

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**BOARD OF DIRECTORS REGULAR MEETING AGENDA
OCTOBER 10, 2008 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.**

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

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

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF SEPTEMBER 2008
- 5-2. CONSIDERATION OF TORT CLAIMS: None
- 5-3. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR OCTOBER 15, 2008 AND MINUTES OF JULY 16, 2008
- 5-4. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JULY 2008
- 5-5. ACCEPT AND FILE AUGUST 2008 RIDERSHIP REPORT
- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2008
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF AUGUST 2008
- 5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT

5-9. CONSIDERATION OF CONNECTION OPTIONS BETWEEN ROUTE 35 & 71

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

Presented by: Chair Beautz

THIS PRESENTATION WILL TAKE PLACE AT THE OCTOBER 24, 2008 BOARD MEETING

7. CONSIDERATION OF BOARD OF DIRECTORS MEETING SCHEDULE AND LOCATIONS FOR 2009

8. CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2008

Presented By: Mark Dorfman, Assistant General Manager

9. CONSIDERATION OF MONTHLY BUDGET STATUS REPORT FOR JUNE 2008; DESIGNATION OF EXCESS REVENUE IN THE AMOUNT OF \$2,039,950 FOR CARRYOVER INTO THE FY09 BUDGET AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS

Presented By: Angela Aitken, Finance Manager

10. CONSIDERATION OF APPOINTMENT OF DIRECTORS TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION

Presented By: Angela Aitken, Finance Manager

ACTION REQUESTED AT THE OCTOBER 10, 2008 BOARD MEETING

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH WALD, RUHNKE & DOST ARCHITECTS FOR ARCHITECT AND ENGINEERING SERVICES FOR THE REMODEL/CONSTRUCTION OF 110 VERNON STREET, SANTA CRUZ, CA

Presented By: Frank Cheng, Project Manager

ACTION REQUESTED AT THE OCTOBER 10, 2008 BOARD MEETING

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

13. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to Government Code Section 54956.9)

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

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

- a. Property: 425 Front Street, Santa Cruz, CA
Negotiating parties: Ceil Cirillo, Tony Condotti, and Leslie R. White for SCMTD
Mark Fallis for Greyhound/Transportation Realty Income Partners L.P., Owner of 425 Front Street
Under Negotiation: Price and Terms of Payment

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

- a. Agency Negotiators Robyn Slater, Human Resources Manager,
Chief Spokesperson
Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mary Ferrick, Base Superintendent

1. Employee Organization United Transportation Union (UTU), Local
23, Fixed Route

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION

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NOTICE TO PUBLIC

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 09/01/08 THRU 09/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30147	09/04/08	-290.93	036	KELLY-MOORE PAINT CO., INC.		21645	REPAIR/MAINTENANCE	-174.52	**VOID
						21646	CREDIT	174.52	
						21647	REPAIRS/MAINTENANCE	-290.93	
30249	09/05/08	1,655.40	002509	ACCOUNTEMPS		22155	TEMP/OPS W/E 8/22	1,655.40	
30250	09/05/08	186.49	002861	AMERICAN MESSAGING SVCS, LLC		22126	SEPT PAGERS	186.49	
30251	09/05/08	16,722.15	941	ASSURANT EMPLOYEE BENEFITS		22099	SEPT LTD INS	16,722.15	
30252	09/05/08	47.99	001A	AT&T		22152	AUG PHONES/RIVER	47.99	
30253	09/05/08	33.85	123	BAY PHOTO LAB		22008	PHOTO PROCESS/PT	33.85	
30254	09/05/08	306.62	155	BLODGETT TRAVEL		22074	SMALL TOOLS	306.62	VOIDED
30254	09/18/08	-306.62	155	BLODGETT TRAVEL		22074	SMALL TOOLS	-306.62	**VOID
30255	09/05/08	159.64	002189	BUS & EQUIPMENT		22007	REV VEH PARTS	159.64	
30256	09/05/08	890.53	914	CALTRONICS BUSINESS SYSTEMS		21957	7/1-6/29 MAINT/FLT	890.53	
30257	09/05/08	846.36	739	CENTURY CHEVROLET		21920	OUT RPR # 318	150.00	
						21921	REV VEH PARTS	466.41	
						21922	OUT RPR # 308	229.95	
30258	09/05/08	2,771.68	909	CLASSIC GRAPHICS		21778	OUT RPR REV VEH	1,102.99	
						22052	OUT RPR REV VEH	1,668.69	
30259	09/05/08	22,811.26	001124	CLEAN ENERGY		22037	LNG/FLT	22,811.26	
30260	09/05/08	312.90	075	COAST PAPER & SUPPLY INC.		21719	CLEANING SUPPLIES	159.87	
						21818	CREDIT NOTE	-132.80	
						22083	CLEANING SUPPLIES	285.83	
30261	09/05/08	76,130.45	002569	COMERICA BANK		22101	WORK COMP FUND	76,130.45	
30262	09/05/08	10.00	E287	CORTES, GUSTAVO		22156	DMV FEES	10.00	
30263	09/05/08	30.57	002063	COSTCO		22091	PHOTO PROCESS/OPS	2.53	
						22092	PHOTO PROCESS/OPS	5.05	
						22093	PHOTO PROCESS/OPS	2.53	
						22094	PHOTO PROCESS/OPS	8.36	
						22095	PHOTO PROCESS/OPS	4.07	
						22096	PHOTO PROCESS/OPS	5.50	
						22097	PHOTO PROCESS/OPS	2.53	
30264	09/05/08	13.97	418	COUNTY OF SANTA CRUZ		21955	JULY CNG/FLT	13.97	
30265	09/05/08	12.78	504	CUMMINS WEST, INC.		22018	REV VEH PARTS	1,022.01	
						22019	CREDIT NOTE	-1,009.23	
30266	09/05/08	39,835.77	800	DELTA DENTAL PLAN		22100	SEPT DENTAL	39,835.77	
30267	09/05/08	2,100.00	002624	DIGITAL RECORDERS		22124	REV VEH PARTS	2,100.00	
30268	09/05/08	595.12	085	DIXON & SON TIRE, INC.		22065	TIRES & TUBES	492.36	
						22066	TIRES & TUBES	102.76	
30269	09/05/08	54.44	002307	EWING IRRIGATION PRODUCTS		21954	REPAIRS/MAINTENANCE	54.44	
30270	09/05/08	180.00	002295	FIRST ALARM		22064	JULY SERVICES/PT	180.00	
30271	09/05/08	40.48	001213	GILLIG LLC		22105	REV VEH PARTS	40.48	
30272	09/05/08	108.27	282	GRAINGER		22079	REPAIRS/MAINTENANCE	96.08	
						22080	REPAIRS/MAINTENANCE	12.19	
30273	09/05/08	212.56	001218	HAMPTON INN AND SUITES		22135	9/23-9/24 RTAP	212.56	
30274	09/05/08	17.92	166	HOSE SHOP, THE		22012	PARTS & SUPPLIES	17.92	
30275	09/05/08	63.80	1117	KELLEY'S SERVICE INC.		21773	REV VEH PARTS	63.80	
30276	09/05/08	1,920.00	878	KELLY SERVICES, INC.		22116	TEMP/OPS W/E 8/10	960.00	
						22117	TEMP/OPS W/E 8/17	960.00	
30277	09/05/08	290.93	036	KELLY-MOORE PAINT CO., INC.		21645	REPAIR/MAINTENANCE	174.52	VOIDED
						21646	CREDIT	-174.52	
						21647	REPAIRS/MAINTENANCE	290.93	

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30277	09/18/08	-290.93	036	KELLY-MOORE PAINT CO., INC.		21645	REPAIR/MAINTENANCE	-174.52	**VOID
						21646	CREDIT	174.52	
						21647	REPAIRS/MAINTENANCE	-290.93	
30278	09/05/08	34.96	074	KENVILLE LOCKSMITHS	7	21812	REPAIRS/MAINTENANCE	9.98	
						21959	REPAIRS/MAINTENANCE	24.98	
30279	09/05/08	56.73	167	KEYSTON BROTHERS		22013	OTH MOB SUPPLIES	28.70	
						22016	OTH MOB SUPPLIES	28.03	
30280	09/05/08	871.54	039	KINKO'S INC.		22088	FALL BLOCK SHEETS	269.76	
						22089	FALL BLOCK SHEETS	93.87	
						22090	FALL BLOCK SHEETS	507.91	
30281	09/05/08	1,140.00	852	LAW OFFICES OF MARIE F. SANG	7	21952	WORKERS COMP CLAIM	900.00	
						21953	WORKERS COMP CLAIM	240.00	
30282	09/05/08	298.22	107A	PROBUILD		21809	REPAIRS/MAINTENANCE	249.44	
						21938	REPAIRS/MAINTENANCE	19.50	
						22103	REPAIRS/MAINTENANCE	20.50	
						22118	REPAIRS/MAINTENANCE	8.78	
30283	09/05/08	824.20	001145	MANAGED HEALTH NETWORK		22137	SEPT EAP PREMIUM	824.20	
30284	09/05/08	486.95	001052	MID VALLEY SUPPLY		21817	CLEANING SUPPLIES	486.95	
30285	09/05/08	501.37	041	MISSION UNIFORM		21804	UNIF & LAUNDRY	44.29	
						21805	UNIF/LAUNDRY/FLT	50.60	
						21806	UNIF/LAUNDRY/FLT	43.26	
						21807	UNIF/LAUNDRY/FAC	69.60	
						21808	UNIF/LAUNDRY/FLT	260.20	
						22009	UNIF/LAUNDRY/PT	33.42	
30286	09/05/08	1,228.33	001063	NEW FLYER INDUSTRIES LIMITED		22017	REV VEH PARTS	830.16	
						22048	REV VEH PARTS	285.72	
						22049	PARTS & SUPPLIES	16.50	
						22073	REV VEH PARTS	95.95	
30287	09/05/08	862.55	004	NORTH BAY FORD LINC-MERCURY		21774	REV VEH PARTS	69.44	VOIDED
						22067	OUT RPR # 2603	793.11	
30287	09/18/08	-862.55	004	NORTH BAY FORD LINC-MERCURY		21774	REV VEH PARTS	-69.44	**VOID
						22067	OUT RPR # 2603	-793.11	
30288	09/05/08	11,554.37	009	PACIFIC GAS & ELECTRIC		22143	7/16-8/25 115 DUBOIS	267.63	
						22144	7/26-8/26 1217 RIVER	64.10	
						22145	7/27-8/25 ENCINAL	2,805.44	
						22146	6/26-8/26 111 DUBOIS	3,924.16	
						22147	7/26-8/26 110 VERNON	1,910.29	
						22148	6/27-8/26 1200 RIVER	2,501.43	
						22149	7/27-8/25 115 DUBOIS	16.73	
						22150	7/26-8/25 115 DUBOIS	14.71	
						22151	7/30-8/26 1122 RIVER	49.88	
30289	09/05/08	686.64	043	PALACE ART & OFFICE SUPPLY		21821	OFFICE SUPPLY/IT	686.64	
30290	09/05/08	84.63	882	PRINT SHOP SANTA CRUZ	7	22011	PRINTING/OPS	84.63	
30291	09/05/08	1,123.81	001379	SAFETY-KLEEN		22060	HAZ WASTE DISP	1,123.81	
30292	09/05/08	913.05	002713	SANTA CRUZ AUTO TECH, INC.		21944	OUT RPR # 202	913.05	
30293	09/05/08	790.14	135	SANTA CRUZ AUTO PARTS, INC.		21777	OUT RPR EQUIP	86.37	
						21802	EMP TOOL REPLACE	39.99	
						21803	OTH MOB SUPPLIES	21.14	
						21916	REV VEH PARTS	120.00	
						21917	REV VEH PARTS	74.95	

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						21918	REV VEH PARTS	253.35	
						21919	REV VEH PARTS	78.55	
						21945	CLEANING SUPPLIES	115.79	
						22014	CREDIT NOTE	-60.41	
						22015	PARTS & SUPPLIES	60.41	
30294	09/05/08	53.12	973	SANTA CRUZ DODGE		21801	REV VEH PARTS	53.12	
30295	09/05/08	8,791.68	079	SANTA CRUZ MUNICIPAL UTILITIES		22128	7/19-8/21 1200 RIVER	2,953.83	
						22129	7/19-8/21 VERNON	410.12	
						22130	7/19-8/21 VERNON	112.65	
						22131	7/19-8/21 GOLF CLUB	1,013.30	
						22132	7/19-8/21 ENCINAL	863.33	
						22133	7/19-8/21 ENCINAL	169.57	
						22134	7/19-8/21 DUBOIS	387.32	
						22153	7/22-8/22 PACIFIC	2,770.76	
						22154	7/22-8/22 PACIFIC	110.80	
30296	09/05/08	111.77	113	SCMTD PETTY CASH - FLEET		22139	PETTY CASH/FLT	111.77	
30297	09/05/08	371.65	788	SCMTD PETTY CASH - FINANCE		22140	PETTY CASH/FINANCE	371.65	
30298	09/05/08	21.66	115	SNAP-ON INDUSTRIAL		22047	EMP TOOL	21.66	
30299	09/05/08	9,396.00	080C	STATE BOARD OF EQUALIZATION		22020	10/08-9/09 FUEL TAX	9,396.00	
30300	09/05/08	901.39	002805	TELEPATH CORPORATION		21941	OUT RPR EQUIP	901.39	
30301	09/05/08	235.03	170	TOWNSEND'S AUTO PARTS		22054	PARTS & SUPPLIES	235.03	
30302	09/05/08	197.41	007	UNITED PARCEL SERVICE		22085	FRT OUT/FLT	146.26	
						22086	FRT OUT/FLT	51.15	
30303	09/05/08	305,094.89	002829	VALLEY POWER SYSTEMS, INC.		21784	CORE CREDIT	-10,488.70	VOIDED
						21899	REV VEH PARTS	519.01	
						21900	SMALL TOOL	25.71	
						21901	OUT RPR TRANSMISSION	7,665.63	
						21948	REV VEH PARTS	42.28	
						22141	ENG REPOWER # 2229	153,665.48	
						22142	ENG REPOWER # 2309	153,665.48	
30303	09/18/08	-305,094.89	002829	VALLEY POWER SYSTEMS, INC.		21784	CORE CREDIT	10,488.70	**VOID
						21899	REV VEH PARTS	-519.01	
						21900	SMALL TOOL	-25.71	
						21901	OUT RPR TRANSMISSION	-7,665.63	
						21948	REV VEH PARTS	-42.28	
						22141	ENG REPOWER # 2229	-153,665.48	
						22142	ENG REPOWER # 2309	-153,665.48	
30304	09/05/08	1,361.18	221	VEHICLE MAINTENANCE PROGRAM		21902	REV VEH PARTS	1,361.18	
30305	09/05/08	53.63	434B	VERIZON CALIFORNIA		22071	MT.BIEWLASKI	53.63	
30306	09/05/08	11,385.00	001043	VISION SERVICE PLAN		22136	SEPT VISION INS	11,385.00	
30307	09/05/08	708.00	915	WORKIN.COM, INC.		22046	3 JOB ADVERTISEMENTS	708.00	
30308	09/12/08	265.00	002069	A TOOL SHED, INC.		22029	EQUIP RENTAL	265.00	
30309	09/12/08	900.08	001263	ABBOTT STREET RADIATOR, INC.		21998	OUT RPR # 2206	450.04	
						22178	OUT RPR # 9804	450.04	
30310	09/12/08	252.00	025	AMERICAN PUBLIC TRANSIT		22280	08 DBE PUBLIC NOTICE	252.00	
30311	09/12/08	55.60	294	ANDY'S AUTO SUPPLY	0	22025	PARTS & SUPPLIES	4.82	
						22217	PARTS & SUPPLIES	50.78	
30312	09/12/08	166.90	001	AT&T		22188	AUG PHONES/RIVER	166.90	
30313	09/12/08	2,710.78	001B	AT&T/MCI		22185	AUG PHONES	2,710.78	
30314	09/12/08	141.18	876	ATCHISON, BARISONE, CONDOTTI &	7	22281	LEGAL SVCS/FRONT	141.18	

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30315	09/12/08	60.74	002363	BATTERIES PLUS		22028	REPAIRS/MAINTENANCE	60.74	
30316	09/12/08	3,740.79	664	BAY COUNTIES PITCOCK PETROLEUM		22106	OIL & LUBE/FLT	3,740.79	
30317	09/12/08	221.23	123	BAY PHOTO LAB		22069	REV VEH PARTS	221.23	VOIDED
30317	09/18/08	-221.23	123	BAY PHOTO LAB		22069	REV VEH PARTS	-221.23	**VOID
30318	09/12/08	774.00	011	BEWLEYS CLEANING	7	22127	AUG JANITORIAL	774.00	
30319	09/12/08	89.64	685	BROOKS INTERNET SOFTWARE, INC.		22062	SOFTWARE UPGRADES	89.64	
30320	09/12/08	2,000.00	616	BROWN ARMSTRONG		22170	08 AUDIT SERVICES	2,000.00	
30321	09/12/08	439.33	002189	BUS & EQUIPMENT		22235	REV VEH PARTS	439.33	
30322	09/12/08	1,032.00	615	CALPELRA		22230	ACADEMY III/SLATER	399.00	
						22231	ANNUAL TRAIN/AVILES	633.00	
30323	09/12/08	1,744.00	001186	CENTRAL COAST SYSTEMS		22115	AUDIO/VIS ALARM	1,744.00	
30324	09/12/08	89.80	739	CENTURY CHEVROLET		22239	REV VEH PARTS	89.80	
30325	09/12/08	1,380.00	001192	CONSOLIDATED ENGINEERING, INC.		22173	INSPECTION SVCS/MB	1,380.00	
30326	09/12/08	44.00	E022	CUMMINGS, PATRICIA		22232	DMV FEES	44.00	
30327	09/12/08	1,183.31	504	CUMMINS WEST, INC.		22050	REV VEH PARTS	1,183.31	
30328	09/12/08	136.41	001000	DAIMLER BUSES N. AMERICA INC.		22076	REV VEH PARTS	136.41	
30329	09/12/08	3,998.04	001316	DEVCO OIL		22186	8/16-8/30 FUEL/FLT	3,998.04	
30330	09/12/08	13,751.61	085	DIXON & SON TIRE, INC.		22237	TIRES & TUBES	308.29	
						22258	TIRES & TUBES	419.67	
						22259	TIRES & TUBES	860.41	
						22260	TIRES & TUBES	1,266.30	
						22261	TIRES & TUBES	1,957.71	
						22262	TIRES & TUBES	422.89	
						22263	TIRES & TUBES	2,098.36	
						22264	TIRES & TUBES	652.57	
						22265	TIRES & TUBES	422.10	
						22266	TIRES & TUBES	843.42	
						22267	TIRES & TUBES	1,266.30	
						22268	TIRES & TUBES	1,305.14	
						22269	TIRES & TUBES	1,928.45	
30331	09/12/08	88.00	002388	DOGHERRA'S	7	22098	TOW # 308	88.00	
30332	09/12/08	744.00	432	EXPRESS EMPLOYMENT PROS		22184	TEMP/FLT W/E 6/01/08	744.00	
30333	09/12/08	102.64	001172	FERGUSON ENTERPRISES INC.		22078	REPAIRS/MAINTENANCE	102.64	
30334	09/12/08	4,719.75	001213	GILLIG LLC	7	22108	REV VEH PARTS	4,719.75	
30335	09/12/08	18,695.00	002123	GIRO, INC.		22172	HASTUS AGREEMENT	18,695.00	
30336	09/12/08	11,117.63	001029	GOLDEN GATE SYSTEMS	0	22171	08 WINDOWS SERVER	11,117.63	
30337	09/12/08	160.39	282	GRAINGER		22081	REPAIRS/MAINTENANCE	160.39	
30338	09/12/08	455.52	001097	GREENWASTE RECOVERY, INC.		22202	AUG GARB/MT HERMON	70.45	
						22203	AUG GARB/KINGS VLG	174.55	
						22204	AUG GARB/RESEARCH PK	210.52	
30339	09/12/08	58,180.39	001035	HARRIS & ASSOCIATES		22277	PROF SVCS THRU 7/31	58,180.39	
30340	09/12/08	48.83	510A	HASLER, INC.		22278	10/1-10/31 RENTL/ADM	48.83	
30341	09/12/08	161.90	215	IKON OFFICE SOLUTIONS		22174	7/18-8/19 MAINT/ADM	161.90	
30342	09/12/08	136.45	036	KELLY-MOORE PAINT CO., INC.		21960	REPAIRS/MAINTENANCE	62.84	
						22030	REPAIRS/MAINTENANCE	73.61	
30343	09/12/08	7.49	074	KENVILLE LOCKSMITHS	7	22032	REPAIRS/MAINTENANCE	7.49	
30344	09/12/08	245.00	001093	KROLL LABORATORY SPECIALISTS		22167	DRUG TESTS	245.00	
30345	09/12/08	1,506.30	852	LAW OFFICES OF MARIE F. SANG	7	21982	WORKERS COMP CLAIM	576.30	
						21983	WORKERS COMP CLAIM	930.00	
30346	09/12/08	451.25	002570	LEADERSHIP DIRECTORIES, INC.		22157	ACCT. 1037050-1	451.25	

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30347	09/12/08	2,072.06	001358	MARINA MOTOR COMPANY	22068	OUT RPR #206	2,072.06	
30348	09/12/08	1,950.00	764	MERCURY METALS	22240	RAMP REPAIR	650.00	
					22241	RAMP REPAIR	650.00	
					22242	RAMP REPAIR	650.00	
30349	09/12/08	592.32	041	MISSION UNIFORM	22021	UNI/LAUNDRY/FLT	303.31	
					22022	UNIF/LAUNDRY/FLT	43.26	
					22023	UNIF/LAUNDRY/FLT	50.60	
					22024	UNIF/LAUNDRY/FLT	127.26	
					22031	UNIF/LAUNDRY/FAC	67.89	
30350	09/12/08	127.31	089	MOTION INDUSTRIES, INC.	22110	REPAIRS/MAINTENANCE	127.31	
30351	09/12/08	394.94	001063	NEW FLYER INDUSTRIES LIMITED	22109	REV VEH PARTS	394.94	
30352	09/12/08	3,364.99	002721	NEXTEL COMMUNICATIONS	22195	8/4-9/3 PHONES/PT	1,405.98	
					22233	PHONES/OPS	1,959.01	
30353	09/12/08	1,977.36	009	PACIFIC GAS & ELECTRIC	22189	8/1-8/28 PACIFIC	1,977.36	
30354	09/12/08	1,147.41	043	PALACE ART & OFFICE SUPPLY	22027	OFFICE SUPPLIES/FLT	180.41	
					22040	OFFICE SUPPLIES/OPS	283.67	
					22063	OFFICE SUPPLY/ADM	83.71	
					22082	OFFICE SUPPLY/FAC	390.55	
					22162	OFFICE SUPPLIES/HRD	245.75	
					22163	OFFICE SUPPLIES/HRD	9.32	
					22234	CREDIT MEMO	-46.00	
30355	09/12/08	2,223.49	002823	PAT PIRAS CONSULTING	7 22201	PROF SVCS	2,223.49	
30356	09/12/08	494.00	481	PIED PIPER EXTERMINATORS, INC.	22033	AUG PEST CONTROL	241.00	
					22034	AUG PEST CONTROL	70.00	
					22035	AUG PEST CONTROL	183.00	
30357	09/12/08	1,500.00	001221	PITNEY BOWES-RESERVE ACCOUNT	22168	PREPAID POSTAGE	1,500.00	
30358	09/12/08	95.25	358	POWR-FLITE	22187	PARTS & SUPPLIES	95.25	
30359	09/12/08	1,757.21	156	PRINT GALLERY, THE	22164	PRINTING/MTC	1,757.21	
30360	09/12/08	472.80	061A	REGISTER PAJARONIAN	22072	CLASS ADV-PURCHASING	472.80	
30361	09/12/08	65.00	001169	RITE COUNT	7 22229	PARTS & SUPPLIES	65.00	
30362	09/12/08	26,238.31	966	S.C. FUELS	0 22075	DIESEL/FLT	26,238.31	
30363	09/12/08	226.45	135	SANTA CRUZ AUTO PARTS, INC.	22003	PARTS & SUPPLIES	14.11	
					22004	PARTS & SUPPLIES	70.64	
					22026	REV VEH PARTS	97.00	
					22053	PARTS & SUPPLIES	30.34	
					22070	CLEANING SUPPLIES	24.09	
					22243	CREDIT MEMO	-9.73	
30364	09/12/08	1,457.46	079	SANTA CRUZ MUNICIPAL UTILITIES	22190	7/19-8/21 1217 RIVER	324.85	
					22191	7/19-8/21 GOLF CLUB	116.33	
					22192	7/19-8/21 DUBOIS	156.02	
					22193	7/19-8/21 1200 RIVER	860.26	
30365	09/12/08	106.88	122	SCMTD PETTY CASH - OPS	22159	PETTY CASH/OPS	106.88	
30366	09/12/08	1,815.08	002459	SCOTTS VALLEY WATER DISTRICT	22194	6/9-8/8 KINGS VLG	1,815.08	
30367	09/12/08	2,500.00	002267	SHAW & YODER, INC.	22169	AUG LEGISLATIVE SVC	2,500.00	
30368	09/12/08	466.42	104	STATE STEEL COMPANY	0 22059	REPAIRS/MAINTENANCE	466.42	
30369	09/12/08	69.89	001800	THERMO KING OF SALINAS, INC	22275	REV VEH PARTS	69.89	
30370	09/12/08	103.34	002504	TIFCO INDUSTRIES	22276	PARTS & SUPPLIES	103.34	
30371	09/12/08	902.06	170	TOWNSEND'S AUTO PARTS	22055	PARTS & SUPPLIES	244.74	
					22056	PARTS & SUPPLIES	287.50	
					22057	PARTS & SUPPLIES	73.96	

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						22058	PARTS & SUPPLIES	295.86	
30372	09/12/08	22.01	007	UNITED PARCEL SERVICE		22176	FRT OUT/FLT	22.01	
30373	09/12/08	2,000.00	002873	USPS-HASLER		22279	POSTAGE FOR METER	2,000.00	
30374	09/12/08	10.00	E432	VALDEZ, RUBEN		22158	DMV FEES	10.00	
30375	09/12/08	540.24	002829	VALLEY POWER SYSTEMS, INC.		21996	REV VEH PARTS	286.98	VOIDED
						21997	REV VEH PARTS	222.72	
						22077	REV VEH PARTS	30.54	
30375	09/18/08	-540.24	002829	VALLEY POWER SYSTEMS, INC.		21996	REV VEH PARTS	-286.98	**VOID
						21997	REV VEH PARTS	-222.72	
						22077	REV VEH PARTS	-30.54	
30376	09/12/08	70.00	682	WEISS, AMY L.	7	22175	AUG INTERPRETER	70.00	
30377	09/12/08	137.80	436	WEST PAYMENT CENTER		22161	CONSTR LITIG HDBK	137.80	
30378	09/12/08	2,094.98	001506	WESTERN STATES OIL CO., INC.		22107	OIL & LUBE/FLT	2,094.98	
30379	09/12/08	325.61	042	WFCB-OSH COMMERCIAL SERVICES		22196	5780-9700-1033-8159	50.28	
						22197	5780-9700-1033-8159	4.36	
						22198	5780-9700-1033-8159	221.84	
						22199	5780-9700-1033-8159	27.57	
						22200	5780-9700-1033-8159	21.56	
30380	09/12/08	11,330.76	002875	WILBUR SMITH ASSOCIATES		22138	3/1-8/1 PROF SVCS	11,330.76	
30381	09/12/08	47.58	147	ZEE MEDICAL SERVICE CO.		22210	SAFETY SUPPLIES	30.27	
						22211	SAFETY SUPPLIES	17.31	
30382	09/19/08	446.40	001193	AA GLASS SHOP	7	22430	REPAIRS/MAINTENANCE	446.40	
30383	09/19/08	1,340.47	001188	AFV FLEET SERVICE		22273	REV VEH PARTS	1,340.47	
30384	09/19/08	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		22248	AUG INSPECTION	125.00	
30385	09/19/08	18.48	123	BAY PHOTO LAB		22374	PHOTO PROCESS/PT	18.48	
30386	09/19/08	333.30	002189	BUS & EQUIPMENT		22331	REV VEH PARTS	333.30	
30387	09/19/08	10.00	E040	CALDERON, SALVADOR		22366	DMV FEES	10.00	
30388	09/19/08	74.44	172	CENTRAL WELDER'S SUPPLY, INC.		22208	TANK RENTAL	11.16	
						22292	SAFETY SUPPLIES	63.28	
30389	09/19/08	2,281.41	739	CENTURY CHEVROLET		22325	OUT RPR REV VEH	1,157.11	
						22328	REV VEH PARTS	300.29	
						22329	OUT RPR REV VEH	674.01	
						22330	OUT RPR REV VEH	150.00	
30390	09/19/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		22394	SEPT LEGISLATIVE SVC	5,000.00	
30391	09/19/08	10.63	130	CITY OF WATSONVILLE UTILITIES		22421	8/1-9/1 RODRIGUEZ	10.63	
30392	09/19/08	6,793.33	909	CLASSIC GRAPHICS		22112		1,889.13	
						22301	OUT RPR # 9813	4,904.20	
30393	09/19/08	47,485.00	001124	CLEAN ENERGY		22315	LNG/FLT	10,304.10	
						22316	LNG/FLT	24,373.64	
						22434	LNG/FLT	12,807.26	
30394	09/19/08	50.32	001084	CLUTCH COURIERS		22166	PROF SVCS/RISK	50.32	
30395	09/19/08	779.00	413	COLUMBIA EQUIPMENT COMPANY INC		22271	REPAIRS/MAINTENANCE	779.00	
30396	09/19/08	60.80	002063	COSTCO		22352	PHOTO PROCESS/OPS	9.79	
						22353	PHOTO PROCESS/OPS	2.24	
						22354	PHOTO PROCESS/OPS	6.09	
						22355	PHOTO PROCESS/OPS	2.20	
						22356	PHOTO PROCESS/OPS	3.55	
						22357	PHOTO PROCESS/OPS	2.24	
						22358	PHOTO PROCESS/OPS	4.49	
						22359	PHOTO PROCESS/OPS	6.05	

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						22360	PHOTO PROCESS/OPS	2.24	
						22361	PHOTO PROCESS/OPS	10.71	
						22362	PHOTO PROCESS/OPS	3.18	
						22363	PHOTO PROCESS/OPS	3.18	
						22364	PHOTO PROCESS/OPS	4.84	
30397	09/19/08	1,346.09	T167	CROOM, JACOB		22382	TENANT DEPOSIT	1,346.09	
30398	09/19/08	1,385.10	157	DELL MARKETING L.P.		22373	36"HRDWARE RACK	1,385.10	
30399	09/19/08	1,432.20	480	DIESEL MARINE ELECTRIC, INC.		22087	REV VEH PARTS	1,432.20	
30400	09/19/08	250.00	002624	DIGITAL RECORDERS		22304	REV VEH PARTS	250.00	
30401	09/19/08	165.57	085	DIXON & SON TIRE, INC.		22257	TIRES & TUBES	165.57	
30402	09/19/08	49.00	002388	DOGHERRA'S	7	22322	TOW # 311	49.00	
30403	09/19/08	500.00	002862	ECOLOGICAL CONCERNS INC.		22377	WATER DRAINAGE/MB	500.00	
30404	09/19/08	2,502.75	001492	EVERGREEN OIL INC.		22179	HAZ WASTE DISPOSAL	127.00	
						22180	HAZ WASTE DISP	81.25	
						22181	HAZ WASTE DISP	150.00	
						22182	HAZ WASTE DISP	1,409.50	
						22345	HAZ WASTE DISP	245.00	
						22346	HAZ WASTE DISP	490.00	
30405	09/19/08	10.00	E291	FARRIS, BONNIE		22369	DMV FEES	10.00	
30406	09/19/08	87.03	001172	FERGUSON ENTERPRISES INC.		22255	REPAIRS/MAINTENANCE	87.03	
30407	09/19/08	87.00	T164	FUKADA, YOSHIE		22367	29 UNUSED PT COUPONS	87.00	
30408	09/19/08	70.00	001189	GARY KENVILLE LOCKSMITH	7	22307	SERVICE CALL/GOLF	70.00	
30409	09/19/08	861.72	282	GRAINGER		22247	PARTS & SUPPLIES	121.10	
						22253	REPAIRS/MAINTENANCE	439.43	
						22270	REPAIRS/MAINTENANCE	110.53	
						22272	PARTS & SUPPLIES	190.66	
30410	09/19/08	41.82	546	GRANITEROCK COMPANY		22252	REPAIRS/MAINTENANCE	28.48	
						12347	REPAIRS/MAINTENANCE	13.34	
30411	09/19/08	41.04	510A	HASLER, INC.		22323	OCT RENTAL	41.04	
30412	09/19/08	10.00	E035	HERRERA, JOSE		22391	DMV FEES	10.00	
30413	09/19/08	1,824.00	878	KELLY SERVICES, INC.		22365	TEMP/OPS W/E 8/24&31	1,824.00	
30414	09/19/08	118.88	036	KELLY-MOORE PAINT CO., INC.		22104	REPAIRS/MAINTENANCE	2.47	
						22443	CREDIT MEMO	-174.52	
						22444	REPAIRS/MAINTENANCE	290.93	
30415	09/19/08	14.97	074	KENVILLE LOCKSMITHS	7	22213	REPAIRS/MAINTENANCE	14.97	
30416	09/19/08	315.00	852	LAW OFFICES OF MARIE F. SANG	7	22160	WORKERS COMP CLAIM	315.00	
30417	09/19/08	30.00	880	LEXISNEXIS		22165	PROF/TECH SVC/RISK	30.00	
30418	09/19/08	1,346.09	T166	LONSDALE, CONNOR		22381	TENANT DEPOSIT	1,346.09	
30419	09/19/08	681.99	041	MISSION UNIFORM		22084	UNIF/LAUNDRY/FAC	130.19	
						22120	UNIF/LAUNDRY/FLT	39.12	
						22121	UNIF/LAUNDRY/FLT	301.40	
						22122	UNIF/LAUNDRY/FLT	50.60	
						22123	UNIF/LAUNDRY/FLT	127.26	
						22321	UNIF/LAUNDRY/PT	33.42	
30420	09/19/08	44.00	E298	MITCHELL, TODD		22370	DMV FEES	44.00	
30421	09/19/08	153.53	001220	MONTEREY COUNTY PETROLEUM		22314	REPAIRS/MAINTENANCE	153.53	
30422	09/19/08	29,064.08	002891	NCLN20, INC.		22376	AUGUST SECURITY	29,064.08	
30423	09/19/08	571.54	001063	NEW FLYER INDUSTRIES LIMITED		22296	REV VEH PARTS	1.92	
						22297	REV VEH PARTS	10.80	
						22298	REV VEH PARTS	377.92	

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					22299	REV VEH PARTS	277.50	
					22300	CREDIT MEMO	-96.60	
30424	09/19/08	20.84	161 OCEAN CHEVROLET		22125	REV VEH PARTS	11.88	
					22209	REV VEH PARTS	8.96	
30425	09/19/08	108.25	001002 ORACLE CORPORATION		22061	SUPPORT/UPDATE	108.25	
30426	09/19/08	3,423.97	009 PACIFIC GAS & ELECTRIC		22309	7/25-9/4 KINGS VLG	2,446.48	
					22388	8/12-9/9 RESEARCH	977.49	
30427	09/19/08	315.19	043 PALACE ART & OFFICE SUPPLY		22111	OFFICE SUPPLIES/FLT	286.03	
					22238	OFFICE SUPPLIES/PT	29.16	
30428	09/19/08	1,585.27	950 PARADISE LANDSCAPE INC	0	22206	SEPT MAINTENANCE	887.00	
					22207	IRRIGATION SVC/SVTC	698.27	
30429	09/19/08	150.00	481 PIED PIPER EXTERMINATORS, INC.		22334	AUG PEST CONTROL	53.00	
					22335	AUG PEST CONTROL	48.50	
					22336	AUG PEST CONTROL	48.50	
30430	09/19/08	977.59	882 PRINT SHOP SANTA CRUZ	7	22350	PRINTING/OPS	53.17	
					22351	PRINTING/OPS	924.42	
30431	09/19/08	1.25	107A PROBUILD		22224	REPAIRS/MAINTENANCE	1.25	
30432	09/19/08	5,198.50	904 RNL DESIGN		22393	SVCS THRU 6/30 MB	5,198.50	
30433	09/19/08	26,953.61	966 S.C. FUELS	0	22183	DIESEL/FLT	26,953.61	
30434	09/19/08	348.55	018 SALINAS VALLEY FORD SALES		22114	REV VEH PARTS	348.55	
30435	09/19/08	522.57	135 SANTA CRUZ AUTO PARTS, INC.		22113	PARTS & SUPPLIES	23.87	
					22119	PARTS & SUPPLIES	45.49	
					22317	REV VEH PARTS	27.78	
					22318	REV VEH PARTS	79.48	
					22320	REV VEH PARTS	124.72	
					22442	REV VEH PARTS	221.23	
30436	09/19/08	246.00	957 SECURITY SHORING & STEEL PLT		22205	7/28-8/27 RENTAL	246.00	
30437	09/19/08	62.61	E239 SLATER, ROBYN		22396	TRAVEL EXPENSE	62.61	
30438	09/19/08	727.65	115 SNAP-ON INDUSTRIAL		22249	SMALL TOOLS	421.03	
					22445	SMALL TOOLS	306.62	
30439	09/19/08	1,081.00	080 STATE BOARD OF EQUALIZATION		22436	AUG USE TAX PREPAY	1,081.00	
30440	09/19/08	127.69	104 STATE STEEL COMPANY	0	22256	PARTS & SUPPLIES	127.69	
30441	09/19/08	16,801.59	001648 STEVE'S UNION SERVICE		22324	AUG FUEL/PT	16,801.59	
30442	09/19/08	37.20	R533 SZEREMET, JULIE		22368	SETTLEMENT COST	37.20	
30443	09/19/08	2,707.41	002805 TELEPATH CORPORATION		22177	SEPT MAINT/REPAIRS	2,707.41	
30444	09/19/08	1,346.09	T165 TICE, GREGORY		22380	TENANT DEPOSIT	1,346.09	
30445	09/19/08	2,800.00	001180 TOTAL COMPENSATION SYSTEMS		22375	GASB ACTUARIAL VAL	2,800.00	
30446	09/19/08	213.72	170 TOWNSEND'S AUTO PARTS		22218	REV VEH PARTS	213.72	
30447	09/19/08	5,267.87	057 U.S. BANK		22437	4246044555645971	301.25	
					22438	4246044555645971	876.18	
					22439	4246044555645971	820.66	
					22440	4246044555645971	191.00	
					22441	4246044555645971	3,078.78	
30448	09/19/08	71.78	007 UNITED PARCEL SERVICE		22337	FRT OUT/FLT	71.78	
30449	09/19/08	10.83	946 UNITED SITE SERVICES		22371	FENCE RENT/DUBOIS	10.83	
30450	09/19/08	723.45	002829 VALLEY POWER SYSTEMS, INC.		21996	REV VEH PARTS	286.98	VOIDED
					21997	REV VEH PARTS	222.72	
					22077	REV VEH PARTS	30.54	
					22274	REV VEH PARTS	146.07	
					22378	PARTS & SUPPLIES	37.14	

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30450	09/22/08	-723.45	002829	VALLEY POWER SYSTEMS, INC.		21996	REV VEH PARTS	-286.98	**VOID
						21997	REV VEH PARTS	-222.72	
						22077	REV VEH PARTS	-30.54	
						22274	REV VEH PARTS	-146.07	
						22378	PARTS & SUPPLIES	-37.14	
30451	09/19/08	44.00	E446	WALSH, CHRIS		22379	DMV FEES	44.00	
30452	09/19/08	728.00	915	WORKIN.COM, INC.		22392	9/4 JOB POST	728.00	
30453	09/19/08	25.00	744	WRIGHT, LESLEY	7	22402	PROF SVCS	25.00	
30454	09/19/08	1,346.09	T168	YAWATA, KRISTIN		22383	TENANT DEPOSIT	1,346.09	
30455	09/19/08	227.04	147	ZEE MEDICAL SERVICE CO.		22419	SAFETY SUPPLIES	227.04	
30456M	09/24/08	55.00	R534	BECKFORD INVESTIGATIONS		22553	PROF SVCS/RISK	55.00	MANUAL
				PROF SVCS/RISK					
30457	09/26/08	795.00	002069	A TOOL SHED, INC.		22212	EQUIPMENT RENTAL	265.00	
						22293	EQUIP RENTAL	265.00	
						22294	EQUIP RENTAL	265.00	
30458	09/26/08	1,591.32	002509	ACCONTEMP		22480	TEMP/OPS W/E 9/5	1,591.32	
30459	09/26/08	346.16	020	ADT SECURITY SERVICES INC.		22423	OCT ALARMS	61.90	
						22424	OCT ALARMS	42.71	
						22425	OCT ALARMS	64.46	
						22426	OCT ALARMS	83.77	
						22427	OCT ALARMS	46.66	
						22428	OCT ALARMS	46.66	
30460	09/26/08	806.97	934	ADVANCED NETWORK SYSTEMS		22385	MCAFEE VIRUSSCAN	806.97	
30461	09/26/08	9.68	294	ANDY'S AUTO SUPPLY	0	22216	PARTS & SUPPLIES	9.68	
30462	09/26/08	481.52	001	AT&T		22461	REPEATERS/OPS	396.42	
						22527	SEPT REPEATERS/OPS	85.10	
30463	09/26/08	53.29	M033	BAILEY, NEIL	0	22558	MED PYMT SUPP	53.29	
30464	09/26/08	745.00	478	BEE CLENE	0	22313	CARPET/ENCINAL	745.00	
30465	09/26/08	49.88	M077	BRADFORD, THOMAS	0	22559	MED PYMT SUPP	49.88	
30466	09/26/08	19.19	M072	BRIDINGER, CHRIS	0	22588	MED PYMT SUPP	19.19	
30467	09/26/08	38.37	M078	BRIDINGER, DENISE	0	22560	MED PYMT SUPP	38.37	
30468	09/26/08	38.37	M079	BROGDON, ROY	0	22561	MED PYMT SUPP	38.37	
30469	09/26/08	323.00	002189	BUS & EQUIPMENT		22542	REV VEH PARTS	323.00	
30470	09/26/08	439,185.33	502	CA PUBLIC EMPLOYEES'		22533	OCT MED INS	439,185.33	
30471	09/26/08	53.28	M022	CAPELLA, KATHLEEN	0	22580	MED PYMT SUPP	53.28	
30472	09/26/08	19.19	M080	CARR, DALE	0	22562	MED PYMT SUPP	19.19	
30473	09/26/08	26.65	M073	CENTER, DOUG	0	22589	MED PYMT SUPP	26.65	
30474	09/26/08	1,842.67	739	CENTURY CHEVROLET		22326	REV VEH PARTS	1,283.46	
						22327	OUT RPR # 311	150.00	
						22332	OUT RPR # 309	409.21	
30475	09/26/08	26.65	M036	CERVANTES, GLORIA	0	22563	MED PYMT SUPP	26.65	
30476	09/26/08	55.00	569	CHARTONE, INC.		22502	PROF FEES/RECORDS	55.00	
30477	09/26/08	2,151.48	130	CITY OF WATSONVILLE UTILITIES		22454	7/2-9/4 RODRIGUEZ	87.66	
						22455	7/2-9/4 RODRIGUEZ	67.40	
						22456	7/2-9/4 RODRIGUEZ	552.86	
						22457	CONTAINER/RODRIGUEZ	1,443.56	
30478	09/26/08	4,600.41	909	CLASSIC GRAPHICS		22344	OUT RPR # 9830	4,600.41	
30479	09/26/08	16,848.60	001124	CLEAN ENERGY		22435	LNG/FLT	8,388.06	
						22504	LNG/FLT	8,460.54	
30480	09/26/08	300.00	002448	CLEAR VIEW, LLC	0	22509	WINDOWS/WTC	300.00	

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 09/01/08 THRU 09/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30481	09/26/08	139.24	002063	COSTCO		22348	OFFICE SUPPLY/OPS	139.24	
30482	09/26/08	19.19	M116	CRAMBLETT, LAWRENCE		22590	MED PYMT SUPP	19.19	
30483	09/26/08	26.65	M092	CRAWFORD, TERRI	0	22591	MED PYMT SUPP	26.65	
30484	09/26/08	14,424.48	504	CUMMINS WEST, INC.		22291	ENG RPR # 2203	13,812.69	
						22310	REV VEH PARTS	611.79	
30485	09/26/08	115.52	001000	DAIMLER BUSES N. AMERICA INC.		22308	REV VEH PARTS	115.52	
30486	09/26/08	26.65	M039	DAVILA, ANA MARIA	0	22564	MED PYMT SUPP	26.65	
30487	09/26/08	4,081.37	001316	DEVCO OIL		22531	9/1-9/15 FUEL/FLT	4,081.37	
30488	09/26/08	5,150.00	002624	DIGITAL RECORDERS		22507	REV VEH PARTS	350.00	
						22556	REV VEH PARTS	4,800.00	
30489	09/26/08	395.02	085	DIXON & SON TIRE, INC.		22236	TIRES & TUBES	395.02	
30490	09/26/08	26.65	M096	DRAKE, JUDITH	0	22592	MED PYMT SUPP	26.65	
30491	09/26/08	26.09	372	FEDERAL EXPRESS		22500	SHIPPING/FLT	26.09	
30492	09/26/08	10.80	001172	FERGUSON ENTERPRISES INC.		22254	REPAIRS/MAINTENANCE	10.80	
30493	09/26/08	26.65	M099	FIKE, LOUIS	0	22593	MED PYMT SUPP	26.65	
30494	09/26/08	60.00	002295	FIRST ALARM		22555	AUG SERVICES	60.00	
30495	09/26/08	7,485.20	001158	FRICKE PARKS PRESS INC		22450	PRINTING/MTC	7,485.20	
30496	09/26/08	119.24	M074	GABRIELE, BERNARD	0	22594	MED PYMT SUPP	119.24	
30497	09/26/08	26.65	M040	GARBEZ, LINDA	0	22565	MED PYMT SUPP	26.65	
30498	09/26/08	53.29	M100	GARCIA, SANTIAGO	0	22566	MED PYMT SUPP	53.29	
30499	09/26/08	26.65	M101	GOES, ALAN	0	22595	MED PYMT SUPP	26.65	
30500	09/26/08	53.29	M041	GOUVEIA, ROBERT	0	22567	MED PYMT SUPP	53.29	
30501	09/26/08	53.29	M081	HALL, JAMES	0	22568	MED PYMT SUPP	53.29	
30502	09/26/08	26.65	M082	HINDIN, LENORE	0	22569	MED PYMT SUPP	26.65	
30503	09/26/08	29,000.00	002116	HINSHAW, EDWARD & BARBARA	7	22548	370 ENCINAL RENT	29,000.00	
30504	09/26/08	49.88	M043	HOLODNICK, JAMES	0	22570	MED PYMT SUPP	49.88	
30505	09/26/08	244.65	166	HOSE SHOP, THE		22311	REPAIRS/MAINTENANCE	192.93	
						22312	REPAIRS/MAINTENANCE	7.84	
						22524	PARTS & SUPPLIES	43.88	
30506	09/26/08	19.19	M075	HOWARD, CAROL	0	22596	MED PYMT SUPP	19.19	
30507	09/26/08	781.20	001209	IKON FINANCIAL SERVICES		22479	10/1-12/31 LEASE/OPS	781.20	
30508	09/26/08	15,308.20	002117	IULIANO	7	22550	111 DUBOIS RENT	12,036.59	
						22551	115 DUBOIS RENT	3,271.61	
30509	09/26/08	26.65	M069	JACOBS, KENNETH	0	22581	MED PYMT SUPP	26.65	
30510	09/26/08	2,706.85	110	JESSICA GROCERY STORE, INC.		22549	CUSTODIAN SERVICES	2,706.85	
30511	09/26/08	26.65	M104	JUSSEL, PETE	0	22597	MED PYMT SUPP	26.65	
30512	09/26/08	273.25	M061	KAMEDA, TERRY	0	22582	MED PYMT SUPP	273.25	
30513	09/26/08	91.40	1117	KELLEY'S SERVICE INC.		22245	REV VEH PARTS	73.30	
						22246	REV VEH PARTS	18.10	
30514	09/26/08	1,728.00	878	KELLY SERVICES, INC.		22481	TEMP/OPS W/E 9/7	768.00	
						22554	TEMP/OPS W/E 9/14	960.00	
30515	09/26/08	13.45	036	KELLY-MOORE PAINT CO., INC.		22295	REPAIRS/MAINTENANCE	13.45	
30516	09/26/08	419.69	039	KINKO'S INC.		22449	PRINTING/MTC	419.69	
30517	09/26/08	724.30	002240	KLEEN-RITE	7	22389	REPAIRS/MAINTENANCE	724.30	
30518	09/26/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	22552	CAPITOLA MALL RENT	1,407.05	
30519	09/26/08	573.50	041	MISSION UNIFORM		22219	UNIF/LAUNDRY/FLT	127.26	
						22220	UNIF/LAUNDRY/FLT	39.12	
						22221	UNIF/LAUNDRY/FLT	50.60	
						22222	UNIF/LAUNDRY/FLT	280.63	
						22223	UNIF/LAUNDRY/FAC	67.89	

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 09/01/08 THRU 09/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						22458	UNIF/LAUNDRY/FAC	8.00	
30520	09/26/08	62.36	001063	NEW FLYER INDUSTRIES LIMITED		22305	REV VEH PARTS	62.36	
30521	09/26/08	26.65	M050	O'MARA, KATHLEEN	0	22571	MED PYMT SUPP	26.65	
30522	09/26/08	804.58	001200	O.C. MC DONALD COMPANY, INC.		22429	SERVICE/WTR HEATER	804.58	
30523	09/26/08	712.13	872	PACIFIC MATERIAL HANDLING SOL.		22557	OUT RPR # 701	712.13	
30524	09/26/08	398.08	043	PALACE ART & OFFICE SUPPLY		22349	OFFICE SUPPLIES/OPS	398.08	
30525	09/26/08	243.55	M057	PARHAM, WALLACE	0	22583	MED PYMT SUPP	243.55	
30526	09/26/08	38.37	M051	PENDRAGON, LINDA	0	22572	MED PYMT SUPP	38.37	
30527	09/26/08	53.29	M109	PEREZ, CHERYL		22573	MED PYMT SUPP	53.29	
30528	09/26/08	206.43	M064	PETERS, TERRIE	0	22584	MED PYMT SUPP	206.43	
30529	09/26/08	26.65	M070	PICARELLA, FRANCIS	0	22585	MED PYMT SUPP	26.65	
30530	09/26/08	146.48	050	PITNEY BOWES INC.		22102	10/1-12/31 RENTAL/MC	146.48	
30531	09/26/08	26.65	M117	POLANCO, ANDRES		22598	MED PYMT SUPP	26.65	
30532	09/26/08	243.55	M058	POTEETE, BEVERLY	0	22586	MED PYMT SUPP	243.55	
30533	09/26/08	397.11	882	PRINT SHOP SANTA CRUZ	7	22452	PRINTING/MTC	132.37	
						22466	PRINTING/ADM	264.74	
30534	09/26/08	229.51	107A	PROBULD		22225	REPAIRS/MAINTENANCE	168.39	
						22226	REPAIRS/MAINTENANCE	5.84	
						22227	REPAIRS/MAINTENANCE	0.97	
						22228	REPAIRS/MAINTENANCE	35.13	
						22244	PARTS & SUPPLIES	1.16	
						22288	REPAIRS/MAINTENANCE	18.02	
30535	09/26/08	246.60	M005	ROSS, EMERY	0	22579	MED PYMT SUPP	246.60	
30536	09/26/08	53.29	M085	ROSSI, DENISE	0	22574	MED PYMT SUPP	53.29	
30537	09/26/08	290.50	067	ROTO-ROOTER		22422	SERVICE/GOLF CLB	290.50	
30538	09/26/08	26.65	M030	ROWE, RUBY		22575	MED PYMT SUPP	26.65	
30539	09/26/08	25,748.53	966	S.C. FUELS	0	22462	DIESEL/FLT	25,748.53	
30540	09/26/08	1,659.70	002713	SANTA CRUZ AUTO TECH, INC.		22342	OUT RPR #9951	907.45	
						22403	OIL CHANGE	50.15	
						22404	OIL CHANGE	50.15	
						22405	OIL CHANGE	50.15	
						22406	OIL CHANGE	50.15	
						22407	OIL CHANGE	50.15	
						22408	OIL CHANGE	50.15	
						22409	OIL CHANGE	50.15	
						22410	OIL CHANGE	50.15	
						22411	OIL CHANGE	50.15	
						22412	OIL CHANGE	50.15	
						22413	OIL CHANGE	50.15	
						22414	OIL CHANGE	50.15	
						22415	OIL CHANGE	50.15	
						22416	OIL CHANGE	50.15	
						22417	OIL CHANGE	50.15	
30541	09/26/08	136.96	135	SANTA CRUZ AUTO PARTS, INC.		22215	REV VEH PARTS	97.26	
						22319	REV VEH PARTS	39.70	
30542	09/26/08	6,781.65	977	SANTA CRUZ TRANSPORTATION, LLC	7	22465	AUG PT SERVICES	6,781.65	
30543	09/26/08	14.48	276	SCOTTS VALLEY SPRINKLER		22214	REPAIRS/MAINTENANCE	14.48	
30544	09/26/08	208.67	M010	SHORT, SLOAN	0	22587	MED PYMT SUPP	208.67	
30545	09/26/08	26.65	M112	SILVA, EDUARDO	0	22599	MED PYMT SUPP	26.65	
30546	09/26/08	100.00	B016	SKILLICORN, DALE	7	22602	SEPT BOARD MTGS	100.00	

5-1.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 09/01/08 THRU 09/30/08

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30547	09/26/08	53.29	M054	SLOAN, FRANCIS	0	22576	MED PYMT SUPP	53.29	
30548	09/26/08	12,889.99	001075	SOQUEL III ASSOCIATES	7	22545	OCT 08 RENT	12,116.23	
						22546	SEPT 08 RENT INCREAS	386.88	
						22547	SEC DEP INCREASE	386.88	
30549	09/26/08	1,163.99	017	SUN MICROSYSTEMS, INC.		22372	OUT RPR EQUIP/IT	1,163.99	VOIDED
30550	09/26/08	375.00	001165	THANH N. VU MD	7	22432	PHYS EXAM	75.00	
						22475	MEDICAL EXAM	75.00	
						22476	MEDICAL EXAM	75.00	
						22477	MEDICAL EXAM	75.00	
						22478	MEDICAL EXAM	75.00	
30551	09/26/08	26.65	M086	TOLINE, DONALD	0	22577	MED PYMT SUPP	26.65	
30552	09/26/08	41.69	007	UNITED PARCEL SERVICE		22503	FRT OUT/FLT	41.69	
30553	09/26/08	1,158.48	221	VEHICLE MAINTENANCE PROGRAM		22418	REV VEH PARTS	1,158.48	
30554	09/26/08	100.82	434B	VERIZON CALIFORNIA		22538	PC CARDS/ADMIN	100.82	
30555	09/26/08	93.72	M076	VONWAL, YVETTE	0	22600	MED PYMT SUPP	93.72	
30556	09/26/08	123.05	001986	WAGER CO., INC. ROBERT		22463	SMALL TOOLS	123.05	
30557	09/26/08	2,549.42	001083	WATSONVILLE TRANSPORTATION, INC		22470	AUG PT SERVICES	2,549.42	
30558	09/26/08	285.51	436	WEST PAYMENT CENTER		22532	AUG ACCESS CHARGES	285.51	
30559	09/26/08	19.19	M115	WILLIAMS, CHRIS	0	22601	MED PYMT SUPP	19.19	
30560	09/26/08	26.65	M088	YAGI, RANDY	0	22578	MED PYMT SUPP	26.65	
TOTAL		1,216,924.58		ACCOUNTS PAYABLE			TOTAL CHECKS	320	1,216,924.58

5-1.12



AGENDA

**OCTOBER 15, 2008 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

1. ROLL CALL
2. AGENDA ADDITIONS/DELETIONS
3. ORAL/WRITTEN COMMUNICATION
 - a. E & D TAC Re: METRO's Discount Bus Pass Policy
 - b. SCCRTC Re: Kurtis Lemke Paracruz Complaint
4. CONSIDERATION OF MINUTES OF SEPTEMBER 17, 2008
5. RIDERSHIP REPORT FOR JUNE 2008
6. PARACRUZ OPERATIONS STATUS REPORTS FOR JUNE 2008
7. DISCUSSION OF METRO'S DISCOUNT FARE PROGRAM POLICY CHANGES
8. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS
9. DISCUSSION OF UPCOMING WATSONVILLE MAC MEETING AGENDA
10. DISTRIBUTION OF MAC VOUCHERS
11. COMMUNICATIONS TO METRO GENERAL MANAGER
12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS
13. ITEMS FOR NEXT MEETING AGENDA
14. ADJOURNMENT

*NEXT MEETING: WEDNESDAY, NOVEMBER 19, 2008, AT 6:00 PM
WATSONVILLE CITY COUNCIL CHAMBERS*

5-3.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

July 16, 2008

The METRO Advisory Committee (MAC) met on Wednesday, July 16, 2008 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:25 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Heidi Curry
Naomi Gunther, Chair
Mara Murphy, Vice Chair
Dennis "Pop" Papadopulo
Dave Williams
Robert Yount

STAFF PRESENT

Ciro Aguirre, Operations Manager
Mary Ferrick, Fixed Route Superintendent
Margaret Gallagher, District Counsel
Eileen Pavlik, ParaCruz ADA Eligibility Coord
April Warnock, Paratransit Superintendent
Bonnie Morr, UTU

MEMBERS ABSENT

Stuart Rosenstein

VISITORS PRESENT

Norm Hagen, BOD and Transit User
Reed Lackley, Observer
Lois Newscat, Senior Network Services
Pat Piras, ADA Consultant
Park Woodward, Working with Pat Piras

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Written:

None.

Oral:

Robert Yount expressed dissatisfaction with the METRO's 5-year Short Range Transit Plan Draft report that was presented to the Board of Directors on July 11, 2008. Mr. Yount felt it was a very lengthy report given to them on short notice and it was full of grammatical errors and misspelling.

Norm Hagen was in agreement with Robert Yount as both a Board Member and a transit user. Mr. Hagen also commented on the importance of filling the current MAC membership vacancies.

5-3.2

4. CONSIDERATION OF MINUTES OF JUNE 18, 2008

**ACTION: MOTION: DENNIS “POP” PAPADOPULO SECOND: ROBERT YOUNT
ACCEPT AND FILE MINUTES OF THE JUNE 18, 2008 MEETING AS PRESENTED.**

Motion passed unanimously with Stuart Rosenstein being absent.

5. RIDERSHIP REPORT FOR APRIL 2008

Chair Naomi Gunther distributed the Ridership Report for April 2008, which is attached to the file copy of these minutes. The report was still in draft form and listed on the Agenda as not available.

Robert Yount noted the large amount of bicycles per month which he believes will increase because he’s seeing more and more bicycles everywhere.

Chair Naomi Gunther agreed that many times when she’s riding the bus the three racks are full and there are bikes waiting and people trying to walk their bike up to the stop.

6. PARACRUZ OPERATIONS STATUS REPORT FOR FEBRUARY AND MARCH 2008

It was brought to the committee’s attention that last month they had inadvertently looked at February instead of March. It was also pointed out that April Warnock provided MAC members with a chart of definitions of the ParaCruz Status Charts to put into their binders.

Chair Naomi Gunther indicated that there were more graphs than usual and thanked staff for that.

Vice Chair Mara Murphy noted that the mileage had gone down and the ridership had gone up consistently.

7. DISCUSSION OF PARATRANSIT ELIGIBILITY REVIEW PROJECT WITH PAT PIRAS CONSULTING

Pat Piras explained that she had been hired by METRO to do a review of the Eligibility Process for ParaCruz and that she was at this meeting to receive MAC’s input.

Vice Chair Mara Murphy and Heidi Curry both expressed concern regarding how difficult it is for disabled people they know to attend the eligibility interview in person and suggested that the interviews could possibly be conducted by phone in certain instances.

Eileen Pavlik explained the temporary eligibility determination of someone who has an immediate need versus someone who does not warrant immediate need, the process, time

frame granted to schedule the appointment and use of services and discontinuation of service if they are not able to come in and finalize the application.

Ms. Pavilik discussed her assessment of the physical capabilities of the passenger and how that information is utilized to offer fixed route transit and public transportation options at every level of availability.

8. DISCUSSION OF DISCOUNTED BUS PASS PROGRAM POLICY CHANGES

Margaret Gallagher distributed the most recent draft which is attached to the file copy of these minutes. Ms. Gallagher explained that this version is newer than the one included in today's agenda packet and then she went through some of the items that were different from the current policy and asked for MAC's input.

Chair Naomi Gunther deferred this item to September in order to give MAC members time to consider it since there is no meeting scheduled for August. Ms Gallagher stated she would be available for any ideas and could be reached by phone or email in the meantime.

9. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT-RELATED MEETINGS

Robert Yount distributed the agenda from the June 18, 2008 Bus Stop Advisory Committee (BSAC) meeting which is attached to the file copy of the minutes. He spoke about their agenda, old issues, and their process of ongoing issues and future issues.

Mary Ferrick spoke about the capital budget approval program and explained that bus stops are prioritized based on need and use.

Pop Papadopulo mentioned that six new drivers all passed their test and are all driving now.

ITEM #11 WAS TAKEN OUT OF ORDER

11. DISCUSSION OF PROCEDURE FOR ADDING AGENDA ITEMS

Chair Naomi Gunther discussed questions from the last meeting regarding proper procedures for adding emergency items to an already posted agenda, adding items to next meeting agenda prior to printing deadline and non-emergency items being agendaized.

Tony Tapiz noted that they could refer to their by laws as the ultimate resource and they can find copies in their binders.

Margaret Gallagher explained the Brown Act and emergency circumstances of adding an item to the agenda.

12. DISTRIBUTION OF MAC VOUCHERS

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

10. DISCUSSION OF ADVERTISING MAC MEETING

Vice Chair Mara Murphy discussed announcing meetings to the public on the community events calendar in the Sentinel, Register Pajaronian, and Good Times and on television through KION and KSBW.

ACTION: MOTION: MARA MURPHY SECOND: DENNIS “POP” PAPADOPULO

VICE CHAIR MARA MURPHY TO CREATE A DRAFT MAC MEETING NOTICE TO BE SUBMITTED TO LOCAL MEDIA AFTER BEING APPROVED BY MAC AT ITS NEXT MEETING

Motion passed unanimously with Stuart Rosenstein being absent.

13. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

15. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Short Range Transit Plan (SRTP)
- Discussion of Discounted Bus Pass Program Policy Changes
- DISCUSSION OF ADVERTISING MAC MEETINGS

ADJOURN

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 7:52 p.m.

Respectfully submitted,



KAREN BLIGHT
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24th, 2008
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.
- At the September 26, 2008 METRO Board of Directors meeting, Staff was requested to provide additional information on the ParaCruz five-minute wait procedure.
- Operating Statistics and customer feedback information reported are for the month of July 2008.
- 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.

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.

In the ParaCruz Customer Guide, the five-minute wait is defined as:

5-4.1

“A period of five minutes, beginning when the driver arrives at the specified pick up location, during which the driver will wait for the customer before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the customer for up to five minutes after that time before leaving to pick up the next customer. The customer will be charged with a “no show” if the customer is not at the vehicle and ready to board by the end of the driver wait time.”

The five-minute wait was incorporated into the ParaCruz Operating procedures in order to maximize service delivery, maintain on-time performance, and reduce cost. Operationally, the five-minute wait is started once contact with the customer or a representative, if possible, is established.

Currently, with the customer’s first ride of the day from origin, if contact is made and the customer is not ready to board, the operator initiates the five-minute wait. If at the end of the five minutes the customer has not presented his or herself, the driver will notify dispatch of customer’s status then will leave and proceed to next ride on their manifest, after the dispatcher has acknowledged the driver’s call.

When contact is established for a pick-up from a customer’s destination (not the first ride of the day) and the customer is not ready to go, the driver notifies dispatch. Dispatch attempts to call the customer to determine how much more time the customer will need at that location. Dependent on how busy the daily operation is and the location of the ride, the dispatcher may reschedule the customer’s ride to a time when the customer believes he or she will be ready, or may have the driver stand by near the location for the customer to finish.

When the driver arrives and cannot establish contact with the customer or a representative, the driver radios dispatch, and dispatch will attempt to make contact with the customer or a representative by telephone. If dispatch is successful in making contact, they in turn contact the driver and instruct them to start the five-minute wait at that time.

When the driver arrives and notifies the customer or a representative of their arrival, the driver radios dispatch, and the five-minute wait is started. The driver calls in at the end of the five-minute wait if the customer is not ready to go, and dispatch will instruct the driver to leave and continue with the next ride on their manifest.

When the driver arrives and cannot establish contact with the customer or a representative, the driver radios dispatch, and dispatch will attempt to make contact with the customer or a representative by telephone. If dispatch is successful in making contact, they in turn contact the driver and instruct them to start the five-minute wait at that time.

In the referenced instances above, the “five-minute” wait exceeds an actual period of five-minute time by several minutes.

5-4.2

ParaCruz will reschedule a return pick-up twice, but no more than that, since rescheduled rides are predicated on the customer contacting the office with the needed pick-up time. At the time a customer contacts ParaCruz after missing the first rescheduled ride, they are informed that the second rescheduled ride will be the last ride sent to them by ParaCruz. If they are not ready to go, the customer is advised that they will need to find their own way home. Taxi referrals are provided

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”.

	July 2007	July 2008
Total pick ups	6826	7849
Percent in “ready window”	93.96%	93.22%
1 to 5 minutes late	2.46%	.94%
6 to 10 minutes late	1.35%	.51%
11 to 15 minutes late	1.03%	.33%
16 to 20 minutes late	.51%	.13%
21 to 25 minutes late	.35%	.17%
26 to 30 minutes late	.13%	.06%
31 to 35 minutes late	.09%	.03%
36 to 40 minutes late	.10%	.03%
41 or more minutes late (excessively late/missed trips)	.07%	.05%
Total beyond “ready window”	6.04%	6.78%

During the month of July 2008, ParaCruz received eight (8) Service complaints. Two (2) valid service complaints were related to late pick-ups. Three (3) complaints were not valid. Three (3) complaints were un-verifiable.

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.

5-4.3

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

	July 07	July 08	Fiscal 07-08	Fiscal 08-09	Performance Averages	Performance Goals
Requested	7163	8312	7163	8312	7814	
Performed	6826	7849	6826	7849	7200	
Cancels	15.61%	16.55%	15.61%	16.55%	17.31%	
No Shows	2.22%	3.46%	2.22%	3.46%	2.50%	Less than 3%
Total miles	45120	51320	45120	51320	47,164	
Av trip miles	5.20	4.89	5.20	4.89	5.03	
Within ready window	93.96%	93.22%	93.96%	93.22%	94.20%	92.00% or better
Excessively late/missed trips	5	4	5	4	3	Zero (0)
Call center volume	5868	Not Avail	5868	Not Avail	6112	
Call average seconds to answer	30	28	30	29	29 seconds	Less than 2 minutes
Hold times less than 2 minutes	95%	Not Avail	95%	Not Avail	96.1%	Greater than 90%
Distinct riders	746	829	746	829	773	
Most frequent rider	46 rides	87 rides	46 rides	87 rides	52 rides	
Shared rides	63.4%	64.9%	63.4%	64.9%	60%	Greater than 50%
Passengers per rev hour	2.32	2.09	2.32	2.09	2.31	Greater than 1.6 passengers/hour
Rides by supplemental providers	22.78%	4.17%	22.78%	4.17%	12.53%	No more than 25%
Vendor cost per ride	\$23.22	\$19.84	\$23.22	\$19.84	\$21.99	
ParaCruz driver cost per ride (estimated)	\$24.17	\$20.97	\$24.17	\$20.97	\$24.54	
Rides < 10 miles	83.16%	70.06%	83.16%	70.06%	75.42%	
Rides > 10	16.84%	29.94%	16.84%	29.94%	24.58%	

5-4.4

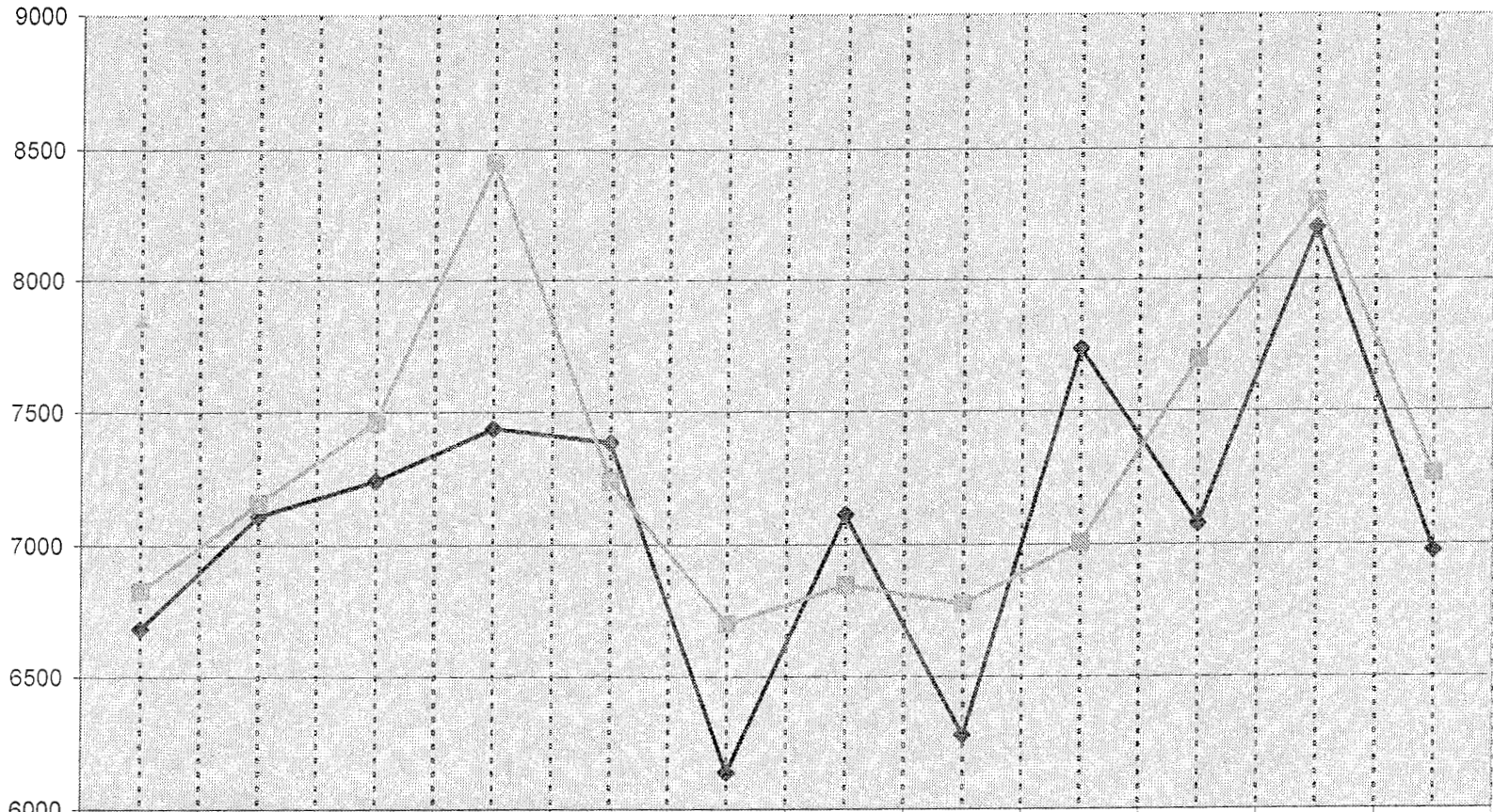
IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** Number of Rides Comparison Chart
- Attachment B:** Shared vs. Total Rides Chart
- Attachment C:** Mileage Comparison Chart
- Attachment D:** Year To Date Mileage Chart
- Attachment E:** Daily Drivers vs. Subcontractor Chart

NUMBER OF RIDES COMPARISON

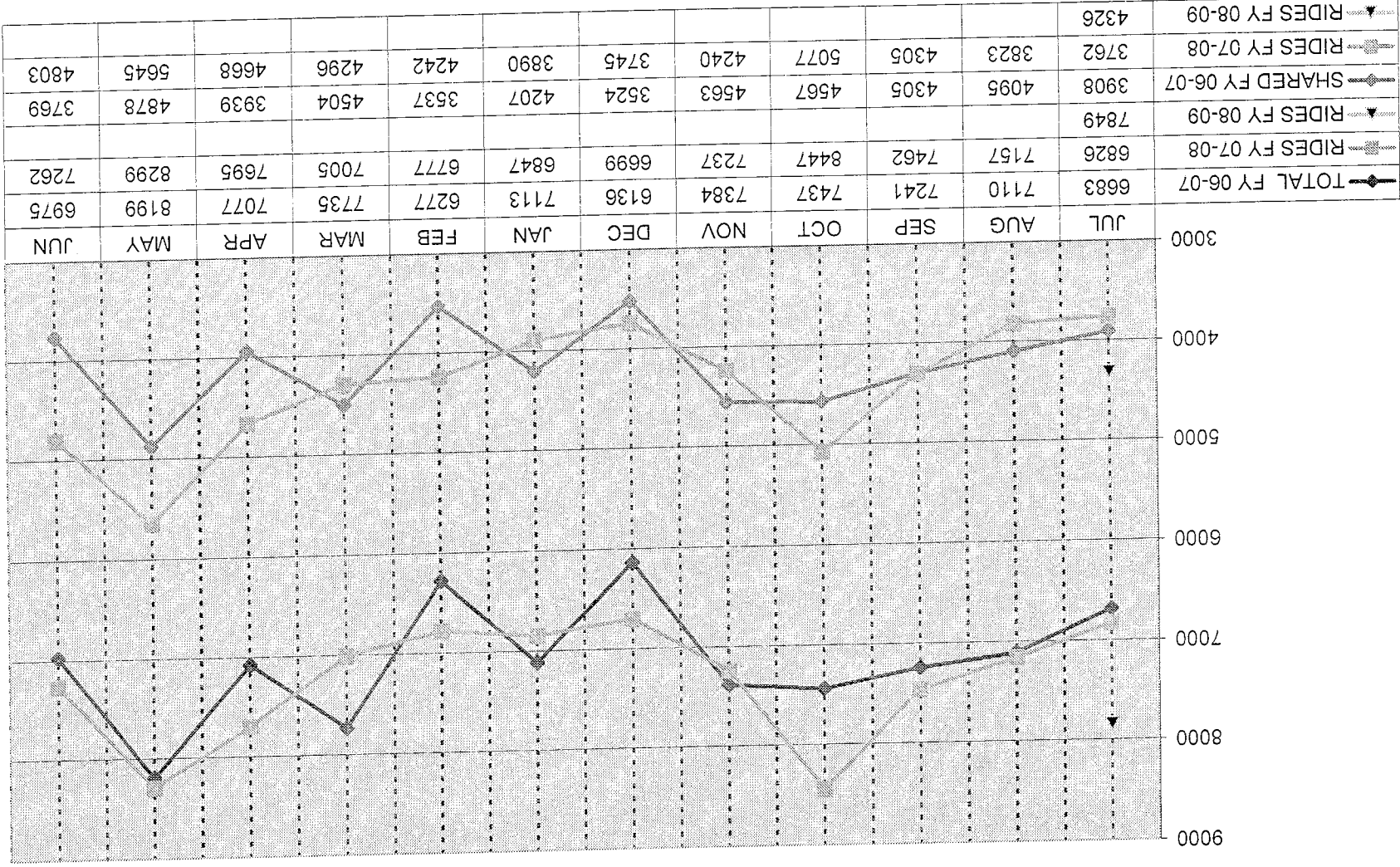


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
◆ FY 06-07	6683	7110	7241	7437	7384	6136	7113	6277	7735	7077	8199	6975
■ FY 07-08	6826	7157	7462	8447	7237	6699	6847	6777	7005	7695	8299	7262
▲ FY 08-09	7849											

5-4.01

Attachment A

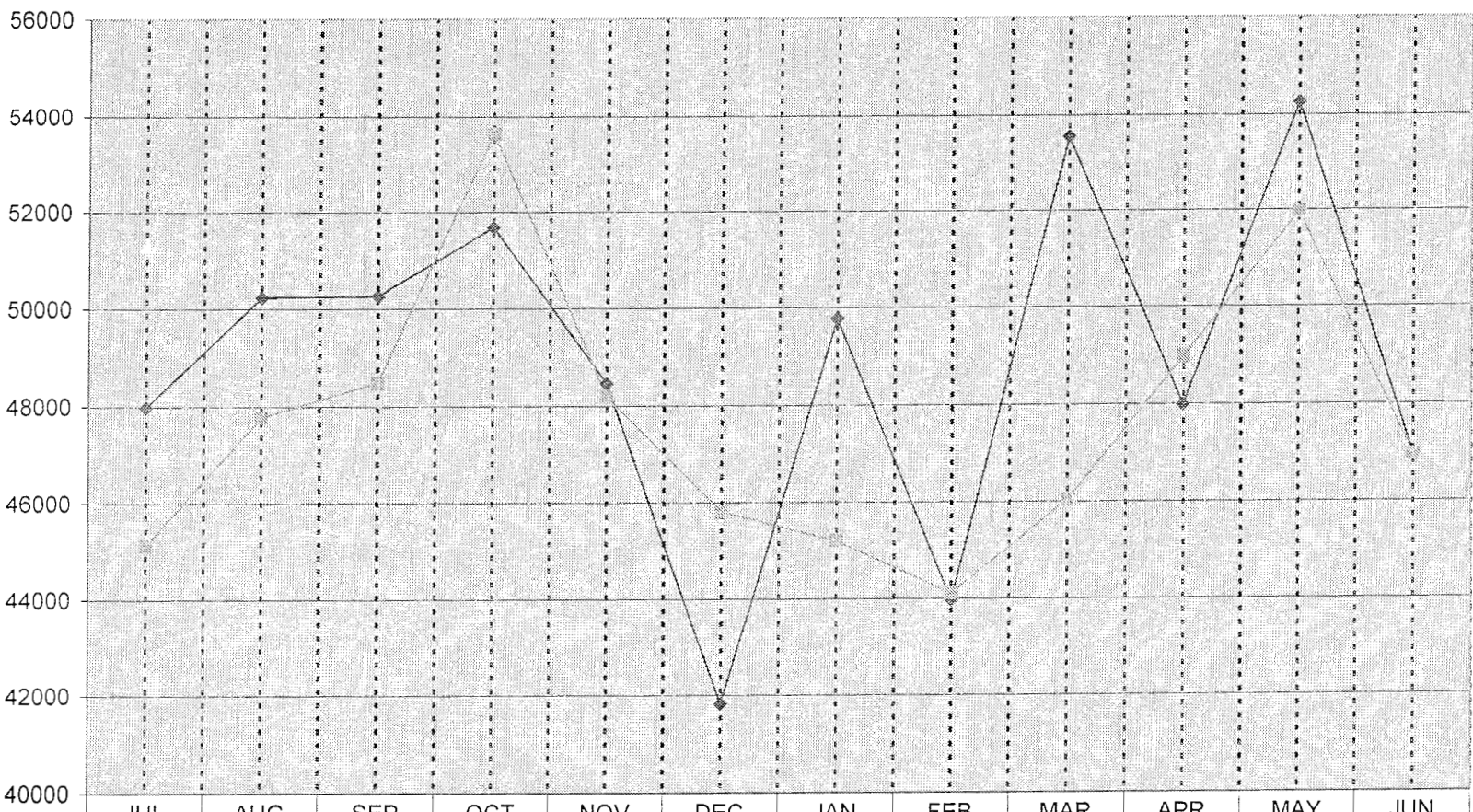
Attachment B



SHARED VS. TOTAL RIDES

19-H-5

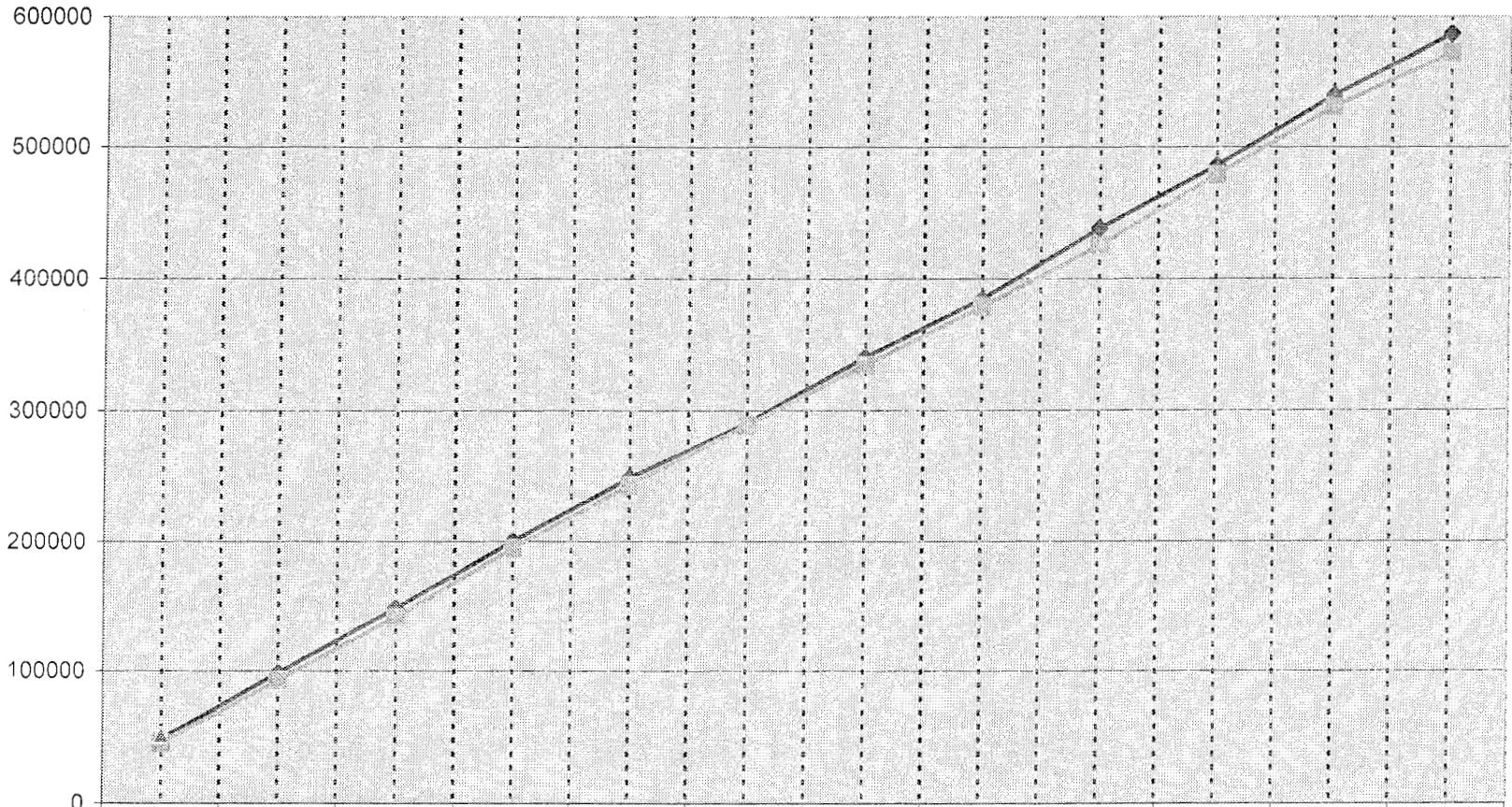
MILEAGE COMPARISON



5-4.c1

Attachment C

YEAR TO DATE MILEAGE

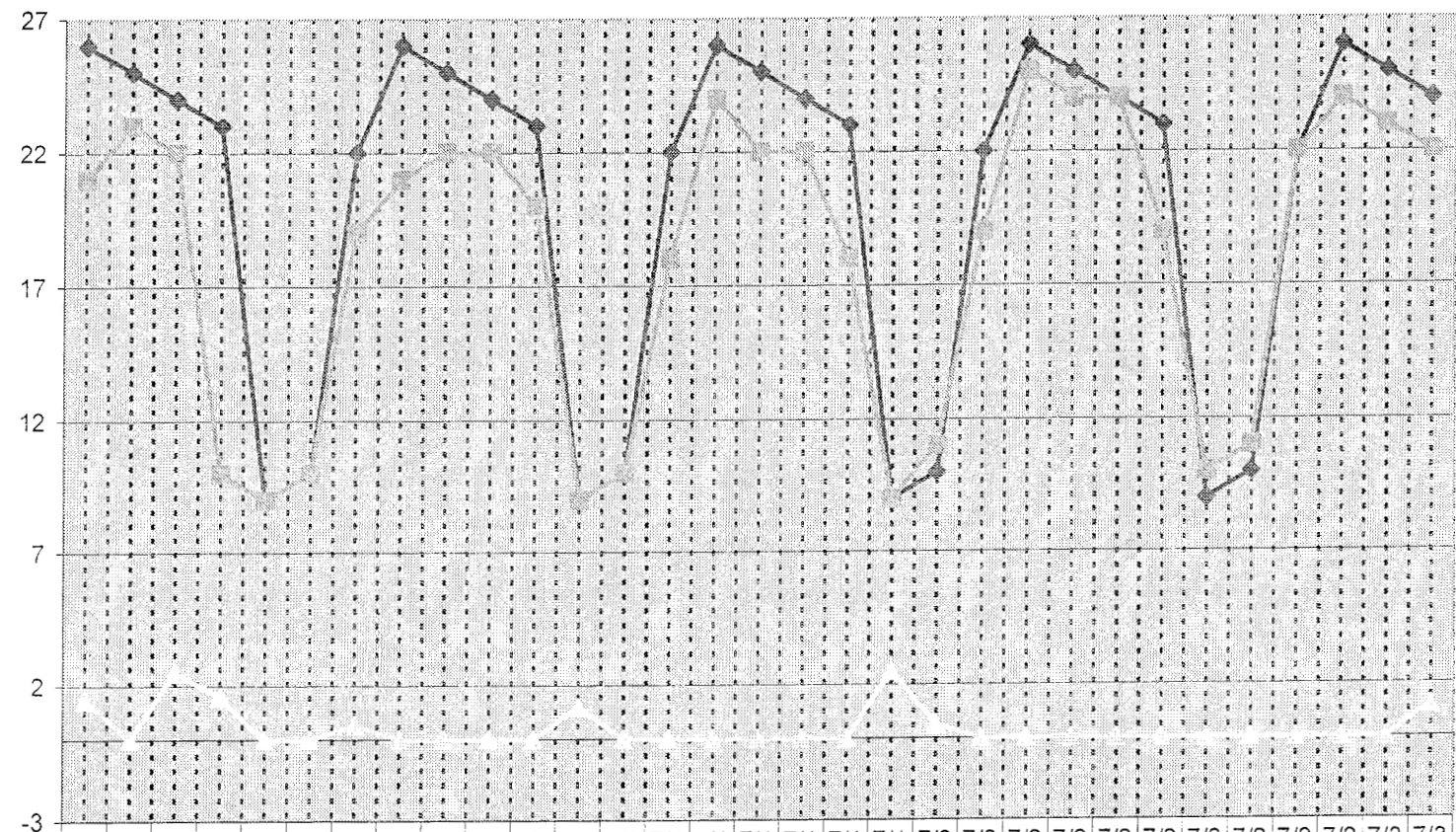


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY 06-07	47981	98213	148468	200145	248601	290429	340205	384181	437715	485704	539959	586935
FY 07-08	45123	92903	141390	195026	243212	289017	334217	378323	424761	478831	530792	572750
FY 08-09	51320											

5-4.d1

5-4.21

DAILY DRIVERS vs. SUBCONS



	7/1 0	7/1 1	7/1 2	7/1 3	7/1 4	7/1 5	7/1 6	7/1 7	7/1 8	7/1 9	7/2 0	7/2 1	7/2 2	7/2 3	7/2 4	7/2 5	7/2 6	7/2 7	7/2 8	7/2 9	7/3 0	7/3 1										
#PC SCHEDULE	26	25	24	23	9	10	22	26	25	24	23	9	10	22	26	25	24	23	9	10	22	26	25	24								
#PC ACTUAL	21	23	22	10	9	10	19	21	22	22	20	9	10	18	24	22	22	18	9	11	19	25	24	24	19	10	11	22	24	23	22	
#SUBCON	1.5	0.0	2.5	1.6	0.0	0.0	0.5	0.0	0.0	0.0	0.0	1.2	0.0	0.0	0.0	0.0	0.0	0.0	2.5	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.2

Attachment E

Santa Cruz METRO August 2008 Ridership Report

ROUTE	Miles	Hours	Revenue	UC			Full Fare	Cash S/D		S/D Day Pass	Passes/Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike	
				Student	Faculty	Cabrillo		Riders	Day Pass									
10	5,237.28	438.33	\$ 2,476	8,524	2,873	19	1,437	98	57	18	3	1,854	11	14,894	2.84	33.98	28	953
16	10,343.49	827.84	\$ 6,327	15,924	4,831	71	3,590	130	165	42	25	4,122	14	28,914	2.80	34.93	20	1705
19	4,075.61	310.42	\$ 2,014	4,652	1,378	27	1,168	46	79	9	5	1,811	4	9,179	2.25	29.57	11	546
3	2,386.02	172.89	\$ 1,633	212	142	9	731	73	160	36	63	1,568	101	3,095	1.30	17.90	5	75
4	1,485.86	153.99	\$ 1,432	77	17	25	588	673	302	16	32	3,947	10	5,687	3.83	36.93	31	110
7	1,094.10	98.01	\$ 351	43	32	14	140	46	74	3	18	1,309	0	1,679	1.53	17.13	16	13
9	455.32	24.15	\$ 106	6	13	1	52	5	18	0	2	161	0	258	0.57	10.68	2	6
20	5,951.68	396.73	\$ 2,647	4,654	1,052	32	1,420	148	159	29	20	2,243	133	9,890	1.66	24.93	20	589
31	2,236.22	115.14	\$ 1,100	29	43	20	633	30	22	14	4	959	1	1,755	0.78	15.24	12	184
32	750.58	44.46	\$ 171	15	12	3	102	1	5	0	0	144	1	283	0.38	6.37	0	10
33	124.65	5.75	\$ 85	0	0	0	52	10	0	0	2	44	0	108	0.87	18.78	0	0
34	69.80	4.42	\$ 42	0	1	0	22	3	0	0	0	29	0	55	0.79	12.44	0	0
35	38,328.20	1,922.96	\$ 32,058	318	446	217	17,722	950	1,390	320	183	18,070	10	39,626	1.03	20.61	71	2861
40	2,521.78	102.52	\$ 1,155	78	10	2	597	7	93	21	7	371	4	1,190	0.47	11.61	0	155
41	3,103.38	128.83	\$ 1,077	149	130	22	605	12	14	10	14	343	35	1,334	0.43	10.35	1	190
42	3,501.81	130.01	\$ 1,017	85	36	11	596	7	50	5	1	393	12	1,196	0.34	9.20	0	141
53	1,169.28	82.59	\$ 411	4	13	5	190	16	79	9	1	472	1	790	0.68	9.57	37	41
54	2,217.30	128.49	\$ 619	10	11	6	342	21	51	4	2	479	0	926	0.42	7.21	6	55
55	2,832.06	192.51	\$ 1,357	24	14	92	727	50	128	11	6	1,589	2	2,643	0.93	13.73	36	101
56	2,211.09	97.65	\$ 558	0	0	36	235	18	64	20	6	264	0	643	0.29	6.58	3	37
66	6,742.09	580.29	\$ 10,275	385	370	86	5,545	451	677	123	73	8,334	14	16,058	2.38	27.67	197	533
68	5,126.50	423.04	\$ 6,529	347	320	54	3,503	257	357	82	39	5,663	7	10,629	2.07	25.13	153	357
68N	1,914.25	137.42	\$ 1,666	85	80	8	1,003	36	62	0	0	1,332	0	2,606	1.36	18.96	31	128
69	3,507.44	316.79	\$ 6,083	367	319	59	3,263	253	375	61	48	4,300	18	9,063	2.58	28.61	68	367
69A	15,029.86	807.34	\$ 20,108	380	443	157	11,171	1,275	1,392	128	137	10,125	14	25,222	1.68	31.24	202	908
69N	1,742.90	139.99	\$ 1,695	112	47	20	1,014	39	58	1	0	1,148	0	2,439	1.40	17.42	23	98
69W	14,596.18	812.77	\$ 19,925	504	442	357	11,157	878	1,160	165	117	10,883	23	25,686	1.76	31.60	151	1121
71	50,390.53	2,884.16	\$ 60,402	926	1,237	855	33,443	2,933	3,954	434	363	30,067	68	74,280	1.47	25.75	434	3936
72	5,523.08	267.06	\$ 3,915	9	46	10	2,006	144	391	34	79	1,719	0	4,438	0.80	16.62	21	89
74	3,402.08	197.76	\$ 3,592	2	36	6	1,996	139	338	11	22	1,005	0	3,555	1.04	17.98	24	22
75	6,818.76	410.75	\$ 10,789	28	35	21	5,842	234	941	90	98	2,892	0	10,181	1.49	24.79	74	202
76	2,102.48	110.83	\$ 1,166	2	7	4	560	51	162	14	13	553	0	1,366	0.65	12.33	9	31
79	1,647.72	96.24	\$ 1,778	3	16	12	805	90	262	27	52	810	0	2,077	1.26	21.58	75	9
91x	5,870.80	253.18	\$ 2,803	143	150	108	1,481	316	129	62	17	1,755	1	4,162	0.71	16.44	2	278
UC Supp.	1,289.19	5.25	\$ 412	2,321	422	7	224	9	18	2	2	340	3	3,348	2.60	637.71	0	128
Unknown	-	-	\$ 3.75	1	2	0	2	0	1	0	0	0	0	6	-	-	-	0
TOTAL	215,801.39	12,820.56	\$207,776	40,419	15,026	2,376	113,964	9,449	13,187	1,801	1,454	121,098	487	319,261	1.48	24.90	1,763	15,979
ROUTE	REVENUE	VTA/SC	ECO	Full	S/D	17	Passes/	Passengers		Passengers								
		Day Pass	CalTrain	Pass	Fare	Tickets	Riders	Day Pass	Free Rides	RIDERSHIP	Per Mile	Per Hour	W/C	Bike				
17	44,821.01	1,450.98	\$ 53,641	18	93	297	10,330	1,385	1,555	153	12,352	26,183	0.58	18.05	76	1998		

5-5.1

August Ridership	345,444
August Revenue	\$261,418

**Santa Cruz METRO
August 2007 Ridership Report**

ROUTE	REVENUE	RIDERSHIP	UC		Day Pass	S/D		W/C	S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty		Riders	Day Pass						
10	\$ 3,069.65	16,335	8,700	3,699	24	87	31	6	23	831	1,935		
13	\$ -	-	-	-	-	-	-	-	-	-	-		
15	\$ -	-	-	-	-	-	-	-	-	-	-		
16	\$ 6,856.41	29,420	15,694	5,393	46	202	19	21	56	1,550	3,777		
19	\$ 2,158.81	9,409	4,857	1,587	27	115	8	15	20	432	1,509		
3	\$ 1,944.36	3,660	206	246	34	174	21	18	18	55	1,779		
4	\$ 1,333.63	5,040	72	62	21	266	42	38	34	109	3,524		
7	\$ 503.82	1,945	98	47	8	72	19	13	19	25	1,422		
9	\$ 119.21	207	-	14	7	5	-	-	1	-	121		
12A	\$ -	-	-	-	-	-	-	-	-	-	-		
20	\$ 2,655.30	10,052	4,334	1,548	21	160	15	8	42	489	2,208		
31	\$ 1,152.24	1,673	8	58	13	24	3	5	6	101	847		
32	\$ 234.74	276	2	7	2	4	-	1	-	14	119		
33	\$ 64.40	72	-	-	1	-	-	-	-	-	24		
34	\$ 26.00	20	-	-	-	-	-	-	-	-	3		
35	\$ 31,751.51	38,504	312	399	351	1,267	51	198	178	2,281	17,069		
40	\$ 1,147.34	1,169	32	21	40	37	-	12	-	121	458		
41	\$ 1,039.01	1,239	75	74	5	30	-	-	6	212	389		
42	\$ 1,053.11	1,185	46	18	6	57	-	5	19	139	400		
53	\$ 549.95	967	8	31	12	90	43	7	4	37	539		
54	\$ 448.69	775	3	14	5	44	7	2	10	29	450		
55	\$ 1,354.46	2,577	21	26	21	129	39	31	89	69	1,550		
56	\$ 557.26	865	3	9	11	41	12	9	15	32	500		
66	\$ 12,221.79	16,123	260	296	161	749	199	75	71	427	7,322		
68	\$ 6,925.89	10,808	394	353	90	398	87	69	24	238	5,499		
68N	\$ 1,908.82	2,736	97	118	1	87	19	1	8	105	1,246		
69	\$ 6,769.92	10,102	434	378	64	473	74	33	63	409	4,706		
69A	\$ 19,871.00	25,164	333	499	154	1,263	220	140	125	881	10,491		
69N	\$ 1,889.85	2,959	128	85	2	92	25	-	13	178	1,472		
69W	\$ 19,501.97	25,092	453	437	193	1,076	172	141	240	1,034	10,979		
70	\$ -	-	-	-	-	-	-	-	-	-	-		
71	\$ 59,148.57	69,820	804	1,273	495	3,677	425	301	773	3,431	27,017		
72	\$ 4,247.86	4,151	9	9	63	281	28	34	26	115	1,361		
74	\$ 3,385.57	3,267	9	25	21	234	33	21	7	35	985		
75	\$ 9,065.98	8,669	6	34	89	890	48	71	37	207	2,431		
76	\$ 753.83	798	2	12	7	89	10	11	2	25	254		
79	\$ 1,886.60	2,208	4	11	43	214	112	78	30	14	957		
88	\$ -	-	-	-	-	-	-	-	-	-	-		
91	\$ 3,126.68	4,686	129	180	72	101	12	22	116	314	2,068		
UC Supplemental	\$ -	-	-	-	-	-	-	-	-	-	-		
Unknown	\$ 69.58	198.58	227	18	-	2	1	11	15	10	89		
TOTAL	\$ 208,793.81	312,172	37,760	16,981	2,110	12,430	1,775	1,397	2,090	13,949	115,500		

ROUTE	REVENUE	RIDERSHIP	VTA/SC		17		S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
			Day Pass	CalTrain	Day Pass	Day Pass						
17	\$ 42,918.64	20,988	35	43	145	1,506	37	5,128	87	1,563	9,920	

RIDERSHIP	
Palm Beach	68
TOTAL	68

August Ridership	333,228
August Revenue	\$ 251,712.45

5-5.2

BUS OPERATOR LIFT TEST *PULL-OUT*

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

5-5.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST 2008

BUS #	DATE	DAY	REASON
9822LF	1-Aug	Friday	Ramp won't raise unless you pull up on handle strap manually.
2201CG	2-Aug	Saturday	WC has a hard time stowing.
2235CN	3-Aug	Sunday	When kneel low air.
9801LF	3-Aug	Sunday	Ramp slow to deploy.
8100F	4-Aug	Monday	"Kneeler" beeper doesn't stop -put it in "hold" position but kneeling light & interlock came "on" -on highway!
9817LF	5-Aug	Tuesday	Lift not working. WC ramp will not work-stowing -free falls.
2304OR	5-Aug	Tuesday	Lift won't work.
2303OR	7-Aug	Thursday	Kneel does not beep.
9829LF	7-Aug	Thursday	Ramp does not deploy. To stow, up to 12 o'clock normal, then slams down to the floor!
9829LF	8-Aug	Friday	Ramp is stuck have to deploy by picking up. Ramp very slow to stow.
2216CN	9-Aug	Saturday	Ramp not working.
9829LF	11-Aug	Monday	Ramp not working with switch. Also when returning, it falls dangerously hard!!
9817LF	12-Aug	Tuesday	Ramp does not deploy.
8103F	13-Aug	Wednesday	Kneeler won't stay down.
9801LF	14-Aug	Thursday	Kneel will not release.
8103F	14-Aug	Thursday	Kneel does not stay down.
9817LF	15-Aug	Friday	Ramp does not deploy.
9830LF	18-Aug	Monday	Ramp only works manually.
9833G	18-Aug	Monday	Power lift sticks.
2223CN	19-Aug	Tuesday	You have to manually lift the lift.
2306OR	20-Aug	Wednesday	Not coming out of kneel.
8100F	21-Aug	Thursday	Kneel slow in the rebound.
9801LF	24-Aug	Sunday	Ramp is not deploying.
9812LF	25-Aug	Monday	Electric shock coming through kneel button on dash.
8083F	25-Aug	Monday	Lift stuck in out position.
9835G	25-Aug	Monday	Lift stuck out (ran fine @pretrip) Fixed
8100F	26-Aug	Tuesday	Takes 2-5 minutes to raise up from kneel position.

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

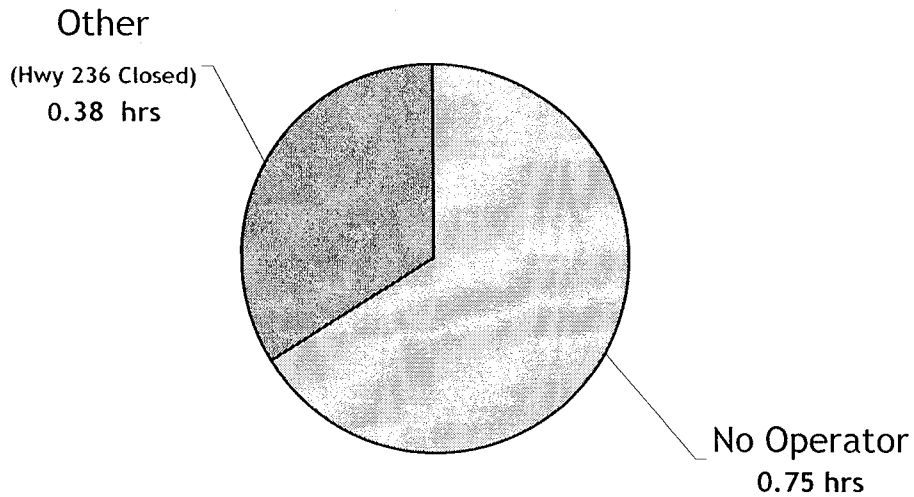
Note: Lift operating problems that cause delays of less than 30 minutes.

5-5.4

Dropped Service for FY 2009

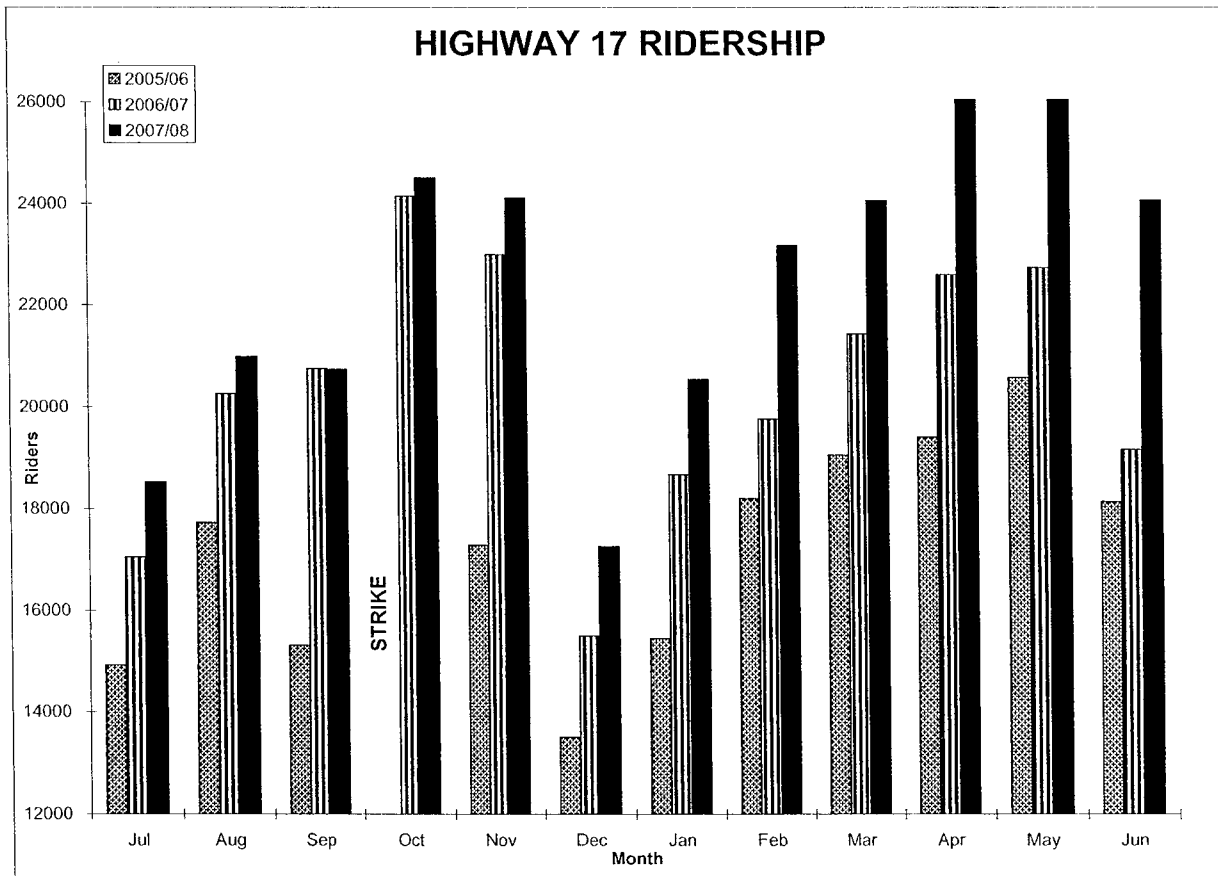
	FY 2006/07		FY 2007/08		FY 2008/09	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	5.02	96.88	5.53	90.97	81.53	1482.81
August	15.02	276.46	4.93	110.45	1.13	23.95
September	11.30	160.72	9.00	191.05		
October	37.52	540.19	9.52	122.24		
November	37.55	477.48	3.32	45.89		
December	6.08	143.84	18.97	241.87		
January	12.24	188.23	49.20	453.86		
February	13.07	188.23	53.53	717.31		
March	7.13	133.30	22.50	315.63		
April	4.85	43.67	40.75	586.55		
May	16.00	241.42	16.40	246.82		
June	62.19	802.29	52.05	882.35		
TOTAL	227.96	3,292.71	285.70	4,004.99	82.67	1,506.76

Dropped Service Breakdown for August 2008



HIGHWAY 17 - JUNE 2008

	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: October 24, 2008
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- UCSC Spring service ended on June 12, 2008.
- Overall UCSC trips for August 2008 increased by 1.3% versus August 2007.
- Student trips for August 2008 increased by 7.1% versus August 2007.
- Faculty/staff trips for August 2008 decreased by (11.5%) versus August 2007.
- Revenue received from UCSC for August 2008 was \$71,021 versus \$55,280 for August 2007, an increase of 28.5%.

III. DISCUSSION

Average weekday ridership was up 3.1% on the Route 16, 3.3% on Route 19 and 5.1% on Route 20. Route 10 showed a slight decrease of (1.8%) in average weekday ridership. Bike usage continues to grow significantly on all UC routes. Route 19 had the highest increase at 26.4%, followed by 20.9% on Route 20, 14.7% on Route 10 and 9.4% on Route 16.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** UCSC Ridership Chart for August 2008
Attachment B: UCSC Student Billable Trips
Attachment C: UCSC Faculty / Staff Billable Trips

5-7.1

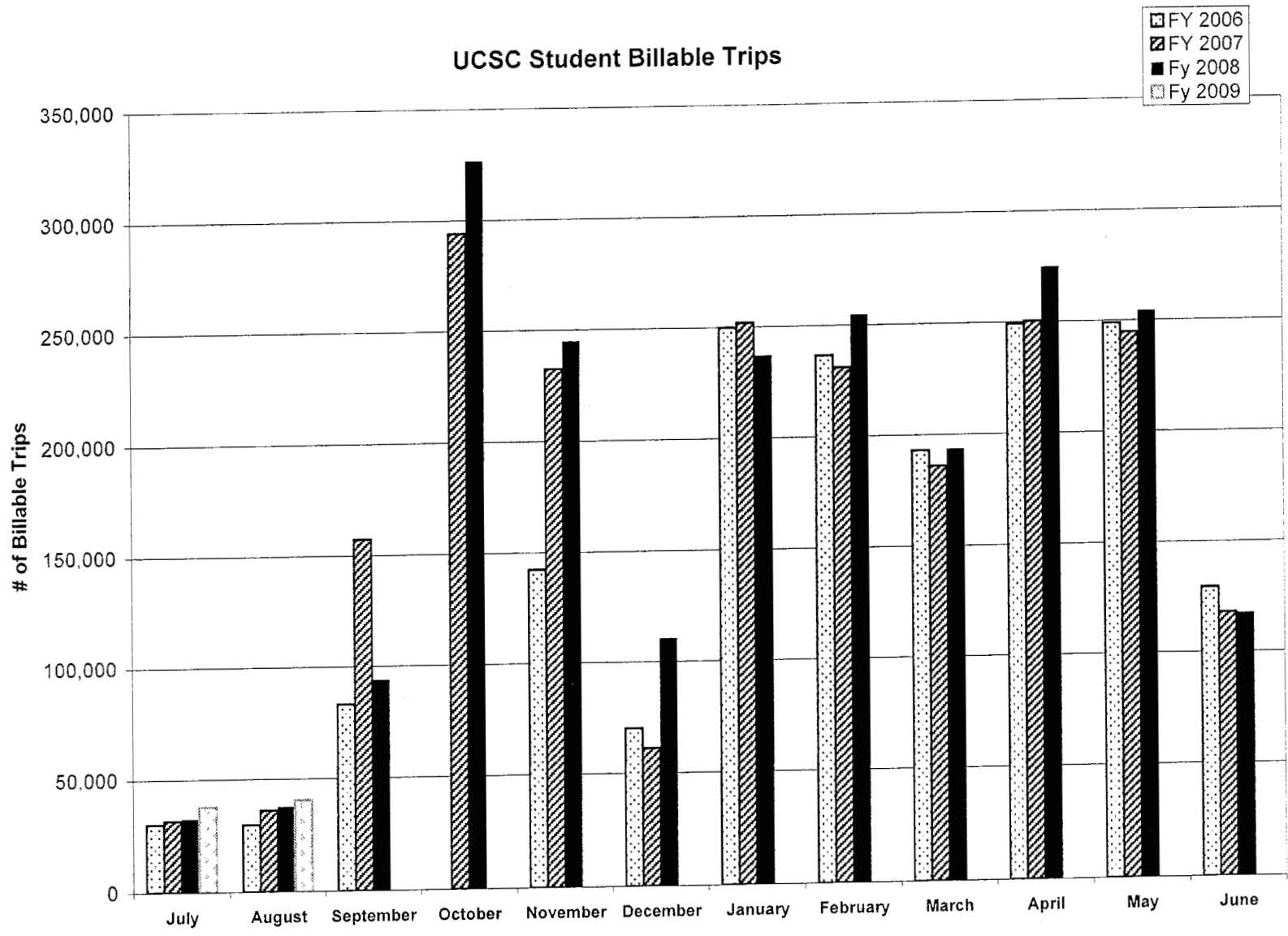
UC Ridership for Fiscal Year 2009

August 2008	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School-Term Day			Average Faculty/Staff Ridership <i>Per Weekday</i>		
	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%
Regular Service	38,104	37,753	0.9%	14,605	16,980	-14.0%	-	-	-	571.3	672.1	-15.0%
Summer Supplemental	2,315	-	-	421	-	-	-	-	-	26.3	-	-
TOTAL	40,419	37,753	7.1%	15,026	16,980	-11.5%	-	-	-	597.6	672.1	-11.1%

5-7.01

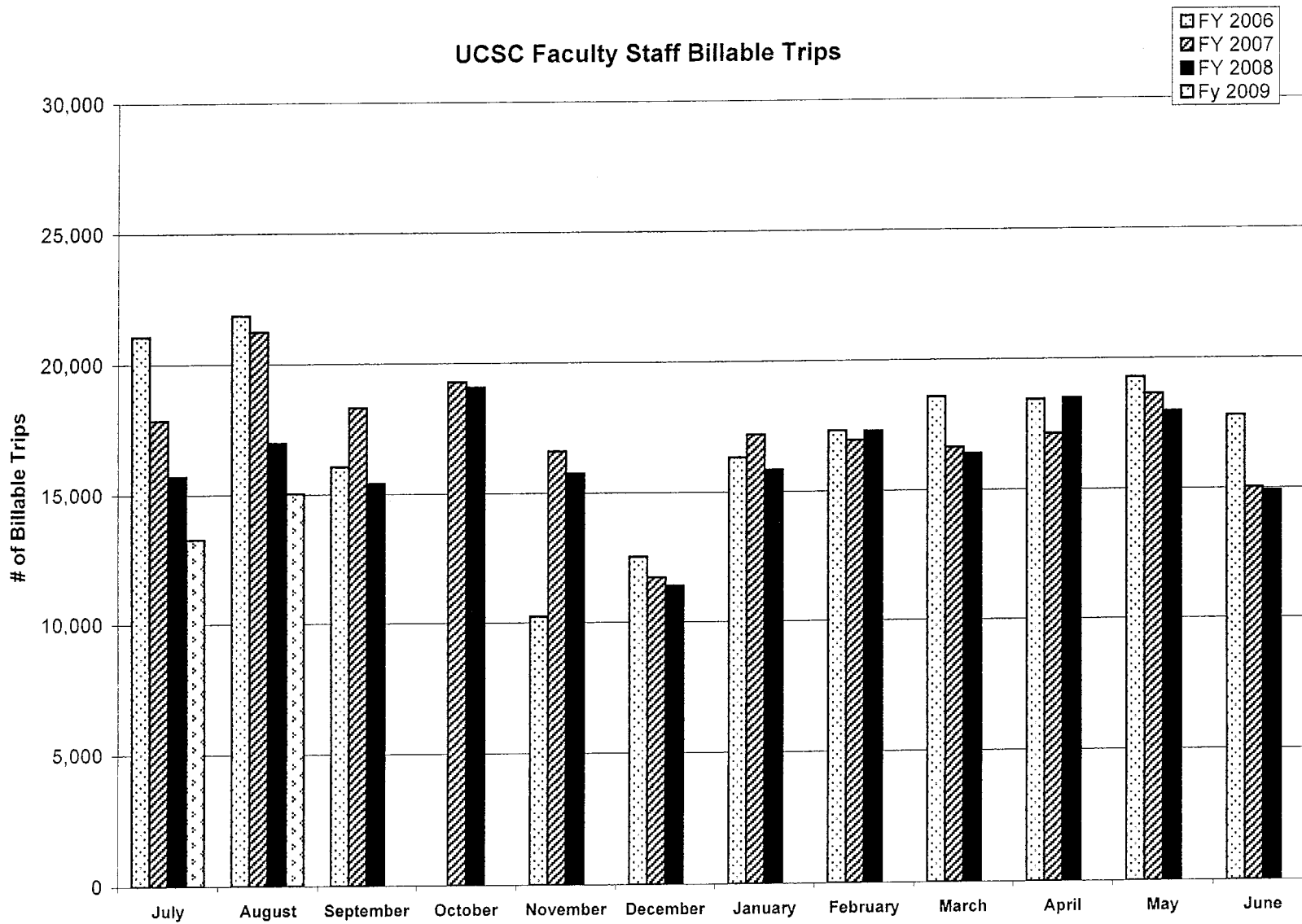
Attachment A

5-7.61



Attachment B

UCSC Faculty Staff Billable Trips



5-7.01

Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008
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 continuing site work on 120 Golf Club Drive property.
 - Preparations for site pavement and painting exterior walls are commencing.
 - AT&T completed installation of telephone lines.
 - Elevator installation is in the final stages of completion, coordinating with ADT for access phone lines.
 - Sidewalk preparation is occurring on the Vernon Street side.
 - West Bay is assembling the shelves for the parts room.
- Operations Building
 - RNL Design is working on the re-package of the Operation Building.
- Vernon Administration Building
 - Request for proposals was sent out and METRO received six bids. METRO has interview the firms and has chosen Wald, Ruhnke & Dost Architects LLP in the amount of \$209,000.

III. DISCUSSION

West Bay Builders is continuing site work on 120 Golf Club Drive. West Bay Builders has installed rebar frame through-out the site and is preparing to pour concrete. While the concrete cures, West Bay Builders will continue with other items inside and outside the building. Painting the exterior walls, testing already installed equipment, installation of parts room shelving, and other punch list items. Elevator installation can complete with the work that was completed by AT&T on October 2, 2008. AT&T installed and connected all the telephone lines into the Maintenance Building. With these lines, ADT will be monitoring the elevator and life-safety systems in the building.

5-8.1

Other work around the building is the sidewalks on the Vernon Street side. Construction on this side of the street is a challenge due to the steep elevation that the sidewalk and driveway must blend into.

In regards to the Operations Building, RNL Design is continuing to work on the re-package. Once this is at 65% completion, Harris & Associates will review and comment on the drawings and specifications. RNL Design's team is continuing with coordination of all the drawings and specifications with all the consultants.

On June 23, 2008, request for proposals was sent out for architectural services for the design and remodel of the 110 Vernon Street Building. This building will be the new Administration and the METRO staff currently located at 370 Encinal Street will be move to the new Administration Building. On August 25, 2008, METRO received six bids from local firms. METRO interviewed the firms and chose Wald, Ruhnke & Dost Architects LLP. A staff report is being presented for the October 10, 2008 Board Meeting for action to authorize the General Manager to execute a contract with Wald, Ruhnke & Dost Architects LLP for architect and engineering services for the amount of \$213,000.

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 Builders continuing site work on 120 Golf Club Drive property. Preparation of site concrete, exterior wall painting, and Vernon sidewalk
- RNL Design continuing to work with the Operations Building re-package.s
- METRO choosing Wald, Ruhnke & Dost Architects for Vernon Administration Building

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
 - West Bay preparation on site concrete and exterior wall painting.
 - IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000.
 - Weekly Construction Meetings.
- B. Operations Building
 - RNL Design is continuing to work with the Operations Building re-package
- C. Vernon Administration Building (IFB 08-28)
 - Wald, Ruhnke & Dost Architects being considered as the Architectural & Engineering firm for this project.

5-8.2

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

NONE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
**SUBJECT: CONSIDERATION OF CONNECTION OPTIONS BETWEEN
ROUTE 35 AND ROUTE 71.**

I. RECOMMENDED ACTION

Staff recommends Board consideration of connection options between the first inbound Route 35 and first outbound Route 71 and provide direction to Staff.

II. SUMMARY OF ISSUES

- On September 12, 2008 the Board of Directors was apprised of the findings of a Customer Complaint Investigation.
- The Board directed Staff to come back with service options to resolve issues regarding the 5:43 AM inbound Route 35.
- The 5:43 AM inbound trip of Route 35 was monitored for eleven days between September 4 and September 18, 2008.
- The connection to Highway 17 was made every time and the connection to the Route 71 was made only once in eleven days.

III. DISCUSSION

A. Background: Route 35

The 5:43 AM inbound trip of Route 35 originally departed at 6:00 AM. At that time customers wishing to catch the Route 71 would catch the 6:45 AM outbound trip. In June of 2005 the first Route 35 trip was moved from 6:00 AM to 5:53 AM to strengthen the connection to the Highway 17 bus leaving Scotts Valley at 6:25 am. In September of 2007 that Highway 17 trip was moved earlier by ten minutes in an overall effort to facilitate a connections with the new Baby Bullet service offered by CalTrain. In December 2007 the 5:43 AM Route 35 was again moved earlier to 5:43 AM to restore the connection that was lost when the Highway 17 trip was moved earlier by ten minutes. It apparently was this change that enabled the first inbound Route 35 to occasionally connect with the 6:10 AM outbound Route 71 at Ocean and Water.

B. Background: Route 71

Prior to the June 1998 bid METRO had received comments from both customers and Bus Operators that the 6:15 AM Route 71 was not making a connection with the 6:25

5-9.1

AM Highway 17 bus at the Soquel Park and Ride. In June 1998 the 6:15 AM outbound Route 71 was moved earlier to 6:10 AM to facilitate the connection and has remained in place even though the Highway 17 now departs from Pacific Station at 6:20 AM. The nearest departure from the Soquel Park and Ride lot is at 6:35 AM.

C. Current Review

On September 12, 2008 Staff apprised the Board of Directors of the findings of a Customer Complaint Investigation. The Board directed Staff to come back with service options and what the costs would be to resolve the connectivity issues with the first inbound Route 35 (departing at 5:43 AM) and Route 71.

The 5:43 AM inbound trip of Route 35 was monitored for nineteen days between September 4 and September 30, 2008. The connection to the Highway 17 was made every time. However, the connection to the 6:10 AM outbound trip of Route 71 was made only twice in nineteen days.

D. Options

1. It appears that at least ten minutes is needed to insure a connection at Ocean and Water between the Route 71 and the Route 35. One option would be to have the Route 71 leave at 6:20 AM to insure a connection with the Route 35 at Ocean and Water Street. Staff surveyed customers on the 6:10 AM Route 71 on Monday, September 22, 2008 asking whether they would be negatively affected if the trip left five minutes later and/or ten minutes later. Only ten customers responded and it was split evenly as to whether there would be a negative impact. Although staff did not have an opportunity to run a detailed analysis of any options it appears the cost would be approximately \$1,500 annually.
2. The first Route 35 trip could be moved earlier by 10 minutes making it a 5:33 AM departure. This would make it nearly an hour between the first trip and the second trip of the Route 35. The cost to move this trip would be approximately \$3,000 annually.
3. No changes to be made, schedules remain as designed. Monitoring of the route 35 from September 4, through September 30, 2008 has indicated that connections to the Highway 17 bus are being made consistently, but connections at the Ocean and Water stop have been made only twice, during this time period. The two reported connections made at Ocean and Water are attributed to two route 71 buses departing late from the Pacific Station Center.

5-9.2

This service issue was presented at the Service Planning Advisory Committee (SPARC) for further review. Committee members did not recommend altering the schedules for the following reasons:

- Times for the route 35 have been previously adjusted to an earlier time frame in order to accommodate connections to Highway 17 service.
- The stop at Ocean and Water was never intended as a connection time point for these trips of the route 35 and route 71.
- Review of complaint does not support changes at additional costs to METRO since the earliest route 35 arriving at the Pacific Station Center at 6:33am will allow for complainant to board the route 71 departing at 6:45am to reach their destination at 7:25am, thirty-five (35) minutes before their scheduled work time.
- Issues of overcrowding and large number of school children using the system were not taken into consideration.
- The return trip issues stated in the complaint were attributed to traffic, construction, and peak commute period issues out of METRO's control.

IV. FINANCIAL CONSIDERATIONS

There is no financial consideration pending Board direction to Staff.

V. ATTACHMENTS

Attachment A - Route 35 Connection Log

Results of Route 35 Monitoring Effort

Attachment **A**

Date	Arrival in Scotts Valley for connection to Hwy 17		Arrival at Ocean & Water for connection to Route 71	
	Connection Made?	Connection Made?	Connection Made?	Connection Made?
9/4/2008	6:15 AM	Y	6:23 AM	N
9/5/2008	6:11 AM	Y	6:21 AM	N
9/8/2008	6:13 AM	Y	6:17 AM	N
9/9/2008	6:14 AM	Y	6:21 AM	N
9/10/2008	6:14 AM	Y	6:23 AM	N
9/11/2008	6:13 AM	Y	6:22 AM	N
9/12/2008	6:09 AM	Y	6:16 AM	Y
9/15/2008	6:14 AM	Y	6:19 AM	N
9/16/2008	6:15 AM	Y	6:24 AM	N
9/17/2008	6:12 AM	Y	6:19 AM	Y
9/18/2008	6:13 AM	Y	6:23 AM	N
9/19/2008	6:14 AM	Y	6:24 AM	N
9/22/2008	6:14 AM	Y	6:23 AM	N
9/23/2008	6:14 AM	Y	6:22 AM	N
9/24/2008	6:14 AM	Y	6:23 AM	N
9/25/2008	6:14 AM	Y	6:24 AM	N
9/26/2008	6:14 AM	Y	6:23 AM	N
9/29/2008	6:11 AM	Y	6:19 AM	N
9/30/2008	6:11 AM	Y	6:19 AM	N

5-9.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008
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

Daniel Stevenson, Bus Operator (Continued from August)

FIFTEEN YEARS

None

TWENTY YEARS

Angel Valdez, Jr., Bus Operator
Major B. Cummins, Bus Operator

TWENTY-FIVE YEARS

None

THIRTY YEARS

Donna A. Canales, Customer Service Coordinator (Continued from September)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008
TO: Board of Directors
FROM: Jan Beautz, Chair, Board of Directors
SUBJECT: CONSIDERATION OF THE BOARD OF DIRECTORS MEETING SCHEDULE AND LOCATIONS FOR 2009.

I. RECOMMENDED ACTION

That the Board of Directors approve the meeting date and location schedule for 2009 that is attached to this Staff Report.

II. SUMMARY OF ISSUES

- Annually the Board of Directors approves a schedule of meeting dates and locations for the following year.
- The Board of Directors meeting schedule typically calls for work session meetings on the second Friday of each month and regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on what dates holidays occur.
- Second Friday meetings are held at the District's Administrative Offices and fourth Friday meetings are held at the Santa Cruz City Council Chambers, except for the February, August, & November meetings are held at the Watsonville City Council Chambers, the May meeting is held at the Capitola City Council Chambers, and the July meeting is held at the Scotts Valley City Council Chambers.
- A proposed schedule of meeting dates and locations is attached to this Staff Report.

III. DISCUSSION

Annually the Board of Directors approves a schedule of meeting dates and locations for the following year. The Board of Directors meeting schedule typically calls for work session meetings on the second Friday of each month and regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on what dates holidays occur.

Second Friday meetings are held at the District's Administrative Offices and fourth Friday meetings are held at the Santa Cruz City Council Chambers, except for the February, August, & November meetings are held at the Watsonville City Council Chambers, the May meeting is held

at the Capitola City Council Chambers, and the July meeting is held at the Scotts Valley City Council Chambers.

A proposed schedule of meeting dates and locations is attached to this Staff Report.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Proposed 2009 Schedule of Meeting Dates and Locations for the Board of Directors.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS MEETINGS

2nd and 4th Fridays of each month - 2009

Attachment A

January Meetings

- ☞ January 09, 2009 SCMTD Administrative Offices, 370 Encinal St., Santa Cruz, CA
- ☞ January 23, 2009 Santa Cruz City Council Chambers*

**Santa Cruz City Council Chambers
809 Center St.
Santa Cruz, CA*

February Meetings

- ☞ February 13, 2009 SCMTD Administrative Offices
- ☞ February 27, 2009 Watsonville City Council Chambers*

*Watsonville City Council Chambers
275 Main St.
Watsonville, CA*

March Meetings

- ☞ March 13, 2009 SCMTD Administrative Offices
- ☞ March 27, 2009 Santa Cruz City Council Chambers*

April Meetings

- ☞ April 10, 2009 SCMTD Administrative Offices
- ☞ April 24, 2009 Santa Cruz City Council Chambers*

*Capitola City Council Chambers
420 Capitola Avenue
Capitola, CA*

May Meetings

- ☞ May 08, 2009 SCMTD Administrative Offices
- ☞ May 22, 2009 Capitola City Council Chambers

June Meetings

- ☞ June 12, 2009 SCMTD Administrative Offices
- ☞ June 26, 2009 Santa Cruz City Council Chambers*

*Scotts Valley City Council Chambers
One Civic Center Drive
Scotts Valley, CA*

July Meetings

- ☞ July 10, 2009 SCMTD Administrative Offices
- ☞ July 24, 2009 Scotts Valley City Council Chambers*

August Meetings

- ☞ August 14, 2009 SCMTD Administrative Offices
- ☞ August 28, 2009 Watsonville City Council Chambers*

September Meetings

- ☞ September 11, 2009 SCMTD Administrative Offices
- ☞ September 25, 2009 Santa Cruz City Council Chambers*

October Meetings

- ☞ October 09, 2009 SCMTD Administrative Offices
- ☞ October 23, 2009 Santa Cruz City Council Chambers*

November Meetings

- ☞ November 13, 2009 SCMTD Administrative Offices
- ☞ November 20, 2009 Watsonville City Council Chambers
2nd meeting is scheduled for third Friday due to Thanksgiving Holiday

December Meetings

- ☞ December 11, 2009 SCMTD Administrative Offices
- ☞ December 18, 2009 Santa Cruz City Council Chambers*
2nd meeting is scheduled for third Friday due to Christmas Holiday

NOTE: THE FIRST MEETING OF EACH MONTH IS SCHEDULED FROM 9:00 A.M. – 11:00
THE SECOND MEETING OF EACH MONTH IS SCHEDULED FROM 9:00 A.M. – 12:00 NOON

7.01

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2008.

I. RECOMMENDED ACTION

Staff recommends Board consideration for approval of proposed service revision for December 2008.

II. SUMMARY OF ISSUES

- Routes 31 and 32 serve Scotts Valley High School.
- A customer service complaint was received by METRO indicating the 2:25 PM Route 31 departs Scotts Valley High School before the afternoon bell rings.
- Staff has confirmed that the details of the customer service complaint are valid and are proposing a solution.

III. DISCUSSION

Routes 31 and 32 serve Scotts Valley High School. After departing Scotts Valley High School the Route 32 serves Scotts Valley Drive, Lockwood Lane, and Graham Hill Road before arriving at Pacific Station in Santa Cruz. The Route 31 serves the Burlwood-Navarra area and then uses Highway 17 to get down to Pacific Station in Santa Cruz. Most Scotts Valley High School students use Route 32 because of its local routing down to Pacific Station.

In June staff had conversations with Scotts Valley High School staff regarding bell times for the 2008-09 academic year. Scotts Valley High School staff stated that there would be no change to the bell times this year. As a result of this conversation METRO staff proposed no changes to the Route 31 schedule. However, as a result of a Customer Service Report received on September 18, 2008 staff reviewed the bell schedule and compared it with our timepoint at Scotts Valley High School. Four out of five days a week the afternoon bell rings at 2:59 PM. The timepoint for the Route 31 is at 2:57 PM.

To mitigate this problem staff proposes to move the 2:25 PM departure to 2:30 PM and then add three minutes at Scotts Valley High School. The bus would depart at 3:05 PM, six minutes after the afternoon bell rings.

IV. FINANCIAL CONSIDERATIONS

The estimated cost of this modification is not expected to exceed \$2,500 annually.

V. ATTACHMENTS

Attachment A - Route 31 Schedule.

Route 31 Weekday Schedule

BUS LEAVES FROM METRO CENTER	BUS LEAVES FROM OCEAN & WATER	BUS LEAVES FROM GRAHAM HILL & TREETOP	BUS LEAVES FROM CAVALLARO TRANSIT CENTER	BUS LEAVES FROM SCOTT'S VALLEY Dr. AND GRANITE CREEK	BUS LEAVES FROM SCOTT'S VALLEY HIGH SCHOOL	BUS LEAVES FROM BURLWOOD & GRANITE CREEK	BUS LEAVES FROM VINE HILL SCHOOL	BUS LEAVES FROM OCEAN & WATER	BUS ARRIVES AT METRO CENTER
A	B	C	D	E	F	G	H	B	A
6:55 AM	7:00 AM	7:05 AM	7:15 AM	7:22 AM	7:27 AM	---	---	7:37 AM	7:50 AM
7:25 AM	7:30 AM	7:35 AM	7:45 AM	7:52 AM	7:57 AM	---	8:05 AM	8:15 AM	8:28 AM
1:25 PM	1:30 PM	1:35 PM	1:45 PM	1:52 PM	1:57 PM	---	---	2:07 PM	2:20 PM
2:30 PM	2:35 PM	2:40 PM	2:50 PM	2:57 PM	3:05 PM	3:08 PM	-	3:20 PM	3:33 PM
3:25 PM	3:30 PM	3:35 PM	3:45 PM	3:52 PM	---	---	---	4:00 PM	4:13 PM
4:25 PM	4:30 PM	4:35 PM	4:45 PM	4:52 PM	---	---	---	5:00 PM	5:13 PM

8.21

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 24, 2008

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

SUBJECT: CONSIDERATION OF THE YEAR END MONTHLY BUDGET STATUS REPORT FOR JUNE 2008; DESIGNATION OF NET EXCESS REVENUE AND REDUCTION OF RESERVES IN THE AMOUNT OF:

- \$ (625,154) – CAPITAL RESERVES
- \$ (165,978) – CASH FLOW RESERVES
- \$ (50,723) – WORKERS' COMPENSATION RESERVES
- \$ (49,243) – LIABILITY INSURANCE RESERVES
- \$ 2,039,950 – CARRYOVER INTO THE FY09 BUDGET

AND THE REMAINDER OF EXCESS REVENUE, IF ANY, FOR ALLOCATION TO CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors accept the year end monthly budget status report for June 2008, designate net excess revenue and reductions to fund FY08 incurred expenses related to Capital reserves in the amount of (\$625,154), Cash Flow reserves in the amount of (\$165,978), Workers' Compensation reserves in the amount of (\$50,723), Liability Insurance reserves in the amount of (\$49,243); designate \$2,039,950 from net excess revenue from FY08 for carryover into FY09 budget; and designate the remainder of available net excess revenue, if any, for allocation to the Capital Reserves; and adopt the attached Schedule of Reserve Account Balances.

II. SUMMARY OF ISSUES

- The attached preliminary monthly revenue and expense report represents the status of the District's FY08 revised budget, as of June 30, 2008, the end of the fiscal year. The numbers in the report are preliminary, since all accounting adjustments have not yet been completed via the final audit.
- **Operating Revenues** for the year (preliminary) totaled \$36,522,592 or \$358,280 (1%) under the amount of revenue expected during the fiscal year based on the revised budget.
 - One time use of revenue from reserves and prior year carryover were \$1,358,218 or \$608,910 (31%) under budget.
- **Operating Expenses** for the year (preliminary) totaled \$34,929,632 or \$3,918,427 (10%) under the revised budget. As we go into FY09 & FY10, we are faced with almost a \$2.6M deficit over the next 2 years. To alleviate some of that deficit, staff is

proposing that we use reserve money from the following accounts to lessen the impact on the FY09 & FY10 budget:

- A withdrawal is recommended from the **Capital Funding Reserve** for \$625,154. Funds to be allocated as follows: \$181,046 will be transferred to the Operating Budget which provides \$111,047 for the Project Manager payroll expenses, and \$70,000 for the budget transfer previously approved in January. \$444,107 is needed for capital expenditures related to the MetroBase project.
- Staff recommends withdrawing \$165,978 from the **Cash Flow Reserve** account to pay for the retiree payouts from FY08 in accordance with Board direction during FY08.
- **Workers' Compensation** plan claims have been significantly lower. Costs incurred in FY08 were \$50,723. Staff recommends withdrawing this amount from the Workers' Compensation Reserve account. This will bring the account within 57% of fully funding the recommended minimum reserve balance of \$3,651,291.
- **Liability Insurance** costs were incurred in FY08 in the amount of \$49,243. Staff recommends withdrawing this amount from the Liability Insurance Reserve account for legal settlements we incurred in FY08.
- **Carryover from FY07** was \$911,228 and was not required to balance the FY08 budget.
- The use of the above reserve amounts total \$891,098 for FY08.
- The total amount of Operating Revenue received exceeds total Operating Expenses by \$1,592,960 in this preliminary report, which will be **Carryover from FY08**.
- The total amount of \$2,951,178 (carryover and reserve amounts) will be needed to fund the **Carryover from Previous Year** reserve account for FY09. See Attachment B - Schedule of Reserve Account Balances.
- **Capital Improvement Program** expenses for the year (preliminary) were \$19,178,515 or 54% of the Capital budget, which was \$35,763,174.
 - The **Capital Funding Reserve** account incurred actual district spending of \$444,107. These costs along with the project manager personnel cost of \$111,047 and a budget transfer of \$70,000 will bring the reserve account down to \$13,625,636. See Attachment B - Schedule of Reserve Account Balances.
- Although several accounting adjustments are still required in preparation for the final audit, the amount required for carryover will be available. The final reserve balances will be reported in the audited financial statements for the fiscal year. If the schedule

of reserve accounts changes significantly following all audit adjustments, it will be brought back to the Board.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the preliminary status of the District's FY08 budget as of June 30, 2008.

The fiscal year has elapsed **100%**.

A. Operating Revenues

Operating revenues are \$358,280 (1%) under the amount we expected to receive for the fiscal year, based on the revised budget adopted by the Board in December 2007. One time use of revenue from reserves and prior year carryover were \$1,358,218. Detailed operating revenue variances are discussed in the attached notes to the report. Here are the highlights:

- **Passenger Fares** are \$80,887 or 2% over budget for the year, **Special Transit Fares** are \$304,344 or 11% over budget and **Highway 17** revenue was a total of \$77,474 or 6% over budget. The majority of these increases are due to increased ridership.
- **Paratransit Fares** were \$19,831 or 8% under the amount expected to be received for the year. Most of this decrease is attributable to the number of trips taken not meeting our yearly projections.

B. Operating Expenses

Total preliminary operating expenses are at 90% of the revised budget for the year. There are no significant departmental budget overruns and total expenses are within the budgeted amount for the year. All variances are explained in the attached notes. Some auditing adjustments are yet to be entered which may slightly change expenses.

C. Allocation from Reserves

In years past, the Board of Directors has designated excess sales tax revenue at year-end for various reserves and carryovers. Based on preliminary year-end figures, it appears that there will be excess revenues in FY08 to alleviate the \$2.6M deficit in FY09 & FY10.

- The **Capital Funding Reserve** account incurred costs of \$625,154. These costs will bring the reserve account down to \$13,625,636. These dollars funded FY08 Project Manager personnel costs of \$111,047, and a budget transfer of \$70,000 in

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the operating budget. Actual district spending of \$444,107 is detailed in the FY08 Capital Budget sheet.

- Staff recommends withdrawing \$165,978 from the **Cash Flow Reserve** account to pay for the retiree payouts from FY08 in accordance with Board direction during FY08. The balance of the Cash reserve account will still be in line with the cash flow reserve standard of three month's of operating expenditures we asked the Board to maintain last year.
- **Workers' Compensation** plan claims have been significantly lower. Costs incurred in FY08 were \$50,723. Staff recommends withdrawing this amount from the Workers' Compensation Reserve account. This will bring the account within 57% of fully funding the recommended minimum reserve balance of \$3,651,291. Every three years, an actuarial valuation and review is performed by Bickmore Risk Services. This review was done in FY07. Based on that review and lower claims over the last 3 years, we are recommending a reduction of the minimum reserve balance by the costs I incurred in FY08.
- **Liability Insurance** costs were incurred in FY08 in the amount of \$49,243. Staff recommends withdrawing this amount from the Liability Insurance Reserve account for legal settlements we incurred in FY08. We are aware that the cases are going down but the \$ values of the cases are increasing. We revisit this trend on a yearly basis and will recommend a change in minimum balances accordingly as we see the trends change.
- **Carryover from FY07** was \$911,228 and was not required to balance the FY08 budget. The total amount of Operating Revenue received exceeds total Operating Expenses in FY08 by \$1,592,960 in this preliminary report. This will be **Carryover from FY08**. The use of the above listed reserve amounts total \$891,098. These three items total \$2,951,178 (carryover and reserve amounts) and will be needed to fund the **Carryover from Previous Year** reserve account for FY09. These amounts are available for allocation to fund the projected FY09 & FY10 deficit. See Attachment B - Schedule of Reserve Account Balances.
- Staff proposes that funds be allocated among the reserve accounts in accordance with the Schedule of Reserve Account Balances (Attachment B). Since the final accounting adjustments have not yet been completed, the final amounts for the reserves may change slightly, in particular, the Carryover from Previous Year account. The final amounts will be available upon completion of the financial audit later this calendar year.

D. Capital Improvement Program

Preliminary expenses for the capital improvement program total \$19,178,516 for the year. Several of the capital projects will be carried over to FY09. A total of \$7,401,274 was

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spent on the Metrobase project, which is funded primarily with State Transit Assistance (STA) funds (designated/restricted from prior years), federal capital grants, and district reserves that were the result of a lawsuit, and Office of Emergency Services (OES) proceeds.

IV. FINANCIAL CONSIDERATIONS

Based on the preliminary numbers, FY08 revenues exceed expenses by approximately \$2,951,178 and should allow for the required carryover to FY09. Staff recommends that monies be retired to the Reserve Accounts to keep METRO fiscally sound and moving confidently forward into the future. Using the Liability Insurance, Workers Compensation, Cash Flow, and Capital Funding reserves will keep METRO in an unassailable position to make good fiscal decisions in the coming years.

V. ATTACHMENTS

Attachment A: Revenue and Expense Reports for June 2008

Attachment B: Schedule of Reserve Account Balances as of June 30, 2008

FY08
Operating Revenue
For the month ending - June 30, 2008

Revenue Source	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY08 Actual	FY07	\$ Var	% Var
Passenger Fares	\$ 297,192	\$ 287,507	\$ 9,685	3%	\$ 3,530,971	\$ 3,450,084	\$ 80,887	2%		\$ 3,530,971	\$ 3,406,079	\$ 124,892	4%
Paratransit Fares	\$ 22,344	\$ 20,800	\$ 1,544	7%	\$ 229,769	\$ 249,600	\$ (19,831)	-8%		\$ 229,769	\$ 229,100	\$ 669	0%
Special Transit Fares	\$ 251,833	\$ 235,271	\$ 16,562	7%	\$ 3,127,596	\$ 2,823,252	\$ 304,344	11%		\$ 3,127,596	\$ 2,837,936	\$ 289,660	10%
Highway 17 Fares	\$ 94,103	\$ 70,310	\$ 23,793	34%	\$ 897,606	\$ 843,720	\$ 53,886	6%		\$ 897,606	\$ 818,902	\$ 78,704	10%
Highway 17 Payments	\$ 34,976	\$ 38,544	\$ (3,568)	-9%	\$ 486,116	\$ 462,528	\$ 23,588	5%		\$ 486,116	\$ 438,482	\$ 47,634	11%
Subtotal Passenger Revenue	\$ 700,448	\$ 652,432	\$ 48,016	7%	\$ 8,272,058	\$ 7,829,184	\$ 442,874	6%	1	\$ 8,272,058	\$ 7,730,499	\$ 541,559	7%
Commissions	\$ 1,378	\$ 500	\$ 878	176%	\$ 4,938	\$ 6,000	\$ (1,062)	-18%		\$ 4,938	\$ 5,695	\$ (757)	-13%
Advertising Income	\$ 23,082	\$ 12,083	\$ 10,999	91%	\$ 258,383	\$ 145,000	\$ 113,383	78%	2	\$ 258,383	\$ 243,273	\$ 15,110	6%
Rent Income - SC Pacific Station	\$ 7,378	\$ 7,086	\$ 292	4%	\$ 81,802	\$ 85,040	\$ (3,238)	-4%		\$ 81,802	\$ 85,935	\$ (4,133)	-5%
Rent Income - Watsonville TC	\$ 4,167	\$ 4,124	\$ 43	1%	\$ 45,760	\$ 49,486	\$ (3,726)	-8%		\$ 45,760	\$ 50,644	\$ (4,884)	-10%
Rent Income - General	\$ 5,089	\$ -	\$ 5,089	100%	\$ 20,350	\$ -	\$ 20,350	100%		\$ 20,350	\$ 4,800	\$ 15,550	324%
Interest Income	\$ 48,164	\$ 89,667	\$ (41,503)	-46%	\$ 942,456	\$ 1,076,000	\$ (133,544)	-12%	3	\$ 942,456	\$ 1,327,929	\$ (385,473)	-29%
Other Non-Transp Revenue	\$ 24,266	\$ 23,583	\$ 683	3%	\$ 153,494	\$ 283,000	\$ (129,506)	-46%	4	\$ 153,494	\$ 269,279	\$ (115,785)	-43%
Sales Tax Revenue	\$ 1,516,403	\$ 1,741,629	\$ (225,226)	-13%	\$ 17,054,736	\$ 17,624,453	\$ (569,717)	-3%	5	\$ 17,054,736	\$ 17,652,773	\$ (598,037)	-3%
Transp Dev Act (TDA) - Op Asst	\$ 1,541,807	\$ 1,590,509	\$ (48,702)	-3%	\$ 6,313,334	\$ 6,362,037	\$ (48,703)	-1%	6	\$ 6,313,334	\$ 6,165,834	\$ 147,500	2%
Subtotal Other Revenue	\$ 3,171,734	\$ 3,469,181	\$ (297,447)	-9%	\$ 24,875,253	\$ 25,631,016	\$ (755,763)	-3%		\$ 24,875,253	\$ 25,806,162	\$ (930,909)	-4%
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%	\$ 3,153,552	\$ 3,153,552	\$ -	0%		\$ 3,153,552	\$ 3,130,226	\$ 23,326	1%
Repay FTA Advance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%	\$ 149,335	\$ 149,335	\$ -	0%		\$ 149,335	\$ 168,582	\$ (19,247)	-11%
Sec 5303 - AMBAG Funding	\$ 8,589	\$ -	\$ 8,589	100%	\$ 54,609	\$ 100,000	\$ (45,391)	-45%		\$ 54,609	\$ -	\$ 54,609	100%
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%	\$ 17,785	\$ 17,785	\$ -	0%		\$ 17,785	\$ 39,404	\$ (21,619)	-55%
Subtotal Grant Revenue	\$ 8,589	\$ -	\$ 8,589	100%	\$ 3,375,281	\$ 3,420,672	\$ (45,391)	-1%		\$ 3,375,281	\$ 3,338,212	\$ 37,069	1%
Subtotal Operating Revenue	\$ 3,880,771	\$ 4,121,613	\$ (240,842)	-6%	\$ 36,522,592	\$ 36,880,872	\$ (358,280)	-1%		\$ 36,522,592	\$ 36,874,873	\$ (352,281)	-1%
Total Operating Expenses	\$ 3,195,674				\$ 34,929,632					\$ 34,929,632	\$ 32,557,611		
Variance	\$ 685,097				\$ 1,592,960					\$ 1,592,960	\$ 4,317,262		
One-Time Revenue													
Transfer (to)/from Capital Reserves	\$ 111,046	\$ 111,046	\$ -	0%	\$ 181,046	\$ 182,452	\$ (1,406)	-1%		\$ 181,046	\$ (1,000,000)	\$ 1,181,046	-118%
Transfer (to)/from Cash Flow Res.	\$ 165,978	\$ 165,978	\$ -	0%	\$ 165,978	\$ 623,448	\$ (457,470)	-73%		\$ 165,978	\$ (2,536,899)	\$ 2,702,877	-107%
Transfer (to)/from W/C Reserve	\$ 50,723	\$ 3,092	\$ 47,631	1540%	\$ 50,723	\$ 100,000	\$ (49,277)	-49%		\$ 50,723	\$ (66,364)	\$ 117,087	-176%
Transfer (to)/from Liab. Ins Res	\$ 3,133	\$ 12,500	\$ (9,367)	-75%	\$ 49,243	\$ 150,000	\$ (100,757)	-67%		\$ 49,243	\$ 197,229	\$ (147,986)	-75%
Carryover from Previous Year	\$ -	\$ -	\$ -	0%	\$ 911,228	\$ 911,228	\$ -	0%		\$ 911,228	\$ -	\$ 911,228	0%
Subtotal One-Time Revenue	\$ 330,880	\$ 292,616	\$ 38,264	13%	\$ 1,358,218	\$ 1,967,128	\$ (608,910)	-31%		\$ 1,358,218	\$ (3,406,034)	\$ 4,764,252	-140%
Total Revenue	\$ 4,211,651	\$ 4,414,229	\$ (202,578)	-5%	\$ 37,880,810	\$ 38,848,000	\$ (967,190)	-2%		\$ 37,880,810	\$ 33,468,839	\$ 4,411,971	13%
Total Operating Expenses	\$ 3,195,674				\$ 34,929,632					\$ 34,929,632	\$ 32,557,611		
Variance	\$ 1,015,977				\$ 2,951,178					\$ 2,951,178	\$ 911,228		

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Attachment A

FY08
Operating Revenue
For the month ending - June 30, 2008

Percent of Year Elapsed -	100%						Year to Date				YTD Year Over Year Comparison			
		Current Period												
<u>Revenue Source</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>FY08</u>	<u>FY07</u>	<u>\$ Var</u>	<u>% Var</u>	
<u>Year to Date Notes:</u>														

- 1) **Passenger Revenue** is slightly over budget due to an increase in ridership.
- 2) **Advertising Income** is over budget due to more advertising than expected.
- 3) **Interest Income** is under budget due to increased spending on the Metro Base project, and a decrease in the interest rate paid by the County Treasury.
- 4) **Other Non-Transp Revenue** is under budget due to contractual changes of the UTU PERS reimbursement received from the County Treasury.
- 5) **Sales Tax Revenue** is under budget due to less consumer discretionary spending and current economic conditions.
- 6) **Transp Dev Act (TDA) - Op Assist** is slightly under budget due to the timing of the application for funds and the actual allocation award.

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FY08
Consolidated Operating Expenses
For the month ending - June 30, 2008

	Current Period				Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var Notes	Actual FY08	FY07	\$ Var	% Var
LABOR												
501011 Bus Operator Pay	\$ 604,528	\$ 687,597	\$ (83,069)	-12%	\$ 7,430,733	\$ 8,251,164	\$ (820,431)	-10%	\$ 7,430,733	\$ 7,260,939	\$ 169,794	2%
501013 Bus Operator Overtime	\$ 83,610	\$ 102,083	\$ (18,473)	-18%	\$ 1,420,672	\$ 1,224,996	\$ 195,676	16%	\$ 1,420,672	\$ 1,264,259	\$ 156,413	12%
501021 Other Salaries	\$ 393,542	\$ 541,357	\$ (147,815)	-27%	\$ 5,866,496	\$ 6,496,284	\$ (629,788)	-10%	\$ 5,866,496	\$ 5,521,525	\$ 344,971	6%
501023 Other Overtime	\$ 25,770	\$ 19,684	\$ 6,086	31%	\$ 315,421	\$ 236,208	\$ 79,213	34%	\$ 315,421	\$ 263,222	\$ 52,199	20%
Total Labor -	\$1,107,450	\$1,350,721	\$(243,271)	-18%	\$15,033,322	\$16,208,652	\$ (1,175,330)	-7%	\$15,033,322	\$14,309,945	\$ 723,377	5%
FRINGE BENEFITS												
502011 Medicare/Soc. Sec.	\$ 17,628	\$ 20,139	\$ (2,511)	-12%	\$ 207,815	\$ 241,668	\$ (33,853)	-14%	\$ 207,815	\$ 201,850	\$ 5,965	3%
502021 Retirement	\$ 153,457	\$ 185,973	\$ (32,516)	-17%	\$ 1,997,213	\$ 2,231,676	\$ (234,463)	-11%	\$ 1,997,213	\$ 1,791,125	\$ 206,088	12%
502031 Medical Insurance	\$ 408,845	\$ 438,530	\$ (29,685)	-7%	\$ 4,702,052	\$ 5,262,360	\$ (560,308)	-11%	\$ 4,702,052	\$ 4,124,364	\$ 577,688	14%
502041 Dental Insurance	\$ 38,795	\$ 40,928	\$ (2,133)	-5%	\$ 470,088	\$ 491,135	\$ (21,047)	-4%	\$ 470,088	\$ 446,854	\$ 23,234	5%
502045 Vision Insurance	\$ 10,415	\$ 11,336	\$ (921)	-8%	\$ 129,867	\$ 136,031	\$ (6,164)	-5%	\$ 129,867	\$ 127,982	\$ 1,885	1%
502051 Life Insurance	\$ 3,741	\$ 4,414	\$ (673)	-15%	\$ 42,208	\$ 52,968	\$ (10,760)	-20%	\$ 42,208	\$ 51,146	\$ (8,938)	-17%
502060 State Disability	\$ 11,723	\$ 30,599	\$ (18,876)	-62%	\$ 129,442	\$ 367,188	\$ (237,746)	-65%	\$ 129,442	\$ 144,352	\$ (14,910)	-10%
502061 Disability Insurance	\$ 17,663	\$ 15,926	\$ 1,737	11%	\$ 206,522	\$ 191,112	\$ 15,410	8%	\$ 206,522	\$ 188,433	\$ 18,089	10%
502071 State Unemp. Ins	\$ 290	\$ 8,019	\$ (7,729)	-96%	\$ 54,413	\$ 96,228	\$ (41,815)	-43%	\$ 54,413	\$ 50,089	\$ 4,324	9%
502081 Worker's Comp Ins	\$ 58,524	\$ 116,390	\$ (57,866)	-50%	\$ 979,925	\$ 1,396,680	\$ (416,755)	-30%	\$ 979,925	\$ 820,125	\$ 159,800	19%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 10,732	\$ 28,652	\$ (17,920)	-63%	\$ 296,107	\$ 343,824	\$ (47,717)	-14%	\$ 296,107	\$ 289,893	\$ 6,214	2%
502103 Floating Holiday	\$ 59,705	\$ 5,467	\$ 54,238	992%	\$ 79,336	\$ 65,604	\$ 13,732	21%	\$ 79,336	\$ 67,172	\$ 12,164	18%
502109 Sick Leave	\$ 144,253	\$ 63,400	\$ 80,853	128%	\$ 664,031	\$ 760,800	\$ (96,769)	-13%	\$ 664,031	\$ 610,577	\$ 53,454	9%
502111 Annual Leave	\$ 214,877	\$ 125,133	\$ 89,744	72%	\$ 1,661,329	\$ 1,501,596	\$ 159,733	11%	\$ 1,661,329	\$ 1,839,398	\$ (178,069)	-10%
502121 Other Paid Absence	\$ 15,402	\$ 13,692	\$ 1,710	12%	\$ 138,969	\$ 164,303	\$ (25,334)	-15%	\$ 138,969	\$ 173,636	\$ (34,667)	-20%
502251 Physical Exams	\$ 150	\$ 3,019	\$ (2,869)	-95%	\$ 7,664	\$ 36,228	\$ (28,564)	-79%	\$ 7,664	\$ 7,194	\$ 470	7%
502253 Driver Lic Renewal	\$ 34	\$ 433	\$ (399)	-92%	\$ 1,655	\$ 5,196	\$ (3,541)	-68%	\$ 1,655	\$ 1,804	\$ (149)	-8%
502999 Other Fringe Benefits	\$ 6,944	\$ 8,027	\$ (1,083)	-13%	\$ 98,606	\$ 96,324	\$ 2,282	2%	\$ 98,606	\$ 107,970	\$ (9,364)	-9%
Total Fringe Benefits -	\$1,173,178	\$1,120,077	\$ 53,101	5%	\$11,867,242	\$13,440,921	\$ (1,573,679)	-12%	\$11,867,242	\$11,043,964	\$ 823,278	7%
Total Personnel Expenses -	\$2,280,628	\$2,470,798	\$(190,170)	-8%	\$26,900,564	\$29,649,573	\$ (2,749,009)	-9%	\$26,900,564	\$25,353,909	\$ 1,546,655	6%

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FY08
Consolidated Operating Expenses
For the month ending - June 30, 2008

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		Actual	FY08	FY07	\$ Var
SERVICES													
503011 Acctg & Audit Fees	\$ 42,687	\$ 8,333	\$ 34,354	412%	\$ 84,436	\$ 100,122	\$ (15,686)	-16%		\$ 84,436	\$ 71,716	\$ 12,720	18%
503012 Admin & Bank Fees	\$ 44,119	\$ 19,669	\$ 24,450	124%	\$ 176,720	\$ 236,028	\$ (59,308)	-25%	2	\$ 176,720	\$ 156,778	\$ 19,942	13%
503031 Prof & Tech Fees	\$ 33,297	\$ 32,126	\$ 1,171	4%	\$ 157,563	\$ 385,512	\$ (227,949)	-59%	3	\$ 157,563	\$ 222,076	\$ (64,513)	-29%
503032 Legislative Services	\$ 7,500	\$ 8,084	\$ (584)	-7%	\$ 90,470	\$ 97,008	\$ (6,538)	-7%		\$ 90,470	\$ 91,333	\$ (863)	-1%
503033 Legal Services	\$ -	\$ 4,306	\$ (4,306)	-100%	\$ 1,259	\$ 51,672	\$ (50,413)	-98%	4	\$ 1,259	\$ 1,120	\$ 139	12%
503034 Pre-Employ Exams	\$ 2,264	\$ 2,083	\$ 181	9%	\$ 14,459	\$ 24,996	\$ (10,537)	-42%		\$ 14,459	\$ 19,767	\$ (5,308)	-27%
503041 Temp Help	\$ 16,418	\$ 1,375	\$ 15,043	1094%	\$ 109,414	\$ 16,500	\$ 92,914	563%	5	\$ 109,414	\$ 64,768	\$ 44,646	69%
503161 Custodial Services	\$ 5,673	\$ 6,120	\$ (447)	-7%	\$ 68,109	\$ 73,440	\$ (5,331)	-7%		\$ 68,109	\$ 65,150	\$ 2,959	5%
503162 Uniform & Laundry	\$ 2,794	\$ 3,743	\$ (949)	-25%	\$ 38,876	\$ 44,916	\$ (6,040)	-13%		\$ 38,876	\$ 44,416	\$ (5,540)	-12%
503171 Security Services	\$ 29,855	\$ 36,994	\$ (7,139)	-19%	\$ 341,087	\$ 443,928	\$ (102,841)	-23%	6	\$ 341,087	\$ 392,183	\$ (51,096)	-13%
503221 Classified/Legal Ads	\$ 554	\$ 2,383	\$ (1,829)	-77%	\$ 13,900	\$ 28,596	\$ (14,696)	-51%		\$ 13,900	\$ 15,184	\$ (1,284)	-8%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 1,717	\$ (1,717)	-100%	\$ -	\$ 20,604	\$ (20,604)	-100%		\$ -	\$ 15,810	\$ (15,810)	-100%
503351 Repair - Bldg & Impr	\$ 35,871	\$ 3,542	\$ 32,329	913%	\$ 122,507	\$ 42,504	\$ 80,003	188%	7	\$ 122,507	\$ 52,672	\$ 69,835	133%
503352 Repair - Equipment	\$ 8,874	\$ 26,236	\$ (17,362)	-66%	\$ 161,770	\$ 314,832	\$ (153,062)	-49%	8	\$ 161,770	\$ 153,568	\$ 8,202	5%
503353 Repair - Rev Vehicle	\$ 52,759	\$ 24,255	\$ 28,504	118%	\$ 346,490	\$ 291,060	\$ 55,430	19%	9	\$ 346,490	\$ 165,983	\$ 180,507	109%
503354 Repair - Non Rev Vehicle	\$ 2,034	\$ 4,652	\$ (2,618)	-56%	\$ 29,481	\$ 55,824	\$ (26,343)	-47%	10	\$ 29,481	\$ 26,491	\$ 2,990	11%
503363 Haz Mat Disposal	\$ 6,268	\$ 2,042	\$ 4,226	207%	\$ 36,749	\$ 24,504	\$ 12,245	50%	11	\$ 36,749	\$ 34,825	\$ 1,924	6%
Total Services -	\$ 290,967	\$ 187,660	\$ 103,307	55%	\$ 1,793,290	\$ 2,252,165	\$ (458,875)	-20%		\$ 1,793,290	\$ 1,593,840	\$ 199,450	13%
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 12,021	\$ 10,226	\$ 1,795	18%	\$ 156,283	\$ 122,712	\$ 33,571	27%	12	\$ 156,283	\$ 113,527	\$ 42,756	38%
504012 Fuels & Lube Rev Veh	\$ 269,779	\$ 269,649	\$ 130	0%	\$ 2,541,024	\$ 3,217,788	\$ (676,764)	-21%	13	\$ 2,541,024	\$ 2,110,237	\$ 430,787	20%
504021 Tires & Tubes	\$ 18,132	\$ 18,700	\$ (568)	-3%	\$ 185,826	\$ 224,400	\$ (38,574)	-17%	14	\$ 185,826	\$ 187,683	\$ (1,857)	-1%
504161 Other Mobile Supplies	\$ 49	\$ 667	\$ (618)	-93%	\$ 6,460	\$ 8,004	\$ (1,544)	-19%		\$ 6,460	\$ 7,580	\$ (1,120)	-15%
504191 Rev Vehicle Parts	\$ 83,637	\$ 56,800	\$ 26,837	47%	\$ 775,903	\$ 681,600	\$ 94,303	14%	15	\$ 775,903	\$ 695,062	\$ 80,841	12%
Total Mobile Materials & Supplies -	\$ 383,618	\$ 356,042	\$ 27,576	8%	\$ 3,665,496	\$ 4,254,504	\$ (589,008)	-14%		\$ 3,665,496	\$ 3,114,089	\$ 551,407	18%

9.04

FY08
Consolidated Operating Expenses
For the month ending - June 30, 2008

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var Notes	Actual FY08	FY07	\$ Var	% Var	
OTHER MATERIALS & SUPPLIES													
504205 Freight Out	\$ 204	\$ 412	\$ (208)	-50%	\$ 4,134	\$ 4,944	\$ (810)	-16%		\$ 4,134	\$ 2,232	\$ 1,902	85%
504211 Postage & Mailing	\$ (3,731)	\$ 1,867	\$ (5,598)	-300%	\$ 16,435	\$ 22,404	\$ (5,969)	-27%		\$ 16,435	\$ 15,231	\$ 1,204	8%
504214 Promotional Items	\$ -	\$ 2	\$ (2)	-100%	\$ -	\$ 24	\$ (24)	-100%		\$ -	\$ -	\$ -	0%
504215 Printing	\$ 12,567	\$ 7,401	\$ 5,166	70%	\$ 73,613	\$ 88,812	\$ (15,199)	-17%	16	\$ 73,613	\$ 59,927	\$ 13,686	23%
504217 Photo Supply/Processing	\$ 148	\$ 754	\$ (606)	-80%	\$ 3,676	\$ 9,047	\$ (5,371)	-59%		\$ 3,676	\$ 6,171	\$ (2,495)	-40%
504311 Office Supplies	\$ 8,457	\$ 7,184	\$ 1,273	18%	\$ 88,773	\$ 86,208	\$ 2,565	3%		\$ 88,773	\$ 87,797	\$ 976	1%
504315 Safety Supplies	\$ 147	\$ 1,521	\$ (1,374)	-90%	\$ 23,816	\$ 18,252	\$ 5,564	30%		\$ 23,816	\$ 19,166	\$ 4,650	24%
504317 Cleaning Supplies	\$ 3,193	\$ 4,090	\$ (897)	-22%	\$ 49,557	\$ 49,080	\$ 477	1%		\$ 49,557	\$ 46,344	\$ 3,213	7%
504409 Repair/Maint Supplies	\$ 7,395	\$ 3,750	\$ 3,645	97%	\$ 82,499	\$ 45,000	\$ 37,499	83%	17	\$ 82,499	\$ 62,314	\$ 20,185	32%
504421 Non-Inventory Parts	\$ 2,172	\$ 3,605	\$ (1,433)	-40%	\$ 49,574	\$ 43,260	\$ 6,314	15%		\$ 49,574	\$ 33,133	\$ 16,441	50%
504511 Small Tools	\$ 535	\$ 824	\$ (289)	-35%	\$ 9,163	\$ 9,888	\$ (725)	-7%		\$ 9,163	\$ 7,754	\$ 1,409	18%
504515 Employee Tool Rplcmt	\$ 172	\$ 215	\$ (43)	-20%	\$ 1,379	\$ 2,580	\$ (1,201)	-47%		\$ 1,379	\$ 1,413	\$ (34)	-2%
Total Other Materials & Supplies -	\$ 31,259	\$ 31,625	\$ (366)	-1%	\$ 402,619	\$ 379,499	\$ 23,120	6%		\$ 402,619	\$ 341,482	\$ 61,137	18%
UTILITIES													
505011 Gas & Electric	\$ 22,173	\$ 15,151	\$ 7,022	46%	\$ 213,522	\$ 181,812	\$ 31,710	17%		\$ 213,522	\$ 187,710	\$ 25,812	14%
505021 Water & Garbage	\$ 10,604	\$ 9,274	\$ 1,330	14%	\$ 117,796	\$ 111,288	\$ 6,508	6%		\$ 117,796	\$ 89,319	\$ 28,477	32%
505031 Telecommunications	\$ 9,769	\$ 8,021	\$ 1,748	22%	\$ 102,692	\$ 96,252	\$ 6,440	7%		\$ 102,692	\$ 77,458	\$ 25,234	33%
Total Utilities -	\$ 42,546	\$ 32,446	\$ 10,100	31%	\$ 434,010	\$ 389,360	\$ 44,650	11%	18	\$ 434,010	\$ 354,487	\$ 79,523	22%
CASUALTY & LIABILITY													
506011 Insurance - Property	\$ 6,028	\$ 4,678	\$ 1,350	29%	\$ 53,305	\$ 56,136	\$ (2,831)	-5%		\$ 53,305	\$ 35,985	\$ 17,320	48%
506015 Insurance - PL & PD	\$ 45,580	\$ 35,000	\$ 10,580	30%	\$ 424,671	\$ 420,000	\$ 4,671	1%		\$ 424,671	\$ 489,803	\$ (65,132)	-13%
506021 Insurance - Other	\$ -	\$ 151	\$ (151)	-100%	\$ 1,007	\$ 1,812	\$ (805)	-44%		\$ 1,007	\$ 711	\$ 296	42%
506123 Settlement Costs	\$ 3,133	\$ 12,500	\$ (9,367)	-75%	\$ 49,243	\$ 150,000	\$ (100,757)	-67%	19	\$ 49,243	\$ 21,239	\$ 28,004	132%
506127 Repairs - Dist Prop	\$ (3,765)	\$ -	\$ (3,765)	0%	\$ (16,361)	\$ -	\$ (16,361)	0%		\$ (16,361)	\$ -	\$ (16,361)	0%
Total Casualty & Liability -	\$ 50,976	\$ 52,329	\$ (1,353)	-3%	\$ 511,865	\$ 627,948	\$ (116,083)	-18%		\$ 511,865	\$ 547,738	\$ (35,873)	-7%
TAXES													
507051 Fuel Tax	\$ 1,448	\$ 888	\$ 560	63%	\$ 7,328	\$ 10,656	\$ (3,328)	-31%		\$ 7,328	\$ 9,416	\$ (2,088)	-22%
507201 Licenses & permits	\$ -	\$ 980	\$ (980)	-100%	\$ 13,871	\$ 11,760	\$ 2,111	18%		\$ 13,871	\$ 15,289	\$ (1,418)	-9%
507999 Other Taxes	\$ -	\$ 2,058	\$ (2,058)	-100%	\$ 14,165	\$ 24,696	\$ (10,531)	-43%		\$ 14,165	\$ 16,334	\$ (2,169)	-13%
Total Utilities -	\$ 1,448	\$ 3,926	\$ (2,478)	-63%	\$ 35,364	\$ 47,112	\$ (11,748)	-25%		\$ 35,364	\$ 41,039	\$ (5,675)	-14%

9.95

FY08
Consolidated Operating Expenses
For the month ending - June 30, 2008

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var Notes	Actual FY08	FY07	\$ Var	% Var	
<u>PURCHASED TRANSPORTATION</u>													
503406 Contr/Paratrans	\$ 47,527	\$ 16,667	\$ 30,860	185%	\$ 288,788	\$ 200,004	\$ 88,784	44%	20	\$ 288,788	\$ 200,482	\$ 88,306	44%
Total Purchased Transportation -	\$ 47,527	\$ 16,667	\$ 30,860	185%	\$ 288,788	\$ 200,004	\$ 88,784	44%		\$ 288,788	\$ 200,482	\$ 88,306	44%
<u>MISC</u>													
509011 Dues & Subscriptions	\$ 2,499	\$ 4,768	\$ (2,269)	-48%	\$ 22,427	\$ 57,216	\$ (34,789)	-61%	21	\$ 22,427	\$ 94,391	\$ (71,964)	-76%
509085 Advertising - Rev Product	\$ -	\$ 1,250	\$ (1,250)	-100%	\$ -	\$ 15,000	\$ (15,000)	-100%		\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ -	\$ 2,135	\$ (2,135)	-100%	\$ 14,159	\$ 23,819	\$ (9,660)	-41%		\$ 14,159	\$ 2,860	\$ 11,299	395%
509121 Employee Training	\$ 211	\$ 1,625	\$ (1,414)	-87%	\$ 87,097	\$ 89,500	\$ (2,403)	-3%		\$ 87,097	\$ 30,382	\$ 56,715	187%
509123 Travel	\$ 2,044	\$ 4,348	\$ (2,304)	-53%	\$ 35,593	\$ 52,176	\$ (16,583)	-32%		\$ 35,593	\$ 21,095	\$ 14,498	69%
509125 Local Meeting Exp	\$ 500	\$ 529	\$ (29)	-5%	\$ 4,603	\$ 6,348	\$ (1,745)	-27%		\$ 4,603	\$ 5,464	\$ (861)	-16%
509127 Board Director Fees	\$ 1,000	\$ 1,100	\$ (100)	-9%	\$ 12,850	\$ 13,200	\$ (350)	-3%		\$ 12,850	\$ 10,700	\$ 2,150	20%
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%	\$ 248	\$ 648	\$ (400)	-62%		\$ 248	\$ 240	\$ 8	3%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%	\$ 332	\$ -	\$ 332	0%		\$ 332	\$ -	\$ 332	0%
509198 Cash Over/Short	\$ 1,271	\$ -	\$ 1,271	0%	\$ 2,488	\$ -	\$ 2,488	0%		\$ 2,488	\$ (302)	\$ 2,790	-924%
Total Misc -	\$ 7,525	\$ 15,809	\$ (8,284)	-52%	\$ 179,797	\$ 257,907	\$ (78,110)	-30%		\$ 179,797	\$ 164,830	\$ 14,967	9%
<u>LEASES & RENTALS</u>													
512011 Facility Rentals	\$ 58,283	\$ 59,559	\$ (1,276)	-2%	\$ 697,926	\$ 714,711	\$ (16,785)	-2%		\$ 697,926	\$ 765,219	\$ (67,293)	-9%
512061 Equipment Rentals	\$ 897	\$ 6,273	\$ (5,376)	-86%	\$ 19,913	\$ 75,276	\$ (55,363)	-74%	22	\$ 19,913	\$ 80,496	\$ (60,583)	-75%
Total Leases & Rentals -	\$ 59,180	\$ 65,832	\$ (6,652)	-10%	\$ 717,839	\$ 789,987	\$ (72,148)	-9%		\$ 717,839	\$ 845,715	\$ (127,876)	-15%
Total Non-Personnel Expenses -	\$ 915,046	\$ 762,336	\$ 152,710	20%	\$ 8,029,068	\$ 9,198,486	\$ (1,169,418)	-13%		\$ 8,029,068	\$ 7,203,702	\$ 825,366	11%
TOTAL OPERATING EXPENSE -	\$3,195,674	\$3,233,134	\$ (37,460)	-1%	\$34,929,632	\$38,848,059	\$ (3,918,427)	-10%		\$34,929,632	\$32,557,611	\$ 2,372,021	7%

** does not include depreciation

Year to Date Notes:

- 1) **Total Personnel Expenses** are below budget due to not being at full complement.
- 2) **Admin & Bank Fees** are under budget due to quarterly Sales Tax Admin Fees not increasing as anticipated until FY09.
- 3) **Prof & Tech Fees** are below budget due to website redesign and ParaCruz & SEIU labor negotiations being moved to FY09.
- 4) **Legal Services** are under budget due to less than anticipated expenses in FY08.

9.96

FY08
Consolidated Operating Expenses
For the month ending - June 30, 2008

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Notes	Actual FY08	FY07	\$ Var	% Var
5) Temp Help	is over budget due to vacancies and work loads. (Expense is offset by savings in personnel expense.)												
6) Security Services	are under budget due to budgeting for additional emergency security throughout the year.												
7) Repair Bldg & Impr	is over budget due to unanticipated repairs including maintenance contract for the LCNG Fueling Station (1200 B River Street), 111 DuBois parking lot base rock, backflow installation at WTC and sewer work at Ops.												
8) Repair - Equipment	is under budget due to LCNG Fueling Station costs recorded in Repairs Bldg & Impr and less than anticipated repair costs.												
9) Repair - Rev Vehicle	is over budget due to more than budgeted repair costs, including several transmission re-builds.												
10) Repair - Non Rev Vehicle	is under budget due to purchase of new vehicles and less than anticipated repairs.												
11) Haz Mat Disposal	is over budget due to unanticipated lift station repairs, and extra grease trap pump-outs at Pacific Station.												
12) Fuels & Lube Non Rev Veh	is over budget due increased fuel and lube costs.												
13) Fuels & Lube Rev Veh	is under budget due to the CNG conversion and the resulting economies in fuel consumption.												
14) Tires & Tubes	are under budget due to less than expected expenditures attributable to periodic bulk purchases.												
15) Rev Vehicle Parts	is over budget due to a one-time inventory adjustment related to the Orion parts credit, and an aging fleet that requires increased repairs.												
16) Printing	is under budget due to less than anticipated printing costs for Fleet (4100) and HR (1400) for the UTU Labor Contract not being printed by year end.												
17) Repair/Maint Supplies	are over budget due to bulk purchases of supplies including bus stop signage.												
18) Utilities	are over budget due to increased costs, and service for newly acquired properties.												
19) Settlement costs	are under budget due to less than anticipated settlement costs for the year.												
20) Contr/Paratrans	is over budget due to personnel not being at full complement and extra dialysis rides in May & June.												
21) Dues and Subscriptions	are under budget due to annual APTA dues budgeted in FY08 but paid in FY07.												
22) Equipment Rental	is under budget due to the purchase of non-revenue vehicles to replace leased vehicles at the end of June 2007.												

9.97

FY08
Operating Expenses by Department
For the month ending - June 30, 2008

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		Actual	FY07	\$ Var	% Var
Departmental Personnel Expenses													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 30,484	\$ 86,009	\$ (55,525)	-65%	\$ 867,136	\$ 1,032,108	\$ (164,972)	-16%		\$ 867,136	\$ 875,106	\$ (7,970)	-1%
1200 - Finance	\$ 80,295	\$ 51,760	\$ 28,535	55%	\$ 568,195	\$ 621,120	\$ (52,925)	-9%		\$ 568,195	\$ 476,566	\$ 91,629	19%
1300 - Customer Service	\$ 40,229	\$ 43,126	\$ (2,897)	-7%	\$ 408,532	\$ 517,523	\$ (108,991)	-21%		\$ 408,532	\$ 385,844	\$ 22,688	6%
1400 - Human Resources	\$ 78,716	\$ 49,317	\$ 29,399	60%	\$ 555,293	\$ 591,804	\$ (36,511)	-6%		\$ 555,293	\$ 407,362	\$ 147,931	36%
1500 - Information Technology	\$ 53,641	\$ 41,120	\$ 12,521	30%	\$ 493,515	\$ 493,451	\$ 64	0%		\$ 493,515	\$ 454,849	\$ 38,666	9%
1700 - District Counsel	\$ 59,042	\$ 38,234	\$ 20,808	54%	\$ 425,203	\$ 458,808	\$ (33,605)	-7%		\$ 425,203	\$ 395,226	\$ 29,977	8%
1800 - Risk Management	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 54,633	\$ 85,692	\$ (31,059)	-36%	\$ 839,446	\$ 1,028,304	\$ (188,858)	-18%		\$ 839,446	\$ 842,971	\$ (3,525)	0%
3100 - Paratransit Program	\$ 212,490	\$ 251,796	\$ (39,306)	-16%	\$ 2,743,990	\$ 3,021,553	\$ (277,563)	-9%		\$ 2,743,990	\$ 2,604,059	\$ 139,931	5%
3200 - Operations	\$ 205,917	\$ 178,654	\$ 27,263	15%	\$ 1,969,698	\$ 2,143,859	\$ (174,161)	-8%		\$ 1,969,698	\$ 1,977,337	\$ (7,639)	0%
3300 - Bus Operators	\$ 1,017,124	\$ 1,153,144	\$ (136,020)	-12%	\$ 12,719,786	\$ 13,837,706	\$ (1,117,920)	-8%		\$ 12,719,786	\$ 12,013,844	\$ 705,942	6%
4100 - Fleet Maintenance	\$ 318,894	\$ 347,445	\$ (28,551)	-8%	\$ 3,821,408	\$ 4,169,328	\$ (347,920)	-8%		\$ 3,821,408	\$ 3,561,437	\$ 259,971	7%
9001 - Cobra Benefits	\$ 794	\$ -	\$ 794	0%	\$ (6,108)	\$ -	\$ (6,108)	0%		\$ (6,108)	\$ 1,289	\$ (7,397)	-574%
9005 - Retired Employee Benefits	\$ 129,959	\$ 144,500	\$ (14,541)	-10%	\$ 1,496,062	\$ 1,734,000	\$ (237,938)	-14%		\$ 1,496,062	\$ 1,358,022	\$ 138,040	10%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
Subtotal Personnel Expenses	\$ 2,282,218	\$ 2,470,797	\$ (188,579)	-8%	\$ 26,902,156	\$ 29,649,564	\$ (2,747,408)	-9%		\$ 26,902,156	\$ 25,353,912	\$ 1,548,244	6%
Departmental Non-Personnel Expenses													
700 - SCCIC	\$ -	\$ 21	\$ (21)	-100%	\$ 260	\$ 378	\$ (118)	-31%		\$ 260	\$ 280	\$ (20)	-7%
1100 - Administration	\$ 19,780	\$ 74,753	\$ (54,973)	-74%	\$ 579,048	\$ 892,233	\$ (313,185)	-35%		\$ 579,048	\$ 719,892	\$ (140,844)	-20%
1200 - Finance	\$ 141,781	\$ 68,287	\$ 73,494	108%	\$ 787,407	\$ 819,625	\$ (32,218)	-4%		\$ 787,407	\$ 812,249	\$ (24,842)	-3%
1300 - Customer Service	\$ 11,336	\$ 9,726	\$ 1,610	17%	\$ 81,031	\$ 116,712	\$ (35,681)	-31%		\$ 81,031	\$ 76,173	\$ 4,858	6%
1400 - Human Resources	\$ 14,990	\$ 8,131	\$ 6,859	84%	\$ 56,778	\$ 97,572	\$ (40,794)	-42%		\$ 56,778	\$ 88,635	\$ (31,857)	-36%
1500 - Information Technology	\$ 8,104	\$ 13,268	\$ (5,164)	-39%	\$ 213,946	\$ 229,236	\$ (15,290)	-7%		\$ 213,946	\$ 145,097	\$ 68,849	47%
1700 - District Counsel	\$ 4,031	\$ 1,512	\$ 2,519	167%	\$ 25,327	\$ 18,144	\$ 7,183	40%		\$ 25,327	\$ 18,032	\$ 7,295	40%
1800 - Risk Management	\$ 3,388	\$ 20,656	\$ (17,268)	-84%	\$ 50,525	\$ 247,872	\$ (197,347)	-80%		\$ 50,525	\$ 52,872	\$ (2,347)	-4%
2200 - Facilities Maintenance	\$ 135,023	\$ 44,532	\$ 90,491	203%	\$ 607,309	\$ 534,384	\$ 72,925	14%		\$ 607,309	\$ 411,910	\$ 195,399	47%
3100 - Paratransit Program	\$ 127,851	\$ 64,048	\$ 63,803	100%	\$ 858,142	\$ 768,575	\$ 89,567	12%		\$ 858,142	\$ 565,794	\$ 292,348	52%
3200 - Operations	\$ 59,767	\$ 53,692	\$ 6,075	11%	\$ 573,010	\$ 644,304	\$ (71,294)	-11%		\$ 573,010	\$ 561,559	\$ 11,451	2%
3300 - Bus Operators	\$ -	\$ 500	\$ (500)	-100%	\$ 5,006	\$ 8,999	\$ (3,993)	-44%		\$ 5,006	\$ 5,450	\$ (444)	-8%
4100 - Fleet Maintenance	\$ 389,786	\$ 403,205	\$ (13,419)	-3%	\$ 4,133,765	\$ 4,820,461	\$ (686,696)	-14%		\$ 4,133,765	\$ 3,745,756	\$ 388,009	10%
9001 - Cobra Benefits	\$ (1,588)	\$ -	\$ (1,588)	0%	\$ (494)	\$ -	\$ (494)	0%		\$ (494)	\$ -	\$ (494)	0%
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%	\$ (2)	\$ -	\$ (2)	0%		\$ (2)	\$ -	\$ (2)	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ 51,452	\$ -	\$ 51,452	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%		\$ 6,334	\$ -	\$ 6,334	0%
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%		\$ (575)	\$ -	\$ (575)	0%
Subtotal Non-Personnel Expenses	\$ 914,249	\$ 762,331	\$ 151,918	20%	\$ 7,970,483	\$ 9,198,495	\$ (1,228,012)	-13%		\$ 8,028,269	\$ 7,203,699	\$ 824,570	11%

9.08

FY08
Operating Expenses by Department
For the month ending - June 30, 2008

	Current Period				Year to Date				Notes	YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var		FY08 Actual	FY07	\$ Var	% Var
Total Departmental Expenses													
700 - SCCIC	\$ -	\$ 21	\$ (21)	-100%	\$ 260	\$ 378	\$ (118)	-31%		\$ 260	\$ 280	\$ (20)	-7%
1100 - Administration	\$ 50,264	\$ 160,762	\$ (110,498)	-69%	\$ 1,446,184	\$ 1,924,341	\$ (478,157)	-25%	1	\$ 1,446,184	\$ 1,594,998	\$ (148,814)	-9%
1200 - Finance	\$ 222,076	\$ 120,047	\$ 102,029	85%	\$ 1,355,602	\$ 1,440,745	\$ (85,143)	-6%		\$ 1,355,602	\$ 1,288,815	\$ 66,787	5%
1300 - Customer Service	\$ 51,565	\$ 52,852	\$ (1,287)	-2%	\$ 489,563	\$ 634,235	\$ (144,672)	-23%	2	\$ 489,563	\$ 462,017	\$ 27,546	6%
1400 - Human Resources	\$ 93,706	\$ 57,448	\$ 36,258	63%	\$ 612,071	\$ 689,376	\$ (77,305)	-11%		\$ 612,071	\$ 495,997	\$ 116,074	23%
1500 - Information Technology	\$ 61,745	\$ 54,388	\$ 7,357	14%	\$ 707,461	\$ 722,687	\$ (15,226)	-2%		\$ 707,461	\$ 599,946	\$ 107,515	18%
1700 - District Counsel	\$ 63,073	\$ 39,746	\$ 23,327	59%	\$ 450,530	\$ 476,952	\$ (26,422)	-6%		\$ 450,530	\$ 413,258	\$ 37,272	9%
1800 - Risk Management	\$ 3,388	\$ 20,656	\$ (17,268)	-84%	\$ 50,525	\$ 247,872	\$ (197,347)	-80%	3	\$ 50,525	\$ 52,872	\$ (2,347)	-4%
2200 - Facilities Maintenance	\$ 189,656	\$ 130,224	\$ 59,432	46%	\$ 1,446,755	\$ 1,562,688	\$ (115,933)	-7%	4	\$ 1,446,755	\$ 1,254,881	\$ 191,874	15%
3100 - Paratransit Program	\$ 340,341	\$ 315,844	\$ 24,497	8%	\$ 3,602,132	\$ 3,790,128	\$ (187,996)	-5%	5	\$ 3,602,132	\$ 3,169,853	\$ 432,279	14%
3200 - Operations	\$ 265,684	\$ 232,346	\$ 33,338	14%	\$ 2,542,708	\$ 2,788,163	\$ (245,455)	-9%	6	\$ 2,542,708	\$ 2,538,896	\$ 3,812	0%
3300 - Bus Operators	\$ 1,017,124	\$ 1,153,644	\$ (136,520)	-12%	\$ 12,724,792	\$ 13,846,705	\$ (1,121,913)	-8%	7	\$ 12,724,792	\$ 12,019,294	\$ 705,498	6%
4100 - Fleet Maintenance	\$ 708,680	\$ 750,650	\$ (41,970)	-6%	\$ 7,955,173	\$ 8,989,789	\$ (1,034,616)	-12%	8	\$ 7,955,173	\$ 7,307,193	\$ 647,980	9%
9001 - Cobra Benefits	\$ (794)	\$ -	\$ (794)	0%	\$ (6,602)	\$ -	\$ (6,602)	0%		\$ (6,602)	\$ 1,289	\$ (7,891)	-612%
9005 - Retired Employee Benefits	\$ 129,959	\$ 144,500	\$ (14,541)	-10%	\$ 1,496,060	\$ 1,734,000	\$ (237,940)	-14%	9	\$ 1,496,060	\$ 1,358,022	\$ 138,038	10%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ 51,452	\$ -	\$ 51,452	0%		\$ 51,452	\$ -	\$ 51,452	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%	\$ 6,334	\$ -	\$ 6,334	0%		\$ 6,334	\$ -	\$ 6,334	0%
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%		\$ (575)	\$ -	\$ (575)	0%
Total Operating Expenses	\$ 3,195,674	\$ 3,233,134	\$ (37,460)	-1%	\$ 34,929,632	\$ 38,848,059	\$ (3,918,427)	-10%		\$ 34,929,632	\$ 32,557,611	\$ 2,372,021	7%

** does not include depreciation

Year to Date Notes:

- 1) **Administration** is under budget for the year due to annual APTA dues paid for in FY07 and a web site redesign being moved to FY09.
- 2) **Customer Service** is under budget for the year due to less than anticipated worker's compensation expense and graphics expense.
- 3) **Risk Management** is under budget for the year due to less than budgeted settlement costs paid for the year.
- 4) **Facilities Maint** is under budget for the year due not being at full complement coupled with higher than anticipated materials and supplies expense.
- 5) **Paratransit Program** is under budget for the year due to not beng at full complement coupled with higher than anticipated purchased transportation expense.
- 6) **Operations** is under budget for the year due to not being at full complement and security expense.
- 7) **Bus Operators** is under budget for the year due to not being at full complement.
- 8) **Fleet** is under budget for the year due to not being at full complement in addition to the CNG conversion and the resulting economies in fuel consumption.
- 9) **Retired Employee Benefits** is under budget for the year due to less than anticipated increased medical premiums.

9.99

FY2008
CAPITAL BUDGET
For the month ending - June 30, 2008

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>Grant-Funded Projects</u>				
MetroBase	\$ 7,401,274	\$ 10,300,000	\$ 2,898,726	72%
Purchase 1217 River Street	\$ 1,240,554	\$ 1,237,500	\$ (3,054)	100%
Purchase 1211 River Street	\$ 779,362	\$ 775,000	\$ (4,362)	101%
CNG Bus Conversions (40 Buses)	\$ 4,765,644	\$ 6,800,000	\$ 2,034,356	70%
Local Bus Replacement (8)	\$ -	\$ 3,400,000	\$ 3,400,000	0%
Pacific Station Project	\$ 25,148	\$ 2,729,494	\$ 2,704,346	1%
H17 Bus Replacement (5)	\$ -	\$ 2,262,000	\$ 2,262,000	0%
Hwy 17 Wireless (Air District)	\$ 44,800	\$ 42,500	\$ (2,300)	105%
Transmission	\$ 12,365	\$ 15,000	\$ 2,635	82%
Subtotal Grant Funded Projects	\$ 14,269,148	\$ 27,561,494	\$ 13,292,346	52%

District Funded Projects

IT Projects

ATP - Hastus Run Time Analysis Program - IT/OPS	\$ 18,979	\$ 37,959	\$ 18,980	50%
Qqest Time Clocks	\$ 8,014	\$ 8,014	\$ -	100%
ABS Financial System & Modules	\$ 10,877	\$ 8,000	\$ (2,877)	136%
2nd T1 Connection - ParaCruz	\$ 5,378	\$ 8,677	\$ 3,299	62%
ABS Laser Printer & Software for Checks	\$ 2,940	\$ 6,550	\$ 3,610	45%
Laptops (2) Fleet & Finance	\$ 4,598	\$ 4,000	\$ (598)	115%
FAS - Fixed Asset Mgmt. Software	\$ 3,191	\$ 4,000	\$ 809	80%
Web Access Control Appliance	\$ 3,275	\$ 3,000	\$ (275)	109%
Printer - Ops	\$ 1,665	\$ 1,800	\$ 135	93%

Facilities Repair & Improvements

Bus Stop Improvements (20 total)	\$ 10,000	\$ 154,151	\$ 144,151	6%
Bus Stop Improvements (China Grade Turnout) **	\$ 112,551	\$ 121,000	\$ 8,449	93%
Bus Shelters - LNI	\$ 42,371	\$ 43,034	\$ 663	98%
2-way Radio & Telephone Recording System (Exacom System)	\$ 19,890	\$ 25,000	\$ 5,110	80%
Reseal Operations Facility Roof	\$ 23,963	\$ 25,600	\$ 1,637	94%
ParaCruz Vehicle Hoist	\$ 13,020	\$ 17,500	\$ 4,480	74%
Replace HVAC at ParaCruz Facility	\$ 24,655	\$ 24,600	\$ (55)	100%
Repair Parking Lots (Greyhound, Soquel Park & Ride)	\$ 2,500	\$ 2,500	\$ -	100%
Repair Sidewalks & Bus Lanes (Pacific Station)	\$ 4,480	\$ 4,480	\$ -	100%
Cubicle Walls (ParaCruz)	\$ 11,531	\$ 10,000	\$ (1,531)	115%
Digital ID Card Processing Equip. for Pacific Station	\$ -	\$ 15,000	\$ 15,000	0%

9.910

FY2008
CAPITAL BUDGET
For the month ending - June 30, 2008

	<u>YTD Actual</u>		<u>FY08 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>
Replace Toilets at Pacific Station & (1) Waterless	\$ 4,294	\$	6,100	\$	1,806	70%
Bus Operators Lockers	\$ 4,222	\$	4,800	\$	578	88%
Two-way Radio Portable Radio Hand-paks (4)	\$ 3,803	\$	3,500	\$	(303)	109%
Coin Machine Replacement - Pacific Station	\$ 4,909	\$	4,539	\$	(370)	108%
Money Counting Program - OPS	\$ 2,214	\$	2,481	\$	267	89%
Air Compressor - ParaCruz	\$ 2,983	\$	3,500	\$	517	85%
Rolling Jack - ParaCruz	\$ 3,230	\$	3,500	\$	270	92%
<u>Revenue Vehicle Replacement</u>						
Purchase ParaCruz Vans (3)	\$ 213,755	\$	216,303	\$	2,548	99%
Rebuild Bus Engines (16 remaining) 1998 Fleet	\$ 73,036	\$	168,000	\$	94,964	43%
New John Deere Engines (2)	\$ 76,434	\$	76,435	\$	1	100%
<u>Non-Revenue Vehicle Replacement</u>						
Facility Service Body Truck (2)	\$ 55,099	\$	60,000	\$	4,901	92%
Pickup for Fleet (2)	\$ 33,118	\$	35,000	\$	1,882	95%
Hybrid - Admin	\$ 26,293	\$	30,500	\$	4,207	86%
Supervisor Vehicle	\$ 26,887	\$	29,500	\$	2,613	91%
Shuttle Van	\$ 21,981	\$	27,500	\$	5,519	80%
ParaCruz Staff Car	\$ 25,601	\$	20,000	\$	(5,601)	128%
<u>Maint Equipment</u>						
Replace Repeater - Davenport	\$ -	\$	15,000	\$	15,000	0%
Wire Welder	\$ 1,649	\$	2,039	\$	390	81%
Forklift (Purchased from Casey Printing)	\$ 1,250	\$	1,250	\$	-	100%
<u>Office Equipment</u>						
Ergonomic Desk	\$ 1,966	\$	1,966	\$	-	100%
<u>Admin</u>						
Purchase & Renovation of Vernon Bldg	\$ 4,002,764	\$	6,964,902	\$	2,962,138	57%
<hr/>						
Subtotal District Funded Projects	\$ 4,909,368	\$	8,201,680	\$	3,292,312	60%
<hr/>						
TOTAL CAPITAL PROJECTS	\$ 19,178,515	\$	35,763,174	\$	16,584,659	54%

9.911

FY2008
CAPITAL BUDGET
For the month ending - June 30, 2008

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 2,009,889	\$ 3,798,527	\$ 1,788,638	53%
State/Other Capital Grants	\$ 4,828,292	\$ 12,919,865	\$ 8,091,573	37%
AB 3090	\$ 3,143,274	\$ 6,363,000	\$ 3,219,726	49%
STA Funding (Current Year & Prior Year Deferred)	\$ 4,929,033	\$ 7,087,337	\$ 2,158,304	70%
Alternative Fuel Conversion Fund	\$ -	\$ 462,000	\$ 462,000	0%
Bus Stop Improvement Reserves	\$ -	\$ 100,000	\$ 100,000	0%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 3,823,921	\$ 4,588,338	\$ 764,417	83%
District Reserves (OES)	\$ 444,107	\$ 444,107	\$ -	100%
TOTAL CAPITAL FUNDING	\$ 19,178,516	\$ 35,763,174	\$ 16,584,658	54%

9.912

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SCHEDULE OF RESERVE ACCOUNT
BALANCES
JUNE 30, 2008**

	Board Adopted Minimum Balance	Reason	Balance at 6/30/07	Proposed Addition/ (Withdrawal)	Proposed Balance at 6/30/08	Comments:
Bus Stop Improvement Reserve	\$ 400,000	To provide a dedicated source of funding for ADA improvements at bus stops	\$ 400,000	\$ -	\$ 400,000	
Alternative Fuel Conversion Fund	\$ 2,772,000	Board-approved program of allocating \$462,000 per year for six years to convert buses to CNG	\$ 462,000	\$ -	\$ 462,000	Funds will be used to offset the purchase of 8 Local and 5 Highway 17 Bus replacements in FY09
Capital Funding Reserve	\$ 13,969,000 *	To cover District's share of capital project costs in the District's five year plan, plus MetroBase	\$ 14,250,790	\$ (625,154)	\$ 13,625,636	Project Manager \$111K Budget Transfer \$70K & Capital Spending \$444K
Cash Flow Reserve	\$ 5,225,000	To cover two month's cash flow for fiscal or natural disaster or emergency	\$ 5,225,000	\$ (165,978)	\$ 5,059,022	Retiree Payouts FY08
Workers Compensation Reserve	\$ 3,651,291	Long term portion of workers compensation liability per 6/30/07 audit	\$ 2,142,304	\$ (50,723)	\$ 2,091,581	Reserve 57% funded, and settlements FY08.
Liability Insurance Reserve	\$ 750,000	\$250,000 SIR plus estimated liability on outstanding cases	\$ 750,000	\$ (49,243)	\$ 700,757	Settlements FY08
	\$ 26,767,291					
Carryover from Previous Year	N/A	Excess revenue to support operating expenses in subsequent year	\$ 911,228	\$ 2,039,950	\$ 2,951,178	
Carryover for Sales Tax-Based UTU Wage Adjustment	N/A	Excess sales tax revenue designated for UTU wage adjustment per MOU	\$ 256,137	\$ (256,137)	\$ -	
* Estimate			\$ 24,397,459	\$ 892,715	\$ 25,290,174	

9.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 10, 2008
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: APPOINTMENT OF DIRECTORS TO SANTA CRUZ CIVIC IMPROVEMENT CORPORATION

ACTION REQUESTED AT THE OCTOBER 10, 2008 BOARD MEETING

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors appoint five members to the Santa Cruz Civic Improvement Corporation (SCCIC) Board of Directors, each for a two-year term.

II. SUMMARY OF ISSUES

- The Santa Cruz Civic Improvement Corporation (SCCIC) is an independent non-profit organization established by the Transit District to assist the District in financial transactions.
- The Board of Directors of the Transit District is the appointing authority for the Board of Directors of the SCCIC.
- The two-year terms of the current SCCIC Board members are expiring and appointment of new Directors is required at this time. Current members may be reappointed. While SCCIC Board members are not required to be members of the SCMTD Board, the Board has historically appointed its own Directors to serve on the SCCIC Board.

III. DISCUSSION

The bylaws of the Santa Cruz Civic Improvement Corporation (SCCIC) provide for the Board of Directors of the Santa Cruz Metropolitan Transit District to appoint the Directors to the SCCIC Board. Due to the expiration of the terms of the current Directors, the District Board must now consider the reappointment of current Directors or appointment of new Directors to the SCCIC.

The current members of the SCCIC Board are: Jan Beautz, Michelle Hinkle, Emily Reilly, Mike Rotkin and Pat Spence. While the SCCIC is inactive, Directors are only required to attend the annual meeting of the SCCIC, which falls in October of each year. However, more meetings will be held in the event that the District participates in bond financing as a funding mechanism for major capital projects.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 10, 2008

TO: Board of Directors

FROM: Frank Cheng, MetroBase Project Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH WALD, RUHNKE AND DOST ARCHITECTS, LLP FOR ARCHITECT AND ENGINEERING SERVICES FOR THE REMODEL OF THE BUILDING LOCATED AT 110 VERNON STREET

ACTION REQUESTED AT THE OCTOBER 10, 2008 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Wald, Ruhnke and Dost Architects, LLP for architect and engineering services for the remodel of the building located at 110 Vernon Street.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Six firms submitted proposals for the District's review.
- A four-member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with Wald, Ruhnke and Dost Architects, LLP for architect and engineering services for the remodel of the building located at 110 Vernon Street.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District issued a Request for Proposal (RFP) to select a firm to perform architectural and engineering services in connection with the design and remodel construction of the future Administration building located at 110 Vernon Street, Santa Cruz. The services will include reviewing and analyzing the existing building, and preliminary design documents for applicability to the current project. The services will also entail developing final construction documents and bidding documents as well as assistance in evaluating bids, construction oversight, testing, administration, and record drawings.

On June 23, 2008 District Request for Proposal No. 08-28 was mailed to over seventy firms, was legally advertised, and a notice was posted on the District's web site. On August 25, 2008,

proposals were received and opened from six firms. These firms are listed in Attachment A. A four-member evaluation committee comprised of District Staff (Leslie White, Margaret Gallagher, Frank Cheng and Lloyd Longnecker) have reviewed and evaluated the proposals.

The evaluation committee used the following criteria as contained in the Request for Proposals:

Criteria	Possible Points
General Quality and Responsiveness of Proposal	15
Statement of Qualifications, Experience and Organizational Relationships	35
Work Plan and Technical Approach	50
Total Points Possible	100

A short list was established and four of the firms were invited to an interview conducted by the evaluation committee. The evaluation committee then selected the highest ranked firm and opened their separately sealed cost proposal. A meeting with the selected firm was conducted to further negotiate the cost of the submitted proposal. A final contract amount was agreed to by all parties for the requirements and responsibilities needed for this project.

The evaluation committee is recommending that the Board of Directors authorize the General Manager to execute a contract with Wald, Ruhnke and Dost Architects, LLP for architect and engineering services for the remodel of the building located at 110 Vernon Street for an amount not to exceed \$213,000 that includes \$4,000 in printing expenses. Contractor will provide all services meeting District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Budget.

V. ATTACHMENTS

- Attachment A:** List of Firms Submitting a Proposal
Attachment B: Contract with Wald, Ruhnke and Dost Architects, LLP
Attachment C: Letter from Wald, Ruhnke & Dost dated October 3, 2008

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.scmtd.com

**LIST OF FIRMS THAT SUBMITTED A PROPOSAL
IN RESPONSE TO METRO RFP NO. 08-28 FOR
ARCHITECT AND ENGINEERING SERVICES FOR
110 VERNON STREET, SANTA CRUZ**

1. Stevens and Associates of San Francisco, CA
2. Wald Ruhnke & Dost Architects of Santa Cruz, CA
3. Daniel Matthew Silvernail Architect of Soquel, CA
4. VBN Corporation of Oakland, CA
5. Christina Perez Architect of Hollister, CA
6. Hafsa Burt & Associates of Castro Valley, CA

**CONTRACT FOR ARCHITECT AND ENGINEERING SERVICES FOR
FOR 110 VERNON STREET, SANTA CRUZ (08-28)**

THIS CONTRACT is made effective on October 13, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and WALD RUHNKE AND DOST LLP ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Architect & Engineering Services for 110 Vernon Street, Santa Cruz

District has the need for Architect & Engineering Services for 110 Vernon Street, Santa Cruz. In order to obtain these services, the District issued a Request for Proposals, dated June 23, 2008, 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 Architect & Engineering Services for 110 Vernon Street, Santa Cruz and whose principal place of business is 701 Mission Street, Santa Cruz, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architect & Engineering Services for 110 Vernon Street, Santa Cruz, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On October 10, 2008, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Architect & Engineering Services for 110 Vernon Street, Santa Cruz described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated June 23, 2008

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

Contractor's Proposal to the District for Architect & Engineering Services for 110 Vernon Street, Santa Cruz, signed by Contractor and dated July 24, 2008.

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". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "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 District for this project in accordance with the Request for Proposals issued June 23, 2008.

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 June 23, 2008.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. This contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed

for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$213,000 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 the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Wald Ruhnke and Dost, LLP
701 Mission Street
Santa Cruz CA 95060
Attention: Ron Sessions

7. AUTHORITY

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

Signed on _____

DISTRICT -- SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – WALD RUHNKE AND DOST, LLP

By _____
Henry F. Ruhke
Principal

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

**For Architect and Engineering Services for
110 Vernon Street, Santa Cruz**

District RFP No. 08-28

Date Issued: June 23, 2008

Proposal Deadline: 5:00 P.M., July 24, 2008



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	Conceptual Site Plan for 110 Vernon Street

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

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

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

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

PART II

GENERAL INFORMATION FORM

**ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET,
SANTA CRUZ, METRO RFP NO. 08-28**

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

Legal Name of Firm Date

Firm's Address

Telephone Number FAX Number

Type of Organization (Partnership, Corporation, etc.) Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

Signature of Authorized Principal

Name of Principal-in-Charge and Title

Name of Project Manager and Title

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

Addresses Where Correspondence Should Be Sent

Areas of Responsibility of Prime Contractor

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

**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 _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

(Detach from proposal if DBE information is not submitted with

- * 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
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
PARTICIPATION

\$ _____ %

PART III

SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ

1. PROJECT OVERVIEW

1.1 Background

The Santa Cruz Metropolitan Transit District is issuing this Request for Proposal (RFP) to select a firm to perform architectural and engineering (A&E) services in connection with the design and remodel construction of the building located at 110 Vernon Street in the city of Santa Cruz, California. The services will include reviewing and analyzing the existing building, and preliminary design documents for applicability to the current project. The services will also entail developing final construction documents and bidding documents as well as assistance in evaluating bids, construction oversight, testing, administration, and record drawings.

The Santa Cruz Metropolitan Transit District ("District") is the sole public transit operator in Santa Cruz County. It has a fleet of 110 buses and operates 40 routes. Its service area is the entire county, an area of 441 square miles, with a population of 249,666 (according to 2005 estimates by the State Department of Finance.) The District was formed in 1968 and is a political subdivision of the State of California.

Due to the District's recent purchase of the building and property located at 110 Vernon Street in the city of Santa Cruz, it has determined that it is necessary and appropriate to re-model the existing building to meet ADA requirements and provide offices, conference rooms, and other site modifications to become the new location of the District's Administration, Finance, Human Resources, Legal, Planning, Information Technology and Facilities Maintenance departments.

A pre-proposal meeting is scheduled for July 1, 2008, 1:00 p.m. at the District's Fleet Maintenance Office located at 110 Vernon Street, Suite B, Santa Cruz, CA. All interested firms are encouraged to attend.

1.2 Definitions

As used in this Request for Proposal:

- 1.2.1 **Contract.** The term "Contract" means the agreement to be entered into by the Santa Cruz Metropolitan Transit District and the successful proposer for the scope of services described in this RFP.
- 1.2.2 **Contracting Officer.** The District's Contracting Officer for supervision, direction, control, and approval of the work of the Contractor shall be its General Manager or his designee(s). The Contracting Officer or his designated representative(s) shall be responsible for such coordination as is required of the work performed by the Contractor. Whenever the term "Contracting Officer" is used herein, it shall also mean the designate(s) thereof; provided, however, that such authority shall have been designated by the Contracting Officer in writing, and a copy thereof forwarded to the Contractor.
- 1.2.3 **Contractor (includes A/E Consultant, A/E Firm, Consultant).** The term "Contractor" means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the scope of services specified in this RFP.
- 1.2.4 **MetroBase.** Refers to the MetroBase Project for the Santa Cruz Metropolitan Transit District. This project involves the construction of facilities to house the Maintenance and

Operations functions.

- 1.2.5 Days. The term “days” means business days recognized by the District.
- 1.2.6 Facility. The term “Facility” means the MetroBase.
- 1.2.7 Federal Transit Administration (FTA). The term “Federal Transit Administration” or “FTA” means the Federal Transit Administration of the United States Department of Transportation or its successor entity.
- 1.2.8 SCMID (includes District, MEIRO). The term “SCMID” means the Santa Cruz Metropolitan Transit District.
- 1.2.9 Interested Party. The term “interested party” means any person (1) who is an actual or prospective proposer in the procurement involved; and (2) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.
- 1.2.10 Prospective Proposer. The term “prospective proposer” shall refer to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the pre-proposal meeting and registers as an attendee; or (3) registers with SCMTD as a prospective proposer.
- 1.2.11 RFP. The term “RFP” means this Request for Proposals.
- 1.2.12 Solicitation. The term “solicitation” means an Invitation to Bid, Request for Proposals or other form of document used to procure services.

1.3 Schedule of Events

Event	Date
Request for Proposals (RFP) issue date	June 23, 2008
Pre-Proposal Conference, 110 Vernon St. Ste B, Santa Cruz, CA	July 1, 2008, 1:00 pm
Deadline for receipt of written questions and requests for addenda	July 8, 2008
SCMID responses and/or addenda issued	July 14, 2008
Proposals due	July 24, 2008, 5:00 pm
SCMID Reviews Proposals	July 25, 2008
Notify short listed firms	July 25, 2008
Interview short listed firms	July 26 th – July 29 th
Select highest rated proposer and negotiate contract	July 30, 2008
Board Approval of Contract and notice to proceed	August 8, 2008
Contracts and Notice to Proceed	August 15, 2008
Drawings and Construction Specifications for District’s Formal Bidding Procedure	October 1, 2008

1.4 Project Organization

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

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

E. Project Duration

The District estimates that the consultant will provide these services projected to begin on August 15, 2008, and prepare plans and specifications for construction bidding delivered to District on October 1, 2008

2.0. SCOPE OF SERVICES

2.1 General

The Santa Cruz Metropolitan Transit District is requesting proposals for architectural and engineering services for the remodeled design and construction of modification to the building located at 110 Vernon Street in the city of Santa Cruz.

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

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

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

In addition to approvals by local jurisdictions, the A/E Consultant shall make presentations to and

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

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

2.2 Design Process

2.2.1 The conceptual site plan shown in Attachment A, was designed using the physical location of the sites, and should be refined and redesigned through the current design process to fit the actual physical location and needs of the Santa Cruz Metropolitan Transit District.

2.2.2 The design process shall include the following:

2.2.2.1 Meet with SCMTD staff, District Advisory Committees, public groups and employee committees to discuss all aspects of the project including project schedule, design alternatives, preliminary budget and cost estimates and construction alternates

2.2.2.2 Provide cost estimates at each phase of the design process

2.2.2.3 Prepare the site survey, geotechnical soils report, hydrological studies, and other reports and surveys necessary for the project design and as might be required by local jurisdictions.

2.2.2.4 Conduct peer review session(s) with SCMTD and other transit agencies, as arranged by SCMTD, to review the project design, scope and cost estimate. Address any issues that may arise from this session.

2.2.2.5 Prepare design within a fixed agreed upon construction contract award price. If that price should be exceeded consultant will redesign and assist the District in re-bidding to reduce the project cost to within budget at no additional cost to the District.

2.3 Services Provided By SCMTD

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

2.4 District Project Manager

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

3. PROJECT ORGANIZATION

3.1 Contractor's Responsibilities

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

4. SPECIAL INSTRUCTIONS TO OFFERORS

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

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

Note: Submit your response to Item 4.6 below (Cost Proposal) in a separate, sealed envelope.

4.1.1 Completed copy of General Information Form (See Part II).

4.1.2 Completed copy of Federal Standard Form 254.

4.1.3 General Qualifications

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

4.1.4.1 Type of service(s) your firm, as prime Consultant is particularly qualified to perform. Generally describe the scope of service provided by your firm without the use of outside consultants.

4.1.4.2 Type of services your proposed Sub consultants are particularly qualified to perform.

4.1.4.3 The prime Consultant's current permanent staff size and how the size has varied in the last five years.

4.1.5 Project Qualifications

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

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

4.1.5.2 The project cost and the percentage of work for which your firm was responsible.

4.1.5.3 The period over which the work was completed.

4.1.5.4 Your firm's adherence to the schedule, budget and cost estimate for each project.

4.1.5.5 The name, title and phone number of the clients to be contacted for references

4.1.5.6 A description of projects where energy efficiency or the use of alternative energy savings other than electricity and/or natural gas were featured and

successfully implements

- 4.1.5.7 A description of projects where phased construction was required due to time and/or property limitations.
- 4.1.5.8 A description of the firm's capability to adapt and reuse existing facilities.
- 4.1.5.9 A description of projects where construction activities and owner operations occurred simultaneously on a common site.
- 4.1.5.10 A record of all professional liability (errors and omissions) or other claims beginning in 2000 to present including specific data as to responsibility, relationship to claimant, and ultimate disposition of the claim along with specific references with telephone numbers of persons/organizations having direct knowledge of the claims.

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

4.2 Project Understanding

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

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

4.3 Technical Approach

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

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

4.4 Project Staffing

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

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

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

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

- 1) An organizational chart depicting reporting relationships
- 2) A description of the specific responsibilities to be assigned to each individual.

- 3) A matrix showing estimated percentage of total work hours to be assigned to each individual for the disciplines.

4.5 Time of Commencement and Completion of Project

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

4.6 Cost for Services

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

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

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

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

NOTE: SUBMIT COST PROPOSAL (ITEM 4.6) IN A SEPARATE, SEALED ENVELOPE MARKED WITH THE NAME OF YOUR FIRM, THE TITLE OF THE RFP, THE DATE, AND THE WORDS "COST PROPOSAL FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES, RFP No. 08-28."

- 4.6.6 Other Information (optional)

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

4.7 Proposal Submittal

Proposals and eight copies must be received no later than 5:00 p.m. on July 24, 2008 at the Purchasing Office, 110 Vernon Street, Santa Cruz, CA 95060. Proposals must be clearly marked:

"Proposal to Provide Architectural & Engineering Services for MetroBase (Proposal Due Date: July 24, 2008)"

4.8 Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposal may be

withdrawn or modified by written request of the offeror. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to offerors by the Purchasing Department are authorized and binding.

4.9 Rejection of Proposals

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

5. EVALUATION CRITERIA AND SELECTION OF SUCCESSFUL OFFEROR

5.1 Proposal Evaluation Criteria:

It will be recommended that a contract be negotiated with the proposer judged to be most outstanding in meeting the overall objectives of the RFP while providing the best value to SCMTD. Pricing will not be considered during the evaluation of proposals as per the Brooks Act as defined in 40 U.S.C. §541.

Evaluation of the proposals will consist of the factors specified below:

1 "Pass/Fail" Evaluation

Initially, a "pass/fail" evaluation will be made of the proposal to determine compliance with the provisions of the RFP. Failure in any one of the "pass/fail" criteria shall be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be solely at the discretion of SCMTD if it is determined to be in SCMTD's best interests. These criteria shall include the following:

- (a) Delivery of one unbound original and eight bound copies of the proposal, totaling 50 pages or less on or before the appointed hour. The 50 page limitation refers to 50 single sided pages, 25 double sided pages or any combination thereof.
- (b) Inclusion of a statement of proprietorship and financial stability.
- (c) Inclusion of a statement concerning the acceptance of terms and conditions of the RFP and all required certifications completed and signed.
- (d) Documented capability and history as a full-service A/E firm. (This is only a requirement that the documentation be submitted and not an evaluation of the documentation.)

2. Cumulative Score Rating Evaluation

Those proposals that pass the requirements of section 5.1 above will then be rated according to the following criteria on the basis of an assigned-point system.

- (a) General Quality and Responsiveness of Proposal Total Possible: **15 points**

Completeness and thoroughness of the proposal will be evaluated on the following factors:

- (1) Recognition of overall concept and objectives.
 - (2) Responsiveness to requirements, terms, and conditions.
- (b) Statement of Qualifications, Experience and Organizational Relationships. Total Points Possible: **35 points**
- (1) Experience in the planning, programming, design and construction of public buildings similar in size and scope of the proposed project, including energy efficient designs and/or alternative energy designs.
 - (2) History of professional liability claims
 - (3) Clarity and logic of the proposed organizational framework.
 - (i) Experience of the proposed project team members including, education, experience and past experience working as a team
 - (ii) Experience and qualifications of the project director which will ensure project coordination through completion of the Scope of Work objectives.
 - (4) Proposer's commitment to provide the proposed scope of A/E and sub consultant services from a local office.
 - (5) Impact of the proposer's current workload on the capability/commitment of the A/E to accomplish the required service.
- (c) Work Plan and Technical Approach Total Point Possible: **50 points**
- (1) Design production plan/project schedule shows specific tasks, milestones, and deliverables by the A/E and sub consultants and including submission of completed Production Design Documents and Construction Documents.
 - (2) Quality, detail, logic and proposed levels of effort indicated in the staffing histogram
 - (3) Sufficiency of management mechanism/techniques to facilitate the delivery of planning, programming, design and construction administrative services
 - (4) Technical capability, approach participating in Value Engineering and life cycle cost analysis.
 - (5) Clear understanding and methodology for applying Quality Assurance/Quality Control (QA/QC) procedures and techniques throughout the design process, including interdisciplinary coordination and sufficiency of level of effort allocated to QA/QC activities.
 - (6) Clear understanding of the limitations facing this project as they relate to property, phasing, and scheduling.
 - (7) Sufficiency of computer aided design (CAD) capabilities and systems; and a mechanism for optimizing the use of CAD throughout the design and construction process.

5.2 Selection

- 5.2.1 SCMTD reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals.
- 5.2.2 Proposals will be evaluated to develop a short list of qualified proposers.
- 5.2.3 SCMTD will invite the short-listed proposers to make an oral presentation to the Evaluation Committee.
- 5.2.4 The highest-rated proposer, after oral presentations, will be invited to negotiate the final scope of work, schedule and fees with SCMTD.
- 5.2.5 If negotiations with the highest rated proposal are not successful, SCMTD reserves the right to negotiate with the next best-qualified proposer.
- 5.2.6 The recommendation for contract award will be made by the Evaluation Committee on the basis of qualifications, demonstrated competence, and technical response to the RFP.
- 5.2.7 Final contract award will be made by the SCMTD Board of Directors and will be binding only after the execution award the of contract

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

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

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.02 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5 PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7 INSURANCE

7.01 General

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

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with District 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 DOI-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 District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

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 the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

A. Prompt Payment of Withheld Funds to Subcontractors

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

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

12 RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on District premises or in a District vehicle.

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR ARCHITECT AND ENGINEERING SERVICES FOR FOR 110 VERNON STREET, SANTA CRUZ (08-28)

THIS CONTRACT is made effective on _____, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor")

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Architect & Engineering Services for 110 Vernon Street, Santa Cruz

District has the need for Architect & Engineering Services for 110 Vernon Street, Santa Cruz. In order to obtain these services, the District issued a Request for Proposals, dated June 23, 2008, 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 Architect & Engineering Services for 110 Vernon Street, Santa Cruz and whose principal place of business is _____ Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Architect & Engineering Services for 110 Vernon Street, Santa Cruz, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Architect & Engineering Services for 110 Vernon Street, Santa Cruz described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated June 23, 2008

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

Contractor's Proposal to the District for Architect & Engineering Services for 110 Vernon Street, Santa Cruz, signed by Contractor and dated July 24, 2008.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued June 23, 2008.

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 June 23, 2008.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District. This contract agreement may be extended upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's

written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6 NOTICES

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

DISTRICT

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

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOI or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 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

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FIA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub-contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

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

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

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

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

Protests relating to the content of this Request for Proposal (RFP) package must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

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

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

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

**For Architect and Engineering Services for
110 Vernon Street, Santa Cruz**

District RFP No. 08-28

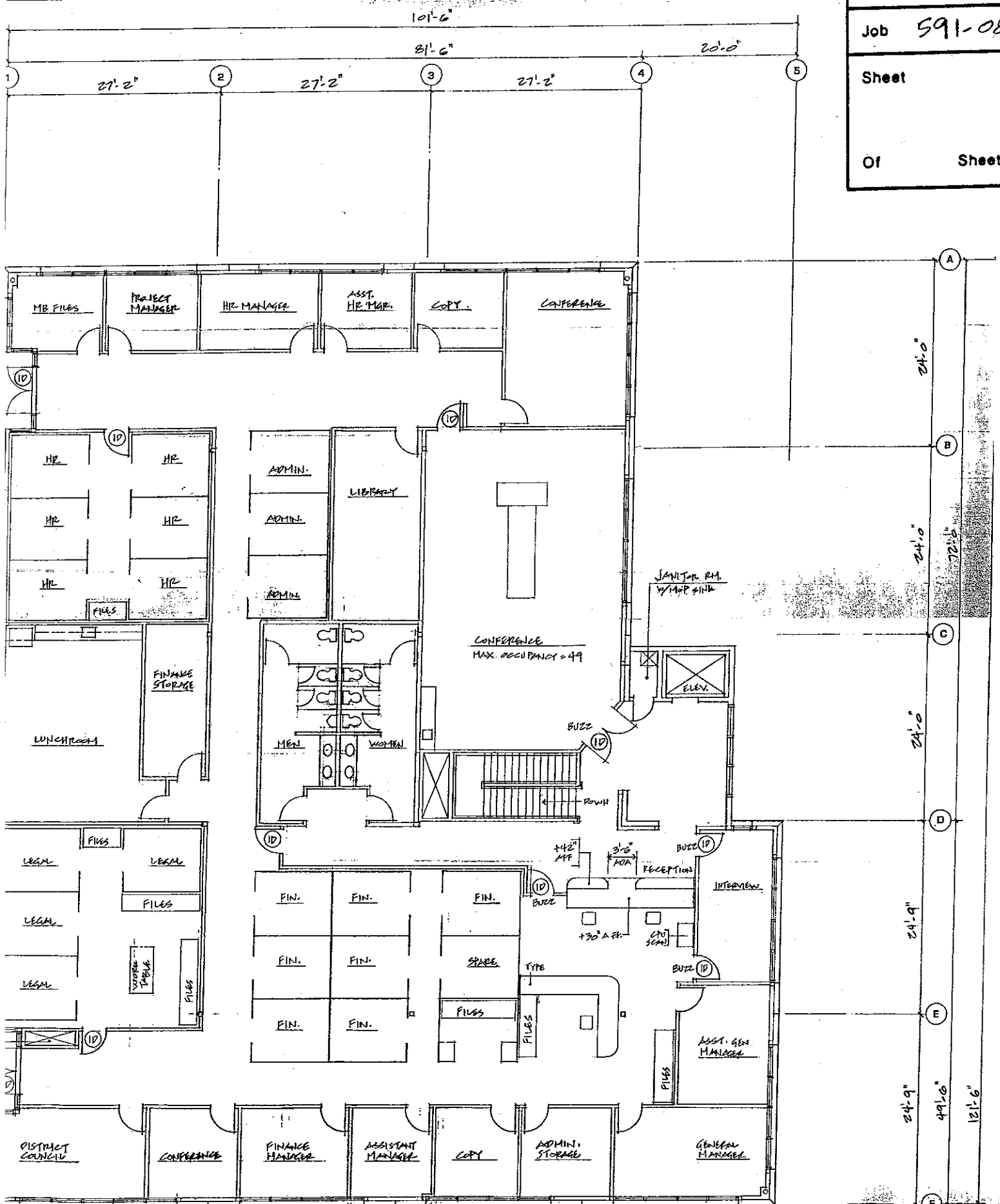
ATTACHMENT A

**CONCEPTUAL SITE PLAN FOR
110 VERNON STREET, SANTA CRUZ**



TOP FLOOR

Date	5/8/08
Scale	1/8" = 1'-0"
Drawn	DL
Job	S91-08A
Sheet	
Of	Sheets



BOTTOM FLOOR

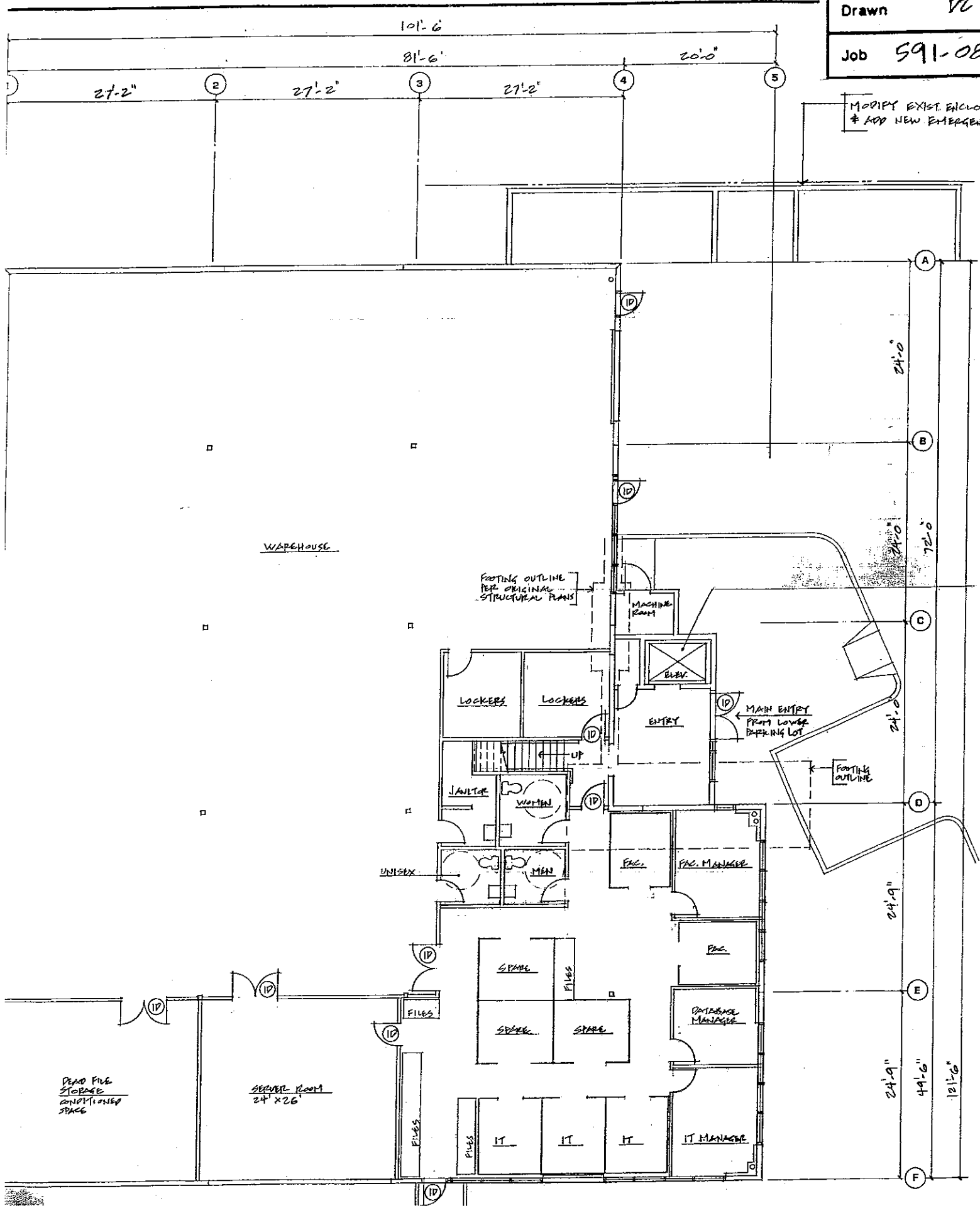
Date 5/8/08

Scale 1/8" = 1'-0"

Drawn *W*

Job 591-08A

MODIFY EXIST. ENCL
ADD NEW EMERGEN



*Santa Cruz Metropolitan
Transit District*



ADDENDUM NO. 1

Date of Issue: July 14, 2008

**Request for Proposal (RFP) No. 08-28
For Architect and Engineering Services for 110 Vernon Street, Santa Cruz**

NEW PROPOSAL DUE DATE: August 25, 2008 @ 5:00 PM, PST

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. 08-28 for Architect and Engineering Services for 110 Vernon Street, Santa Cruz. 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 110 Vernon Street, Suite B, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 469-1958 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: 1 page -plus Attachments

- Attachment A: The minutes of the pre-proposal meeting conducted on July 1, 2008 with the list of attendees.
- Attachment B: The current Proposal holder's list.

2. CHANGES TO RFP TERMS AND CONDITIONS:

NONE AT THIS TIME

3. BIDDERS REQUESTS FOR CLARIFICATIONS:

Answers to several questions submitted will be provided in Addendum No. 2 which scheduled for release on August 1, 2008.

4. ADDITIONAL INFORMATION:

The purpose of this addendum is to extend the due date to August 25, 2008 at 5:00 P.M.

METRO will respond to written questions that have been submitted in Addendum No. 2 which shall be issued on August 1, 2008.

Lloyd Longnecker
Purchasing Agent

END OF ADDENDUM NO. 1

ATTACHMENT A

Minutes - RFP No. 08-28 A & E Services for Vernon Building Pre-Proposal Meeting July 1, 2008

A Pre-Proposal meeting for RFP No. 08-28 for Architect and Engineering Services for 110 Vernon Street, Santa Cruz, was held at the District's Purchasing Office Conference Room located at 110B Vernon Street in Santa Cruz, on Tuesday, July 1, 2008 at 1:00 p.m.

1. CALL TO ORDER

Lloyd Longnecker called the meeting to order at 1:05 p.m.

PRESENT

Les White, SCMTD General Manager

Tom Cassera, Bowman and Williams

Lloyd Longnecker, SCMTD Purchasing Agent

David Smith, Central Pacific Engineering, Inc.

Tom Stickel, SCMTD Maintenance Manager

Eric Easter, ET Easter, Inc.

Denise Youmans, VBN Architects

Dennis Furia, Biggs Cardosa Associates

Lloyd Longnecker: Welcome everyone. This is the pre-proposal meeting for architect and engineering services for the re-model this building. Les White will provide an overview of what they're planning to do with this building

Les White: The Transit District has never owned its own administrative and facilities maintenance building since its inception in 1968. It has leased various locations around the City of Santa Cruz. One of the things we've wanted to do as part of this multi phase construction project that ultimately will have full operating facilities including the operation facilities down on River Street that have more construction yet to come. The service building that just opened. The Maintenance Building is behind this building across the street on Vernon. This building which will be the last piece of that will comprise of a campus for the District's operations for future years and eliminate a lot of lease costs that we currently had for a long time.

This particular building will house the Administrative functions and the Facilities Maintenance functions that are currently housed at 370 Encinal Street over by Plantronics. The upper story of this building will be all Administrative offices. The plans show that a portion of lower area will be Facilities Maintenance offices and partially Information Technology offices. There are modifications to the building that will be necessary to accommodate both the upper and lower functions. Probably the major two pieces are the construction and addition of an elevator on the River Street side of the facility so that the 2nd story is fully accessible.

Reconfiguration of the internal layout of the building, which I don't think is all that daunting, but then on the lower level the installation of a supplemental HVAC system for the computer server room and computer support rooms that are down on that level. The other portion of the 1st floor will be shop area and storage area and warehouse area for Facilities Maintenance department at METRO. We purchased this building a year ago this August. We have been leasing a portion of this building for three years. Prior to METRO being here it housed United Spa Distributorship and Santa Cruz Printery, which is owned by a company out of King City. The hope is to reconfigure this building, so that we can move out of the building that we are leasing over on Encinal and move into here and get out from under penalties plus Plantronics wants the space that we are leasing a lot. The sooner we are out, the happier they are too. They had leased the rest of the building we are in plus the building next door to it plus they own everything across the street. The construction project ball park estimate is about \$2.5 million dollars and

ATTACHMENT A

the estimate again it's a ball park estimate for engineering and design services to put together the specifications for reconstruction is approximately \$200,000.00 and again those are ball park estimates.

Speaker 2: I'm sorry could you repeat the construction costs please.

Les White: Construction estimate I think is that we budgeted was \$2.5 million. A part of this for example this area we want to preserve as much, we did the tenant improvements in here. So as much for example this room and the row of offices down this wall we want to preserve that. We want to preserve as much as this part of it as we can. The rest of the building probably mostly will be pretty much gutted out and re do it, but we're hopeful that we can at least recapture some of the value of the investment on the TI's here.

Lloyd Longnecker: Just a little note the minutes of this meeting will be included in the first addendum, which we'll be sending out. I have copies of the printed proposal here on the table. A lot of folks have requested electronic copies, which I believe I've sent to most of you represented here. We might as well since unfortunately you've missed the over view, but you'll get an idea if you want to stick around for the tour of the facility we'll give you a little more of that.

Lloyd Longnecker: So I'll go ahead and just kind of review some of the critical dates for us. Obviously the deadline for any questions that you may have will be July 8th, one week from today and we will respond by the 14th via written addendum which will include the minutes of this meeting. Proposals are due on the 24th of July and we will be doing review and evaluation between the 25th and the 29th. Hopefully making a selection and and negotiating a contract on the 30th with the Board approving the contract on August 8th. Hopefully between the 8th and the 15th we'll have contracts returned and signed and ready to go. So on the 15th we have Notice to Proceed and get the project completed before Oct. 12. On Oct. 1, I believe we need the documents to send out to bid for construction. That's basically our schedule. Had a little discussion with Les just before the meeting, we used the same boilerplate that was used for MetroBase and there are a couple of things that don't apply to this project. The first addendum is going to be striking out quite a few things off of the scope of services.

Speaker 1: No advisory committee meetings, no public presentations, no Board presentations.

Speaker 2: Program planning portion is mentioned in the boilerplates stuff. This is the program.

Les White: Yes it is.

Speaker 2: We don't have to go through a preliminary design program is what you're saying.

Les White: Right, Dave Zulim prepared this for us. We went through a preliminary space lay out, space design process and this is the design we would like to work around.

Speaker 3: Is Dave going to do that work for you?

Les White: He's done. This is his product.

Speaker 4: So really you're moving right into construction documents say.

Les White: Right.

Speaker 3: Do you guys have record drawings, electrical structure systems on this building?

Les White: We will answer that question in the addendum. We think Frank might have the original drawings to this building, which will be presented to the successful contractor.

Speaker 3: But if you don't have them.

ATTACHMENT A

Les White: Well I think he does.

Speaker 3: That's a big difference, okay

Les White: I think he does unfortunately he's in Australia right now and he won't be back for three weeks and he's hard to get a hold of, so by e-mail only is what I'm told. We'll try to pose that question to him between now and the 8th when we respond back to you okay.

Speaker 2: When you occupied the building was there seismic analysis done? I mean when you start putting elevators in and things like that. That's going to trigger...I just wonder if it's up to current code or?

Les White: This was built in 92.

Speaker 2: Okay

Les White: The applicable code at that time. No I don't believe there was a seismic analysis done when we moved in.

Lloyd Longnecker: Any more questions?

Speaker 4: In the cost for services portion on section 4.6.5 You make reference to any adjustment to the cost proposal, if any, after a specified date before completion. Could you clarify that? I'm assuming it means your firm has an annual rate increase or something like that.

Speaker 5: Yes when we were looking at the MetroBase construction project ...it's a five-year project.

Speaker 2: Right, so I assume it referred to rate increases.

Speaker 5: Right.

Speaker 6: Yes, primarily.

Speaker 4: Who will be the reviewing agency?

Les White: We're self-permitting.

Speaker 5: Okay, self-permitting. You going to send it out to a plan checker?

Speaker 6: Yes

Les White: Yes that's covered in here too. That does talk about the city of Santa Cruz unintelligible.

Speaker 5: We use them to plan check for us, but we do actually self-permit and they do that under contract for us.

Speaker 4: Okay, so, but they'll be the reviewing agency unintelligible city of..

Les White: I think we'll use them. Yea, that's whom we've used on all of our other construction projects.

Speaker 2: And you have any preferences about which portions of the building are done first for instance if you did the bottom first then the Facilities Maintenance people could move in and you'd be out of the lease faster.

Speaker 4: Are you guys going to inhabit the building during construction?

Les White: No. We will leave the building empty.

ATTACHMENT A

Speaker 4: So the intent of the construction will be one complete phase where the contractor will have complete...

Les White: Yes Once we have a good start date for construction then we'll have alternate locations and folks here will vacate this building.

Speaker 3: How will that be part of our scope of work if the relocation is?...

Les White: No we'll do that. We'll do that.

Speaker 2: And this is interior remodel only, nothing with upgrade in the landscaping or parking lot or anything like that?

Les White: I don't think so. To the degree that there is some extra modifications that have to be done to attach the elevator to make it compatible with the rest of the building you would have that, but other than that no. There are also two roll up doors on the far side and those when you look at the plans those come out and that gets back filled in. So to the degree you had to do some kind of exterior treatment to make that blend in that would be, but there's no overall exterior planning beyond just what's necessary to accommodate construction.

Speaker 4: Down here on budget for construction and furnishing you've got \$2.5 million unintelligible. Furnishings can you define what the deal unintelligible desks, chairs, furniture or is it just ...

Les White: Most of that we have, but there are some things that you may need to add in there maybe partitions for office separation if there are additional ones that are needed and so part of this would expect we would provide you with an inventory of what we have and you could assess whether you needed any additional or not. Furniture for the most part we already have, so I think that's meaningless. Other things standard building hardware, water coolers that sort of thing might be built in.

Speaker 6: Plumbing fixtures as well?

Les White: Yea, plumbing fixtures that sort of thing. And I don't think we, do we anticipate doing any shelving in the lower level, new stuff or are we going to move the existing stuff?

Tom Stickel: I was looking to get some other shelving.

Les White: But they wouldn't have to do that. We could do that as a separate add at owner provided.

Tom Stickel : Yea, owner provided.

Les White: So it wouldn't be something you have to be worried about.

Speaker 5: All right.

Speaker 6: In your discussions with the City of Santa Cruz as for the seismic, are they going to require seismic upgrade?

Les White: I don't know. We're going to have that discussion with them.

Speaker 4: Better have as-built drawings. You've got to find them. It will be real tough. You'll save a lot of your money and it will be a lot better spent. As for electrical, mechanical systems.

Speaker 4: The District's intent to reuse light fixtures and

Les White: As much as possible.

ATTACHMENT A

Speaker 4: In other words the priority of lower construction project costs is a higher priority than beautification?

Les White: Not necessarily, not necessarily. If there are fixtures and they're high quality fixtures that are salvageable than obviously you would want to do that, but this is a facility that the District will be in for a long time. So I wouldn't make that statement. I think it's kind of a judgment call. If it's going to be detractive or incompatible with the rest of the building or what's over in this section, no change it out.

Speaker 4: I was trying to get a feel for

Les White: Yea, my guess is that everything in the other two sections of the building will go away. We want to reuse what we have in this building or in this section of the building, but I'm not sure that the rest of the light fixtures that are over there are salvageable and you'll see more of that when you go on a tour of the facility with the two distinctly different vintages.

Speaker 3: They'll provide carpet and that since this is a new section that you recently did will the carpet in that be replaced over here too or would it be...

Les White: No I'm anticipating we can utilize this carpet and we would match what's over there to this.

Speaker 3: These are all carpet squares.

Les: Yeah

Speaker 4: I'm noticing the wood roof overhang is probably a wood frame building maybe steel columns whatever maybe a carpet floor. I'm noticing there's a lot of like damaged dry rot. Are you going to want that all replaced? Have you had a termite and dry rot inspection?

Les White: No

Speaker 4: Are you going to get one?

Les White: We probably should.

Speaker 5: Well we should probably do that. Unintelligible

Speaker 4: About the roof is it leaking?

Les White: No

Speaker 5: I don't think so is it?

Speaker 4: The roof's okay you're not going to want to replace it?

Speaker 5: We did a reseal two years ago.

Les White: Was it two years ago.

Speaker 5: Yeah

Les White: Just before we moved in.

Speaker 5: Yeah

Les White: Well I do know that we want them to do...maybe we should talk about that and put that in the responses, as to whether or not we want them to do a roof evaluation. So we may want to do that.

ATTACHMENT A

Lloyd Longnecker: Are we retaining the windows? I know there has been some talk about replacing with double paned. I'm not sure how far that discussion went.

Les White: I think we want to bid that as an option. They're single now. I think that we would want a bid in a construction option, we would like to bid as an option that would replace the windows with double paned. Whether benefit if we can accommodate we would.

Speaker 2: There was mention in the RFP about alternative energy sources. I assume that was left over from the MetroBase proposal. You're going to keep your electricity.

Les White: Yes I'm sure we will

Les White: But there will have to be an evaluation of the HVAC System for the building.

Speaker 2: And, you couldn't really tell from the plan, but this will remain the main entrance.

Les White: No, the elevator will be the main entrance. The front of the building reverses so that the front of the building is over here where the elevator would go up. Currently the front of the building is over here so we're turning it around.

Speaker 3: That's popped out it'll be new and it will be storage.

Les White: Correct. Any additional questions at this time?

Lloyd Longnecker: It's not mandatory, but if you'd like go walk through the building

Speaker 6: At the end of since I was tardy. I'd like just a little bit of the first information.

Les White: Okay or I can just basically what you missed was that I indicated we had bought this building about a year ago. We have been leasing it for a couple of years...a portion of it for a couple of years. This will replace leased facilities that we have at 370 Encinal. And that the upper area will all be Administration office lay out according to plans. Lower area will be partially office for Facilities Maintenance and for IT including their server room. The rest will be warehouse and shop area for the Facilities Maintenance department. They're the two biggest items that we see in the building other than obviously reconstruction. The addition of an elevator on the front to make the facility accessible and then we positioned it so it actually faces the entrance where it is on River Street. The addition of a separate HVAC system to support the server room and the IT folks at the lower level. So that they have more climate control for that room heat dissipation and so forth. The budget for and again these are ballpark numbers. The budget for services for Design and Engineering is approximately \$200,000.00 construction budget, approximately \$2, 500,000.00 that's approximate.

Speaker 6: And then on this plan I'm looking at I don't see a delineation that tells me this is the new work vs. the existing work and that's really my ignorance of in short review that ...

Les White: What you see here. This rank if you look at that the plans you'd see the... This rank of offices right here. Right below where it says top floor.

Speaker 6: Right.

Les White: That's what's here and stays everything else is re-do. These that are this room, which says conference in the upper right hand corner there. That is where you are. And this rank of offices down the side hopefully light fixtures and carpeting in this area can be recaptured, but beyond that everything else is re-do.

Speaker 6: And downstairs similar?

ATTACHMENT A

Les White: Downstairs 100% re-work.

Speaker 5: Will the demolition be included in our book as a demolition plan?

Les White: Yes.

Speaker 5: Is somebody going to come out verify all the locations of all the existing walls and unintelligible.

Les White: Yes

Speaker 5: All right.

Speaker 3: We may have as built plans we'll know that by.

Les White: Unintelligible Paul what's his last name?

Speaker 4: Start's with an unintelligible. Broughton. Right.

Les White: Broughton and I'm pretty sure when we close the transaction that he had as-builts that he gave to us. We will track that down to make sure. I'm pretty confident we got that unintelligible on the building.

Speaker 6: The as-builts or original construction drawing.

Les White: Not sure, not sure.

Speaker 4: We'll identify what we have.

Les White: I'll check with the city to see. I'm not sure if they keep as-builts on file or not.

Speaker 4: If the newer ones are electronic they will restore them unintelligible.

Les White: Yeah, because the ones we're doing now are submitted by him.

Speaker 4: But the old stuff?

Les White: Probably not.

Speaker 2: Unintelligible

Speaker 3: They check most of it.

Speaker 2: Unintelligible

Speaker 1: You guys have your own standard specification or do you want a CSI format?

Speaker 5: We work well UPA. They have their own specs. You know basically construction specs. We have the message those. How are you guys unintelligible?

Speaker 1: You have your own boilerplate.

Speaker 3: We have a

Speaker 4: Program unintelligible doesn't talk about the technical sections.

ATTACHMENT A

Les White: We typically do not. We took it to have a design firm give us that. We don't have a predetermined standardized construction spec that we use. I know VTA does.

Speaker 3: Unintelligible

Les White: So we've had our design team on other construction provide them. Okay all done

2. ADJOURN

The meeting adjourned at 1:35 p.m.

Respectfully submitted,
Karen Blight
Administrative Assistant

ATTACHMENT B

Proposal Holders List for RFP No. 08-28

*Bowman & Williams
Attn: Jeffery Naess
1011 Cedar Street
Santa Cruz, CA 95060*

*Central Pacific Engineering
David Smith
P.O. Box 130
Capitola, CA 95010*

*Ifland Engineers Inc
Attn: Nada Miljkovic
Live Oak Business Park
5200 Soquel Avenue, Suite 102
Santa Cruz, CA 95062*

*Biggs Cardosa Assoc. Inc.
Dennes J. Furia
1871 The Alameda Ste. 200
San Jose, CA 95126*

*Don Dommer Associates
Attn: Maris Kaplan
1144 65th St. Ste. G
Oakland, CA 94608*

*Gannett Fleming
Shelter Point Business Center
Suite 5220
591 Redwood Highway
Mill Valley, CA 94941-3064*

*VBN Architects
Attn: Denise Youmans, CPSM
560 14th Street
Oakland, CA 94612*

*RNL Design
Monique Villareal
800 Wilshire Blvd, Ste 400
Los Angeles, CA 90017*

*David B Zulim Inc
150 Felker Street # F
Santa Cruz, CA 95060*

*Raj Murthy, P.E.
Principal Project Manager
Hatch Mott MacDonald
3825 Hopyard Road, Ste 240
Pleasanton, CA 94588*

*Heather Cohen
Marketing Coordinator
Interface Engineering
214 Grant Avenue, Suite 450
San Francisco, CA 94108*

*Brenda Nasio
Marketing Manager
Michael Willis Architects
301 Howard Street, Suite 500
San Francisco, CA 94105*

*Heather Choy
RMW Architecture & Interiors
160 Pine Street
San Francisco, CA 94111*

*Dewitt, Robert L PE
Robert L De Witt & Assoc Inc
1607 Ocean Street # 1,
Santa Cruz, CA 95060*

*Eric Easter PE
Eric T Easter & Co
P O Box 7629
Santa Cruz, CA 95061*

*James R. Hargrove Consulting Services
10011 Folsom Blvd., #227
Sacramento, CA 95827-1408*

*Larry Fournier
Rutherford & Chekene
55 Second Street, Suite 600
San Francisco, CA 94105*

*Mogavero Notestine Associates
Attn: Michele Smith
2012 K Street
Sacramento, CA 95811*

*Laura Sottile Rose
Dougherty + Dougherty Architects
2240 Sarah Court
Costa Mesa, CA 92626*

*April Perez
JCA Architects, Inc.
2096 Lincoln Avenue
San Jose, CA 95125*

*Faz Vafaie
SGPA Architecture and Planning
200 Pine Street, Suite 500
San Francisco, CA 94104*

*Schauleh Vivian Sahba
Siegel & Strain Architects
1295 59th Street
Emeryville, CA 94608*

ATTACHMENT B

*Ken Rackow, Marketing
Gelfand Partners Architects
450 Geary Street, Suite 100
San Francisco, CA 94102*

*Alan Garretson
Gutierrez/Associates Architects
1616 Franklin St. #202
Oakland, CA 94612*

*MBH ARCHITECTS
Attn: Joy Bean
2470 Mariners Square Loop
Alameda, California 94501
Jon Holler, Senior Associate*

*Lawrence Group
2399 Blake Street, Suite 100
Denver CO 80205*

*SH Architecture
Attn: Iris Macadangdang
7373 Peak Drive, Suite 250
Las Vegas, Nevada 89128*

*Emily Clithero,
Marketing Coordinator
Cannon Associates
364 Pacific Street
San Luis Obispo, CA 93401*

*Charu Sharma, LEED AP
Project Manager
Stevens & Associates
855 Sansome Street, Suite 200
San Francisco, CA 94111-1532*

*Ron Sessions
WR&D Architects LLP
701 Mission Street
Santa Cruz CA 95060-3614*

*Santa Cruz Metropolitan
Transit District*



ADDENDUM NO. 2

Date of Issue: August 5, 2008

Request for Proposal (RFP) No. 08-28

For Architect and Engineering Services for 110 Vernon Street, Santa Cruz

PROPOSAL DUE DATE: August 25, 2008 @ 5:00 PM, PST

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. 08-28 for Architect and Engineering Services for 110 Vernon Street, Santa Cruz. This Addendum shall become a part of the original RFP as issued by the Santa Cruz Metropolitan Transit District.

Receipt of this Addendum No. 2 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 110 Vernon Street, Suite B, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 469-1958 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. 2:** 8 pages -plus Attachment:
- Attachment C: The current Proposal holder's list.

2. CHANGES TO RFP TERMS AND CONDITIONS:

- 2.1 PART I INSTRUCTIONS TO OFFERORS, Article 3, change number of copies from four to eight as follows:

DELIVERY OF PROPOSALS TO THE DISTRICT: Proposals (1 original and 4 ~~8~~ copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP

- 2.2 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.0 SCOPE OF SERVICES, Item 2.1 General, second paragraph, ~~delete~~ the following:

The architectural and engineering services will include all customary services to plan, design and engineer the remodel construction of an existing building for use by the District's Administration offices. The services shall include programming, preliminary design, final construction documents, provide full construction documents using District's standard contract and related boilerplate, ~~construction inspection, material testing~~, and administration and record drawings. All design disciplines shall be included in this proposal consisting of, but not necessarily limited to, architectural, structural, mechanical, acoustical, heating, ventilation, and air

conditioning (HVAC), electrical, civil, maintenance equipment, telecommunications, process piping, ~~landscape architectural, site surveying, materials testing~~, cost estimating, construction inspection, and ~~geotechnical engineering services~~. The A/E Consultant shall prepare construction documents to include site and off-site improvements including utilities, utility coordination, street improvements, ~~public walkways, parking lots, driveways, curb cuts~~ and exterior lighting

- 2.3 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.0 SCOPE OF SERVICES, Item 2.1 General, fourth paragraph, ~~delete~~ the following:

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

- 2.4 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.0 SCOPE OF SERVICES, Item 2.1 General, fifth paragraph, ~~delete~~ the following:

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

- 2.5 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.2 Design Process, Item 2.2.2.1, ~~delete~~ the following:

Meet with SCMTD staff, ~~District Advisory Committees, public groups and employee committees~~ to discuss all aspects of the project including project schedule, design alternatives, preliminary budget and cost estimates and construction alternates.

- 2.6 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.2 Design Process, Item 2.2.2.3, ~~delete~~ this requirement as follows:

~~Prepare the site survey, geotechnical soils report, hydrological studies, and other reports and surveys necessary for the project design and as might be required by local jurisdictions.~~

- 2.7 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.2 Design Process, Item 2.2.2.4, ~~delete~~ this requirement as follows:

~~Conduct peer review session(s) with SCMTD and other transit agencies, as arranged by SCMTD, to review the project design, scope and cost estimate. Address any issues that may arise from this session.~~

- 2.8 PART III SPECIFICATIONS FOR ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, Article 2.2 Design Process, Item 2.2.2.5, ~~delete~~ this requirement as follows:

~~Prepare design within a fixed agreed upon construction contract award price. If that price should be exceeded consultant will redesign and assist the District in re-bidding to reduce the project cost to within~~

~~*budget at no additional cost to the District*~~

2.9 Part IV general CONDITIONS OF THE CONTRACT, Article 13.07 Attorney's Fees, Delete this term:

~~*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.*~~

3. BIDDERS REQUESTS FOR CLARIFICATIONS:

- 3.1 Question: Part I: Instructions to Offerors, #16 " EXECUTION OF CONTRACT" refers to "all required bonds". Is a BOND required?
Answer: No
- 3.2 Question: Part III: Specifications for A/E services, Article 1.1: Please define the following: Construction oversight, Testing, Administration
Answer: Construction Oversight will require answering requests for information from building contractor, construction manager and METRO.
Testing will be performed by the construction manager.
Administration will be performed by the construction manager.
- 3.3 Question: Is SCMTD going to act as construction manager?
Answer: METRO will hire a construction management firm for this project
- 3.4 Question: Part III: Specifications for A/E services, Article 2.0: Scope of services includes "construction inspection, material testing, and administration" and "geotechnical services". Construction Inspection: This is usually provided by the local agency, in this case, the City of Santa Cruz Building Department A/E professionals can provide "structural observation" per C.B.C Section 1709 for the new elevator pit and any new structural required for any new rooftop HVAC units. Is the City going to provide Construction Inspections?
Answer: Yes
- 3.5 Question: Material Testing: Is this concrete testing for the new concrete required for the new elevator? Is their other material testing SCMTD requiring?
Answer: The Construction manager will perform the required testing.
- 3.6 Question: Administration: As noted above, please define Is SCMTD looking for monthly pay request review and approval, change order review and approval or other reviews?
Answer: Yes, both Architect/Engineering firm and METRO's contracted construction manager will review and approve monthly pay requests, change order requests and other reviews.
- 3.7 Question: Geotechnical services: We assume the geotechnical service is for the new elevator pit Is that correct? Are there any other geotechnical services SCMTD requires?
Answer: As stated in Addendum Item 2.6 above, geotechnical services are not required.
- 3.8 Question Part III: Specifications for A/E services, Article 2.2.2.3: Is SCMTD requiring a new soils report for a new elevator pit?

Answer: Yes, this will be required by the A/E.

3.9 Question: Is SCMTD requiring a hydrological study?

Answer: No

3.10 Question: What other reports or surveys are required?

Answer: Asbestos testing will be done by METRO.

3.11 Question: Is a seismic evaluation required?

Answer: Yes but for elevator only.

3.12 Question: Part III: Specifications for A/E services, Article 3.1: Does SCMTD desire to have the Design Professional's "project manager supervise all activities for the project with ultimate responsibility for written reports and overall project completion"? This requirement would require the Design Professional to be the "Construction Manager"

Answer: This will be the duty of METRO's Construction Manager.

3.13 Question: Part IV: General Conditions to the Contract, Article 6.01 and 6.01.01: What's the dollar amount and time limit regarding the indemnification? Will it match the \$1,000,000 required in Section 7.02 Insurance?

Answer: No dollar amount limit regarding indemnification. METRO would inform Contractor within a reasonable amount of time from METRO's knowledge so that Contractor could take appropriate action to indemnify.

3.14 Question: Part IV: General Conditions to the Contract, Article 7.02(3): Isn't this coverage required for the General Contractor for Construction and not the Design Professionals?

Answer: Yes

3.15 Question: Part IV: General Conditions to the Contract, Article 7.02(4): Is this Per Claim or Annual Aggregate Limit?

Answer: Per Claim

3.16 Question: Part IV: General Conditions to the Contract, Article 7.03(2): Is the Time Limit 3 years? A release on completion of project may be more appropriate. Please define the terms.

Answer: If Contractor's insurance is Claims Made, METRO requires such insurance be in full force and effect for three (3) years after the term of the contract and any extensions thereof.

3.17 Question: Are "Record Drawings" / "As-built Drawings" and /or Construction Drawings available?

Answer: Yes

3.18 Question: Are structural calculations of the original building available?

Answer: No

3.19 Question: Is there a soils report available?

Answer: No

3.20 Question: Will a seismic upgrade of the existing building be required?

Answer: Only for the new elevator.

3.21 Question: Will the City of Santa Cruz will be the reviewing agency?

Answer: No, the City of Santa Cruz will be reviewing plans and specifications on METRO's behalf. METRO will be the final authority on this project.

- 3 22 Question: Will the building will be occupied during the construction?
Answer: **No, the building will be vacated.**
- 3 23 Question: Will a survey of existing conditions, i e floor plan, etc , be required to prepare the demolition plans?
Answer: **No, this should be included in the “as-built” drawings.**
- 3 24 Question: Will the technical specifications sections be CSI format and be developed by the A/E team?
Answer: **Yes**
- 3 25 Question: Will a termite and dry-rot inspection of the roof framing be done by others and not included in the A/E contract? If yes, will this inspection be completed before the A&E contract?
Answer: **Yes, Yes**
- 3 26 Question: Will there be a roofing inspection performed by others and not included in A/E contract? If yes, will the inspection be completed before the A&E contract?
Answer: **Yes, Yes**
- 3 27 Question: Is the two-story elevator lobby the only new work outside of the existing building perimeter?
Answer: **There will be a new pad for the emergency generator and a new pad for a stand-alone air conditioning unit for the Information Technology Server Room.**
- 3 28 Question: The only other modifications to the exterior walls will be the infill of two roll-up doors and maybe the replacement of the existing windows as provided in the walk-through. Will there be any other modifications?
Answer: **Yes, There will be a need to remove two doors next to the roll-up doors so that there will only be two entrances from the top floor parking lot.**
- 3 29 Question: There is mention of alternate energy sources (PART III, Article 4.1 5 6 A description of projects where energy efficiency or the use of alternative energy savings other than electricity and/or natural gas were featured and successfully implements.) Is this applicable to this project?
Answer: **No**
- 3 30 Question : Are the bottom floor bathrooms going to be retained?
Answer: **Yes with the addition of a unisex bathroom with shower.**
- 3 31 Question: Can you expand on the proposed usage for the warehouse space downstairs? Specifically, what will be the usage of the Warehouse/Shop areas? Will there be any vehicle repair, woodworking, special equipment, ventilation requirements, etc?
Answer: **Workshop area will be used for assembly and storage. There will not be any automotive repairs in this area. No special ventilation equipment will be required.**
- 3 32 1 Question: Please provide an idea of expected server equipment cooling load in the server room.
Answer: **To be determined at a later date.**
- 3 33 sQuestion: Will there be any HVAC, plumbing or fire protection work in the warehouse with the exception of Dead File Storage and Server room?
Answer: **Required in the office areas for Information Technology and the server rooms.**
- 3 34 Question: Is the existing building heated and cooled by rooftop packaged units? If not what is the existing HVAC system? What type of HVAC system serves the warehouse?
Answer: **The building is serviced with roof top HVAC units for both floors. All HVAC units are to be**

evaluated for ability to meet MEIRO needs.

- 3.35 Question: Can we have access to the building and/or plans prior to the proposal due date?
 Answer: Yes, please call Lloyd Longnecker, Metro Purchasing Agent to schedule an appointment for review at (831) 426-0199.
- 3.36 Question: The RFP calls for the consultant to provide redesign services at no additional cost if the project comes in over budget. Is there any contingency? If the project price is within 10% of the budget, is that acceptable. Please advise.
 Answer: Refer to Addendum Item 2.8 above. This RFP article has been deleted.
- 3.37 Question: The RFP has basically identified three requirements: 1 Fee Proposal, 2. The Standard Form 254 (which has been replaced by the SF330), and 3 A submission of qualifications. The SF330 is no small request, and typically requires approximately 30 hours to complete. Each response is custom to the type of project proposed and the format of the SF330 response focuses on the experience in common (shared projects) between the proposed team members, rather than relevant experience. This might be relevant if consultants working together has been an issue for the County in the past – but it certainly discourages an architect from recommending the best team of consultants for this project. Given the size and scope of this project, I wonder if the SF330 is truly necessary, and if so, how much weight it will be given.
 Answer: The requirement for SF 254 (or SF 330) form is waived.
- 3.38 Question: Looking at the schedule - (NOC on August 15th - Final Docs for Bidding October 1st) - does that include client review and agency approval?
 Answer: Yes, but see revised schedule provided below.

<u>Event</u>	<u>Date</u>
Request for Proposals (RFP) issue date	June 23, 2008
Pre-Proposal Conference, 110 Vernon St. Ste B, Santa Cruz, CA	July 1, 2008, 1:00 pm
Deadline for receipt of written questions and requests for addenda	July 8, 2008
SCMTD responses and/or addenda issued	July 14, 2008
Proposals due	Aug. 25, 2008, 5:00 pm
SCMTD Reviews Proposals	Aug. 26-29, 2008
Notify short listed firms	Aug 29, 2008
Interview short listed firms	Sept. 2-4, 2008
Select highest rated proposer and negotiate contract	Sept. 4-5, 2008
Board Approval of Contract and notice to proceed	Sept. 12, 2008
Contracts and Notice to Proceed	Sept 22, 2008
Drawings and Construction Specifications for District's Formal Bidding Procedure	Nov 3, 2008

- 3.39 Question: Based on the evaluation criteria of our commitment to provide A/E scope of work and sub consultants works from a local office. Our northern California office is located in Oakland - 56 miles from Santa Cruz - Does the SCMTD consider that to be local?

Answer: Yes

- 3.40 Question: It appears based on the plans provided in the RFP that the size of this facility is roughly 24,000 square feet - is that correct?
Answer: The square footage of the building is 11,168 square feet for the top floor, 11,216 square feet for the bottom floor for a total square footage of 22,384 square feet.
- 3.41 Question: Has a budget been identified for this project? I do not see one identified in the RFP.
Answer: The budget for architect and engineering services is \$200,000. The budget for construction and furnishings is \$2,500,000.
- 3.42 Question: Design team production schedule: the RFP's terms stipulate an 8 week working drawing production schedule i.e. 8 wks from start to completion of Construction Documents. In order to allow adequate time for the responsible production of the work product is there any indication that the District would consider a longer production window?
Answer: MEIRO intends to maintain the eight week schedule. Project qualifications requires adherence to the schedule (refer to Part III, Article 4.1.5.4). Additional time will be granted only if proven by the Architect that more time will be required.
- 3.43 Question: I understand from my walk-thru that hazardous materials are currently present within the structure but will be removed by District forces prior to start of construction i.e. not part of consultant's charge. Correct?
Answer: There are no hazardous materials currently present within the structure.
- 3.44 Question: Are there any Zoning and/or Building Code issues related to setback requirements anticipated with respect to the proposed site improvements?
Answer: None that we are aware of except for the installation of the emergency generator.
- 3.45 Question: Site improvement list at present appears to be limited to placement of an emergency generator plus installing exterior AC unit with pad. Thinking about the big picture, 3a). shouldn't the exterior improvements program also include investigation/design of an accessible path to the new building entrance from the public way? 3b). does the District anticipate the City will enforce California Building Code (CBC) requirements for adequate number of accessible parking stalls plus accessible route from each space i.e. is a parking lot redesign necessary (both upper and lower lots) ?
Answer: None are anticipate unless recommended by the architect.
- 3.46 Question: To what extent does the District anticipate having a DBE subcontractor on the design team will affect that team's candidacy? Put another way, will not having a DBE subcontractor on a design team have a significantly adverse impact on that team's candidacy?
Answer: As stated in Part I Instructions to Offerors, article 17:

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful offeror selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof
- 3.47 Question: The walk-thru introduction captured in Addendum No. 1 projected an estimated basis of approximately \$200,000 for professional services. Is this estimate projected through the completion of Construction Documents only, or does the District anticipate this budget should also cover subsequent phases i.e. Bidding and Negotiation Phase and/or Construction Contract Administration Phase services?

Answer: The entire project through completion of construction.

3.48 Question: What (if any) specific role does the District project as to the design team's role in Bidding and Negotiation Phase services i.e. :

a) a background role, fielding questions from the District only, or,

b) a full-services role (e.g. fielding Bidder's RFIs, generating and distributing Addenda to Bidders, orchestrating formal Bid opening procedures, etc) ?

Answer: Full Service except METRO will generate addenda based on A & E Responses and METRO will conduct formal construction bid procedures.

3.49 Question: What is the District's estimated duration for actual construction?

Answer: Estimate is four (4) months.

THIS IS THE FINAL ADDENDUM

END OF ADDENDUM NO. 2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

**For Architect and Engineering Services for
110 Vernon Street, Santa Cruz**

District RFP No. 08-28

ATTACHMENT C

CURRENT LIST OF PROPOSAL HOLDERS



ATTACHMENT C

Current Proposal Holders List for RFP No. 08-28

Bowman & Williams
Attn Jeffery Naess
1011 Cedar Street
Santa Cruz CA 95060

Central Pacific Engineering
David Smith
P.O. Box 130
Capitola, CA 95010

Ifland Engineers Inc
Attn: Nada Miljkovic
Live Oak Business Park
5200 Soquel Avenue, Suite 102
Santa Cruz, CA 95062

Biggs Cardosa Assoc. Inc.
Dennes J. Furia
1871 The Alameda Ste. 200
San Jose, CA 95126

Don Dommer Associates
Attn: Maris Kaplan
1144 65th St. Ste. G
Oakland, CA 94608

Gannett Fleming
Shelter Point Business Center
Suite 5220
591 Redwood Highway
Mill Valley, CA 94941-3064

VBN Architects
Attn Denise Youmans, CPSM
560 14th Street
Oakland CA 94612

RNL Design
Monique Villareal
800 Wilshire Blvd, Ste 400
Los Angeles CA 90017

David B Zulim Inc
150 Felker Street # F
Santa Cruz, CA 95060

Raj Murthy, P.E.
Principal Project Manager
Hatch Mott MacDonald
3825 Hopyard Road, Ste 240
Pleasanton, CA 94588

Heather Cohen
Marketing Coordinator
Interface Engineering
214 Grant Avenue, Suite 450
San Francisco, CA 94108

Brenda Nasio
Marketing Manager
Michael Willis Architects
301 Howard Street, Suite 500
San Francisco, CA 94105

Heather Choy
RMW Architecture & Interiors
160 Pine Street
San Francisco, CA 94111

Dewitt, Robert L PE
Robert L De Witt & Assoc Inc
1607 Ocean Street # 1,
Santa Cruz, CA 95060

Eric Easter PE
Eric T Easter & Co
P O Box 7629
Santa Cruz, CA 95061

James R. Hargrove Consulting Services
10011 Folsom Blvd., #227
Sacramento, CA 95827-1408

Larry Fournier
Rutherford & Chekene
55 Second Street, Suite 600
San Francisco, CA 94105

Mogavero Notestine Associates
Attn: Michele Smith
2012 K Street
Sacramento CA 95811

Laura Sottile Rose
Dougherty + Dougherty Architects
2240 Sarah Court
Costa Mesa, CA 92626

ATTACHMENT C

*April Perez
JCA Architects, Inc.
2096 Lincoln Avenue
San Jose, CA 95125*

*Faz Vafaie
SGPA Architecture and Planning
200 Pine Street, Suite 500
San Francisco CA 94104*

*Schauleh Vivian Sahba
Siegel & Strain Architects
1295 59th Street
Emeryville, CA 94608*

*Ken Rackow, Marketing
Gelfand Partners Architects
450 Geary Street, Suite 100
San Francisco, CA 94102*

*Alan Garretson
Gutierrez/Associates Architects
1616 Franklin St. #202
Oakland, CA 94612*

*MBH ARCHITECTS
Attn: Joy Bean
2470 Mariners Square Loop
Alameda, California 94501*

*Jon Holler, Senior Associate
Lawrence Group
2399 Blake Street, Suite 100
Denver CO 80205*

*SH Architecture
Attn: Iris Macadangdang
7373 Peak Drive, Suite 250
Las Vegas, Nevada 89128*

*Emily Clithero,
Marketing Coordinator
Cannon Associates
364 Pacific Street
San Luis Obispo, CA 93401*

*Charu Sharma, LEED AP
Project Manager
Stevens & Associates
855 Sansome Street, Suite 200
San Francisco, CA 94111-1532*

*Ron Sessions
WR&D Architects LLP
701 Mission Street
Santa Cruz CA 95060-3614*

*Attn: Hafsa Burt
Hafsa Burt & Associates/
Broadway Loft
21103 Gary Drive, Suite 417
Castro Valley CA 94546*

*Daniel M. Silvernail, M.Arch.
2571 Main Street Suite C
Soquel CA 95073*

*Triad Architecture and Planning
Associates Inc.
516 West Shaw #206
Fresno CA 93704*

*Kimberly Gilbo
Marketing & Business Development
Wald, Ruhnke & Dost Architects, LLP
2340 Garden Road, Suite 100
Monterey, CA 93940*

EXHIBIT - B



*Our mission is simple: Respond to our client's needs
With quality design, service & value, every time*

Wald, Ruhnke & Dost Architects, LLP
701 Mission Street
Santa Cruz, CA 95060
Phone: (831) 421-0468
www.wrdarch.com

Wald, Ruhne & Dost Architects, LLP



Monterey

2340 Garden Road, Suite 100
Monterey, CA 93940
Phone: (831) 649-4642
Fax: (831) 649-3530

Santa Cruz

701 Mission Street
Santa Cruz, CA 95060
Phone: (831) 421-0468
Fax: (831) 421-0673



WALD, RUHNE & DOST ARCHITECTS, LLP
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4.1 General Qualifications

4.1.1 General Information Form

PART II
GENERAL INFORMATION FORM
ARCHITECT AND ENGINEERING SERVICES FOR 110 VERNON STREET I,
SANTA CRUZ, METRO RFP NO. 08-28
(To be completed by the offeror and placed at the front of your proposal)

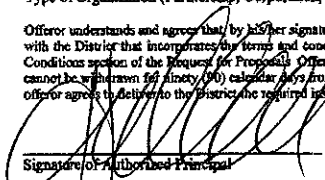
Wald, Ruhnke & Dost Architects, LLP _____ 8/25/08
Legal Name of Firm _____ Date

701 Mission Street, Santa Cruz, CA 95060
Firm's Address _____

831-421-0468 _____ 831-421-0673
Telephone Number _____ FAX Number

Limited Liability Partnership _____ 77-0255586
Type of Organization (Partnership, Corporation, etc.) _____ Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for a period of ten (10) calendar days from the date of the deadline for receipt of proposals. If awarded the contract offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award



Signature of Authorized Principal

Henry F. Ruhnke, Principal
Name of Principal-in-Charge and Title

Ron Sessions, AIA - Managing Architect
Name of Project Manager and Title

Ron Sessions, Managing Architect, rons@wrdarch.com, 831-421-0468
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

701 Mission Street, Santa Cruz, CA 95060
Addresses Where Correspondence Should Be Sent

Design & Project Manager
Areas of Responsibility of Prime Contractor

B-1

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

Mechanical - Axiom Engineers _____

Electrical - Prime Design Group _____

Structural - Ifland Engineers _____

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

(Contractor) Wald, Ruhnke & Dost Architects, LLP (WR&D) 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;

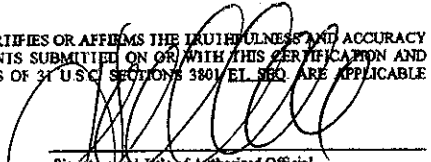
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public 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) WR&D Architects, 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 HERETO



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 28, 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-111, "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/Offeree certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeree 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 Wald, Ruhnke & Dost Architects, LLP (WR&D)

Signature of Authorized Official 

Name and Title of Authorized Official Henry Ruhnke, Principal

Date 8/25/08

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: 8/25/08
Signature: [Handwritten Signature]
Company Name: Wald, Ruhnke & Dost Architects, LLP
Title: Principal

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: _____

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4.1.2 Federal Standard Form 254 *(Waived in Addendum No. 2)*

4.1.3 General Qualifications

Architect – Wald, Ruhnke & Dost Architects

Wald, Ruhnke & Dost Architects, LLP is a full-service architectural firm that has provided superior service to our clients along the central coast for 45 years. Wald, Ruhnke & Dost Architects, LLP was established in 1963 by Donald F. L. Wald, Henry Ruhnke, RA and Frank Dost. AIA became partners with the firm in 1990. The firm currently has two offices, with headquarters based in Monterey and an additional office on Mission Street in Santa Cruz.

Our office has grown to become one of the largest and most reputable architectural firms on the Central Coast, attracting many long-term, quality employees, as well as loyal, repeat and referencable clients. Much of our firm's success is attributed to the responsive service we provide our clients and our proven track record to deliver projects in a timely and cost-efficient manner.

Our staff consists of more than 50 well educated, professional and talented team members. We have experienced slow, steady growth in staff size from only 43 staff in 2003 and have held steady at just over 50 for the last three years.

Wald, Ruhnke & Dost Architects in-house resources include talented individuals with specialties in the following areas:

Architectural Design	Construction Administration
Interior Design	Construction Specifications
Project Management	Construction Management
CAD Drafting	Approval Processing
3D Rendering	

Dedicated resources include Project Architects, Project Managers, Construction Managers, Job Captains, CAD technicians, specification writers and administrative support.

Mechanical – Axiom Engineers

AXIOM ENGINEERS has provided professional Mechanical Engineering Services to a wide variety of clients throughout the United States for over 38 years. Founded in 1970 and incorporated in 1981, the company has continued to grow and expand. In 1999 we changed our corporate name to AXIOM ENGINEERS to better reflect the scope and skills of our company. With multiple offices on the Central Coast and Northern California, we are positioned to serve our clients efficiently. More than 80% of the 300

plus projects performed every year are with existing clients. A commitment to high quality service delivery on every single project has proved to be our best marketing investment. Our experience of working with both public and private clients, multiple methods of project delivery, and our detail oriented design and project management process, combined with a deep knowledge of the fundamentals provide an unmatched mix of practical high-end engineering. Whether conventional design-bid-build, fast-track, or design-build project delivery is required, AXIOM ENGINEERS is ready to be part of your high performance project team.

AXIOM ENGINEERS is the firm local governments turn to for Mechanical renovation and new construction projects. We strive to provide practical, cost efficient yet aesthetically sensitive mechanical systems for high profile municipal projects. Municipal government projects are a core part of AXIOM ENGINEERS practice, and our experience includes all of the following types of facilities:

- Administration and Office Buildings
- Public Safety Police and Fire Stations
- Emergency Operation Centers
- Public Recreation and Community Centers
- Maintenance Facilities
- Laboratories
- Correctional Facilities
- Courthouses
- Conference Centers
- Corporation Yards and Fueling Facilities
- Sewage Pumping Stations

Electrical – Prime Design Group

Prime Design Group, Inc. is one of the preeminent consulting electrical engineering firms in the San Francisco and Monterey Bay Areas since its creation in January of 1990. We continually focus on setting higher standards for electrical engineering design quality and service in Central and Northern California.

Prime Design Group, Inc. is led by a core team of three senior electrical project managers with over 80 years of combined electrical engineering experience. We offer a broad spectrum of expertise in electric and low voltage system design and construction. Our design expertise includes Commercial, Transportation, Medical, Educational, High Technology, Industrial, Residential, Recreational and Agricultural Facilities. We offer exceptional support from conceptual design through post construction phases of a project, and are well adapted to working and coordinating with other team consultants.

Structural- Ifland Engineering

Ifland Engineers Inc. is a professional consulting engineering services firm with a 46-year heritage. IEI is a certified small business enterprise (SM #30847) headquartered at 5200 Soquel Avenue, Suite 102, Santa Cruz, California 95062, Telephone No. 831-426-5313, in the environmentally conscious Monterey Bay area.

IEI is well experienced in the affairs of local government and in the execution of sustainable municipal infrastructure projects in sensitive environments. It brings together a broad range of disciplines to ensure that technically sound, holistic and socially acceptable solutions are determined.

Our civil engineering project history encompasses many landmark street and roadway designs, site planning, low impact development, site improvement plans, storm water pollution prevention plans, flood studies and drainage design, design of storm water quality compliance measures including NPDES and erosion control BMP's, low impact development design, sewer and water system design.

Our structural engineering work has spanned the design of bridges, commercial buildings, concrete tilt-up buildings, forensic engineering, foundation and retaining walls, residential, seismic retrofit, structural damage reports, structural investigation reports and swimming pool designs.

IEI recognizes that improvements to existing building projects are complex requiring the need of a specialized support staff and effective communication methods. The Structural Engineer, supported by our engineering design staff, will work in close coordination with the Architect, Mechanical and Electrical Engineers to do the structural upgrade and associated miscellaneous site work. Our Project Manager will lead the design efforts aided by an assistant Project Manager, the experienced design staff and a Quality Control Process led by a senior staff member.

4.1.5 Project Qualifications

The team members identified for this project have worked on many similar or related projects and were chosen for their proven experience, commitment to service and proximity to the project.

WR&D Architects has served the Central Coast for 45 years and conveniently provides a local office in Santa Cruz, only 1.3 miles from the project site for responsive service. Project team members have experience with a wide spectrum of public works projects, both new construction and renovation, for City, County and State agencies.

Ifland Engineers, Inc. is a professional consulting engineering services firm with a 46-year heritage. IEI is a certified small business enterprise (SM #30847) headquartered in Santa Cruz. IEI is well experienced in the affairs of local government and in the execution of sustainable municipal infrastructure projects in sensitive environments. It brings together a broad range of disciplines to ensure that technically sound, holistic, and socially acceptable solutions are determined.

Prime Design Group, Inc. was established in Santa Cruz in 1990 and has provided electrical engineering services to the Santa Cruz area for over 18 years. We understand the community's special concern for the environment and have a proven track record when it comes to the design of safe and user friendly lighting and control systems that conserve energy and minimize environmental impact. Public projects make up more than half of our project base which has made us highly experienced at working with city, county and state level agencies and with governmental and municipal planning committees to bring about the most effective results. We have highly experienced personnel who have worked in both the engineering and contracting fields, giving us a broad perspective when designing and managing building renovation projects, both with engineering insight and field coordination.

Two local construction projects which we believe represent similar parameters in size, location and renovation criteria are the Housing Authority of Santa Cruz County and Georgiana Bruce Kirby High School.

Axiom Engineers is the firm local governments turn to for renovation and new construction projects. They strive to provide practical, cost efficient, yet aesthetically sensitive mechanical systems for high profile municipal projects. Municipal government projects are a core part of Axiom Engineers' practice, and their experience includes the following types of facilities: Public Safety, Police and Fire Stations, Emergency Operation Centers, Public Recreation, Community Centers, Maintenance Facilities, Laboratories, Correctional Facilities, Courthouses, Conference Centers, Corporation Yards, and Fueling Facilities.

Energy Efficiency

As part of our standard office 'best practices', a large number our projects have 'built-in' energy efficient design through:

- High performance windows that reduce heat loss and minimize solar gain
- Operable windows place to take full advantage of cooling breezes and natural ventilation
- Abundant natural day lighting through strategic placement of exterior windows and skylights.
- 'Right-sized' mechanical equipment appropriate to the space being served
- High efficiency light fixtures and ballasts
- Interior glass partitions within open office environments to transmit natural light deep into interior spaces -Use of light colored reflective roof surfaces to mitigate roof 'heat island' effects and reduce overall building heat gain

Additional efficiencies have been obtained through:

- Photovoltaic panel arrays (SVMH parking garage)
- Radiant floor heating
- Intelligent placement of new buildings on the site
- Exterior louvers to shade windows from the sun and/or deep roof overhangs to minimize solar heat gain

Adherence to Schedule & budget

Our office utilizes many project controls to ensure that the construction documents are complete and fully coordinated to make certain that the project completes on schedule and within budget as designed.

Some of the steps our office takes are as follows:

- Establish deliverables for each phase of the project (i.e. 50% Design Development, 100% Design Development, etc.)
- Prepare constructability review and construction cost estimates at 100% Design Development phase, 80% Construction Document Phase, etc.
- Provide sufficient schedule to incorporate "value engineering" and other owner requested changes.
- Staff project with highest quality staff members which are sensitive to the City's need to produce projects on schedule and with the highest quality.
- Provide full-time support of project during the construction and bidding phase of the project with staff members dedicated to minimize construction cost and to ensure the success of the project.

The best way to ensure that a project stays on schedule is to develop a realistic schedule from the beginning of the project and then develop a plan, commit the resources and utilizing one person on our team to monitor progress, ensure that this schedule is met.

We shall also prepare a work plan that assigns work hours to particular tasks, which can be used to monitor the performance of our team relative to stages of the project. This work schedule will be monitored and updated on a weekly basis. By utilizing these methods we can keep the project within budget and on schedule.

Our extensive firm resources enable WR&D to accommodate even accelerated project schedules by assigning additional staff as appropriate. We would work with the District to determine when this is appropriate.

Construction & Simultaneous Occupation

WR&D Architects recently provided phased renovation work and tenant improvements to 17,000 square feet for the Visiting Nurses Association (VNA) while accommodating their need for ongoing occupation to provide 24/7 operations. This project required the phasing and temporary relocation of the VNA departments while maintaining the safety of existing occupants including maintaining exiting, fire sprinkler systems, mechanical systems, restrooms, etc. as well as providing occupants safety from construction activities, hazards and materials.

Reuse of Existing Facilities

WR&D Architects has recent and relevant experience in the conversion of existing buildings to accept new uses. The following are just a few examples:



Former Herald Headquarters

This old Carmel stone building was converted into coffee/retail (Morgan's Coffee & Teas). The renovation utilized architectural elements such as the tower and thick stone walls as design features.



665 Munras

Conversion of an existing bank building into a first quality medical office building, including a surgery center. In-filled understorey from former bank drive-through to accommodate MRI center.



5 Lower Ragsdale

Conversion of a 63,000 square foot manufacturing facility into a first class medical office building which includes an imaging center.



Former Community Hospital

Complete interior and exterior renovation of former hospital into medical office building. Required complete renovation of mechanical, electrical and plumbing to bring the project to current codes and meet handicap accessibility requirements.



701 Mission Street, Santa Cruz

Conversion of former Victorian residence into new high quality office space for WR&D Architects. Santa Cruz Office.

Public Works Experience

Wald, Ruhnke & Dost Architects, LLP has considerable Public Works experience – providing design solutions for City, County and State Agencies. A few examples of our Public Works experience include the following:

Health Department projects include:

- Monterey County Alisal Clinic Phase I, II and III
- Monterey County Animal Shelter
- Monterey County Seaside Clinics
- Monterey County Natividad Clinic
- Monterey County Clinic Accounting and Administration TI
- Monterey County – Seaside Social Services TI
- Monterey County (New) Health Department

Government Center projects include:

- San Benito County Administrative Building
- San Benito County 911 Center
- Monterey County Modulars at Government Center
- Monterey County Temporary Court Relocation
- Monterey County District Attorney Offices
- Monterey County New Admin Bldg – CA only
- Monterey County North Wing – CA only
- Monterey County East/West Wing Remodel – all phases

Housing Authority projects include:

- Tynan Village mixed-use
- Soledad Affordable Housing
- Soledad Farm Worker Housing

Other County projects include:

- Monterey County Jail Renovations
- Monterey County Planning and Building Department Coastal Offices
- Monterey County One-Stop Centers (3) Salinas, Seaside & King City
- Communication tower (King City)
- Gas storage facility (King City)
- Parks & Recreation - Lake Nacimiento information booth
- SCRAM pit row suites

California State projects include:

- Department of Fish and Game
- Employment Development Department
- Numerous Local Public Schools

Public Works References

Few Memorial Renovation, City of Monterey		
Owner rep:	Richard Llantero	831-646-3446
City of Monterey Fire Station #1 Bay Expansion		
Owner rep:	Brian McMinn	831-646-3447
User (Division Chief):	Felix Colello	831-646-3900
Emergency Courtroom Relocatables, County of Monterey		
User (Courts):	Judge Sillman	831-755-5486
	Bob Kennedy	831-970-0515
Owner rep:	Ron Lundquist	831-755-4831
(Public Works)	Paul Greenway	831-755-4807
East/West Wing Renovation, Monterey County Courthouse		
User (DA):	Sue McCall	831-755-5259
Owner rep(Public Works):	Paul Greenway	831-755-4807
North Wing Renovation, Monterey County Courthouse		
User (Courts):	Judge Sillman	831-755-5486
	Bob Kennedy	831-970-0515
Owner Rep:	Jerry Williams	831-796-3094
Admin Building, Monterey County Courthouse		
Owner Rep:	Jerry Williams	831-796-3094
Monterey County Materials Lab (E. Laurel Yard)		
Owner rep:	Tony Mitre	831-796-3031
Monterey County Health Department Headquarters		
User (Health dept):	Chris Le Venton	831-755-4513
Owner rep(Public Works):	Paul Greenway	831-755-4807

Project Examples

Examples of public works and renovation projects with descriptions are included in the pages that follow:

Monterey County Administration Building

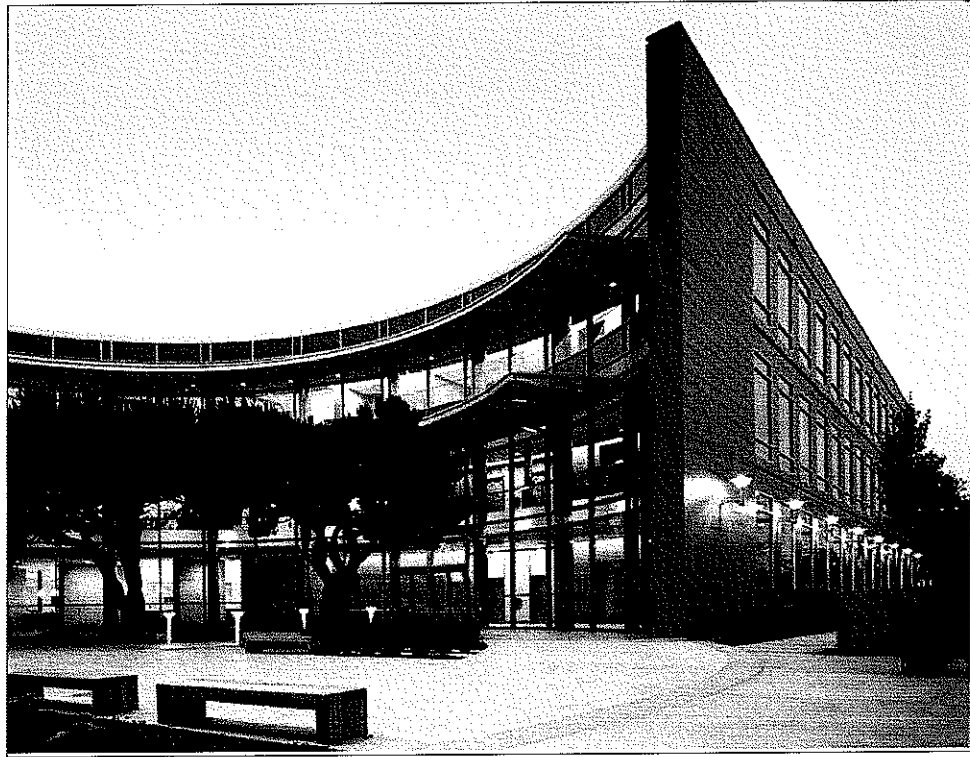
Salinas, California

Size
140,000 sf

Cost
Approx \$24,000,000

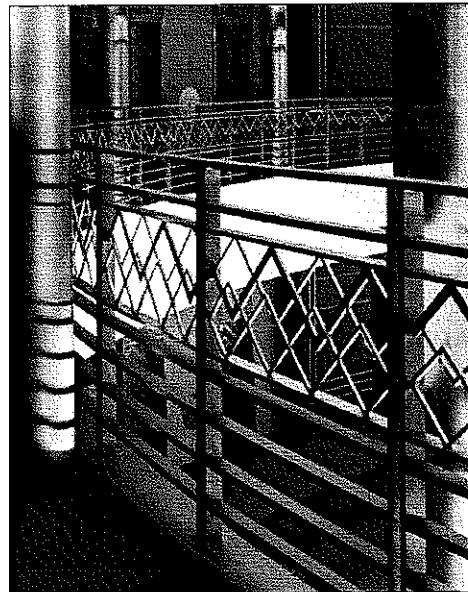
Status
Completed 2007

*HOK Architects served as
the Executive Architect for
the New Administration Bldg



Wald, Ruhnke & Dost Architects, in partnership with HOK of San Francisco, was retained by Monterey County to provide architectural and project management services for the addition of nearly 140,000 square feet of new courts facilities. HOK served as the Executive architect for the new administration building and the North wing remodel.

Wald, Ruhnke & Dost Architects served as the associate architect and was involved from the project inception, having provided the initial site alternatives, and recently completed the modular buildings project for the temporary relocation of county staff.



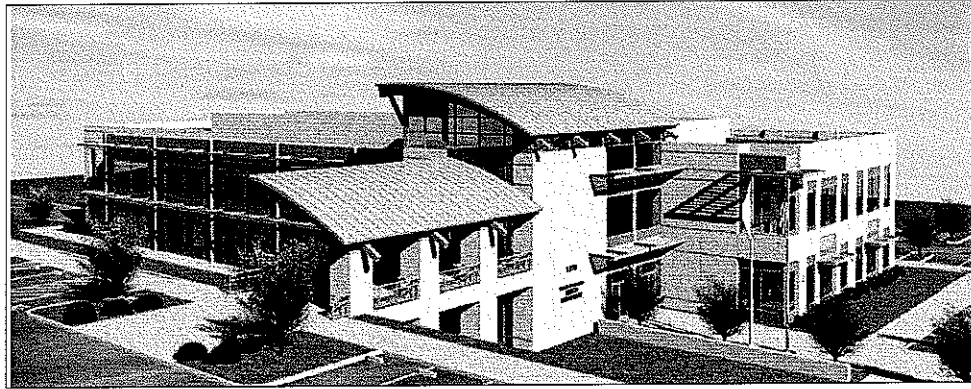
Monterey County Health Department

Salinas California

Size
48,000 sf

Cost
\$18,500,000

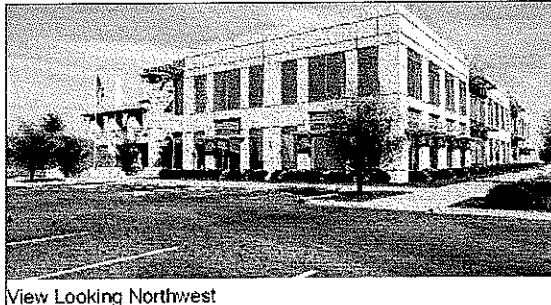
Status
Under Construction



Wald Ruhnke & Dost Architects was retained by Monterey County to develop the design concept for the new Health Department Headquarters. to be located on the same site as the dilapidated existing building in Salinas. To reduce down-time and eliminate the need for interim housing, the new building was designed to be constructed adjacent to the existing building.



View Looking Southwest



View Looking Northwest

The new design consolidates various departments in to one building in an open office environment to improve communication, maximize natural lighting and easily accommodate growth and fluctuations in department sizes.

This new facility will house nine departments and includes the Monterey County laboratory and clinical environmental labs with BSL II + III suites

The multi-level design steps down the existing topography and minimizes building mass while tying into the existing Natividad medical campus

Pearl Street Office Building

Monterey, California

Size
6,000 sf

Cost
Approx.
\$1,600,000

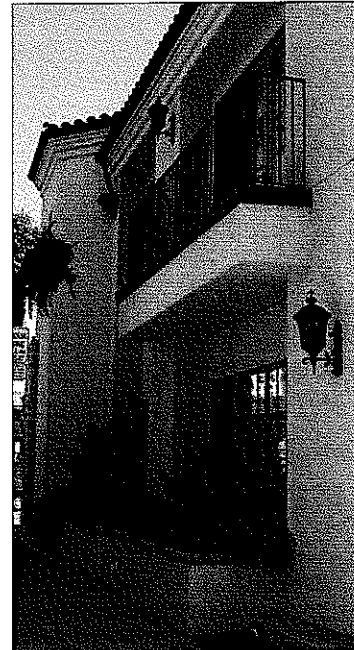
Status
Completed
2001



Wald, Ruhnke and Dost Architects was retained to design this professional business office at the corner of Pearl Street and Houston Street in downtown Monterey.

This 6 000 square foot building was designed to flow with the mission style indicative of the Monterey area, through the use of wood frame with cement plaster construction, a stone entrance and a red tile roof.

This building is located in a historic neighborhood; the Robert Louis Stevenson house and a variety of other historically designated buildings surround the site. Careful attention was given to the finish details to ensure this building's design would complement the rich history of the surrounding neighborhood.



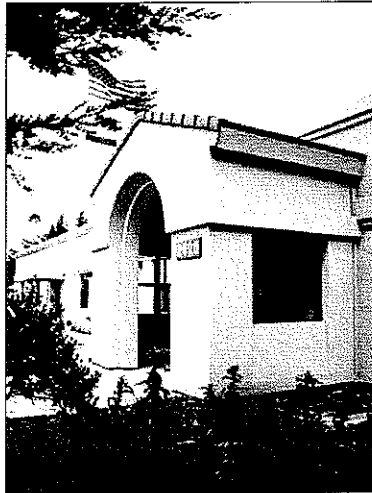
Monterey County Coastal Offices Planning Department

Marina, California

Size
13,900 sf

Cost
\$800,000

Status
Completed
2000



Wald, Ruhnke & Dost Architects was retained by Monterey County Capital Projects to provide tenant improvements and site improvements to an existing office facility, to accommodate the Monterey County Planning Department in Marina, CA.

The original 13,900 sf facility required more office space, which was obtained through programming, space planning and the addition of partitions. The older building required new finishes throughout, restroom renovations for ADA compliance, the addition of a break room and a new building entry.

The site improvements included the addition of a modular storage facility, railings and ramps for ADA compliance, landscaping and paving for sidewalk and parking lot improvements. Exterior finishes were also improved with the addition of awnings and a formal entry.

Hartnell Professional Center

Monterey, California

Size
50,000 sf

Cost
\$4,000,000

Status
Completed
1999



Wald, Ruhnke & Dost Architects, in partnership with architect Paco Palmero of San Francisco was retained by Community Hospital of the Monterey Peninsula to provide a complete interior and exterior renovation to the original community hospital building. This building was originally built in the early 1930's and required the complete renovation of mechanical, electrical and plumbing to bring the project to current codes and meet handicap accessibility requirements

The renovated building was remodeled to accommodate a sleep center, professional doctor offices a blood center, physical therapy and cardiology offices.



4.2 Project Understanding

The Transit District wishes to renovate and upgrade the existing 22,384 sq. ft. building for use as the central offices of the Transit District. The District has provided a preliminary layout to be used as a guide to begin the design of the proposed spaces. The project involves major remodel of the existing building including demolition of approximately 80% of the existing improvements, the installation of a new lobby and elevator, ADA upgrades, offices, conference room, server room, restrooms, and workshop. This upgrade will include mechanical systems, electrical systems and generator, some new doors, materials and finishes. The city of Santa Cruz will review the project but the County will retain jurisdictional authority.

4.3 Technical Approach

Coordination and communication between all consultants, Transit personnel, and construction managers is important during all phases of the process for a successful project. This begins with an early kick-off meeting and continues with key members performing reviews and input at established milestones through Bidding and Construction. Time is of the essence so short-notice meetings will be required at the Transit or architectural offices to keep the project moving on the proposed timeline. Our technical team will be working on your project full time and at critical times additional staff will be added to the team to meet deadlines and project objectives. We will employ the latest technology and coordination resources to stay on target. We have staff who will not be directly assigned to the project to conduct peer reviews at key milestones. We have prepared a Work Flow and Schedule to outline the process we anticipate.

4.4 Project Staffing

Wald, Ruhnke & Dost Architects is a full-service firm with a staff of more than 50 professionals and has the depth resources and experience to successfully manage this project. We have identified the following team members for their relevant experience with other public works projects and because of their proven success to work effectively as a team to complete projects on schedule and within budget.

WR&D Architects - Henry Ruhnke, Principal

Mr. Ruhnke has executive involvement in the initial project start-up, with particular emphasis on negotiations and defining the project scope. He oversees the Managing Architect and Design Staff and assists with contractor selection and negotiations.

WR&D Architects - Ron Sessions, AIA, Managing Architect

Mr. Sessions is a licensed architect and will serve as the Managing Director and day-to-day contact to oversee this project. He will provide direction, consultation, plans, documents, specification for all Architectural and Engineering coordination. He will coordinate team resources, monitor project quality, schedule and budget.

In his 19 years of experience, Mr. Sessions has been involved in a wide spectrum of public works projects including City, County and State agency projects. His experience includes the renovation of numerous public works projects, including two new buildings for the YMCA in San Jose and Cupertino, three new buildings for Monterey county Parks at Nacimiento Park, ADA and acoustical upgrades for the Veteran's Building in Santa Cruz, Fire station Renovation City of Monterey, San Jose State Parking garage first floor conversion to offices, and a current project just starting to add a restroom facility in the East Cliff Drive Parkway Project for Santa Cruz County.

WR&D Architects - Kurt Hengelbrok, Architect

In his 24 years of experience, Mr. Hengelbrok has been involved in a wide spectrum of public works projects including City, County and State agency projects. He has considerable experience with the management, design and planning of public works projects. His experience includes the renovation and tenant improvements for the Transportation Agency of Monterey County. Additional experience includes both new and renovated buildings, ranging from feasibility studies and master planning, to the design of multi-million dollar facilities.

Proposed Consultants

Prime Design Group – David Auble, Senior Project Manager/President

Dave has 30 years of comprehensive electrical consulting and design experience during which time he has been responsible for the design of power distribution systems indoor and outdoor lighting, fire alarm and sound systems for schools, churches and other public facilities. His projects include sports and recreation facilities, schools, hospitals, public commercial and industrial buildings, electronics fabrication plants and custom single and multi-family residential projects.

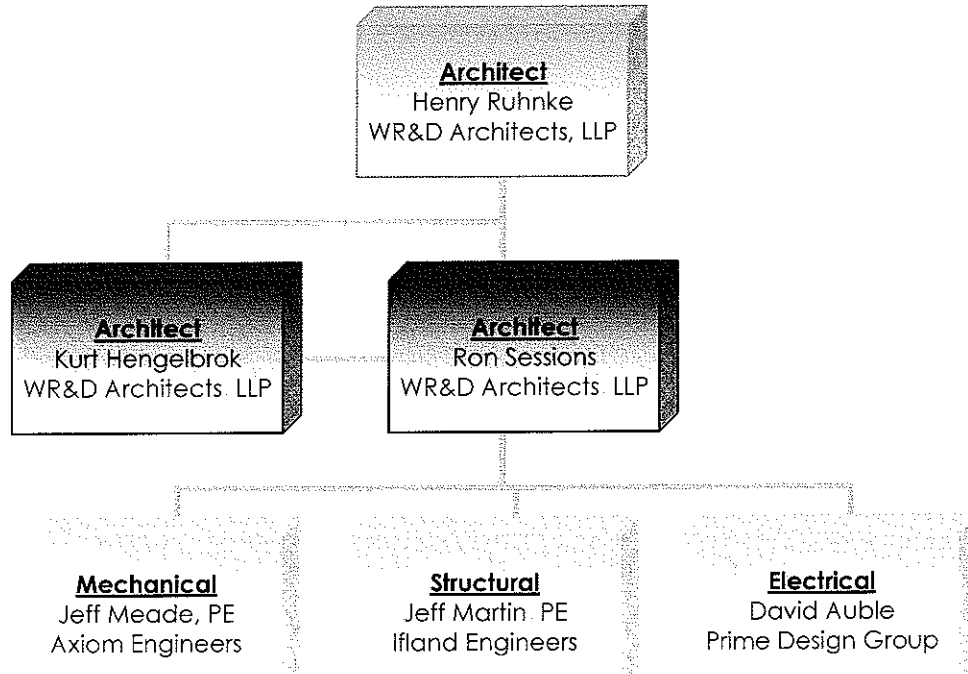
Axiom Consulting Engineers – Jeff Meade, P.E., Project Engineer

With over 12 years of experience as Mechanical Engineer, Mr. Meade has been designed and provided construction administration services for HVAC, plumbing and fire protection projects. Project applications include health care, natatoriums, detention facilities, multi-residential buildings, schools, pharmaceutical and research laboratories, universities, office buildings, retail spaces, commercial kitchens and warehouse spaces. Many of his projects have been mechanical repair and remodels, as well as commissioning where Axiom Engineers was the prime professional. Key strengths: in-depth knowledge of engineering fundamentals, organization, construction practices, and communication & coordination with all disciplines throughout design and construction.

Iiland Engineering – Jeff Martin, P.E., Project Engineer

Mr. Martin's professional experience spans 13 years of structural and civil engineering projects in California and Idaho. He is a certified LEED AP professional and a member of the American Society of Civil Engineers, the American Concrete Institute and the American Institute of Steel Construction. His early experience was in the design of long clear-span non-prismatic rigid frame commercial buildings, land and topographic surveying, conjunctive management of ground and surface water resources and design of hydraulic structures. More recent experience in California includes new and remodeled structural design of commercial and residential buildings, bridges, retaining walls and bluff stabilization projects. He is a published author with articles in the Journal of Engineering Hydraulics, IEEE Computer Society, and SM Report. University of Kansas Center for Research, Inc.

Organizational Chart



*Resumes for the individuals above are provided in the appendix.

4.5 Commencement & Project Completion

PROPOSED PROJECT SCHEDULE

<u>Task</u>	<u>Work Days</u>	<u>Start Date</u>	<u>End Date</u>
Notice to proceed	1 day	9/12/2008	9/12/2008
Consultant and Transit District Kick Off	1 day	9/16/2008	9/16/2008
Programming meeting with SCMTD Staff	3 days	9/17/2008	9/19/2008
Geotechnical soils report	8 days	9/15/2008	9/24/2008
Site Survey	10 days	9/15/2008	9/26/2008
Prepare as-built CAD drawings	10 days	9/16/2008	9/29/2008
Begin Design	5 days	9/22/2008	9/26/2008
Design Reviews with SCMTD Staff	3 days	9/29/2008	10/1/2008
Structural review	2 days	9/18/2008	9/19/2008
Update Design	4 days	10/2/2008	10/7/2008
Prepare drawings and presentations	4 days	10/6/2008	10/9/2008
City and public reviews	7 days	10/10/2008	10/20/2008
Update drawing documents	3 days	10/21/2008	10/23/2008
Prepare outline specifications	2 days	10/14/2008	10/15/2008
SCMTD Staff and pier reviews @ 50%	4 days	10/24/2008	10/29/2008
Updates and prepare working drawings	18 days	10/30/2008	11/24/2008
SCMTD Staff reviews @ 80%	4 days	11/10/2008	11/13/2008
Complete specifications	3 days	11/10/2008	11/12/2008
Submit final documents to review authority	10 days	11/25/2008	12/8/2008
Bidding	10 days	11/21/2008	12/4/2008
Update drawing docs	5 days	12/5/2008	12/11/2008
Bid reviews and award contract	5 days	12/15/2008	12/19/2008
Construction phase begins	5 days	12/22/2008	12/26/2008

Our schedule reflects an adjustment of one month due to the reschedule of the submittal date and also it reflects more overall time for interactive review by the Metro District and the City. We feel that this is an essential part of the process that needs to allow adequate time. The timeline for our services closely reflects and is somewhat shorter than the schedule provided by the district. We would like to discuss this further with your project manager. It is likely that some time may be adjusted in your favor with a further clarification on your part.

4.6 Cost of Services (In separate sealed envelope)

Firm Background

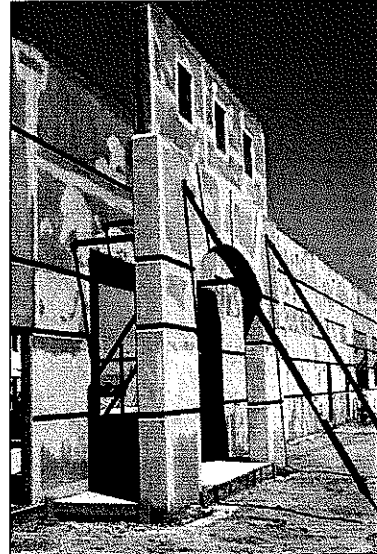
Wald, Ruhnke & Dost Architects LLP is a full-service architectural firm that has provided superior service to our clients for 45 years

Wald, Ruhnke & Dost Architects LLP was established in 1963 by Donald F L Wald Henry Ruhnke RA and Frank Dost AIA became partners with the firm in 1990

The firm currently has two offices on the central coast – with headquarters based in Monterey and an additional office in Santa Cruz. Our staff consists of more than 50 well educated professional and talented team members.

Services Offered

Site Evaluation
Building Programming
Site Planning
Building Design
Materials and Systems Research
Public Agency Presentation
Monitoring Governmental Approvals
Construction Documents
Distribution of Plans and Specifications
Negotiation and Bidding for Construction
Coordination of Consultant Services
Project Administration and Quality Control
Material Selections and Specification
Color Coordination



Reputation

Our office has grown to become one of the largest and most reputable architectural firms on the Central Coast attracting many long-term, quality clients. Much of our firm's success is attributed to the responsive service we provide our clients and our proven track record to deliver projects in a timely and cost-efficient manner.

***WR&D is the largest and most reputable
architectural firm on the Central Coast***



Organization

Wald, Ruhnke & Dost Architects is structured into studios, to insure that your project benefits from the specialized experience of our staff. Those Studios are as follows:

Commercial / Public Works Studio

Provides architectural services for the design of commercial, hospitality, medical, governmental, religious, and retail facilities. The Commercial Studio delivers personalized service and quality solutions to meet the unique needs of each client's project.

Educational Studio

Provides new design and modernization services for K-12 and College facilities. The Education Studio has extensive experience with the necessary approval agencies and can help to maximize available funding for educational projects.

Residential Studio

Provides renovation and design services for custom homes demonstrating a commitment to detail and quality for a stunning home that reflects the personality and lifestyle of the homeowners.

Interior Design Studio

Provides interior design and space planning services for commercial and hospitality clients to ensure the final space that creatively enhances the environment. Interior design services include: programming, strategic master planning, space planning, design, material, furniture and fixture selection.

Capital Project Management Studio

Acts as the owner's agent, managing projects from the conceptual planning phase through completion of warranty period. Provides master project schedules, project planning and budget control, as well as estimating and construction oversight.

Firm Resources

Intellectual Resources

Wald, Ruhnke & Dost Architects in-house resources include more than 50 talented individuals with specialties in the following areas:

Architectural Design	Construction Administration
Interior Design	Construction Specifications
Project Management	Construction Management
CAD Drafting	Approval Processing
3D Rendering	

Dedicated Studio resources include Project Architects, Project Managers, Construction Managers, Job Captains, CAD technicians, specification writers and administrative support.

Project Architects/ Project Managers

These individuals team to coordinate project resources, define schedules, budgets and strategic work plans. These project managers have extensive experience processing permits through local and state approval agencies.

Construction Managers/ Construction Administration

Wald, Ruhnke & Dost Architects has dedicated Construction Managers to provide construction supervision and administration, review product recommendations and the associated costs for projects. Construction Managers can provide a full range of construction management services, depending on the needs of your project. Construction Managers conduct site visits to monitor construction progress and participate in construction meetings related to the project, to monitor project quality, schedule and budget.

Interior Designers

Interior Designers provide a wide range of design services including space planning, furniture and finish selection. Our Interior Designers achieve a balance between beauty and efficiency to create an environment that accommodates both staff and program needs.

Job Captains/ CAD Technicians

Wald, Ruhnke & Dost Architects has Job Captains and CAD Technicians dedicated to the production and development of construction documents for clients using AutoCAD. They work closely with project managers and directors to create construction documents and details.

Contact Information

For more information, please visit our website at: www.wrdarch.com or contact:

Kimberly Gilbo
Marketing & Business Development
Phone: (831) 649-4642
kim@wrdarch.com

Office Locations

Monterey

2340 Garden Road, Suite 100
Monterey, CA 93940
Phone: (831) 649-4642
Fax: (831) 649-3530

Santa Cruz

701 Mission Street
Santa Cruz, CA 95060-3614
Phone: (831) 421-0468
Fax: (831) 421-0673

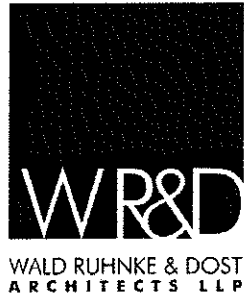
*Committed to providing
excellent quality and superior service*



APPENDIX - Resumes

WR&D

WALD RUHNKE & DOST
ARCHITECTS LLP



Henry Ruhnke

Principal

Henry Ruhnke became a Principal in 1990 and united with Don Wald and Frank Dost to form Wald, Ruhnke & Dost Architects, LLP. Mr. Ruhnke has extensive experience in design, project management and construction administration. He has worked on a variety of projects including educational, industrial, commercial, residential and governmental.

Responsibilities

Mr. Ruhnke is involved in all aspects of a project. He will have executive involvement in the initial project start-up, with particular emphasis on negotiations and defining the project scope.

He participates in client meetings throughout the course of a project, working with clients to prepare project program and develop design drawings. He oversees the Project Director and Management Staff and assists with contractor selection and negotiations. During the course of construction, he reviews the construction administration phase with the Project Team to ensure projects are completed on schedule and within budget.

Education

Master of Architecture - California Polytechnic State University 1988

Bachelor of Architecture - California Polytechnic State University 1987

Registration

Registered Architect, State of California, C-21266 1990

Memberships

Monterey Rotary Member

Former Monterey Planning Commission

Former Monterey Architectural Review Committee Member

Monterey Community Contractor Committee

Former Board Member of AIA

Leadership Monterey, class of 1992

Relevant Project Experience

Monterey County Health Department - Provided master planning services, design development, approval processing and construction documents for 48,000 square

Monterey
Santa Cruz

foot building to serve as the new Health Department Headquarters for the County of Monterey. Salinas. CA

Harden Ranch Medical Campus - Master planning, design development and construction documents for a pedestrian oriented medical campus. for Harden Ranch, a Salinas Valley Memorial Hospital medical campus. Salinas CA

611 Abbott - Design development and approval processing for this 2-story medical office with a roof garden, providing medical offices and an educational center for Salinas Valley Memorial Healthcare System. Salinas. CA

335 Abbott - Design Studies and Development for this 2-story medical office to be LEED certified and provide medical offices for Salinas Valley Memorial Healthcare System. Salinas. CA

5 Lower Ragsdale - Design Development and construction documents for the original industrial building, as well as the subsequent renovations and expansions to repurpose the building to serve the needs of Salinas Valley Memorial Healthcare System. Monterey. CA

Tynan Village - Master planning, design development and construction documents for Tynan Village, a mixed-use urban infill project. for Monterey County Housing Authority. Salinas. CA

Salinas Valley Memorial Hospital Master Planning and Design Studies - Master planning and design studies for a phased renovation and 300,000 square foot expansion to the existing hospital for Salinas Valley Memorial Hospital. Salinas. CA

Soledad Farm Worker Housing - Provided master planning services, design development, approval processing and construction documents for 140 low income residential units and onsite daycare. This project to be built in three phases across two project sites for the Housing Authority of the County of Monterey. Soledad. CA

Carmel Unified School District, - Provided phasing and strategic development for new facilities as well as the renovation of existing facilities district wide, across 6 campuses. Projects included administrative offices, libraries, gymnasiums, a pool, classrooms, cafeterias and courtyards. Carmel. CA

Shelter Cove, - Provided construction documents and construction administration for the rehabilitation of former Ft. Ord Housing for use by Interim Inc. Marina. CA

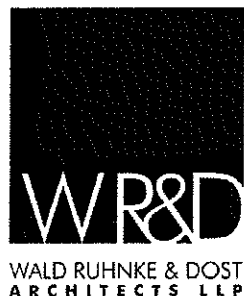
Sandy Shores, Provided construction documents and construction administration for the rehabilitation of former Ft. Ord Housing for use by Interim Inc. Marina. CA

Nancy Dodd Community Center, Design Development and construction documents for a new community center serving the needs of single mother's in the former Ft. Ord community for the Housing Authority of the County of Monterey. Marina. CA

County of Monterey Animal Services Center- Design, construction documents and administration for the County of Monterey Animal Services Center, Salinas, CA

Wave Street Affordable Housing - Design and construction administration for Wave Street affordable housing project for Carl Outzen, Monterey, CA

Cypress Center Shopping Center - Master planning, design development and construction documents for a shopping center which includes retail buildings, a restaurant and gas station, Monterey, CA



Ron Sessions, AIA

Managing Architect

With more than 19 years of experience in the architectural profession, Mr. Sessions has been involved in a wide spectrum of projects including public facilities, non-profit companies, commercial projects and housing. He has served as the project architect for the design of new projects, construction document preparation and construction. These projects ranged from feasibility studies and master planning, to the design of multi-million dollar facilities.

Responsibilities

As project director, Mr. Sessions provides day-to-day contact throughout all phases of the project. He is responsible for coordinating team resources while maintaining budget and schedule requirements. The Santa Cruz staff is experienced in such projects and can provide the point of contact for immediate service from our office or on site. Mr. Sessions is dedicated to obtaining client satisfaction through superior and timely service.

Education

BFA Architecture –California College of the Arts, San Francisco 1997

Registration

Registered Architect, State of California C-28366
Certified Green Building Professional

Relevant Project Experience

(Including experience while with prior firms)

Tenth Street parking garage conversion of 90,000 sq. ft. of the first floor to administrative offices for San Jose State University

County of Monterey Health Department, 1270 Natividad Road, Salinas, remodel and renovation 12,000 sq. ft.

Sequoia Insurance Tenant Improvement - Programming and space planning for new space (construction in progress) for 26,000 square feet

611 Abbot Street 34,000 sq. ft. Medical Office TI for Salinas Valley Memorial Hospital

5 Lower Ragsdale New 23,000 sq. ft. medical office building in Monterey for Salinas Valley Memorial Hospital

City of Monterey Fire Department, Station One - Apparatus bay enlargement and renovation

Stockton Products, Livermore, 35,000 sq. ft. office, warehouse manufacturing facility

Monterey
Santa Cruz

YMCA, East Valley, new natatorium, fitness center, gymnasium for existing facility,
construction documents and construction administration. San Jose

YMCA, West Valley – new natatorium and fitness center, construction documents and
construction administration. Cupertino

SkyVenture Silicon Valley, sky diving simulator, programming and feasibility, design,
construction documents. Union City



Kurt Hengelbrok

Project Architect

With more than 24 years of experience, Mr. Hengelbrok has been involved in a wide spectrum of government agency projects, including both construction and design projects ranging from feasibility studies and master planning, to the design of multi-million dollar facilities.

Mr. Hengelbrok has a long-standing working relationship with the local approval agencies. He has considerable experience with the management, design and planning of public works projects.

Responsibilities

As project architect, Mr. Hengelbrok provides day-to-day contact throughout all phases of the project. He is responsible for coordinating team resources while maintaining budget and schedule requirements. Mr. Hengelbrok is dedicated to obtaining client satisfaction through superior service.

Education

Bachelor of Architecture – University of California, Berkeley 1982

Registration

Registered Architect, State of California, C-19349 1988

Relevant Project Experience

Few Memorial Renovation - Construction documents and construction administration of historic Few Memorial (Hall of Records) for the City of Monterey to accommodate the offices of the City Attorney and the City Clerk, provide for the relocation of the server room and include a back-up power generator and climate control systems to protect the City's records and documents. Monterey, CA

State of California, Department of Rehabilitation - Construction documents and construction administration of a new building. Monterey, CA

State of California, Employment Development Department – Construction documents and administration for an interior tenant improvement. Monterey, CA

State of California, Department of Fish and Game – Construction documents and administration for an interior tenant improvement. Monterey, CA

County of Monterey Animal Services Center – Design and construction administration. Salinas, CA

Monterey
Santa Cruz

County of Monterey Coastal Offices & Permit Center – Tenant improvements, construction documents and construction administration, Marina, CA

County of Monterey One Stop Center – Tenant improvement, construction documents and construction administration, Seaside, CA

County of Monterey Health Department – Tenant improvement, construction documents and construction administration, King City, CA

Transportation Agency of Monterey County – Tenant improvement, construction documents and construction administration, Salinas, CA

Jeff Meade, P.E.

Project Engineer, Axiom Consulting Engineers

SUMMARY OF QUALIFICATIONS

Over 12 years of experience as Mechanical Engineer, 9 years with AXIOM ENGINEERS.

Since joining Axiom Engineers Mr Meade has been designed and provided construction administration services for HVAC, plumbing and fire protection projects. Project applications include health care, natatoriums, detention facilities, multi-residential buildings, schools, pharmaceutical and research laboratories, universities, office buildings, retail spaces, commercial kitchens and warehouse spaces. Many of his projects have been mechanical repair and remodels, as well as commissioning, where Axiom EngineersSM was the prime professional. Key strengths: in-depth knowledge of engineering fundamentals, organization, construction practices, and communication & coordination with all disciplines throughout design and construction.

SELECTED ACHIEVEMENTS

Marina Bus Transit Center, Marina, CA. Designed HVAC, plumbing and fire protection for a new customer service office building. Systems consisted of a variable refrigerant volume system to provide efficient heating and cooling over multiple zones.

Monterey Fire Station #1 Remodel, Monterey, CA. Design of HVAC and fire protection systems including Title 24 compliance in an existing two story fire station building to accommodate revised apparatus bay.

Santa Cruz County Jail Holding Cells HVAC Study, Santa Cruz, CA. HVAC study: Field investigated and evaluated ventilation issues. Recommended repairs and replacement options. Provided cost opinions.

Watsonville Family YMCA Study and Design, Watsonville, CA. Evaluated existing equipment to determine recommended repair and replacement options. Design of HVAC, plumbing and fire protection for a 22,000 sqft facility consisting of new and existing structures. Systems used include pool room dehumidification system, packaged air conditioners and modulating gas fired makeup air units.

Sutter Novato Ambulatory Surgery Center (LEED Gold), Novato, CA. Design of HVAC, plumbing, and fire protection systems. Design converted an existing first floor spacing in a 3 story building from office space to a surgery center. The 11,000 sq ft surgery center is seeking LEED Gold certification.

CERTIFICATIONS

Registered Mechanical Engineer	CA	M31625	2000
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EXPERIENCE & EDUCATION

Axiom Engineers, Inc. dba Lee & Associates – Project Engineer	1999-present
Project Engineer for an company which manufacturers production furnaces for the electronic industry	1995 - 1999
B.S., Mechanical Engineering	Oregon State University, Corvallis, OR 1994

David Auble

Co-founder, President & Senior Project Manager, Prime Design Group, Inc

SUMMARY OF QUALIFICATIONS

Dave has 30 years of comprehensive electrical consulting and design experience during which time he has been responsible for the design of power distribution systems, indoor and outdoor lighting, fire alarm and sound systems for schools, churches and other public facilities. His projects include sports and recreation facilities, schools, hospitals, public, commercial and industrial buildings, electronics fabrication plants and custom single and multi-family residential projects.

- 30 years of experience in electrical engineering, design and project management.
- Effective in working within project budgets and schedules.
- Successful in implementing innovative, cost-effective and energy conscious designs.
- Excellent at follow-up and detail; extremely dependable.
- Exceptional communication and interpersonal skills.

PROFESSIONAL EXPERIENCE

- Principal in charge of the electrical design and engineering of over 800 successfully completed projects.
- Engineered the electrical, lighting and low voltage systems for many of the downtown Santa Cruz post-earthquake reconstruction projects. These include the St. George Hotel, Veterans Building and Clock Tower remodels, the Hihn Building, the Ferrari Building, the Neary Building, El Centro, McPherson Center, the County Bank Building, 1211 Pacific Avenue, 107 Walnut Street, Lulu Carpenters, New Leaf Market, Loudon Nelson Center, 111 Cooper Street and downtown alleyway rehabilitation projects.
- Engineered the electrical systems for numerous office/warehouse/fabrication facilities including Annie Glass in Watsonville, the SCO facility at Harvey West and most recently Stockton Products' new manufacturing and warehouse facility in Livermore, CA.
- Performed engineering and construction support for numerous local projects currently under construction or recently completed including the Santa Cruz County Animal Services Building at 7th and Rodriguez Streets, the renovation of the Santa Cruz Dream Inn and the conversion of an existing three story office building into Georgiana Bruce Kirby High School at Harvey West.
- Performed the duties of Chief Executive Officer and President since 1999.

EDUCATION

Electrical Engineering Major; San Jose State University (1981-1984)
A.S. Degree, Electronics; West Valley College, Saratoga, CA (1976-1980)

Jeffrey L. Martin

Project Engineer Ifland Engineering

KEY QUALIFICATIONS:

Mr. Martin's professional experience spans 13 years of structural and civil engineering projects in California and Idaho. He is a certified LEED AP professional and a member of the American Society of Civil Engineers, the American Concrete Institute and the American Institute of Steel Construction. His early experience was in the design of long clear-span non-prismatic rigid frame commercial buildings, land and topographic surveying, conjunctive management of ground and surface water resources and design of hydraulic structures. More recent experience in California includes new and remodeled structural design of commercial and residential buildings, bridges, retaining walls and bluff stabilization projects. He is a published author with articles in the Journal of Engineering Hydraulics, IEEE Computer Society, and SM Report, University of Kansas Center for Research, Inc.

RELEVANT EXPERIENCE:

- Seismic Upgrades / Modifications To Existing Buildings 7600 Old Dominion Ct Santa Cruz (interior renovation and new stairwell and elevator additions to existing 2 story medical offices for Santa Cruz Medical Foundation); 1041 17th Ave Santa Cruz (reinforce new openings and seismic upgrade of concrete tilt-up warehouse for Pegasus Racing); 2200 Delaware Ave. Santa Cruz (reinforce new openings in concrete shear walls for Santa Cruz Nutritionals); 800 Ohlone Parkway Watsonville (new two story office building and steel framed warehouse expansion for Second Harvest Food Bank); 211 Lee Rd. Watsonville (addition to growing rooms for Fitz Fresh Mushrooms); 797 Las Olas Drive (seismic upgrade and extensive remodel of residence).
- Design Of Commercial And Residential Structures Using Concrete, Steel And Timber Complete design and construction supervision of several long span steel buildings in Idaho. Structural design and construction observation of steel mechanical access platform for UC Santa Cruz cooling tower. New buried pin pier retaining structure to support public roadway (Mt. Hermon Conference Center); Retaining wall to support Hwy 1 & Hwy 17 Interchange on-ramp (Pavex Construction / CALTRANS); Structural design and construction observation of large retaining structures, bluff stabilization and sea walls (1443 San Andreas Rd., 734 Oak Hill Rd., 220 Highland Dr., 797 Las Olas Dr.) Structural design of numerous new residences in Santa Cruz area as well as remodels of and additions to existing residences (610 Alpine Santa Cruz, 145 Brook Ln. Boulder Creek, Brown Valley Rd. Corralitos), New private access bridge (1299 Granite Creek Rd., Scotts Valley)
- McHenry Walkway structural consultation and construction observation. UCSC, Santa Cruz
- Monterey High School Modernization – structural design for ADA Compliant Access to facilities. Monterey, CA

EDUCATION:

B.S. Civil Engineering University of Kansas 1989
Masters Civil Engineering, Structures & Concrete Material Behavior 1992
Civil Engineer, California R.C.E. #68028 Idaho #

Exterior elevations

Project data

- (1) Meeting with City of Santa Cruz Building Department staff.
- (1) Meeting with SCMTD staff to refine Design Development plans.
- Refine building program and update plans to incorporate changes from review process.
- Prepare an outline specification.
- Coordinate work of other consultants for incorporation in planning package.
- Prepare cost estimate.

Construction Documents

Refine existing preliminary plans based on SCMTD input.
Prepare construction documents consisting of:

- Cover sheet/project information
- Architectural site plan
- Site details
- Foundation plan for lobby
- Floor plans
- Roof plan
- Exterior elevations
- Exterior details
- Building sections for lobby area
- Interior details
- Interior elevations at common toilets and lobby areas
- Reflected ceiling plans
- Door and window schedules/details
- Structural sections for lobby
- Structural details
- Handicapped compliance details
- Room finish schedule
- Electrical plans and details
- Mechanical Plans and details
- Plumbing plans and details
- Civil plans and details
- Specifications

Submit plans to Building Department and County.

Respond to plan check comments.

(2) Meetings with owners to review project progress.

Coordinate with consultants.

Prepare final specifications.

Update cost estimate.

Bidding

Assist with coordination of pre-bid packages

Attend the pre-bid meeting

Assist with responding to contractor questions and issuing addenda

Assist with bid evaluation

Construction Support

(Assumes (4) month construction, timeline & weekly meetings)

Attend pre-construction conferences

11.c2

Attend weekly site meetings
Prepare observation reports
Respond to R.F.I./R.F.C.
Assist with evaluation of change order requests
Review shop drawings and submittals
Assist with payment review
Prepare supplemental drawings as required
Project punch list and assist with project close-out

FEE

The above services can be provided for the following fee:

Architectural	\$108,500
Structural Engineer	\$14,500
Electrical Engineer	\$21,500
Mechanical/Plumbing Engineer	\$40,750
Civil Engineering and Survey	\$11,350
Cost Estimate	\$6,900
Geotechnical Report	<u>\$5,500</u>
Total	\$209,000

We estimate that an allowance of \$4000 should be budgeted for printing and duplication services. Additional services can be provided at our billable rates in effect at the time services are rendered. (See attached Fee Schedule for our current rates.)

EXCLUDED ITEMS

Services other than identified above
Construction Manager Services (available as an added service)
Environmental studies
Fire sprinkler drawings (design-bid)
Interior design/decoration beyond basic materials and finishes
Landscape and irrigation plans
Signage
Special inspections and testing
Value engineering
Government agency fees
Reproductions
Reimbursable expenses

ASSUMPTIONS

SCMTD will provide existing drawings/historical documents.
SCMTD will provide Division I specifications.
SCMTD will conduct formal construction Bid Procedures.
SCMTD Project Manager will receive and coordinate reports and documents and will hire a construction manager for the project.

11.c3

AGREEMENT TERMS

The following Terms and Conditions shall be incorporated into the architectural Fee Proposal and become effective upon proceeding with the Scope of Work.

If the above meets with your approval, please sign both copies of this letter, initial the Terms and Conditions where indicated, and return one copy to this office.

If you have any questions, please contact Ron Sessions at 831-421-0468.

Sincerely,

Approved by:

Ronald Sessions for
Wald, Ruhnke, & Dost Architects, LLP

Client

RS/bl

Date

Attachment

11.c4

Fee Schedule

Effective July 1, 2008

Office Personnel Hourly Rates:

Principals	\$175
Project Architects/Managers	\$125 - 145
Construction Managers	\$120 - 145
Job Captains/Project Intern	\$90 - 115
Interior Designers	\$90 - 125
CAD Technicians	\$80 - 105
Administrative Assistants	\$60 - 85

Reimbursable Expenses:

Travel

Mileage	\$0.67 per mile
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In House Charges

B&W prints/copies - Letter/Legal	\$0.15 per page
B&W prints/copies - Ledger	\$0.50 per page
Color prints/copies - Letter/Legal	\$.75 each
Color prints/copies - Ledger	\$1.50 each
Fax Charges	\$0.50 per page
Comb Binding	\$2.00 each

Printing & Plotting

Bond 17" X 22"	\$0.75 per sheet
Bond 24" X 36"	\$2.00 per sheet
Bond 30" X 42"	\$3.00 per sheet
Plots & Vellum 24" X 36"	\$3.00 per sheet
Plots & Vellum 30" X 42"	\$4.50 per sheet

Scanning

8½" X 11"	\$2.00 per sheet
11" X 17"	\$2.00 per sheet
24" X 36"	\$4.00 per sheet
30" X 42"	\$5.50 per sheet
36" X 48"	\$8.00 per sheet

Presentation Boards

\$90.00 (+time)

Electronic Media

CD	\$5.00 each
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Phone Calls

Local	no charge
Long Distance	\$0.05 per minute

Other Charges

Consultant charges are billed at cost, plus fifteen (15%) percent.

Outside reproduction charges, government agency fees, postage, travel, and related reimbursable expenses are billed at actual face value of the invoice, plus fifteen (15%) percent.

Additional Insured Endorsements for Comprehensive Liability are billed at \$300 per endorsement per year billed at the time the endorsement is initiated.

Fees subject to change without notice

11.c5

TERMS AND CONDITIONS

AGREEMENT FOR ARCHITECTURAL SERVICES

The following Terms and Conditions shall be incorporated into Wald Ruhnke & Dost Architects LLP (WR&D) Fee Proposal and become effective upon proceeding with the Scope of Work:

Definitions: The term "WR&D" as used herein shall include Wald, Ruhnke & Dost Architects, LLP's employees, officers, directors, partners, agents, and consultants. The term "Client" as used herein shall include Client's employees, agents, consultants, subsidiaries, successors, and authorized assigns.

Independent Contractors: The relationship of WR&D, to Client shall at all times be that of an independent Contractor. WR&D shall not be liable for the acts of Client or its agents in performing Work, except to the extent of damages or injuries directly caused by WR&D or its agents.

Intended Beneficiaries: WR&D's services and work product for the Project are intended for the sole benefit of Client and are not intended to create any third party rights or benefits except as expressly acknowledged by WR&D in writing.

Standard of Care: The services shall be performed in a manner consistent with that level of skill ordinarily exercised by other professional Architects for similar projects under similar circumstances. No other representations to the Client, express or implied, and no warranty or guarantee is included or intended in this Agreement or WR&D's Work Product, opinion, or otherwise. Client understands and acknowledges that each project is different and there will always be revisions and clarifications in plans and specifications as a project proceeds which may have cost and schedule impacts. Client will provide a reasonable contingency for such cost and schedule impacts.

No Assignment: Client and WR&D have reached this Agreement based on their independent evaluations of one another and the Project. Accordingly, neither party may assign any portion of this Agreement or any rights hereunder without the written consent of the other.

Project Personnel: WR&D will propose to furnish or subcontract for specialist and architectural personnel for the performance of this work. WR&D reserves the right to make necessary substitutions, adaptations, or part-time use of such individuals or others as required for the proper performance of work.

Document Ownership: All tracings, calculations, and other original documents produced by WR&D for the Project ("WR&D's Work Product"), are instruments of services and shall remain the property of WR&D, except where by law or governmental requirement or prior agreement, all or some portion of WR&D's Work Product becomes property of the Client. Upon payment of WR&D's fees and costs as provided in this Agreement, Client shall receive the limited right to use WR&D's Work Product solely for the specific project covered by this Agreement. Where some ownership interest in WR&D's Work Product is transferred to others, the use of such WR&D Work Product shall be limited to the Project and WR&D shall not be responsible for changes in or interpretation of such Work Product by others.

Reduction in Services: WR&D's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce WR&D's scope of services, Client hereby agrees to release, hold harmless, defend, and indemnify WR&D from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

Additional Services: Should WR&D's original Scope of Work change, or additional services or other changes be requested by Client, a written request for additional services will be forwarded by WR&D to Client. Client shall respond to the request for additional services within five business days. If Client does not respond in that time, WR&D may, at its sole discretion, notify Client that the additional services have been incorporated into the Agreement and proceed with the work as then amended.

Terms and Conditions of Offer - 1

Attachment "A"

Client initial _____

11.c6

Additional services are those items which arise as a result of unforeseen circumstances during the design or construction phase of the project, those items which are not reasonably incidental to or specifically mentioned under the scope of proposed services outlined above, issues contrary to reasonable WR&D assumptions or Client changes in direction or approval. All such additional services will be billed on a time and expense basis in accordance with WR&D's then prevailing Standard Billing Rates (current copy enclosed) or in accordance with separate fee arrangements.

The proposed fees do not include fees assessed by agencies as a result of obtaining information, plans, existing conditions, etc. in order to accomplish the Scope of Work. These will be considered reimbursable expenses should they occur.

These Terms and Conditions shall apply to all additional services provided by WR&D for Client as well as any other services provided by WR&D for the Project.

Alternative Design Services: Requests by Client to redesign a previously approved design, or provide design alternatives for any purpose including, but not limited to, reduction in anticipated construction costs, the use of alternate materials, constructability issues to facilitate the contractor's means and methods, or schedule accommodations, shall be deemed beyond the Scope of Work and considered Alternative Design Services. These services will be considered Additional Services should they occur and be billed on a time and expense basis in accordance with our prevailing Standard Billing Rates or in accordance with separate fee arrangements.

Inspection & Maintenance: Client and WR&D agree that inspection, maintenance, and normal repair are the exclusive obligation of the owner of a structure. WR&D shall have no responsibility for the inspection, maintenance, and normal repair of any portion of the project, and shall have no financial or other responsibility for damages arising out of the failure to inspect, maintain, or repair the Project.

Prompt Payment: If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and WR&D may at any time, and without waiving any other claim against the Client and without incurring any liability whatever to the Client or others, suspend this Agreement, or terminate this Agreement. The Client agrees to release WR&D from any consequences of such suspension or termination of services due to the Client's non-payment of WR&D's fees and to indemnify Architect from any claims arising therefrom. Service charges of 1.5% per month shall accrue on all unpaid invoice amounts sixty (60) days after date of invoice unless prior arrangements have been made.

Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify, WR&D in writing within ten calendar days of receipt of such invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Service charges of 1.5% per month (18% annum) shall be paid by the Client on all disputed Invoiced amounts resolved in WR&D's favor and unpaid for more than sixty (60) calendar days after date of submission.

WR&D's invoices shall not be subject to unilateral discounting or set-offs by the Client. Client may not backcharge or withhold payment from WR&D as an offset to damages or construction costs except to the extent the fees at issue were deficient or negligent. Payment is due regardless of suspension or termination of the Agreement by either party.

Attorneys Fees: In the event legal action is necessary to enforce the payment provisions of this Agreement, WR&D shall be entitled to collect from the Client in addition to any judgment or settlement sums due, all attorney's fees, court costs up to a maximum of \$50,000 and expenses incurred by WR&D in connection therewith and, in addition, the reasonable value of WR&D's time and expense spent in connection with such action, computed at WR&D's prevailing fee schedule and expense policies. All such claims shall be adjudicated in the County of Monterey, California.

Terms and Conditions of Offer - 2

Attachment "A"

Client initial _____

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Contractors & Subcontractors: Client recognizes that contractor and subcontractors will be in control of the Project site and exclusively responsible for construction means, methods, schedule, and jobsite safety. Accordingly, Client shall require all contractors and subcontractors to defend, indemnify, and hold harmless Client and WR&D from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by WR&D's sole negligence or willful misconduct. In support of this obligation, Client shall require all contractors and subcontractors to include Client and WR&D as additional insureds under its insurance policies applicable to the Project. WR&D shall not be responsible for damages, losses, costs, or claims caused by contractors or subcontractors, except only to the extent caused by WR&D's sole negligence.

Client Retained Consultants: Where Client has directly retained other consultants, Client agrees that it shall not seek to hold WR&D responsible for errors, omissions, or other wrongful acts of such other consultants except to the extent of WR&D's proportionate responsibility for such claims, damages, or losses, or to the extent subconsultants' insurance and other resources are inadequate to respond to the claim. Client shall also require all such consultants to appropriate professional and general liability insurance.

Client Provided Data: WR&D shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to WR&D such information as is available to the Client and the Client's consultants and contractors, and WR&D shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for WR&D to assure the sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client waives any claim against WR&D and agrees to defend, indemnify and hold WR&D harmless from any claim or liability for injury or loss arising or allegedly arising from error, omissions or inaccuracies in documents or other information provided by the Client to WR&D.

In as much as the remodeling and/or rehabilitation of existing facilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the facility; the Clients agrees that, except for negligence on the part of WR&D, the Client shall hold harmless, indemnify and defend WR&D from and against any and all claims arising out of existing conditions in the facility.

Cost Opinions: Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilization considerations of operations and maintenance costs prepared by WR&D hereunder will be made on the basis of experience and qualifications and represent WR&D's judgment as an experienced and qualified design professional. It is recognized, however, that WR&D does not have control over the cost of labor, material, equipment or services furnished by others or other market conditions or contractor's methods of determining prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the report of necessity be speculative. Accordingly, WR&D does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support: When applicable per the Scope of Work, Construction Support services performed by WR&D, whether of material or work, and whether performed prior to, during, or after completion of construction, shall be performed solely to the purpose of assisting in quality control and general conformance with contract drawing and specifications. By providing such services WR&D does not guarantee contractor's performance or the construction. Such services are not intended to create rights or benefits in the contractor. These services shall be distinguished from inspection services which are furnished by others. The furnishing of construction support services by WR&D shall not be construed as supervision of actual construction. WR&D shall not be responsible for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review: When applicable per the Scope of Work, WR&D shall review and take appropriate action on shop drawings, product data samples and other submittals required by the Contract Documents. Such review is not intended for the contractor's benefits or reliance and shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication process, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. WR&D may rely on the representations of other professionals and suppliers included as a part of the submittal except to the extent WR&D has actual knowledge that it is incorrect. WR&D review shall be conducted with the reasonable promptness consistent with sound professional practice. Review of a specification item shall not indicate acceptance of an assembly of which the item is a component. WR&D shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the contractor, nor shall WR&D be required to review partial submission or those for which submissions for correlated items have not been received.

Construction Observation: When applicable per the Scope of Work, WR&D shall visit the site at contractually agreed to intervals, or as otherwise requested and agreed to in writing by the Client and WR&D, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow WR&D, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Such visits and observations are provided as part of the service to the client and are not intended for the contractors' benefit or reliance. Based on this general observation, WR&D shall keep the Client informed about the progress of the Work and shall endeavor to protect the Client against deficiencies in the Work. If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by WR&D as Additional Services in accordance with the terms of this Agreement.

WR&D shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

WR&D shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. WR&D does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Asbestos and Toxins: WR&D shall have no responsibility for the discovery, presence, handling, removal or disposal or, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, PCB's or other toxic substances.

Delays: WR&D agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that WR&D's performance must be governed by sound architectural practices. Additionally, WR&D is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove WR&D work promptly, by reason of delay or faulty performance by Client, other contractors or governmental agencies, or any other causes beyond WR&D reasonable control.

Suspension of Services: In the event of suspension of work on the project, in excess of 50 days, for any reason, Client will be subject to a remobilization fee to reengage team members on the project. This remobilization fee will be equal to twenty percent of the remaining fee on the contract.

Termination of Services: Either WR&D or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Upon such termination, WR&D shall submit a request for payment for all services rendered and all cost incurred up to the date of termination. The Client shall, within ten (10) days of receiving WR&D's request for payment pay WR&D unpaid costs in accordance with the compensation provisions of the Agreement.

Terms and Conditions of Offer - 4

Attachment "A"

Client initial _____

11.c9

Indemnification: The Client shall indemnify, defend and hold WR&D harmless from all claims, damages, losses and expenses (including reasonable attorney's fees) resulting the Project, except to the extent such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of WR&D, anyone directly or indirectly employed by WR&D or anyone for whose acts WR&D may be liable.

Mediation: All claims and disputes regarding this agreement shall be submitted to non-binding mediation under the auspices of a mediation service experienced in construction claims prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. Mediation arising out of or relating to this agreement may include, by consolidation, joinder or in any voluntary manner, any additional person not a party to this agreement by mutual agreement of the parties.

Any consent to mediation involving an additional person or persons shall not constitute consent to mediate any dispute not described therein. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to be the parties to this agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

Arbitration: At the option of WR&D, any dispute arising under this agreement or arising from performance of services under this agreement shall be submitted to arbitration, and such arbitration shall be governed by the provision of the California Arbitration Act.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and WR&D, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WR&D, its employees and consultants, to the Client and all others for any and all injuries, claims, losses, expenses, damages or claim expenses, including attorneys' fees and costs and expert witness fees and costs, arising out of this Agreement or the Project so that the total aggregate liability of WR&D to the Client and all others shall not exceed Architect's total fees for this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Such causes include, but are not limited to, WR&D's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Consequential Damages: In no event shall WR&D be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or nonprofessional.

Time Limits of Recovery: All legal actions by either party against the other for breach of this agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based upon such breach or failure shall be barred one (1) year from the time claimant knew or should have known of its claim, but, in any event not later than two (2) years from the substantial completion of Architect's services.

Work Product: WR&D shall have no responsibility for any consequences resulting from a modification to or use of his work product not contemplated by this Agreement or approved in writing by the WR&D.

Successors and Assigns: This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties, partners, successors, executors, administrators and authorized assigns.

Restriction of Use: WR&D's opinions and reports are made for the sole use of the Client. They are not to be provided to any person or entity without express written consent of WR&D and shall not be mentioned, communicated, disclosed or referred to in any offering, circular, loan application, or real estate sales transaction without the express written authorization of WR&D. Client shall defend, indemnify and hold harmless WR&D and its employees, from and against any and all claims prosecuted by, or damages or liability owed to any person or entity relying upon the reports or opinions of WR&D unless WR&D expressly authorized, in writing, the distribution of such reports or opinions to such person or entity.

Any person or entity provided with the opinions or report of WR&D shall, as a condition to receiving such opinions or report agree to be bound to the limitation of liability and indemnity provisions of the Agreement such that the aggregate liability of Architect to Client and to such person or entity receiving WR&D's opinions or reports, shall not exceed the amount set forth under the Risk Allocation Paragraph.

Entire Agreement: This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

Modifications: No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Severability: Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be binding upon the parties.

Terms and Conditions of Offer - 6

Attachment "A"

Client initial _____

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