

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
AUGUST 28, 2009 (Fourth Friday of Each Month)
WATSONVILLE CITY COUNCIL CHAMBERS
275 MAIN STREET
WATSONVILLE, CALIFORNIA
9:00 a.m. – 12:00 noon

**THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM OR
AT METRO'S ADMINISTRATIVE OFFICES LOCATED AT 370 ENCINAL STREET, SUITE
100, SANTA CRUZ, CA**

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. Angel Angeles Re: Service Request Petition
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF STATE FARM INSURANCE, CLAIM #09-0017
DENY THE CLAIM OF MARK WATSON, CLAIM #09-0018
- 5-2. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR
AUGUST 19, 2009 AND MINUTES OF JUNE 17, 2009
- 5-3. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE
MONTH OF MAY 2009
- 5-4. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2009
- 5-5. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR JUNE 2009
- 5-6. ACCEPT AND FILE PASSENGER LIFT REPORT FOR MAY 2009
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY
SERVICE REPORT FOR THE MONTH OF JUNE 2009

- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SPRING QUARTER 2009 SERVICE UPDATE
- 5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2009 MEETING(S)
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH PAT PIRAS CONSULTING TO EXTEND THE CONTRACT THROUGH JUNE 30, 2010 FOR REVIEW OF THE ADA PARATRANSIT ELIGIBILITY PROCESS
- 5-12. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 12 & 26 AND JULY 24, 2009

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Bustichi
- 7. **PUBLIC HEARING:** CONSIDERATION OF ADOPTING THE FINAL SHORT RANGE TRANSIT PLAN
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.
- 8. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JULY 28, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF AUGUST 28, 2009
Presented By: Frank Cheng, MetroBase Project Manager
- 9. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH DMC CONSTRUCTION, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE VERNON ADMINISTRATION BUILDING TO MARCH 11, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF SEPTEMBER 11, 2009
Presented By: Frank Cheng, MetroBase Project Manager
- 10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PRIORITY ROOFING SOLUTIONS, INC. FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH TRAPEZE SOFTWARE GROUP, INC. FOR THE PURCHASE, INSTALLATION AND TRAINING OF THE TRAPEZE PASS-IVR ENHANCEMENT MODULE
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
12. CONSIDERATION OF VACANCIES ON THE METRO ADVISORY COMMITTEE
Presented By: Leslie R. White, General Manager
13. CONSIDERATION OF APPOINTMENT OF CHARLOTTE WALKER TO THE METRO ADVISORY COMMITTEE (MAC) NOMINATED BY DIRECTOR ROBINSON
Presented By: Leslie R. White, General Manager
14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH GIRO, INC. FOR THE PURCHASE OF THE HASTUS VERSION 2009 UPGRADE AND ADDITIONAL MODULES
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH MAINTSTAR, INC. FOR THE PURCHASE OF A FLEET/FACILITIES MANAGEMENT SOFTWARE SYSTEM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
16. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE AMERICAN RECOVERY AND REINVESTMENT ACT'S TRANSPORTATION INFRASTRUCTURE GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANTS PROGRAM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
17. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE NEW FREEDOM PROGRAM
Presented by: Angela Aitken, Finance Manager & Acting Assistant General Manager
18. CONSIDERATION OF ADOPTING A RESOLUTION MODIFYING METRO'S BYLAWS TO REFLECT CHANGES OF THE BOARD OF DIRECTORS MEETING STRUCTURE

Presented by: Leslie R. White, General Manager
Margaret Gallagher, District Counsel

ADJOURN

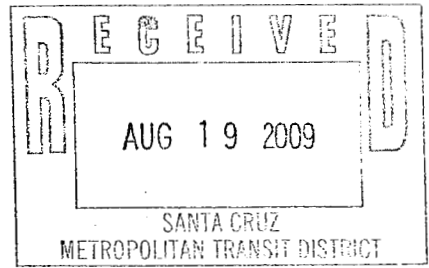
NOTICE TO PUBLIC

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 Watsonville 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 in Watsonville on Charter Channel 70. Community Television will rebroadcast it at 7:00 p.m. on Friday, September 4, 2009 on Comcast Channel 26 and also on Charter Channel 72.



~~317 EAST ENCINAL ST
SUITE 100 SANTA CRUZ CA 95060~~

~~BOARD OF DIRECTOR'S~~

BOARD OF DIRECTOR'S
317 ENCINAL ST
SUITE 100 SANTA CRUZ CA 95060

I HAVE 500^{MORE} SIGNS!

2-a.1

Petition

For the implementation of public transportation by way of a transit bus to and from the city of Watsonville to the city of Gilroy.

Date: June 17, 2009

To the Honorable City Council and/or Directors of the County Transit Bus system, and their agents:

The undersigned respectfully Petition your Honorable Body as follows:

1. The undersigned all amount to evidence that there is a public need for transportation to and from the city of Watsonville and the city of Gilroy, California
2. The undersigned request that you undertake the necessary initiatives and implement bus transportation accordingly.
3. That any associated costs be assessed upon the benefits derived to the public.
4. That there is an immediate need for said transportation and therefore expeditious changes in modifications be made accordingly.
5. That in the event bonds are necessary to effectuate the proposed transportation system, that the same be submitted to the public for voting on the issue and the raising and revenues, or that all avenues of economic resources to fund the project be explored.
6. That any denial of this petition should it be made with a resourceful investigation and analysis as to both the need of the public for said transportation and the hardship to be suffered by those in need should this petition be denied.

2-a.2

1. Name, address & telephone no.:

Sonia Jimenez

2. Name, address & telephone no.:

Aidee Ortiz

3. Name, address & telephone no.:

Lilianne Ballys

4. Name, address & telephone no.:

Sophia Sanchez

5. Name, address & telephone no.:

Karina Chauon

6. Name, address & telephone no.:

Stan Davy

7. Name, address & telephone no.:

Chucho Hernandez

8. Name, address & telephone no.:

Linda Amis

9. Name, address & telephone no.:

John A

10. Name, address & telephone no.:

Juan Berreria

11. Name, address & telephone no.:

Raquel Opiana

12. Name, address & telephone no.:

Mariano Opiana

13. Name, address & telephone no.:

Brianatsidro

14. Name, address & telephone no.:

Volita Opiana

15. Name, address & telephone no.:

Barbara Hernandez

16. Name, address & telephone no.:

Mario Paredes

17. Name, address & telephone no.:

Alina Paredes

18. Name, address & telephone no.:

Jose Fernandez

I HAVE 500 MORE SIGNS

2-a.3

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: State Farm Insurance (Dacquiagan) Received: 07/20/2009
Claim #: 09-0017
Date of Incident: 06/22/09 Occurrence Report No.: SC 06-09-13

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 7/29/09

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of August 28, 2009.

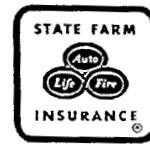
By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

09-0011

State Farm Insurance Companies



State Farm Insurance
Subrogation Services
PO BOX 2374
Bloomington, IL 61702-2374

July 16, 2009

Attn: Liseth Guizar
Santa Cruz Metro Risk Management
370 Encinal St Ste#100
Santa Cruz, CA 95060

RE: Claim Number: [REDACTED]
Our Insured: [REDACTED]
Date of Loss: [REDACTED]
Your Insured: [REDACTED]
Your Insured Driver: [REDACTED]
Your Claim Number: SC0609-13
Your Policy Number:
Loss Location: Ocean And Water St
Santa Cruz, CA

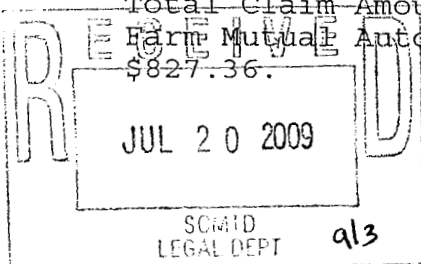
Dear Madam:

We have been informed you are the liability carrier for the party involved in this loss with our insured. Our investigation indicates your insured is responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm paid by Cause of Loss:

041/045 - Uninsured Motorist BI	\$0
042 - Uninsured Motorist PD	\$0
300 series/400 - Comp/Collision	\$327.36
501 - Rental/Loss of Use	\$0
600/050 - Med Pay/ PIP	\$0
Other	\$0
Salvage Recovery	\$0
Amount State Farm Paid	\$327.36
Insured Deductible	\$500.00
Total Claim Amount	\$827.36

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$827.36.



5-1.2

Santa Cruz Metro Risk Management
Page 2
July 16, 2009

Please remit payment of this claim, or contact us to discuss settlement. Include our claim number on the payment. Thank you for your cooperation.

If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Georvita Sears (GB)
Claim Processor
(866) 927-8276 ext 9444855
Team 63
State Farm Mutual Automobile Insurance Company
Enclosure(s)

5-1.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MEMORANDUM

To: Board of Directors

From: Margaret Gallagher, District Counsel

Date: August 28, 2009

Re: Additional Information re State Farm Subrogation Claim #09-0017

At the August 14, 2009, Board of Director's regular meeting, additional information was requested regarding the above-entitled matter. A review of the reports filed in this matter reveal the following information.

Caroline Dacquigan, the State Farm Insured, was making a U-turn against a green left-turn arrow from eastbound Water Street to westbound Water Street in her Toyota SUV. At approximately the same time, a METRO Bus was making a right hand turn from southbound Ocean Street onto Westbound Water Street. The METRO bus stopped when the proximity of the SUV was noted and efforts were made to get the attention of the SUV driver to stop. The SUV driver proceeded and the right end of the SUV's bumper collided with the left front portion of the bike rack that was on the front of the bus. At the time of the impact, the front end of the bus was partially in the #2 westbound Water Street lane. The rack was in the lowered position because a bike was on the rack.

Neither the bus nor the bike rack sustained damage. There was a moderate sized dent and a few scrapes on the right front bumper of the SUV and two much less significant minor abrasions on the right front wheel well. No one sustained injuries in the accident.

State Farm Insurance Company paid their insured for the damage sustained by the SUV and is attempting through this claim to obtain reimbursement for these expenses.

5-1.3a

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors
FROM: District Counsel
RE: Claim of: Mark Watson D.B.A. Kingham Mountain Publishing Company
Received: 07/31/09 Claim #: 09-0018
Date of Incident: 07/25/09 Occurrence Report No.: SC 07-09-24

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 8/05/09

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of August 28, 2009.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-1.4

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 09-0018

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: MARK WATSON D.B.A.
KINGHAM MOUNTAIN PUBLISHING COMPANY
Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: Bus stop Route 35 - Granite Crk & Scotts Valley Dr.
Bus going to Boulder Creek
Date: JULY 25/09 Time: 11:30-11:45 Place: see ABOVE

Circumstances of occurrence or transaction giving rise to claim:
Bus stopped to admit wheel chair, DRIVER WAS IN TOO HURRY TO
LET ME MOVE. I MOVED MY TOOLS & TOOK TO UPEND
SEAT - 15 FT AWAY, REACHED TO GRAB WHICH NECK WAS BEHIND
DISPABLE CHAIR - DRIVER IN HIS RUSH LIFTED SEAT - SNAPPED NECK

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: NECK TOTALLY BROKEN SEE LISETH'S PICTURES &
SUPERVISOR JEFF MATHIS' PICTURES

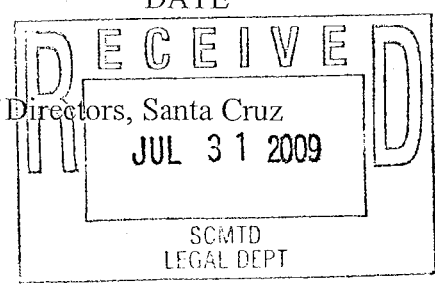
5. Name or names of public employees or employees causing injury, damage, or loss, if known: THE DRIVER SEE SCHEDULE

6. Amount claimed now \$ 262,78 (ON SALE)
Estimated amount of future loss, if known \$ _____
TOTAL \$ 262,78

7. Basis of above computations: ESTIMATE (DIRECT QUOTE - SOLID)

Mark Brian Watson KINGHAM MOUNTAIN PUBLISHING COMPANY
CLAIMANT'S SIGNATURE (or Company) DATE 7-31-2009
Representative or Parent of Minor Claimant

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



5-1.5



AGENDA

**AUGUST 19, 2009 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF JULY 15, 2009**
- 5. ACCEPT AND FILE RIDERSHIP REPORT FOR MAY 2009**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR APRIL 2009**
- 7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**
- 8. DISCUSSION OF REVISED ROUTE MAPS**
- 9. DISCUSSION REGARDING SERVICE ANIMAL POLICY**
- 10. DISCUSSION OF BUS OPERATOR CUSTOMER SERVICE**
- 11. DISCUSSION OF THE WEBSITE REDESIGN PROJECT**
- 12. CONSIDERATION OF SIGNAGE FOR PARACRUZ PICK UP AND DROP OFF AREA AT THE WATSONVILLE TRANSIT CENTER**
- 13. DISTRIBUTION OF MAC VOUCHERS**
- 14. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 15. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 16. ITEMS FOR NEXT MEETING AGENDA**
- 17. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, SEPTEMBER 16, 2009, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM*

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

June 17, 2009

The METRO Advisory Committee (MAC) met on Wednesday, June 17, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Vice Chair Robert Yount called the meeting to order at 6:11 p.m.

1. ROLL CALL:

MEMBERS PRESENT

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

MEMBERS ABSENT

Naomi Gunther, Chair

VISITORS PRESENT

Charlotte Walker, Transit User

STAFF PRESENT

Ciro Aguirre, Operations Manager
April Warnock, Paratransit Superint.
Mary Ferrick, Fixed Route Superint.

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Written:

None.

Oral:

Vice Chair Robert Yount said he provided Ciro Aguirre with an example of a poster to review the quality of the print. The posters were discussed at the May 20, 2009, meeting. Mr. Yount said he could provide the posters for advertising to METRO at no cost.

4. CONSIDERATION OF APPROVAL OF MINUTES OF MAY 20, 2009

ACTION: MOTION: DAVE WILLIAMS

SECOND: DENNIS PAPADOPULO

ACCEPT AND FILE MINUTES OF THE MAY 20, 2009 MEETING AS PRESENTED

Motion passed with Chair Naomi Gunther being absent.

5-2.2

5. ACCEPT AND FILE RIDERSHIP REPORT FOR MARCH 2009

There was discussion that the numbers of bikes are down and that it is probably due to the higher ridership.

6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR FEBRUARY 2009

Vice Chair Robert Yount commented that the ParaCruz employees are really working hard to keep doing such a fabulous job.

April Warnock explained the factors that make a difference in the cost of a supplemental ride versus ParaCruz and why the cost varies from month to month for the supplemental vendors.

Dave Williams questioned why the number of eligible riders had dropped since 2005. April Warnock explained when the program began the eligibility office traveled to the care facilities and signed up most of the residents. METRO realized some of the residents never went anywhere. Now people have to come in and be assessed for eligibility. April Warnock also clarified how to read the database graphs.

7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS

Vice Chair Robert Yount announced that the METRO Board of Directors appointed him to METRO'S Website Redesign Project Review Committee. At this time he distributed a colored photocopy of a revised home page screen shot and a copy of an email addressed to the Website Redesign Project Review Committee, which is attached to the file copy of these minutes.

Mr. Yount asked MAC Members for their input regarding the distributed email from METRO requesting feedback in regards to two areas on the home page screen shot:

1. Using the bottom right side space for advertising on a rotating banner panel ad that changes about every 15 seconds, or some other time interval.
2. The upper right hand corner is intended as a rotating section.

There was discussion on the lay out, information and wording of the buttons, the placeholder photo, email updates, logos, tweeters, removing the employee/BOD sign in area, ADA compliant format and clarification on how the ADA features work, not using acronyms or abbreviations, the Commute Calculator feature, links to other transit agency websites, adding a feature to customize your own home page and transit tips flashing on the screen.

8. DISCUSSION OF BUS OPERATOR CUSTOMER SERVICE

Ciro Aguirre said he had planned for the Customer Service Supervisor to present an overview of Customer Service. Unfortunately due to a family emergency she was not able to prepare her presentation and just returned to work. Due to the circumstance, the Customer Service Supervisor would like to revisit this agenda item next month.

9. DISCUSSION OF MARKED PICK-UP AND DROP OFF SPACE AT WATSONVILLE TRANSIT CENTER

Vice Chair Robert Yount introduced this issue to the Bus Stop Advisory Committee and reported that BSAC wasn't going to put a sign at the Watsonville Transit Center, because of the possibility of confusion, but they have made the first turn out point non smoking.

There was discussions regarding the purpose of a curb cut and deployment of a ramp or lift at the curb, the existing number of spaces and lay out of the turn out, the advantages and disadvantages of a marked handicap spot, whether or not the 20 minute green marked space is excessive or not, clarification of the security guards authority for public parking violations.

Mara Murphy would like a clearly defined area reserved for ParaCruz, whether it be a marked parking space or a sign. She thinks it would be beneficial to the rider and operator to have a clearly defined pick up area. Dave Williams stated that there isn't any room for a marked spot with the 3 cab spaces there. Robert Yount suggested a sign that states ParaCruz waits here or something to that matter. Mara agreed with the suggestion that way both riders and operators understand where they should be.

Robert Yount said he would bring it up again at the next BSAC meeting and report the result to MAC.

10. DISTRIBUTION OF MAC VOUCHERS

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

11. COMMUNICATIONS TO METRO GENERAL MANAGER

No comments.

12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

No comments.

13. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Bus Operator Customer Service
- Discussion of the Website Redesign Project
- Consideration of Signage for ParaCruz Pick-up and Drop Off Area at the Watsonville Transit Center

ADJOURN

There being no further business, Vice Chair Robert Yount thanked everyone for participating and adjourned the meeting at 7:40 p.m.

Respectfully submitted,



KAREN BLIGHT
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28th, 2009

TO: Board of Directors

FROM: April Warnock, Paratransit Superintendent

SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only - no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of May 2009.
- ParaCruz Performance Goals are reflected in the Comparative Statistics Table in order to better compare actual performance.
- A breakdown of pick-up times beyond the ready window is included.
- At the January 23rd, 2008 METRO Board of Directors meeting, Staff was requested to provide additional information on the number of ParaCruz in-person eligibility assessments in comparison to past years, since implementation.

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.

At the January 23rd, 2008 METRO Board of Directors meeting Staff was requested to provide additional information on the number of ParaCruz eligibility assessments conducted each year since in-person eligibility assessments started August 2002. In person Eligibility assessments

5-3.1

were initiated while METRO's ADA Paratransit was a service contracted with Community Bridges. METRO ParaCruz has been administered in-house since October 2004. Attachment G illustrates the differences of the number of assessments conducted each year, separated into each category of Eligibility determinations.

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

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

	May 2008	May 2009
Total pick ups	8299	8308
Percent in "ready window"	95.81%	93.64%
1 to 5 minutes late	.66%	2.2%
6 to 10 minutes late	.35%	1.5%
11 to 15 minutes late	.13%	.76%
16 to 20 minutes late	.07%	.23%
21 to 25 minutes late	.05%	.11%
26 to 30 minutes late	.05%	.13%
31 to 35 minutes late	.04%	.01%
36 to 40 minutes late	.01%	.01%
41 or more minutes late (excessively late/missed trips)	.02%	.05%
Total beyond "ready window"	4.19%	6.36%

During the month of May 2009, ParaCruz received two (2) compliments, and four (4) Customer Service complaints. One (1) of the complaints was valid a drop-off that was too early, and three (3) were not valid.

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

IV. FINANCIAL CONSIDERATIONS

NONE

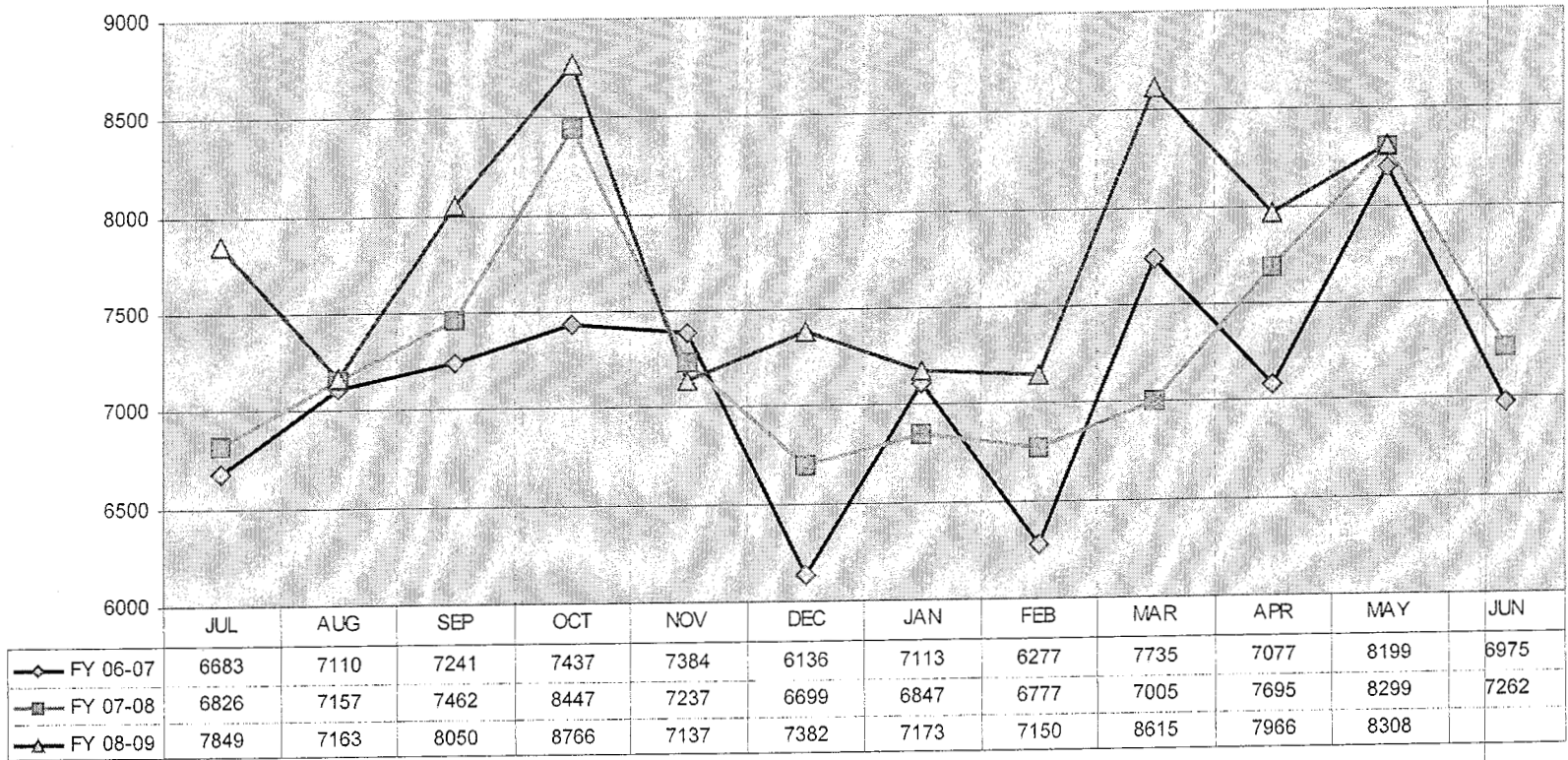
V. ATTACHMENTS

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

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through May 2009.

	May 08	Apr 09	Fiscal 07-08	Fiscal 08-09	Performance Averages	Performance Goals
Requested	9030	8975	87,132	92,092	8329	
Performed	8299	8308	80,451	85,458	7727	
Cancels	17.75%	18.11%	17.16%	17.97%	17.81%	
No Shows	2.87%	2.02%	2.38%	2.59%	2.74%	Less than 3%
Total miles	51,961	55304	525,792	581,698	52,406	
Av trip miles	4.75	5.01	5.04	5.14	5.11	
Within ready window	95.81%	93.64%	94.13%	94.58%	94.04%	92.00% or better
Excessively late/missed trips	2	4	29	36	3.33	Zero (0)
Call center volume	6771	6387	67,552	66,564	6362	
Call average seconds to answer	29	32	29	32	30.83 seconds	Less than 2 minutes
Hold times less than 2 minutes	96%	97%	97%	96%	96.18%	Greater than 90%
Distinct riders	795	808	1,745	1,733	803	
Most frequent rider	58 rides	44 rides	645 rides	356 rides	56 rides	
Shared rides	78.3%	65.8%	67.2%	63.5%	64.48%	Greater than 60%
Passengers per rev hour	2.17	2.16	2.34	2.11	2.12	Greater than 1.6 passengers/hour
Rides by supplemental providers	19.81%	9.75%	15.31%	8.39%	8.19%	No more than 25%
Vendor cost per ride	\$21.72	\$22.59	\$22.20	\$22.68	\$23.14	
ParaCruz driver cost per ride (estimated)	\$27.01	\$23.23	\$24.33	\$24.12	\$24.91	
Rides < 10 miles	71.62%	71.08%	71.77%	70.52%	70.64%	
Rides > 10	28.38%	28.92%	28.23%	29.48%	29.36%	

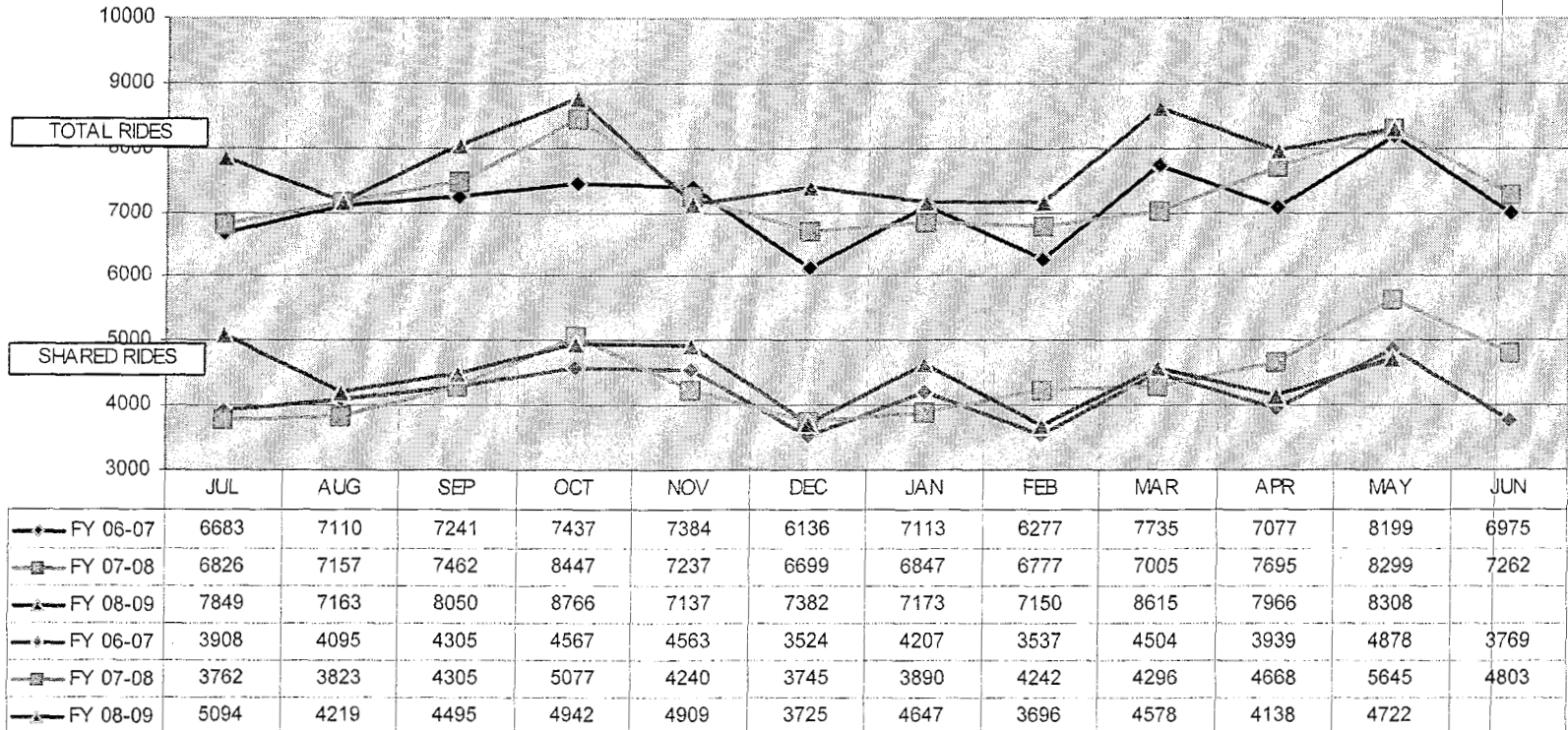
NUMBER OF RIDES COMPARISON CHART



5-3.61

Attachment B

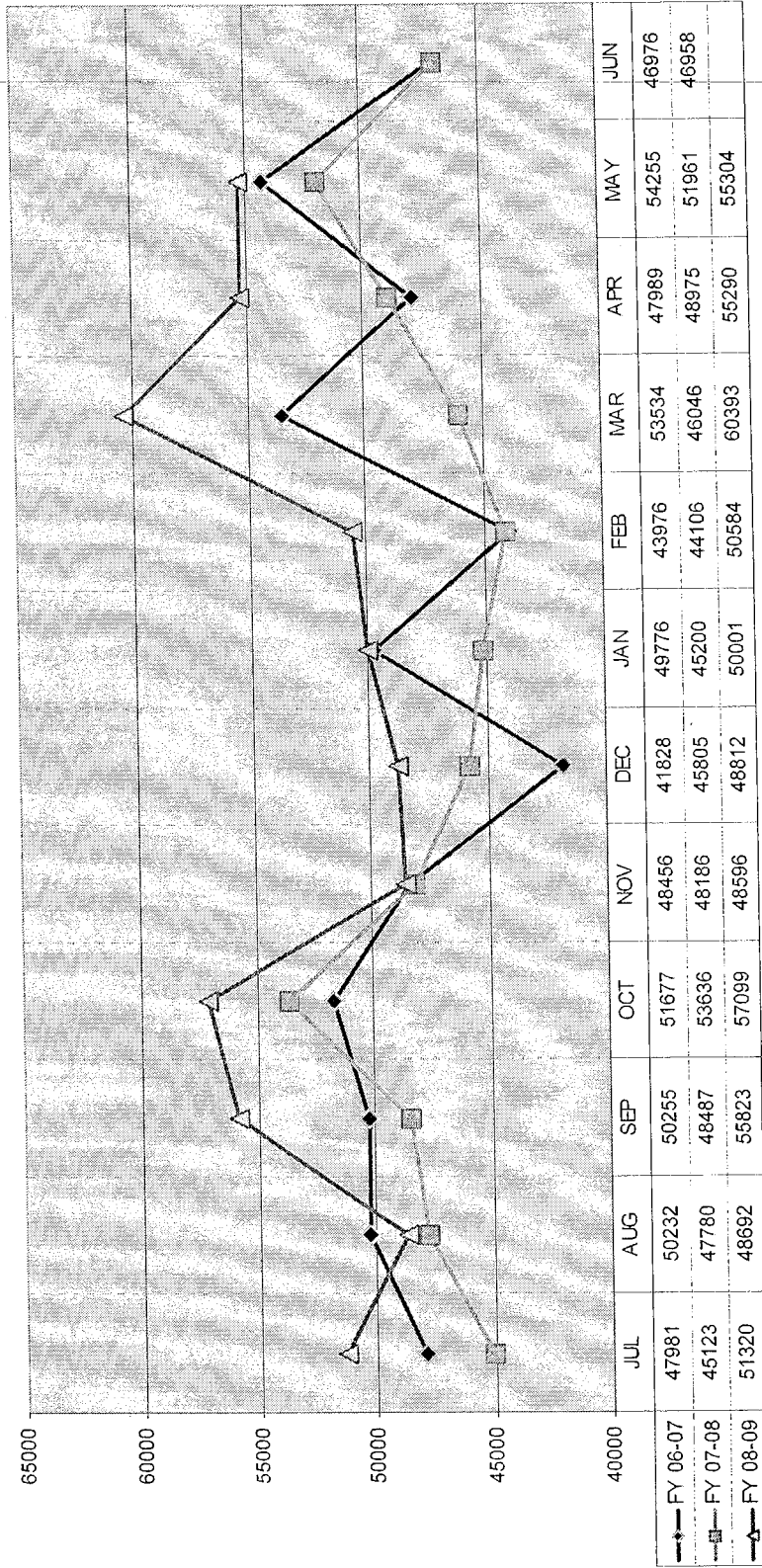
TOTAL vs. SHARED RIDES



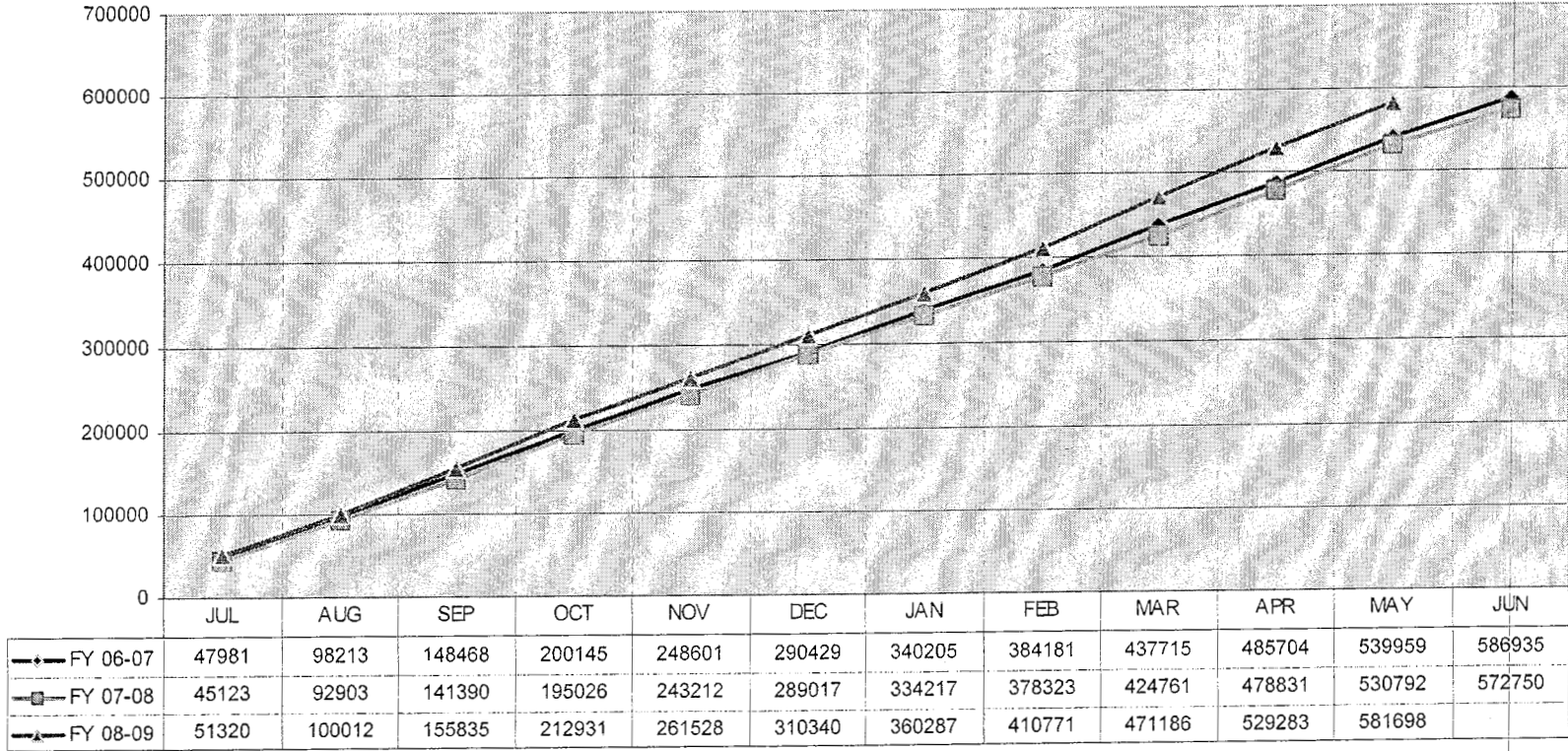
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Attachment C

MILEAGE COMPARISON



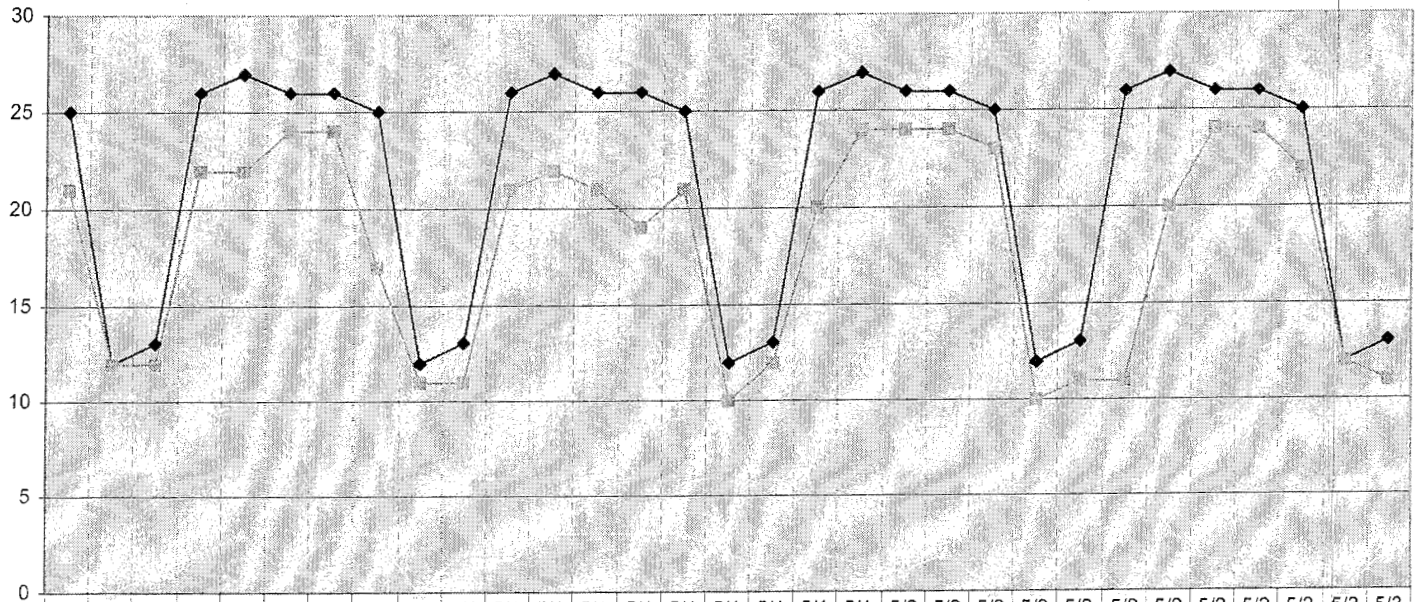
YEAR TO DATE MILEAGE COMPARISON



5-3.e1

Attachment E

DAILY DRIVERS vs. SUBCONTRACTORS



	5/1	5/2	5/3	5/4	5/5	5/6	5/7	5/8	5/9	5/10	5/11	5/12	5/13	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31
◆ #PC SCHEDULE	25	12	13	26	27	26	26	25	12	13	26	27	26	26	25	12	13	26	27	26	26	25	12	13	26	27	26	26	25	12	13
■ #PC ACTUAL	21	12	12	22	22	24	24	17	11	11	21	22	21	19	21	10	12	20	24	24	24	23	10	11	11	20	24	24	22	12	11
▲ #SUBCON	2.0	0.0	1.0	2.0	3.0	1.0	3.0	3.0	0.0	2.0	2.0	3.0	3.0	3.0	3.0	2.0	1.0	2.0	1.5	1.0	2.0	0.0	0.0	2.0	0.0	3.0	1.5	2.0	1.0	0.0	2.0

5-3.f1

Attachment F

OUT OF DATABASE	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	VISITOR	DCSD	TOTAL
		CONDITIONAL	TRIP BY TRIP				
1/1/2005 to 12/31/2005	189	30	12	33	6	283	553
1/1/2006 to 12/31/2006	466	39	24	47	17	384	977
1/1/2007 to 12/31/2007	264	26	19	53	22	173	557
1/1/2008 to 12/31/2008	308	17	19	57	18	58	477

INTO DATABASE	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	VISITOR	TOTAL	DENIED
		CONDITIONAL	TRIP BY TRIP				
1/1/2005 to 12/31/2005	428	16	34	48	6	532	28
1/1/2006 to 12/31/2006	356	13	47	49	17	482	4
1/1/2007 to 12/31/2007	442	29	93	46	22	632	6
1/1/2008 to 12/31/2008	400	59	57	23	18	557	12

MONTHLY ASSESSMENTS - 2009						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
JANUARY	30	5	0	9	2	46
FEBRUARY	28	2	0	5	1	36
MARCH	40	3	3	4	0	50
APRIL	21	2	2	2	0	27
MAY	45	4	1	0	0	50

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR JUNE 2009

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of June 2009 was 22,371. Which is an decrease of 1,687riders or -7.01% from June 2008.
- Ridership in FY 09 was 314,606 through June 2009. This is a 17.4% increase from FY 08 ridership in June 2008.
- Average ridership per weekday was 991 in FY 09. This is a 15.9% increase from FY 08
- Riders per revenue hour during June 2009 was over 17 riders per hour, which is a 10.4% increase from June 2008
- FY 09 Highway 17 Express operating costs was \$1,774,276.64 with FY 09 fare revenue at \$1,039,378.95 resulting in a 66.6% FYTD 09 fare box recovery ratio.

III. DISCUSSION

In the twenty-two (22) weekdays and eight (8) weekend days of June 2009, the Highway 17 Express total ridership was 22,371 riders. This was a loss from the previous year, decreasing by 1,687 riders or simply -7.01%. FYTD ridership however, had increase 17.4% through June 2009.

FY 09 average weekday ridership on the Highway 17 Express was 991 riders per weekday, a increase from 855 riders per weekday in FY 08. However during the month of June 2009 total ridership fell 7.01% versus June 2008. Also during the month of June 2009, ridership per weekday fell for the first time in nineteen (19) months from 903 riders per weekday in June 2008 to 825 riders per weekday in June 2009. These decreases in ridership are most likely due to much lower gasoline prices in June 2009 than in June 2008 as well as an increase in unemployment in both Santa Clara and Santa Cruz counties.

The operating costs of the Highway 17 Express for FYTD 2009 was \$1,774,276.64. Two-thirds (66.6%) of the operating costs were recovered in fare revenue totaling \$1,039,378.95 in FYTD 2009. Please see attachments regarding these figures.

5-4.1

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY 09 Revenue.

V. ATTACHMENTS

- Attachment A: Highway 17 Express Operating Statistics Summary**
Attachment B: Highway 17 Express Revenue & Expenditure Summary
Attachment C: Highway 17-June 2008

Prepared by: Erich R. Friedrich

5-4.2

HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

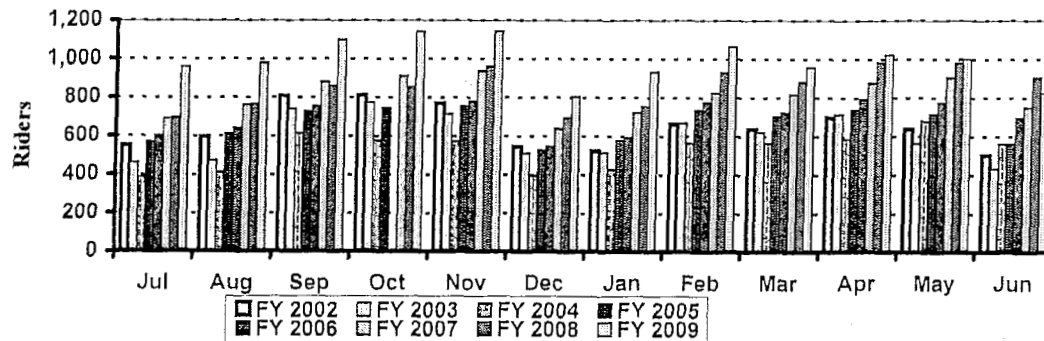
FISCAL YEAR 2009

MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	26,183	27,827	31,546	28,009	21,008	24,835	25,969	26,615	27,596	26,738	22,371
Avg. Weekday Ridership	959	977	1,101	1,142	1,142	805	933	1,066	955	1,023	998	825
Avg. Saturday Ridership	540	566	550	625	567	422	559	580	590	613	604	534
Avg. Sunday Ridership	531	565	500	697	660	324	488	584	649	660	626	519
Total Service Days	31	31	30	31	30	31	31	28	31	30	31	30
Number of Weekdays	22	21	21	23	18	22	21	20	22	22	20	22
Number of Saturdays	4	5	4	4	5	4	5	4	4	4	5	4
Numbers of Sundays	5	5	5	4	7	5	5	4	5	4	6	4
Revenue Hours	1,485	1,451	1,468	1,633	1,456	1,592	1,562	1,453	1,609	1,565	1,531	1,557

QUARTERLY	Q1	Q2	Q3	Q4
Total Ridership	79,919	80,563	77,419	76,705
Avg. Weekday Ridership	1,012	1,024	983	947
Avg. Saturday Ridership	553	540	575	585
Avg. Sunday Ridership	532	564	573	605
Revenue Hours	4,403	4,681	4,623	4,653

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	52,092	79,919	111,465	139,474	160,482	185,317	211,286	237,901	265,497	292,235	314,606
Avg. Weekday Ridership	959	968	1,012	1,046	1,063	1,018	1,006	1,013	1,006	1,008	1,007	991
Avg. Saturday Ridership	540	554	553	570	569	547	549	552	556	561	566	563
Avg. Sunday Ridership	531	548	532	567	592	549	540	545	556	565	571	568
Revenue Hours	1,485	2,936	4,403	6,037	7,492	9,084	10,646	12,098	13,707	15,272	16,803	18,360

HIGHWAY 17 EXPRESS
Average Weekday Ridership History



FYTD COMPARISON
2009 vs. 2008

	FY 2009	FY 2008	Percent Change
	Jul '08 to Jun '09	Jul '07 to Jun '08	
# of Weekdays	254	254	0.0%
Total Ridership	314,606	267,993	17.4%
Avg. Wkday Ridership	991	855	15.9%
Avg Sat Ridership	563	450	25.1%
Avg Sun Ridership	568	457	24.4%
Revenue Hours	18,360	17,270	6.3%
Riders Per Rev. Hour	17.14	15.52	10.4%

5-4. a1

Attachment A

**HIGHWAY 17 EXPRESS
REVENUE & EXPENDITURE SUMMARY
FISCAL YEAR 2009**

PERIOD	TOTAL COST **	REVENUE							RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE					ADDITIONAL FUNDS		TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	SJSU** Funded	AMTRAK*** Funded										
Jul '08	\$151,858.56	\$50,018.06	\$16,819.00	\$12,510.00	\$1,340.00	\$80,687.06		\$10,027.53	\$90,714.59	25,909	\$3.11	\$5.86	59.7%	\$44,421.99	\$13,850.00	\$30,571.99	\$61,143.97	\$2.36
Aug '08	\$148,056.38	\$53,641.46	\$15,449.50	\$13,500.00	\$1,188.00	\$83,778.96	\$559.52	\$10,061.97	\$94,400.45	26,183	\$3.20	\$5.65	63.8%	\$41,515.97	\$14,688.00	\$26,827.97	\$53,655.93	\$2.05
Sep '08	\$145,287.07	\$52,680.15	\$18,246.00	\$20,790.00	\$1,060.00	\$92,776.15	\$1,833.96	\$10,007.46	\$104,617.57	27,827	\$3.33	\$5.22	72.0%	\$42,184.75	\$21,850.00	\$20,334.75	\$40,669.50	\$1.46
Oct '08	\$155,940.96	\$64,970.99	\$16,544.50	\$21,690.00	\$868.00	\$104,073.49	\$2,197.84	\$10,308.32	\$116,579.65	31,546	\$3.30	\$4.94	74.8%	\$36,568.66	\$22,558.00	\$14,010.66	\$39,361.31	\$1.25
Nov '08	\$137,438.78	\$62,513.56	\$15,805.50	\$20,250.00	\$1,128.00	\$99,697.06	\$2,346.20	\$10,597.24	\$112,640.50	28,009	\$3.56	\$4.91	82.0%	\$39,447.14	\$21,378.00	\$18,069.14	\$24,798.28	\$0.89
Dec '08	\$151,400.26	\$45,856.67	\$13,227.00	\$12,420.00	\$896.00	\$72,399.67	\$2,402.32	\$10,147.28	\$84,949.27	21,008	\$3.45	\$7.21	56.1%	\$46,541.49	\$13,316.00	\$33,225.49	\$66,450.99	\$3.16
Jan '09	\$148,044.96	\$55,221.17	\$15,313.00	\$9,630.00	\$1,144.00	\$81,308.17	\$1,047.28	\$10,185.30	\$92,540.75	24,835	\$3.27	\$5.96	62.5%	\$38,526.11	\$10,774.00	\$27,752.11	\$55,504.21	\$2.23
Feb '09	\$138,451.49	\$53,244.74	\$15,294.00	\$17,910.00	\$1,084.00	\$87,532.74	\$2,334.08	\$10,341.40	\$100,208.22	25,969	\$3.37	\$5.33	72.4%	\$38,115.63	\$18,994.00	\$19,121.63	\$38,243.27	\$1.47
Mar '09	\$153,170.98	\$56,905.37	\$15,424.00	\$16,920.00	\$1,080.00	\$90,329.37	\$1,566.44	\$10,444.66	\$102,340.47	26,615	\$3.39	\$5.76	66.8%	\$43,415.25	\$18,000.00	\$25,415.25	\$50,830.51	\$1.91
Apr '09	\$149,277.41	\$59,069.64	\$15,570.00	\$17,100.00	\$732.00	\$92,471.64	\$2,665.84	\$10,179.33	\$105,316.81	27,596	\$3.35	\$5.41	70.6%	\$39,812.30	\$17,832.00	\$21,980.30	\$43,960.60	\$1.59
May '09	\$145,949.22	\$53,219.74	\$15,540.50	\$12,150.00	\$1,064.00	\$81,974.24	\$1,458.56	\$10,602.40	\$94,035.20	26,738	\$3.07	\$5.46	64.4%	\$39,171.01	\$13,214.00	\$25,957.01	\$51,914.02	\$1.94
Jun '09	\$149,400.57	\$47,960.90	\$13,783.50	\$9,630.00	\$976.00	\$72,350.40		\$10,361.00	\$82,711.40	22,371	\$3.23	\$6.68	55.4%	\$43,950.59	\$10,606.00	\$33,344.59	\$66,699.17	\$2.98
FYTD 2009	\$1,774,276.84	\$655,302.45	\$187,016.50	\$184,500.00	\$12,560.00	\$1,039,378.95	\$18,412.04	\$123,263.89	\$1,181,054.88	314,606	\$3.30	\$5.64	66.6%	\$493,670.89	\$197,060.00	\$296,610.89	\$593,221.76	\$1.89
FYTD 2008	\$1,722,319.66	\$564,878.19	\$146,964.50	\$175,950.00	\$8,532.00	\$896,324.69	\$19,276.04	\$119,262.49	\$1,034,863.22	267,993	\$3.34	\$6.43	60.1%	\$528,210.21	\$184,482.00	\$343,728.21	\$687,456.44	\$2.57
Percent Change	3.0%	16.0%	27.3%	4.9%	47.2%	16.0%	-4.5%	3.4%	14.1%	17.4%	-1.2%	-12.2%	10.8%	-6.5%	6.8%	-13.7%	-13.7%	-26.5%

FYTD 2009 Percent of Passenger Fare Revenues	63.0%	18.0%	17.8%	1.2%
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Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District
SJSU = San Jose State University

- * SCMTD Invoice
- ** Expenses for SJSU blocks less farebox for SJSU blocks
- *** Expenses for Amtrak bus service less Amtrak revenue

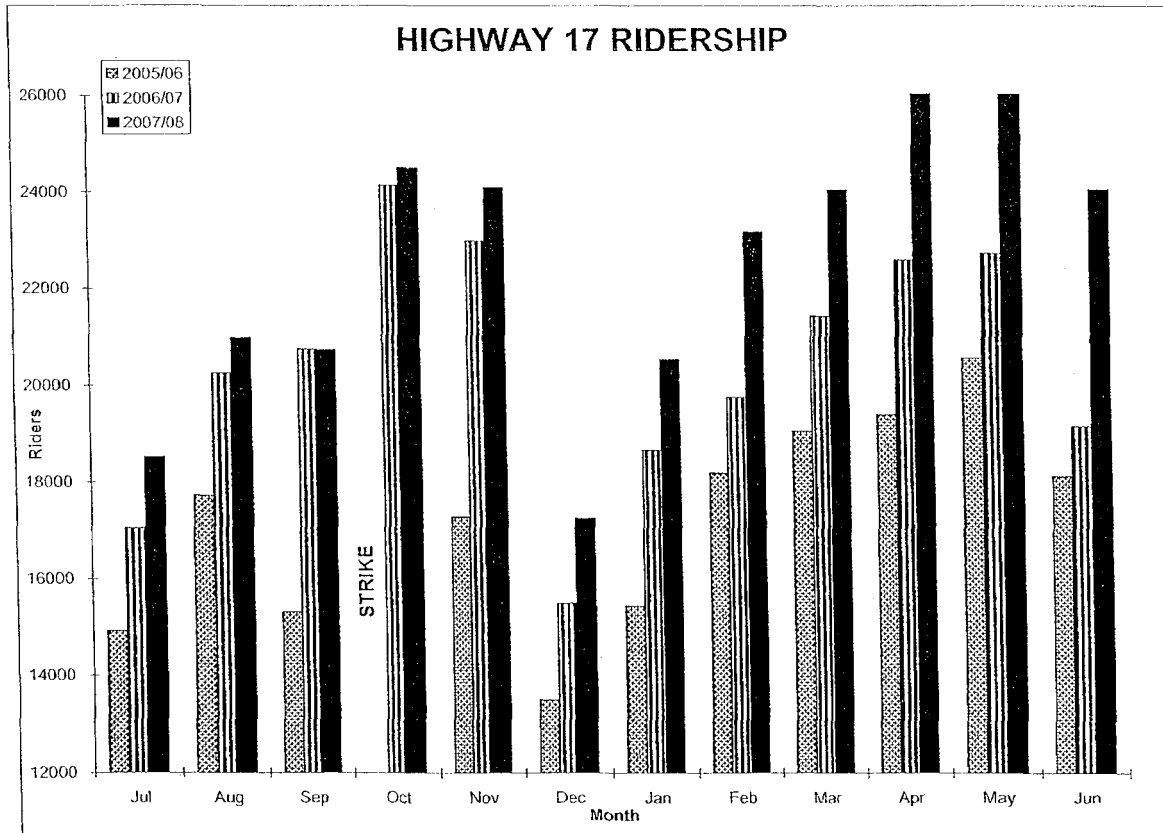
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Attachment B

HIGHWAY 17 - JUNE 2008

Attachment C

	JUNE			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 145,638	\$ 133,424	9.2%	\$ 1,722,320	\$ 1,611,534	6.9%
Farebox	\$ 77,039	\$ 62,510	23.2%	\$ 896,325	\$ 818,902	9.5%
Operating Deficit	\$ 58,598	\$ 64,967	(9.8%)	\$ 687,457	\$ 716,592	(4.1%)
Santa Clara Subsidy	\$ 29,299	\$ 32,484	(9.8%)	\$ 343,729	\$ 358,296	(4.1%)
METRO Subsidy	\$ 29,299	\$ 32,484	(9.8%)	\$ 343,729	\$ 358,296	(4.1%)
San Jose State Subsidy	\$ -	\$ -		\$ 19,275	\$ 19,328	(0.3%)
AMTRAK Subsidy	\$ 10,000	\$ 5,947	68.2%	\$ 119,262	\$ 56,711	110.3%
STATISTICS						
Passengers	24,058	19,162	25.6%	270,279	245,038	10.3%
Revenue Miles	40,666	40,666	0.0%	494,839	492,089	0.6%
Revenue Hours	1,525	1,525	0.0%	18,556	18,453	0.6%
Passengers/Day	802	639	25.6%	738	671	10.0%
Passengers/Weekday	915	675	35.6%	868	808	7.4%
Passengers/Weekend	539	555	(2.9%)	440	362	21.5%
PRODUCTIVITY						
Cost/Passenger	\$ 6.05	\$ 6.96	(13.1%)	\$ 6.37	\$ 6.58	(3.1%)
Revenue/Passenger	\$ 3.20	\$ 3.26	(1.8%)	\$ 3.32	\$ 3.34	(0.8%)
Subsidy/Passenger	\$ 2.44	\$ 3.39	(28.2%)	\$ 2.61	\$ 3.00	(12.9%)
Passengers/Mile	0.59	0.47	25.6%	0.55	0.50	9.7%
Passengers/Hour	15.78	12.57	25.6%	14.57	13.28	9.7%
Recovery Ratio	52.9%	46.9%	12.9%	52.0%	50.8%	2.4%

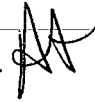


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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



SUBJECT: **SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE
REPORT FOR JUNE 2009**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of June 2009 was 401,651. Which is a decrease of 17,291 riders or -4.1% versus June 2008.
- Total ridership for FY09 was 6,033,345. This is a 4.1% increase from FY08.
- The top three routes in terms of percent increase (with at least 700 riders) are: Route 20D Supplemental, Route 42, and Route 7.
- The top three routes in terms of percent decrease (with at least 700 riders) are: Route 31, UCSC Night Owl, and Route 91.
- There were 5.85 hours of dropped service amounting to 73.64 miles of dropped service in June 2009.
- The Bus Operator Lift Test for June resulted in 100% of all lifts working properly on all pull-out buses. Eight (8) buses reported issues with lifts while in service.

III. DISCUSSION

In the twenty-two (22) weekdays, eight (8) weekend days, and no holidays in June 2009, METRO's total ridership was 401,651 riders. This was a loss from the previous year, decreasing by 17,291 riders or -4.1%. Total ridership for FY09 however, had increased 4.1% or 6,033,345 riders.

Route 20D, a supplemental route for UCSC, has had a staggering increase from the previous June, gaining almost 1,500 riders from June 2008. The Route 42 from Downtown Santa Cruz to Davenport and Bonny Doon has also gained some significant ridership from June 2008. The increased ridership on Route 7 is most likely due to summer travel patterns as tourists as well as local residents are using the bus to travel to the beach. Routes 31, UCSC Night Owl, and 91 have seen significant recessions and have contributed to poor ridership with a combining loss of 2,097 riders or -22.4% to these routes.

5-5.1

There were 5.85 dropped hours amounting to 73.64 miles of dropped service mostly due to no operators.

In June 2009, the Bus Operator Lift Tests resulted in 100% of all pull out buses having properly functioning passenger lifts. During service eight (8) buses reported issues with the passenger lifts while in service.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY09 Revenue.

V. ATTACHMENTS

- Attachment A: June 2009 Ridership Report**
- Attachment B: June 2008 Ridership Report**
- Attachment C: Route by Route Ridership**
- Attachment D: FYTD % Change in Ridership**
- Attachment E: Dropped Service for FY09**
- Attachment F: Bus Operator Lift Test *Pull-Out***
- Attachment G: Passenger Lift Problems**

Prepared by: Erich R. Friedrich

5-5.2

**Santa Cruz METRO
June 2009 Ridership Report**

ROUTE	Hours	Miles	UC			Full Fare	Cash S/D		S/D Day Pass	Passes/Free Rides	P. Shores/Other Fares	Total Ridership	Passengers Per Hour	Passengers Per Mile	Wheelchair	Bike	
			Student	Faculty	Cabrillo		Riders	Day Pass									
10	581.08	5,350.01	16739	1914	73	980	53	73	21	13	1441	1	21,308	36.67	3.98	32	1015
13	104.25	989.28	4578	257	26	156	5	11	3	0	168	1	5,205	49.93	5.26	1	162
15	339.24	3,409.77	15081	687	112	392	40	25	2	2	493	1	16,835	49.63	4.94	6	599
16	1,256.36	12,709.03	42428	3382	207	2910	116	232	33	21	3052	5	52,386	41.70	4.12	44	2183
19	459.27	4,868.06	12987	1144	49	943	39	97	13	11	1236	4	16,523	35.98	3.39	11	728
3	232.73	2,499.64	531	104	44	649	108	150	19	34	1364	56	3,059	13.14	1.22	13	105
4	227.00	1,556.61	126	79	79	419	512	246	20	30	3839	7	5,357	23.60	3.44	90	122
7	113.55	1,146.20	61	28	24	136	91	149	2	19	966	0	1,476	13.00	1.29	7	6
9	26.40	477.00	9	10	2	101	7	4	2	2	176	0	313	11.86	0.66	0	7
12A	10.50	118.48	377	63	3	8	0	1	0	0	7	0	459	43.71	3.87	0	15
20	446.91	5,955.37	10114	823	131	1064	100	138	22	5	1906	79	14,382	32.18	2.41	22	709
27x	69.50	632.52	1492	122	3	34	4	0	0	0	62	0	1,717	24.71	2.71	2	100
31	145.93	2,344.80	41	36	32	465	27	24	10	6	645	0	1,286	8.81	0.55	10	97
32	50.68	786.32	10	11	1	122	13	9	0	0	164	0	330	6.51	0.42	1	12
33	10.50	224.37	0	4	4	71	0	2	0	0	110	0	191	18.19	0.85	0	1
34	7.95	125.64	0	0	0	52	2	1	0	0	71	0	126	15.85	1.00	0	1
35	2,110.31	37,884.12	1131	416	685	13799	1,018	1487	288	141	21158	11	40,134	19.02	1.06	87	2360
40	119.25	2,473.88	17	7	7	710	25	27	17	14	584	0	1,408	11.81	0.57	0	146
41	164.84	3,169.26	210	92	38	710	19	29	26	1	453	0	1,578	9.57	0.50	1	215
42	143.01	3,389.62	236	46	36	564	24	45	2	4	473	3	1,433	10.02	0.42	0	201
53	122.83	1,224.96	12	11	9	198	8	54	6	9	429	0	736	5.99	0.60	38	11
54	134.15	1,920.80	10	10	31	218	8	56	3	2	478	0	816	6.08	0.42	19	31
55	239.17	2,966.92	40	50	490	669	68	128	27	38	1766	1	3,277	13.70	1.10	94	115
56	116.50	2,316.38	12	5	135	314	62	45	20	7	482	0	1,082	9.29	0.47	8	38
66	712.30	6,557.08	916	253	278	5271	392	722	88	47	7481	7	15,455	21.70	2.36	169	508
68	530.61	5,027.12	781	247	205	2710	268	345	82	31	5324	7	10,000	18.85	1.99	75	293
68N	125.66	1,846.50	313	53	33	1011	56	74	0	0	947	0	2,487	19.79	1.35	19	173
69	428.09	3,641.80	749	312	186	2914	246	385	60	26	4254	14	9,146	21.36	2.51	99	400
69A	914.34	14,611.79	803	413	368	9450	940	1275	126	107	9835	7	23,324	25.51	1.60	302	937
69N	168.16	1,825.89	292	45	182	869	35	66	0	0	984	1	2,474	14.71	1.35	15	149
69W	963.01	14,254.40	855	427	1531	9144	724	1051	134	90	10434	18	24,408	25.35	1.71	179	980
70	64.17	719.53	59	25	585	321	30	47	9	6	514	3	1,599	24.92	2.22	10	58
71	3,374.64	49,530.97	2064	1137	4249	27981	2,338	3636	390	269	29712	44	71,820	21.28	1.45	369	3662
72	364.47	5,786.09	11	21	147	2239	87	510	39	34	1604	0	4,692	12.87	0.81	43	113
74	272.45	3,538.68	1	30	45	1125	100	310	15	10	889	0	2,525	9.27	0.71	21	27
75	450.49	6,598.80	24	47	121	4474	219	871	81	75	2517	0	8,429	18.71	1.28	55	181
76	98.66	1,681.98	1	11	6	315	23	91	7	11	298	0	763	7.73	0.45	4	21
79	162.80	1,726.19	13	7	57	550	63	234	25	47	841	0	1,837	11.28	1.06	116	9
88																	
91x	330.81	6,102.32	120	132	382	1239	354	85	55	10	1574	4	3,955	11.96	0.65	6	307
UC Supp.	64.85	843.98	2720	158	3	23	2	2	0	1	15	2	2,926	45.12	3.47	0	97
Night Owl	560.83	49.80	1883	10	6	84	3	1	0	0	36	0	2,023	3.61	40.62	0	74
TOTAL	16,818.25	222,881.96	117,847	12,629	10,605	95,404	8,229	12,738	1,647	1,123	118,782	276	379,280	22.55	1.70	1,968	16,968

5-5.a1

June Ridership 401,651

Attachment A

**Santa Cruz METRO
June 2008 Ridership Report**

ROUTE	Miles	Hours	Revenue	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	5,193.65	435.08	\$1,844.22	15,063	2,169	69	1,031	57	79	15	7	1,175	5	19,670	3.79	45.21	17	1003
13	989.28	84.60	\$272.61	4,389	363	16	158	7	9	0	3	218	0	5,163	5.22	61.03	1	192
15	3,420.44	287.32	\$980.80	15,964	862	76	554	25	33	7	1	643	2	18,167	5.31	63.23	7	645
16	12,122.07	983.51	\$6,053.66	44,451	3,911	320	3,392	103	194	44	33	3,544	17	56,009	4.62	56.95	18	2356
19	4,648.75	343.08	\$1,871.26	12,978	1,191	90	1,020	41	87	16	19	1,439	0	16,881	3.63	49.20	10	754
3	2,386.02	172.89	\$1,632.57	326	162	82	695	61	133	42	70	1,320	113	3,004	1.26	17.38	11	84
4	1,485.86	153.99	\$1,174.91	98	61	65	430	467	288	14	31	3,845	4	5,303	3.57	34.44	38	162
7	1,088.89	97.54	\$394.99	65	25	24	140	56	46	11	26	868	0	1,261	1.16	12.93	6	5
9	455.32	24.15	\$83.35	10	12	2	42	6	6	2	1	202	0	283	0.62	11.72	1	3
12A	118.48	8.55	\$17.19	270	70	2	8	5	1	0	1	21	0	378	3.19	44.21	0	23
20	5,937.10	395.67	\$2,220.45	10,742	944	113	1,220	116	107	18	20	1,776	150	15,206	2.56	38.43	11	624
27	632.52	54.00	\$100.83	1,469	148	3	52	2	6	3	0	13	0	1,696	2.68	31.41	0	99
31	2,238.22	115.14	\$1,003.59	54	95	77	552	37	25	14	1	970	1	1,826	0.82	15.86	16	120
32	750.58	44.46	\$231.67	14	7	11	138	9	1	0	0	133	0	313	0.42	7.04	2	8
33	224.37	10.35	\$78.10	1	6	0	43	10	1	0	1	73	0	135	0.60	13.04	0	0
34	125.64	7.95	\$92.06	4	0	2	56	2	1	0	0	60	0	125	0.99	15.72	1	0
35	37,610.26	1,885.20	\$30,642.76	1,137	506	708	16,742	910	1,303	348	189	20,743	27	42,613	1.13	22.60	83	2579
40	2,453.94	99.69	\$1,380.70	51	33	9	716	16	74	32	15	462	1	1,409	0.57	14.13	0	108
41	2,985.08	124.58	\$946.56	318	150	41	561	25	40	1	4	425	25	1,590	0.53	12.76	0	157
42	3,341.08	124.01	\$796.41	148	19	33	453	28	56	1	3	425	11	1,177	0.35	9.49	0	125
53	1,157.26	81.76	\$469.89	5	11	29	201	14	84	12	9	490	0	855	0.74	10.46	24	28
54	2,059.83	119.49	\$459.98	21	9	73	233	22	47	9	1	441	0	856	0.42	7.16	4	33
55	2,832.06	192.51	\$1,315.97	24	22	487	668	49	150	13	18	1,508	0	2,939	1.04	15.27	63	81
56	2,211.09	97.65	\$561.44	1	1	164	261	49	37	19	4	506	0	1,042	0.47	10.67	13	43
66	6,520.26	562.11	\$10,048.02	690	384	336	5,299	474	672	133	69	8,083	4	16,144	2.48	28.72	132	569
68	4,991.87	410.63	\$6,030.95	689	263	199	3,174	221	357	98	39	5,280	7	10,327	2.07	25.15	65	370
68N	1,852.50	132.99	\$1,560.24	269	55	58	937	44	59	0	0	1,297	0	2,719	1.47	20.45	14	135
69	3,485.19	315.00	\$6,195.67	663	351	214	3,384	251	361	63	37	4,514	15	9,853	2.83	31.28	65	404
69A	14,531.81	781.44	\$18,925.19	713	481	369	10,478	1,068	1,264	157	111	9,302	10	23,953	1.65	30.65	255	828
69N	1,713.04	137.49	\$1,633.17	240	82	136	965	34	55	0	0	1,068	2	2,582	1.51	18.78	23	159
69W	14,111.39	786.37	\$18,680.45	974	485	1,793	10,489	716	1,035	141	89	10,472	23	26,217	1.86	33.34	172	997
70	719.53	59.17	\$761.06	59	36	468	429	31	46	2	5	641	3	1,720	2.39	29.07	9	53
71	48,745.92	2,790.73	\$57,466.81	1,692	1,558	4,693	31,684	2,726	3,635	403	348	28,797	80	75,616	1.55	27.10	323	3828
72	5,485.20	265.24	\$3,703.14	8	32	114	1,909	102	359	38	67	1,441	0	4,070	0.74	15.34	22	97
74	3,402.08	197.76	\$3,167.12	10	42	57	1,767	134	264	13	21	826	0	3,134	0.92	15.85	24	30
75	6,594.18	397.50	\$9,673.80	20	48	143	5,250	254	913	78	60	2,577	0	9,343	1.42	23.50	82	184
76	1,892.23	99.75	\$865.12	2	6	5	437	39	119	9	7	431	0	1,055	0.56	10.58	4	30
79	1,641.07	95.82	\$1,526.37	6	14	42	669	66	267	27	40	693	0	1,824	1.11	19.04	56	0
91	2,122.56	87.85	\$3,266.48	103	169	500	1,655	263	127	98	23	1,980	9	4,927	2.32	56.08	13	30
UC Supp.	722.05	45.21	\$37.05	1,300	81	1	18	1	1	0	0	28	1	1,431	1.98	31.65	0	38
Night Owl	786.05	62.88	\$258.35	2,341	37	11	153	2	3	0	0	61	0	2,608	3.32	41.48	0	85
TOTAL	215,784.72	13,171.11	\$198,439.95	117,388	14,901	11,636	108,068	9,762	12,348	1,882	1,373	118,892	510	395,424	1.83	30.02	2,669	17,370
ROUTE	REVENUE	VTA/SC Day Pass	ECO CalTrain Pass	Full Fare	Tickets	S/D Riders	17 Day Pass	Passes/ Free Rides	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	W/C	Bike					
17	43,937.19	1,425.06	\$49,225.46	43	93	262	9,531	1,262	1,637	128	11,102	24,058	0.55	16.88	68	1,870		

June Ridership 419,482

5-5.61

Attachment B

Route by Route Ridership

Attachment C

June 2009

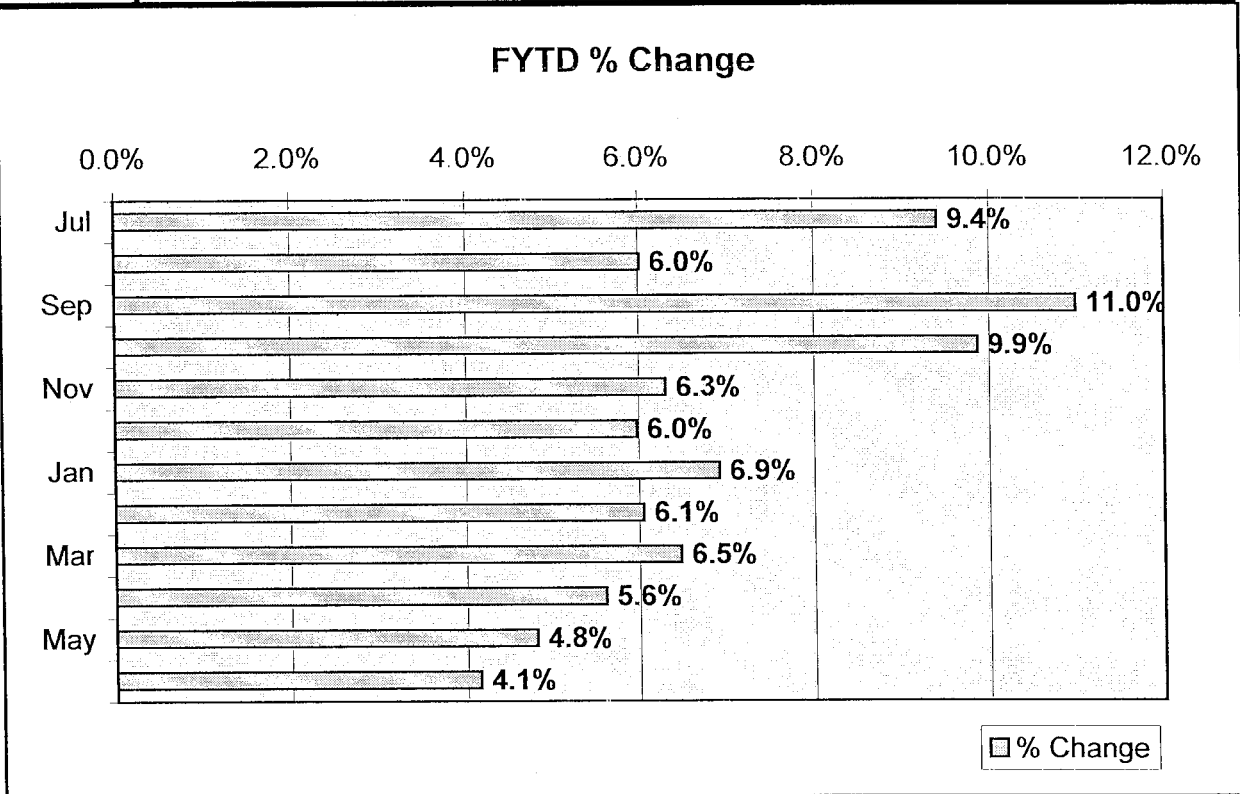
	Route	Destination	FY09 Riders	FY08 Riders	+/- from last year	%
1	Sup	Route 20 Supplemental	2,926	1,431	1,495	104.5%
2	33	Lompico	191	135	56	41.5%
3	42	Davenport/Bonny Doon	1,433	1,177	256	21.8%
4	12	University/Eastside Direct	459	378	81	21.4%
5	7	Beach St	1,476	1,261	215	17.0%
6	72	Corralitos	4,692	4,070	622	15.3%
7	55	Capitola/Rio Del Mar	3,277	2,939	338	11.5%
8	9	Prospect Heights	313	283	30	10.6%
9	10	University via High St.	21,308	19,670	1,638	8.3%
10	32	Santa Cruz/Scotts Valley	330	313	17	5.4%
11	56	Capitola/La Selva	1,082	1,042	40	3.8%
12	3	Natural Bridges	3,059	3,004	55	1.8%
13	27x	University Express	1,717	1,696	21	1.2%
14	4	Harvey West/Emeline	5,357	5,303	54	1.0%
15	13	University via Walnut	5,205	5,163	42	0.8%
16	34	South Felton	126	125	1	0.8%
17	79	East Lake	1,837	1,824	13	0.7%
18	40	Davenport	1,408	1,409	-1	-0.1%
19	41	Bonny Doon	1,578	1,590	-12	-0.8%
20	19	University via Lower Bay	16,523	16,881	-358	-2.1%
21	69A	Santa Cruz/Capitola/ Watsonville	23,324	23,953	-629	-2.6%
22	68	Live Oak via Broadway/Portola	10,000	10,327	-327	-3.2%
23	69N	Santa Cruz/Capitola Cabrillo Night	2,474	2,582	-108	-4.2%
24	66	Live Oak via 17th Avenue	15,455	16,144	-689	-4.3%
25	54	Capitola/Aptos/La Selva	816	856	-40	-4.7%
26	71	Watsonville/Santa Cruz	71,820	75,616	-3,796	-5.0%
27	20	University via Westside	14,382	15,206	-824	-5.4%
28	35	San Lorenzo Valley	40,134	42,613	-2,479	-5.8%
29	16	University via Laurel East	52,386	56,009	-3,623	-6.5%
30	69W	Santa Cruz/Capitola/Cabrillo Watsonville	24,408	26,217	-1,809	-6.9%
31	17	Santa Cruz/San Jose	22,371	24,058	-1,687	-7.0%
32	70	Santa Cruz/Cabrillo	1,599	1,720	-121	-7.0%
33	69	Santa Cruz/Capitola	9,146	9,853	-707	-7.2%
34	15	University via Laurel West	16,835	18,167	-1,332	-7.3%
35	68N	Beach/Broadway/Portola Night	2,487	2,719	-232	-8.5%
36	75	Green Valley	8,429	9,343	-914	-9.8%
37	53	Capitola/Dominican	736	855	-119	-13.9%
38	74	Ohlone Parkway/Rolling Hills	2,525	3,134	-609	-19.4%
39	91	Santa Cruz-Watsonville Express	3,955	4,927	-972	-19.7%
40	N/O	Night Owl	2,023	2,608	-585	-22.4%
41	76	Corralitos/Buena Vista	763	1,055	-292	-27.7%
42	31	Santa Cruz/Scotts Valley	1,286	1,826	-540	-29.6%
43	88	Armory	0	0	0	N/A
TOTALS			401,651	419,482	-17,291	-4.1%

5-5.c1

**FYTD % Change in Ridership
Through June 2009**

Attachment D

	FY09 YTD Ridership	FY08 YTD Ridership	% Change
Jul	353,009	322,665	9.4%
Aug	695,099	655,645	6.0%
Sep	1,167,955	1,052,295	11.0%
Oct	1,890,113	1,720,398	9.9%
Nov	2,408,509	2,265,585	6.3%
Dec	2,796,142	2,638,454	6.0%
Jan	3,353,465	3,136,331	6.9%
Feb	3,902,693	3,680,029	6.1%
Mar	4,452,941	4,182,201	6.5%
Apr	5,059,385	4,790,653	5.6%
May	5,631,694	5,373,601	4.8%
Jun	6,033,345	5,793,083	4.1%

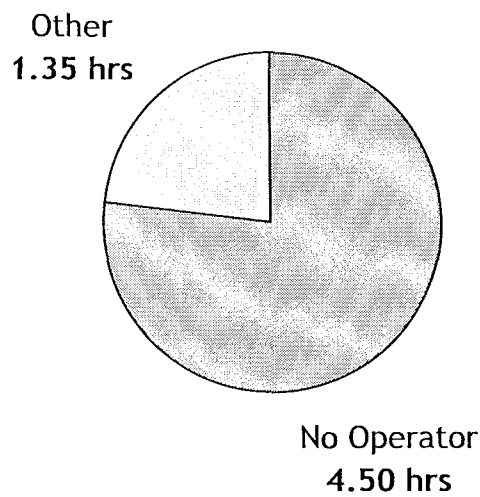


Dropped Service for FY09

Attachment E

	FY07		FY08		FY09	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81
August	15.02	276.46	4.93	110.45	1.13	23.95
September	11.30	160.72	9.00	191.05	11.50	194.51
October	37.52	540.19	9.52	122.24	29.75	555.98
November	37.55	477.48	3.32	45.89	11.60	59.92
December	6.08	143.84	18.97	241.87	1.58	26.64
January	12.24	188.23	49.20	453.86	0.97	10.95
February	13.07	188.23	53.53	717.31	25.18	488.75
March	7.13	133.30	22.50	315.63	18.73	452.08
April	4.85	43.67	40.75	586.55	19.57	310.04
May	16.00	241.42	16.40	246.82	19.33	284.60
June	62.19	802.29	52.05	882.35	5.85	73.64
TOTAL	227.96	3,292.71	285.70	4,004.99	226.74	3,963.85

Dropped Service Breakdown for June 2009



5-5.e1

BUS OPERATOR LIFT TEST *PULL-OUT*

June 2009

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

5-5.f1

Attachment F

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JUNE 2009

Attachment 

BUS #	DATE	DAY	REASON
2304 17 ORI 40	3-Jun	Wednesday	Lift is intermitten. Boarded disabled person, unable to use lift to deboard.
2217 D/C LF 35	3-Jun	Wednesday	Ramp will only deploy manually.
9828 LFF 40	5-Jun	Friday	W/C stop request button, left side doesn't function.
9838 GIL 40	10-Jun	Wednesday	Can't get lift to work.
2205 CNG LFF 40	11-Jun	Thursday	Ramp doesn't sit flush on floor when stowed.
2211 D/C LF 35	15-Jun	Monday	Ramp, stowed does not lay flat.
2304 17 ORI 40	25-Jun	Thursday	Lift did not "lift" using electric mobility device. Dispatch deployed separate coach.
2803 17 CNG 40	29-Jun	Monday	Kneel switch cover loose. Please tighten.

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


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

5-5.g1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

SUBJECT: SANTA CRUZ METRO LIFT PROBLEMS AND LIFT TEST RESULTS FOR MAY 2009

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total passenger lift problems for the month of May 2009 was thirteen (13). The majority of problems were related to the kneel feature and the wheelchair securement bar.
- One hundred percent (100%) of lifts were working when the buses pulled out.
- Of the thirteen (13) passenger lift problems, 76% occurred on Low Floor Flyer CNG buses and Highway 17 Orion buses.

III. DISCUSSION

During the month of May 2009, there were thirteen (13) malfunctions in the passenger lift. Of these problems, four (4) were related to the kneel feature being fixed in the lowered position or not alerting the passenger when it was being engaged. Another four (4) problems were due to the wheelchair retaining arm being difficult or impossible to use and needing replacement.

After being checked by bus operators, 100% of the pull-out buses' lifts were functional in May 2009. This was determined by dividing the number of average buses in service by the average number of lifts operating.

Low Floor Flyer CNG buses and Highway 17 Orion buses each had five (5) passenger lift malfunctions making up 76% of the total malfunctions in May 2009. The Low Flyer CNG buses have 86% of their fully functional available buses in service, on average, with two (2) spares. The Highway 17 Orion buses have 67% of their available buses in service, on average, with three (3) spares. This number of spare buses should be sufficient to buffer occasional lift malfunctions and keep service running on schedule.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes is reflected in the FY09 Revenue.

5-6.1

V. ATTACHMENTS

Attachment A: May 2009 Bus Operator Lift Test

Attachment B: May 2009 Passenger Lift Problems

Prepared by: Sandra H. Winkler

5-6.2

BUS OPERATOR LIFT TEST *PULL-OUT*

MAY 2009

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/LOW FLOOR - 35'	18	2	16	12	4	12	100%
FLYER/LOW FLOOR - 40'	12	2	10	7	3	7	100%
FLYER/HIGHWAY 17 - 40'	7	1	6	0	6	0	100%
ORION/HIGHWAY 17 - 40'	11	2	9	6	3	6	100%
CNG/HIGHWAY 17 - 40'	5	1	4	3	1	3	100%
CNG NEW FLYER - 40'	18	4	14	12	2	12	100%
DIESEL CONVERSION - 35'	15	4	11	11	0	11	100%
DIESEL CONVERSION - 40'	14	2	12	10	2	10	100%
GILLIG/SAM TRANS - 40'	10	2	8	5	3	5	0%
GOSHEN	1	0	1	1	0	1	100%
TROLLEY	1	0	1	0	1	0	100%

5-6.a1

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF MAY 2009

Attachment **B**

BUS #	DATE	DAY	REASON
230717 ORI 40	1-May	Thursday	Wheelchair securement bar missing a piece.
2802 LF 17 CNG 40	1-May	Thursday	Kneeling feature not working.
2202 CNG LFF 40	1-May	Thursday	Coach seems like it does not disengage fully from "kneel" - especially if in kneel for several minutes, proceeding underway afterwards the bus jerks strongly up and down in front end.
2813 LF CNG 40	3-May	Sunday	Beeper not working on kneel.
9803 LFF 35	4-May	Monday	Pivot points & hinge on ramp needs lubrication, won't raise up without help from driver.
2602 LF CNG 40	5-May	Tuesday	Ramp doesn't sound off when deployed.
2215 D/C LF 35	7-May	Thursday	Kneel is sticking lowered position.
2306 17 ORI 40	9-May	Saturday	Lift stuck.
2302 17 ORI 40	15-May	Friday	Curbside wheelchair securement bar hard to deploy.
2307 17ORI 40	21-May	Thursday	The W/C arm is broken off.
2307 17ORI 40	21-May	Thursday	W/C retainer arm needs to be replaced.
2205 CNG LFF 40	21-May	Thursday	Stop request sign behind driver doesn't light up unless W/C bell is rung.
9823 LFF 40	22-May	Friday	Ramp does not deploy.

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

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

5-6.61

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ
MONTHLY SERVICE REPORT FOR THE MONTH OF JUNE 2009**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- There were nine (9) school-term days in both June 2009 and June 2008.
 - Revenue received from UCSC was \$160,072.95 versus \$155,257.04; an increase of 3.1%
 - System-wide UCSC ridership increased by 14.4% FYTD.
 - Total student ridership increased by 16.1% FYTD.
 - Total Faculty/Staff ridership decreased by 5.7% FYTD.
 - Average Student ridership per school-term day increased by 0.4%
 - Average Faculty/Staff ridership per weekday decreased by 15.2%

III. DISCUSSION

For the month of June 2009, there were nine (9) school-term days from June 1, 2009 to the conclusion of the school year on June 11, 2009.

UCSC Revenue in June 2009 increased a total of \$4,815.91 or 3.1% over June 2008. UCSC ridership for all METRO service in June 2009 was positive compared to June 2008, with an increase of 14.4% FYTD. Monthly comparisons included a modest 0.4% increase in Average Student ridership per school-term day and a 15.2% decrease in Average Faculty/ Staff ridership per weekday in June 2009 from June 2008.

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership increasing by 0.4% and decreasing by 15.2% respectively.

IV. FINANCIAL CONSIDERATIONS.

Total revenue received as of June 2009 is positive 14.1% FYTD over June 2008 actuals.

5-7.1

V. ATTACHMENTS

- Attachment A: Total UCSC Monthly Revenue**
Attachment B: Total UCSC Ridership
Attachment C: Monthly UCSC Ridership
Attachment D: Total UCSC Student Ridership
Attachment E: Total UCSC Faculty/Staff Ridership

Prepared by: Erich Friedrich

5-7.2

Total UCSC Monthly Revenue

FY 08 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-07	\$ 33,024.00	\$ 15,920.00				\$ 48,944.00	\$ 46,696.41	4.8%	\$ 2,247.59
Aug-07	\$ 38,130.53	\$ 17,149.80				\$ 55,280.33	\$ 54,014.10	2.3%	\$ 1,266.23
Sep-07	\$ 101,639.55	\$ 16,690.11	\$ 2,433.63	\$ 4,176.42	\$ 1,501.57	\$ 126,441.28	\$ 170,754.64	-26.0%	\$ (44,313.36)
Oct-07	\$ 331,758.64	\$ 20,061.49	\$ 7,658.98	\$ 8,740.07	\$ 5,020.67	\$ 373,239.85	\$ 314,022.57	18.9%	\$ 59,217.28
Nov-07	\$ 247,552.14	\$ 16,527.66	\$ 6,321.47	\$ 3,205.48	\$ 5,018.58	\$ 278,625.33	\$ 253,496.74	9.9%	\$ 25,128.59
Dec-07	\$ 119,753.81	\$ 12,320.21	\$ 4,731.24	\$ 4,824.85	\$ 2,820.60	\$ 144,450.71	\$ 76,128.86	89.7%	\$ 68,321.85
Jan-08	\$ 256,740.31	\$ 17,162.30	\$ 10,939.02	\$ 2,683.50	\$ 3,671.21	\$ 291,196.34	\$ 277,066.89	5.1%	\$ 14,129.45
Feb-08	\$ 276,028.54	\$ 18,729.40	\$ 13,041.41	\$ 4,439.97	\$ 4,601.84	\$ 316,841.16	\$ 256,817.50	23.4%	\$ 60,023.66
Mar-08	\$ 209,758.69	\$ 17,772.03	\$ 8,550.08	\$ 7,601.47	\$ 4,626.41	\$ 248,308.68	\$ 210,515.59	18.0%	\$ 37,793.09
Apr-08	\$ 297,663.63	\$ 20,042.00	\$ 13,705.06	\$ 7,208.57	\$ 5,651.21	\$ 344,270.47	\$ 272,972.83	26.1%	\$ 71,297.64
May-08	\$ 275,379.83	\$ 19,473.42	\$ 12,965.34	\$ 9,079.77	\$ 6,163.16	\$ 323,061.52	\$ 294,166.80	9.8%	\$ 28,894.72
Jun-08	\$ 127,125.79	\$ 16,138.87	\$ 4,122.59	\$ 4,842.39	\$ 3,027.40	\$ 155,257.04	\$ 148,913.76	4.3%	\$ 6,343.28
FY 2008 Totals	\$ 2,314,555.46	\$ 207,987.30	\$ 84,468.82	\$ 56,802.49	\$ 42,102.65	\$ 2,705,916.71	\$ 2,375,566.69	13.9%	\$330,350.02
FY 09 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-08	\$ 40,787.95	\$ 14,367.08	-	\$ 9,719.80	-	\$ 64,874.83	\$ 48,944.00	32.5%	\$ 15,930.83
Aug-08	\$ 43,773.78	\$ 16,273.16	-	\$ 10,973.81	-	\$ 71,020.75	\$ 55,280.33	28.5%	\$ 15,740.42
Sep-08	\$ 151,871.29	\$ 18,162.59	\$ 3,763.96	\$ 2,563.82	\$ 2,007.46	\$ 178,369.12	\$ 126,441.28	41.1%	\$ 51,927.84
Oct-08	\$ 408,791.24	\$ 21,030.79	\$ 13,538.41	\$ 1,999.52	\$ 5,435.42	\$ 450,795.38	\$ 373,239.85	20.8%	\$ 77,555.53
Nov-08	\$ 274,825.68	\$ 15,381.16	\$ 10,512.74	\$ 5,500.47	\$ 3,989.36	\$ 310,209.41	\$ 278,625.33	11.3%	\$ 31,584.08
Dec-08	\$ 129,527.31	\$ 11,581.57	\$ 4,892.43	\$ 3,560.21	\$ 2,118.85	\$ 151,680.37	\$ 144,450.71	5.0%	\$ 7,229.66
Jan-09	\$ 324,761.80	\$ 15,605.62	\$ 11,679.83	\$ 297.04	\$ 3,803.13	\$ 356,147.42	\$ 291,196.34	22.3%	\$ 64,951.08
Feb-09	\$ 313,712.45	\$ 16,053.38	\$ 12,788.37	\$ 893.73	\$ 4,582.22	\$ 348,030.15	\$ 316,841.16	9.8%	\$ 31,188.99
Mar-09	\$ 256,439.79	\$ 16,335.68	\$ 7,795.60	\$ 1,419.89	\$ 4,529.94	\$ 286,520.90	\$ 248,308.68	15.4%	\$ 38,212.22
Apr-09	\$ 337,553.59	\$ 16,412.05	\$ 13,858.64	\$ 657.89	\$ 6,013.28	\$ 374,495.45	\$ 344,270.47	8.8%	\$ 30,224.98
May-09	\$ 300,396.54	\$ 15,066.45	\$ 12,869.92	\$ 1,647.19	\$ 6,425.82	\$ 336,405.92	\$ 323,061.52	4.1%	\$ 13,344.40
Jun-09	\$ 136,348.98	\$ 14,611.75	\$ 4,245.33	\$ 1,648.20	\$ 3,218.69	\$ 160,072.95	\$ 155,257.04	3.1%	\$ 4,815.91
	\$ 2,718,790.40	\$ 190,881.28	\$ 95,945.23	\$ 40,881.57	\$ 42,124.17	\$ 3,088,622.65	\$ 2,705,916.71	14.1%	\$382,705.94

5-7. a1

Attachment A

Monthly UCSC Ridership

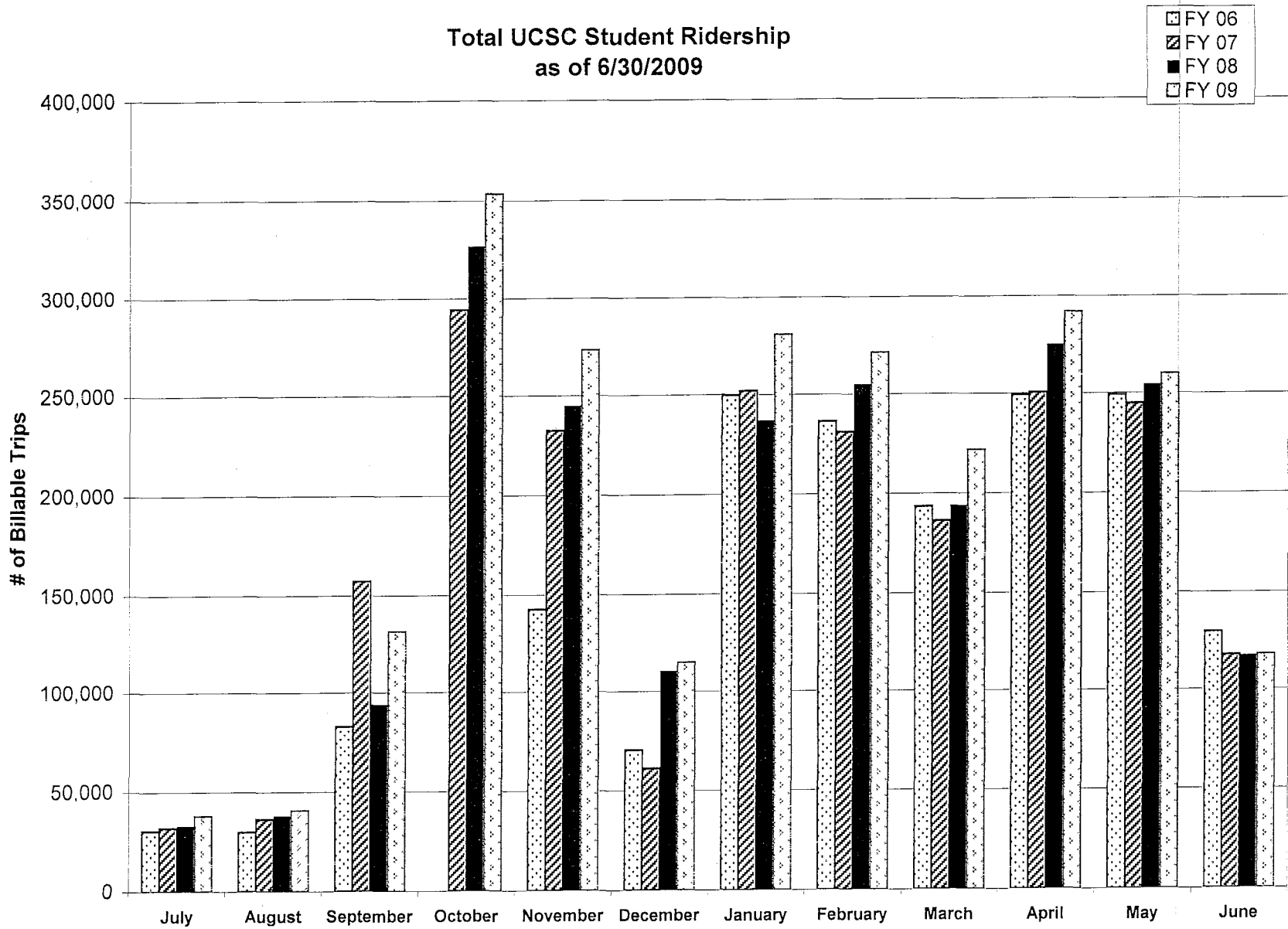
June 2009	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Term Day			Average Faculty/Staff Ridership Per Weekday		
	FY 09	FY 08	%	FY 09	FY 08	%	FY 09	FY 08	%	FY 09	FY 08	%
Regular Service	111,752	111,232	0.5%	12,339	14,538	-15.1%	12,416.9	12,359.1	0.5%	560.9	660.8	-15.1%
Supplemental	2,720	2,340	16.2%	158	178	-11.2%	302.2	260.0	16.2%	7.2	8.1	-11.2%
Night Owl	1,883	2,341	-19.6%	10	37	-73.0%	209.2	260.1	-19.6%	0.5	1.7	-73.0%
27x	1,492	1,469	1.6%	122	148	-17.6%	165.8	163.2	1.6%	5.5	6.7	-17.6%
TOTAL	117,847	117,382	0.4%	12,629	14,901	-15.2%	13,094.1	13,042.4	0.4%	574.0	677.3	-15.2%

5-7.01

Attachment C

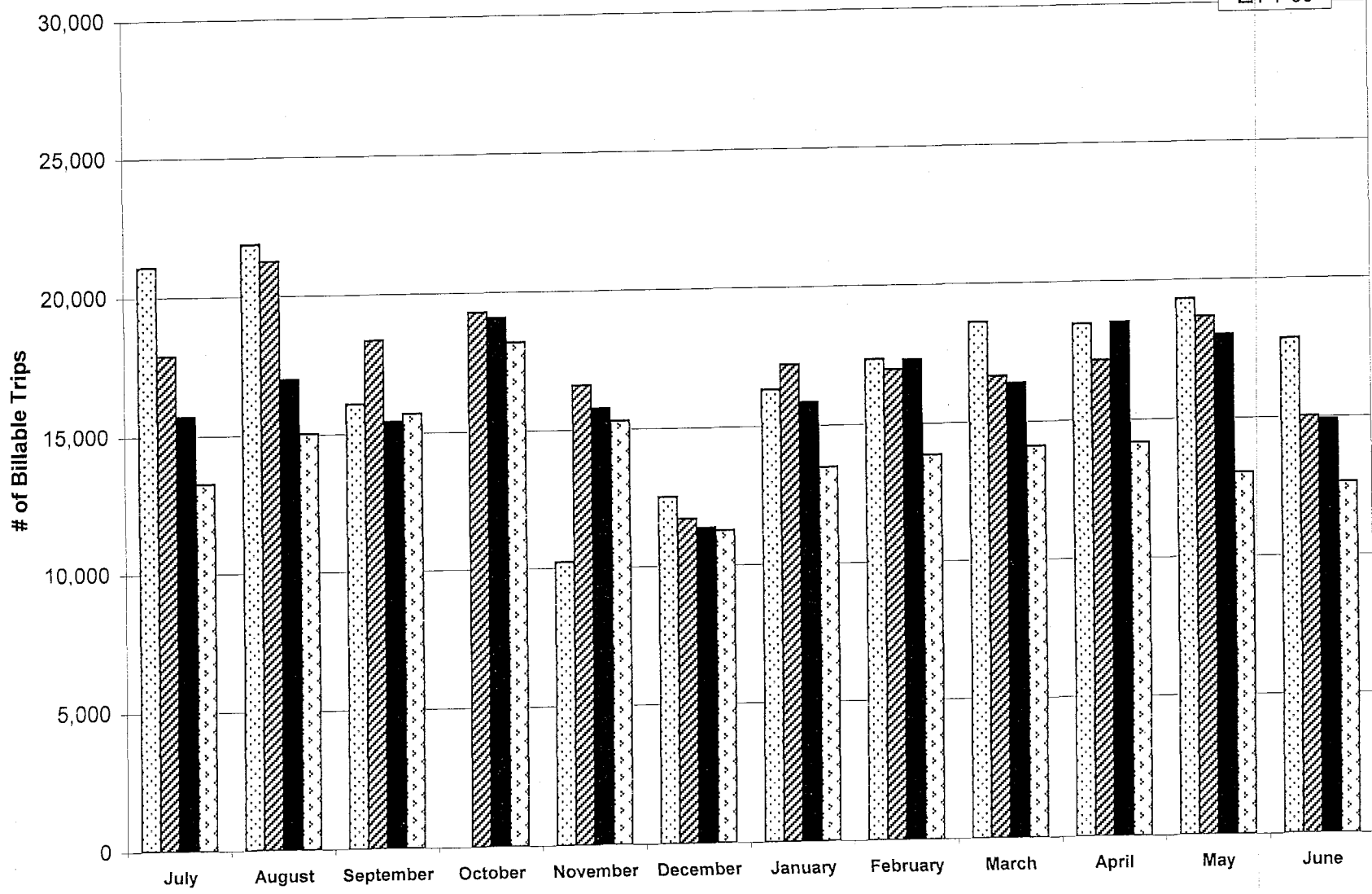
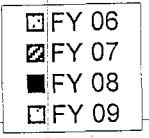
5-7.d1

Total UCSC Student Ridership as of 6/30/2009



Attachment D

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



5-7.e1

Attachment E

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ
SPRING QUARTER 2009 SERVICE UPDATE**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- UCSC Winter service began on March 30, 2009 and ended on June 11, 2009
- There were fifty-four (54) school-term days for both Spring service 2009 and Spring service 2008.
- Overall UCSC ridership increased by 3.81%
- Student trips for Spring 2009 increased by 5.7% versus Spring 2008.
- Faculty/staff trips for Spring decreased by 23.6% versus Spring 2008.

III. DISCUSSION

UCSC's Spring Quarter started March 30, 2009 and ended on June 11, 2009 showing an 3.81% increase in overall ridership versus Spring Quarter 2008. The ridership data reiterates the current trend of significant percent increases (5.7%) in student ridership that coincides with double digit percent decreases (23.6%) in faculty/staff ridership. The data shows that student and faculty/staff ridership figures are becoming more inversely related meaning that as student ridership continues to increase, faculty/staff ridership will decrease. This inverse relationship is most likely due to faculty and staff opting out of riding mass transit because most UCSC service is at capacity with students already.

West side service (Route 20 and Route 20D Supplemental) to the University continues to maintain a demand growth that is approaching current service capacity. Please see Attachments A through C for statistical and graphical evidence regarding Routes 20 and 20D. The 27x express route has dropped ridership since Spring Quarter 2008. Also Night Owl service has stagnated in ridership among UC students and UC faculty/staff.

IV. FINANCIAL CONSIDERATIONS

Revenue from UCSC service is reflected in the FY09 & FY10 Budget. As of May 2009 UCSC service revenue is 7.2% over budget.

5-8.1

V. ATTACHMENTS

- Attachment A: UCSC Ridership Chart**
Attachment B: UCSC Percent Change in Ridership
Attachment C: UCSC Ridership by University Routes

Prepared By: Erich R. Friedrich

5-8.2

UCSC Ridership Chart

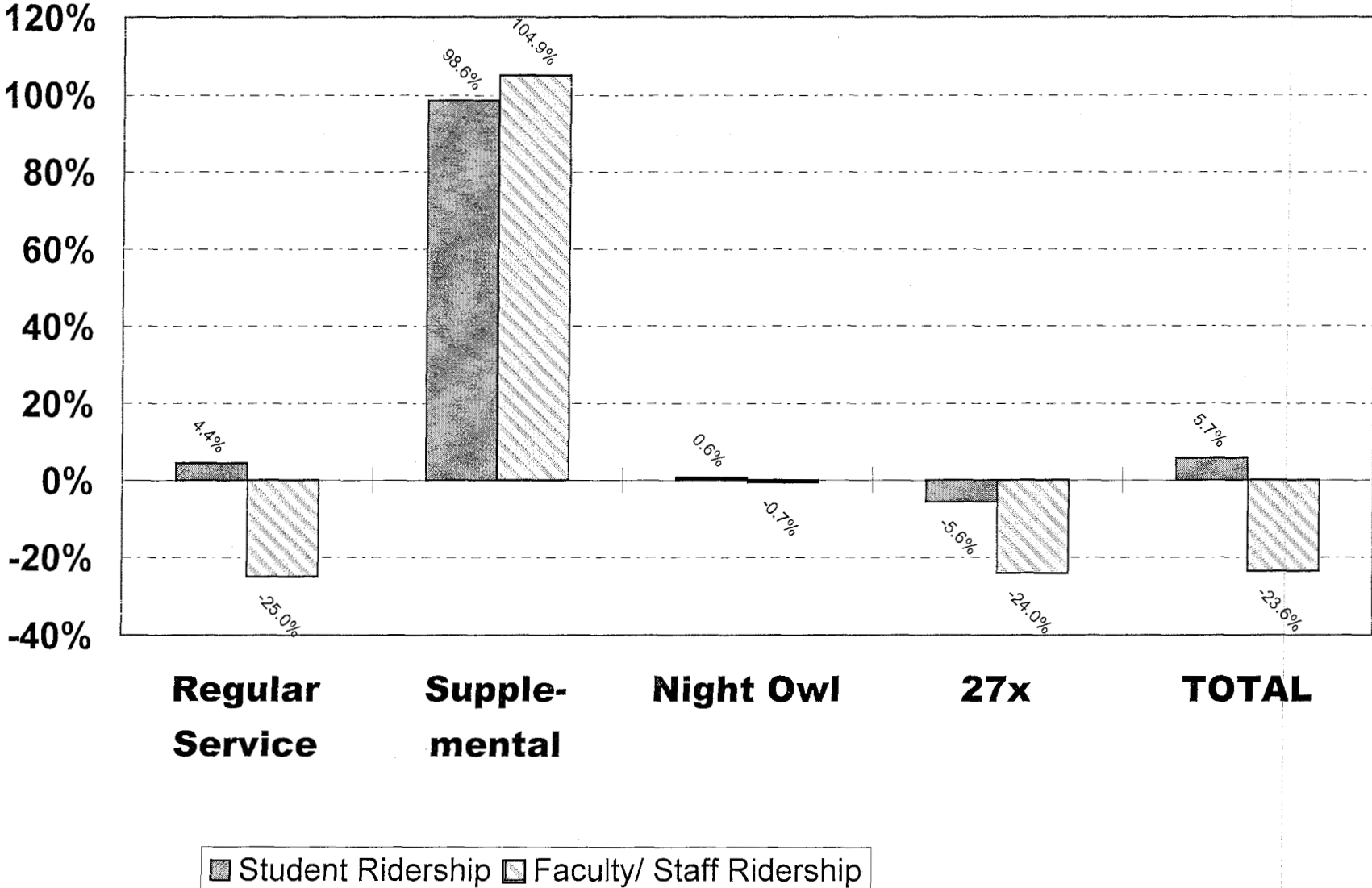
Spring 2009	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Term Day			Average Faculty/Staff Ridership Per Weekday		
	FY 09	FY 08	%	FY 09	FY 08	%	FY 09	FY 08	%	FY 09	FY 08	%
Regular Service	623,088	596,937	4.4%	32,153	42,888	-25.0%	11,756.4	11,263.0	4.4%	595.4	794.2	-25.0%
Supplemental	21,473	10,814	98.6%	955	466	104.9%	405.2	204.0	98.6%	17.7	8.6	104.9%
Night Owl	13,877	13,795	0.6%	152	153	-0.7%	261.8	260.3	0.6%	2.8	2.8	-0.7%
27x	10,677	11,313	-5.6%	619	815	-24.0%	201.5	213.5	-5.6%	11.5	15.1	-24.0%
TOTAL	669,115	632,859	5.7%	33,879	44,322	-23.6%	12,624.8	11,940.7	5.7%	627.4	820.8	-23.6%

	FY 09	FY 08	%
Grand Total	702,994	677,181	3.81%

5-8.a1

Attachment A

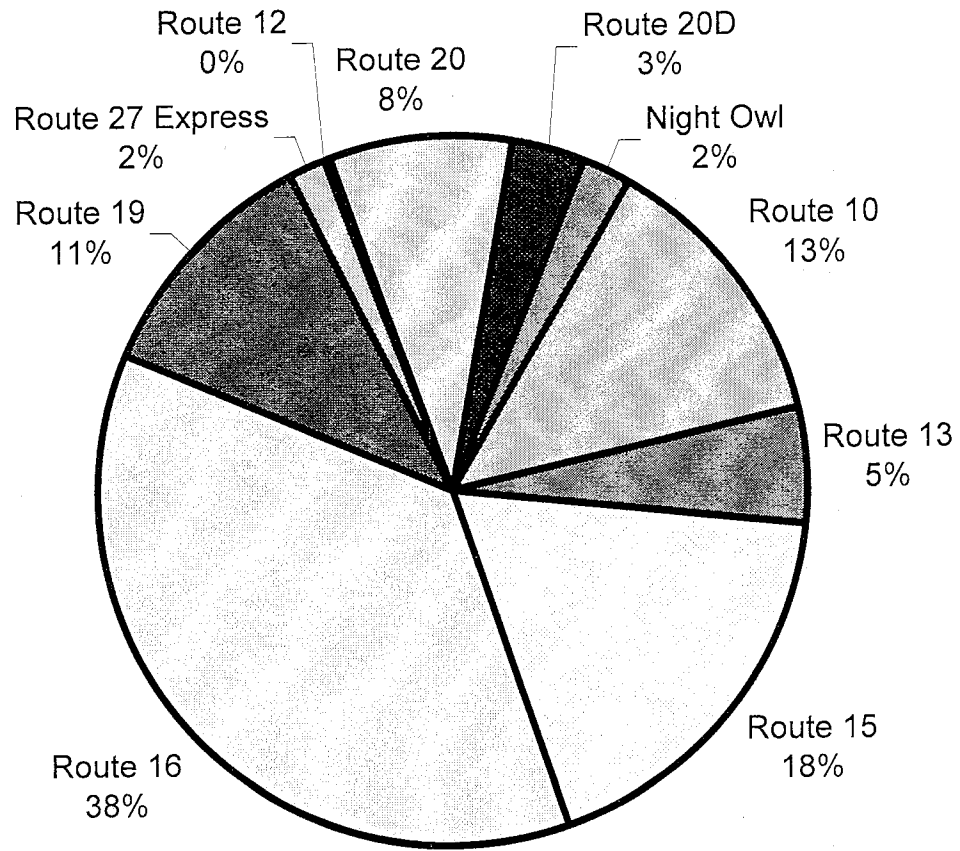
UCSC % Change in Ridership



5-8.61

Attachment B

UCSC Ridership by University Routes



5-8.01

Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Maintenance Building
 - West Bay Builders working on punch-list items for the first phase of building.
 - West Bay has completed the installation of the tilt-up panels, retaining wall and CMU walls
 - West Bay is continuing with site work on 2nd half of site.
 - Chassis wash pit
 - Trash enclosure
 - Structural Steel
 - Tilt-up panel Closure Strip
- Operations Building
 - RNL has repackaged the Operations Building.
 - Invitation For Bids(RFI) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
 - DMC Construction has completed the metal framing, doors, plumbing, and HVAC.
 - Current interior work consists of restrooms, lobby area, floors, walls, and elevator.
 - DMC is continuing site work for new area for the building lobby and elevator.

III. DISCUSSION

West Bay Builders is continuing to work on punch-list items for the first phase of the Maintenance Building. Currently, West Bay Builders is continuing site work on the 2nd half of site. West Bay has completed the installation of the tilt-up panels, retaining wall and CMU walls. West Bay is continuing site work for the chassis wash pit, trash enclosure, structural steel, and tilt-up panel closure strips. Construction meetings are held weekly to maintain project schedule.

5-9.1

In regards to the Operations Building, RNL Design has completed the re-package of the Operations Building. The plans have been reviewed by the City of Santa Cruz, and plan checked by Bureau Veritas. Invitation for Bids is pending State release of Proposition 1B Bond Funds.

DMC Construction is continuing interior and exterior site work. DMC has completed metal framing, door installations, plumbing, and HVAC system. Current interior work consists of restrooms, lobby area, floors, walls, and elevator. The exterior work continues with elevator work, access ramps, and generator concrete pad. DMC is continuing to turn in submittals and RFI. Weekly construction meetings held to maintain schedule.

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

New updates on the MetroBase Project:

- West Bay completed tilt-up panels, retaining wall, and CMU walls construction.
- DMC interior and exterior work continuing.

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
 - West Bay working on 2nd half site work, and punch-list items for 1st half.
 - IFB 06-01 Maintenance Building awarded to West Bay Builders.
 - Weekly Construction Meetings.
- B. Operations Building
 - RNL Design Operations Building re-package complete.
 - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
 - Wald, Ruhnke & Dost Architects completed bid set.
 - Invitation For Bids 09-10 due March 24, 2009.
 - On April 24, 2009, the Board of Directors approved a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.
 - Notice-to-Proceed for Vernon project is May 6, 2009.
 - Weekly Construction Meetings.

IV. FINANCIAL CONSIDERATIONS

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

5-9.2

V. ATTACHMENTS

Attachment A: None

5-9.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

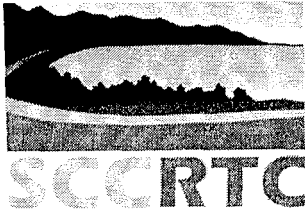
V. ATTACHMENTS

Attachment A: Minutes of the June 4, 2009 Regular SCCRTC Meeting

Attachment B: Minutes of the June 18, 2009 Transportation Policy Workshop

5-10.1

Attachment A



Santa Cruz County Regional Transportation Commission

MINUTES

Thursday
June 4, 2009
9:00 a.m.

Watsonville City Council Chambers
275 Main Street, 4th Floor
Watsonville, CA

1. Roll call

The meeting was called to order at 9:12 am.

Members present:

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

Member absent: Pat Spence

2. Oral communications

Mark Greenfield asked the Commission to remember the Pajaro train station when planning future transportation options.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there were add-on pages to Items 17 and 19 and to Item 5 on the agenda for the Service Authority for Freeway Emergencies (SAFE).

CONSENT AGENDA (Nicol/Pirie) approved unanimously

MINUTES

4. Approved draft minutes of the May 7, 2009 regular SCCRTC meeting

5-10.a1

5. Approved draft minutes of the May 21, 2009 Transportation Policy Workshop meeting
6. Accepted draft minutes of the May 18, 2009 Bicycle Committee meeting
7. Accepted draft minutes of the May 21, 2009 Interagency Technical Advisory Committee meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

No consent items

BUDGET AND EXPENDITURES ITEMS

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

ADMINISTRATION ITEMS

9. Accepted staff recommendation regarding Bicycle Committee membership appointments

INFORMATION/OTHER ITEMS

10. Accepted monthly meeting schedule
11. Accepted correspondence log
12. Accepted letters from SCCRTC committees and staff to other agencies - None
13. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues
14. Accepted information items
 - a. Article from May 14, 2009 *Sentinel* titled "Avid bike to worker Daniel Kostalec to be honored Thursday by Capitola city council" and Proclamation from City of Capitola

REGULAR AGENDA

15. Commissioner reports – None

5-10.a2

16. Director's report

Commissioner Lane requested a contribution for the Santa Cruz County Complete Count Committee for the upcoming census. Executive Director George Dondero plans to approve a contribution of \$1,000 because transportation funding levels are affected by the census results. Discussion ensued regarding whether the Complete Count Committee will benefit the entire county and it was determined that more information will be provided at a future RTC meeting prior to approving a contribution.

Mr. Dondero and senior planner Karena Pushnik attended the annual Tranny Awards presentation on June 3 in Sacramento. The Highway 1/17 Merge Lanes Project was nominated but unfortunately did not receive an award. Mr. Dondero will be meeting with the California Transportation Commission and state legislators to lobby for landscaping for the project and the project will be nominated for an award again after the landscaping is completed.

Mr. Dondero added that it is important to contact legislators to protect Proposition 42 transportation funding.

17. Caltrans report and consider action items

Rich Krumholz, Caltrans District 5 Director, reported that Caltrans is working to secure the \$1.7 million necessary for landscaping to finish the Highway 1/17 Merge lanes project. Mr. Krumholz reported on safety projects on Highway 17 and said that roadbed restoration on Highway 236 will require Highway 236 to be closed completely for 3-5 weeks for pile driving.

18. Draft goals/policies and evaluation measures for the *2010 Regional Transportation Plan*

Senior Planner Karena Pushnik reported that this item was continued from the May Transportation Policy Workshop and that additional Commissioner comments received start on page 18-19. Ms. Pushnik referred to two new draft evaluation measures and added that there will be public review of the draft document.

Commissioners discussed the suggested language modifications for section 5.4, and removing dollar amounts connected to the *Major Transportation Investment Study* since they no longer reflect actual costs.

Commissioner Nicol moved and Commissioner Rivas seconded to approve the staff recommendations that the Regional Transportation Commission approve for inclusion in the Draft 2010 RTP and for consideration during environmental review:

1. Amendments to the 2005 Regional Transportation Plan (RTP) Goals and Policies which includes the changes shown in Attachment 1, and

2. Evaluation Measures

Commissioner Pirie asked for a friendly amendment to remove dollar amounts connected to the *Major Transportation Investment Study*. The maker and second of the motion agreed.

The motion passed with Commissioner Pirie voting "no".

Because Item 19 is a scheduled public hearing, the RTC skipped to Item 20.

20. Regional Transportation Plan - Project List Development - Taken out of order after Item 18

Senior Planner Rachel Moriconi gave the staff report referring to a list of regional projects for which the RTC is the lead agency. She said that staff will take all comments from the Commission and bring the list back in August along with an updated costs analysis.

Commissioner Campos moved and Commissioner Nicol seconded to approve the staff recommendations that the Regional Transportation Commission (RTC) identify regional projects for consideration in the 2010 or 2012 *Regional Transportation Plan* update.

There was no action needed and no vote was taken.

The Commission recessed at 9:58 am.

The Commission reconvened at 10:06 am.

19. **10:00 AM PUBLIC HEARING** and adoption of program of projects for American Reinvestment and Recovery Act (ARRA) and Regional Surface Transportation Program (RSTP) funds - Taken out of order after Item 20

Executive Director George Dondero introduced the item stating that staff worked diligently to present sound recommendations and that it is prudent for the RTC to reserve some funds due to a number of uncertainties affecting regional projects.

Senior Planner Rachel Moriconi presented the staff report reviewing the staff recommendations and saying that the reserve of \$1.8 million would help leverage federal earmarks and address possible cost increases.

The floor was opened for the public hearing.

Micah Posner, People Power, said that the bicycle signage program would make it safer for cyclists by getting them off roads that are dangerous.

5-10.a4

Carolyn Jett, Greenways to Schools, said that a bicycle signage program will help new cyclists who often don't know the best routes to ride their bikes.

Ursula Emhart, People Power, expressed support for the bicycle signage program.

Piet Canin, Ecology Action, thanked the RTC for supporting the Go Green program.

Chris Schneider, City of Santa Cruz Public Works, said that although the bike signage program is a good idea, the signs must meet regulatory requirements and that staffing shortages make coordinating with regulatory agencies difficult.

Mark Greenfield said that buses can carry bikes.

Theresia Rogerson said that the south county based Community Traffic Safety Coalition project fits the criteria and asked for funding. Ms. Rogerson said that pedestrian injuries in Watsonville rank third in the state; that the bike helmet use rate is 11% vs. 40% in the rest of the county.

Commissioner Tavantzis expressed concern regarding the administrative and set-up costs for the first year of the two-year plan.

Angela Rocchio, United Way, expressed support for the bike signage.

Ms Rose said that signage is important and that protocols for signs exist in other areas.

Larry Pageler and **Cathy Crowe**, UCSC, supported buying two new vanpool vehicles for the university saying that the vanpools served about 255 people.

Commissioners discussed the bike signage and south county Community Traffic Safety Coalition requests and whether the funding was fairly distributed according to population.

Commissioner Coonerty moved to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Adopt a resolution programming \$5.6 million in American Reinvestment and Recovery Act (ARRA) funds (including \$363,500 in ARRA Transportation Enhancement (TE) funds), and \$4 million in FY09/10-FY10/11 Regional Surface Transportation Program (RSTP) funds, holding \$1 million in RSTP in reserve;
2. Direct staff to return to the RTC to consider programming the reserved funds to unmet transportation needs identified during this funding cycle, if and when it is determined that those funds are not needed to respond to funding uncertainties, leverage new funding, or for regional projects;

5-10.a5

3. Consider recommendations made by the RTC's advisory committees;
4. Agree to act as the sponsoring agency for Ecology Action's Go Green project and authorize the Executive Director to enter into agreements with Ecology Action as may be necessary to pass the funds through to Ecology Action; and
5. Request that the Association of Monterey Bay Area Governments (AMBAG) and Caltrans incorporate these amendments into the Federal Transportation Improvement Program (FTIP).

with amendments to include \$680,000 for the Empire Grade overlay project, \$100,000 for the Countywide Bike Route Signage project and to reduce the reserves by an equivalent amount.

Commissioner Stone seconded with an amendment to provide \$100,000 to the south county based Community Traffic Safety Coalition (CTSC) and to reduce the reserve by an equivalent amount.

Commissioners discussed the recommendations. Commissioner Tavantzis requested that funding for the south county based CTSC be reserved until the CTSC presents a revised work plan to the Commission.

The motion passed with the agreement that the funding for the CSTC would be reserved pending the presentation of a work plan. Commissioners Johnson, Bustichi and Nicol voted "no".

21. Accept FY09-10 Transportation Development Act (TDA) Claim from the RTC for administration, planning and operations –Taken out of order after Item 19

Deputy Director Luis Mendez gave the staff report saying that the annual claim was consistent with the previously approved FY 09-10 budget. The claim reflects the same percentage of reduction in TDA revenues as other TDA recipients.

Commissioner Pirie moved and Commissioner Campos seconded to approve the staff recommendation that the Regional Transportation Commission (RTC) approve a resolution for \$470,650 in FY 09-10 Article 3 TDA funds for RTC administration services.

The motion passed unanimously.

Commissioner Pirie moved and Commissioner Leopold seconded to approve the staff recommendation that the Regional Transportation Commission (RTC) approve a resolution for \$429,060 in FY 09-10 Article 8 TDA funds for RTC planning services.

A roll call vote was taken and Commissioners Campos, Coonerty, Johnson, Lane, Leopold, Nicol, Pirie, and Stone voted "aye". Commissioner Rivas was absent for the vote.

5-10.a6

The Commission adjourned to the SAFE meeting at 11:35 am.

The Commission reconvened to the regular meeting at 11:42 am

22. Review of items to be discussed in closed session

Micah Posner, People Power, urged the Commission to control freight operations should the Commission purchase the rail right-of-way.

The Commission recessed into closed session at 11:45 am.

CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

24. Annual Performance Review for Executive Director pursuant to Government Code 54957

The RTC reconvened in open session at 12:28 pm.

OPEN SESSION

25. Report on closed session - None

26. Adjourn to special meeting of the Service Authority for Freeway Emergencies

Taken out of order after Item 21.

27. Next Meetings

The meeting adjourned at 12:30 pm.

The next Transportation Policy Workshop meeting is scheduled for Thursday, June 18, 2009 at 9:00 a.m. at the SCCRTC office, 1523 Pacific Ave, Santa Cruz, CA

The next SCCRTC meeting is scheduled for Thursday, August 6 at 9:00 a.m. at the Scotts Valley City Council Chambers, 1 Civic Center Way, Scotts Valley, CA

5-10.a7

Respectfully submitted,

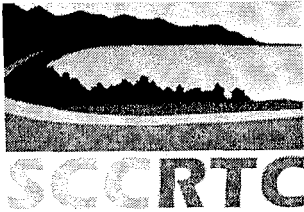
Gini Pineda, Staff

ATTENDEES

Mark Greenfield	City of Santa Cruz
Chris Schneider	HSA
Katie LeBaron	HSA
Dena Loijos	HSA
Theresa Rogerson	Ecology Action
Piet Canin	People Power
Micah Posner	Green Ways to School
Carolyn Jett	PVTMA
Sandra Coley	County Counsel
Rahn Garcia	People Power
Ursula Ehrhart	County Public Works
Steve W	UCSC
Cathy Crowe	UCSC
Larry Pageler	

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5-10.a8



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

MINUTES

Thursday June 18, 2009

9:00 a.m.

SCCRTC Conference Room
1523 Pacific Avenue, Santa Cruz

Commissioner Mark Stone called the meeting to order at 9:05 am.

1. Introductions

Self-introductions were made.

Members present: Dene Bustichi, Gustavo Gonzalez, Norm Hagen, Randy Johnson, Don Lane, John Leopold, Ellen Pirie, Antonio Rivas, Andy Schiffrin, Mark Stone, Marcela Tavantzis, Tim Gubbins (Caltrans ex-officio)

Member absent: Kirby Nicol

Staff present: George Dondero, Luis Mendez, Yesenia Parra, Gini Pineda, Cory Caletti, Kim Shultz, Rachel Moriconi, Grace Blakeslee, Ginger Dykaar, Tegan Speiser

2. Oral Communications - None

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero introduced RTC Intern Ginger Dykaar who was hired with funding from a Caltrans Transit Professional Development Grant.

Commission Alternate Schiffrin suggested that the recommendation for Item 8 be changed from "support in concept" to "support if amended".

CONSENT AGENDA (Leopold/Rivas)

The consent agenda was approved unanimously with Commission Alternate Schiffrin's change included.

4. Approved New Freedom grant application to fund Safe Paths of Travel to Transit
5. Approved CalPERS contract amendment for Social Security participation (Resolution 42-09)
6. Approved FY 08/09 Regional Surface Transportation Program (RSTP) Exchange Program (Resolution 43-09)
7. Approved adoption of FY 09/10 Disadvantaged Business Enterprise (DBE) Program
8. Accepted 1464 – California Bicycle Routes of State or Regional Significance Act staff recommendation with a change in the staff recommended position from “support in concept” to “support if amended”

REGULAR AGENDA

9. Highway 1 Soquel/Morrissey Auxiliary Lanes Project – Construction Management

Senior Planner Kim Shultz gave the staff report highlighting the qualifications of Parsons Brinckerhoff as the recommended construction management consultant team.

Commissioners discussed liability and insurance, cost controls, Caltrans' oversight role, public outreach and funding. Tasks for pre-construction and post construction to be performed by the construction management consultants were also discussed.

Bart Littell, Parsons Brinckerhoff, said that identifying risks up front, constructability and biddability reviews and building incentives for contractors to finish on time help control costs.

Commissioner Rivas moved and Commissioner Pirie seconded to approve the staff recommendations that the Regional Transportation Commission (RTC) approve assuming responsibility for administering the construction phase of the Highway 1 Soquel/Morrissey Auxiliary Lanes project, and direct staff to:

1. Work with Caltrans to prepare the corresponding draft cooperative agreement;
2. Negotiate a construction management agreement including a scope of work and cost with Parsons Brinckerhoff (PB); and
3. Prepare a schedule and budget for pre-construction and construction management activities for consideration by the RTC at a future meeting.

The motion passed unanimously.

5-10.b2

10. Review of items to be discussed in closed session

Commissioner Stone said that there would be no closed session for Item 13 because the lease negotiations have been concluded. He reported that the RTC renewed its rental lease with Mr. Rittenhouse. Chris Cheleden, RTC Counsel, added that the agreement which includes an extension for five years with the first three years at the existing lease rate is a public document and will be available at the RTC offices.

The Commission adjourned to closed session at 9:58 am.

CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

Commissioner Rivas departed the meeting.

Commissioner Johnson arrived.

12. Annual Performance Review for Executive Director pursuant to Government Code 54957

13. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8. Property: 1523 Pacific Ave., Santa Cruz, CA 95060 - Removed from agenda

Agency Negotiator: George Dondero, Luis Mendez, Yesenia Parra

Negotiation Parties: Louis Rittenhouse

Under Negotiation: Lease Price and Terms

OPEN SESSION

The RTC reconvened in open session at 11:15 am.

14. Report on closed session

5-10.63

There were no items to report.

15. Next meetings

The next SCCRTC meeting is scheduled for Thursday, August 6, 2009 at 9:00 a.m. at the Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley, CA

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

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Bart Littell
Bruce Shewchuck
Mark Greenfield
Ramona Turner
Chris Cheleden

Parsons Brinckerhoff
Parsons Brinckerhoff

Sentinel
County Counsel

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5-10.64

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
Ciro Aguirre, Manager of Operations

SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR REVIEW OF THE ADA PARATRANSIT ELIGIBILITY PROCESS

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting to extend the contract for review of the ADA Paratransit eligibility process through June 30, 2010.

II. SUMMARY OF ISSUES

- METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008.
- This contract will expire on August 31, 2009.
- METRO has purchased the Trapeze CERT module and contractor has offered to provide new template forms necessary for the eligibility process.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of ADA paratransit eligibility process to extend the term of the contract to June 30, 2010. This will be a time extension only and there will be no additional contract compensation.

III. DISCUSSION

METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008. Contract was to expire on August 31, 2009. METRO recently purchased the Trapeze PASS-CERT module which is to be used in the eligibility certification process. The contractor has recommended extending the contract term in order to provide new template forms necessary for the eligibility process and to provide assistance in the implementation process.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of the ADA paratransit

5-11.1

eligibility process to extend the term of the contract to June 30, 2010. This will be a time extension only and there will be no additional contract compensation.

IV. FINANCIAL CONSIDERATIONS

No additional financial implications from this action. Contract costs are covered in the ParaCruz operating budget.

V. ATTACHMENTS

Attachment A: Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent

5-11.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIFTH AMENDMENT TO CONTRACT NO. 08-22
FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS**

This Fifth Amendment to Contract No. 08-22 for review of ADA paratransit eligibility process is made effective September 1, 2009 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("METRO") and Pat Piras Consulting ("Contractor").

I. RECITALS

- 1.1 METRO and Contractor entered into a Contract for Review of ADA paratransit eligibility process ("Contract") on May 5, 2008.
- 1.2 On July 25, 2008, METRO extended the contract term to November 30, 2008.
- 1.3 On November 21, 2008, METRO extended the contract term to March 31, 2009.
- 1.4 On April 1, 2009, METRO extended the contract term to June 30, 2009.
- 1.5 On July 1, 2009, METRO extended the contract term to August 31, 2009.
- 1.6 The Contract allows for the extension upon mutual written consent.

Therefore, METRO and Contractor amend the Contract as follows:

II. TERM

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

This Contract shall continue through June 30, 2010. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

5-11.a1

Signed on _____

METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
PAT PIRAS CONSULTING

By _____
Patrisha Piras
Principal/Director

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 12, 2009

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 12, 2009 at the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Donald Hagen
Michelle Hinkle
Emilio Martinez
Ellen Pirie
Lynn Robinson
Mike Rotkin
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Ron Graves
Pat Spence
Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Frank Cheng, MetroBase Project Manager
Bob Cotter, Maintenance Manager

Margaret Gallagher, District Counsel
Shona Harper, Asst Paratransit Superintendent
Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager

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

Will Regan, VMU

Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

None.

Oral:

None.

5-12.1

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

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

None.

CONSENT AGENDA

5-1. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2009**

No questions or comments.

5-2. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2009**

No questions or comments.

5-3. **CONSIDERATION OF TORT CLAIMS: None**

No questions or comments.

5-4. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 17, 2009 AND MINUTES OF APRIL 15, 2009**

Director Hagen expressed concern regarding the ongoing vacancies on the committee and urged Board Members with the vacant positions to nominate applicants for appointment to MAC.

5-5. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2009**

No questions or comments.

5-6. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2009**

No questions or comments.

5-7. **ACCEPT AND FILE RIDERSHIP REPORT FOR APRIL 2009**

No questions or comments.

5-8. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR THE MONTH OF APRIL 2009**

No questions or comments.

5-12.2

5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT

No questions or comments.

5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE

No questions or comments.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

This presentation will take place at the June 26, 2009 Board meeting.

7. PUBLIC HEARING: CONSIDERATION OF ADOPTING RESOLUTION APPROVING FY10 FINAL BUDGET

Public Hearing will take place at the June 26, 2009 Board meeting.

Summary:

Angela Aitken gave a very brief summary of the FY10 Budget including the various Revenue Sources listed on page #7.b1, Departmental and Consolidated Operating Expenses, the Capital Budget, and Schedule of Reserve Accounts.

**8. CONSIDERATION OF TORT CLAIMS:
REJECT THE CLAIM OF MARGARITA DAVILA, CLAIM #09-0011**

Margaret Gallagher reported that action was needed today on this item due to the 45-day deadline and distributed copies of the English translation of the claim, which is attached to the file copy of these minutes.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR ROTKIN

Deny the claim of Margarita Davila, Claim #09-0011.

Motion passed unanimously with Directors Graves and Spence being absent.

5-12.3

9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ISSUE AMENDMENTS TO THE CONTRACTS WITH WATSONVILLE TRANSPORTATION, INC. AND SANTA CRUZ TRANSPORTATION, LLC FOR SUPPLEMENTAL PARATRANSIT SERVICE**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON

Authorize the General Manager to execute amendments to the contracts with Watsonville Transportation, Inc. and Santa Cruz Transportation, LLC for Supplemental Paratransit Services to amend the not to exceed amounts of each contract from \$200,000 to \$350,000.

Discussion:

Director Rotkin asked if the percentage of rides performed by supplemental providers was increasing. Ciro Aguirre explained that the percentage was not increasing, but that METRO is providing more rides overall due to local social service agencies losing funding that had previously been used to pay for their clients' transportation, so those clients are turning to METRO.

Motion passed unanimously with Directors Graves and Spence being absent.

10. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AMENDMENTS TO INCREASE THE TOTAL AMOUNTS OF THE PURCHASE ORDERS WITH SPECIALIZED AUTO & FLEET IN AN AMOUNT NOT TO EXCEED \$57,500 AND WITH WATSONVILLE CADILLAC BUICK PONTIAC GMC IN AN AMOUNT NOT TO EXCEED \$37,000 FOR AUTOMOTIVE REPAIRS AND INSPECTION SERVICES**

Summary:

Ciro Aguirre explained that several automotive repair shops that ParaCruz originally had purchase orders with have gone out of business and the two remaining shops that ParaCruz depends on need their purchase orders increased.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON

Authorize the General Manager to execute amendments to increase the total amounts of the purchase orders with Specialized Auto & Fleet in an amount not to exceed \$57,500 and with Watsonville Cadillac Buick Pontiac GMC in an amount not to exceed \$37,000 for automotive repairs and inspection services.

Motion passed unanimously with Directors Graves and Spence being absent.

11. **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING AN AMENDED GRANT APPLICATION FOR A REDUCTION IN THE AMOUNT OF FEDERAL FUNDS TO BE CLAIMED FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

Summary:

Angela Aitken reported that the FTA allocated \$1,609,701 in ARRA funds and in March 2009, the METRO Board of Directors approved a list of proposed projects in the amount of \$5,281,873 to be funded by the ARRA appropriation to Santa Cruz County.

Based upon a standing agreement between Monterey-Salinas Transit (MST) and METRO for sharing the FTA apportionment to Watsonville for operating assistance, MST claimed \$104,470 from the Watsonville apportionment also claimed by METRO for its transit capital development projects. METRO must reduce its projects amount by the \$104,470 claimed by MST and amend its grant application to the FTA.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE

Adopt the Resolution authorizing METRO staff to amend its grant application to the Federal Transit Administration to reduce the amount of federal funds to be claimed from the ARRA.

Motion passed unanimously with Directors Graves and Spence being absent.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the Existing Litigation claim of Martin Gilbert.

13. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Pirie adjourned to Closed Session at 9:35 a.m. and reconvened to Open Session at 9:45 a.m.

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board approved the final settlement that was reached through mediation in the case of Martin Gilbert vs. A Tool Shed which includes the following terms and conditions: 1) Mr. Gilbert will receive \$70,000; 2) METRO will receive \$55,000 and its statutory credit of the net recovery by Mr. Gilbert from this litigation for any future worker's compensation claims arising from the April 19, 2006 accident; 3) METRO is required to pay 1/3 of the mediation fee.

ADJOURN

There being no further business, Vice Chair Pirie adjourned the meeting at 9:45 a.m.

5-12.5

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 26, 2009

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 26, 2009 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Ron Graves
Donald Hagen
Michelle Hinkle
Lynn Robinson
Mike Rotkin
Mark Stone
Marcela Tavantzis
Ex-Officio Donna Blitzer (arrived after roll call)

DIRECTORS ABSENT

Emilio Martinez
Ellen Pirie
Pat Spence

STAFF PRESENT

Frank Cheng, MetroBase Project Manager	Debbie Kinslow, Asst Finance Manager
Bob Cotter, Maintenance Manager	Robyn Slater, Human Resources Manager
Mary Ferrick, Fixed Route Superintendent	April Warnock, Paratransit Superintendent
Margaret Gallagher, District Counsel	Les White, General Manager

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

Michael Boyd, Sr. Facilities Maint. Worker	Amy Weiss, Spanish Interpreter
George Felder, Bus Operator	Bob Yount, MAC
Bonnie Morr, UTU	

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- a. Daniel Kostelec, SCCRTC Bicycle Committee Re: Draft "Bicycles on Fixed Route Buses" Policy
- b. Ellen Aldridge Re: Noise Complaint

5-12.7

Oral:

Director Robinson read a letter from Congresswoman Anna Eshoo, which is attached to the file copy of these minutes, notifying METRO that it has been awarded \$5,014,409 in American Recovery and Reinvestment Act (ARRA) funds to replace 27 paratransit vans and help purchase a SmartCard Farebox System.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, implored the Board for their influence and assistance in addressing the lack of communication between METRO and the Union prior to METRO implementing procedural changes. Ms. Morr stated that the most recent incident was being informed by revised memo, and no discussion, that METRO would run Sunday level fixed route service on July 3rd, Independence Day Observed, when for the past 11 years there had been no fixed route service on that holiday, only paratransit and Hwy 17 once METRO took over operation of those services.

EX-OFFICIO DIRECTOR BLITZER ARRIVED

Ms. Morr reported that another example is that she had received a “10-Day Notice” for a change to the ParaCruz contract which was not discussed and agreed upon with the Union. Ms. Morr said the Union is very concerned because the process has broken down and there is no communication from METRO’s new management, just changes being implemented which is very difficult on an already strained relationship.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Page #5-10.2 was distributed and is attached to the file copy of these minutes.

CONSENT AGENDA

- 5-1. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2009**
- 5-2. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2009**
- 5-3. **CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF JEREMIE HEREDIA, CLAIM #09-0013**
- 5-4. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 17, 2009 AND MINUTES OF APRIL 15, 2009**
- 5-5. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2009**
- 5-6. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR APRIL 2009**
- 5-7. **ACCEPT AND FILE RIDERSHIP REPORT FOR APRIL 2009**
- 5-8. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR THE MONTH OF APRIL 2009**
- 5-9. **ACCEPT AND FILE METROBASE PROJECT STATUS REPORT**

5-12.8

- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AMENDMENTS TO INCREASE THE TOTAL AMOUNTS OF THE PURCHASE ORDERS WITH SPECIALIZED AUTO & FLEET IN AN AMOUNT NOT TO EXCEED \$60,000 AND WITH WATSONVILLE CADILLAC BUICK PONTIAC GMC IN AN AMOUNT NOT TO EXCEED \$45,000 FOR AUTOMOTIVE REPAIRS AND INSPECTION SERVICES
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2009 MEETING(S)
- 5-13. APPROVE REGULAR BOARD MEETING MINUTES OF MAY 8 & 22, 2009
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$2,100 FOR WALD, RUHNKE, & DOST ARCHITECTS TO PROVIDE ADDITIONAL SERVICES FOR DESIGNING AN ADDITIONAL FINANCE ROOM DUE TO REORGANIZATION OF PAYROLL DUTIES

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Approve the Consent Agenda

Motion passed unanimously with Directors Martinez, Pirie and Spence being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

The following employees were presented with longevity awards for their years of service:

TWENTY-FIVE YEARS

Michael F. Boyd, Senior Facility Maintenance Worker
George C. Felder, Bus Operator

7. PUBLIC HEARING: CONSIDERATION OF ADOPTING RESOLUTION APPROVING FY10 FINAL BUDGET (REVISED)

Summary:

Les White gave a brief summary of the FY10 Final Budget including major Operating Revenue assumptions, projected Departmental and Consolidated Operating Expenses, the Capital Budget, and Schedule of Reserve Accounts.

CHAIR BUSTICHI OPENED THE PUBLIC HEARING AT 9:45 A.M.

5-12.9

Bob Yount spoke in support of adopting the budget and commended staff on cost savings and planning because METRO is in a much better position than most other public agencies now.

CHAIR BUSTICHI CLOSED THE PUBLIC HEARING AT 9:46 A.M.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON

Adopt Resolution approving the Final Budget for FY10 as presented by Staff in Attachment B; Authorize FY10 staffing levels as listed in Attachment C; Authorize FY10 Capital Budget as described in Attachment D; Authorize FY10 Board Member Travel as described in Attachment E; Approve the FY10 Employee Incentive Program as presented in Attachment F; Authorize Schedule of Reserve Balances as described in Attachment G; and Authorize the FY10 Special Shuttle billing rate at \$86.00 per hour as listed in Attachment H

Motion passed unanimously with Directors Martinez, Pirie and Spence being absent.

8. CONSIDERATION OF ADOPTION OF A MANAGEMENT COMPENSATION PLAN FOR METRO MANAGEMENT PERSONNEL FOR THE PERIOD OF JULY 1, 2009 THROUGH JUNE 30, 2012

Summary:

Les White reported that Management Compensation Plan is not a negotiated plan or contract, rather it is a plan that the Board approves that is generally based on the compensation package negotiated with the Unions for SEIU and UTU employees. The proposed three-year plan applies financial authority similar to what was used for the recently concluded negotiations with SEIU and UTU, ParaCruz Division including a 3% salary increase in each of the three years.

The proposed plan uses a portion of that salary increase authority to fund costs necessary to maintain 100% of CalPERS HMO premiums. This plan also increases reimbursement for cell phone and internet access from \$50 per pay period to \$75 and the Long Term Disability coverage is increased from \$5,000 to \$10,000 with no increase in premium cost.

Discussion:

Bonnie Morr expressed concern regarding how errors would be addressed considering that METRO recently informed UTU that there was an error in METRO's calculation of ParaCruz wages in the ParaCruz labor agreement that was signed on May 18, 2009.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON

Adopt the Management Compensation Plan for the three-year period of July 1, 2009 through June 30, 2012

5-12.10

Discussion:

Director Tavantzis stated that she does not support the motion because she is concerned about the uncertainty of health insurance premium costs in the 2nd and 3rd years and would have liked to have had an opportunity to discuss the issue in Closed Session.

Les White replied that this is not a negotiated contract, rather it is a plan that it is unilaterally imposed by the Board with whatever terms they choose. Mr. White said he found it intriguing that there would be concern about the health insurance premium cost in the two out-years for this group being a problem, when the identical issue exists with the two labor unions and based on METRO's cost estimates of the out-years, the Board approves three-year labor agreements without this being an issue.

Director Robinson agreed that the out-year costs could be a concern and pointed out that the Board has the ability to revisit this area in the future, even with a contract.

Les White confirmed that the Management Compensation Plan is not a negotiated contract that anybody signs. Rather, it is a pay plan that the Board approves for three years but can modify tomorrow by a majority vote of the Board, if desired. On the other hand, the Board can be locked in to the out-year health insurance premiums in the labor agreements because the unions must agree to re-open negotiations.

Director Tavantzis clarified that she is only concerned about the term, not the content of the plan.

Motion passed with Director Tavantzis opposed and Directors Martinez, Pirie and Spence being absent.

9. CONSIDERATION OF INFORMATION REGARDING THE ACTIONS OF THE LEGISLATIVE COMMITTEE AND THE GOVERNANCE AND STRUCTURE TASK FORCE OF THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION ON JUNE 13/14, 2009

Summary:

Les White reported that he was unable to attend the June 12, 2009 Board meeting and some Board members were concerned why he was not there, what he was doing, and what his priorities are.

Mr. White reported on his attendance and participation at the meetings of the APTA Governance and Structure Task Force, the APTA Committee Structure Group and the APTA Bylaws Group, which he Chaired, all held on June 13, 2009 in Chicago, Illinois, and the APTA Legislative Committee Meeting that was held the following day. Mr. White said that he has served on the Legislative Committee since 1976 and recommends that METRO's next General Manager take an active role and continue to participate after he retires.

5-12.11

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Reaffirm the Board of Directors' support of Les White's legislative activities

Discussion:

Bob Yount commended Mr. White for his legislative efforts and activities and feels that the results are a great return on the investment.

Bonnie Morr thanked Mr. White and said METRO is lucky to have him for his knowledge and the level that he has raised METRO to, including on a national level.

Motion passed unanimously with Directors Martinez, Pirie and Spence being absent.

10. CONSIDERATION OF CANCELLING THE JULY 10, 2009 BOARD OF DIRECTORS WORK SESSION MEETING

Summary:

Les White reported that staff recommends canceling the July 10, 2009 work session meeting because the Agenda will very small and some METRO staff and some Directors will be out of town.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR ROBINSON

Cancel the July 10, 2009 Board of Directors Work Session Meeting

Motion passed unanimously with Directors Martinez, Pirie and Spence being absent.

11. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR JULY 24, 2009 – SCOTTS VALLEY CITY COUNCIL CHAMBERS, ONE CIVIC CENTER DRIVE, SCOTTS VALLEY

Chair Bustichi announced that the July 24, 2009 Board Meeting would be held at the Scotts Valley City Council Chambers, One Civic Center Drive, Scotts Valley.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the Existing Litigation case of Dorothy Lanagan.

13. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

5-12.12

Chair Bustichi adjourned to Closed Session at 10:30 a.m. and reconvened to Open Session at 10:38 a.m.

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION

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

15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEGAL SERVICES CONTRACT WITH MCMILLAN & SHUREEN LLP FOR FEDERAL LITIGATION PURPOSES

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR GRAVES

Authorize the General Manager to execute a Legal Services Contract with McMillan & Shureen, LLP to represent METRO for federal litigation purposes.

Motion passed unanimously with Directors Martinez, Pirie and Spence being absent.

ADJOURN

There being no further business, Chair Bustichi adjourned the meeting at 10:39 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-12.13

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

July 24, 2009

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, July 24, 2009 at the Scotts Valley City Council Chambers, One Civic Center Drive, Scotts Valley, California.

Chair Bustichi called the meeting to order at 9:15 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Ron Graves
Donald Hagen
Emilio Martinez
Lynn Robinson
Marcela Tavantzis

DIRECTORS ABSENT

Michelle Hinkle
Ellen Pirie
Mike Rotkin
Pat Spence
Mark Stone
Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Pat Aviles, Asst Human Resources Manager
Frank Cheng, MetroBase Project Manager
Bob Cotter, Maintenance Manager
Margaret Gallagher, District Counsel

Shona Harper, Asst Paratransit Superintendent
Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
April Warnock, Paratransit Superintendent
Les White, General Manager

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

Francisco Ramirez Calderon, Bus Operator
Andre Paul Harte, Bus Operator
Bonnie Morr, UTU

Amy Weiss, Spanish Interpreter
Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- a. None

Oral:

Bob Yount urged everyone to educate themselves on the President's health care plan, which he believes is not good for the public as it is currently written.

5-12.14

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, said that the Union would be providing documentation the Board regarding ParaCruz wages. Ms. Morr invited the Board to visit the employee men's restroom at METRO Center to see a problem that the Union has been unable to get resolved.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 5-1. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2009
- 5-2. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF DVBE TRUCKING AND CONSTRUCTION, INC., CLAIM #09-0015
- 5-3. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JULY 15, 2009 AND MINUTES OF MAY 20, 2009
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF APRIL 2009
- 5-5. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2009
- 5-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR MAY 2009
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR THE MONTH OF MAY 2009
- 5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-9. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY10
- 5-10. CONSIDERATION OF RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE COVERAGE WITH CALTIP FOR FY10
- 5-11. CONSIDERATION OF AMENDING THE MEMORANDUM OF UNDERSTANDING FOR EXCESS WORKERS COMPENSATION INSURANCE COVERAGE THROUGH THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT
- 5-12. CONSIDERATION OF SUBMITTING COMMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION ON THE REGIONAL TRANSPORTATION PLAN "ACTION ELEMENT" LIST OF PROJECTS
- 5-13. NOTICE OF ACTION TAKEN IN CLOSED SESSION: MARY & JOSEPH BELL V. SCMTD
- 5-14. CONSIDERATION OF ROUTE 54 SERVICE CHANGES FOR FALL 2009

Regarding Item #5-3, Director Hagen stated that he felt it was imperative that the Board fill the vacancies on MAC.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROBINSON

Approve the Consent Agenda

Motion passed unanimously with Directors Hinkle, Pirie, Rotkin, Spence and Stone being absent.

5-12.15

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

The following employees were presented with longevity awards for their years of service:

TEN YEARS

Francisco Ramirez Calderon, Bus Operator
Patricia S. Cummings, Bus Operator
Andre Paul Harte, Bus Operator
Lynn Hersey, Bus Operator
Juan Serrato, Bus Operator

7. CONSIDERATION OF APPROVAL OF WAGE CHANGE FOR THE PERSONNEL TECHNICIAN CLASS SPECIFICATION

Summary:

Robyn Slater reported that SEIU requested a salary survey for the Personnel Technician class specification in December 2008. The results of the survey showed that METRO's current wage range for the Personnel Technician was lower than comparative organizations. The Union agrees with the proposed 8% increase.

ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR HAGEN

Approve the revised wage table for the Personnel Technician class specification as a result of a contractually required salary survey

Motion passed unanimously with Directors Hinkle, Pirie, Rotkin, Spence and Stone being absent.

8. CONSIDERATION OF ADOPTION OF THE REVISED EQUAL EMPLOYMENT OPPORTUNITY PLAN, 2009-2011 CONSIDERATION OF ADOPTION OF THE REVISED EQUAL EMPLOYMENT OPPORTUNITY PLAN, 2009-2011

Summary:

Robyn Slater reported that the FTA required METRO to submit an updated EEO Plan every three years for review and approval as part of federal funding requirements.

Discussion:

Bob Yount commented that he liked the plan and that Appointment Goals vs. Equal Employment Opportunity is contradictory

Director Robinson stated that she likes the plan and the helpful information it contains.

5-12.16

ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR BUSTICHI

Adopt the Equal Employment Opportunity Plan (EEO Plan) 2009 – 2011 for the Santa Cruz Metropolitan Transit District

Motion passed with Director Tavantzis opposed and Directors Martinez, Pirie and Spence being absent.

9. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR AUGUST 28, 2009 – WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE

Chair Bustichi announced that the August 28, 2009 Board Meeting would be held at the Watsonville City Council Chambers, 275 Main Street, Watsonville.

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the Existing Litigation case of Liberty Mutual and the Workers Compensation case of Soretta Chatman; and the Board would have a conference with its Real Property Negotiators regarding property located at 425 Front Street.

11. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Bustichi adjourned to Closed Session at 9:35 a.m. and reconvened to Open Session at 10:05 a.m.

SECTION III: RECONVENE TO OPEN SESSION

12. REPORT OF CLOSED SESSION

Chair Bustichi reported that the Board took no reportable action in Closed Session.

ADJOURN

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

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-12.17

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

None

FIFTEEN YEARS

None

TWENTY YEARS

Nicholas J. Fallau, Fleet Maintenance Lead Mechanic


TWENTY-FIVE YEARS

Isaac E. Glenn, Bus Operator
Douglas J. Grosjean, Bus Operator

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 
SUBJECT: PUBLIC HEARING: CONSIDERATION OF ADOPTING THE SHORT RANGE TRANSIT PLAN

I. RECOMMENDED ACTION

That the Board of Directors receive public comments and consider adopting the final Short Range Transit Plan.

II. SUMMARY OF ISSUES

- METRO received a federal grant to develop a Short Range Transit Plan and contracted with Wilbur Smith Associates to perform the work.
- Wilbur Smith Associates presented the Draft Short Range Transit Plan to the Board on July 11, 2008 and outlined a proposed Trunk and Feeder Service Option.
- At that time, staff was directed to prepare a public outreach campaign to solicit public input on the Trunk and Feeder Service Option.
- In developing the public outreach process, staff found the Trunk and Feeder Service Option to be infeasible.
- Staff presented its findings to the Board December 19, 2008 and recommended removing the Trunk and Feeder Service Option.
- Staff was directed to have Wilbur Smith Associates revise the draft Short Range Transit Plan without the Trunk and Feeder Service Option and present it for adoption.
- The Board also requested that the final SRTP add new information on required technology to make the Trunk and Feeder Service Option possible.
- Wilbur Smith Associates has now submitted the final Short Range Transit Plan with the requested Board directed revisions.
- The final Short Range Transit Plan was circulated for a 30-day public comment period (April 27, 2009 - May 27, 2009).
- The comments received during that public comment period were compiled and incorporated into this report.
- The Public Hearing will provide comments for consideration in adopting the final Short Range Transit Plan.

- The Board minutes of the Public Hearing will be attached to the Short Range Transit Plan.
- A sticker will be attached inside the title page stating that the Public Hearing tape is available for review.
- Staff recommends adopting the final Short Range Transit Plan.

III. DISCUSSION

METRO received a grant to develop a Short Range Transit Plan (SRTP) and contracted with Wilbur Smith Associates to perform the work. While not a requirement for funding, the Federal Transit Administration and regional planning agencies were looking to the SRTP to justify capital improvements, service changes and grant funding requests. METRO last prepared an SRTP in 1997. Since then, significant changes at METRO warranted a complete update to the plan. The SRTP also provides policy guidance and serves as a reference for METRO decisions regarding services, resources and performance measurements over the course of the next five years.

When Wilbur Smith Associates began the SRTP, METRO projected \$1 million per year to be available for additional service. With the economic climate changing drastically while the plan was being produced, there are no new funds on the horizon for expansion.

On July 11, 2008, Wilbur Smith Associates presented the draft SRTP to the Board. The proposed plan included a new service delivery model: the Trunk and Feeder Service Option. There were concerns about whether there had been enough public input to warrant such a major change in METRO's fixed-route service. The Board of Directors requested that staff return with a plan to solicit public input.

Staff developed a public outreach program and evaluated the Trunk and Feeder Service Option to determine its feasibility. In the Santa Cruz to Watsonville corridor alone, the Trunk and Feeder Service Option would require a 17% increase in service, costing approximately \$850,000 per year. In addition, staff identified new technologies necessary to successfully implement a Trunk and Feeder Service Option.

Staff presented its findings to the Board on December 19, 2008 and recommended removing the Trunk and Feeder Service Option. The Board directed staff to have Wilbur Smith Associates revise the draft SRTP to reflect that the Trunk and Feeder Service Option not be pursued in the five-year planning horizon of the plan and to make no revision to the current service delivery model. The Board also requested that the final SRTP add new information on required technology to make the Trunk and Feeder Service Option possible. Wilbur Smith Associates have submitted the final Short Range Transit Plan with the requested revisions.

The final Short Range Transit Plan was circulated for a 30-day public comment period between April 27, 2009 and May 27, 2009, and the comments received via all means during that public comment period have been compiled and are included with this report.

This Public Hearing provides a forum for input on the final SRTP. Public comments provide the Board additional information in consideration of adopting the Short Range Transit Plan. The Board minutes of the Public Hearing will be attached to the final Short Range Transit Plan and a sticker will be attached inside the title page stating that the Public Hearing tape is available for review upon request.

Staff recommends adopting the final Short Range Transit Plan.

IV. FINANCIAL CONSIDERATIONS

There are no financial impacts as this report is to receive and adopt a Short Range Transit Plan with no changes to our current service.

V. Attachments

Attachment A: Public Comments (4 comments total)

Note: The SRTP along with any Addendum(s) is available for review at the Administration Office of METRO or online at www.scmtd.com

Staff Report prepared by Tove Beatty, Interim Legislative/Grants Analyst

Attachment A

Public Comments: Short Range Transit Plan

To: thiltner@scmtd.scmtd.com
From: Karen Blight <kblight@scmtd.com>
Subject: R. Yount's Comments Regarding SRTP
Cc: peggy@scmtd.scmtd.co

These are the comments made by Robert Yount at the April 15th MAC meeting regarding the SRTP draft. The comments are his exact words.

Robert Yount said, he has two copies of the SRTP to give you an idea of how big it is. It's a piece of crap in my opinion and I told the Board members that and one thinks the same thing.

It is very poorly written. It has all kinds of spelling grammatical accuracy errors. There is a case where it repeats an entire paragraph. This thing cost a bunch of money even though it was paid for by a grant. It is very very disappointing to me. I think that the Board should just turn it down and just say no. I don't think the Board should accept it, because then it reflects on the Board and a person in the future could take a look back at that and say my this is so poorly written, all these errors and the kind of money that was spent frightening!

I made the analogy of maybe it's a kid just coming out of college and they didn't do very well in English who wrote it. I think we could have done a better job if we had gotten a University student from here came out and said, hey I want to set up my own consulting business. Give them a grant of half of the amount of money that was spent on this. The person could get an office, buy a computer and do a better job then was done with this SRTP.

The person here did not have a good idea of the good sense of the community of what went on in the community. I'm just appalled at it, at the amount of money that was spent to get this done. And so unless there have been drastic changes made since I last looked at it I can't support it.

They were told about a lot of these things many months ago and then they came up with another draft and they hadn't corrected it. It's like somebody wrote it and nobody ever proof read it. Like they had no editor. Nobody went and checked it for errors, checked it for grammar, checked it for spelling, checked it for duplication of paragraph. It's like nobody did it, it's like they wrote it real fast and turned it in.

To me it's a rip off and I would never support Wilbur Smith Associates ever doing anything for Metro Board again. And I will speak loudly at the Board meeting if it ever starts to happen and I will site this as an example. And part of the reason I printed it out

twice two different times and if anybody wants to borrow this to look at it you can, but that's my opinion "it's a piece of crap". Yes it's a piece of crap.

That's why I repeated it several times. Yes I fully intend for that to be on the record. It's a piece of crap. It's a piece of crap!

\$250,000.00 wasn't it. Board's not happy with it either.

One of the purposes was so that when money became available we'd already have a plan in place and what to do. Well, yeah I'm in favor of putting it up on a shelf and saying this is a piece of crap start over again and whatever and accept it on that basis.

To: srtp@scmtd.scmtd.com
From: Daniel Shockley <dshockle@ucsc.edu>
Subject: Santa Cruz Metro SRTP
Date: Wed, 29 Apr 2009 15:59:19 -0700

To Whom It May Concern:

After having read over the ideas that the SC Metro has developed for enhanced service, I was delighted to read about the "Trunk Line" concept for intercity commuting.

The report speaks of developing an infrastructure for the projected growth of Santa Cruz County, especially along the already congested Highway 1 corridor. The report speaks of a trunk line in that corridor that is one time, has high frequency, and has an advantage over a crowded freeway. If the Metro is serious about developing an infrastructure that will be able to handle constantly increasing growth, then it should seriously consider Light Rail Vehicles to operate in this corridor. LRV (trams, streetcars, etc.) can operate on their own Right-of-Way, easily bypassing congested freeways and can be operated to follow an exact schedule.

The report speaks of bus rapid transit which I feel is not much better than regular bus service. It still pollutes the air. LRV have been proven to be more attractive to potential riders because of their perception as well; they have a better social stigma and connotation than busses.

LRV will be able to travel at freeway speeds on the highway 1 corridor with their own right of way. With the already developed "hub and spoke" system that the report speaks of, a LRV line need only link between these areas, with transfers to local feeders. And don't forget about the potential for transit-oriented development that flourishes around transit centers.

Thanks for considering my email as I have considered the Metro's report; I hope that LRV transit lines may be seriously considered in the future or that it will at least be looked into.

Always,
Daniel Shockley

*Santa Cruz Metropolitan Transit District
Public Comments: Short-Range Transit Plan
August 28, 2009*

Date: Tue, 12 May 2009 12:52:45 -0700
From: "Kathryn Handforth" <KathyH@allansoninsurance.com>
To: <srtp@scmttd.com>
Subject: Santa Cruz Metro SRTP

Thanks again for nothing, guys. The local working people of Santa Cruz county have been getting a dud of a deal for over 5 years now and the complaints have been ignored. Rename yourselves the Santa Clara County Commuter Bus System/UCSC. The routes are really bad and long (over 2 hours!) for local people to try to get to work by bus and we have to pay for taxis on holidays. We do not get any special consider at key commute times, unlike Hwy 17 and the UC. We got our routes cut (where is the 36?) and an empty ugly Scotts Valley transit center we have to walk past to catch a bus at the shack at Starbucks. The Santa Cruz Metro seems to have abandoned the working people of this county - LOCALS - in favor of taking Santa Clara County's workers to work and of course, the Night Owl service. Most everyone I know that tried taking the bus to work and gave up - it is AWFUL and the connections are a joke. Your plan indicates you still do not care.

From: "Kathryn Handforth" <kahandforth@cruzio.com>
To: <srtp@scmttd.com>
Subject: Santa Cruz Metro SRTP
Date: Tue, 19 May 2009 19:11:38 -0700

The working people within Santa Cruz county are unsupported by the current routers. They think nothing of the 2 - 2 1/2 commute for working people to get from SLV to Aptos etc. Getting home is a nightmare on the awful kid packed route 35. There is no respect for working people who have to work weekends and MLK day - weekend schedule only. Taxi must be paid to get to work and it over 2 hours home - not so for HWY 17. UCSC routing disgusts everyone. WHERE is route 36? I know from fellow riders complaints and those who have had to buy cars because the routing is ridiculous! Paracruz - great service. Working people within the county have been driven off the bus system by terrible routing, endless missed connections and 2 hour commutes! Routers do not care. The commute buses are packed with kids, backpacks etc and people just trying to get home from work or to work get stuck standing for over an hour - no extra buses are ever sent to help during work commute hours for actual county working people. NOTHING! Keep the drivers, dump the service and get us a good working people IN SANTA CRUZ bus service. Your plans reflect you plan to drive more workers off the bus.

2007 - 2008

Santa Cruz Metro

Short Range Transit Plan



SANTA CRUZ METRO

SHORT RANGE TRANSIT PLAN

DECEMBER 2008

The preparation of this report has been financed in part by the Association of Monterey Bay Area Governments with funding from the United States Department of Transportation, Federal Transit Administration.

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CHAPTER 1: INTRODUCTION

OVERVIEW OF PROJECT

The ever changing demographic and economic conditions in Santa Cruz County continually shift the future demands on the transportation infrastructure. Residents' decisions on where to live, work, and recreate and the mode of transportation they choose to make these trips directly impact the transportation needs for the region. As roadway congestion worsens and fuel prices continue to go up, the availability of alternative modes of transportation to the automobile will play a significant role in the future transportation network for Santa Cruz County.

Santa Cruz Regional Transportation Commission (SCRTC) functions as the County's authority for prioritizing major capital improvement projects for the region's transportation needs. These needs are derived from matching anticipated future travel conditions to the available infrastructure to support this travel. RTC's planning process predicts future demands based on current travel behavior and assigns funding accordingly.

Over the past twelve months, Santa Cruz METRO, the regions' public transportation provider, has been working with Wilbur Smith Associates (WSA) to assess the future role for public transportation in the region. This effort involved a thorough assessment of system performance and financial data from the agency as well as a provided a number of different forums for community input and involvement to gain insight on the various needs of each community. This information was brought together to develop METRO's first comprehensive short range transit plan (SRTP) that will be used to help guide future decisions made about METRO's operations.

PURPOSE OF THE SRTP

The SRTP is a plan used by METRO to help determine the most efficient and effective use of the current and future resources to meet the transit needs for the residents of Santa Cruz County. The plan provides a comprehensive overview of transit operations in the County, establishes service standards to assist policy makers in making critical decisions, and outlines a service plan to focus available resources. The planning horizon for the plan is FY 2008 to FY 2012, focusing on the short-term needs of the agency.

Section one provides an overview of the service, including service area characteristics, the regional transit network, the fleet and facilities of the organization and the organizational structure of the agency. Section two of the SRTP reviews the outreach efforts involved in the development of the plan. Section three of the plan details the goals, objectives, and service standards of the agency. Section four outlines the goals and objectives of METRO and recommended service standards. Section five provides a service improvement plan for the five year planning horizon and section six is the financial plan. Appendices A through I contain supplementary information collected and used during the development of the plan.

SERVICE AREA CHARACTERISTICS

Service Area Overview

Santa Cruz County (Figure 2-1) is nearly 450 square miles and home to over 250,000 people. Nearly 50% of the population lives on 5% of the total land in the County. This population can be found in the communities of Santa Cruz, Watsonville, Capitola and Scotts Valley. This concentration of population in urban areas creates a large network of open space and rural areas within the County.

Santa Cruz

The City of Santa Cruz is the County's largest city and the County's seat. The beach front city is situated on the northern portion of Monterey Bay, making it a prime tourist destination. Highway 1 runs east/west through the city and Highway 17 runs north, providing access to Santa Clara Valley. The city is home to the University of California at Santa Cruz (UCSC).

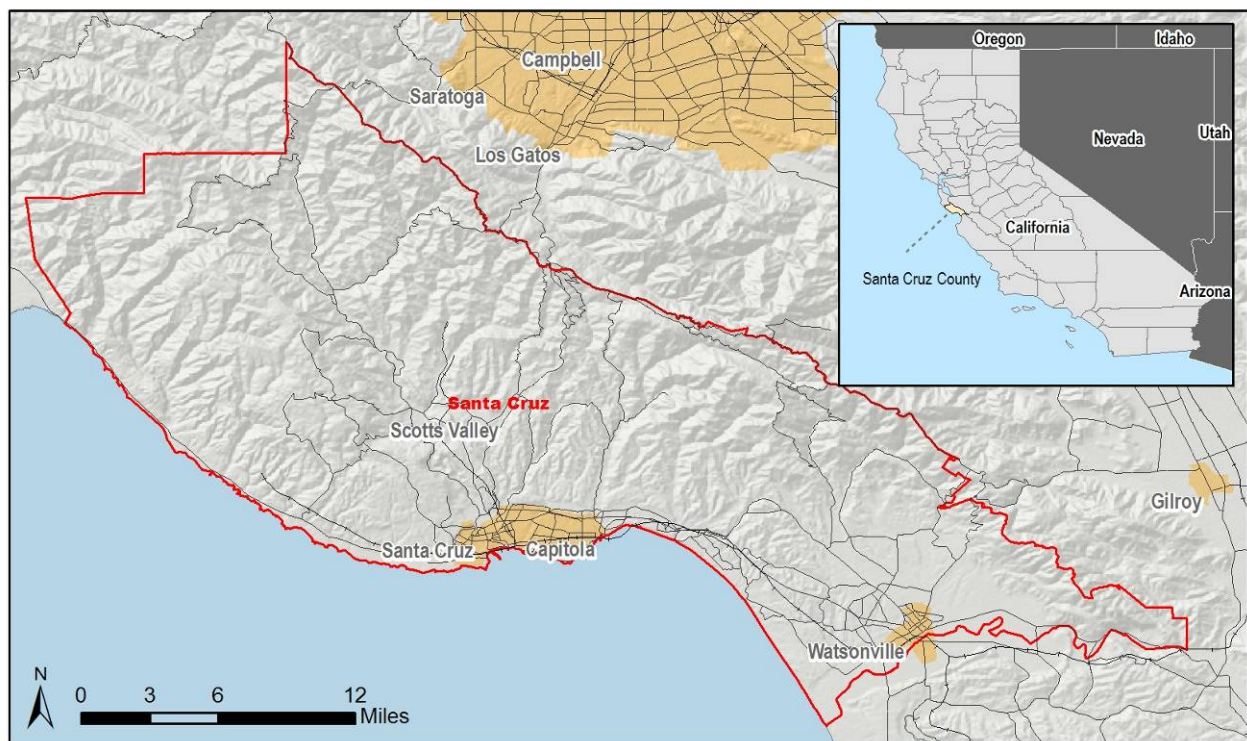
Watsonville

The City of Watsonville is the second largest city in the County and located on the southeastern corner near Monterey County. The community is a key agricultural community in the region. Watsonville has nearly doubled in population over the past 25 years and is expected to grow to be the largest city in the County by 2015.

Capitola

Capitola is another tourist town in Santa Cruz County located directly to the east of Santa Cruz. Its proximity to Santa Cruz and the unincorporated areas of Soquel, Aptos and Live Oak create one interconnected urbanized area that is stretched out along Highway 1. The center of activity in the town is located on the beachfront and is referred to as the Capitola Village.

Figure 1- 1: METRO Service Area (Santa Cruz County)



GIS Source: ESRI Data

Scotts Valley

The city of Scotts Valley is located in the Santa Cruz Mountains between the City of Santa Cruz and the City of San Jose along Highway 17. Its location between these two cities adds both tourism and high-technology to the city's economy.

San Lorenzo Valley

The San Lorenzo Valley is a region north of the City of Santa Cruz that follows the San Lorenzo River up into the Santa Cruz Mountains. The rural area is home to the towns of Ben Lomond, Felton, Brookdale, and Boulder Creek. The northern end of the Valley is home to Big Basin Redwoods State Park. Highway 9 is the key transportation corridor linking the Valley to the City of Santa Cruz.

UCSC

The University of California at Santa Cruz (UCSC) is one of the ten public collegiate universities in the University of California state school system. The campus is situated on 2,100 acres of rolling, forested hills overlooking the City of Santa Cruz and the Pacific Ocean. Just over 15,000 undergraduate and graduate students attend classes in Arts, Engineering, Humanities, Physical and Biological Sciences, and Social Sciences.

The University's 2005 Long Range Development Plan calls for future growth of an additional 5,100 students and 980 faculty members over the next 15 years. A high percentage of the University's students, and most of its' faculty live off-campus in Santa Cruz and the surrounding communities. This projected growth and off-campus living patterns will likely contribute to an increase of transit demand in the years to come.

Demographics

Santa Cruz County contains only four incorporated cities; Santa Cruz, Watsonville, Capitola, and Scotts Valley. These cities are located primarily along Highway 1 and border the Pacific Ocean. Only Scotts Valley is located away from this corridor in the Santa Cruz Mountains. Table 2.1 shows how these communities compare in population and size to the rest of Santa Cruz County and the State. Table 1- 2 shows a detailed breakdown of the key demographics of each of these four communities, the county, and the state.

Table 1- 1: Population and Area Overview

City	Population	Area (sq.mi.)	Pop. Density (person/sq. mi.)
Santa Cruz	54,593	12.90	4,232.02
Watsonville	44,265	6.00	7,377.50
Capitola	10,033	1.60	6,270.63
Scotts Valley	11,385	4.60	2,473.70
Santa Cruz County	255,602	445.24	122.61
California	33,871,648	155,959.34	217.18

Source: 2000 US Census

The Association of Monterey Bay Area Governments serves as the Metropolitan Planning Organization (MPO) for the Counties of Monterey, Santa Cruz and San Benito. As part of its responsibilities, AMBAG provides forecasts for population, housing, and employment for these Counties. This process provides a common planning base for regional and local planning efforts.

Figures 2.2 – 2.4 show AMBAG's 2004 forecasts for the four incorporated cities in Santa Cruz County and the unincorporated regions of the County. The figures show that Watsonville is forecasted to become the largest city in the County, surpassing Santa Cruz by the year 2015. The other areas of the County are expected to experience population growth as well, but the majority is forecasted to occur in Watsonville.

The housing and employment forecasts continue to show higher quantities for Santa Cruz, despite being surpassed in population by Watsonville. Both Santa Cruz and Watsonville show steady growth in these categories with Scotts Valley and Capitola showing slow growth.

Table 1- 2: Service Area Demographic Summary, 2000-2006

	Santa Cruz		Watsonville		Capitola		Scotts Valley		Santa Cruz County		California	
Total Population (2000)	54,593		44,265		10,033		11,385		255,602		33,871,648	
Total Population (2006) estimate	54,778		48,709		9,507		11,150		249,705		36,457,549	
Population change (2000-2006)	+ 0.3%		+10.0%		-5.2%		-2.1%		-2.3%		+7.6%	
Age												
under 5	2,664	4.9%	4,100	9.3%	488	4.9%	774	6.8%	15,544	6.1%	2,486,981	7.3%
Persons under 18 yrs old	9,463	17.3%	15,037	34.0%	1,846	18.4%	2,939	25.8%	60,741	23.8%	9,249,829	27.3%
Persons between 18 and 25	11,188	20.5%	5,244	11.8%	936	9.3%	800	7.0%	30,397	11.9%	3,366,030	9.9%
Persons between 25 and 65	29,279	53.6%	20,182	45.6%	5,831	58.1%	6,073	53.3%	138,977	54.4%	17,660,131	52.1%
Persons 65 years and older	4,663	8.5%	3,802	8.6%	1,420	14.2%	1,573	13.8%	25,487	10.0%	3,595,658	10.6%
Median Age	31.7		27.4		38.4		38.3		35.0		33.3	
Gender												
Female	27,413	50.2%	22,240	50.2%	5,267	52.5%	5,544	48.7%	128,023	50.1%	16,874,892	49.8%
Male	27,180	49.8%	22,025	49.8%	4,766	47.5%	5,841	51.3%	127,579	49.9%	16,996,756	50.2%
Disability												
Persons with a disability, age 5+	7,814	14.3%	8,340		1,619		1,251		37,895		5,923,361	
Journey to Work												
Mean travel time to work (minutes), workers 16+	23		24		28		30		28		28	
Mode to Work												
Car, truck, or van:	21,289	73.5%	14,304	86.1%	4,911	86.2%	4,730	86.9%	105,600	83.7%	12,545,775	86.4%
Public transportation:	2,119	7.3%	484	2.9%	74	1.3%	127	2.3%	4,159	3.3%	736,037	5.1%
Motorcycle	117	0.4%	6	0.0%	25	0.4%	45	0.8%	374	0.3%	36,262	0.2%
Bicycle	1,282	4.4%	258	1.6%	92	1.6%	24	0.4%	2,585	2.0%	120,567	0.8%
Walked	2,343	8.1%	889	5.4%	298	5.2%	224	4.1%	5,599	4.4%	414,581	2.9%
Other means	168	0.6%	405	2.4%	57	1.0%	8	0.1%	1,044	0.8%	115,064	0.8%
Worked at home	1,653	5.7%	258	1.6%	242	4.2%	285	5.2%	6,745	5.3%	557,036	3.8%
Ethnicity												
White	52,137	95.5%	19,036	43.0%	8,412	83.8%	10,090	88.6%	191,931	75.1%	20,170,059	59.5%
Black or African American	945	1.7%	334	0.8%	117	1.2%	55	0.5%	2,477	1.0%	2,263,882	6.7%
American Indian and Alaska Native persons	469	0.9%	768	1.7%	57	0.6%	46	0.4%	2,461	1.0%	333,346	1.0%
Asian persons	2,677	4.9%	1,455	3.3%	401	4.0%	526	4.6%	8,789	3.4%	3,697,513	10.9%
Native Hawaiian and Other Pacific Islander persons	72	0.1%	53	0.1%	20	0.2%	21	0.2%	382	0.1%	116,961	0.3%
Persons reporting some other race	4,990	9.1%	20,328	45.9%	555	5.5%	245	2.2%	38,391	15.0%	5,682,241	16.8%
Persons reporting two or more races	2,456	4.5%	2,291	5.2%	471	4.7%	402	3.5%	11,171	4.4%	1,607,646	4.7%
Hispanic or Latino (of any race)	9,491	17.4%	33,254	75.1%	1,267	12.6%	729	6.4%	68,486	26.8%	10,966,566	32.4%
Language and Education												
Language other than English spoken at Home, % age 5+	22.3%		70.7%		17.6%		12.2%		27.8%		39.5%	
High school graduates, % of persons age 25+	89.1%		49.1%		91.3%		94.8%		83.2%		76.8%	
Bachelor's degree or higher, % of persons age 25+	44.4%		8.7%		34.6%		40.9%		34.2%		26.6%	
Housing												
Housing Units	21,504		11,695		5,309		4,423		98,873		12,214,549	
Homeownership rate	46.6%		48.1%		88.4%		74.9%		60.0%		56.9%	
Households	20,442		11,381		4,692		4,273		91,139		11,502,870	
Persons per household	2.44		3.84		2.11		2.56		2.71		2.87	
Owner-occupied	2.51		3.55		2.10		2.66		2.71		2.93	
Renter-occupied	2.39		4.11		2.11		2.27		2.70		2.79	
Median household income	\$50,605		\$37,619		\$46,048		\$2,449		\$53,998		\$47,493	
Individuals below poverty, % of pop	16.5%		19.1%		7.0%		2.5%		11.9%		14.2%	
Per capita income	\$25,758		\$13,205		\$27,609		\$35,684		\$26,396		\$ 22,711	

Source: 2000 US Census

Figure 1- 2: AMBAG Population Forecasts (2000-2030)

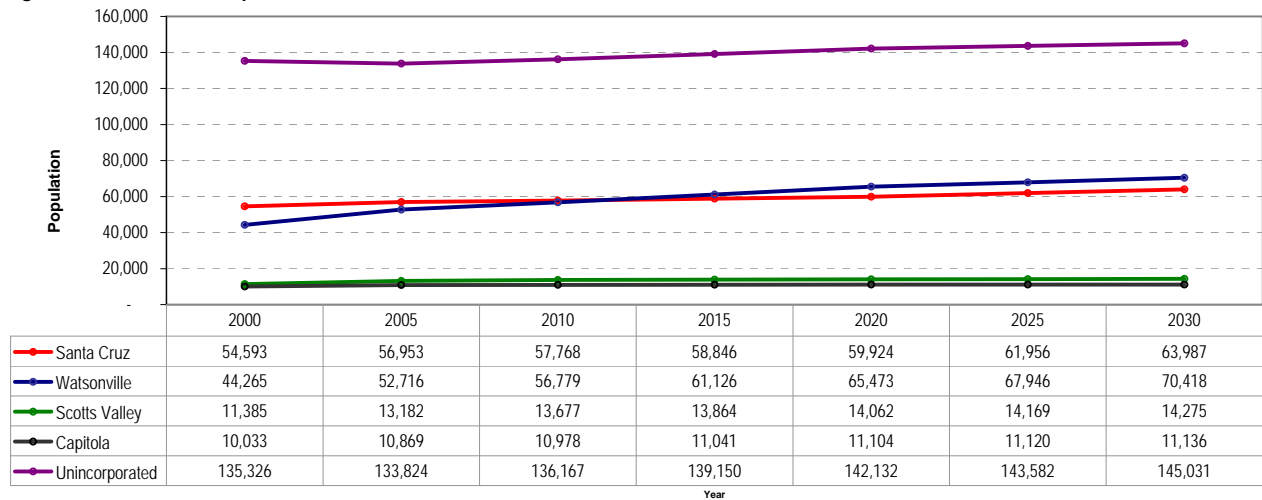


Figure 1- 3: AMBAG Housing Forecast (2000-2030)

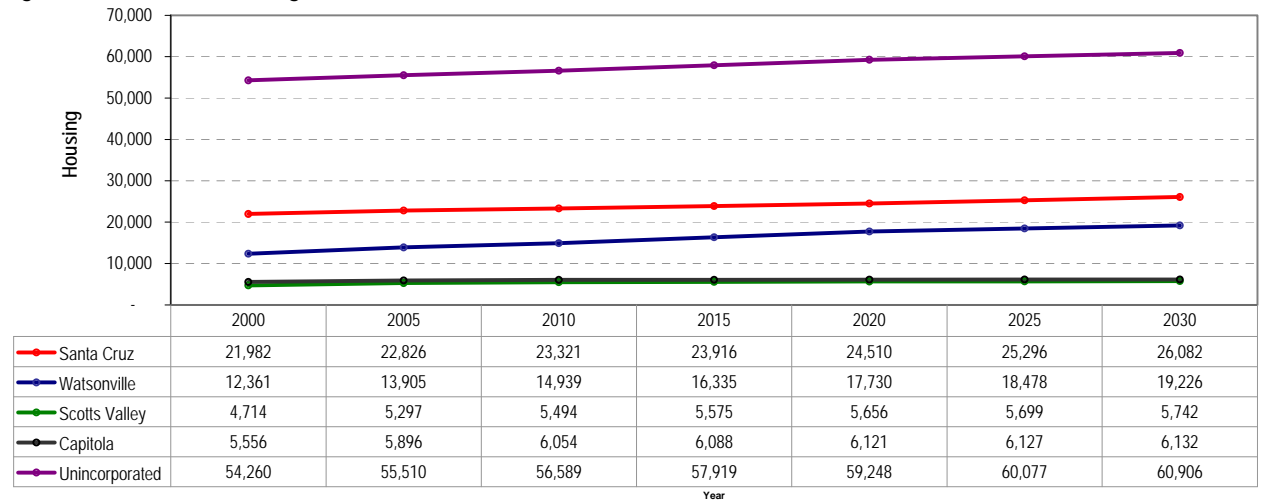
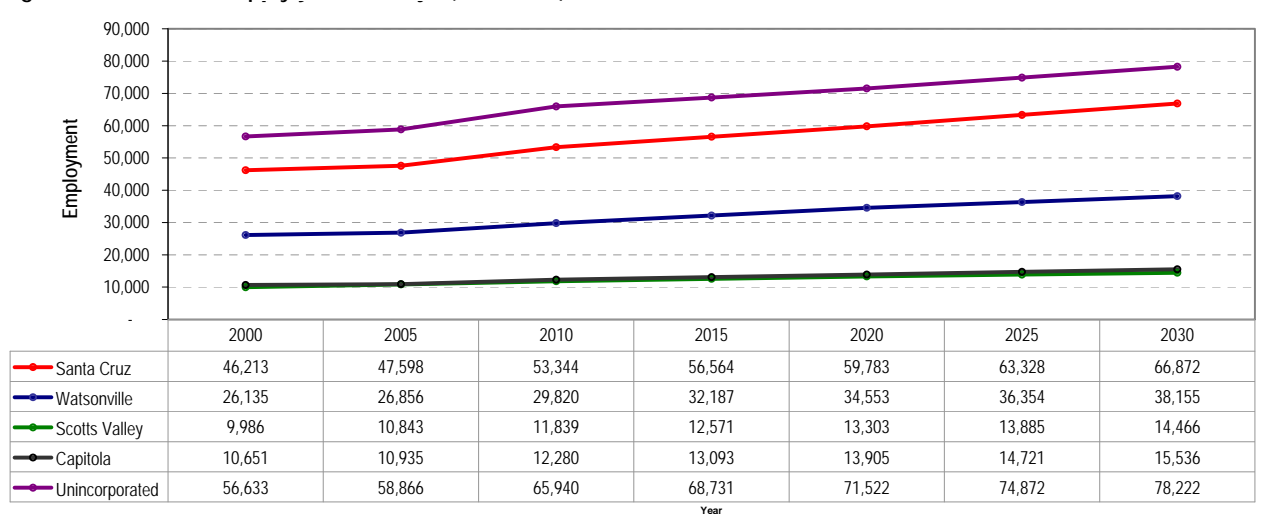


Figure 1- 4: AMBAG Employment Forecast (2000-2030)



Economic Condition

Santa Cruz County has a strong economic base which is structured around agriculture, tourism and retail trades. The unemployment rates (Table 2-3) for the County are widely variable. The City of Santa Cruz is just under the statewide average, Watsonville is nearly twice the state average and Capitola and Scotts Valley are nearly half of the state average. Clearly, there is a rather significant variance between the four incorporated cities.

Table 1- 3: 2000 Unemployment Summary

City	Unemployment (pop 16+)
Santa Cruz	4.2%
Watsonville	7.9%
Capitola	2.1%
Scotts Valley	1.7%
Santa Cruz County	4.1%
California	4.3%

Source: 2000 US Census

The various employment categories and the number of employees employed in each profession are broken down for the various geographic regions and shown in Table 1- 4. These results show the region's economic dependence on tourism and agriculture and the rather unbalanced employment distribution when compared with the statewide distribution.

Table 1- 4: Employment Summary

	Santa Cruz		Watsonville		Capitola		Scotts Valley		Santa Cruz County		California	
Retail trade	3,608	19%	2,389	20%	2,809	47%	914	16%	12,714	20%	1,525,113	12%
Health care & social assistance	2,216	12%	2,110	17%	312	5%	435	7%	10,404	17%	1,434,479	11%
Accommodation & food services	4,036	21%	1,146	9%	1,496	25%	704	12%	10,060	16%	1,145,536	9%
Manufacturing & Agriculture	1,833	10%	2,801	23%	-	0%	631	11%	6,694	11%	1,616,504	13%
Wholesale trade	1,300	7%	1,471	12%	64	1%	681	12%	5,025	8%	811,344	6%
Professional, scientific, & technical services	1,917	10%	420	3%	60	1%	963	16%	4,701	8%	1,164,306	9%
Administrative & support & waste management & remediation service	440	2%	752	6%	433	7%	388	7%	3,247	5%	1,013,925	8%
Other services (except public administration)	1,097	6%	400	3%	236	4%	156	3%	3,021	5%	405,030	3%
Information	1,040	5%	233	2%	82	1%	782	13%	2,464	4%	563,841	4%
Real estate & rental & leasing	454	2%	268	2%	274	5%	148	3%	1,766	3%	273,899	2%
Arts, entertainment, & recreation	1,098	6%	156	1%	175	3%	60	1%	2,023	3%	287,157	2%
Educational services	170	1%	60	0%	60	1%	10	0%	417	1%	62,843	0%
Mining	-	0%	-	0%	-	0%	-	0%	-	0%	20,321	0%
Utilities	-	0%	-	0%	-	0%	-	0%	-	0%	57,461	0%
Construction	-	0%	-	0%	-	0%	-	0%	-	0%	870,334	7%
Transportation & Warehousing	-	0%	-	0%	-	0%	-	0%	-	0%	397,266	3%
Finance & insurance	-	0%	-	0%	-	0%	-	0%	-	0%	681,626	5%
Management of companies & enterprises	-	0%	-	0%	-	0%	-	0%	-	0%	267,738	2%
Total	19,209	100%	12,206	100%	6,001	100%	5,872	100%	62,536	100%	12,598,723	100%

Source: 2000 US Census

Services Provided

The Santa Cruz Metropolitan Transit District (METRO) is the fixed route and paratransit service provider for Santa Cruz County. Appendix A contains a summary of the history of the organization. A total of 39 routes are offered throughout Santa Cruz County and one regional service is offered into Santa Clara County. ADA paratransit is provided within $\frac{3}{4}$ miles from any of METRO's fixed route services. These service areas are shown below in Figure 2-5.

Figure 1- 5: Fixed Route and Paratransit Service Area



Fixed Route

Five types of fixed route services are provided to meet the various bus needs of the residents of Santa Cruz County as shown in Table 1- 5 below. These categories were developed based on the differences in markets each type of route services and the differences in services frequencies/spans of service. Table 1- 6 and 2-7 show a breakdown of the frequencies and span of services for each route by category.

Table 1- 5: Fixed Route Classifications

Route Type	Description	Route Numbers
Rural	Lifeline service outside urban boundaries	33, 34, 40, 41, 42, 72, 76
Local / Feeder	Urban routes which connect residential areas or major trip generators with transit centers	3, 4, 7, 9, 31, 32, 53, 54, 55, 56, 66, 68, 74, 75, 79, 88
Intercity	Primary trunk lines with better than hourly service on arterial roads linking transit center or significant activity centers	35, 69, 69A, 69W, 69N, 70, 71, 91
UCSC	Routes that connect to the UCSC campus	10, 12, 13, 15, 16, 19, 20
Regional	Routes that travel beyond Santa Cruz County	17

Rural Routes: Rural routes provide service to rural areas of County in the Santa Cruz Mountains and outside Watsonville. These areas include the communities in the San Lorenzo Valley and Corralitos. Frequencies and span of service tends to be the lowest systemwide on these routes.

Local / Feeder Routes: These routes are designed to provide bus service within the urban communities of the County. Frequencies and span of services tend to be higher than rural routes but lower than intercity and UCSC. The majority of these routes serve the cities of Santa Cruz and Watsonville.

Intercity: Intercity routes are primarily focused on meeting the bus rider demands between the urban areas within the County including the Santa Cruz to Watsonville corridor and Santa Cruz to Scotts Valley corridor. A variety of service options (local stop to express) between Santa Cruz and Watsonville are offered to meet the various travel needs along the Highway 1 corridor. Intercity routes tend to have high service frequencies and high span of services.

UCSC: Due to the high transit demands to the University of Santa Cruz, routes have been specially structured and assigned their own category of fixed routes service. The majority of these services are only offered during the University's school term and are not in service during the summer months. The UCSC routes tend to have the highest ridership and productivity and experience a strong demand for bicycles. As a result, these routes tend to be the most frequent and have the longest running spans of service in the system.

Regional: There is one regional route which provides service between Santa Cruz County and Santa Clara County along SR-17. This service connects the Downtown Santa Cruz METRO station with San Jose's Diridon station servicing various park and ride lots and the Cavallaro Transit Center in Scotts Valley. At Diridon station, passengers can connect to the Santa Clara Valley Transportation Authority's (VTA) transit system the Caltrain and Amtrak regional rail systems. Once at Diridon, transit passenger can connect to the San Jose airport using the VTA system.

Table 1- 6: 2007 Weekday Service Headways and Span of Services

Route	AM Peak	Midday	PM Peak	Evening	Start Time	End Time	Span of Service
	to 8:29	8:30-14:29	14:30-17:59	18:00 to			
Rural							
33*	Limited Service, Trips Per Day = 2				6:55	15:18	1:00
34*	Limited Service, Trips Per Day = 2				7:25	15:05	1:00
40	Limited Service, Trips Per Day = 3				6:15	16:50	3:00
41	Limited Service, Trips Per Day = 4				6:05	18:50	6:00
42	Limited Service, Trips Per Day = 3				12:30	23:25	4:00
72/76	60	60	60	60	5:40	19:38	14:00
Local / Feeder							
3	60	60	60	60	6:50	19:28	13:00
4	60	60	60	60	6:45	17:25	11:00
7	60	60	60	60	8:50	18:18	10:00
9			Limited Service, Trips Per Day = 2		7:35	14:57	1:00
31	30		60		6:55	17:13	5:00
32		Limited Service, Trips Per Day = 2			14:15	15:50	1:00
53		120	120		9:05	17:55	4:00
54	Limited Service, Trips Per Day = 2				7:05	19:00	1:00
55	60	60	60		7:30	17:25	10:00
56	120	120	120		8:05	17:00	5:00
66	25-60	60	60	60-80	6:15	23:05	16:00
68	60	60	60	60	6:30	19:20	12:00
68N				60	18:30	23:30	5:00
74	60	60	60		6:50	18:35	12:00
75	60	60	60	60	6:09	21:02	15:00
79	60	60	60		7:10	17:35	11:00
88***	Limited Service, Trips Per Day = 4				6:05	18:35	3:00
Intercity							
35	3-41	30	30	28-75	5:53	23:45	18:00
35A	30	30	30	25-75	6:30	<i>0:08</i>	17:30
69	30-70	30	30	30	6:05	18:40	13:00
69A	60	60	60	60	6:45	19:48	13:00
69W	60	60	60	60	6:20	19:37	13:00
69N				30	19:00	22:20	3:00
70*	30	30	30		7:30	15:40	7:00
71	30	15-30	15	30-60	5:40	<i>0:45</i>	18:00
91	15-60	60	60	60	6:00	18:16	6:00
UCSC							
10	30	30	30	30	6:55	19:05	12:00
12*	Limited Service, Trips Per Day = 1				7:10	8:07	1:00
13*	60	60	60	60	7:20	19:07	12:00
15*	14-28	6-53	3-30	9-41	7:38	19:43	12:00
16	30	5-30	3-30	15-30	6:25	<i>2:14</i>	20:00
19*	30	30	30	30	7:30	<i>0:11</i>	17:00
19N**				40	23:45	<i>3:14</i>	4:00
20/20D	60	30-60	20-60	30	7:20	21:45	14:00
Regional							
17	15-40	60-100	20-60	60-90	4:35	23:30	17:00

* Route does not provide service or provides limited service when school (UCSC, Cabrillo, or San Lorenzo Valley) is not in service

** Friday-Saturday Service

*** Formerly Named 7N

**** Service Operates Mid-November Through Mid-April Only

Red italic text indicates AM time for the following day



 : Limited Service Times
 : No Service Times

Table 1- 7: 2007 Weekend Service Headways and Span of Services

Route	AM Peak	Midday	PM Peak	Evening	Start Time	End Time	Span of Service
	to 8:29	8:30-14:29	14:30-17:59	18:00-21:59			
Rural							
33*							0:00
34*							0:00
40		Limited Service, Trips Per Day = 2			8:30	17:55	3:00
41			Limited Service, Trips Per Day = 1		9:30	10:50	1:00
42		Limited Service, Trips Per Day = 3			12:30	23:25	4:00
72/76	60	60	60		6:40	18:40	12:00
Local / Feeder							
3							0:00
4							0:00
7							0:00
9							0:00
31							0:00
32							0:00
53							0:00
54	120	120	120	120	7:30	19:00	9:00
55							0:00
56							0:00
66	60	60	60	60-80	7:00	23:05	16:00
68		60	60	60	8:30	19:20	10:00
68N				60	18:30	23:30	5:00
74							0:00
75	60	60	60	60	6:09	21:02	15:00
79							0:00
88****		Limited Service, Trips Per Day = 4			6:05	18:35	3:00
Intercity							
35	60	30-60	30	30-71	7:02	23:21	16:00
35A*	60	30-60	30	30-90	7:30	<i>0:08</i>	16:00
69		Limited Service, Trips Per Day = 1			7:37	8:18	1:00
69A	60	60	60	60	7:50	19:48	11:00
69W		60	60	60	8:37	21:34	13:00
69N							0:00
70*							0:00
71	30	30	30	30-60	6:05	22:30	17:00
91		Limited Service, Trips Per Day = 1			7:15	8:01	0:46
UCSC							
10	60	60	60	60	8:25	18:00	10:00
12*							0:00
13*							0:00
15*							0:00
16	60	15-60	15-30	15-45	7:05	<i>3:15</i>	20:00
19*		60	60	60	9:30	19:11	10:00
19N**				40	23:45	<i>3:14</i>	4:00
20/20D		60	60	60	8:20	21:15	13:00
Regional							
17	85-95	100	75-135	80-95	5:50	23:40	10:00

* Route does not provide service or provides limited service when school (UCSC, Cabrillo, or San Lorenzo Valley) is not in service

** Friday-Saturday Service

*** Formerly Named 7N

**** Service Operates Mid-November Through Mid-April Only

Red italic text indicates AM time for the following day

0:08 : Limited Service Times

3:15 : No Service Times

ParaCruz

ParaCruz is the public transportation system for seniors or the disabled who are unable to use the fixed route transit service. The service is compliant with the American with Disabilities Act of 1990 and services areas within a ¾ mile buffer of the fixed route service offered by METRO. Those registered in the program are eligible for shared ride, door-to-door pick up service from 6:00 AM until 10:30 PM every day except New Year's Day, Thanksgiving, and Christmas Day. Trips must be booked between 1-14 days in advance between the hours of 8:00 AM and 5:00 PM. Following completion of a reservation, customers are given a "ready window" of 30 minutes (10 minutes before and 20 minutes after) their requested time. The cost is \$3.00 per trip, twice the price of the regular fixed route fare.

METRO took over the paratransit service from Community Bridges (private contractor) in November of 2004. Minibus vehicles are used for the service which can accommodate wheelchairs and scooters less than 30" by 48" and less than 600 pounds when occupied.

Neighboring Services

Monterey Salinas Transit (MST)

Monterey-Salinas Transit (MST) is the fixed route and paratransit service provider for Monterey County. MST operates a total of 33 fixed-route services, providing service within ¾ of a mile to an estimated 352,000 people. The service is structured to provide local and intercity service for Monterey Peninsula and Salinas Valley and rural services to the Carmel Valley, Big Sur, and coastal regions of the Monterey Peninsula. MST also runs service inland along the Highway 101 corridor to the cities of Chular, Gonzales, Greenfield, Soledad, and King City.

Major transit centers within the MST system are located in the Cities of Monterey, Salinas, Seaside, Marina, and Watsonville. The Watsonville Transit Center, opened in 1995, provides transferring service to Santa Cruz METRO bus lines. MST Routes 27, 28, and 29 that service the Watsonville Transit Center allow METRO riders to make direct transfers on to Salinas, Castroville and Marina. Transfers can then be made at either the Marina or Salinas Transit center for continued service to the rest of Monterey County.

MST offers free transfers to METRO routes for the travel to the North Zone¹ only. Transfers must be requested at time of payment for METRO fare and are not available at the Watsonville Transit Center. Day passes are also good for unlimited travel in the MST North Zone but METRO monthly pass holders must be accompanied by a transfer. METRO also accepts MST's Courtesy Cards (senior and disabled passes) giving riders a discounted fare. MST accepts METRO's senior rate payment even though the senior age is less than their own.

A memorandum of understanding signed in 1989 by MST and METRO outlines a plan for both agencies to provide coordinated and efficient transit service to transit riders of Watsonville and the Pajaro Valley. Aside from fare arrangements mentioned above, the agreement also calls for MST and METRO staff to assist in directing passenger between the two systems and providing each others information in the respective rider guides.

¹ North Zone includes the communities of Watsonville, Marina, Prunedale, and Castroville.

Santa Clara Valley Transportation Authority (VTA)

Valley Transit Authority (VTA) provides bus, light-rail, paratransit and various shuttle services to the Santa Clara County. Sixty-nine fixed-route bus services and three rail lines link the major communities including Mountain View, Sunnyvale, San Jose, Milpitas, Morgan Hill, and Gilroy.

METRO's Highway 17 Express service provides Santa Cruz and Santa Clara County residents with "over-the-hill" service between the two counties. Northbound passengers from Santa Cruz County can connect to VTA lines at either the Diridon Station or the Downtown Transit Plaza in San Jose. Since both of these locations serve as major transit terminals in the area, passengers have a number of options for bus, light rail and shuttle connections to most of Santa Clara County. The free Downtown DASH circulator shuttle is available at both of these locations as well.

Fares paid into the METRO system for the Highway 17 bus results in free transfer to VTA system, but not the reverse to METRO from VTA. A single ride is \$4, day pass \$8 and monthly pass is \$90.

Altamonte Commuter Express (ACE)

The Altamonte Commuter Express is a regional commuter rail system linking the Central Valley, Livermore/Amador Valley, and Santa Clara County. Four AM westbound and four PM eastbound trains provide commuters from the communities of Stockton, Lathrop, Manteca, Tracy, Livermore, Pleasanton, and Fremont connections to the major employment destination in the Silicon Valley. The final stop along the corridor is the Diridon Station in San Jose, allowing connections to the Highway 17 Express from Santa Cruz County.

Transfers at the Diridon Station to ACE are not timed with the Highway 17 Express and discounted fare transfer rates are not available.

Caltrain

Caltrain provides commuter rail service to 34 stations along a 77-mile corridor from San Francisco, through San Mateo and Santa Clara Counties to Gilroy. As of April 2nd, 2007, 96 trains provide weekday northbound and southbound service. Along with the regular all-stop service, a limited stop and baby bullet option are available to commuters. The baby bullet allows travel to occur between San Francisco and San Jose in less than an hour.

Caltrain services the Diridon Station in San Jose where the Highway 17 Express service from Santa Cruz stops. This location allows passengers a train connection to San Francisco and San Mateo Counties (northbound) or Morgan Hill/Gilroy (southbound). Persons boarding with a Caltrain monthly ticket and Peninsula pass receive \$4.50 credit towards a purchase of a HWY 17 day pass.

Amtrak

Amtrak's Capitol Corridor service from Sacramento to San Jose is accessible via the Highway 17 Express. This commuter rail system provides service seven days a week to major destination in the East Bay and Sacramento Valley including Oakland, Berkeley, Martinez, Davis, Sacramento, and Auburn. Amtrak also provides motorcoach service from the Diridon Station south to San Luis Obispo and Santa Barbara.

Organizational Structure

The organization structure for METRO is shown below in Figures 2- 6 to 2- 15. Nine major departments exist within this structure that is overseen by the Board of Directors:

- Office of the General Manager
- District Counsel

- Finance Department
- Human Resources Department
- Operations Department
- Maintenance Department
- Information Technology Department
- Fleet Department
- Facilities Department

Figure 1- 6: METRO Organizational Chart - All Departments

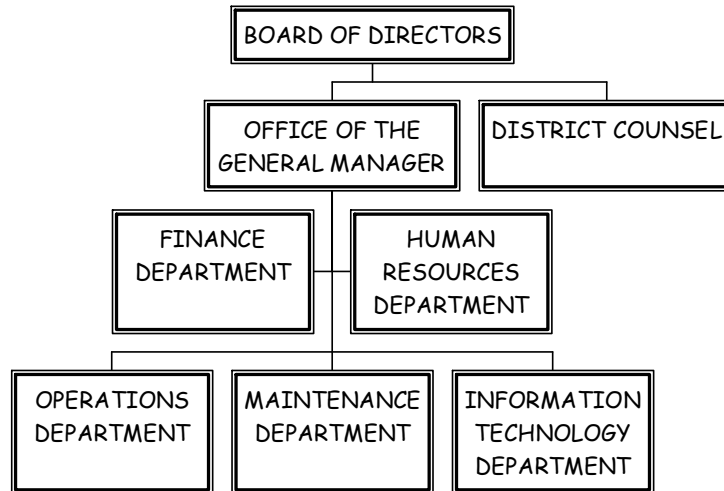


Figure 1- 7: METRO Organizational Chart - Office of the General Manager

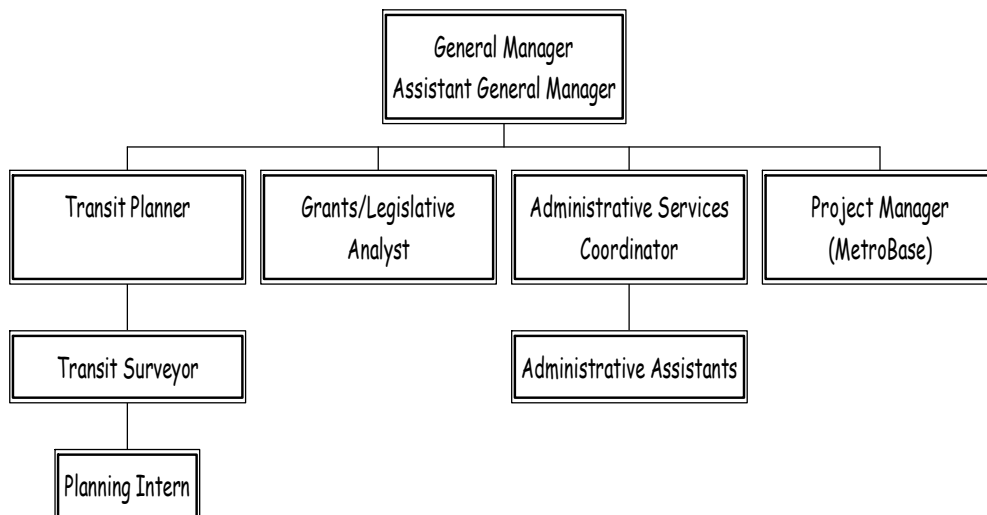


Figure 1- 8: METRO Organizational Chart – Office of District Counsel

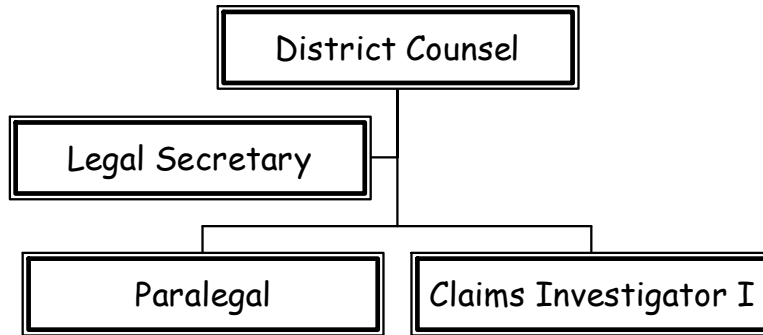


Figure 1- 9: METRO Organizational Chart – Office of Finance

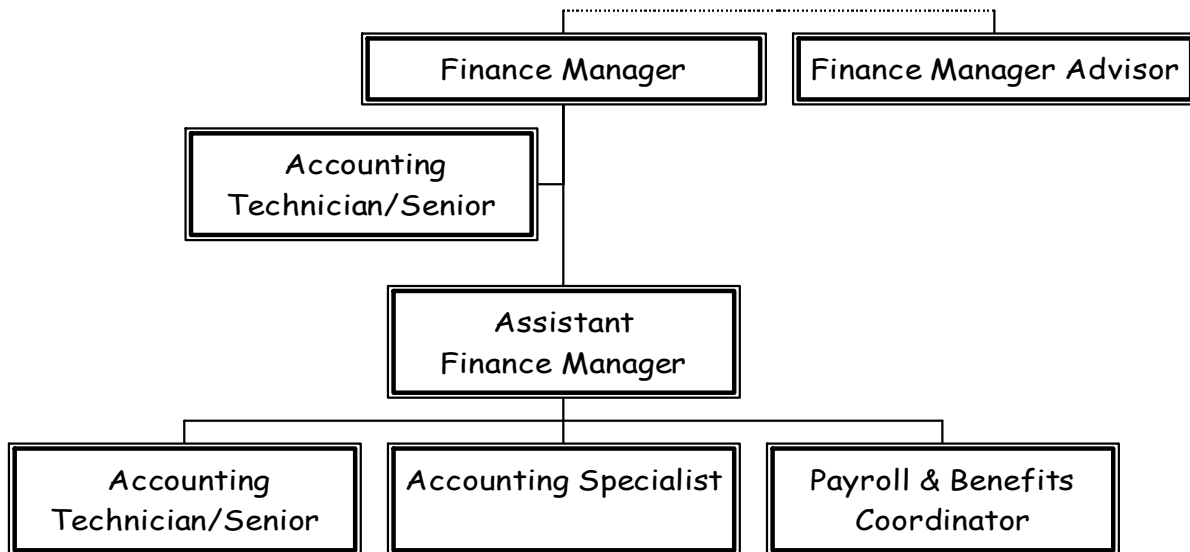


Figure 1- 10: METRO Organizational Chart – Human Resources Department

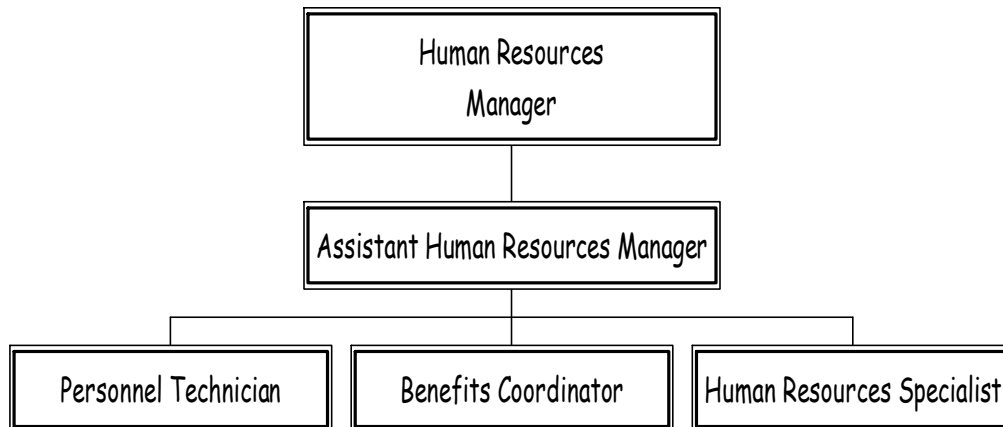


Figure 1- 11: METRO Organizational Chart – Information Technology Department

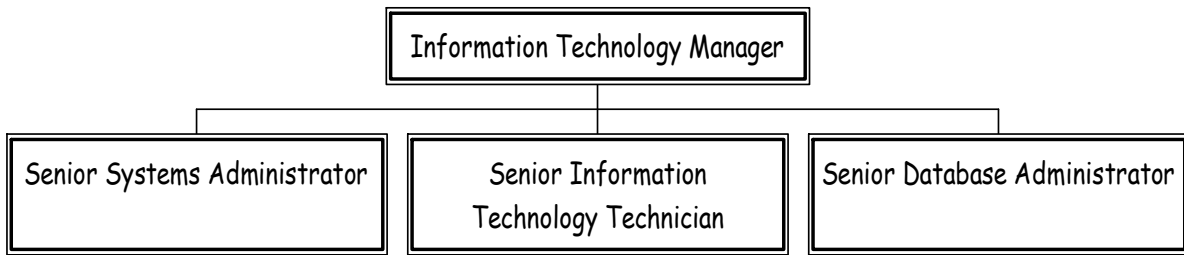


Figure 1- 12: METRO Organizational Chart – Operations Department

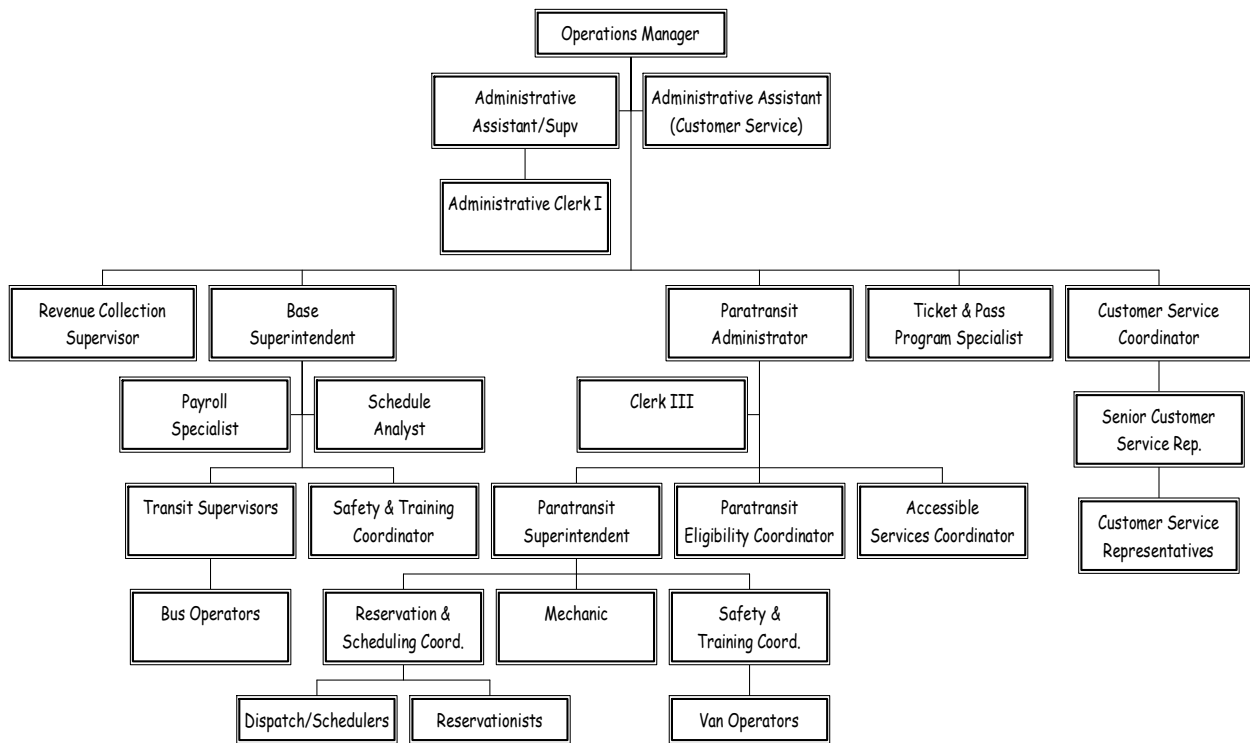


Figure 1- 13: METRO Organizational Chart – Maintenance Department

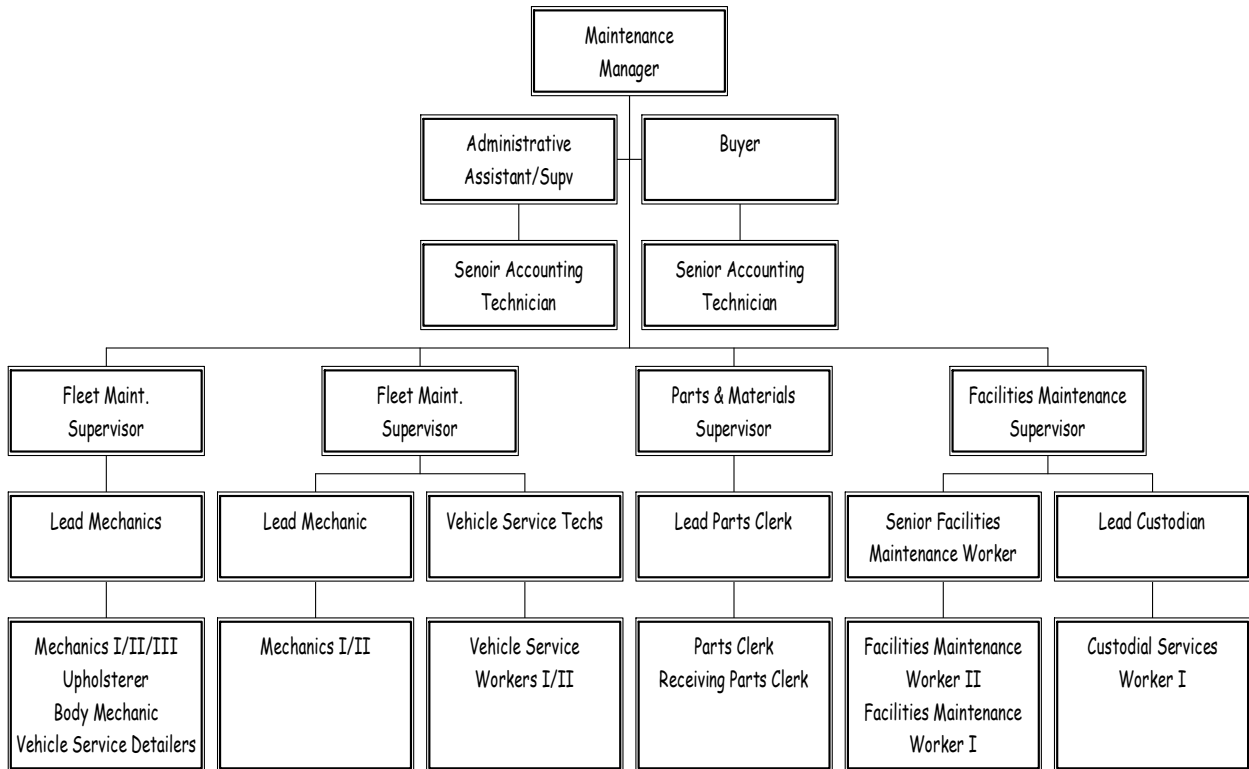


Figure 1- 14: METRO Organizational Chart – Fleet Department

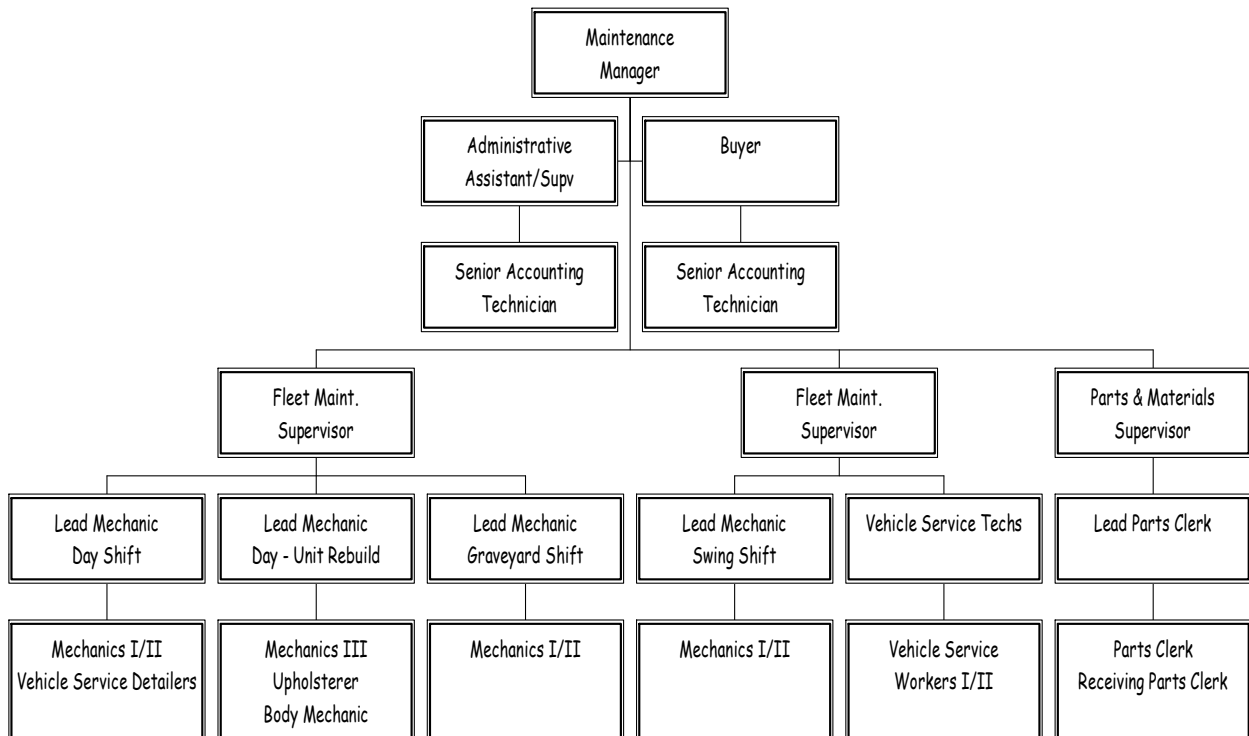
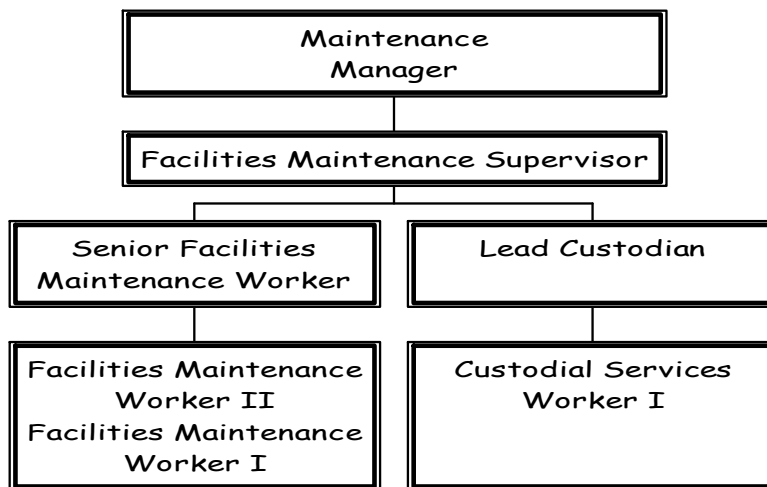


Figure 1- 15: METRO Organizational Chart – Facilities Department



Fare Structure

The fixed route fare structures shown in Table 1- 8 below were effective as of July 1, 2004. Fares for the Highway 17 Express Service to Santa Clara County are shown in Table 1- 9. Paratransit fares are priced as twice the normal fixed-route cash fare, \$3.00 per trip.

Transfers between METRO buses are not free and require repayment for every bus boarded. Those making more than three trips in one day are encouraged to buy a day pass for \$4.50 which will result in a cost savings for the rider. Free transfers are issued for those traveling to the North Zone areas of the Monterey-Salinas Transit area. Transfers to this service must be issued when the initial bus fare is paid and monthly passes are not honored by MST.

Monthly adult, youth, and senior/disabled passes are good for unlimited rides on all routes in Santa Cruz County except the Highway 17 Express. To qualify as a senior, riders must be 62 or older and be able to show proof of age. To qualify as disabled, riders must provide a METRO ID card or Medicare card. The Highway 17 Express monthly pass is good for unlimited rides on all METRO's fixed route services and Santa Clara buses and light rail.

METRO currently has agreements with the University of California Santa Cruz (UCSC) and Cabrillo College to offer students and staff free transit service. Students and staff must present a valid identification card for their respective college or university at the time of boarding to use the free service. This "class pass" program eliminates the charge to the rider at the time of boarding but eventually reimburses METRO at a subsidized per trip rate as described in the agreement.

Table 1- 8: 2007 Fixed Route Fares

	Cash	Day Pass	5 Day Pass	Monthly Pass
Cash	\$1.50	\$4.50	\$22.00	\$50.00
Student above 46" or through the 12th grade	\$1.50	\$4.50	\$22.00	\$35.00
Child less than 46" (three ride free with fare paying passenger)	Free	N.A.	N.A.	N.A.
Senior 62 + years	\$0.75	\$2.25	\$11.25	\$25.00
Disabled	\$0.75	\$2.25	\$11.25	\$25.00

Table 1- 9: 2007 Highway 17 Express Fares

	Cash	Day Pass	Monthly Pass
Cash	\$4.00	\$8.00	\$90.00
Senior 62 + years	\$2.00	N.A.	N.A.
Disabled	\$2.00	N.A.	N.A.

Fleet

As of November of 2006, METRO had 113 revenue vehicles for fixed route services, 34 vehicles for paratransit services, and 61 non-revenue vehicles. Nearly all fixed route vehicles are 35 or 40 foot in length. Revenue vehicles have an average age of 10 years, paratransit 5.2 years, and non-revenue 7.8 years. A complete listing of these vehicles is shown in Appendix B.

Facilities

Four transit centers are currently used by METRO as hub or transfer locations for their fixed routes services. The two primary centers, which nearly all routes service, are the Santa Cruz Transit Center located in Downtown Santa Cruz and the Watsonville Transit Center located in Downtown Watsonville. Both of these facilities contain a large number of bus bays to allow layover and transferring activities to occur. They also include a high level of customer amenities including food vendors, customer service agents, and seating.

The secondary transit centers are located in Felton and Capitola. The Felton center is located at Felton Faire just north of Mt. Hermon Road. The Capitola Transit Center is located at the Capitola Mall on 41st Street. Both of these facilities have fewer customer amenities but provide key transfer points for METRO's fixed routes services.

The District is also in the process of constructing the new MetroBase Transit facility on River Street and Golf Course Drive. The new facility will be the central location for operations and maintenance of METRO's bus fleet. The facility will contain the following components:

- Liquefied Compression Natural Gas (LCNG) fueling station

- Bus washing structure
- A second story addition to the current building
- Reconfigured parking and circulation

Completion of the facility is scheduled for 2010.

Website

The District currently offers a website dedicated to providing transit information to the residents of Santa Cruz County. The website is also a medium for obtaining citizen feedback on the current service offered by METRO. The major information areas on the page include; System Information, Schedules, Contact Us, News, Board, Bids, Jobs, Links, MetroBase, and ParaCruz. METRO's website has been in existence since 1996 and is currently being reevaluated to determine changes that will meet the needs of their current users. This assessment can be found in Appendix C of this report.

CHAPTER 2: BACKGROUND

BACKGROUND REPORTS

The following studies were reviewed in the SRTP development process. These documents address issues that directly or indirectly effect operations at METRO and in some way impact the operational conditions. The documents reviewed include:

- Regional Transportation Plan (2005) - Santa Cruz Regional Transportation Commission (RTC)
- Metropolitan Transportation Plan (MTP) (2005) – Association of Monterey Bay Area Governments (AMBAG)
- City of Santa Cruz Master Transportation Study (2003) - Fukuji Planning & Design
- ADA Complementary Paratransit Comprehensive Operational and Financial Audit (2000)- Multisystems
- UCSC Comprehensive Transit Study (2003) – Urbitran
- UCSC Long Range Development Plan (2005-2020) - University of Santa Cruz
- Major Transportation Investment Study (1997) – Santa Cruz Regional Transportation Commission

Regional Transportation Plan (2005)

The RTC is the transportation planning agency for Santa Cruz County that is primarily responsible for prioritizing capital investments in transportation infrastructure for all modes of transportation including autos, transit, bikes and pedestrians. The RTP is the long range planning document mandated by the state of California to guide transportation funding decision for the planning region. The 2005 plan identifies goals, projects and programs that will improve and maintain the County’s transportation system over the next 25 years. The plan further identifies specific projects to meet these goals.

The overall theme that developed in the plan focused on the increasing traffic congestion and the increasing competition for limited transportation dollars. A number of key points were highlighted, including:

- Santa Cruz County has a rich multi-modal transportation network
- Traffic in Santa Cruz is worsening
- Transit service is limited by available revenues
- Maintenance needs for the existing transportation network are increasing
- The complexity of transportation solutions is increasing
- All transportation modes and facilities are subsidized with public funding generated from tax revenues
- Since 1998 the RTC has gained more control of the local share of state and federal funds
- The ebb and flow of federal, regional and local funding affects project timing
- Existing funds are insufficient
- Reaching consensus on transportation improvements is difficult

Metropolitan Transportation Plan (2005) - AMBAG

AMBAG is the metropolitan planning organization (MPO) for the three-county Monterey Bay region including Santa Cruz County, Monterey County and San Benito County. Federal regulations requires AMBAG to develop a long-range transportation plan that is both financially constrained and falls under the on-road motor vehicle emissions budget included in the Federal Air Quality Maintenance Plan. The plan provides the financial element which demonstrates how various transportation improvement projects can be implemented with the region's available resources.

The constrained action element of the plan for 2005-2030 for the three-county region allocated 25.3% of all project funding to transit. Transit was second only to vehicle flow which received 34.4% of the total funding. Forty different projects were identified for METRO in the constrained scenario. The majority of the funding for these 40 projects was allocated to four major areas; general transit service operations and maintenance (\$850 million) local service restoration and expansion (\$67.75 million), the MetroBase facility (\$42.8 million) and bus replacements for 2018-2030 (\$40 million).

City of Santa Cruz Master Transportation Study (2003)

The Master Transportation Study (MTS) was a joint planning effort between the City of Santa Cruz and the University of California Santa Cruz to develop a community-based approach to shaping the future transportation system. The four main objectives from the planning process included:

- Expand and offer new travel choices for people who live, work, play and visit Santa Cruz
- Provide relief for citywide vehicle traffic congestion
- Enhance community livability
- Achieve a sustainable transportation future

The key challenges were identified as addressing future traffic growth and reducing peak-hour single occupant vehicle trips. The study went on to make a number of short-term and long-term recommendations to achieve the objectives of the study. The short-term (5-year) strategies that are specific to transit include:

- Give right-of-way priority to transit through incremental Bus Rapid Transit (BRT) improvements that lead to a long-term BRT system. Incremental improvements include bus queue jump lanes, transit priority signalization, pre-payment of transit fares and reversible parking and travel lanes.
- Refine and build on the successes of the existing METRO system.
- Augment key transit services of the existing transit system to offer a core, high frequency limited-transfer transit network serving activity centers & region.
- Develop Metro Base; it is required for the successful implementation of expanded and improved transit services.
- At this time, a Bus Rapid Transit (BRT) system is the most flexible and cost effective transit technology to apply to Santa Cruz. It is a technology that can address both the regional mobility challenge of Highway 1 congestion, and the low-density distribution countywide and growth of development in South Santa Cruz County. Bus Rapid Transit is a system that combines the quality of rail line with the flexibility of buses. It can operate on ordinary city streets, exclusive transit ways or HOV lanes with priority for transit being the key component. A BRT system combines intelligent transportation systems technology, cleaner and quieter vehicles, rapid and convenient fare collection, and integration with land use policy.

Part of the short term strategies also evaluated METRO's route structure in some depth. The following route modifications were discussed to increase ridership:

- **Eastside — UCSC Connector.** Provide a direct, high frequency, local and express service to bypass downtown between UCSC and East Side residential neighborhoods with service extended to Cabrillo College.
- **North — South Central Route.** Provide a direct, high frequency service along the City's central north-south area connecting the Harvey West, Downtown, Metro Center and Boardwalk areas.
- **East — West Connector.** Provide direct, east - west transit route with limited stop express and local service linking the West Side residential neighborhoods, Mission Street retail, Santa Cruz High School, the Downtown, Soquel Avenue retail, East Side, and residential neighborhoods, with Cabrillo College.
- **Ocean Street Hotel/Beach Shuttle.** Seasonal, weekend shuttle providing 30-minute service between the Ocean Street hotels and the Boardwalk area.

The short-term strategies focused primarily on local City of Santa Cruz needs and didn't address the regional transportation issues the County is currently faced with. The long-term strategies took these factors into consideration and developed the following options:

- Transit and carpooling offer the greatest promise for traffic reduction through mode shift from SOVs.
- Based on the travel analysis, to achieve no future growth in vehicle traffic in the year 2020 from year 2000 levels, transit ridership levels need to increase for the external, commute in and out, and regional trips. For a transit emphasis solution, external transit mode splits need to increase from 3.8 % to an average of 8.6% (5.3% commute out and 11.8% commute in), a 125% increase by 2020.
- To achieve this level transit mode split, the City can benefit from a regional transit strategy, however any regional transit strategy must address both the regional mobility challenge of the high levels of vehicle traffic on Highway 1, and the low density distribution and growth of development in South Santa Cruz County.
- At this time, a Bus Rapid Transit (BRT) system is the most flexible and cost effective transit technology for the Santa Cruz region.
- At this time there are three potential rights-of-way available to implement future high occupancy, high frequency BRT technology that can address regional mobility and growth challenges: the rail corridor, local arterial streets and Highway 1.
- The Rail Corridor right-of-way option must be preserved for higher occupancy transit services, and pursued to achieve project funding in conjunction with whatever effort is made to modify Highway 1.
- Environmental analysis needs to be conducted to ensure HOV proposals are sensitive to City needs and the MTS vision including the effect on local streets, single occupancy vehicle use and land use impacts.
- The most efficient spatial configuration is to have high occupancy, high frequency, and minimum transfer service along direct routes linking major local and regional activity centers.
- Future growth of UCSC, beyond assumptions projected in this document, will require consideration of a new connection to an enhanced regional transit system. Any new connection must be designed and engineered for environmental sensitivity.

- In the future, the city should continue to consider the application of new, innovative technologies to increase local and regional transit ridership. Possible options are discussed in the following sections of this report.

ADA Complementary Paratransit Comprehensive Operational and Financial Audit (2000)

Under the Americans with Disabilities Act of 1990 (ADA) METRO is required to provide complementary paratransit service for persons with disabilities. Prior to 2004, METRO contracted out its paratransit services. At the time this study was complete, Food and Nutrition Services (FNS) was the provider of paratransit services. The 2000 comprehensive operational and financial audit was completed to assess the following areas of the paratransit program:

- The current ADA eligibility process
- The service quality experienced by customers
- Service quality, including vehicles, drivers, and performance standards
- The reservations, scheduling and dispatch service provided under this contract
- The administration of the program by FNS
- The subcontractor's performance, compliance and reporting
- The contract for thoroughness
- The internal cost allocation of FNS and the accuracy of billings
- Compliance with the ADA regulatory requirements

Since paratransit operations are now provided by METRO, the following summary of the study's results will exclude those findings relating to contract with FNS. The findings and recommendations for the other areas of focus were filtered to its applicability for the SRTP and presented below.

Current ADA eligibility process. The eligibility process was found to be brief and did not ask if the applicant was unable to use fixed route services. It was recommended that METRO look into ways to more thoroughly verify ADA eligibility and to more strictly apply the eligibility criteria as described in the ADA regulations.

Service quality experienced by customers. Scheduling Assistants appear to be professional and interact well with customers. Implementing automated scheduling may increase scheduling efficiency, but may impact customers by increasing ride times and grouping more trips.

Service quality, including vehicles, drivers, and performance standards. The vehicle fleet and driver quality was found to vary based upon the provider of the service. A closer monitoring program for the personnel and a training program were suggested to improve driver performance.

The on-time performance standards were shown to be met but these standards were also recognized as being excessive. It was recommended that the current 45-minute window (-15 to +30) was revised to a 30-minute window (-30 to 0). It was also recommended that on-street monitoring and support for vehicles be implemented.

The reservations, scheduling and dispatch service provided under this contract. Overall, reservations, scheduling, and dispatch operate well. Areas to improve upon include:

- Improve timeliness of will call trips
- Improve communication between scheduling assistants and dispatch
- Manual scheduling procedures have resulted in denials, overcrowding and under-crowding due to the lack of real-time information for the scheduling assistants.

UCSC Comprehensive Transit Study (2003)

The 2003 Comprehensive Transit Study completed for UCSC evaluated how well transit services to and through the main campus and off-campus were meeting the existing needs and anticipated future needs. The study was completed in cooperation with METRO and presented to their Board in January of 2004. Recommendations were used in the creation of the University's 2005 Long Range Development Plan.

The general conclusion for the study showed that the University must plan for significant increases in transit demand, especially internal transit trips. The internal demand was addressed by a series of modifications to the campus shuttle buses. The external demand was addressed by suggested changes to the METRO service. The following recommendations were suggested:

- Route #22: Add a stop on Laurel Street, reschedule to coordinate with class change times
- Routes #15/16: Add two vehicles to meet increasing demands
- Route #20: Improve frequency to every 60 minutes; add evening service until 10 PM
- Explore the possibility of a new service from UCSC to serve Ocean Street, Cabrillo College, and Aptos, that would bypass the Santa Cruz METRO Center

UCSC Long Range Development Plan (2005-2020)

The LRDP provides UCSC with a comprehensive framework for the physical development of the UC Santa Cruz campus over a 15-year planning period. The document includes a land use plan that is structured to meet the academic and institutional objectives of the campus. The LRDP was accompanied by an Environmental Impact Report as required by the California Environmental Quality Act (CEQA).

The 2005 plan represents an increase in student enrollment to 19,500, an additional 5,100 students over the 2003-04 total enrollment. The circulation impacts associated with this increase were addressed in the plan and many solutions involved the continued utilization of METRO's services. The key aspects of the plan for the transit network include:

- Currently 40% of all trips to campus are made through single occupancy vehicles
- UCSC is the primary contributor to the public transit system, contributing \$2 million a year in rider fees to METRO.
- The LRDP calls for an interconnected network of transit routes with a transit hub located at east and west peripheral lots. Campus shuttles will continue to serve the inter-campus transit needs and METRO will provide off-campus and regional transit travel. BRT solutions, such as queue jump lanes or transit-priority traffic signals, may be installed to allow buses to bypass vehicles at congested intersections.
- A third entry to campus is proposed along Empire Grade to provide emergency egress to the west

- UCSC supports an Eastern Access route to campus.
- The LRDP calls for an extension of Meyer Drive to Hagar Drive, and Hagar Drive to Coolidge Drive, creating critical cross-campus links.
- The LRDP call for an additional 2,100 parking spaces to meet anticipated parking demands

Major Transportation Investment Study (1997)

The MTIS is a long-term investment study for the Watsonville to Santa Cruz to UCSC Campus corridor to determine the best investment strategy for the future travel needs of the corridor. The recommended investment strategy was based on a new ¼ cent sales tax and a federal earmark to construct a busway and bikeway project in the Santa Cruz Branch Line right-of-way between Natural Bridges and State Park Drive by the year 2006. The technical tasks of the project included; public participation, travel model development, screening of alternatives, travel forecasts, transportation impacts, environmental scan, capital and operating and maintenance costs, financial analysis, MTIS report, and an intercity recreational rail study.

To date, there is still no clear consensus from the general public or the Regional Transportation Commission on what the best alternative is to dealing with the future travel needs along this corridor. The field is split between widening the highway for carpool and bus travel and implementing rail service in the corridor. There is also a “do nothing” group that doesn’t support any changes in the corridor.

The impacts to transit that resulted from the analysis showed Alternative 8, Improve Bus Service, as achieving the greatest transit mode share of travel in the corridor. This alternative includes adding new express bus service to Santa Cruz, California State University at Monterey Bay, and San Jose. New local service would be added in Watsonville, Harvey West, Aptos, Capitola, San Lorenzo Valley, and the west side of Santa Cruz and the UCSC campus. METRO’s bus fleet could exceed 150 vehicles plus needed spares.

Even under the Improve Bus Service scenario, the transit mode share was only estimated to be 2.73% of all trips. This is well below the County’s transit mode split goal of 10%. The results show UCSC as having the greatest growth in transit usage and capturing the highest number of transit trips. Downtown Watsonville was estimated to have the least number of trips made by transit. Overall, 83% of boardings were forecasted to occur between the UCSC campus and Capitola.

Summary of Background Reports

In general, the following assumptions were developed from the reviewed transportation studies in Santa Cruz County.

- Traffic conditions are worsening
- There is a competition of funds and interests for the various modes of travel in Santa Cruz County
- Peak-hour single occupant trips could be reduced through increases in transit use
- BRT is a reasonable approach to increasing transit capacity and use
- UCSC, already a major consumer of transit, will continue to expand and thus contribute to increased transit use

The previous transportation improvement studies reviewed above offer a number of valuable recommendations, which were taken into consideration during the development of this SRTP. As long as traffic levels continue to increase in Santa Cruz County and single-occupant automobile travel continues to be the preferred method of travel, roadway congestion will worsen. Solutions to these issues offered by previous

studies favor an investment in transit, specifically BRT, which offers a cost-effective solution to increasing capacity and improving the attractiveness of transit. While BRT appears to be a preferred transit solution, competing interests and funds within the County have failed to create an environment where transit trumps other modes of travel to the point of bypassing congestion. Specifically, high-frequency corridors that would lend itself well for a BRT type transit service for METRO such as Highway 1 between Watsonville and Santa Cruz and the Laurel-Mission-Bay Street corridor between downtown Santa Cruz and UCSC are still forced to run mixed-flow, subjected to all the same congestion constraints of other motorist.

PUBLIC OUTREACH

Public outreach is an essential component to a good community-based planning effort. The creation of the SRTP provided an ideal opportunity to reach out to the community and stakeholders to determine the strengths and weaknesses of METRO and identify changes that could be made to improve upon the identified deficiencies. This information provides essential qualitative insight that can then be paired with the quantitative performance assessment to accurately depict the current conditions of the system.

To focus the outreach efforts, various user groups were identified at the onset of the project. These groups were identified based on current usage patterns and dependence of the system for their day to day travels. Other groups were identified because they either had service and don't use it or they are currently lacking service.

Reaching out to these key stakeholders and users of the system is often times challenging. Recognizing that differing demographics use various methods to communicate, the outreach plan used multiple formats and mediums to gain the necessary information. Table 2- 1 below shows the groups who participated in the outreach and the techniques used to gain their input.

Table 2- 1: Outreach Groups and Methods Used

Group	Outreach Method
Transit Stakeholders	Face-to-face interviews
Transit Passengers	On-board surveys / intercept surveys
Transit Drivers (Metro fixed-route bus drivers)	Face-to-face interviews
Local communities (Watsonville, Capitola)	Community meetings
Cabrillo College (student, staff and faculty)	Online survey

Stakeholder Interviews

The majority of stakeholder interviews were conducted at the onset of the project during the 2nd week of January, 2007. Follow up interviews with remaining stakeholders were conducted in February and March 2007. Those interviewed included elected officials, regional and community agencies, local business communities, educational institutions, and MAC members. Our understanding with each of the stakeholders interviewed was that their individual responses would be confidential, but that we would include all of the important comments as part of an overall evaluation.

A summary of the included stakeholders and their input can be found in Appendix D. Significant findings from the stakeholder interviews included:

- Santa Cruz local service caters toward downtown and UCSC and may be overlooking service worker travel needs or potential tourist market

- More local services for Watsonville, Capitola and Scotts Valley
- Increase service to Cabrillo College and its link to UCSC
- Traffic congestion hinders METRO's performance
- METRO staff does not do much in the way of advertising and/or marketing and therefore is not looking to service new potential markets.
- Long distances services (Highway 17 Express/Connections to Watsonville) are generally good but could be improved by decreasing travel time and increasing span of service.

Transit Passenger Surveys

METRO current riders are perhaps the most important source of information when it comes to assessing performance of the agency. Two different approaches were taken to gain insight from this user group. The first, and most intensive of all the outreach efforts, was an on-board survey. This technique placed a surveyor on various buses throughout the METRO system and asked riders if they would take a voluntary and confidential survey while they ride. The survey was distributed as a hard copy for them to fill out. Assistance was given to the rider by the surveyor if requested.

The survey captured responses from 1,902 weekday riders over a three day period in March of 2007. Fourteen questions were asked of the riders including basic demographic information, origin/destination of transit trip, purpose of trip, and preference ratings for various attributes of the system. One side of the questionnaire was in English and the other side was translated into Spanish. A copy of the questionnaire, a detailed summary of the results, and mapped trips from origin locations from the four incorporated cities can be found in Appendix D.

Significant findings from the onboard survey included:

- The majority of the trips were home-based trips used for school and work, with just under half of all trips made for school purposes
- Over $\frac{3}{4}$ of riders walked to the starting point of their transit trip
- The most common payment methods for the bus are the UC pass (33%), cash (26%), and a monthly pass (19%)
- $\frac{2}{3}$ of transit riders do not own a vehicle and 57% do not have access to a vehicle
- Just under half of all riders are ages 18-23
- Only $\frac{1}{4}$ of riders are employed full-time and nearly half make less than \$10,000
- On-time arrivals was rated the lowest of the performance attributes and bus maintenance was rated the highest

Bus Driver Interviews

WSA held interview sessions with METRO bus drivers on May 2nd, 2007 at the Santa Cruz Transit Center and the Bus Maintenance Facility on River Street. Four representatives (two located at each site) sat down with drivers during their breaks and discussed issues the drivers felt were important to include in the Short

Range Transit Plan process. The interviewers were equipped with a questionnaire but the drivers were encouraged to discuss any issues they felt were relative.

Those drivers that could not participate in the afternoon interview session were asked to submit letters or emails to the consultant. These submittals were compiled with the interview feedback.

WSA held interview sessions with METRO bus drivers on May 2nd, 2007 at the Santa Cruz Transit Center and the Bus Maintenance Facility on River Street. Four representatives (two located at each site) sat down with drivers during their breaks and discussed issues the drivers felt were important to include in the Short Range Transit Plan process. The interviewers were equipped with a questionnaire but the drivers were encouraged to discuss any issues they felt were relative.

Two important ideas were raised during these discussions:

- An investment by METRO in technology to record and measure performance for services would be beneficial. That way there would be a consistent resource to record information, provide information to customers and measure and monitor performance. Of particular importance is the ability to record on time performance. On time performance of services is affected by increasing congestion on major trunk lines.
- The operators believe that METRO service would be enhanced by regular communication forums being established between planning and operations to discuss route and service opportunities.

Those drivers that could not participate in the afternoon interview session were asked to submit letters or emails to the consultant. These submittals were compiled with the interview feedback. A summary of the

Community Focus Groups

The communities of Watsonville and Capitola were identified as communities where outreach was needed as part of the SRTP development process. Watsonville is a community where it was felt more local service was needed for the growing population and Capitola was an area where local service was provided but not necessarily used. These outreach efforts were conducted to obtain feedback from the communities on how transit service could better serve their travel needs.

Watsonville

WSA conducted a focus group with non-users of the transit service in the community of Watsonville on Wednesday, May 16 2006. The focus group was held at the La Manzana Community Resources Center, a bilingual, bicultural community resource center serving mostly low-income residents of Watsonville and Pajaro Valley.

The purpose of this focus group was threefold: 1) to identify if the members of the community were aware of METRO service in the City of Watsonville and the surrounding areas, 2) to identify the major reasons why METRO service is not currently used, and 3) to identify what service changes would increase the use of transit. The participants were a representative group of the Watsonville community, comprised of users and non-users, working class and low-income agricultural workers.

A detailed summary of the focus group can be found in Appendix D. The general recommendations that were developed from the session include:

- Provide an express route between Watsonville and Downtown Santa Cruz
- Provide more information about bus scheduling and stop locations

- Provide bus shelters. The majority of bus stops are only designated by a pole with the route number and provide no weather protection
- Provide good lighting and emergency phones at bus stop locations in remote areas
- Widely advertise service changes to bus routes (via mailers, on board and bus stop postings)
- Introduce a discounted bus fare price for children
- Introduce a bus transfer system
- Provide more bilingual bus drivers

Capitola

WSA conducted a focus group with non-users of the transit service in the community of Capitola on Thursday, May 17, 2007. The focus group was held during the evening hours at Capitola City Hall. Working with community leaders, 15 individuals were asked to participate and all attended. The participants were a representative group of the Capitola community, comprised of users and non-users, owners and renters.

The purpose of this focus group was threefold: 1) to identify if the members of the community were aware of METRO service in the City of Capitola and the surrounding areas, 2) to identify the major reasons why METRO service is not currently used, and 3) to identify what service changes would increase the use of transit.

A detailed summary of the focus group can be found in Appendix D. The majority of the discussion at the session focused on providing a local shuttle/connector to improve mobility for the residents and tourists of the community. The general recommendations that were developed from the session include:

- Implement a trolley/circulator shuttle for the local trips within Capitola
- Serve more destinations directly, bypass transfer station at the Capitola Mall
- Provide more rider information, pre-trip and at the station
- Invest in environmentally clean buses to reduce pollution in the community

Cabrillo College Online Survey

Cabrillo College was selected by METRO as a transit market for further research to determine ways to increase transit performance to this institution. An online survey was selected as the outreach method to get feedback on transit improvements from students, staff, and faculty. The survey was posted online and a link was put on the Cabrillo College home page that took users to the survey location. The site was published on the 15th of May and results were captured for a two week period.

The focus of the survey was to determine reasons why people did not use transit to get to and from Cabrillo College. The first question filtered those who used METRO and those who did not. Those who used METRO were not asked any further questions and were navigated out of the survey. The remaining respondents were asked a series of questions to determine the major reasons why they did not use the transit service.

A total of 141 responses were gathered from the survey. Question by question results are included in Appendix D. Over a third of the respondents use transit to get to Cabrillo, second only to auto (52%). Of those who use transit, almost 85% use it daily or almost daily. The results of the survey showed the following reasons why those Cabrillo users don't use transit:

- Difficulty in planning a trip was identified as a concern.
- Transit is viewed as not convenient to many respondents' lifestyles due primarily to off-peak/irregular schedules
- Poor on-time performance was highlighted as important reason why people don't use the service
- Poor or limited time coverage was a significant concern, specifically frequency of service and the need to transfer between buses
- There is a desire to expand service information, specifically real-time bus location information and a trip planning tool
- More direct routes was listed as a service coverage issue
- Limited service time coverage was very significant deterrent, specifically the lack of evening and weekend service and the frequency of service

SUMMARY OF BACKGROUND INFORMATION

METRO provides a critical transportation service to many residents of Santa Cruz County. Regional transportation studies have identified an increase in transit's role in providing transportation solutions to solve many of the current congestion issues facing the County's population. Specifically, BRT has been identified as a feasible way to improve transit operations and reach the desired transit choice mode split envisioned for the County.

While transit is identified to play a more significant role in the future transportation system, METRO can improve upon its delivery of service in a variety of ways. The agency is still rebounding from systemwide adjustments made following the October 2005 strike. These adjustments, made primarily to align the existing scheduling of service and the newly required driver break requirements, are still being refined. Added uncertainties from traffic congestion and roadway construction complicate the scheduling process, resulting in reliability issues of the service.

Improvements have also been identified in the contrasting needs of the various markets for which METRO provides transit. On-board survey results and historical ridership shows students as a major user of transit. Population trends and transit rider demographics highlight the future expansion of transit ridership from Watsonville. While both of these user groups are potential users of transit, METRO needs to adapt its services and outreach techniques to accommodating their contrasting needs. This translates to a balancing of resources for those invested in technological advancements such as real-time signage and online trip planners and those dedicated to improving community-based outreach and bi-lingual communication.

CHAPTER 3: GOALS, OBJECTIVES & STANDARDS

MISSION STATEMENT

Provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service.

GOALS AND OBJECTIVES

Goals, objectives and performance measures are used by METRO to establish the vision for how transit should be delivered and how decisions concerning its delivery, based upon the available resources, should be made by the agency. This process was initiated by the development of the goals and objectives and then quantified and assessed using performance measures developed by WSA in collaboration with METRO. Since a structured performance measuring program is new to METRO, a complementary monitoring program is suggested to ensure the standards are constantly working toward improving the system.

The Short Range Transit Plan (SRTP) must address the competing goals of productivity and service delivery. Identifying the importance of each of these goals in the performance measurement program was completed through rider surveys, transit non-user focus groups, bus operator surveys, and input from METRO staff. The cumulative feedback highlighted the desire to focus primarily on service delivery (specifically coverage) on secondarily on productivity.

The following goals and objectives were developed to meet the public transportation needs of the general public:

Goal 1: METRO shall provide a family of services for the residents of Santa Cruz County that: connects key activity centers, serving as the foundation for the system; provides transportation alternatives to those who lack other options, including elderly persons, persons with disabilities, students, and economically disadvantaged persons; and allows for system expansion to serve new markets and opportunities.

Objective 1.1: Develop a core group of services that connect key activity points and commit to providing service along those corridors that as the primary objective.

Objective 1.2: Review all services to evaluate how the needs of the transportation disadvantaged, using the federal definition which includes seniors, people with disabilities and those with low income, are being addressed as a second objective.

Objective 1.3: Consider the impact on core services and those to the transportation disadvantaged as part of requests for new or expanded services.

Goal 2: METRO shall provide safe, reliable and accessible transportation to the residents of Santa Cruz County.

Objective 2.1: Ensure that services are operated in a manner to maximize safety, to the riders, the public and the operators.

Objective 2.2: Operate service in a manner that will maximize reliability of transit services.

Objective 2.3: Consider potential for services within one-half mile of residential areas.

Goal 3: METRO shall work cooperatively with local communities, residents, and other affected agencies and groups to develop the best possible family of services within the limitations of their resources.

Objective 3.1: Develop an ongoing planning process with key agencies and organizations within Santa Cruz County and the region.

Objective 3.2: Operate the agency in a manner that will encourage public input and participation.

Objective 3.3: Ensure high levels of customer satisfaction.

Goal 4: METRO shall consistently work to improve its operating efficiency and service delivery effectiveness.

Objective 4.1: Operate service in a manner that will maximize system productivity.

Objective 4.2: Operate service in a manner that will maximize system efficiency.

Objective 4.3: Operate service in a manner that will maximize use of subsidies.

PERFORMANCE STANDARDS

Overview

A Performance Measurement Program is an essential tool for transit agencies to both monitor the service they deliver and provide justifications for modifications to that service. Development of a measurement program should focus on meeting the goals of the transit agency and fulfilling the needs of the community for which they serve. Deciding on these measurements and the quantity of measurements, is a combination of what data is obtainable by the agency and how that analysis of that data will affect the service design criteria. The following lists display the typical categories, methods of presentation and data collection and organization and standards of evaluation:

Categories:

- **Availability** - how easily potential passengers can use transit services
- **Service Delivery**- assessment of passengers experiences using transit
- **Community Measures** – transit’s role in achieving the greater goals of the community
- **Travel Time** – how long the transit trip takes (isolated and compared to other modes)
- **Safety and Security** – how safe the user feels and likelihood of an accident and how personally secure a passenger feels riding the bus or waiting at METRO facilities.
- **Maintenance and Construction** – effectiveness of the agency’s maintenance program
- **Economics** – utilization, efficiency, and effectiveness of service and management’s impact on these measures
- **Capacity** – ability of transit to move both vehicles and people

Data Presentation:

- Individual measures
- Ratios
- Indexes
- Level of service

Data Collection Methods:

- In-house sources (driver's manifest, schedules, financial data, etc.)
- Census data
- AVL or APC counters
- Manual field work (ridechecks)
- Environment Surveys (passenger on-board surveys, driver surveys, etc.)

Standards of Evaluation:

- Comparison to an annual average
- Comparison to a baseline value
- Trend analysis
- Self-identified standards
- Comparison to typical industry standards
- Comparison to peer systems

Measures for METRO

The development of the performance measurement program was done as an iterative process between WSA and METRO staff. After discussions with METRO staff, it was decided that the goals, objectives and performance measures should be developed from the bottom up to directly reflect the needs of the agency. This process used a combination of resources including the TCRP Report 88: *A Guidebook for Developing a Transit Performance-Measurement System* and observed measures from a number of peer transit agencies.

These developed measures were also based on the agency's ability to collect and analyze the needed data and the agencies ability to meet the criteria. Meetings were held with METRO staff to determine how data is currently collected and their vision for future upgrades that would allow them more analysis capabilities. Staff resources available for the collection and analysis process were also discussed prior to developing the performance monitoring programs.

In total, 19 measures were established for the service monitoring program. These measures and the goals and objectives they quantify are shown in Table 3-1. These measures will allow informed service improvement decisions to be made by METRO and their Board. The program comprehensively covers the goals and objectives of the agency. The criteria selected for these measures was set to be both manageable to obtain and stringent enough to identify where improvement/changes need to occur.

The suggested performance monitoring program contains a mixture of qualitative and quantitative measures. Quantitative measures are relatively easy to monitor and evaluate once the necessary data is collected. Qualitative measures are more difficult to collect and evaluate and often time take more resources. These measures focus on satisfaction ratings with customers and employees and communication with the local communities.

Recognizing that METRO operates different types of service to meet different needs and users, some of the performance measures were developed in recognition of the various types of fixed route services offered by

METRO. This was done to allow performance comparisons to be completed for routes of similar characteristics and purposes. These categories of fixed-route services include:

- Rural (6 Routes)
- Local/Feeder (17 Routes)
- Intercity (8 Routes)
- University of California at Santa Cruz (7 Routes)
- Regional (1 Route)

The majority of the performance measures can be collected and calculated with the current resources and technology. However, WSA recommends establishing annual surveying efforts for passengers, and the community to collect important information from these sources. These surveys would allow METRO the opportunity to gauge their performance through their riders and non riders and develop strategies to improve upon any viewed deficiencies. Financial constraints would limit these to annual systemwide surveys but comment cards and other forms of customer feedback should be encouraged and reviewed by staff as it is generated.

GIS (geographic information systems) data is also assumed to be available to METRO and the in-house tool (ArcView ArcGIS 9.0 or later) is assumed to be in use prior to starting the monitoring process. Many of the community measures depend upon the integration of the transit's spatial network and the demographic information obtained from the US Census Bureau and other local and regional surveys.

Testing and Monitoring Process

The success of the performance monitoring program will be largely based on METRO ability to perform the following three tasks:

- Collect the needed data
- Analyze the data
- Report the data

These tasks were taken into consideration during the development process of the performance measures but METRO should run a pilot program to test the staff's ability to complete these tasks. If these tasks are found to be unfeasible to complete for any of the performance measurements, the suggested measurement should be revised or a replacement measurement should be pursued. Future technological investments by METRO could also reduce staff time and resources currently needed to collect certain pieces of information and these advancements need to be recognized and utilized.

The performance standard suggested for each performance measurement needs to be calibrated to best meet the needs of METRO. The suggested performance standards were based on FY 2006-2007 averages for each service type and historic performance data. These numbers may be skewed due to abnormal events that occurred during these time periods or abnormal economic conditions. Forecasting transit activity is a difficult venture so METRO must monitor its current performance and its performance standards program to ensure the standards are set and adjusted as needed to meet the goals of the agency.

General Planning Process

The Goals, Objectives and Standards program suggested in this chapter of the SRTP should be accompanied by a formal planning process to ensure it is being utilized to its fullest potentials. Over time, METRO should use this process to transition from reactive planning to a more of a prescribed and proactive internal planning process that identifies service opportunities to add, delete or change services in conjunction with the established performance standards and priorities. The recommendation also includes the development of a position of Planning Manager/Director to guide and lead overall planning and service design efforts, to ensure consistency and leadership from an overall management perspective and to ensure high level oversight of the processes.

Currently, service changes and recommendations are received by METRO staff through three primary sources:

- The general public (through comment cards or email);
- Bus drivers; and
- METRO staff.

These changes are collected by various METRO staff and screened to determine those that should move forward for further consideration. These suggested changes are then reviewed at the monthly meetings of the Service Planning and Review Committee (SPARC). This committee is composed of METRO Planning staff, METRO Operations Staff and representatives from the bus drivers' union. Final recommendations generated at these meetings are presented to the METRO Board for approval before reaching the implementation stages.

The SRTP recommendation is to provide structure and formalize planning and service performance monitoring to effectively and efficiently meet the needs of the agency and its users. Service improvements or changes should be made based on community needs as well as service performance. The Planning Manager/Director would have as his or her responsibility monitoring service performance, developing service performance reports that are prepared at regular intervals for the General Manager, Deputy and the METRO Board, so that they have the tools they need to make service decisions based on established priorities.

To support performance monitoring program, planning staff will be responsible for collecting and entering all inputs needed to keep the all routes in the system monitored. A regular schedule for data collection and inputs should be developed and followed consistently. Specific recommendations to modify the input process, the goals/objectives/standards criteria and associated service modifications would also be the responsibility of the Planning Manager/Director, but would logically coincide with the budgeting process timelines.

It is intended that as recommendations for service changes are merited, the process of bringing these recommendations to the existing SPARC Committee or another recommended process should continue.

Table 3- 1: Performance Measures

Goal	Objective	Measure Category	Measure	Description	Categories	Current Performance	Suggested Target Performance	Reporting Frequency	Data Collection Method	Data Analysis Method	
						Average or average (low-high)					
1. METRO shall provide a family of services that connects key activity centers provides transportation alternatives to those that lack other options, and allows for system expansion to serve new markets and opportunities.	1.1 Develop a core group of services that connect key activity points	Availability	Span of service	Total hours service is provided - have service available during times when it is appropriate	Core services	Varies by type	18 hours	Annual	Hastus	Excel	
		Availability	Frequency	Minimum appropriate headway	Core services	Varies by type	15, 30, 60	Annual	Hastus	Excel	
		Capacity	Seat Capacity	Seats available	Core services	Varies by type	Standees measure	Annual	Ride Check Results	Excel	
		Travel Time	Transit-Auto Travel Time	Transit trip not to exceed 150% of same trip by automobile	Core services	Not Yet Collected	90%	Quarterly	Hastus	Excel	
		Availability	Service coverage	Service available at key activity centers (key activity centers to be further defined)	Core services	Not Yet Collected	100%	Annual	County or Local Planning Depts	GIS	
	1.2 To the maximum extent possible ensure that services are available to transportation disadvantaged	Community	Service coverage		% of the total population within walking distance (1/4 mile of a transit stop[1])	Systemwide	88%	90%	Annual	Census and/or AMBAG	GIS/Excel
		Intercity	Varies	(30) 60 \ 60*							
		Local / Feeder	Varies	(30) 60 \ 60*							
		UCSC	Varies	(15) 15 \ 60*							
		HWY 17	Varies	(30) 60 \ 60*							
		Service Delivery	Span of Service	Total hours service is operated	Rural	Varies	6 hours (allocated to peak periods)				
					Intercity	Varies	14 hours				
					Local / Feeder	Varies	14 hours				
					UCSC	Varies	18 hours				
HWY 17	Varies				16 hours						
1.3 Consider the impact on core services and transportation disadvantaged as requests for new services are studied	Community	Service Equity	Equitable distribution of costs and benefits from investments in transit – cost per additional riders	Systemwide	Not Yet Collected	?	Annual	Existing Ride Check	Excel		

Goal	Objective	Measure Category	Measure	Description	Categories	Current Performance Average or average (low-high)	Suggested Target Performance	Reporting Frequency	Data Collection Method	Data Analysis Method
2. METRO shall provide a safe, reliable, accessible and attractive means of transportation to the residents of Santa Cruz County.	2.1 Ensure that services are operated in a manner to maximize safety, to the riders, the public and the operators	Safety and Security	Accident rate	# of accident per service mile	Systemwide	0.48 accidents per 100,000 miles	< 1 accident per 100,000 miles	Quarterly	Operations Data?	Excel
	2.2 Operate service in a manner that will maximize reliability of transit services	Service Delivery	On-time performance	% of transit vehicles departing at a scheduled timepoint	Systemwide	Varies	90% of timepoints within 5 minutes of schedule, 0% early departures - systemwide	Annual	Ride Check Results	Excel
		Service Delivery	Run time ratio	(Ratio of observed running time to scheduled running time)*100	Systemwide	Not Yet Collected	Between 90-110 – systemwide	Annual	Ride Check Results and Headways	Excel
		Service Delivery	Compliant rate	Number of passenger complaints	Systemwide	METRO To Provide	≤ 1 per 1,000 service hours – systemwide	Quarterly	Customer Service?	Excel
		Service Delivery	Missed trips	Trips removed from the daily schedule due to mechanical breakdown or driver absences	Systemwide	METRO To Provide	≤ 0.5% - systemwide	Quarterly	Hastus?	Excel
		Maintenance and Construction	Spare ratio	% of fleet available to substitute for other vehicles	Systemwide	METRO To Provide	≥ 20%	Annual	Operations Data?	Excel
	2.3 Consider service potential within one-half mile of residential areas	Availability	Service coverage	% of the total population within walking distance (1/4 mile of a transit stop[2])	Systemwide	88%	90%	Annual	Census and/or AMBAG	GIS/Excel

Goal	Objective	Measure Category	Measure	Description	Categories	Current Performance Average or average (low-high)	Suggested Target Performance	Reporting Frequency	Data Collection Method	Data Analysis Method
<p>3. METRO shall work cooperatively with the communities and residents or Santa Cruz County to develop the best possible transit service within the limitations of their resources.</p>	<p>3.1 Develop an ongoing planning process with key agencies and organizations within Santa Cruz County and the region.</p>	<p>Community Measures</p>	<p>Communications</p>	<p>How well transit agencies are able work with key agencies and local communities</p>	<p>Systemwide</p>	<p>Not Yet Collected</p>	<p>80% or average above 4.0</p>	<p>Annual</p>	<p>Annual Community Survey</p>	<p>Excel</p>
	<p>3.2 Operate the agency in a manner that will encourage public input and participation</p>	<p>Community Measures</p>	<p>Communication</p>	<p>% of community responding as satisfied or very satisfied on community survey</p>	<p>Systemwide</p>	<p>Not Yet Collected</p>	<p>80% or average above 4.0</p>	<p>Annual</p>	<p>Annual Community Survey</p>	<p>Excel</p>
	<p>3.3 Ensure high levels of customer satisfaction</p>	<p>Service Delivery</p>	<p>Customer satisfaction</p>	<p>% of customer responding as satisfied or very satisfied on questionnaire</p>	<p>Systemwide</p>	<p>Not Yet Collected</p>	<p>80% or average above 4.0</p>	<p>Annual</p>	<p>Annual Customer Survey</p>	<p>Excel</p>

Goal	Objective	Measure Category	Measure	Description	Categories	Current Performance	Suggested Target Performance	Reporting Frequency	Data Collection Method	Data Analysis Method
						Average or average (low-high)				
4. METRO shall consistently work to improve its operating efficiency and service delivery performance.	4.1 Operate service in a manner that will maximize system productivity	Economic	Ridership	Average weekday ridership	Rural	403	Previous year's month total * [1 + (annual County population growth)]	Monthly	Fare Revenues	Excel
					Intercity	2,385				
					Local / Feeder	6,831				
					UCSC	8,027				
					HWY 17	713				
			Productivity	Passengers per revenue hour	Rural	16.44 (11.91-24.38)	≥ 15.0	Monthly	Operations Data	Excel
					Intercity	25.79 (19.16-32.28)	≥ 20.0			
					Local / Feeder	19.16 (7.17-51.54)	≥ 10.0			
					UCSC	58.54 (43.55-70.30)	≥ 50.0			
					HWY 17	12.79	≥ 10.0			
	Productivity	Passengers per service ² mile	Rural	0.50 (0.34-0.70)	≥ 0.5	Monthly	Operations Data	Excel		
			Intercity	1.40 (0.69-2.35)	≥ 1.5					
			Local / Feeder	1.31 (0.30-5.23)	≥ 0.5					
			UCSC	5.22 (0.60-12.48)	≥ 5.0					
			HWY 17	0.52	≥ 0.5					
	4.2 Operate service in a manner that will maximize system efficiency	Economic	Cost efficiency	Cost per service mile (\$)	Rural	\$7.17 (\$3.88-\$13.99)	≤ \$10	Monthly	Operations Data	Excel
					Intercity	\$8.82 (\$4.92-\$12.52)	≤ \$10			
					Local / Feeder	\$10.14 (\$3.38-\$25.30)	≤ \$10			
					UCSC	\$15.54 (\$2.27-\$46.74)	≤ \$20			
					HWY 17	\$4.84	≤ \$5			
		Cost effectiveness	Operating ratio (farebox recovery)	Rural	7.96% (4.06%-12.21%)	≥ 5%	Monthly	Operations Data	Excel	
				Intercity	16.10% (12.25%-20.54%)	≥ 15%				
				Local / Feeder	9.52% (1.68%-18.27%)	≥ 10%				
				UCSC	33.48% (25.17%-39.93%)	≥ 30%				
HWY 17				23.48%	≥ 25%					
Employee efficiency	Paid to platform ratio	Systemwide	88.28%	≥ 90%	Quarterly	Hastus?	Excel			
		Economic	Cost effectiveness	Subsidy per passenger (\$)	Rural	\$13.23 (\$7.87-\$20.62)	≤ \$15	Monthly	Operations Data	Excel
					Intercity	\$5.57 (\$4.06-\$7.55)	≤ \$5			
					Local / Feeder	\$9.92 (\$3.15-\$22.09)	≤ \$10			
					UCSC	\$1.97 (\$1.41-\$2.83)	≤ \$2			
HWY 17	\$7.17	≤ \$10								

Summary

The suggested performance monitor process will give METRO the opportunity to be proactive in their planning practices and identify service issues or service needs as early as possible. Current staff resources and technology investments allow planning operations to focus primarily on problems once they surface, rather than identifying them earlier on in their development. The lack of Automatic Vehicle Locator (AVL) devices and Automatic Passenger Counters (APC) on service vehicles also limit the amount of real-time data that the Planning staff have access to, further limiting their abilities.

Recent investments in GIS and the ATP module (allowing run-time calibration to occur) for Hastus will aid in the data collection and analysis tools needed to develop the monitoring program. Additional staffing resources would also greatly increase the frequency and precision of the monitoring and reporting process. As these resources continue to increase, METRO will be able to implement an active and responsive reporting and monitoring system that will give METRO staff and its Board members valuable information needed to assess necessary actions needed to improve their transit system for the residents of Santa Cruz County.

CHAPTER 4: SYSTEM EVALUATION / CURRENT PERFORMANCE

Evaluation of METRO's fixed route services was completed systemwide and route by route. The systemwide assessment is useful to determine trends in the overall transit market for Santa Cruz County. The route by route evaluation provides a more detailed assessment of how the individual routes are doing compared to the overall system, and compared to peer routes that fall within the same METRO service category. Table 4-1 shows METRO's systemwide performance from FY 2003-04 to FY 2006-07.

Table 4- 1: Systemwide Performance Summary

	FY 2003-04	FY 2004-05	FY 2005-06*	FY 2006-07	Total Change (03/04-06/07)
Fare Revenues	\$ 6,697,702	\$ 7,141,807	\$ 6,301,904	\$ 7,730,498	\$ 1,032,796
<i>year previous % change</i>		6.63%	-11.76%	22.67%	15.42%
Operating Cost	\$ 30,608,074	\$ 32,316,524	\$ 33,310,816	\$ 36,875,628	\$ 6,267,554
<i>year previous % change</i>		5.58%	3.08%	10.70%	20.48%
Revenue Miles of Operation	3,775,849	3,286,376	2,875,196	3,249,061	(526,788)
<i>year previous % change</i>		-12.96%	-12.51%	13.00%	-13.95%
Revenue Hours of Operation	248,361	216,531	194,306	221,188	(27,173)
<i>year previous % change</i>		-12.82%	-10.26%	13.83%	-10.94%
Total Passengers Carried	5,962,173	5,596,884	4,769,437	5,605,317	(356,856)
<i>year previous % change</i>		-6.13%	-14.78%	17.53%	-5.99%
Farebox Recovery Ratio	0.22	0.22	0.19	0.21	(0.01)
<i>year previous % change</i>		0.99%	-14.39%	10.81%	-4.20%
Average Fare/Passenger	\$ 1.12	\$ 1.28	\$ 1.32	\$ 1.38	\$ 0.26
<i>year previous % change</i>		13.59%	3.55%	4.38%	22.77%
Passengers Carried / Revenue Hour	24.01	25.85	24.55	25.34	1.34
<i>year previous % change</i>		7.67%	-5.04%	3.24%	5.56%
Passengers Carried / Revenue Mile	1.58	1.70	1.66	1.73	0.15
<i>year previous % change</i>		7.85%	-2.60%	4.00%	9.26%
Operating Cost / Passenger	\$ 5.13	\$ 5.77	\$ 6.98	\$ 6.58	\$ 1.44
<i>year previous % change</i>		12.47%	20.96%	-5.81%	28.15%
Subsidy Cost / Passenger	\$ 4.01	\$ 4.50	\$ 5.66	\$ 5.20	\$ 1.19
<i>year previous % change</i>		12.16%	25.90%	-8.18%	29.65%
Operating Cost / Service Hour	123.24	149.25	171.43	166.72	\$ 43.48
<i>year previous % change</i>		21.10%	14.87%	-2.75%	35.28%

* does not include the month of October 2005 due to a strike that lasted the duration of the month

From 2003 to 2007, there has been a general increase in fare revenues and total operating cost, while ridership and revenue miles and hours of operation have declined. Compared to the year prior, operation hours, miles, and ridership in FY 2006-07 have increased, despite a downward trend during previous years. However, it should be noted that this may be a result of the strike in 2005, and compared to the year before (FY 2004-05), these numbers were relatively similar.

Among the most significant changes from 2003 to 2007 were operating costs per passenger and per service hour, and subsidy cost per passenger. These costs did, however, decline slightly in FY 2006-07 from the previous year, despite an earlier upward trend. Over the four year period, there were also relatively smaller

gains in passengers per revenue hour and mile, both of which declined slightly in FY 2005-06 but returned back up to previous levels the following year.

Average fare per passenger has increased rather steadily over the past four years. This increase is also reflected in the overall increase in total fare revenues and decline in total ridership. On the other hand, the farebox recovery ratio has declined slightly over the four year period, though it has fluctuated rather significantly. The drop in farebox recovery in FY 2005-06 could be partly due to the strike in October, when fare revenues also declined considerably while operating costs continued to increase.

The route by route assessment is presented in Table 4-2 and Table 4-3 and Figures 4-1 to 4-5. Table 4-2 shows route by route performance, summarizing operating costs, ridership, and revenues. In earlier sections of the report there was a discussion regarding the different types of routes which METRO operates, by category. One reason this was done is to recognize that different types of services perform at different bases. Therefore the expectation for route performance should be different for routes as they are distinguished by category.

In terms of route categories, the UCSC routes have the highest farebox recovery and passengers, and the lowest per passenger operating costs. The regional route also has a very high farebox recovery, but, as it is mainly used for longer distance travel, it carries a relatively lower number of passengers per mile and per hour, as would be expected. The rural routes are generally the lower performing routes, as they serve smaller markets and span longer distances while maintaining regular fares. These routes thus have lower farebox recovery rates and provide greater subsidies per passenger. A number of local/feeder services also have relatively lower performance in terms of passengers per hour and per mile. These tend to be the limited or special service routes.

A route by route ridership summary is shown in Table 4-3. Total annual and average weekday ridership is highest among the UCSC routes, which, not surprisingly, carry the highest percentage of UCSC riders. These annual ridership numbers are also high despite the fact that many of these routes are operated only during the school term. The intercity routes also have high ridership levels, and they also carry the highest percentage of weekend trips. A handful of rural, intercity, and local/feeder routes carry a higher than average percentage of UCSC trips. This indicates that these may be the main transit services used by UCSC students and faculty traveling to and from places further away from campus.

The intercity routes, followed by local/feeder routes, tend to serve a higher percentage of Cabrillo riders. This includes Route 70, an intercity route, which is a service specific to Cabrillo College. These two types of routes also carry a large number of wheelchair riders, possibly indicating a more transit-dependent population that exists around those service areas. Relatively high numbers of wheelchair passengers are notable on a handful of local/feeder routes, particularly Routes 53 and 88. This may have significant implications for the operations of these routes and the types of vehicles used, which can influence boarding/alighting delays and capacity.

In terms of average weekday ridership, UCSC and intercity routes are again shown to be among the highest. All UCSC routes are near the highest in terms of ridership and farebox recovery and among the lowest in subsidies per passenger. A number of intercity and local/feeder routes rank relatively high in these criteria as well, namely intercity routes 69, 69A, and 69W and local/feeder routes 66 and 68.

The suggested performance targets for the quantitative performance monitoring program were developed using averages calibrated based on the FY 2006-07 data. Reviewing each route to the averages for each category is an approach which METRO staff can utilize regularly to monitor route performance on a regular basis. These standards were calibrated based on current system performance and service goals.

Table 4- 2: Route by Route Performance Summary (FY 2006-2007)

Route	Estimated Operational Cost	Estimated Fare Revenues	Farebox Recovery	Passengers Per Hour	Passengers Per Mile	Operating Cost Per Passenger	Subsidy Per Passenger
Rural							
33*	\$ 40,492	\$ 4,949	12.22%	25.09	1.17	\$ 8.03	\$ 7.05
34*	\$ 30,814	\$ 2,312	7.50%	12.38	0.82	\$ 16.27	\$ 15.05
40	\$ 240,315	\$ 25,178	10.48%	17.31	0.64	\$ 11.63	\$ 10.41
41	\$ 307,808	\$ 22,171	7.20%	12.25	0.51	\$ 16.43	\$ 15.25
42	\$ 303,015	\$ 17,028	5.62%	9.48	0.34	\$ 21.24	\$ 20.04
72	\$ 645,300	\$ 60,138	9.32%	15.14	0.73	\$ 13.30	\$ 12.06
Average	\$ 258,077	\$ 20,651	8.00%	13.31	0.58	\$ 15.13	\$ 13.92
Local / Feeder							
3	\$ 417,770	\$ 38,214	9.15%	17.43	1.26	\$ 11.55	\$ 10.50
4	\$ 372,101	\$ 48,113	12.93%	29.73	2.59	\$ 6.77	\$ 5.90
7	\$ 236,818	\$ 14,569	6.15%	12.88	1.15	\$ 15.63	\$ 14.67
9	\$ 58,355	\$ 5,227	8.96%	15.42	0.82	\$ 13.05	\$ 11.89
31	\$ 280,763	\$ 24,558	8.75%	15.08	0.78	\$ 13.35	\$ 12.18
32	\$ 105,127	\$ 5,718	5.44%	9.40	0.55	\$ 21.42	\$ 20.25
53	\$ 206,215	\$ 10,830	5.25%	9.82	0.69	\$ 20.50	\$ 19.42
54	\$ 286,925	\$ 10,398	3.62%	6.66	0.39	\$ 30.24	\$ 29.14
55	\$ 465,162	\$ 44,520	9.57%	17.97	1.22	\$ 11.20	\$ 10.13
56	\$ 235,956	\$ 14,339	6.08%	11.61	0.51	\$ 17.35	\$ 16.30
66	\$ 1,360,641	\$ 221,015	16.24%	28.90	2.49	\$ 6.97	\$ 5.84
68	\$ 1,001,057	\$ 138,636	13.85%	25.03	2.11	\$ 8.05	\$ 6.93
68N	\$ 261,543	\$ 31,934	12.21%	21.43	1.46	\$ 9.40	\$ 8.25
74	\$ 474,018	\$ 42,441	8.95%	14.37	0.83	\$ 14.02	\$ 12.76
75	\$ 957,828	\$ 119,688	12.50%	20.07	1.21	\$ 10.03	\$ 8.78
79	\$ 232,557	\$ 27,900	12.00%	20.04	1.18	\$ 10.05	\$ 8.84
88****	\$ 80,017	\$ 1,310	1.64%	50.33	5.04	\$ 4.00	\$ 3.94
Average	\$ 413,697	\$ 47,024	11.37%	20.94	1.45	\$ 9.62	\$ 8.52
Intercity							
35/35A*	\$ 4,604,742	\$ 538,723	11.70%	20.60	1.03	\$ 9.78	\$ 8.63
69	\$ 780,797	\$ 143,682	18.40%	33.45	3.09	\$ 6.02	\$ 4.91
69A	\$ 1,894,821	\$ 329,778	17.40%	30.01	1.62	\$ 6.71	\$ 5.54
69W	\$ 1,908,385	\$ 357,876	18.75%	32.51	1.82	\$ 6.19	\$ 5.03
69N	\$ 334,402	\$ 36,595	10.94%	19.71	1.58	\$ 10.21	\$ 9.10
70***	\$ 408,887	\$ 61,385	15.01%	27.83	2.29	\$ 7.23	\$ 6.15
71	\$ 6,753,746	\$ 984,114	14.57%	24.92	1.42	\$ 8.08	\$ 6.90
91	\$ 554,206	\$ 72,376	13.06%	22.25	0.91	\$ 9.05	\$ 7.87
Average	\$ 2,154,998	\$ 315,566	14.64%	25.43	1.41	\$ 7.92	\$ 6.76
UCSC							
10	\$ 1,020,981	\$ 333,277	32.64%	60.26	4.86	\$ 3.34	\$ 2.25
12A**	\$ 30,990	\$ 10,207	32.94%	61.12	4.21	\$ 3.29	\$ 2.21
13**	\$ 306,634	\$ 125,108	40.80%	75.59	6.45	\$ 2.66	\$ 1.58
15**	\$ 1,084,938	\$ 409,374	37.73%	69.87	5.97	\$ 2.88	\$ 1.79
16**	\$ 2,733,850	\$ 991,669	36.27%	66.67	5.37	\$ 3.02	\$ 1.92
19**	\$ 961,247	\$ 295,106	30.70%	56.71	4.20	\$ 3.55	\$ 2.46
20**	\$ 1,242,002	\$ 250,675	20.18%	37.29	2.46	\$ 5.40	\$ 4.31
Average	\$ 1,054,377	\$ 345,060	32.73%	60.36	4.68	\$ 3.34	\$ 2.24
Regional							
17	\$ 3,415,613	\$ 1,732,587	50.73%	14.42	0.47	\$ 13.96	\$ 6.88
Total	\$ 36,875,628	\$ 7,616,502	20.65%	29.95	1.69	\$ 6.72	\$ 5.33

* Some or all Trips Operated During San Lorenzo Valley School Term Only

** Some or all Trips Operated During UCSC School Term Only

*** All Trips Operate Only During Cabrillo College School Term

**** Service Operates Mid-November Through Mid-April Only

Table 4- 3: Route by Route Ridership Summary (FY 2006-2007)

Route	Annual Ridership 2006-2007	Average Weekday Ridership	% of Total Trips During Weekday	% of Total Trips by UCSC Riders	% of Total Trips by Cabrillo Riders	Bikes per 1,000 Riders	Wheelchairs per 1,000 Riders
Rural							
33*	5,045	29	100.0%	0.4%	0.4%	2	0.2
34*	1,894	11	100.0%	0.3%	1.0%	4	0.0
40	20,659	68	82.6%	3.9%	1.1%	42	0.4
41	18,731	70	93.6%	17.3%	4.4%	84	0.5
42	14,268	41	71.7%	13.7%	3.5%	120	1.2
72	48,509	192	100.0%	1.2%	4.0%	18	4.5
Average	17,061	59	84.0%	5.7%	3.0%	43.6	3.3
Local / Feeder							
3	36,161	143	100.0%	20.2%	4.8%	45	5.0
4	54,943	218	100.0%	6.6%	2.2%	19	13.8
7	15,149	60	100.0%	6.9%	5.1%	11	5.8
9	4,470	18	100.0%	10.1%	1.0%	7	1.1
31	21,031	83	100.0%	6.9%	2.5%	44	4.3
32	4,909	19	100.0%	5.9%	2.9%	44	4.9
53	10,059	40	100.0%	2.1%	3.7%	15	35.1
54	9,489	11	30.1%	2.3%	10.4%	37	13.4
55	41,519	155	94.1%	1.5%	30.6%	22	17.2
56	13,599	54	100.0%	1.1%	24.2%	31	24.5
66	195,265	587	75.8%	11.4%	3.3%	26	7.6
68	124,429	383	78.1%	14.4%	3.2%	24	6.6
74	27,837	81	73.4%	17.7%	3.8%	41	3.8
75	33,819	134	100.0%	0.9%	2.5%	8	6.0
79	95,461	266	70.3%	1.1%	2.7%	16	5.5
88****	23,141	92	100.0%	1.8%	5.0%	8	39.4
Average	43,017	146	83.0%	8.5%	5.2%	23.3	9.2
Intercity							
35/35A*	471,055	1,508	80.7%	3.4%	2.6%	39	1.3
69	129,690	502	97.5%	14.8%	3.1%	31	7.0
69A	282,370	825	73.6%	7.0%	2.5%	31	9.2
69W	308,098	938	76.7%	7.3%	9.8%	32	7.8
69N	32,738	130	100.0%	16.8%	9.0%	50	8.7
70***	56,516	270	100.0%	4.9%	33.5%	36	6.9
71	835,778	2,620	79.0%	4.8%	10.0%	38	5.6
91	61,244	230	94.7%	5.7%	13.8%	49	2.1
Average	272,186	878	80.7%	5.9%	7.7%	36.5	5.5
UCSC							
10	305,527	1,091	90.0%	90.2%	0.5%	27	0.9
12A**	9,406	52	93.2%	94.5%	0.3%	30	0.1
13**	115,115	677	100.0%	94.4%	0.3%	19	0.2
15**	376,444	2,214	100.0%	93.8%	0.5%	24	0.4
16**	905,191	2,877	80.1%	90.1%	0.5%	26	0.4
19**	270,730	938	87.3%	88.8%	0.6%	25	0.4
20**	230,030	780	85.4%	83.7%	1.0%	26	0.4
Average	316,063	1,233	87.4%	90.2%	0.6%	25.4	0.5
Regional							
17	244,618	817	84.2%	0.4%	0.6%	58	1.9
Total	5,485,258	19,368	83.9%	40.0%	4.1%	31.4	3.7

* Some or all Trips Operated During San Lorenzo Valley School Term Only

** Some or all Trips Operated During UCSC School Term Only

*** All Trips Operate Only During Cabrillo College School Term

**** Service Operates Mid-November Through Mid-April Only

METRO's current performance summary highlights the strengths and weaknesses in terms of transit markets within the County. Three types of routes stand out above the rest in terms of ridership, farebox recovery and operational efficiency. These include UCSC routes, intercity routes (Watsonville-Santa Cruz and Scotts Valley to Santa Cruz) and the Highway 17 Express regional route. While these 16 routes only comprise 40% of the total routes, their service accounts for 84% of all riders and 87% of all revenue. The local and rural services while not operating as productively as the other categories assist METRO in meeting other goals such as coverage and connectivity.

The outreach results identify some significant hurdles that METRO can address in its continuing efforts to improving transit service. Improving on-time performance, increasing frequency and adapting service and communications to its contrasting populations and riders will improve the transit experience for its current riders and help capture new or "choice riders" within the County.

The benefit of METRO having in place a performance monitoring program is that it can provide information to decision makers so they can make informed decisions regarding how dollars for services can be best used to meet local priorities. The system evaluation findings and information learned from the background reports and community involvement discussions suggest an opportunity for developing a new vision for transit services within Santa Cruz County.

This change would increase the visibility of public transportation within the transportation network and work to create an environment where transit is not secondary to the automobile. This vision would focus on creating high density service corridors within the County to meet those corridors with the highest demand for services. Ultimately these could be partnered with transit preferential operations and transit-supportive land use that would increase operational efficiency of the transit vehicles and increase the market share of transit. Local and rural service would be tailored to the geographic needs of each community in terms of frequency, span of service and vehicle type and allow connectivity to these transit corridors. The local services would provide geographic coverage to the broader community at levels which are commensurate with needs identified. The service plan suggested in the following chapter highlights the specific components of this transit service.

CHAPTER 5: SERVICE IMPROVEMENT PROGRAM

OVERVIEW

Based on the results and findings from the previous chapters, the focus of this chapter is to move forward with service improvement recommendations. Data used in the development of this program are taken from the reported FY 06-07 results.

COMMUNITY OUTREACH / COMMUNICATION

It would appear that future service improvements should be complemented with an increase in communication and outreach for existing and potential transit riders. This strategy should be flexible to reach the various markets of transit riders within Metro's service area. For example, the methods and techniques used to communicate with students at UCSC differ from those of passengers in Watsonville who make a daily commute to Santa Cruz. It is important to distinguish the various markets in the County and tailor communication and outreach to best serve their needs.

The results of the outreach conducted as part of the study recommends the following improvements:

- Upgrade METRO's website to increase usability and improve the image of the agency
- Print all marketing and reference material is both English and Spanish
- Distribute transit information by mail including schedules and service updates
- Consider deployment of bi-lingual drivers in areas of high Spanish-speaking riders

FIXED ROUTE SERVICE PLAN

METRO's current fixed route service has developed incrementally over the years, adding service when funds allowed and reducing service when resources were limited. This SRTP, to a large degree, is the first comprehensive look at how the fixed route service reached the point it is at today and allows an opportunity to assess what the best use of METRO's resources will be in the years to come.

Current Service Provided

Using the route classifications identified in Chapter 2, an analysis of service hours by route type was completed to show how service is currently being allocated between the various service areas. Table 5-1 contains hours of service by route classification and shows that Intercity Routes currently account for 47% of all service provided by METRO. Local service and UCSC services account for a combined 39% of service with rural and regional services composing the remaining 14%.

Table 5-1: Hours of Service (by Route Classification)

Classifications	Routes	Total Service Hours	
Rural	33, 34, 40, 41, 42, 72, 76	8,972	4.9%
Local/Feeder	3, 4, 7, 9, 31, 32, 53, 54, 55, 56, 66, 68, 68N, 74, 75, 79, 88	34,926	19.1%
Intercity	35, 35A, 69, 69A, 69W, 69N, 70, 71, 91	85,617	46.8%
UCSC	10, 12, 13, 15, 16, 19, 20	36,654	20.0%
Regional	17	16,963	9.3%
Total:		183,132	100%

An analysis of rural, local and intercity services shows the allocation of service within these areas. For rural services, the majority of hours are distributed between Bonny Doon/Davenport and Corralitos as shown in Table 5-2. Local service in the San Lorenzo Valley accounts for less than 5% as many hours as the other two rural markets and is also without weekend service.

Table 5-2: Service Hours of Rural Routes (by Service Area)

	Routes	Total	
San Lorenzo Valley	33, 34	354	3.9%
Bonny Doon/ Davenport	40, 41, 42	4,227	47.1%
Corralitos	72, 76	4,391	48.9%
Total:		8,972	100.0%

An analysis of local/feeder services shows 36% of all local service hours going toward Santa Cruz services, 25% toward the communities of Capitola/Live Oak and approximately 24% going to Watsonville. Scotts Valley/Graham Hill and Aptos/Rio Del Mar/La Selva Beach account for 5-10% each. Due to the interlining practices of METRO and the designation of UCSC routes in a separate category, these hours may be a bit misleading. Both Watsonville and Santa Cruz have additional local service provided by the intercity routes that have stops in each of the communities plus Santa Cruz has an additional 36,000 hours added in UCSC services. Although the UCSC service is operated based on the needs of the students and faculty and operates only during school terms, these hours alone are four times as many as either Capitola/Live Oak or Watsonville local service hours. Route 66's 6,757 hours, assigned to Santa Cruz local in the above analysis, could also be distributed between Santa Cruz and Capitola since both communities are served.

Table 5-3: Service Hours of Local Routes (by Service Area)

	Routes	Total	
Santa Cruz	3, 4, 7, 9, 66, 88	12,543	35.9%
Watsonville	74, 75, 79	8,266	23.7%
Scotts Valley/ Graham Hill	31, 32	1,916	5.5%
Capitola/Live Oak	53, 54, 68, 68N	8,719	25.0%
Aptos/Rio Del Mar/La Selva Beach	55, 56	3,482	10.0%
Total:		34,926	100.0%

Intercity service provides 73% of its hours to the Santa Cruz to Watsonville service and the remaining hours to the Santa Cruz to Scotts Valley service as shown in Table 5-4. The intercity routes category has the single highest number of hours apportioned to it. As noted earlier, many of these intercity services provide local/feeder services once they reach the local jurisdiction, however, which are included in the table below.

Table 5-4: Service Hours for Intercity Routes (by Service Area)

	Routes	Total	
Santa Cruz-Watsonville	69, 69A, 69W, 69N, 70, 71, 91	62,749	73.3%
Santa Cruz-Scotts Valley	35, 35A	22,868	26.7%
Total:		85,617	100.0%

Service Consumed

Table 5-5 below shows that METRO's budgeting of hours closely resembles the ridership distribution on the services. The exception here is the UCSC routes that proportionally have nearly twice the ridership as service hours than the local/feeder and rural routes where the opposite is true.

Table 5-5: Comparison of Service Hours to Ridership

Classifications*	Total Annual Service Hours		Annual Ridership	
Rural	8,972	4.9%	119,426	2.2%
Local/Feeder	34,926	19.1%	731,282	13.3%
Intercity	85,617	46.8%	2,177,489	39.7%
UCSC	36,654	20.0%	2,212,443	40.3%
Regional	16,963	9.3%	244,618	4.5%
Total	183,132	100%	5,485,258	100%

The UCSC routes are the strongest of the routes classifications in terms of ridership. This finding is highlighted in the tables found in Chapter 4. Two of the top three routes in terms of average weekday ridership are UCSC routes (Routes 15 and 16). Field observations and stakeholder discussions also revealed a fair number of pass-ups and standing loads on these UCSC routes.

Aside from the UCSC routes, two intercity routes connecting Santa Cruz to both Watsonville and Scotts Valley also show significant levels of ridership. Route 71 connecting Santa Cruz to Watsonville, is the second highest individual route in terms of ridership in the whole system. Route 35/35A is the fourth highest individual route in terms of ridership in the system and connects Santa Cruz and Scotts Valley.

Travel Patterns

To no surprise, the travel patterns observed from origin/destination survey results were concentrated along the key east/west (Highway 1) and north/south (Highway 17) travel corridors in the County. The east/west travel pattern between Santa Cruz on the west and Watsonville on the east traversed the Highway 1 corridor. Communities in between these two cities also contributed to the travel between these anchor cities. North/south travel is primarily concentrated along the Highway 17 corridor between Santa Cruz and Santa Clara County to the north.

Linked trips were further broken down by origin location and purpose for analysis. The origin-destination figures in Appendix D show transit trips with origin locations in Santa Cruz, Watsonville, Capitola, and Scotts Valley. Santa Cruz trips show a high percentage remaining local or to the UCSC campus. Origins appear to be concentrated north of Laurel Street and south of Highway 1 with the highest concentrations along the Soquel corridor. Most of the trips originating in Santa Cruz do not extend much past Capitola and Cabrillo College. The majority of trips are school based trips.

Trips originating in Watsonville show travel patterns that are more intercity than Santa Cruz, with high demand destinations in Capitola, Live Oak and Santa Cruz. Origin locations for these trips are concentrated near the Downtown Transit Center and along Main St. and Freedom Boulevard. Trip purposes for those trips originating in Watsonville are much more diverse than Santa Cruz, with significantly fewer school trips and higher percentages of work, shopping and medical trips.

The majority of Capitola trips originated at or near the Capitola Mall on 41st Street. These trips are linked primarily to either Santa Cruz or Watsonville, with a few trips going to Cabrillo College and north to Santa Clara County. Trip purposes were diverse and included a combination of school, work and shopping trips.

Scotts Valley showed the lowest number of total trips originating within its boundaries. Trip destinations were split between Santa Cruz and Santa Clara County. Nearly all trip purposes were school, work or medical trips.

Countywide, forty-five percent (45%) of all surveyed trips were school trips and thirty-six percent (36%) were completed for work purposes. Combining these two purposes represented over eighty percent (80%) of all responses in the on-board survey. Figures 5-1 and 5-2 break down school-based and work-based by origin location. Appendix D shows additional origin-destination plots from the on-board survey results.

School-based trips are concentrated primarily between Santa Cruz and Capitola, with noticeable activity between Watsonville and Santa Cruz. UCSC and Cabrillo College appear to anchor the destinations for this activity. Although the majority of UCSC trip origins are located in and around Downtown Santa Cruz, a significant number of trips represent a student body population that is living further away from campus in the communities of Live Oak and Capitola. Cabrillo trips also appear to have a strong attraction to Downtown Santa Cruz and portions of Live Oak and Capitola.

Figure 5-1: Home Based School Transit Trips

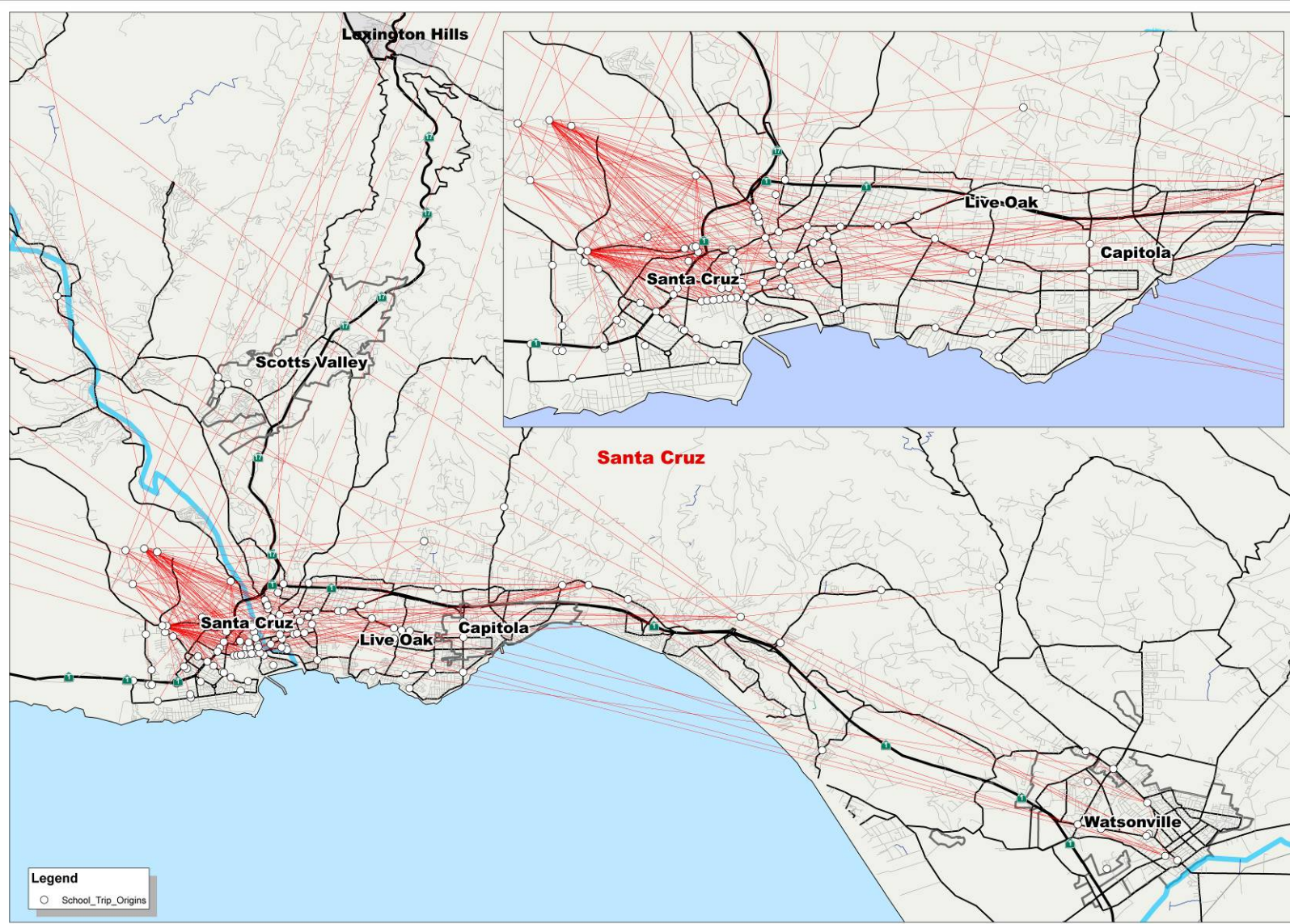
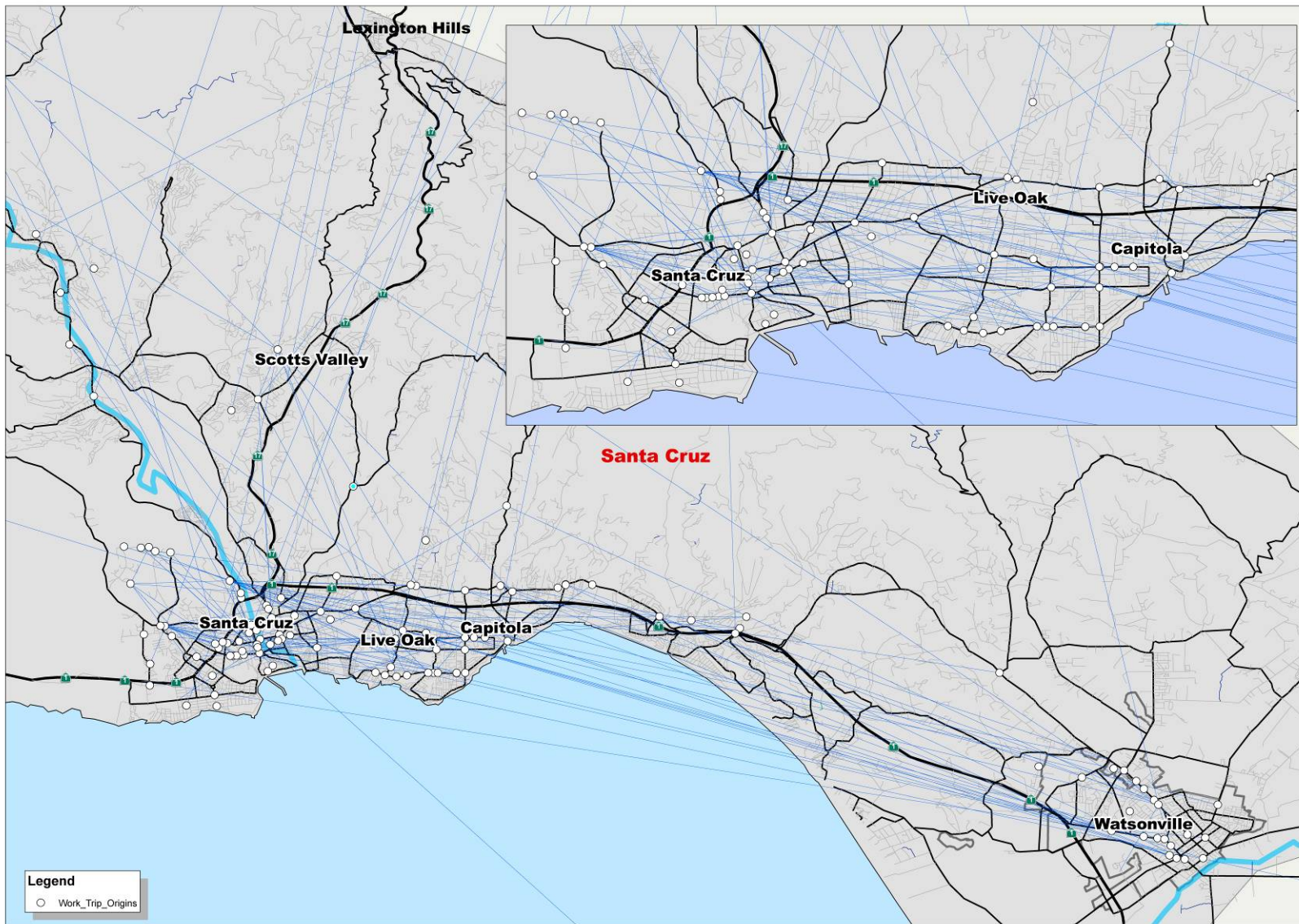


Figure 5-2: Home-Based Work Transit Trips



Work-based trips are much more dispersed than school-based trips. A significantly higher number of trips occur between the communities of Santa Cruz and Capitola/Live Oak and Watsonville and Capitola/Live Oak. Santa Clara County travel is also recorded all along the Highway 1 corridor into Watsonville.

Scheduling Practices

METRO relies on the HASTUS computer scheduling application to create block assignments and driver assignments. Nearly all service (except routes 17 and 71) are currently interlined, creating blocks with a mix of rural, intercity, UCSC and local routes. This process allows for the most efficient use of drivers' platform time based on the route cycles input to the system. While this process may create the most efficient use of driver resources, the rigidity of the system also creates little room for flexibility within the schedule. Small, incremental delays in drive times due to roadway congestion, high loading, etc. can lead to breakdowns with the scheduling process. For example, any delays in the Route 1 corridor could adversely impact local service in Watsonville, which would be the next service provided by that vehicle.

METRO has four different operating periods within its fiscal year where service can be modified and adjusted. Adjustment between these operating periods allows for additional service to be supplied during school terms and to meet the demand of seasonal tourist populations that visit Santa Cruz County. During each of these bid periods, drivers re-select runs composed of various block groups. Priority for run selection is based on seniority of the drivers.

This full service interlining practice was established in 2006 to allow the required number of driver break periods and when those were taken per the Industrial Welfare Commission (IWC). Previously there was less interlining and routes were more restricted to a certain geographic zone or market. This prior scheduling process typically resulted in retaining the same driver and bus in the same part of the County, operating the same type of route. This practice had the advantages of driver familiarity by his or her passengers and potentially made the buses less susceptible to regional traffic delays. The disadvantage was the general driver resource loss in efficiency, adding to overall operating costs of providing transit in the County.

While interlining may optimize agency resources allocated to service, the resulting performance and intuitiveness or understanding of the service can be compromised. As mentioned above, poor on-time performance can be linked to the rigidity of the scheduling which was highlighted as a major concern during nearly all outreach efforts. Thus, uncoupling the interlining practice to allow drivers and routes to operate the same type of daily service would improve on-time performance and allow operations planning to better gauge the estimates of route specific delay, even if this requires additional hours (and thus cost) to cushion the current service.

The uncoupling of service would also support the development of a more intuitive or understandable system for passengers. The current 69, 69A, 69W, 69N grouping and 35/35A services should be simplified into one route so passengers have less detail to filter through when planning their trips. The development of uniform headways which may support a memory schedule for passengers would be more feasible with the non-interlined routes which would also ease the use for passengers.

Service Structure

As discussed, the geography and topography of Santa Cruz County have created a development pattern that is concentrated along the Pacific Coast or Highway 1 corridor in the southern portion of the County. The Highway 17 corridor, linking Santa Cruz County to Santa Clara County to the north, is the other significant connection to growth and development. Transportation and thus transit service are also focused along these key settlement corridors.

The current service pattern operated by METRO is predominately a hub and spoke operations with the hub of activity focused around two primary transit centers in Downtown Santa Cruz and Downtown Watsonville

and two secondary transit centers in Capitola (Capitola Mall) and Scotts Valley (Cavallaro Transit Center). This configuration funnels most passengers through one of these facilities during some point of their trip. Heavy transfer activity is also experienced at these locations due to this structure.

The hub and spoke operation was developed when Downtown Santa Cruz was the hub for region in terms of population and employment. As the County has developed and expanded, the transit system has grown incrementally to meet the new needs of the new growth. Recent and future trends (see figures 2-2, 2-3 and 2-4) show Santa Cruz continuing to be the economic center in County, but show Watsonville as the major center for population and households. Santa Clara County also adds another major employment destination for those living in Santa Cruz County and offers lower cost housing options for those who work in Santa Cruz County.

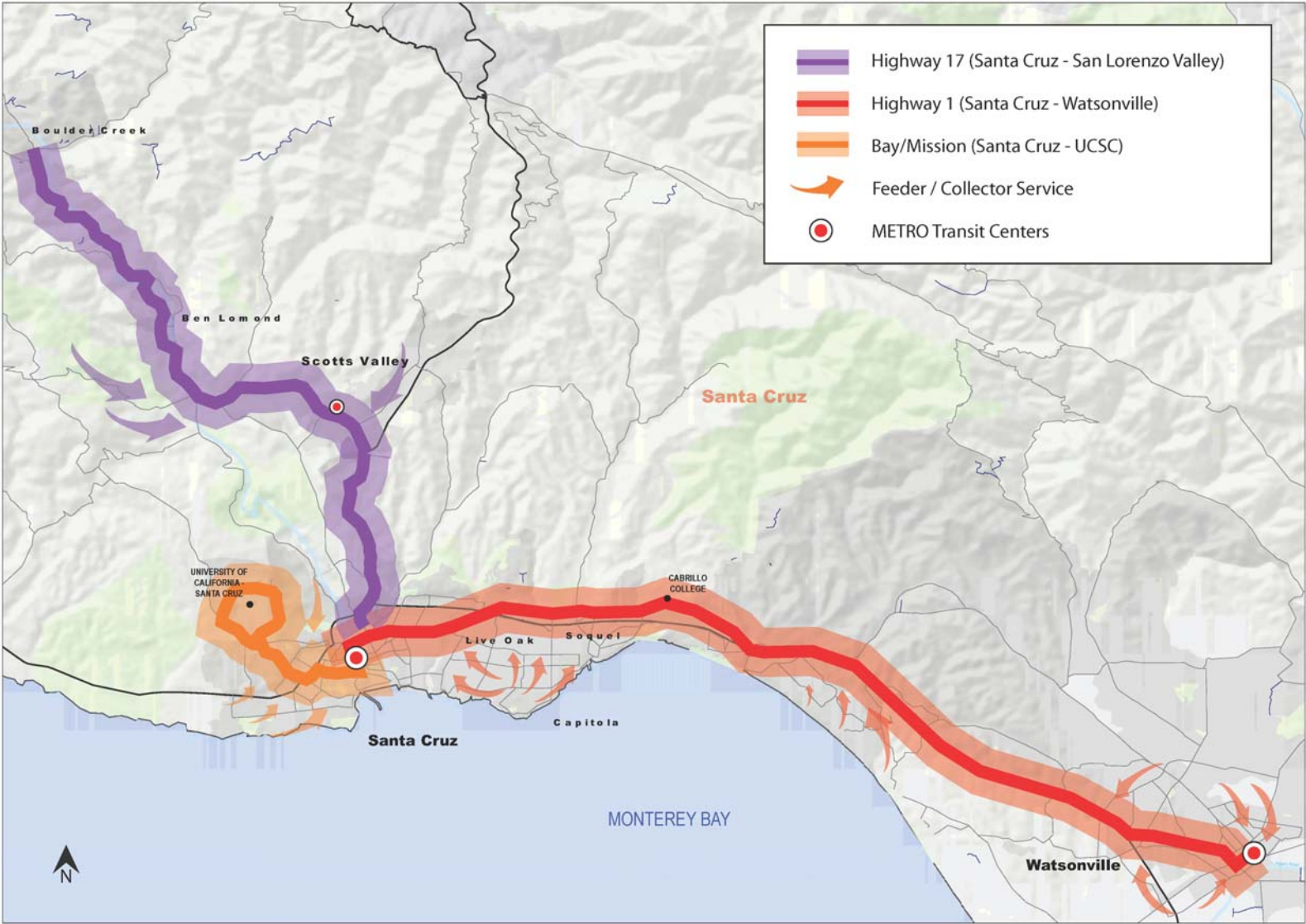
Growth patterns and the topography within the County have also shaped the development of the transit system. Transit-based activity centers are not centered around one central location such as a traditional Downtown employment center. In Santa Cruz County these activity centers are primarily schools and university, hospitals, major shopping centers and business parks which are dispersed among the developed urban areas. Physical barriers created by the ocean and hills and transportation corridors have resulted in a settlement pattern that straddles the Highway 1 corridor from Santa Cruz to Watsonville. The service plan needs to take these development patterns into consideration.

To adapt to this change occurring within and adjacent to Santa Cruz County, METRO should consider a new servicing planning concept that takes a more regional approach to providing transit while focusing on efficiency. This new approach would replace the current hub and spoke operations with a trunk and feeder service. The trunk and feeder concept would allow supply and demand of transit to be more closely matched, thus improving the overall efficiency of the system. This matching of supply and demand is completed by adjusting service levels to target demands within different corridors and areas and adjusting the vehicle types and operations to needs of that area.

A trunk and feeder service would provide the key linkages between the County's major activity hubs through high frequency, high capacity trunk line service. This trunk service would focus on moving high numbers of patrons between major regional centers in an effective and efficient manner. Complementing the trunk line service would be a series of feeder connections that would supply the public transportation needs of the individual community while providing connections to the regional trunk line service. While the trunk line focuses on high capacity and high frequency, the feeder service would focus on reliability and connectivity for its passengers. Vehicles used for this service would ultimately be appropriate for the community based on the infrastructure and the desires of the community. Stop locations would be convenient for the majority of residents in the communities and on-time performance would be stressed to ensure patrons will have confidence in the system and do not get stranded in areas where service is less frequent.

Figure 5-3 shows the basic structure of the trunk and feeder concept. The east/west trunk would run along the Highway 1/Soquel Ave Corridor while the north/south link would operate along Highway 17, Mt. Hermon Road and Highway 9. A third trunk service would operate from the Santa Cruz Metro Center to UCSC to meet the high ridership needs of the campus community. Feeder service would be supplied to the communities within the County along these corridors. Those communities not located along the trunk line corridor would be provided a lifeline transit service that falls under the "rural" classification of services.

Figure 5-3: Proposed Trunk and Feeder Concept Map



PROPOSED TRUNK AND FEEDER CONCEPT

Subsequent to the preparation of the Service Improvement Program economic conditions have substantially changed. In addition, several policy issues were raised by the Board as described in Chapter 7. The proposed service plan will be reviewed in a subsequent SRTP or planning study and would be phased into operation as resources allow and demographic changes occur. The following description of the plan contains the following proposed trunk lines and feeder services:

- Santa Cruz – Watsonville (Trunk Line)
- Santa Cruz – UCSC (Trunk Line)
- Santa Cruz – San Lorenzo Valley (Trunk Line)
- Santa Cruz Local (Feeder Service)
- Watsonville Local (Feeder Service)
- Scotts Valley/Graham Hill (Feeder Service)
- Capitola/Live Oak Local (Feeder Service)
- Aptos/Rio Del Mar/La Selva Beach (Feeder Service)

Santa Cruz - Watsonville (Trunk Line)

Overview

Santa Cruz to Watsonville accounts for a significant percentage of current ridership and service. With Watsonville anticipated to surpass Santa Cruz in total population by 2015, demands from this travel market are anticipated to increase. Infrastructure constraints along this corridor can be viewed as both opportunities and impediments for future METRO service. Impediments lie in the current congestion that is experienced along Highway 1 during the peak travel periods. This delay increases bus travel time and creates a high degree of variance that makes bus operations difficult to schedule, leading to poor on-time performances. Depending upon the future actions within the County, opportunities may exist to speed up bus operations and make transit a more desirable mode of travel for regional commuters. Even with the current operating conditions, a trunk line service across the County is necessary to provide a backbone of service connecting the County's major activity centers.

Routes 69, 69A, 69W, 69N, 71, and 91 serve the current Santa Cruz to Watsonville corridor. Route 91 is the express route offered only during peak periods that operates along the longest stretch of Highway 1 and has the least number of local stops and thus the lowest travel time between the Watsonville Transit Center and the Santa Cruz Metro Center – 31-50 minutes. Route 70 operates between Cabrillo College and Downtown Santa Cruz along the Soquel Avenue corridor. Route 69 operates between the Downtown Metro Center and Capitola Mall along Soquel Avenue and Capitola Road. Route 69N provides nighttime service between Cabrillo College, Capitola Mall and the Downtown Metro Center.

Scheduling

Current interlining practices have the 69, 69A, 69W, 69N, or 91 operating at least one run in 38 different blocks. The nature of these long routes and tight scheduling practices create plentiful opportunities for delay to occur during these trips. Often times these will be scheduled at the beginning or in the middle of the blocks, causing the coupled local routes to become delayed due to intercity route portion of the block.

Scheduling of the 71 is done differently within the HASTUS program. Rather than adding all of the route's runs to the pool of possibilities of other lines, the 71 has been interlined with itself with a number of blocks. This process assigns one bus to do only route 71 trips during the driver's shift.

Service Characteristics

These strong ridership routes have relatively high passengers per service hour and revenue hour. Trips on these routes are focused more on work and medical trips and less on school trips. UCSC and Cabrillo students make up only about 5% of the total ridership and bike and wheelchair passengers are relatively minimal.

Service Delivery

The Santa Cruz to Watsonville corridor is currently well served compared to other areas within the County. A trip between the Metro Center in Santa Cruz and the Watsonville Transit Center during the weekday can be made every 30 minutes on the 71 or 69A/69W routes which combine to offer four trips per hour. Frequencies of route 71 increase between 2 PM and 7 PM to 15 minute headways, creating six trips per hour between the two services during this time. These services start prior to 6 AM and run past midnight, delivering a span of service over 18 hours. Route 91 adds a few additional peak hour services along the corridor. Weekend service is provided every 30 minutes by the 71 and 69A/69W services between the hours of 6 AM and 11:30 PM. One AM trip from Watsonville Transit Center is offered on Route 91 during the weekend. Again, these staggered schedules create a near 15-minute frequency.

Restructuring

The trunk line service should have the highest levels of service of any of the routes in the system. While the current routes combine to offer a fairly high level of service along the corridor, the different deviations taken between the two transit centers and various sub-markets serviced by these routes requires significantly higher hours to be allocated to the corridor. The overall restructuring concept would create a frequent and direct service that would still allow a one-seat trip to occur for the majority of riders within this corridor.

The short-term routing modifications of this trunk line service should be a hybrid of the current Routes 71 and 91. From Santa Cruz Metro Center, the service would take Front Street and River Street to reach Water Street. Water Street would be taken to Soquel Avenue where the service would turn and follow Soquel Avenue to Dominican Hospital and Cabrillo College. The service would remain on Soquel Drive until State Park Drive where it would merge onto Highway 1 and continue until the Main Street exit in Watsonville. Service would follow Main Street to Rodriguez Street and the Watsonville Transit Center. Running time of this service is estimated to be around 70 minutes, with higher run times in the peak and lower times during the off-peak and weekend periods.

Currently, peak hour traffic creates travel speeds and travel times on the freeway that are similar to those on the adjacent arterial streets. Without the advantages of travel time savings, it is logical to operate transit along the arterial network in the corridor including Main Street, Soquel Avenue, and Water Street. If changes occur along this corridor that make bus operations more efficient along Highway 1, the service strategy should adapt to include longer portions of running way along the high capacity freeway.

The most significant change in service along this corridor will be the absence of a direct connection to the existing transit center at Capitola Mall. This $\frac{3}{4}$ mile deviation from Soquel Drive would add significant travel time between Watsonville and Santa Cruz, especially with the new retail development at Soquel Avenue and 41st Street. This increase in travel time and reduction of travel speed would compromise the goal of the trunk line system. Local or "feeder" services between Soquel Avenue and the Capitola Mall along 41st Street and Capitola Road would need to be added with the removal of these 69 routes. The new service should be frequent enough to adequately meet the demand of these transit riders.

Proposed Trunk Line Operation

Based on above operating conditions and service improvement goals, estimates to provide 10 minute peak/15 minute off-peak service and 15 minute night service during the weekday and 15 minute frequencies throughout the day on the weekends would require approximately 60,000 service hours. This assumes an 18 hour span of services during all days of the week. In 2007, Routes 69, 69A, 69W, 69N, 71, and 91 were allocated nearly 63,000 annual service hours, or 34% of the system total. Thus, there would be an additional 3,000 hours available following the implementation of the new trunk service.

In addition, gaps in local service, specifically in Capitola and the connection to the Capitola Mall would be created by the removal of these services. These gaps would either need to be replaced by modifying or extending Routes 53, 66 or 68 or adding new local shuttle service that would connect Water/Soquel, the Capitola Mall, and 41st/Soquel. A new service, operating on 30 minute headways would need an additional 10,000 hours. An extension of one of the existing services would vary but all services would have to be upgraded from their current 60-120 minute frequencies to 30 minute frequencies, resulting in significantly more hours of service.

Advantages of the trunk line service over the existing routes along this corridor would come from the more uniform scheduling of the service and anticipated reduced confusion experienced by the passenger. It would appear that as METRO continually looks for ways to improve its service, it should consider adding a limited stop or other type of rapid service along this corridor. This service would take the same alignment as the intercity service but stop at fewer locations and reduce the overall travel time for passengers traveling between the major destinations along the corridor. Adding Transit Signal Priority (TSP) and queue jumps at congested intersections could also increase performance of the operation.

A longer term service strategy could come from improvements along the Highway 1 corridor between Watsonville and Santa Cruz. The addition of a high-occupancy vehicle (HOV) lane would allow METRO buses to increase travel speeds and make it more efficient to operate along longer portions of the highway. Another future option for the corridor would be to operate buses along the shoulder of Highway 1. Agencies in ten states across the country are currently operating successful examples of this type of operation. Conditions typically needed for operating buses on shoulders include congestion along the highway, an express bus service and a minimum of 11 foot lanes. Buses commonly only use the shoulder only when travel speeds decrease below 35 mph and do not exceed this speed limit when using the shoulder. San Diego Metropolitan Transit System is the only current example of this type of operation in California. If it appears Highway 1 will not include a dedicated high-occupancy vehicle lane in the future, Santa Cruz METRO should consider a study to assess the feasibility of bus on shoulder operations.

Santa Cruz - UCSC (Trunk Line)

Overview

The single largest market for transit ridership in the system is the UCSC student, faculty and staff population. The 2005 Long Range Development Plan by the University calls for significant future growth in both students (+5,100) and faculty (+980) over the next 15 years. A high percentage of students and most faculty live off-campus in Santa Cruz and the surrounding communities. The University is also geographically placed at a higher elevation than Santa Cruz, making travel between these two locations difficult for non-motorized modes. This displacement along with tight restrictions on personal vehicle parking makes the University a prime market for transit activities.

METRO currently provides eight routes that can be classified as UCSC serving routes. Although four of these eight routes operate only during school terms, their total service hours are 20% of METRO's annual totals. Nearly 40% of all service hours on the UCSC routes are dedicated to Route 16 which operates seven days a week with average headways of 10 minutes during the peak. The night service provided by Route 16

creates a span of service from 6:30 AM to 2:00 AM during the weekday and 6:30 AM to 3:00 AM on the weekend. This service follows the most direct corridor from the Downtown METRO Station to the campus along Laurel Street, Mission Street, and Bay Street and circulates counterclockwise when arriving on campus.

Routes 12, 13, 15 and 19 provide similar services to that of the Route 16 with slight differences. Route 12 only operates once a day (Monday-Friday) and extends beyond the Downtown METRO center to serve the eastside of Santa Cruz and the Capitola Mall. Route 13 runs along Walnut Street instead of Laurel Street to access Mission Street, does not provide weekend or late night service, and runs a clockwise route through campus. Route 15 also operates clockwise when reaching campus and does not operate on weekend or night service. Route 19 offers seven day service and night service but uses Pacific Street, Beach Street and Bay Street instead of Laurel Street and Mission Street, adding service from the beach area to campus.

Routes 10 and 20 also connect the Downtown METRO Center and the UCSC campus but enter the campus on routes other than Bay Street. Route 10 is a seven day service that connects the Downtown METRO Center to the UCSC campus but uses High Street instead of Bay Street to enter campus. This service adds additional local service to the northern areas of Downtown Santa Cruz. Route 20 is a seven day service that runs along Delaware Street in the southern portion of Santa Cruz and enters the campus via Western Drive. This alignment provides the campus's Westside service.

Scheduling

Most of the routes serving UCSC from the Downtown METRO Center are scheduled by HASTUS to make a roundtrip in approximately 45 minutes. The interlining scheduling uses these rather short trips in one of 72 different blocks currently assigned. While some of these blocks are entirely composed of UCSC routes, many are mixed in with intercity routes. Although this scheduling technique may maximize systemwide resources, it can often lead to irregular headways and poor on-time performance for those students and faculty relying on these routes to get to class and work.

Service Characteristics

Systemwide the UCSC routes are the highest in terms of ridership, even though some operate only during school terms. Farebox recoveries are nearly twice all other categories of routes and passengers per mile and per hour are three to four times higher than other routes. Overall, these routes are clearly the most productive for METRO. Eighty-seven percent of use on these routes was attributed to UCSC students and faculty.

Service Delivery

During school terms, the UCSC to Downtown Santa Cruz corridor (Bay Street-Mission Street-Laurel Street) has the highest frequency and longest span of service of any area in the County. Headways for routes between these key locations during the peak are less than 10 minutes. Service starts at 6:30 in the morning and runs to 2:00 AM during the weekdays and to 3:00 AM on weekends. Exceptions are campus service along High Street which terminates at 7:00 PM and service to the Westside ends around 9:00 PM.

These high frequencies during the school hours allow passengers riding these services to not have to rely on set schedules and are less sensitive to irregularities in headways and poor on-time performance. It can be assumed that the wait time for a bus serving these markets is rarely longer than 10 minutes. Although frequencies may not be as much of an issue on UCSC service, standing loads and pass-ups resulting from full loads are experienced on these popular routes, even with the high levels of service deliveries.

Restructuring

The UCSC corridor is a prime candidate for the identification of trunk line service due to its high ridership and major trip generators on both ends of the line. The current levels of service provide high frequencies

from the Downtown METRO Center to UCSC but offer many deviations. The proposed trunk service would consolidate existing resources on the Laurel Street – Mission Street – Bay Street corridor to a uniform service and allow the existing UCSC and Santa Cruz local services not along this corridor to meet the trunk at key transfer locations. Once on campus, the service could either take a clockwise or counterclockwise loop. This alignment would mimic either the Route 15 or 16.

Proposed Trunk Line Operation

The UCSC trunk line service should meet the needs of the student body whose travel demands are primarily during the weekdays between the hours of 7:00 AM and 7:00 PM. METRO should consider defining these hours as the peak for UCSC services and operating service from 6:30 AM to 3 AM seven days a week. The proposed trunk line operation should operate every 10 minutes during this peak service time and 15 minutes during the off peak and weekend times.

Operating service along this single trunk line corridor at the above defined frequencies and spans of service would take approximately 25,000 service hours. Routes 13, 15 and 16 alone, which traverse the same alignment as the proposed trunk line service currently consume over 20,000 service hours. An additional 5,000 hours would result from the consolidation of these three routes and still keep other UCSC routes that service the campus via High Street and Western Drive.

The current schedule shows a roundtrip travel time of approximately 45 minutes from the Downtown METRO Center to Science Hill on the UCSC campus and back. METRO, along with UCSC, should investigate improvements along this corridor that could reduce this time to closer to 35-40 minutes. These small improvements in travel time could result in significantly more service through this corridor.

SANTA CRUZ - SAN LORENZO VALLEY/SANTA CLARA COUNTY (TRUNK LINE)

Overview

Aside from the developed areas along the Highway 1 corridor, the most significant concentration of population, jobs and housing are located in a number of relatively small communities north of Santa Cruz in the San Lorenzo Valley. Included in these communities are Scotts Valley, Ben Lomond, Felton, Brookdale and Boulder Creek. These communities are linked to the rest of the County through Highway 9 and Highway 17. Highway 17 continues north from Santa Cruz County to connect to Santa Clara County and the metropolitan area of San Jose.

Route 35/35A provides the backbone of service from Santa Cruz to the San Lorenzo Valley. The service runs from the Downtown METRO Center north to Highway 17 (via Front Street –River Street-Water Street-Ocean Street) and exits at Mt. Hermon Road in Scotts Valley. (Route 35A runs the same alignment except it continues one exit further north on Highway 17 to the Granite Creek Rd. exit.) After serving the Cavallaro Transit Center, the service continues along west on Mt. Hermon Road to Graham Hill Road eventually turning north on Highway 9 to serve the communities of Felton, Ben Lomond and Boulder Creek. A number of variations of the 35 and 35A route take passengers to various locations throughout the Valley including as far north as Big Basin State Park.

Four other routes supplement the Route 35 service in San Lorenzo Valley but provide very few trips. In total, these four routes contribute an additional 12 daily weekday trips that are primarily focused on high school students' trip needs. Routes 31 and 32 create a loop through Scotts Valley from the Downtown METRO Center using Highway 17 for either the northbound or southbound direction and Graham Hill Road for the opposite direction. Routes 33 and 34 never leave the Valley and start and end at Felton Faire along Graham Hill Road.

The growth in the region's economy in Santa Clara County and the availability of other regional and national transportation modes not found in Santa Cruz (Amtrak, Caltrain, International Airport, etc.) have created a transportation need between the two counties that METRO has filled with the Highway 17 Express bus service. This service was originally implemented following the earthquake in 1989, which has steadily grown in ridership, and is quickly becoming one of the most productive routes in the system.

The topography and infrastructure in the San Lorenzo Valley provides challenges for METRO drivers. Narrow rights-of-way and sharp turning radii make this service difficult to operate with traditional 40 foot buses.

Scheduling

Routes 31, 32 and 35/35A are, for the most part, interlined with other services including intercity and UCSC services. This interlining is possible because these three routes all start and end at the Downtown METRO Center. The other routes servicing the San Lorenzo Valley and Santa Clara County do not all start and end at the Downtown Center. Scheduling of these routes are all done within their own blocks, similar to the previously cited route 71 example.

Service Characteristics

The San Lorenzo Valley routes have lower ridership and are overall lower performing routes compared to its peer routes servicing major corridors in the County. The rural setting in which these routes operate makes it difficult to compete with other routes in terms of productivity. These routes do, however, provide necessary transit service to a significant portion of the County, meeting other performance goals of METRO.

The Highway 17 service to Santa Clara County is supplying one of METRO's fastest growing markets and efforts should be made to continue its use. The service is currently commuter-based but its connectivity to other transportation options which provide links to the San Francisco Bay Area and the East Bay attract multiple users to the service. The lengthy trip duration on this route makes it more sensitive to standing loads and pass-ups. A high level of bike use is also experienced on the Highway 17 service, highlighting the importance of adequate bike storage on this service.

Service Delivery

Route 35/35A currently operates 30 minute service from 6:30 AM to midnight during the weekdays and every 30 minutes from 7:30 AM to midnight on the weekends. Although this route is classified as an intercity route, the majority of local service to the San Lorenzo Valley communities is delivered by this route. Aside from route 35/35A, service to these parts of the County is limited to a few AM and PM peak hour trips.

Service to Santa Clara County on the Highway 17 express service occurs approximately every hour with peak hour periods having 20-30 minute frequencies. Five AM trips to Santa Clara County are currently offered from the Soquel and Highway 1 Park and Ride lot that do not service the Downtown Metro Center and two AM trips are offered from the Metro Center that do not serve the Park and Ride lot. Inbound service in the PM has a selected four trips that serve Scotts Valley Drive. Outbound trips from Santa Cruz County are scheduled to allow transfers to the VTA, ACE and Amtrak commuter and regional rail services.

Restructuring

Increasing transit demands and traffic congestion along the Highway 17 corridor makes it a prime candidate for high frequency transit service. The trunk line service running to the San Lorenzo Valley should mimic the current 35/35A alignment but terminate in the north at the intersection of Highway 9 and Lomond Street in Boulder Creek. Frequencies and span of services on the 35/35A would be improved to provide a higher level of transit service to the San Lorenzo Valley. It appears that the current Highway 17 Express service would not be included in the trunk recommendation due to the different fare structure and vehicle fleet needs.

However, opportunities to increase operations along Highway 17 and avoid any future congestion should be explored. These improvements, including designation of HOV lanes during peak hours or operating on the shoulder, would benefit both services operating in this portion of the trunk line corridor.

It should be noted that the proposed trunk service between Santa Cruz and Watsonville would serve the existing Soquel Park and Ride lot, allowing a connection to the Highway 17 service at Water and Ocean Street. This would permit the Highway 17 service to operate shorter runtimes and provide more service from the Downtown METRO Center. Currently, there is a gap in the AM peak from 6:45 to 7:30 where no Highway 17 Express buses operate from the Downtown Center. Service could be added during this critical travel time with the new trunk and feeder system.

Proposed Trunk Line Operation

If the existing 35/35A were transitioned into a high frequency trunk line service, the concept would be to operate 16 hours during the weekday and 14 hours during the weekends with frequencies of 15 minutes during the weekday and 30 minutes on the weekend. Currently, nearly 23,000 service hours are assigned to the Route 35/35A. Estimates of providing 15 minute weekday and 30 minute weekend frequencies along this corridor would be just over 40,000 hours. This would require a significant increase in hours to achieve.

Given the high demand for service in the previous two corridors, it would appear that consideration for trunk line status in this corridor would have a lower priority and be based on an ongoing review of demand including another transfer point at Water and Ocean referenced above as well as in Scotts Valley at the Cavallaro Transit Center on Kings Village Road. This park and ride lot would be the preferred location of a transfer location to the commuter drive-in populations. Future efforts should look to improve the location of this transfer point, moving it closer to Highway 17 and requiring less deviation for the Highway 17 service.

Highway 17 Express service should be focused in the near term for operational improvements. Additional peak hour trips from Downtown Santa Cruz to San Jose should be added as resources become available. It is estimated that two additional AM and PM trips in both directions would require approximately 2,200 hours of new service.

FEEDER SERVICES

Feeder services will provide the key links for transit users with origins and destinations outside the three trunk line services. These services will focus less on speed and capacity and more on reliability and proximity to ensure passengers are not waiting excessively long for a bus or having to walk uncomfortable distances to reach a bus stop location.

The results of the outreach showed a significant challenge for METRO is its ability to run reliable service. This is currently being evaluated by METRO with a recent technological upgrade that will allow a more precise runtime to be calibrated for each route. These runtimes will then be applied to the scheduling process to create a more precise scheduling match. While this process is anticipated to improve reliability and on-time performance, it will likely require a “cushion” to the existing service to a point where runtimes are accurate. The point has been made that improving the reliability of the existing service should be accomplished before other service improvements are implemented.

In addition to cushioning the existing service, feeder routes may also consider a restructuring to allow more connectivity to key transfer points along the trunk routes. Table 5-6 below shows where these key transfer points are anticipated to occur along these new services. Upgrades may need to occur at some of these locations to ensure adequate passenger facilities are available.

Table 5-6: Key Transfer Locations from Feeder to Trunk Services

Santa Cruz – Watsonville	Santa Cruz – UCSC	Santa Cruz to San Lorenzo Valley
Watsonville Transit Center (Watsonville)	Bay & High (Santa Cruz)	Highway 9 & Lomond (Boulder Creek)
Green Valley & Main (Watsonville)	Bay & Mission (Santa Cruz)	Felton Faire (Felton)
Cabrillo College (Aptos)	Downtown METRO Center (Santa Cruz)	Cavallaro Transit Center (Scotts Valley)
Soquel & 41st (Capitola)		Downtown METRO Center (Santa Cruz)
Soquel & Capitola (Santa Cruz)		
Water & Ocean (Santa Cruz)		
Downtown METRO Center (Santa Cruz)		

The service improvement program focuses on implementing a strategy to phase in the trunk and feeder concept with minimal disruption on the existing routes. Very few changes to the existing local routes are suggested as part of this plan. However, the SRTP does outline a performance monitoring plan that can be used by METRO staff to assess how service is being delivered/consumed and allow modifications to be considered based on performance. While this process may not result in immediate service changes in the next fiscal year, future changes should result in improved efficiency and effectiveness.

FARE RELATED ISSUES

The trunk and feeder system service plan is designed to help improve the availability of transit and improve operational efficiencies for METRO, but the new system will also logically result in an increase in transfers for passengers. As a result there will be fare related implications that will logically be necessary to address, similar to the development of specific performance measurement techniques.

As background, the current METRO fare structure requires passengers to pay (\$1.50) every time they board. Thus an increase in transfers creates an increase in cost of transit. A day pass is also currently offered priced at the cost of three one-way trips (\$4.50) which encourages passengers to purchase a pass if a roundtrip trip is needed and transfers are required. A five day pass (\$22.00) and monthly passes (\$50.00) are also available which allow unlimited rides during their respective time periods. Pre-purchased passes of any type not only reduce the cost of riding for transit passengers but also reduce dwell times for transit during boarding/alighting, thus reducing overall travel times.

There are a number of possibilities METRO could pursue with the implementation of the new trunk and feeder concept. Since the concept would be implemented gradually, METRO could consider modifications to the day pass such as reducing the day pass slightly to encourage more riders to purchase this form of media.

METRO may also need to revisit and possibly restructure its contract with Cabrillo College and UCSC that reimburses METRO on a per trip basis for riders completed by students and staff. Thus increasing the number of transfers would also increase the number of billable trips.

PHASING

The financial analysis presented in Chapter 6 details the amount of funding and estimates of future revenue sources for METRO. To fully implement the proposed trunk and feeder concept, additional financial and staffing resources will be needed. The proposed service hours column in Table 5-7 shows estimated hours that METRO can expect to add in each of the five fiscal years based on future revenue estimates compared to FY07-08.

Table 5-7: Estimated Service Hours (FY09-FY12)

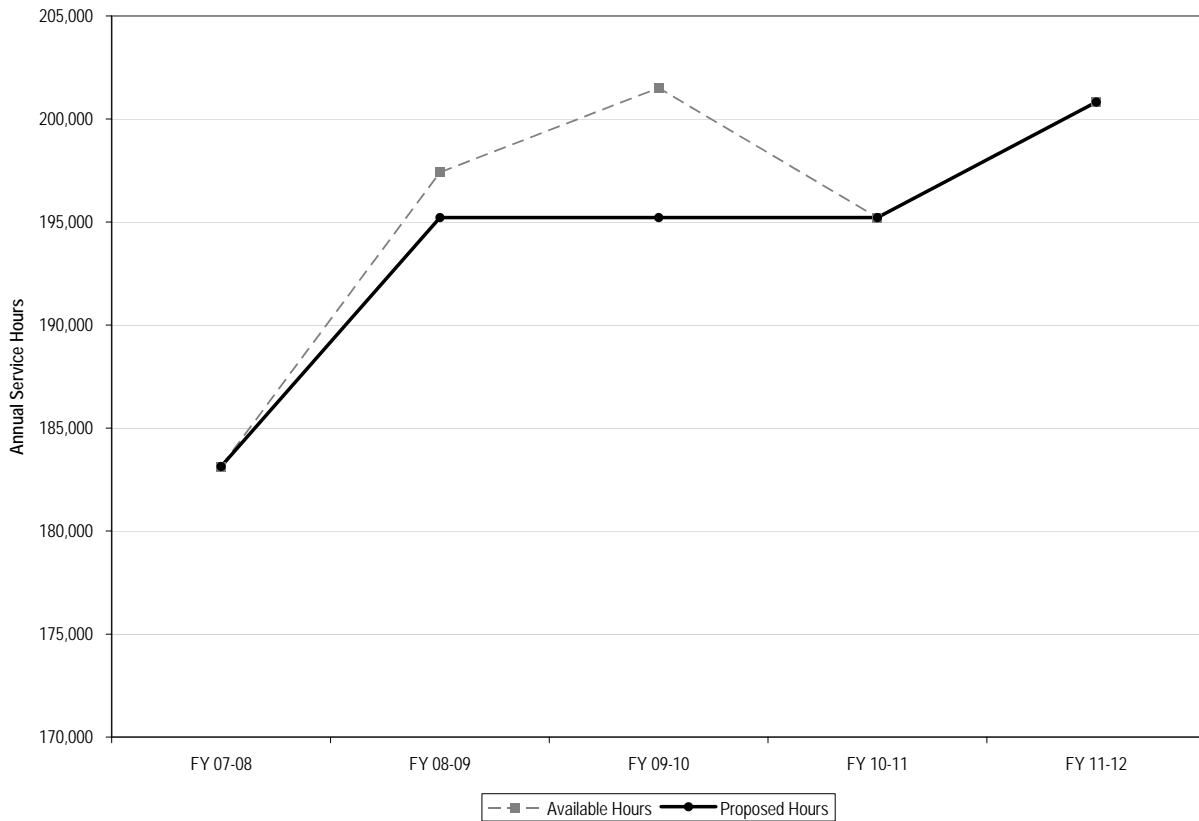
Year	Estimated New Revenue (from year previous)	Estimated Change in Service Hours* (from year previous)	Proposed Service Hour Allocation
FY 08-09	\$ 2,855,752	+14,279	~ 12,000
FY 09-10	\$ 818,967	+4,095	0
FY 10-11	\$ (1,257,497)	-6,287	0
FY 11-12	\$ 1,121,076	+5,605	~5,000

* Estimates for future service hours were determined using a future rate of \$200 per service hour. Current rate are closer to \$180 per service hours but projections for future expenses estimated by METRO show these costs rising in future years.

Revenues shown in Table 5-7 are based on the METRO's financial projections for FY 08-09 and FY 09-10 and Option 2 of the consultant's recommendations which are fully detailed in the Financial Analysis (Chapter 6) chapter of this report. These trends show increasing revenue streams for FY 08-09, FY 09-10 and FY 11-12 and a decrease in FY 10-11 primarily due to the loss of operating reserves that are expected to be used in FY 08-09 and FY 09-10.

The proposed service hour allocation identifies how much new service would be delivered based on the revenue projections through FY 11-12. Since resources will fluctuate over the next four years, service should be phased to assure future service cuts will not need to occur if resources are anticipated to be reduced. For example, since a reduction in revenues is programmed in FY 10-11, it would be illogical to add the maximum number of service hours available during FY 08-09 and FY 09-10 and then reduce those hours the next year. Figure 5-4 shows how the proposed hours compare to the available hours through FY 10-11 using the assumption that FY 07-08 hours will equal those reported in FY 06-07. This future analysis does not consider any carryover of unused revenues that may be transferred from one year to the next.

Figure 5-4: Proposed Service Hours Allocation vs. Available Hours



A number of the modifications suggested in the service improvement program can be completed through restructuring of service that do not require additional service hours while others are dependent upon new financial resources. Table 5-8 shows the various phases of implementation, their anticipated service hours, and suggested time of implementation. Based on input from METRO staff, the initial priority would be to restore a higher level of reliability to the existing service. An estimate of 1.5% of the total service hours from FY07-08, or nearly 2,750 service hours, would be allocated for these purposes in FY 08-09.

Table 5-8: Proposed Phasing Timeline

Service Improvement	Estimated New Hours Needed	Hours Allocated			
		FY 08-09	FY 09-10	FY 10-11	FY 11-12
Restore Reliability of Existing Service	2,750	2,768	0	0	0
Highway 17 and Weekend Service	2,200	2,200	0	0	0
Santa Cruz-Watsonville Trunk	7,000	7,000	0	0	0
Santa Cruz-UCSC Trunk	5,000	0	0	0	5,000
Total	16,100	11,968	0	0	5,000

Once these current reliability issues are addressed, another relatively minor adjustment would be to allocate additional peak hour service on the Highway 17 Express service. Although this route includes multiple funding partners and, to some degree is almost a separate service, increasing demands on this regional service support consideration of improvements to this route. Resources available in FY 08-09 should be sufficient to make these improvements.

The Watsonville to Santa Cruz conversion to a trunk service, which would be a major change to service delivery, can be completed if nearly all existing hours on the Santa Cruz-Watsonville intercity routes are allocated. The connection between this trunk service and Capitola Mall would need to be replaced by a new local service or upgrading the existing local services. In total, approximately 7,000 additional service hours would be needed to implement this trunk line service and supporting local service improvements. Based on the estimated operating revenues available to METRO, this implementation could occur in FY 08-09.

The next priority would be strengthening the UCSC to Downtown Santa Cruz connection. An estimated 25,000 hours would be needed to run 10 minute weekday and 15 minute weekend service. Consolidating the existing routes 13, 15 and 16 hours into this service, an additional 5,000 hours would be needed. These hours are anticipated to be available by FY 11-12.

The final trunk line running from Santa Cruz to San Lorenzo would require the most hours of new service. It is estimated that these hours would not be available to implement this service over the duration of this service plan but should be considered for future planning efforts.

CONCLUSION

METRO is currently working to develop solutions to improve the existing system and alleviate issues with reliability and on-time performance. Once resources have been used to address these existing issues, METRO should look to build upon its regional and intercity connections. Table 5-9 shows how future resources could be allocated based on estimates for available service hours.

Table 5-9: Allocation of Service Hours (FY08-FY13)

Classifications	Type	FY 07-08*	FY 08-09	FY 09-10	FY 10-11	FY 11-12
Rural	Existing	8,972	9,100	9,100	9,100	9,100
Local/Feeder	Existing	34,926	45,500	45,500	45,500	45,500
Intercity	Existing	85,617	23,900	23,900	23,900	23,900
UCSC	Existing	36,654	37,200	37,200	37,200	17,200
Regional	Existing	16,963	19,400	19,400	19,400	19,400
Santa Cruz-Watsonville	New Trunk	0	60,000	60,000	60,000	60,000
Santa Cruz-UCSC	New Trunk	0	0	0	0	25,000
Total Allocated		183,132	195,100	195,100	195,100	200,100
Total Available		183,132	197,411	201,506	195,219	200,824

* Anticipated year end FY 07-08 data assumes the same service hour as that reported in FY 06-07.

The trunk and feeder service plan concept would also allow METRO to formally identify and prioritize transit corridors within the County to help increase operational efficiencies and, for example, begin to identify locations for future transit-supportive development. This could include seeking local jurisdictions support in including these corridors in their planning processes and also potentially incorporating a land use policy to focus transit-supportive uses and densities along these corridors. As indicated previously, consideration of

transit-preferential treatments along these corridors, including bus stop improvements, signal priority and rights of way, should be considered.

ANCILLARY ISSUES

Although not directly related to service improvement, there are several other issues and/or recommendations that are included in this chapter, including organizational structure recommendations and a discussion of the complementary paratransit service.

Organizational Structure

During the stakeholder meetings there was substantial input from other agency staff regarding the need for an additional staff person that could work with these agencies, especially regarding planning issues, that would provide additional policy level input similar to that received from the General Manager or Assistant General Manager.

In addition, as part of the internal review of agency functions and responsibilities, it appeared that the ability to move forward with some planning, policy and process activities was also impacted by the availability of the GM or AGM to review and act on all issues and activities. Furthermore, there also appeared to be an opportunity for a senior level person to interact more directly with Operations personnel regarding scheduling, routing and issues related to interface with operators.

Finally, if the service improvement program recommendations are implemented there will be an increased demand for internal coordination, external communication and interagency connectivity. Thus, it is recommended that a Planning Manager position be added to the Office of the General Manager, which would perform the functions discussed above and supervise the existing Transit Planner, Transit Surveyor, Planning Intern as well as the Grants/Legislative Analyst.

In addition, this position would take the lead in the internal development of the SRTP process, including such activities as providing the updates regarding the performance measurement recommendations, the planning and process interaction of any new or modified technological programs and coordination with the paratransit program.

Complementary Paratransit Plan

As discussed with senior management at the outset of the SRTP, the focus of this analysis was the fixed route service. As such, the current operations and activities of the ParaCruz service have not been analyzed. Those activities and operations could be affected, however, by the implementation of the service improvement program in several ways.

First, since the requirement to provide ADA complementary paratransit for those persons with disabilities that cannot access the fixed route system is directly linked to the routing and span of service of the fixed route system, any increase or decrease in service as a result of the service improvement plan could also affect ParaCruz availability. Also, if some flexible destination services were implemented as part of the feeder service concept, then it could be possible to combine the ADA paratransit clientele and other passengers by offering curb to curb operation. Clearly, additional planning would be required in order to conceptualize any operational modifications. However, the cost for modifications to the fixed route service should also take into account a similar impact on the paratransit service and should be included in the overall service improvement plan.

CHAPTER 6: FINANCIAL ANALYSIS AND CAPITAL NEEDS

FINANCIAL ANALYSIS

The purpose of this chapter is to develop an operating revenue forecast and identify capital needs for the Santa Cruz Metropolitan Transit District's Short Range Transit Plan. The annual operating revenue forecasts described in detail below were used in the development of the service plan outlined in the previous chapter.

As described below, the operating revenue forecasts were developed based on a review of: historic data, the region's current economic conditions, and short range revenue forecasts developed by Santa Cruz Metropolitan Transit District (METRO) staff. Based on this review, two alternative operating revenue forecast options were developed and compared to the two projections developed by METRO staff. From this comparison a recommended option was identified. Appendix E contains additional tables to supplement the information found in this chapter.

SHORT RANGE PLAN OPERATING REVENUE PROJECTION PROCESS

The following is an overview of the historic information used as the basis to develop revenue projections for the FY 2009 to 2012 period. The discussion includes a summary of the data sources researched and reviewed, identification of the agency's key revenue sources, analysis of historic annual growth rates of each key source, and a review of recent trends in local and state sales tax collection.

Data Sources

The following documents, reports, and spreadsheets were reviewed and analyzed to develop the alternative FY 2009 to 2012 operating revenue forecasts.

- Santa Cruz Metropolitan Transit District (METRO) Recommended Final Budgets: FY 1999 through FY 2007;
- METRO's global monthly ridership statistics spreadsheet for the period July 2002 through September 2006;
- METRO's service hours and miles, by route spreadsheet for the period FY 2004 through 2006;
- METRO's historic sales and use tax levels for the period 1995 to 2006;
- METRO's FY 2005-2006 Fact Sheet spreadsheet;
- METRO's Operating and Capital Budget Framework for the period FY 2007 through FY 2012;
- METRO's National Transit Database (NTD) submittals from the Federal Transit Administration's website for the period 2001 through 2006;
- METRO's archived Board Agenda reports from the agency's website to obtain year end receipt levels for the key revenue sources;
- METRO's March 2008 Draft FY 2009 and 2010 Operating and Capital Budget and the May Revised Draft FY 2009 and 2010 Operating and Capital Budget reports to the Board;
- The City of Santa Cruz Sales Tax Update Report for the second and third quarter 2007.

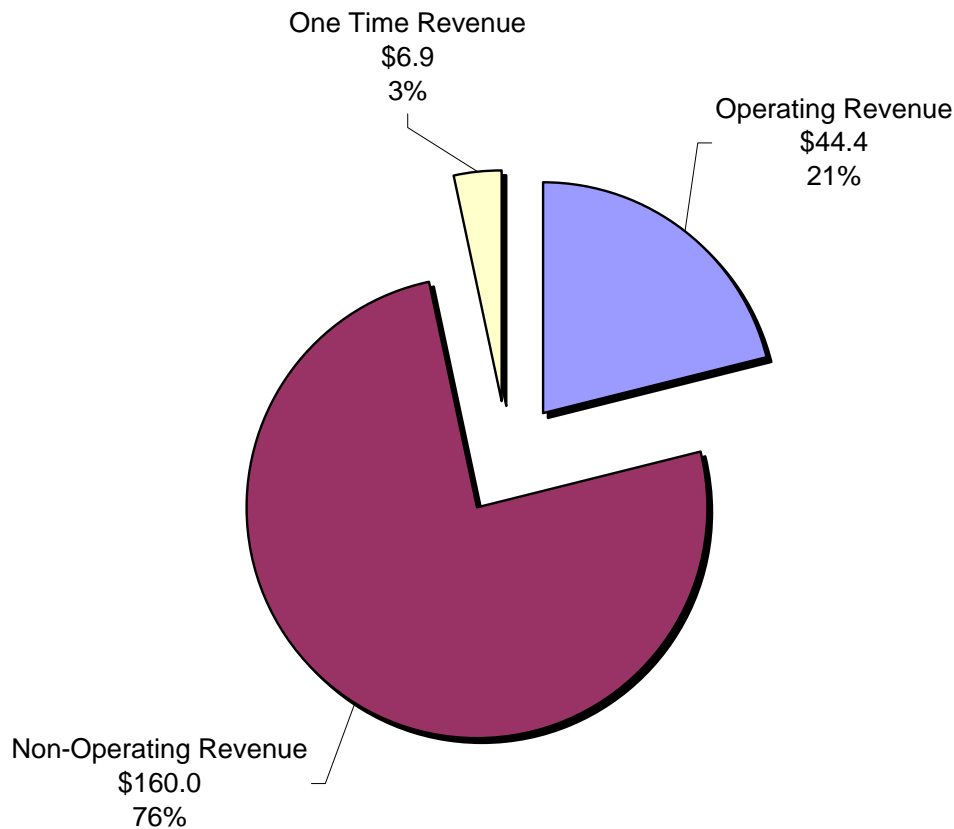
Key Revenue Analysis

METRO separates operating revenue into three general categories: operating revenue, non-operating revenue, and one time revenue.

- **Operating revenue** includes passenger fares, special transit fares (contracts for University of California Santa Cruz, Cabrillo, and special shuttle services, and the employer pass program), paratransit fares, and fares and payments related to the Highway 17 service;
- **Non-operating revenue** includes the half-cent local transit sales tax, State Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) Section 5307 funds, advertising income, rent income, interest income, commissions, FTA Section 5311 rural operating assistance, and transfers from capital;
- **One time revenue** includes a one time advance of FTA Section 5307 funds; carryover funds from the previous year, transfers from reserves, and transfers from the insurance reserve.

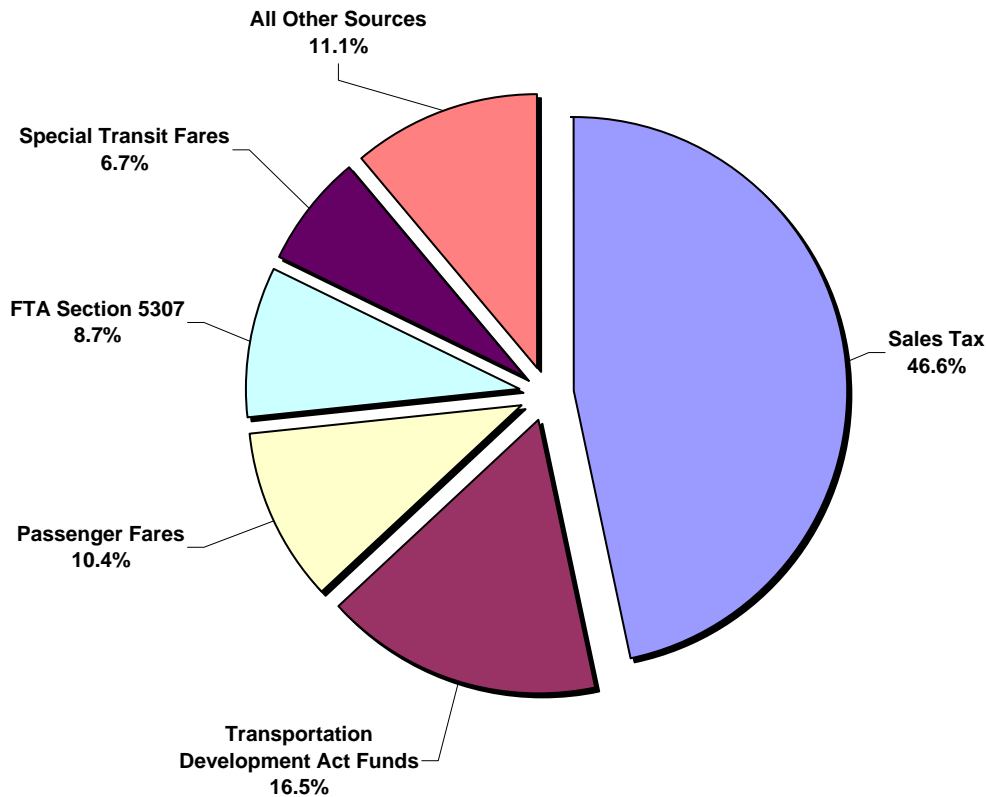
Figure 6-1 provides an overview of the budgeted operating revenues over the FY 2003 to FY 2008 period. METRO’s budgeted operating revenues grew from \$24.5 million in FY 2003 to \$29.1 million in FY 2008, which reflects an average annual growth rate of 3.4 percent per year. As shown in Figure 6-1, non-operating revenue represents the primary operating revenue source for the agency, accounting for 76 percent of total revenues over this period.

Figure 6-1: Operating Revenue Categories FY 2003 through 2008 (in millions)



A review of historic budgets revealed that four key funding sources account for approximately 82 percent of METRO’s total operating revenue. As shown in Figure 6-2, over the last five years, the key revenue sources are the half-cent transit sales tax (46.6 percent), State Transportation Development Act (TDA) funds (16.5 percent), passenger fares (10.4 percent) and FTA Section 5307 funds (8.7 percent).

Figure 6-2: Operating Revenue Sources FY 2003 through 2008 (in millions)



Source: Santa Cruz Metropolitan Transit District Adopted Budgets FY 2003 through FY 2008.

A trend analysis of historic data was the starting point for development of annual growth rate projections for the FY 2009 to 2012 period. The two data sets used for the key revenue source trend analysis were METRO's FY 2003 to 2008 adopted budget estimates and the agency's annual year end receipts for each source over this same period.

METRO's Adopted Budget Data

Table 6-1 and Figure 6-3 summarize the budget estimates for the four key operating revenue sources over the FY 2003 to FY 2008 period. As shown in the table, the agency's budgeted revenues for these four sources combined grew from \$27.9 million to \$30.7 million over the 2003 to 2008 period. Over the five-year period, these sources grew at a compound annual growth rate of 1.9 percent, with the growth rate for 2007 to 2008 being slightly lower at 1 percent.

The annual budgeted revenue levels for each of the four key sources between 2003 and 2008 reflect a similar reduction in the annual growth in revenue over 2007 to 2008:

- Sales tax increased from \$15.8 million to \$17.6 million over the five year period which represents a 2.3 percent compound annual growth rate with a 1.8 percent increase over the last year;
- TDA funds increased from \$5.4 million in 2003 to \$6.4 million in 2008 with a five year compound annual growth rate of 3.4 percent and a 1.8 percent growth rate from 2007 to 2008;
- Passenger fares decreased over the last five year from \$3.9 million to \$3.5 million which reflects a -2.2 percent compound annual rate with a -5.5 percent decrease budgeted between 2007 and 2008; and

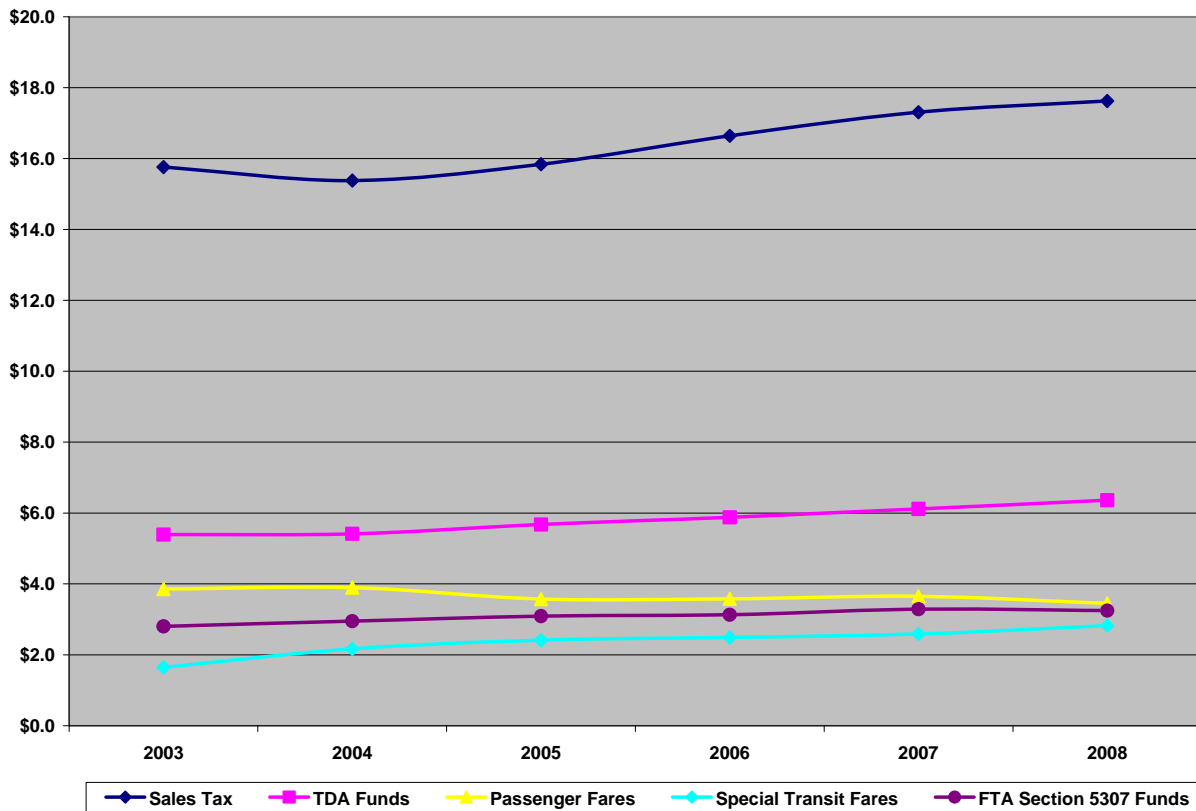
- FTA Section 5307 funds increased from \$2.8 million to \$3.2 million with a compound annual growth rate of 3 percent over the period but a -1.2 percent decrease budgeted for FY 2008.

Table 6-1: Key Revenue Sources Annual Adopted Budget Levels FY 2003-2008 (in millions)

	2003	2004	2005	2006	2007	2008	Annual Growth Rate		
							5 year	3 year	1 year
Sales Tax	\$15.8	\$15.4	\$15.8	\$16.6	\$17.3	\$17.6	2.3%	3.6%	1.8%
TDA Funds	\$5.4	\$5.4	\$5.7	\$5.9	\$6.1	\$6.4	3.4%	3.9%	1.8%
Passenger Fares	\$3.9	\$3.9	\$3.6	\$3.6	\$3.7	\$3.5	-2.2%	-1.2%	-5.5%
FTA Section 5307 Funds	\$2.8	\$3.0	\$3.1	\$3.1	\$3.3	\$3.2	3.0%	1.6%	-1.2%
Key Revenue Total	\$27.9	\$27.7	\$28.2	\$29.2	\$30.4	\$30.7	1.9%	3.5%	1.0%

Note: Although not shown in Table 6-1, historic budget data was provided from 1998 to 2008. The ten year average annual growth rates for the key revenue sources are as follows: sales tax: 3.3 percent; TDA funds: 3.3 percent; passenger revenue: 1.8 percent; and Section 5307 funds: 20.7 percent.

Figure 6-3: METRO's Key Revenue Sources FY 2003-2008 (in millions)



METRO's Year End Actual Revenue

Table 6-2 summarizes the actual level of revenue METRO received from the four key operating sources over the FY 2003 to FY 2007 period. Please note that the 2008 year end figure is an estimate provided in the draft FY 2009 and 2010 Capital Operating and Revenue budget presented to the METRO Board of Directors in May 2008.

As shown in the table, total revenue received from the key funding sources grew from \$24.6 million to \$30.7 million over the 2003 to 2008 period. The average annual growth rate over the five year period was 4.4 percent. However, the projected growth rate for 2007 to 2008 is 1 percent. The annual revenue levels actually received from the four key revenue sources between 2003 and 2007 and projected for 2008 reflect a similar slower annual growth in 2007 to 2008:

- Sales tax increased from \$15.2 million to \$17.6 million with a 3.0 percent compound annual growth rate over the five year period but a -0.2 percent decrease projected between 2007 and 2008;
- TDA funds increased from \$5.1 million to \$6.4 million with a five year compound annual growth rate of 4.4 percent and a 3.2 percent increase over the last year;
- Passenger fares increased from \$3.1 million to \$3.5 million which represents a 2.5 percent compound annual increase over the five year period and a 1.3 percent increase for the last year; and
- FTA Section 5307 funds increased from \$1.2 million to \$3.2 million which represents a 20.7 percent compound annual growth rate over the last five years, mainly attributable to the 2004 initial year of SAFETEA-LU. Over the most recent three years the rate was 2.2 percent and over the last year it decreased to 0.7 percent.

Table 6-2: Key Revenue Sources Year End Actuals FY 2003-2008 (in millions)

	2003	2004	2005	2006	2007	2008	Annual Growth Rate		
							5 year	3 year	1 year
Sales Tax	\$15.2	\$15.2	\$15.7	\$16.7	\$17.7	\$17.6	3.0%	4.0%	-0.2%
TDA Funds	\$5.1	\$5.3	\$5.4	\$5.7	\$6.2	\$6.4	4.4%	5.5%	3.2%
Passenger Fares	\$3.1	\$3.8	\$3.5	\$3.0	\$3.4	\$3.5	2.5%	-0.8%	1.3%
FTA Section 5307 Funds	\$1.2	\$2.8	\$3.0	\$3.0	\$3.1	\$3.2	20.7%	2.2%	0.7%
Key Revenue Total	\$24.6	\$27.1	\$27.6	\$28.4	\$30.4	\$30.7	4.4%	4.1%	1.0%

Recent Regional and Statewide Sales Tax Trends

The City of Santa Cruz produces a quarterly Sales Tax Report that summarizes city, county and state sales tax revenue trends compared to the prior year. At the time of this analysis, reports for the second and third quarters of 2007 were available for review. According to the City's reports, over this time period sales tax revenue for the county was relatively flat compared to the same period in 2006. While fourth quarter 2007 and initial projections for 2008 were not available, the third quarter report indicated that statewide, sales tax revenue is projected to decrease through early 2008 and there is uncertainty as to when sales tax revenue on the state level will increase.

The reduction in sales tax revenue at the state level is expected to impact on the level of TDA funds that METRO and other transit agencies are projected to receive. As documented in the Draft FY 2009 and 2010 Operating and Capital Budget, the Santa Cruz County Regional Transportation Commission has informed METRO that its TDA funding is projected to decrease 5.8 percent compared to last year.

METRO STAFF BASELINE BUDGET PROJECTIONS

Over the course of developing the Short Range Transit Plan, METRO staff prepared two budget projection reports. The results from these reports provided baseline revenue levels to compare to the Short Range Plan projections.

- **Baseline 1: November 2007 Framework Plan for METRO's Capital and Operating Budgets for the FY 2007 to 2012 period:** This document, developed annually, provides the Board an overview of key short term projects, operating conditions and cost and revenue projections. For the purposes of providing a basis to compare annual revenue to SRTP forecasts, the FY 2009 to 2012 revenue estimates for Baseline 1 were forecasted using the growth rates developed for the Framework Plan and projected from the estimated FY 08 year totals from the May 9, 2008 Board Packet.
- **Baseline 2: May 2008 Draft FY 2009 and 2010 Operating and Capital Budget:** The draft budget document (as revised) provides revenue estimates for 2009 and 2010 only. For the purposes of this analysis, Baseline 2 assumed the Draft Budget's 2009 and 2010 estimates and used the annual growth rates from the Framework Plan for 2011 and 2012.

As shown in Table 6-3, between the November 2007 Framework Plan Report to the Board and the May 2008 Draft 2009 and 2010 Budget, the agency's forecasts for FY 2009 and 2010 sales tax and State Transportation Development Account (TDA) funds have decreased significantly due to the current economic conditions.

- Local sales tax revenues for FY 2009 are projected to be only 0.3 percent higher than in FY 08, compared to a 3.0 percent increase reported last November.
- As stated earlier, TDA funds for FY 2009 are projected to decrease 5.8 percent based on information from the Santa Cruz County Regional Transportation Commission, compared to a projected 4 percent increase reported last November.

Both sources are projected to return to growth rates similar to historic levels in FY 2010.

Table 6-3: Comparison of Baseline Projections

	2008	2009	2010	2011	2012
Sales Tax					
Baseline 1	\$17.21	\$17.64	\$18.08	\$18.53	\$18.99
Baseline 2	\$17.21	\$17.26	\$17.78	\$18.32	\$18.87
TDA Funds					
Baseline 1	\$6.31	\$6.50	\$6.70	\$6.90	\$7.11
Baseline 2	\$6.31	\$5.98	\$6.16	\$6.34	\$6.53
Passenger Fares					
Baseline 1	\$3.45	\$3.52	\$3.59	\$3.66	\$3.73
Baseline 2	\$3.45	\$3.52	\$3.59	\$3.66	\$3.73
FTA Section 5307 Funds					
Baseline 1	\$3.22	\$3.29	\$3.35	\$3.42	\$3.49
Baseline 2	\$3.22	\$3.50	\$3.64	\$3.72	\$3.79
Key Revenue Sources Total					
Baseline 1	\$30.19	\$30.95	\$31.72	\$32.51	\$33.32
Baseline 2	\$30.19	\$30.26	\$31.17	\$32.04	\$32.92

RECOMMENDED SRTP BUDGET PROJECTION

Based on the above analyses a recommended budget projection was developed and shown in Table 6-4. This projection assumes the following:

- The updated FY 2008 Final Budget (as of May 9, 2008) as the base year.
- Annual operating revenues will experience no and/or low rates of growth over FY 2009 and FY 2010, and will return to rates closer to their pre-2008 actual growth levels in FY 2011 and 2012.

Table 6-4: Recommended SRTP Annual Projection Growth Rate Assumptions

	2009	2010	2011	2012
Sales Tax	0.5%	1.0%	3.0%	3.0%
TDA Funds	-5.3%	1.0%	3.0%	3.0%
Passenger Fares	2.0%	2.0%	2.0%	2.0%
Section 5307 Funds	1.0%	2.0%	2.0%	2.0%

Based on the review of historic data and the current economic conditions, a more conservative approach to growth rates for the sales tax, TDA, and Section 5307 funds was considered to be appropriate for FY 2009 and FY 2010 with a return to SCMTD's more traditional growth rates in FY 2011 and FY 2012. With regard to passenger revenues, a higher projected growth rate, 2 percent, than recent actual trends is supportable given the increased costs for gas combined with potential ridership growth resulting from anticipated service improvements associated with the Plan.

Table 6-5 provides a comparison of the annual growth rate projections assumed in the alternative forecasts, while Table 6-6 summarizes the annual revenue levels under each alternative. Of key importance is the comparison between the recommended growth rates and Baseline 2 (May 2008 Draft FY 2009 and FY 2010 Budget).

Table 6-5: Comparison of Baseline and Alternative Options Growth Rate Assumptions

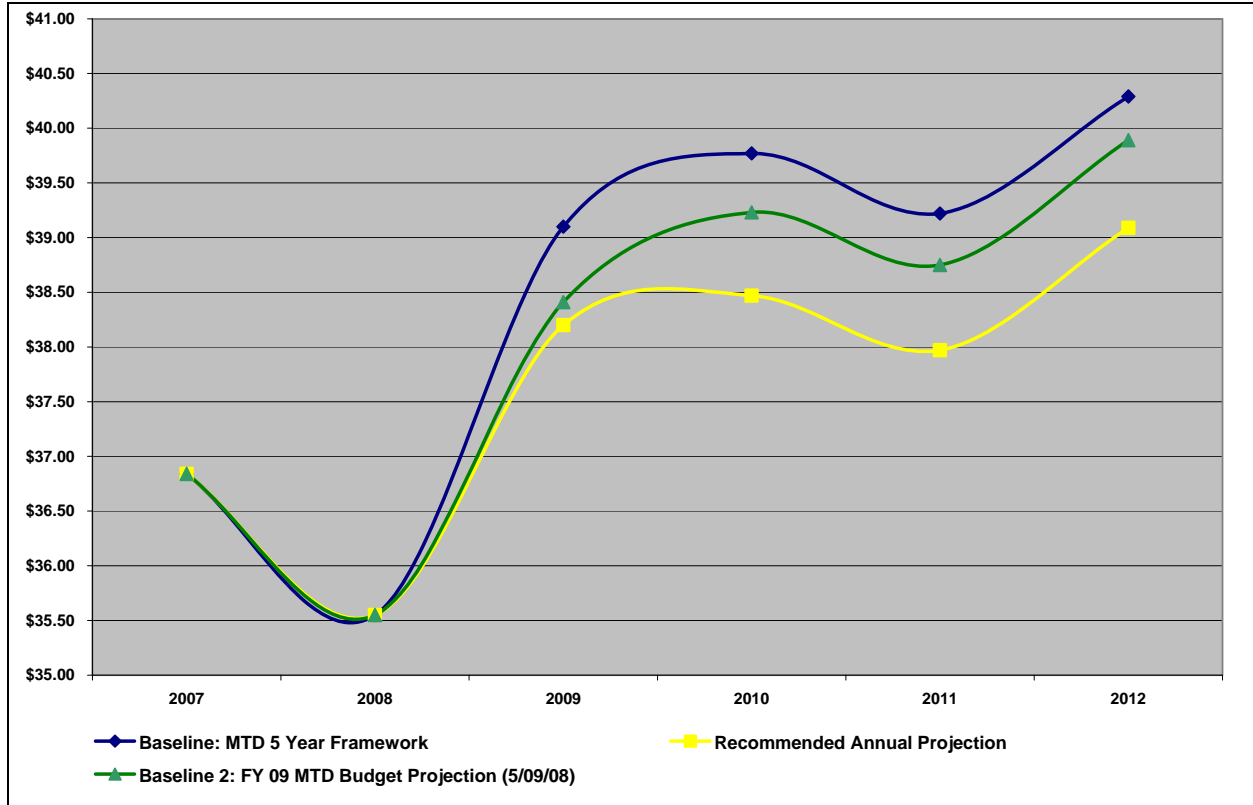
	2009	2010	2011	2012
Sales Tax				
Baseline: MTD 5 Year Framework	3.0%	3.0%	3.0%	3.0%
Recommended Annual Projection	0.5%	1.0%	3.0%	3.0%
Baseline 2: FY 09 MTD Budget Projection (05/09/08)	0.3%	3.0%	3.0%	3.0%
TDA Funds				
Baseline: MTD 5 Year Framework	3.0%	3.0%	3.0%	3.0%
Recommended Annual Projection	-5.3%	1.0%	3.0%	3.0%
Baseline 2: FY 09 MTD Budget Projection (05/09/08)	-5.3%	3.0%	3.0%	3.0%
Passenger Fares				
Baseline: MTD 5 Year Framework	2.0%	2.0%	2.0%	2.0%
Recommended Annual Projection	2.0%	2.0%	2.0%	2.0%
Baseline 2: FY 09 MTD Budget Projection (05/09/08)	2.0%	2.0%	2.0%	2.0%
Section 5307 Funds				
Baseline: MTD 5 Year Framework	4.0%	4.0%	4.0%	4.0%
Recommended Annual Projection	1.0%	2.0%	2.0%	2.0%
Baseline 2: FY 09 MTD Budget Projection (05/09/08)	8.5%	4.2%	4.0%	4.0%

Table 6-6: Comparison of the Projected Total Revenue from METRO's Key Sources

	2009	2010	2011	2012	Total
Sales Tax					
Baseline: MTD 5 Year Framework	\$17.64	\$18.08	\$18.53	\$18.99	\$73.24
Recommended Annual Projection	\$17.29	\$17.47	\$17.99	\$18.53	\$71.28
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$17.26	\$17.78	\$18.32	\$18.87	\$72.23
TDA Funds					
Baseline: MTD 5 Year Framework	\$6.50	\$6.70	\$6.90	\$7.11	\$27.21
Recommended Annual Projection	\$5.98	\$6.04	\$6.22	\$6.41	\$24.64
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$5.98	\$6.16	\$6.34	\$6.53	\$25.01
Passenger Fares					
Baseline: MTD 5 Year Framework	\$3.52	\$3.59	\$3.66	\$3.73	\$14.50
Recommended Annual Projection	\$3.52	\$3.59	\$3.66	\$3.73	\$14.50
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$3.52	\$3.59	\$3.66	\$3.73	\$14.50
Section 5307 Funds					
Baseline: MTD 5 Year Framework	\$3.29	\$3.35	\$3.42	\$3.49	\$13.55
Recommended Annual Projection	\$3.26	\$3.32	\$3.39	\$3.46	\$13.42
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$3.50	\$3.64	\$3.72	\$3.79	\$14.65
Key Revenue Source Total					
Baseline: MTD 5 Year Framework	\$30.95	\$31.72	\$32.51	\$33.32	\$128.50
Recommended Annual Projection	\$30.05	\$30.42	\$31.26	\$32.13	\$123.85
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$30.26	\$31.17	\$32.04	\$32.92	\$126.39

Figure 6-4 and Table 6-7 provide a comparison of the total annual operating revenues projected based on the growth rates assumed in the alternative scenarios. As shown in the figure and table, the Recommended Annual Projection Option results in lower levels of total revenue over the FY 2009 to FY 2012 compared to METRO's FY 2009 and 2010 Budget report. This is due to a lower growth rate for FTA Section 5307 funds in 2009 and more conservative assumptions for sales and TDA funds to rebound in FY 2010. It should be noted that all scenarios assume a carryover of operating revenues in 2009 and 2010, as reflected in METRO's FY 2009 and 2010 Budget report, with no carryover reflected in 2011 and 2012.

Figure 6-4: Comparison of Projected Total Annual Operating Revenues (in Millions) FY's 2009 - 2012



Note: FY 2008 reflects a carryover of \$2.06 million to FY 2009. METRO considers the carryover from FY 2008 as a negative. FY 2010 includes approximately \$1.9 million in transfers to the operating budget based on expense projections in the Draft 2009 and 2010 budget. At this time costs have not been developed for 2011 and 2012. As a result no carryover or transfer funds are included in 2011 and 2012 projections.

Table 6-7: Comparison of Projected Total Annual Operating Revenues (in Millions)

	2007	2008	2009	2010	2011	2012
Baseline: MTD 5 Year Framework	\$36.84	\$35.55	\$39.10	\$39.77	\$39.22	\$40.29
Recommended Annual Projection	\$36.84	\$35.55	\$38.20	\$38.47	\$37.97	\$39.09
Baseline 2: FY 09 MTD Budget Projection (5/09/08)	\$36.84	\$35.55	\$38.41	\$39.23	\$38.75	\$39.89

Note: FY 2008 reflects a carryover of \$2.06 million to FY 2009. METRO considers the carryover from FY 2008 as a negative. FY 2010 includes approximately \$1.9 million in transfers to the operating budget based on expense projections in the Draft 2009 and 2010 budget. At this time costs have not been developed for 2011 and 2012. As a result no carryover or transfer funds are included in 2011 and 2012 projections.

CAPITAL NEEDS

The primary components of a capital needs are vehicles, facilities, and transit amenities/technology.

VEHICLES

METRO has a complex fleet of fixed-route vehicles that includes 40 and 35 foot vehicles, diesel and CNG engines, high and low floor entry as well as the 41 foot suburban vehicles for longer distance travel. The average age of the fixed route vehicles is approximately 10 years, which includes 22 of the 113 vehicles that are 19 or 20 years old. Newer low floor CNG models have been added beginning in 2002. From a paratransit vehicle perspective, 24 of those 34 vehicles have been acquired since 2003.

The service plan recommendation for trunk and feeder service could potentially impact vehicle acquisition strategies in the future. Although METRO does not plan to operate longer vehicles, such as articulated buses, within the planning horizon of this plan, reallocation and purchase of smaller vehicles to more accurately match demand should be considered. This would include allocating 40 foot vehicles to any trunk line or regional service and reserving existing 35 foot or future smaller vehicles that may be acquired for local services.

Vehicle needs arise from the replacement of existing vehicles and the demand for vehicles based on added service. The replacement schedule is based on vehicles that exceed the FTA 12 year useful life span guideline or those diesel vehicles that will need to be replaced by 2012 to meet state law. Including a recent procurement of 13 CNG vehicles, METRO currently has 63 non-diesel vehicles or a peak hour roll out of 55 vehicles for fixed route service. In order to meet the current peak hour pull out of 83 buses, METRO would need to acquire an additional 28 non-diesel vehicles over the next four years.

In addition, the proposed service plan includes recommendations that would likely require METRO to purchase new vehicles. The vehicle requirements needed to decouple the existing interlined service and improve reliability, as noted in the prior chapter, (by universally adding hours) is difficult to estimate. Since the existing interlining scheduling is designed to maximize resources, it is estimated that at least two additional vehicles will be needed.

The additional peak hour trip on the Highway 17 service recommended in the service plan would require one vehicle to operate. The Watsonville to Santa Cruz trunk line service will utilize the existing 40 foot buses used on the existing intercity routes but will require an additional two vehicles to meet the peak hour demands. In addition, two smaller vehicles will be needed to serve the new Capitola local routes connecting the trunk line service to the Capitola Mall. The Santa Cruz trunk line service could operate with the existing fleet and would not require any new vehicles to be purchased. In fact, the consolidation of routes would free up one vehicle for use elsewhere in the network. Table 6-8 below shows the schedule of new bus purchases and their estimated costs.

Table 6-8: Estimated Vehicle Needs

	Vehicle Needs							
	FY 08-09		FY 09-10		FY 10-11		FY 11-12	
Vehicle Size:	40'	35'/30'	40'	35'/30'	40'	35'/30'	40'	35'/30'
Vehicle Replacement	3	-	8	-	8	-	8	-
Restore Reliability of Existing Service	2	-	-	-	-	-	-	-
Highway 17 and Weekend Service	1	-	-	-	-	-	-	-
Santa Cruz-Watsonville Trunk	2	2	-	-	-	-	-	-
Santa Cruz-UCSC Trunk	-	-	-	-	-	-	(-1)	-
Total	8	2	8	-	8	-	7	-
Cost Per CNG Vehicle	\$380,000	\$370,000	\$393,300	\$382,950	\$407,066	396,353	\$421,313	\$410,226
Total Cost	\$3,040,000	\$740,000	\$3,146,400	\$0	\$3,256,528	\$0	\$2,949,191	\$0
	\$3,780,000		\$3,146,400		\$3,256,528		\$2,949,191	

Paracruz will also need replacement vehicles through FY 11-12. Table 6-9 shows these anticipated replacements. In addition to Paracruz and those vehicles listed in Table 6-8, three Goshen local buses will need to be purchased in 2010 at a total cost of \$700,000.

Table 6-9: Paracruz Vehicle Replacement Schedule

	Vehicle Needs			
	FY 08-09	FY 09-10	FY 10-11	FY 11-12
Paracruz Van Replacements	7	3	5	3
Cost Per Paracruz Van	\$80,000	\$80,000	\$80,000	\$80,000
Total Cost	\$560,000	\$240,000	\$400,000	\$240,000

FACILITIES

Four transit centers are currently used by METRO as hub or transfer locations for their fixed routes services. The two primary centers where nearly all routes converge are the Santa Cruz Transit Center or METRO Center located in Downtown Santa Cruz and the Watsonville Transit Center located in Downtown Watsonville. Both of these facilities contain a large number of bus bays to allow layover and transferring activities to occur. They also include a high level of customer amenities including food vendors, customer service agents and seating.

The secondary transit centers are located in Scotts Valley and Capitola. The Cavallaro Transit Center is located on Kings Village Road, just north of Mt. Hermon Road in Scotts Valley. The Capitola Transit Center is located at the Capitola Mall on 41st Street. Both of these facilities have fewer customer amenities but

provide key transfer points for METRO's fixed routes services. The implementation of the trunk and feeder service may result in other connection points that could benefit from additional facility improvements, such as:

- Green Valley Road and Main Street (Watsonville)
- Cabrillo College (Aptos)
- Soquel and 41st (Santa Cruz)
- Water and Ocean Street (Santa Cruz)
- Felton Faire (Felton)

The District is also in the process of constructing the new MetroBase Transit facility on River Street and Golf Course Drive. The new facility will be the central location for operations and maintenance of METRO's bus fleet. The facility will contain the following components:

- Liquefied Compression Natural Gas (LCNG) fueling station
- Bus washing structure
- A second story addition to the current building
- Reconfigured parking and circulation

From an operational perspective the MetroBase plan would require modifications if larger capacity vehicles were added to the fleet.

Two significant capital expenditures are scheduled for FY 2008-09 and FY 2011-12 which include 27 million for the new Operations Building and Parking and 10 million for the Paracruz Operations Building, respectively. Bus stop improvements are allocated \$400,000 in FY 2008-09 and \$500,000 in FY 2010-11.

TRANSIT AMENITIES AND TECHNOLOGY

Improved passenger amenities, including widely distributed bus shelters and improved route signage, a system map, improved web site and improved timetables are an important component of the marketing and attention to customers that are important tools in the efforts to provide viable mobility options which are easy to use and understand by existing and potential new transit riders. . These transit amenities improve the experience of using transit for patrons and have proven to be valuable throughout the industry as components of enhancing communication, information and comfort for passengers. At this time, however, given the current financial uncertainties and the forecast for potentially reduced resources, it would appear that many of the amenities may be deferred. We believe, however, that investing in enhanced communication and technology would be a positive benefit for METRO, its customers and the communities it serves.

As part of the monitoring and evaluation process, there have been recommendations to expand technology to include more use of automatic passenger counters and automatic vehicle locators. These systems would enable the ability to quickly and accurately collect data that would be used in the performance monitoring process and reduce data collection resources. This is also an important investment in the future of METRO.

As previously discussed the potential for higher demand on the trunk corridors could then lead to the use of higher capacity vehicles that could operate in a Bus Rapid Transit mode. BRT applications typically have included a number of technology improvements such as:

- Traffic signal preference or priority
- Real time bus arrival information
- Off board automated fare media
- Docking and maneuvering software
- Etc.

If METRO decides to pursue the BRT feasibility, sufficient technology infrastructure should be examined as part of the capital cost estimation. FY 2007-08 allocates \$5 million for an AVL system and another \$500,000 for a telecommunications system. Improvements to the farebox in FY 2008-09 are allocated \$1 million dollars.

CHAPTER 7: ADDENDUM

In July of this year the Board was presented with a draft of the service portion of the Short Range Transit Plan (SRTP). At that meeting concern was raised by members of the Board regarding the proposal to move towards a “trunk and feeder” concept within the five-year planning horizon of the Short Range Transit Program. At that meeting, the concept was presented for discussion.

The staff the looked at specific ways that the concept could be implemented, laying out a revised routing structure in the corridor from Santa Cruz to Watsonville. Staff developed a routing scenario that would restructure the service to a trunk and feeder concept and then compared this service levels and coverage that exists today.

In the scenario developed by the staff, the service would require 89,475 hours of service, to replace the existing 76,408 hours now being provided. This is an increase of 17%, which in 2008 dollars is approximately \$850,000.

Implementation of the trunk and feeder service would also require a review of the current METRO fare structure to understand the impact of potentially increasing the number of transfers in the system. One potential recommendation for the fare structure would be the implementation of a day pass on the system.

In addition to the increased operating costs, there are a range of capital items which METRO staff recognizes would be necessary for the successful implementation of the trunk and feeder service. These capital investments would be in the area of customer information and technology, and in vehicle and station infrastructure. Each of these items are discussed below.

FARE STRUCTURE AND FAREBOX INFRASTRUCTURE

One of the impacts of moving to a trunk and feeder concept is that the number of transfers may increase as people may be required to transfer to complete a trip. Today, METRO charges a fare each time a passenger boards a bus, unless a Day Pass is purchased, or the rider has a Monthly Pass. Currently the Day Pass is priced at 3 times the base fare. In this instance if your trip is served by 1 bus in each direction, it is cheaper for a person to simply pay for individual rides. In the case of a trunk and feeder system, with more potential transfers, it is recommended that METRO consider reviewing the revenue impact of pricing the day pass at 2 times the base fare to avoid an indirect fare increase to the public. While moving to a trunk and feeder concept would probably increase ridership, METRO should quantify the lost revenue from moving to a revised fare structure. Another technique related to fares and enhanced boarding at stops. METRO should consider the use of SMART CARD technology to allow fast and easy boarding on the vehicles. METRO staff has requested capital funding for this system with FTA.

AVL AND PASSENGER INFORMATION SYSTEM

Another important component to making a trunk and feeder operate efficiently from a passenger perspective is to ensure that all connections with the trunk are as seamless as can be. For this to occur, schedule coordination becomes critical. With existing traffic conditions in the Santa Cruz to Watsonville corridor, METRO is aware that there are already delays to the service, which was one factor which led to the discussion of a trunk and feeder system to allow for services in the communities to be less impacted by congestion and delay on the highway 1 service. The implementation of an Automated Vehicle Location (AVL) system is necessary to put the dispatcher in the role of an air traffic controller to hold various buses to make these connections. Such a system is recommended even without a move to the trunk and feeder service, as current on time performance is one of the critical areas of customer concern which needs improvement in the METRO service. Without real time information available METRO dispatch and management are at a disadvantage in providing information to customers. With the implementation of a trunk and feeder service, real time information becomes even more critical to passenger convenience, as they wait to make service connections. An AVL system for METRO would cost approximately \$5.0 million and would provide METRO many benefits, well beyond what is discussed above. In addition, it is recommended that real time information signposts be installed at each of the feeder connections to the trunk route so that passengers would know when the next bus was going to arrive. Knowing that a bus is arriving in 3 minutes when you can't see it is very comforting and it takes away from rider concerns. A minimalist system to accomplish just the signage without a full AVL system might be purchased for approximately \$200,000, based upon conversations with a vendor at the recent APTA Expo in San Diego.

CONTINGENCY FUNDS FOR OPERATIONS

In order for such a major change to occur, METRO should have an amount of contingency funds available to be able to deal with any problems that would arise after implementation. Should this concept prove to be successful, and ridership grows, causing various routes to be overcrowded, METRO would have to have reserve capacity available to supplement service. A fund of 5% is recommended for consideration.

VEHICLES AND STATION INFRASTRUCTURE

In some areas where transit agencies have moved to this concept, transit agencies have “branded” the buses with a different paint scheme to create attention for the new service. This was done for example in San Jose for the Rapid bus line along El Camino. In many cases, separate fleets of buses were ordered with amenities that are markedly different than the regular fleet to clearly differentiate that this is a different experience. In these instances the services provided have been very successful and have exceeded initial projections. Additionally, the major transfer points along the routes should be considered for capital investments and upgrades to allow for enhanced customer amenities in place of the typical METRO bench or shelter, as these would be heavily used bus stops and would need to accommodate at least 2 buses at a time to allow for easy transfers.

TRAFFIC CONGESTION/HOV LANE

METRO buses operate on the local streets and highways. As traffic congestion has continued to increase in the county, it takes METRO vehicles longer to complete their routes. This “delay factor” presents METRO with only two options. First we can add additional buses to make up for the delays. This would be an additional cost to METRO for which there is currently no funding. The reality is that these traffic congestion costs result in service cuts, since it takes the same bus longer to navigate its route, resulting in less trips. For the trunk and feeder concept to operate at a higher level of service, and not be slowed down by traffic, it is necessary that the High Occupancy Lane Project for Highway 1 be implemented. The impact of this improvement is that traffic on local streets would also flow better with the added capacity on the highway.

ECONOMY

At the time that the initial study was being performed, economic conditions were very different. METRO staff was projecting that there would be an additional amount of \$1 million of new service that could be added to the system in each of the next three years. These increased revenues would have provided a needed cushion that would have potentially supported a revised system of service delivery. When changing to a different form of service delivery, the system has to have a financial reserve to be able to deal with any service issues that might arise – both successes and failures. Quick response can mean the difference between success and failure of a change. Unfortunately, the economy in the nation has taken a severe turn and as a result, sales tax projections are actually below what was collected in the prior year. The likelihood of a quick recovery does not appear to be good at this time, and most economists are predicting a slow recovery. As a result of this, it is not anticipated METRO will be in a financial position to move to a trunk and feeder concept with the five year horizon of a Short Range Transit Plan.

It is the recommendation of staff that following actions be taken:

- Add to the SRTP this discussion and revise the discussion on the trunk and feeder concept to reflect that it will not be pursued in the planning horizon of this plan.
- Adopt the revised SRTP with no revision being made to the service delivery model in use by METRO
- Revisit the service delivery issue in future updates to the SRTP

APPENDIX A: HISTORY OF METRO

The Santa Cruz Metropolitan Transit District was formed in 1968 following the approval of a countywide vote to establish such a district with taxing authority. The initial boundaries of the transit served were developed around the communities of Santa Cruz, Capitola, and Live Oak. The boundaries were later expanded to include the rest of the populated area in the County.

The first operations were contracted to the Santa Cruz Transit Co. in September of 1970. Service was composed of five local Santa Cruz lines and one suburban route to Capitola. The district then took over operations in 1971 with the purchase of six new General Motors coaches. At this time service was provided to the old Mission Street, County Hospital, DeLaveaga Park, and Capitola. The original five lines were soon expanded to include service to the University, Aptos via Soquel and the Natural Bridges State Park. Continued service expansion, including weekend and night service in selected areas, occurred during the early part of the 1970's to meet the escalating demands from the University and areas east of Aptos including La Selva Beach.

Service to Watsonville was taken over by METRO from the privately operated Watsonville Bus Lines in February of 1974. Initial service included the extension of the Cabrillo College-Aptos route and the establishments of two new local services, Airport and East Lake. That same year, a new line was opened to serve Scotts Valley and the San Lorenzo Valley. The following year extensions to Boulder Creek and Felton were added.

Funding sources took a significant shift in June of 1979 when voters approved "Measure G" which changed the basis of transit support in the County from property tax to a ½ cent sales tax. As a result, new buses were purchased and service expansion continued including rural service to Davenport, Bonny Doon, Branciforte Drive, Glen Canyon, and Old San Jose Road. Three summer recreational routes also starting, providing park & ride shuttle service to the Capitola and Santa Cruz beachfronts. Extensive service improvements in March of 1980 including renumbering the routes to correspond to the geographical regions they served: (1-29) Santa Cruz, (30-39) San Lorenzo Valley, (40-49) North Coast, (50-69) Mid County, and (70-79) South County.

Productivity indicators were first introduced by the District in 1981 to improve the efficiency of the routes in service. Four productivity indicators and operational standards were developed which included farebox recovery, passengers per hour, passengers per mile, and a utilization ratio. Routes were then assigned to one of three classifications - urban collector/express routes, urban local routes, and rural routes. Each category of route had an appropriate operational standard from which staff could identify unproductive or unwarranted service from.

Funding cuts and rising operating costs continued throughout the 1980's, forcing METRO to cut staffing, alter service, and increase bus fares. The biggest hit came in 1989 when the region was struck with the Loma Prieta earthquake, wiping out many of roads and bridges leading into the area, including the two major state highways - Highway 1 and Highway 17. The Watsonville Bus Maintenance and Operating Facility was also lost in the earthquake and the Santa Cruz Operating Facility was severely damaged. The Highway 17 Express service was soon implemented as an emergency bus service jointly operated by the District and Santa Clara Transit.

The earthquake's economic impacts on the retail market resulted in a significant reduction in the sales tax, which accounted for 50% of the District's operation budget. In March of 1990, the District was forced to raise base fares to \$1.00, cut expenses, and lay off managerial, administrative, and operations personnel.

Service was then reduced by 28% in December of 1990 and a systemwide redesign was implemented that affected virtually every route in the system.

In 2005, METRO experienced a driver's strike that resulted in service not operating for the month of October. Ridership following this event significantly dropped and has been in recovery ever since. The compromise reached following the strike outlined mandatory break times for the drivers during an eight hour work shift. To meet these new requirements, METRO was forced to tighten its scheduling practices and minimize any lost time in the existing schedules.

APPENDIX B: FLEET INVENTORY

REVENUE VEHICLES

(data as of April 11th, 2008)

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	YTD MILES
8075	NEW FLYER	Bus	1988	XJU013217	E-200899	D35	99,775
8076	NEW FLYER	Bus	1988	1JU013218	E-200898	D35	969,651
8077	NEW FLYER	Bus	1988	3JU013219	E-431948	D35	822,396
8078	NEW FLYER	Bus	1988	XJU013220	E-484800	D35	846,984
8079	NEW FLYER	Bus	1988	1JU013221	E-484799	D35	811,947
8080	NEW FLYER	Bus	1988	3JU013222	E-484798	D35	769,293
8081	NEW FLYER	Bus	1988	5JU013223	E-484797	D35	649,086
8082	NEW FLYER	Bus	1988	7JU013224	E-484796	D35	723,304
8083	NEW FLYER	Bus	1988	9JU013225	E-484795	D35	735,263
8084	NEW FLYER	Bus	1988	0JU013226	E-484794	D35	761,353
8085	NEW FLYER	Bus	1988	2JU013227	E-484793	D35	745,904
8090	NEW FLYER	Bus	1988	6JU013232	E-484789	D35	876,234
8091	NEW FLYER	Bus	1988	8JU013233	E-484788	D35	864,798
8092	NEW FLYER	Bus	1988	XJU013234	E-484787	D35	814,507
8095	NEW FLYER	Bus	1988	5JU013237	E-484784	D35	890,364
		Fleet Age	20	Diesel 35'	Count	15	758,724

8100	NEW FLYER	Bus	1989	C01KU013468	E-114011	D40	929,360
8101	NEW FLYER	Bus	1989	C03KU013469	E-114010	D40	1,005,448
8102	NEW FLYER	Bus	1989	C0XKU013470	E-114012	D40	914,037
8103	NEW FLYER	Bus	1989	C01KU013471	E-114013	D40	928,895
8105	NEW FLYER	Bus	1989	C05KU013473	E-114018	D40	932,255
8106	NEW FLYER	Bus	1989	C07KU013474	E-114016	D40	935,307
8107	NEW FLYER	Bus	1989	C09KU013475	E-114019	D40	924,098
		Fleet Age	19	Diesel 40'	Count	7	938,486

9801	NEW FLYER	Bus	1998	5FYD2SL04WU018344	E-1019702	D35LF	465,725
9802	NEW FLYER	Bus	1998	5FYD2SL06WU018345	E-1019703	D35LF	527,380
9803	NEW FLYER	Bus	1998	5FYD2SL08WU018346	E-1019704	D35LF	468,236
9804	NEW FLYER	Bus	1998	5FYD2SL0XWU018347	E-1019705	D35LF	495,374
9805	NEW FLYER	Bus	1998	5FYD2SL01WU018348	E-1019706	D35LF	470,330
9806	NEW FLYER	Bus	1998	5FYD2SL03WU018349	E-1019707	D35LF	449,139
9807	NEW FLYER	Bus	1998	5FYD2SL0XWU018350	E-1019708	D35LF	469,515
9808	NEW FLYER	Bus	1998	5FYD2SL01WU018351	E-1019709	D35LF	445,550
9809	NEW FLYER	Bus	1998	5FYD2SL03WU018352	E-1019710	D35LF	443,768
9810	NEW FLYER	Bus	1998	5FYD2SL05WU018353	E-1019711	D35LF	442,405
9811	NEW FLYER	Bus	1998	5FYD2SL07WU018354	E-1019712	D35LF	488,231
9812	NEW FLYER	Bus	1998	5FYD2SL09WU018355	E-1019713	D35LF	454,099
9813	NEW FLYER	Bus	1998	5FYD2SL00WU018356	E-1019714	D35LF	469,922

APPENDIX B: FLEET INVENTORY

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	YTD MILES
9814	NEW FLYER	Bus	1998	5FYD2SL02WU018357	E-1019715	D35LF	468,314
9815	NEW FLYER	Bus	1998	5FYD2SL04WU018358	E-1019716	D35LF	458,365
9816	NEW FLYER	Bus	1998	5FYD2SL06WU018359	E-1019717	D35LF	492,736
9817	NEW FLYER	Bus	1998	5FYD2SL02WU018360	E-1019718	D35LF	495,004
9818	NEW FLYER	Bus	1998	5FYD2SL04WU018361	E-1019719	D35LF	496,264
		Fleet Age	10	Diesel 35'	Count	18	472,242
9819	NEW FLYER	Bus	1998	5FYD2LL09WU018362	E-1011093	D40LF	491,531
9820	NEW FLYER	Bus	1998	5FYD2LL00WU018363	E-1011094	D40LF	463,583
9821	NEW FLYER	Bus	1998	5FYD2LL02WU018364	E-1011095	D40LF	427,374
9822	NEW FLYER	Bus	1998	5FYD2LL04WU018365	E-1011096	D40LF	435,821
9823	NEW FLYER	Bus	1998	5FYD2LL06WU018366	E-1011097	D40LF	419,864
9824	NEW FLYER	Bus	1998	5FYD2LL08WU018367	E-1011098	D40LF	480,025
9825	NEW FLYER	Bus	1998	5FYD2LLOXWU018368	E-1011099	D40LF	457,096
9826	NEW FLYER	Bus	1998	5FYD2LL01WU018369	E-1019700	D40LF	428,861
9827	NEW FLYER	Bus	1998	5FYD2LL08WU018370	E-1019701	D40LF	406,416
9828	NEW FLYER	Bus	1998	5FYD2LLOXWU018371	E-1019722	D40LF	447,792
9829	NEW FLYER	Bus	1998	5FYD2LL01WU018372	E-1019720	D40LF	437,271
9830	NEW FLYER	Bus	1998	5FYD2LL03WU018373	E-1019721	D40LF	434,301
		Fleet Age	10	Diesel 40' LowFloor	Count	12	444,161
9831	GILLIG, 1984	Bus	2000	15GCD081XE1080814	E-445937	40TB/96	480,679
9832	GILLIG, 1984	Bus	2000	15GCD0814E1080787	E-445941	40TB/96	497,361
9833	GILLIG, 1984	Bus	2000	15GCD0813E1080790	E-445975	40TB/96	503,818
9834	GILLIG, 1984	Bus	2000	15GCD0817E1080792	E-445977	40TB/96	490,139
9835	GILLIG, 1984	Bus	2000	15GCD081DE1080800	E-445984	40TB/96	445,948
9836	GILLIG, 1984	Bus	2000	15GCD0816E1080803	E-445987	40TB/96	439,713
9837	GILLIG, 1984	Bus	2000	15GCD081XE1080805	E-445993	40TB/96	449,897
9838	GILLIG, 1984	Bus	2000	15GCD0816E1080807	E-445991	40TB/96	450,711
9839	GILLIG, 1984	Bus	2000	15GCD0814E1080811	E-445940	40TB/96	466,293
9840	GILLIG, 1984	Bus	2000	15GCD0816E1080812	E-445939	40TB/96	459,029
		Fleet Age	8	Diesel 40'	Count	10	468,359
2201	NEW FLYER	Bus	2002	5FYC2LP092U024047	1133345	C40LF	247,059
2202	NEW FLYER	Bus	2002	5FYC2LP002U024048	1133346	C40LF	230,821
2203	NEW FLYER	Bus	2002	5FYC2LP022U024049	1133347	C40LF	205,086
2204	NEW FLYER	Bus	2002	5FYC2LP092U024050	1133348	C40LF	196,349
2205	NEW FLYER	Bus	2002	5FYC2LP002U024051	1133349	C40LF	159,111
2206	NEW FLYER	Bus	2002	5FYC2LP022U024052	1139300	C40LF	197,953
2207	NEW FLYER	Bus	2002	5FYC2LP042U024053	1139301	C40LF	205,876
2208	NEW FLYER	Bus	2002	5FYC2LP062U024054	1139302	C40LF	199,388
		Fleet Age	6	CNG 40' LowFloor	Count	8	205,205

APPENDIX B: FLEET INVENTORY

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	YTD MILES
10	CHANCE	TROL/REP	2002	1C9S2CCS62W535135	E-1139326	AH-28	8145
		Fleet Age	6	CNG 32' replica	Count	1	8,145
2210	NEW FLYER	Bus	2003	5FYD2GL082U024705	1161769	D35LFC	230,913
2211	NEW FLYER	Bus	2003	5FYD2GL0X2U024706	1156746	D35LFC	252,508
2212	NEW FLYER	Bus	2003	5FYD2GL012U024707	1156749	D35LFC	247,820
2213	NEW FLYER	Bus	2003	5FYD2GL032U024708	1161750	D35LFC	224,994
2214	NEW FLYER	Bus	2003	5FYD2GL052U024709	1161773	D35LFC	281,229
2215	NEW FLYER	Bus	2003	5FYD2GL012U024710	1161774	D35LFC	252,429
2216	NEW FLYER	Bus	2003	5FYD2GL032U024711	1161761	D35LFC	229,224
2217	NEW FLYER	Bus	2003	5FYD2GL052U024712	1161775	D35LFC	348,762
2218	NEW FLYER	Bus	2003	5FYD2GL072U024713	1161757	D35LFC	244,240
2219	NEW FLYER	Bus	2003	5FYD2GL092U024714	1161770	D35LFC	457,567
2220	NEW FLYER	Bus	2003	5FYD2GL002U024715	1161762	D35LFC	233,892
2221	NEW FLYER	Bus	2003	5FYD2GL022U024716	1161767	D35LFC	216,200
2222	NEW FLYER	Bus	2003	5FYD2GL042U024717	1161763	D35LFC	251,987
2223	NEW FLYER	Bus	2003	5FYD2GL062U024718	1161766	D35LFC	232,504
2224	NEW FLYER	Bus	2003	5FYD2GL082U024719	1161764	D35LFC	253,025
		Fleet Age	5	Diesel/CNG 35' Low	Count	15	263,820
2225	NEW FLYER	Bus	2003	5FYD2LL052U024640	1156748	D40LFC	260,155
2226	NEW FLYER	Bus	2003	5FYD2LL072U024641	1156747	D40LFC	207,078
2227	NEW FLYER	Bus	2003	5FYD2LL092U024642	1161765	D40LFC	200,070
2228	NEW FLYER	Bus	2003	5FYD2LL002U024643	1161755	D40LFC	238,433
2229	NEW FLYER	Bus	2003	5FYD2LL022U024644	1161776	D40LFC	225,822
2230	NEW FLYER	Bus	2003	5FYD2LL042U024645	1161771	D40LFC	235,486
2231	NEW FLYER	Bus	2003	5FYD2LL062U024646	1161754	D40LFC	193,228
2232	NEW FLYER	Bus	2003	5FYD2LL082U024647	1161753	D40LFC	174,414
2233	NEW FLYER	Bus	2003	5FYD2LL0X2U024648	1161768	D40LFC	200,428
2234	NEW FLYER	Bus	2003	5FYD2LL012U024649	1161772	D40LFC	168,609
2235	NEW FLYER	Bus	2003	5FYD2LL082U024650	1161779	D40LFC	125,504
2236	NEW FLYER	Bus	2003	5FYD2LL0X2U024651	1161756	D40LFC	144,689
2237	NEW FLYER	Bus	2003	5FYD2LL012U024652	1161777	D40LFC	158,896
2238	NEW FLYER	Bus	2003	5FYD2LL032U024653	1161778	D40LFC	182,513
		Fleet Age	5	Diesel/CNG 40' Low	Count	14	193,952
2301	ORION	BUS	2003	1VHAH3A2536502006	1119644	V	267,742
2302	ORION	BUS	2003	1VHAH6A2936502141	1179154	V	211,483
2303	ORION	BUS	2003	1VHAH6A2036502142	1179155	V	242,866
2304	ORION	BUS	2003	1VHAH6A2236502143	1179156	V	263,570
2305	ORION	BUS	2003	1VHAH6A2436502144	1179157	V	247,533
2306	ORION	BUS	2003	1VAHA6A2636502145	1179161	V	222,808
2307	ORION	BUS	2003	1VHAH6A2836502146	1179163	V	223,257
2308	ORION	BUS	2003	1VHAH6A2X36502147	1179162	V	190,863
2309	ORION	BUS	2003	1VHAH6A2136502148	1179164	V	224,236

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	Model	YTD MILES
2310	ORION	BUS	2003	1VHAH6A2336502149	1179165	V	201,862
2311	ORION	BUS	2003	1VHAH6A2X36502150	1179166	V	189,381
		Fleet Age	5	Diesel Suburban 41'	Count	11	225,964
2405	FORD/GOSHEN	BUS	2003	1FDXE45S53HB85231	1172517	GCII	18,297
2406	FORD/GOSHEN	BUS	2003	1FDXE45S33HB85227	1172520	GCII	23,653
		Fleet Age	5	Gas 25' Cutout	Count	2	20,975
2601	NEW FLYER	BUS	2006	5FYC4FP076C030758	1263658	C40LF	37026
2602	NEW FLYER	BUS	2006	5FYC4FP096C030759	1263657	C40LF	27548
		Fleet Age	2	CNG 40' LowFloor	Count	2	32,287
		Avg. Age	9	Total Ct.		115	411,988

All Buses:

GenFare registering fareboxes, solid-state circuitry, probe enabled, one each

DR500 Talking Bus - Bus Stop annunciator linked with visible scrolling text bar

Twin Vision / Luminator destination curtain (external)

Motorola Maritak 2-Way Radio Set

Sportworks - front-mounted, 2-position bike racks (incrementally updating to 3-position)

Air Conditioning: 8100-8107, 9831-9840, 2201 - 2238 fleets

Kneeling and Wheelchair Accessible - Lift or low-floor w/ramp.

PARATRANSIT VEHICLES*(data as of April 11th, 2008)*

Vehicle #	Manufacturer	Model	Year	VIN	License #	Mileage	Location	
104	CHEVROLET	VENTURE	2001	1GNDX03E71D157031	E-1060819	106078	SCT	
105	CHEVROLET	VENTURE	2001	1GNDX03E61D156713	E-1060820	90293	SCT	
106	CHEVROLET	VENTURE	2001	1GNDX03E11D157316	E-1060818	108626	SCT	
107	CHEVROLET	VENTURE	2001	1GNDX03E31D158077	E-1060822	108241	CCAB	
108	CHEVROLET	VENTURE	2001	1GNDX03E31D162095	E-1060821	107270	CCAB	
109	CHEVROLET	VENTURE	2001	1GNDX03EX1D160120	E-1060825	95769	ParaCruz	
110	CHEVROLET	VENTURE	2001	1GNDX03E11D157428	E-1100004	94514	CCAB	
			Fleet Age	7	Count	7	101,542	Avg.Mi.

205	CHEVROLET	VENTURE	2002	1GNDX03E62D158429	E-1120726	119885	ParaCruz	
206	CHEVROLET	VENTURE	2002	1GNDX03E22D155107	E-1120725	111311	ParaCruz	
207	CHEVROLET	VENTURE	2002	1GNDX03E32D155195	E-1101687	115086	ParaCruz	
208	CHEVROLET	VENTURE	2002	1GNDX03E72D155667	E-1101688	116406	ParaCruz	
209	CHEVROLET	VENTURE	2002	1GNDX03E42D156016	E-1146494	70942	ParaCruz	
			Fleet Age	6	Count	5	106,726	Avg.Mi.

305	CHEVROLET	VENTURE	2003	1GBDX23E13D263860	E-1150932	86497	ParaCruz	
306	CHEVROLET	VENTURE	2003	1GBDX23E93D266425	E-1150996	56520	ParaCruz	
307	CHEVROLET	VENTURE	2003	1GBDX23E63D266169	E-1150926	56433	ParaCruz	
308	CHEVROLET	VENTURE	2003	1GBDX23E73D266505	E-1150925	81532	ParaCruz	
309	CHEVROLET	VENTURE	2003	1GBDX23E83D263595	E-1150993	85059	ParaCruz	
310	CHEVROLET	VENTURE	2003	1GBDX23E13D265592	E-1163039	94026	ParaCruz	
311	CHEVROLET	VENTURE	2003	1GBDX23E43D267367	E-1150995	101343	ParaCruz	
312	CHEVROLET	VENTURE	2003	1GBDX23E63D264812	E-1150923	101908	ParaCruz	
313	CHEVROLET	VENTURE	2003	1GBDX23E33D266713	E-1150924	104410	ParaCruz	
314	CHEVROLET	VENTURE	2003	1GBDX23E83D263872	E-1150992	96786	ParaCruz	
315	CHEVROLET	VENTURE	2003	1GBDX23E33D264556	E-1150991	102828	ParaCruz	
316	CHEVROLET	VENTURE	2003	1GBDX23E93D265470	E-1163040	95919	ParaCruz	
317	CHEVROLET	VENTURE	2003	1GBDX23EX3D263288	E-1163038	95412	ParaCruz	
318	CHEVROLET	VENTURE	2003	1GBD23XE53D263845	E-1163037	102305	ParaCruz	
319	CHEVROLET	VENTURE	2003	1GBDX23E33D265786	E-1150994	102011	ParaCruz	
320	CHEVROLET	VENTURE	2003	1GBDX23E03D263848	E-1150933	99574	ParaCruz	
321	CHEVROLET	VENTURE	2003	1GBDX23E83D264830	E-1150930	92817	ParaCruz	
			Fleet Age	5	Count	17	91,493	Avg.Mi.

2401	FORD/GOSHEN	GCII	2003	1FDXE45S43HB85219	E-1172516	65770	ParaCruz
2402	FORD/GOSHEN	GCII	2003	1FDXE45S23HB85221	E-1172519	82297	ParaCruz
2403	FORD/GOSHEN	GCII	2003	1FDXE45S63HB85240	E-1172515	70242	ParaCruz

APPENDIX B: FLEET INVENTORY

Vehicle #	Manufacturer	Model	Year	VIN	License #	Mileage	Location
2404	FORD/GOSHEN	GCII	2003	1FDXE45S	E-1172518	39774	ParaCruz
		Fleet Age	5	Count	4	34,981	Avg.Mi.
2603	FORD/AEROTECH	Aerotech	2006		E-	40773	ParaCruz
		Fleet Age	2	Count	1	40,773	Avg.Mi.
2604	FORD/Transporter	Transporter	2007		E-	2949	ParaCruz
2701	FORD/Transporter	Transporter	2007		E-	3313	ParaCruz
		Fleet Age	1	Count	2	40,773	Avg.Mi.
		Avg. Age	6	Total	34	92,135	Avg.Mi.

NON-REVENUE VEHICLES

(data as of April 11th, 2008)

Vehicle #	Manufacturer	Veh. Type	Year	VIN	License #	YTD MILES
121	GMC	Parade Bus	1951	TGH3101496	E-1002012	N/A
842	GMC	Bus	1976	T6H4523N2342	E-681577	861,848
900	RDSTR	Trailer	1984	1M6FERE18E1001099	E-323227	N/A
901	SPCNS	Trailer	1986	CA470970	E-322019	N/A
902	DARGO	Trailer	2003	5HGBC10173M001068	915190	N/A
8026	INTERNATIONAL	Service Truck	1985	HTLDMJL6GHA15346	E-484756	144,425
8027	CHEVROLET	Sedan	1986	GIAW19WOG6142820	E-484717	86,844
9700	FORD	Van	1997	1FMCA11U7VZC24625	E-994290	230,606
9850	FORD	Sedan	1998	1FAFP66Z6WK259982	E-041545	45,549
9950	FORD	Cargo Van	1999	1FTNE24Z6XHB94217	E-1032379	47,127
9951	FORD	Cargo Van	1999	1FTNS24Z7XHB94218	E-1032382	69,906
001	FORD	Van	2000	1FMNE31M3YHA99299	E-1047405	129,720
002	FORD	Van	2000	1FMNE31M6YHA99300	E-1047406	130,180
003	GMC	Van	2000	1GKDM19WXYB545419	E-1087779	78,348
101	FORD	Flat Bed Truck	2001	1FDWF36S81EA24730	E-1087782	25,875
102	DODGE	Van	2001	2B4JB25T41K517327	E-1087781	107,170
103	FORD	Service Body	2001	1FTNF20L51EA53355	E-1087780	34,810
116	TOYOTA	Sedan	2001	JT2BK12U710037002	E-1035705	25,143
201	FORD	Explorer	2002	1FMZU63E22UA23812	E-1087798	214,804
202	FORD	Explorer	2002	1FMZU63E42UA23813	E-1087797	184,792
203	TOYOTA	Sedan	2002	JT2BK18U020042342	E-1120610	13,016
301	FORD	Van	2003	1FDNE31MX3HA85716	E-1161798	81,580
302	FORD	Van	2003	1FDNE31M13HA85717	E-1161797	84,802
303	FORD	Van	2003	1FDNE31M33HA85718	E-1161796	87,892
304	FORD	Van	2003	1FDNE31M53HA85719	E-1161795	84,118
401	CHEVROLET	P/up Truck	2004	1GCEC14T34E338282	E-1168859	19,011
501	HONDA	Sedan	2005	JHMES96625S014802	E-1192214	16,132
502	HONDA	Sedan	2005	JHMES96645S014803	E-1192215	7,787
503	FORD	Explorer	2005	1FMZU63E75ZA68655	E-1192233	102,867
504	CHEVROLET	P/up Truck	2005	1GCGC24U85E265158	E-1192234	12,863
505	CHEVROLET	P/up Truck	2005	1GCGC29UX5E266014	E-1209457	12,498
601	CHEVROLET	P/up Truck	2006	1GCCS146968298943	E-1226369	17,491
602	FORD	Explorer	2006	1FMEU63E56ZA19504	E-1226386	44,304
603	FORD	Service Body	2006	1FDNF20547EA22958	E-1241259	6,760
705	FORD	Sedan	2007	1FAHP34N17W183475	E-1263659	27,002
706	FORD	Sedan	2007	1FAHP34N37W183476	E-1263660	27,594
707	FORD	Sedan	2007	1FAHP34N57W183477	E-1263661	25,974
708	FORD	Service Truck	2007	1FDAF56Y77EB28208	E-1253042	8,869
709	FORD	Sedan	2007	1FAHP34N57W312544	E-1263688	14,595

APPENDIX C: METRO WEBSITE EVALUATION

The use of websites by transit agencies has gone from a technical option to an important component of its information system. This change is a direct reflection of how the internet is now a mainstream form of real-time information for today's society. The latest US Census household survey¹ found that 70 million American households, or 62% of total households, had one or more computers and nearly 60% of households use the internet on those computers. This statistic is part of an upward trend in computer ownership that started at only 8% in 1984 and grew 12.6% between 2001 and 2003. Most recently, broadband technologies have sped up the internet connections making surfing the web more accessible and convenient than ever before.

Santa Cruz METRO, like many other transit agencies across the country, should use this resource to inform its current riders of available service options and updates and as a tool to attract new riders. For many transit users the agency's website is the primary source of information, and often times provides the initial representation of the agency. Providing and maintaining an updated, accurate website that is informative and easy to use for the general public, should be a high priority for METRO staff.

A number of resources are available to help transit agencies in developing a successful website. This following analysis used a combination of resources to assess METRO's current website and in the development of recommendations for the website.

BACKGROUND MATERIALS

General website design heuristics were taken from the practice of usability engineering and human factors engineering. These materials provide guidance of user interface design for websites that lead to increased user efficiency and satisfaction with web-based interfaces. These materials included the useit.com website, *Usability Engineering* (Nielsen, 1994), and *Human Factors Engineering* (Wickens, Gordon, Liu, 1997).

The Transit Cooperative Research Program (TCRP) Synthesis 43 Report: Effective Use of Transit Websites provides a summary of information collected from 47 transit agencies across the US. Information was collected from transit website managers, analysis of server logs showing website usage, market research results from various agencies, and relevant literature.

The Intelligent Transportation Systems (ITS) division of the U.S. Department of Transportation has developed an on-line handbook for the development of public transit websites. This site is located at www.its.dot.gov/transit_dev/guidelines/main.asp and provides a summary of design principles for the development of transit websites. The checklist for website recommendation from this sources has been included at the end of this Appendix.

The Federal Transit Administration (FTA) and METRO magazine regularly recognize top websites with the transit industry and publish the results. Due to the rapidly developing nature of website design and the constantly changing interfaces by many of the most advanced transit websites, many have been modified since they were first recognized. A select number of these sites were used and referenced as best in industry examples.

¹ Data is from the Computer and Internet Use Supplement to the October 2003 Current Population Survey.

Results from METRO's current online survey were also used to obtain METRO-specific usage patterns and preferences. Seventy-five of the most recent results were obtained and coded for use in the analysis.

WEBSITE CONTENT AND USAGE

The role of web-based communication through an online website is an extremely useful tool in providing direct information to those individuals with access to the internet. This tool has been found to be useful in automating several tasks that were traditionally time consuming and costly for many transit agencies². These tasks include the printing of route schedules, publishing of job listings, and advertising of job procurement opportunities. Web page use has also reduced call volumes to customer service agents, minimizing the time spent in answering questions related to the transit operations and scheduling.

Transit website features and their use differ between agencies. According to the results obtained from 33 transit agencies as reported in the TCRP Synthesis 43 report on Effective Use of Transit Websites, the most common content provided on websites by transit agencies include:

<u>Content</u>	<u>% of Agency Websites Displaying Content</u>
Fares	100%
Schedules	97%
Route maps	94%
Accessibility information	91%
ADA (paratransit) services	88%
Employment	85%
Press information/service updates	82%
System map	79%
Special event information	79%
Procurement information	70%
What's new	67%
Links to other transportation sites	67%

The most commonly used content features are schedules/timetables and maps which can be classified as primary information. The same TCRP report cited that server logs and survey responses from 28 transit agencies found that 96% of all usage was for schedules or timetables and 61% for maps. The other content, or secondary information, which received at least 1% of hits in this study included:

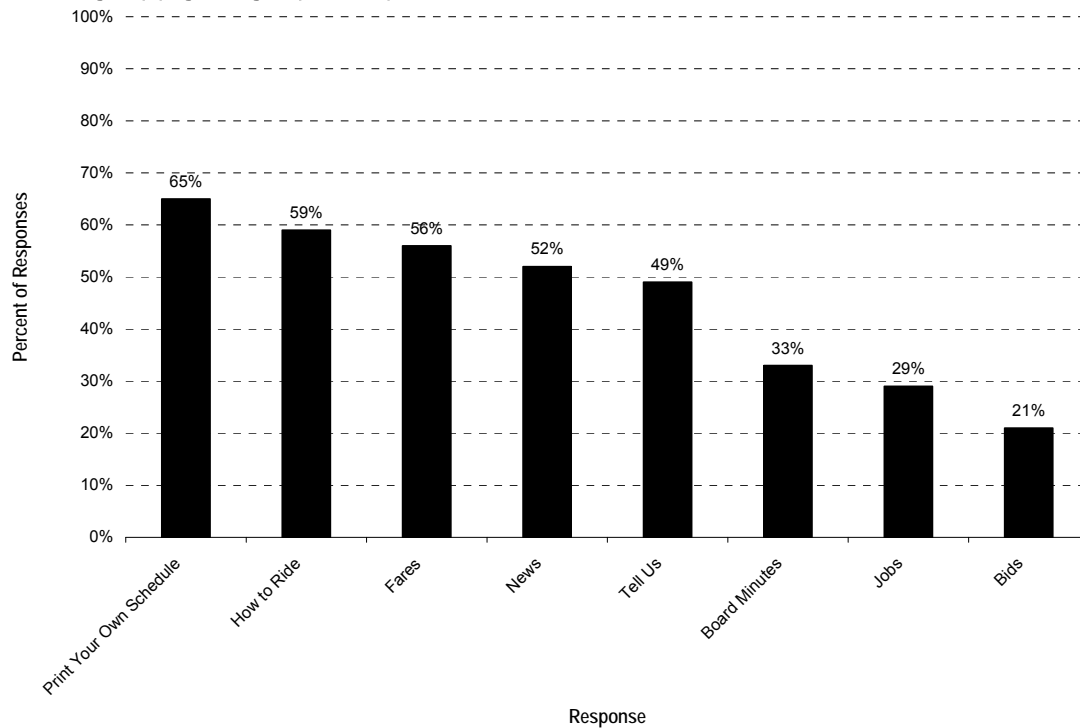
- Fares
- Pass information
- "About the agency" pages
- Employment
- Trip planner
- Various "how to ride" pages

² TCRP Synthesis 43: Effective Use of Transit Websites

- News
- Events
- Service expansion information

Similar results for website content preferences were displayed by METRO website users. Figure 1 shows the “Print Your Own Schedule” page was the most commonly accessed page within the website followed by the “How to Ride” and “Fare” page. The usage is much more balanced than the results of the agencies surveyed in the TCRP publication.

Figure 1: Page by page usage by the respondents



ANALYSIS OF CURRENT WEBSITE SURVEY

The current METRO website offers users the ability to complete a web-based survey to solicit feedback on their use and satisfaction with the current website. The link that takes you to the survey simply tells the user “Click Here to Take a Survey”. The website then presents the user with 23 questions (less for those who haven’t ridden a bus or used the site to plan their transit trip) to be answered toward completion of the survey. An open ended comments box is also available at the end of the survey.

The use of the survey results was felt to be important because it was feedback from primary users of the site. A few things should be kept in mind when reviewing the results. The first is the fact that five of the questions on the survey have default responses that indicate favorable preferences. (what do we know about favorable preferences? Cite example) If the user decides not to participate in the survey and hits the Submit Info button at the bottom of the page, these responses would be added the overall results. The motivation of those using the survey may also impact the results. Since the

survey is voluntary, those choosing to participate may be users that are angry or upset about a certain aspect of the service and want to use the link to vent their comments.

With that said, the most recent 75 website survey responses were obtained and used as the sample population. These survey results were coded and analyzed and are presented in chart form in at the end of this Appendix. The key findings from this analysis showed the following:

- Almost half of all users are frequent users of the website (visited the site more than 10 times)
- The most common reason for the website visit was to find bus schedule information (64% of responses)
- Ease of navigation through METRO's site was average, compared to other websites, (42% of responses)
- The majority of respondents felt the webpages loaded quickly (72% of responses)
- 87% of respondents had previously ridden a METRO bus
- 73% of respondents used the information from the website to plan a trip on a METRO bus
 - Of those who used the website to plan a trip, 59% felt the information was very accurate while the remaining 41% felt it was somewhat accurate
 - Of those who used the website to plan a trip, 88% said they would use it again for that purpose
- 67% of respondents who have never ridden a METRO bus said the presence of information on the web would increase their likelihood to ride a METRO bus in the future
- 92% plan to visit the METRO website again
- 91% have access to a computer at home
- 88% have access to a computer at work or school
- 57% of respondents are females and 43% are males
- 45% of respondents live in the city of Santa Cruz
- Over half of the respondents are between the ages of 18 and 35, with another 23% between 46 and 55.

Overall, the respondents seemed relatively content with the performance of the website. As mentioned earlier, the default settings for some of the questions may have resulted in misleading results which should be kept in mind when drawing conclusions from the results.

The general comments portion at the end of the survey was a mixture of complaints resulting from poor on-time performance to suggestions for service improvements. Those relating to the content of the website were the following:

- Include a trip planning tool that creates a transit itinerary based on an origin and destination input
- Give the site a more professional look/update website graphics
- Provide a system map showing all routes

- Allow bus passes to be purchased online

EVALUATION OF THE CURRENT METRO SITE

Using the background materials listed above, the following is an assessment and evaluation of the current website offered by METRO. The end of this Appendix provides screenshots of well designed websites that display organizational and functional features that METRO should incorporate into their site.

Inefficient Site Design

METRO's current website is not lacking in content, but the layout and overall look and feel of the site is cluttered and clumsy. The current interface is text heavy and does not lead the user toward the primary information of interest. The long loading time of the home page, low graphic resolution, and lack of organization are areas METRO should improve upon.

Lack of Trip Planning Tools

Frustration may arise from new users during their visit. The lack of a trip planner or system map does not allow new users (student, resident, tourist, etc.) to find out which route they can take to get from their origin to their destination. This could result in a missed opportunity for a new rider or a loss of a current rider.

Untimely Information Updates

The website fails to provide consistently updated information for its users. According to the site monitor located at the bottom of the home page, the current homepage was last updated July 9th, 2001. Other pages have experienced more recent updates, such as the News page updated on January 4th, 2007. The lack of updating these pages shows users the site is unmaintained and deters users from relying on the site for scheduling or service changes that could significantly affect their trip.

Lack of a Professional Image

The current website is quickly becoming outdated.(source – example) With the rapid development of the website design industry and flash technology, today's websites are much more advanced than those of just a few years back. METRO's website reflects the look and feel of a website of the past. This representation of the agency on web portrays an unprofessional image for METRO that should be addressed in future builds.

Difficult Usability of Website

Usability gives the site its functionality for the user, which is a key measure of how good the site really is. In the context of web design, usability is commonly defined by; the ease of learning how to use the site, the efficiency of the use at the site, the memorability of functionality within the site, the minimization of errors while using the site, and the overall satisfaction of use at the site. METRO's current site displays characteristics such as inconsistent navigation bar locations and an abundance of text that decrease the usability and extend search times for the user.

RECOMMENDATIONS FOR METRO

METRO's current website is becoming outdated and lacks many of the modern design features and heuristics that are common among today's transit websites. (for example) The following recommendations were developed using the results of METRO's current online survey, results from

other transit agency's experiences with website use, and usability engineering principles as they relate to website design.

METRO's current website survey results were used alongside industry best-practice standards (developed by...) to develop recommendations METRO can use to update and/or recreate its current website. These recommendations are presented below in the areas of interface design, site functionality, and marketing.

Interface Design

To improve the usability of METRO's site and increase the aesthetic and professional image of the page, the following recommendations are suggested. To help illustrate these recommendations, five transit agency home web pages have been provided at the end of this Appendix. These sites were recognized by either the FTA or METRO magazine as good examples for transit websites.

1. **Brand the site to reflect the identity of the agency (METRO).** Displaying a nice clean logo and maintaining a color scheme representative of the agency (yellow and blue) will give the site a look and feel that is representative of the agency.
2. **Provide a universal navigation bar and prioritize its contents.** The home page should set the standard for the navigation bars and they should not change appearance or location within the other pages of the website. This standardized navigation will help the user keep track of where they are on the site and improve navigability.

Information presented in the navigation menu should be prioritized based on use. Results from the METRO website usage shows route/system map and schedule information account for 70% of all primary uses of the website. Research from other website usage revealed that these functions accounted for nearly 96% of all activity on transit websites. These results highlight the importance of these functions which should be given priority in the navigation element of the site's design.

Secondary use information should be located further down (vertical design) or to the right of (horizontal design) the primary functionality on the navigation bar. Secondary and primary information links should also be located at the bottom of all webpages. Placing these links in both places will allow the user to navigate at the top of the page and at the bottom if the page extends further than one screen.

3. **Incorporate icons.** Icon use increases the legibility of a site which will lead to a reduction in search time and user frustration. Icons are also universal in language which can communicate to a larger audience.
4. **Improve readability and legibility.** If text is appropriate on the page, be sure to maintain a good contrast between it and the background. This usually means a dark text on a white background or a reverse out using a white text on a dark background. The white background tends to be the preferred method but both are effective. The use of serif fonts should also be avoided.

Site Functionality

The usefulness of the site to the user varies based upon the functions available to them. Technological advances now allow transit websites to offer full trip planning application and real-

time monitoring services. These advances in technology have changed the role of websites from a static posting board of information to a dynamic streaming source of information, increasing the overall usefulness of the site, as well as the cost and amount of programming required. (what amount of time/energy/\$ needed to update site on ongoing basis?) Today's Internet user commonly expects this level of functionality and METRO should make efforts to include these in its website update. The following recommendations are suggested for METRO to incorporate in their updated website:

1. **Include the option of dynamic trip-planning tools.** Trip planning tools found on transit agency websites allow users to enter an origin, destination, and departure or arrival time and have a detailed trip itinerary be produced. This tool should provide this information for the service area and also refer the user to other agency trip planning tools (511.org, MST trip planner, Greyhound, etc.) if the origin or destination is outside METRO's service area.

Trip planning tools range in sophistication based upon the software capabilities of the agency. The more advanced tools allow the user to input a specific origin and destination address, start or end time of day for the trip, and fare category and then provide estimated travel costs and travel times for all modes included in the trip including walk time to the transit station and transfer wait times. Less expensive (do we know range of costs?) tools simply provide the user with a pre-determined list of origins and destinations within the service area and options for departure/arrival times from which an itinerary will be produced based on a simple query function. (what does it take to put that info together – both time and cost – who did current site?)

One option for implementing this tool would be to purchase a module to interface with METRO's current scheduling software. HASTUS, METRO's current scheduling software, offers modules that allow trip planning functionality to be used with a web browser. The HASTINFO module for trip planning can work with METRO's current HASTUS database to provide its customers with this functionality. Agencies currently using this trip planning tool online include Orange County Transportation Authority (OCTA), Kansas City Area Transportation Authority (KCATA), Mississauga Transit in Ontario, Canada, and Charlotte Area Transit System (CATS).

METRO should also consider interfacing with Google Transit™ Trip Planner to provide trip scheduling functionality for its users. HASTUS announced last December that their interface is now compatible with the Google Transit™ program, allowing a direct feed of the necessary information to the application. METRO should consider pursuing this option and providing a link to Google Transit™ from their website for those users interested in the trip planning functionality. Nine of the current twelve transit agencies that use Google Transit are HASTUS users, demonstrating the high degree of compatibility between the two systems.

2. **Allow email exchange to occur between METRO and its users.** Email is a key method of communication in today's society and an easy way for METRO to keep connected with its riders. This form of communication requires METRO to obtain email addresses from its users. These addresses can be obtained through a number of different methods including a link on their website or an on-board flyer. METRO can also incorporate a question into other survey forms that asks the user for their email and whether or not they would like to receive updates via email. This communication method allows METRO to keep their riders informed of immediate service issues such as construction delays and community outreach events.

3. **Allow schedules and route maps to be downloaded to a portable wireless device.** Many transit websites allow schedules, route maps, stop information, and system updates to be downloaded directly to a portable device such as a PDA, cell phone, or Apple iPOD. Agencies with GPS equipped vehicles and wireless transmittal technology also offer NextBus technology that provides real-time information of bus and rail cars location to the user in the field via their wireless device.

A wide range of functionality exists between the various ways agencies provide this tool. Although METRO currently does not possess the GPS technology required for many of these web-based tools to exist, it should be a future goal of the agency. The more sophisticated websites use NextBus technology which provides up to the minute information showing where a current bus is located along its route and when it is anticipated to arrive at a specified stop. Less sophisticated tools simply provide the user with a screen shot of their vehicle monitoring screen which shows the location of all the vehicles within the system. The updating properties are based upon the specified refresh rate of the web-based application. (more info on cost etc.)

4. **Design for the METRO user.** METRO's passenger profile data from the recent fixed route on-board survey shows that nearly half of passengers using the system are between the ages of 18-23. These ages tend to rely on the Internet for their primary source of information and media. Enhancements to the current site will be appreciated by these users.

Although many of the current users may be computer/Internet savvy, the site should also accommodate those who are not as familiar with the internet including the elderly population and/or speak Spanish as their primary language. To meet the needs of these users, the website's interface should be relatively simple and intuitive. Text, icons, and hyperlinks should be legible and simple to read. The site, or another form of the site, should also be available in Spanish for those who do not speak English as their primary language. (ask UCSC and Cabrillo students for ideas? Can any of tech stuff be done by UCSC??)

5. **Provide schedules and maps that are user-friendly.** Due to the high demand of schedules and map information on transit agency websites, their presentation on the website should be carefully designed. As stated earlier, the link to their location should be given priority on the home page and may even warrant a separate link outside the standard navigation bar.

The formatting of maps and schedules should be provided in both html and pdf formats. The html format loads quicker and should be the default setting for the website. The pdf format allows the maps and schedules to be formatted to a printable version and allows additional functionality provided by the third party (Adobe) software such as zooming capabilities.

The website's maps should be easy to use and provide the user with reference points to assist in the legibility. Displaying the major roadway network, local streets which the route operates on, adjacent routes, all designated stops (either on the map or in a list), transfer locations, and major landmarks to orient the rider of the routes location should be a goal of these maps.

MARKETING

The website should be used as a tool for METRO in its pursuit to recruiting and retaining transit users. The interface design and site functionality recommendations will give METRO a website that meets the needs of the transit user. The marketing component of this tool will help increase its exposure and use. The following recommendations were collected from the background reference materials listed above and should be considered by METRO.

1. **Advertise the site.** The website URL address should be included on all marketing material and displayed alongside the mailing address in the agencies contact information. This address could also be displayed on the agency's vehicles, fare medium, and schedules/system map. (example)
2. **Link the site.** METRO should create links to complimentary sites including regional transit providers, higher learning institution, car-share vendors, and tourist-related websites in Santa Cruz and the greater service area. An effort should then be made to have these outside website include METRO's link on their website.
3. **Meet the needs of special user groups.** METRO should consider design special features into the website that addresses the specific needs of certain user groups such as college students, tourists, and over the hill commuters and disability community – aren't there standards for disability comm users?/These pages can provide these users with specific resources that will help them plan their trip with METRO and increase ridership systemwide.

US DOT INTELLIGENT TRANSPORTATION SYSTEMS HANDBOOK RECOMMENDATIONS FOR TRANSIT WEBSITE DEVELOPMENT

Available online at: www.its.dot.gov/transit_dev/guidelines/main.asp

STRUCTURE AND CONTENT

	Item
□	<p>Information on where and when service is provided is grouped together and subdivided as Itinerary Maker, System Map, Route Maps, Schedules, and Place Directory</p> <p>Each of these may be on different pages and use different menu items, but they should still be near each other.</p>
□	<p>System Map is provided.</p> <p>Not necessary for transit systems with one or less scheduled routes.</p>
□	<p>Itinerary maker or place directory provided.</p> <p>An itinerary maker displays an itinerary using information obtained through an electronic form for origin, destination, and times.</p> <p>A place directory is a list of all places (e.g., streets) in the service region with the routes that serve them. An itinerary maker is preferred but tends to be more expensive.</p> <p>Not necessary for transit systems with one or fewer scheduled routes.</p>
□	<p>All route-specific information together organized by route.</p> <p>All transit systems with scheduled routes should have schedules (timetables) on the site.</p> <p>Any routes with more than two stops should have a route map on the site.</p> <p>May also include:</p> <ul style="list-style-type: none"> • Descriptions of each stop including its exact location, map (e.g., of a large station), parking availability, bicycle or pedestrian access, and accessibility. • The real-time state of elements of the transit system, such as the location of each train, or the estimated time for the next bus at a particular stop. As long as the resulting page is not too long, the route map, schedule, and other route information may all be one page.
□	<p>Information across modes grouped together.</p> <p>For example, the site should not be divided into bus and subway service.</p>

	Item
<input type="checkbox"/>	<p>Information about fares grouped together.</p> <p>As applicable for the transit system, this should include:</p> <ul style="list-style-type: none"> • Cost information • Available discounts including details of any limitations. • Transfer policies. • Available types of fare media. • Payment options, both when paying on the transit vehicle and when purchasing fare media. • Locations where fare media can be purchased. <p>May include a capability to purchase fare media on line.</p> <p>Explicitly say that the fare is free if that is the case</p>
<input type="checkbox"/>	<p>Rules, policies, regulations, and tips for transit customers all grouped together.</p> <p>This should include:</p> <ul style="list-style-type: none"> • Policies and regulations for using the service. • Advice and explanations on using it (e.g., how to read a schedule, how to signal a bus, dates when service is attenuated or suspended, places or procedures to get printed copies of maps and schedules).
<input type="checkbox"/>	<p>Accessibility information grouped together.</p> <p>This includes any demand-response service provided to the disabled or elderly. If such service is provided, the site should provide:</p> <ul style="list-style-type: none"> • Geographic region serviced, and times and dates provided. • Qualifications a customer must possess to qualify for service, including detail on any documentation the customer must provide. • The application procedure a customer follows to seek approval to use service. May include contact information and application forms for downloading or on-line submittal. <p>The site may also provide an explanation or feature for requesting service for a particular trip, including a means to check and cancel requests. An on-line request feature typically needs</p>

	Item
	to be provided in a secure portion of the site.
□	<p>All business and administration information grouped together.</p> <p>This should include:</p> <ul style="list-style-type: none"> • Employment opportunities in the transit system, the procedure for applying, and any necessary contact information. • Likewise for contracting opportunities. • Announcements of public meetings. <p>This part of the site may also include:</p> <ul style="list-style-type: none"> • Press releases and general announcements other than those immediately affecting trip planning (e.g., appointment of new personnel, approval of a new budget, start of new construction, purchase of new vehicles). • Management, personnel, and institutions charged with operating the transit system. • History of the transit system. • Operating statistics of the transit system (e.g., average riders per day, annual budget). <p>None of this information should be on the home page, and the link for this information should not be on the menu.</p>
□	<p>Contact Information grouped together.</p> <p>This includes phone numbers, email, and physical mail addresses for comments, compliments, complaints, or questions about the transit service or the web site.</p> <p>All web sites should at least have a telephone number.</p>

The following content is also recommended:

- Rider alerts that immediately affect trip planning, such as permanent or transitory changes in schedules, routes, or fares.
- Search feature that lists links to all pages that contain user-entered words (recommended if over 100 pages in the site).
- Site index or outline of links to all pages in the site (recommended if over 20 pages in the site).

- Links to web sites likely of interested to transit system customers. These includes sites for
 - Other transit systems in the same area.
 - Intercity train or bus terminals.
 - Airports.
 - Ferry services.
 - Traffic information.

Riders may also appreciate links to common destinations such as schools, universities, parks, sports arenas, or tourist attractions.

Some transit web sites also choose to have a "Kid's Zone" with games, quizzes, and facts aimed at young children.

Menu and Labels

	Item
□	<p>A menu is provided for accessing the site's most used information for trip planning.</p> <p>Typically, the menu includes links for Home, the Itinerary Maker, System Map ("Complete Map"), Route Maps, Schedules, Place Directory, Fares, Rules and Tips, and Contact Information.</p> <p>It generally does not include links to administrative information or to demand response services (when scheduled services are provided).</p>
□	<p>The menu is on all pages.</p> <p>It is placed either at the top or along the left side of the page.</p>
□	<p>A selected menu item looks different than a menu item you are pointing to.</p>
□	<p>Link to the home page is in upper left corner of every page.</p> <p>The logo of the transit system is often effective for this.</p>
□	<p>Itinerary maker labeled as "Itinerary Maker," with an icon of a list coming from a computer.</p>
□	<p>The System Map is identified as "Complete Map," with an icon of a paper system map.</p> <p>The term "system map" should never appear anywhere in the site.</p>
□	<p>Route information labeled "Routes" along with an icon of a single solid arrow following a path.</p> <p>Pages that show only the route map without a schedule should be labeled "Route Maps."</p>

	Item
□	<p>Schedules labeled as "Schedules" or "Timetables," with an icon of a clock face.</p> <p>Use either "schedule" or "timetable" consistently throughout your site.</p>
□	<p>Place directory labeled as "<Place Type> Directory" with an icon of a signs pointing directions to places.</p> <p>For example, a directory of streets would be labeled "Street Directory."</p>
□	<p>Fare information labeled as "Fares," with an icon of a dollar sign.</p>
□	<p>Rules and tips labeled as "Rules & Tips" with an icon of the international "No" symbol.</p>
□	<p>Contact information labeled as "Contact Us", with an icon of a telephone handset.</p>
□	<p>The other content is labeled as follows:</p> <ul style="list-style-type: none"> • "Special Services": Services for the elderly and disabled. • "About Us": Administrative information. • "Rider Alerts": Changes to routes or fares • "Kid Zone": Content for young children. • "Site Directory": Site index. • "Links": Link lists. <p>These should be links on the home page, not on the menu for every page.</p>

ALL PAGES

To expedite the evaluation, these items may be checked while also checking the home page, itinerary planner, maps, schedules, and place directory using the subsequent items for those Specific Pages.

	Item
<input type="checkbox"/>	Place information collections on moderately sized pages. As a rough rule, no page should be longer than about 30 brief paragraphs.
<input type="checkbox"/>	Location of the page in the site is indicated. For example, a heading shows the section and sub-section the page is in.
<input type="checkbox"/>	You can link to a more general page. For example, you can link up from a particular schedule to a list of all schedules without using the Back button.
<input type="checkbox"/>	When at the bottom of the page, you can link to site's main areas without scrolling. The "main areas" are the same as those linked with the menu.
<input type="checkbox"/>	Title bar title is the transit system name followed by page label.
<input type="checkbox"/>	Each page has a uniquely displayed title bar title and URL.
<input type="checkbox"/>	Pages are easily read on a 600x800 screen.
<input type="checkbox"/>	Page completely downloads in 10 seconds or less when using a dial-up modem.
<input type="checkbox"/>	Flash, Acrobat (PDF), and other plug-ins are only used when absolutely necessary.
<input type="checkbox"/>	Large amounts of text are neatly broken up and labeled.
<input type="checkbox"/>	Most important and general information is first on the page.
<input type="checkbox"/>	A balance of emphasis visually indicates the page structure. Color, boldness, and size of letters makes the outline of the page clear.
<input type="checkbox"/>	Page produces interpretable printouts. For example, tables are not cropped when printed.
<input type="checkbox"/>	Page is free of technical errors. For example, no "page cannot be found " or other error messages
<input type="checkbox"/>	All text strongly contrasts with background colors.
<input type="checkbox"/>	Background graphics or colors limited use, size, and intensity.
<input type="checkbox"/>	Graphics content is as simple as possible.
<input type="checkbox"/>	All words are text not graphics.

	Item
	You should be able to select and copy any word.
<input type="checkbox"/>	No animation and other moving imagery.
<input type="checkbox"/>	All text is large and easy to read including text in maps and other graphics. All normal text should be at least this large. This is too small
<input type="checkbox"/>	All text is mixed case not ALL CAPITALS.
<input type="checkbox"/>	Lists sorted to make scanning as fast as possible.
<input type="checkbox"/>	Text communicates key information with the fewest words.
<input type="checkbox"/>	Links are only to frequently needed pages for the current page. Any information referred in the page should be linked.
<input type="checkbox"/>	Links and only links use underlining and a specific color. All links should be one color, and that color should not be used for any other text.
<input type="checkbox"/>	You can tell what you are selecting when using a link in a graphic
<input type="checkbox"/>	Each link labeled with the specific name of its destination. For example, no links labeled "Next" or "Top of Page."
<input type="checkbox"/>	It is clear when a link goes to another site.

SPECIFIC PAGES

Home Page

	Item
<input type="checkbox"/>	Home page fully utilized to provide information and links useful for trip planning. A home page should not be dominated by decorative graphics or marketing language.
<input type="checkbox"/>	Transit system and region served clearly identified.
<input type="checkbox"/>	Links provided, as applicable, for Special Services, Administration ("About Us"), Children's Section ("Kid Zone"), the Site Directory, and link lists. Information such as this should be accessed from the home page, not the menu used on every page.
<input type="checkbox"/>	Any specific schedule can be accessed in two clicks or less.
<input type="checkbox"/>	Rider alerts are shown on the home page as headlines with date, affected route(s), and brief summary of the change.

	A single "Rider Alert" link to a page of such headlines is not sufficient
--	---

Maps

To expedite the evaluation, you can check just two or three representative route maps.

	Item
<input type="checkbox"/>	Map images must not be too large to view on a 800x600 screen or download in less than 10 seconds, but text and symbols must not be too small to be easily legible In most transit systems, a low-detail summarizing map of the entire system links to progressively more detailed maps until stops can be shown, but simple transit systems may be able to have a single reasonably-sized and readable map of the system that has enough detail.
<input type="checkbox"/>	All maps have North up.
<input type="checkbox"/>	Each map includes significant roads, places, and other features to indicate scale and location. For example, it is not sufficient to show only the portions of roads on which a bus operates.
<input type="checkbox"/>	Routes on system maps are distinguishable by being shown in different shades and colors.
<input type="checkbox"/>	Maps include a legend showing how routes are represented.
<input type="checkbox"/>	Clicking a map shows more detail at the place you clicked.
<input type="checkbox"/>	You can move among maps geographically laterally. For example, when a detailed system map is divided among pages, links on each page take you to adjacent map pieces
<input type="checkbox"/>	The effect of clicking on a map is indicated somehow.
<input type="checkbox"/>	With each route map, there is a consistently structured text description of the route.

Itinerary Maker

	Item
<input type="checkbox"/>	The electronic form includes instructions, examples, and specific control labels.
<input type="checkbox"/>	Ambiguous or imprecise locations are handled effectively. For example, the itinerary planner lists the best matches of a location entered by a user.
<input type="checkbox"/>	The Results page shows the itinerary planner's interpretation of your input.
<input type="checkbox"/>	Multiple alternative itineraries are generated that all approximately fit your input.
<input type="checkbox"/>	The steps of an itinerary are in chronological order.

Schedules

To expedite the evaluation, you can check just two or three representative routes.

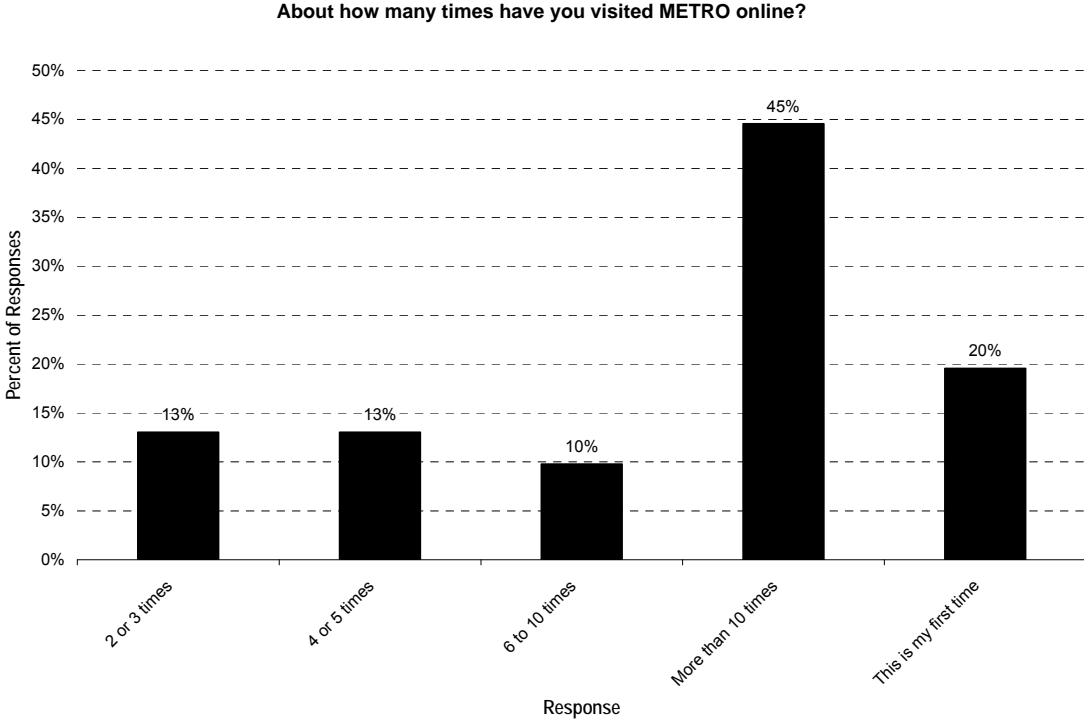
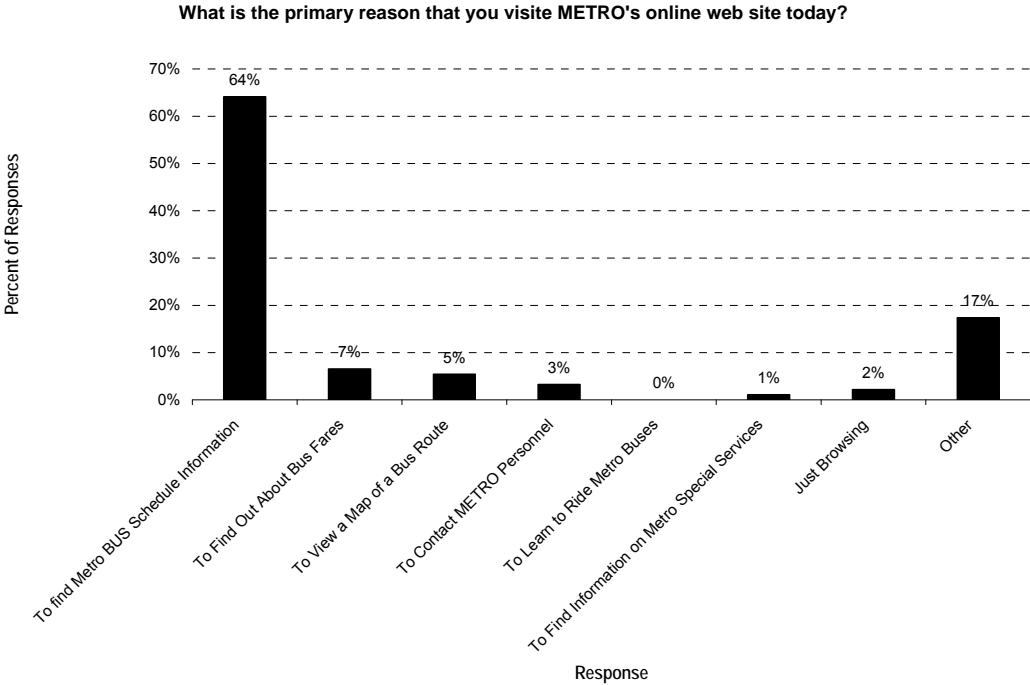
	Item
<input type="checkbox"/>	<p>Rider alert links or information is shown for the schedule they apply to.</p> <p>Such a link or information should only be for an alert that pertains to the displayed schedule</p>
<input type="checkbox"/>	<p>There is no more than one link between a route's schedule and map.</p>
<input type="checkbox"/>	<p>There is no more than one link between a route's schedule and fare information that pertains to that route.</p>
<input type="checkbox"/>	<p>A guide for how to read the schedule (or a link to such a guide) is provided from the schedule page</p>
<input type="checkbox"/>	<p>Schedules are compact but legible.</p> <p>For example, column headers should not stretch the table out unnecessarily.</p>
<input type="checkbox"/>	<p>Table column headers are always in view when the schedule is shown on a 800x600 screen.</p> <p>You should not have to scroll up to see what stop a particular time is for.</p>
<input type="checkbox"/>	<p>Approximately every fifth table row has a divider.</p> <p>Every row should not have a rule.</p>

Place Directory

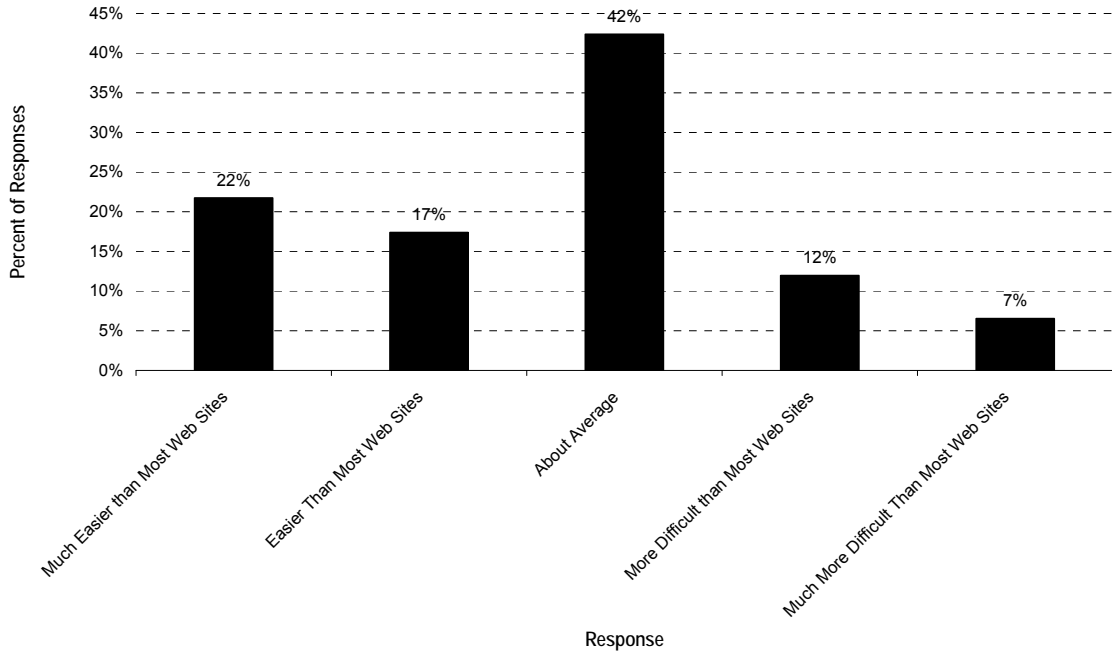
	Item
<input type="checkbox"/>	<p>Place directory is an alphabetically sorted list of places of the same type as the stops.</p> <p>For example, a bus route with stops along the street has a list of streets, while a commuter rail route with stops in various outlying towns has a list of towns.</p>
<input type="checkbox"/>	<p>All major geographic places in the service region are included in the list.</p> <p>The list is not limited to places the routes travel on or stop at. For a street directory, the street index of a commercially available map of your region is a good approximation of the necessary content of a street index.</p>
<input type="checkbox"/>	<p>Places that may be referred to by more than one name are listed under all such names.</p> <p>For example, North Maple St. is found under both "North Maple" and "Maple, North."</p>
<input type="checkbox"/>	<p>Places served by more than one route list each route distinctly.</p> <p>Indicate how each route serves the place differently (e.g., one train is an express, or bus is best for Maple St between 14th and 18th Ave. only).</p>

<p>□</p>	<p>A concise description of key features of the transit system structure is given.</p> <p>This should include information useful for narrowing down the choice of routes, especially for users that cannot use a system map.</p>
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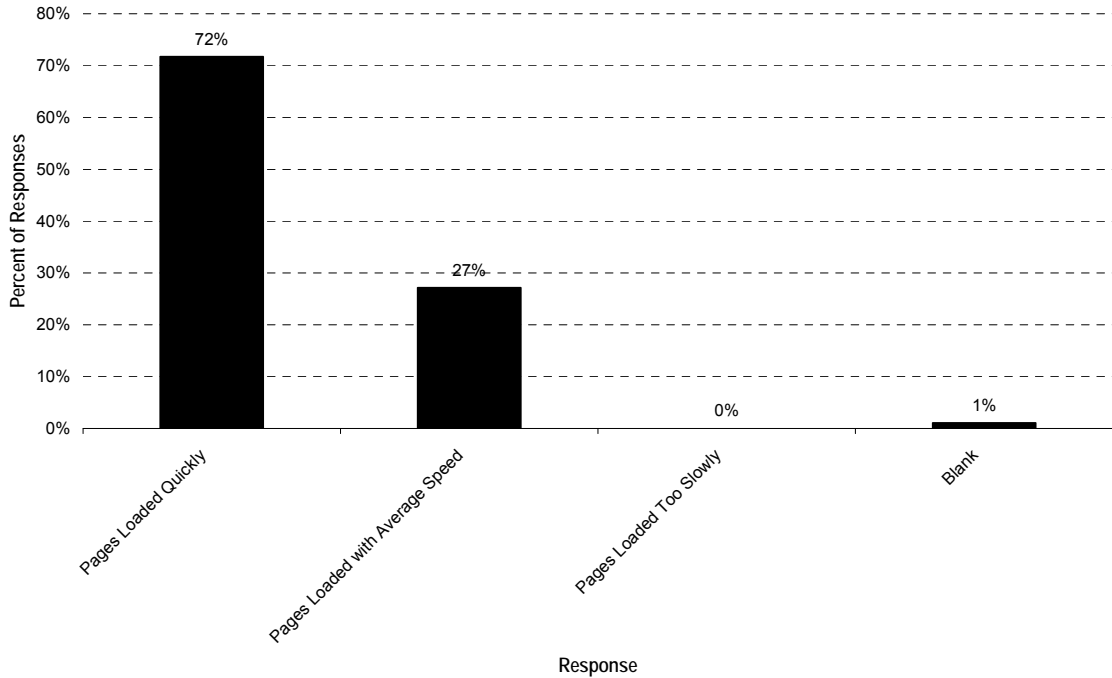
METRO WEBSITE SURVEY RESULTS



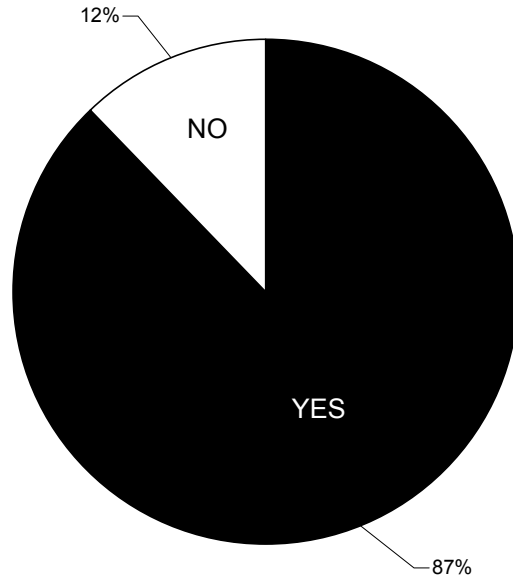
Compared to other web sites that you visit, did you find it easy or difficult to navigate through METRO's web site to the information that you wanted?



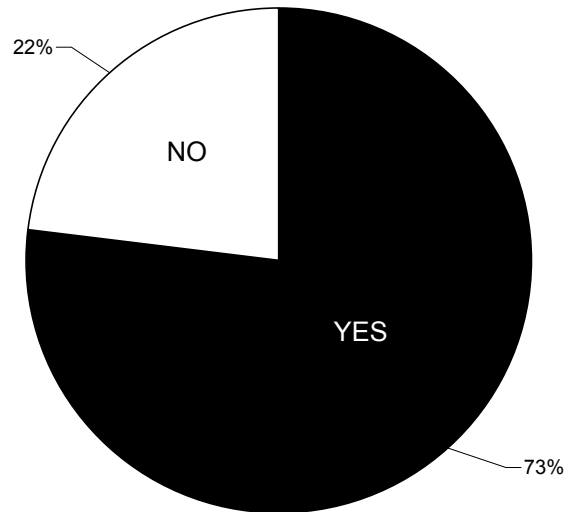
While navigating through the METRO web site, how fast and responsive did you find it?



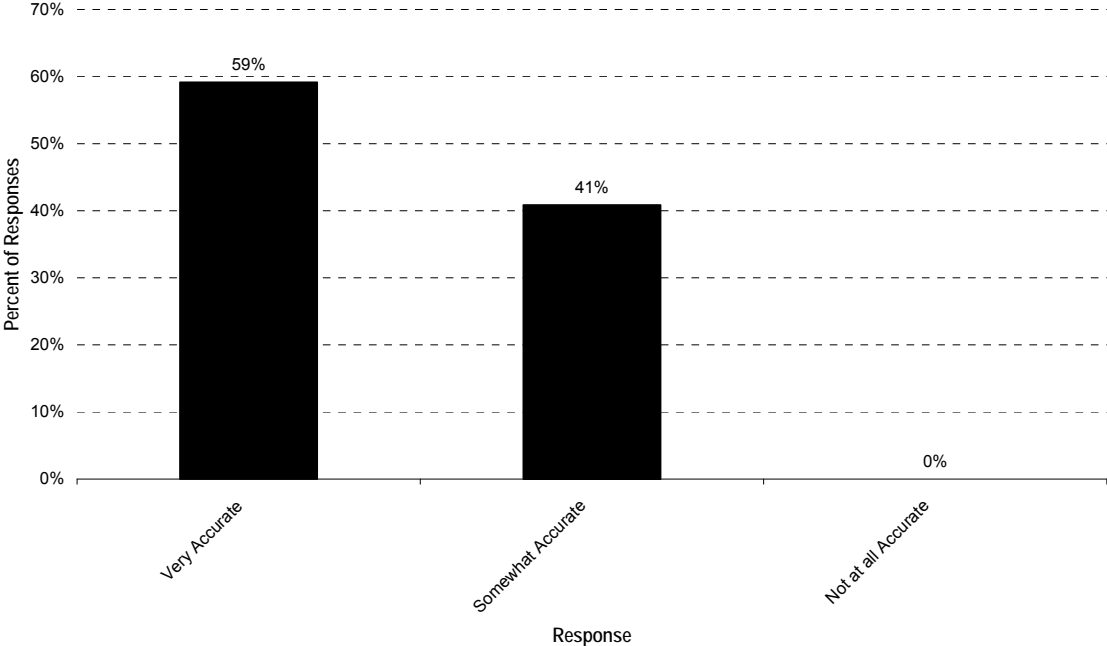
Have you ever ridden a METRO bus?



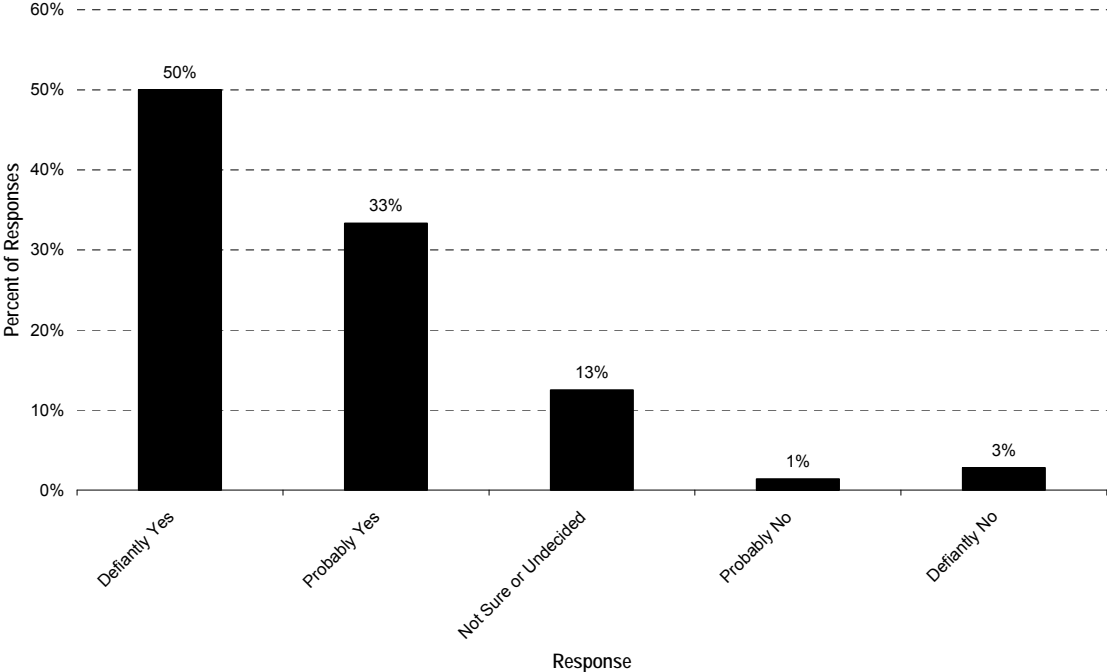
Have you ever used the information from METRO's web site to plan a trip on a METRO bus?



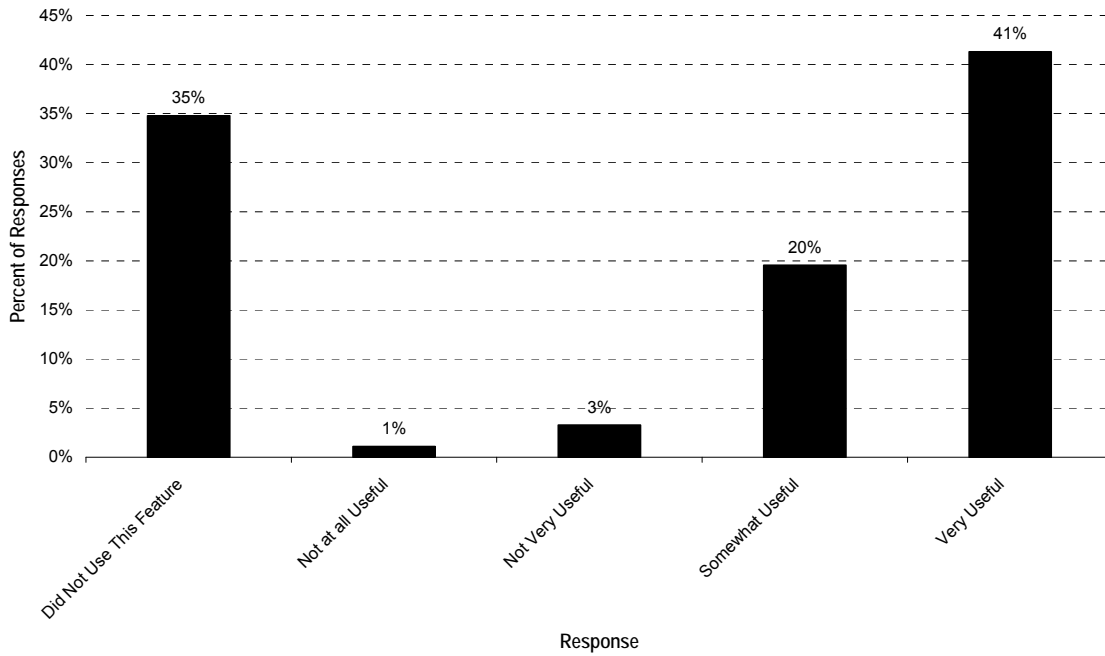
If you have used the METRO web site to plan a trip, how accurate was the information provided?



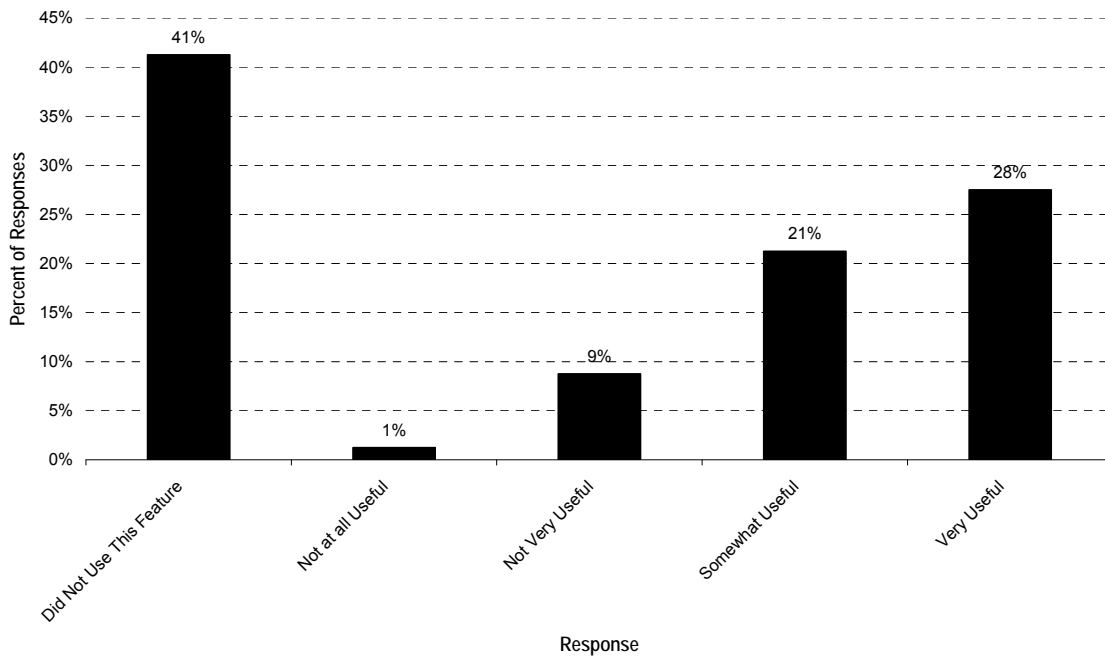
If you have used the METRO web site to plan a trip, will you use it again for trip planning?



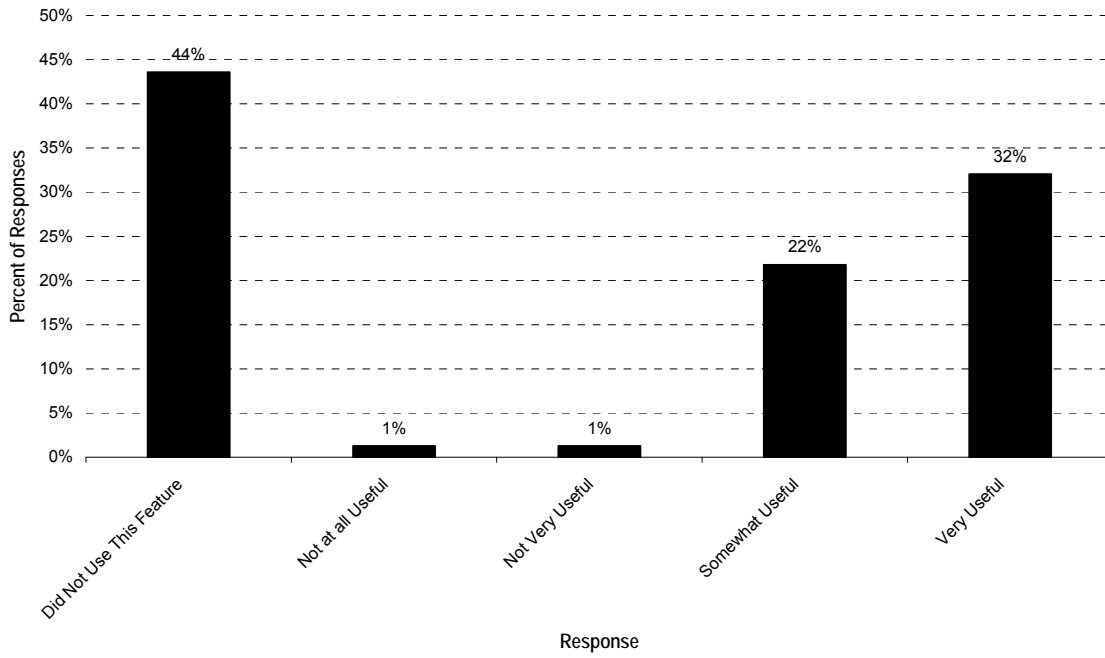
How useful was the following source of information on the METRO website?
"Print Your Own Schedule"



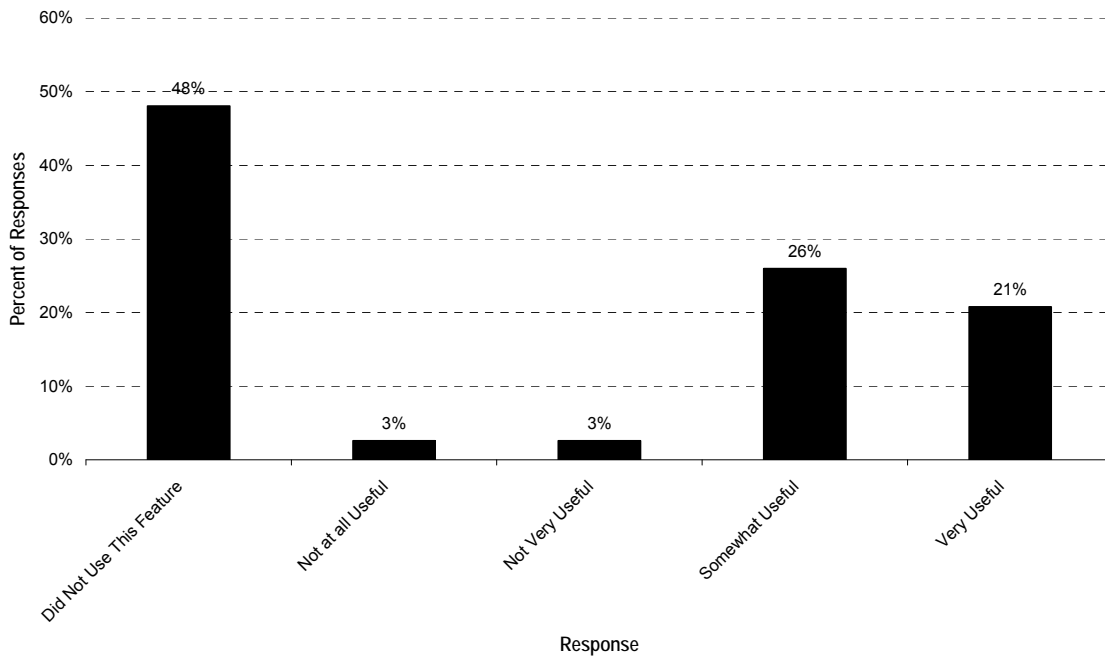
How useful was the following source of information on the METRO website?
"How To Ride Information"



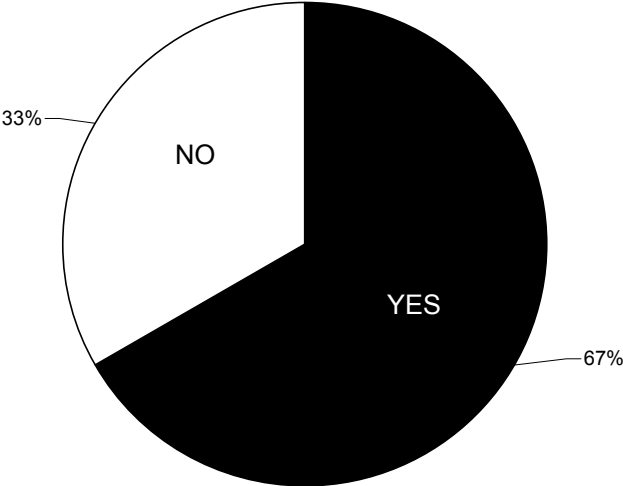
How useful was the following source of information on the METRO website?
"Fares Information"



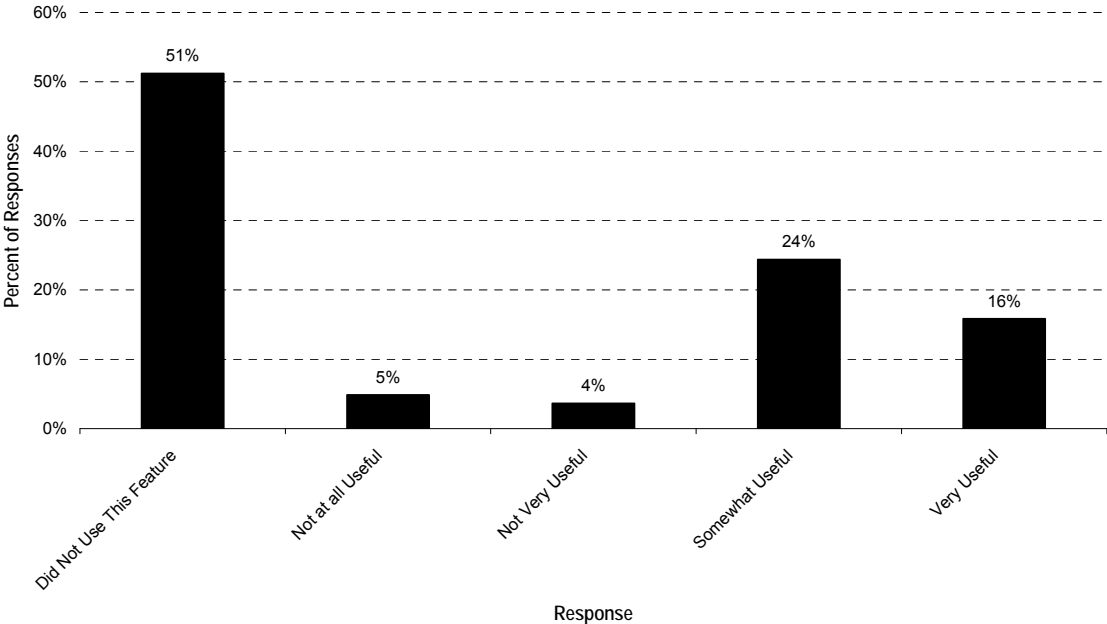
How useful was the following source of information on the METRO website?
"METRO News"



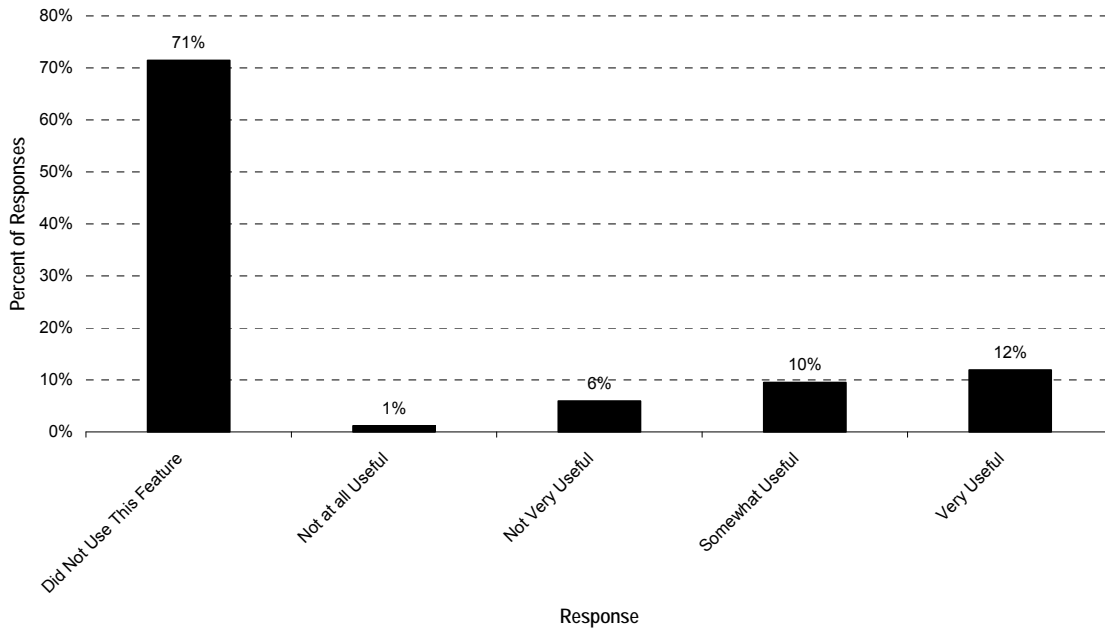
If you've never ridden a METRO bus, does the presence of METRO information on the web increase the likelihood that you will ride METRO buses?



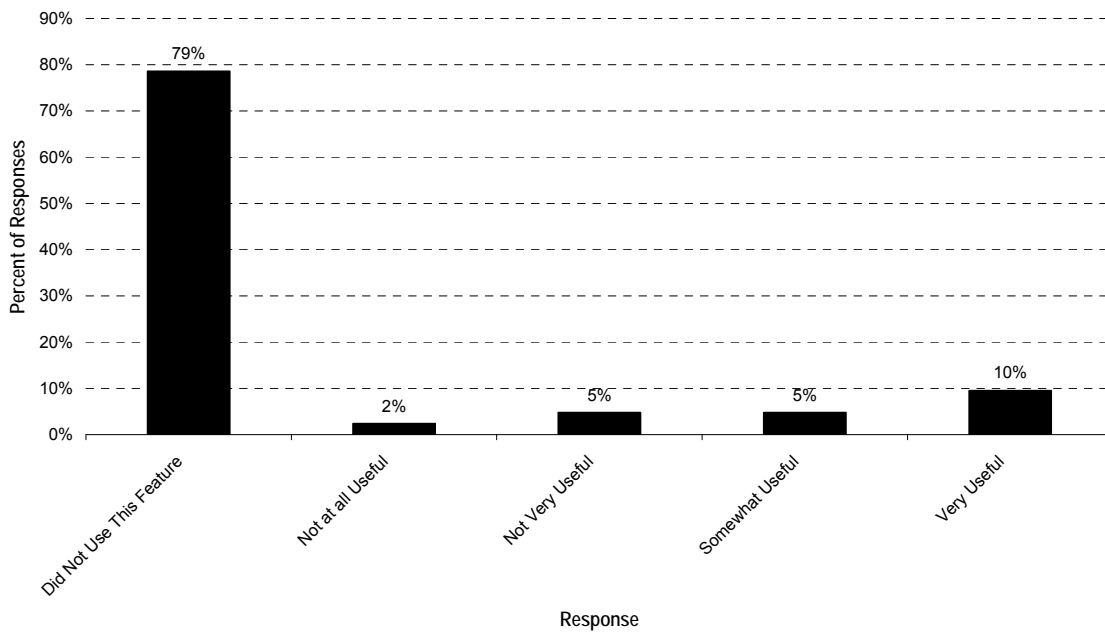
How useful did you find the following source of information not relating to bus service on the METRO website?
"Tell Us Customer Service Report"



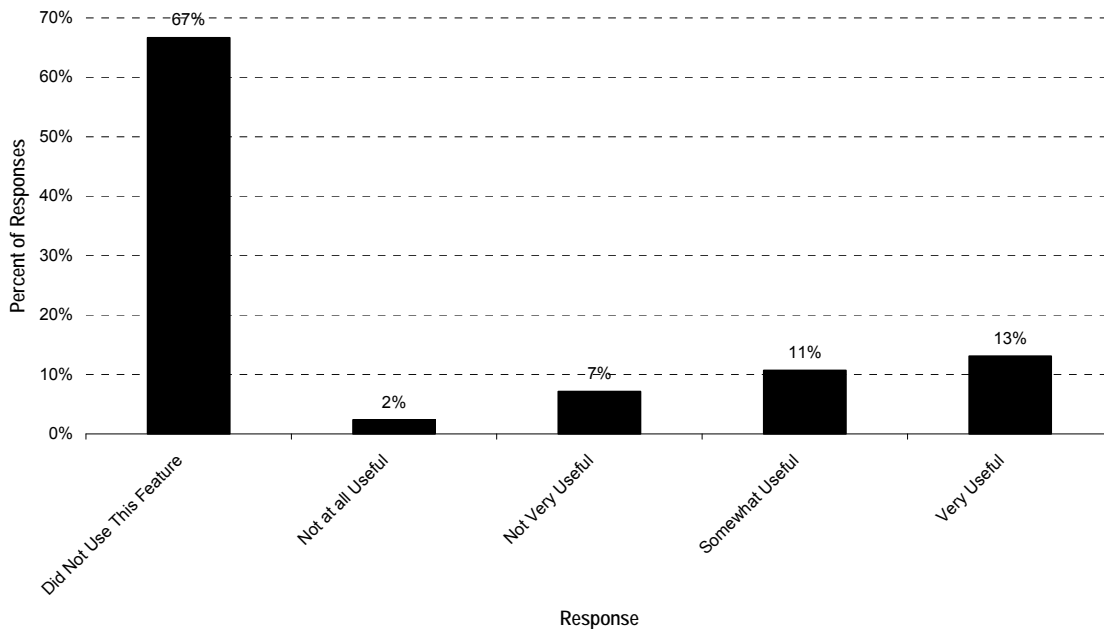
How useful did you find the following source of information not relating to bus service on the METRO website?
"Jobs Page"



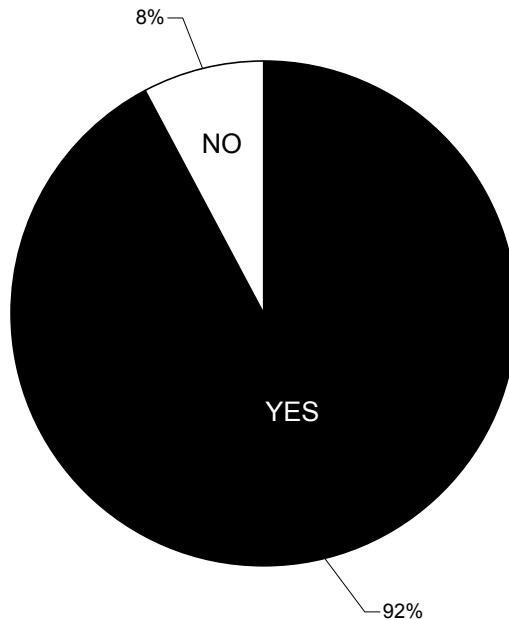
How useful did you find the following source of information not relating to bus service on the METRO website?
"Bid Page"



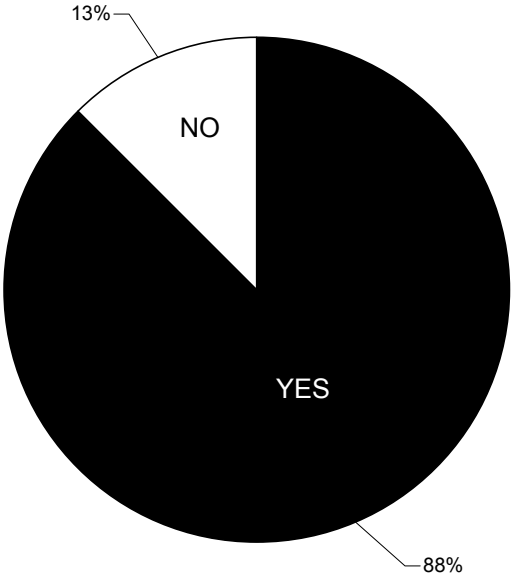
**How useful did you find the following source of information not relating to bus service on the METRO website?
"Board Minutes"**



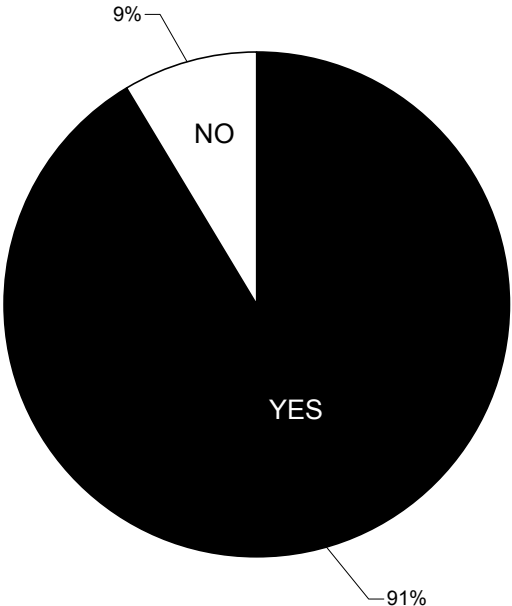
Do you plan to visit the METRO web site again?



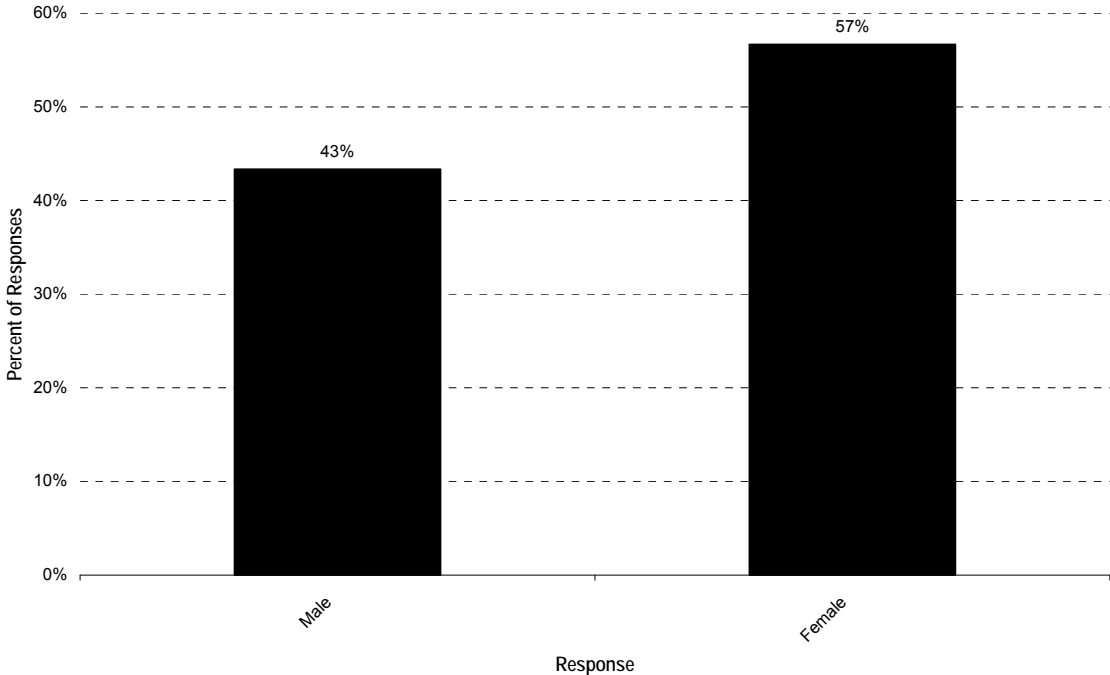
At work or school, do you have access to a computer linked to the internet?



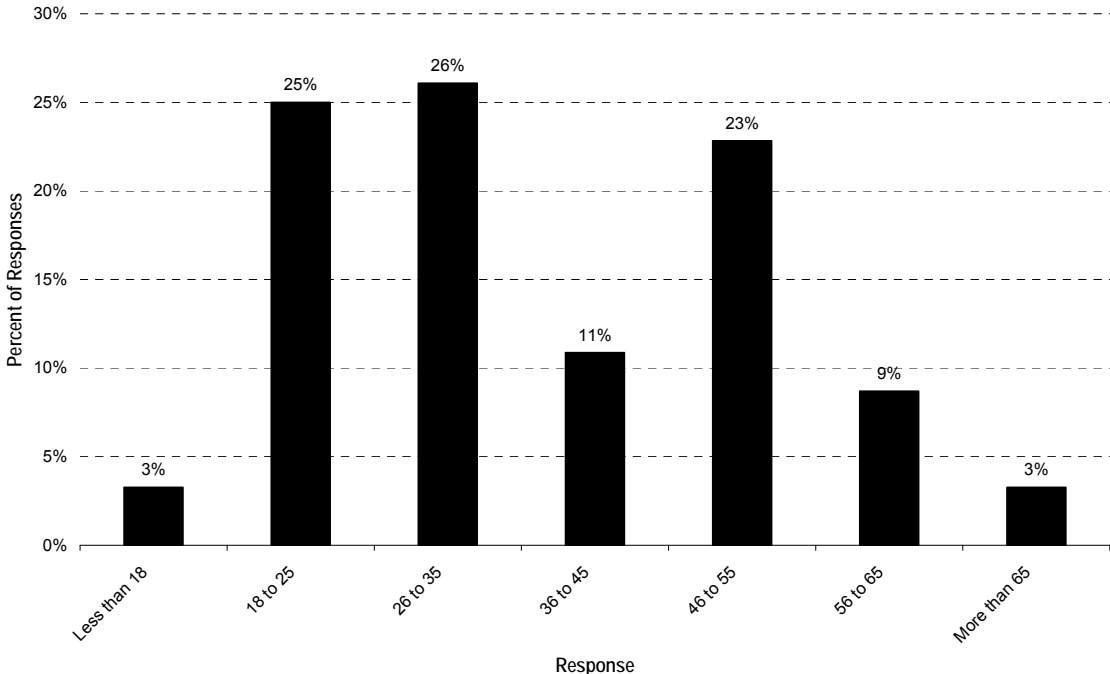
At home, do you have access to a computer linked to the internet?



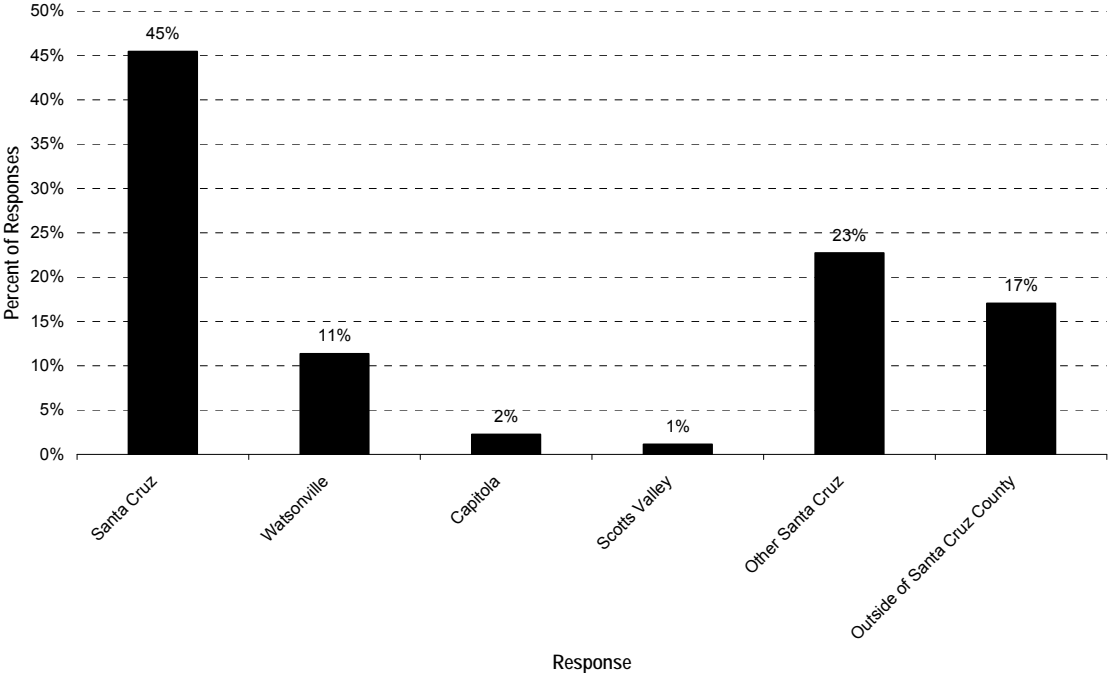
Are you?



What is your age?



Where do you live?



EXAMPLE WEBSITES

There are a number of transit websites that have developed pages that achieve many of the recommendations listed above for METRO. The FTA and METRO magazine both have programs that recognize best examples of transit websites. These site can be used a model for METRO in updating/developing their current site.

Santa Monica Big Blue Bus

www.bigbluebus.com

Portland Streetcar

www.portlandstreetcar.org

Santa Clara Valley Transportation Authority (VTA)

www.vta.org

San Francisco Municipal Railways (MUNI)

www.sfmuni.com

Omnitrans (San Bernardino County Transit)

www.omnitrans.org

Massachusetts Bay Transportation Authority

www.mbta.com

big blue bus

The Smart Commute

HOME
BUS ROUTES
SYSTEM MAP
FARES
RIDER INFO
PLACES TO GO
NEWS & NOTICES

ABOUT US
CONTACT US
LITTLE BLUE CARD
BIG BLUE BUS NEWS
TIDE SHUTTLE

Customer Service

1660 7th Street
Santa Monica, CA
90401

Questions? Call Us
310 451-5444

Monday - Friday
8:00am-5:00pm

Change is stressful.

Click here for more information or call 310-451-5444.

City of Santa Monica

Click here for the City of Santa Monica homepage and Big Blue Bus job opportunities

System Map

Bus Routes

Welcome Aboard!

Notices

Tuesday, March 13th: Rimpau Transit Center Back in Service

The Rimpau Transit Center was closed temporarily for maintenance on Tuesday, March 13, but is now reopened. Big Blue Bus Lines 5, 7, Super 7, 12 and 1...

February 4th: Big Blue Bus Begins New Service Improvements!

For our riders' convenience, we're adding new stops, new schedule improvements and a new Santa Monica College Commuter route. Highlights are...

February 5th: Big Blue Bus Launches New SMC/Palms/Mar Vista Commuter Line!

Thanks to help from Santa Monica College, the Big Blue Bus is now providing two ways for SMC students and employees to get to campus **at no cost!** N...

Return of the Tide Shuttle!

As of December 31, 2006, a new and improved Tide Shuttle began service. The Tide Shuttle will run through the month of June, 2007 with the same fare ...

[more notices](#)

News

Santa Monica Daily Press - 2/26/07

Taking an Even Easier Ride on the Big Blue Bus
By Kristin Mayer
Santa Monica, see the future of mass transit...

[more news](#)

ride the tide

Reduced Fare Program Application

M Metro

Trip Planner

Getaways!

MISSION SAN JUAN CADISTRAND - Sunday, March 18, 2007

CARLSBAD FLOWER FIELDS AND BLUEGRASS FESTIVAL - Saturday, April 14, 2007

[read more](#)

Bike Racks

-English-
-Español-

Press Releases

Find out what's going on with the Big Blue Bus

Real-Time Parking Availability

Schedule Search

Select Line

Select Day

[get schedule](#)

How To Get There

Public Service Buildings

Tourist & Recreational Attractions

Airports, Bus & Rail

Parks & Pools

Schools & Colleges

Hospitals & Medical

Commercial & Shopping Centers

Mailing List

Please enter your email address if you would like to receive information and updates about:

Getaways

Service Updates, News and Notices

Big Blue Bus News

Email:

[sign up now](#)

Transit Links

LA MTA

Culver CityBus

Customer Service: 310 451-5444 • 1660 7th Street • Santa Monica, California

This site is optimized for use with Microsoft Internet Explorer version 4.0 or newer.

Website Developed by [VISION INTERNET](#).

Arrival Times

Map

Schedule

Contact

- [Home](#)
- [Riding The Streetcar](#)
- [Construction](#)
- [Future Planning](#)
- [Streetcar History](#)
- [Community Impact](#)
- [Citizens Advisory Comm.](#)
- [Sponsorship Page](#)
- [Accessibility News](#)
- [Transportation Links](#)

Mar 16th - 9:55 am

Schedule

5:30am to 11:30pm Mon-Thu
5:30am to 12:00am Friday
7:15am to 11:45pm Saturday
7:15am to 10:30pm Sunday

[Click here for Printable 7-Stop Schedule](#)

Arrival Times

[View Real-Time Arrivals](#) >

How To Ride

Answers to frequently asked questions about riding the streetcar

[GO](#)

Ride & Dine

Ride the Portland Streetcar for an easy walk to your favorite restaurant.

Streetcar Map

[Click here](#) for enlarged printable streetcar map.

Stop & Shop

Ride the Portland Streetcar for an easy walk to your favorite business.

Rider Alerts

STREETCAR ACCEPTS TRAM ANNUAL PASS

STREETCAR WILL ACCEPT AS A VALID FARE THE PORTLAND AERIAL TRAM ANNUAL PASS.

THE TRAM WILL ACCEPT THE STREETCAR ANNUAL PASS AS A VALID FARE ON THE TRAM.

STREETCAR LOWERS FARES

AS OF JANUARY 1, 2007 TRIMET AND STREETCAR FARES WILL BE VALID ALL DAY ON STREETCAR.

TICKETS PURCHASED ON STREETCAR WILL BE VALID FOR TWO (2) HOURS ON TRIMET BUS AND MAX.

AS OF JANUARY 1, 2007, STREETCAR ONLY ANNUAL PASS WILL COST \$100.00.

THANK YOU FOR RIDING THE PORTLAND STREETCAR!

Mailing List

[Click Here](#)

[Arrival Times](#) | [Streetcar Map](#) | [Streetcar Schedule](#) | [Contact](#) | [Citizen's Advisory Committee](#) | [Construction Updates](#) | [Current News](#)

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Santa Clara Valley Transportation Authority

Schedules, Maps & Fares | Accessibility Information

Welcome Aboard | Select a language | Translation Feedback

Last Update: March 12, 2007

Look What's New!

Say goodbye to stressful driving. Start a new relationship with VTA.

View VTA's New Commercial (window media) (MP4)

VTA's new Excursion Pass

Take VTA to Fun!

- Community Provides Input on New South County Bus Service (Español)
- Santa Clara Light Rail Station Closing for Renovations on January 2, 2007
- 111 Take Transit! Trip Planner
- VTA Brochures and Publications (Text Version)
- Short Range Transit Plan (SRTP) (PDF, 4.17 MB)
- VTA's Welcome Aboard Pass Program - Free Flash Pass for New Employees!

Events

VTA Board of Directors Meeting

- March 1, 2007 - 5:30 PM

VTA Board of Directors Workshop Meeting

- February 16, 2007 - 9:00 AM

VTA 2000 MEASURE A REVENUE AND EXPENDITURE PLAN

Click here to view the VTA 2000 Measure A Revenue and Expenditure Plan that was approved at the June 15, 2006 Board of Directors' Special Meeting.

VTA Public Meetings-at-a-Glance Schedule for all

- VTA March 2007 Meetings

News

- VTA Board Awards SR 152-156 Construction Contract
- VTA's Winchester Light Rail Line Resumes Normal Schedule
- VTA Board Joined By Several New Members
- VTA Schedules Public Meetings for BART to Silicon Valley Draft Supplemental EIR
- VTA Hosts Capitol Expressway Light Rail Project Community Meeting (Español)
- VTA To Receive CTC Funding for BART to Silicon Valley
- Public Input Sought on South County Community Bus Service
- Key Downtown San Jose Light Rail Station Closes for Renovations

More News

Bus Re-Routes

Construction Updates

Light Rail Platform Retrofit Construction Update

SR87 (North) HOV Lane Project Construction Update

Service Changes/Fares

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transit



SFMTA home > [Transit](#)

Welcome to **San Francisco Municipal Railway (Muni)**. Founded in 1912, the Muni is one of America's oldest public transit agencies and today carries **over 200 million riders per year**. Muni provides transit service within the city and county of San Francisco **24 hours a day, 7 days a week**. Operating Historic streetcars, modern light rail vehicles, diesel buses, alternative fuel vehicles, electric trolley coaches and the world famous **cable cars**, Muni's fleet is among the most diverse in the world.

If you're new to our system, you might want to begin with our [new riders info](#).





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Routes & Schedules

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How to Ride

News

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Jobs @ Omnitrans
Purchase a Bus Pass

Select a route... go

Plan your Trip...

Omni Says Ride with us!



Breaking News: Omnitrans fare and service changes approved.
 To read the complete press release and preview the fare and schedule changes that will go into effect this later this year.
[Read more about fare and service schedule changes...](#)

Looked at an Omnitrans bus book lately? Tell us about it! Take our 2007 Bus Book Survey and you will be entered into a weekly drawing to win a free 7 Day Pass!
 Each week Omnitrans will draw a winner from those who completed the survey. That means by participating you have 8 chances to win a week of free rides with Omnitrans.
[Click here to take the 2007 Omnitrans Bus Book Survey...](#)

New to the Omnitrans bus system? Start by checking out our latest bus book online!
 Here you can plan trip, print the entire bus book or just the schedules you need. And once you are ready to ride, visit the Omnistore where you can purchase a bus pass online and have it delivered to your doorstep. Riding the bus has never been easier!

- Plan your trip online...
- View or download the January Bus Book...
- View Route Schedules...
- Visit the Omnistore...

News

Omnitrans Fare and Service Changes Approved
 Service changes are set for May 7, while fare changes take effect July 1.
[Full Story...](#)

Get the Latest Scoop
 The February/March Directions newsletter is now available online.
[Read the latest newsletters...](#)

Get a Free Ride on Your Birthday
 Who said no one rides for free? Fill out our form and we'll send you a free Omnitrans day pass on your birthday.*
 - Sign up online...
 - Read more about it... (3MB pdf)

Purchase Your Passes Online
 Buy your bus passes from our website with your Visa or Mastercard. Purchase a bus pass now...

Rider Alerts Online
 Want to know if there's a delay, change, or alert for your bus route? Check the Rider Alert page...

Omnitrans Open RFPs
 See the current procurement listings...

Omnitrans Auction Items
 Occasionally, Omnitrans sells surplus or used items by public auction.
[See current auction date and items...](#)

 Sign up for OmniNow e-mail updates for this page.
[Learn more about OmniNow...](#)

Omni says: Ride MORE spend LESS



Omnitrans Wins Ad Award
 APTA awarded the "Omni Says" ad First Place in the 2005 Ad/Wheel radio competition.
[Learn More...](#)

Omnitrans Wins Web Award
 The Federal Transit Administration (FTA) selected Omnitrans as one of the top four transit web sites in the nation.
[Full Story...](#)



Access Transportation Service



Access is a service designed to meet the requirements of the Americans with Disabilities Act (ADA). With our new fleet of buses and curb-to-curb service, Access is meeting the transportation demands of persons with disabilities in the San Bernardino Valley. For more information about our Access service and how to ride, [click here.](#)

routes & schedules	fares	how to ride	news	about Omnitrans
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30 Wednesday
May 2007

Schedules & Maps Fares & Passes Rider Tools Riding the T About the MBTA Customer Support

Why Wait?
Purchase next month's pass at any fare vending machine and avoid the last minute rush.
[Find out how.](#)

Schedules & Interactive Maps

Rail

Bus

Subway

Boat

Select a line below to view schedules & maps

Fairmount	Haverhill
Fitchburg/South Acton	Kingston/Plymouth
Framingham/Worcester	Lowell
Franklin	Middleborough/Lakeville
Needham	

Rider Tools

Plan a Trip **Service Nearby** T Stations

Enter two locations below and we'll supply the best MBTA travel routes for you **OR** choose from the tabs above to try other T rider tools.

Enter an address, intersection, station, or landmark

Start: End:

[Find Stations & Landmarks](#)

When: Depart at : PM on

Trip must be accessible

Personalize MBTA.com

Custom-tailored transit

- ★ Customized service updates
- ★ Save schedules & maps
- ★ Save important addresses & trip plans
- ★ Customize Service Updates

Simple sign-up is free and takes less than a minute

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SERVICE ALERTS

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- [Elevator](#) (2 alerts)
- [Escalator](#) (4 alerts)

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T News | [More MBTA News](#)

Greenbush is back on track

Onlookers Welcome Greenbush

Get to Logan Airport

Accessible Services
The RIDE – the MBTA paratransit program

PDA downloads
Schedules & maps for your Windows Mobile or Palm PDA.

Buy a Pass at a Fare Vending Machine

Charles/MGH Opening
[View the video!](#)

APPENDIX D: OUTREACH RESULTS

STAKEHOLDER INTERVIEWS

The WSA team conducted the majority of stakeholder interviews during the 2nd week of January, 2007. Follow up interviews with remaining stakeholders were conducted in February and March 2007. These interviews were conducted with a number of stakeholder including elected officials, regional and community agencies, local business community, educational institutions, and MAC members. Table A-1 shows the stakeholders who were identified by METRO and were available to be interviewed as part of this outreach effort. Our understanding with each of the stakeholders interviewed was that their individual responses would be confidential, but that we would include all of the important comments as part of an overall evaluation.

Table A-1: Interviewed Stakeholders

Organization	Name	Title
City of Santa Cruz	Mark Dettle	Public Works Director
City of Santa Cruz	Jim Burr	Transportation Manager
City of Santa Cruz	Matt Farrell	Parking Program Manager
City of Santa Cruz	Emily Reilly	Mayor, METRO Board Member & BRT Committee
City of Watsonville	Marcela Tavantzis	Assistant City Manager, METRO Board
City of Capitola	Steve Jesberg	Public Works Director
City of Capitola	Michael Termini	Mayor
City of Scotts Valley	Ken Anderson	Public Work Director
UCSC	Larry Pageler	Co-Director, TAPS
UCSC	Donna Blitzer	Director, Government & Community Relations Appointed Ex-Officio on METRO Board
Cabrillo College	Manuel Osorio	Vice President, Student Services
Cabrillo College	Brian King	President
SCCRTC	George Dondero	Executive Director
AMBAG	Todd Muck	Planner
TMA	Ginny Johnson	TMA Board of Directors
Santa Cruz Chamber of Commerce	Bill Tysseling	Executive Director
MAC	Naomi Gunther	Board Member, appointed
MAC	Paul Marcelin-Sampson	Board Member, appointed
TFTF	Fred Keeley	Facilitator
Seaside	Joann Dlott	Ocean Beach Developer (Parking Lots)

Survey Results

The results of the stakeholder interviews were recorded and organized into the four general categories, as presented below.

Extended/Long Distance Service

Highway 17 service is particularly well received and viewed as an important component of the METRO family of services. There was some discussion regarding improved connections to access the San Jose

airport. Long distance service to Watsonville is viewed in general as a good connection, but one with some opportunity for reduced travel time. Other comments included extending the span of service. There was some discussion regarding service connections with Scotts Valley and the new Cabrillo College campus.

Santa Cruz Community

The perception is that most of the service goes to the METRO Center and then to the University. There was some discussion that maybe there were broader community needs which could be met through transit. These include transportation for the tourists and beach goers in the summer, and service workers.

Other Community

Interest was expressed for more community based services within Watsonville, Capitola, and Scotts Valley. There was discussion regarding additional access to Cabrillo College on all of its campuses and connections between Cabrillo and the University.


General Community Issues

Traffic congestion and sustainable financing were the two major points of discussion. There is some perception that METRO has a steady source of revenue through the sales tax and that the Board decision on the labor contract last year has put the agency in some jeopardy in the future. There is some perception that the METRO staff is spread too thin, with not much time available for planning and outreach. In general, there was a perception that METRO does not do much in the way of advertising or marketing and therefore not looking to service new potential markets.

In general, there seems to be a potential for METRO to get more involved in regional issues and discussions. There was a desire expressed from many sides to have METRO be a participant in some of the regional conversations.

ON BOARD SURVEY RESULTS

Figure B-1: Survey Form



METRO

RIDERSHIP SURVEY

Santa Cruz METRO is conducting a survey to help improve travel in and around the county. All your supplies are completely confidential. Thank you for your help in responding to this survey.

Please return completed questionnaire to surveyor or leave on your seat.

<p>Your Trip</p> <p>1. Where did you come from on this trip? (check the best answer)</p> <p> <input type="checkbox"/> Home <input type="checkbox"/> Visiting friends/family <input type="checkbox"/> Work <input type="checkbox"/> Medical Appointment <input type="checkbox"/> School <input type="checkbox"/> Personal Business <input type="checkbox"/> Shopping <input type="checkbox"/> Leisure/Entertainment <input type="checkbox"/> Other _____ (specify) </p> <p>2. What is the nearest known street, intersection, city and zip code for your starting point?</p> <p style="text-align: center;">_____ & _____</p> <p>Primary Street Cross Street</p> <p>City: _____ Zip Code: _____</p>	<p>8. For what purposes do you most often use Metro?</p> <p> <input type="checkbox"/> Work <input type="checkbox"/> Visiting friends/family <input type="checkbox"/> School <input type="checkbox"/> Medical Appointments <input type="checkbox"/> Shopping <input type="checkbox"/> Personal Business <input type="checkbox"/> Other <input type="checkbox"/> Leisure/Entertainment <input type="checkbox"/> _____ (specify) </p> <p>9. Do you own a Vehicle?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9 a. Do you have access to a vehicle (e.g. carshare/rental, can borrow a car, etc.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Explain _____</p>
<p>Origin</p> <p>3. How did you get from your starting point to the bus you boarded?</p> <p> <input type="checkbox"/> Walked _____ # blocks <input type="checkbox"/> Dropped Off <input type="checkbox"/> Drove <input type="checkbox"/> Taxi <input type="checkbox"/> Bike <input type="checkbox"/> Transferred from Bus Metro Route # and Name: _____ </p>	<p>Your Opinions</p> <p>10. In general how satisfied are you with Metro? 1 = unsatisfied 5 = very satisfied</p> <p>On-time arrivals _____ Service frequency _____ Bus information _____ Courtesy of drivers _____ Seat availability _____ Customer service _____ Bus maintenance _____ Bus cleanliness _____</p>
<p>Destination</p> <p>4. Where are you going on this trip?</p> <p> <input type="checkbox"/> Home <input type="checkbox"/> Visiting friends/family <input type="checkbox"/> Work <input type="checkbox"/> Medical Appointment <input type="checkbox"/> School <input type="checkbox"/> Personal Business <input type="checkbox"/> Shopping <input type="checkbox"/> Leisure/Entertainment <input type="checkbox"/> Other _____ (specify) </p> <p>2. What is the nearest known street, intersection, city and zip code for your ending point?</p> <p style="text-align: center;">_____ & _____</p> <p>Primary Street Cross Street</p> <p>City: _____ Zip Code: _____</p>	<p>11. How Can METRO Improve?</p>
<p>5. How will you get to your destination from this bus?</p> <p> <input type="checkbox"/> Walk _____ # blocks <input type="checkbox"/> Transfer to Metro Route # _____ <input type="checkbox"/> Drive <input type="checkbox"/> Be picked up by someone <input type="checkbox"/> Bike <input type="checkbox"/> Other _____ </p> <p>6. Please fill in number of days you take METRO.</p> <p> <input type="checkbox"/> I typically ride METRO _____ days per week <input type="checkbox"/> I typically ride METRO _____ days per month <input type="checkbox"/> I typically ride METRO _____ days per year <input type="checkbox"/> I do not regularly ride METRO. </p> <p>7. How did you pay for your ride today?</p> <p> <input type="checkbox"/> Monthly Pass <input type="checkbox"/> Cash \$ _____ <input type="checkbox"/> Day Pass <input type="checkbox"/> 5-Day Pass <input type="checkbox"/> UC Pass <input type="checkbox"/> Cabrillo Pass <input type="checkbox"/> Discount <input type="checkbox"/> Other _____ </p> <p>Survey continued above...</p>	<p>About You</p> <p>12. Please indicate your gender</p> <p><input type="checkbox"/> Male <input type="checkbox"/> Female</p> <p>12a. Please indicate your age: _____</p> <p>13. Which of the following best describes your employment status?</p> <p> <input type="checkbox"/> Employed full-time <input type="checkbox"/> Full-time student <input type="checkbox"/> Employed part-time <input type="checkbox"/> Part-time student <input type="checkbox"/> Retired <input type="checkbox"/> College <input type="checkbox"/> High School <input type="checkbox"/> Not employed _____ (school) </p> <p>14. What was your total annual household income before taxes in 2006?</p> <p> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$40,000-\$49,999 <input type="checkbox"/> \$10,000-\$19,999 <input type="checkbox"/> \$50,000-\$59,999 <input type="checkbox"/> \$20,000-\$29,999 <input type="checkbox"/> \$60,000-\$74,999 <input type="checkbox"/> \$30,000-\$39,999 <input type="checkbox"/> \$75,000 or more </p>



ENCUESTA DE PASAJEROS

Santa Cruz METRO esta conduciendo una encuesta para mejorar el servicio de transito dentro y alrededor del condado. Todas sus respuestas seran confidenciales. Gracias por su ayuda en completar este cuestionario.

Favor de regresar su cuestionario completo al encuestador o poner sobre su asiento.

<p>Su Viaje</p> <p>1. ¿Donde se encontraba antes de llegar a esta parada de autobús? (indique la mejor respuesta)</p> <p><input type="checkbox"/> Casa <input type="checkbox"/> Visitando amigos/familiares</p> <p><input type="checkbox"/> Trabajo <input type="checkbox"/> Cita con el doctor</p> <p><input type="checkbox"/> Escuela <input type="checkbox"/> Asunto personal</p> <p><input type="checkbox"/> De compras <input type="checkbox"/> Ocio/Diversión</p> <p><input type="checkbox"/> Otra razon _____ (especifique)</p>	<p>8. ¿Por qué razón usa usted Metro mas frecuentemente?</p> <p><input type="checkbox"/> Regresar a Casa <input type="checkbox"/> Visitar amigos/familiares</p> <p><input type="checkbox"/> Trabajo <input type="checkbox"/> Citas con el doctor</p> <p><input type="checkbox"/> Escuela <input type="checkbox"/> Asuntos personales</p> <p><input type="checkbox"/> Ir de compras <input type="checkbox"/> Ocio/Diversión</p> <p><input type="checkbox"/> Otra razon _____ (especifique)</p>
<p>2. ¿Cual es la dirección o calle mas cercana a su punto de origen?</p> <p>_____ & _____</p> <p>Calle Principal Calle Principal</p> <p>Ciudad: _____ Codigo Postal: _____</p>	<p>9. ¿Tiene usted automóvil propio?</p> <p><input type="checkbox"/> Si <input type="checkbox"/> No</p> <p>9a. ¿Tiene usted acceso a un automóvil (e.g. carshare, lo puede rentar, lo puede pedir prestado, etc.)?</p> <p><input type="checkbox"/> Si <input type="checkbox"/> No</p> <p>Explique _____</p>
<p>Origen</p> <p>3. ¿Como llego de su punto de origen á la parada donde abordo el autobus?</p> <p><input type="checkbox"/> Camino <input type="checkbox"/> Fue dejado por alguien</p> <p>_____ # de cuadras <input type="checkbox"/> Taxi</p> <p><input type="checkbox"/> Manejo <input type="checkbox"/> Uso bicicleta</p> <p><input type="checkbox"/> Transbordo líneas de autobús</p> <p>Numero y Nombre de Ruta: _____</p>	<p>Sus Opiniones</p> <p>10. ¿En general, que tan satisfecho(a) esta usted con METRO con respecto a lo siguiente?</p> <p>1= satisfecho 5= no satisfecho</p> <p>Horarios puntuales _____ Frecuencia de servicio _____</p> <p>Conveniencia de horarios _____</p> <p>Asientos disponibles _____ Mantenimiento de buses _____</p> <p>Cortesía de conductores _____</p>
<p>Destinación</p> <p>4. ¿Hacia donde se dirige en este viaje?</p> <p><input type="checkbox"/> Su Casa <input type="checkbox"/> Visitando amigos/familiares</p> <p><input type="checkbox"/> Trabajo <input type="checkbox"/> Cita con el doctor</p> <p><input type="checkbox"/> Escuela <input type="checkbox"/> Asunto personal</p> <p><input type="checkbox"/> De compras <input type="checkbox"/> Ocio/Diversión</p> <p><input type="checkbox"/> Otro lado _____ (especifique)</p>	<p>11. ¿Como puede METRO mejorar su servicio?</p>
<p>4a. ¿Cual es la dirección o calle mas cercana a su destinación?</p> <p>_____ & _____</p> <p>Calle Principal Calle Principal</p> <p>Ciudad: _____ Codigo Postal: _____</p>	
<p>5. ¿Como llegara del autobus a su destinación?</p> <p><input type="checkbox"/> Caminara <input type="checkbox"/> Transbordara buses</p> <p><input type="checkbox"/> Manejara <input type="checkbox"/> Alguien lo/la recojera</p> <p><input type="checkbox"/> Por bicicleta <input type="checkbox"/> Otra manera</p> <p>_____ (especifique)</p>	<p>Sobre Usted</p> <p>12. Favor de indicar su género</p> <p><input type="checkbox"/> Masculino <input type="checkbox"/> Femenino</p> <p>12a. Indique su edad: _____</p>
<p>6. ¿Cuantos días a la semana transita usted en METRO?</p> <p><input type="checkbox"/> Transito en METRO _____ días por semana</p> <p><input type="checkbox"/> Transito en METRO _____ días al mes.</p> <p><input type="checkbox"/> Transito en METRO _____ días al año.</p> <p><input type="checkbox"/> No transito en METRO regularmente.</p> <p>7. ¿Como pago por este viaje en autobús?</p> <p><input type="checkbox"/> Boleto prepagado - 1 Mes <input type="checkbox"/> En efectivo</p> <p><input type="checkbox"/> Boleto prepagado - 1 Día <input type="checkbox"/> Pass de Colegio</p> <p><input type="checkbox"/> Boleto prepagado - 5 Días <input type="checkbox"/> Pass Universitario</p> <p><input type="checkbox"/> Boleto de descuento <input type="checkbox"/> Otra manera</p> <p>Encuesta continua arriba...</p>	<p>13. Describa su estado de empleo:</p> <p><input type="checkbox"/> Empleado tiempo-completo <input type="checkbox"/> No empleado</p> <p><input type="checkbox"/> Empleado medio-tiempo <input type="checkbox"/> Jubilado</p> <p><input type="checkbox"/> Estudiante tiempo-completo _____</p> <p>14. ¿Cual fue el estimado del ingreso total de su hogar (en 2006) antes de impuestos?</p> <p><input type="checkbox"/> Menos de \$10,000 <input type="checkbox"/> \$40,000-\$49,999</p> <p><input type="checkbox"/> \$10,000-\$19,999 <input type="checkbox"/> \$50,000-\$59,999</p> <p><input type="checkbox"/> \$20,000-\$29,999 <input type="checkbox"/> \$60,000-\$74,999</p> <p><input type="checkbox"/> \$30,000-\$39,999 <input type="checkbox"/> \$75,000 o mas</p>

Questionnaire Results

Q1: Where did you come from on this trip?

	# of Responses.	% of Total	% of Responses
Home	769	40.4%	40.8%
Work	286	15.0%	15.2%
School	458	24.1%	24.3%
Shopping	88	4.6%	4.7%
Visiting friends/family	74	3.9%	3.9%
Medical Appointment	74	3.9%	3.9%
Personal Business	41	2.2%	2.2%
Leisure/Entertainment	58	3.0%	3.1%
Other	36	1.9%	1.9%
No Response	18	0.9%	1.0%
Total	1902	100%	100%

Q2: How did you get from your starting point to the bus you boarded?

	# of Responses	% of Total	% of Responses
Walked	1419	74.6%	77.2%
Drove	68	3.6%	3.7%
Bike	141	7.4%	7.7%
Dropped Off	71	3.7%	3.9%
Taxi	6	0.3%	0.3%
Transferred from Bus	132	6.9%	7.2%
No Response	65	3.4%	3.5%
Total	1902	100.0%	100.0%

Average walking distance is 2.28 blocks

Q3: Where are you going on this trip?

	# of Responses	% of Total	% of Responses
Home	821	43.2%	44.4%
Work	258	13.6%	14.0%
School	371	19.5%	20.1%
Shopping	73	3.8%	4.0%
Visiting friends/family	72	3.8%	3.9%
Medical Appointment	89	4.7%	4.8%
Personal Business	43	2.3%	2.3%
Leisure/Entertainment	85	4.5%	4.6%
Other	36	1.9%	1.9%
No Response	54	2.8%	2.9%
Total	1902	100.0%	100.0%

Q4: How will you get to your destination from this bus?

	# of Responses	% of Total	% of Responses
Walked	1460	76.8%	80.9%
Drive	49	2.6%	2.7%
Bike	112	5.9%	6.2%
Picked up by someone	35	1.8%	1.9%
Transfer to Metro Route	115	6.0%	6.4%
Other	34	1.8%	1.9%
No Response	97	5.1%	5.4%
Total	1902	100.0%	100.0%

Average walking distance is 2.31 blocks

Q5: How often do you ride the bus?

	# of Responses	% of Total	% of Responses
7 days a week	251	13.2%	15.3%
6 days a week	187	9.8%	11.4%
5 days a week	505	26.6%	30.8%
4 days a week	209	11.0%	12.7%
3 days a week	163	8.6%	9.9%
2 days a week	107	5.6%	6.5%
1 day a week	54	2.8%	3.3%
1 to 5 days per month	28	1.5%	1.7%
6 to 10 days per month	15	0.8%	0.9%
11 to 15 days per month	12	0.6%	0.7%
16 to 20 days per month	20	1.1%	1.2%
21 to 25 days per month	5	0.3%	0.3%
26 to 31 days per month	12	0.6%	0.7%
1 to 10 days per year	10	0.5%	0.6%
11 to 100 days per year	3	0.2%	0.2%
101 to 200 days per year	4	0.2%	0.2%
201 to 365 days per year	7	0.4%	0.4%
Not a regular rider	48	2.5%	2.9%
No Response	262	13.8%	16.0%
Total	1902		

Q6: How did you pay for your ride today?

	# of Responses	% of Total	% of Responses
Monthly Pass	337	17.7%	18.7%
Day Pass	110	5.8%	6.1%
UC Pass	600	31.5%	33.4%
Discount	34	1.8%	1.9%
Cash	473	24.9%	26.3%
5-Day Pass	9	0.5%	0.5%
Cabrillo Pass	199	10.5%	11.1%
Other	36	1.9%	2.0%
No Response	104	5.5%	5.8%
Total	1902	100.0%	100.0%

Q7: For what purposes do you most often use Metro?

	# of Responses	% of Total	% of Responses
Work	668	35.1%	36.1%
School	834	43.8%	45.1%
Shopping	119	6.3%	6.4%
Other	87	4.6%	4.7%
Visiting friends/family	34	1.8%	1.8%
Medical Appointment	31	1.6%	1.7%
Personal Business	41	2.2%	2.2%
Leisure/Entertainment	36	1.9%	1.9%
No Response	52	2.7%	2.8%
Total	1902	100.0%	100.0%

Q8: Do you own a vehicle?

	# of Responses	% of Total	% of Responses
Yes	587	30.9%	32.1%
No	1239	65.1%	67.9%
No Response	76	4.0%	4.2%
Total	1902	100.0%	100.0%

Q9: Do you have access to a vehicle?

	# of Responses	% of Total	% of Responses
Yes	671	35.3%	42.7%
No	901	47.4%	57.3%
No Response	330	17.4%	21.0%
Total	1902	100.0%	100.0%

Q10: Please indicate your gender

	# of Responses	% of Total	% of Responses
Male	877	46.1%	48.3%
Female	937	49.3%	51.7%
No Response	88	4.6%	4.9%
Total	1902	100.0%	100.0%

Q11: What is your age?

	# of Responses	% of Total	% of Responses
Under 18	151	7.9%	8.8%
18-23	793	41.7%	46.2%
24-35	331	17.4%	19.3%
36-49	205	10.8%	12.0%
50-64	189	9.9%	11.0%
65 and over	46	2.4%	2.7%
No Response	187	9.8%	10.9%
Total	1902	100.0%	100.0%

Q12: Which best describes your employment status?

	# of Responses	% of Total	% of Responses
Employed full-time	449	23.6%	25.2%
Employed part-time	525	27.6%	29.4%
Retired	79	4.2%	4.4%
Not employed	206	10.8%	11.5%
Full-time student	378	19.9%	21.2%
Part-time student	39	2.1%	2.2%
College	85	4.5%	4.8%
High School	24	1.3%	1.3%
No Response	117	6.2%	6.6%
Total	1902	100.0%	100.0%

Q13: What is your yearly household income?

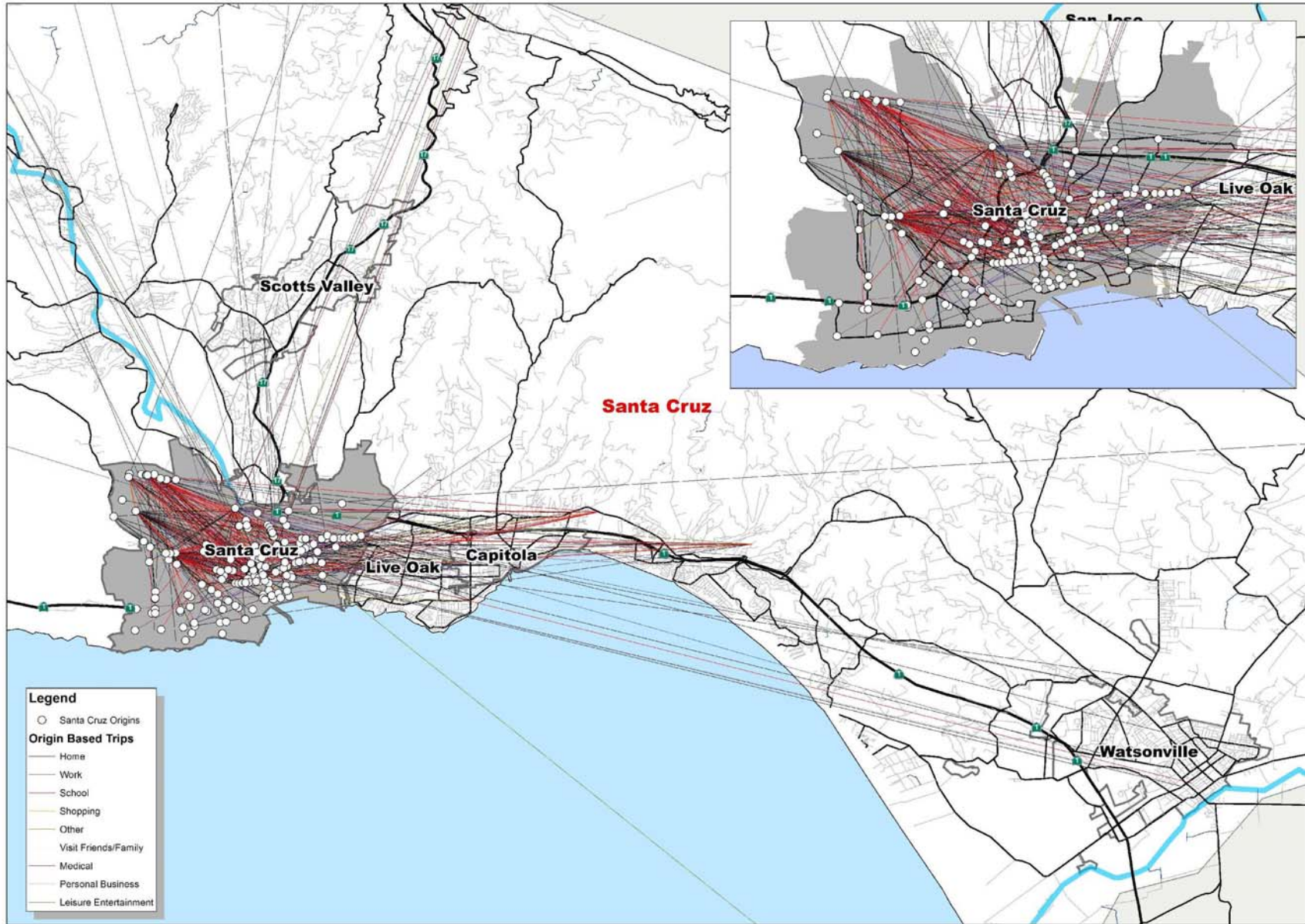
	# of Responses	% of Total	% of Responses
Less than \$10,000	698	36.7%	47.5%
\$10,000 to \$19,999	260	13.7%	17.7%
\$20,000 to \$29,999	131	6.9%	8.9%
\$30,000 to \$39,999	97	5.1%	6.6%
\$40,000 to \$49,999	58	3.0%	3.9%
\$50,000 to \$59,999	60	3.2%	4.1%
\$60,000 to \$74,999	42	2.2%	2.9%
\$75,000 and over	125	6.6%	8.5%
No Response	431	22.7%	29.3%
Total	1902	100.0%	100.0%

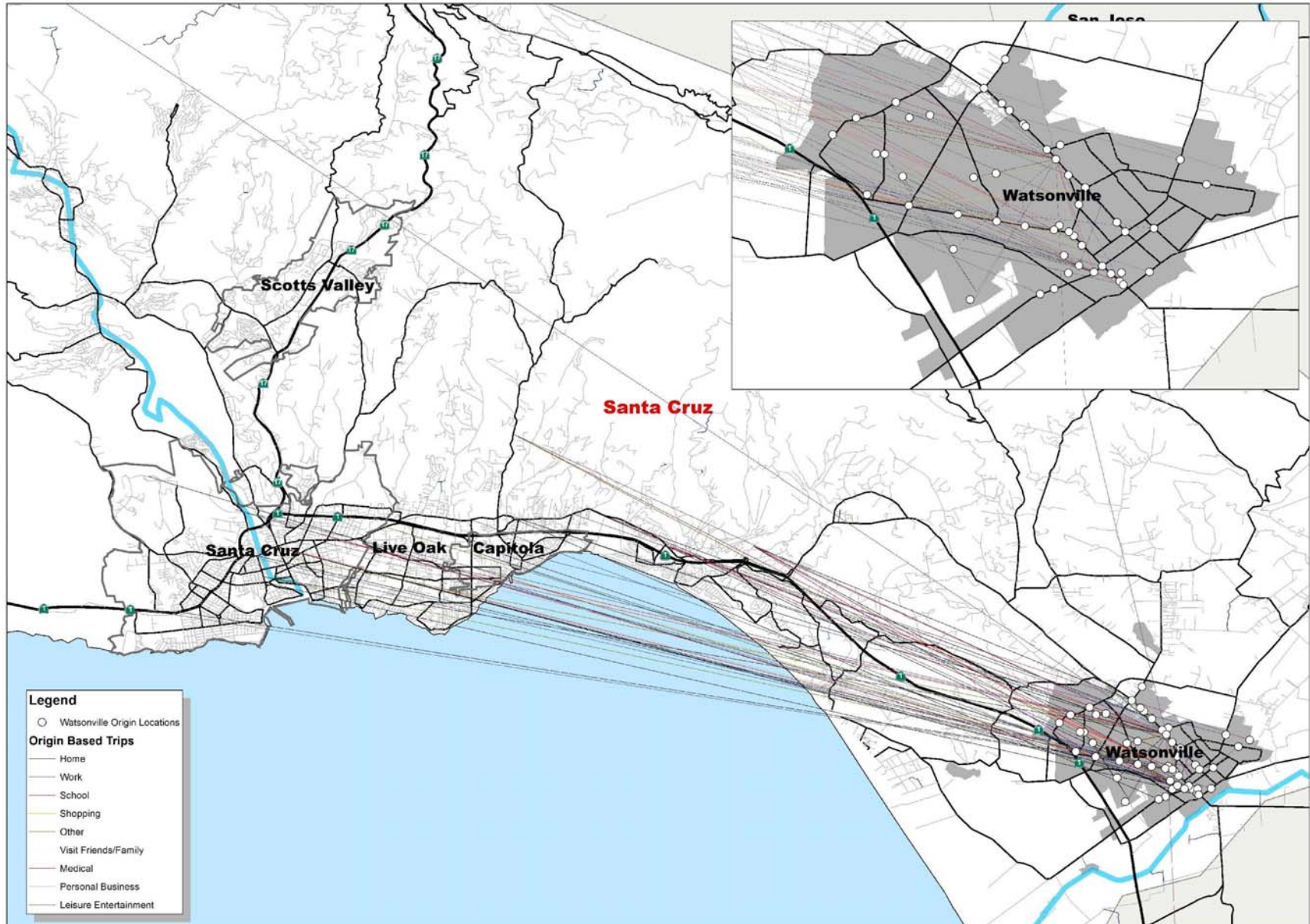
Q14: How would you rate performance on a scale of 1 (unsatisfied) to 5 (very satisfied)

	# of Responses	Average Rating*
On time arrivals	1600	3.61
Bus information	1547	4.10
Seat availability	1570	3.72
Bus maintenance	1498	4.17
Service Frequency	1538	3.48
Courtesy of drivers	1533	4.02
Customer service	1417	4.00
Bus cleanliness	1485	4.07

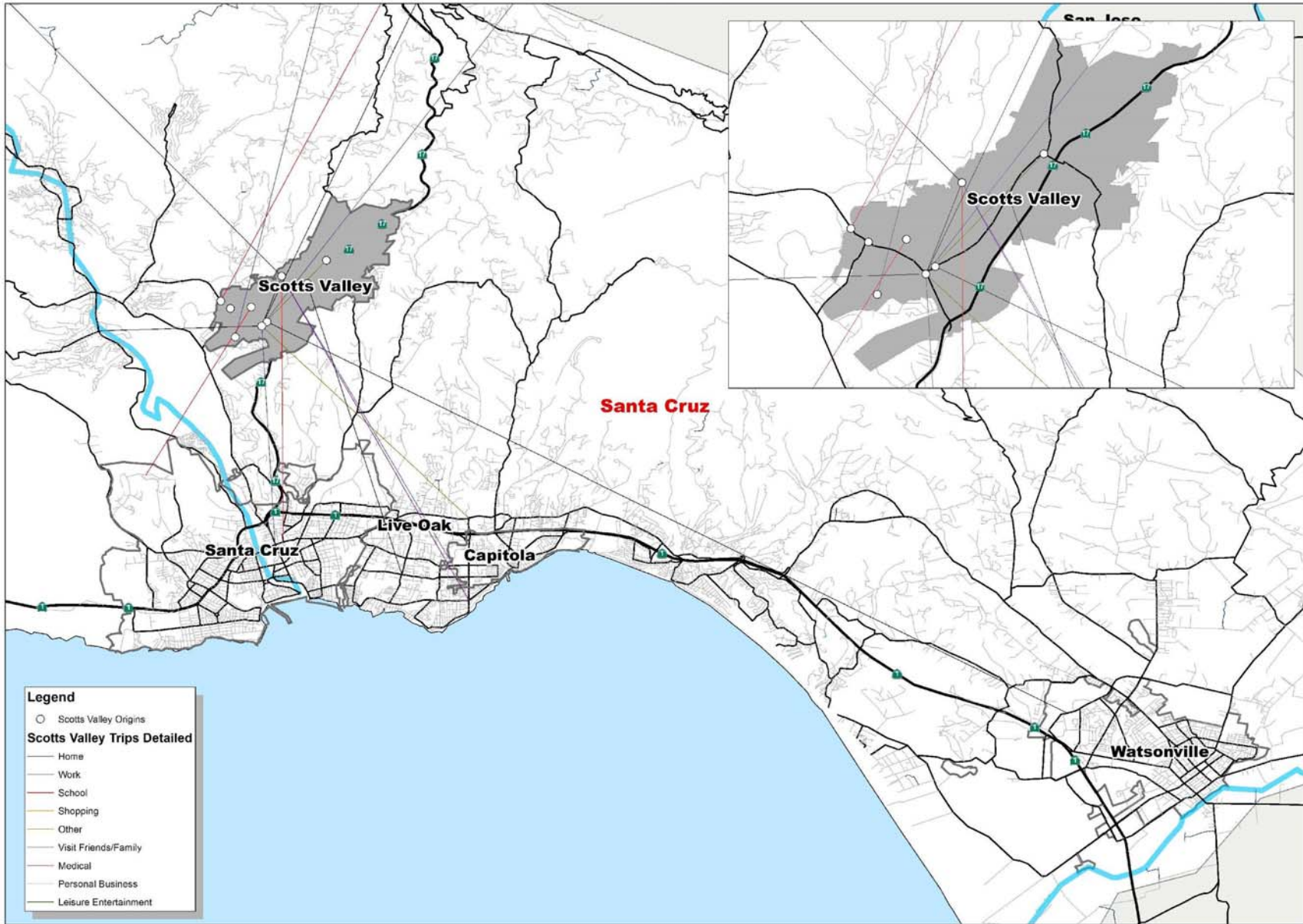
*1=unsatisfied, 5= very satisfied

ORIGIN-DESTINATION MAPS (BY ORIGIN LOCATION AND TRIP PURPOSE)









BUS DRIVER INTERVIEWS

Wilbur Smith Associates met with the METRO bus drivers on May 2, 2007. WSA sent four representatives (two located in the Operation's break room, two located in the METRO Center break room) to sit down with drivers and discuss issues they felt were important to include in the Short Range Transit Plan process. The interviewers were equipped with a questionnaire but the drivers were encouraged to discuss any issues they felt were relative.

Two important ideas were raised:

- An investment by METRO in technology to record and measure performance for services would be beneficial. That way there would be a consistent resource to record information, provide information to customers and measure and monitor performance. Of particular importance is the ability to record on time performance. On time performance of services is affected by increasing congestion on major trunk lines.
- The operators believe that METRO service would be enhanced by regular communication forums being established between planning and operations to discuss route and service opportunities.

COMMUNITY FOCUS GROUP RESULTS

Watsonville Focus Group results

As part of the community outreach effort included in the development of the Santa Cruz METRO's 2008-2012 Short Range Transit Plan (SRTP), Wilbur Smith Associates (WSA) conducted a focus groups with non-users of the transit service in the community of Watsonville on Wednesday, May 16 2007. The focus group was held at the La Manzana Community Resources Center, a bilingual, bicultural community resource center serving mostly low-income residents of Watsonville and Pajaro Valley.

The purpose of this focus group was threefold: 1) to identify if the members of the community were aware of METRO service in the City of Watsonville and the surrounding areas, 2) to identify the major reasons why METRO service is not currently used, and 3) to identify what service changes would increase the use of transit. The participants were a representative group of the Watsonville community, comprised of users and non-users, working class and low-income agricultural workers. The participants included the following individuals:

- (2) working class mid to late 20 year old females (former bus riders)
- (1) working class mid 40's female (non-user)
- (1) low-income agricultural worker, mid 30's mother of 4 children (bus rider)
- (1) low-income agricultural worker, late twenties male (occasional bus rider)
- (1) low-income nursery worker, late twenties male (non-user)
- (1) low-income agricultural worker, late 40's male (non-user)

The focus group began with an introduction and presentation by WSA staff person, Elizabeth Cruz, who gave a brief overview of METRO's SRTP and explained why their participation in the process was important. Following the presentation, the group was asked a few preliminary questions to establish their level of familiarity with METRO service in Watsonville. The following sections present the participant's responses to the questions/topics asked:

Awareness of METRO Transit Service in Watsonville

In general, participants said they were aware that METRO provided services within the City of Watsonville and to nearby Soquel and Santa Cruz. However, while focus group participants said they were aware METRO serviced these areas they were unclear of how to take the bus to areas they wanted to go. Several participants mentioned that a lack of information was one of the biggest reasons why they did not ride the bus. Notably, they did not know where to seek out bus schedule information as no "headways" were provided at the Watsonville Transit Center.

Best Method to Communicate Transit Information

When asked to identify what the best and most efficient way to distribute transit information to them, the responses of participants indicated they preferred to have printed materials made available to them. Several participants said they would like to see schedules and other transit information mailed out to their homes. If flyers or other materials could not be mailed out, interest was expressed in making these printed materials available at key centers of activity such as the METRO Center and the La Manzana Community Resources Center.

Major Issues Why You Do Not Ride METRO

While participants had individual reasons for not riding METRO, some general themes did emerge during their conversations. The following include the topics identified along with key points expressed:

1. Time schedules are not reliable (non-users or people who stopped riding)
 - You can never be sure what time the bus is going to arrive
 - Buses are consistently late
2. Bus rides are too long (people who stopped riding the riders)
 - It is inconvenient to ride the bus with many stops that result in a 1-hour trip when the alternative (driving or asking for a ride) is much faster
3. Bus driver attitudes
 - When approached with questions about routes and how to get to particular destinations, drivers were accused of being rude and providing a schedule map
 - Some women participants expressed feeling uncomfortable around bus drivers they felt would look at them inappropriately
4. Bus service isn't provided to the areas I need to go (non riders)
 - Bus service isn't provided near agricultural fields, where many of the non-rider population work.
 - Bus service isn't provided to doctor or dentist offices in nearby cities

Key issues of concern for (bus riders/former bus riders)

1. Price of Fare
 - The price of fare is expensive especially because no transfer system exists. It is unfair for low-income riders to have to pay full fare for a one-way trip that requires transfer of buses.
 - It is especially hard for families with children to travel on the bus for two main reasons:
 1. Children above 46 inches must pay full fare
 2. There is a limit of 3 children per fare-paying adult
2. Bus stop locations
 - Need shelters and good lighting so riders can feel comfortable and safe while waiting for the bus to arrive
 - Need to be provided near major sources of employment for low-income riders (e.g. near agricultural fields)

Travel Alternatives Used by Non-Riders

Carpools

Based on the fact that the majority of the focus groups participants were non-riders questions were asked to determine what alternatives they used to travel and get where they needed to go. Generally, non-riders worked in agricultural fields and said they would carpool with co-workers. They self reported that they would pay approximately \$25 a week to the driver.

Rides

Participants said that when they wanted to make trips that were possible by bus they would typically ask a friend, a relative, or neighbor for a ride. However, they expressed feelings of guilt for imposing themselves on their ride providers and would often pay them \$20 or more for their “troubles.” Rides became a particularly troublesome when ride providers would have to travel to another field site and left the carpoolers without a ride.

Taxi

In emergency situations participants said they relied on taxi service which was often costly but necessary due to the nature of their trips.

Improvements or modifications that METRO could make to increase your likeliness to use transit

- Provide an express route between Watsonville and Santa Cruz
- Provide more information about bus scheduling and stop locations
- Provide bus shelters. The majority of bus stops are only designated by a pole with the route number and provide no weather protection
- Provide good lighting and emergency phones at bus stop locations in remote areas
- Widely advertise service changes to bus routes
- Introduce a discounted bus fare price for children
- Introduce a bus transfer system
- Provide more bilingual bus drivers

CAPITOLA FOCUS GROUP RESULTS

As part of the community outreach effort included in the development of the Santa Cruz METRO's 2008-2012 Short Range Transit Plan (SRTP), Wilbur Smith Associates (WSA) conducted a focus groups with non-users of the transit service in the community of Capitola on Thursday, May 17 2007. The focus group was held during the evening hours at Capitola City Hall.

The purpose of this focus group was threefold: 1) to identify if the members of the community were aware of METRO service in the City of Capitola and the surrounding areas, 2) to identify the major reasons why METRO service is not currently used, and 3) to identify what service changes would increase the use of transit. The participants were a representative group of the Capitola community, comprised of users and non-users, owners and renters. The participants included the following individuals:

Name	Tenancy	Gender	Age	Disabled
Bob Begun	Renter	M	80	
Shirley Forsyth	Owner	F	65+	X
Henry Queen	Owner	M	77	X
Mike Spence	Owner	M	58	
John Nicol	Owner	M	59	
Toni Castro	Owner	F	54	
Mick Routh	Owner	M	62	
Thea Luitin	Owner	F	44	
Julius Burks	Renter	M	52	
John Travers	Renter	M	53	
Lyn Travers	Renter	F	54	
Dewayne Woods	Owner	M	39	
B.J. Crawford	Renter	F	29	
Sharon Presco	Renter	F	59	
Debbie Johnson	Renter	F	49	

The focus group began with an introduction and presentation by WSA staff person, Robert Betts, who gave a brief overview of METRO's SRTP and explained why their participation in the process was important. Following the presentation, the group was asked a few preliminary questions to establish their level of familiarity with METRO service in Capitola. Additional questions were then asked to obtain the group's input on changes and improvements to METRO service in Capitola.

The Capitola focus group attendees had a lot of useful feedback regarding the METRO service. Attendees were non-users, infrequent users, former users almost all had specific comments about existing routes and frequencies, destinations and how METRO might better serve the community. Residents seemed mostly concerned about increasing local service within and around the city as opposed to to-and-from Watsonville and Santa Cruz. Other major concerns included:

- Provision, transparency and convenience of service information
- More convenient start and end schedule for work hours

- Capitola Mall identified as an inconvenient place for most locals that want to go directly to Santa Cruz
- METRO's buses are too large/noisy for Capitola's small streets

Each of the issues addressed at the focus group are outlined in greater detail in the sections below:

Concerns/Complaints/Issues with METRO Transit Service:

Senior/Disabled concerns

- Metro doesn't send out service information
- Need to go to Capitola Mall, can't get schedules
- Para-Cruz difficult to plan trips, very restrictive/inflexible
- 3-hours out of life each day to take a trip

Inconvenience – Origins & Destinations

- Most Capitola routes go to Mall – this is inconvenient
- Buses only go to downtown, Santa Cruz or Mall, not around Capitola, or neighborhoods
- 80% of shopping is done within city limits, but most routes are ins and outs

Information

- Schedules not user-friendly
- Bus-stops are not on web site

Frequency

- Round-trip 3-hours to DT Santa Cruz
- Wait 10-25 minutes for bus, take to mall and transfer
- Buses at “hill district” only come twice per day during commute hours
- Cannot get home after work (service stops too early)
- Cannot get to work with METRO because service starts too late

Reliability

- Reliance on transit lost one person a potential job due to negative perception of METRO on-time reliability

Distance to bus-stops

- Taking METRO to work is convenient only when within 2/blocks of work or home

Quality of Service

- Buses are too big (too loud) for the roads in Capitola
- Need smaller buses here
- Buses are filthy
- Feel unsafe

Equity

- Capitola should have our share of service based on the amount of sales tax we contribute (we pay more and get less)
- METRO should train potential riders early and give students free passes

Suggestions for Improvements

Trolley/Circulator

- Current shuttle goes from Post office to beach and back
- Why not have the same as UCSC shuttle bus system that complements METRO
- Trolley would be fun in Capitola
- Get rides up the hill
- Regular schedule, 10 -20 minute frequency
- Circulator – continual loop
- Luggage, storage area for errands
- Local neighborhoods: JB, Vill, Cliffwood, Gayles Bakery, North 40ths, Beach, NH's, Shopping,
- Serve tourists and residents
- Willingness to pay?
 - Merchant funded
 - Token promotional
 - coupon system

Serve more destination/routes

- Direct service from Capitola neighborhoods to Santa Cruz bypassing Mall
- Esplanade would be nice to have bus routes
- Mall, Village, Bay Avenue
- Library, beach, golf course, recreational areas
- Golf course, wharf to wharf

Provide more information

- Next Bus
- Mapquest tool: you type in o/d it provides route and stops
- Capitola Local TV – rolling scroll with route change information
- City newsletter

Environmentally clean buses – natural gas/electric

- Summer busses are popular, attractive and fun
- Good time, green focus
- Natural gas, electric buses more green

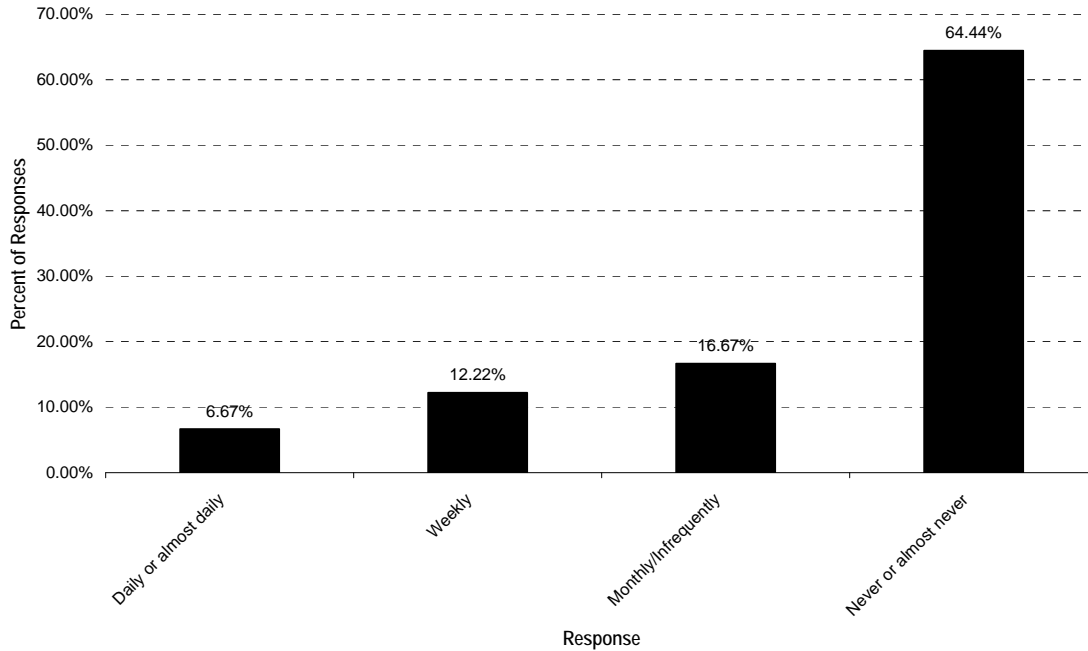
Other Capitola Information

- population is declining and aging
- growing rental housing stock
- aging population is transit dependant, needs to get to hospital, doctor, pharmacy
- greater need for inter-city than intra-city transport with a regular (memorizable) frequency
- Watsonville is labor pool
 - Destination 41st Avenue, no housing there
 - Watsonville to Capitola mall routes should be focused on commute hours
- Population would like to be able to take METRO/trolley to dinner/shopping and back

CABRILLO COLLEGE WEB SURVEY RESULTS

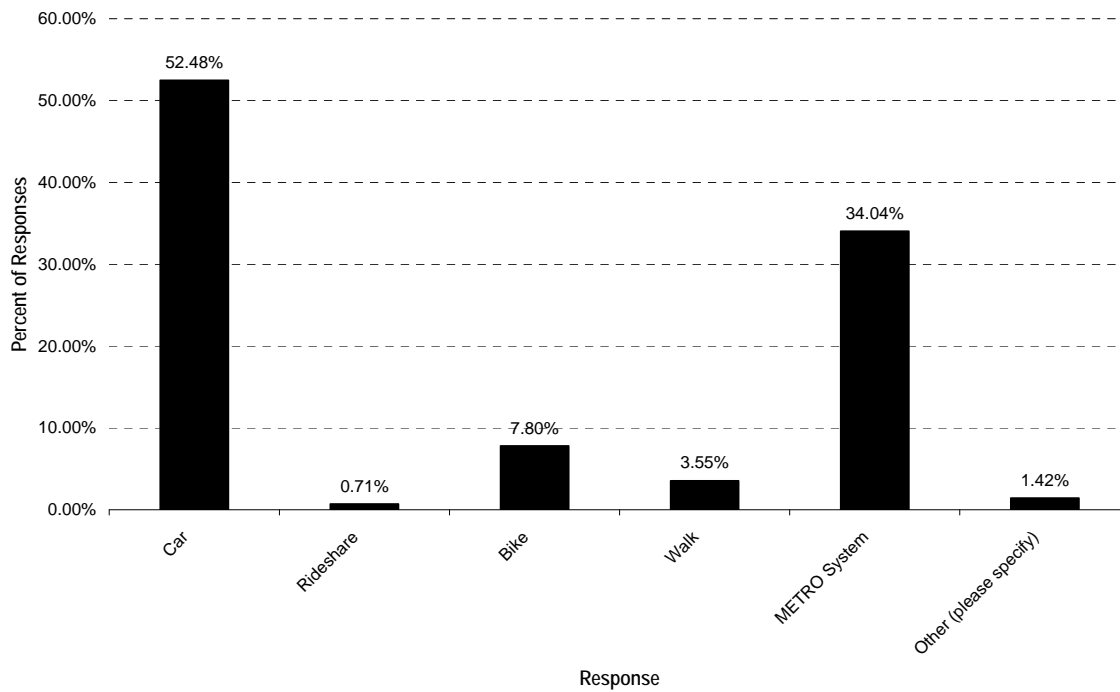
How frequently do you use METRO for trips to Cabillo College?
(Transit Non-Users)

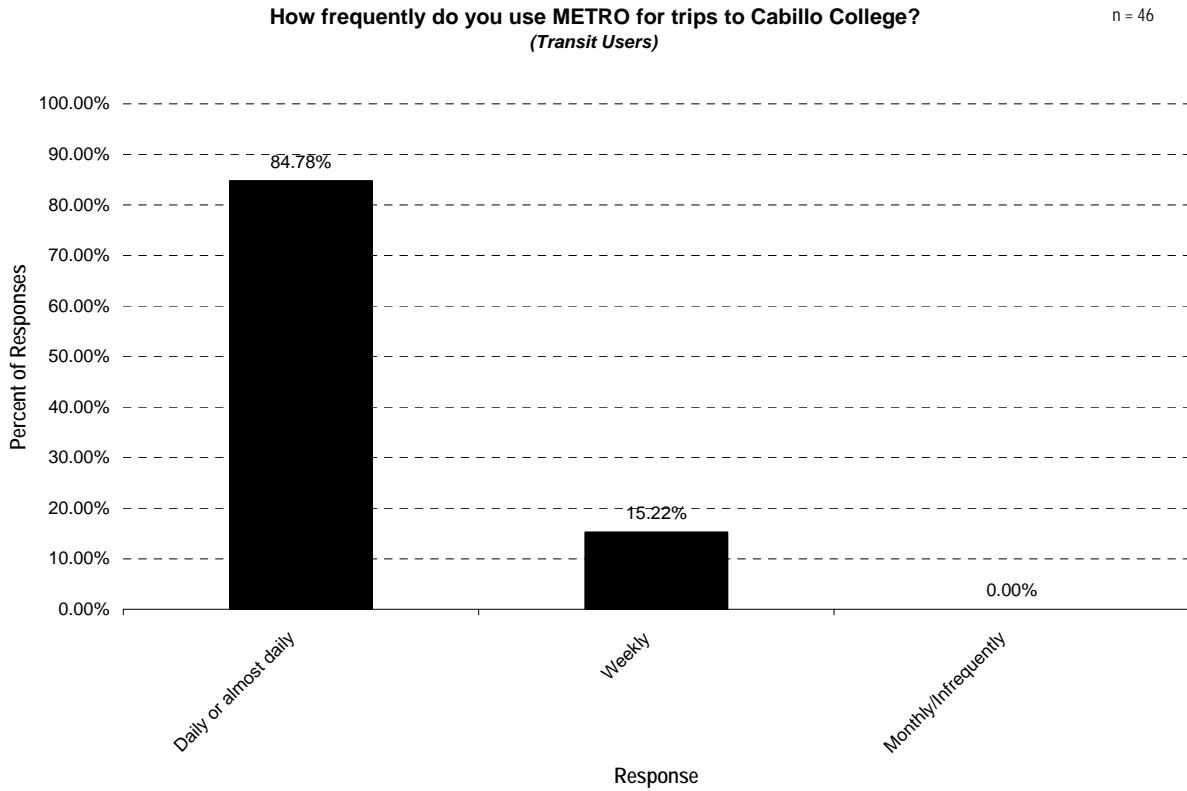
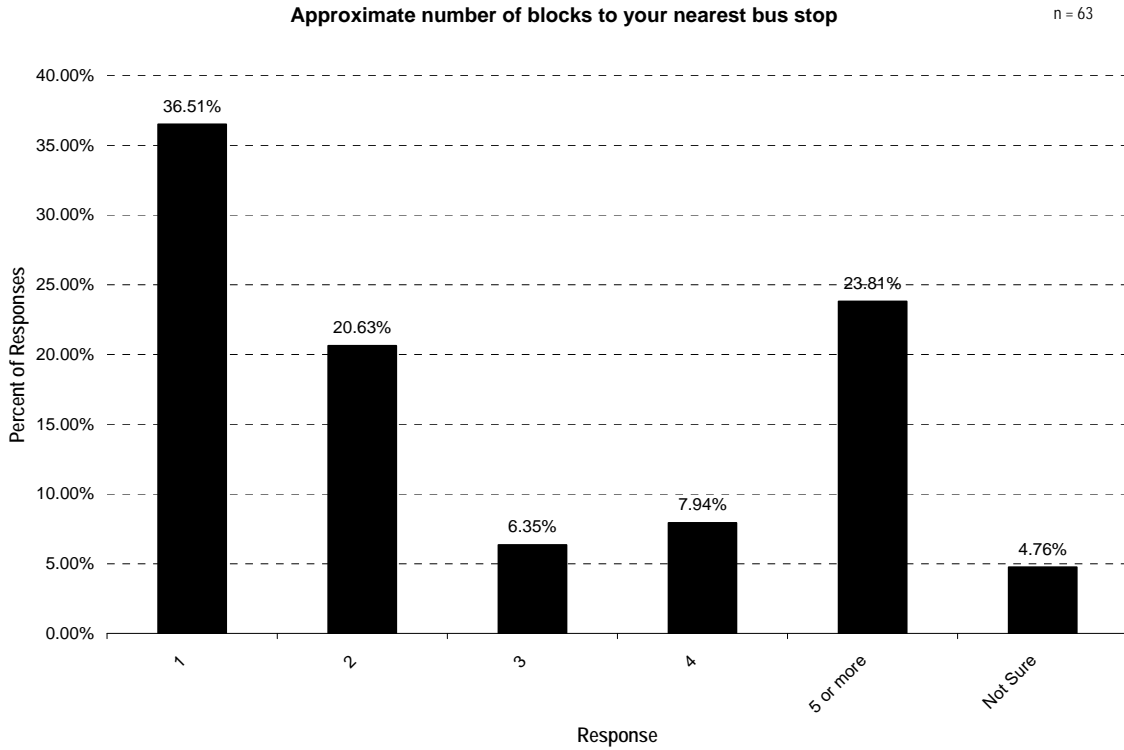
n = 90



How do you most often get to Cabrillo College?

n = 141

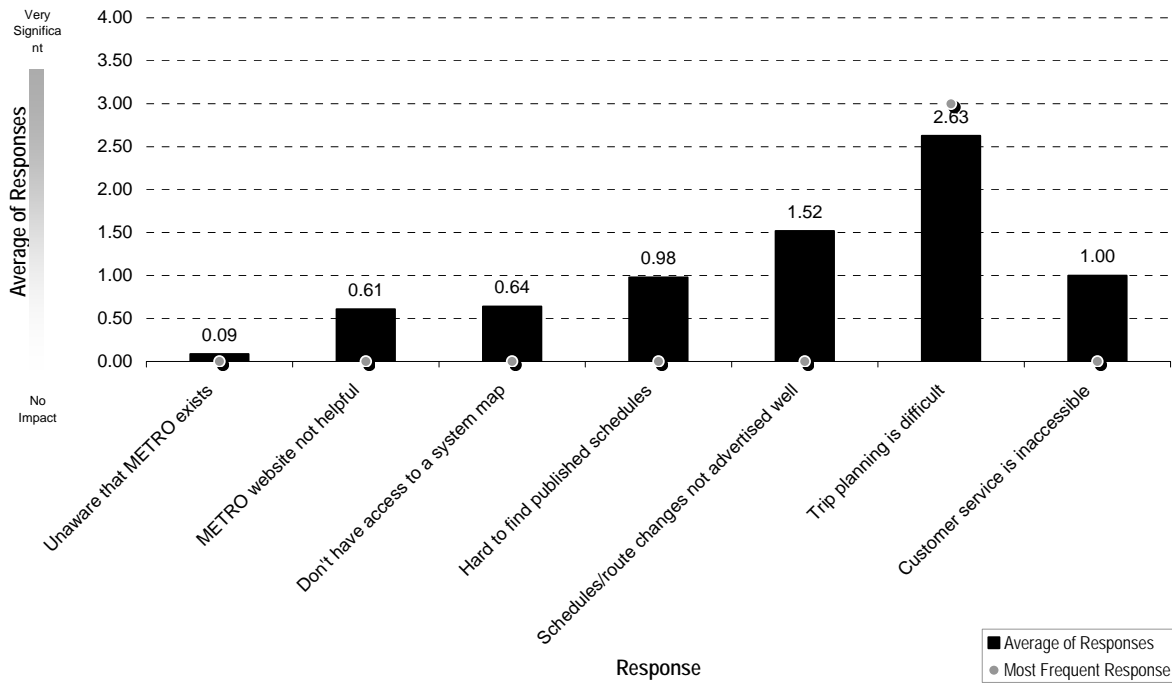




To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 64

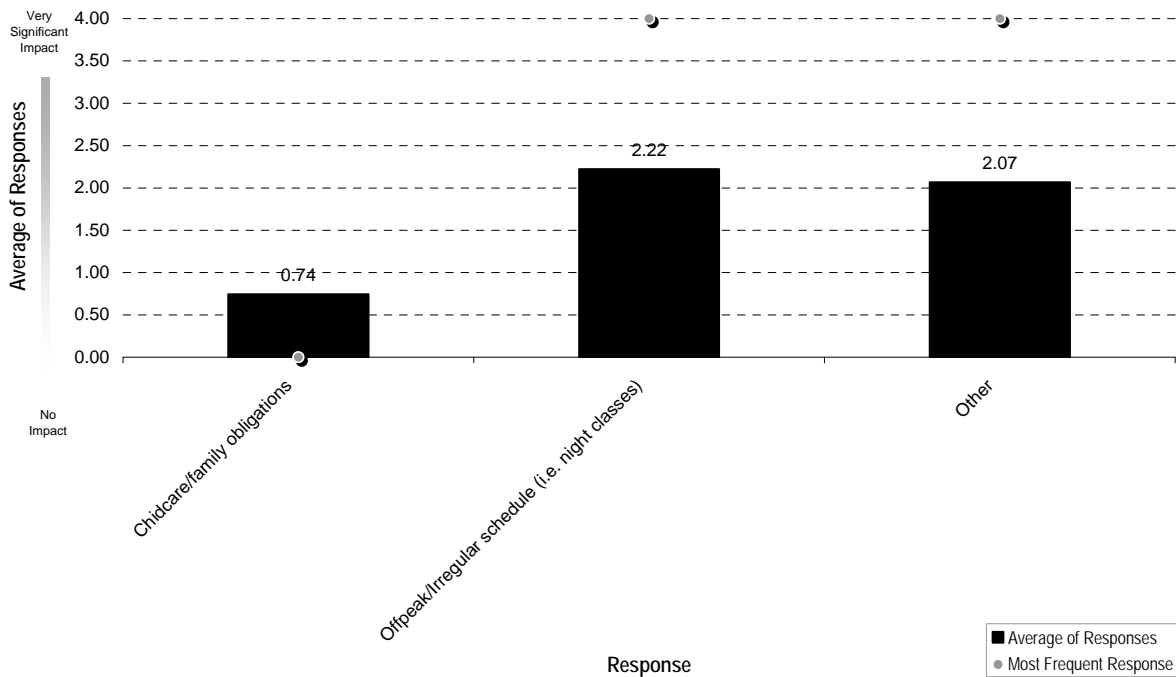
Category: Poor Service Information



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 63

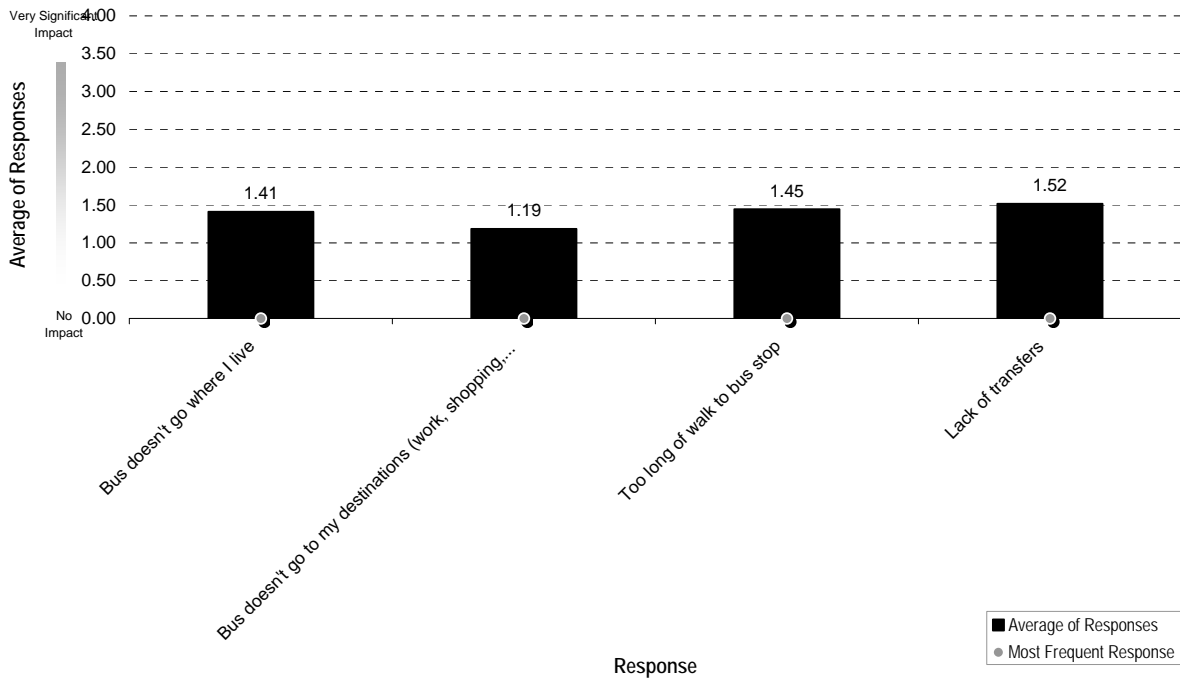
Category: Non-Convenient for My Lifestyle



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 60

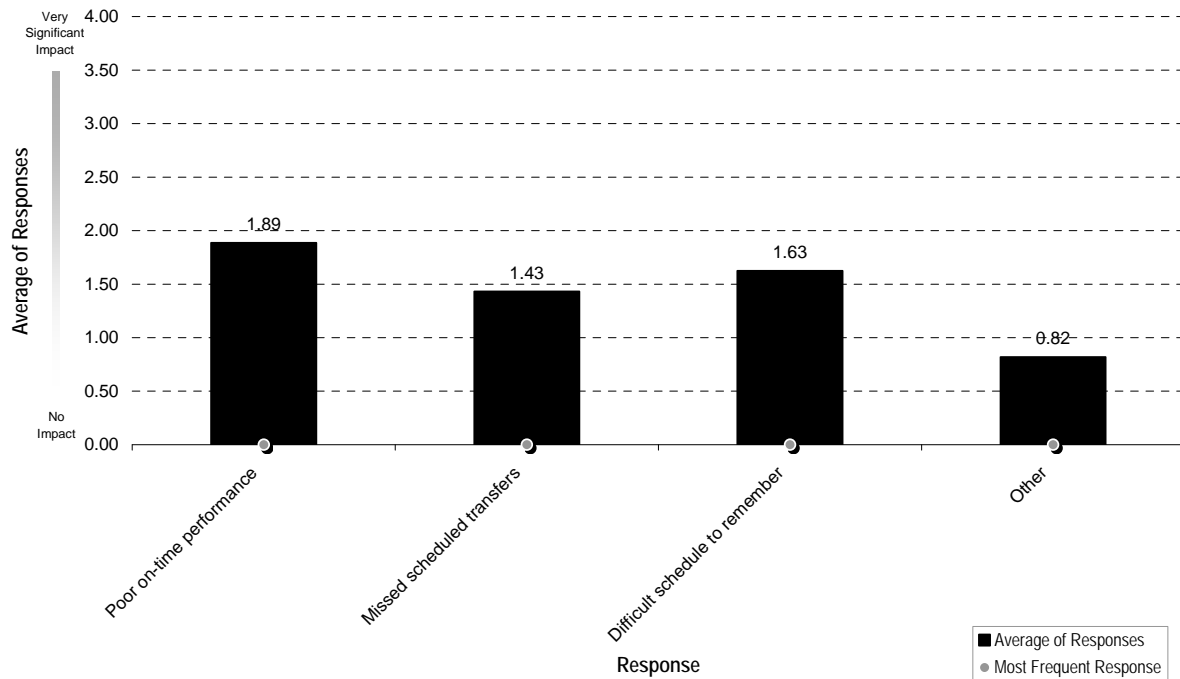
Category: Poor or Limited Service Area Coverage



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 59

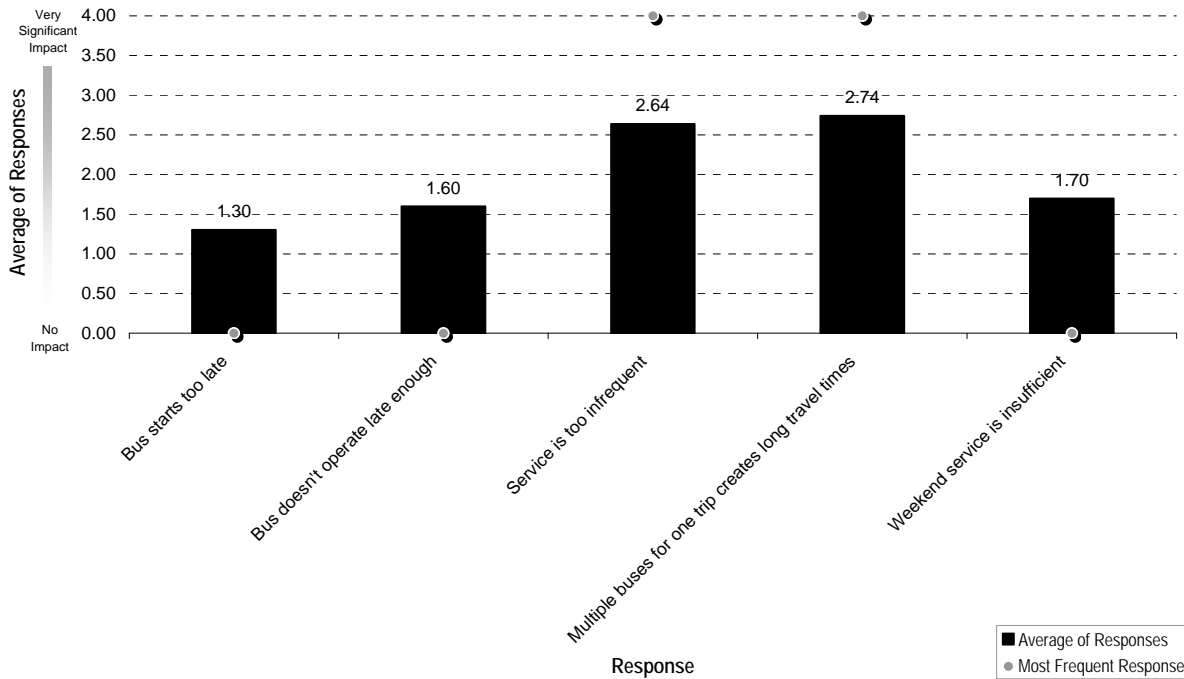
Category: METRO Service Reliability



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 63

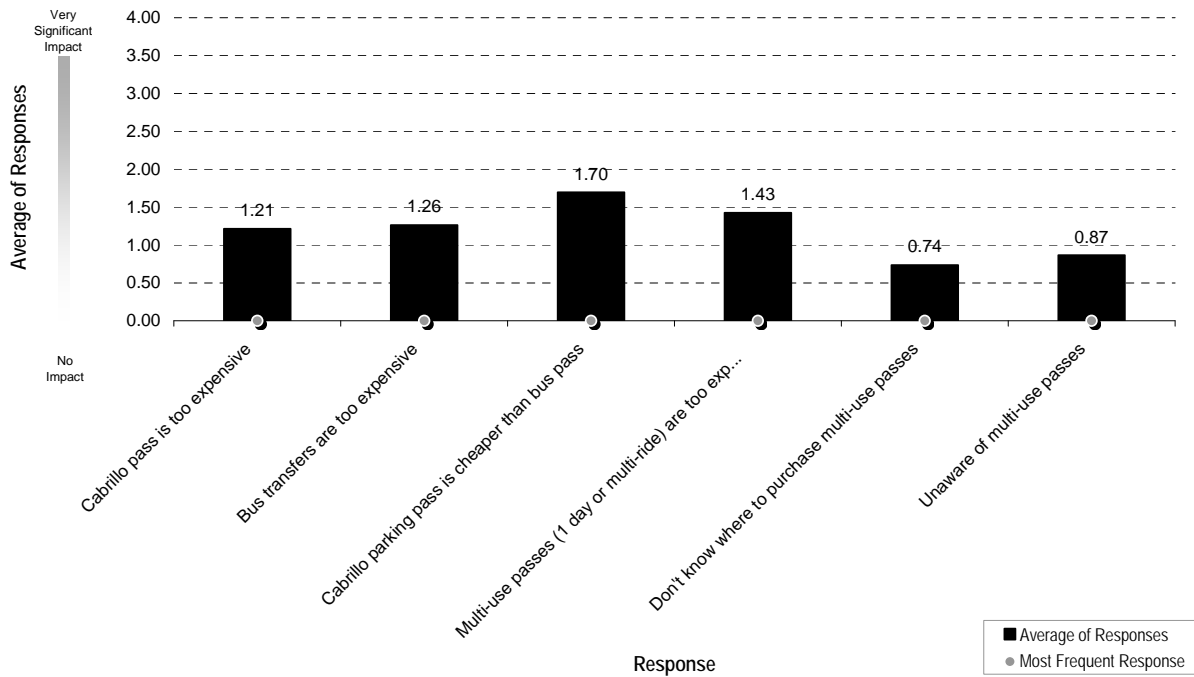
Category: Poor or Limited Time Coverage



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 60

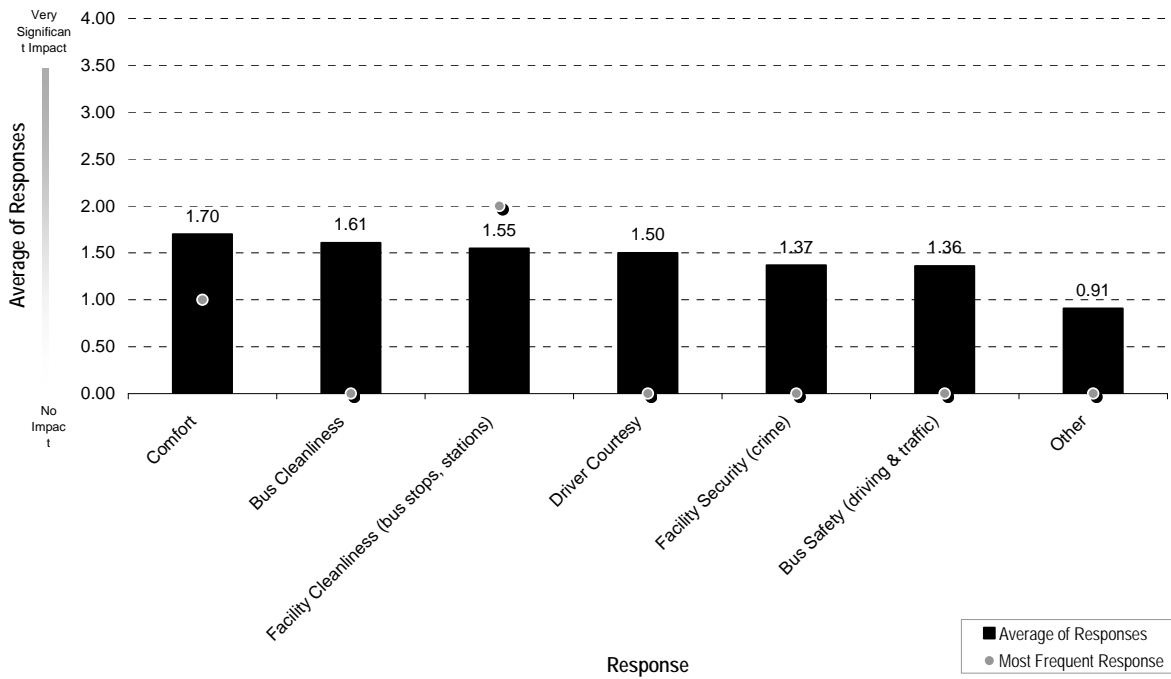
Category: METRO Service Cost



To what extent have the following factors impacted your decision NOT to commute primarily by bus?

n = 56

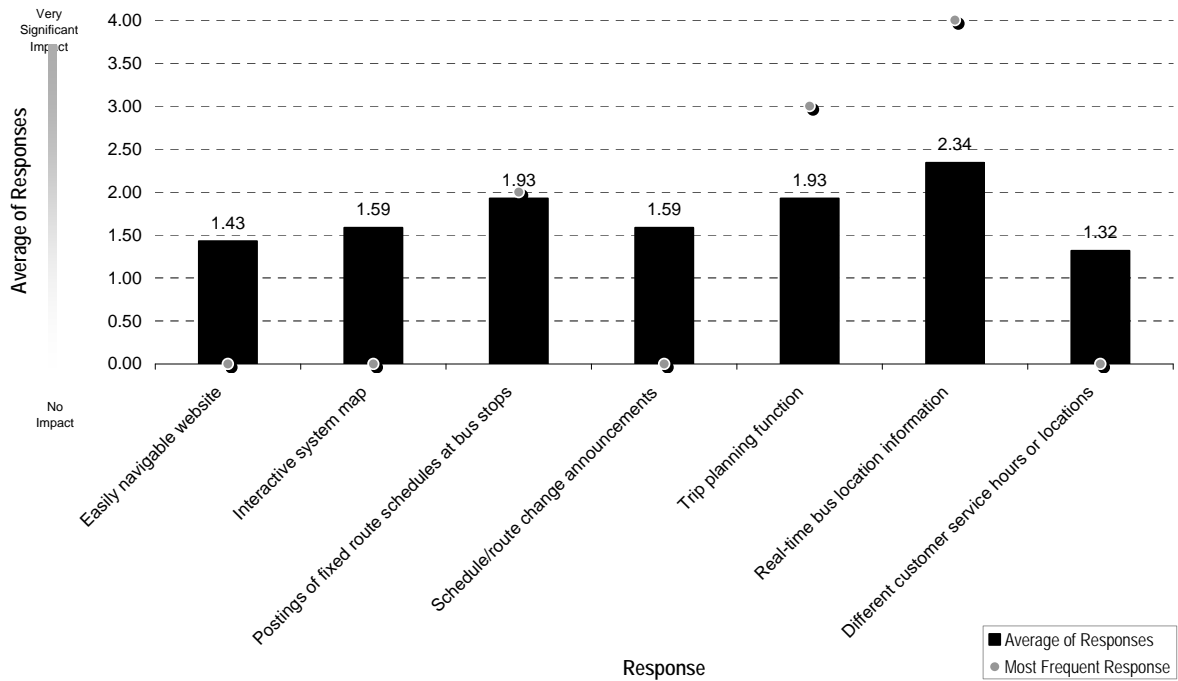
Category: METRO Service Quality



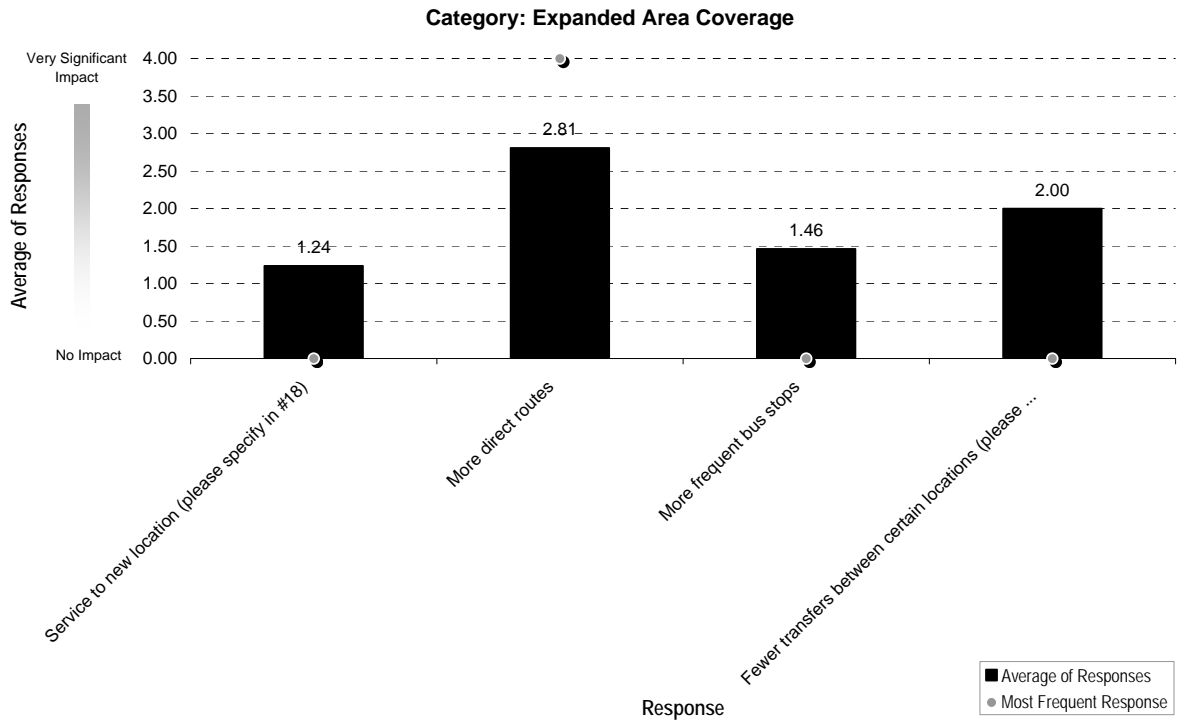
To what extent would the following impact your decision to INCREASE your use of METRO Service in the future?

n = 42

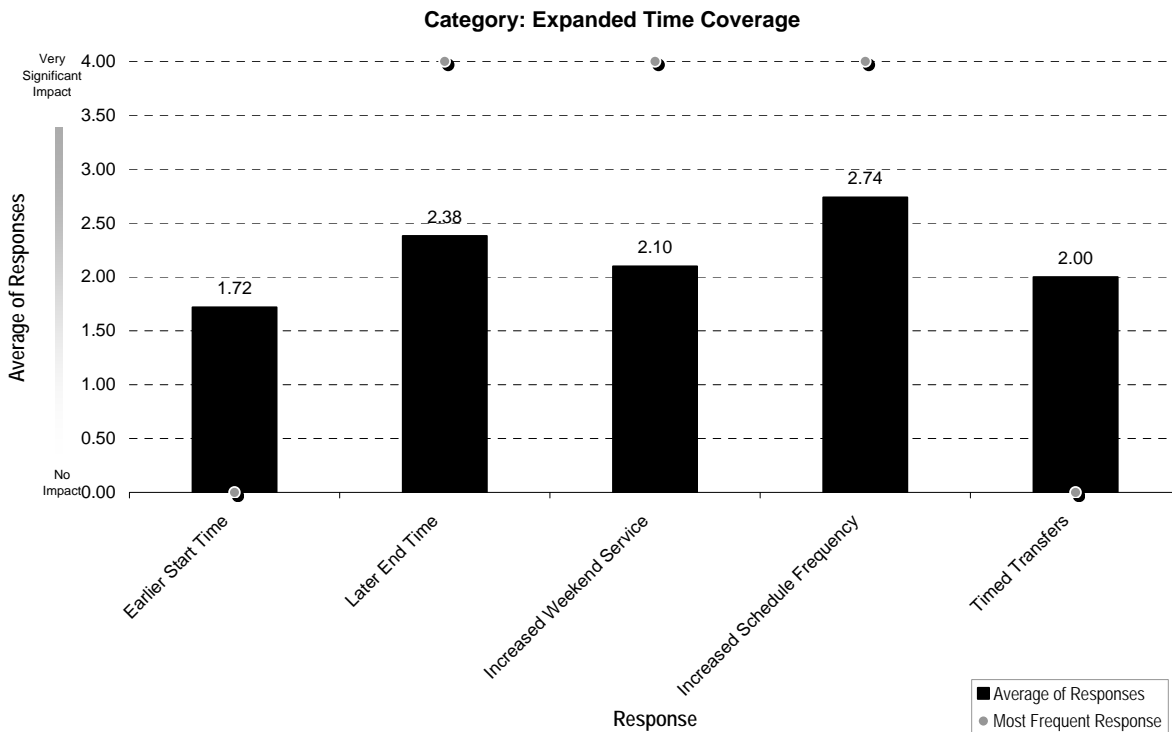
Category: Expanded Service Information



To what extent would the following impact your decision to INCREASE your use of METRO Service in the future? n = 42

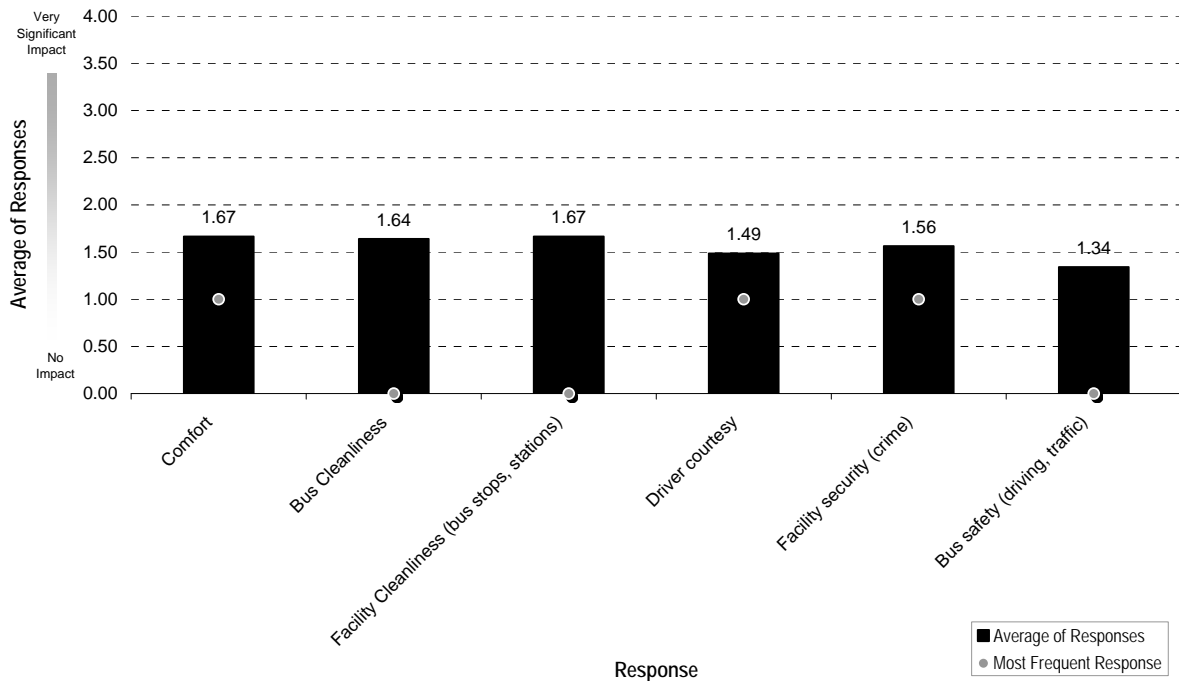


To what extent would the following impact your decision to INCREASE your use of METRO Service in the future? n = 42



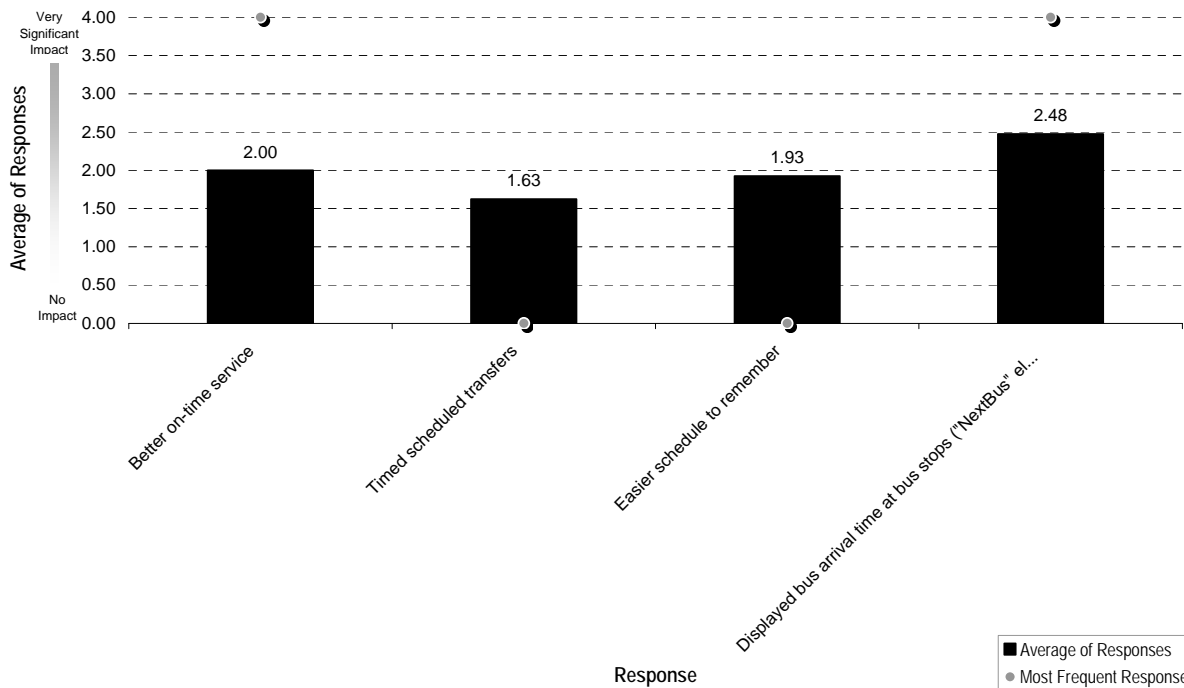
To what extent would the following impact your decision to INCREASE your use of METRO Service in the future? n = 39

Category: Improved Service Quality



To what extent would the following impact your decision to INCREASE your use of METRO Service in the future? n = 40

Category: Improved Service Reliability



Comments from "Other" Responses:

Question 1: How do you most often get to METRO?

I use the metro and sometimes get rides
wheelchair

Question 5: Poor Service Information

Sometimes the buses are too packed and some bus drivers are rude and don't wait until you sit down before they start driving. I have almost fallen from this or seen others almost fall.
Routes are not relevant to my commute needs
It is more complicated, time and route-wise for me to take the bus
Some times the bus drivers can be rude and don't stop and it really ruins my day because ill be late to work or school.
I live in Aromas, no bus line.
My area is serviced just 1x during an hour. It's the inflexibility that prevents me from using public transportation.
Infrequent
It took me an hour to get to school from West Santa Cruz to Cabrillo and I had to walk a mile home each night at 11 pm through a sketchy area
Waiting period is too long between buses
Poor service
Even on prime route, busses too infrequent
Service not reliable
Routes ridiculous, inefficient for cross-town+ no transfers
Maps are difficult to read

Question 7: Taking the bus isn't convenient to my lifestyle.

I like biking to school
Convenience of leaving when i want directly home 2 mi
Too Busy, bus takes too long
I apparently have to take 3 different buses from my house to Cabrillo, a trip of about an hour and a half (compared to 20 minutes in a car)
Too many stops

IT takes to long.
Fear of not being safe - bus stops are unsafe, people in SLV are scary and predatory at bus stops, where drugs are dealt
I quite often have heavy/bulky artwork supplies to transport
Because I don't know if they are going to stop or leave me there.
Frequently, the 71 is very late and does not follow the time tables listed. I don't take the bus anymore because the bus system is not very efficient or reliable.
Slow service (15 min. car trip takes 30 min. bus)
Needing to be places right after one another. no time to wait for bus
There is no route within three miles of my home.
I live far away from school
I can not be sure I will be on time when I take the bus
No transit service on Glen canyon
Bus pass does not work on Sundays
No bus service near my house
Taking the bus is like a long journey, as opposed to simple transportation
It's all about the drivers, the passengers seem like a secondary consideration. . Everybody doesn't get all those union holidays off. I don't have 3 hours a day for a half hour worth of commuting
Service so limited by time and area
I like to bike but bus is second choice
Bus takes too long
Bus takes too long to transport
Too far to walk for me.
Coordination with employment

Question 13: METRO service reliability?

Plenty reliable, bus trips from downtown to Cabrillo and back too infrequent
Need some express service
Uncertain of reliability - data not published or easily available
I've never taken a bus.
Bus schedules do not reflect ACTUAL arrival times
It's a really cute trick when the bus has came and gone like fifteen minutes before its scheduled time. or doesn't run for the last scheduled run.

Not convenient like other cities + how it was here
--

Question 15: METRO Service Quality?

Too many fumes/smells
Some drivers are wonderful and some are abusive. We have no action to take if they are bad
I've never taken a bus

Question 18: New locations for expanded service?

Amesti Rd.
Felton - East Zayante past glen arbor - it must be safe, security camera/well-patrolled stop
Lockwood and Whispering Pines
More nonstop from Watsonville
AROMAS
Branciforte Drive
More stops in Bonny Doon
Shaffer Rd area coverage

Question 19: Reduce the need to transfer between these locations?

East Zayante and Glen Arbor to downtown Santa Cruz, 17th Ave, River Street (Costco)
Scotts Valley and Cabrillo
Capitola and Cabrillo
Cabrillo Metro Buses specifically for students only
Western to Cabrillo
Green Valley rd /Cabrillo/Santa Cruz
To Cabrillo College
I have to go downtown first to get anywhere (ie. Cabrillo, Capitola)
Cabrillo and UCSC
Westside Santa Cruz and Capitola/Aptos/Soquel
Cabrillo to UCSC
Rio del Mar and Santa Cruz
Westside and Cabrillo
Westside to Cabrillo without stop at Metro center

Question 23: Other service area improvements or amenities?

Remove billboards/ads on buses
A more efficient system for 71 would be great.
Bus from Cabrillo to SJSU
Expand service not excess technology.

APPENDIX E: FINANCIAL TABLES

The following tables show the detailed revenue sources for actual end FY07 through projected FY12 using three different projection methodologies including:

- METRO projections based on MTD five year framework (November 2007) – Table H-1
- Projections based on historic METRO budgets – Table H-2
- Recommended projections for SRTP – Table H-3
- Projections based on SCMTD TY 2009 Budget – Table H-4
- Historic budget analysis – Table H-5
- METRO year end actuals – Table H-6
- Historic and projected sales tax revenue – Table H-7

Table H-1: METRO Five Year Framework Projection

REVENUE SOURCE	YEAR END ACTUAL FY07	PROJ. YEAR END ACTUAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	AVG. ANNUAL CHANGE FY09/ FY12
Passenger Fares	\$ 3,406,079	\$ 3,450,078	\$ 3,519,080	\$ 3,589,461	\$ 3,661,250	\$ 3,734,475	2%
Special Transit Fares	\$ 2,837,936	\$ 3,050,000	\$ 3,202,500	\$ 3,362,625	\$ 3,530,756	\$ 3,707,294	5%
Paratransit Fares	\$ 229,100	\$ 229,644	\$ 231,940	\$ 234,260	\$ 236,602	\$ 238,968	1%
Highway 17 Fares	\$ 818,902	\$ 842,000	\$ 867,260	\$ 893,278	\$ 920,076	\$ 947,678	3%
Highway 17 Payments	\$ 438,482	\$ 509,000	\$ 524,270	\$ 539,998	\$ 556,198	\$ 572,884	3%
Commissions	\$ 5,695	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	0%
Advertising Income	\$ 243,273	\$ 200,461	\$ 175,000	\$ 180,250	\$ 185,658	\$ 191,227	3%
Rent Income - SC Metro Center	\$ 85,935	\$ 81,803	\$ 83,439	\$ 85,108	\$ 86,810	\$ 88,546	2%
Rent Income - Watsonville TC	\$ 50,644	\$ 45,758	\$ 46,673	\$ 47,607	\$ 48,559	\$ 49,530	2%
Rent Income - General	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	\$ 1,327,929	\$ 875,000	\$ 750,000	\$ 500,000	\$ 450,000	\$ 450,000	
Other Non-Trans Revenue	\$ 269,279	\$ 136,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	3%
Sales Tax	\$ 17,652,773	\$ 17,624,453	\$ 18,065,064	\$ 18,516,691	\$ 18,979,608	\$ 19,454,098	3%
Transp Dev Act (TDA) Funds	\$ 6,165,834	\$ 6,362,036	\$ 6,552,897	\$ 6,749,484	\$ 6,951,969	\$ 7,160,528	3%
FTA Sec 5307 - Op Assistance	\$ 3,200,226	\$ 3,153,552	\$ 3,216,623	\$ 3,280,956	\$ 3,346,575	\$ 3,413,506	2%
Repay FTA Advance (5 years)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ 168,582	\$ 149,335	\$ 155,308	\$ 161,521	\$ 167,982	\$ 174,701	4%
Transfer from Capital/Proj Mgr	\$ -		\$ -	\$ -	\$ -	\$ -	4%
SUBTOTAL REVENUE	\$ 6,835,469	\$ 36,644,493	\$ 7,495,427	\$38,251,710	\$ 39,307,767	\$ 40,374,572	
ANNUAL INCREASE			2.3%	2.0%	2.8%	2.7%	
ONE-TIME REVENUE							
Carryover from Prev. Year	\$ -		\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ 30,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Transfer from Reserves		\$ 152,270					
FTA Sec 5317 - Op Assistance	\$ -	\$ 17,785	\$ -	\$ -	\$ -	\$ -	
AMBAG Funding (Intern & SRTP)	\$ 39,404	\$ 43,746	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL ONE-TIME REVENUE	\$ 39,404	\$ 243,801	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
TOTAL REVENUE	\$ 6,874,873	\$ 36,888,294	\$37,645,427	\$38,401,710	\$ 39,457,767	\$ 40,524,572	

Table H-2: Projections Based on Historic METRO Budgets

REVENUE SOURCE	YEAR END ACTUAL FY07	PROJ. YEAR END ACTUAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	AVG. ANNUAL CHANGE FY09/ FY12
Passenger Fares	\$ 3,406,079	\$ 3,450,078	\$ 3,450,078	\$ 3,450,078	\$ 3,450,078	\$ 3,450,078	0%
Special Transit Fares	\$ 2,837,936	\$ 3,050,000	\$ 3,202,500	\$ 3,362,625	\$ 3,530,756	\$ 3,707,294	5%
Paratransit Fares	\$ 229,100	\$ 229,644	\$ 231,940	\$ 234,260	\$ 236,602	\$ 238,968	1%
Highway 17 Fares	\$ 818,902	\$ 842,000	\$ 867,260	\$ 893,278	\$ 920,076	\$ 947,678	3%
Highway 17 Payments	\$ 438,482	\$ 509,000	\$ 524,270	\$ 539,998	\$ 556,198	\$ 572,884	3%
Commissions	\$ 5,695	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	0%
Advertising Income	\$ 243,273	\$ 200,461	\$ 175,000	\$ 180,250	\$ 185,658	\$ 191,227	3%
Rent Income - SC Metro Center	\$ 85,935	\$ 81,803	\$ 83,439	\$ 85,108	\$ 86,810	\$ 88,546	2%
Rent Income - Watsonville TC	\$ 50,644	\$ 45,758	\$ 46,673	\$ 47,607	\$ 48,559	\$ 49,530	2%
Rent Income - General	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	\$ 1,327,929	\$ 875,000	\$ 750,000	\$ 500,000	\$ 450,000	\$ 450,000	
Other Non-Transp Revenue	\$ 269,279	\$ 136,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	3%
Sales Tax	\$ 17,652,773	\$ 17,624,453	\$ 18,065,064	\$ 18,516,691	\$ 18,979,608	\$ 19,454,098	2.5%
Transp Dev Act (TDA) Funds	\$ 6,165,834	\$ 6,362,036	\$ 6,552,897	\$ 6,749,484	\$ 6,951,969	\$ 7,160,528	3.0%
FTA Sec 5307 - Op Assistance	\$ 3,200,226	\$ 3,153,552	\$ 3,216,623	\$ 3,280,956	\$ 3,346,575	\$ 3,413,506	2.0%
Repay FTA Advance (5 years)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ 168,582	\$ 149,335	\$ 155,308	\$ 161,521	\$ 167,982	\$ 174,701	4%
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4%
SUBTOTAL REVENUE	\$36,835,469	\$ 36,644,493	\$ 37,426,426	\$ 38,112,326	\$ 39,096,595	\$ 40,090,175	
ANNUAL INCREASE			2.1%	1.8%	2.6%	2.5%	
ONE-TIME REVENUE							
Carryover from Previous Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ 30,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Transfer from Reserves		\$ 152,270					
FTA Sec 5317 - Op Assistance	\$ -	\$ 17,785	\$ -	\$ -	\$ -	\$ -	
AMBAG Funding (Intern & SRTP)	\$ 39,404	\$ 43,746	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL ONE-TIME REVENUE	\$ 39,404	\$ 243,801	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
TOTAL REVENUE	\$36,874,873	\$ 36,888,294	\$ 37,576,426	\$ 38,262,326	\$ 39,246,595	\$ 40,240,175	

Table H-3: Recommended Projections for SRTP

REVENUE SOURCE	YEAR END ACTUAL FY07	PROJ. YEAR END ACTUAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	AVG. ANNUAL CHANGE FY09/ FY12
Passenger Fares	\$ 3,406,079	\$ 3,450,078	\$ 3,519,080	\$ 3,589,461	\$ 3,661,250	\$ 3,734,475	2%
Special Transit Fares	\$ 2,837,936	\$ 3,050,000	\$ 3,202,500	\$ 3,362,625	\$ 3,530,756	\$ 3,707,294	5%
Paratransit Fares	\$ 229,100	\$ 229,644	\$ 231,940	\$ 234,260	\$ 236,602	\$ 238,968	1%
Highway 17 Fares	\$ 818,902	\$ 842,000	\$ 867,260	\$ 893,278	\$ 920,076	\$ 947,678	3%
Highway 17 Payments	\$ 438,482	\$ 509,000	\$ 524,270	\$ 539,998	\$ 556,198	\$ 572,884	3%
Commissions	\$ 5,695	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	\$ 5,372	0%
Advertising Income	\$ 243,273	\$ 200,461	\$ 175,000	\$ 180,250	\$ 185,658	\$ 191,227	3%
Rent Income - SC Metro Center	\$ 85,935	\$ 81,803	\$ 83,439	\$ 85,108	\$ 86,810	\$ 88,546	2%
Rent Income - Watsonville TC	\$ 50,644	\$ 45,758	\$ 46,673	\$ 47,607	\$ 48,559	\$ 49,530	2%
Rent Income - General	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	\$ 1,327,929	\$ 875,000	\$ 750,000	\$ 500,000	\$ 450,000	\$ 450,000	
Other Non-Transp Revenue	\$ 269,279	\$ 136,000	\$ 170,000	\$ 175,100	\$ 180,353	\$ 185,764	3%
Sales Tax	\$ 17,652,773	\$ 17,624,453	\$ 17,712,575	\$ 17,889,701	\$ 18,426,392	\$ 18,979,184	2%
Transp Dev Act (TDA) Funds	\$ 6,165,834	\$ 6,362,036	\$ 6,247,519	\$ 6,309,995	\$ 6,499,294	\$ 6,694,273	2%
FTA Sec 5307 - Op Assistance	\$ 3,200,226	\$ 3,153,552	\$ 3,185,088	\$ 3,248,789	\$ 3,313,765	\$ 3,380,040	2%
Repay FTA Advance (5 years)	\$ 70,000	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ 168,582	\$ 149,335	\$ 155,308	\$ 161,521	\$ 167,982	\$ 174,701	4%
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4%
SUBTOTAL REVENUE	\$ 36,835,469	\$ 36,644,493	\$ 36,806,025	\$ 37,153,064	\$ 38,269,068	\$ 39,399,937	
ANNUAL INCREASE			0.4%	0.9%	3.0%	3.0%	
ONE-TIME REVENUE							
Carryover from Previous Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ 30,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Transfer from Reserves		\$ 152,270					
FTA Sec 5317 - Op Assistance	\$ -	\$ 17,785	\$ -	\$ -	\$ -	\$ -	
AMBAG Funding (Intern & SRTP)	\$ 39,404	\$ 43,746	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL ONE-TIME REVENUE	\$ 39,404	\$ 243,801	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
TOTAL REVENUE	\$ 36,874,873	\$ 36,888,294	\$ 36,956,025	\$ 37,303,064	\$ 38,419,068	\$ 39,549,937	

Table H-4: Projections Based on SCMTD TY 2009 Budget (as of March 28, 2008)

REVENUE SOURCE	YEAR END ACTUAL FY07	PROJ. YEAR END ACTUAL FY08	PROJ FY09	PROJ FY10	PROJ FY11	PROJ FY12	AVG. ANNUAL CHANGE FY09/ FY12
Passenger Fares	\$ 3,406,079	\$ 3,450,078	\$ 3,519,080	\$ 3,589,461	\$ 3,661,250	\$ 3,734,475	2%
Special Transit Fares	\$ 2,837,936	\$ 3,050,000	\$ 3,275,000	\$ 3,578,000	\$ 3,756,900	\$ 3,944,745	5%
Paratransit Fares	\$ 229,100	\$ 229,644	\$ 235,335	\$ 241,313	\$ 243,726	\$ 246,163	1%
Highway 17 Fares	\$ 818,902	\$ 842,000	\$ 852,000	\$ 877,000	\$ 903,310	\$ 930,409	3%
Highway 17 Payments	\$ 438,482	\$ 509,000	\$ 548,000	\$ 583,000	\$ 600,490	\$ 618,505	3%
Commissions	\$ 5,695	\$ 5,372	\$ 5,479	\$ 5,589	\$ 5,589	\$ 5,589	0%
Advertising Income	\$ 243,273	\$ 200,461	\$ 92,400	\$ 150,000	\$ 154,500	\$ 159,135	3%
Rent Income - SC Metro Center	\$ 85,935	\$ 81,803	\$ 83,030	\$ 84,275	\$ 85,961	\$ 87,680	2%
Rent Income - Watsonville TC	\$ 50,644	\$ 45,758	\$ 46,216	\$ 46,678	\$ 47,612	\$ 48,564	2%
Rent Income - General	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Interest Income	\$ 1,327,929	\$ 875,000	\$ 335,000	\$ 325,000	\$ 450,000	\$ 450,000	
Other Non-Transp Revenue	\$ 269,279	\$ 136,000	\$ 132,000	\$ 132,000	\$ 135,960	\$ 140,039	3%
Sales Tax	\$17,652,773	\$ 17,624,453	\$ 17,682,614	\$ 18,213,092	\$ 18,759,485	\$ 19,322,269	3%
Transp Dev Act (TDA) Funds	\$ 6,165,834	\$ 6,362,036	\$ 6,249,168	\$ 6,436,643	\$ 6,629,742	\$ 6,828,635	3%
FTA Sec 5307 - Op Assistance	\$ 3,200,226	\$ 3,153,552	\$ 3,426,293	\$ 3,570,197	\$ 3,641,601	\$ 3,714,433	3%
Repay FTA Advance (5 years)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ 168,582	\$ 149,335	\$ 161,615	\$ 168,403	\$ 175,139	\$ 182,145	4%
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4%
SUBTOTAL REVENUE	\$36,835,469	\$ 36,644,493	\$ 36,573,230	\$ 37,930,651	\$ 39,251,265	\$ 40,412,785	
ANNUAL INCREASE			-0.2%	3.7%	3.5%	3.0%	
ONE-TIME REVENUE							
Carryover from Previous Year	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ 30,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	
Transfer from Reserves	\$ -	\$ 152,270	\$ 115,830	\$ 119,305	\$ -	\$ -	
FTA Sec 5317 - Op Assistance	\$ -	\$ 17,785	\$ -	\$ -	\$ -	\$ -	
AMBAG Funding (Intern & SRTP)	\$ 39,404	\$ 43,746	\$ -	\$ -	\$ -	\$ -	
SUBTOTAL ONE-TIME REVENUE	\$ 39,404	\$ 243,801	\$ 2,265,830	\$ 269,305	\$ 150,000	\$ 150,000	
TOTAL REVENUE	\$36,874,873	\$ 36,888,294	\$ 38,839,060	\$ 38,199,956	\$ 39,401,265	\$ 40,562,785	

Table H-5: Historic Budget Analysis

Revenue Sources	Adopted Budgets											Historic MTD Budgets		
	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Average Annual Growth Rates		
			Revised Budget	Feb Revised Budget	Revised Budget	Final Budget	Final	Revised	Final	Final	Adopted	10 years	5 years	3 years
Passenger Fares	\$2,874,886	\$3,058,053	\$3,199,146	\$3,106,966	\$3,051,780	\$3,856,173	\$3,897,107	\$3,574,868	\$3,578,745	\$3,650,320	\$3,450,078	1.8%	-2%	-1.2%
Special Transit Fares	\$1,547,052	\$1,653,000	\$1,605,319	\$1,823,327	\$1,782,662	\$1,645,252	\$2,166,861	\$2,414,780	\$2,488,779	\$2,588,330	\$2,823,253	6.2%	11%	5.3%
Paratransit Fares	\$162,000	\$200,000	\$262,000	\$228,770	\$240,000	\$360,000	\$324,000	\$295,500	\$240,000	\$249,600	\$249,600	4.4%	-7%	-5.5%
Highway 17 Fares		\$655,000	\$819,413	\$915,728	\$915,728	\$375,972	\$326,458	\$626,776	\$688,145	\$708,789	\$843,723		18%	10.4%
Highway 17 Payments								\$409,195	\$442,330	\$455,600	\$462,526			4.2%
Highway 17 VTA Payments						\$524,028	\$337,242							
Highway 17 AMTRAK Payments							\$370,000							
Purchased Transportation Revenue	\$700,291	\$140,309												
Commissions	\$9,000	\$9,000	\$11,000	\$12,000	\$10,000	\$9,200	\$7,400	\$6,000	\$6,000	\$6,000	\$6,000	-4.0%	-8%	0.0%
Advertising Income	\$100,000	\$134,000	\$158,000	\$174,000	\$138,000		\$45,000	\$50,000	\$120,000	\$120,000	\$145,000	3.8%		42.6%
Rent Income - SC Metro Center	\$63,157	\$63,800	\$84,000	\$89,658	\$92,000	\$93,691	\$95,745	\$93,903	\$83,373	\$85,040	\$85,040	3.0%	-2%	-3.3%
Rent Income - Watsonville TC	\$45,303	\$31,600	\$50,000	\$46,509	\$47,000	\$52,959	\$47,877	\$47,995	\$48,516	\$49,486	\$49,486	0.9%	-1%	1.0%
Rent Income - General	\$6,355	\$0	\$7,200	\$7,200	\$7,200	\$3,600	\$9,600	\$4,800	\$4,800	\$0	\$0	-100%	100%	-100%
Interest Income	\$550,000	\$770,000	\$1,171,249	\$737,000	\$508,000	\$300,000	\$288,400	\$428,000	\$960,000	\$1,008,000	\$1,076,000	6.9%	29%	36.0%
Other Non-Transportation Income	\$4,540	\$43,865	\$6,400	\$1,800	\$2,100	\$2,100	\$6,000	\$4,500	\$356,500	\$367,195	\$283,000		167%	297.7%
Sales Tax	\$12,734,000	\$13,900,000	\$16,128,000	\$15,290,422	\$15,154,578	\$15,759,000	\$15,377,900	\$15,839,237	\$16,640,983	\$17,306,622	\$17,624,453	3.3%	2%	3.6%
Sale of Assets	\$20,000	\$0												
Transportation Development Act Funds	\$4,605,126	\$4,674,062	\$5,760,322	\$5,767,827	\$5,134,522	\$5,392,889	\$5,413,251	\$5,677,686	\$5,880,834	\$6,116,067	\$6,362,037	3.3%	3%	3.9%
Special TDA Allocation	\$0	\$150,000	\$649,889	\$417,878					\$285,000	\$285,000				
Other Local Funding	\$425,000	\$0	\$30,000											
State Guideway Funding (PVEA, TCI)	\$425,000	\$450,000	\$450,000											
FTA Section 5303 - Strategic Implementation				\$35,000										
FTA Section 5303 - Custom Info Serv Plan				\$35,000										
FTA Section 5303 - SRTP, Studies	\$42,072	\$70,000	\$70,000											
FTA Section 5307 - Operating Assistance	\$505,614	\$505,614	\$505,614	\$1,229,934	\$2,075,729	\$2,804,435	\$2,950,231	\$3,091,556	\$3,130,496	\$3,287,021	\$3,247,000	20.4%	3%	1.6%

APPENDIX E: FINANCIAL TABLES

Adopted Budgets												Historic MTD Budgets		
	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	Average Annual Growth Rates		
Revenue Sources			Revised Budget	Feb Revised Budget	Revised Budget	Final Budget	Final	Revised	Final	Final	Adopted	10 years	5 years	3 years
Repay FTA Advance (5 years)								(\$70,000)	(\$70,000)	(\$70,000)	(\$70,000)			0.0%
FTA Section 5311 - Rural Operating Assistance	\$36,604	\$39,697	\$42,448	\$46,701	\$46,701	\$46,701	\$92,928	\$65,704	\$168,582	\$177,011	\$149,335	15.1%	26%	31.5%
Transfer from Capital/Proj Mgr				\$848,280		\$94,000	\$102,000	\$102,000	\$107,100	\$112,455	\$112,455			3.3%
Subtotal Revenue Sources	\$19,571,771	\$20,841,638	\$25,124,122	\$24,739,209	\$23,215,830	\$24,558,575	\$24,436,332	\$25,341,381	\$27,722,184	\$28,849,897	\$29,069,806	4.0%	3.4%	4.7%
<i>annual change</i>		6.5%	20.5%	-1.5%	-6.2%	5.8%	-0.5%	3.7%	9.4%	4.1%	0.8%			
One Time Revenue Sources														
FTA Sec 5317 - Op Assistance								\$0			\$17,785			
FTA Sec 5307 - One Time Advance							\$350,000							
Carryover of Paratransit Funding from Previous Year					\$100,000									
Carryover from Previous Year					\$450,000	\$950,000	\$800,000	\$935,500	\$649,817	\$681,462	\$911,228		-1%	-0.9%
Transfer from Reserves					\$1,200,000	\$350,000	\$0	\$335,000						
Transfer from Insurance Reserves				\$35,000	\$130,000	\$100,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000		8%	0.0%
AMBAG Funding (Intern & SRTP)											\$100,000			
Subtotal One Time Revenue Sources	\$0	\$0	\$0	\$35,000	\$1,880,000	\$1,400,000	\$1,300,000	\$1,420,500	\$799,817	\$831,462	\$1,179,013		-3%	-6.0%
<i>annual change</i>		#DIV/0!	#DIV/0!	#DIV/0!	5271.4%	-25.5%	-7.1%	9.3%	-43.7%	4.0%	41.8%			
Total Operating Revenue	\$19,571,771	\$20,841,638	\$25,124,122	\$24,739,209	\$23,215,830	\$24,558,575	\$24,436,332	\$25,341,381	\$27,722,184	\$28,849,897	\$29,069,806	4.0%	3%	4.7%
<i>annual change</i>		6.5%	20.5%	-1.5%	-6.2%	5.8%	-0.5%	3.7%	9.4%	4.1%	0.8%			

Table H-6: METRO Year End Actuals* (FY 2003-2008)

							Historic MTD Year End Actuals		
	2003	2004	2005	2006	2007	2008	Average Annual Growth Rates		
Operating Revenues							5 years	3 years	1 year
Passenger Fares	\$3,055,479	\$3,789,874	\$3,535,298	\$2,995,665	\$3,406,079	\$3,450,078	2.5%	-1%	1.3%
Special Transit Fares	\$1,837,234	\$2,180,107	\$2,285,492	\$2,029,724	\$2,837,936	\$3,050,000	10.7%	10%	7.5%
Paratransit Fares	\$210,280	\$278,588	\$243,553	\$223,860	\$229,100	\$229,644	1.8%	-2%	0.2%
Highway 17 Revenues	\$795,312	\$738,348	\$1,056,368	\$1,034,340	\$1,257,385	\$1,351,000	11.2%	9%	7.4%
Sales Tax	\$15,187,728	\$15,188,227	\$15,686,399	\$16,654,432	\$17,652,773	\$17,624,563	3.0%	4%	0.2%
Transportation Development Act Funds	\$5,134,522	\$5,337,724	\$5,413,251	\$5,740,612	\$6,165,834	\$6,362,036	4.4%	6%	3.2%
FTA Section 5307 - Operating Assistance	\$1,229,934	\$2,804,435	\$2,950,231	\$3,021,556	\$3,130,226	\$3,153,552	20.7%	2%	0.7%
Subtotal Non-Operating Revenue	\$27,450,489	\$30,317,303	\$31,170,592	\$31,700,189	\$34,679,333	\$35,220,873	5.1%	4%	1.6%
<i>annual change</i>		10.4%	2.8%	1.7%	3.1%	1.6%			

* Review of historic year end actuals for operating revenues only focused on the key sources: Passenger fares, sales tax, TDA funds and Section 5307 funds. These sources provided approximately 82% of the agency’s operating revenue over the last 5 years.

Table H-7: Historic and Projected Sales Tax Revenue (FY 1998-2006)

	1998	1999	2000	2001	2002	2003	2004	2005	2006	8 years	5 years	3 years
										Growth Rates		
Projected Sales Tax Revenue	\$12,563,316	\$13,354,858	\$14,807,812	\$16,356,095	\$15,095,441	\$15,263,828	\$15,135,227	\$15,848,098	\$16,583,132	3.5%	0.3%	2.8%
Actual Sales Tax Revenue	\$12,734,000	\$13,900,000	\$16,128,000	\$15,290,422	\$15,154,578	\$15,759,000	\$15,377,900	\$15,839,237	\$16,640,983	3.4%	2.0%	1.8%
Difference	\$ (170,684)	\$ (545,142)	\$(1,320,188)	\$ 1,065,673	\$ (59,137)	\$ (495,172)	\$ (242,673)	\$ 8,861	\$ (57,851)			

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: **CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JULY 28, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF AUGUST 28, 2009.**

I. RECOMMENDED ACTION

That the Board of Directors approve an amendment to the contract with West Bay Builders Inc. that extends the contract expiration date to July 28, 2010, while maintaining the construction completion date of August 28, 2009.

II. SUMMARY OF ISSUES

- On October 27, 2006 the Board of Directors approved a contract with West Bay Builders, Inc. for the construction of the Maintenance Building component of the MetroBase Project pending Labor Harmony provisions. On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- The construction bid submitted by West Bay Builders identified a 974 calendar day construction period and therefore the construction contract was written for a 974 calendar day period commencing November 27, 2006 and ending July 28, 2009.
- Current change orders and delays have modified the construction completion date to August 28, 2009.
- As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after August 28, 2009.
- On March 9, 2009, the Board of Directors approved a contract extension to January 28, 2010.
- METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds.
- It is recommended that the contract with West Bay Builders, Inc. be amended to extend the expiration date to July 28, 2010. This action will not change the construction completion date in the contract.

III. DISCUSSION

On October 27, 2006 the Board of Directors approved a contract with West Bay Builders, Inc. for the construction of the Maintenance Building component of the MetroBase Project pending Labor Harmony provisions. On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter. The construction bid submitted by West Bay Builders identified a 974 calendar day construction period and therefore the construction contract was written for a 974 calendar day period commencing November 27, 2006 and ending July 28, 2009. Current change orders and delays have modified the construction completion date to August 28, 2009. As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after August 28, 2009. On March 9, 2009, the Board of Directors approved a contract extension to January 28, 2010. METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds. METRO will be able to pay invoices for construction costs pass construction completion date.

It is recommended that the contract with West Bay Builders, Inc. be amended to extend the expiration date to July 28, 2010. This action will not change the construction completion date in the contract.

IV. FINANCIAL CONSIDERATIONS

The amendment of the contact with West Bay Builders, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

V. ATTACHMENTS

Attachment A: Contract Amendment #2-West Bay Builders, Inc./Santa Cruz Metropolitan Transit District

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 06-01 FOR CONSTRUCTION OF THE METROBASE MAINTENANCE BUILDING AND RELATED SITE WORK

This Second Amendment to Contract No. 06-01 for construction of the MetroBase fueling and servicing facility and related site work is made effective September 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and WEST BAY BUILDERS, INC. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for construction of the MetroBase Maintenance Building and related site work ("Contract") on November 27, 2006.
- 1.2 District desires to extend the contract until July 28, 2010 without extending the project completion date.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 3.02 Term is amended to include the following language:

The term of this contract is extended to July 28, 2010. This action does not constitute an extension of the project completion date of August 28, 2009.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
WEST BAY BUILDERS, INC.

By _____
Paul Thompson
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

8.a2²

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH DMC CONSTRUCTION, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE VERNON ADMINISTRATION BUILDING TO MARCH 11, 2010, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF SEPTEMBER 11, 2009.

I. RECOMMENDED ACTION

That the Board of Directors approve an amendment to the contract with DMC Construction, Inc. that extends the contract expiration date to March 11, 2010, while maintaining the construction completion date of September 11, 2009.

II. SUMMARY OF ISSUES

- On April 24, 2009 the Board of Directors approved a contract with DMC Construction, Inc. for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work.
- The construction bid submitted by DMC Construction identified a 100 calendar day construction period and a 28 calendar day extension for the elevator work therefore the construction contract was written for a 128 calendar day period commencing May 6, 2009 and ending September 11, 2009.
- As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after September 11, 2009.
- METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds.
- It is recommended that the contract with DMC Construction, Inc. be amended to extend the expiration date to March 11, 2010. This action will not change the construction completion date in the contract.

III. DISCUSSION

On April 24, 2006 the Board of Directors approved a contract with DMC Construction, Inc. for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work. On May 7, 2009, METRO received signed copies of IFB 09-10 from DMC Construction.

The construction bid submitted by DMC Construction identified a 100 calendar day construction period and a 28 calendar day extension for the elevator work therefore the construction contract was written for a 128 calendar day period commencing May 6, 2009 and ending September 11, 2009. As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after September 11, 2009. METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds. METRO will be able to pay invoices for construction costs pass construction completion date.

It is recommended that the contract with DMC Construction, Inc. be amended to extend the expiration date to March 11, 2010. This action will not change the construction completion date in the contract.

IV. FINANCIAL CONSIDERATIONS

The amendment of the contact with DMC Construction, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

V. ATTACHMENTS

Attachment A: Contract Amendment #1-DMC Construction, Inc./Santa Cruz
Metropolitan Transit District

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 09-10
FOR CONSTRUCTION OF THE METROBASE MAINTENANCE BUILDING
AND RELATED SITE WORK**

This First Amendment to Contract No. 09-10 for construction of the MetroBase fueling and servicing facility and related site work is made effective September 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and DMC CONSTRUCTION, INC. ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work ("Contract") on May 6, 2009.

1.2 District desires to extend the contract until March 11, 2010 without extending the project completion date.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 3.02 Term is amended to include the following language:

The term of this contract is extended to March 11, 2010. This action does not constitute an extension of the project completion date of September 11, 2009.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
DMC CONSTRUCTION, INC.

By _____
Dan J. McAweeney
President

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
Robert Cotter, Maintenance Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH PRIORITY ROOFING SOLUTIONS, INC. FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER FOR AN AMOUNT NOT TO EXCEED \$45,200 AND APPROVAL OF CONTRACT CHANGE ORDER PROCEDURES

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with - Priority Roofing Solutions, Inc. for roof replacement at the Watsonville Transit Center for an amount not to exceed \$45,200 and approve contract change order procedures.

II. SUMMARY OF ISSUES

- The roof on the Watsonville Transit Center is in poor condition and in need of replacement.
- A competitive procurement was conducted to solicit bids from qualified firms.
- Six firms submitted bids for METRO's review.
- Staff has reviewed all submitted bids.
- Staff is recommending that a contract be established with Priority Roofing Solutions, Inc. for roof replacement at the Watsonville Transit Center for an amount not to exceed \$45,200.
- Staff is recommending that the Board of Directors approve contract change order procedures as provided in this report.

III. DISCUSSION

The roof on the Watsonville Transit Center is in poor condition and in need of replacement. On June 16, 2009, METRO Invitation for Bid (IFB) No. 09-09 was mailed to several general contractors, roofing contractors, and builders exchanges. The IFB was legally advertised, and a bid notice was posted on METRO's web site and other construction job notification sites. On July 30, 2009, bids were received and publicly opened from six firms. A list of firms and a summary of the bids received are provided in Attachment A. Staff has reviewed all submitted bids.

Funds in the amount of \$55,000 (METRO's budget for this project) shall be set aside for payments made on this contract. There is a known area of the roof that has dry-rot damage that needs to be repaired. Repair cost is unknown at this time but will be quoted after the old roofing material is removed. The difference from METRO's Budget and the Contractor's bid of \$45,200 shall be used for change orders against this contract for these necessary repairs. If additional funding is required, staff will return to the Board of Directors for approval.

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

1. For any change order request from the contractor that exceeds \$10,000, staff will review and present such request to the METRO's Board of Directors for approval.
2. For any change order request from the contractor that is \$10,000 or less, approval of the change order will require review and approval from the following personnel:
METRO's General Manager or the Finance Manager/Acting Assistant General Manager;
and
METRO's Maintenance Manager

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

Staff recommends that the Board of Directors authorize the General Manager to sign a contract with Priority Roofing Solutions, Inc. for roof replacement at the Watsonville Transit Center for an amount not to exceed \$45,200. Contractor will provide all equipment and materials meeting all METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

\$55,000 was budgeted in the FY10 Final Capital Budget under Facilities Repair and Improvements.

V. ATTACHMENTS

- Attachment A:** List of Bids Received
Attachment B: Contract with Priority Roofing Solutions, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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

Attachment A

BID SUMMARY FOR METRO'S INVITATION FOR BIDS NO. 09-09 FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER AND RELATED SITE WORK

1. Priority Roofing Solutions, Inc. of San Jose, CA	\$45,200
2. Cool Roofing Solutions of Manteca, CA	\$46,779
3. Progressive Roofing of San Diego, CA	\$50,480
4. F. Rodgers Corporation of Livermore, CA	\$58,907
5. DRI Commercial Corporation of San Leandro, CA	\$60,264
6. Knowlton Construction of Freedom, CA	\$62,862

**CONTRACT FOR ROOF REPLACEMENT AT THE
WATSONVILLE TRANSIT CENTER
NO. 09-09**

THIS CONTRACT is made effective on _____, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and **PRIORITY ROOFING SOLUTIONS, INC.** ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need For Roof Replacement at the Watsonville Transit Center

METRO requires Roof Replacement at the Watsonville Transit Center . In order to obtain said Roof Replacement at the Watsonville Transit Center , the METRO issued an Invitation for Bids, dated June 16, 2009 setting forth specifications for Roof Replacement at the Watsonville Transit Center . The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is 2978 Towers Lane, San Jose, California. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said Roof Replacement at the Watsonville Transit Center , which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On August 28, 2009, METRO selected Contractor as the lowest responsive, responsible bidder to provide said remodel construction of the building located at Roof Replacement at the Watsonville Transit Center . The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for

written amendments, if any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 09-09 " dated June 16, 2009 including Addendum number one.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for Roof Replacement at the Watsonville Transit Center as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed 60 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

3.02 Term

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

3.03 Acceptance of Terms

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

4. SCOPE OF WORK

4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 09-09 dated June 16, 2009 for Roof Replacement at the Watsonville Transit Center . The Contractor shall provide a complete project in conformance with the specifications specified herein and as provided for and set forth in the IFB.

4.02

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

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$45,200, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$45,200 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

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

5.03 Retention of progress payments

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

5.04 Change in Contract Price

5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to METRO's Project Manager promptly, but in no event later than 10 days after the date of

the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless METRO's Project Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

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

5.04.02 Cost of Work (Based on Time and Materials)

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

herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If, in the opinion of METRO's Project Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.

D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, METRO's Project Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist METRO's Project Manager in the establishment of the rental rate.

1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.

4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

- E. **Owner-Operated Equipment:** When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

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

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

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

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

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.

- G. **Cost of Work Documentation:** The Contractor shall furnish METRO's Project Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and

classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

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

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

5.04.03. Special Services

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

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

5.04.04. Contractor's Fee

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

Actual Necessary Cost

Overhead and Profit Allowance

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

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

5.04.05. Compensation for Time Extensions

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

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

5.05. Change of Contract Time

5.05.01. General

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

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

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

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

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

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

5.06. Changed Site Conditions

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

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

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

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

5.07 Waivers and Releases

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

6. NOTICES

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

METRO

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

Attention: General Manager

CONTRACTOR

Priority Roofing Solutions, Inc.
2978 Towers Lane
San Jose CA 95121

Attention: President

7. ENTIRE AGREEMENT

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

8. AUTHORITY

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

Signed on _____

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – PRIORITY ROOFING SOLUTIONS, INC.

By _____
Kennedy Figueroa
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT - A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bids (IFB) for Roof Replacement at the Watsonville Transit Center

METRO IFB No. 09-09

Date Issued: June 16, 2009

Bid Deadline: 2:00 p.m., July 28, 2009



Contents of this IFB

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

PART I
INSTRUCTIONS TO BIDDERS

1.01 THE PUBLIC WORK

- A. The Santa Cruz Metropolitan Transit District (METRO) is requesting sealed bids for a fixed-price contract for Roof Replacement at the Watsonville Transit Center located at 475 Rodriguez Street, Watsonville, CA. This public work shall include the furnishing of all supervision, labor, materials, freight, transportation, equipment, supplies, tools, services and other work as defined in the Invitation For Bid (IFB) No. 09-09 for this Project.
- B. This public work is funded in part with federal assistance and as a result, the Bidder must adhere to all federal requirements, which are a part of this contract. This includes the requirement of submitting with the Bid certain certifications required by federal laws and regulations. By submitting a Bid, the Bidder warrants that it has read and understood the entire IFB including Part VI (Federal Transit Administration (FTA) Requirements for Construction Contracts) of the IFB and agrees to fulfill all the terms and conditions of the contract including Part VI if selected as the contractor.

1.02 RESERVED

1.03 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS

CONTENTS: Includes the following parts: (I) Instructions to Bidders, (II) Bid Form, (III) General Conditions of the Contract, (IV) Special Conditions of the Contract, (V) Contract, (VI) FTA Requirements for Construction Contracts, (VII) Santa Cruz Metropolitan Transit District Protest Procedures, (VIII) Construction Specifications, Attachment A – Disadvantaged Business Enterprise Information and Attachment B - Standard Agreement For Subcontractor/DBE Participation. The Final Contract will include all the IFB parts identified above, any addenda that METRO issues during the IFB process and the Contractor's completed bid documents.

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

1.04 **JOB WALK**

Requests to review the job site shall be submitted to Sheldon Njaa, Supervisor of Facilities Maintenance at (831) 426-6080, extension 117.

1.05 **QUESTIONS, CLARIFICATIONS AND IFB REVISIONS**

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

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

- B. METRO reserves the right to revise the IFB prior to the bid opening. Such revisions, if any, will be made by addenda to this IFB. Copies of such addenda will be furnished to all those who have received the Invitation for Bid and can also be viewed on METRO's site: <http://www.scmttd.com/bids/bids.html>. If an addendum includes significant changes, the bid opening due date may be postponed by a number of days that the METRO considers appropriate for Bidders to revise their Bids. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than ten (10) calendar days prior to the bid opening. **Bidders must acknowledge receipt of all addenda to the IFB Documents in their Bid. Failure to acknowledge receipt of all addenda may render the bid non-responsive.**

1.06 **SPECIFICATIONS BY BRAND OR TRADE NAME**

METRO does not intend in any manner to limit the bidding directly or indirectly by calling for a designated material, product, thing, or service by a specific brand or trade name. If a brand or trade name exists in the IFB, the words "or equal" are intended to follow so that bidders may furnish any equal material, product, thing, or service. A Bidder shall submit data substantiating a request for a substitution of "an equal item" by July 14, 2009. METRO will inform all bidders of the request in the final addendum and whether METRO accepts or rejects the requested substitution.

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

- A. Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into Roof Replacement at the Watsonville Transit Center under the IFB complete and ready for immediate use by the METRO without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

- B. Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 9.5 % of the total bid price. Federal Excise Tax, from which the METRO is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder upon request.
- C. Samples of items, when required, must be furnished free of expense to the METRO and, if not destroyed by tests, may upon request, made at the time the samples are furnished, be returned at Bidder's expense.
- D. Should any unit price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
- E. Should any total price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).
- F. If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The bid in this case will be considered non-responsive.
- G. The Contractor shall prepare and submit for METRO's Project Manager a detailed cost breakdown to serve as the basis for progress payments before work commences, this breakdown is to serve as the basis for progress payments and is to be submitted before work commences. The cost breakdown shall be segmented into basic items of work corresponding to the Schedule of Work with the aggregate equaling the Contract total. Cost breakdowns containing prices that appear to be unbalanced may be rejected.

The following general guidelines shall be followed:

- 1. There must be sufficient detail included to allow METRO's Project Manager to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.
- 2. Each price must include the cost of material, equipment, and labor stated separately.

METRO's Project Manager will not make progress payments until the detailed cost breakdown has received favorable review.

1.08 INELIGIBLE PARTICIPANTS

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

1.09 CONTRACTOR'S LICENSE REQUIRED

The work to be performed under the IFB require that the Contractor possess at the time that this contract is awarded a class "A", "B" or "C39" license under the provisions of Chapter 9, Division 3, of the Business

and Professions Code of the State of California to do the type of work contemplated in the IFB and the Bidder shall be skilled and regularly engaged in the general class or type of work called for under this IFB. Bidder shall only hire subcontractors for this Project who are properly licensed for the work each is contracted to perform in accordance with federal and state laws.

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

1.10 PREVAILING WAGE REQUIRED AND CERTIFIED PAYROLL RECORDS

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

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

1.11 BID PREPARATION

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

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

1.12 BID CONTENTS

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

- A. Completion and submittal of the Bid Form and the Bidder's Declarations and Statement of Understanding and that Bidder can meet the licensing requirements at the time of the award. (Bid Form Document 1)
- B. The Bidder shall provide sufficient information to demonstrate to METRO's satisfaction that the Bidder is responsible. Criteria used by the METRO to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed subcontractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. A brief description of the history and background of the firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project must be submitted by the Bidder. The Bidder shall complete and submit the Statement of Bidder's Qualifications, Experience, Financial viability and Ability and Project Capacity with the Bid Form. (Bid Form Document 2)
- C. Completed Non-Collusion Affidavit (Bid Form-Document 3)
- D. Completed Bidder's Bond or documentation in support of required Bidder's security. (Bid Form-Document 4)
- E. Completed Certification of Proposed Contractor Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Contracts over \$100,000). (Bid Form- Document 5)
- F. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Subcontracts totaling over \$100,000). (Bid Form-Document 6)
- G. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For subcontracts totaling \$100,000.00 or less). (Bid Form-Document 7)
- H. Disclosure of Governmental positions (Bid Form-Document 8).
- I. A statement listing each subcontractor who will perform work in excess of one-half percent of the total bid proposed for the project. Completion and submittal of Designation of Subcontractors. (Bid Form-Document 9)
- J. Completed Buy America Certificate (Bid Form- Document 10)
- K. Completed Certification Regarding Lobbying (Bid Form-Document 11)
- L. Completed Statement of Compliance (Bid Form-Document 12)
- M. Apprenticeship Employment Certification (Bid Form-Document 13)
- N. Completed Workers' Compensation Certification (Bid Form-Document 14)
- O. Completed Conflict of Interest Statement (Bid Form-Document 15).

1.13 BID SUBMISSION

- A. To be considered, one (1) original of the bid must be received by **2 p.m. Pacific Standard time on July 28, 2009** at the Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, California 95060, Attn: Lloyd Longnecker, Purchasing Agent. **Bids received after the deadline or delivered to a different location will be returned, unopened.**
- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted.**

All portions of the Bid are to be completed before the Bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.

- C. All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the METRO's competitive bidding requirements and may render void any Contract let under such circumstances.
- D. Any Bid submitted shall remain valid for a period of sixty (60) days from the date of the Bid Opening. However, the successful Contractor shall have no rights to the contract until the Contract has been fully executed by METRO and a Notice to Proceed has been issued to the Contractor.

1.14 PUBLIC OPENING OF BIDS

Bids will be publicly opened and each bidder's price shall be read aloud on July 28, 2009 , at 2:05 p.m. or as soon thereafter as possible, at 370 Encinal Street, Suite 100, Santa Cruz, California. Bidders, their authorized representatives and others interested are invited to be present.

1.15 RECEIPT OF SINGLE BID BY METRO

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

1.16 DISQUALIFICATION OF BIDDERS

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

1.17 WITHDRAWAL OF BIDS

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

1.18 METRO RIGHTS

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

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

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

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

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

1.19 RELIEF OF BIDDERS

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

1.20 PROTEST PROCEDURES

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

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

1.21 RESERVED

1.22 RESERVED

1.23 PROHIBITED INTERESTS

- D. By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, agent, or employee of METRO is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits that arise from it (See State of California Government Code section 1090 et seq.).
- E. No member, officer, agent, or employee of METRO during his/her METRO tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.

1.24 GRATUITIES

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

1.25 REQUIRED CERTIFICATIONS

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

1.26 SUBCONTRACTING

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

the rights of METRO under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.

1.27 **BOND REQUIREMENTS**

A. Bidders Security

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

B. Payment Bond

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

C. Performance Bond

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

1.28 **AWARD OF CONTRACT**

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

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

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

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

1.29 EXECUTION OF CONTRACT

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

1.30 USE OF CONSULTANTS

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

1.31 PUBLIC RECORDS ACT

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

1.32 DISADVANTAGED BUSINESS ENTERPRISES

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Program. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A contract goal of 10% DBE participation has been established for this procurement.
- B. Bidders are required to document sufficient DBE participation to meet METRO’s established contract goal or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following documentation concurrent with and accompanying the sealed bid:
 - 1. The names and addresses of DBE firms that will participate in this contract;
 - 2. A description of the work each DBE will perform;
 - 3. The dollar amount of the participation of each DBE firm participating;
 - 4. Written documentation of the bidder’s commitment to use a DBE whose participation it submits to meet the goal;
 - 5. Written confirmation from the DBE that it is participating in the contract as provided in the Bidder/Contractor’s commitment;
 - 6. If the contract goal is not met, evidence of good faith efforts to do so.
- F. To find a database of Certified Disadvantaged Business Enterprise (DBE) firms, please go to the State of California, Caltrans website address: http://www.dot.ca.gov/hq/bep/find_certified.htm. This site will provide access to the State’s Unified Certification Program for DBE listings that are updated daily.

1.33 RESERVED

1.34 AUTHORITY OF METRO’S PROJECT MANAGER

The Notice to Proceed will provide the Contractor the name and contact information for the individual who is METRO’s Project Manager for this Project. METRO retains the right to change METRO’s Project Manager at its discretion and will notify Contractor within twenty-four (24) hours of such change. METRO’s Project Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and rate of progress of the work, all questions that may arise as to the interpretation of the Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. METRO’s Project Manager’s decision shall be final. METRO’s Project

Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

1.35 PERMITS

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

**II. BID FORM
Document 1**

FOR: **Roof Replacement at the Watsonville Transit Center**

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

BID FROM:

(Print Name of firm submitting Proposal)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email address)

Bidder's Declarations and Statement of Understanding

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. **Bidder acknowledges that addenda numbers ___ through ___ have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.**
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.
- 4) The bidder, having the appropriate active contractor's license (Class "A", "B" or "C39") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and

II. BID FORM
Document 1

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

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

_____ Dollars (\$_____)

(In words-printed or typed)

Hourly Rate per man-hour for dry-rot repairs: \$_____/hour

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

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

_____ Dollars (\$_____)

(In words-printed or typed)

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

BIDDER IS A: (circle one)

Corporation Partnership Individual Joint Venture Other _____

Federal Tax Number: _____

Business License Number: _____

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

When were you organized? _____

If a Corporation, where incorporated? _____

**II. BID FORM
Document 1**

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

State the date bidder first began business _____

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

NAMES AND TITLES OF KEY MEMBERS OF FIRM: _____

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

NAME OF PRESIDENT IF A CORPORATION: _____

NAME OF SECRETARY IF A CORPORATION: _____

STATE OF INCORPORATION: _____

CALIFORNIA CONTRACTOR'S LICENSE(S):

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

Name of License(s):

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

CORPORATE SEAL:

Identification of contact person during IFB process:

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

II. BID FORM
Document 1

Acceptance of Terms:

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

NAME OF BIDDER'S FIRM:

Address: _____

By: _____
(Signature)

(Print)

By: _____
(Signature)

(Print)

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

BID FORM – DOCUMENT 2

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

(Use Additional Sheets if necessary)

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

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

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

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

BID FORM – DOCUMENT 2

setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder’s experience.):

- 11. Have completed to the public owner’s satisfaction, no less than three (3) projects in the State of California involving the roof restoration of a commercial building, each with an original contract price of no less than \$30,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder’s own forces itself.

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

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

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

Dated: _____

Bidder: _____
(Company’s Name)

By: _____
(Signature)

(Printed name of signor)

(Title of signor)

BID FORM – DOCUMENT 3
NON-COLLUSION AFFIDAVIT

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

(Name)

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

(Title)

of _____,
(Company Name)

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

Signature

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

That we _____ As PRINCIPAL and _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted a Bid No. 09-09 for certain construction specifically described as follows, which is to be opened on July 28, 2009 for Labor and materials to construct the MetroBase Project Phase 1 located in Santa Cruz, CA.

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

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

California law shall govern the interpretation of this bond.

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

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

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of Bidders Bond.]

BID FORM – DOCUMENT 5

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

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

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

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

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

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

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

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

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

Signature and Title of Authorized Official

BID FORM – DOCUMENT 7

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

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

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

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

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

Signature and Title of Authorized Official

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

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

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

Date _____

Signature _____

Company Name _____

Title _____

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

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

Date _____

Signature _____

Company Name _____

Title _____

BID FORM – DOCUMENT 11
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

_____ Signature of Contractor’s Authorized Official

_____ Name and Title of Contractor’s Authorized Official

_____ Date

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

DISCLOSURE FORM TO REPORT LOBBYING ACTIVITES

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

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

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

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

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

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

1. PRIME CONTRACTOR

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

Certification No. _____ Expiration Date _____

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

Application Date _____ Status of application _____

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

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

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

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

http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf

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

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

Prime Signature

Date

(Position/Title)

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

(Company Name)

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

I, _____
(Name of Official)

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

(Date)

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

under the laws of the State of California.

(Signature)

(Print)

(Title)

BID FORM – DOCUMENT 13
APPRENTICESHIP EMPLOYMENT CERTIFICATION

APPRENTICESHIP

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

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to July 28, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

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

APPRENTICESHIP EMPLOYMENT CERTIFICATION

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

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

BID FORM – DOCUMENT 14
WORKERS' COMPENSATION CERTIFICATION

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

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

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

The Bidder certifies that:

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

CONFLICT OF INTEREST CHECKLIST

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

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

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

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

-
- Dates of Employment/consulting contract:

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

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

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

-
- Last date of employment or consultant contract:

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

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

- Name(s) of Board Members:

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

-
- Percentage of ownership of company shares:

BID FORM – DOCUMENT 15
CONFLICT OF INTEREST STATEMENT

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

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

- Name(s) of each former employee:
-

- All titles of each former employee:
-

- Description of job duties:
-

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

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

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

- Name of Board Member receiving the gift:
-

- Value of the gift:
-

- Description of the gift:
-

- Date the gift was delivered:
-

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

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

- Name of Board Member receiving the contribution:
-

- Name of Board Member receiving contribution:
-

- Amount of the contribution:

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

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

-
- Date the contribution was delivered:

-
- To whom was the contribution delivered:
-

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

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

Typewritten or Printed Name

Signature of Authorized Official

Title

PART III
GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. This public work contract is funded in part with federal assistance and as a result, the Contractor must adhere to all federal requirements which are a part of this contract. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

notice of termination; and (9) take such action as may be necessary, or as the METRO may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the METRO has or may acquire an interest.

2.02 Termination for Default

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

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

Contractor shall notify METRO in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. The METRO shall notify the Contractor of its decision in

writing. The METRO's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and/or third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the

performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

- (5) Contractor shall notify METRO in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.

8. RESERVED

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

11. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

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

11.02 Prompt Payment of Withheld Funds to Subcontractors

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on METRO Liability

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

13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 DELETED

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

13.20 Unfair Business Practice Claims

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

13.21 Nondiscrimination

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

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

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

**PART IV
SPECIAL CONDITIONS OF THE CONTRACT**

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, shall provide Roof Replacement at the Watsonville Transit Center in accordance with the "Specifications" section of the Invitation for Bids, dated June 16, 2009 .

2. DEFINITIONS

2.01 General

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

2.01.01 ACCEPTANCE DATE - The date on which Roof Replacement at the Watsonville Transit Center is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the METRO.

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

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

2.01.04 DAYS - Calendar Days unless specifically noted otherwise

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

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

3. LIQUIDATED DAMAGES

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

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

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

4. STATE CONTRACT PROVISIONS

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

5. LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not

cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

6. NOTICE TO PROCEED

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

7. DIFFERING SITE CONDITIONS

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

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

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

8. PERMITS AND LICENSES

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

9. CODES, REGULATIONS AND LAWS

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

- 9.02 The bidder shall inform METRO's Construction Manager of all discrepancies that are observed between these codes, laws, ordinances, and regulations, and the specifications and drawings pertaining to this work, in writing, prior to bid. The bidder shall include in his bid price, any labor, materials, service, apparatus, and drawings necessary to be performed in order to comply with all these codes, laws, ordinances, and regulations as if therein specified or shown.
- 9.03 All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by METRO, provide certification and evidence of such compliance.

10. INTERFERENCE WITH BUSINESS OPERATIONS

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

11. USE OF PREMISES

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

12. SAFETY OF PERSONNEL ON THE JOB SITE

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

13. DEMOLITION

- 13.01 The contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site. The waste disposal shall be in compliance with the Waste Reduction and Recycling Plan (WRRP) of City of Santa Cruz and the

County of Santa Cruz. Contractor is also responsible for completing and submitting the Construction and Demolition Debris Recycling Report to the appropriate building inspector. To view this plan go to: <http://www.ci.santa-cruz.ca.us/pw/operationsrr.html>

13.02 Contractor shall be solely responsible for all safety, dust and noise control for work completed under this heading.

14. CONTRACTOR PERSONNEL

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

During any period when work is suspended, arrangements acceptable to METRO's Project Manager shall be made for any emergency work that may be required.

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

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

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

15. FILING OF PLANS

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

16. RESOLUTION OF CLAIMS

16.01 Claims Exceeding \$375,000

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

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

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

16.02 Claims up to \$375,000

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

16.02.01 Claims under \$50,000

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

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

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

16.03 Claims over \$50,000

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

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

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

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

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

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

16.05 Public Contract Code Section 20104.4, which is incorporated herein as if fully set forth, establishes procedures for civil actions filed to resolve claims subject to this section and are mandatory for all claims up to \$375,000.00. These procedures include mandatory

submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial mediation.

16.06 Continuance of Work

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

17. RESERVED

18. PRESERVATION AND CLEANING

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

19. COMPLETION OF WORK

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

20. FAILURE TO MEET CONTRACT REQUIREMENTS

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

21. RISK OF LOSS OR DAMAGE

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

22. FINAL APPROVAL

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

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

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

22.04 The following performance evaluation shall be performed by METRO:

22.04.01 Verification of materials to be used.

22.04.02 Verification of proper construction procedures.

22.04.03 Verify proper construction.

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

23. RESERVED

24. SHIPPING CHARGES

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

25. TAXES

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

PART V

CONTRACT FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER No. 09-09

THIS CONTRACT is made effective on _____, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and _____ ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need For Roof Replacement at the Watsonville Transit Center

METRO requires Roof Replacement at the Watsonville Transit Center . In order to obtain said Roof Replacement at the Watsonville Transit Center , the METRO issued an Invitation for Bids, dated June 16, 2009 setting forth specifications for Roof Replacement at the Watsonville Transit Center . The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is _____. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said Roof Replacement at the Watsonville Transit Center , which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, METRO selected Contractor as the lowest responsive, responsible bidder to provide said remodel construction of the building located at Roof Replacement at the Watsonville Transit Center . The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 09-09 " dated June 16, 2009 including Addendum numbers ___ thru ___.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for Roof Replacement at the Watsonville Transit Center as signed by Contractor.

2.02 Conflicts

Refer to PART I, Item 1.03, item B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for sixty (60) calendar days after the date of commencement specified in the Notice to Proceed. METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

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

4. SCOPE OF WORK

4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 09-09 dated June 16, 2009 for Roof Replacement at the Watsonville Transit Center . The Contractor shall provide a complete project in conformance with the specifications specified herein and as provided for and set forth in the IFB.

4.02

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

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Release of Claims

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

5.03 Retention of progress payments

METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed METRO will retain 25% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01. General

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

5.04.02 Cost of Work (Based on Time and Materials)

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

payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, METRO's Project Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist METRO's Project Manager in the establishment of the rental rate.

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

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

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

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

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

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish METRO's Project Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

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

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

5.04.03. Special Services

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

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

5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the

work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

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

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

5.04.05. Compensation for Time Extensions

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

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

5.05. Change of Contract Time

5.05.01. General

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

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

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented

from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:

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

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

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

5.06. Changed Site Conditions

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

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

5.07 Waivers and Releases

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

6. NOTICES

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

METRO

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

Attention: General Manager

CONTRACTOR

Attention: _____

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

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

Signed on _____

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SAMPLE
CONTRACT

PAYMENT BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for the construction of the MetroBase Project
Phase 1 and said Principal is required under the terms of said Contract No. 2004-903 to furnish a bond securing
payment of claims to which reference is made in Section 3248 of the California Civil Code.

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

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

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

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

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

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

(Seal)

PRINCIPAL

BY

PRINCIPAL SEAL

(Seal)

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

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

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS, the Santa Cruz Metropolitan Transit District, herein called the "DISTRICT" or "METRO" or "Obligee" has entered into Contract No. 09-09 with _____ called Principal for Roof Replacement at the Watsonville Transit Center , and;

WHEREAS, said Principal is required under the terms of Contract No. 09-09 to furnish a bond for the faithful performance of the Contract;

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

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

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

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of _____ (\$ _____) being not less than FIFTY PERCENT (50%) of the total amount payable to METRO, under this Contract, shall hold good for a period of one (1) year after the completion and acceptance of said work, during which time if the Principal, or its heirs, executors, administrators, successors, or assigns makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects METRO from cost and damage caused by same, then the obligation in the sum of _____ (\$ _____) shall become null and void, otherwise it shall remain in full force and virtue.

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

California law shall govern the interpretation of this bond.

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

FAITHFUL PERFORMANCE BOND

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

DATE

PRINCIPAL

BY

PRINCIPAL SEAL

SURETY

BY

SURETY SEAL

ADDRESS OF SURETY

[End of performance Bond.]

PART VI

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS

1.01 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

1.02 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

1.03 ACCESS TO RECORDS AND REPORTS

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

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

1.04 FEDERAL CHANGES

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

1.05 CIVIL RIGHTS REQUIREMENTS

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

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

1.06 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

- B. Pursuant to 49 C.F.R. § 26.13, the Contractor is required to make the following assurance in this Contract with METRO and to include this assurance in any Contracts it makes with Subcontractors in the performance of this Contract:
1. The Contractor and each of its Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted Contracts. Failure by the Contractor or Subcontractor to carry out these Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as METRO deems appropriate.
 2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in Part I, Article 1.32 of this IFB.
 3. Any Contractor who would like to request additional information or ask questions regarding METRO's DBE program may contact METRO's DBE Representative through the Contract Specialist.
- C. DBE Program Definitions, as used in the contract:

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

1. Disadvantaged Business Enterprise DBE

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

2. Small Business Concern

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

3. Socially and Economically Disadvantaged Individuals

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

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

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

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

A Woman; or

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

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

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

1.07 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Instructions for Certification

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

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

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

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

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

1.08 BUY AMERICA

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

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

1.09 LOBBYING

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

1.10 CLEAN AIR

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

1.11 CLEAN WATER REQUIREMENTS

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

1.12 DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

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

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

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

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

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

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

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

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

1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

1.14 SEISMIC SAFETY REQUIREMENTS

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

1.15 ENVIRONMENTAL PROTECTION

A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

1.16 ENERGY CONSERVATION REQUIREMENTS

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

1.17 PRIVACY ACT

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

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

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

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

1.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND

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

1.20 RECYCLED MATERIALS

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

1.21 FLY AMERICA REQUIREMENTS

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

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

1.22 CARGO PREFERENCE – USE OF UNITED STATES FLAG - VESSELS

The contractor agrees:

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

**PART VII
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
PROTEST PROCEDURE**

POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

DEFINITIONS

"Common Grant Rules" refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

"Interested Party" means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

"Protest" means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

"Protester" means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

"Types of Protests": There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS.

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at financemanager@scmtd.com . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact

information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protester may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

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

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

Telephone: (415) 744-3133
Fax: (415) 744-2726

METRO RESPONSIBILITIES TO FTA

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. **Subjects:** A list of Protests involving third party contracts and potential third party contracts that:
 - (a) Have a value exceeding \$100,000, or
 - (b) Involve controversial matter, irrespective of amount, or
 - (c) Involve a highly publicized matter, irrespective of amount.
- b. **Details:** The following information about each Protest:

- (a) A brief description of the Protest,
 - (b) The basis of disagreement, and
 - (c) If open, how far the Protest has proceeded, or
 - (d) If resolved, the agreement or decision reached, and
 - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
- (a) In its next quarterly Milestone Progress Report, and
 - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

PART VIII

CONSTRUCTION SPECIFICATIONS FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER

1. GENERAL

1.1 DESCRIPTION OF WORK

The Santa Cruz Metropolitan Transit District (METRO) invites roofing contractors to submit a bid on the replacement of the roof of METRO's Watsonville Transit Center located at 475 Rodriguez Street, Watsonville, California. Approximate square footage of roof to be replaced: 4,800. Work shall include the removal of the existing tar and gravel roof, make repairs to dry rot damage upon discovery, prepare and install roof with a membrane roofing system as specified below. The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The Contractor shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new. 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.

1.2 SUMMARY

A. Specifications include the following:

1. Removal of existing tar and gravel roof and preparation for new roof.
2. Mechanically fastened membrane roofing system.
3. Prefabricated flashings, corners, parapets, stacks, vents, and related details
4. Fasteners, adhesives, and other accessories required for complete roof installation.
5. Traffic protection.

1.3 REFERENCES

A. UL: Underwriters Laboratories.

1. Roofing Materials and System Directory: TGFU.R10128.

B. FMG: Factory Mutual Global.

1. Factory Mutual Standard 4470 - *Approved Standard for Class 1 Roof Covers*.

C. ASTM: American Society of Testing and Materials.

1. ASTM C 578-04a, *Standard Specification For Rigid, Cellular Polystyrene Thermal Insulation*, © 2004, ASTM International.
2. ASTM C 1177/C1177M-04e1, *Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing*, © 2004, ASTM International.
3. ASTM C 1289-04, *Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board*, © 2004, ASTM International.
4. ASTM C 1396/C1396M-04, *Standard Specification for Gypsum Board*, © 2004, ASTM International.
5. ASTM D 146-04, *Standard Test Methods for Sampling and Testing Bitumen-Saturated Felts and Woven Fabrics for Roofing and Waterproofing*, © 2004, ASTM International.
6. ASTM D 570-98, *Standard Test Method for Water Absorption of Plastics*, © 1998, ASTM International.
7. ASTM D 751-00e1, *Standard Test Methods for Coated Fabrics*, © 2000, ASTM International.
8. ASTM D 828-97(2002), *Standard Test Method for Tensile Properties of Paper and Paperboard Using Constant-Rate-of-Elongation Apparatus*, © 2002, ASTM International.
9. ASTM D1079-05, *Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials*, © 2005, ASTM International.
10. ASTM D 1204-02, *Standard Test Method for Linear Dimensional Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature*, © 2002, ASTM International.
11. ASTM D 2136-02, *Standard Test Method for Coated Fabrics-Low-Temperature Bend Test*, © 2002, ASTM International.
12. ASTM D3045-03, *Standard Practice for Heat Aging of Plastics Without Load*, © 2003, ASTM International.

13. ASTM D 4434-96, *Standard Specification for Poly(Vinyl Chloride) Sheet Roofing*, © 1996, ASTM International.
14. ASTM D 5602-98, *Standard Test Method for Static Puncture Resistance of Roofing Membrane Specimens*, © 1998, ASTM International.
15. ASTM D 5635-04, *Standard Test Method for Dynamic Puncture Resistance of Roofing Membrane Specimens*, © 2004, ASTM International.
16. ASTM E 108-04, *Standard Test Methods for Fire Tests of Roof Coverings*, © 2004, ASTM International.
17. ASTM E 119-00a, *Standard Test Methods for Fire Tests of Building Construction and Materials*, © 2000, ASTM International.
18. ASTM G 154-00, *Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials*, © 2000, ASTM International.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and glossary of NRCA's *The NRCA Roofing and Waterproofing Manual* for definition of terms related to roofing work in this Section.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide and install roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties: Roof product must meet the requirements of type III PVC sheet roofing as defined by ASTM D4434-96 and must meet or exceed the following physical properties.
 1. Thickness: 60 mil (1.52 mm), 28 Mils above scrim, nominal per ASTM D751.
 2. Breaking Strengths: >472 lbf. (MD) and >366 lbf. (XMD) per ASTM D751, Grab Method.
 3. Elongation at Break: >31% per ASTM D751, Grab Method.
 4. Heat Aging per ASTM D3045: 176°F for 56 days. No sign of cracking, chipping or crazing. (per ASTM D4434).
 5. Factory Seam Strength: >456 lbf per ASTM D751, Grab Method.
 6. Tearing Strength: >68 lbf. (MD) and >92 lbf. (XMD) per ASTM D751, Procedure B.
 7. Low Temperature Bend (Flexibility): Pass -40°F per ASTM D2136.
 8. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours per ASTM G154 (formerly G53).
 9. Linear Dimensional Change: <0.5% per ASTM D1204 @ 176 ± 2°F for 6 hours.
 10. Water Absorption: < 3% per ASTM D570 @ 158°F for 166 hours.
 11. Static Puncture Resistance: > 56 lbs. per ASTM D5602.
 12. Dynamic Puncture Resistance: ≥ 474 pdl-ft per ASTM D5635.
- D. Minimum UL Class A fire rating.
- E. Attach roofing system using the fastener spacing requirements in the current edition of the manufacturer's specification.
- F. Current International Code Council Evaluation Services Report or Legacy Report showing compliance with the International Building Code.
- G. Solar Reflective Index Min 109 SRI.

1.6 SUBMITTALS

- A. Product data: For each component of the roofing system.
- B. Shop Drawings: For roofing system. Include roof plan with fastening pattern, and roofing manufacturer's standard details that are representative of those that will be encountered during installation.
- C. Samples for verification: For the following products:
 1. 4-inch x 6-inch sample of roofing membrane, of color specified.
 2. Sample of roofing membrane with factory weld and T-shaped lap.
 3. 4-inch x 6-inch sample of walkway pad.
 4. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.

- 5. A Sample of each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in *Performance Requirements* Article.
- F. ASTM D4434-96 Certification: Supply test results from qualified testing agency that states that the roofing product meets the requirements for type III PVC sheet roofing as defined in ASTM D4434-96.
- G. Maintenance Data: Outlining leak reporting procedure, maintenance requirements, and emergency repair procedures.
- H. Warranties: Submit a current sample of the manufacturer's warranty that will be issued for this project.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Manufacturer Qualifications: A qualified manufacturer must utilize a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- D. There shall be no deviations from roofing membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.
- E. Fire-Test-Response Characteristics: Provide membrane roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- F. Preliminary Roofing Conference:
 - 1. Meet with METRO, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- D. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- E. Handle and store roof materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

2. MATERIALS

2.1 MANUFACTURERS

- A. The following requirements apply for product selection:
 - 1. Product: Subject to compliance with requirements, provide the product specified.
 - 2. Manufacturer: Subject to compliance with requirements, provide products by the manufacturer specified.

2.2 PVC ROOFING MEMBRANE

- A. PVC Sheet: ASTM D4434, Type III, fabric reinforced, as follows:
 - 1. Product: Subject to compliance with requirements, provide Duro-Last® Specially Formulated Roofing Membrane by Duro-Last Roofing, Inc. or equal.
 - 2. Thickness: 60 mil (1.52 mm), 28 Mils above scrim, nominal.
 - 3. Exposed Face Color: white.

2.3 AUXILIARY MATERIALS

- A. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet membrane.
- B. Prefabricated Flashing: Prefabricated flashings for pipes, curbs, inside and outside corners of same material, type, reinforcement, and color as PVC sheet membrane.
- C. Sealants and Adhesives: Caulk, pour able sealant, mastic and adhesives.
- D. Slip Sheet and Cover Boards: Slip sheet or cover boards, of type required by Manufacturer for the application.
- E. Termination Bars: Standard rigid exterior vinyl bar, 1.5-inch wide with slotted holes 6-inch on center.
- F. Edge Detail: Fascia bar and cover, prefabricated Drip Edge, prefabricated Gravel Stop and 2-Piece Compression Metal Edge.
- G. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of manufacturers membrane laminated to one side.
- H. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate.
- I. Two-Way Vents: Must install a minimum of 1 vent per each 1000 square-feet.

2.4 SUBSTRATE BOARD OR SLIP SHEET

- A. Substrate Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate, 1/4 inch (6 mm) thick.
 - 1. Product: Subject to compliance with requirements, provide Dens-Deck® by Georgia-Pacific Corporation or equal.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate.

2.5 WALKWAYS

- A. Flexible Walkways: Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.

3. EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thickness of insulation.
3. For steel decks, verify that surface plane flatness and fastening of the roof deck comply with requirements in Division 5 Section Steel Deck.
4. For Concrete decks,
 - a. Verify that minimum concrete drying period recommended by manufacturer has passed.
 - b. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D4263.
 - c. If roof components will be adhered to concrete deck, verify that concrete curing compounds that will impair adhesion of the components to roof deck have been removed.
5. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Contractor shall prepare the roof by removing the existing tar and gravel roof system around the drain areas and replace any damaged plywood at a separate unit cost to be provided for additional work for dry-rot repair. Cost shall be provided as a rate per man-hour plus materials and any proposed markup. Prior written approval of any additional dry-rot repair work will be required by METRO's Project Manager.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to Manufacturer's written instructions. Remove sharp projections.
- C. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- D. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 SUBSTRATE BOARD AND SLIP SHEET INSTALLATION

- A. Fasten substrate boards and slip sheets according to manufacturer's written instructions.

3.4 MECHANICALLY FASTENED ROOFING MEMBRANE INSTALLATION

- A. Install prefabricated roofing sections over area to receive roofing according to manufacturer's written instructions.
- B. For each prefabricated roofing section pull the first securement tab taut and mechanically fasten to the structural deck. Unfold the roof section to expose the next securement tab. Pull the material taut to remove wrinkles and install fasteners. Continue this procedure for each securement tab.
 1. Fasteners and stress distribution plates must be supplied by manufacturer.
 2. The edge of the stress distribution plates should be aligned with the outside edge of the securement tabs.
 3. Securement tab and fastener spacing are based on manufacturer's specification.
- C. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter per manufacturer's specifications.
- D. Accurately align each prefabricated roofing section in order to maintain overlaps of the minimum dimensions required by manufacturer.
- E. Seams: Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to Manufacturer's written instructions to ensure a watertight seam installation.
 1. Hot-air welded seams must be a minimum of 1-1/2 inch wide.
 2. After seam has cooled make a hands and knees inspection with a probe. Repair any deficiencies found immediately.
- F. Penetrations: Utilize prefabricated flashings for penetrations such as pipes, equipment curbs, braces and pitch pockets. These flashings shall be made of the same membrane as the roof sections. Hot-air weld the flashing's skirt to the roofing section and properly terminate the flashing to the penetration per Manufacturer's specification.
- G. Drains and Scuppers: Follow membrane manufacture's specification to properly terminate the roofing sections at drains and scuppers. Clamping rings may be used to terminate the roof section at roof drains. If the drain

does not have a clamping ring, or it cannot be used, a prefabricated drain boot must be used. Prefabricated flashings must be utilized for scuppers.

3.5 BASE FLASHING INSTALLATION

- A. Install prefabricated sheet flashings according to Manufacturer's specification.
- B. Utilize prefabricated flashings for roof penetrations.
- C. Utilize prefabricated inside and outside corners where necessary.
- D. Hot-air weld the flashing's skirt to the roofing section and properly terminate the flashing to the penetration per Manufacturer's specification.

3.6 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to roof membrane according to Manufacturer's specification.

3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for Manufacturer's technical representative to inspect roofing installation on completion.
 - 1. Deficiencies: Any deficiencies identified during the inspection will be corrected and made ready for re-inspection within five (5) working days. Such corrections will be made at no expense to METRO .
 - 2. Warranty: Upon receipt of the required materials, certifying inspection and acceptance of the installation by Manufacturer, the warranty shall be duly executed and issued to METRO .

3.8 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to METRO .
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean over spray and spillage from adjacent construction using cleaning agents and procedures recommended by Manufacturer.

4. WARRANTY

- A. Manufacturer Warranty: Must warrant that the product membrane, material and accessories are free from manufacturing defects at the time of delivery and will not become defective during the term of the limited warranty.
 - 1. Warranty Period: 15 years from date issued.
 - 2. Issued direct from Manufacturer.
 - 3. Transferable for the full term of the warranty.
 - 4. No additional charge for the warranty.
- B. Contractor Labor Warranty: Contractor shall provide a five (5) year labor warranty for all work done.

ATTACHMENT A

NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Santa Cruz Metropolitan Transit District (METRO) has determined that Disadvantaged Business Enterprises (DBE) can reasonable be expected to compete for the opportunities in this Agreement and has established a DBE Availability Advisory 1.32 percentage. It is therefore METRO's expectation that available DBE firms have an opportunity to participate in this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its

own forces. The DBE joint-venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work./
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866) 810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the DBE menu titled Search for a DBE Firm
 - Click on the link Click here to Access the DBE Query Form link
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - “Start Search”, “Clear Form”, “Civil Rights Home”, and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without internet Access

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE Manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution shall be by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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

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

ATTACHMENT B

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. SUBCONTRACTORS

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

2. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AVAILABILITY ADVISORY

- B. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure METRO achieves its federally mandated statewide overall DBE goal, METRO encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal funds. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- C. As required by federal law, METRO has established a DBE goal. In order to ascertain whether the overall DBE goal is being achieved, METRO is tracking DBE participation on all federal-aid contracts.
- D. To assist contractors in ascertaining DBE availability for specific items of work, METRO advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 1.57 percent. METRO also advises that participation of DBEs in the specified percentage is not a condition of award.
- E. Contractor has agreed to carry out applicable requirements to Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.
- F. The contractor should notify the Contract Manager in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- G. DBE and other small Businesses (SB), as identified in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- H. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. PERFORMANCE OF DBE CONTRACTORS, AND OTHER DBE SUBCONTRACTORS/SUPPLIERS

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

- A. METRO shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by METRO, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by METRO. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with METRO's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE RECORDS

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)", CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the contractor or the contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
 - a. Prior to the fifteenth of each month, the contractor shall submit documentation to METRO's Contract Manager showing the amount paid to DBE trucking companies. The contractor shall also obtain and submit documentation to METRO's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks

from a non-DBE, the contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

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

6. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

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

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

- B. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- C. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and excessive as compared with fees charged for similar services.

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

- F. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- G. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- H. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- I. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

- J. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- K. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.



ADDENDUM NO. 1

**Santa Cruz Metropolitan Transit District Invitation for Bids (IFB)
No. 09-09 For Roof Replacement at the Watsonville Transit Center**

NEW BID DUE DATE: July 30, 2009 @ 2:00 PM, PST

Date of Addendum Issue: July 20, 2009

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is providing the following clarifications, modifications, additions and / or deletions to the Invitation for Bids (IFB) No. 09-09 for Roof Replacement at the Watsonville Transit Center. This Addendum shall become a part of the original IFB as issued by the Santa Cruz Metropolitan Transit District and the bid date and time remain unchanged at July 28, 2009 @ 2:00 PM, PST.

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

All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address llongnecker@scmtd.com.

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. ADDENDUM CONTENT:

1.1 **Addendum No. 1: 2 pages**

2. CHANGES TO PREVIOUS ADDENDA: (None)

3. BIDDERS REQUESTS FOR CLARIFICATIONS:

3.1 *QUESTION: In the contract, the warranty portion states that" Contractor Labor Warranty: Contractor shall provide a five (5) year labor warranty for all work done." Unfortunately the bonding company will not do a five year warranty for labor. The standard maintenance period that a bonding company will provide surety for is either a 1 or 2 year maintenance period. Since the bonding company has to follow the contract provided, the contractor can not guarantee a five year warranty on their labor. In order to provide a bid bond an amendment to the contract needs to be made stating that the contractors maintenance period is either amended to a one year or two year maintenance period.*

Answer: METRO revises Part VIII CONSTRUCTION SPECIFICATIONS FOR ROOF REPLACEMENT AT THE WATSONVILLE TRANSIT CENTER, Article 4. WARRANTY, Item B as follows:

Addendum No. 1 – Issue: July 20, 2009

B. Contractor Labor Warranty: Contractor shall provide a ~~five (5)~~ **two (2)** year labor warranty for all work done.

4. CHANGES TO IFB TERMS AND CONDITIONS:

4.1 Revision to Part VI – FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS, Article 1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND, item B. to be revised as follows:

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of ~~one (1) year~~ **two (2) years** after Final payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (METRO). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to METRO written by the same-corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

PLEASE NOTE THAT THE DUE DATE HAS BEEN CHANGED TO THURSDAY, JULY 30, 2009 AT 2:00 P.M. PST.

END OF ADDENDUM NO. 1

Lloyd Longnecker
Purchasing Agent

II. BID FORM
Document 1

EXHIBIT - B

FOR: **Roof Replacement at the Watsonville Transit Center**

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

BID FROM:

Priority Roofing Solutions, Inc.
(Print Name of firm submitting Proposal)

2978 Towers lane
(Address)

San Jose CA 95121
(City, State, Zip Code)

(408) 532-8020 (408) 532-8021
(Telephone) (Fax)

Kennedy@priorityroofing.com
(Email address)

Bidder's Declarations and Statement of Understanding

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. **Bidder acknowledges that addenda numbers 1 through 1 have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.**
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.
- 4) The bidder, having the appropriate active contractor's license (Class "A", "B" or "C39") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and

**II. BID FORM
Document 1**

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

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

FOURTY FIVE THOUSAND TWO HUNDRED ⁰⁰/₁₀₀ Dollars (\$ 45,200.00)
(In words-printed or typed)

Hourly Rate per man-hour for dry-rot repairs: \$ 92.25 /hour

6) Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of 100 (%) of the total of all work with its own forces.

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

BID BOND 10% Dollars (\$ 100)
(In words-printed or typed)

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

BIDDER IS A: (circle one)

Corporation Partnership Individual Joint Venture Other _____

Federal Tax Number: 77-0524002

Business License Number: 770948

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

PRIORITY ROOFING SOLUTIONS, INC.

When were you organized? 9-20-99

If a Corporation, where incorporated? CALIFORNIA

**II. BID FORM
Document 1**

How many years have you been in the contracting business under your current firm name or trade name? 10

State the date bidder first began business 9.20.99

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

NONE

NAMES AND TITLES OF KEY MEMBERS OF FIRM: Kennedy Figueroa,
President

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

NAME OF PRESIDENT IF A CORPORATION: Kennedy Figueroa

NAME OF SECRETARY IF A CORPORATION: KENNEDY FIGUEROA

STATE OF INCORPORATION: California

CALIFORNIA CONTRACTOR'S LICENSE(S):

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

Name of License(s):

C39 ROOFING
Classification(s)

770948
Number

11-30-09
Expiration Date

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

CORPORATE SEAL:



Identification of contact person during IFB process:

Name: KENNEDY FIGUEROA

Address: 2978 TOWERS LANE

Telephone Number: 408-532-8020

Fax Number: 408-532-8021

E-Mail Address: KENNEDY@PRIORITYROOFING.COM


**II. BID FORM
Document 1**

Acceptance of Terms:

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

NAME OF BIDDER'S FIRM: Priority Roofing Solutions Inc.

Address: 2978 Towers Lane San Jose CA 95121

By:  (Signature)

Kennedy Figuerra
(Print)

By: _____
(Signature)

(Print)

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

BID FORM – DOCUMENT 2

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

(Use Additional Sheets if necessary)

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

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

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

1. State the full legal name of the bidder. PRIORITY ROOFING SOLUTIONS, INC.
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any. KENNEDY FIGUEROA PRESIDENT
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome. NO
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person. NO
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any. N/A
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement. NO
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants. NO
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants. NO
9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date. SEE ATTACHED
10. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached

Question #6

North Natomas Library

\$167,060.00

Completion: 6/19/2009

Terra Mudrow

916-424-2422

VA Cemetery

\$154,850.00

Completion: 6/5/2009

Josef Braeu

916-338-7707

Mendocino K-8

\$1,217,984.00

Completion: 7/10/09

Phase 1 6/19/2009

Phase 2 Start: 9/1/2009 End: 1/1/2010

Doug Anderson

707-527-5788

BID FORM – DOCUMENT 2

setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience.):

- 11. Have completed to the public owner's satisfaction, no less than three (3) projects in the State of California involving the roof restoration of a commercial building, each with an original contract price of no less than \$30,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself.

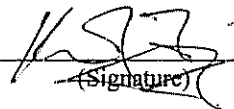
THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.

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

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

Dated: 7.29.09

Bidder: Priority Roofing Solutions, Inc.
(Company's Name)

By: 
(Signature)

Kennedy Figueroa
(Printed name of signor)

President
(Title of signor)

BID FORM – DOCUMENT 3

NON-COLLUSION AFFIDAVIT

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

Kennedy Figueroa
(Name)

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

President
(Title)

of Priority Roofing Solutions, Inc.
(Company Name)

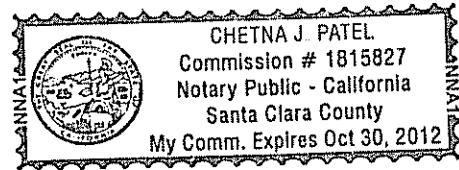
the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited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

[Handwritten Signature]
Signature

State of California County of Santa Clara,
Subscribed and sworn to (or affirmed)
Before me on this 29th day of July, 2009, by
Kennedy Figueroa
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature [Handwritten Signature]

Notary Public



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

That we Priority Roofing Solutions, Inc.

As PRINCIPAL and

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted a Bid No. 09-09 for certain construction specifically described as follows, which is to be opened on July 28, 2009 for Labor and materials to construct the MetroBase Project Phase I located in Santa Cruz, CA.

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

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


California law shall govern the interpretation of this bond.

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

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS 28 DAY OF July, 2009

Priority Roofing Solutions, Inc.

PRINCIPAL

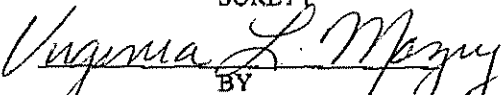

BY
Kennedy Figueroa

PRINCIPAL SEAL



Old Republic Surety Company

SURETY


BY
Virginia L. Mazry, Attorney in Fact

SURETY SEAL

18300 Von Karman Ave., Ste. 640

ADDRESS OF SURETY
Irvine, California 92612

[End of Bidders Bond.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

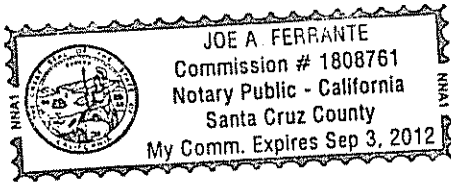
State of California

County of Santa Cruz

On July 28, 2009 before me, JOE A. FERRANTE, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER

personally appeared Virgina L. Mazry
NAME(S) OF SIGNER(S)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Joe A. Ferrante
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOSEPH ANTHONY FERRANTE, ANN S. FERRANTE, VIRGINIA L. MAZRY, OF LA SELVA BEACH, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF THREE MILLION DOLLARS (\$3,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10TH day of SEPTEMBER, 2008.

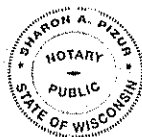
[Signature]
Assistant Secretary



OLD REPUBLIC SURETY COMPANY
[Signature]
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10TH day of SEPTEMBER, 2008, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]
Notary Public
My commission expires: 01/18/2009

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1447



Signed and sealed at the City of Brookfield, WI this 28 day of July, 2008

GENERAL SERVICE COMPANY

[Signature]
Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BID FORM – DOCUMENT 5

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

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

(Contractor) PRIORITY ROOFING SOLUTIONS, INC. certifies to the best of its knowledge and belief, that it and its principals:

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

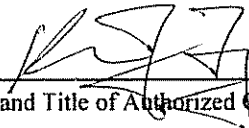
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

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

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

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

 PRESIDENT
Signature and Title of Authorized Official

BID FORM – DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

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

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


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

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

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

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

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

 PRESIDENT
Signature and Title of Authorized Official

BID FORM – DOCUMENT 7


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

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

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

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

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

 PRESIDENT
Signature and Title of Authorized Official

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

Priority Roofing Solutions, Inc.
Company Name

2978 Towers Lane
Street /Mailing Address

San Jose CA 95121
City/State/Zip Code

TAX I.D. 458-4953-6

1. PRIME CONTRACTOR

- The Bidder/Proposer is a Caltrans certified DBE under the Caltrans Uniform Certification Program.
Certification No. _____ Expiration Date _____
- The Bidder/Proposer has applied for DBE status through the Caltrans Uniform Certification Program.
Application Date _____ Status of application _____
- The Bidder/Proposer is not a Caltrans certified DBE under the Caltrans Uniform Certification Program.

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

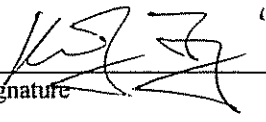
Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section 1 listed above.

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

http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf

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

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

 7 29 09
Prime Signature Date
President
(Position/Title)

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

Priority Roofing Solutions, Inc.
(Company Name)

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

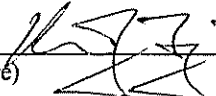
I, Kennedy Figueroa
(Name of Official)

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

July 29, 2009
(Date)

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

under the laws of the State of California.


(Signature)

Kennedy Figueroa
(Print)

President
(Title)

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

APPRENTICESHIP

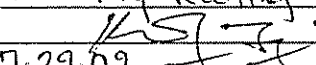
For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations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

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to July 28, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

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

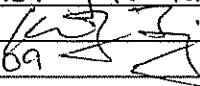
APPRENTICESHIP EMPLOYMENT CERTIFICATION

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

Contractor: Priority Roofing Solutions, Inc.
By: 
Date: 7-29-09
Title: President

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

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

Contractor: Priority Roofing Solutions, Inc.
By: 
Date: 7.29.09
Title: President

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

The Bidder certifies that:

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

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

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

NONE

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

Executed on 7/29, 2009, at SAN JOSE, CALIFORNIA
(Date) (City) (State)

KENNEDY FIGUEROA [Signature] PRESIDENT
Typewritten or Printed Name Signature of Authorized Official Title

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

CONFLICT OF INTEREST CHECKLIST

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

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

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

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

-
- Dates of Employment/consulting contract:

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

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

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

-
- Last date of employment or consultant contract:

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

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

- Name(s) of Board Members:

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

-
- Percentage of ownership of company shares:

BID FORM – DOCUMENT 15
CONFLICT OF INTEREST STATEMENT

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

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

- Name(s) of each former employee:
-

- All titles of each former employee:
-

- Description of job duties:
-

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

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

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

- Name of Board Member receiving the gift:
-

- Value of the gift:
-

- Description of the gift:
-

- Date the gift was delivered:
-

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

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

- Name of Board Member receiving the contribution:
-

- Name of Board Member receiving contribution:
-

- Amount of the contribution:
-

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

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


-
- Date the contribution was delivered:

-
- To whom was the contribution delivered:
-

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

Executed on July 29, 2009, at San Jose, California
(Date) (City) (State)

Kennedy Figueroa
Typewritten or Printed Name


Signature of Authorized Official

President
Title

Good Faith Effort

DBE Firm	Contact info	Results
Absolute Urethane Roofing & Waterproofing 6648 South Elm Fresno, CA 93706 Phone: (559)241-0160 Fax:(559)367-5514	Emailed / Fax 7/28/2009 Don Seo	Will not be bidding
Exbon Development, Inc. 13432 Alcare Street Cerritos, CA 90703 Phone: (562)-777-8900 Fax: (562)-777-1888	Emailed / Fax 7/28/2009 Eric Plaza	Requested plans. No response
Quality Erectors & Construction, Inc. 3130 Bayshore Rd Benicia, CA 94510 Phone:(707)746-4198 Fax:(707)751-3962	Emailed / Fax 7/28/2009	No response
Famania Construction 3241 Olive Street , National City Ca 91950 Phone:(619)267-3440 Fax:(619)267-3680	Emailed / Fax 7/28/2009	Not bidding



Requesting Sub Bids From Qualified DBE Subs/Suppliers
PRIORITY ROOFING SOLUTIONS, INC.

2978 Towers Lane San Jose, CA 95121

Contact: Mayra Barrera

Phone: (408) 532-8020 **Fax:** (408) 532-8021

Requesting Bids/Quotes For: Single Ply / Tear off

Roof Replacement at the Watsonville Transit Center

Bid Date: July 30, 2009 **Bid Time:** 2:00pm

Contracting Agency: Santa Cruz Metropolitan Transit District





PRIORITY ROOFING SOLUTIONS, INC.

Facsimile Transmittal Sheet

Company: Absolute Urethane Roofing & Waterproofing

To: Estimating Dept. **From:** Mayra

Fax: 551.367.5514 **Date:** June 28, 2009

Pages including cover 2

Regarding: Invitation to Bid

Urgent For Review Please Provide Please Reply





PRIORITY ROOFING SOLUTIONS, INC.

Facsimile Transmittal Sheet

Company: Quality Erectors & Construction, Inc.

To: Estimating Dept.

From: Mayra

Fax: 707-751-3162

Date: June 28, 2009

Pages including cover 2

Regarding: Invitation to Bid

Urgent

For Review

Please Provide

Please Reply



Main Office ♦ 2978 Towers Lane San Jose, CA 95121 ♦ TEL (408) 532-8020 ♦ FAX (408) 532-8021

Northern office Tel (916)339-1247 Fax (916)339-1252 License 770948



PRIORITY ROOFING SOLUTIONS, INC.

Facsimile Transmittal Sheet

Company: Exxon Development, Inc.

To: Estimating Dept.

From: Mayra

Fax: 5102-777-1888

Date: June 28, 2009

Pages including cover 2

Regarding: Invitation to Bid

Urgent

For Review

Please Provide

Please Reply

FAXED

Main Office ♦ 2978 Towers Lane San Jose, CA 95121 ♦ TEL (408) 532-8020 ♦ FAX (408) 532-8021

Northern office Tel (916)339-1247 Fax (916)339-1252 License 770948

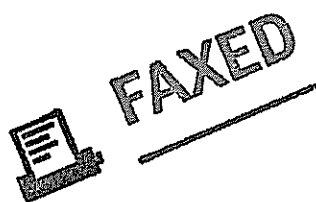


PRIORITY ROOFING SOLUTIONS, INC.

Facsimile Transmittal Sheet

Company: Famania Construction
To: Estimating Dept. **From:** Mayra
Fax: Cell 916-267-3680 **Date:** June 28, 2009
Pages including cover 2
Regarding: Invitation to Bid

Urgent X **For Review** **Please Provide** R **Please Reply**





Procurement

Firm Detail

PRIORITY ROOFING SOLUTIONS INC
 2978 TOWERS LANE
 SAN JOSE, CA 95121
 Email: mayra@priorityroofing.com
 Web Page: www.priorityroofing.com

OSDS Ref# 23627
 Phone: (408) 532-8020
 FAX: (408) 532-8021

AKA Names

Service Area(s): STATEWIDE

Keywords:

Construction - ROOFING WATERPROOFING RE-ROOF ROOF

Current Certification Status

This Firm is Certified Microbusiness (MB)

Business Type	Certification Type	Status	From Date	To Date
CONSTRUCTION	SMALL BUSINESS	Approved	8/19/2008 12:00:00 AM	8/31/2009 12:00:00 AM
Standard Industrial Classifications (SIC) registered by this firm				
SIC Code	SIC Description			
C-39	Roofing			

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
Terry Gale, IT Manager
Ciro Aguirre, Operations Manager
April Warnock, Paratransit Superintendent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR THE PURCHASE OF THE TRAPEZE PASS INTERACTIVE VOICE RESPONSE (IVR) ENHANCEMENT MODULE FOR AN AMOUNT NOT TO EXCEED \$89,707.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase, installation and training of the Trapeze PASS-IVR enhancement module for an amount not to exceed \$89,707.

II. SUMMARY OF ISSUES

- The IVR (Interactive Voice Response) enhancement module is a VoiceXML-based interactive telephone information system that delivers transit information and services to demand response passengers.
- Trapeze Software Group, Inc. is the developer of the PASS software used by METRO to track ParaCruz ADA clients and create driver runs.
- The Trapeze PASS-IVR enhancement module of the software will augment the Trapeze PASS Software.
- Trapeze Software Group, Inc. is the only company that can provide this software module that will work with the Trapeze PASS software.
- Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase, installation and training of the Trapeze PASS-IVR enhancement module for an amount not to exceed \$89,707.

III. DISCUSSION

The IVR (Interactive Voice Response) enhancement module is a VoiceXML-based interactive telephone information system that delivers transit information and services to demand response passengers. The product integrates with Trapeze PASS which is Trapeze's demand response scheduling and dispatch software for paratransit, enabling clients to confirm and cancel trips over

the phone without speaking to a call center agent. The call-back feature will remind paratransit customers of upcoming trips, which is currently being done by ParaCruz Reservationists. Based on open standards, Trapeze IVR employs an XML framework developed to deliver transit information to many kinds of devices. The product incorporates text-to-speech and automatic speech recognition technologies that let callers interact dynamically with schedules and other information.

Trapeze Software Group, Inc. is the software developer whose software, PASS, is used by METRO to track ParaCruz ADA clients and create driver schedules. Trapeze Software Group, Inc. is the only company that can provide this software enhancement module that will work with the Trapeze PASS software.

The quote for the Trapeze PASS-IVR enhancement module from Trapeze Software Group is \$89,707. (Reference Software License Agreement Amendment #3 received - Attachment A).

Any feature that will require modifications as to how the public interacts with ParaCruz, thereby requiring changes to the ParaCruz Customer Service Guide, will not be implemented until completion of a public outreach process.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase of Trapeze PASS-IVR enhancement module for an amount not to exceed \$89,707.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Capital Budget – Grant-Funded Projects under the title: Trapeze Pass Interactive Voice Response System (\$91,141).

V. ATTACHMENTS

Attachment A: Trapeze Software Group- Software License Agreement Amendment #3.

Prepared By: Lloyd Longnecker, Purchasing Agent

SOFTWARE LICENSE AGREEMENT
AMENDMENT #3

THIS AMENDMENT is made effective this 28 day of ^{August}~~April~~, 2009 between:

1. **Trapeze Software Group, Inc.** with its place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona, 85258, ("Trapeze"); and
2. **Santa Cruz Metropolitan Transit District**, with its place of business at 370 Encinal Street, Suite 100, Santa Cruz, CA U.S.A., 95060 ("Licensee").

WHEREAS Trapeze and Licensee intend to amend the Software License Agreement dated April 12th, 2004 ("the Agreement"), in order to license the Trapeze PASS-IVR Product to Licensee;

NOW THEREFORE Trapeze and Licensee agree as follows:

1. **Amendment to Agreement**

- (a) Exhibit A-3, attached hereto, is added to and included within the terms of the original Exhibit A to the Agreement.
- (b) The parties agree to the additional third party license terms and conditions applicable to the licensed use of Voice Genie Gateway third party component product, attached hereto as Exhibit B.
- (c) Pricing, payments, license limitations, term of warranty, and services shall be in accordance with the Project Budget and Scope of Work attached hereto.
- (d) All remaining terms, conditions, and covenants of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be signed by their duly authorized representatives as of the date above.

TRAPEZE SOFTWARE GROUP, INC:

LICENSEE

By: _____

By: _____

Name: Brian Beattie

Name: Leslie R. White

Title: Chief Financial Officer

Title: General Manager

EXHIBIT A-3

Item	Licensed Product	Product Description	Configuration	Gross License Fee	License Date
1.	Trapeze PASS-IVR (Confirm/Cancel, Call Backs - Notifications)	PASS Interactive Voice Response for Confirm/Cancel, Call Backs (Notifications), and with Voice Genie Gateway	Up to 399 average weekday trips 6 Voice Genie Gateway Lines	\$50,533 (includes license fees for Confirm/Cancel, Call Backs (Notifications), and Voice Gateway)	Effective date of this Amendment

Note: Project Budget and Scope of Work Document is attached to this Amendment.

11.a2

EXHIBIT B

Required Terms Relating to Third Party Software included in Trapeze IVR Voice Genie Gateway (VG)

1. Technical Specifications:

- 6 ports
- Touch Tone Input & Recorded Speech Output
- Gateway upgrade to support TTS
- TTS (Text-to-Speech) - First Language

2. Use of Software. License agrees not to: (i) modify, port, translate, localize, or create derivative works of the IVR Voice Genie Gateway (VG) software application; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the IVR Voice Genie Gateway (VG) software application by any means whatever, or disclose any of the foregoing; (iii) sell, lease, license, sublicense, copy, market or distribute the IVR Voice Genie Gateway (VG) software application; (iv) knowingly take any action that would cause the Trapeze IVR Voice Genie Gateway (VG) software application to be placed in the public domain or (v) distribute any batch or off-line processing of content using the IVR Voice Genie Gateway (VG) software application, except by payment of the applicable port fees or use any delivered speech data files except in connection with the IVR Voice Genie Gateway (VG) software application.

3. Acknowledgment of Proprietary Materials; Limitations on Use. Trapeze represents and, based on that representation, Licensee acknowledges, that the IVR Voice Genie Gateway(VG) software application and the Documentation are protected by the intellectual property laws of the United States and other countries, and that they embody valuable confidential and trade secret information of Trapeze or its licensors and/or suppliers. Licensee agrees to hold them in confidence and agrees not to use, copy, or disclose, nor permit any of its personnel to use, copy or disclose the same for any purpose that is not specifically authorized under this Agreement. Licensee agrees that Trapeze's licensors and suppliers are intended third party beneficiaries of the provisions hereof.

4. LIMITATION OF LIABILITY. THE LIABILITY OF TRAPEZE (INCLUDING ANY LIABILITY OF ITS LICENSORS AND SUPPLIERS) TO LICENSEE AND ITS OFFICERS, VALUE ADDED RESELLERS AND EMPLOYEES FOR ANY CLAIM ARISING FROM THE LICENSED USE OF THE IVR VOICE GENIE GATEWAY (VG) SOFTWARE APPLICATION, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) WILL NOT EXCEED THE LESSER OF (A) THE AGGREGATE FEES ACTUALLY PAID TO TRAPEZE UNDER THIS AGREEMENT, OR (B) THE ACTUAL DAMAGES SUSTAINED BY LICENSEE.

5. CONSEQUENTIAL DAMAGES. In no event shall Trapeze OR ITS SUPPLIERS be liable for any special, indirect or consequential damages, including, but not limited to, loss of revenues and loss of profits, even if Trapeze or its suppliers have been advised of the possibility of such damages.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF THE POSITIONS ON THE METRO ADVISORY COMMITTEE (MAC) THAT HAVE BEEN VACANT FOR AN EXTENDED PERIOD OF TIME.

I. RECOMMENDED ACTION

That the Board of Directors consider what actions should be taken with respect to the positions on the Metro Advisory Committee (MAC) that have been vacant for an extended period of time.

II. SUMMARY OF ISSUES

- On December 19, 2003 the Board of Directors approved the creation and structure of the Metro Advisory Committee (MAC).
- As a result of the action taken by the Board of Directors the Bylaws for the MAC were created and adopted.
- The Board of Directors appointed the initial Members of the MAC on February 27, 2004.
- The first meeting of the MAC was held April 21, 2004.
- Article III of the Adopted MAC Bylaws outlines the criteria for committee membership.
- In the past two years a number of the original Members of the MAC have resigned for various reasons. Currently five positions on the MAC are vacant and have been for some time.
- The Board Members who must make recommendations to the Board in order to fill the vacant MAC positions are listed in Attachment A to this report.
- The MAC has been active on many issues since its creation. Issues that have been addressed by the MAC are: bikes in buses, service changes, ParaCruz eligibility, UCSC service issues, and others. However, for the MAC to be effective it should have a full compliment of Members.
- Staff recommends that the Board of Directors make a determination as to whether the continuation of the MAC is of value and take the appropriate actions that would result from that determination.

III. DISCUSSION

For many years two citizen advisory committees served METRO. The Metro Accessible Transit Services Forum (MASTF) addressed issues of accessibility on the fixed route service, paratransit service, and facilities. The Metro Users Group focused on the overall service that was provided, the information distribution and marketing programs, and advised the Board on other matters that were referred to it for consideration.

On December 19, 2003, after a significant amount of discussion and multiple meetings the Board approved the creation of a new Metro Advisory Committee (MAC) that would replace MUG. The Board approved the structure of the new committee and directed staff to prepare necessary modifications to the MAC Bylaws to reflect the decisions that were made with respect to committee size and structure.

In the time that has passed since the Board took action with respect to the formation of the MAC the Committee has met on a regular basis commencing with the first meeting that took place on April 21, 2004. The Committee attendance has been good and the discussions have been productive. The Committee has been working on many issues and has presented the General Manager and the Board with recommendations for the improvement of service to riders.

However, in the past few years there have been vacancies on the MAC that have resulted from the resignations of some Members. A committee such as the MAC is most effective when it is comprised of a full compliment of Members. The Members of the Board of Directors that have the nominating responsibility for the vacant MAC positions are listed in Attachment A.

I recommend that the Board of Directors review the value of the continuation of the MAC and make a determination as to what actions they would like to take based on that determination.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the 2009/2010 METRO Operating Budget to support the activities of the Metro Advisory Committee.

V. ATTACHMENTS

Attachment A: Current MAC Members and Vacant Positions.

Attachment B: Current Applicants to Serve on the MAC

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
METRO ADVISORY COMMITTEE (MAC)
2009 ATTENDANCE REPORT

Member	Jul	Aug	Sep	Oct	Nov	Dec	Note
Gunther, Naomi (Rotkin)	Absent						Elected Chair 02/18/09 Year of term completion 2009
Murphy, Mara (Bustichi)	X						Year of term completion 2010
Papadopulo, Dennis (Pops) (Spence)	X						Year of term completion 2009
Rosenstein, Stuart (Beautz, Pirie)	X						Year of term completion 2009
Williams, Dave (Skillieorn, Martinez)	Absent						Year of term completion 2010
Yount, Robert (Keegh, Hagen)	X						Elected Vice Chair 02/18/09 Year of term completion 2009
VACANT (Nicol, Graves)	V A C A N T						
VACANT (Tavantzis)	V A C A N T						
VACANT (Reilly, Robinson)	V A C A N T						
VACANT (Hinkle)	V A C A N T						
VACANT (Stone)	V A C A N T						

Created 01/16/08

F:\Frontoffice\filesyst\MMMAC\Attendance\2009

12.21

Attachment A

Date: Mon, 26 Jan 2009 22:01:44 -0800 (PST)
From: t.ballantyne@comcast.net
To: cthomas@scmttd.com
Subject: METRO Advisory Committee Application
Cc: lwhite@scmttd.com, mdorfman@scmttd.com

Attachment **B**

=====
MAC Application Form
=====

Name: Terry Ballantyne
Address: 1456 Dolphin Drive
City: Aptos State: Ca Zip: 95003
Phone: 831 685 8959
E-Mail: t.ballantyne@comcast.net
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? Infrequent

What are your particular transit interests?

I have some ideas to make riding the bus chic and socially positive. I think the timing is right to engage the citizens of Santa Cruz to support the Metro and embrace it as it is embraced in London, Rome, and Paris. We have an image problem and I would like to correct that. I think we can make is a social mandate that one ride the bus as often as is possible, but it has to be a new experience. I think we can create an image of the Metro as a community builder, a place to meet people, read and relax and save money while you reduce emissions. I have a great idea about how to accomplish that.

What do you think are the biggest challenges for METRO?

Image~ in terms of engaging folks to use it. The bus is currently the domain of the underprivileged, homeless, disadvantaged. We need to revamp that whole legend. I would like to be on the committee to better understand some of the logistics and financial issues and move forward to energize the community around the use of public transportation.

12.61

What do you believe that you will contribute to the MAC and METRO if appointed?

I want to set a goal of getting cars off the highway.. Perhaps 50% on a given day, and a reduction in general by changing the mindset of students and workers who work at a fixed point. I have a lot of energy and vision and can reach into the unknown and say "why not" I love challenges and have a gift for motivating others to get involved.

I just wrote out a vision statement for the Metro and was telling a friend who alerted me to this opportunity.

What are the interests and the experiences that you have that would make you an effective member of the MAC?

I have been the creator and founder of several successful small businesses that were merely concepts and I took them to 18 employees and sold them successfully. I have good communication skills and seek to find consensus without letting fear and uncertainty hold back progress.

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?

I have a flexible schedule and should be able to attend all the meetings and take on some of the projects that would be necessary to revitalize the metro in this critical time of energy conservation.

Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed?
NO

=====
END OF FORM

12.62

Date: Fri, 6 Feb 2009 12:40:15 -0800 (PST)
From: rachelperfectjob@yahoo.com & rachel@eco-farm.org
To: cthomas@scmttd.com
Subject: METRO Advisory Committee Application
Cc: lwhite@scmttd.com, mdorfman@scmttd.com

=====
MAC Application Form
=====

Name: Rachel Goldwasser
Address: 1308 Rodriguez Street
City: Santa Cruz State: CA Zip: 95062
Phone: 831-763-2111
E-Mail: rachelperfectjob@yahoo.com & rachel@eco-farm.org
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? HOW OFTEN?

What are your particular transit interests?

I have been a long time Metro passenger (15+ years), and I have a general interest in overall Metro operations.

I am specifically interested in:

Efficiency. As a Metro passenger I am keenly aware of the necessity for efficiency in route scheduling and in day to day travel.

Community Outreach. Transit is an excellent and sustainable form of transportation which goes unacknowledged by a large number of Santa Cruz County citizens. I feel that I represent the Metro passengers who actively use the Metro system, choosing to use it as our primary transportation source, enjoying the experience, and advocating it's use to the entirety of Santa Cruz County's citizens

What do you think are the biggest challenges for METRO?

Due to many hours per week that I utilize the Metro transportation system I am privy to a number of challenges faced by the Metro, including the budget and I am specifically concerned with the following three:

1) Access to route & fare information

Headways is an excellent source of information, but they are not readily available unless you are on a bus or at the downtown or Watsonville Metro

12.b3

stations- when they are open, rendering them occasionally useless when an individual is attempting to get to a bus or a station and find out the times, fares and specific route map before departing from their location or when the transit stations are closed. I would recommend that some Headways are kept outside the Metro buildings (in a box) as well as a wider distribution range, that includes a box at the Capitola Mall, as well as a few key places in town, such as those that offer monthly bus passes.

I have been both a Cabrillo and a UCSC student and have had a difficult time finding out when my bus passes are valid. In Cabrillo's case there is no clear mention by Cabrillo or the Metro that these bus passes are not available on Sundays, nor on days that the school is closed. I have only learned this through years of experience. With UCSC bus passes, there is rarely a driver who knows what date a pass will be invalid until that day occurs, as I have asked repeatedly without getting an accurate response.

Metro customer service is available during a specific time span each day, as opposed to the entirety of time each day the buses are on the road, making the service only somewhat helpful. There have been many days and times when myself or another individual has been waiting for a bus that never arrives, and has no ability to find out if the bus came early, if bus is late, if there was another problem, and a replacement has been scheduled. This challenge tends to arise early in the morning, late at night and on weekends.

1) Access to bus fare

There is very little access to change for bus fare, which seems to be an oversight since the fares are \$1.50 & \$4.50, both which require specific coin denominations. There are very few change machines available to the Metro patrons, and on many occasions they are locked or out of service, and none of the nearby vendors are willing to give out change without purchase. In many cases this challenge has led me (and countless) to end up in the following scenarios:

- I have missed buses because I haven't had access to the correct change before the bus departs
- I have been forced to purchase an item I did not want from a nearby vendor in order to get the required change for fare
- Without access to the proper change I have been forced to overpay upon entering the bus, on many many occasions.

2) Consistency.

This is in regards to driver routines & procedure. There seems to be a high level of inconsistency related to drivers actions and passenger interaction.

12.64

What do you believe that you will contribute to the MAC and METRO if appointed?
My love and continued (15 year) commitment to the utilization of the Metro Service.

An educated and dedicated point of view.

I bring a passenger perspective. My perspective stems from my use of the Metro Metro out of necessity and out of choice, as a career professional, as a high school student, a Cabrillo student and a UCSC student, as an individual from a low income household, as an individual from a middle income household and as an advocate for sustainable transportation.

I am also a skilled professional in a variety of areas and am always happy to use these skills when and where they are needed. I will send a supplemental e-mail with my resume included.

What are the interests and the experiences that you have that would make you an effective member of the MAC?

I bring a passenger perspective. My perspective stems from my use of the Metro Metro out of necessity and out of choice, as a career professional, as a high school student, a Cabrillo student and as a UCSC student, as an individual from a low income household, as an individual from a middle income household and as an advocate for sustainable transportation.

I am a long time citizen of the Santa Cruz community (25 years), and I understand the culture and geography of the region.

I have a sustained interest in the success of the Santa Cruz Metro.

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?

I am available on all meeting dates and have initial time that can be devoted to any MAC activity.

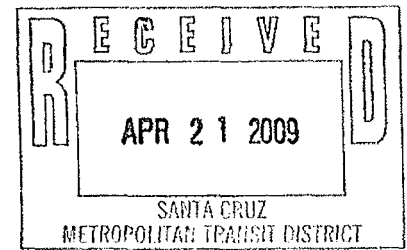
Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed?
NO

12.65

=====

END OF FORM

12. b6



Application for Nomination

For Appointment to the METRO Advisory Committee (MAC)

Name Charlotte Walker

Address (with zip code) 135 Pacheco Ave -
Santa Cruz, CA - 95062

Day Time Phone 831-458-9732

Email Address (to receive Agenda Packets) none

Do You Ride METRO Fixed Route or ParaCruz service? yes

How Often Do You Use the METRO/ParaCruz Service? 4-5x's a week ^{my only} _{Treas position}

What are Your Particular Transit Interests? Clean buses; Clean
and safe bus stops. Holiday buses.

What Do You Think Are The Biggest Challenges For METRO? scheduling
bus routes & times on heavy ridership times of day and
less ridership on lighter da times of day -

What Do You Believe That You will Contribute to MAC and METRO if Appointed? Being
retired and willing to contribute & serve to the best
of my ability and knowledge as a metro rider.

What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC? I had a car until 2008 - took public transportation
of all kind many times. Moved in Santa Cruz middle of 1950 to middle of 1970
returned to Santa Cruz 2004. Come to Santa Cruz many times a year in the
30 years. I was not a resident. I have observed many changes in Santa Cruz
County and I want to be part of the forward movement and betterment of
this community. My negative is I'm not computer literate nor do I
have E Mail.

12.67

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

I'm very flexible and don't have prior commitments that would interfere with activities or duties of MAC

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

No

Date of Application

April
~~May~~ 20, 2009

Signature

Charlotte Walker

You may return your completed application to: SCMTD
Attn: Cindi Thomas
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Or use the **MAC OnLine Application:**

- 1) Go to METRO Online www.scmttd.com
- 2) Click on "Board" and select "Board Homepage "
- 3) Scroll towards the bottom of the Board page until you see.
MONTHLY METRO ADVISORY COMMITTEE MEETING
 - Volunteer to serve on the METRO Advisory Committee ^{NEW}
- 4) Click on "Volunteer" for the MAC application form
- 5) Bring your cursor down to the information boxes and click on the "Name" box to begin
Please fill out all boxes and make a selection from all drop down lists. If you prefer to leave a box blank, please enter none or N/A
- 6) Use the tab key or your mouse to switch to the next information box
- 7) At the end of the form, click on the "METRO" button to submit the application
- 8) Your application will be forwarded to the METRO Board of Directors for consideration for available positions (if any) on the METRO Advisory Committee

If you have any problems, please call METRO at 831-426-6080.

From: lisawarshaw555@yahoo.com
To: cthomas@scmtd.com
Subject: METRO Advisory Committee Application
Cc: lwhite@scmtd.com, mdorfman@scmtd.com

=====
MAC Application Form
=====

Name: lisa warshaw
Address: 1010 pacific #221
City: Santa Cruz State: CA Zip: 95060
Phone: 8314210998
E-Mail: lisawarshaw555@yahoo.com
=====

Do you ride METRO Fixed Route or ParaCruz Service?: METRO Fixed Route

How often do you use METRO/ParaCruz Service? Daily

What are your particular transit interests?

- i) funding improvements
- ii) increasing ridership
- iii) supporting ridership who have no other ridership options
- iv) communicating with ridership and reporting back to Metrobus
- v) educating the public about the potential and importance of a responsive and dependable bus service

What do you think are the biggest challenges for METRO?

- i) replacing the missing capital budget so that the bus service does not degrade
- ii) planning for future growth in the bus service while the budget income is so stressed and unstable for at least five years

What do you believe that you will contribute to the MAC and METRO if appointed?
Potentially:

12.69

- i) high level communication and people skills
- ii) a passionate commitment to the value of public transport
- iii) a moral commitment to people in the community who are vulnerable and/or isolated and/or have incomes of \$10,000 dollars or less
- iv) goal orientated thinking
- v) research skills to gather info for inspiration and information
- vi) I can think outside and inside the box as a result of my professional experiences and my specialist training

What are the interests and the experiences that you have that would make you an effective member of the MAC?

I come from a place where public transport is supported, funded and used by nearly everyone. I am a disabled non car owner who depends on buses for my transport needs. I have a social network in community transport groups in Santa Cruz. I have experience of working as the voluntary secretary on the Teachers Academic Network of Amnesty International in London so I understand board meeting protocol. I also have a good understanding of grant writing through my fund raising activities for a London High School. I have run my own business so do have some understanding of budgets. Over the last three months I have become very involved at the grass roots level in discussing and thinking about the role of bus services and funding related and related topics. I have been actively working to inform myself about the issues surrounding bus transit funding and its future in this community partly through talking to a huge number of people while giving out leaflets about the bus budget cuts and partly through my own reading. Your own Erich Freidrich and Les White have been helping me get up to speed with Metro's service and capital budget so that I could write the opening address to Assemblyman Monning about the need to urgently repair the state transit budget at the recent townhall meeting at the Nelson Loudon Community Center

Please outline your availability in terms of meeting times/days and total time per month you could devote to the activities of the MAC?

I am in the process of searching for a job post rehabilitation from major surgery and so if this is an entirely voluntary position I will have to limit my hours to around 3 hours a week so it will not impede my job search and future earnings potential

Are you aware of any conflicts of interest that would prevent you from serving on the MAC if appointed?
NO

12.610

I do not belong to any transport or political groups, except for Amnesty International UK.

=====

END OF FORM

12.611

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF APPOINTMENT OF CHARLOTTE WALKER TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR LYNN ROBINSON

I. RECOMMENDED ACTION

The purpose of this staff report is to request Board Approval of the appointment of Charlotte Walker to the Metro Advisory Committee (MAC) as the appointment of Director Lynn Robinson.

II. SUMMARY OF ISSUES

- There is currently a vacancy on the Metro Advisory Committee (MAC) for an appointment by Director Lynn Robinson.
- Director Robinson is nominating Charlotte Walker for appointment to the MAC.
- Pursuant to Section 3.2 of the MAC Bylaws the appointment of Charlotte Walker would be eligible for a term that concludes on December 31, 2011.

III. DISCUSSION

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that replaced the METRO Users Group (MUG), and the Board approved the structure of the new committee. Application Forms were used to solicit interested persons to participate on MAC.

The Board of Directors appointed the individuals that they wanted to serve as members of the MAC. Each member of the Board provided the name of the individual that they wanted to nominate and the Board of Directors then confirmed the individuals. In the past few years there have been vacancies on the MAC that have resulted from the resignations of some Members. A committee such as the MAC is most effective when it is comprised of a full compliment of Members. One of the current vacancies is the position responsible to Director Lynn Robinson.

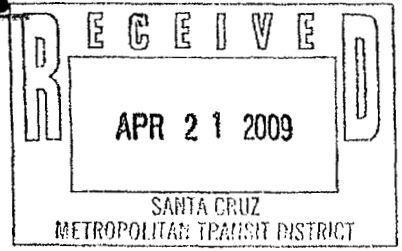
Director Robinson has indicated that she would like the Board of Directors to consider the nomination of Charlotte Walker to serve as a Member of the MAC. The application of Charlotte Walker is attached to this report.

IV. FINANCIAL CONSIDERATIONS

Funds to support the membership of Charlotte Walker on the MAC are provided for in the FY 2010 METRO operating Budget.

V. ATTACHMENTS

Attachment A MAC Application Form of Charlotte Walker



Application for Nomination

For Appointment to the METRO Advisory Committee (MAC)

Name Charlotte Walker

Address (with zip code) 135 Pacheco Ave -
Santa Cruz, CA - 95062

Day Time Phone 831-458-9732

Email Address (to receive Agenda Packets) none

Do You Ride METRO Fixed Route or ParaCruz service? yes

How Often Do You Use the METRO/ParaCruz Service? 4-5x's a week ^{my only} _{TRANSPORTATION}

What are Your Particular Transit Interests? Clean buses; Clean
and safe bus stops. Holiday buses.

What Do You Think Are The Biggest Challenges For METRO? scheduling
bus routes & times on heavy ridership times of day and
less ridership on lighter times of day -

What Do You Believe That You will Contribute to MAC and METRO if Appointed? Being
retired and willing to contribute & serve to the best
of my ability and knowledge as a metro rider.

What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC? I had a car until 2008 - took public transportation
of all kinds many times. Moved in Santa Cruz middle of 1950 to middle of 1970
returned to Santa Cruz 2004. Come to Santa Cruz many times a year in the
30 years I was not a resident. I have observed many changes in Santa Cruz
County and I want to be part of the forward movement and betterment of
this community. My negative is I'm not computer literate nor do I
have E Mail.

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

I'm very flexible and don't have prior commitments that would interfere with activities or duties of MAC

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

No

Date of Application

*April
~~May~~ 20, 2009*

Signature

Charlotte Walker

You may return your completed application to: SCMTD
Attn: Cindi Thomas
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Or use the MAC OnLine Application:


- 1) Go to METRO Online www.scmttd.com
- 2) Click on "Board" and select "Board Homepage"
- 3) Scroll towards the bottom of the Board page until you see
MONTHLY METRO ADVISORY COMMITTEE MEETING
 - Volunteer to serve on the METRO Advisory Committee NEW
- 4) Click on "Volunteer" for the MAC application form
- 5) Bring your cursor down to the information boxes and click on the "Name" box to begin
Please fill out all boxes and make a selection from all drop down lists. If you prefer to leave a box blank, please enter none or N/A
- 6) Use the tab key or your mouse to switch to the next information box
- 7) At the end of the form, click on the "METRO" button to submit the application.
- 8) Your application will be forwarded to the METRO Board of Directors for consideration for available positions (if any) on the METRO Advisory Committee.

If you have any problems, please call METRO at 831-426-6080.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager 
Terry Gale, Manager of Information Technology

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH GIRO, INC. FOR THE PURCHASE OF HASTUS VERSION 2009 UPGRADE AND ADDITIONAL MODULES.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the existing Contract with Giro, Inc. for an amount not to exceed \$1,089,671 for the purchase of the HASTUS v2009 upgrade and new software modules, and approve contract change order procedures.

II. SUMMARY OF ISSUES

- Giro, Inc. (Giro) is the developer of the Version 2006 HASTUS software currently used by METRO planning and scheduling staff to develop bus schedules and operator shifts.
- The Giro contract price includes: new modules to replace the existing Dispatch system, and to assist Planning and Customer Service, upgrades to Version 2009 of all existing HASTUS scheduling modules, staff training, and first year of annual maintenance (through 2011).

III. DISCUSSION

Giro, Inc. (Giro) is the developer of the Windows-based Version 2006 HASTUS software used by METRO planning and scheduling staff to develop bus schedules and operator shifts. The software was originally purchased in 2002, and upgraded in 2004, and again in 2006. Giro recommends upgrade every 2-4 years, at the discretion or need of the customer. Since METRO is looking to acquire new modules at this time, it is also necessary to bring all modules up to Version 2009. The quoted price from Giro including upgrade (Attachment A) is \$1,089,671.

Schedules are currently exported from HASTUS in a format that can be imported into the existing UNIX text-based Dispatch software, which has not been updated for 25 years (since 1985). While IT has invested hundreds of development hours in patching the existing dispatch system to keep up with the upgraded scheduling software, a replacement is imperative.

HASTUS offers additional Windows-based daily-scheduling, Operator bidding, and dispatch software modules that are the only suitable replacement. This will allow Scheduling to make use of previously unused efficiency features of HASTUS by removing the limits imposed by this legacy Dispatch software, improve daily scheduling and dispatching methods, provide self-serve information to Operators, and provide real-time reporting on all aspects of Service.

In addition to replacing the Dispatch software, METRO wishes to acquire HASTUS software modules to assist the Planning department with integrated geographic mapping, and enable onboard surveying with portable computers, as well as assist Customer Service with real-time dispatch information and trip-planning. There are numerous benefits to staff efficiency and accuracy of Federal reporting to be gained from these modules, especially the latter which will enable the goal of providing real-time service information from the new Dispatch modules to the public through the METRO website and/or Customer Service staff.

Also included in the Giro contract price is a required upgrade of all existing HASTUS scheduling modules to Version 2009, staff training, installation, configuration, and one additional year of annual maintenance (through 2011).

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the existing contract with Giro in an amount not to exceed \$1,089,671 for the purchase of the HASTUS v2009 upgrade and new modules described above in accordance with the Procurement by Noncompetitive Proposals Requirements under the Federal Transit Administration Circular 4220.1F.

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

1. For any change order request from the contractor that exceeds \$25,000, staff will review and present such request to the METRO's Board of Directors for approval.
2. For any change order request from the contractor that is \$25,000 or less, approval of the change order will require review and approval from the following personnel:
METRO's General Manager or the Finance Manager/Acting Assistant General Manager;
and METRO's Contract Administrator

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

IV. FINANCIAL CONSIDERATIONS

Funds to support this procurement are included in the FY10 Final Capital Budget Grant-Funded Projects titled Transit Management Information Technology (\$1,160,403) through the ARRA Grant Funds.

V. ATTACHMENTS

Attachment A: June 30th Giro-Proposal for *HASTUS* modules and upgrade to version 2009.

Attachment B: Giro-Amendment No. 2 to the *HASTUS* License and Services Agreement.

Prepared By: Harlan Glatt, Senior Database Administrator



Attachment A

June 30, 2009

Mr. Harlan Glatt
Senior Database Administrator
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
USA

Subject: Updated proposal for *HASTUS* version 2009 upgrade and addition of optional modules

Dear Mr. Glatt:

GIRO Inc. is pleased to submit to Santa Cruz Metropolitan Transit District (SCMTD) this updated proposal for the upgrade of your current *HASTUS* version 2006 to version 2009 and the addition of the following optional modules:

- ☒ *Geo* to provide the underlying geographic database to define stops and route patterns on a map of the service area, as well as calculate distances and deadheads automatically. *Geo* is a prerequisite for *HASTINFO* and *HASTINFO-Web* trip itinerary planning and may also be needed to produce the required data for some AVL systems.
- ☒ *Rider* to store, display, and analyze ridership and schedule adherence data on a stop, trip, and aggregate basis from within the vehicle scheduling system.
- ☒ *Checker* to collect ridership and schedule adherence data on handheld computers based on Microsoft Pocket PC® Technology. *Rider* is required for use of *Checker*.
- ☒ *Bid* or *BidWeb* to manage the operator "pick" or sign-up process based on available duties and rostered positions, and produce reports and statistics.

.../2

75, rue de Port-Royal Est
Bureau 500
Montréal (Québec)
Canada H3L 3T1

☎ +1 514 383 0404
☎ +1 514 383 4971
🌐 www.giro.ca
✉ info@giro.ca

14.91

- ☛ *DailyCrew* and *DailyVehicle*, for daily driver dispatching, spare board and overtime management, timekeeping, payroll interface, and to make daily service level adjustments and manage vehicle assignments.
- ☛ *EPM* to provide access to employee related data (ex.: absences, accidents/incidents, etc.) and functionalities to define rules and associated actions and follow-up activities for efficient operator management. *EPM* requires a recent *HASTUS* version and *DailyCrew* is a prerequisite.
- ☛ *SelfService* allows operators to access their current information, view, and print assignments and payroll reports, also to enter overtime preferences and absence or days off requests. It is a Web-based interactive module that requires *DailyCrew*.
- ☛ *HASTINFO* for call center and *Web* access: a trip planning and schedule information module that provides customer travel information and itinerary generation. It includes a Windows[®] version for use by customer agents in a call center, and a Web version for self-service customer access via the Internet. A set of Web pages and a fully documented Web service (API) are included. *Geo* is a prerequisite for *HASTINFO*.

Overview documents of optional modules are provided in attachments as well as a list of enhancements of successive *HASTUS* yearly releases from version 2006 to version 2009.

Upgrade license fees calculation

GIRO's current maintenance policy offers a license-free upgrade for the two yearly versions following your last purchase. Thereafter, upgrades are 10% of the license for each additional year, up to a maximum of 50%. In your case, a migration to version 2009 would represent a 10% license fee as the last purchased version was 2006. Each time an upgrade is purchased, the "version counter" is reset to zero if an uninterrupted Maintenance and Support Contract is kept. An upgrade to version 2009 and the continuation of your Maintenance and Support Contract would entitle SCMTD to a license-free *HASTUS* upgrade to version 2011.

For license fee calculations, we are assuming that your current number of peak vehicles would remain at 80 or under. If this is not the case, please let us know as soon as possible.

The number of *HASTUS* users or concurrent sessions within SCMTD has no impact on *HASTUS* license fees. There are no interfacing license fees for sharing data between *HASTUS* or its database and external systems or applications (e.g. CAD/AVL, Google Transit[®], etc.).

Scope of work -- Upgrade and modules addition

To estimate the extent of services required for the upgrade and module addition, we take the following elements into account:

- Project management: work required by the project manager to organize and supervise the project team and prepare status reports as required.
- Specification defining precisely how *HASTUS* will be configured and customized. The estimate accounts for existing adaptations to be reproduced in the upgrade version.
- Database conversion scripts to convert the database from the current version to the upgrade database version will be provided by GIRO. The scripts will be run by SCMTD staff prior to the *HASTUS* upgrade version installation in your environment.
- Configuration: relevant variables are initialized, parameters are set, and adjustments are made as needed.
- Migration of customized software to the new version. A number of functions had been customized in your current version. Some of these functions have also evolved in recent versions. Consequently, they must be carefully inspected with the intent to transfer relevant SCMTD customizations while providing all the new *HASTUS* features.
- Calibration of the algorithms (e.g. *Minbus*, *CrewOpt*). Improvements to the algorithms are incorporated every year. Consequently, there is a requirement to review the *HASTUS* cost function, rules, and parameters as well as calibrating the results to ensure they continue to meet your requirements.
- Testing prior to delivery where all customized features will be tested using a representative set of SCMTD data.
- Training sessions where your staff will be taught how to use the new features of the upgrade version and the new modules. Training is planned on-site with your *HASTUS* installation and uses hands-on methodology. Training proposed with the upgrade pertains to the new features. Training for the optional module is also included.
- Implementation support: time our staff will spend answering functional questions and advising users on how to use the application most effectively in your context.

HASTINFO Web pages information

The *HASTINFO* module is delivered with a Web service (API). In addition, a set of Web pages for trip planning and schedule information at route and stop level is available. The Web pages components are developed with Microsoft's .NET® framework and run on Windows® servers. The "look and feel" of the Web pages can be adjusted by configuring the cascading style sheets (CSS) that are built into the application and control every aspect of the pages' look.

The *HASTINFO* itinerary planning engine is also accessible as a Web service, facilitating integration with technologies such as IVR or SMS text messaging service which allow the traveling public to use cellular phone text messaging to query the next passing times for buses at a specified stop.

From version 2007 forward, the *HASTINFO* Web pages include an interactive map, currently based on Microsoft® Bing™ maps (formerly Virtual Earth™) (<http://www.bing.com/maps/>). This interactive map offers a professional look and powerful navigation tools, with the capability to display street map, aerial, and combined views. Users can select origin and destination directly by clicking on the map, and view a map of the proposed itineraries. Please note that the use of the Microsoft Bing map and API with *HASTINFO* and other Web pages is governed by the terms of use outlined at <http://www.microsoft.com/maps/product/terms.html>. It is probable that Microsoft will in the near future impose usage fees for Bing mapping. Cost is expected to be based on the volume of transactions.

Cost information

Table 1 provides a cost summary for upgrade to version 2009, and for optional modules addition. The dollar cost breakdown includes license, associated services to bring the new modules into production at SCMTD in 2009, and expenses. An optional twelve-month warranty is shown in the pricing structure; otherwise a three-month warranty is included with the license cost of any new module, to be followed by coverage under the Maintenance and Support Contract. There is no warranty on the upgrade as it is covered under the Maintenance and Support Contract. Expenses include travel, hotel, meals, and incidentals for the visits.

A 20% discount is applied to the proposed optional module license fees because this is an addition to the *HASTUS* base scheduling modules suite currently installed.

Description	HASTUS upgrade ¹	Geo	Rider	Checker	Bid or BidWeb	Daily Vehicle/ Crew	EPM	SelfService	HASTINFO HASTINFO-Web	Total
License (80 peak vehicles)	\$14,027	\$18,100	\$ 9,050	\$ 9,050	\$ 24,888	\$149,500	\$ 9,050	\$22,425	\$ 45,250	\$ 301,340
Discount on license fee	N/A	(\$ 3,620)	(\$ 1,810)	(\$ 1,810)	(\$ 4,978)	(\$ 29,900)	(\$ 1,810)	(\$ 4,485)	(\$ 9,050)	(\$ 57,463)
Work and services	\$66,840	\$29,400	\$32,510	\$21,340	\$ 73,341	\$270,535	\$54,230	\$70,120	\$ 67,165	\$ 685,481
Expenses	\$ 2,050	\$ 2,050	\$ 2,250	\$ 2,250	\$ 5,000	\$ 22,040	\$ 2,250	\$ 5,000	\$ 6,000	\$ 48,890
One year warranty (optional modules)	N/A	\$ 2,517	\$ 945	\$ 945	\$ 2,596	\$ 20,788	\$ 945	\$ 3,119	\$ 4,719	\$ 36,574
Total	\$82,917	\$48,447	\$42,945	\$31,775	\$100,847	\$432,963	\$64,665	\$96,179	\$114,084	\$1,014,822

Table 1 – Cost summary for version 2009 upgrade and optional modules addition.

Note:

(1) Vehicle, Crew, CrewOpt, Minibus, Roster, and ATP.

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Project planning

HASTUS version 2009 is currently available. Work could start in Montréal approximately four weeks after receiving your formal order with the signed amended license.

For version 2009, it is required that your formal order be received at GIRO by September 15, 2009, at the latest. After that date, version 2009 will no longer be available for upgrades and version 2010 will be offered.

It is suggested the project be divided into a number of phases, as outlined in Table 2, to be finalized during Detailed Design Specifications.

Project phase	Description
Phase 1 – Upgrade	<i>HASTUS</i> scheduling modules upgrade (<i>Vehicle, Crew, CrewOpt, Minibus, Roster, and ATP</i>)
Phase 2 – Scheduling modules addition	<i>Geo, HASTINFO, Rider, Checker, and Bid/BidWeb.</i>
Phase 3 – Operations modules addition	<i>DailyCrew and DailyVehicle.</i>
Phase 4 – Operations modules addition	<i>SelfService and EPM</i>

Table 2 – Proposed project phases

It is estimated that a period of approximately five months will be required to complete the upgrade once the license amendment has been signed, assuming staff availability on both sides.

Timelines for optional modules will be agreed to between GIRO and SCMTD staff during preparation of the project plan for Phase 2. The sequencing of phases is important with respect to the following: The addition of *SelfService* and *EPM* (Phase 4) must occur after the addition of *DailyCrew* (Phase 3). Addition of *DailyCrew* (Phase 3) must occur after the upgrade (Phase 1). However, there is flexibility in the timing of Phase 2 modules addition as it would be possible to add *Geo, HASTINFO, Rider, and Checker* after Phase 3 or after Phase 4.

System acceptance

An acceptance milestone for each phase of the project will apply. Acceptance milestone(s) for optional modules will be detailed in the Specifications document pertinent to the new modules. In any case, final acceptance is reached when SCMTD provides confirmation of acceptance or no later than fourteen calendar days following completion of work and delivery of customized software, whichever occurs first. In addition, the software is deemed to be accepted if it is used in an operational or production context.

Annual maintenance following upgrade

The Maintenance and Support Contract will be revised on acceptance of the upgrade and additional modules as applicable to reflect the updated *HASTUS* installation. Table 3 outlines estimated maintenance cost contribution of current modules and optional modules for year 2011, following the upgrade.

Current <i>HASTUS</i> modules ¹	Geo	Rider	Checker	Bid or BidWeb	Daily Vehicle/ Crew	EPM	SelfService	<i>HASTINFO</i> <i>HASTINFO-Web</i>
\$ 24,626	\$ 3,457	\$ 1,296	\$ 1,296	\$ 3,565	\$28,549	\$ 1,296	\$ 4,283	\$ 6,481
Total : \$ 74,849								

Table 3 - Estimated yearly maintenance cost (year 2011 - 80 peak vehicles)

Note:

(1) *Vehicle, Crew, CrewOpt, Minbus, Roster, and ATP.*

The Maintenance and Support Contract also includes support in completing one annual conversion of geographical data for the *Geo* module.

Conditions

This proposal is for a fixed cost contract. Costs are expressed in US dollars and exclude any applicable taxes or duties that may apply, and for which SCMTD would be responsible. Cost information for the upgrade and new modules is based on the 2009 price list and is valid for 90 days. Your current *HASTUS* license would be amended to reflect the new installed *HASTUS* version and optional modules.

Any required hardware, system software, or upgrade (servers, operating systems, SQL Server[®] DBMS, etc.) are not included. Please refer to the System Requirements for 2009 GIRO Software document (attached) for the latest information.

Table 4 outlines the proposed payment schedule based on deliverables.

Milestone	Payment	Description
Phase 1 – Delivery of upgrade project schedule and uncustomized and unconfigured upgrade software	40% (\$33,167)	Vehicle, Crew, CrewOpt, Minbus, Roster, and ATP
Phase 1 – Delivery of customized and configured upgrade software	40% (\$33,167)	Vehicle, Crew, CrewOpt, Minbus, Roster, and ATP
Phase 1 – Final acceptance of upgrade software	20% (\$16,583)	Vehicle, Crew, CrewOpt, Minbus, Roster, and ATP
Phase 2 – Delivery of uncustomized and unconfigured scheduling modules,	40% (\$135,239)	Geo, HASTINFO, Rider, Checker, Bid/BidWeb.
Phase 2 – Delivery of customized and configured scheduling modules	40% (\$135,239)	Geo, HASTINFO, Rider, Checker, Bid/BidWeb.
Phase 2 – Final acceptance of new scheduling modules.	20% (\$67,620)	Geo, HASTINFO, Rider, Checker, Bid/BidWeb.
Phase 3 – Delivery of uncustomized and unconfigured operations modules	40% (\$173,185)	DailyCrew and DailyVehicle
Phase 3 – Delivery of customized and configured operations modules.	40% (\$173,185)	DailyCrew and DailyVehicle
Phase 3 – Final acceptance of new operations modules.	20% (\$86,593)	DailyCrew and DailyVehicle.
Phase 4 – Delivery of uncustomized and unconfigured operations modules	40% (\$64,338)	SelfService and EPM.
Phase 4 – Delivery of customized and configured operations modules.	40% (\$64,338)	SelfService and EPM.
Phase 4 – Final acceptance of new operations modules	20% (\$32,168)	SelfService and EPM.

Table 4 – Proposed payment schedule

Maintenance with planned upgrades and annualized costs option

For the future and following the proposed upgrade to version 2009, regular software upgrades could optionally be included in the *HASTUS* Maintenance and Support Contract. An upgrade frequency must first be defined. Annualized upgrade costs are then built into the Maintenance Contract's yearly fee. This option is best introduced immediately following the most recent *HASTUS* upgrade project. The required upgrade service days are pre-purchased at a discounted rate via the Maintenance and Support Contract and kept in a bank of days for the next upgrade. The main advantage of annualized upgrade costs is a predictable and linear cost formula that streamlines budgeting from year to year. If there is interest for this option, please let us know the preferred upgrade cycle. GIRO will then provide cost information.

We hope this updated proposal fulfills SCMTD requirements. It is requested that you let GIRO know if this proposal meets with acceptance. GIRO will then forward the Licence Amendment for signature. Please do not hesitate to contact the undersigned if you have any question or if you require additional information. We appreciate your confidence in GIRO's software products and we look forward to working with you and SCMTD staff on the proposed enhancements to your current *HASTUS* installation.

Yours truly,

François Carignan
Senior Account Manager
francois.carignan@giro.ca

FC/TS
ENCL.

14.a8

AMENDMENT NO. 2 TO THE HASTUS LICENSE AND SERVICES AGREEMENT (Reference number: 617)

BETWEEN:

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE, having its principal place of business at 75, Port-Royal Street East, Suite 500, in the city of Montreal, Province of Quebec, Canada H3L 3T1.

AND:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, having its principal place of business at 370 Encinal Street, Suite 100, Santa Cruz, California, USA 95060.

1. In Schedule "A", the text of item 1 is modified as follows:

"1. Software(s):

Name: *HASTUS-Vehicle, HASTUS-Crew, CrewOpt, HASTUS-Roster, Minbus, HASTUS-ATP, Geo, Bid* or BidWeb*, HASTUS-DailyCrew, HASTUS-DailyVehicle, SelfService, EPM, HASTUS-Rider, Checker, HASTINFO, HASTINFO-Web*

Version: 2009

* *GIRO will install only one of these two modules. The Licensee shall inform GIRO prior to start of the Bid phase which option between Bid (for Windows) or BidWeb is selected."*

2. In Schedule "A", item 5, an amount of \$1,014,822 US is added. The conditions of payment for this amount are as follows:

Upgrade to version 2009 (Vehicle, Crew, CrewOpt, Minbus, Roster, ATP)

Amount: \$82,917 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

Geo

Amount: \$48,447 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

Bid or BidWeb

Amount: \$100,847 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

DailyCrew and DailyVehicle

Amount: \$432,963 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

AMENDMENT NO. 2 TO THE HASTUS LICENSE AND SERVICES AGREEMENT
(Reference number: 617)
(continued)

2. *(continued)*

SelfService and EPM

Amount: \$160,844 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

Rider

Amount: \$42,945 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

Checker

Amount: \$31,775 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

HASTINFO and HASTINFO-Web

Amount: \$114,084 US

Conditions of payment: - 40% at delivery of uncustomized and unconfigured version
- 40% at delivery of customized and configured version
- 20% at final acceptance

3. In Schedule "A", item 7, the Software release number available without license fees (a valid maintenance and support contract is required) is modified for 2011.
4. GIRO agrees to perform for the benefit of the Licensee the services as described in GIRO's proposal dated June 30, 2009 (copy attached to this amendment).
5. The existing maintenance and support contract will be adjusted upon acceptance of the upgraded modules to version 2009 and upon the end of the one (1) year warranty period applicable to each of the following modules: *Geo, Bid or BidWeb, HASTUS-DailyCrew, HASTUS-DailyVehicle, SelfService, EPM, HASTUS-Rider, Checker, HASTINFO, HASTINFO-Web.*

IN WITNESS WHEREOF the parties hereto have executed this amendment:

**GIRO Inc./Le Groupe en Informatique
et Recherche Opérationnelle**

Santa Cruz Metropolitan Transit District

By

By

Name: Paul Hamelin

Name: _____

Title: President

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Duly authorized, as he so declares.

Duly authorized, as he/she so declares.

14. b2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
Robert Cotter, Maintenance Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH MAINTSTAR INC. FOR PURCHASE OF A FLEET/FACILITIES MANAGEMENT SOFTWARE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$285,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with MaintStar Inc. for purchase of a Fleet/Facilities Management Software System for an amount not to exceed \$285,000.

II. SUMMARY OF ISSUES

- The Fleet and Facilities management software systems currently in use by METRO's Maintenance Department are old and inefficient in the management of METRO's fleet of vehicles, parts inventory and in the management of maintaining METRO buildings and bus stops.
- A competitive procurement was conducted to solicit proposals from qualified fleet and facilities software management firms. Four firms submitted proposals for METRO's review.
- A six-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals. The top two rated firms were invited to make presentations to the evaluation committee.
- Staff is recommending that the Board of Directors authorize the General Manager to execute a contract with MaintStar Inc. for purchase of a Fleet/Facilities Management Software System for an amount not to exceed \$285,000.

III. DISCUSSION

The Fleet and Facilities management software systems currently in use by METRO's Maintenance Department are old and inefficient in the management of METRO's fleet of vehicles, parts inventory and in the management of maintaining METRO buildings and bus stops.

On May 15, 2009, METRO's Request for Proposals (RFP) No. 09-14 was mailed to thirty-two software firms, was legally advertised, and a notice was posted on METRO's web site. On June 26, 2009, proposals were received and opened from four firms. A list of these firms is provided in Attachment A. A six-member evaluation committee comprised of METRO staff have reviewed and evaluated the proposals. The evaluation committee was comprised of:

- Robert Cotter, Manager of Maintenance
- Terry Gale, Manager of Information Technology
- Shawn O'Donnell, Fleet Maintenance Supervisor
- Bruce Rhodes, Fleet Maintenance Supervisor
- Ray Scargill, Fleet Maintenance Parts Supervisor
- Michael Boyd, Sr. Facilities Maintenance Worker

The evaluation committee used the following criteria as contained in the Request for Proposals:

EVALUATION CRITERIA	POINTS POSSIBLE
Method of Approach - Understanding the Project	20 points
Response to Functional and Technical Requirements	65 points
Implementation Plan	15 Points
Warranty, Technical Support, Training and Documentation	15 Points
Qualifications and Experience	15 Points
Proposal Cost	30 Points
Disadvantaged Business Enterprise Participation	5 points
Total Possible Points	165 Points

Upon conclusion of the evaluation scoring, the top two rated firms were invited to make a presentation of their software system to the evaluation committee. Further investigation by the evaluation committee of supplied references for both firms was conducted.

The evaluation committee is recommending that a contract be established with MaintStar Inc. for purchase of a Fleet/Facilities Management Software System for an amount not to exceed \$285,000. Contractor will provide all software and services meeting all METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funds to support this project are included in the FY10 Final Capital Budget under IT Projects in the amount of \$470,000. Additional data processing equipment needed to support this project will be purchased from other sources.

V. ATTACHMENTS

Attachment A: List of firms that submitted a proposal

Attachment B: Contract with MaintStar Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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

Attachment **A**

LIST OF FIRMS RESPONDING TO METRO'S REQUEST FOR PROPOSALS NO. 09-14 FOR FLEET/FACILITIES MANAGEMENT SOFTWARE SYSTEM

1. MaintStar, Inc. of Irvine, CA
2. AssetWorks of Wayne, PA
3. Birlasoft, Inc. of Edison, NJ
4. Something Simple, Inc. of Edmonton, Alberta Canada

CONTRACT FOR PURCHASE AND IMPLEMENTATION OF A FLEET/FACILITIES MANAGEMENT SOFTWARE SYSTEM (09-14)

THIS CONTRACT is made effective on September 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and MAINTSTAR INC. ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need for Fleet/Facilities Management System

METRO has the need for a Fleet/Facilities Management Software System. In order to obtain this software system, METRO issued a Request for Proposals, dated May 15, 2009, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Fleet/Facilities Management System and whose principal place of business is 28 Hammond, Unit D, Irvine, CA. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Fleet/Facilities Management System, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On August 28, 2009, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Fleet/Facilities Management System described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated May 15, 2009 including addendum No. 1 dated June 17, 2009.

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

Contractor's Proposal to METRO for Fleet/Facilities Management System, signed by Contractor and dated June 26, 2009.

C Exhibit "C"

Contractor's revised price proposal submitted August 17, 2009 reflecting: addition of bar coding services of METRO's Fleet parts inventory and bar coding equipment; and deletion of Purchase Requisition/Purchase Order System module and data conversion and migration services for the Purchase Requisition/Purchase Order System module.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by METRO for this project in accordance with the Request for Proposals issued May 15, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued May 15, 2009.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO. At the option of METRO, this contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$285,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices and reference the purchase order number provided by METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by METRO (or any grantor of METRO, 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 METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

METRO

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

CONTRACTOR

MaintStar, Inc.
28 Hammond, Unit D
Irvine CA 92618
Attention: National Sales Manager

7. AUTHORITY

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

Signed on _____

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – MAINTSTAR INC.

By _____
Louis J. Tonetti
National Sales Manager

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT - A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

For Fleet/Facilities Management System

METRO RFP No. 09-14

Date Issued: May 15, 2009

Proposal Deadline: 5:00 P.M., June 26, 2009



Contents of this RFP

Part I.	Instructions to Offerors
Part II.	General Information Form
Part III.	Specifications
Part IV.	General Conditions
Part V.	Contract/Agreement
Part VI.	FTA Requirements for Non-Construction Contracts
Part VII.	Protest Procedures
Attachment A	Fleet/Facilities Management Training Requirements
Attachment B	Reports for Fleet and Facilities Maintenance

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** METRO has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO METRO:** Proposals (**one (1) unbound original and ten (10) copies**) must be delivered to METRO Purchasing Office, 370 Encinal Street, Suite 100, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for proposals, unless a longer time period is specified by METRO in the RFP.

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

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

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

METRO reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

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

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

19. PUBLIC RECORDS ACT:

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

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

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

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

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

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

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

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

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

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

Signature and Title of Authorized Official

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
(Only for Contracts above \$100,000)

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

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

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____ CONTRACTOR'S ADDRESS _____
 DBE GOAL FROM CONTRACT _____ % _____
 FED. NO. _____
 COUNTY _____ PROPOSAL AMOUNT \$ _____
 AGENCY _____ PROPOSAL OPENING DATE _____
 CONTRACT NO. _____ DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

SIGNATURE OF CONTRACTOR

DATE

AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

PART III

SPECIFICATIONS AND REQUIREMENTS FOR FLEET AND FACILITIES MANAGEMENT SYSTEM

1. INTRODUCTION

Santa Cruz Metropolitan Transit District (hereinafter referred to as “METRO”) is seeking proposals from qualified firms for the purchase and implementation of a comprehensive computerized Fleet/Facilities Management System for METRO’s Fleet and Facilities Maintenance functions. Proposers must have extensive and successful experience in the development and installation of Fleet/Facilities Management Systems for transit operations. An optional Purchase Requisition/Purchase Order System is also requested.

Complete descriptions of METRO’s requirements for the proposed Fleet/Facilities Management System are contained within this RFP. METRO’s intention is to purchase an off-the-shelf, open system standards-based package that requires little or no custom software development to meet the features and functions stated in this RFP. Proposers must present evidence that they are competent and have the necessary facilities, experience, personnel and financial resources to fulfill the conditions of this contract.

2. OBJECTIVES

The objectives of this RFP are:

- To enhance METRO’s ability to effectively manage it’s fleet of vehicles by providing an integrated Fleet Management System.
- To migrate the existing Fleet Management System’s (Fleet*Mate) historical data and other sufficient historical data to ensure METRO can manage existing assets and conduct analysis on historical maintenance trends.
- To enhance METRO’s ability to effectively manage building and grounds, and bus stop maintenance by providing an integrated Facilities Maintenance System.
- To migrate the existing Facilities Management System’s (Informix SE based system) historical and inventory data to ensure METRO can continue to perform various scheduled maintenance tasks.
- To support a perpetual/continuous parts inventory system to allow cost effective inventory reduction.
- To reduce or eliminate manual data capture and processing, including data exchange with METRO Finance and Procurement systems.
- To support anticipated future requirements and business needs.

Additionally, METRO is seeking to acquire a solution with an installed base that is larger than its current systems (Fleet*Mate and Plant), and that consequently affords a greater availability of product expertise throughout the industry. Finally, METRO intends to use the solution as a tool to improve strategic planning, decision-making and customer service through easy access to information and information analysis.

3. CURRENT ENVIRONMENT

METRO is a small transit agency that currently operates a 75 coach peak-pullout fixed transit service. METRO also has a Paratransit operation utilizing 36 vans. Support and staff vehicles are approximately 50 non-revenue vehicles including; both compressed natural gas (CNG) and diesel trucks, vans, sedans and hybrid vehicles. Diesel and CNG fueling operations are performed at a single location with a single pump lane. METRO employs approximately 325 total employees, which includes; approximately 161 fixed route drivers, 50 Paratransit personnel, and 50 maintenance personnel. The Fueling Management System for fixed-route vehicles, is *FuelForce*® by *MultiForce*® and manages/records all fuel and fluid usage at the fuel island. Reports are currently supplied by *BroadLux*®, an integrator, with expectations to have data uploaded daily to the proposed Maintenance System.

METRO staff currently works in 6 separate buildings. This will be consolidated into 5 buildings by the end of 2009.

All basic business operational, maintenance and support services such as finance, budgeting, procurement and information technology are performed by METRO staff. Financial and procurement activity at METRO is partially automated using an in-house

requisition/purchasing system written using Informix SE. Other in-house applications include *Fleet*Mate*® (for maintenance management and inventory processing), *Hastus*® (for bus run-cutting), ABS-Windows for accounting, and Plant (also written in Informix SE). Note: METRO has full source-code for all *Informix* applications. Accordingly, METRO wants to implement automation where none currently exists and to replace outdated systems with a package that integrates in-house data and functionality, which at the same time can provide automated feeds to the external applications.

4. TECHNICAL ENVIRONMENT

At this time, METRO is employing the following technology strategy:

Hardware/Software

- Server(s): Microsoft SQL 2000/Windows 2003 Servers located at METRO Data Center
- Clients: Neoware thin client workstations using Citrix logins to a server farm
- Database: Microsoft SQL Server 2000 (or SQL 2005)

Information Technology department staff consists of 4 people: an IT Manager, a Systems Administrator, a Sr. Database Administer and a Technician. The IT staff will be available to install required servers and software, and assist with data export/import as required.

5. GLOSSARY OF TERMS AND ACRONYMS

Acronym/Term	Definition/Description
METRO	Santa Cruz Metropolitan Transit District
DBA	Database Administrator
DBMS	Database Management System – A set of programs through which information from a database is stored, modified, and extracted.
FLEETMATE	Fleet Management System - the current Fleet Maintenance software system being used by Metro.
SUITE	Combined software functionality: Fleet Maintenance, Facilities Maintenance
VENDOR/ PROPOSER	Vendor responding to this proposal.
FY	Fiscal Year
GUI	Graphical User Interface
PM	Preventative Maintenance
SQL	Microsoft SQL Server – METRO’s required transactional database for the Fleet/Facilities Management System.
INFORMIX SE	Text-based Database on Solaris used for current Plant and Purchasing databases.
CPI	Continuous Parts Inventory (real-time inventory from procurement to usage)
W/O	Work Order

6. SCOPE OF WORK

6.1 GENERAL

The vendor shall be responsible for delivering and installing a fully operational Fleet Management, and Facilities Management System, with an optional Purchasing System. All installed systems shall be fully integrated.

METRO plans to select and implement a solution that will fulfill three primary functions:

6.1.1 Fleet Management

METRO is seeking a Fleet Management System that is capable of performing work order and task tracking for all repair and preventative maintenance activities performed by METRO on its transit fleet assets as well as its non-fleet equipment. The application must coordinate procurement, re-ordering, receiving and issuing of parts including tracking purchase orders, purchase requests, receiving documents and other associated work products. The application should provide extensive tracking and reporting capabilities, including maintenance and service history, and costs by asset and project. The system must allow multiple departments to operate autonomously.

The system shall:

- Track and manage vehicle and equipment maintenance programs including preventative maintenance
- Track costs and history for maintenance processes
- Manage parts inventories
- Provide Federal Transit Administration (FTA) and National Transit Database (NTD) required information
- Provide automated purchasing capabilities, tied to work orders
- Provide basic budgeting and financial tracking
- Provide non-vehicle asset tracking

6.1.2 Facilities Management

METRO is seeking a Facilities Management System that is capable of generating work orders, task tracking for all facilities and bus stop repair, and preventative maintenance activities.

The system shall:

- Track, manage and generate work orders for bus stop maintenance and repair
- Track costs and history for maintenance processes and emergency repairs
- Manage parts, tools and consumable inventories
- Manage building, building sub-component (A/C, Fire Extinguisher, etc.) maintenance schedules and inventory

6.1.3 Purchase Requisition/Purchase Order

METRO is seeking an optional purchasing system for agency-wide use that integrates with the other two systems to generate requisitions, allow tracking and paperless approval of requisitions, and create purchase orders.

Note: This is NOT a required element, but if the vendor's software does have a purchasing system it must meet these requirements. If the vendor does not have this system, it is expected that it will support an automated interface with a purchase order system of METRO's choosing in order to achieve continuous parts inventory for Fleet.

The system shall:

- Allow controlled requisition generation in each department
- Support sequential paperless controlled approval by Department Managers, Finance and Purchasing
- Support multiple purchase order creation from individual requisitions
- Support receipt tracking and assist support of *Continuous Parts Inventory*
- Support data export to the ABS financial package

7. IMPLEMENTATION APPROACH

The goal is to implement a solution that automates every aspect of METRO's Fleet and Facilities management processes, including purchasing and finance. Given the complexity of such a large project, vendors should include a recommendation of the implementation strategy including; proposed phases, whether or not a pilot implementation should be attempted, and suggested criteria for deciding when to proceed with the next phase.

8. MAIN SYSTEM REQUIREMENTS

The following capabilities are the minimum requirements for the solution (the full set of detailed evaluation criteria appear in the next section of this RFP). Any Proposer who is unable to meet any of the following requirements must provide supporting documentation describing the nature of the deviation from these requirements and provide a detailed explanation as to how the requirement can be met using a work around or alternate solution. Respondents must provide a detailed explanation how their system meets each of the requirements listed below:

8.1 The application must be able to support at least the following capacities:

- 150 active revenue equipment units
- 100 active non-revenue equipment units
- 10 components/subcomponent elements per vehicle

- Functionally separable Maintenance Departments (Fleet, Paratransit and Facilities) with separately configurable defaults, permissions, etc.
- 1000 Bus stops, 10 components/subcomponent elements
- 15 Facilities, 30 components/subcomponent elements
- The system must have technical support available at a minimum of: Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time. If requested, expanded technical support hours are to be available during system installation and periods of system upgrade.
- The system must provide a flexible reporting tool, with user-defined and predefined reports (see Attachment B for a list of currently used reports).
- Ability to use reporting tools (i.e. *Crystal Reports*)

8.2 The Fleet Management System shall meet the following minimum requirements:

- The system must employ an intuitive, easy to use graphical user interface (GUI).
- Must be integrated with Fuel Force Fuel Management System.
- The system must be able to provide parts imaging conversion from OEM electronic catalogs that are in use at METRO.
- The system must provide flexible security controls that may be set by individual or user group (including job classification) to control user access to specific areas of the system. Access/security controls must be easy to modify by the system administrator from their personal computers.
- The system must have Wireless Mobile System capabilities for remote work order processing, inventory updates and diagnostics.
- The Wireless Mobile System must be capable of 24 hours per day, seven days per week functioning availability.
- The Wireless Mobile System wireless communication must have built-in security.
- Installation/implementation of the proposed solution must not require any undue modifications to METRO existing network structure, hardware or software, or METRO existing financial or procurement software or data base structures.
- The solution must allow required historical data to be converted and imported to the new proposed system.
- The system must track the following data items for each vehicle or equipment unit; year, make, model, serial number, assigned department, purchase cost, delivery and in service dates, billing account code, fuel code, key number, miles, and PM intervals.
- The system must allow for the creation of repair and preventative maintenance work orders for multiple user-defined shop facilities, which can be isolated by facility/department. The system must allow for multiple open work orders for each fleet unit.
- The system must allow for the establishment of user-defined work order repair reasons.
- The system must allow users to delay work orders due to waiting for shop bay, labor, or parts.
- The system must accurately track unit downtime, regardless of the number of open work orders against that unit.
- The system must be able to display real-time bus out-of-service and available lists, and have the capability to email notification of change of status to a list of users.
- The system must be able to identify and track warranty repairs.
- The system must allow for establishing repair priority by individual unit.
- The system must be able to track accidents and other incidents.
- The system must provide for multiple labor rates by shop location and/or individual employee, including standard and overtime rates.
- The system must allow for entry of labor hours against a work order at the time the work is performed, and allow for adjustments later.
- The system must allow for overhead charges, markup, and sales tax rates for both parts and labor, and by individual shop location.
- The system must allow for separate vehicle class designations in the areas of preventative maintenance, replacement rates, and fuel meter types.
- The system must allow for parts ordering, receiving, and issuing – individually – or all at one time.
- The system must allow for parts issuing, tracking and aging by location.
- The system must allow for the establishment of reorder points for each part.
- The application must support the use of bar codes for inventory and assets.
- The system must track blanket purchase order expenditures and balances.
- The system must track and report contracts and purchase agreements.
- The system must provide a back up mechanism(s) for full disaster recovery purposes.
- The system must have the ability to track employee training and certifications.

8.3 The Facilities Maintenance System shall support the following minimum requirements:

- Allow tracking a minimum of 1000 bus stops and 15 Facilities
- Support W/O generation by bus stop location and type.
- Support W/O generation by facility and component
- Allow tracking of key or building access card types by employee (last, first, middle, employee number) and department
- Allow tracking of consumable inventories such as paper, cleaning supplies, etc.
- Support tracking of tool inventories by worker and/or location.
- Support tracking of district wide Material Safety Data Sheets (MSDS), capable of associating downloaded documents.
- Ability to track storm water runoff analysis.
- Ability to track employee training and certifications.

8.4 In support of this project, the vendor shall:

- Install and test the system, and perform all integration work necessary to interface with external applications (see the Interface section that follows).
- Provide a comprehensive, detailed implementation project plan that includes all vendor and METRO tasks. This plan shall be updated weekly for the duration of the project.
- Provide sufficient on-site “train-the-trainer” training to allow METRO personnel to train other employees on complete operation of the system.
- Provide a list of all customers where their installed base is currently in use.

9. SYSTEM FUNCTIONALITY AND FEATURES

Proposers must answer the matrix by evaluating the proposed solution's ability to address the requirements listed below. All proposers must complete the General Requirements and Technical Requirements for all sections and suites, including all modules within that suite.

Proposers are instructed to respond to each numbered item below in reference to their proposed solution as follows:

- Indicate “Meets” if the proposed solution meets the requirement without modification.
- Indicate “Does Not Meet” if the proposed solution does not meet the requirement.
- Indicate “3rd Party” if the proposed solution can meet the requirement with the addition of a proposed 3rd party product. Please detail your relationship with the 3rd party vendor, the product information and level of effort to integrate
- Indicate “Modification” if the proposed solution can be modified or customized to meet the requirement. Please provide a proposed cost to develop the modification.

If you wish to supplement your response with comments, please indicate the Proposal Section and Page # where that information can be found. You may want to qualify a response by explaining how your system accomplishes the item, or you may want to explain how your system may be modified to accomplish the item. Do not respond “Meets” if your system requires any modification to accomplish the item.

The requirements listed in the following tables represent a full range of functions and features that METRO may wish to implement over time. Proposers should not conclude that the proposed product must include all of the items listed in order to be competitive.

System Functionality and Features Grid

REQUIREMENT	ABILITY TO EXECUTE			
Meets - The package meets the requirement "out-of-the-box".	Meets	Does Not Meet	3rd Party	Modification Comments and/or Modification Budget
3rd Party - The package is able to meet the requirement with a third-party "bolt-on".				
Modification - The package must be modified to meet the requirement.				
Does Not Meet - The product is not able to meet the requirement.				

General Requirements (for all suites)

1	Support multi-department entity capability under a single database				
2	Integration between same suite modules (i.e. Purchasing to/from Inventory)				
3	Integration between different suites (i.e. Payroll to/from Financials)				
4	Integration with 3rd party applications (i.e. time & attendance, fueling)				
5	Workflow and/or business rule driven capabilities				
6	Comprehensive series of standard reports				
7	Ad-hoc report generation by users & power-users (i.e. QBE - Query By Example & Crystal Reports)				
8	Ability to export data to spreadsheet application for manipulation and analysis				
9	Ability to drill down to detail (i.e. from invoice to requisition)				
10	User documentation provided				
11	Online context sensitive help				

Technical Requirements (for all suites)

1	Operate under Windows W2K/2003				
2	Operate on a server with an Intel based architecture				
3	Operate under Windows W2K /XP				
4	Client/server architecture with client ability to run on Citrix thin-client desktop or browser				
5	Provide GUI interface				
6	Possess OLAP/EIS data warehousing capability integrated with the core package				
7	Able to support a distributed database topology - Three Tier				
8	Support remote system management capability and tools				
9	EDI (Electronic Data Interchange) functionality between vendors and service providers				
10	Remote access capabilities for authorized end-users				

11	Comprehensive and flexible toolset for enhancements					
12	Comprehensive set of data conversion tools					
13	Integration with Microsoft Office XP (Excel, Word, Access)					
14	Provide menu level security					
15	Provide field level security					
16	Provide security by functional process					
17	Security profiles to group users					

**Functional Requirements - Fleet Maintenance
(Fleet Maintenance Suite)**

1	Ability to manage revenue coaches and non-revenue automobiles, vans and trucks					
2	Ability to manage leased or contracted out vehicles, each with separate budgets					
3	Ability to segregate and maintain 3rd party vehicles					
4	Administration of estimate with auto creation of subsequent work order					
5	Dispatch notification of vehicle availability/non-availability					
6	Mileage tracking					
7	Fluid tracking (fuel, lubrication, oil etc.)					
8	Capability to track and report taxes paid/owed (i.e. fuel)					
9	Interface with FuelForce fuel/fluid management system					
10	Historical cost tracking					
11	Equipment ID tracking					
12	Time and cost capture by employee					
13	Time and cost capture by task					
14	Performance/efficiency tracking and comparison amongst and between vehicle types					
15	Labor and shop productivity analysis					
16	Rent vs. Buy analysis					
17	Rebuild vs. Purchase analysis					
18	Federal/CA reporting requirements (i.e. "Section 15", NTD, CARB, DMV)					
19	Component rebuild					
20	Costs follow a part until installed in a vehicle, then costs assigned to the vehicle					
21	Detailed task/system codes starting at high level (electrical, power, etc.) and working down					
22	Integration with financial applications					
23	Integration with purchasing					
24	Integration with payroll applications					
25	Road call tracking					
26	Track unit downtime					
27	Shop scheduling feature for labor, parts, bays, equipment					
28	Retrofit/Campaign/Project tracking					
29	Accident information tracking (insurance claims administration)					

30	Integration with Inventory					
31	Wireless Mobile System capabilities for remote work order processing, updates and diagnostics.					
32	Bar coding capabilities to track parts issued to vehicles					
33	Track vehicle license/certifications (i.e. smog)					

Functional Requirements - Preventative Maintenance and Repairs (Fleet Maintenance Suite)

1	Preventative maintenance scheduling (variable by vehicle type)					
2	Historical maintenance tracking					
3	Ability to capitalize maintenance costs					
4	Ability to create and track work orders					
5	On screen work order processing					
6	Printed work order processing					
7	System assigned work order numbers					
8	Ability for multiple users to edit the same work order					
9	Allow central input (batch) data entry					
10	Allow and track real time data entry					
11	Assign by task type classification w/ option of bulk generation of work orders by class					
12	Ability to combine Preventative Maintenance and corrective work, but retain separate cost centers/codes					
13	Work order assignment by originating department					
14	Process notification for previously worked on component with defined timeframe (i.e. warranty)					
15	Process notification for legal requirements (i.e. alerts from DOT, FTA, etc.)					
16	Integrated on-line repair manuals					
17	Child/Parent subcomponent tracking (I.e. A/C unit - bus)					

Functional Requirements - Warranty Tracking (Fleet Maintenance Suite)

1	Warranty tracking at component level					
2	Preventative maintenance scheduling (variable by equipment type)					
3	Warranty tracking at vehicle/major assembly level					
4	Warranty tracking by warranty, part, assembly, date, etc.					
5	Claims tracking					

Functional Requirements - Inventory (Financial and/or Fleet Maintenance Suite)

1	Ability to track both parts and store inventory					
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2	Support for perpetual/continuous parts inventory system					
3	Internal W/O update to continuous inventory					
4	Support multi-level product structure (component assemblies)					
5	Support "Kit" build-up (multiple part numbers assembled under an internal part number)					
6	Associate multiple vendor numbers under an internal part number					
7	Support auto-replenishment of inventory					
8	Assign Min/Max reorder points					
9	Support multiple storage locations (potential mobile service vehicles as well)					
10	Provide parts imaging conversion from OEM electronic Catalogs					
11	Possess workflow capability for part number creation					
12	Bar coding capabilities for stocking and issuing inventory (parts and stores)					
13	Optional methods for inventory management, costing & distribution (i.e. LIFO, FIFO, Last Cost, Average Cost)					
14	Continue parts distribution during physical inventory process					
15	Parts record/issuing tracking by location, vehicle, and age					
16	Vendor reference notes					
17	User defined part number cross reference to Supplier part number					
18	Vendor ranking or classification system					

Functional Requirements - Work Order Maintenance and Repairs (Facilities Maintenance)						
1	Scheduled and unscheduled maintenance and repair					
2	System assigned work order numbers					
3	Task ID#, description, notes, attachments, pdf, photos					
4	Planned start, planned completion, status					
5	Date last done, date next due, employee assigned					
6	Location, department, task function code, cost attribution					
7	Schedule cycle - daily, weekly, monthly, quarterly, yearly, etc.					
8	Parts used and cost/age					
9	Preventive maintenance by hour meter					
10	Tool and equipment certification and tracking					
11	Component/subcomponent tracking					
Functional Requirements - Work Order Maintenance and Repairs (Bus Stop Maintenance)						
1	Bus Stop ID#					
2	Location by Street and Cross street (1000+)					
3	Multiple routes per bus stop					
4	Inbound/outbound direction					
4	Weekday/weekend schedule					

5	Scheduled and unscheduled maintenance and repair					
6	Schedule by area, jurisdiction, route, action					
7	Inventory of amenities at bus stop					
Functional Requirements - Site Information (Facilities Maintenance)						
1	Site address, 3-letter code, and APN (assessors parcel no.)					
2	Departments, phone numbers, contact persons					
3	Security system ID#, phone #, response procedure					
4	Fire system ID#, phone#, response procedure					
5	Site maps and room numbers as a .pdf document					
6	Power and breaker schedules					
7	Utility meter #, account #, usage					
8	Lighting and plumbing equipment					
9	Custodial schedule per site					
Functional Requirements - MSDS Information (Facilities Maintenance)						
1	Scan or import all MSDS (Material Safety Data Sheet)					
2	List all sites					
3	Cross referencing					
Functional Requirements - Employee Information (Facilities Maintenance)						
1	Employee #, date of hire, date of appointment					
2	Birth date, address, phone #'s, pager #					
3	Certifications and licenses					
Functional Requirements - Key System (Facilities Maintenance)						
1	District key formula, sub-key formulas, manufacturer					
2	Key ID#, key box #, building, department, door number					
3	Department, asset, description, cost category					
4	Link to employee #					
5	Date issued, returned, lost, replaced, fees					
6	Non-employee key tracking					
Functional Requirements - Work Order Reports (Facilities Maintenance)						
1	Open W. O. by employee, site, task or function, total					
2	Closed W. O. by employee, site, task or function, total					
3	Upcoming W. O. by employee, site, task or function, total					
4	Time spent by W. O., employee, site, task or function					
5	Work orders per time period					
6	Task status					
7	Cost summary per task, employee, site					
8	Budget item cost per site					
Functional Requirements - Bus Stop Reports(Facilities Maintenance)						

1	By Route, ID#, street and cross street, geo-coordinate					
2	Photos of stop					
3	By supervisory area					
4	By accessibility, by non-accessibility					
5	By inventory action - install, remove, repair, replace, paint					
6	By inventory item - sign, pole, bench, shelter, extension, trashcan, roadway					
7	By inventory reason - damaged, destroyed, new stop, added, deleted, graffiti					
8	PM list of bus stops due for PM with inspection list					
Functional Requirements - Employee Hours Captured (Facilities Maintenance)						
1	Track daily, weekly, monthly, yearly - by employee, task, site					
2	Track paid time off (i.e. annual leave, sick leave)					
3	Track unpaid time off (i.e. leave of absence)					
Functional Requirements - Other Printable Forms (Facilities Maintenance)						
1	Employee Key Issuance					
2	Employee Key Return					
3	Employee Lost Key Re-Issue and Reimbursement					
4	Non-Employee Key Issue					
5	Non-Employee Key Return					
6	Non-Employee Lost Key Re-Issue and Reimbursement					
7	Key Request Form					

10. INTERFACES

The ability to export and import data between the proposed system and METRO's existing business applications will be necessary and is required within the scope of work and the functional/technical specifications as outlined in this RFP.

Although the method of data interface may vary among applications (i.e. inherent, extract file, information sharing at the database level, etc.), METRO will still require the ability to interface with the following applications in some manner.

Mandatory Interfaces

From	To	Frequency	Description
Fuel Management System	Fleet Management System	As required or On-Demand	Fuel, fluids usage and fuel inventory
Fleet Management System	Users/Customers	On-Demand or Status Change (i.e. bus down)	Email alerts and status
Purchasing System	Fleet Management System	Daily	Receiving for Continuous Inventory Purposes

Additional Interfaces

From	To	Frequency	Description
Purchasing System	ABS Financial	Weekly or On Demand	Purchasing Activity
Purchasing System	ABS Financial	Weekly or On Demand	Receiving Activity

11. PROJECT MANAGEMENT

METRO's Project management will be achieved and facilitated through the use of selected individuals from each of the following departments; Facilities, Finance, Fleet, Information Technology, and Paratransit. All information and correspondence shall flow through METRO's identified Project Manager or designee, who will be responsible for providing direction to the vendor.

12. TRAINING PLAN

Vendor will be responsible for supplying a complete copy of all system training documentation. Training documentation shall also be made available via a PDF document, with unlimited distribution within Metro. Vendor will be required to provide a complete training plan and adequately train on-site all METRO personnel, as described below (train the trainer). Vendor will provide specific training manuals for all personnel. The following METRO personnel to be trained:

Maintenance Manager
 Fleet Maintenance Supervisors
 Transit Supervisors
 Facilities Maintenance Supervisor
 Facilities Maintenance Workers
 Maintenance Mechanics
 Parts Clerks
 Parts Supervisor
 Maintenance Senior Accounting Technicians
 Paratransit Superintendent
 Paratransit Assistant Superintendent
 Operations Manager
 Operations Superintendent
 Operations Safety and Training Coordinator

Finance Manager
 Finance Personnel
 Information Technology Personnel

Vendor will be responsible for complete on-site in-depth training of 2 system administrators (to have full administrative rights).

METRO will supply the training room and schedule training of mechanics, supervisors, and parts personnel. METRO will supply classroom computers and set up ten (10) workstations. Classes will be designed around either the Fleet or Facilities Management System, based on trainees, using METRO data.

Note: The availability of the training room and associated training resources located at METRO Conference Rooms are limited. Scheduling must be done in advance.

13. DELIVERABLES

The selected vendor as part of this project shall supply the following deliverables:

- The vendor’s currently proven application software with functionality meeting scope of work requirements (fleet, facilities, purchasing).
- Project plan for application configuration, implementation and training, including a specific timeline of completion dates.
- Project meeting to provide budget reporting (minimum of monthly). Location to be determined at pre-implementation meeting. “Remote” attendance is acceptable.
- Implementation plan and schedule (updated biweekly)
- Acceptance Test plan (including function, system, and load testing) and results (see Attachment D)
- Training Plan
- Training
- Complete software documentation
- Complete hardware documentation (i.e. warranty documentation, user manuals, etc.)
- User *manuals*

14. SYSTEM ACCEPTANCE AND PROJECT COMPLETION

The vendor shall develop an acceptance test plan that includes all tasks listed in the System Functionality and Features grid and METRO Fleet/Fuel Management Testing document (Attachment A). The vendor and Metro shall mutually agree upon the plan. Acceptance testing will be conducted in accordance with the acceptance test plan. The system will be considered “accepted” when all tests in the acceptance test plan are performed without error. The Project will be considered “complete” after the system has been accepted and the system has been operational during financial and operational business cycles and on-line for 180 days, (the 180 day timeline should fall within both cycles) and system users are fully trained. Final payment will be contingent upon METRO Project Completion sign off.

15. PROPOSAL EVALUATION REQUIREMENTS

Proposal evaluation criteria are listed below. All proposals will be evaluated and scored based upon the responses to the Phase One criteria. After final scoring of the Phase One criteria, a short-list may be created. The proposals that make the short-list will be evaluated with Phase Two activities. Phase Two activities shall consist of reference checks and an invitation for a interview and demonstration of the proposed software system. Upon the conclusion of Phase Two activities, METRO shall determine the final ranking of the short-listed firms. Ranking shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities.

If METRO chooses not to proceed into Phase Two evaluations, the scoring and ranking of the Phase One evaluation shall determine the final ranking.

Criteria, in relative order of importance and points scoring value are:

Phase One:

- A. Method of Approach, to include:

1. Understanding of the Project
 2. Response to Functional and Technical Requirements
 3. Implementation Plan – 40 points
- B. Vendor Qualifications and Experience
 C. Warranty, Technical Support, Training and Documentation
 D. Price – 10 points
 E. Disadvantage Business Enterprise Participation – 5 points
 Total scoring points possible: 100

Phase Two:

- Interviews/Demonstration
- Reference Checks

METRO reserves the right to determine whether or not a proposed system or solution meets the specifications and requirements of this RFP and reject any proposal that, in METRO’s opinion, fails to meet the detail or intent of the requirements. METRO reserves the right to reject any and all proposals.

16. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

16.1 Method Of Approach (20 Points Possible)

16.1.1. Understanding the Project

- a. Summarize your understanding of the project and the goals METRO is trying to achieve by acquiring and implementing an integrated Fleet Management, Facilities Management and Purchasing System. Summarize your understanding of how these systems may benefit a municipal government organization.
- b. Proposer shall prepare a detailed Method of Approach to the Scope of Work, which indicates the proposed service to be performed by the Proposer. This section should confirm the Proposer’s understanding of this RFP. Proposer should clearly outline the approach of the firm in meeting the responsibilities that METRO has outlined. The method and approach for each service should be addressed in a manner that reflects understanding and commitment to providing services as needed in a professional and timely manner.

16.1.2 Response to Functional and Technical Requirements (65 Points Possible)

- a. Proposer must complete the Systems Functionality and Features grid.
- b. For all sections of the Systems Functionality and Features grid, Proposers may provide any additional information that will assist METRO in understanding and evaluating your response. In addition, Proposers may provide any additional information that will assist METRO in understanding and evaluating your product. This includes product literature, brochures, web-site addresses, CD-ROM disks, user manuals, or system administrator manuals. Please limit supplemental materials to those that will materially enhance METRO understanding of your proposal. Please reference all supplemental materials at the appropriate place in the requirement list. Proposers are invited to describe features that come standard with the proposed system that are not included in the list of requirements.
- c. The Proposer must provide a written, point-by-point response to each requirement in the Scope of Work. The response shall demonstrate how the Proposer will meet the requirements. The response may also include other pertinent information that will assist METRO in evaluating the proposal.

For each paragraph/item, Proposer shall indicate:

Comply to mean that Proposer meets requirements.

Non-Comply to mean that Proposers does not meet requirements.

Exception to mean that Proposer takes exception to the requirement.

If Proposer indicates "exception," the Proposer shall propose an alternate solution or equivalent specification. The Proposer must explain how the alternate solution or equivalent specification satisfies a particular requirement and how the overall end objective will be met. Failure to meet the specifications or to propose an equivalent specification acceptable to METRO may constitute grounds for METRO to reject a proposal.

- d. Please identify all hardware (to include proprietary and non-proprietary) and software (to include proprietary and non-proprietary) that is required or recommended to run your system, including detailed specifications such as hardware make/model and software version release numbers. For hardware, provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors.
- e. Please describe how your proposed solution accommodates growth and expansion (i.e. the ability to handle increased users and the ability to expand system features/capabilities). Identify any additional equipment or software required to support expansion.

16.1.3 Implementation Plan (15 Points Possible)

- a. Proposers shall provide a detailed implementation plan describing their approach to installation and configuration of the Fleet Management, Fuel Management systems and if available, the Purchasing system. The implementation plan shall include a detailed timeline. The timeline shall address all tasks and the times/days required for each task, including: software delivery, software configuration, interface specification, development and testing, training, acceptance testing and a payment schedule by phase. The timeline should clearly identify the roles and responsibilities of METRO and the vendor.
- b. METRO requires that acceptance of the software system occur consistent with a acceptance testing plan mutually agreed to by METRO and the vendor. The acceptance testing plan shall define a testing procedure and criteria to determine that the software system is operating properly. The acceptance testing plan will test that configuration of the software has been done correctly, and that any software modifications or interfaces with external systems are functioning properly.

16.1.4 Warranty, Technical Support, Training and Documentation (15 Points Possible)

- a. The Proposer shall warrant that all software provided under this contract will be free from defects and suitable for the use intended. Please specify in your proposal the warranty period for the software from the date of acceptance of the system by Metro. The warranty period shall begin upon acceptance of the system. METRO policy is not to begin paying annual maintenance until the warranty period has expired. Be advised that METRO, as a recipient of federal funds, is prohibited from using Federal Transit Administration (FTA) funds to make payments to a third party contractor before the contractor has incurred the costs for which the payment would be attributable unless the costs incurred are for utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations and convention registrations, or when METRO can justify such an advance with a sound business reason for doing so and has obtained FTA's advance written concurrence. Please provide any required agreements. Submitted agreements are subject to negotiation by METRO.
- b. METRO is interested in acquiring technical support. Support may be provided via telephone and email as well as in-person. Proposer should describe alternative levels of support available. Please provide any required agreements. Submitted agreements are subject to negotiation by METRO. Describe how you provide technical support. For example, how would METRO contact you? How are calls handled and routed? What are your escalation procedures?

- b. Please describe the pricing structure of your proposed system, your licensing price model, e.g. per named user, per site, per concurrent user, and Internet licensing.

16.1.7 Disadvantage Business Enterprise Participation

(5 Points Possible)

Total Possible Evaluation Points: 165

17. ADDITIONAL INFORMATION

Proposer may provide any other information the firm deems helpful or appropriate. Responses under this section are not mandatory. METRO is interested in additional options with information on the benefit of the option(s).

18. EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The Proposer shall clearly identify any proposed deviations from the Standard Terms and Conditions or Special Terms and Conditions in the Request for Proposal. For every exception taken, the Proposer shall propose substitute language. If no exceptions are presented in the Proposer's proposal, METRO will assume complete conformance of all terms/conditions and the successful Proposer will be required to perform accordingly.

The Proposer shall also clearly identify any proposed deviations from the requirements/specifications in the Request for Proposal. If no exceptions are presented in the Proposer's proposal, METRO will assume complete conformance of all requirements/specifications and the successful Proposer will be required to perform accordingly.

19. PRIOR EXPERIENCE

Experiences with METRO and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

20. ADDITIONAL INVESTIGATIONS

METRO reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

21. SOFTWARE LICENSE AGREEMENT AND SOURCE CODE ESCROW AGREEMENT

The Contractor is requested to grant to METRO a world-wide, non-exclusive, irrevocable and perpetual license to all intellectual property rights for the purposes of using, displaying and performing the licensed software on METRO LANs for information processing and related activities. This includes backup and disaster recovery procedures in the event of destruction or corruption of the licensed software or any disasters or emergencies, which require METRO to initiate disaster recovery procedures.

METRO reserves the option, within its sole discretion, of licensing either hardware upgrades or software upgrades from Licensor by paying Licensor the corresponding hardware upgrade or software upgrade fee. In the event METRO so elects to license the software upgrades, such software upgrades shall for the purposes of this RFP be considered licensed software. In the event Licensor makes available other products incompatible with the Licensed software, but only compatible with a hardware or software upgrade, METRO shall have the right to license either such upgrade from Licensor free of any upgrade fee that might otherwise be due under this RFP and free of any other charges or fees.

Proposers shall state if a Software License Agreement is required. METRO has a standard Software License Agreement that may be utilized in the negotiation process. However, if you have a Software License Agreement, include it in your proposal response for METRO review. METRO reserves the right to use METRO standard Software License Agreement.

Proposers may be required to submit a proposed Source Code Escrow Agreement. If requested to do so, terms must include the following:

- a. Licensor must pay all escrow-related fees.
- b. The agreement must be a three-party agreement, one in which METRO signs.
- c. Deposited materials must minimally include the source code, compilers, programmer notes, flow charts, utility programs, and documentation.

- d. The Agreement must require that re-deposits of upgrades, updates, and/or new releases be made within 30 days, with written notice given to Licensee.
- e. METRO must have verification rights.
- f. The governing law must be the State of California.
- g. METRO must have the right to request the release of documents upon the following conditions: Licensor fails to carry out obligations imposed in the Software License Agreement; Licensor fails to support/maintain the system; Licensor fails to continue to do business in the ordinary course; Licensor files bankruptcy.
- h. Disputes must be resolved by binding arbitration before one (1) arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator must be familiar with the computer software industry. Judgment upon any award of the arbitrator may be entered into any court having competent jurisdiction thereof. The costs of any and all arbitrators shall be shared equally by the parties to the arbitration. Arbitration shall take place in Santa Cruz, California.

The escrow agent/agency must verify that they have received the data. The agent/agency is under no obligation to verify the data for completeness, accuracy, or functionality. If METRO chooses to verify (i.e., test and operate) the data for functionality, METRO retains the right to enter into such agreement at METRO's expense.

22. PRICE PROPOSAL SHEET

The Proposer shall present all pricing information in this section. This Price Proposal Sheet represents METRO’s official request for price quotation and **MUST** be completed by the Proposer. The cost proposal below shall include all work necessary to effectively conduct and complete the Scope of Services. The costs stated herein **must be a firm fee that includes ALL necessary costs** including, but not limited to: labor, installation, materials, overhead, administrative charges, taxes, profit, insurance and any other expenses associated with the system or required services. Proposers must attach an itemized breakdown of all proposed goods and services. Where applicable, the breakdown should state the quantity, make/model, and days/hours of all required items/tasks.

ITEM #	ITEM	PROPOSAL COST
1	Fleet Management Application	\$ _____
2	Facilities Management Application (if separately priced)	\$ _____
3	Purchase Requisition/Purchase Order System (if available)	\$ _____
4	System Setup/Configuration	\$ _____
5	Data Conversion and Migration (Fleet Mate)	\$ _____
6	Data Conversion and Migration (Facilities)	\$ _____
7	Data Conversion and Migration (Purchasing)	\$ _____
8	Training and Documentation	\$ _____
9	Interface to Fuel Force	\$ _____
10	Interface Purchasing activity information	\$ _____
11	Technical Support and Licensing	
	Year 1	\$ _____
	Year 2	\$ _____
	Year 3	\$ _____
	Year 4	\$ _____
	Year 5	\$ _____
12	Other (please specify)	\$ _____
	Grand Total	\$ _____

23. OPTIONAL ITEMS (TO BE PURCHASED SOLELY AT METRO'S DISCRETION)

Non-Proprietary Hardware,

On a separate sheet, Proposers must provide a detailed breakdown of recommended equipment, including the quantity, make/model, etc. METRO reserves the right to substitute equipment of equal or better performance.

Consulting Services Per Hour

On a separate sheet, please provide a complete listing of consulting services offered, including position and hourly rate.

24. TENTATIVE PROCUREMENT SCHEDULE

Event	Date
Proposal Issue Date	May 15, 2009
Proposal Due Date	June 26, 2009, 5:00 PM
Evaluation of Proposals – Phase One	June 29-July 10, 2009
Evaluation of Proposals – Phase Two	July 13 – July 24, 2009
Board Approval of Contract	August 28, 2009
Contract Award	September 1, 2009
Software System Delivered, Installed, Testing and Dual Integration Started	October thru November, 2009
Software System Up and Functioning	December 2009 to February 2010

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements METRO is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as METRO may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which METRO has or may acquire an interest.

2.02 Termination for Default

2.02.01 METRO 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, METRO may procure, upon such terms and in such manner as METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to METRO, the Contractor shall be liable to METRO for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the 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 METRO shall be considered to have been terminated pursuant to termination for convenience of METRO pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. METRO shall neither have nor exercise control or direction over the methods 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 METRO 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 METRO for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which METRO may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's negligence, recklessness or willful misconduct 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 METRO and any insurance or self-insurance maintained by METRO shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by METRO.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit 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 METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (6) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to METRO.

8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. METRO may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with METRO in compiling and submitting detailed information for the cost and price analysis.

9. NO DISCRIMINATION

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

10. DISADVANTAGED BUSINESS ENTERPRISES

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

I. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

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

A. Prompt Payment of Withheld Funds to Subcontractors

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on METRO Liability

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

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on METRO premises or distribute same to METRO employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on METRO premises or in a METRO vehicle.

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR FLEET/FACILITIES MANAGEMENT SYSTEM (09-14)

THIS CONTRACT is made effective on _____, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and _____ ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need for Fleet/Facilities Management System

METRO has the need for Fleet/Facilities Management System. In order to obtain these services, METRO issued a Request for Proposals, dated May 15, 2009, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Fleet/Facilities Management System and whose principal place of business is _____. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Fleet/Facilities Management System, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Fleet/Facilities Management System described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated May 15, 2009

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

Contractor's Proposal to METRO for Fleet/Facilities Management System, signed by Contractor and dated June 26, 2009.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by METRO for this project in accordance with the Request for Proposals issued May 15, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued May 15, 2009.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes

of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by METRO (or any grantor of METRO, 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 METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

METRO

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

CONTRACTOR

Attention: _____

SAMPLE
CONTRACT

7. AUTHORITY

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

Signed on _____

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR -

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SAMPLE
CONTRACT

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METRO 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 METRO, 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, METRO 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 METRO 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 METRO to enter into such litigation to protect the interests of METRO, 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 METRO, 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 METRO 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 METRO 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 METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any 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, METRO 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 METRO (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by METRO 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 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

METRO and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, METRO and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. METRO 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 METRO shall participate in selection, or in the award or 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. METRO'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 METRO 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 METRO.

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

METRO 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 METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when METRO 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. METRO 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, METRO, 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 METRO 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 METRO 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 METRO 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, METRO (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 METRO, 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. METRO 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, METRO 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.

METRO 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.

METRO 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 METRO 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 METRO or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by METRO or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

DEFINITIONS

"Common Grant Rules" refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

"Interested Party" means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

"Protest" means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

"Protester" means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

"Types of Protests": There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

STANDARDS.

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at financemanager@scmtd.com . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO’s administrative remedies before pursuing a protest with the FTA.

METRO’s Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager’s Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors’ decision shall constitute METRO’s final administrative determination.

In the event that the Protester is not satisfied with METRO’s Board of Directors’ final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO’s Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO’s failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

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

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 1650
San Francisco, CA 94105-1839

Telephone: (415) 744-3133
Fax: (415) 744-2726

METRO RESPONSIBILITIES TO FTA

METRO’s Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
 - (a) Have a value exceeding \$100,000, or
 - (b) Involve controversial matter, irrespective of amount, or
 - (c) Involve a highly publicized matter, irrespective of amount.
- b. Details: The following information about each Protest:
 - (a) A brief description of the Protest,
 - (b) The basis of disagreement, and
 - (c) If open, how far the Protest has proceeded, or
 - (d) If resolved, the agreement or decision reached, and
 - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
 - (a) In its next quarterly Milestone Progress Report, and
 - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

ATTACHMENT A

METRO FLEET/ FACILITIES MANAGEMENT TESTING

The SYSTEM PROVIDER will develop an Acceptance Test Plan that will validate the functions of each system component through a rigorous testing program to measure system operational readiness and adherence to specifications.

Perform functional system tests

The SYSTEM PROVIDER will use METRO data (where possible) to demonstrate the following features of the new maintenance management system in the test environment. This test consists of functional tests, defined as:

- Verify technical support is available at a minimum of: Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time. Provide necessary information to access support
- Demonstrate the system uses an intuitive, easy to use, graphical user interface (GUI).
- Demonstrate the parts imaging conversion from an OEM electronic catalog.
- Demonstrate the interface with the parts imaging conversion with the parts inventory.
- Demonstrate the security controls relating user access to specific areas of software functions from personal computers.
- Demonstrate access/security can be modifiable by individual as well as job classification/group. Verify the security and access control functions for several User Groups.
- Demonstrate Wireless Mobile System capabilities for remote work order processing, updates and diagnostics.
- Verify the Mobile System is capable of 24 hours per day, seven days per week functioning availability.
- Demonstrate the Mobile System wireless communication built in security.
- Display and print the following data items for 5 revenue and 5 non revenue units: year, make, model, serial number, assigned organization/department, purchase cost, delivery and in service dates, fuel code and key number.
- Create and print a repair and preventative maintenance work order for multiple units.
- Demonstrate and print a user-defined work order with repair reasons.
- Demonstrate the process of how to delay a work order due to waiting for shop bay, labor, or parts.
- Demonstrate tracking unit downtime, regardless of the number of open work orders against that unit.
- Demonstrate the process of how to identify and track warranty repairs. Print information.
- Demonstrate the process of how to identify and track warranty parts. Print information.
- Demonstrate the process of how to establish repair priority by individual unit.
- Demonstrate process to track accidents and other incidents. Print information.
- Demonstrate process for the establishment of labor rates by shop location and/or individual employee, including standard and overtime rates.

- Demonstrate process to capture real-time labor hours and be able to enter labor hours after the work is performed.
- Demonstrate process for the establishment of overhead, markup, and sales tax percentages for both parts and labor by individual shop location.
- Demonstrate process for the establishment of separate vehicle class designations in the areas of preventative maintenance, replacement rates, and fuel meter types.
- Demonstrate process for tracking and scheduling preventive maintenance inspections. Print information.
- Demonstrate process for changing major components and tracking current and cumulative miles on components, i.e.: engines and transmissions. Print information.
- Demonstrate process for tracking and scheduling air conditioning inspections. Print information.
- Demonstrate process for tracking and scheduling all types of engine tune up inspections (major, minor, complete). Print information.
- Demonstrate process to allow for multiple sales tax rates.
- Demonstrate process to allow for parts ordering, receiving, and issuing – individually or all at one time. Print information.
- Demonstrate process to allow for parts record/issuing tracking by location. Print information.
- Demonstrate process to allow for the establishment of reorder levels for each part. Print information.
- Print a reorder report.
- Demonstrate the use of bar codes for inventory and assets.
- Demonstrate process to track blanket purchase order expenditures and balances.
- Demonstrate ability to track contracts and purchase agreements.
- Demonstrate process to create a Purchase Requisition.
- Print Purchase order, Purchase requisition and Receiver.
- Verify Purchase order, Purchase requisition and Receiver will match up in system.
- Demonstrate back up mechanism for disaster recovery purposes.
- Create a requested report to demonstrate ability for flexible, user-defined, and created reports.
- Convert requested report in to Excel and Word format. Print information.
- Demonstrate process for Bus Pull-Out management capabilities for vehicle availability. Print report.
- Order and receive a part into inventory and check inventory status (quantity and value on hand and on order) at each stage of the process. Print information.
- Charge labor to the work orders and verify the charges/credits of hours and costs. Print Work order.
- Charge inventory parts to the work orders and verify the charges/credits of quantity and cost as well as proper inventory relief. Print Work order.

- Charge non-inventory parts to the work orders and verify the charges/credits of quantity and cost. Print Work order.
- Charge commercial charges to the work orders and verify the charges of labor and parts. Print Work order.
- Verify work order charges.
- Adjust parts inventory both upward and downward.
- Generate a sampling of standard reports. Print report.

As part of the system testing task, the SYSTEM PROVIDER's Project Manager and METRO's Project Manager will review each system requirement (from the Request for Proposal, if applicable) and mutually determine compliance.

Perform data conversion tests

The SYSTEM PROVIDER will assist METRO team in the validation of the converted data. This simple test consists of data validation, defined as:

- Compare sample Equipment Primary Information data in the new maintenance management system with similar information in METRO legacy system.
- Compare sample parts inventory data in the new maintenance management system with similar information in METRO legacy system.
- Generate sample Equipment Due for PM/Inspection lists in the new maintenance management system with similar information in METRO legacy system.

Perform Interface tests

From	To	Frequency	Description
Fuel Management System	Fleet Management System	Nightly	Fuel, fluids usage and fuel inventory
Fleet Management System	Users/Customers	On Demand or Status Change (i.e. bus down)	Email alerts and status
Purchasing System	Fleet Management System	Daily	Receiving for Continuous Inventory Purposes

Document and provide test results

The SYSTEM PROVIDER will provide documentation that defines the test criteria for all testing. This documentation will include test procedures and the results for each test. The SYSTEM PROVIDER will provide the following deliverables:

- System Test Plan
- Testing results certifying complete and satisfactory testing

ATTACHMENT B

REPORTS FOR FLEET MAINTENANCE

Parts Inventory Reports:

- Inventory Stock Status
- Reorder Prompting
- Physical Inventory
- Inventory File
- Inventory Valuation
- Inventory Usage Analysis
- Location / Bin Labels
- Inventory Deletion Report
- Inventory Aging Report
- Missed Sales

Repair:

- Out of Service History
- Buses on Standby List
- Energy Information Administration
- Smog Check Program
- CalTip
- Revenue/Non-Revenue Vehicle Lists
- Service Due/Performed Lists
- Mileage Reports
- KPI Reports
- Job Code Breakout Lists
- Vehicle Fleet Sort by Age/Type
- Active/Inactive Fleets
- Disposed List
- Road Call Breakout List
- Vehicle Detail Performed List
- Repairs Found by PM List
- Fluid Usage (Oil, Coolant, Fuel)
- Costs Per Vehicle
- Daily/Weekly/Monthly/Yearly Summaries
- Work Performed Breakout by Shift
- Work Orders Open/Closed/Deferred
- Length of Time Work Order is Open
- Type of Repair: Scheduled/Unscheduled

Employee Hours Reports:

- Hours worked daily, weekly, monthly, yearly
- Paid Time off report daily, weekly, monthly, yearly
- Unpaid Time off report daily, weekly, monthly, yearly
- Breakout list by Job type
- On Call Response List
- Time/cost Capture by Employee
- Employee History by Task
- Time/Cost Capture by Task

REPORTS FOR FACILITIES MAINTENANCE

Work Order Reports:

- Open work orders by employee, by site, by task
- Closed work order reports by employee, by site, by task
- Upcoming work orders by employee, by site, by task
- Time spent on work orders by employee, by site, by task
- Cost summary by employee, by site, by task

Bus Stop Reports:

- Bus Stops by Route
- Bus Stops by ID#
- Bus Stops by Street and Cross Street
- Inventory Item Report (signs, shelters, benches, lights)
- Inventory Action Report (installs, repairs, adds, repairs)
- Accessibility Report

Employee Hours Reports:

- Hours worked daily, weekly, monthly, yearly
- Paid Time off report daily, weekly, monthly, yearly
- Unpaid Time off report daily, weekly, monthly, yearly

Key System Reports:

- Key Issue
- Key Return
- Key Lost and Reissued
- Key Request
- Key per site per door

*Santa Cruz Metropolitan
Transit District*



ADDENDUM NO. 1

Date of Issue: June 17, 2009

Request for Proposal (RFP) No. 09-14

For Fleet/Facilities Management System

Due Date: June 26, 2009, 5:00 P.M.

Notice is hereby given that the Santa Cruz Metropolitan Transit District, Santa Cruz, State of California is providing the following clarifications, modifications, additions and / or deletions to the Request for Proposal (RFP) No. 09-14 for Fleet/Facilities Management System. This Addendum shall become a part of the original RFP as issued by the Santa Cruz Metropolitan Transit District.

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Request for Proposal. All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address llongnecker@scmttd.com. This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. ADDENDUM CONTENT:

1.1 ADDENDUM NO. 1: 8 PAGES INCLUDING ATTACHMENT A

2. CHANGES TO RFP TERMS AND CONDITIONS:

2.1 NONE AT THIS TIME.

3. BIDDERS REQUESTS FOR CLARIFICATIONS:

3.1 QUESTION: Number of concurrent users. Our system licenses users on "concurrent" base as oppose to "name" base. In your RFP, we understand the number of employees in Metro, however, it does not indicate the concurrent base. Please provide, to the best of Metro's knowledge, the number of concurrent users for price quote purposes.

ANSWER: For the purposes of responding to the RFP, 70 individual users can be used of which 30 would only use the purchasing system, 10 would access Facilities and 30 would use Fleet only and 10 would use both Fleet and Purchasing METRO would never expect more than a total of 30 simultaneous users.

3.2 QUESTION: Page III-3, please elaborate the required information from FTA and NTD as related to this RFP.

ANSWER: See Attachment A

3.3 QUESTION: Page III-4, our standard support hour is Monday thru Friday, 8:00am to 4:30pm Pacific Standard Time. Please advise if this is acceptable by Metro?

ANSWER: Submit this as an exception on your proposal response and it will be taken into account in the evaluation.

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117

METRO OnLine at <http://www.scmttd.com>

- 3.4 QUESTION: Page III-5, Ability to track storm water runoff analysis. Could you give more details on requirements?
 ANSWER: *METRO's Facilities Maintenance is required to have storm water runoff from METRO facilities analyzed. The proposed software system must be able to incorporate those reports and track this information*
- 3.5 QUESTION: Page III-7, Functional Requirements – Fleet Maintenance (Fleet Maintenance Suite), item 4. Could you define the requirement of “auto creation of subsequent work order”?
 ANSWER: *Example, METRO receives an estimate from a vendor on a sublet repair, this information would be entered and a work order will be generated for the repair. Also, some repairs take multiple days to perform. If the work is not completed on one work shift, then a auto creation of a subsequent work order for the next shift would be generated*
- 3.6 QUESTION: Page III-7, Functional Requirements – Fleet Maintenance (Fleet Maintenance Suite), item 19. Please describe requirements on “Component rebuild”
 ANSWER: *Example, repairs to a differential would track the time and materials on a particular bus. The differential is a component of the bus. We are discussing major components (engine, transmission, etc).*
- 3.7 QUESTION: Page III-7, Functional Requirements – Fleet Maintenance (Fleet Maintenance Suite), item 25. Please describe requirements on “Road call tracking”.
 ANSWER: *Mechanics are sent out on road calls to repair buses that breakdown while in service. Software system needs to be able to track all information provided by Operations and the service mechanics on problems, repairs, and/ or recommendations for repairs.*
- 3.8 QUESTION: Page III-8, Functional Requirements – Warranty Tracking (Fleet Maintenance Suite), item 5. Please elaborate “Claims tracking” requirements.
 ANSWER: *Software system to be able to attached copies of work orders to claims when emailing a claim against a manufacturer warranty*
- 3.9 QUESTION: Page III-9, Functional Requirements – Inventory, item 11. Please elaborate requirements on “Possess workflow capability for part number creation”. Does this mean that the system is capable of using “smart numbering”?
 ANSWER: *There are times when METRO will build a given component and will want to track parts and labor to find out the cost for that repair. This repetitive repair will be given its own part number and will list all parts required for the repair. METRO must be able to create an internal part number and cross reference into the vendor part number.*
- 3.10 QUESTION: Page III-9, Functional Requirements – Inventory, item 16. “Vendor reference notes”. Please elaborate requirements.
 ANSWER: *Special notes on parts where variances in size, manufacturer or material has to be specified. Example must be 24” x 38” exactly.*
- 3.11 QUESTION: Page III-9, Functional Requirements – Work Order Maintenance and Repairs (Bus Stop Maintenance). Please elaborate requirements on item 3, 4, 4, (supposed a typo from Metro) and 6.
 ANSWER:
 3. *Multiple routes per bus stop: Many of the bus stops service more than one route. METRO needs to be able to tell facilities maintenance staff which routes stop at which bus stop.*
 4. *Inbound/outbound direction: METRO needs to be able to tell facilities maintenance staff which direction the route is going away from or to METRO Santa Cruz Transit Center.*
 4. *Weekday/weekend schedule: Some routes may not operate on weekends or have limited service on the weekend.*
 6. *Schedule by area, jurisdiction, route action: Sometimes METRO schedules maintenance service by a geographical area or by supervisory district, city limits or bus route. Example. Paint all bus stop*

benches in Capitola.

- 3.12 QUESTION: Page III-10, Functional Requirements – MSDS Information (Facilities Maintenance), item 3. Please elaborate requirements on “Cross referencing”.
ANSWER: *MSDS sheets are filed by product name. METRO would like to cross reference by manufacturer*
- 3.13 QUESTION: Page III-10, Functional Requirements – Key System (Facilities Maintenance), item 6. Please elaborate requirements on “Non-employee key tracking”.
ANSWER: *Various vendors, suppliers and contractors are issued keys to buildings and METRO needs to keep track of those keys.*
- 3.14 QUESTION: Page III-12, INTERFACES. Please provide diagram of data flow and list of tables to be involved in transferring data back and forth.
ANSWER: *Your request for this information cannot be fulfilled*
- 3.15 QUESTION: Database migration. In this RFP, we understand that there are existing data to be migrated such as Informix SE, FleetMate, etc. Please provide sample database with tables and fields that are involved in data migration for estimating purposes.
ANSWER: *Your request for this information cannot be fulfilled.*
- 3.16 QUESTION: Both page VI-2 (item 5.4) and VI-3 (item 8.0) in regards to access to our books, accounts, payrolls and other sources of information related to this project. As a privately held company, all financial information including our books, accounts, payrolls are proprietary. However, we do provide our Duns and Bradstreet (D&B) number, contact person at the bank, insurance certificates and customer references to Metro as part of our proposal. Please advise if this is acceptable by Metro?
ANSWER: *METRO cannot allow an exception to these two terms. It is important to note that in item 8.0 the term “with regard to the project” means that they can only audit the resulting records and documents from this RFP*
- 3.17 QUESTION: How many users in the system?
ANSWER: *See question 3.1 above*
- 3.18 QUESTION: Do you currently have any hardware in place, if so what OS is it any existing tracking system is in place.
ANSWER: *See page III-2, article 4. TECHNICAL ENVIRONMENT.*
- 3.19 QUESTION: Can you tell me about the barcodes? Define the specs, sizes and material and what they are going on.
ANSWER: *METRO does not currently have any bar code system in place METRO would expect the delivered system to allow reading the bar codes that are standards with the manufacturers to allow easier receipt of product. METRO cannot tell you what those standards are. You, as the “expert” vendor in this field, should know what they are*
- 3.20 QUESTION: In Part III, Requirements specific to evaluation criteria in the Article 16.12. point b it is mentioned CD- ROM disks ,user manual or system administration manuals is to the current application which we have at present or the proposed application which we gone deploy.
ANSWER:
- 3.21 QUESTION: For how many sites is the software required to be implemented?
ANSWER: *METRO has three functional groups as stated in the RFP. These are Facilities, Fixed Route Fleet Maintenance and Paratransit Maintenance*

- 3.22 QUESTION: What is the expectation about the consolidation of sites from the Vendor.
ANSWER: *There will be no consolidation of sites from the vendor.*
- 3.23 QUESTION: If there are multiple sites, will the screen / application design be the same for all sites or will there be any site specific customizations?
ANSWER: *The screen application design between Facilities and Vehicle Maintenance groups is likely to be different. As for clients, all groups run on Neoware Thin Clients and, although METRO will be located in four buildings, for the purpose of this RFP, the servers are centralized at METRO's Administration building*
- 3.24 QUESTION: If there are multiple sites, would there be any site specific reports or would the same set of reports (with local data) be same across all sites?
ANSWER: *There will be site specific reports. Data must exit in the single database server with permissions separating the different groups by login*
- 3.25 QUESTION: If there are multiple sites, are business processes and workflows same for each site in-scope for this implementation or are there different processes?
ANSWER: *There are different processes.*
- 3.26 QUESTION: Will different site-specific workflows be required to be created?
ANSWER: *Yes*
- 3.27 QUESTION: As per your business processes is asset rotation among sites permitted. If yes, is financial accounting to charge assets' cost to a location or department part of project scope?
ANSWER: *Even if asset rotation were permitted, it does not apply since there are no common parts. The revenue vehicle set is unique for Paratransit vs Fixed Route Fleet and the non-revenue vehicles are all maintained by the Fixed Route Fleet.*
- 3.28 QUESTION: Please mention the location(s) where most of the Knowledge transfer and process information will be gathered. Also, mention the locations (local sites) to which travel may be required for the implementation.
ANSWER: *As stated in the RFP, there are separate groups. Data to be transferred only exists for Fixed Route Fleet and Facilities.*
- 3.29 QUESTION: Please mention if any of the following would be part of project scope: Bar Coding, RFID, Mobile Devices, Any other.
ANSWER: *Bar Coding and Mobil Devices.*
- 3.30 QUESTION: Has asset cataloguing and establishing asset parent child relationship already been done or do you expect the implementation partner to provide these services?
ANSWER: *In most cases it has been done, but that does not necessarily mean that it will transfer from the existing databases.*
- 3.31 QUESTION: What would be the time period expected for warranty and technical support?
ANSWER: *As stated in the RFP: The system must have technical support available at a minimum of: Monday through Friday, 8.00 a.m to 5:00 p.m , Pacific Standard Time. If requested, expanded technical support hours are to be available during system installation and periods of system upgrade. METRO would like proposals for 1, 2 and 3 year maintenance contracts*
- 3.32 QUESTION: We understand that client would require the following training: Train-The-Trainer Training, End User Training, and Administrator Training. Please validate this and suggest if any additional training apart from the above are required.
ANSWER: *This is correct. No additional training*

- 3.33 QUESTION: Please provide number of personnel for each training category.
ANSWER: *As listed on page III-12 Training plan, the number of personnel listed by description is equal to approximately 26 employees.*
- 3.34 QUESTION: Would consultant require traveling to different locations for conducting user trainings? If yes, please indicate locations which are identified for trainings.
ANSWER: *It is possible that trainings might be done at both the Administration building and the Fleet Maintenance Building. Both buildings are located next door to each other.*
- 3.35 QUESTION: To migrate the existing Fleet Management System's (Fleet*Mate) historical data and other sufficient historical data, to migrate the Facilities Management System's (Informix SE based system) historical and inventory data, what is the volume and format of the data to be migrated?
ANSWER: *This is not easily quantifiable. The Fleet data is in a COBOL database which METRO can not easily query. METRO has discussed the likelihood of having to keep that running as long as those buses are in the Fleet and running. The Facilities data can be supplied as comma separated ASCII files. The database has 43 tables with about 180,000 rows.*
- 3.36 QUESTION: RFP Part III -Item 23 – Optional Items (Consulting Services) Is this for general services provided outside the scope of this project?
ANSWER: *Yes*
- 3.37 QUESTION: RFP Part III - Sections 10 Interfaces and 22 Price Proposal Sheet (line 10) METRO references a required integration/interface to the ABS Financial purchasing system. If Vendor's solution provides full purchasing, receiving and inventory capabilities that are fully integrated into the Fleet and Facilities Management Modules, what additional integration requirements would there be?
ANSWER: *METRO would like to have the PO information (such as PO number, vendor information, dollar amount, account code, etc.) be upload capable*
- 3.38 QUESTION: RFP Part III Section 9 System Functionality and Features Grid Item 31 - Wireless Mobile System capabilities for remote work order processing, updates and diagnostics: Is a Mobile solution a part of this project that we should include with our proposal or do we just need to indicate if the system is compatible with Mobile solution(s)?
ANSWER: *No. You need to quote prices for the mobile devices as well.*
- 3.39 QUESTION: Will Metro allow a copy of their legacy maintenance data to reside at Vendor's office for the purpose of analysis and refinement of the data conversion process?
ANSWER: *METRO does not believe there would be a problem with the concept, but am not sure how feasible it is without installing the application at the Vendor's site which would probably violate licenses*
- 3.40 QUESTION: Will Metro allow remote access to their new Fleet & Facility Maintenance System for the purpose of troubleshooting, problem resolution and support?
ANSWER: *The most effective method would be via a Web-ex (or comparable) session, coordinated with IT.*
- 3.41 QUESTION: It would appear that Metro's priority for implementing the three areas of functionality would be first Fleet then Facilities and finally Purchasing. Is that correct?
ANSWER: *METRO would prefer all to come online at the same time, but the order of priority stated is correct.*
- 3.42 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 4, what are the access details of the application usage?
ANSWER: *Basically the client must be able to run as a web app, or be installed on one of multiple Windows 2003 servers that the users login to via Citrix. Note: about 1/2 of these servers utilize the*

64 bit version of Windows 2003 For those vendors who don't use web based clients, will their clients run on 64 bit systems in multi-user mode?

- 3.43 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 6, What are the expected capabilities in data warehousing?
ANSWER: *As the item indicates OLAP/EIS capability which implies drill-down capability, and rapid analysis and reporting*
- 3.44 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 8, Is support expected as remote desktop?
ANSWER: *This relates more to METRO's Information Technology Department's ability to do remote system management. Basically, if you meet the thin-client requirements, there should be no problem*
- 3.45 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 10, What are the expectations for remote access?
ANSWER: *This relates to a manager's ability to login remotely. Once again, if the thin-client requirements are met, this should be no issue*
- 3.46 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 12, Can you detail conversion expectations?
ANSWER: *The RFP discusses what legacy programs METRO has for conversion. As stated previously, METRO may not convert Fleet but keep the application alive as long as we keep the buses, and Facilities database, Plant, is in Informix. Previously mentioned the number of tables (43) and rows (180,000).*
- 3.47 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Technical Requirements (for all suites), item 13, Would like more clarity on usage of Excel, Word and especially Access.
ANSWER: *Need basic ability to output reports to Word or Excel where appropriate. METRO will not require output to Access.*
- 3.48 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Fleet Maintenance, item 5, How do you foresee this item being implemented?
ANSWER: *That is for the vendor to propose. With that said, METRO would like to see a report that could be viewed on screen showing the status of all fixed-route vehicles and another for Paratransit vehicles*
- 3.49 QUESTION: QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Fleet Maintenance, items 22, 23, and 24, Is this integration with existing application, or other?
ANSWER: *The financial application is discussed in the RFP. It's windows based ABS. The purchasing module is to either be provided as part of the RFP or we will purchase separately. The key is that there are methods to interface, particularly with Purchasing due to the requirement for perpetual-inventory. There is no single interface for payroll. The key is for METRO to be able to extract data related to individuals that might be compared against other data.*
- 3.50 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Fleet Maintenance, items 25 and 26, Does this require integration with GPS?
ANSWER: *Future capability should be there to integrate with GPS but at this time it's not pertinent since METRO does not have AVL.*
- 3.51 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Fleet Maintenance, items 27 and 28, Can you expand upon these requirements?
ANSWER: *Shop scheduling feature for labor, parts, bays, equipment: relates to being able to schedule equipment maintenance based on parts inventory and available personnel and bays.*

Retrofit/Campaign/Project tracking: the product needs to be able to include "campaigns" which means tasks like recalls, retrofits, upgrades, etc. The software should be able to track similar repairs needed to be performed on a number of different buses. For example: replacing the right front head light assembly on all 2003 buses manufactured by New Flyer. Another example would be replacing all driver's seats in all 2003 Orion buses.

3.52 QUESTION: In reference to Part III, Article 9 System Functionality and Features, Function Requirements – Preventative Maintenance, items 14 and 15: Could you expand?

ANSWER: Item 14 means that if it detects that a part is being replaced and it is still under warranty, it should be flagged. For instance, an engine fails before the warranty hours or mileage. When a part is assigned a number and is entered into inventory, there should be a field where the time and/or mileage of the warranty period of the part can be entered. If part is installed and that part is still under warranty and is replaced on that bus during the warranty period, a flag should appear on the screen. Additionally if a repair is made within a set time period of the same repair a flag should also appear on the screen.

Item 15 There should be a method of setting a schedule to perform routine tasks and campaigns.

3.53 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Inventory, item 1, Does this mean parts (numbers) on vehicles and in storage?

ANSWER: This means the ability to track parts in inventory, usage history, parts cost history and parts on order.

3.54 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Inventory, item 11, Please clarify.

ANSWER: This means the ability to create part numbers without predetermined restrictions.

3.55 QUESTION: In reference to Part III, Article 9. System Functionality and Features, Function Requirements – Inventory, item 18, Are vendors ranked by performance, budget % or some other way?

ANSWER: Vendors are ranked by cost and performance.

END OF ADDENDUM NO. 1

Lloyd Longnecker
Purchasing Agent

ATTACHMENT A

Annual Reporting, Fleet Maintenance Components

4. Assets

- a. Stations and Maintenance Facilities – DO (A-10) DR DO, ParaCruz enters.
- b. Stations and Maintenance Facilities – DO (A-10) MB DO, Fleet enters.
For the '09 reporting year, there will still be 1 major and 1 minor facility. If the 120 Golf shop is completed, and 111 Dubois is moved by June 30, 2010, then the report will only list 1 major facility.
- c. Revenue Vehicle Inventory (A-30) DR DO, ParaCruz enters.
- d. Revenue Vehicle Inventory (A-30) MB DO, Fleet enters.
 - i. Update fleet inventory. Note that RVID 8393 and 27084 are split due to funding sources.
 - ii. For '09, RVID 8396 should be deleted, and SR1219 and SR1220 will need to be entered.
 - iii. The Emergency Contingency numbers will need to be adjusted.
 - iv. Print out Screen 5.13 from FleetMate, as a Summary, by date range, and by bus numbers for the fleet as it is listed in the NTD inventory.
 - v. The Miles on Active Fleet is the total of the "Units Change" column for each fleet.
 - vi. The Average Lifetime Miles is achieved by adding the Life-To-Date Units figure at 06/09 for each bus in the fleet as listed in the NTD inventory row, and dividing by the number of buses in that row, or fleet.

6. Resources

- c. Maintenance Performance (R-20) ParaCruz enters PC data, Fleet enters Fleet data.
 1. For Fleet, print out fiscal year RCC, Road Call Chargeable, and RCN, Road Call Nonchargeable, in separate printings. Go through each list and highlight with two colors, or some other marking, indicating whether the road call falls closer under the Major or Minor Failure, as defined by NTD. Total each category of failures for the R-20 report.
- d. Energy Consumption Non-Rail (R-30). ParaCruz enters PC data, Fleet enters Fleet data.
 1. In FleetMate, go to 5.17, Fuel Report. Print out fiscal year for all vehicles, using D and NG as the two fuel choices. Totals will be at the end of the report. For the gasoline total, print out fiscal year for any revenue vehicle running on gasoline. Currently, that is only bus 2406.

Follow directions for printing out and submitting reports and any "Issues" comments.

EXHIBIT - B

PART II

GENERAL INFORMATION FORM

FLEET/FACILITIES MANAGEMENT SYSTEM SERVICES RFP No. 09-14

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

MAINTSTAR INC. 6-24-09
Legal Name of Firm Date

28 HAMMOND, UNIT D, IRVINE, CA 92618
Firm's Address

800-255-5675 x 213 949-458-7626
Telephone Number FAX Number

CORPORATION 33-0151817
Type of Organization (Partnership, Corporation, etc.) Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with METRO that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to METRO that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to METRO the required insurance certificates within ten (10) calendar days of the Notice of Award.

Louis J. Tonetti
Signature of Authorized Principal

LOUIS J. TONETTI, NATIONAL SALES MANAGER
Name of Principal-in-Charge and Title

DIMITRY PORETSKY, MANAGING DIRECTOR
Name of Project Manager and Title

LOUIS J. TONETTI, NAT'L SALES MGR, LOUIS@MAINTSMIL.COM, 800-255-5675
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

28 HAMMOND, UNIT D, IRVINE, CA. 92618
Addresses Where Correspondence Should Be Sent

TOTAL PROJECT RESPONSIBILITY - NATIONWIDE
Areas of Responsibility of Prime Contractor

Original

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

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

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

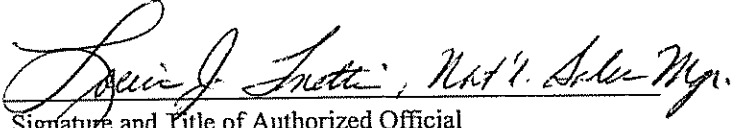
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

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

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

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


Signature and Title of Authorized Official

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 MAINTSMA INC.
Signature of Authorized Official *Louis J. Tonetti*
Name and Title of Authorized Official Louis J. TONETTI, Nat'l. Sales Mgr.
Date 6-24-09

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

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

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

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

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

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

BUY AMERICA CERTIFICATE

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

Date: 6-24-09
Signature: *Spencer J. Inattis*
Company Name: MAIN STAR INC.
Title: Nat'l. Sales Mgr.

OR

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

Date: _____
Signature: _____
Company Name: _____
Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____ CONTRACTOR'S ADDRESS _____
 DBE GOAL FROM CONTRACT _____ % _____
 FED. NO. _____
 COUNTY _____ PROPOSAL AMOUNT \$ _____
 AGENCY _____ PROPOSAL OPENING DATE _____
 CONTRACT NO. _____ DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

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

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

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

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

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

CONTRACTOR DBE INFORMATION

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

MaintStar Inc.

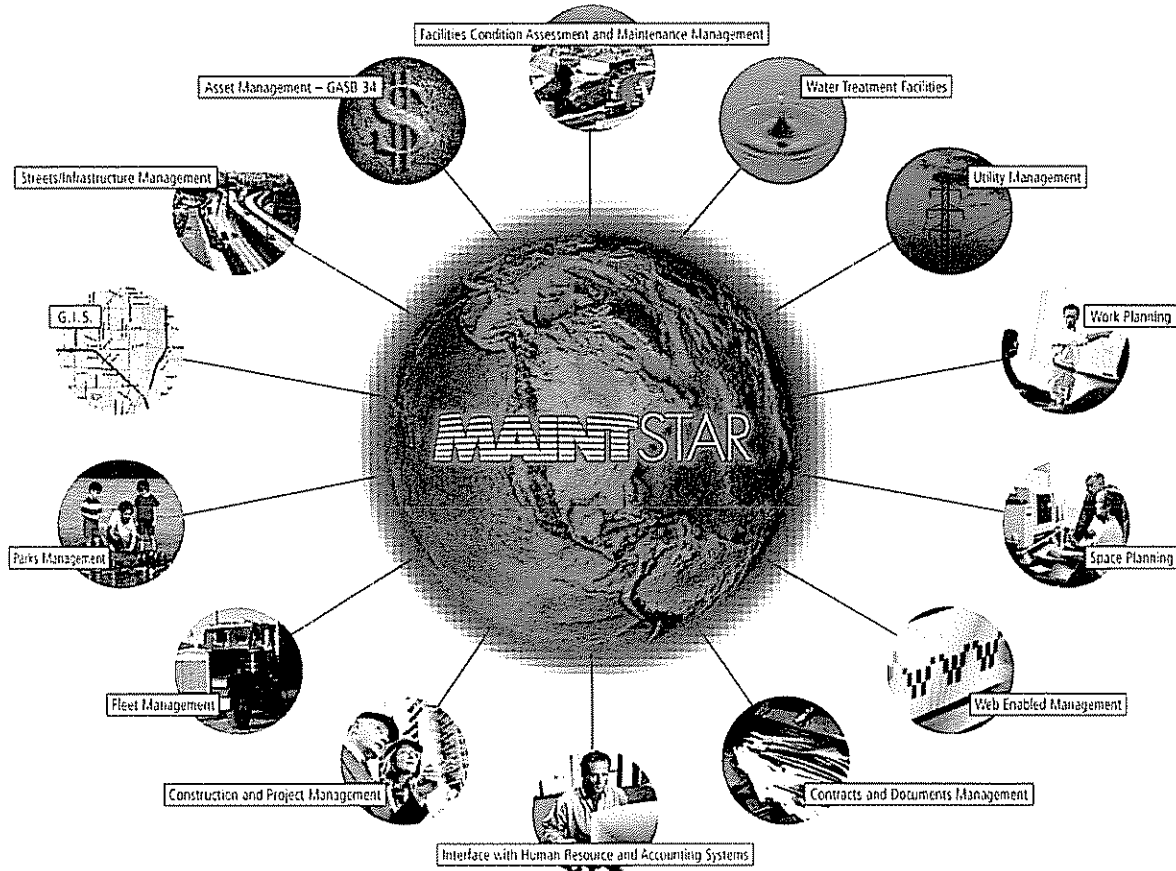
28 Hammond, Unit D
Irvine, California 92618

800-255-5675

www.maintstar.com

louis@maintstar.com

SOFTWARE THAT MAKES PUBLIC WORKS ASSET MANAGEMENT AND MAINTENANCE SIMPLE



Santa Cruz Metropolitan Transit District

Fleet/Facilities Management System Request For Proposal

METRO RFP No. 09-14

June 26, 2009

Original

Cover Letter

June 26, 2009

Mr. Lloyd Longnecker
Purchasing Agent
METRO Purchasing Office
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Contact Information

MaintStar Inc.
28 Hammond, Unit D
Irvine, California 92618
800-255-5675 ext 213

Louis Tonetti
louis@maintstar.com
www.maintstar.com

Dear Mr. Longnecker:

By responding to the Santa Cruz Metropolitan Transit District's Fleet/Facilities Management System Request for Proposal No. 09-14, MaintStar Inc. is demonstrating its willingness, desire and ability to provide the right System that will meet and exceed all your stated requirements. Our company has more than 25 years experience developing the world's easiest-to-use, fully customizable Fleet/Facilities Management software - the MaintStar System.

We not only develop the software, but also provide the system implementation, data conversion, integration with other software, and complete training. We serve the needs of municipal agencies throughout the United States, and also Worldwide.

I am authorized to make presentations on behalf of the firm, and also have proper authority to make MaintStar formal commitments.

MaintStar also acknowledges receipt of all addenda associated with this RFP and agrees to all terms and conditions specified.

We look forward to demonstrating the MaintStar System for you in person, or via a web conference.

Sincerely



Louis J. Tonetti
National Sales Manager

Introduction

Per the instructions set forth in Santa Cruz Metropolitan Transit District's Fleet/Facilities Management System METRO RFP No. 09-14, MaintStar's response is submitted in the same order as requested and in the specified format.

16.1 Method of Approach

16.1.1 Understanding the Project

- a. Summarize your understanding of the project and the goals METRO is trying to achieve by acquiring and implementing an integrated Fleet Management, Facilities Management and Purchasing System. Summarize your understanding of how these systems may benefit a municipal government organization.*

MaintStar understands that the Santa Cruz Metropolitan Transit District (METRO) desires to enhance its effectiveness in managing its fleet of vehicles by using an integrated Fleet Management System. METRO also desires to make use of its historical data to help manage existing assets and to analyze historical maintenance trends.

Furthermore, MaintStar recognizes METRO's need for an integrated Facilities Maintenance System to manage its buildings and grounds, and to conduct proper bus stop maintenance. Being able to import existing historical and inventory data is crucial to ensure METRO can perform various scheduled maintenance tasks.

MaintStar also is sensitive to METRO's requirement to support a perpetual/Continuous Parts Inventory system to allow cost effective inventory reduction.

A MaintStar Interface providing data exchange capability with METRO's Finance and Procurement Systems will definitely help to reduce or eliminate manual data capture and processing.

Finally, MaintStar acknowledges METRO's concerns about outgrowing the System it selects.

Considering all the above factors, MaintStar, Inc. intends to provide the Santa Cruz Metropolitan Transit District with a comprehensive, off-the-shelf, Microsoft Windows and Internet Web Browser-based, turnkey Fleet Management/Facilities Management System solution, which consists of software, maintenance and support. METRO's RFP provides an excellent description of its needs and requirements, including ample background information, which causes MaintStar Inc. to state confidently that it is the right choice for Santa Cruz to make.

By selecting the MaintStar System, METRO will improve its ability for strategic planning, decision-making and customer service through easy access to information and information analysis. In other words, MaintStar will help METRO to do what it does, - better! This will help METRO to serve the Santa Cruz community more efficiently and more effectively.

MaintStar is confident that METRO personnel will actually use the System. Why? The MaintStar System is extremely easy to use. A system can have all the functionality in the world, but if it isn't easy to use, the technicians won't use it. Real people use the MaintStar System, which is why METRO users will too. Furthermore, METRO will not outgrow the MaintStar System, because it is completely scalable.

We believe the MaintStar System is uniquely qualified to satisfy METRO's desire for a comprehensive Fleet and Facilities Management System for three main reasons:

1. As already mentioned, MaintStar is a scalable System, composed of over 30 different modules that can be combined like building blocks, to provide a perfect fit for a wide variety of needs. Many State, County and City Agencies currently use it for management and maintenance of vehicle fleets, as well as other municipal infrastructure assets. You will not outgrow the MaintStar System.

2. The MaintStar system is flexible and easily customizable. We recognized early in the System's development that each and every organization has unique requirements, terminology, and business practices. Therefore, **the System adapts to your Work Flow and the way you do business**, not the other way around. You can customize screens and reports without needing any programming experience whatsoever, and without paying us extra money to do it for you. You will be able to:

- Rename any field label according to your own terminology
- Adjust field and text sizes to meet your own needs
- Eliminate fields you don't need, helping to keep your system clear, clean and simple
- Move fields to positions anywhere on the screen
- Color code different groups of fields for logical data entry.

During the Implementation phase we will help configure your system to meet your needs exactly. Future System updates and upgrades will maintain your customizations without having to redo all your work.

3. MaintStar is easy to use. It takes more than great features and benefits for a good Fleet Management Information System to do the intended job. The most elaborate and feature rich system will fail miserably if it is not simple to use and well accepted by the ones doing the work. The MaintStar System is very user friendly, which is why it is frequently chosen to replace competitive systems that have proven too complicated in actual use. MaintStar was designed to meet the needs of the maintenance staff who often have little or no computer experience. You don't have to be a computer genius to run our System because MaintStar employs the "one click strategy" to perform functions that other systems often require multiple screens to accomplish. This aspect is frequently cited as the deciding factor in choosing the MaintStar System.

- b. *Proposer shall prepare a detailed Method of Approach to the Scope of Work, which indicates the proposed service to be performed by the Proposer. This section should confirm the Proposer's understanding of this RFP. Proposer should clearly outline the approach of the firm in meeting the responsibilities that METRO has outlined. The method and approach for each service should be addressed in a manner that reflects understanding and commitment to providing services as needed in a professional and timely manner.*

MaintStar's approach in providing the System to the Santa Cruz Metropolitan Transit District (METRO) is in 9 phases:

1. Consultative discussions to review and confirm METRO's processes.
2. Strategizing proper Setup procedures.
3. Data Conversion
4. Implementation using METRO's data as real time input.
5. Training of System Admin personnel.
6. Training of End User personnel.
7. System testing and acceptance.
8. Ongoing support via phone and email.
9. Follow-up training as necessary.

After acquiring an intimate understanding of METRO's workflow and processes, MaintStar's biggest area of concern is the Setup, which is extremely vital to the success of this project. MaintStar's Setup is quite comprehensive, but not difficult, and if done properly and in a timely manner, the new System will practically run itself afterwards. As a rough rule of thumb, the more extensive the Setup is, the higher the quality of the System.

MaintStar will be using METRO's own data to train all personnel, which should result in a much more meaningful and effective Implementation and Training process.

Our approach also requires a strong, professional METRO Project Manager who will take ownership of the effort, who has authority, and who can help drive the entire process in cooperation with MaintStar's staff of dedicated professionals. Without these key ingredients, a proper Setup and a strong METRO Project Manager, the project is doomed to failure.

Completion of this project within METRO's required time frame will be directly dependent upon the degree and timeliness of the cooperation MaintStar receives. We will accomplish every goal and objective on time and in time, as long as METRO does its part on time and in time.

MAINTSTAR PROJECT MANAGEMENT SERVICES

MaintStar will provide METRO with a dedicated team of professionals who will focus on setting up, implementing, and training on the MaintStar System to ensure complete operational status is effected smoothly and efficiently.

MaintStar's Project Manager for METRO

The Project Manager will provide (but is not limited to) the following services:

- A single source of contact for all project issues from beginning through Implementation.
- Management of an Implementation Plan, which will document all project goals, objectives, and milestones.
- Guidance and support to project staff for both MaintStar and METRO.
- Resolution of any scheduling or communication problems that may arise between MaintStar and METRO.
- Responsibility for all deliverables and customization as required by METRO and agreed upon by MaintStar.
- Management, from the onset to completion, of all aspects of the project, including overseeing MaintStar personnel at each step along the way.
- Responsibility for testing, Implementation, support after system acceptance and addressing all performance problems, which might occur during this project.

Meetings will be scheduled to help ensure the success of the project during this phase. All resources of MaintStar will be available, including technical support, consultation, and training, to name a few.

It is important to place the MaintStar System into the hands of the project team very quickly after "awarding of the contract." This enables a timely, smooth Installation and Implementation process.

Once the system is installed, the project team will begin training, and MaintStar will set up a sample database to facilitate the team's knowledge of the System. Full training will be provided upon configuration and once approval has been given for full testing.

All stages from Installation through Implementation will be reviewed and tested to ensure that METRO will receive a trouble free System, which will be extremely comprehensive, but very user friendly.

MaintStar's Implementation Team for METRO

Project Manager-Dimitry Poretsky
Implementation Engineer-David McElroy
Data Conversion/loading-Long Nguyen
Technical Support-Alan Buth
System Analysts-Leonid Orlov and Ram Nambiar
Custom Programming-Victor Reinhart

Scope of Work

6.1 General

The vendor shall be responsible for delivering and installing a fully operational Fleet Management, and Facilities Management System, with an optional Purchasing System. All installed systems shall be fully integrated. *METRO plans to select and implement a solution that will fulfill three primary functions:*

MaintStar will deliver and install a fully operational Fleet Management/Facilities Management System with an included Purchasing System. All installed systems will be fully integrated, and our solution will fulfill the three primary functions set forth by the Santa Cruz Metropolitan Transit District.

6.1.1 Fleet Management

*METRO is seeking a Fleet Management System that is capable of performing Work Order and task tracking for all repair and preventative maintenance activities performed by METRO on its transit fleet assets as well as its non-fleet equipment. The application must coordinate procurement, re-ordering, receiving and issuing of parts including tracking purchase orders, purchase requests, receiving documents and other associated work products. The application should provide extensive tracking and reporting capabilities, including maintenance and service history, and costs by asset and project. The system must allow multiple departments to operate autonomously. **MaintStar, Inc. - Complies.***

The Work Order is the heart of MaintStar's System and it tracks all Corrective Maintenance (CM) and Preventative Maintenance (PM) activities performed on fleet assets, non-fleet assets, as well as all METRO equipment, systems and subsystems. This extensive tracking enables a complete maintenance and service history to be readily and easily available, including all labor, equipment, parts and materials. Since the Work Order is directly linked to the Inventory and the Purchasing Modules, the inventory status of any required part is instantaneously apparent. Also, reserving that part is easy – it only takes one click of the mouse button. Closing the Work Order actually removes that part from inventory. Furthermore, whenever a part falls below a pre-defined minimum stocking level, an appropriate purchase requisition is automatically generated. It really is just that easy with our System.

MaintStar provides a series of prepared reports which have proven to be very helpful. However, the biggest advantage to METRO will most likely be using MaintStar's Query Module, which allows the user to generate custom reports about any aspect of operations instantly, without the need for any programming experience at all.

MaintStar allows the METRO System Administrator to set up an unlimited number of Users, Groups of Users, Departments, Accounts, Cost Centers, etc. With their own respective rights and privileges, each department can operate autonomously with ease.

The system shall:

*Track and manage vehicle and equipment maintenance programs including preventative maintenance. **MaintStar Complies***

The MaintStar System will allow Metro to track maintenance, including a complete history, for an unlimited number of vehicles and pieces of equipment. Maintenance includes Corrective Maintenance (CM) and Preventative Maintenance (PM) activities.

*Track costs and history for maintenance processes. **MaintStar Complies.***

As mentioned, all costs are tracked for labor, equipment, contractors, third party vendors, parts and materials. Costs are allocated to an unlimited number of accounts and cost centers. Any additional processes can be easily set up and managed as well.

*Manage parts inventories. **MaintStar Complies.***

MaintStar makes it easy for METRO to manage its parts inventory, especially since the Work Order is directly tied to the Inventory and Purchasing modules. Unlike other systems, MaintStar displays the Inventory status right on the Work Order screen. Instead of exiting the Work Order, going to the main menu, then going to the inventory, and then back again, MaintStar gives it all to you with one click of the mouse button.

*Provide Federal Transit Administration (FTA) and National Transit Database (NTD) required information. **MaintStar Complies.***

As long as METRO is collecting this required information, MaintStar will make it readily available and reportable in order to help satisfy FTA and NTD responsibilities.

*Provide automated purchasing capabilities tied to Work Orders. **MaintStar Complies.***

This is easily accomplished since the MaintStar Work Order is directly tied to its Inventory and Purchasing modules. Purchase requisitions are automatically generated when a part falls below a pre-determined minimum inventory stocking level.

*Provide basic budgeting and financial tracking. **MaintStar Complies.***

MaintStar makes it easy to track budget and financial data. METRO will be able to set yearly budget limits for different accounts, by any particular account, for an unlimited number of accounts, and to compare budgeted vs. actual amounts at any time.

*Provide non-vehicle asset tracking. **MaintStar Complies.***

MaintStar provides METRO with the ability to track all assets, vehicle and non-vehicle. This includes all associated labor costs, parts and materials, third party vendors, and equipment.

6.1.2. Facilities Management

*METRO is seeking a Facilities Management System that is capable of generating Work Orders, task tracking for all facilities and bus stop repair, and preventative maintenance activities. **MaintStar, Inc. – Complies.***

For Facilities Management, MaintStar treats bus stops as a non-vehicle asset, and keeps track of all activities regarding that asset, including Inspections, Corrective Maintenance (CM) and Preventative Maintenance (PM). METRO will be able to plan all these activities and track every associated detail.

The system shall:

*Track, manage and generate Work Orders for bus stop maintenance and repair. **MaintStar Complies.***

The Work Order is the heart of the MaintStar System and captures all pertinent information that helps track and manage all bus stop inspection, maintenance and repair activities. As this data is gathered, a bus stop maintenance and repair history is built automatically, and complete reporting is available with just one click of the mouse button.

*Track costs and history for maintenance processes and emergency repairs. **MaintStar Complies.***

Yes, MaintStar tracks costs and history for maintenance processes, including emergency repairs. This is what MaintStar does. However, METRO gets to decide and define the actual processes and repair activities. There is no limitation to the number of assets, or their corresponding processes and activities.

*Manage parts, tools and consumable inventories. **MaintStar Complies.***

MaintStar enables METRO to manage parts, tools and consumable inventories. The Inventory module allows for receiving transactions, issuing transactions, and summary reports for all parts and materials. The System also allows for ad hoc parts acquisition “on the fly.”

*Manage building, building sub-component (A/C, Fire Extinguisher, etc.) maintenance schedules and inventory. **MaintStar Complies.***

MaintStar facilitates management of an unlimited number of facility assets, including all sub-components of that asset. In the case of a building, this would include such sub-systems as electrical, heating ventilation air conditioning (HVAC), etc. Even fire extinguishers can be managed too. Inspection planning and preventive maintenance scheduling are vital functions easily handled by the System. All appropriate inventory items are associated with their respective buildings and building sub-components.

6.1.3. Purchase Requisition/Purchase Order

METRO is seeking an optional purchasing system for agency-wide use that integrates with the other two systems to generate requisitions, allow tracking and paperless approval of requisitions, and create purchase orders.

Note: This is NOT a required element, but if the vendor's software does have a purchasing system it must meet these requirements. If the vendor does not have this system, it is expected that it will support an automated interface with a purchase order system of METRO's choosing in order to achieve continuous parts inventory for Fleet.
MaintStar, Inc. – Complies.

The MaintStar Purchasing Module will allow METRO to accomplish all specified functions electronically, without the need for wasting paper. Purchases can easily be requested and approved via METRO's email system, which will be integrated with the MaintStar System.

The system shall:

*Allow controlled requisition generation in each department. **MaintStar Complies.***

All requisitions are controlled according to METRO's own established procedures. MaintStar is completely flexible and adapts to the way METRO does business, not the other way around. The System allows for departmental controls, as determined by METRO. Approval levels and limits are also part of the control process.

*Support sequential paperless controlled approval by Department Managers, Finance and Purchasing **MaintStar Complies.***

MaintStar allows METRO to include as many layers of approval as necessary. Every step is strictly controlled by the System at the Module, Screen and down to the Field level. Approval limit amounts are also set according to METRO's policies.

*Support multiple purchase order creating from individual requisitions. **MaintStar Complies.***

Individual requisitions often require the creation of multiple purchase orders and MaintStar easily handles the appropriate cost center allocations, include multiple accounts.

*Support receipt tracking and assist support of Continuous Parts Inventory. **MaintStar Complies.***

MaintStar supports receipt tracking and helps support Continuous Parts Inventory, that is, real time determination of total number of parts in stock, number of parts "reserved," number of parts available. Furthermore, the System will automatically generate the appropriate purchase requisitions when the number of parts reaches a pre-determined minimum stocking level.

*Support data export to the ABS financial package. **MaintStar Complies.***

MaintStar will set up an interface to export data to METRO's ABS financial package. Interfaces are a specialty with MaintStar, and integration with the client's financial system is the most commonly implemented request for MaintStar.

16.1.2 Response to Functional and Technical Requirements

- a. Proposer must complete the Systems Functionality and Features Grid.*
- b. For all sections of the Systems Functionality and Features Grid, Proposers may provide any additional information that will assist METRO in understanding and evaluating your response. In addition, Proposers may provide any additional information that will assist METRO in understanding and evaluating your product. Proposers are invited to describe features that come standard with the proposed system that are not included in the list of requirements.*
- c. The Proposer must provide a written, point-by-point response to each requirement in the Scope of Work. The response shall demonstrate how the Proposer will meet the requirements.*

For each paragraph/item, Proposer shall indicate: Comply, Non-Comply, Exception. Exception requires a proposed alternate solution.

- d. Please identify all hardware and software that is required or recommended to run your system, including detailed specifications such as hardware make/model and software version release numbers. For hardware, provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors.*

Hardware Specifications:

HP DL380 G4 Performance Server
Processor 1: Intel Xeon 3.60GHz/800MHz
Processor 2: Intel Xeon 3.60GHz/800MHZ
8 GB RAM
Raid 5 Array Controller
4 HP 300 GB Ultra320 SCSI Hard Drives
HP Proliant Redundant Power Supplies
Embedded dual port gigabit network card
CD-RW/DVD ROM Drive

Microsoft Windows Server 2003 Standard Edition
Microsoft SQL Server 2005 Standard Edition

System Functionality and Features Grid

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REQUIREMENT	ABILITY TO EXECUTE			
	Meets	Does Not Meet	3rd Party	Modification Comments and/or Modification Budget
Meets - The package meets the requirement "out-of-the-box".				
3rd Party - The package is able to meet the requirement with a third-party "bolt-on".				
Modification - The package must be modified to meet the requirement.				
Does Not Meet - The product is not able to meet the requirement.				

General Requirements (for all suites)

1	Support multi-department entity capability under a single database	✓			
2	Integration between same suite modules (i.e. Purchasing to/from Inventory)	✓			
3	Integration between different suites (i.e. Payroll to/from Financials)	✓			
4	Integration with 3rd party applications (i.e. time & attendance, fueling)	✓			
5	Workflow and/or business rule driven capabilities	✓			
6	Comprehensive series of standard reports	✓			
7	Ad-hoc report generation by users & power-users (i.e. QBE - Query By Example & Crystal Reports)	✓			
8	Ability to export data to spreadsheet application for manipulation and analysis	✓			
9	Ability to drill down to detail (i.e. from invoice to requisition)	✓			
10	User documentation provided	✓			
11	Online context sensitive help	✓			

Technical Requirements (for all suites)

1	Operate under Windows W2K/2003	✓			
2	Operate on a server with an Intel based architecture	✓			
3	Operate under Windows W2K /XP	✓			
4	Client/server architecture with client ability to run on Citrix thin-client desktop or browser	✓			
5	Provide GUI interface	✓			
6	Possess OLAP/EIS data warehousing capability integrated with the core package	✓			
7	Able to support a distributed database topology - Three Tier	✓			
8	Support remote system management capability and tools	✓			
9	EDI (Electronic Data Interchange) functionality between vendors and service providers	✓			
10	Remote access capabilities for authorized end-users	✓			

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11	Comprehensive and flexible toolset for enhancements	✓	✓		
12	Comprehensive set of data conversion tools	✓	✓		
13	Integration with Microsoft Office XP (Excel, Word, Access)	✓	✓		
14	Provide menu level security	✓	✓		
15	Provide field level security	✓	✓		
16	Provide security by functional process	✓	✓		
17	Security profiles to group users	✓	✓		

**Functional Requirements - Fleet Maintenance
(Fleet Maintenance Suite)**

1	Ability to manage revenue coaches and non-revenue automobiles, vans and trucks	✓	✓		
2	Ability to manage leased or contracted out vehicles, each with separate budgets	✓	✓		
3	Ability to segregate and maintain 3rd party vehicles	✓	✓		
4	Administration of estimate with auto creation of subsequent work order	✓	✓		
5	Dispatch notification of vehicle availability/non-availability	✓	✓		
6	Mileage tracking	✓	✓		
7	Fluid tracking (fuel, lubrication, oil etc.)	✓	✓		
8	Capability to track and report taxes paid/owed (i.e. fuel)	✓	✓		
9	Interface with FuelForce fuel/fluid management system	✓	✓		
10	Historical cost tracking	✓	✓		
11	Equipment ID tracking	✓	✓		
12	Time and cost capture by employee	✓	✓		
13	Time and cost capture by task	✓	✓		
14	Performance/efficiency tracking and comparison amongst and between vehicle types	✓	✓		
15	Labor and shop productivity analysis	✓	✓		
16	Rent vs. Buy analysis	✓	✓		
17	Rebuild vs. Purchase analysis	✓	✓		
18	Federal/CA reporting requirements (i.e. "Section 15", NTD, CARB, DMV)	✓	✓		
19	Component rebuild	✓	✓		
20	Costs follow a part until installed in a vehicle, then costs assigned to the vehicle	✓	✓		
21	Detailed task/system codes starting at high level (electrical, power, etc.) and working down	✓	✓		
22	Integration with financial applications	✓	✓		
23	Integration with purchasing	✓	✓		
24	Integration with payroll applications	✓	✓		
25	Road call tracking	✓	✓		
26	Track unit downtime	✓	✓		
27	Shop scheduling feature for labor, parts, bays, equipment	✓	✓		
28	Retrofit/Campaign/Project tracking	✓	✓		
29	Accident information tracking (insurance claims administration)	✓	✓		

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30	Integration with Inventory	✓				
31	Wireless Mobile System capabilities for remote work order processing, updates and diagnostics.	✓				
32	Bar coding capabilities to track parts issued to vehicles	✓				
33	Track vehicle license/certifications (i.e. smog)	✓				

Functional Requirements - Preventative Maintenance and Repairs (Fleet Maintenance Suite)						
1	Preventative maintenance scheduling (variable by vehicle type)	✓				
2	Historical maintenance tracking	✓				
3	Ability to capitalize maintenance costs	✓				
4	Ability to create and track work orders	✓				
5	On screen work order processing	✓				
6	Printed work order processing	✓				
7	System assigned work order numbers	✓				
8	Ability for multiple users to edit the same work order	✓				
9	Allow central input (batch) data entry	✓				
10	Allow and track real time data entry	✓				
11	Assign by task type classification w/ option of bulk generation of work orders by class	✓				
12	Ability to combine Preventative Maintenance and corrective work, but retain separate cost centers/codes	✓				
13	Work order assignment by originating department	✓				
14	Process notification for previously worked on component with defined timeframe (i.e. warranty)	✓				
15	Process notification for legal requirements (i.e. alerts from DOT, FTA, etc.)	✓				
16	Integrated on-line repair manuals	✓				
17	Child/Parent subcomponent tracking (I.e. A/C unit - bus)	✓				

Functional Requirements - Warranty Tracking (Fleet Maintenance Suite)						
1	Warranty tracking at component level	✓				
2	Preventative maintenance scheduling (variable by equipment type)	✓				
3	Warranty tracking at vehicle/major assembly level	✓				
4	Warranty tracking by warranty, part, assembly, date, etc.	✓				
5	Claims tracking	✓				

Functional Requirements - Inventory (Financial and/or Fleet Maintenance Suite)						
1	Ability to track both parts and store inventory	✓				

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2	Support for perpetual/continuous parts inventory system	✓			
3	Internal W/O update to continuous inventory	✓			
4	Support multi-level product structure (component assemblies)	✓			
5	Support "Kit" build-up (multiple part numbers assembled under an internal part number)	✓			
6	Associate multiple vendor numbers under an internal part number	✓			
7	Support auto-replenishment of inventory	✓			
8	Assign Min/Max reorder points	✓			
9	Support multiple storage locations (potential mobile service vehicles as well)	✓			
10	Provide parts imaging conversion from OEM electronic Catalogs	✓			
11	Possess workflow capability for part number creation	✓			
12	Bar coding capabilities for stocking and issuing inventory (parts and stores)	✓			
13	Optional methods for inventory management, costing & distribution (i.e. LIFO, FIFO, Last Cost, Average Cost)	✓			Weighted average only at this time.
14	Continue parts distribution during physical inventory process	✓			
15	Parts record/issuing tracking by location, vehicle, and age	✓			
16	Vendor reference notes	✓			
17	User defined part number cross reference to Supplier part number	✓			
18	Vendor ranking or classification system	✓			

Functional Requirements - Work Order Maintenance and Repairs (Facilities Maintenance)					
1	Scheduled and unscheduled maintenance and repair	✓			
2	System assigned work order numbers	✓			
3	Task ID#, description, notes, attachments, pdf, photos	✓			
4	Planned start, planned completion, status	✓			
5	Date last done, date next due, employee assigned	✓			
6	Location, department, task function code, cost attribution	✓			
7	Schedule cycle - daily, weekly, monthly, quarterly, yearly, etc.	✓			
8	Parts used and cost/age	✓			
9	Preventive maintenance by hour meter	✓			
10	Tool and equipment certification and tracking	✓			
11	Component/subcomponent tracking	✓			
Functional Requirements - Work Order Maintenance and Repairs (Bus Stop Maintenance)					
1	Bus Stop ID#	✓			
2	Location by Street and Cross street (1000+)	✓			
3	Multiple routes per bus stop	✓			
4	Inbound/outbound direction	✓			
4	Weekday/weekend schedule	✓			

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5	Scheduled and unscheduled maintenance and repair	✓	✓				
6	Schedule by area, jurisdiction, route, action	✓	✓				
7	Inventory of amenities at bus stop	✓	✓				
Functional Requirements - Site Information (Facilities Maintenance)							
1	Site address, 3-letter code, and APN (assessors parcel no.)	✓	✓				
2	Departments, phone numbers, contact persons	✓	✓				
3	Security system ID#, phone #, response procedure	✓	✓				
4	Fire system ID#, phone#, response procedure	✓	✓				
5	Site maps and room numbers as a .pdf document	✓	✓				
6	Power and breaker schedules	✓	✓				
7	Utility meter #, account #, usage	✓	✓				
8	Lighting and plumbing equipment	✓	✓				
9	Custodial schedule per site	✓	✓				
Functional Requirements - MSDS Information (Facilities Maintenance)							
1	Scan or import all MSDS (Material Safety Data Sheet)	✓	✓				
2	List all sites	✓	✓				
3	Cross referencing	✓	✓				
Functional Requirements - Employee Information (Facilities Maintenance)							
1	Employee #, date of hire, date of appointment	✓	✓				
2	Birth date, address, phone #'s, pager #	✓	✓				
3	Certifications and licenses	✓	✓				
Functional Requirements - Key System (Facilities Maintenance)							
1	District key formula, sub-key formulas, manufacturer	✓	✓				
2	Key ID#, key box #, building, department, door number	✓	✓				
3	Department, asset, description, cost category	✓	✓				
4	Link to employee #	✓	✓				
5	Date issued, returned, lost, replaced, fees	✓	✓				
6	Non-employee key tracking	✓	✓				
Functional Requirements - Work Order Reports (Facilities Maintenance)							
1	Open W. O. by employee, site, task or function, total	✓	✓				
2	Closed W. O. by employee, site, task or function, total	✓	✓				
3	Upcoming W. O. by employee, site, task or function, total	✓	✓				
4	Time spent by W. O., employee, site, task or function	✓	✓				
5	Work orders per time period	✓	✓				
6	Task status	✓	✓				
7	Cost summary per task, employee, site	✓	✓				
8	Budget item cost per site	✓	✓				
Functional Requirements - Bus Stop Reports(Facilities Maintenance)							

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1	By Route, ID#, street and cross street, geo-coordinate	✓				
2	Photos of stop	✓				
3	By supervisory area	✓				
4	By accessibility, by non-accessibility	✓				
5	By inventory action - install, remove, repair, replace, paint	✓				
6	By inventory item - sign, pole, bench, shelter, extension, trashcan, roadway	✓				
7	By inventory reason - damaged, destroyed, new stop, added, deleted, graffiti	✓				
8	PM list of bus stops due for PM with inspection list	✓				
Functional Requirements - Employee Hours Captured (Facilities Maintenance)						
1	Track daily, weekly, monthly, yearly - by employee, task, site	✓				
2	Track paid time off (i.e. annual leave, sick leave)	✓				
3	Track unpaid time off (i.e. leave of absence)	✓				
Functional Requirements - Other Printable Forms (Facilities Maintenance)						
1	Employee Key Issuance	✓				
2	Employee Key Return	✓				
3	Employee Lost Key Re-Issue and Reimbursement	✓				
4	Non-Employee Key Issue	✓				
5	Non-Employee Key Return	✓				
6	Non-Employee Lost Key Re-Issue and Reimbursement	✓				
7	Key Request Form	✓				

There is no third party software required for the solution.

- e. *Please describe how your proposed solution accommodates growth and expansion (i.e. the ability to handle increased users and the ability to expand system features/capabilities).*

MaintStar is scalable. There is no limit to the number of vehicles or assets which can be managed; plus, there is no limit to the number of System users. MaintStar is modular, which means you get what you need, when you need it, like using a set of building blocks. METRO will not outgrow the MaintStar System.

16.1.3 Implementation Plan

- a. *Proposers shall provide a detailed implementation plan describing their approach to installation and configuration of the Fleet Management, Fuel Management systems and if available, the Purchasing system. The implementation plan shall include a detailed timeline. The timeline shall address all tasks and the times/days required for each task, including: software delivery, software configuration, interface specification, development and testing, training, acceptance testing and a payment schedule by phase. The timeline should clearly identify the roles and responsibilities of METRO and the vendor.*

The following is a proposed **Installation and Implementation Training Plan and Schedule** of the MaintStar System for METRO. A project of this scope will undoubtedly require some modifications as it proceeds. However, a foundation of effective communication developed early in the process is absolutely essential to the overall success of the entire effort.

MaintStar Project Managers and the Implementation Team have a long and successful record of providing Implementation services for our software system, and therefore will be leading the process through the steps and stages detailed below. We will be working with METRO staff members during the entire process. We have found through our 25 years of experience that the most successful implementations have certain traits in common: strong leadership and a commitment for success.

There needs to be a Project Manager from METRO, as well as a Project Manager from MaintStar. This METRO Project Manager will be the primary point of contact and should be an individual with a strong vision for the project, and a keen sense of commitment for its success. This individual should command enough authority to make day-to-day decisions as issues arise, with only minimal need for formal approval authority from other management levels.

PROJECT INITIATION

1. Kick Off Meeting

The MaintStar Project Manager will conduct a kick off meeting with the METRO staff to address the following items:

- Review of the project's scope and its deliverables. It is essential that the project be developed with the requirements of the two different operations involved, Fleet and Facilities.
- A discussion will be held with the IT staff to address the following topics: tentative schedule for installation of the MaintStar software on the server and workstations at the various user locations; software licensing issues; and system administrative training.
- Data Conversion and data loading into the MaintStar system.

MaintStar will conduct a classroom-style presentation for the entire implementation team to expose them to the general capabilities of the software, and to initiate development of specific user-defined codes and unique system configurations.

2. Hardware/Software Installation & Configuration

The MaintStar technical crew and METRO IT Staff will conduct the installation jointly. IT personnel will need to accompany MaintStar staff members throughout all installation processes. METRO IT personnel will need to have administrative rights and passwords available in order for the MaintStar technical team to complete the installation on METRO's hardware. MaintStar Technical staff will be training METRO IT staff in all installation and upgrade procedures at this time.

We will create 2 MS SQL Server database instances: One will be a development environment used for testing and training; the second will be the live database for actual use.

Databases will be installed on a corporate server with workstation and Internet access.

E-mail Work Request configuration will be established. MaintStar technical staff will configure the e-mail interface to a fully MAPI compliant e-mail system on your network. (Please note that your system must be 100% MAPI compliant). We strongly suggest Outlook or Exchange. Then profiles will be created and e-mail integration will be tested.

The Web Service will be installed. Installations will be tested for connectivity and functionality. System manuals and other documentation will be delivered at this time.

Development and live environments are now ready.

3. System Configuration

The MaintStar Project Manager will analyze your business processes and procedures. We will need to understand what you do and how you do it. How does work get initiated? How does it progress? What happens when it is completed?

Armed with this knowledge we will then conduct a detailed review of METRO's configuration Setup files in order to optimize the ease of day-to-day data input, as well as to facilitate the generation of daily, monthly, quarterly, and annual reports.

The following is just a small sample of the data structure that will be defined:

1. Cost Centers
2. Vehicle ID system
3. PM tasks, Templates coding
4. Vendors
5. Parts and Materials
6. Work in progress coding
7. Work orders types
8. Custom screens layouts
9. Billing structure
10. And others...

Determination will then be made regarding how to populate data most effectively to existing MaintStar fields and how to name the rich supply of User Definable Fields.

We will then draft a data flow document that will detail the workflow and business rules that will affect the system configuration. All parties will be required to sign this document for acceptance.

4. Work Order Configuration

We will conduct a brief overview of the Work Order entry screens to familiarize you with their functions.

We will then define the Work Order fields, field names, and intended usage.

We will configure Work Tasks and associated hours.

We will rename the User Definable Fields.

We will configure the automatic messaging features.

We will set up Work Status and Failure Codes.

We will help customize screen layout and colorize fields for entry coding.

Once the Work Order screens are defined, all parties will be required to signal approval by signing a Work Order Configuration Document.

5. Data Conversion Routines and Code Development

Data conversion of your existing data is an integral part of this project. We will analyze the data sources that exist and convert as much existing data as possible to the MaintStar System format.

We will ultimately need the following Data Elements:

- Vehicle ID Information
- Vehicle Types
- Work Order Types
- PM Templates and Scheduling information
- Failure Codes
- Work in Progress Codes
- Priority Codes
- Craftsman Data
- Location Codes
- Sub Locations
- Account Codes
- Contractors and Vendors
- Inventory and Materials
- And others...

The MaintStar Project Manager will meet with METRO staff and IT Managers to review the existing data sources. We will need to develop a clear understanding of what data is contained, and how it is structured and used. We will need to have a CD copy of this data in Excel or ASCII format.

From this basis of understanding, we will explore with METRO the various fields in the MaintStar system that relate to the fields in the existing data sources. The MaintStar system is very flexible and also has hundreds of User Definable Fields that can be utilized for various purposes. We will discuss with you the various options, and we will reach a mutual agreement as to the most effective fields for data positioning.

We will define the overall structure of the system, and create the necessary mapping linkage logic for the importation of the data. When this data mapping structure has been defined, we will develop a Data Conversion Document detailing the conversion program. This document will identify the source data fields that will be extracted from the existing data sources, and will associate these fields with the MaintStar software data fields to be populated. Actual conversion of the existing data sources will be done at the MaintStar home office. Technical staff members, who have conducted dozens of data conversion projects, will administer the process.

The conversion process will be done in 3 or more stages.

The initial stage will be a test conversion with a small sampling of data. This test conversion will be sent to you for inspection and discussion. It has been our experience that the initial conversion test will raise some issues, and clarify others. This therefore will result in a revision of the Importation Plan.

A second stage of testing will be done to the data under the new plan. This may prove to be a perfect fit, or may raise additional issues and require another adjustment.

Once consensus is reached, the final conversion will be performed with the full database.

6. METRO's Responsibilities

Specific responsibilities of METRO related to Implementation and data population efforts include the following:

- Researching and compiling existing electronic data sources.
- Providing this data in CD form to MaintStar.
- Scheduling staff time for review of converted data.
- Being available to MaintStar Support Staff via telephone or e-mail regarding data conversion.

7. Interfaces with Legacy Systems

Developing Interfaces with other software systems is an important way to minimize data input time and error, and MaintStar excels at creating such data exchanges. Currently almost every installation and implementation of the MaintStar System involves some type of data integration, or transfer.

At this stage of System Implementation we will discuss in detail your other software systems currently in use and the functionalities that you wish to integrate with maintenance data within MaintStar.

We will determine what data from other systems you will use to update MaintStar's records; and conversely, what MaintStar generated data could be used to update the tables of those systems.

Once agreement is reached, we will define and map the interface parameters. A Data Interface Document will be created clearly defining the interface functionality and data exchange capability. All parties will sign this document for approval.

At this time, our programming staff will need detailed information from your IT department about the various applications, and their data structure. Plus, our programmers will need a sample of the data tables to work with. Our programming staff will then work to develop and test the agreed upon interfaces to your existing systems. In other words, MaintStar will create the appropriate transfer processes to make it all happen efficiently. Then the data routines will be tested and refined until performance is determined to be correct and reliable. The full system will then be tested "under load."

This development will take place at our offices in Irvine, California, in order to move the project forward in the most cost effective manner possible. The rest of our Implementation Team will continue with other aspects of your system configuration.

8. Automated Fuel Interface Configuration

MaintStar has a flexible, configurable interface for the reading of Automated Fueling System files, and for the updating of vehicle meter readings. The System has checking mechanisms built in to help spot potential data errors, and this allows you to make corrections prior to updating the vehicle meter figures. This checking mechanism is an added safeguard used to preserve data integrity.

The interface in MaintStar will need to be configured to read your fuel data file correctly. MaintStar technical personnel will set and test the configuration. We will need the name and storage address of your fuel file generated by your chosen system. Plus, we will need a copy of the file for analysis.

9. Preventive Maintenance Setup

Once the basic set up data has been imported, we can begin the creation of the Preventative Maintenance (PM) schedule. The MaintStar Project Manager or MaintStar trainer will work directly with METRO's Maintenance Supervisor to create a sampling of PM scheduling.

We will:

- Create templates of various service procedures to be done at various meter/calendar intervals.
- Discuss how to assign maintenance staff, parts and contractors to the PM.
- Show how these templates will then be linked to the appropriate assets to be scheduled.

Sample schedules will be produced and signed for approval.

MaintStar will then train your staff in the daily processing of the scheduled services.

10. Inventory Set Up

We will work with you to define Inventory coding and entry criteria. Determination will be made for the following areas:

- Open or Closed Inventory
- Stock ID Structure
- Model Numbering
- Warehouse Locations
- Sub Locations
- Parts Classes
- Vendor Identification

- Alternate Vendor Notation
- Minimum and Maximum Quantities
- Parts Quantity Updating
- Receiving Transactions
- Issuing Transactions

If Inventory Stock data exists in electronic format, we can probably import it for you at this time.

11. Training

We train your personnel on site using a test database of your own data. As we train your primary staff we will focus not only on their own understanding, but how to pass this knowledge on to others. We will note areas to emphasize and also how to explain certain functions very clearly. We recommend dividing the staff into specific user groups that share similar needs regarding System access and functionality. The training will be tailored to meet the specific needs of the respective user groups. Depending on a user's placement into specific groups, an individual user may be attending one or more sessions.

The MaintStar Project Manger will provide training sessions for foreman and operational staff. These sessions can be hands-on workshops, or very casual sessions at various work area locations. We will cover Work Orders, PM scheduling, Automated Fueling System Interfaces, and meter updating. We will cover billing and vehicle information analysis, pre-built reports and custom reports.

We will jointly determine these training session times.

Through this training every effort will be made to familiarize METRO personnel completely with the System's features and capabilities. Maximum beneficial usage of the System by METRO is the goal. An experienced trainer will be provided who will have the responsibility of making sure the end users are:

- Knowledgeable in system functionality relative to daily assignments
- Knowledgeable in standard and customized report capabilities (where appropriate).
- Equipped with hands-on experience during the training process.
- Equipped with personalized one-on-one training in any specific area as needed.

METRO is responsible for providing the following related to these training sessions:

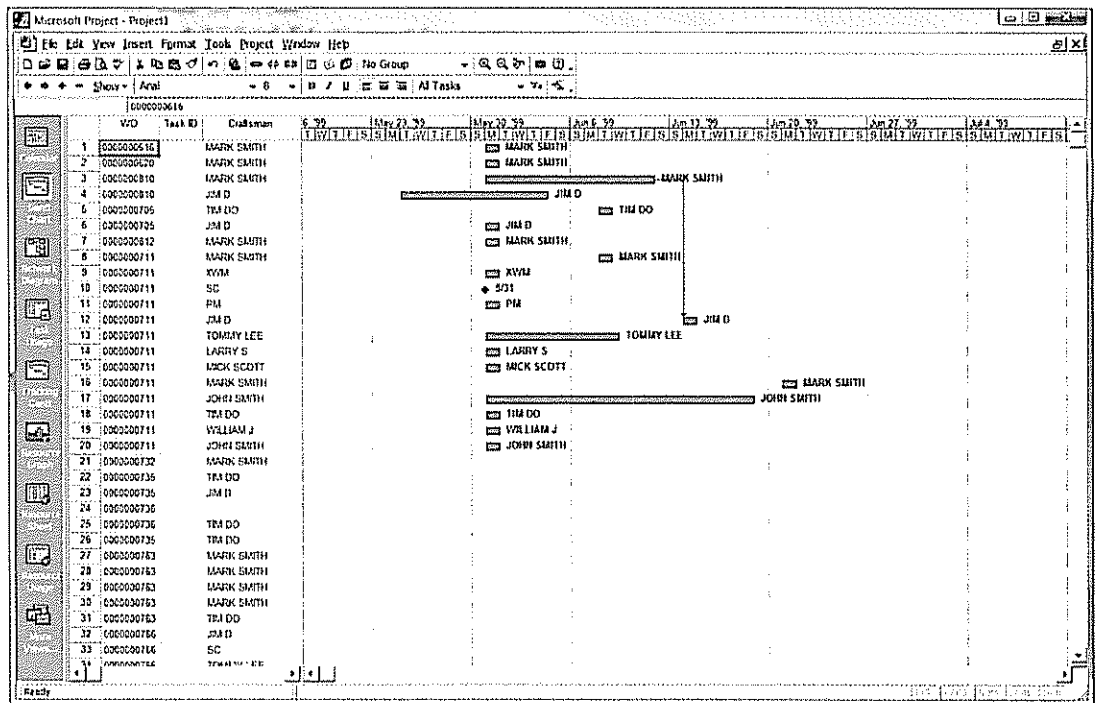
1. Scheduling and preparing facilities for software training sessions and presentations, as well as scheduling appropriate staff to attend these sessions.
2. Providing an LCD projector and other necessary equipment for these sessions.

MaintStar makes extensive use of Microsoft Project and has established a two-way interface to make it easy to schedule and adjust time lines for large tasks and operations.

Description Interface between MaintStar Work Orders and MS Project

- Benefits**
- Manage Work Order Scheduling through MS Project
 - Flexible configuration
 - Transfer Work Orders to the MS Project Interface
 - Assign Craftsman
 - Manage Scheduled Hours
 - Adjust Work Order timings in Project Screen
 - Transfer adjusted work orders back to MaintStar with timings updated from Project screen

Sample Screen shot



- b. *METRO requires that acceptance of the software system occur consistent with an acceptance testing plan mutually agreed to by METRO and the vendor. The acceptance-testing plan shall define a testing procedure and criteria to determine that the software system is operating properly. The acceptance testing plan will test that configuration of the software has been done correctly, and that any software modifications or interfaces with external systems are functioning properly.*

Acceptance of the MaintStar System will be accomplished via a detailed testing plan jointly developed with METRO. Testing procedures will be outlined and criteria will be defined to demonstrate the System is operating properly and to METRO's complete satisfaction. All configurations will necessarily be performed correctly, with the appropriate interfaces in place. Otherwise, the System won't work. Final system testing will now take place "under load." Functionality and performance will be fine tuned, and final approval will be signed by MaintStar and by METRO.

After following the logical and practical Installation and Implementation steps detailed above, it will then be time to "turn the keys over to METRO." The transition will be a smooth one, and your staff will be well trained on a System that is very user friendly.

Your staff will get quick and clear answers to any questions that may arise at the "Go-Live" testing time, or at any time afterwards from our expert technical support staff. You will probably have spoken with them or worked with them already during the installation and implementation process. They will be familiar with your system installation, and be ready to assist with your technical and application questions. Like calling a friend, you will be on a first name basis.

16.1.4 Warranty, Technical Support, Training and Documentation

- a. *The Proposer shall warrant that all software provided under this contract will be free from defects and suitable for the use intended. Please specify in your proposal the warranty period for the software from the date of acceptance of the system by METRO. The warranty period shall begin upon acceptance of the system. METRO policy is not to begin paying annual maintenance until the warranty period has expired.*

MaintStar warrants that all software under this contract will be free from defects and suitable for the use intended for a period of one year from the date of acceptance of the System by METRO. METRO shall begin paying annual maintenance upon expiration of the warranty period.

MaintStar's annual support agreement provides three services:

- On going support for technical issues
- Support for application usage questions after system training
- Annual updates to the system, with further added features functionality and support for new network, server and operating systems.

Our support staff is an exceptional team of technicians and engineers who are all available by phone or e-mail to help you with any MaintStar related issue. They have extensive experience with the System and have been actively involved with our programmers in all phases of development.

Over 90% of our support issues are handled with the first phone call.

Our regular support hours are from 6:00AM to 3:00PM Pacific, Monday through Friday. However, METRO will enjoy expanded hours coverage during the Implementation phase at no additional charge.

The support staff also uses remote control web services to connect to your desktop when necessary. This tool allows us to show you our desktop on your computer in order to demonstrate a function. Or, reversing the process allows us to see your system screen, which is important when we need to look at your data to diagnose a problem in “real time.”

You will find the support you receive for your investment in the MaintStar System is valuable, reliable and readily available. We want to help keep your operation running successfully and smoothly.

- b. *METRO is interested in acquiring technical support. Support may be provided via telephone and email as well as in-person. Proposer should describe alternative levels of support available. Describe how you provide technical support. For example, how would METRO contact you? How are calls handled and routed? What are your escalation procedures?*

The process for obtaining technical support and resolving all technical support issues is the same:

1. Reporting a problem with the software – call 1-800-255-5675 and talk live with a **technician**.
2. Obtaining instruction/clarification on a specific system feature - call 1-800-255-5675 and talk live with a **technician**.
3. Requesting a custom report - call 1-800-255-5675 and talk live with a **technician**.
4. Obtaining professional fleet advice due to changes in the structure or political setting - call 1-800-255-5675 and talk live with MaintStar’s **National Sales Manager**.
5. Obtaining technical assistance in making changes in the system coding to achieve a specific objective - call 1-800-255-5675 and talk live with MaintStar’s **Managing Director**.
6. Requesting and arranging for an increase in user licenses - call 1-800-255-5675 and talk live with MaintStar’s **National Sales Manager**.
7. Requesting additional training or onsite services - call 1-800-255-5675 and talk live with MaintStar’s **National Sales Manager**.
8. How system upgrades and patches are distributed to customers - call 1-800-255-5675 and talk live with MaintStar’s **Technical Engineer**.

- c. *Please indicate how long your company plans to support the current version of your product and any options and what the typical schedule is for release of new software versions. Describe any policies you may have that require customers to stay current with software releases in order to maintain eligibility for the maintenance program.*

MaintStar typically releases a new version of the System once a year – more frequently if needed. Clients are entitled to all updates and new version releases along with and in accordance with their current Annual Support Agreement. MaintStar strongly encourages all clients to install the latest and greatest version of the System in order to obtain maximum benefits of any enhanced functionality. However, updates and upgrades will be performed with MaintStar’s help at METRO’s convenience.

- d. *Proposer must provide the number of persons required to support the system internally and what their daily/monthly/annual responsibilities would be, as applicable.*

Two people are generally required to support the system, an IT person and a project lead person. The IT person is responsible for installing all updates and/or upgrades to the System, and the project lead person handles all the administrative duties, such as adding additional task fields and new users, etc. Once the System is set up properly, it will practically run itself. So, there should be no heavy duty daily or monthly responsibilities on anyone’s part.

However, in METRO’s case, it is probably feasible to have two project leads: one from Fleet and one from Facilities.

To clarify, once METRO is fully operational with MaintStar, only occasional additions and modifications to the System should be necessary. When a new person is hired, information regarding skills, hours, pay, will need to be entered into the System. Likewise, when new work tasks or problem/action definitions are determined, these will need to be entered into the System. Otherwise, it should be smooth sailing all the way.

- e. *Please describe training requirements and services:*

What training is required for the system?

MaintStar recommends 40 hours of initial training for System Administration personnel and End Users.

How do you propose that training be conducted?

MaintStar recommends that this training be conducted onsite in a classroom, instructor-led environment.

Who do you recommend to conduct the training?

MaintStar conducts all training with its own certified employees. We know our System best.

How long are the training programs/classes?

Training classes are typically 8 hour sessions, and are geared to the specific needs of the users and their respective group assignments.

Is any recurring training recommended? If so, please explain.

MaintStar strongly recommends refresher training as needed, which is especially important in order for METRO to continue receiving the maximum benefits from the System. The timing and need of such training is to be determined by joint consultation between METRO and MaintStar.

What other related training is offered?

Specialized and customized training is always available and can be conducted onsite or via the Internet. This has proven to be especially beneficial for clients with complex needs, or multi-departmental concerns.

Is customized training available?

Absolutely.

Is there a cost for regular or customized training? If so, delineate on Price Page. Include a training timeline, and the different phases involved in completing the training.

Initial Regular Training will be conducted onsite over a period of five days. During this time specialized training for System Admin and End User personnel will use actual METRO data in order to make the experiences more meaningful and more useful in facilitating the overall System implementation. Customized training is provided as needed at an additional cost.

f. Please describe the documentation:

What documentation is provided with the proposed solution?

Complete documentation is provided for all users. Plus, the entire System Documentation is available online through the Help Section. Plus, context sensitive help is available throughout the System.

How many copies are provided and in what format?

Initial copies are made available to all initial training attendees; plus, additional copies can be generated at any time via printing from the Help section.

Are updates to the documentation provided?

Yes.

If so, how are the updates provided and how often are they provided?

Documentation updates are provided upon the issuance of System updates, which usually occur about once a year.

If possible, please submit sample pages of training material, user manual, or other documentation.

16.1.5 *Qualifications and Experience*

- a. *Provide a general overview of your company, including statement of finances, number of years in business, corporate headquarter location, type of business, and where you do business. Include an annual report, if available.*

MaintStar Inc. is the original developer and manufacturer of the MaintStar system, which began 25 years ago in 1984 as a DOS based maintenance system. A maintenance manager designed it from a user's perspective, and through a steady evolution of upgrades and new developments from those early days, the System is currently serving the needs of more than 200 Public agencies including:

- Delaware River Port Authority which uses MaintStar to manage the service vehicles for its Betsy Ross, Commodore Barry, and Ben Franklin bridges.
- Clark County Public Utilities uses MaintStar to manage its Fleet Operations.
- Contra Costa and Alameda Counties (Public Works) use the System for Fleet, Highway, Facilities, and Signs.
- Seminole County Florida chose MaintStar to manage its Fleets, Highways, Signs and Signals, and Storm Water assets.
- Imperial County uses MaintStar for Fleet Management.

Our System provides all Fleet Management capabilities as specified in METRO's RFP. In Santa Cruz's own backyard, one client is especially noteworthy to mention again: **Alameda County Public Works Department** has been using the MaintStar System for its **Fleet Operations** since May 2003. Another user is Santa Clara.

MaintStar is currently implementing a Fleet System in Monrovia, the capital of Liberia, Africa.

MaintStar is also currently implementing a Fleet System for the County of Hawaii – 2500 vehicles over multiple departments.

MaintStar is also in the implementation phase of a Fleet System for the Port of Los Angeles.

The system is now in daily use in public and private maintenance organizations worldwide. These public agencies chose MaintStar because:

- It is extremely **easy** for their technicians to use.
- It is **modular** and **cost effective**. You will not outgrow it, as the System can be scaled as needs grow and change.
- It has more **customization** capabilities than any other system on the market today.

MaintStar Inc. is not only responsible for the development of the system, but also for the actual Implementation and Training. We have worked with small organizations and large enterprises, spread over many facilities throughout several cities and states, and covering multiple departments, each with its own unique needs. We will similarly be working with METRO personnel during all phases of System Implementation and Training.

MaintStar Inc. carries no debt whatsoever and enjoys a solid Dunn & Bradstreet Risk Score Rating of “4.” The Corporate Headquarters location is: 28 Hammond, Unit D, Irvine, CA 92618.

Having extensive experience helping municipalities perform the functions outlined in this RFP more easily and efficiently than ever before, MaintStar can manage multiple entities with one database. However, complete control over user security rights and privileges is achieved on 4 levels: System, Module, Screen and Field.

Preventive Maintenance (PM) can be scheduled by fixed date, flexible time period, or metered usage, providing the ability to incorporate routes with a task under a single Work Order to service multiple assets sharing similar requirements. The System also can automatically adjust maintenance schedules to compensate for early or late Preventive Maintenance work accomplishment. The idea of course is to improve vehicle performance through scheduled Preventive Maintenance.

MaintStar can schedule PM services based strictly on a calendar method or on a meter/calendar combination. The Calendar only method bases each service on a pre-determined range of days, weeks, months, or years from one service to the next. Services can be scheduled for several assets in a route, and these services can be pre-scheduled for specific due dates. As the services are scheduled they can be managed and adjusted easily.

Since PM Services can be scheduled on a meter/calendar basis, the System takes into account meter changes, such as odometer readings from your automated fueling system, to help determine when a service is due, such as oil changes and brake inspections that are due every 3,000 miles or 3 months, whichever comes first.

The System enables organizations to manage “tires and fuel,” tracking tire placement and tread wear, as well as fuel and other fluid use.

MaintStar tracks warranty expirations and gives automatic notification when a work order is created for a vehicle that is currently within the covered period.

The System includes a variety of standard pre-configured reports for Work Order and vehicle analysis needs. These reports are available with “just one click of the mouse.” Plus, our Query capability allows users to create fully customized reports to meet specific real time needs without having any programming skills. This included custom report writer is a very handy tool that is significantly easier to use than third party report writers, such as Crystal Reports.

Asset Inventory Screens store a vast amount of detailed, specific information. In addition to the standard asset attributes, such as location, history, warranties, claims, meters and additional information, each Asset Screen contains more than 100 customizable User Definable Fields, which can be named and used for recording specialized information,

MaintStar is all about work management, i.e., tracking all aspects related to work performed on your assets, from installing new equipment to issuing Corrective or Preventive Maintenance Work Orders. Or, Inspections too. This ability to track and manage work requests, allows for better planning and scheduling, thus improving productivity.

The Work Order system can record and track any type of work or service performed on a vehicle (or other asset), and who did the work. The total time for the work will then automatically calculate labor costs using the respective pay rates of the technicians involved. This allows entry of labor hours on a time card, with automatic posting to a Work Order. Any outside contractors will be identified, and corresponding material and labor charges will also be recorded. Parts and materials used will be identified and their costs recorded. If the parts were reserved from inventory, MaintStar will adjust the actual stock levels when the Work Order is closed. The system will schedule PM services and generate an alert when such services are due.

Standard, pre-configured reports help management to analyze this vast array of data. Plus, the Query Module allows METRO staff to build custom reports “on the fly” for even more in-depth, custom analysis.

The MaintStar Billing System creates invoices to bill internal and external customers and can be configured to add various mark-up charges to your actual internal costs.

- b. Are you currently, or have you ever, been involved in litigation, bankruptcy proceedings, reorganization, etc.? If so, please describe your involvement in these.*

MaintStar, Inc. has never been involved in any litigation, bankruptcy proceedings, or reorganizations, etc.

- c. State your principal place of business and the location from which your staff will be traveling to Santa Cruz.*

MaintStar, Inc. is located at 28 Hammond, Unit D, Irvine, CA 92618. This is the headquarters location and will be the primary location from which our staff will be traveling to Santa Cruz.

- d. Summarize your experience in performing work similar to that outlined in this RFP. Provide a minimum of three (3) references for which you have provided similar services. Please include organization name, size of organization, address, phone, email, and a contact person. References to other public sector agencies, particularly municipal governments, are preferred. Please indicate when your system was installed at these reference locations.

CURRENT REFERENCES

Company Name:	Delaware River Port Authority
Address:	One Port Center, 2 Riverside Drive
City, State, Zip Code:	Camden, NJ 08101
Contact Person:	Shawn Powell
Telephone Number:	856-968-2015
Service Provided:	Fleet Vehicle Maintenance & Management
Dates/Type of Service:	11/02

Company Name:	Clark County Public Utilities Fleet Services
Address:	4700 NE 78 th Street
City, State, Zip Code:	Vancouver, WA 98665
Contact Person:	Paul Chamberlain
Telephone Number:	360-992-8804
Service Provided:	Fleet Vehicle Maintenance & Management
Dates/Type of Service:	05/01

Company Name:	Imperial County Garage
Address:	1414 State Street
City, State, Zip Code:	El Centro, CA 92243
Contact Person:	Hector Baca
Telephone Number:	760-336-2270
Service Provided:	Fleet Vehicle Maintenance & Management
Dates/Type of Service:	09/02

- e. *Specifically, include the number of public transportation customers utilizing your application for the management of bus transit rolling stock and when installation was complete. Provide a minimum of three (3) references in these customers.*

CURRENT REFERENCES

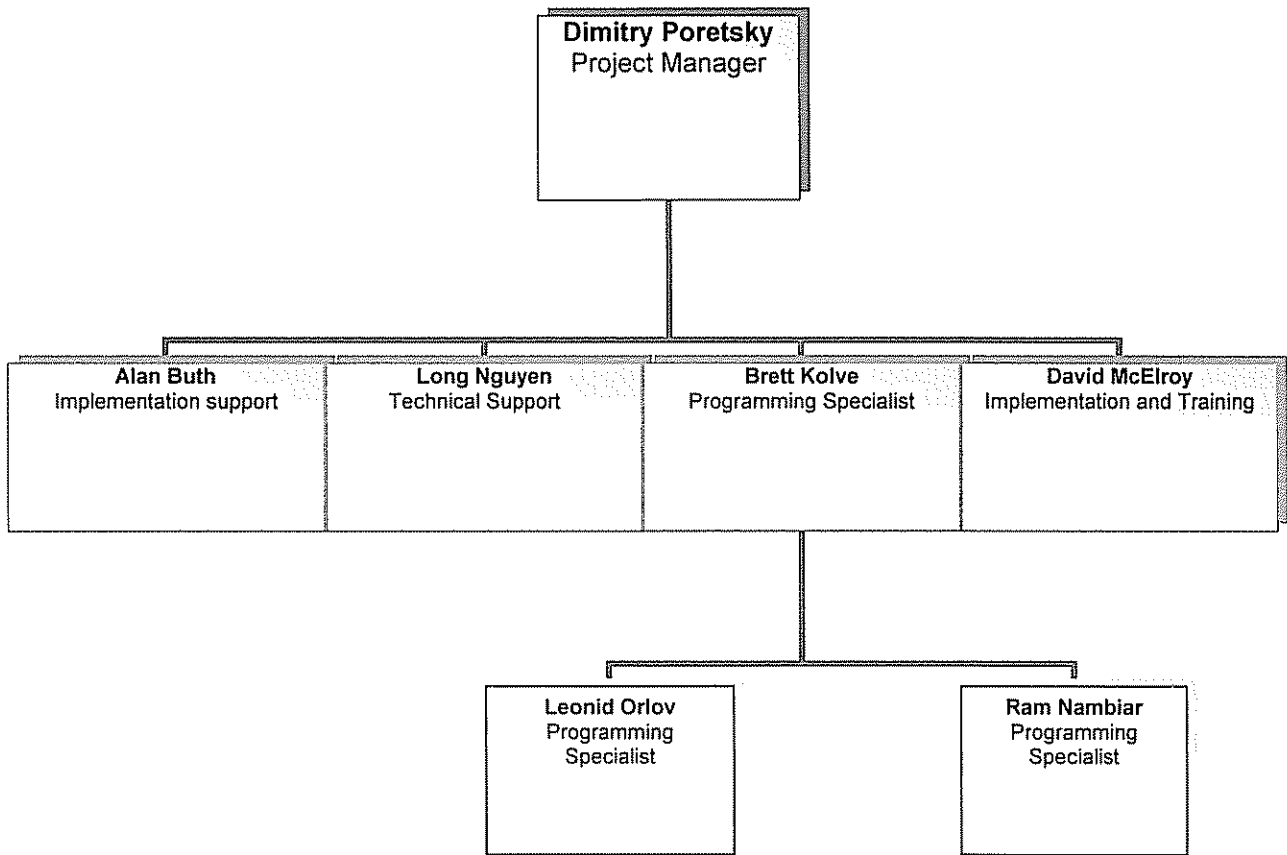
Company Name:	City of Augusta – Transit Department
Address:	530 Green Street, Annex 101
City, State, Zip Code:	Augusta, GA 30911
Contact Person:	Beatrice Maxwell
Telephone Number:	706-821-1745
Service Provided:	Fleet Vehicle Maintenance & Management
Dates/Type of Service:	11/99

Company Name:	City of Timmins – Transit Department
Address:	220 Algonquin Blvd. E.
City, State, Zip Code:	Timmins, Ontario, Canada
Contact Person:	Jerry St. Pierre
Telephone Number:	705-360-2600
Service Provided:	Fleet Vehicle Maintenance & Management
Dates/Type of Service:	8/02

Company Name:	City of Pleasanton
Address:	3333 Busch Road
City, State, Zip Code:	Pleasanton, CA 94566
Contact Person:	Daniel Smith
Telephone Number:	925-931-5509
Service Provided:	Entire Municipal Infrastructure, including Fleet Maintenance & Management
Dates/Type of Service:	1/02

- f. Provide a listing of key personnel who will be assigned to the METRO project. Include their title within your organization and a description of the type of work they would perform.

MaintStar Personnel Scheduled For the METRO Project



The MaintStar staff members who will be instrumental in completing this project are:

Dimitry Poretsky – Project Manager

Mr. Poretsky has over 25 years experience in implementing Computerized Maintenance Management Systems (CMMS). He has personally implemented over 200 systems and is extremely well qualified to manage this project. Mr. Poretsky holds an MS degree in EE, and will be ultimately responsible for the successful completion of this project. Dp1@maintstar.com

Alan Buth – Implementation Support Services

Mr. Buth is in charge of our Systems Support Department and will be coordinating all support activities, as well as customer relations. Mr. booth has supervised hundreds of hardware and software installations, and will be providing installation and assignment, both at the customer location and in the MaintStar Offices. alan@maintstar.com

David McElroy - Implementation Engineer

Mr. McElroy holds an MBA degree and has over 14 years of extensive system experience. He will assist in implementation and training. Mr. McElroy excels at one-on-one training, as well as group training. He has supervised installations and conducted training for MaintStar clients during the last 10 years. david@maintstar.com

Leonid Orlov - Programming Specialist

Mr. Orlov has over 12 years of programming experience, and will provide the necessary system customization, data conversion and any required interfaces. He has a Degree from the Polytechnic Institute in Russia, and his experience includes 9 years in Power Builder development and 2 years experience in Dot Net. Mr. Orlov is proficient in working with Sybase, MS SQL Server, and Oracle databases. All of his work on the project will be done in the MaintStar offices. leonid@maintstar.com

Ram Nambiar - Programming Specialist

Mr. Nambiar has over 10 years of programming experience in PowerBuilder development and 3 years in Dot Net. He will provide additional work on system customization, data conversion and any required interfaces. His background includes development expertise in large and small-scale projects. ram@maintstar.com

Long Nguyen - Technical Support

Mr. Nguyen is a network and customer support specialist, having extensive experience in data conversion and data importation work. He has a BS degree in Computer Science, specializing in Programming Methodology, and has more than 15 years computer experience. He

is a great addition to our support staff, and will assist in project implementation and data conversion. long@maintstar.com

Brett Kolve - Programming Specialist

Mr. Kolve graduated from Oregon State University in 1983 with a Bachelor of Science degree in Computer Science (BSCS). He has 25 years experience in application design and database design across a broad range of fields. For the last 10 years he has focused exclusively on designing applications and application frameworks using Object Oriented Design concepts. He has worked on application projects for small software companies as well as large Fortune 500 enterprises. brett@maintstar.com

All persons listed above have the same address: 28 Hammond, Unit D, Irvine, CA 92618.
All persons listed above have the same telephone number: 949-458-7560. All have the same fax number: 949-459-7626.

Respective emails are listed.

The key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without METRO's prior approval.

- g. Submit a resume and a reference for each individual (contractor and/or subcontractor) proposed to do work under this contract. Resumes shall describe the individual's credentials, background, and relevant experience, such as the number of systems the individual has installed.*

There will be no subcontractors employed by MaintStar, Inc. for this project.

16.1.6 Price

- a. Proposers shall submit prices in accordance with the Price Page included herein. Additional information may be provided through an attachment. Pricing will be evaluated bases upon the Grand Total.*
- b. Please describe the pricing structure of your proposed system, your licensing price model, e.g., per named user, per site, per concurrent user, and Internet licensing.*

Price Page – Price Proposal Sheet

The Proposer shall present all pricing information in this section. This Price Proposal Sheet represents METRO’s official request for price quotation and MUST be completed by the Proposer. The cost proposal below shall include all work necessary to effectively conduct and complete the Scope of Services. The costs stated herein must be a firm fee that includes ALL necessary costs including, but not limited to: labor, installation, materials, overhead, administrative charges, taxes, profit, insurance and any other expenses associated with the system or required services. Proposers must attach an itemized breakdown of all proposed goods and services. Where applicable, the breakdown should state the quantity, make/model, and days/hours of all required items/tasks.

Item#	Item	Proposal Cost
1	Fleet Management Application	\$ 65,000
2	Facilities Management Application (if separately priced)	Included
3	Purchase Requisition/Purchase Order System (if available)	\$ 10,000
4	System Setup/Configuration	\$ 25,000
5	Data Conversion and Migration (Fleet Mate)	\$ 15,000
6	Data Conversion and Migration (Facilities)	\$ 15,000
7	Data Conversion and Migration (Purchasing)	\$ 15,000
8	Training and Documentation (5 days, expenses included)	\$ 15,000
9	Interface to Fuel Force	\$ 5,000
10	Interface Purchasing Activity Information	\$ 15,000
11	Technical Support and Licensing	
	Year 1	\$ 19,500
	Year 2	\$ 20,377
	Year 3	\$ 21,294
	Year 4	\$ 22,252
	Year 5	\$ 23,253
12	Other (please specify) Mobile Devices (each \$499.99)	\$ 500
Grand Total		\$287,176

The costs of interfaces are preliminary estimates and may vary depending on specifications for data conversion. Data is to be provided in Excel or ASCII formats.

Appendix A Non-Proprietary Hardware

For Mobile Devices MaintStar recommends laptops with at least a 14 inch screen size, equipped with wireless air cards, and having a screen resolution of 1024x768, or greater.

The HP Laptop model G50-235DX comes with an Intel Pentium Dual-Core Processor T4200, and with Wireless-G connectivity. It includes 3GB DDR2 Memory, 16 inch TFT-LCD widescreen display, 320GB SATA hard drive, 10/100Base-T Mbps Ethernet LAN with RJ-45 connector. It weighs only 6.6 lbs and has good battery life. The street price is **\$499.99**

With METRO's staff size, it is feasible that 10 of these devices should suffice for field operations.

Appendix B Consulting Services Per Hour

MaintStar's "non-profit" consulting rate is \$150.00 per hour. Dimitry Poretsky, our Managing Director with 25 years experience, will spearhead any consulting work required by METRO. He will bring in David McElroy, Engineer and Implementation Specialist, as necessary, at no additional charge.

Usually MaintStar will be involved in work flow and process analysis, or extensive and unusual data conversion situations. However, it appears METRO has a clear handle on its work flow and processes, and if the RFP has accurately stated the data conversion requirements, there should not be a need for much additional consulting work.

Appendix C Screen Shots

Detailed description of the modules included in this proposal

Setup

Description MaintStar set up module is the entry point for all data about your operation. This data is the essential basis for all other functions and features of the system

- Benefits**
- Data entry tables available for easy entry and quick updating.
 - Highly customizable screens with ability to:
 - Re-name existing fields
 - Utilize “User definable fields” for specific purposes
 - Record additional data about assets for inventory reference
 - Data can be imported directly into database
 - All set-up data can be reported on
 - Displays bill of material list, automatically created as parts and materials are used for repair

Sample
Screen shot

The screenshot shows the 'Vehicle Information Setup' screen in the MaintStar software. The window title is 'MaintStar - Master Setup Menu - [Vehicle Information Setup]'. The interface includes a menu bar (Menu, Main Menu, Printer, Window, Help) and a toolbar. Below the menu is a navigation bar with tabs: Vehicle, Misc. Tracking, U.D.F. by Type, Parts, SubSystem, Address, and Rental/Service. The main content area is divided into several sections:

- Vehicle Information:**
 - Vehicle: GMC-2005-3AXL-LIC-H1157240
 - Description: GMC TRUCK
 - Account No: 155
 - Location: LOT5, Subloc: AREA2
 - Customer ID: BENDER
- Type and Scheduling:**
 - Type: GMC
 - PM: Calendar, Meter:Calendar
 - Current Meter: 145000
 - Meter Type: [Dropdown]
- System Warranty:**
 - Start Date: 11/08/05
 - Warning: 00/00/00
 - Expiration: 08/22/07
 - Org Value: 25,000.00
 - Salvage: 5,000.00
 - Ttl Periods: 60
 - Cur Period: 60
 - Depreciation: 333.33
 - Current Value: 5,000.00
 - P/O No.:
 - P/O Date: 00/00/00
- User Definable Fields (UDF):**
 - Make: CCV 34861103234
 - Model: RF-321Q45-G
 - Vin: J40-UVR900YUHU12
 - Ljc. Plate: RTR-Y89
 - Sys UDF5, Sys UDF6, Sys UDF7, Sys UDF8, Sys UDF9: [Empty fields]
- Cost and Hours:**
 - Cost: 500.00
 - Daily Standard Hours: 0
- Work Group and Calendar:**
 - Work Group: [Dropdown]
 - Sys Num1, Sys Num2, Sys Num3, Sys Num4: [Empty fields]
 - Cal Dept: [Dropdown]
 - Sys Date1, Sys Date2: 00/00/00
 - Mater Frac: [Empty field]

A callout box with a speech bubble points to the UDF fields, containing the text: "User definable fields can be re-named and used to track asset data."

At the bottom of the screen, there is a 'Warning/Instruction Note to Work Orders' section and a 'Ready' status indicator. The Windows taskbar at the very bottom shows the Start button and several open applications: Internet Explorer, EarthLink Tools, Microsoft Word, and a system tray with the time 5:52 PM.

Setup
 Additional
 screen shot

MaintStar - Master Setup Menu

Menu MainMenu Printer Window Help

Vehicle ID Information Setup

Vehicle ID Misc. Tracking U.D.F. by Type Parts SubSystem Address Rental/Service

Vehicle GMC-1988-LANL-J123476 Type GMC

WEIGHT	TRANSMISSION	DEALER	UDF81	purchased
2 ton	6 speed automatic	Hollins	.00	01/01/07
SHOP	DRIVER	UDF6	UDF82	UDF92
Upper Valley	Jones	UDF9	UDF83	00000000
UDF7	UDF8	UDF12	.00	
UDF10	UDF11	UDF15		
UDF13	UDF14	UDF18	UDF86	.00
UDF16	UDF17	UDF21	UDF87	.00
UDF19	UDF20	UDF24	UDF88	.00
UDF22	UDF23	UDF27	UDF89	.00
UDF25	UDF26	UDF30	UDF90	.00
UDF28	UDF29	UDF33	UDF34	
UDF31	UDF32	UDF37	UDF36	
UDF35	UDF36	UDF41	UDF42	
UDF39	UDF40			

Ready

116 user definable fields available to record asset attributes and information. Each "asset type" can have a unique configuration of fields, in this example for a building, we have a place to record year built and square footage etc.

Work Orders

Description Creation and control of corrective (reactive) work orders. Creation and control preventative maintenance scheduling

Benefits

- Quick and easy entry
- Automatic messaging, which alerts to duplicate work, repeated failures, repairs under warranty, metered pm due, "sticky notes" left for viewing.
- Visual calendar of services with drag and drop control
- Wide range of controls for pm scheduling. Calendar, meter/calendar based, fixed or floating schedule, etc.
- Craftsman time traceable in assigned and actual hours
- History of work for asset viewable directly from entry screen
- Quick and easy record location
- Automatically builds bill of material list
- Work order Status Log creation with date and time stamp
- Multi-tasking work orders can have multiple assets on the same work order

Sample Screen shot

PM Scheduling

Description Scheduling of preventative maintenance (proactive work)

Benefits

- Quick and easy entry
- Can be set for Calendar based scheduling, or Meter/Calendar (which ever comes first)
- Wide range of controls for scheduling such as fixed schedule, or floating schedule
- Includes duplicate function for quick creation of multiple schedules.
- Can pre assign craftsman, parts, or outside contractors
- Allows flexible control if the issuing of scheduled work
- Allows pre scheduling of single events (non cyclical)
- Can automatically print attached files and documents such as schematic diagrams, or special instructions
- Variety of printed formats available (custom designs available as well)
- Visual calendar of schedules work with drag and drop control

Sample Screen shot

The screenshot displays the 'WorkOrder Calendar' application. At the top, it shows the current month as 'Jul-2008'. The main area is a calendar grid with columns for days of the week (Sun to Sat) and rows for dates. Each date cell contains a small table of work order details, including work order numbers, times, and system/equipment identifiers. A large curved arrow points from the 16th to the 17th, indicating a drag-and-drop scheduling action. On the right side, there is a control panel with buttons for 'Retrieve', 'Save', 'Print Screen', 'Print W/O List', 'Hilite to Print', 'MS Batch Issue', and 'Exit'. Below the calendar, there is a 'W/O List' section for 'Jul-16-2008' showing a table with columns for WorkOrder, Assign, Priority, System/Equip, Issued, and Brief Task. The list contains one entry: WorkOrder 000002760, Assign 1.00, Priority 2, System/Equip MSVEH-1, Issued 07/16/08, and Brief Task 'Fire Truck 30 day PM... inspect water column, gauge glass, and...'. A 'W/O Deletion Box' is also visible at the bottom right.

WorkOrder	Assign	Priority	System/Equip	Issued	Brief Task
000002760	1.00	2	MSVEH-1	07/16/08	Fire Truck 30 day PM... inspect water column, gauge glass, and

Outside Contractors

Description Outside contractor services tracked on work order separately from internal labor and materials

Benefits

- Quick and easy entry
- Can entered directly into work order
- Costs for labor and materials become part of work order history
- Can include task code
- Can be allocated to separate account code (cost center) if needed
- Costs are reported in separate tabulation in reports
- Can be notated by billing code if needed
- Has ability to reference invoice number from service billing
- Allows multiple entries

Sample Screen shot

Entry screen

No.	Vendor/Contractor	Rate Code	Hr: min	Labor	Material	Labor Task	Repair Type	Date	Account No.	Cn
1	ALONTECH A		0 0	\$345.00	\$250.00			06/19/06		
Total:				\$345.00	\$250.00					\$595.00

Sample Screen shot Report

Date: 10/29/2002
Page 1 of 1
Closed WO's Only
From: 01/01/1994 To: 10/28/2002

System/Equip.	SubSys	Iss/Closed	W/O Number	Ttl Hrs	Contract	Misc.	Ttl Labor	Material	Ttl WO Cost
TR001	PUMP	12/03/1995	0000000601	22.2	\$1,503.00	\$55.00	\$530.45	\$34.12	\$2,122.57
Location: BLDG1		SubLoc	349L	Opt 1	APPROVED	Num Opt	0	Cost:	\$0.00
Account No		06-239-3310		Dn Time	1.00	Meter	2		
Failure: DEAD		EQUIP WILL NOT FUNCTION							

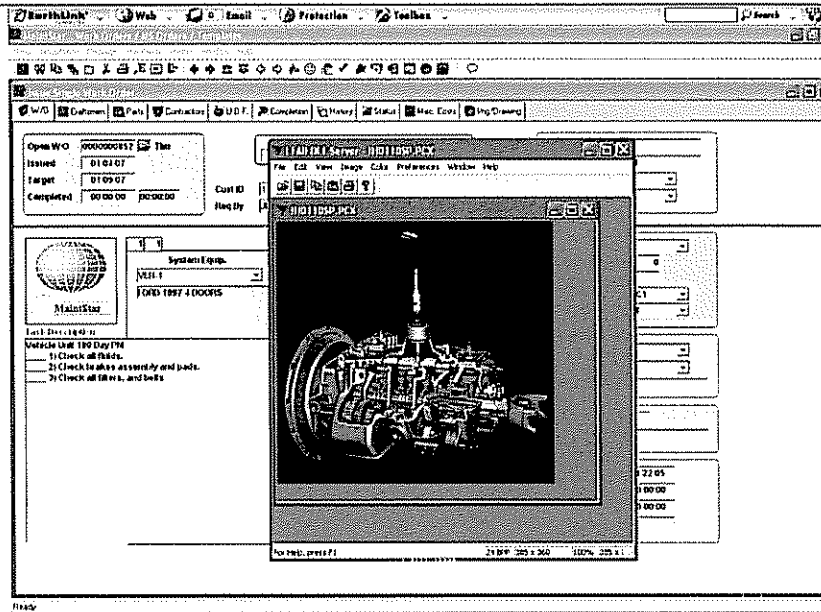
Images and document linkage to assets and work orders

Description Create an electronic on-line library of external files.

Benefits

- Information at your finger-tips when you need it
- Use for
 - Asset identification,
 - Historical record of damages,
 - Useful for insurance and liability records
 - Manufactured manual
 - Associated reports and documents
- Files can be viewed on screen or printed
- Files can be set to automatically print when work order is printed
- Accommodates wide variety of file formats
 - JPG
 - BMP
 - WORD
 - Excel
 - PDF
 - GIF
 - TIFF...and others
- Comes with powerful graphic viewer
- Flexible linkage. Can associate the linked file to and asset, location, repair template, part
- Can be accessed from multiple areas of the system

Sample Screen shot



Inventory Control

Description Track and control parts, materials and commodity storage and usage.

- Benefits**
- Links to work order and purchasing modules for seamless integration.
 - Choice of functionality
 - Open inventory – Work order adjusts inventory count at time of closing
 - Closed inventory – Separate issuing transaction adjusts inventory count
 - Reserves part at time of assignment on work order
 - Tracks Parts at multiple storage locations
 - Will track same part at multiple locations
 - Accommodates designation of primary vendor and model number, and also alternate vendors and their model numbers for the same part.
 - Tracks weighted average cost as new shipments are received
 - Automatically records part usage to a specific asset

Sample Screen shot

The screenshot shows a software interface for inventory management. The main form displays the following information:

- Stock Number:** 384388
- Class:** REPAIRING
- Brand:** JANIT
- Model Number:** 7377164444
- Unit Name:** EA
- Average Cost:** 34.1799
- Warehouse:** STORE-1
- Location in Warehouse:** ROWA, 04117-4
- Inventory Levels:**
 - Total Qty: 48.00
 - Reserved: 18.00
 - Available: 34.00
- Vendor:** ALLIED ELECTRONICS COMPANY, 1734 SOUTH MIDDLE STREET, MILWAUKEE, WI 53206
- Leadtime:** 18 days
- Min/Max:** Minimum 18.00, Maximum 100.00

At the bottom, there is a table showing inventory locations:

INV LCP1	INV LCP2	INV LCP3	INV LCP4	INV LCP5	INV LCP6
00	00	00	00	00	00
00	00	00	00	00	00
00	00	00	00	00	00

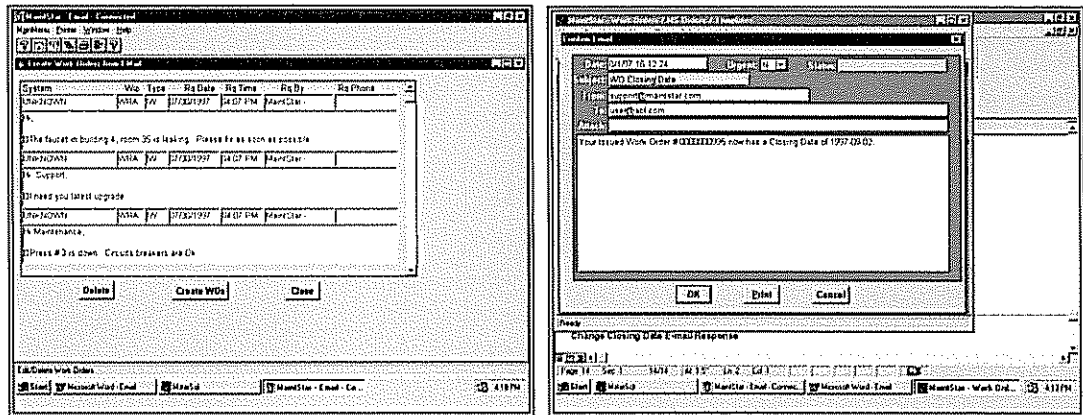
E Mail Interface

Description Work Order requests initiated through e-mail.

Benefits

- Integrates through MAPI compliant e-mail system. (Outlook or Exchange)
- Works with dedicated e-mail address
- Allows emails to be viewed and then selectively chosen for work orders
- Automatically assigns work order number and carries over request date, requestor name and statement of request into work order without re typing
- Sends confirmation e-mails back to requestor automatically when
 - Work request is accepted
 - Target date is changed
 - Work is completed

Sample Screen shot



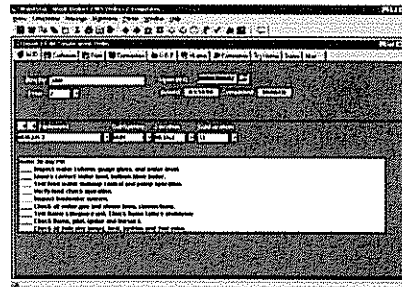
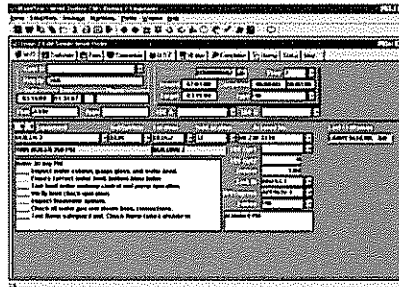
Screens Customization

Description Screen and report customization toolbox

Benefits

- Allows you to make customization to your systems screens yourself at no additional cost that would typically be custom programming
- Change
- Field Labels
- Field positions on screen
- Hide or show fields for everyone or selectively by user
- Allow individual fields to be view only or editable for everyone or selectively by user
- Colorize fields for identification, or assignment to different personnel for entry

Sample Screen shot

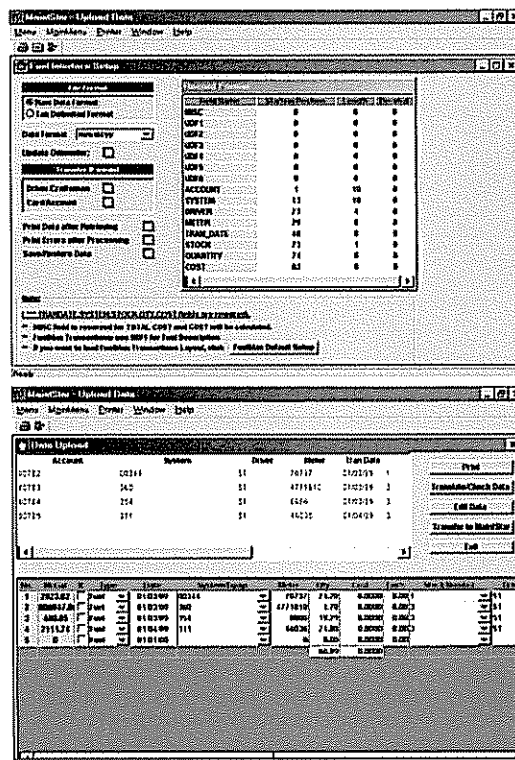


Fuel Tracking and Fuel Interface

Description Integration to automated fueling system. Automates the updating of vehicle odometer readings used to trigger preventative maintenance work orders.

- Benefits**
- Flexible configuration allowing integration to automated fueling system
 - Transfer information captured in fueling system to MaintStar.
 - Driver Id
 - Vehicle Id
 - Date of transaction
 - Fuel type
 - Fuel quantity
 - Odometer reading etc...
 - Validate for errors in data
 - Check mile per gallon calculation against pre determined range for each vehicle
 - Flag transaction records that result in MPG outside of pre determined range
 - Allow suspicious transactions to be edited before updating odometer

Sample Screen shot



Fleet and Tire

Description Specialized functionality for fleet operations.

Benefits

- Fuel and other fluid use can be posted to vehicles (manual entry, if not using an automated fueling interface)
- Record information on tire usage
 - Use and positioning on vehicle
 - Record tread wear
 - Record Re-capping information
- Variety of pre built reports
 - Meter transaction history
 - Equipment meter cost summary
 - Fleet maintenance cost
 - Report by vehicle
 - Due re-cap
 - The receiving transaction

Sample Screen shot

The screenshot shows a window titled "Meter Transactions History Report" with a menu bar (Menu, SetupMenu, MgrMenu, Printer, Window, Help) and a toolbar. The report content is as follows:

Meter Transactions History Report									
From: 01/01/99 To: 07/26/05									
Vehicle	Meter	Date	Tran No	Stock Number	Qty	Cost	Tax Amt	Total Cost	
BULLDOZER	54814	01/15/03	0000001063	GAS	35.00	1.0000	\$0.00	\$35.00	
	54864	01/16/03	0000001064	GAS	100.00	1.0000	\$0.00	\$100.00	
Fuel - Sub Total	Total M/Hrs				Total Qty	Avg Cost	Total Tax	Total Cost	
Cost/Mil: \$2.7000	50				135.00	1.0000	\$0.00	\$135.00	
Miles/Gal: 0.5000									
BUS1	46000	01/29/99	0000000184	GAS	30.00	1.0000	\$0.00	\$30.00	
Fuel - Sub Total	Total M/Hrs				Total Qty	Avg Cost	Total Tax	Total Cost	
Cost/Mil: \$	0				30.00	1.0000	\$0.00	\$30.00	
Miles/Gal:									
VEH-95	0	04/05/99	0000001045	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	04/10/99	0000001046	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	04/12/99	0000001022	DIESEL	50.00	1.4500	\$0.00	\$72.50	
	0	04/15/99	0000001047	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	04/19/99	0000001023	DIESEL	50.00	1.4500	\$0.00	\$72.50	
	0	04/29/99	0000001048	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	04/30/99	0000001024	DIESEL	50.00	1.4500	\$0.00	\$72.50	
	0	01/01/99	0000001012	DIESEL	50.00	1.3400	\$0.00	\$67.00	
	0	01/01/99	0000001025	GAS-DIESEL	84.00	1.2300	\$0.00	\$103.32	
	0	01/01/99	0000001049	GAS-DIESEL	240.00	1.4900	\$0.00	\$357.60	
	0	01/10/99	0000001013	DIESEL	49.10	1.3300	\$0.00	\$65.30	
	0	01/10/99	0000001026	GAS-DIESEL	84.00	1.4500	\$0.00	\$121.80	
	0	01/15/99	0000001027	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	01/20/99	0000001014	DIESEL	50.00	1.3400	\$0.00	\$67.00	
	0	01/20/99	0000001028	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	01/25/99	0000001029	GAS-DIESEL	84.00	1.4900	\$0.00	\$125.16	
	0	01/30/99	0000001015	DIESEL	46.00	1.4500	\$0.00	\$66.70	

EXHIBIT - C

Price Page – Price Proposal Sheet

The Proposer shall present all pricing information in this section. This Price Proposal Sheet represents METRO's official request for price quotation and MUST be completed by the Proposer. The cost proposal below shall include all work necessary to effectively conduct and complete the Scope of Services. The costs stated herein must be a firm fee that includes ALL necessary costs including, but not limited to: labor, installation, materials, overhead, administrative charges, taxes, profit, insurance and any other expenses associated with the system or required services. Proposers must attach an itemized breakdown of all proposed goods and services. Where applicable, the breakdown should state the quantity, make/model, and days/hours of all required items/tasks.

<u>Item#</u>	<u>Item</u>	<u>Proposal</u>
1	Fleet Management Application	\$ 65,000
2	Facilities Management Application (if separately priced)	Included
3	Bar Coding – Fleet & Facilities Parts Inventory	\$ 15,000
4	System Setup/Configuration	\$ 25,000
5	Data Conversion and Migration (Fleet Mate)	\$ 15,000
6	Data Conversion and Migration (Facilities)	\$ 15,000
7	Training and Documentation (5 days, expenses included)	\$ 15,000
8	Interface to Fuel Force	\$ 5,000
9	Interface Purchasing Activity Information	\$ 15,000
10	Technical Support and Licensing	
	Year 1	\$ 19,500
	Year 2	\$ 20,377
	Year 3	\$ 21,294
	Year 4	\$ 22,252
	Year 5	\$ 23,253
11	Other (please specify) Mobile Devices (each \$499.99)	\$ 500
12	Other (please specify) Bar Coding Devices (each \$1397.90)	\$ 1,398

Grand Total \$278,574

The costs of interfaces are preliminary estimates and may vary depending on specifications for data conversion. Data is to be provided in Excel or ASCII formats.

Appendix A Non-Proprietary Hardware

1. For Mobile Devices MaintStar recommends laptops with at least a 14 inch screen size, equipped with wireless air cards, and having a screen resolution of 1024x768, or greater.

The HP Laptop model G50-235DX comes with an Intel Pentium Dual-Core Processor T4200, and with Wireless-G connectivity. It includes 3GB DDR2 Memory, 16 inch TFT-LCD widescreen display, 320GB SATA hard drive, 10/100Base-T Mbps Ethernet LAN with RJ-45 connector. It weighs only 6.6 lbs and has good battery life. The street price is **\$499.99**

With METRO's staff size, it is feasible that 10 of these devices should suffice for field operations.

2. For Bar Coding Devices, MaintStar recommends the Symbol by Motorola.

Symbol MC 3090-G Mobile Computer

MC3090G-IC38H00GER

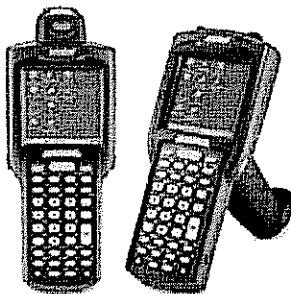


Image may differ from actual product.



MC3090G-IC38H00GER - Symbol MC3090 Mobile Computer

Delivers 802.11a/b/g capability, improved WLAN Security options and a pistol-grip form factor.

The Symbol MC3090 series builds upon the success of the MC30000 series by delivering 802.11a/b/g capability, improved WLAN Security options, the latest CE NET operating system and the introduction of a new form factor for this family - the MC3090 G, with integrated trigger handle. The MC3090 features a 320x320 resolution, a standard 1D laser scanner or 2D imager, integrated 28, 38 and 48 key keypads and a 16.2 watt-hours smart Lithium-ion battery. The MC3090 is also rated for toughness - able to withstand 4' drops and over 500 1/2-meter tumbles. The Symbol MC3090 is ideal for both simple retail use and demanding industrial applications.

Symbol 38 Key Mobile Computer

MC3090G-IC38H00GER

MC3090, Gun Configuration, Windows CE Pro OS, 802.11a/b/g Wireless, 38 key, Color Display, Imager. Order cradle, cables & power supply separately. See accessories. RoHS.

This part is also known as SYM-MC3090GIC38H00GR 2 and is priced at **\$1397.90**

MC30X0-USB-STARTER Kit

Symbol MC3000 Starter Kit. Includes everything you need to run your MC3000: charging/communications cradle, USB cable, US power supply and AC line cord. **\$193.70**


3. MaintStar will definitely assist METRO in configuring the first device in either or both categories above at no additional charge.

4. Should METRO desire MaintStar to assume complete responsibility for a Bar Coding Device deployment, there would be a \$995 software installation and configuration fee for each device, which includes testing and certification. There would also be a \$295 Annual Support charge for each certified device.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE AMERICAN RECOVERY AND REINVESTMENT ACT'S TRANSPORTATION INFRASTRUCTURE GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANTS PROGRAM

I. RECOMMENDED ACTION

Adopt a resolution authorizing the General Manager to submit an application to the Department of Transportation and to execute necessary agreements for grant funds from the ARRA TIGER Discretionary Grants program.

II. SUMMARY OF ISSUES

- The President signed into law the American Recovery and Reinvestment Act (ARRA) of 2009 on February 17, 2009;
- ARRA appropriated \$1.5 billion of discretionary grant funds to be awarded by the Department of Transportation for capital investments in surface transportation infrastructure through the Transportation Infrastructure Generating Economic Recovery (TIGER) Discretionary Grants Program;
- METRO lost all of its State STA funding for its capital project, MetroBase, in the latest State of California budget cycle;
- METRO proposes to submit an application for \$71 million in ARRA TIGER funding to complete all components of the MetroBase project and to make capital purchases of replacement CNG buses and related information technology;
- Adopting the attached resolution would authorize the General Manager to submit applications and execute necessary agreements for grant funds from the ARRA TIGER Discretionary Grants program.

III. DISCUSSION

The American Recovery and Reinvestment Act (ARRA), signed by President Obama into law on February 17, 2009, appropriated \$1.5 billion of discretionary funds to the Federal Department of Transportation for capital investments in surface transportation infrastructure. On May 18, 2009, the Department of Transportation published a notice

in the *Federal Register* announcing the availability of funding for Transportation Infrastructure Generating Economic Recovery (TIGER) Discretionary Grants. Public comments were received and a finalized notice was then published in the *Federal Register* on June 17, 2009, calling for applications for the ARRA TIGER Discretionary Grants Program ranging between \$20 - \$300 million dollars for capital infrastructure projects and due on September 15, 2009. ARRA TIGER grants are scheduled to be awarded by February 17, 2010 and are for projects that can be completed by February 17, 2012.

ARRA TIGER Discretionary Grants' Goals & Objectives are in-line with those of the Recovery Act: (1) preserve and create jobs and promote economic recovery; (2) invest in transportation infrastructure that will provide long-term economic benefits, and; (3) assist those most affected by the current economic downturn. Additionally, the ARRA TIGER Discretionary Grants have four specific selection criteria that must be met by successful proposals, which are:

- (1) Long-Term Outcomes which preserve and improve the condition of existing systems to a "state of good repair;" which contribute to the economic competitiveness of the region and the nation; which improve the quality of living and working environments in the community; which improve energy efficiency and reduce greenhouse gas emissions and benefit the environment; and, which improve the safety of facilities and systems;
- (2) Job Creation and Economic Stimulus, with priority given to projects that are "shovel ready" and will rapidly stimulate the local economy, particularly in economically distressed areas, for which Santa Cruz County qualifies due to current economic indicators such as unemployment, income and average cost of living;
- (3) Innovation, which gives priority to projects that use innovative strategies (such as new technology systems) to pursue long-term outcomes; and,
- (4) Partnerships, which demonstrate strong collaboration among a broad range of participants or integration with other public service efforts.

TIGER Discretionary Grants application evaluation process will weigh the first two selection criteria more heavily than criteria (3) and (4). ARRA TIGER Discretionary Grants do not require a match and will fund up to 100% of project costs, but the guidelines note that priority is given to projects that use Federal funds, "as part of an overall funding plan," which is easily achieved with the completion of the ongoing MetroBase project and the capital purchase of buses and related information technology.

In consideration of the ARRA TIGER Discretionary Grants guidelines and in consideration of METRO's untimely loss of all STA funding for the foreseeable future, staff recommends submitting an ARRA TIGER grant application for capital funding in the amount of \$71 million, to complete all components of the MetroBase capital project including: the Operations Building, Maintenance facility, Paratransit facility, parking structure, solar panels and a water reclamation system. In addition, METRO requests

capital funding for 30 replacement CNG buses and related IT including an Automatic Vehicle Locator/Automatic Passenger Counting and signal prioritization systems.

Adopting the attached resolution would authorize the General Manager to submit applications, sign required Certifications and Assurances and execute agreements necessary to implement projects in the ARRA TIGER Discretionary Grants program.

V. FINANCIAL CONSIDERATIONS

If approved for grant funding, METRO will receive \$71 million over two years (February 17, 2010 - February 17, 2012) in ARRA TIGER Discretionary Grants funds to improve transit infrastructure, create jobs and rapidly stimulate the economy by completing the "shovel ready" MetroBase Project, including: Operations Building, Maintenance facility, Paratransit facility, parking structure, solar panels and a water reclamation system. Capital purchase of 30 replacement CNG buses, AVL/APC and signal prioritization systems round out the project.

V. ATTACHMENTS

Attachment A: Resolution Authorizing Submission of Applications and Execution of Agreements for ARRA TIGER Discretionary Grants funds.

Staff Report prepared by Tove Beatty, Interim Legislative/Grants Analyst

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

Attachment A

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS TO THE FEDERAL DEPARTMENT OF
TRANSPORTATION AND EXECUTION OF AGREEMENTS
FOR FUNDING FROM THE FY09 AMERICAN RECOVERY AND
REINVESTMENT ACT'S TRANSPORTATION INFRASTRUCTURE
GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY
GRANTS PROGRAM**

WHEREAS, the President signed into law the American Recovery and Reinvestment Act (ARRA) of 2009 on February 17, 2009; and

WHEREAS, ARRA appropriated \$1.5 billion of discretionary grant funds to be awarded by the Department of Transportation for capital investments in surface transportation infrastructure through the Transportation Infrastructure Generating Economic Recovery (TIGER) Discretionary Grants Program; and

WHEREAS, in accordance with the goals of ARRA to preserve/create jobs, promote economic recovery, and invest in transportation infrastructure that will provide long-term economic benefits to disadvantaged areas such as Santa Cruz County; and

WHEREAS, the Santa Cruz Metropolitan Transit District lost all of its State STA funding for its capital project, MetroBase, in the FY09 State of California budget cycle; and

WHEREAS, the Santa Cruz Metropolitan Transit District proposes to use ARRA TIGER discretionary grant funds allocated by February 17, 2010 to complete all components of the MetroBase capital project including: the Operations Building, Maintenance facility, Paratransit facility, parking structure, solar panels and water reclamation system. In addition, the capital purchase of 30 replacement CNG buses and related IT including an Automatic Vehicle Locator/Automatic Passenger Counting system are proposed, all to be completed by February 17, 2012.

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit applications, provide certifications and assurances and execute for and on behalf of the Santa Cruz

16.91

Metropolitan Transit District any and all agreements necessary to obtain financial assistance through the Federal Department of Transportation for projects implementing the goals and objectives of the ARRA TIGER Discretionary Grants program.

PASSED AND ADOPTED this 28th Day of August, 2009 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

DENE BUSTICHI

Board Chair

ATTEST _____

LESLIE R. WHITE

General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER

District Counsel

16.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 28, 2009

TO: Board of Directors

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

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE NEW FREEDOM PROGRAM.

I. RECOMMENDED ACTION

Adopt a resolution authorizing the General Manager to submit applications to Caltrans and to execute necessary agreements for grant funds from the New Freedom program.

II. SUMMARY OF ISSUES

- SAFETEA-LU appropriated funds to the Department of Transportation for the New Freedom (NF) program to provide public transportation funding assistance for people with disabilities and who are mobility impaired.
- The Department of Transportation apportioned NF funds to the State of California to be administered by Caltrans. Caltrans is soliciting projects for the Federal FY09 NF funding cycle for projects in accordance with the region's Coordinated Public Transit-Human Services Transportation Plan (CPTP), approved in May 2008.
- METRO proposes to submit an application for \$250,000 in NF funds over two years to purchase capital training equipment and for operational support to enhance and expand current operator training and outreach to the disabled and mobility impaired target population.
- Adopting the attached resolution would authorize the General Manager to submit applications and execute necessary agreements for grant funds from the NF program.

III. DISCUSSION

SAFETEA-LU appropriated funding to federal surface transportation programs for Federal Fiscal Years 2005 through 2009. SAFETEA-LU created two new funding programs within the Federal Transit Administration to assist low-income workers and people with disabilities: The Job Access Reverse Commute (JARC) program, which provides grants to transportation providers for benefiting low-income workers who commute; and the New Freedom (NF) program, which provides funds for transportation services for people with disabilities beyond those required by the Americans with Disabilities Act of 1990 (ADA).

For Federal FY09, Caltrans is soliciting project applications to obligate funds from this funding cycle. Applications are due to AMBAG on August 31, 2009 and will be forwarded to Caltrans by October 31, 2009.

According to the SAFETEA-LU legislation and FTA Circulars, JARC and NF funds must be awarded in accordance with a Coordinated Public Transit-Human Services Transportation Plan (CPTP) developed in consultation with all affected transportation providers and social service agencies within the region. AMBAG, the Metropolitan Planning Organization in the Monterey Bay Region, produced the CPTP in May 2008. Staff's proposed project is in accordance with the unmet needs stated in the CPTP, specifically in regard to service and training enhancements and expanded distribution of information regarding fixed-route and paratransit options for the target population of disabled and mobility impaired individuals.

Staff recommends submitting a NF grant application for the FY09 funding. The project will use \$250,000 in available NF funds over two years (January 1, 2010 - December 31, 2011) to purchase capital equipment, such as motorized wheelchairs and scooters and a fire-extinguisher training system, to support training of METRO operators with updated equipment. In addition, the project proposes to pay for half the staff time of the Paratransit Training and Road Response Coordinator, the Training Safety Coordinator and the Accessible Services Coordinator, who will implement training enhancements as well as engage in expanded outreach activities to local social service providers who serve the disabled and mobility-impaired community.

NF requires a 20% match for capital expenditures, and a 50% match for operational support. Both can be included in a single NF application. Staff has calculated that operational personnel expense for the positions named above total \$443,866 over the two-year period and would come from METRO's Operations budget if additional funding sources were not identified. This NF project will cover \$221,933 of this expense (50%), with the identified match coming from non-federal sources in METRO's current approved budget. The capital purchases total approximately \$33,680, with the NF project covering \$27,067, and \$5,613 in non-federal matching funds required.

Adopting the attached resolution would authorize the General Manager to submit applications, sign required Certifications and Assurances and execute agreements necessary to implement projects in the NF program.

V. FINANCIAL CONSIDERATIONS

If approved for grant funding, METRO will receive \$125,000 per year for two years (January 1, 2010 - December 31, 2011) in NF funds for enhanced fixed-route and paratransit programming, including capital equipment purchases and operational support for the personnel expense discussed above. Matching funds of \$227,546 for the NF project are available in the FY09 budget.

V. ATTACHMENTS

Attachment A: Resolution Authorizing Submission of Applications and Execution of Agreements for NF funds.

Staff Report prepared by Tove Beatty, Interim Legislative/Grants Analyst

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

Attachment **A**

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION AND EXECUTION OF AGREEMENTS
FOR FUNDING FROM THE FY09 NEW FREEDOM PROGRAM**

WHEREAS, the President signed into law the Safe, Accountable Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) on August 10, 2005; and

WHEREAS, SAFETEA-LU established the New Freedom Program, 49 USC §5317 within the Federal Transit Administration, to provide funding which may address the transportation needs of persons with disabilities beyond those required by the Americans with Disabilities Act of 1990; and

WHEREAS, in accordance with the requirements of SAFETEA-LU and FTA Circular 9050.1, the Association of Monterey Bay Area Governments (AMBAG) has developed a comprehensive, unified strategy to meet the needs of persons with disabilities, older persons and low-income individuals as embodied in the *Draft Monterey Bay Area Coordinated Public Trans-Human Services Transportation Plan (CPTP)*; and

WHEREAS, the Santa Cruz Metropolitan Transit District participated in developing the CPTP and identified limitations in the transportation services available to individuals with disabilities, older persons and low-income individuals within the Santa Cruz County service area; and

WHEREAS, the Santa Cruz Metropolitan Transit District proposes to use NF funds allocated in FFY 2009 to the State of California together with matching funds from local sales tax revenue to enhance the fixed-route and paratransit operator training programs through the capital purchase of training aids; and, operational support for staff who will provide focused and enhanced outreach to agencies and groups who benefit persons with disabilities and/or are mobility-impaired in order to increase fixed-route usage in the target population by 10% in the two-year grant period.

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit applications, provide

17.91

certifications and assurances and execute for and on behalf of the Santa Cruz Metropolitan Transit District any and all agreements necessary to obtain financial assistance through the California Department of Transportation for projects implementing the goals and objectives of 49 USC § 5317.

PASSED AND ADOPTED this 28th Day of August, 2009 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

DENE BUSTICHI
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

17.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: August 28, 2009

TO: Board of Directors

FROM: Leslie White, General Manager
Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION MODIFYING METRO'S BYLAWS TO REFLECT CHANGES TO THE BOARD OF DIRECTORS' BOARD MEETING STRUCTURE

I. RECOMMENDED ACTION

Approve the Resolution of METRO's Bylaws as set forth in Attachment A with proposed modifications.

II. SUMMARY OF ISSUES

- Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code Section 98105).
- At the August 14, 2009 Board Meeting, the Board of Directors discussed modifications to the Board meeting structure and staff reports.

III. DISCUSSION

In accordance with its enabling statute, the Board of Directors has established a set of Bylaws (Attachment A), which reflect how its Board meetings and agendas are structured. Currently, the Board of Directors holds two regular Board meetings per month on the second and fourth Fridays. The first meeting is held in a workshop format in which matters are discussed, questions raised, but decisions are generally not made unless a decision is necessary because of time constraints. The second meeting utilizes the same agenda as the first meeting including any updates. At the second meeting discussions occur and decisions are made.

At the August 14, 2009, regular meeting, the Board of Directors determined that it wanted the first meeting to no longer be a work session for the second meeting. The Board discussed that the work session format incorporates redundancy and does not make good use of staff time. The Board of Directors determined that it wished to eliminate the work session format and hold the first meeting if it was determined by the Chair and the General Manager to be necessary for action items. Attachment A sets forth proposed modifications to the Bylaws that would allow for the first meeting to occur as needed to facilitate the work of METRO.

The Board of Directors also discussed the staff report format and indicated that the body of the reports need not simply be a re-statement of the Summary of Issues. No change in the Bylaws was necessary to insure that the Summary of Issues is not re-stated in the Discussion section of the report.

IV. FINANCIAL CONSIDERATIONS

Savings if a Board meeting is not held, include the per diem cost of \$550.00 and the cost of packet delivery of \$140.00 or the equivalent of staff time.

V. ATTACHMENTS

Attachment A: Bylaws Resolution as modified, including all proposed modifications

Attachment A

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04,
12-17-04; 02-24-06; 02-23-07; and 05-25-07;
and 05-23-08
On the Motion of Director: **Bustichi**
Duly Seconded by Director: **Rotkin**
Is Hereby Amended: 05-23-0808-28-09

A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR, AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND CREATION OF OTHER OFFICES

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

(a) Regular meetings of Santa Cruz Metropolitan Transit District (METRO) the Board of Directors shall be held on the second Friday of each month (if needed) from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized METRO holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year. This schedule shall include the date, location and commencement time for each regular meeting of the Board of Directors and shall be posted on METRO's website, and METRO's official Bulletin Board throughout the year.

(b) ~~The regular meeting on the second Friday of the month shall primarily be in a workshop format to review matters that may be agendized for the Regular Board Meeting scheduled for the fourth Friday of the month. However, the Board of Directors may take action at either regular Board meeting pursuant to the agenda prepared in accordance with California law and these Bylaws.~~

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except when the Board of Directors' regular meeting schedule sets forth an alternate location.
- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status, or which is inaccessible to persons with physical or mental disabilities, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

18.a2

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 5:00 p.m. on the Thursday one week prior to the date of the regular Board of Director's meeting unless the Administrative Offices are closed for a holiday, in which case, the deadline shall be moved up one day.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the management staff, and to METRO's Union representatives not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting. A record of this posting including the time and place of posting will be maintained by the Administrative Services Coordinator.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. The

description will focus on the substance of the matter rather than the contemplated action. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

- (d) Copies of the agenda shall be mailed to any individual or entity that has requested it. The Full Agenda Packet which includes attachments is available online at METRO's website, scmtd.com. Individuals and entities can voluntarily subscribe or unsubscribe to receive automated email notification when METRO's agendas and agenda packets are available online.

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, and before or during the Board's consideration of the item, that is within the subject matter jurisdiction of METRO, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or METRO staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or METRO staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to METRO's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors

that an emergency situation exists, as defined in Section 4.01(b) herein;

- (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of METRO subsequent to the agenda being posted; or
- (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the California Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during an open meeting shall be made available for public inspection at the meeting if prepared by METRO or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered personally or by any other means at least 24 hours in advance of the meeting. The call and written notice shall specify the time and place of the special meeting and the business to be transacted and discussed.

- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- (d) Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement or both of the notice and posting requirements of s Special Meeting.
- (b) For purposes of this section, "emergency situation" means any of the following:
 - (i) An Emergency means a work stoppage, crippling disaster or other activity, which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) A dire emergency means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the

Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chair or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel, Sheriff or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

METRO shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

5.02 Appointment

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County election official advises the Board that the latest official census indicates a need for reapportionment.

5.03 Qualifying Appointees to Board; Area residence

- (a) The appointees to the Board shall have been residents of the area encompassed by the District for at least 30 days prior to their appointment and they shall also be residents of the City whose City Council appointed them, or a resident of the County if appointed by the

Board of Supervisors.

- (b) A person shall not be appointed to, or be a member of the Board of Directors unless that person is a resident of the District and has resided within the District at least 30 days immediately prior to his/her appointment to the Board.

5.04 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

5.05 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of METRO.

5.06 Director Compensation and Reimbursement

- (a) Each Director shall receive compensation of \$50, up to a maximum of \$100 per month and their actual and necessary expenses, for performance of official METRO duties which shall include the following activities:
 - i) Attendance at meetings of the Board of Directors;
 - ii) Attendance at meetings, as a District committee member, of a committee appointed by the Chair of the Board or the Board itself;
 - iii) Attendance at Advisory Committee meetings, as a METRO Director;
 - iv) Attendance at meetings, as a METRO Director, of the American Public Transit Association; and
 - v) Attendance at meetings, as a METRO Director, of the California

Transit Association.

- (b) In addition to the meetings set forth above, each Director may receive reimbursement for the actual and necessary expenses incurred for the following METRO Official Duties:
 - i) Attendance at meetings with State and Federal legislators and/or government officials re METRO business;
 - ii) Attendance at meetings with official METRO visitors and/or perspective METRO employees; and/or
 - iii) Participation at required educational and training meetings or seminars.
- (c) Each Director shall be reimbursed for actual and necessary expenses incurred in the performance of official METRO duties. Reimbursement rates for travel, meals, and other actual and necessary expenses shall be in accordance with the reasonable reimbursement rates set forth in Exhibit B. Notwithstanding the foregoing, Directors shall not receive reimbursement for any costs incurred for lodging accommodations or for airline flights as those expenses shall only be booked and directly paid by METRO's Administrative Services Coordinator.
- (d) The Board of Directors in a public meeting shall approve all expenses that do not fall within the reimbursable rates set forth in Exhibit B before the expense is incurred.

5.07 Reimbursement Process and Expense Report Form

- (a) METRO's Administrative Services Coordinator shall schedule all conferences, lodging accommodations and transportation (including the scheduling of a METRO vehicle for in-state travel) for a Director and will obtain the best rate available at the time of booking. In no event shall the lodging costs exceed the maximum group rate published by the conference or activity sponsor provided that lodging at the group rate is available to the Director at the time of booking. If the group rate is not available, the Administrator Services Coordinator shall use comparable lodging that is consistent with those rates.
- (b) Directors shall utilize METRO vehicles in the performance of official METRO duties in state when possible. If a METRO vehicle is available but the Director prefers to utilize his/her own vehicle, no mileage reimbursement shall be allowed.

18.a10

- (c) The Administrative Services Coordinator shall provide each Director with an Expense Report form to be filed with METRO for reimbursement of the actual and necessary expenses incurred on behalf of METRO in the performance of official duties or at a Director's request. The expense reports shall document that expenses meet the existing policy for expenditure of public resources. Directors shall submit expense reports within a reasonable time after incurring the expense but in no event later than four weeks after the expense has been incurred. The receipts documenting each expense shall accompany all reports. The Chair of the Board shall review the reports and insure compliance. Under no circumstances shall expenses be paid or reimbursed to a Director that are not allowed including any expenditures for spouses, friends, or others not specifically authorized by this policy to incur reimbursable expenses.
- (d) Directors shall provide brief reports about the meetings attended at the expense of METRO at the next regular meeting of the Board of Directors.
- (e) All documents related to reimbursable agency expenditures are public record subject to disclosure under the California Public Records Act.

VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall at the first meeting in January nominate members of the Board of Directors to serve as Chair and as Vice-Chair. Nominations may be received until final selections occur. The Board of Directors shall, at its second regular meeting in January (generally televised) of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors. The officer election shall be agendized at the second meeting immediately following the roll call and shall not be paired with any other item.
- (b) Should the office of the Chair become vacant during the calendar year, the Vice-Chair shall assume the office of Chair. Should the office of Vice-Chair become vacant, the nomination and selection of Vice-Chair shall be agendized and acted upon by the Board of Directors.
- (c) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions and make final selections.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors, except the regular meeting of the Board of Directors held on the second Friday of the month which shall be presided by the Vice Chair. The Chair, or if presiding, the Vice Chair shall have authority:

1. to determine the order of business under the rules of the Board of Directors;
2. to enforce the rules of the Board of Directors; and
3. to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

VII. CONDUCT OF MEETING

7.01 Call to Order

The Chair, or such other Director as may be presiding, shall at the hour appointed for the meeting, immediately call the Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights and privileges of a Director by reason of holding the position of Chair.

7.03 Rules of Debate

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- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until the question of order is determined and, if in order, she/he shall be permitted to proceed.
- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting; Clearing Room

In the event that any meeting is willfully interrupted by an individual, a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individual(s) who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) METRO Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

VIII. QUORUM

8.01 Transaction of Business; Quorum

A six-member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment to be given in the same manner as provided for Special Meetings set forth herein.

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- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless the reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

10.02 Minute Book Record of Closed Sessions

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The Secretary/General Manager and/or his/her designee shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

- a. The Chair of the Board of Directors may, depending on the circumstances, limit the total amount of time allocated for public testimony on particular issues and/or for each individual speaker. However, any restrictions placed on public testimony shall be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.
- b. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

11.02 Public Hearings

- a) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
 - (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in METRO fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.

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- (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.
- b) A METRO Regulation shall set forth the specific procedures to be followed in setting up a public hearing.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

12.02 Resolution

- (a) No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read.
- (b) A Resolution can be passed through a unanimous voice vote of all those present. However, if a dissent is registered, then a roll call vote shall be taken.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.

- (b) All ordinances shall be printed after passage, and maintained in METRO Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:...".
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law. If a conflict of interest is disclosed, the Director shall adhere to all California legal requirements.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation of Committees

- (a) The Board of Directors may establish committees for a stated purpose. If required by California Law, committees and their members shall comply with the Ralph M. Brown Open Meeting Act. Committees are required to comply with these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing

their work.

- (b) Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. Appointees to committees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to speak about matters of public concern.
- (c) The committees shall include the following:
 - (i) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.
 - (ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to METRO's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:
 - (iii) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District. Its purpose is to advise the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO. MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC. The Board of Directors shall approve bylaws to be followed by MAC.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- (a) The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Nominations may be received until final selections occur. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment.
- (b) The Board of Directors may provide its SCCRTC representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of METRO.

XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

- (a) For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of METRO shall be the bulletin board at the entrance of METRO Administrative Office. Should the Board of Directors hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.
- (b) All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board at METRO's Administrative office entrance. Additionally, METRO staff may also post notices on the bulleting board at the Pacific Station, 920 Pacific Avenue, Santa Cruz, CA 95060.

18.a20

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of METRO.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of METRO.
- (c) To insure that all ordinances of METRO are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.
- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of METRO for the preceding year, and the financial status of METRO on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of METRO.
- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of METRO and the means to finance them.
- (h) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of METRO.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.

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- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all METRO officers, committees or departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for METRO and any officer or employee, in any and all actions and proceedings in which METRO or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
- (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of METRO.
- (d) Review all contracts to be made by METRO and provide the Board of Directors, its officers and staff with legal advice regarding same.

- (e) Prepare any and all proposed ordinances or resolutions for METRO and amendments thereto.
- (f) Perform such other acts relating to the office as the Board of Directors shall require; and
- (g) On vacating the office, surrender all books, papers, files, and documents pertaining to METRO's affairs.

PASSED AND ADOPTED this ~~23rd day of May 2008~~ 28th day of August 2009, by the following vote:

AYES: Directors - ~~Beautz, Bustichi, Hagen, Hinkle, Nicol, Reilly, Rotkin, Skillicorn, Spence, Stone and Tavantzis~~

NOES: Directors - None

ABSTAIN: Directors - None

ABSENT: Directors - None

APPROVED _____

JAN BEAUTZ
Board Chair

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

18.923

Regulation Number: AR-1004

Computer Title: Director's Code of Ethics

Effective Date: April 16, 1999

Pages: 4

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	J.B.
February 24, 2006	Section IX -- Ethics training added	M.R.
December 15, 2006	Delete specific section of Director's Code of Ethics	M.R.
May 23, 2008	Change reference to District with "METRO"; Enhance protected classes from discrimination	J.B.

I. POLICY

METRO Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. METRO Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in METRO.

II. APPLICABILITY

- 2.01 This policy is applicable to all METRO Directors.
- 2.02 Notwithstanding any provision of this Code every METRO Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

- 3.01 METRO Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

IV. POLITICAL ACTIVITY

- 4.01 Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any METRO Director.
- 4.02 No METRO Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within METRO.
- 4.03 No METRO Director shall directly or indirectly solicit a political contribution from a METRO employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include METRO employees.
- 4.04 No METRO Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a METRO employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to such office.
- 4.05 No METRO Director shall engage in political activity while acting in his/her capacity as a Director for METRO.

V. NONDISCRIMINATION

- 5.01 METRO Directors shall not, in the performance of their METRO responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status or physical or mental disabilities and they shall make good faith efforts to support and comply with METRO's equal opportunity and affirmative action goals and objectives.

VI. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

6.01 METRO Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning METRO activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of METRO shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a METRO employee or to retaliate against a Director or METRO employee for such disclosure.

VII. ETHICS TRAINING

7.01 Each Director shall receive at least two hours of training in general ethics principles and ethics laws relevant to his/her public service every two years.

7.02 Ethics laws include but are not limited to the following:

- (a) Laws relating to personal financial gain by public servants, including but not limited to, laws prohibiting bribery and conflict-of-interest laws;
- (b) Laws relating to claiming prerequisites of office, including but not limited to gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- (c) Government transparency laws, including, but not limited to financial interest disclosure requirements and open government laws;
- (d) Laws relating to fair processes, including but not limited to common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

7.03 METRO's Administrative Services Coordinator shall provide information on training available to meet the requirements of this section to the directors at least once annually.

7.04 Each Director in office as of January 1, 2006 except for officials whose terms of office ends before January 1, 2007, shall receive the training required herein before January 1, 2007. Thereafter, each local agency official shall receive such training at least once every two years.

- 7.05 A Director who serves more than one local agency shall satisfy the training requirements once every two years without regard to the number of local agencies with which he/she serves.
- 7.06 The Administrative Services Coordinator shall maintain training records as required herein for at least 5 years which indicate both of the following:
- (a) The dates that the Directors satisfied these training requirements.
 - (b) The entity that provided the training.
- 7.07 All ethics training records prepared and/or maintained in accordance with this section are subject to disclosure under the California Public Records Act.

Reimbursable	Rates
Transportation:	
Airporter (e.g. shuttle)	\$40.00
Bridge tolls	\$7.00
Cab, per person, per trip	\$20.00
Parking at airport, per day	\$25.00
Parking at hotel, conference center, per day	\$50.00
Personal vehicle mileage to/from airport/conference, per mile	IRS Publication 463*
Public transportation (e.g. bus, subway), per trip/Daypass	\$15.00
Rental Car (includes insurance) per day	\$75.00
Meals:	
Breakfast	\$20.00
Lunch	\$25.00
Dinner	\$50.00
Tips for meals (15% maximum)	
Personal Items:	
Personal calls, one call per day	\$10.00
Not Reimbursable	
Transportation:	
Baggage Claims	
Cab (personal)	
Tips to cabs	
Tips for luggage handling	
Meals:	
Alcoholic Beverages	
Meals for others (e.g. spouses, personal guests)	
Meals upon return to Santa Cruz County	
Snacks	
Personal Items:	
Housekeeping tips	
Clothes cleaning	
Clothing	
Entertainment (e.g. in-room pay movies, video rentals)	
Hair care	
Personal items (e.g. toothpaste)	
Shoeshine	
Souvenirs/Gifts	
Trip Insurance	
Lodging:	
Other than self (e.g. spouse, personal guests)	