

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
JANUARY 26, 2007 (Fourth Friday of Each Month)  
\*SANTA CRUZ CITY COUNCIL CHAMBERS\*  
\*809 CENTER STREET\*  
SANTA CRUZ, CALIFORNIA  
9:00 a.m. – 12:00 p.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM)

## **NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER**

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

1. a. ROLL CALL
- b. CONSIDERATION OF:
  - 1) ~~NOMINATION~~ **ELECTION** OF DIRECTORS TO SERVE AS BOARD OFFICERS,
  - 2) ~~NOMINATIONS~~ **ELECTION** FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,
  - 3) ~~NOMINATIONS~~ **ELECTION** FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007

Presented by: Les White, General Manager  
Staff Report: **REVISED REPORT IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
2. ORAL AND WRITTEN COMMUNICATION
  - a. Eric M. Re: Service Suggestion
  - b. Larry D. Mungiola Re: Working Conditions
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### **CONSENT AGENDA**

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 8 & 15, 2006 AND SPECIAL MEETING MINUTES OF DECEMBER 15, 2006  
Minutes: Attached
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2006  
Report: Attached

- 5-3. ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT  
Report: **PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET**
- 5-4. CONSIDERATION OF TORT CLAIMS: NONE  
**DENY THE CLAIM OF VICTOR DIAZ ORTIZ, CLAIM #06-0040;**  
**DENY THE CLAIM OF ANGELITA ARREDONTO, CLAIM #06-0041;**  
**DENY THE CLAIM OF VICTOR PAUL WADKINS, CLAIM #07-0002;**  
**DENY THE CLAIM OF COUNTY OF SANTA CRUZ, CLAIM #07-0003;**
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 17, 2007 AND MINUTES OF NOVEMBER 15, 2006  
Agenda/Minutes: Attached
- 5-6. **DELETED: WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET**  
(ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS)
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2006  
Report: Attached
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2006  
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006  
Staff Report: **NOVEMBER REPORT WILL BE DISTRIBUTED AT THE JANUARY 26, 2007 BOARD MEETING**
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2006 MEETING(S)  
Staff report: Attached
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT  
Staff Report: Attached
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES  
Staff Report: Attached

- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES  
Staff Report: Attached
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SONS TIRES FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES  
Staff Report: Attached
- 5-15. **DELETED: ACTION TAKEN AT THE JANUARY 12, 2007 BOARD MEETING**  
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE)
- 5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS  
Staff Report: Attached
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY  
**(Moved to Consent Agenda at the January 12, 2007 Board Meeting. Retained original numbering as Item #10)**
- 5-18. **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006**  
Staff Report: **IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**

#### REGULAR AGENDA

6. **DELETED: THERE WERE NO EMPLOYEE ANNIVERSARIES IN DECEMBER**  
(PRESENTATION OF EMPLOYEE LONGEVITY AWARDS)
7. PRESENTATION OF RESOLUTION OF APPRECIATION TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented By: Board Chair  
Resolution: Attached
8. **PUBLIC HEARING:** CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2007  
Presented By: Mark Dorfman, Assistant General Manager  
Staff Report: Attached

9. **DELETED: ACTION TAKEN AT THE JANUARY 12, 2007 BOARD MEETING**  
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS)
10. **MOVED TO CONSENT AGENDA AS ITEM #5-17**
11. **CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET**  
Presented By: Elisabeth Ross, Finance Manager Advisor  
Staff Report: **IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
12. **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS**  
Presented By: Robyn Slater, Human Resources Manager  
Staff Report: **IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
13. **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT**  
Presented By: Robyn Slater, Human Resources Manager  
Staff Report: **IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
14. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT**  
Presented By: Les White, General Manager  
Staff Report: **IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Pursuant to Government Code Section 54956.8)
  - a. Property: 110 Vernon Street, Santa Cruz, CA  
Negotiating parties: Leslie R. White for SCMTD  
Randy Parker, J.R. Parrish, Negotiator for Paul Broughton, Owner of 110 Vernon Street  
Under Negotiation: Price and Terms

## **SECTION III: RECONVENE TO OPEN SESSION**



17. REPORT OF CLOSED SESSION

**ADJOURN**

**NOTICE TO PUBLIC**

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

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

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

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 26, 2007

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE JANUARY 26, 2007 BOARD MEETING AGENDA

## REPLACE ITEM #1b

CONSIDERATION OF:

- 1) NOMINATION **ELECTION** OF DIRECTORS TO SERVE AS BOARD OFFICERS,
- 2) NOMINATIONS **ELECTION** FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,
- 3) NOMINATIONS **ELECTION** FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, AND  
(Replace original Staff Report with REVISED Staff Report)

## SECTION I:

### OPEN SESSION:

### CONSENT AGENDA:

- REVISE ITEM #5-3** ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT  
(Page 1 of the December 2006 Ridership Report will be included in the February 2007 Board Packet)
- ADD TO ITEM #5-4** CONSIDERATION OF TORT CLAIMS  
(Insert Claims #06-0040, #06-0041, #07-0002, and #07-0003)
- DELETE ITEM #5-6** ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS  
(Deleted: Will be included in the February 2007 Board Packet)
- ADD TO ITEM #5-9** ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006  
(November Report will be distributed at the January 26, 2007 Board Meeting)
- DELETE ITEM #5-15** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE  
(Deleted: Action taken at the January 12, 2007 Board Meeting)

- ADD ITEM #5-18**                    **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006**  
**(Insert Staff Report)**
- DELETE ITEM #9**                    CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS  
**(Deleted: Action taken at the January 12, 2007 Board Meeting)**
- ADD ITEM # 11**                    **CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET**  
**(Insert Staff Report)**
- ADD ITEM #12**                    **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS**  
**(Insert Staff Report)**
- ADD ITEM #13**                    **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT**  
**(Insert Staff Report)**
- ADD ITEM #14**                    **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT**  
**(Insert Staff Report)**

 **REVISED**  
**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**DATE:** January 26, 2007

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF:**

- 1) **ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) **ELECTION OF APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) **ELECTION OF REPRESENTATIVES AND ALTERNATES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION.**

**I. RECOMMENDED ACTION**

**That the Board of Directors elect individuals to the positions of Board Chair, Vice Chair, Representative and Alternate to the Highway 1 Construction Authority, and Representatives and Alternates for the Santa Cruz County Regional Transportation Commission for 2007.**

**II. SUMMARY OF ISSUES**

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually elect individuals to the positions of Chair and Vice Chair.
- It is necessary for the Board of Directors to elect individuals to represent METRO on the Board of Directors of the Highway 1 Construction Authority (HCA).
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) it is necessary that the Board of Directors elect individuals to the three positions and three alternate positions that are provided for METRO.
- Elections for the positions referenced in this Staff Report are scheduled to be held at the beginning of the January 27, 2006 Board of Directors meeting.

**III. DISCUSSION**

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, HCA appointees, and SCCRTC appointees expire in January 2007. The METRO Bylaws provide that the Board of Directors shall identify nominees to be considered for election to the positions herein referenced.

 **REVISED**

1-b.1



Staff recommends that the Board of Directors elect members to the positions of Chair, Vice Chair, HCA appointee and alternate, and SCCRTC appointees and alternates. On January 12, 2007 the Board of Directors identified a list of nominees to be considered for the positions identified in this Staff Report. In accordance with the METRO Bylaws, nominations remain open until the positions are filled through election. The list of nominees identified on January 12, 2007 is attached to this Staff Report. The election for the referenced positions is scheduled to be held January 27, 2006.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2006/2007 Operating Budget.

#### **V. ATTACHMENTS**

Attachment A: Board Nominees January 12, 2007



1-b.2

# ATTACHMENT A

## Board Nominees January 12, 2007

### Chair

Director Tavantzis

### Vice Chair

Director Beautz

### SCCRTC Representatives

Director Spence  
Director Tavantzis  
Director Bustichi

### SCCRTC Alternates (in order)

Director Skillicorn  
Director Hagen  
Director Hinkle

### HCA Representative

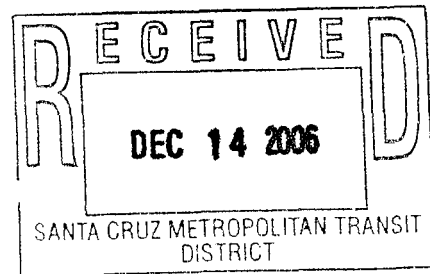
Director Tavantzis

### HCA Alternate

Director Bustichi

1-b.a1

819 Pinehurst Dr.  
Aptos, CA 75003  
December 8, 2006



Mr. Michael Rotkin  
Administrative Services Coordinator  
Santa Cruz Metropolitan Transit District  
370 Encinal  
Suite 100  
Santa Cruz CA, 95060

Dear Mr. Rotkin,

I am a 6<sup>th</sup> grader at Rio Del Mar school in Aptos. I am concerned about the huge public buses that only have two to three people on them. I think it is a waste of energy and money.

I know that sometimes the buses get crowded at UCSC and Capitola around rush hour. But wouldn't it be better if Santa Cruz could have smaller public buses that go in areas where not very many people ride the bus, I think that would be better than our current system with huge buses with very few people in them.

Please contact me soon and tell me what you think about my idea, thank you.

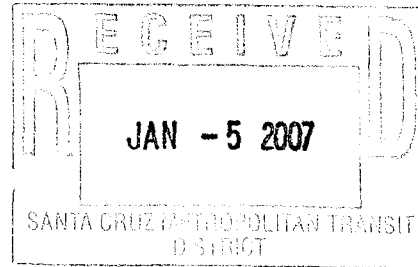
Sincerely

A handwritten signature in cursive script that reads "Eric M.".

Eric M.

2-a.1

DATE: January, 2007  
TO: SCMTD, Board of Directors  
FROM: Larry D. Mungoli  
SUBJECT: Working Conditions



"In any organization, the man at the top must bear the responsibility."  
President Richard M. Nixon (1973)

In 1997 a new General Manager was taking over the helm at SCMTD, and I was in my seventeenth year as a Bus Operator. Having felt slighted during those years, by both the Union and Management about our working conditions, I decided to act directly and circulated a petition to address major concerns. I presented it to the new General Manager, UTU officials, as well as the Board of Directors. Of the 134 Bus Operators I approached, only two refused to sign. Looking over the signatures today, I find 38 of us are still driving, 8 are working within SEIU, and two are in Management. Much to my dismay, the main concerns in the 1997 petition are valid in 2007!

When I hear Management or Bus Operators blame the Industrial Welfare Commission Wage Order (IWC) for the current state we are in, or express a longing for "straight shifts", I realize they do not know past history or perhaps they are refusing to acknowledge the facts. Let's be clear here, the District was not blind sighted by the IWC regulation. They had ample time to prepare financially and professionally to create satisfactory work that would fulfill both the requirements of the IWC and the needs of our passengers.

Many assumptions can be made as to why our work world remains in disarray. I realize the nature of the industry does not allow for 100% efficiency due to the unpredictable situations we as Bus Operators encounter during a run or shift. However, when the driver and passenger dissatisfaction continues year after year, then I think we have to look deeper and ask some very hard and uncomfortable, but nonetheless pertinent questions. So now, after nearly 27 years of driving at SCMTD, I believe those making these decisions must be asked the following: "Do you really care about providing safe, professional, and reliable service?"

When work is created that has Drivers arriving and departing at the same time, it illustrates how out of touch some in our organization are, or perhaps the disdain they have for Bus Operators as well as for our passengers. It does not take long before a new Bus Operator realizes the work they are asked to perform on many blocks is sometimes impossible. Likewise, what is printed in the "Headways" is not a realistic representation of actual drive times. One also quickly learns that as Drivers, we are on the front line

2-b.1



when it comes to hearing about such concerns from our passengers. Often our passengers have legitimate reasons to be upset as their expectations of a reliable bus system collapse, impacting their ability to meet their personal and professional obligations consistently. I believe it should be noted that unrealistic scheduling can, and does, lead to extremely frustrated passengers who sometimes instigate confrontations with Drivers. I also believe that Management must examine where the ultimate responsibility resides for misleading passengers, frustrating passengers, and expecting Drivers to take the full brunt of scheduling failures and passenger reactions.

When in Management, it is much more glamorous to be judged by your peers for the shiny new buses or the brand new buildings versus "on-time performance" or creating and supporting a respected and content workforce. It takes the leadership in any organization to set the tone and make these hard and sometimes unpopular decisions for the good of all. As of yet, I rarely see those responsible taking decisive and positive action to improve either service or work conditions. It appears to be a combination of misguided priorities and ineptitude.

I know there are contractual systems in place to address such concerns, but over the years, neither the Union nor the District has enforced such language. Consequently, I urge everyone to read and familiarize themselves with article 35, "OPERATING POLICY" in the UTU Labor Agreement. I realize the Service Review Committee, which is made up of UTU, SEIU, and Management, can play a vital role in making constructive, positive changes. However, I feel the Service Review Committee is not being utilized to its fullest potential. Additionally, I believe a method needs to be put in place to measure, evaluate, and correct "on-time performance" issues as they arise.

While inefficient routing, interlining, and running times have been of great concern for many years, I believe the current situation is particularly problematic. I can not help but wonder if the unresolved feelings and issues of the 2005 Strike have had an impact on the quality of the work being designed for us. I understand the '05 Strike can be an uncomfortable subject for everyone involved, but the Board of Directors and Management must realize the lingering effect that resides in our work place. The '05 Strike had a crippling effect on our passengers, and the relationship between Drivers and Management remains greatly strained. As a Bus Operator, I was embarrassed, shamed, and hurt by the actions of many of us at SCMTD.

I do not know what distresses me more; those in charge (Board of Directors) who do not know the extent of the dysfunctional service and low morale at SCMTD or those who do know (Management) and choose to do nothing about it! I am somewhat fearful of retaliation for being at odds with the administration. However, my experience of both strikes at SCMTD, in combination with my impeccable work record, my knowledge of Metro history, and my love for the community compels me to speak out.

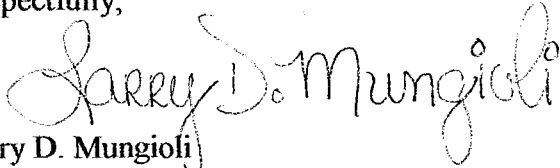
I believe an organization must have a unified stance and firm commitment if it is to be successful. Therefore, I hope my concerns are received with open minds and a willingness to bring about safe, professional, and reliable service. I also hope that we can

2-b.2

work together to restore the "family atmosphere" that was once shared by many at SCMTD!

Thank you for your time and consideration,

Respectfully,

A handwritten signature in black ink that reads "Larry D. Mungioni". The signature is written in a cursive style with a large, looped initial "L".

Larry D. Mungioni  
UTU Bus Operator

October 1997

The following Bus Operators would like to alert S.C.M.T.D. Board of Directors, S.C.M.T.D. Management and U.T.U. Officials of unsafe, unhealthy and unacceptable working conditions.

Due to the overall growth throughout the county, traffic concerns (stop signs, traffic signals, speed bumps, construction), increases in ridership, passengers with special needs, bike racks and outdated equipment, many blocks are inefficient in their routing, interlining and certainly their running times. Despite the above reasons that have caused our working conditions to deteriorate, it has been years since many routes have been reevaluated or updated to alleviate "overcrowded runs" and to insure "realistic time points" and "sufficient running times". Also, many operators drive their entire shift without a scheduled restroom or food break. Not only does the aforementioned adversely affect the operators, but the public as well, causing confusion, frustration and misunderstanding.

For the safety of both the public and operators, along with our well being, we ask the above to look into this matter and to find an acceptable solution so that we can continue to give Santa Cruz County safe, professional and courteous service.

Respectfully,

2-b.4

◦ SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 9, 1997

TO: Service Review Committee

FROM: Leslie R. White, General Manager *L*

SUBJECT: Petition

Attached to this memo please find a copy of a petition submitted to me by bus operator Larry Munglioli. The petition is signed by the majority of Metro bus operators and expresses specific concerns about the running times and conditions on some of our routes.

The purpose of this memo is to request that the Service Review Committee undertake an examination of our routes to determine if adjustment in running time is necessary. This review should include consideration of "comfort stop locations" where bus operators can use restroom facilities and also should include the consideration of variable running times to reflect traffic and passenger conditions.

The petition also references times for meals. The issue of meal times can influence the construction of blocks of service and therefore, is subject to contractual provisions. However, if there is a desire to address this issue in the construction of work I would appreciate hearing recommendations from the Service Review Committee. Any such modifications would require substantial discussions with the UTU.

I believe that the review of our service should also be addressed the short term and long term needs. It is important that we have a clear understanding of both our capital and service needs so that we can develop a strategic financing plan, which identifies and prioritizes what items we can implement and when.

Your assistance in undertaking the review which I am requesting is appreciated. I realize that this request will involve a major expenditure of time and effort. It is necessary to obtain consulting service to provide assistance, I would appreciate you letting me know at the earliest possible time. As we fill some of the vacant staff positions, assistance should be forthcoming in that area as well. I look forward to working with each of you on this project. If you have any questions with regard to this matter please contact me.

CC: Mark Dorfman  
Judy Souza  
~~Metro Bus Operators~~

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**December 8, 2006**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 8, 2006 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Tavantzis called the meeting to order at 9:01 a.m.

**SECTION 1: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

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

**DIRECTORS ABSENT**

Mike Keogh  
Ex-Officio Wes Scott

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Asst. General Manager  
Mary Ferrick, Base Superintendent  
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager  
Robyn Slater, Human Resources Manager  
Tom Stickel, Maintenance Manager  
Les White, General Manager

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

Scott Galloway, Mgmt. Retiree  
Bonnie Morr, UTU

Ivan Rusch, Transit User  
Robert Yount, MAC Chair

**DIRECTOR STONE ARRIVED**

**2. ORAL AND WRITTEN COMMUNICATION**

**Written:**

- |    |                |     |                    |
|----|----------------|-----|--------------------|
| a. | Louise Barnes  | Re: | Service Complaint  |
| b. | Carolyn Kubaki | Re: | Photo ID Complaint |

**5-1.1**

- c. Bonnie Morr, UTU Re: Labor Agreement Article 35.03

Oral:

Ivan Rusch, Transit User, praised Bus Driver #452 and asked when additional 3-bike racks would be installed on METRO's buses. Director Rotkin requested Mr. Rusch's phone and address and stated he would send a written response to the issue of bike racks.

Director Rotkin referred to a letter from Les White to Bonnie Morr, which was distributed to the Board today, in response to Item #2c on today's Agenda. A copy of the letter is attached to the file copy of these Minutes.

**3. LABOR ORGANIZATION COMMUNICATIONS**

None

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

None

**CONSENT AGENDA**

**5-1. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 13 & 27, NOVEMBER 10 & 17, 2006 AND SPECIAL MINUTES OF OCTOBER 27, 2006**

November minutes will be included in the December 15, 2006 Board Packet  
No questions or comments.

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

No questions or comments.

**5-3. ACCEPT AND FILE NOVEMBER 2006 RIDERSHIP REPORT**

Pages 1 & 4 of the Ridership Report will be included in the January 2007 Board Packet.  
No questions or comments.

**5-4. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF JAMES SCHNEEBERGER, CLAIM #06-0038;  
DENY THE CLAIM OF KEN BAUER, CLAIM #06-0039**

No questions or comments.

**5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR DECEMBER 20, 2006 AND MINUTES OF OCTOBER 18, 2006**

No questions or comments.

5-1.2

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

Will be included in the December 15, 2006 Board Packet.  
No questions or comments.

**5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2006**

Will be included in the December 15, 2006 Board Packet  
No questions or comments.

**5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2006**

Director Rotkin asked what was being done to address the increase in Excessively late/missed Trips listed on page #5-8.2 and asked for a report back on progress to remedy the issue. Director Rotkin requested clarification on the description of ParaCruz Driver Cost Per Ride. Steve Paulson stated that the numbers in the report represent the cost to provide the service including fuel, equipment and supplies. Mr. Paulson stated that the row was used for comparison to Supplemental Providers.

**5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF OCTOBER 2006**

Will be included in the December 15, 2006 Board Packet  
No questions or comments.

**5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2006 MEETING(S)**

No questions or comments.

**5-11. ACCEPT AND FILE METROBASE STATUS REPORT**

Frank Cheng invited the Board Members to a tour of the MetroBase facilities to observe and inspect progress. The date for the tour is January 26, 2007 and will be conducted after the regular Board Meeting.

**5-12. ACCEPT AND FILE NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION REGARDING CLAIM OF USAA INSURANCE (SUBROGATING FOR MARY GOOVARS)**

No questions or comments.

5-1.3

**5-13. CONSIDERATION OF ADOPTION OF THE REVISED EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN**

**Discussion:**

Director Rotkin asked what SCMTD is doing to promote and increase in the declining female employee appointments reflected on page #5-13.a12. Robyn Slater stated that Human Resources is doing outreach including job fairs to increase the female population and that METRO had just completed recruitment for both fixed-route and paratransit operators, with another Bus Operator recruitment to begin after the first of the year. Mark Dorfman stated that advertising space on the outside of the buses will be used to promote available job positions.

Director Rotkin asked if the level of training affected the rate of separations for minority employees, listed on page #5-13.a13. Les White stated that several factors contribute to the report and that Staff would look into this issue and report back to the Board.

**5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKERS COMPENSATION**

No questions or comments.

**5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAROLYN CHANEY AND ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES**

No questions or comments.

**5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH EVERGREEN OIL FOR HAZARDOUS WASTE REMOVAL SERVICES**

Director Spence asked what the total amount of the contract was. Tom Stickel said he did not have it with him but would provide her with the information.

**5-17. CONSIDERATION OF PROCEDURES IN PLACE AT METRO TO HANDLE CUSTOMER COMPLAINTS**

Director Spence brought attention to an incorrect phone number for ParaCruz in the Staff Report. The correct number is (831) 425-4664.

**5-18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 3-YEAR LEASE FOR THE WATSONVILLE TRANSIT CENTER KIOSK SPACE #5 WITH JOSE VILLA DBA LA MANCHA**

No questions or comments.

5-1.4



**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

This presentation will take place at the December 15, 2006 Board Meeting

**7. PUBLIC HEARING: CONSIDERATION OF MODIFICATIONS TO THE CONFLICT OF INTEREST CODE OF THE SANTA CRUZ METRO TRANSIT DISTRICT**

Public hearing will take place at 9:00 a.m. at the December 15, 2006 Board Meeting  
No questions or comments.

**8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE OPTION TO PURCHASE EIGHT (8) 40-FOOT COMPRESSED NATURAL GAS BUSES FROM THE CITY OF CULVER CITY WITH NEW FLYER OF AMERICA**

**Summary:**

Mark Dorfman described the financial and time saving advantages of purchasing these buses by this means, which is referred to as “piggy-back” purchasing.

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY**

**Authorize the General Manager to execute the option from the City of Culver City for the purchase of eight (8) Compressed Natural Gas 40-foot low-floor transit buses and be authorized to take all necessary steps to negotiate and sign a contract with New Flyer of America and the City of Culver City to purchase these eight (8) buses**

Motion passed unanimously with Director Keogh being absent.

**9. CONSIDERATION OF ACCEPTANCE OF FINANCIAL STATEMENTS AND REPORT OF INDEPENDENT AUDITOR FOR YEAR ENDING JUNE 30, 2006**

No questions or comments.

**10. CONSIDERATION OF APPROVAL OF RESOLUTION REVISING FY 06-07 BUDGET**

Will be included in the December 15, 2006 Board Packet  
No questions or comments.

**11. CONSIDERATION OF APPROVAL OF 2007 STATE LEGISLATIVE PROGRAM**

**Summary:**

Les White reported that with passage of Propositions 1A, 1B and 1C, METRO’s focus will be on how the general obligation bonds will be sold to in order to provide predictable funding for its transportation projects. Mr. White also spoke about reactivating the “Yield to Bus” program.

**5-1.5**

**12. CONSIDERATION OF APPROVAL OF 2007 FEDERAL LEGISLATIVE PROGRAM**

No questions or comments.

**13. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION:**

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding one case of anticipated litigation and a conference with its Labor Negotiators regarding SEIU, Local 415 and UTU, Local 23, Fixed Route.

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

Bonnie Morr, UTU expressed concern that Louise Barnes' address information is continually made public via the Board Packets. Ms. Morr stated that her concern was due to Louise Barnes' age and the content of her letters. Margaret Gallagher stated that in January of 2007 the issue of protecting employee identifying information is going to be discussed and that it might be possible to include members of the public to create a clear policy.

Scott Galloway, Management Retiree, urged the Board to give him fair consideration regarding his interpretation of his separation agreement benefits and urged the Board to restore his vested benefits.

**SECTION II: CLOSED SESSION**

Vice Chair Tavantzis adjourned to Closed Session at 9:40 a.m. and reconvened to Open Session at 10:47 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**15. REPORT OF CLOSED SESSION**

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

**ADJOURN**

There being no further business, Vice Chair Tavantzis adjourned the meeting at 10:47 a.m.

Respectfully submitted,



DALE HAMILTON  
Administrative Assistant

5-1.6

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

December 15, 2006

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 15, 2006 at the Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA

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

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

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

#### DIRECTORS ABSENT

Jan Beautz  
Emily Reilly  
Ex-Officio Wes Scott

#### STAFF PRESENT

Ciro Aguirre, Operations Manager  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Asst. General Manager  
Mary Ferrick, Base Superintendent  
Terry Gale, IT Manager  
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager  
Robyn Slater, Human Resources Manager  
Tom Stickel, Maintenance Manager  
Les White, General Manager

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

Glenn Bartz, Sr. Facilities Maint. Worker  
Margaret Blair, Transit User  
Diana Bojeczko, Accounting Technician  
Rosa Dinatale, Transit User  
Sandra Lipperd, UTU  
Sue Luna, Accounting Technician

John Mellon, VMU  
Dave Moreau, PSA  
Joy Olander, Accounting Technician  
Thomas Reeve, PhD  
Sylvia Rogers, Payroll and Benefits Coord.  
Emery Ross, Management Retiree  
Amy Weiss, Spanish Interpreter

5-1.7

**ITEMS #13, 14, AND 15 WERE TAKEN OUT OF ORDER**

**13. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES GLENN BARTZ AS SENIOR FACILITIES MAINTENANCE WORKER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR NICOL SECOND: DIRECTOR STONE**

**Adopt Resolution of appreciation for the services of Glenn Bartz as Senior Facilities Maintenance Worker for the Santa Cruz Metropolitan Transit District**

Chair Rotkin presented Glenn Bartz, Sr. Facilities Maintenance Worker, with a Plaque of Appreciation from the Santa Cruz Metropolitan Transit District and thanked Mr. Bartz for his years of service. Mr. Bartz accepted the award and thanked SCMTD for his years of employment.

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

**14. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF SYLVIA ROGERS AS PAYROLL AND BENEFITS COORDINATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR TAVANTZIS**

**Adopt Resolution of appreciation for the services of Sylvia Rogers as Payroll and Benefits Coordinator for the Santa Cruz Metropolitan Transit District**

Chair Rotkin presented Sylvia Rogers, Payroll and Benefits Coordinator, with a Plaque of Appreciation from the Santa Cruz Metropolitan Transit District and thanked Ms. Rogers for her years of service. Ms. Rogers accepted the award and thanked SCMTD for her years of employment.

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

**15. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ELISABETH ROSS AS FINANCE MANAGER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Chair Rotkin presented Elisabeth Ross, Finance Manager with a Plaque of Appreciation from the Santa Cruz Metropolitan Transit District and thanked Ms. Ross for her years of service. Ms. Ross accepted the award and thanked SCMTD for her years of employment. Director Tavantzis read a statement provided by Paul Marcelin-Sampson, who was unable to attend, thanking Ms. Ross for her service to SCMTD.

**5-1.8**

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR STONE**

**Adopt Resolution of appreciation for the services of Elisabeth Ross as Finance Manager for the Santa Cruz Metropolitan Transit District**

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

In recognition of the three Resolution of Appreciation Award recipients, who will be retiring from METRO this month, Chair Rotkin invited all attendees to participate in the refreshments and took a brief Recess at 9:20 a.m. and reconvened to Open Session at 9:33 a.m.

**2. ORAL AND WRITTEN COMMUNICATION**

Written:

- |    |                  |                                   |
|----|------------------|-----------------------------------|
| a. | Louise Barnes    | Re: Service Complaint             |
| b. | Carolyn Kubaki   | Re: Photo ID Complaint            |
| c. | Bonnie Morr, UTU | Re: Labor Agreement Article 35.03 |

Mr. White reported a letter had been received from the Santa Cruz County Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee (E&D TAC), which was distributed to the Board today and is attached to the file copy of these minutes. The letter states that E&D TAC endorses a modification to Route 66 to reinstate transit service in the Gault/Frederick Street area.

Chair Rotkin reported that he had received a letter from Howard Mason concerning ParaCruz services, and a letter from Sue Wilson, a.k.a. "Grandma Sue" requesting transit service in the Gault/Frederick Street area.

Chair Rotkin noted that several members of the public were in attendance from La Posada and Gault Street Senior Housing to speak on providing direct transit service on Routes 65 or 66 in the Gault/Frederick Street area.

Tom Reeve, whose father lives at La Posada, stated he would be speaking for the group. Mr. Reeve distributed a proposal to modify Route 66, which is attached to the file copy of these minutes. Mr. Reeve urged the Board to consider the Route 66 modification, which E&D TAC has endorsed, or to reinstate Route 65 in order to directly serve the senior facilities in the Gault/Frederick Street area.

Rosa Dinatale, Transit User, gave a statement that it is dangerous for the elderly to commute on foot to the bus stops on Soquel Avenue and of her interest in having public transit to the La Posada area and the benefits to the public.

Chair Rotkin clarified that the request is to increase service in this area and asked for a show of hands for attendees that supported or opposed this issue. The approximate count was 20 supporters and 0 opponents. Chair Rotkin explained that the Board could not take action on this today and referred it to Staff for a response regarding the possibilities.

5-1.9

**Direction:** Chair Rotkin directed staff to agendize this item for January 2007.

Chair Rotkin took a brief Recess to allow members of the public to exit at 9:45 a.m. and reconvened to Open Session at 9:46 a.m.

**3. LABOR ORGANIZATION COMMUNICATIONS**

Sandra Lipperd, UTU Representative, stated that the United Transportation Union (UTU), Local 23 has sent a response to the General Manager's letter in regard to a current service issue and hopes the Board understands UTU's position. Ms. Lipperd stated that in order to address the current issue of unreliable service to the public the UTU would need the commitment of the Board of Directors and the General Manager. Ms. Lipperd requested that the Board revisit the idea of additional funding for current operational systems.

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

Item #5-7 and a letter from E&D TAC were distributed today and are attached to the file copy of these minutes.

**SECTION I:**

**OPEN SESSION:**

**CONSENT AGENDA:**

- |                         |  |
|-------------------------|--|
| <b>ADD TO ITEM #5-1</b> | APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 13 & 27, NOVEMBER 10 & 17, 2006 AND SPECIAL MINUTES OF OCTOBER 27, 2006<br><b>(Insert November Minutes)</b>         |
| <b>ADD TO ITEM #5-4</b> | CONSIDERATION OF TORT CLAIMS<br><b>(Insert Claim #06-0036)</b>   |
| <b>REVISE ITEM #5-5</b> | ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) <b>REVISED</b> AGENDA FOR DECEMBER 20, 2006 AND MINUTES OF OCTOBER 18, 2006<br><b>(Insert REVISED Agenda)</b>     |
| <b>INSERT ITEM #5-6</b> | ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR SEPTEMBER 2006 AND APPROVAL OF BUDGET TRANSFERS<br><b>(Insert Staff Report)</b>                                     |
| <b>INSERT ITEM #5-7</b> | ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2006<br><b>(Will be distributed at the December 15, 2006 Board Meeting)</b>                                   |
| <b>DELETE ITEM #5-9</b> | ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF OCTOBER 2006<br><b>(Deleted: Will be included in the January 2007 Board Packet)</b> |

5-1.10

**ADD ITEM #5-19**                    **CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS**

(Insert Staff Report)

**ADD ITEM #5-20**                    **CONSIDERATION OF THE REPLACEMENT OF THE POSITION OF FINANCE MANAGER DESIGNATE WITH THE POSITION OF FINANCE MANAGER ADVISOR FOR THE PERIOD BETWEEN JANUARY 2007 AND JUNE 2007**

(Insert Staff Report)

**REGULAR AGENDA:**

**DELETE ITEM #8**

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE OPTION TO PURCHASE EIGHT (8) 40-FOOT COMPRESSED NATURAL GAS BUSES FROM THE CITY OF CULVER CITY WITH NEW FLYER OF AMERICA

(Deleted: Action taken at the December 8, 2006 Board Meeting)

**DELETE ITEM #10**

CONSIDERATION OF APPROVAL OF RESOLUTION REVISING FY 06-07 BUDGET

(Deleted: Will be included in the January 2007 Board Packet)

**ADD ITEM #13**

**CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES GLENN BARTZ AS SENIOR FACILITIES MAINTENANCE WORKER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

(Insert Resolution)

**ADD ITEM #14**

**CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF SYLVIA ROGERS AS PAYROLL AND BENEFITS COORDINATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

(Insert Resolution)

**ADD ITEM #15**

**CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ELISABETH ROSS AS FINANCE MANAGER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

(Insert Resolution)

**CONSENT AGENDA**

**5-1. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 13 & 27, NOVEMBER 10 & 17, 2006 AND SPECIAL MINUTES OF OCTOBER 27, 2006**

**Minutes:**

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

**5-3. ACCEPT AND FILE NOVEMBER 2006 RIDERSHIP REPORT**

**5-4. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF JAMES SCHNEEBERGER, CLAIM #06-0038;  
DENY THE CLAIM OF KEN BAUER, CLAIM #06-0039**

5-1.11

- DENY THE CLAIM OF EMILY MILLER, CLAIM #06-0036**
- 5-5. **ACCEPT AND FILE METRO ADVISORY COMMITTEE (MAC) REVISED AGENDA FOR DECEMBER 20, 2006 AND MINUTES OF OCTOBER 18, 2006**
  - 5-6. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR SEPTEMBER 2006 AND APPROVAL OF BUDGET TRANSFERS**
  - 5-7. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2006**
  - 5-8. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2006**
  - 5-9. **DELETED: WILL BE INCLUDED IN THE JANUARY 2007 BOARD PACKET**  
(ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF OCTOBER 2006)
  - 5-10. **ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2006 MEETING(S)**
  - 5-11. **ACCEPT AND FILE METROBASE STATUS REPORT**
  - 5-12. **ACCEPT AND FILE NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION REGARDING CLAIM OF USAA INSURANCE (SUBROGATING FOR MARY GOOVARS)**
  - 5-13. **CONSIDERATION OF ADOPTION OF THE REVISED EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN**
  - 5-14. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKERS COMPENSATION**
  - 5-15. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAROLYN CHANEY AND ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES**
  - 5-16. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH EVERGREEN OIL FOR HAZARDOUS WASTE REMOVAL SERVICES**
  - 5-17. **CONSIDERATION OF PROCEDURES IN PLACE AT METRO TO HANDLE CUSTOMER COMPLAINTS**
  - 5-18. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 3-YEAR LEASE FOR THE WATSONVILLE TRANSIT CENTER KIOSK SPACE #5 WITH JOSE VILLA DBA LA MANCHA**
  - 5-19. **CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS**
  - 5-20. **CONSIDERATION OF THE REPLACEMENT OF THE POSITION OF FINANCE MANAGER DESIGNATE WITH THE POSITION OF FINANCE MANAGER ADVISOR FOR THE PERIOD BETWEEN JANUARY 2007 AND JUNE 2007**

Director Spence asked if #5-11 Accept and File MetroBase Status Report could include information on the feasibility of installing Pedestrian Overpasses across River Street. Frank Cheng stated that it could be reviewed and Staff could return a report to the Board.

5-1.12



**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN**

**Approve the Consent Agenda with Pedestrian Overpass feasibility information to be included in a future MetroBase Status Report.**

**Motion passed unanimously with Directors Beautz and Reilly being absent.**

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

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

**FIFTEEN YEARS**

Mark J. Dorfman, Assistant General Manager

**TWENTY-FIVE YEARS**

Dorice Ann, Bus Operator

**7. PUBLIC HEARING: CONSIDERATION OF AMENDING, CONSOLIDATING AND PROMULGATING A CONFLICT OF INTEREST CODE PURSUANT TO GOVERNMENT CODE § 87300**

**Summary:**

Margaret Gallagher reported that the Board is being asked to adopt the most recent revision of the Conflict of Interest Code pursuant to Government Code § 87300. The revision process took a great deal of combining, consolidating and amending to bring it all together into one document that satisfies government requirements. Ms. Gallagher added that the position of Senior Accounting Technician would be added to those required to file Form 700s because the incumbent makes or participates in making government decisions.

**CHAIR ROTKIN OPENED THE PUBLIC HEARING AT 9:53 A.M.**

There were no public comments.

**CHAIR ROTKIN CLOSED THE PUBLIC HEARING AT 9:53 A.M.**

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR TAVANTZIS**

**Amend, Consolidate and Promulgate a Conflict of Interest Code, Pursuant to Government Code §87300 as set forth in Attachment A. Delete Article IV, "Conflict of Interest" and Article VII, "Statements of Economic Interest" from the Director's Code of Ethics.**

**Motion passed unanimously Directors Beautz and Reilly being absent.**

**5-1.13**

**9. CONSIDERATION OF ACCEPTANCE OF FINANCIAL STATEMENTS AND REPORT OF INDEPENDENT AUDITOR FOR YEAR ENDING JUNE 30, 2006**

**Summary:**

Elisabeth Ross reported on the auditing process done by the firm of Brown Armstrong, Certified Public Accountants, for the year ending June 30, 2006 and stated that the company provided an “unqualified” opinion which is the highest level of opinion and indicates that the financial statements are consistent with generally accepted accounting principles. There were also four (4) recommendations for improvement of internal control.

**Discussion:**

Chair Rotkin referred to page #9.c2, Finding #4 regarding overtime payroll review and asked if there was an estimated timeline of when the District would have a system in place to generate a report detailing overtime paid to Coach Operators. Elisabeth Ross explained that what the finding is actually asking for is a backup review because several people use payroll and the hope is that in six months an individual timecard report can be generated by the IT Department.

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR SKILLICORN**

**Formally accept the audited financial statements and report prepared by the firm of Brown Armstrong, Certified Public Accountants, for the year ending June 30, 2005**

**Motion passed unanimously Directors Beautz and Reilly being absent.**

**11. CONSIDERATION OF APPROVAL OF 2007 STATE LEGISLATIVE PROGRAM**

**Summary:**

Les White reported that District is requesting that the Board review and identify the activities the District would like to advocate for in the State Legislative Program. Mr. White stated that in 2007 one of the primary areas to focus on is the selling of bonds under Propositions 1B and 1C. Mr. White gave definitions of the propositions and highlighted areas of the Staff Report including the State Goals listed on the attachment on page #11.a1. Mr. White stated that the District would propose to the Board to use the capital funds from the selling of bonds for completion of MetroBase facilities, acquiring ParaCruz vehicles, acquiring additional buses, and converting existing buses to CNG. Mr. White added that the District would like to see the funds from bonds be used for projects that are currently ready to go and not be allocated to proposed projects from other entities outside the District.

**Discussion:**

Director Nicol asked what the California Highway Patrol (CHP)’s position is on the “Yield to Bus” program (Item #10 on page #11.a1). Les White explained that the CHP has traditionally not been in favor of the program but their “official” stance is neutral. Mr. White explained that suspicions

**5-1.14**

from different organizations that the program would increase accidents and allow for misuse proved to be unfounded in the demonstration portion of the project.

**ACTION: MOTION: DIRECTOR NICOL SECOND: DIRECTOR STONE**

**Approve the proposed METRO 2007 State Legislative Program.**

Emery Ross, Management Retiree, spoke on the District's financial situation in the past and stated in his opinion the public view was that the District was in possession of "secret bank accounts." He complemented Elisabeth Ross on her handling of the District's finances and suggested the Board keep that in mind when reviewing the handling of bond funds.

**Motion passed unanimously Directors Beautz and Reilly being absent.**

**Direction:** Chair Rotkin requested an electronic file of the Staff Report and the District's 2007 State Legislative Program from Staff.

**12. CONSIDERATION OF APPROVAL OF 2007 FEDERAL LEGISLATIVE PROGRAM**

**Summary:**

Les White reported that the District is requesting that the Board review and approve the activities the District would like to advocate for in the 2007 Federal Legislative Program. Mr. White highlighted and explained areas of the Staff Report including the Federal Goals listed on the attachment on page #12.a1. Mr. White added additional information on the Safe, Accountable, Flexible, Efficient, Transportation Equity Act- A Legacy for Users (SAFETEA-LU) and why he feels the District should support the appropriation of funds and resist efforts to single out specific states for lower transit funding.

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR TAVANTZIS**

**Approve the proposed METRO 2007 Federal Legislative Program.**

**Discussion:**

Director Spence inquired as to whether the District currently has interchangeable passes with other transit districts. Les White responded that with the purchase of a Monthly Pass with a Highway 17 Express upgrade it can be used on the Valley Transportation Authority (VTA) system but none of the passes are interchangeable with the Monterey Salinas Transit (MST).

**Motion passed unanimously Directors Beautz and Reilly being absent.**

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

Margaret Gallagher reported that the Board of Directors would be having a conference with its Legal Counsel regarding one case of anticipated litigation, a conference with its Labor Negotiators

**5-1.15**

regarding SEIU, Local 415 and UTU, Local 23, Fixed Route Division in a Special Closed Session Meeting.

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

No questions or comments.

**SECTION II: CLOSED SESSION**

Chair Rotkin adjourned to Closed Session at 10:27 a.m. and reconvened to Open Session at 11:08 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

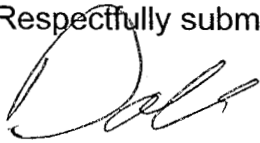
**18. REPORT OF CLOSED SESSION**

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

**ADJOURN**

There being no further business, Chair Rotkin adjourned the meeting at 11:08 a.m.

Respectfully submitted,



DALE HAMILTON  
Administrative Assistant

5-1.16

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**SPECIAL Open Session Minutes- Board of Directors**

**December 15, 2006**

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, December 15, 2006 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Rotkin called the meeting to order at 9:00 a.m. in conjunction with the Regular Board Meeting.

## **SECTION 1: OPEN SESSION**

### **1. ROLL CALL:**

#### **DIRECTORS PRESENT**

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

#### **DIRECTORS ABSENT**

Jan Beautz  
Emily Reilly  
Ex-Officio Wes Scott

#### **STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Asst. General Manager  
Mary Ferrick, Base Superintendent  
Terry Gale, IT Manager  
Margaret Gallagher, District Counsel

Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager  
Robyn Slater, Human Resources Manager  
Tom Stickel, Maintenance Manager  
Les White, General Manager

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

Glenn Bartz, Sr. Facilities Maint. Worker  
Margaret Blair, Transit User  
Diana Bojeczko, Accounting Technician  
Rosa Dinatale, Transit User  
Sandra Lipperd, UTU  
Sue Luna, Accounting Technician  
John Mellon, VMU

Dave Moreau, PSA  
Joy Olander, Accounting Technician  
Thomas Reefe, PhD  
Sylvia Rogers, Payroll and Benefits Coord.  
Emery Ross, Management Retiree  
Amy Weiss, Spanish Interpreter

**5-1.17**

**2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

Margaret Gallagher reported that the Board of Directors would be having a conference with its Labor Negotiators regarding SEIU, Local 415 and UTU, Local 23, Fixed Route Division.

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

No questions or comments.

**SECTION II: CLOSED SESSION**

Chair Rotkin adjourned to Special Closed Session at 10:27 a.m. and reconvened to Open Session at 11:08 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

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

**4. REPORT OF CLOSED SESSION IF ANY**

**ADJOURN**

There being no further business, Chair Rotkin adjourned the meeting at 11:08 a.m.

Respectfully submitted,



CINDI THOMAS

Administrative Services Coordinator

5-1.18

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

DATE: 12/01/06 THRU 12/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20316	12/01/06	86.34	001	SBC		10192	NOV REPEATERS/OPS	86.34	
20317	12/01/06	62,767.00	001035	HARRIS & ASSOCIATES		10193	MB OCT 06 PROF SVCS	62,767.00	
20318	12/01/06	3,254.00	001044	PACKET FUSION, INC.		10194	11/06-10/07 MAINT	3,254.00	
20319	12/01/06	937.65	001047	BOBBY'S PIT STOP		10248	SMOG INSP/NON REV	937.65	
20320	12/01/06	1,395.44	001048	CRUZ CAR WASH		10195	VEH WASH SVC/PT	1,395.44	
20321	12/01/06	4,914.15	001063	NEW FLYER INDUSTRIES LIMITED		10249	REV VEH PARTS 663	663.20	
						10250	REV VEH PARTS 628	628.16	
						10251	REV VEH PARTS 3623	3,622.79	
20322	12/01/06	495.00	001071	QQUEST SOFTWARE SYSTEMS, INC.		10196	T/CLOCK/CARDS	495.00	
20323	12/01/06	45,500.00	001080	OCTAGON RISK SERVICES, INC.		10197	DEC-FEB WC ADM FEE	45,500.00	
20324	12/01/06	559.05	001296	LEXISNEXIS MATTHEW BENDER		10198	LEGAL PUB SUBSCRIPT	559.05	
20325	12/01/06	61,989.83	001316	DEVCO OIL		10252	11/15-11/27 FUEL FLT	61,989.83	
20326	12/01/06	396.25	001454	MONTEREY BAY OFFICE PRODUCTS		10199	12/06-2/07 COPIER	158.84	
						10253	8/15-11/14 COPIERFLT	237.41	
20327	12/01/06	630.72	001492	EVERGREEN OIL INC.		10200	HAZ WASTE DISPOSAL	630.72	
20328	12/01/06	1,405.35	001506	WESTERN STATES OIL CO., INC.		10254	FUEL/LUB FLT	1,405.35	
20329	12/01/06	10,700.98	001648	STEVE'S UNION SERVICE		10201	OCT FUEL/PT	10,700.98	
20330	12/01/06	781.34	001800	THERMO KING OF SALINAS, INC		10255	REV VEH PARTS	781.34	
20331	12/01/06	127.12	001976	SPORTWORKS NORTHWEST, INC.		10256	REV VEH PARTS 127	127.12	
20332	12/01/06	397.21	002012	CARTER, H.V. CO. INC.		10202	REPAIRS/MAINTENANCE	397.21	
20333	12/01/06	698.72	002034	CARLON'S FIRE EXTINGUISHER		10203	OUT REPAIR/EQUIP	698.72	
20334	12/01/06	32.62	002063	COSTCO		10204	LOCAL MEETING EXP	12.16	
						10257	PHOTO PROC-OPS	20.46	
20335	12/01/06	672.00	002109	CITY OF SANTA CRUZ/PARKING		10205	PARKING PERMITS	672.00	
20336	12/01/06	568.00	002330	TRANSPARENT GLASS COATINGS	7	10206	REMOVE/INSTALL FILM	568.00	
20337	12/01/06	224.58	002363	BATTERIES PLUS		10258	SMALL TOOL	224.58	
20338	12/01/06	189.00	002389	DARCO PRINTING	7	10259	OFFICE SUPPLIES	189.00	
20339	12/01/06	59.99	002411	BIG O TIRE		10260	OUT RPR OTH VEH	59.99	
20340	12/01/06	59.00	002495	CURIALE DELLAVERSON HIRSCHFELD	7	10207	OCT LEGAL SVCS	59.00	
20341	12/01/06	373.38	002504	TIFCO INDUSTRIES		10261	PARTS & SUPPLIES	373.38	
20342	12/01/06	32.00	002567	DEPARTMENT OF JUSTICE		10208	OCT FINGERPRINTS	32.00	
20343	12/01/06	901.16	002805	TELEPATH CORPORATION		10262	OUT RPR EQUIP	901.16	
20344	12/01/06	189.22	002814	CREATIVE BUS SALES, INC.		10209	REV VEH PARTS/PT	189.22	
20345	12/01/06	1,235.87	002829	VALLEY POWER SYSTEMS, INC.		10263	REV VEH PARTS	1,235.87	
20346	12/01/06	627.00	002847	STATE OF CA-EDD		10210	PARADISE LEVY	627.00	
20347	12/01/06	564.01	002874	AMERICAN TECHNICAL FABRICATORS		10264	REV VEH PARTS	564.01	
20348	12/01/06	1,066.80	002878	SERVICOURCE INTERNATIONAL		10211	01/07-03/07 SVCS 400	1,066.80	
20349	12/01/06	7,366.16	002883	UNISTORAGE		10212	LX8KVA UPS SYSTEM	7,366.16	
20350	12/01/06	1,090.00	002885	MONSTER, INC		10213	11/06-11/07 JOB POST	1,090.00	
20351	12/01/06	71.75	002886	ABRIS		10214	REPAIRS/MAINTENANCE	71.75	
20352	12/01/06	178.87	007	UNITED PARCEL SERVICE		10267	OCT/NOV FRT OUT	178.87	
20353	12/01/06	3,246.81	009	PACIFIC GAS & ELECTRIC		10215	10/14-11/11 RESEARCH	993.83	
						10216	9/13-11/08 KINGS VLG	2,252.98	
20354	12/01/06	1,469.83	020	ADT SECURITY SERVICES INC.		10217	DEC ALARMS	1,469.83	
20355	12/01/06	293.36	039	KINKO'S INC.		10218	OCT PRINTING/ADM	293.36	
20356	12/01/06	109.32	061A	REGISTER PAJARONIAN		10265	CLASS ADV-FLT	109.32	
20357	12/01/06	33.77	074	KENVILLE LOCKSMITHS	7	10266	REV VEH PARTS	33.77	
20358	12/01/06	22.24	079	SANTA CRUZ MUNICIPAL UTILITIES		10219	10/1-10/31 LANDFILL	22.24	
20359	12/01/06	34.60	104	STATE STEEL COMPANY		10268	PARTS & SUPPLIES	34.60	
20360	12/01/06	319.17	115	SNAP-ON INDUSTRIAL		10269	SMALL TOOL	319.17	

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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20361	12/01/06	180.54	130 CITY OF WATSONVILLE UTILITIES		10220	10/3-11/1 SAKATA	152.20	
					10221	10/1-11/1 SAKATA	28.34	
20362	12/01/06	180.13	147 ZEE MEDICAL SERVICE CO.		10287	SAFETY SUPPLIES	180.13	
20363	12/01/06	1,452.80	148 ZEP MANUFACTURING COMPANY		10270	CLEANING SUPPLIES	1,452.80	
20364	12/01/06	129.95	149 SANTA CRUZ SENTINEL		10271	OCT ADV/FLT	129.95	
20365	12/01/06	57.37	172 CENTRAL WELDER'S SUPPLY, INC.		10272	PARTS & SUPPLIES	57.37	
20366	12/01/06	1,045.32	215 IKON OFFICE SOLUTIONS		10222	10/06-10/07 MAINT	879.24	
					10223	COPIER MAINT/ADM	166.08	
20367	12/01/06	234.93	372 FEDERAL EXPRESS		10273	NOV MAIL-HRD	25.49	
					10274	NOV MAIL-ADMIN	173.94	
					10275	NOV MAIL-FLT	35.50	
20368	12/01/06	227.91	395 APPLIED GRAPHICS, INC.		10276	OFFICE SUPPLIES	227.91	
20369	12/01/06	55.43	434 VERIZON WIRELESS		10224	WIRELESS PC CARD	55.43	
20370	12/01/06	53.22	434B VERIZON CALIFORNIA		10277	MT. BIEWLASKI	53.22	
20371	12/01/06	101.67	436 WEST PAYMENT CENTER		10225	OCT ACCESS CHGS	101.67	
20372	12/01/06	502.90	447 FERRIS HOIST & REPAIR, INC.		10278	OUT RPR EQUIP	502.90	
20373	12/01/06	435.00	478 BEE CLENE	0	10226	CARPET/RESEARCH PARK	435.00	
20374	12/01/06	335,096.83	502 CA PUBLIC EMPLOYEES'		10227	DEC MEDICAL INS	335,096.83	
20375	12/01/06	72.41	504 CUMMINS WEST, INC.		10279	REV VEH PARTS	72.41	
20376	12/01/06	48.71	510A HASLER, INC.		10228	12/1-12/31 RENTL/ADM	48.71	
20377	12/01/06	267.64	511 LUMINATOR		10280	REV VEH PARTS 268	267.64	
20378	12/01/06	363.11	637 FOSTER BROTHERS		10229	ROCKER SWITCHES/FAC	363.11	
20379	12/01/06	1,755.64	664 BAY COUNTIES PITCOCK PETROLEUM		10281	FUEL/LUB FLT	1,755.64	
20380	12/01/06	37.98	669 COMPUTER BOOK DIRECT		10230	ROOTKITS/SUB WIN	37.98	
20381	12/01/06	378.67	731 KENT-MOORE TOOL GROUP		10282	SMALL TOOLS 379	378.67	
20382	12/01/06	1,058.60	733 CLAREMONT BEHAVIORAL SERVICES		10231	DEC EAP PREMIUM	1,058.60	
20383	12/01/06	7.45	848 SANTA CRUZ ELECTRONICS, INC.		10283	PARTS & SUPPLIES	7.45	
20384	12/01/06	1,038.50	852 LAW OFFICES OF MARIE F. SANG	7	10232	WORKERS COMP CLAIMS	1,038.50	
20385	12/01/06	784.14	856 ANGI INTERNATIONAL LLC		10233	REPAIRS/MAINTENANCE	784.14	
20386	12/01/06	32,411.86	904 RNL DESIGN		10234	PROF SVCS THRU 10/31	32,411.86	
20387	12/01/06	18,077.86	909 CLASSIC GRAPHICS		10284	OUT RPR REV VEH	18,077.86	
20388	12/01/06	1,450.00	916 DOCTORS ON DUTY		10235	9/13-10/25 DRG TESTS	1,450.00	
20389	12/01/06	276,783.30	948 ARNTZ BUILDERS, INC.		10236	CONST SVC MB -10/30	276,783.30	
20390	12/01/06	30,753.70	948A WESTAMERICA BANK TRUST DEPT		10237	OCT RETAINAGE	30,753.70	
20391	12/01/06	100.00	B003 BEAUTZ, JAN	7	10238	NOV BOARD MTG	100.00	
20392	12/01/06	50.00	B006 HINKLE, MICHELLE	7	10240	NOV BOARD MTG	50.00	
20393	12/01/06	100.00	B007 KEOGH, MICHAEL	7	10241	NOV BOARD MTG	100.00	
20394	12/01/06	100.00	B011 REILLY, EMILY	7	10243	NOV BOARD MTG	100.00	
20395	12/01/06	100.00	B012 SPENCE, PAT	7	10245	NOV BOARD MTG	100.00	
20396	12/01/06	50.00	B014 CITY OF WATSONVILLE		10247	NOV BOARD MTG	50.00	
20397	12/01/06	100.00	B015 ROTKIN, MIKE	7	10244	NOV BOARD MTG	100.00	
20398	12/01/06	100.00	B017 STONE, MARK	7	10246	NOV BOARD MTG	100.00	
20399	12/01/06	100.00	B018 BUSTICHI, DENE	7	10239	NOV BOARD MTG	100.00	
20400	12/01/06	100.00	B020 NICOL, KIRBY		10242	NOV BOARD MTG	100.00	
20401	12/01/06	1,525.97	E002 STICKEL, TOM		10286	FUEL REV VEH	1,525.97	
20402	12/01/06	34.00	E609 MUNGUA, GUSTAVO		10285	LICENCE REIMB	34.00	
20405	12/15/06	101.92	001002 ORACLE CORPORATION		10371	SUP/UPDATE 9/1-11/30	101.92	
20406	12/15/06	3,708.98	001036 STANDARD INSURANCE COMPANY		10372	DEC LIFE/AD&D INS	3,708.98	
20407	12/15/06	10,552.26	001043 VISION SERVICE PLAN		10373	DEC VISION INS	10,552.26	
20408	12/15/06	1,705.47	001052 MID VALLEY SUPPLY		10290	CLEANING SUPPLIES	192.51	

5-2.2



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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						10374	CLEANING SUPPLIES	1,512.96	
20409	12/15/06	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		10375	OCT 06 PROF SVCS	125.00	
20410	12/15/06	11,137.79	001063	NEW FLYER INDUSTRIES LIMITED		10291	REV VEH PARTS 760	759.57	
						10292	REV VEH PARTS 4090	4,089.72	
						10293	REV VEH PARTS 21	44.06	
						10294	REV VEH PARTS 95	95.44	
						10295	REV VEH PARTS 2185	2,185.36	
						10296	REV VEH PARTS 770	769.96	
						10297	REV VEH PARTS 40	40.08	
						10298	REV VEH PARTS 158	157.68	
						10299	REV VEH PARTS 33	32.58	
						10300	REV VEH PARTS 2170	2,170.10	
						10301	REV VEH PARTS 793	793.24	
20411	12/15/06	11,464.36	001075	SOQUEL III ASSOCIATES	7	9000746	RESEARCH PARK RENT	11,464.36	
20412	12/15/06	7,590.00	001076	BROUGHTON LAND, LLC		9000747	110 VERNON ST RENT	7,590.00	
20413	12/15/06	1,407.00	001119	MACERICH PARTNERSHIP LP	7	9000748	CAPITOLA MALL RENT	1,407.00	
20414	12/15/06	108.56	001230	CAPITOL CLUTCH & BRAKE, INC.		10302	REV VEH PARTS	108.56	
20415	12/15/06	2,105.56	001263	ABBOTT STREET RADIATOR, INC.		10303	OUT RPR REV VEH	1,072.78	
						10304	OUT RPR REV VEH	1,032.78	
20416	12/15/06	369.22	001315	WASTE MANAGEMENT		10376	NOV RESEARCH PARK	170.56	
						10377	NOV MT HERMON/KINGS	44.10	
						10378	NOV KINGS VILLAGE	154.56	
20417	12/15/06	77,276.76	001316	DEVCO OIL		10305	11/30-12/11 FUEL FLT	77,276.76	
20418	12/15/06	529.75	001346	CITY OF SANTA CRUZ		10379	9/21-10/31 MB INSP.	529.75	
20419	12/15/06	889.20	001379	SAFETY-KLEEN SYSTEMS, INC.		10380	HAZ WASTE DISPOSAL	889.20	
20420	12/15/06	3,460.00	001523	SANTA CRUZ MEDICAL CLINIC	7	10306	MED EXAMS FLEET	462.00	
						10307	MED EXAMS OPS	1,320.00	
						10308	MED EXAMS-OPS	198.00	
						10381	MEDICAL EXAMS/PT	198.00	
						10382	MEDICAL EXAMS/HRD	1,282.00	
20421	12/15/06	525.23	001627	NEW PIG CORPORATION		10383	REPAIRS/MAINT 41	525.23	
20422	12/15/06	9,635.65	001648	STEVE'S UNION SERVICE		10309	FUEL/LUB FLEET	67.55	
						10384	NOV FUEL/PT	9,568.10	
20423	12/15/06	475.00	001930	STATE BAR OF CALIFORNIA		10385	2007 MEMBERSHIP	475.00	
20424	12/15/06	3,861.52	001A	AT&T/MCI		10386	NOV PHONES/PT	47.41	
						10387	NOV PHONES/PT	516.88	
						10388	NOV PHONES	1,812.74	
						10389	NOV PHONES/IT	1,484.49	
20425	12/15/06	68.62	002028	WESTCOAST LEGAL SERVICE	7	10390	PROF/TECH SVCS	68.62	
20426	12/15/06	143.82	002063	COSTCO		10310	PHOTO PROC-OPS	20.18	
						10311	OFFICE SUPPLIES	49.33	
						10312	PHOTO PROC-OPS	74.31	
20427	12/15/06	165.00	002069	A TOOL SHED, INC.		10391	11/21 EQUIP RENTAL	165.00	
20428	12/15/06	26,500.00	002116	HINSHAW, EDWARD & BARBARA	7	9000749	370 ENCINAL RENT	26,500.00	
20429	12/15/06	14,214.64	002117	IULIANO	7	9000750	111 DUBOIS RENT	11,214.64	
						9000751	115 DUBOIS RENT	3,000.00	
20430	12/15/06	2,500.00	002267	SHAW & YODER, INC.		10392	OCT LEGISLATIVE SVC	2,500.00	
20431	12/15/06	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES		10393	DEC MEDICAL	1,650.00	
20432	12/15/06	28,875.40	002295	FIRST ALARM		10313	OCT SECURITY	28,875.40	
20433	12/15/06	5,000.00	002346	CHANEXY, CAROLYN & ASSOC., INC.		10394	DEC LEGISLATIVE SVCS	5,000.00	

5-2.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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20434	12/15/06	413.84	002504	TIFCO INDUSTRIES		10314	PARTS & SUPPLIES	413.84	
20435	12/15/06	48,118.14	002569	COMERICA BANK		10395	WORK COMP FUND	48,118.14	
20436	12/15/06	1,924.50	002607	STAVELEY SERVICES FLUIDS		10315	OUT RPR REV VEH	1,924.50	
20437	12/15/06	722.02	002624	DIGITAL RECORDERS		10316	REV VEH PARTS	722.02	
20438	12/15/06	271.00	002675	THOMSON-WEST BARCLAYS		10317	CAL CODE REGULATIONS	271.00	
20439	12/15/06	9.03	002689	B & B SMALL ENGINE		10396	REPAIRS/MAINTENANCE	9.03	
20440	12/15/06	2,192.79	002721	NEXTEL COMMUNICATIONS		10397	11/4-12/3 PHONES/PT	2,192.79	
20441	12/15/06	2,436.66	002805	TELEPATH CORPORATION		10318	DEC MAINT/RPRS	2,436.66	
20442	12/15/06	353.16	002817	WATSONVILLE BLUEPRINT		10398	METROBASE PLANS	353.16	
20443	12/15/06	133.54	002828	ALLIED ELECTRONICS		10319	PARTS & SUPPLIES	133.54	
20444	12/15/06	3,535.68	002829	VALLEY POWER SYSTEMS, INC.		10320	CORE CHG CREDIT	-272.79	
						10321	CORE CHG CREDIT	-207.84	
						10322	REV VEH PARTS	519.60	
						10323	REV VEH PARTS	3,496.71	
20445	12/15/06	26,661.47	002871	STATE ELECTRIC GENERATOR		10399	INSTALL 40KW GENRATR	26,661.47	
20446	12/15/06	265.26	002877	CREST TALMADGE SALES INC.		10324	CLEANING SUPPLIES	265.26	
20447	12/15/06	1,901.60	002881	ADVANCED ELECTRONICS SOLUTIONS		10325	REV VEH PARTS	1,901.60	
20448	12/15/06	98.91	002882	CARR PARTS NAPA		10326	REV VEH PARTS	98.91	
20449	12/15/06	337.50	002884	DR. PETER C. CASSINI		10400	RECORD REVIEW & RPRT	337.50	
20450	12/15/06	1,925.00	002888	ANNE ANDREWS ELLIS		10401	8/23 PROF SVCS	1,925.00	
20451	12/15/06	2,800.00	002890	ANTHONY KIRK, PH.D.		10402	SITE SURVEY & RESEAR	2,800.00	
20452	12/15/06	349.00	002893	LETTER PUBLICATIONS		10403	1YR SUBSCRIPTION	349.00	
20453	12/15/06	1,089.21	004	NORTH BAY FORD LINC-MERCURY		10327	REV VEH PARTS	987.45	
						10404	REV VEH PARTS/PT	101.76	
20454	12/15/06	151.53	007	UNITED PARCEL SERVICE		10328	NOV FRT OUT	151.53	
20455	12/15/06	23,997.20	009	PACIFIC GAS & ELECTRIC		10329	10/31-11/30 CNG	10,775.21	
						10405	11/3-12/5 PACIFIC	2,013.41	
						10406	8/26-11/30 FLEET	6,331.40	
						10407	11/1-11/30 ENCINAL	2,779.31	
						10408	10/28-11/29 VERNON	144.99	
						10409	10/28-11/29 RIVER	1,952.88	
20456	12/15/06	11,035.71	018	SALINAS VALLEY FORD SALES		10330	REV VEH PARTS	2,084.79	
						10331	REV VEH PARTS	691.39	
						10332	REV VEH PARTS	2,389.00	
						10333	REV VEH PARTS	4,613.37	
						10334	REV VEH PARTS	1,257.16	
20457	12/15/06	344.88	034	BLUEPRINT EXPRESS	7	10410	BLUEPRINTS FOR MB	344.88	
20458	12/15/06	805.58	036	KELLY-MOORE PAINT CO., INC.		10411	REPAIRS/MAINTENANCE	805.58	
20459	12/15/06	3,199.78	041	MISSION UNIFORM		10335	NOV UNIF/LAUNDRY FLT	2,466.00	
						10412	NOV UNIF/LAUNDRY/FAC	635.78	
						10413	NOV UNIF/LAUNDRY PT	98.00	
20460	12/15/06	70.15	042	ORCHARD SUPPLY HARDWARE		10414	REPAIRS/MAINTENANCE	70.15	
20461	12/15/06	8,420.29	043	PALACE ART & OFFICE SUPPLY		10415	OFFICE SUPPLIES	8,420.29	
20462	12/15/06	127.54	061	REGISTER PAJARONIAN		10416	PUB NOTICE ADM 12/1	127.54	
20463	12/15/06	296.07	061A	REGISTER PAJARONIAN		10336	CLASS ADV-FLT	296.07	
20464	12/15/06	118.00	067	ROTO-ROOTER		10417	OUT RPR-BLD/GROUNDS	118.00	
20465	12/15/06	74.33	074	KENVILLE LOCKSMITHS	7	10337	REV VEH PARTS	40.59	
						10418	NOV LOCKS/KEYS	33.74	
20466	12/15/06	1,166.23	075	COAST PAPER & SUPPLY INC.		10338	PARTS & SUPPLIES	156.80	
						10419	CLEANING SUPPLIES	1,009.43	

5-2-4

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

DATE: 12/01/06 THRU 12/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20467	12/15/06	6,825.27	079	SANTA CRUZ MUNICIPAL UTILITIES		10420	10/4-12/5 RESEARCH	297.66	
						10421	10/27-11/29 PACIFIC	2,474.92	
						10422	10/27-11/29 PACIFIC	110.44	
						10423	10/25-11/28 ENCINAL	126.77	
						10424	10/25-11/28 GOLF CLB	875.20	
						10425	10/25-11/28 ENCINAL	774.46	
						10426	10/25-11/28 RIVER ST	36.86	
						10427	10/25-11/28 RIVER ST	2,128.96	
20468	12/15/06	8,272.73	085	DIXON & SON TIRE, INC.		10339	NOV TUBES/TIRES FLT	7,563.77	
						10428	OCT/NOV RPR/TIRES/PT	708.96	
20469	12/15/06	77.98	087	RECOGNITION SERVICES		10429	EMP INCENTIVE 60	77.98	
20470	12/15/06	988.88	107	SAN LORENZO LUMBER		10340	PARTS & SUPPLIES	16.04	
						10430	REPAIRS/MAINT/FAC	972.84	
20471	12/15/06	2,617.84	110	JESSICA GROCERY STORE, INC.		9000752	CUSTODIAL SERVICES	2,617.84	
20472	12/15/06	2,980.80	117	GILLIG CORPORATION		10341	REV VEH PARTS	883.69	
						10342	REV VEH PARTS	649.50	
						10343	REV VEH PTS/SAFETY	1,447.61	
20473	12/15/06	122.92	123	BAY PHOTO LAB		10431	PHOTO PROCESS/PT	122.92	
20474	12/15/06	2,256.37	130	CITY OF WATSONVILLE UTILITIES		10432	CONTAINER RODRIGUEZ	1,358.24	
						10433	FINAL BILL SAKATA LN	41.24	
						10434	9/5-11/3 RODRIGUEZ	63.55	
						10435	9/5-11/3 RODRIGUEZ	41.87	
						10436	9/5-11/3 RODRIGUEZ	751.47	
20475	12/15/06	4,431.11	135	SANTA CRUZ AUTO PARTS, INC.		10344	REV VEH PTS/SUPPLIES	3,538.95	
						10437	REV VEH PARTS/PT	892.16	
20476	12/15/06	126.92	147	ZEE MEDICAL SERVICE CO.		10438	SAFETY SUPPLIES	126.92	
20477	12/15/06	717.40	149	SANTA CRUZ SENTINEL		10345	NOV ADV-FLT	717.40	
20478	12/15/06	39.85	152	BALDWIN COOKE		10439	EXECUTIVE PLANNER 29	39.85	
20479	12/15/06	1,468.65	161	OCEAN CHEVROLET		10346	REV VEH PARTS	93.78	
						10440	REV VEH PARTS/PT	1,374.87	
20480	12/15/06	289.85	166	HOSE SHOP, THE		10347	PARTS/SUPP- FLT	34.20	
						10348	REV VEH PTS/SUPP-FLT	255.65	
20481	12/15/06	635.66	170	TOWNSEND'S AUTO PARTS		10349	REV VEH PTS/SUPP	635.66	
20482	12/15/06	654.06	215	IKON OFFICE SOLUTIONS		10350	COPIER MAINT-OPS	654.06	
20483	12/15/06	194.85	260	SANTA CRUZ GLASS CO., INC.		10441	WEATHER STRIP ROLL	194.85	
20484	12/15/06	5,237.72	282	GRAINGER		10351	SAFETY/CLEAN SUPP	2,734.17	
						10442	REPAIRS/MAINTENANCE	911.83	
						10443	REPAIRS/MAINTENANCE	182.17	
						10444	REPAIRS/MAINTENANCE	1,409.55	
20485	12/15/06	812.00	291	STANLEY ACCESS TECHNOLOGIES		10445	DOOR SVC / WTC	812.00	
20486	12/15/06	744.66	294	ANDY'S AUTO SUPPLY		10352	REV VEH PARTS/SUPP	744.66	
20487	12/15/06	515.84	358	POWR-FLITE		10446	2 WET/DRY VACUUMS	515.84	
20488	12/15/06	184.00	367	COMMUNITY TELEVISION OF		10447	TV COVERAGE 11/17	184.00	
20489	12/15/06	525.52	382	AIRTEC SERVICE		10448	OUT RPR BLDGS/GRNDS	525.52	
20490	12/15/06	617.08	426	AMERICAN VACUUM COMPANY		10449	REPAIRS/MAINT 574	617.08	
20491	12/15/06	750.00	475	TRAPEZE SOFTWARE GROUP, INC.		10450	1/07-3/07 FLEET MATE	750.00	
20492	12/15/06	2,787.44	480	DIESEL MARINE ELECTRIC, INC.		10353	REV VEH PARTS	2,787.44	
20493	12/15/06	333.00	481	PIED PIPER EXTERMINATORS, INC.		10451	NOV PEST CONTROL	333.00	
20494	12/15/06	1,800.00	490	FAST RESPONSE ON-SITE		10354	MED TESTING-FLT	1,800.00	
20495	12/15/06	1,742.02	504	CUMMINS WEST, INC.		10355	REV VEH PARTS	1,581.27	

5-2.5

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

DATE: 12/01/06 THRU 12/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					10356	OUT RPR REV VEH	117.90	
					10357	REV VEH PARTS	42.85	
20496	12/15/06	89.75	510A HASLER, INC.		10452	1/1-1/31 RENTAL/PT	48.71	
					10453	1/1-1/31 RENTAL/PT	41.04	
					10358	REV VEH PARTS	788.76	
20497	12/15/06	788.76	647 GFI GENFARE		10460	9/15-11/15 KINGS VLG	74.39	
20498	12/15/06	74.39	667 CITY OF SCOTTS VALLEY		10454	NOV INTERPRETER	70.00	
20499	12/15/06	70.00	682 WEISS, AMY L.	7	10455	REPAIR RAMP/PT	625.00	
20500	12/15/06	625.00	764 MERCURY METALS		10456	DEC DENTAL	36,574.05	
20501	12/15/06	36,574.05	800 DELTA DENTAL PLAN		10457	4055019201231122	11,243.17	
20502	12/15/06	11,243.17	851 I.M.P.A.C. GOVERNMENT SERVICES		10458	WORKERS COMP CLAIMS	3,720.00	
20503	12/15/06	3,720.00	852 LAW OFFICES OF MARIE F. SANG	7	10459	PROF/TECH SVC/RISK	30.00	
20504	12/15/06	30.00	880 SEISINT, INC.		10461	OUT REPAIR/REV VEH	150.00	
20505	12/15/06	150.00	883 RCR FABRICATION AND DESIGN		10359	OFFICE SUPPLIES	27.00	
20506	12/15/06	27.00	886 ALL PURE WATER		10360	OUT RPR REV VEH	2,882.38	
20507	12/15/06	2,882.38	909 CLASSIC GRAPHICS		10462	REPAIRS/MAINTENANCE	283.34	
20508	12/15/06	283.34	932 A.L. LEASE COMPANY, INC.		10463	DEC LTD INS	15,079.32	
20509	12/15/06	15,079.32	941 ASSURANT EMPLOYEE BENEFITS		10464	NOV JANITORIAL SVC	914.94	
20510	12/15/06	914.94	943 CLEAN BUILDING MAINTENANCE		10361	FENCE RENTAL-DUBOIS	10.83	
20511	12/15/06	10.83	946 ACME AND SONS		10465	FLOOD INS 1/07-1/08	4,981.00	
20512	12/15/06	4,981.00	949A NATIONAL FLOOD SERVICES		10362	REV VEH PARTS	128.99	
20513	12/15/06	128.99	973 SANTA CRUZ DODGE		10470	DEC BOARD MTG	100.00	
20514	12/15/06	100.00	B016 SKILLICORN, DALE	7	10363	DMV FEES	10.00	
20515	12/15/06	10.00	E158 BIDDLECOME, EDUARDO		10466	LOCAL MEETING EXP	30.33	
20516	12/15/06	30.33	E495 WHITE, LES		9000753	MED PYMT SUPP	276.22	
20517	12/15/06	276.22	M003 WYANT, JUDI		9000754	MED PYMT SUPP	281.87	
20518	12/15/06	281.87	M005 ROSS, EMERY		9000755	MED PYMT SUPP	319.37	
20519	12/15/06	319.37	M007 BLAIR-ALWARD, GREGORY		9000756	MED PYMT SUPP	319.37	
20520	12/15/06	319.37	M010 SHORT, SLOAN		9000757	MED PYMT SUPP	237.26	
20521	12/15/06	237.26	M016 HICKLIN, DONALD KENT		9000758	MED PYMT SUPP	82.11	
20522	12/15/06	82.11	M022 CAPELLA, KATHLEEN		9000759	MED PYMT SUPP	42.58	
20523	12/15/06	42.58	M030 ROWE, RUBY		9000760	MED PYMT SUPP	42.58	
20524	12/15/06	42.58	M033 BAILEY, NEIL		9000761	MED PYMT SUPP	21.29	
20525	12/15/06	21.29	M036 CERVANTES, GLORIA		10365	MED PYMT SUPP	3.42	
20526	12/15/06	3.42	M038 DAKIWAG, FRED		9000762	MED PYMT SUPP	21.29	
20527	12/15/06	21.29	M039 DAVILA, ANA MARIA		9000763	MED PYMT SUPP	21.29	
20528	12/15/06	21.29	M040 GARBEZ, LINDA		9000764	MED PYMT SUPP	42.58	
20529	12/15/06	42.58	M041 GOUVEIA, ROBERT		9000765	MED PYMT SUPP	42.58	
20530	12/15/06	42.58	M042 HOBBS, JAMES		9000766	MED PYMT SUPP	94.71	
20531	12/15/06	94.71	M043 HOLODNICK, JAMES		9000767	MED PYMT SUPP	21.29	
20532	12/15/06	21.29	M050 O'MARA, KATHLEEN		9000768	MED PYMT SUPP	72.86	
20533	12/15/06	72.86	M051 PENDRAGON, LINDA		10368	MED PYMT SUPP	3.42	
20534	12/15/06	3.42	M052 RODGERS, MARILYN		9000769	MED PYMT SUPP	42.58	
20535	12/15/06	42.58	M054 SLOAN, FRANCIS		9000770	MED PYMT SUPP	295.99	
20536	12/15/06	295.99	M057 PARHAM, WALLACE		9000771	MED PYMT SUPP	295.99	
20537	12/15/06	295.99	M058 POTEETE, BEVERLY		9000772	MED PYMT SUPP	322.93	
20538	12/15/06	322.93	M061 KAMEDA, TERRY		9000773	MED PYMT SUPP	262.30	
20539	12/15/06	262.30	M064 PETERS, TERRIE		9000774	MED PYMT SUPP	36.17	
20540	12/15/06	36.17	M068 BASS, BETTY		9000775	MED PYMT SUPP	41.06	
20541	12/15/06	41.06	M069 JACOBS, KENNETH		9000776	MED PYMT SUPP	41.06	
20542	12/15/06	41.06	M070 PICARELLA, FRANCIS					

5-2.6

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 12/01/06 THRU 12/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR M072	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
20543	12/15/06	215.56	M072	BRIDINGER, CHRIS		9000777	MED PYMT SUPP	215.56	
20544	12/15/06	215.56	M073	CENTER, DOUG		9000778	MED PYMT SUPP	215.56	
20545	12/15/06	215.56	M074	GABRIELE, BERNARD		9000779	MED PYMT SUPP	215.56	
20546	12/15/06	215.56	M075	HOWARD, CAROL		9000780	MED PYMT SUPP	215.56	
20547	12/15/06	215.56	M076	VONWAL, YVETTE		9000781	MED PYMT SUPP	215.56	
20548	12/15/06	94.71	M077	BRADFORD, THOMAS		9000782	MED PYMT SUPP	94.71	
20549	12/15/06	72.86	M078	BRIDINGER, DENISE		9000783	MED PYMT SUPP	72.86	
20550	12/15/06	6.84	M079	BROGDON, ROY		10364	MED PYMT SUPP	6.84	
20551	12/15/06	36.43	M080	CARR, DALE		9000784	MED PYMT SUPP	36.43	
20552	12/15/06	55.40	M081	HALL, JAMES		9000785	MED PYMT SUPP	55.40	
20553	12/15/06	21.29	M082	HINDIN, LENORE		9000786	MED PYMT SUPP	21.29	
20554	12/15/06	8.82	M083	HOWARD, WARD		10366	MED PYMT SUPP	8.82	
20555	12/15/06	6.84	M084	LEE, HENRY		10367	MED PYMT SUPP	6.84	
20556	12/15/06	42.58	M085	ROSSI, DENISE		9000787	MED PYMT SUPP	42.58	
20557	12/15/06	21.29	M086	TOLINE, DONALD		9000788	MED PYMT SUPP	21.29	
20558	12/15/06	3.42	M087	WILLIS, DARRELL		10369	MED PYMT SUPP	3.42	
20559	12/15/06	21.29	M088	YAGI, RANDY		9000789	MED PYMT SUPP	21.29	
20560	12/15/06	20.15	M090	CLARKE, PATRICIA		9000790	MED PYMT SUPP	20.15	
20561	12/15/06	41.06	M092	CRAWFORD, TERRI		9000791	MED PYMT SUPP	41.06	
20562	12/15/06	41.06	M095	DIXON, GEORGE		9000792	MED PYMT SUPP	41.06	
20563	12/15/06	41.06	M096	DRAKE, JUDITH		9000793	MED PYMT SUPP	41.06	
20564	12/15/06	41.06	M098	FAUCI, SUSAN		9000794	MED PYMT SUPP	41.06	
20565	12/15/06	41.06	M099	FIKE, LOUIS		9000795	MED PYMT SUPP	41.06	
20566	12/15/06	42.58	M100	GARCIA, SANTIAGO		9000796	MED PYMT SUPP	42.58	
20567	12/15/06	41.06	M101	GOES, ALAN		9000797	MED PYMT SUPP	41.06	
20568	12/15/06	20.15	M103	JEMISON, MAURICE		9000798	MED PYMT SUPP	20.15	
20569	12/15/06	41.06	M104	JUSSEL, PETE		9000799	MED PYMT SUPP	41.06	
20570	12/15/06	20.15	M105	KOHAMA, MARY		9000800	MED PYMT SUPP	20.15	
20571	12/15/06	20.15	M106	LYALL, JOHN		9000801	MED PYMT SUPP	20.15	
20572	12/15/06	41.06	M108	MILLER, FOREST		9000802	MED PYMT SUPP	41.06	
20573	12/15/06	20.15	M111	SANCHEZ, FELIX		9000803	MED PYMT SUPP	20.15	
20574	12/15/06	41.06	M112	SILVA, EDUARDO		9000804	MED PYMT SUPP	41.06	
20575	12/15/06	41.06	M115	WILLIAMS, CHRIS		9000805	MED PYMT SUPP	41.06	
20576	12/15/06	15,000.00	R467	SEBATTIAN GRUENDIG AND		10467	SETTLEMENT/RISK	15,000.00	
20577	12/15/06	466.49	R468	HERNANDEZ, ESTHER		10468	SETTLEMENT/RISK	466.49	
20578	12/15/06	3,840.35	R469	MERCURY INSURANCE		10469	SETTLEMENT/RISK	3,840.35	
TOTAL		1,448,240.69		COAST COMMERCIAL BANK			TOTAL CHECKS	261	1,448,240.69

5-2.7

**Santa Cruz METRO  
November 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	S/D Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 1,143.10	29,319	25,685	1,776	3	53	23	2	169	558	936
13	\$ 444.28	13,316	11,966	648	1	28	5	3	48	219	352
15	\$ 1,705.82	45,879	40,978	2,294	10	71	26	14	240	976	1,306
16	\$ 5,446.62	93,422	83,022	3,800	29	170	28	28	518	1,844	2,680
19	\$ 1,721.71	30,627	26,771	1,362	9	81	8	16	239	605	1,163
3B	\$ 1,187.48	2,865	613	187	21	50	11	20	204	85	1,077
4	\$ 1,178.57	4,454	438	44	12	206	48	40	152	73	2,803
7	\$ 441.16	1,170	104	16	5	59	3	11	132	21	621
9	\$ 230.47	295	18	19	8	3	-	1	2	3	131
12A	\$ 31.00	1,342	1,150	143	-	3	-	1	3	33	21
20	\$ 1,998.22	26,958	23,092	994	16	62	4	4	269	493	1,256
31	\$ 1,387.57	1,831	63	53	11	33	3	6	58	63	758
32	\$ 363.40	566	23	15	-	7	1	-	27	29	273
33	\$ 290.86	612	3	-	-	7	-	-	1	-	394
34	\$ 176.71	218	-	-	-	4	-	-	1	-	106
35	\$ 24,762.53	39,041	1,335	487	283	1,071	26	141	1,334	1,400	20,032
40	\$ 1,623.97	1,960	55	13	43	77	-	17	4	45	918
41	\$ 962.19	1,593	182	102	12	44	1	4	105	98	601
42	\$ 865.74	1,181	137	15	4	80	2	5	59	116	407
53	\$ 468.15	748	5	7	6	63	25	8	27	2	407
54	\$ 436.18	764	4	9	3	46	7	6	79	28	385
55	\$ 1,416.23	3,718	20	20	17	137	70	19	1,565	66	1,200
56	\$ 456.31	1,186	9	7	4	45	22	11	416	33	458
66	\$ 9,816.92	15,556	1,409	418	126	561	91	67	767	357	6,550
68	\$ 5,675.63	10,341	1,636	300	62	244	58	32	416	253	4,375
68N	\$ 961.83	1,870	395	75	-	26	12	-	131	76	635
69	\$ 5,486.60	10,648	1,578	568	63	308	72	45	471	329	4,456
69A	\$ 17,185.26	23,723	1,566	667	141	1,027	243	172	842	682	9,092
69N	\$ 1,333.38	2,641	444	152	-	39	18	1	336	120	842
69W	\$ 17,167.98	26,327	1,680	715	168	897	220	94	3,228	759	9,391
70	\$ 2,644.82	6,371	237	79	20	168	53	23	2,158	245	2,074
71	\$ 46,710.64	66,796	2,600	1,255	337	2,804	438	254	8,723	2,279	23,075
72	\$ 3,452.87	3,860	19	37	31	218	8	29	217	53	1,360
74	\$ 2,701.27	2,850	22	25	15	135	20	12	140	28	831
75	\$ 7,371.23	7,596	28	59	75	461	50	50	234	97	2,441
76	\$ 769.33	904	8	9	7	90	8	5	6	14	367
79	\$ 1,543.79	1,923	10	29	30	171	82	64	120	25	806
88	\$ 17.45	1,822	215	11	-	1	-	1	-	3	132
91	\$ 3,390.82	5,297	118	143	62	88	9	18	1,068	256	1,739
UC Supplemental	\$ 29.06	1,434	1,365	38	-	-	-	-	1	17	13
Unknown	\$ 142.80	185	14	3	-	4	-	-	6	7	66
<b>TOTAL</b>	<b>\$175,139.95</b>	<b>493,209</b>	<b>229,017</b>	<b>16,594</b>	<b>1,634</b>	<b>9,642</b>	<b>1,695</b>	<b>1,224</b>	<b>24,516</b>	<b>12,390</b>	<b>106,530</b>

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	17 CalTrain	S/D Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 45,570.31	22,998	19	83	106	1,315	38	6,010	89	1,045	11,519

RIDERSHIP	
Night Owl	3,662
MONTE	2,572
<b>TOTAL</b>	<b>6,234</b>

<b>November Ridership</b>	522,441
<b>November Revenue</b>	\$221,000.45

5-3.1

**Page 1 of the December Ridership  
Report will be included in the  
January 26, 2007 Board Packet.**

**5-3.2**

**BUS OPERATOR LIFT TEST \*PULL-OUT\***

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

5-3.3



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF DECEMBER 2006

BUS #	DATE	DAY	REASON
2203CG	17-Dec	Sunday	Not kneeling intermittantly
2203CG	27-Dec	Wednesday	Ramp stows, but doesn't come completely down
2205CG	29-Dec	Friday	Wheelchair ramp won't deploy
2213CN	1-Dec	Friday	The kneeling does not go down all the time, only sometimes. It
2217CN	9-Dec	Saturday	Kneel warning beeper does not work
2235CN	7-Dec	Thursday	At times, the ramp operates very slowly
9818LF	27-Dec	Wednesday	Kneeling buzzer doesn't work
9827LF	7-Dec	Thursday	Ramp doesn't always deploy

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

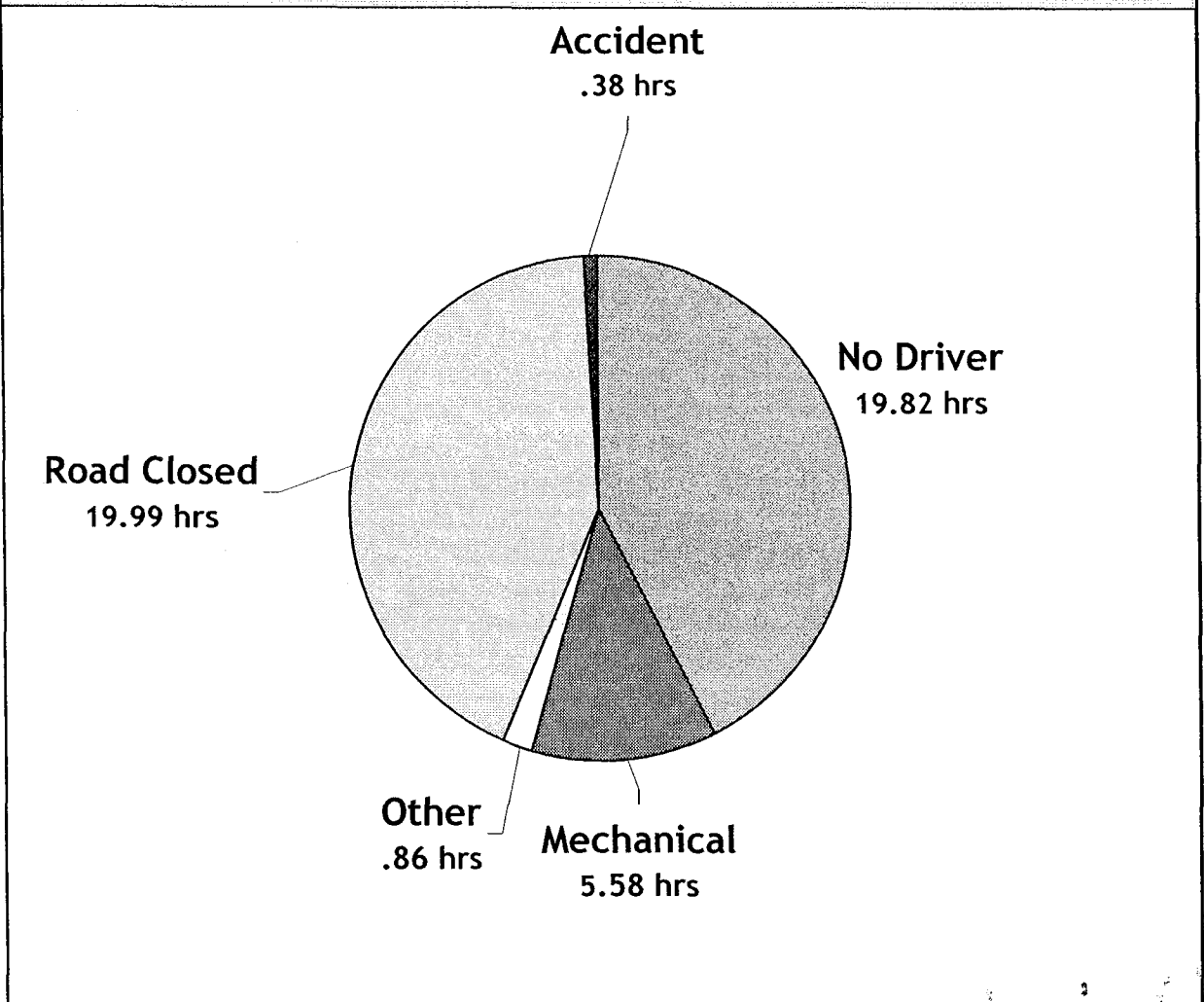
Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.4

### Dropped Service for FY 2007

	FY 2004/05		FY 2005/06		FY 2006/07	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	1.35	42.89	0	0	5.00	96.88
August	0.00	0.00	213.92	3,575.86	14.80	276.46
September	0.76	18.87	140.97	2,336.50	11.20	160.72
October	0.00	0.00	STRIKE	STRIKE	37.32	540.19
November	0.00	0.00	113.77	1,780.56	46.63	468.07
December	0.00	0.00	95.61	1,659.66		
January	6.07	127.13	16.49	286.31		
February	23.31	276.75	39.18	579.38		
March	8.66	99.08	21.30	380.68		
April	37.96	641.12	62.32	986.08		
May	1.50	37.03	33.23	551.00		
June	4.15	69.30	19.97	267.47		
<b>TOTAL</b>	<b>83.76</b>	<b>1,312.17</b>	<b>756.76</b>	<b>12,403.50</b>	<b>114.95</b>	<b>1,542.32</b>

#### Dropped Service Breakdown for November 2006

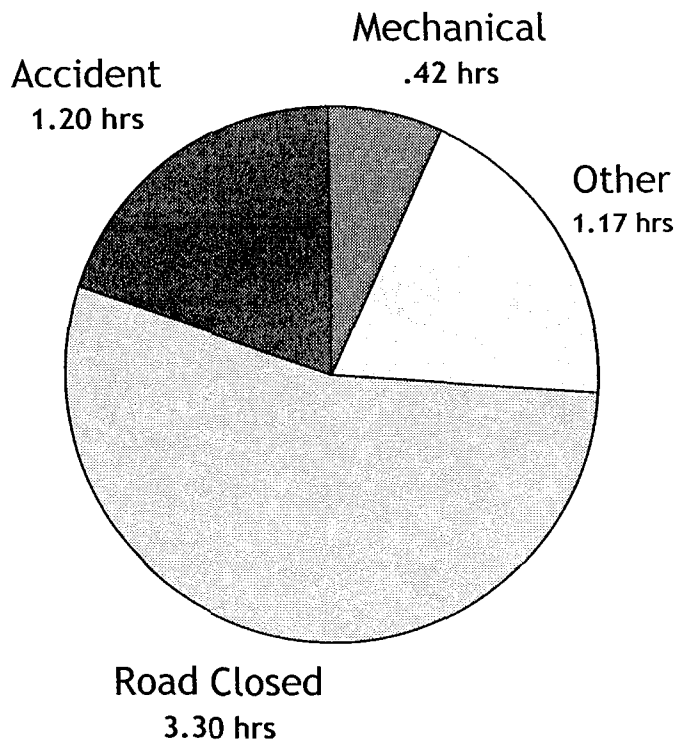


5-3.5

### Dropped Service for FY 2007

	FY 2004/05		FY 2005/06		FY 2006/07	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	1.35	42.89	0	0	5.00	96.88
August	0.00	0.00	213.92	3,575.86	14.80	276.46
September	0.76	18.87	140.97	2,336.50	11.20	160.72
October	0.00	0.00	STRIKE	STRIKE	37.32	540.19
November	0.00	0.00	113.77	1,780.56	46.63	468.07
December	0.00	0.00	95.61	1,659.66	6.08	143.84
January	6.07	127.13	16.49	286.31		
February	23.31	276.75	39.18	579.38		
March	8.66	99.08	21.30	380.68		
April	37.96	641.12	62.32	986.08		
May	1.50	37.03	33.23	551.00		
June	4.15	69.30	19.97	267.47		
<b>TOTAL</b>	<b>83.76</b>	<b>1,312.17</b>	<b>756.76</b>	<b>12,403.50</b>	<b>121.04</b>	<b>1,686.15</b>

#### Dropped Service Breakdown for December 2006



5-3.6

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Ortiz, Victor Diaz  
Date of Incident: 12/18/06

Received: 12/19/06 Claim #: 06-0040  
Occurrence Report No.: SC 12-06-14

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-19-07

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I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of January 26, 2007.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

RECLAMO CONTRA EL DISTRITO METROPOLITANO DE TRÁNSITO DE SANTA CRUZ  
(Según Sección 910 y Seguido de Cógido de Gobernación)  
Reclamo # 06-0040

Para: Junta Directiva, Santa Cruz Metropolitan Transit District (METRO)

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

1. Nombre del Demandante Victor Huan Diaz Ortiz  
Dirección del Demandante \_\_\_\_\_  
Teléfono del Demandante \_\_\_\_\_  
Dirección/Caseta Postal a donde enviar notificaciones \_\_\_\_\_

2. Ocurrencia Choque  
Fecha 12-18-06 Hora 6:45 Am. Sitio Soquel drive

3. Circunstancias de la ocurrencia o transacción de donde proviene la demanda:  
Cuando la luz roja del semaforo es roja pare  
mi carro, <sup>antes</sup> puse mis direccionaks para la derecha, dando refe-  
rencia hacia donde me dirigia, en seguida el bus choca atras de mi carro

4. Descripción de deudas, obligaciones, lesiones, daños o pérdida, si se sabe:  
Solo reparar mi carro

5. Nombre o nombres de empleados públicos que causaron lesiones, daños, o pérdidas, si se sabe: \_\_\_\_\_

6. Cantidad reclamada ahora ..... \$ \_\_\_\_\_  
Presupuesto de futuras pérdidas, si se sabe ..... \$ \_\_\_\_\_  
TOTAL ..... \$ 2100

7. Base de las computaciones anteriores: Presupuesto mas renta de  
carro

[Signature]  
FIRMA DEL DEMANDANTE (o Representante  
o Padre/Madre del Menor)

12-18-06  
Fecha

Nota: Esta demanda debe ser presentada a la Secretaria de la Junta Directiva, Santa Cruz Metropolitan Transit District (METRO)

DEC 19 2006  
5-4.2

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
(Pursuant to Section 910 et Seq., Government Code)  
Claim # 06-0040

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Victo Hugo Diaz Ortiz  
Claimant's Address/Post Office Box: \_\_\_\_\_  
Claimant's Phone Number: \_\_\_\_\_
2. Address to which notices are to be sent: \_\_\_\_\_
3. Occurrence: Crash

Date: 12/18/06 Time: 6:45 am Place: Soquel Drive

Circumstances of occurrence or transaction giving rise to claim: When the light turned red I stopped my car, I turned on my right turn signal giving reference towards where I was headed, and then the bus hit the back of my car.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Only to repair my car.
5. Name or names of public employees or employees causing injury, damage, or loss, if known: \_\_\_\_\_

6. Amount claimed now . . . . . \$ \_\_\_\_\_  
Estimated amount of future loss, if known . . . . . \$ \_\_\_\_\_  
TOTAL . . . . . \$ 2,200.00

7. Basis of above computations: Amount to repair my vehicle plus cost of rental car.

On original claim

CLAIMANT'S SIGNATURE OR  
COMPANY REPRESENTATIVE'S SIGNATURE OR  
PARENT OF MINOR CLAIMANT'S SIGNATURE

12/18/06  
DATE

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

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Arredondo, Angelita  
Date of Incident: 08/15/06

Received: 12/22/07 Claim #: 06-0041  
Occurrence Report No.: MISC 06-19

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-19-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of January 26, 2007.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/Ig  
Attachment(s)

5-4.4

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 06-0641

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Angelita Arredondo

Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: \_\_\_\_\_

3. Occurrence: The Panamax van made a reckless stop @ a stop sign which gave me wife, Brian and my glasses when flying  
Date: August 15 Time: 1pm Place: Green Valley Rd. coming out of Dr. Cronley's office  
Circumstances of occurrence or transaction giving rise to claim: The driver was coming out of Dr. Cronley's office going on Green Valley Rd. The suddenly realized she need to make a stop and she made a reckless stop which gave me wife Brian and my glasses @ came off my face and they landed on floor. they broke -> see back

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Ever since this incident my lower back has been hurting my neck. Also my glasses broke.

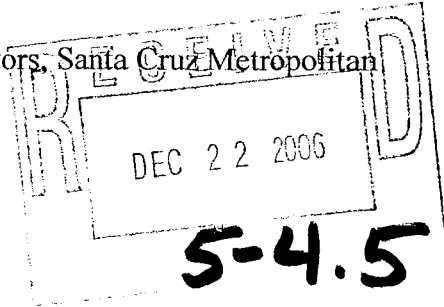
5. Name or names of public employees or employees causing injury, damage, or loss, if known: The driver was driving that day.

6. Amount claimed now ..... \$ 429.00  
Estimated amount of future loss, if known ..... \$ \_\_\_\_\_  
TOTAL ..... \$ 429.00

7. Basis of above computations: went to were a bought my glasses. they gave me the estimate. Also have gone to Dr. Warren for pain on low back have not received a bill yet.

Angelita Arredondo  
CLAIMANT'S SIGNATURE OR  
COMPANY REPRESENTATIVE'S SIGNATURE OR  
PARENT OF MINOR CLAIMANT'S SIGNATURE  
DATE 12/20/06

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





That's when the Driver (she) realized I did not have a safety belt on.  
A got up and pick up my glasses. (I was sitting in the back of the van).  
And realized my glasses were broken. I showed them to the Driver.  
Then Driver did not said nothing. and proceeded to Drive me to  
my place of Residence. then I reported this incident to the Metro.

5-4.6 Lopsie

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Wadkins, Paul  
Date of Incident: 12/06/06

Received: 01/08/07 Claim #: 07-0002  
Occurrence Report No.: MISC 06-16

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-16-07

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I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of January 26, 2006.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

5-4.7

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # \_\_\_\_\_

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: PAUL ALAN WADKINS

Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: SAME AS ABOVE

3. Occurrence: Theft of property: Bicycle saddle bag from front of #15 bus - [unclear]

Date: Dec. 6, 2006 Time: Approx 7pm Place: TRANSIT STATION SANTA CRUZ

Circumstances of occurrence or transaction giving rise to claim: I WAS HURRIED\* BY DRIVER OF #15 BUS IN SAN JOSE AS I LOADED MY TOURING BICYCLE AND I LEFT ONE SADDLE BAG ON THE BIKE. I DID REMOVE 1 SADDLE BAG BUT LEFT ONE ON THE BIKE. BEING THE LAST PERSON TO BOARD A FULL BUS, I WENT TO THE REAR OF BUS. ON EXITING IN SANTA CRUZ, THE BAG ON BIKE WAS GONE

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: The ortlieb brand bag (outdoor sportz.com) = \$100, the Arcteryx RAINjacket (MOUSEJAW.COM) \$325, the shortwave RADIO (SANGSAIL SOS FROM C.CRANE.COM) \$40, the TX 35 ZOOM binoculars (HASCOT BRAND) \$50, the "FWCS" igno win set from CABELAS.COM (\$100), ~~including 2 pds jeans, 2 pds cable sock~~ \$36, TIMEX INDIGLO WATCH \$35

5. Name or names of public employees or employees causing injury, damage, or loss, if known: Female driver, late 40s, white, approx 140-150 lbs. in jacket pocket

6. Amount claimed now .....	\$	<u>900.00</u>	\$	<u>786</u>
Estimated amount of future loss, if known .....	\$	<u>---</u>	\$	<u>---</u>
TOTAL .....	\$	<u>900.00</u>	\$	<u>786</u>

7. Basis of above computations: please see list attached

Paul Alan Wadkins

CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

Jan 4, 2007

DATE Jan 4, 07

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

**5-4.8**

"SAID hurry up, weve got to go. I WAS PASSING AN elastic bungee cord over REAR wheel. my bike has fenders AND the bus back retention bar would NOT be sufficient to hold it aboard."  
\* AS I loaded the bike, she

**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: County of Santa Cruz Received: 1/12/07 Claim #: 07-0003  
Date of Incident: 8/25/06 & 9/8/06 Occurrence Report No.: SC 08-06-22 & SC 09-06-09

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-18-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 23, 2007.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

Date: \_\_\_\_\_

MG/lg  
Attachment(s)

5-4.9

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
(Pursuant to Section 910 et Seq., Government Code)

Claim # \_\_\_\_\_

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: County of Santa Cruz  
Department of Public Works  
Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: same as above

3. Occurrence: MetroBus damaged guardrail

Date: 8/25 & 9/8/06 Time: unknown Place: College Drive - Watsonville

Circumstances of occurrence or transaction giving rise to claim:  
On two separate dates, 8/25/06 and 9/8/06, a Metro bus damaged the guardrail at the intersection of College Drive and E. Lake in Watsonville, rendering the guardrail inoperable.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Guardrail and support posts damaged.

5. Name or names of public employees or employees causing injury, damage, or loss, if known: unknown

6. Amount claimed now ..... \$ \$3,603.86  
Estimated amount of future loss, if known ..... \$ \_\_\_\_\_  
TOTAL ..... \$ 3,603.86

7. Basis of above computations: labor equipment and materials cost  
minus 20% for depreciation (see back-up documentation)

[Signature], Director of Public Works  
CLAIMANT'S SIGNATURE (or Company  
Representative or Parent of Minor Claimant)

Jan. 9, 2007  
DATE

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

JAN 10 10:00 AM  
5-4.10



**Agenda**  
**METRO Advisory Committee**

6:00 pm  
January 17, 2007  
920 Pacific Avenue  
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of December 20, 2006
5. Ridership Report for November 2006
6. ParaCruz Operations Status Report for September 2006
7. Election of Officers
8. Discussion of Filling MAC Membership Vacancies
9. Discussion of MAC Agenda Packet Distribution
10. Consideration of MAC Member Absence Notification Procedure
11. Presentation by SCMTD Staff On Route Modification Procedure
12. Discussion of Disabled Riders Being Unable to Board Buses When Mobility Device Areas Are Already Occupied
13. Discussion of Compliment/Complaint Report on Fixed Route Service to be Generated by SCMTD Staff
14. Discussion of Possible Ways to Address Construction Delays with CalTrans
15. Discussion Of Ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds
16. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding
17. Communications to METRO General Manager
18. Communications to METRO Board of Directors

5-5.1

19. Items for Next Meeting Agenda

20. Adjournment

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

5-5.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**Minutes - METRO Advisory Committee (MAC)**

**November 15, 2006**

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, November 15, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:03 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

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

**MEMBERS ABSENT**

Dan Alper

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Mark Dorfman, Assistant General Manager  
Mary Ferrick, Base Superintendent  
Steve Paulson, Paratransit Administrator  
Les White, General Manager

**VISITORS PRESENT**

Bonnie Morr, UTU  
Elizabeth Woodbridge, UTU President

**DAVE WILLIAMS, STUART ROSENSTEIN, AND MARA MURPHY ARRIVED AT THIS TIME.**

**2. AGENDA ADDITIONS/DELETIONS**

None.

**3. ORAL/WITTEN COMMUNICATION**

Oral: Chair Robert Yount stated his absence at the October 18, 2006 MAC meeting was due to an illness caused by cigarette smoke and added he is becoming more sensitive to second-hand smoke. Mr. Yount informed MAC that because of this he is resigning from the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and is no longer attending the Santa Cruz County Regional Transportation Commission (SCCRTC) meetings. Mr. Yount spoke on the progress of having a Downtown smoking ban by the City of Santa Cruz.

Oral: Les White informed MAC on the passing of Bond Measures 1A through 1E and how that positively affects SCMTD through financial assistance. Paul Marcelin-Sampson suggested that MAC members could go to Sacramento and make comments on behalf of the SCMTD.

5-5.3



**4. CONSIDERATION OF MINUTES OF OCTOBER 18, 2006**

**ACTION: MOTION: NORM HAGEN SECOND: PAUL MARCELIN-SAMPSON**

**ACCEPT AND FILE MINUTES OF THE OCTOBER MEETING AS PRESENTED.**

**Motion passed with Dennis Papadopulo, Lesley Wright and Robert Yount abstaining and Dan Alper being absent**

**5. RIDERSHIP REPORT FOR SEPTEMBER 2006**

Vice Chair Norm Hagen stated that he recently observed Route 79 leaving the Watsonville Transit Center at near capacity and that he had not seen that in the past. Mr. Hagen said he is glad to see an increase in ridership in the South County area including an increase in elderly ridership.

Naomi Gunther inquired as to the effect the Highway 1 construction has on bus schedules and if there is anyway to mitigate construction issues. Les White explained that the SCMTD requested funding for additional service supplement of the service on the Highway 1 Corridor from CalTrans. Mr. White stated that CalTrans did not provide any funding to SCMTD in their traffic management plan. Mr. White explained that the only two options available to the SCMTD is to increase unbudgeted services to certain routes which would reduce services elsewhere or reduce frequency of trips on certain routes which would also reduce service to those routes. Mr. White stated that the problems caused by construction have gotten worse over the past year and will continue for a minimum of 3 more years and that it is a situation that the SCMTD has to deal with on a daily basis.

Naomi Gunther inquired if there is any information being supplied to the public explaining the impact the construction is having on public transit. Ms. Gunther suggested additional sources of information so the public will have a better understanding and realize the delays are not a situation being created by the SCMTD. Some of the suggestions made by Ms. Gunther and other MAC Members were to add information to the SCMTD website, the *Headways*, and posters on the buses.

Les White reminded MAC that Mary Ferrick, SCMTD Base Superintendent, will be attending the January 2007 MAC meeting to give a presentation on the many variables involved when making decisions on routes, services and funding allocation including the integration of the Labor Agreement with the Bus Operators. Les White referred to the Labor Agreement that was distributed before the meeting and asked the MAC Members to read the section on Scheduling prior to the January 2007 meeting.

MAC engaged in additional discussion on the possibilities of contacting CalTrans and presenting interests and concerns about the Highway 1 construction and it's effect on SCMTD's services. A decision was made by MAC to add it as an Item on the December MAC Meeting Agenda.

5-5.4

Bonnie Morr commented on an increasing amount of rider frustration being directed at the Bus Operators accusing SCMTD of poor services caused by the construction. Ms. Morr stated she thought having posters up in the buses describing the CalTrans construction issue and CalTrans contact information would be beneficial to both the public and the Bus Operators.

#### **6. PARACRUZ OPERATIONS STATUS REPORT FOR JULY, 2006**

Chair Robert Young mentioned the increase in shared rides and stated he felt this was a good improvement.

Stuart Rosenstein referred to the Comparative Operating Statistics table in the report and asked if the “Hold Times Less Than 2 Minutes” reflected a satisfactory expectation. Steve Paulson explained that when a customer calls in, the first 20 seconds is recorded information and then the customer is connected to a Customer Service Representative. Mr. Paulson further explained that the majority of the calls are answered within 24 seconds of the initial connection and compared this information to contacting other agencies that may take up to 5 to 20 minutes before you are connected to an operator. Mr. Paulson stated that occasionally ParaCruz may receive up to 12 calls within 30 seconds and this will cause a longer delay before a call is answered but ParaCruz is achieving the 90% Under 2 Minutes goal.

Steve Paulson describe the meaning of “Rides By Supplemental Providers” and the change in the requirements from the time that the service was contracted to Lift Line.

Vice Chair Norm Hagen complimented ParaCruz on the ability to reduce or minimize costs especially with rising fuel costs. Mr. Hagen compared the cost of riding ParaCruz to the cost of a taxi service.

#### **7. DISCUSSION OF RIDERSHIP REPORT IMPROVEMENTS**

Chair Robert Yount addressed Paul Marcelin-Sampson and asked if he would introduce his suggested Ridership Report improvements. Paul Marcelin-Sampson gave a brief history of how Ridership Reports have been misinterpreted and continued to explain the proposed Ridership Report he had compiled.

Les White suggested changing the Service Hours columns from Weekday/Weekend to Monthly due to the inability to correctly report the revenue information on a Weekday/Weekend basis. Mark Dorfman concurred with Mr. White and added additional explanation on how data is compiled. Mr. Dorfman also explained why the UCSC columns need to read Student / Staff and Faculty verses Student / Employee due to earlier direction from the Board. Mr. White and Mr. Dorfman both stated the proposed report, with the inclusion of the two changes, appeared acceptable.

Stuart Rosenstein asked if the report could eventually show daily statistics. Mark Dorfman described the current method of collecting specific data on routes but stated that the information is not collected on a routine basis due to the unbudgeted cost of Staff time. Les White described how the use of an Automatic Vehicle Locator (AVL) system

could provide exact and precise data but such a system is not planned for SCMTD for several years due to cost.

**ACTION: MOTION: STUART ROSENSTEIN SECOND: NORM HAGEN**

**MAC SUGGESTS THAT SCMTD MANAGEMENT REVIEW SUGGESTED RIDERSHIP REPORT IMPROVEMENTS AS DISCUSSED.**

**Motion passed unanimously with Dan Alper being absent**

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

Chair Robert Yount stated that the State of California Section 640 of the Penal Code states that bus companies can ban smoking anywhere on their property and that the State of California has banned smoking anywhere within 20 feet of public building entrances. Mr. Yount said that he feels METRO can do the same thing and increase the distance. Mr. Yount referred to a Surgeon General Report and the Environmental Protection Agency with the California Air Resources Board findings on the effects of second-hand cigarette smoke. Mr. Yount suggested the topic for this item to be smoking in or around the Metro Transit Center.

Paul Marcelin-Sampson felt that the focus should be on public service in areas where SCMTD has the right to ban smoking and to avoid areas that SCMTD does not own, have control over, or are conditional use areas. Mr. Marcelin-Sampson stated he does not feel comfortable regulating non-public parts of SCMTD's operation and what the employees do and feels that is a separate issue.

Paul Marcelin-Sampson handed out an Associate Press Release, which is attached to the file copy of these minutes, regarding the town of Belmont, California and how they are considering a complete ban on smoking anywhere in the city limits other than single-family homes.

Vice Chair Norm Hagen asked if SCMTD has any jurisdiction over the sidewalk in front of the North West entrance to the METRO CENTER and if additional signage could be placed in this area. Ciro Aguirre stated that he has a meeting with the City of Santa Cruz on November 22<sup>nd</sup> to discuss how to handle the entrance facing Pacific Avenue. Mr. Aguirre explained that SCMTD Security can only move people off of SCMTD property and after that it becomes the responsibility of the City of Santa Cruz or the person/agency in control of the property.

Ciro Aguirre described some of the methods that SCMTD will be attempting in order to curb the loitering in the Pacific Avenue entrance area. These include installing an exterior audio system that will broadcast Muzak<sup>1</sup> in hopes to discourage gathering (this has been affective at other downtown locations), removing the bike rack directly in front

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<sup>1</sup> The word "Muzak" has, in popular usage, become a catchall generic term for easy listening, middle of the road (MOR), or elevator music.

of the entrance, and off setting bricks at the planter. Stuart Rosenstein suggested adding additional lighting around the METRO CENTER in general.

**9. CONSIDERATION OF NEED FOR SECURITY GUARDS/SURVEILLANCE AT THE WATSONVILLE TRANSIT CENTER AND WHETHER THERE IS AVAILABLE FUNDING**

Vice Chair Norm Hagen referred to a meeting he attended with Watsonville Asst. City Manager Marcela Tavantzis, Chief of Police Terry Medina, and Ciro Aguirre pertaining to the security issue at the Transit Center. Mr. Hagen stated he has seen an increase in police presence and a reduction in loitering. Mr. Hagen stated he felt with the additional patrols by the Watsonville Police Department that there might be no need to incur the cost of additional security other than possibly during nighttime hours.

Ciro Aguirre stated that the vendors have reported positive results with the police presence and the Bus Operators have reported less issues.

**ACTION: MOTION: DAVE WILLIAMS SECOND: PAUL MARCELIN-SAMPSON**

**MAC SUGGESTS WAITING FOR 2 MONTHS BEFORE MAKING A DECISION ON THIS ISSUE AND MONITORING THE ACTIVITY AT THE WATSONVILLE TRANSIT CENTER.**

**Motion passed unanimously with Dan Alper being absent**

**10. COMMUNICATIONS TO METRO GENERAL MANAGER**

Chair Robert Yount read off the items that were discussed in this meeting that MAC requests that the General Manager or Staff take action on. The items listed are: Adding Construction Information to the SCMTD's website and in the Spring issue of *Headways*, Revisions of the Ridership Report, Signs for Buses Describing the Construction Delays, Additional non-smoking signs for SCMTD's Transit Centers.

**11. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**

None.

**12. ITEMS FOR NEXT MEETING AGENDA**

- Ridership Report
- ParaCruz Operations Status Report
- Discussion of Disabled Riders Being Unable to Board Buses When Lifts are Broken.
- Discussion of Possible Ways to Address Construction Delays with CalTrans
- Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
- Discussion of ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds

Paul Marcelin-Sampson asked the MAC members if they were able to attend the December MAC Meeting because it is close to the Holidays. Mr. Marcelin-Sampson suggested rescheduling the meeting if it would help ensure a quorum.

**ACTION: MOTION: STUART ROSENSTEIN SECOND: NORM HAGEN**

**MAC REQUESTS AN EMAIL FROM SCMTD ASKING ALL MAC MEMBERS TO RESPOND WITH A SELECTION FOR THE DECEMBER MEETING TO BE HELD ON WEDNESDAY, DECEMBER 13<sup>TH</sup> OR WEDNESDAY, DECEMBER 20<sup>TH</sup>.**

**Motion passed unanimously with Dan Alper being absent**

**ADJOURN**

There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:50 p.m.

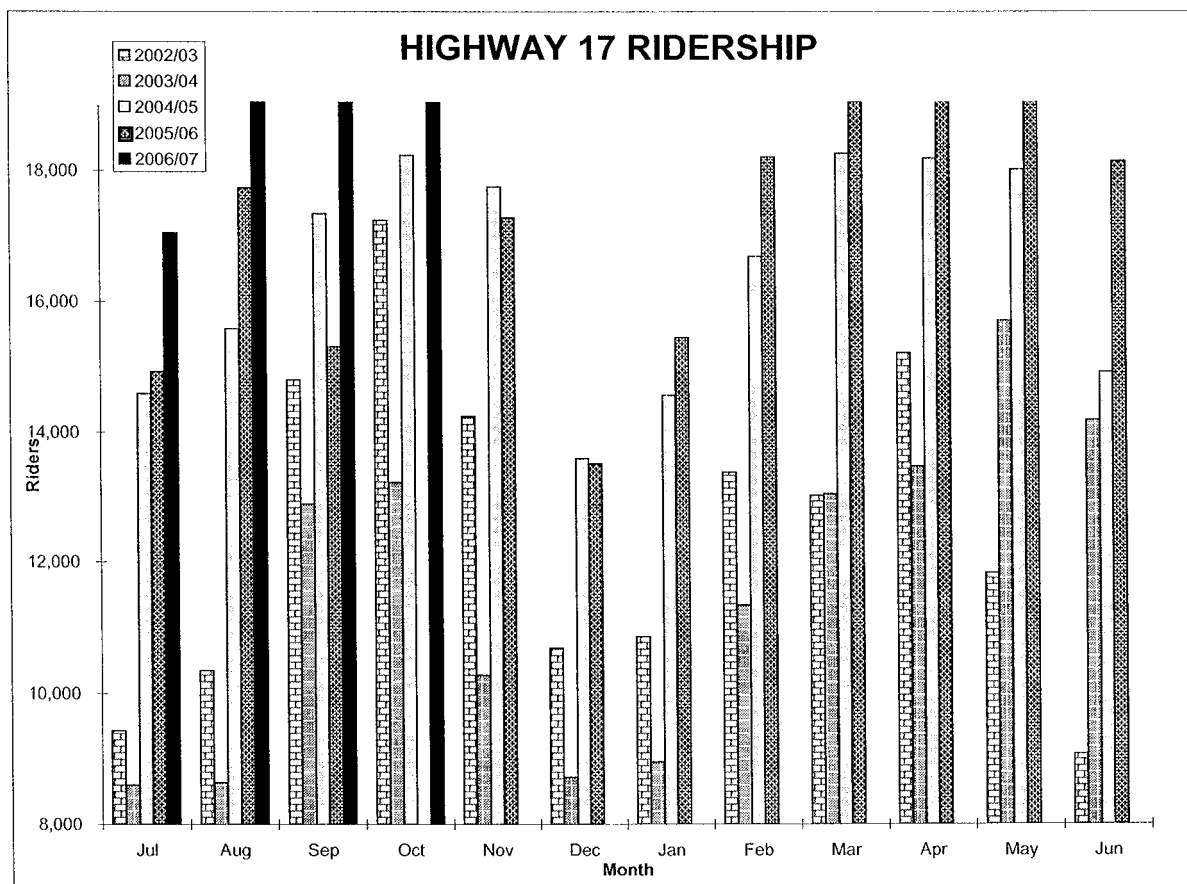
Respectfully submitted,



DALE HAMILTON  
Administrative Assistant

# HIGHWAY 17 - OCTOBER 2006

	OCTOBER			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 129,292	\$ -		\$ 539,086	\$ 333,604	61.6%
Farebox	\$ 72,427	\$ -		\$ 272,602	\$ 158,711	71.8%
Operating Deficit	\$ 46,584	\$ -		\$ 238,991	\$ 147,614	61.9%
Santa Clara Subsidy	\$ 23,292	\$ -		\$ 119,495	\$ 73,807	61.9%
METRO Subsidy	\$ 23,292	\$ -		\$ 119,495	\$ 73,807	61.9%
San Jose State Subsid	\$ 2,018	\$ -		\$ 5,703	\$ 2,854	99.8%
AMTRAK Subsidy	\$ 8,263	\$ -		\$ 21,790	\$ 24,425	(10.8%)
<b>STATISTICS</b>						
Passengers	20,751	-		82,210	47,960	71.4%
Revenue Miles	39,594	-		165,551	117,571	40.8%
Revenue Hours	1,485	-		6,208	4,409	40.8%
Passengers/Day	692	-		668	545	22.6%
Passengers/Weekday	882	-		815	682	19.5%
Passengers/Weekend	311	-		341	252	35.3%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 6.23	\$ -		\$ 6.56	\$ 6.96	(5.7%)
Revenue/Passenger	\$ 3.49	\$ -		\$ 3.32	\$ 3.31	0.2%
Subsidy/Passenger	\$ 2.34	\$ -		\$ 2.98	\$ 3.14	(5.1%)
Passengers/Mile	0.52	-		0.50	0.41	21.7%
Passengers/Hour	13.97	-		13.24	10.88	21.7%
Recovery Ratio	56.0%	0.0%		50.6%	47.6%	6.3%



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

## I. RECOMMENDED ACTION

**This report is for information only- no action requested**

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Regulations regarding lunch and rest breaks became effective August 1, 2005.
- Operating Statistics and customer feedback information reported are for the month of October 2006.
- On time performance and operating efficiency continue to be impacted by widespread roadwork.
- More information has been requested regarding efforts being made to reduce the number of excessively late/missed trips.

## 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.

Missed trips (and excessively late trips that are considered "missed trips") are service failures most frequently resulting from human error. Examples might include an Operator running significantly behind schedule and not notifying Dispatch so that adjustments could be made to

**5-8.1**

the Operator's manifest, or a Dispatcher adding a ride to a manifest in the computer without contacting the Operator. To address the frequency of these errors, each time a "missed trip" occurs, the circumstances around it are reviewed in an effort to establish accountability. When the cause can be determined, steps are taken to ensure that the likelihood of reoccurrence are reduced. These steps may include retraining, counseling, or progressive discipline.

ParaCruz has recently instituted recording of communications between Dispatch and Operators to assist with establishing accountability in instances of missed trips. Dispatchers now have the ability to view vehicle locations in "near real time" (within the past five minutes) using a web-based vehicle tracking software incorporated into a dash mounted cell phone.

While human error is the most frequent case of missed trips, Santa Cruz County is susceptible to unavoidable traffic disruption. Gridlock conditions that occur when one or more lanes of Hwy 1 are closed as a result of an accident or other event, and the resulting increased use of surface streets can make it impossible to provide dependable service. The frailty of local infrastructure does not allow for an expectation that ParaCruz will be able to achieve a "zero missed trip" environment.

During the month of October, fifteen (15) service complaints and six (6) compliments were received. Seven (7) of the complaints was found to be "not valid". Five (5) of the valid complaints was related to late pick ups (three that were being picked up together). One (1) complaint was a driver failed to wait five minutes (same driver was sent back for the customer). One (1) complaint was a result of a driver arriving earlier than scheduled. One (1) complaint was the result of a driver attempting to drop the customer at an incorrect address (staff recognized the error prior to the driver departing and the customer was taken to the correct location).

**5-8.2**



**Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through October**

	<b>October 05</b>	<b>October 06</b>	<b>Fiscal 06 YTD</b>	<b>Fiscal 07 YTD</b>
Requested	9,526	8,474	33,189	31,579
Performed	8,384	7,437	29,039	28,471
Cancels	18.71%	17.71%	18.95%	17.79%
No Shows	3.36%	2.89%	4.14%	2.82%
Total miles	64,163	51,677	227,871	200,145
Av trip miles	5.75	5.09	5.83	5.18
Within ready window	87.88%	88.91%	90.51%	90.00%
Excessively late/missed trips	33	9	77	76
Call center volume	7,481	6,054	26,828	24,224
Call average seconds to answer	32	24	31	24
Hold times less than 2 minutes	90%	95%	90%	95%
Distinct riders	878	776	1,335	1,228
Most frequent rider	53	60	199	186
Shared rides	66.3%	67.7%	61.2%	67.0%
Passengers per rev hour	1.65	1.79	1.54	1.68
Rides by supplemental providers	13.10%	9.33%	9.12%	8.46%
SCT cost per ride	\$25.17	\$24.18	\$22.70	\$23.16
ParaCruz driver cost per ride (estimated)	\$25.26	\$25.78	\$24.14	\$24.70
Rides < 10 miles	78.01%	82.05%	80.34%	81.78%
Rides > 10	21.99%	17.95%	19.66%	18.22%

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

NONE

**5-8.3**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**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

- Due to the strike in October 2005 there is no comparative data for October 2006.
- New supplemental service for the Route 20 began in March 2006 and has been continued on a quarter-by-quarter basis.
- Revenue received from UCSC for October 2006 was \$ 314,023.

## III. DISCUSSION

UCSC Fall instruction began on September 21, 2006. A summary of the results for September 2006 is:

- Student billable trips for regular service in October 2006 were 273,416.
- Faculty / Staff billable trips for regular service in October 2006 were 18,675.
- Student billable trips for Route 20 Supplemental service in October 2006 were 14,759.
- Faculty / Staff billable trips for Route 20 Supplemental service in October 2006 were 559.
- Student billable trips for the Night Owl service in October 2006 were 5,783.
- Faculty / Staff billable trips for Night Owl service in October 2006 were 559.
- Average student billable trips per school term day for all UC Service in October 2006 were 11,404.1

5-9.1

- Average Faculty / Staff billable trips *per weekday* for all UC service in October 2006 were 792.6.

<b>October</b>	Student Ridership	Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> -- Faculty / Staff
Regular Service	273,416	18,675	10,640.8	766.1
Supplemental	14,798	559	672.6	25.4
Night Owl	5,783	48	90.7	1.0
<b>2006 Total</b>	<b>293,997</b>	<b>19,282</b>	<b>11,404.1</b>	<b>792.6</b>
2005	N/A*	N/A*	N/A*	N/A*
Monthly Increase-(Decrease)	N/A*	N/A*	N/A*	N/A*

\*UTU Bus Operators were on strike in October 2005

**IV. FINANCIAL CONSIDERATIONS**

NONE

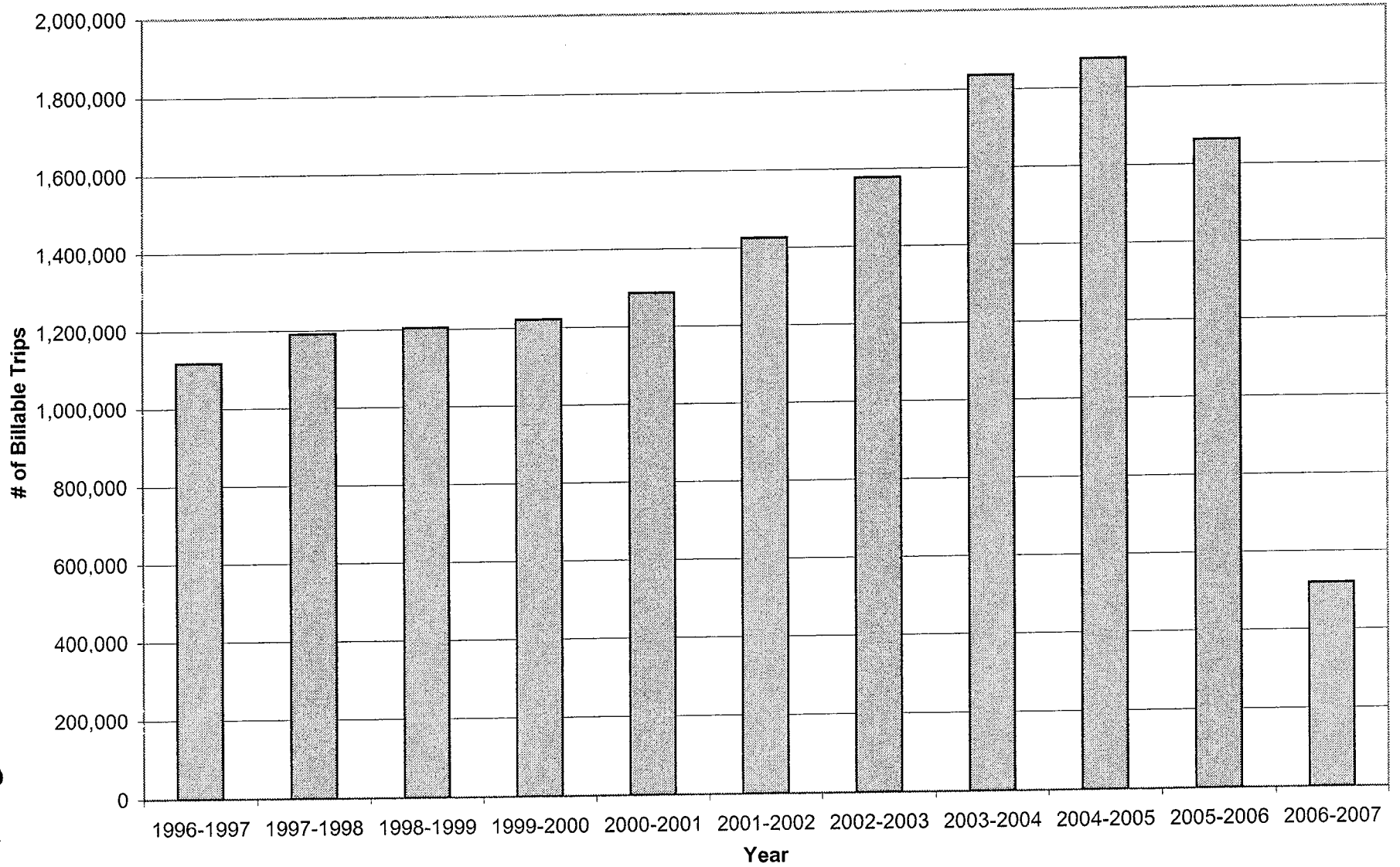
**V. ATTACHMENTS**

**Attachment A: UC Student Billable Trips**

**Attachment B: UCSC Faculty / Staff Billable Trips**

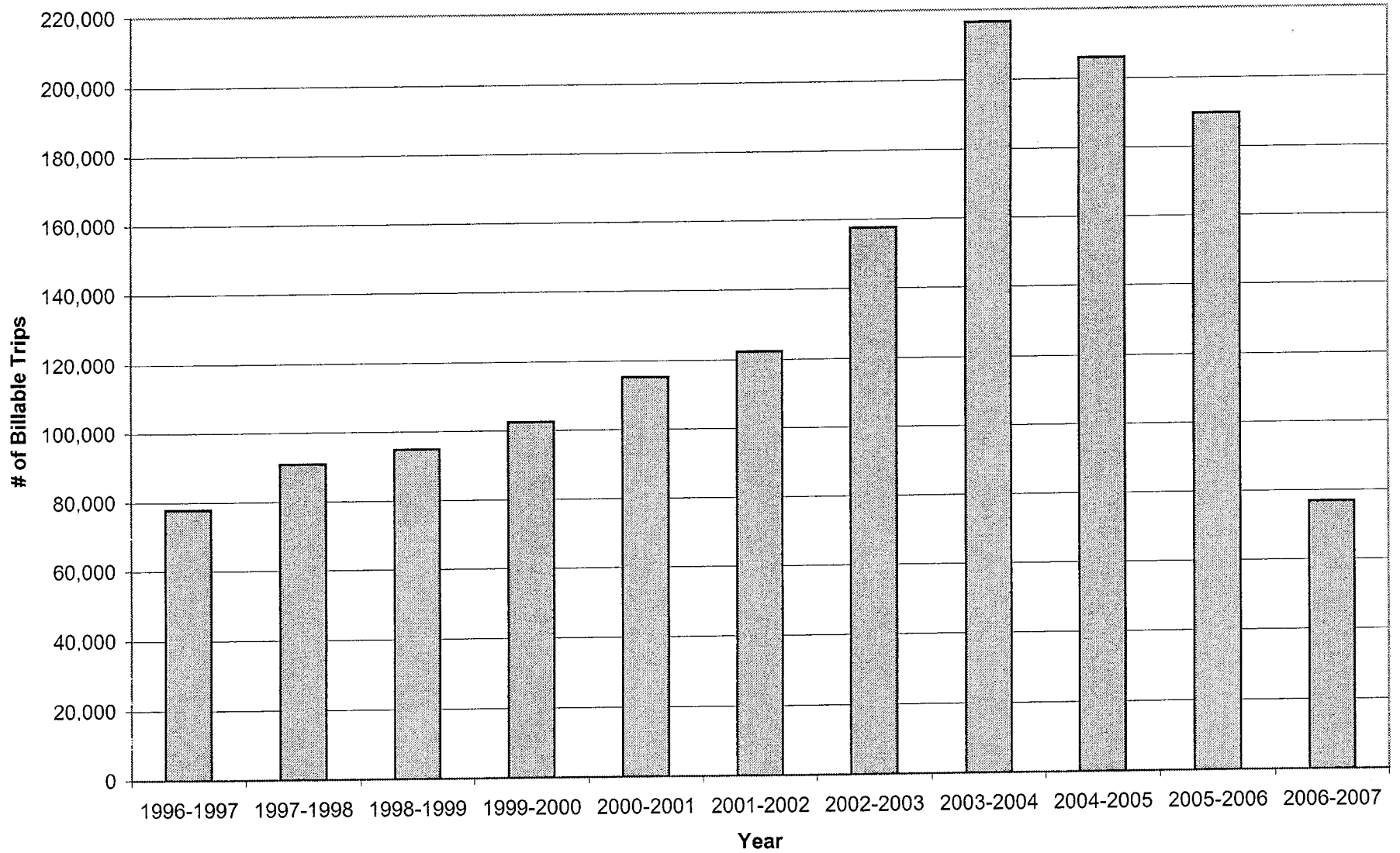
5-9.2

### UCSC Student Billable Trips



S-9.a1

### UCSC Faculty / Staff Billable Trips



5-9.61

Attachment B

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Student trips for November 2006 increased by 63.2% versus November 2005
- Faculty / staff trips for November 2006 increased by 62.6% versus November 2005.
- Revenue received from UCSC for November 2006 was \$ 253,497 versus \$155,005 for November 2005, an increase of 63.5%.
- New supplemental service for the Route 20 began in March 2006 and has been continued on a quarter-by-quarter basis.

## III. DISCUSSION

UCSC Fall instruction began on September 21, 2006. Although ridership is certainly up, comparisons to 2005 of total ridership in terms of percentages are misleading due to the strike last fall. Even when looking at the “per school-term days” figures, one has to be careful not to jump to conclusions when looking at the high percentage increases. It is important to remember that even after the strike we had a shortage of operators and had 144 hours of dropped service for the rest of November. Still, it is clear that there is a significant increase in UC ridership.

Beginning with the October report the data is now broken down into three sub-categories. This is necessary to reflect the distinctly two different types of service we now provide for UC students and staff. The first is the regular service which is billed the traditional per-ride way. The second type of service we provide is a “route guarantee” where UC guarantees the entire cost of METRO providing the service with credit given for UC riders. Hopefully, this will provide a clearer picture of UC ridership trends.

<b>November</b>	Student Ridership	Faculty/Staff Ridership	Average Ridership <i>Per School Term</i> <i>Day - Student</i>	Average Ridership <i>Per</i> <i>Weekday</i> – Faculty / Staff
Regular Service	216,945	16,135	9,882.6	755.5
Supplemental	11,473	456	603.8	24.0
Night Owl	4,013	27	86.7	0.8
<b>2006 Total</b>	<b>232,431</b>	<b>16,618</b>	<b>10,573.10</b>	<b>780.3</b>
2005*	142,454	10,219	8,116.4	578.1
Monthly* Increase- (Decrease)	63.2%	62.6%	30.27%	34.98%

\*UTU Bus Operators were on strike from September 27, 2005 through November 2, 2005

#### IV. FINANCIAL CONSIDERATIONS

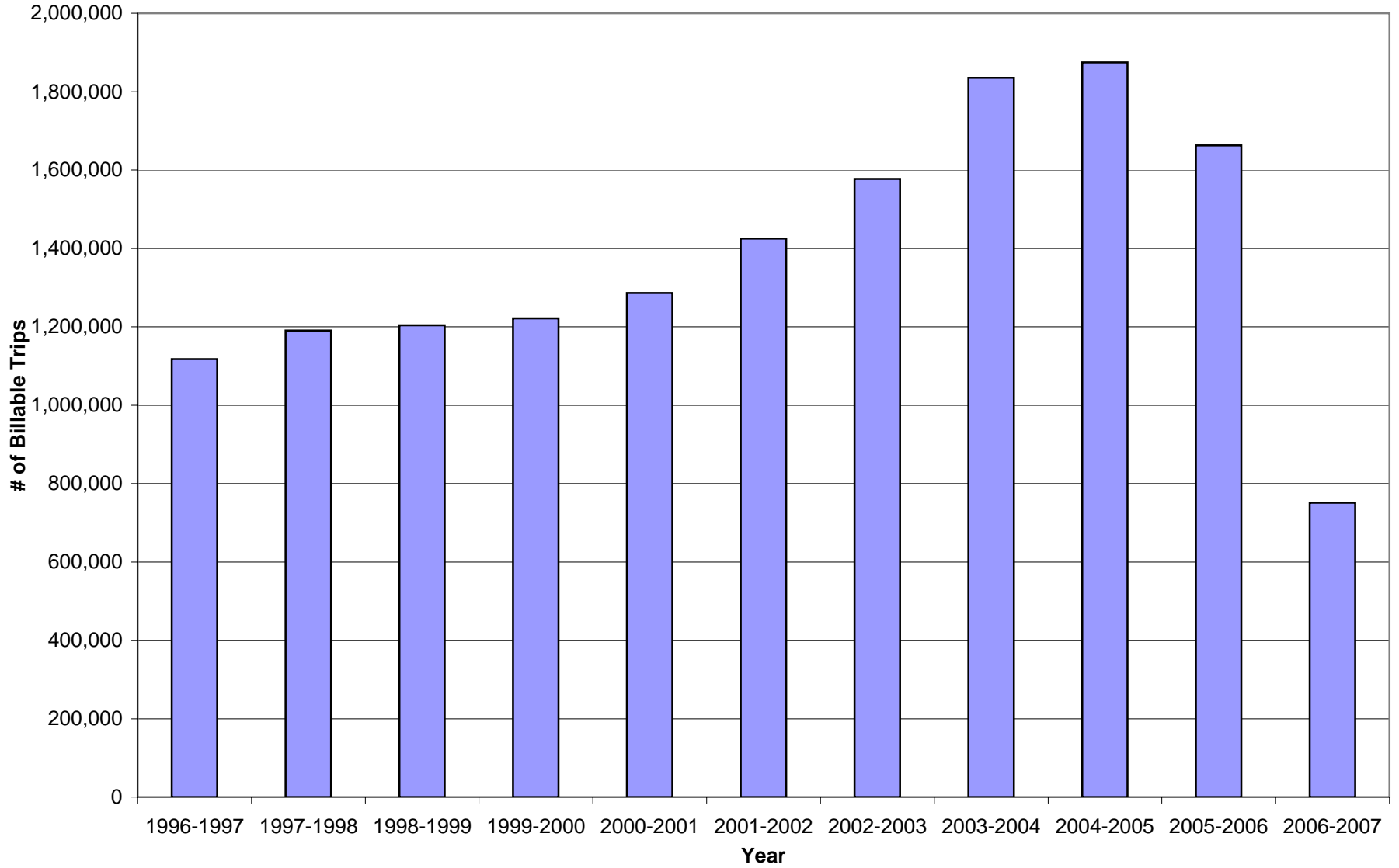
NONE

#### V. ATTACHMENTS

**Attachment A: UC Student Billable Trips**

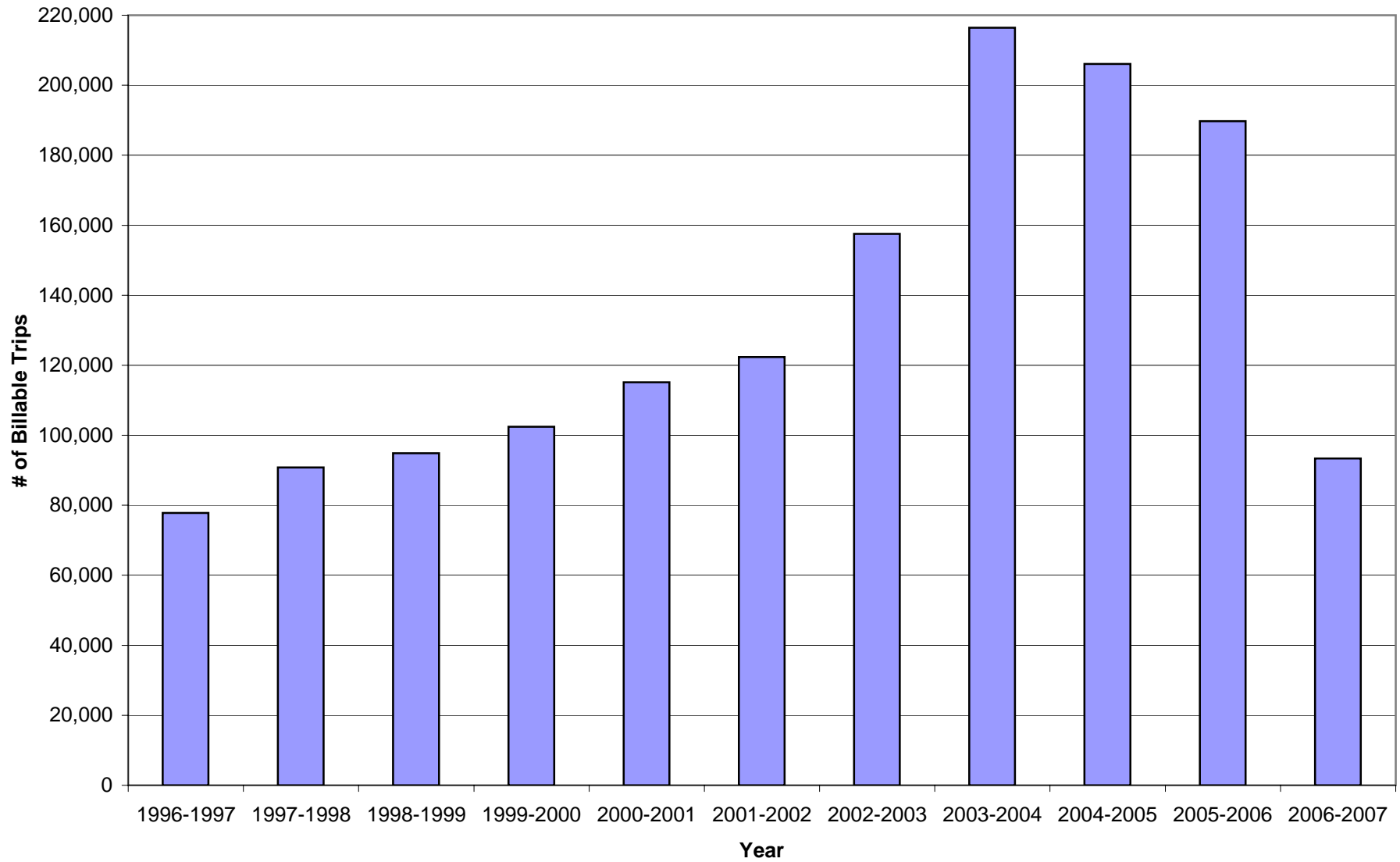
**Attachment B: UCSC Faculty / Staff Billable Trips**

### UCSC Student Billable Trips





### UCSC Faculty / Staff Billable Trips



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT:** **ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

## V. ATTACHMENTS

- Attachment A:** Minutes of the November 2, 2006 Regular SCCRTC Meeting  
**Attachment B:** Minutes of the November 16, 2006 Transportation Policy Workshop

5-10.1



safety issue. He also suggested flashing yellow lights at the intersection and a speed limit change from 50 to 34, saying that a 34mph limit would catch the attention of drivers.

Commissioner Beautz arrived.

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero indicated that there were add-on pages for his Director's Report (Item 28) and a replacement page for Item 32. Mr. Dondero also asked to pull Item 15 and requested that it be placed early on the agenda to accommodate the Commission's consultant. It was moved to Item 29-1.

Commissioner Spence indicated she had to leave at 11:15am.

**CONSENT AGENDA (Schiffrin/Rivas)**

4. Approved Minutes of the October 5, 2006 Regular SCCRTC Meeting

POLICY

No consent items

PROJECTS and PLANNING

5. Approved Staff Recommendation Regarding Submittal of a Grant Application on behalf of Community Bridges for a Mobility OutReach and Education Program
6. Approved Staff Recommendations Regarding Supplemental Materials for Community Bridges' FY 06-07 Transportation Development Act Claim
7. Accepted Information Item Regarding 2006 Final Legislative Recap
8. Accepted FY 06-07 First Quarter SCCRTC Work Program Report

COMMISSION BUDGET AND EXPENDITURES

9. Approved Staff Recommendation Regarding RTC Autonomy - Authorization to Expend Funds for Workers Compensation and Employers Liability Insurance Coverage

5-10.a2

10. Approved Budget and Administration /Personnel Committee and Staff Recommendations Regarding RTC Autonomy - Establishing Service Agreements with Various County Departments (Resolutions 24-07, 25-07)
11. Accepted Quarterly Status Report on Transportation Development Act (TDA) Revenues
12. Approved Staff Recommendation Regarding Santa Cruz County Bikeway Map Update and Reprinting Expenses (Resolution 26-07)

## ADMINISTRATION

13. Approved Staff Recommendation Regarding RTC Autonomy - Revised Job Descriptions (Resolution 27-07)
14. Approved Staff Recommendations Regarding Tax Status of Employees' Contributions to CalPERS Retirement System (Resolution 28-07)
15. Approve Consultant and Staff Recommendations Regarding Social Security Agreements with Bargaining Units Pending a Social Security Election/Referendum - Moved to the Regular Agenda as Item 29.1

## COMMITTEE MINUTES

16. Accepted Draft Minutes of the October 10, 2006 Elderly and Disabled Transportation Advisory Committee Meeting
17. Accepted Draft Minutes of the September 20, 2006 Joint Safe on 17 and Traffic Operation Systems Oversight Committee Meeting
18. Accepted Final Minutes of the September 14, 2006 Budget and Administration/Personnel Committee Meetings
19. Accepted Final Minutes of the September 11, 2006 Bicycle Committee Meeting

## INFORMATION/OTHER

20. Accepted Monthly Meeting Schedule

5-10.93

21. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
  - a. Quarterly Report on Environmental Document Review
22. Accepted Correspondence Log
23. Accepted Letters from SCCRTC Committees and Staff to Other Agencies
  - a. Letter from the Elderly and Disabled Transportation Advisory Committee to Santa Cruz Metro Transit District Regarding the ParaCruz Guide
  - b. Letter from Elderly and Disabled Transportation Advisory Committee to Community Bridges Regarding the Mobility Outreach and Education (MORE) Grant Application
24. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
25. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
26. Accepted Information Items
  - a. Safe Routes to School Program Application Deadline Announcement
  - b. Surf City Century Thank You to Supporters

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No Consent Items

#### REGULAR AGENDA

27. Commissioner Reports - None
28. Director's Report

Executive Director George Dondero announced that as of November 4<sup>th</sup>, 2006 the RTC will be an autonomous agency. He recognized staff member Tegan Speiser for her dedication and hard work to establish the RTC as an autonomous agency.

Mr. Dondero indicated that he had been invited to participate in a symposium on rail issues on December 14<sup>th</sup>. The symposium will be moderated by Assemblymember John Laird.

5-10.24

## 29. Caltrans Report

Caltrans District 5 Director Rich Krumholz provided a general update on the Highway 1/17 Merge Lanes Project. He reported that the construction crew completed their work in the Carbonera and Branciforte Creeks areas, that rip rap is in place to protect slopes and that crews are doubling their efforts to implement erosion control measures.

Mr. Krumholz said that a closed circuit television camera was installed and is being tested before being posted on the web site. He added that the California Highway Patrol asked that lanes be kept open on October 29<sup>th</sup> due to heavy traffic, forcing the last date for pile driving to be rescheduled for Saturday, November 4 with work continuing until Sunday at noon. He apologized for the inconvenience.

Mr. Krumholz announced that Caltrans will hold a Neighborhood Meeting on Wednesday, November 8, 2006, from 6:00pm-7:30pm.

Commissioner Johnson arrived.

Mr. Krumholz said that Caltrans has been working with City of Santa Cruz staff on the Mission Street landscaping project, saying he is confident that there will be trees in the median that will meet Caltrans' standards in terms of visibility.

Commissioner Rivas asked about the work scheduled to be done on Highway 152, safety for students walking to and from Pajaro Valley High School and whether Caltrans would apply for funding for Safe Routes to Schools. Mr. Krumholz said that work on Highway 152 will begin in January and that Caltrans has been in discussions with City of Watsonville staff for several months regarding safety at the high school. He clarified that Caltrans does not apply for Safe Routes to Schools funds but does administer the program. He said that this funding would be appropriate for increasing safety at the school site.

Commissioners discussed pile driving and notifying neighbors of the times and duration of the noise. Mr. Krumholz said that canvassing the neighborhoods and news releases are the most effective means of outreach. He thanked SCCRTC staff and City staff for the outreach collaboration.

5-10.a.5

Commissioner Johnson said that he and Senior Planner Karena Pushnik with direction from Siobhan Saunders of Caltrans took video interviews with neighbors to answer pertinent questions and produced a 20-25 minute project for Community TV.

Dave Eselius commented that Elkhorn Slough is a high traffic area and should be a four-lane roadway at some point. He also took issue with pile driving work being performed at night.

- 29-1. Approve Consultant and Staff Recommendations Regarding Social Security Agreements with Bargaining Units Pending a Social Security Election/Referendum - Formerly Item 15

Commission Consultant Ellen Aldridge gave the staff report. She said that additional information was obtained that should be discussed with the employee bargaining units. She asked that the item be brought back to the Commission.

Commission Alternate Schiffirin moved and Commissioner Beautz seconded to bring the item back at the next Regional Transportation Commission meeting.

The motion passed unanimously.

30. Designation of Nominating Committee for 2007 SCCRTC Chair and Vice-Chair

Executive Director George Dondero said that it is time to select a Chair and Vice-Chair for 2007 and asked for Commissioners to form a Nominating Committee. Commissioners Pirie, Beautz and Rivas volunteered. Commission Alternate Gonzalez said Commissioner Campos wanted to serve.

Commission Alternate Schiffirin moved that the four members who volunteered be designated as the Nominating Committee. Commissioner Beautz seconded and the motion passed unanimously.

31. FY 06-07 Budget and Work Program Amendment

Deputy Director Luis Mendez said that each year the Commission amends its Budget and Work Program in the fall in order to incorporate updated revenues and costs,

5-10.26



carryovers from previous years and other necessary changes. Mr. Mendez noted an error on page 31-15 line 15 regarding the SCATMA carryover amount. He said that the correct amount is \$1,133.00 and that this error affects line items on pages 31-24 to 31-36.

Mr. Mendez said that Transportation Development Act (TDA) revenues exceeded the Auditor Controller's estimate and that staff recommends that these additional funds be used to build the TDA reserve fund and to increase allocations to TDA recipients consistent with RTC Rules and Regulations.

Mr. Mendez explained that the RTC can fully fund the Transportation Funding Task Force (TFTF) project, including the extension of a full time planner position for six months to the end of the fiscal year, without negatively impacting other projects or areas of the budget.

Deputy Director Mendez noted several changes to the administrative budget including \$7,500 for an annual report to use as an outreach element and \$3,000 for periodic consultation with the past Executive Director.

Mr. Mendez also referred to a letter from Miller, Owen & Trost (MOT) requesting an increase to the rates established in the contract for rail line acquisition negotiation services. He pointed out that the rates requested by MOT are in the lower end of other legal services used by the Regional Transportation Commission and that staff and the Budget and Administration/Personnel Committee recommend amending the current contract to reflect the increase in hourly rates. He said that this contract amendment does not affect the currently proposed budget.

Mr. Mendez discussed the increase in the Highway 1 HOV Lanes Widening Project consultant cost, changes in staff costs and increasing the RTC reserve.

Commissioner Johnson asked for background regarding the increased cost for legal services. Mr. Mendez responded that the rates did not increase for three years and not all rates increased each time there was an increase. He added that staff did an analysis using the Consumer Price Index and summarized that the increase was reasonable.

Commission Alternate Schiffrin asked about funding for

5-10.a7

Project Monitoring. Mr. Mendez said the funding is from Rural Planning and Federal Highway Administration (FHWA) planning funds.

Commission Alternate Schiffirin clarified that he voted against having a contract for services with the past Executive Director because it sets a bad precedent and that developing a contract and scope of services would be a headache.

Commissioner Beautz asked where the money for the increase in legal fees for services from Miller, Owen & Trost would come from and Deputy Director Mendez answered that the funding would come from the Rail/Trail Authority budget.

Commissioners discussed the future of the Transportation Funding Task Force (TFTF), raising issues about increased costs, assurances that meetings will be held at accessible facilities, the role of the half-time planner and whether a wide enough range of people were being reached to develop a comprehensive proposal.

Deputy Director Luis Mendez said that staff received a report on accessible locations and has been working on identifying suitable locations.

Executive Director George Dondero said that developing a local funding program is an expensive process and that any county that has taken on this kind of effort has invested a lot, especially the ones that have been successful. He added that detailed analysis was provided to the RTC and that compiling the information is very time intensive.

Senior Planner Karena Pushnik clarified the process, saying that the first stage was an information gathering stage asking the public at large to identify problems and solutions. She said that currently Convener Keeley is talking to people about high profile, high priority projects and examining where agreements can be reached. She added that Mr. Keeley's time is donated and not a cost to the RTC. She said that staff is getting ready for the outreach phase adding that the Task Force members serve as two way conduits to the respective groups they represent. She said that the Funding 101 workshop was extremely effective helping the public understand how funding works, the restrictions on certain funds, etc.

5-10.a8

Commissioner Beautz questioned whether the involvement of even a couple of thousand people was enough to be representative of the 200K + population of the community.

Commissioner Spence said that the report is hard to follow and asked for the item to be brought back in a clearer format. She also asked for clarification regarding the amounts being allocated to reserves and TDA and CMAQ phase-out.

Commissioners continued to discuss the TFTF and whether the process could produce a product that was worth the investment. It was noted that at some point polling would be necessary and that any recommendation from the Task Force would require a constituency to advocate for it. It was agreed to ask Mr. Keeley to present the Commission with a report.

Deputy Director Luis Mendez said that Mr. Keeley is planning on being at the December meeting and that staff can add more information regarding the whole project.

Commission Alternate Schiffirin moved to approve staff recommendations with the added direction that in December the Commission receives a more detailed report about budget and timelines for the TFTF and final products and data. He added that part of motion was that the \$3,000 for a contract with the past Executive Director be deleted. Commissioner Reilly seconded.

Commissioner Beautz asked to separate the amendment from the motion. Both the maker and the second agreed to the suggestion.

Commissioners discussed the contract with the previous Executive Director.

Commissioner Stone clarified that the amendment to the motion was to remove the \$3,000 line item from the proposed administration budget for a contract with the previous executive Director. The vote was taken and the amendment failed.

The motion to approve The Budget and Administration/Personnel (B&A/P) Committee and staff recommendations that the Regional Transportation Commission (RTC):

5-10.09

1. Adopt a resolution to approve the proposed amendments to the FY 06-07 Budget and the Work Program, including the following:
  - a. Increased Transportation Development Act (TDA) revenues;
  - b. Increased TDA funds allocations to the various recipients in accordance with the RTC's rules and regulations;
  - c. Increased TDA reserves to 7% and Commission Fund reserves to 8% based on the RTC rules and regulations;
  - d. Increased State Transit Assistance (STA) funds;
  - e. One time increase in Rural Planning Assistance (RPA) funds;
  - f. Decrease in Federal Highway Administration (FHWA) Planning funds;
  - g. Amended FY 06-07 Budget for the Transportation Funding Task Force including extension of a temporary transportation planner position to the end of FY 06-07;
  - h. Funds for the production and printing of an RTC annual report; and,
  - i. \$3,000 for a contract for periodic consultation with the previous Executive Director.
2. Adopt a resolution approving amending the Miller, Owen and Trost contract to increase hourly rates as shown.

with the he added direction that in December the Commission receives a more detailed report about budget and timelines for the TTF and final products and data and including the correction to the budget as stated in the staff report that the SCATMA carry-over is \$1,133, not \$30,895.

The motion (Resolutions 29-07, 30-07) passed unanimously.

32. FY 06-07 Amended Article 4 Transportation Development Act (TDA) and State Transportation Assistance (STA) Claims from Santa Cruz Metro Transit District (SCMTD)

Senior Planner Rachel Moriconi explained the two major sources of funding for public transportation. She said that Transportation Development Act (TDA) funds are derived from  $\frac{1}{4}$  cent of the retail sales tax collected by the state and that the State Transit Assistance (STA) funds are derived from the statewide gas tax. The SCCRTC allocates TDA funds to the SCMTD and other claimants based on

5-10.a10

priorities and formulas in the SCCRTC Rules and Regulations and the Commission allocates the STA revenues to the SCMTD. Amounts of STA funding are apportioned by the state according population and operator revenues.

Ms. Moriconi said that the SCMTD proposed to use its TDA funding for operations and its STA funds for the MetroBase project. She referred to replacement page 32-17 that indicated that the number of current Metro passengers exceed the number of passengers before the strike, saying that the Metro should be commended for improving its ridership.

Commissioner Rivas moved and Commissioner Beutz seconded to approve the staff recommendations that the Regional Transportation Commission adopt resolutions approving the Santa Cruz Metropolitan Transit District's (SDMTD) amended FY 06/07 Transportation Development Act (TDA) Article 4 and State Transit Assistance (STA) claims in the amounts of \$6,165,834 and \$4,720,782 respectively.

The motion (Resolutions 31-07, 32-07) passed unanimously.

33. Highway 1 Soquel/Morrissey Auxiliary Lanes Project Status Update and Consultant Contract

Senior Planner Kim Shultz gave the staff report, saying that Caltrans and RTC staff worked with the consultant team to develop a proposed scope of services and cost estimate to complete the PA/ED phase of the Highway 1 Soquel/Morrissey Auxiliary Lanes Project. Mr. Shultz noted that funding for the Auxiliary Lanes Project was a challenge since no new moneys were available, despite District 5's efforts. He said that funding to begin the environmental documentation was provided by a federal earmark secured by Congressman Sam Farr as part of the federal SAFETEA-LU bill.

Mr. Shultz described the proposed scope of services and discussed the reasons to designate Nolte Associates as the sole source provider of these services, including a cost savings since much of the work would parallel the work that Nolte is doing for the Highway 1 HOV Lanes Widening Project and therefore prevent duplication of effort. He said that Caltrans concurred that this is an appropriate and wise choice.

5-10.211

Commissioners discussed the budget and the roles that subcontractors, such as HNTB and Parsons, would play.

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

1. Approve a resolution authorizing the Executive Director to complete negotiations and execute a sole source consultant contract, with Nolte Associates, Inc. in an amount not to exceed \$999,000 to complete the PA/ED phase of the Highway 1 Soquel/Morrissey Auxiliary Lanes Project; and,
2. Receive a status update on Highway 1 Project Activities.

The motion (Resolution 33-07) passed unanimously.

34. Engagement of a State Transportation/Legislative Strategist

Senior Planner Kim Schultz reported on the recruitment process and recommendation for a state legislative analyst to monitor transportation legislation and administrative activity in Sacramento and advocate on behalf of the RTC.

Mr. Shultz said that Requests for Proposals (RFPs) were sent to 27 firms and that three firms responded. Using criteria specified in the RFPs, the Consultant Evaluation Committee unanimously concluded that the team of John Arriaga, JEA & Associates, and Mr. Steve Schnaidt, Principal of Schnaidt & Associates, would best serve the needs of the Regional Transportation Commission. Mr. Shultz said that a Draft Scope of Services was included for the Commission's review.

Commissioner Rivas moved and Commission Alternate Schifffrin seconded to approve the Consultant Evaluation Committee and staff recommendations that the Regional Transportation Commission:

1. Approve a resolution authorizing the Executive Director to execute a contract with the consultant team lead by JEA & Associates in an amount not to exceed \$17,000 through June 30, 2007, to serve as the RTC's State Transportation/Legislative Strategist; and,
2. Review and provide comment on the Draft Scope of Services for the State Transportation/Legislative Strategist.

5-10.212

Commission Alternate Schiffirin requested that the consultants focus on bills that are significant to the commission.

The consultants introduced themselves and the motion (Resolution 34-07) passed unanimously.

**CLOSED SESSION - Removed from Agenda**

35. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

**OPEN SESSION**

37. Next Meetings/Adjournment

The meeting adjourned at 11:27 am.

The next Transportation Policy Workshop is scheduled for Thursday, November 16, 2006 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, December 7, 2006 at 9:00 a.m. at the Watsonville City Council Chambers, 215 Union Street, Watsonville, CA.

Respectfully submitted,

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Gini Pineda, Staff

5-10.a13

ATTENDEES

Chris Schneider	City of Santa Cruz Public Works
Dave Eselius	
John Arriaga	JEA & Associates
Les White	SCMTD
Manuel Osorio	Cabrillo College
Chris Metzger	Nolte
Donna Ziel	Alternate to Mark Stone
Steve Schnaidt	

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5-10. a 14



Santa Cruz County Regional Transportation Commission (SCCRTC)

REGIONAL TRANSPORTATION COMMISSION  
Transportation Policy Workshop

MINUTES

Thursday, November 16, 2006  
9:00 am  
SCCRTC Conference Room  
Santa Cruz, CA 95060

Members Present:     Dene Bustichi (Alt.)             Kirby Nicol (Alt.)  
                               Jan Beautz                                 Ellen Pirie  
                               Tony Campos                                 Emily Reilly  
                               Randy Johnson                                 Andy Schiffrin (Alt.)  
                               Mike Keogh                                 Dale Skillicorn  
                               David Koch (Alt.)                                 Mark Stone  
                               Aileen Loe (Alt. ex-officio)

1. Introductions

Commissioner Campos was delayed due to traffic; therefore, Commissioner Pirie called the meeting to order.

2. Oral Communications - None

3. Additions/Deletions to the Agenda

Executive Director George Dondero noted add-on pages to Items 6 and 7.

Commissioner Campos arrived.

**Consent Agenda (Stone/Schiffrin)**

4. Approved Revised Commission Meeting Schedule for the Next Calendar Year

5. Accepted News Release from Caltrans Regarding Highway 1/17 Merge Lanes Traffic Camera

**Regular Agenda**

6. Transportation Bond Measures Election Results and Proposition 1B Funding Opportunities

5-10.61

Executive Director George Dondero presented handout pages 6-9 and 6-10, explaining the criteria for project nominations for Corridor Mobility Improvement Account (CMIA) funding. He said that the Highway 1 HOV Lanes Widening Project meets the basic criteria. He added that the Central Coast region targets funding range of between \$54 million to \$130 million were introduced as “soft numbers” and does not prevent the Commission from proposing a project outside the range.

Commissioners discussed the benefits and drawbacks of nominating the Highway 1 HOV Lanes project in its entirety as the number one priority or if several smaller projects should be listed. It was noted that project readiness and local match funds were important criteria for the CTC.

Commissioner Beautz arrived.

Commissioners suggested that the Highway 1 Auxiliary Lanes, the Highways 1/9 Intersection, and the Highway 1 San Lorenzo River Bridge projects be nominated, but it was noted that these projects could be funded by future State Transportation Improvement Program (STIP) funds or from the STIP Augmentation element of the Transportation Bond – Proposition 1B and that CMIA funding was specifically for projects that could not be funded through the regular sources of funding.

Commission Alternate Koch arrived.

Commissioners suggested that STIP and other funding for other Highway 1 projects should be listed as “local match” for the Highway 1 HOV Lanes project and that the permanent sales tax for transit be listed as a local commitment to improve transportation.

Executive Director George Dondero noted two key aspects of the CMIA funding process: that the California Transportation Commission (CTC) says the project will be graded on a cost - benefit ratio, which Caltrans will prepare, and that there will be a narrative in which the Commission can explain that it is working on local funding sources and also explain that the Highway 1 widening can be built in phases while submitting the whole project as one project.

Commission Alternate Nicol moved and Commissioner Beautz seconded to approve the staff recommendation to prepare a submittal of the Highway 1 HOV Lanes Project only for CMIA funding.

Commission Alternate Schiffrin moved to amend the motion to direct staff to include discussion of other available funding sources for other projects in the staff report that discusses the CMIA submittal for the Highway 1 HOV Lanes project. Commissioner Reilly seconded.

After discussing the main motion and the amendment to the motion, Commissioner Reilly called for a vote on the amendment and asked to have a staff report include what money other local jurisdictions could access for their projects.

5-10.62

Commissioner Beautz noted that Commission Alternate Nicol's motion was not an approval of the staff recommendations.

The amendment to the motion passed with Commissioner Keogh voting "no".

Commission Alternate Nicol accepted the friendly amendment.

Commission Alternate Schiffrin clarified the main motion to approve the staff recommendations and for staff to return with a strategy to maximize the CMIA funding request.

The motion passed unanimously.

7. Draft 2007 Federal and State Legislative Agendas

Senior planner Kim Shultz gave the staff report, saying that he would like to bring the item back to the Commission at its January meeting. He noted some areas where changes in language could provide more flexibility to federal rule making.

After some discussion on concerns regarding the language on transit oriented development, Commission Alternate Schiffrin suggested that the language in the first bullet of section 7.b of the Draft 2007 State Legislative Agenda be changed to read "Support legislation that promotes funding transit-orientated development and transit villages without regulatory restrictions." and moved to approve the staff recommendations that the Regional Transportation Commission and the respective advisory committees:

1. Review and provide comment on the Draft 2007 State and Federal Legislative Agendas and,
2. Direct staff to prepare the Final Draft 2007 State and Federal Legislative Agendas for consideration at the January 2007 meeting of the Regional Transportation Commission.

Commissioner Pirie seconded but commented that she is concerned that funding sometimes comes with strings.

Les White, SCMTD General Manager, said that Proposition 1C passed but without implementing regulations, so there will be a trailer bill to add regulations and that it will be important to influence what the regulations are for all the bond measure propositions.

The motion passed unanimously.

Commissioner Keogh asked if the sales tax measures that passed in five California counties identified single projects or several projects. Staff will bring that information back to the Commission.

5-10.63

**Closed Session – Removed from Agenda**

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

- 9. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

**Open Session**

The meeting adjourned at 10:20 am

- 10. Next Meetings / Adjournment

The next regular RTC meeting will be held **Thursday, December 7, 2006 at 9:00 a.m.** at the Watsonville City Council Chambers, 215 Union Street, Watsonville, CA.

The next Transportation Policy Workshop will be held **Thursday, December 21, 2006 at 9:00 a.m.** at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

\_\_\_\_\_  
Gini Pineda, Staff

**ATTENDEES**

Les White	SCMTD
Bonnie Morr	UTU
Bill Comfort	
Mark Griffin	AMBAG

5-10.64

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Service Building work
  - On January 26, 2007, the Board of Directors are welcome to a tour of the Service & Fueling facility.
  - Arntz Builders proceeding with storm drain connection & in preparation of fueling equipment installation.
  - Service Building Construction working on building structure.
- Maintenance Building
  - West Bay Builders began site work on 120 Golf Club Drive property

## III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. Concrete work for foundation floor and flooring for facility has been completed. Current work include roof structure and fueling equipment installation for the building. Arntz Builders will be connecting storm drain connections for storm water and sewer connections. Arntz Builders will also be working on installation of the fueling equipment. On January 26, 2007, METRO staff will bring forth a report for the Service Building Schedule for Arntz Builders.

On January 26, 2007, METRO staff scheduled a tour for the Board of Directors to view the progress of the Service & Fueling Facility. The tour will occur shortly after the Board Meeting on January 26, 2007. Shuttle service will be set up for transportation to the site.

West Bay Builders began site work on 120 Golf Club Drive property. Before this could be done, METRO relocated several storage containers and buses.

5-11.1

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:

- Board of Directors Tour of Service & Fueling Facility scheduled for January 26, 2007.
- Arntz Builders proceeding with storm drain connection & in preparation of fueling equipment installation.
- West Bay Builders began site work on 120 Golf Club Drive property

Previous information regarding the MetroBase Project:

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

- Received Caltrans Encroachment Permit.
- Service Building Construction working on building structure.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete work for floor foundation area complete.
- Concrete work for LNG pad and containment area completed.
- Change Order #2 and #3 approved.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.
- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- RNL began working on the Maintenance Building portion of the MetroBase project.
- Harris & Associates contract modified for added Maintenance Building scope.

5-11.2

**IV. FINANCIAL CONSIDERATIONS**

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

**V. ATTACHMENTS**

**None**

**5-11.3**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Fleet Maintenance

**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES**

## I. RECOMMENDED ACTION

**District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Cruz Car Wash for ParaCruz vehicle washing services to extend the term of the contract for one (1) additional year and increase the rate of compensation.**

## II. SUMMARY OF ISSUES

- The District has a contract (No. 360) for ParaCruz vehicle washing services.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Cruz Car Wash has indicated that they are interested in extending the contract one additional year to February 28, 2008.
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year with an increase in compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area.

## III. DISCUSSION

The District's current contract with Cruz Car Wash for ParaCruz vehicle washing services is due to expire on February 28, 2007. Cruz Car Wash has provided good service under this contract. An extension of the contract would be favorable to the District. Section 4.01 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Cruz Car Wash has also reviewed the contract and has indicated their desire to extend the contract for one additional year with an increase in compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area.

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year and allow an increase in the rate of compensation equal to the annual percentage change in the consumer price index for the San Francisco-Oakland-San Jose area.

5-12.1



**IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the operating budget for ParaCruz.

**V. ATTACHMENTS**

**Attachment A:** Letter from Cruz Car Wash

**Attachment B:** Contract Amendment

5-12.2



Full Service Car Wash & Gas  
Express Detail Service

Thursday, December 07, 2006

Lloyd Longnecker  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Suite B  
Santa Cruz, CA 95060

Re: District Contract No. 04-10 for washing of ParaCruz vehicles

Dear Lloyd,

This is my letter of intent to extend our contract with Metro for one additional year, as specified in our master contract. Per that contract, we request a 2.5% increase over the current \$15.28/car charge. With your permission, we request that the new price of \$15.66 go into effect, as of March 1, 2007.

I want to make sure that Metro is aware of our new "Express Exterior" wash service. We spent over \$12,000 in water treatment equipment, in order to provide this service. Your drivers can remain in the vehicle and have the outside of their (vans) washed in less than 5 minutes. This service costs \$8.00/wash and I suggest that it be used as a "touch-up," in between normal full-service (vacuum included) washes. It is economical and quick, which should appeal to Metro.

We continue to enjoy Metro's business and have come to depend on your weekly washes. For that I am very grateful and I thank everyone involved. If I don't talk to you before then, have a great vacation and successful New Year. Lloyd

Regards,

Jeremy S. Lezin

5-12.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 360  
FOR PARACRUZ VEHICLE WASHING SERVICES**

This Second Amendment to Contract No. 360 for ParaCruz vehicle washing services is made effective March 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and CRUZ CAR WASH ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for ParaCruz vehicle washing services ("Contract") on March 1, 2005.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through February 28, 2008. This Contract may be mutually extended by agreement of both parties.

**III. COMPENSATION**

3.1 Article 5.01 is amended to include the following language:

Effective March 1, 2007, the rate for vehicle washing services will be increased by the annual percentage change in the consumers priced index for the San Francisco-Oakland-San Jose area (2.5%).

**IV. REMAINING TERMS AND CONDITIONS**

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

SIGNATURES ON NEXT PAGE

5-12.61

V. AUTHORITY

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

Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR  
CRUZ CAR WASH

By \_\_\_\_\_  
Jeremy S. Lezin  
President

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-12.62

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007

**TO:** Board of Directors

**FROM:** Tom Stickel, Manager of Maintenance

**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES**

## **I. RECOMMENDED ACTION**

**District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Steve's Union Service for ParaCruz vehicle fueling services to extend the term of the contract for one (1) additional year.**

## **II. SUMMARY OF ISSUES**

- The District has a contract (No. 361) for ParaCruz vehicle fueling services.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Steve's Union Service has indicated that they are interested in extending the contract one additional year to February 28, 2008.
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year.

## **III. DISCUSSION**

The District's current contract with Steve's Union Service for ParaCruz vehicle fueling services is due to expire on February 28, 2007. Steve's Union Service has provided good service under this contract. An extension of the contract would be favorable to the District. Section 4.01 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Steve's Union Service has also reviewed the contract and desires a one-year extension of the contract.

District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year.

## **IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the operating budget for ParaCruz.

5-13.1

**V. ATTACHMENTS**

**Attachment A:** Letter from Steve's Union Service

**Attachment B:** Contract Amendment

5-13.2

STEVE'S UNION SERVICE  
1500 Soquel Drive  
Santa Cruz, CA 95065-1711  
831 476-3857

December 9, 2006

Mr. Lloyd Longnecker  
110 Vernon St. SuiteB  
Santa Cruz CA 95065

Dear Mr. Longnecker,

I agree to extend the contract for the new term.

Thank you,



Steve Oneto

5-13.01

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 361  
FOR PARACRUZ VEHICLE FUELING SERVICES**

This Second Amendment to Contract No. 361 for ParaCruz vehicle fueling services is made effective March 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and STEVE'S UNION SERVICE ("Contractor").

**I. RECITALS**

1.1 District and Contractor entered into a Contract for ParaCruz vehicle fueling services ("Contract") on March 1, 2005.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through February 28, 2008. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

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

**IV. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

**5-13.61**



Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR  
STEVE'S UNION SERVICE

By \_\_\_\_\_  
Steve Oneto  
President

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-13.62

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT:** CONSIDERATION OF CONTRACT RENEWAL WITH DIXON & SON, INC. FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

## I. RECOMMENDED ACTION

**District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son, Inc. to extend the term of the contract for one (1) additional year and allow an increase to labor and delivery charges equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area.**

## II. SUMMARY OF ISSUES

- The District has a contract with Dixon & Son, Inc. for revenue and non-revenue tires.
- At the option of the District, this contract may be renewed for four (4) additional one-year terms.
- Dixon & Son, Inc. has indicated that they are interested in extending the contract an additional year to February 28, 2008 with pricing to remain the same on new tires and retread tires. Labor and delivery charges will increase by 2.5% which is equal to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area.
- District staff is recommending that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon and Son, Inc. to extend the term of the contract for one (1) additional year and allow an increase to labor and delivery charges equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area.

## III. DISCUSSION

The District's current contract with Dixon & Son, Inc. for revenue and non-revenue tires is due to expire on February 28, 2007. Dixon & Son, Inc. has provided good service under this contract. An extension of the contract would be favorable to the District. Section 3.02 of the contract allows the District the option to renew the contract for four (4) additional one-year terms. Dixon & Son, Inc. has also reviewed the contract and has indicated their desire to extend the contract for one additional year. There will be no price increases for new and retread tires. Labor and

5-14.1

delivery charges will be increased 2.5% which is the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose area as provided in the original contract.

It is recommended that the Board of Directors authorize the General Manager to execute an amendment to the contract with Dixon & Son, Inc. to extend the contract one (1) additional year and allow an increase to labor and delivery charges equal to the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area.

#### **IV. FINANCIAL CONSIDERATIONS**

Funds are available in the Fleet Maintenance budget for this amendment.

#### **V. ATTACHMENTS**

- A- Letter from Dixon & Son, Inc.
- B- Amendment to Contract

**5-14.2**

DIXON & SON INC.  
125 WALKER ST.  
WATSONVILLE CA. 95076

January 2, 2007

Santa Cruz Metropolitan Transit District  
110 Vernon st. suite B  
Santa Cruz Ca. 95060  
Fleet Maintenance / Purchasing  
Re: Contract renewal for IBF (05-13)

Dear Lloyd,

Dixon and Son will be very pleased to continue our contract with SCMTD

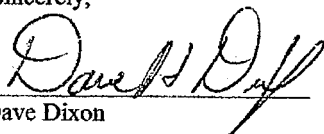
As you are aware there has been many changes in our industry this past year. Bandag announced their joining with Bridgestone, Goodyear's strike, the untimely death of Michilens CEO and owner.

Along with this has come pricing and supply uncertainties. Rest assured Dixon and Son with their suppliers are doing everything in our power to maintain and secure product and pricing for SCMTD.

Dixon and Son will hold good our labor and delivery prices under the same conditions with any cost increases to the Consumer Price Index for San Francisco-Oakland-San Jose area.

New tire and retread pricing will remain the same as long as supply and pricing stay stable from the manufacturer's. As is the manufacturer Dixon and Son are unable to promise the length of time product pricing will remain the same. If any changes accrue SCMTD will be notified as far in advance as possible in writing.

Sincerely,

  
Dave Dixon

5-14.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIRST AMENDMENT TO CONTRACT FOR REVENUE AND NON-REVENUE TIRES**

This First Amendment to the Contract for revenue and non-revenue tires is made effective March 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Dixon and Son, Inc. ("Contractor").

**I. RECITALS**

- 1.1 District and Contractor entered into a Contract for revenue and non-revenue tires ("Contract") on March 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has requested a price increase for labor and delivery charges.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

- 2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through February 28, 2008. This Contract may be mutually extended by agreement of both parties.

**III. COMPENSATION**

- 3.1 Article 5.01 is amended to include the following language:

Effective March 1, 2007, prices for labor and delivery shall be increased at a percentage rate equal to the annual percentage change in the Consumer Price Index for the San Francisco – Oakland – San Jose Area (2.5 %).

**IV. REMAINING TERMS AND CONDITIONS**

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

**V. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

**5-14.61**

Signed on \_\_\_\_\_

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR  
DIXON AND SON, INC.

By \_\_\_\_\_  
Dave H. Dixon  
Owner

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-14.62

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT: CONSIDERATION OF ALTERNATIVES FOR GAULT STREET SERVICE**

## I. RECOMMENDED ACTION

**To consider alternatives for providing service and financing to Gault Street and provide staff with further direction.**

## II. SUMMARY OF ISSUES

- METRO previously provided service to Gault Street using the Route 65.
- Route 65 was eliminated in September 2004 as part of a service reduction necessary to balance the budget.
- METRO has received various communications from residents on Gault Street (including La Posada) requesting a reinstatement of service.

## III. DISCUSSION

Beginning in FY 2002 METRO suffered a series of revenue shortfalls requiring service reductions. In September 2004, service to Gault Street was discontinued when Route 65 was eliminated, saving \$256,880. Although residents of Gault Street expressed concern at that time, the reduction was necessary at that time to balance the budget.

Recently residents of Gault Street have again requested that service to their area be reinstated. Currently, residents of La Posada have to walk 2/10 of a mile to get to the southbound bus stop on Soquel near Frederick. The northbound stop is across the street near Soquel and San Juan. Residents of the Gault Street Apartments are 2/10 of a mile from the southbound bus stop at Soquel and Darwin. The northbound stop is just across the street on Soquel.

The Board has adopted a five-year operating program that contains no new service improvements. The alternatives that are shown here are not contained in the plan.

METRO Staff and the Service Planning and Review Committee have considered how service to Gault Street might be reinstated. Three alternatives have been identified.

5-16.1

## Route 66

The running time of this route ranges from 25 to 38 minutes depending on the time of day. This alternative loops down to Gault Street from Soquel Avenue adding 2/10 of a mile to the route (see Attachment A). For residents of La Posada, stops could be re-activated on Gault Street at Frederick Street in both directions. For Gault Street Apartment residents, stops could be installed on South Morrissey Blvd. and Gault Street, thereby reducing the walk to 1/10 of a mile. The cost of installing these new stops is unknown. It is estimated that this loop would necessitate an increase in running time of five minutes.

**Pros:** Close proximity to current routing and therefore less impact to the current schedule.

**Cons:** Longtime established route. Some trips are quite full. Two new stops would need to be added.

**Average weekday passengers per trip: 16.9.**

**Current route mileage – Outbound=6.76 miles/Inbound=6.33 miles.**

**Estimated minimum cost: \$72,000 (assuming no service after 7:00 PM).**

**Estimated minimum cost of mid-day variant: \$28,775.**

## Route 68

The running time of this route ranges from 25 to 38 minutes depending on the time of day. This alternative would require a more significant diversion from current routing and add an additional ten minutes to the running time. From the intersection of Seabright Avenue and Broadway the bus would make a left on Seabright Avenue and loop around Gault Street to Frederick Street and back to Seabright Avenue, adding just over a mile to the route (see Attachment B). For La Posada residents no new stop would be necessary as there is an established stop with shelter in front on Frederick Street. An old stop in front of the Gault Street library could be re-activated for closer access for Gault Street Apartment residents.

**Pros:** Has fewer riders per trip than the Route 66 and therefore less impact of current riders.

**Cons:** The most costly of the alternatives.

**Average weekday passengers per trip: 14.5.**

**Current route mileage – Outbound=7.09 miles/Inbound=6.73 miles.**

**Estimated minimum cost: \$132,445.**

## Route 69

This route is one of four variations of the Route 69 (the others being the 69A, 69N, and 69W). Its current running time ranges from 15 to 27 minutes depending on the time of day. This alternative loops down to Gault Street from Soquel Avenue adding 2/10 of a mile to the route (see Attachment C). For residents of La Posada, stops could be re-activated on Gault at Frederick Street in both directions. For Gault Street Apartment residents an old stop in front of the Gault Street library could be re-activated for southbound destinations. For northbound destinations a new stop could be installed on South Morrissey and Gault In both directions the walk would be reduced to 1/10 of a mile. The cost of installing the new stop is unknown. It is estimated that this

5-16.2



will necessitate an increase of running time of five minutes. It is important to note that there are only three trips on weekends.

**Pros:** Close proximity to current routing and therefore less impact to the current schedule.

**Cons:** Currently one of the fastest routes from METRO to the Capitola Mall, the loop would add time to the route. There are only three trips on the weekends.

**Average weekday passengers per trip: 13.9.**

**Current route mileage – Outbound=4.12 miles/Inbound=4.54 miles.**

**Estimated minimum cost: \$57,550.**

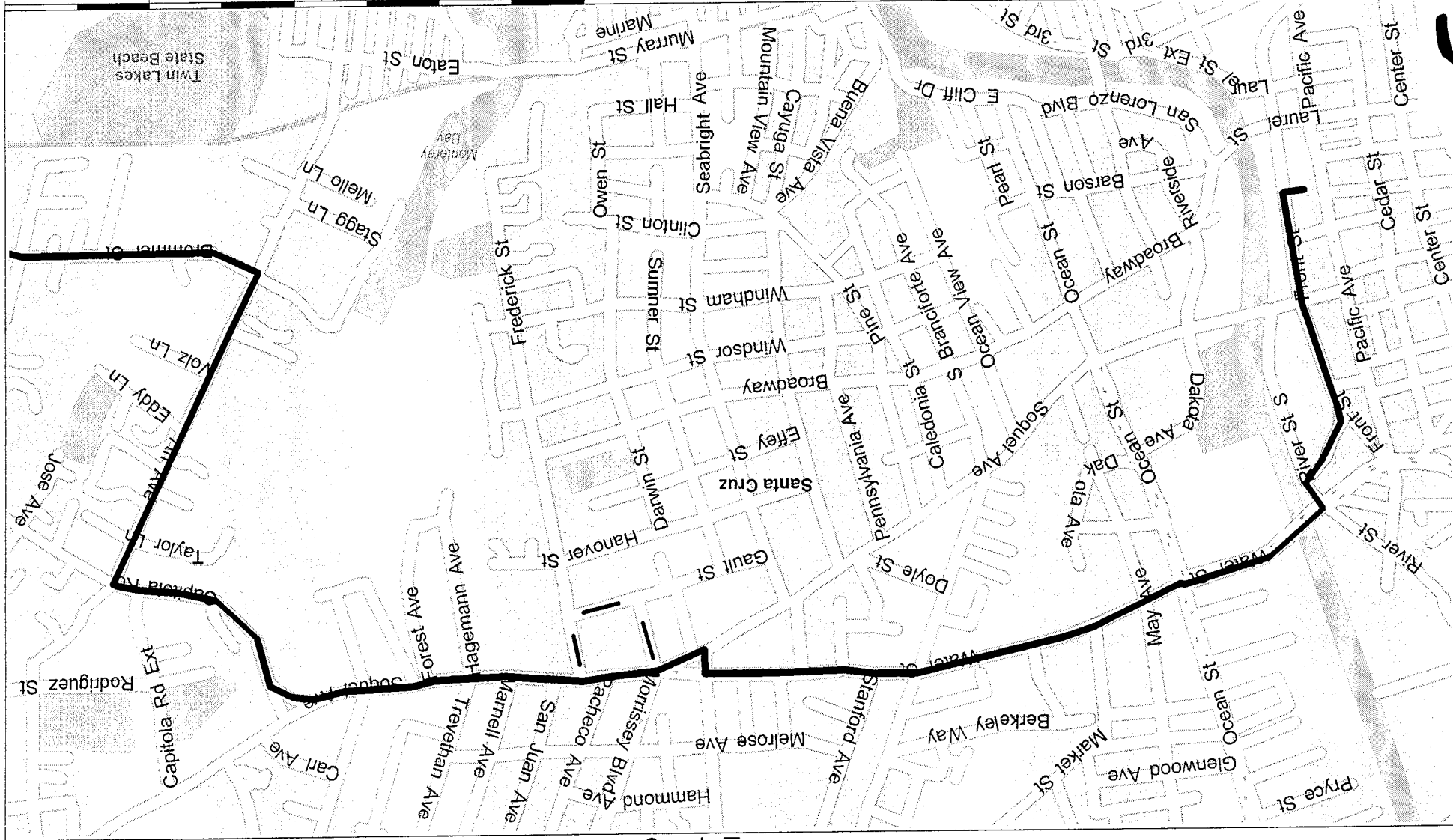
## **V. FINANCIAL CONSIDERATIONS**

Staff is requesting direction as to funding of this potential service change.

## **V. ATTACHMENTS**

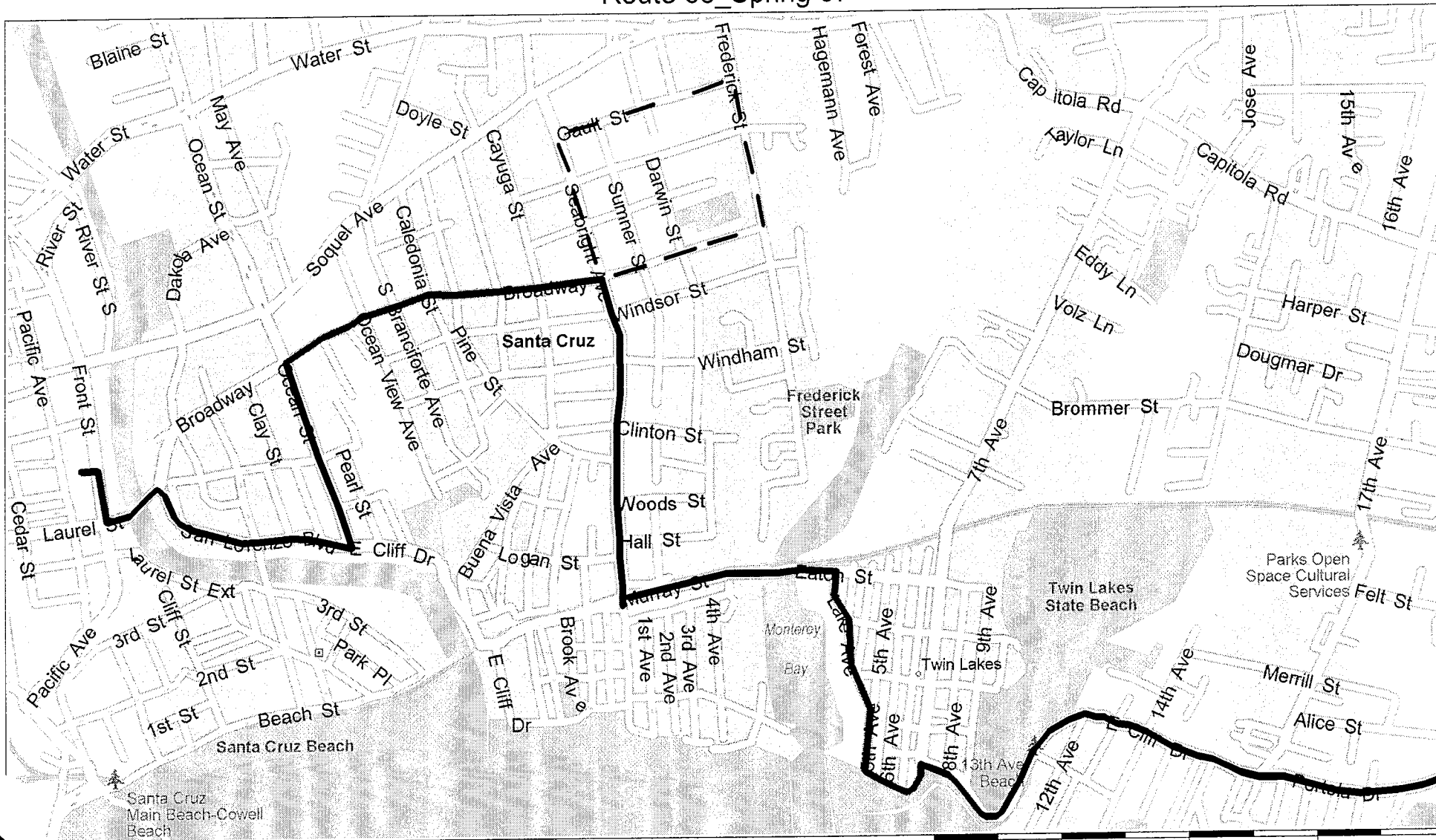
- Attachment A:      Route 66 Map**
- Attachment B:      Route 68 Map**
- Attachment C:      Route 69 Map**
- Attachment D:      Gault Street Alternatives Spreadsheet**

**5-16.3**



Route 66 Spring 07

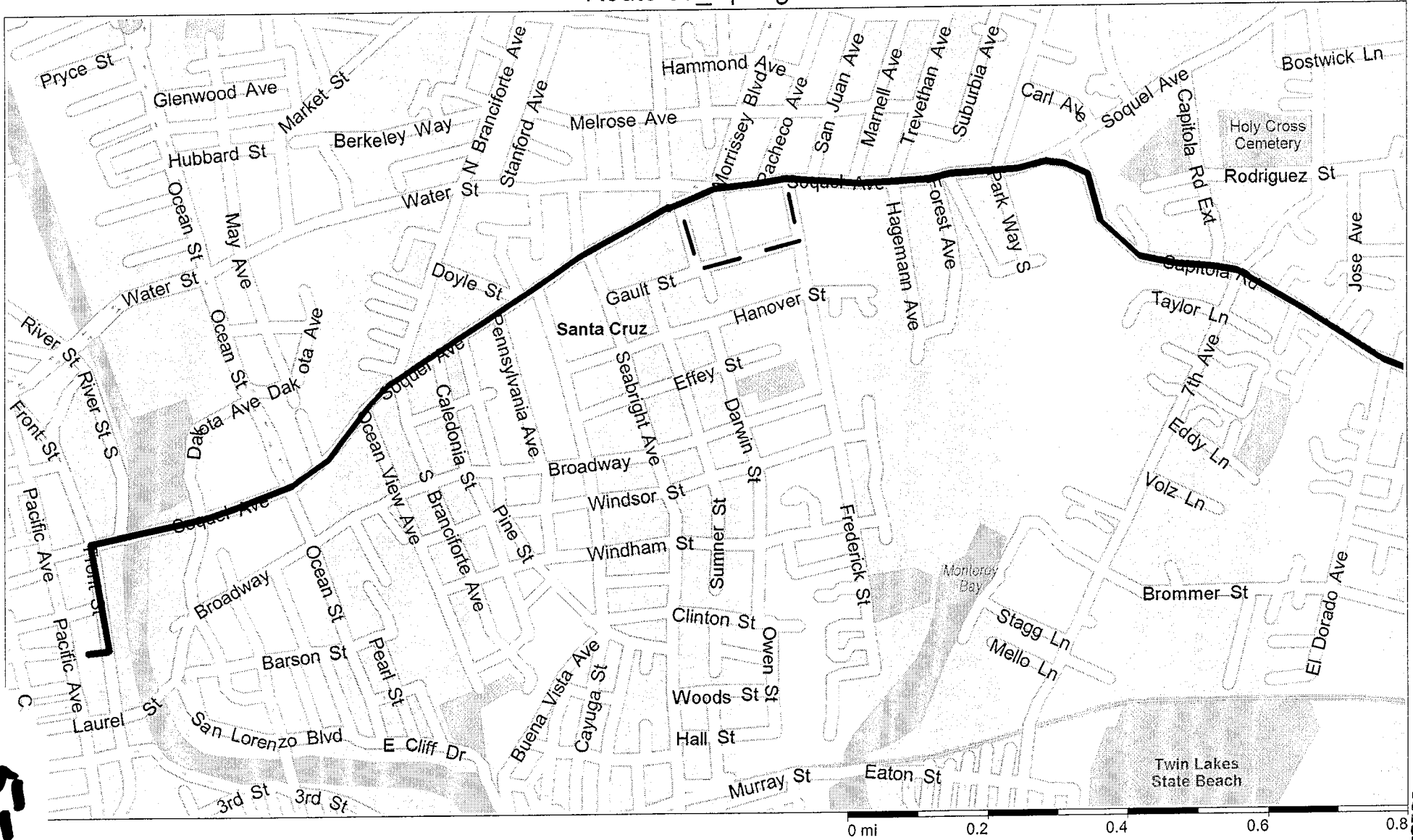
Route 68\_Spring 07




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Attachment B

Route 69\_Spring 07



5-16.c1

Attachment 

## Gault Street Alternatives

<b>66</b>	Weekday Outbound	Weekday Inbound	Weekend Outbound	Weekend Inbound	TOTAL
Added Trip Time	5 minutes	5 minutes	5 minutes	5 minutes	
# of Trips	12	14	12	12	
Added Daily Service Hours	1.00	1.17	1.00	1.00	
Annual Service Hours	253.90	296.21	253.90	253.90	<b>1,057.91</b>
Annual Cost	\$17,265.09	\$20,142.61	\$17,265.09	\$17,265.09	<b>\$71,938</b>
<b>66</b> (10:00 AM - 3:00 PM Only)	Weekday Outbound	Weekday Inbound	Weekend Outbound	Weekend Inbound	TOTAL
Added Trip Time	5 minutes	5 minutes	5 minutes	5 minutes	
# of Trips	5	5	5	5	
Added Daily Service Hours	0.42	0.42	0.42	0.42	
Annual Service Hours	105.79	105.79	105.79	105.79	<b>423.16</b>
Annual Cost	\$7,193.79	\$7,193.79	\$7,193.79	\$7,193.79	<b>\$28,775</b>
<b>68</b>	Weekday Outbound	Weekday Inbound	Weekend Outbound	Weekend Inbound	TOTAL
Added Trip Time	10 minutes	10 minutes	10 minutes	10 minutes	
# of Trips	12	13	10	11	
Added Daily Service Hours	2.00	2.17	1.67	1.83	
Annual Service Hours	508.10	550.44	423.42	465.76	<b>1,947.72</b>
Annual Cost	\$34,550.91	\$37,430.15	\$28,792.42	\$31,671.67	<b>\$132,445</b>
<b>69</b>	Weekday Outbound	Weekday Inbound	Weekend Outbound	Weekend Inbound	TOTAL
Added Trip Time	5 minutes	5 minutes	5 minutes	5 minutes	
# of Trips	17	20	1	2	
Added Daily Service Hours	1.42	1.67	0.08	0.17	
Annual Service Hours	359.69	423.16	21.16	42.32	<b>846.33</b>
Annual Cost	\$24,458.88	\$28,775.15	\$1,438.76	\$2,877.52	<b>\$57,550</b>

5-16.d1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Margaret Gallagher, District Counsel  
**SUBJECT:** **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER THROUGH DECEMBER 2006**

### I. RECOMMENDED ACTION

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

### II. SUMMARY OF ISSUES

- At the November 2001 Board of Directors meeting, staff was authorized to conduct quarterly call stop compliance audits of the internal call stop announcements.
- Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audit.
- METRO has 41 active routes serving 998 active bus stops. On July 25, 2003, the Talking Bus was activated on all local routes excluding the Highway 17 service.
- On February 23, 2004 all buses and routes, including the Highway 17 service were equipped with the Talking Bus Technology and the system was fully operational.

### III. DISCUSSION

At the November 2001, Board of Directors' meeting, staff was authorized to conduct quarterly call stop compliance audits to insure that call stop announcements were being made. Staff contracted with Robert S. Bortnick & Associates, a private investigative firm, to conduct the audits. Robert S. Bortnick & Associates was authorized to conduct 100 hours to survey the internal announcements at a cost of \$5,000.00 each quarter. METRO has 41 active routes serving 998 active bus stops. METRO purchased Talking Bus equipment and programming capabilities in order to assure compliance with the call stop requirements. On July 25, 2003 the Talking Bus was activated on all local routes. On February 23, 2004, all buses in Metro's fixed route service, including the Highway 17 service, were equipped with the Talking Bus Technology.

Attachment A details the results of the current audit for the period October through December 2006. The results of the audit indicate a compliance rate of 99.2% and indicate that only 22 failures occurred during the period. Therefore, of the 2,777 possible external announcements, the announcements were properly announced 2,755 times (99.2%) and failed 22 times (0.8%) during

the period. Attachment B provides the results of the call stop audits since the Talking Bus Technology has been in operation.

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

Additionally, METRO's contract security guards complete random external route announcement checks on 25 buses per day at Pacific Station, verifying that each bus announces the route four times within a 2-minute period prior to the bus' departure from Pacific Station. During this period, October through December 2006, the security guards documented 100 possible daily announcements for the 25 buses (4 X each). For the three month period, October-December, 2006, of the 91 days audited and a total of 9,100 possible daily announcements, only 18 of the external announcements were not announced, a success rate of 99.8%.

METRO has recently contracted with Gene Ervin, an Independent contractor to audit the external announcements at the Cavallaro Transit Center and the Watsonville Transit Center. Because the audit is new, the only results include a few dates in December. However, there were no failures reported. Next quarter, a more complete report will be provided from Mr. Ervin for the two transit centers.

#### **IV. FINANCIAL CONSIDERATIONS**

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

#### **V. ATTACHMENTS**

**Attachment A:** Stop Announcement Audit Results (October-December 2006)

**Attachment B:** Summary of Audit Results

5-18.2

ROBERT S. BORTNICK & ASSOCIATES  
PRIVATE INVESTIGATION

CRIMINAL/CIVIL  
CA. LIC. NO. P111733

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

**STOP ANNOUNCEMENT AUDIT RESULTS  
(OCTOBER – DECEMBER 2006)**

Statistical Summary

Total number of trips surveyed \_\_\_\_\_ 92  
 Total number of trips with talking buses \_\_\_\_\_ 92 (100%)  
 Total number of stop announcements surveyed \_\_\_\_\_ 2,777  
 Total number of stop announcements made \_\_\_\_\_ 2,755 (99%)  
 Total number of stop announcements missed \_\_\_\_\_ 22

Key to Codes

E = external announcement not working  
 M = missed stop announcement(s)

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
03 – Mission & Nat Brdgs		2230	12/07/06	40	1	M
03 – Mission & Nat Brdgs		9810	12/19/06	30	0	

5-18.a1



Table of Results

Attachment A

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
04 – Harvey West/Paradise		9814	11/16/06	24	0	
04 – Harvey West/Paradise		9815	12/20/06	25	2	M
07 – Beach/Lighthouse		2222	11/15/06	26	1	M
07 – Beach/Lighthouse		2220	12/07/06	27	0	
07 – Beach/Lighthouse		2210	12/19/06	19	0	
09 – Prospect Heights		2207	12/11/06	27	0	
10 – UC High Street		2220	11/16/06	18	0	
10 – UC High Street		9820	12/13/06	14	0	
13 – UC Walnut		9838	11/15/06	35	0	
15 – Laurel West		9832	11/06/06	29	0	E
15 – Laurel West		2205	11/17/06	29	0	
15 – Laurel West		2205	11/30/06	29	0	
16 – Laurel East		2205	11/16/06	14	0	
16 – Laurel East		2234	12/17/06	31	0	
16 – Laurel East		9815	12/19/06	3	0	
19 – Lower Bay Weekend		2232	not noted	37	4	M
19 – UC Lower Bay		2233	12/05/06	38	0	
19 – UC Lower Bay		9811	12/06/06	21	0	
20 – UC Westside		9808	10/26/06	51	0	
20 – UC Westside		9812	12/06/06	19	0	
20 – UC Westside		2204	12/14/06	28	0	
31 – S Vly Dr/Graham Hill		2207	12/13/06	21	0	
31 – S Vly Dr/Graham Hill		2218	12/18/06	21	0	
31 – S Vly Dr/Hwy 17 SC		2218	12/18/06	17	0	
35 – Hwy 9/Country Club		2214	12/13/06	21	1	M
35 – Hwy 9/Country Club		2214	12/19/06	30	1	M
35 – Santa Cruz		2215	11/07/06	36	0	
35 – Santa Cruz		2215	11/21/06	35	0	
35 – Santa Cruz		2214	11/27/06	32	0	
35 – Santa Cruz		2215	12/13/06	32	0	
35 – Santa Cruz		9818	12/19/06	31	0	
35A – Glen Arbor/Mt Store		9814	11/21/06	46	1	M
35A – Hwy 9/Country Club		2213	11/07/06	40	0	
35A – Hwy 9/Country Club		2213	11/27/06	40	0	
40 – Davenport		9803	12/17/06	8	0	
40 – Santa Cruz		9803	12/17/06	11	0	
42 – Davenport/Bonny Doon		2223	12/09/06	37	0	
53 – Capitola/Dominican		2217	11/28/06	33	2	M
53 – Capitola/Dominican		2217	12/12/06	26	0	
53 – Capitola/Dominican		9808	12/15/06	9	0	
54 – Aptos/La Selva Beach		2214	12/17/06	57	0	
54 – Capitola Mall		2214	12/17/06	26	0	

5-18.a2

Table of Results

Attachment A

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
55 – Rio Del Mar		9801	11/28/06	55	0	
56 – Cabrillo/La Selva		2218	11/08/06	20	1	M
56 – Capitola Mall		2218	11/08/06	9	1	M
66 – 17 <sup>th</sup> Ave/Cap Mall		2206	12/12/06	30	0	
66 – 17 <sup>th</sup> Ave/Cap Mall		2216	12/13/06	31	0	
66 – 17 <sup>th</sup> Ave/SC		2210	10/25/06	25	0	
66 – 17 <sup>th</sup> Ave/SC		2217	11/08/06	22	0	
66 – 17 <sup>th</sup> Ave/SC		9809	12/12/06	30	0	
68 to Capitola Mall		9804	10/25/06	31	0	
68 to Capitola Mall		2217	12/16/06	30	0	
68 to Santa Cruz		9813	12/13/06	29	0	
68 to Santa Cruz		9802	12/16/06	29	0	
68 to Santa Cruz		2216	12/20/06	29	0	
69 – Cap Mall via Cap Rd		9808	12/15/06	20	0	
69 – Capitola Road		9809	11/08/06	20	0	
69 – Capitola Road		2223	11/28/06	20	0	
69 – Santa Cruz		2238	11/28/06	18	0	
69 – Santa Cruz		9823	12/15/06	18	0	
69A – Capitola Rd/SC		2228	12/03/06	36	1	E, M
69A – Capitola Rd/SC		9820	12/15/06	18	0	
69A – Capitola Rd/Wats		2230	11/30/06	39	1	M
69A – Capitola Rd/Wats		2230	12/12/06	19	0	
69A – Capitola Rd/Wats		2232	12/17/06	19	0	
69A – Capitola Rd/Wats		9803	12/20/06	19	0	
69W – Cabrillo/SC		9828	11/22/06	18	0	
69W – Cabrillo/SC		2208	12/16/06	29	0	
69W – Cabrillo/Wats		2230	11/22/06	19	0	
69W – Cabrillo/Wats		2229	11/25/06	40	0	
69W – Cabrillo/Wats		2202	12/16/06	32	0	
69W – Cabrillo/Wats		2233	12/18/06	39	1	M
70 – Cabrillo		9823	12/05/06	28	0	
70 – Cabrillo		9819	12/15/06	29	0	
70 – Santa Cruz		9821	12/12/06	12	0	
71 – Clifford/SC		2206	10/25/06	6	0	
71 – Clifford/SC		2231	12/14/06	73	0	
71 – Clifford/SC		2227	12/18/06	70	0	
71 – Clifford/Wats		2231	12/14/06	52	0	
71 – Crestview/SC		9817	11/30/06	70	0	
71 – Crestview/SC		9829	12/11/06	69	0	
71 – Crestview/SC		2226	12/15/06	16	0	
71 – Crestview/SC		2234	12/17/06	28	0	
71 – Crestview/Wats		9828	12/04/06	70	0	

5-19.a3

Table of Results

<u>ROUTE</u>	<u>OP #</u>	<u>BUS #</u>	<u>DATE</u>	<u>CALLS MADE</u>	<u>CALLS MISSED</u>	<u>NOTES</u>
71 - Crestview/Wats		8078	12/11/06	67	3	M
72 - Corralitos		9804	12/14/06	39	0	
72 - Corralitos		9803	12/18/06	15	0	
74 - Ohlone/Rolling Hills		9815	12/11/06	45	0	
74 - Ohlone/Rolling Hills		9816	12/18/06	28	0	
79 - East Lake		2231	11/30/06	22	1	M

5-19.24

SUMMARY OF THE CALL STOP QUARTERLY AUDIT RESULTS

	Jan-Mar 2004	Apr-Jun 2004	Jul-Sep 2004	Oct-Dec 2004	Jan-Mar 2005	Apr-Jun 2005	Jul-Sep 2005	Dec 2005-Feb 2006	Apr-Jun 2006	Jul-Sept 2006	Oct-Dec 2006
Call Stops Surveyed	2,378	3,223	2,855	2,294	3,521	3,061	2,420	3,297	2,747	2,535	2,777
Call Stops Announced	2,371	3,165	2,842	2,258	3,490	3,003	2,367	3,258	2,693	2,491	2,755
Call Stops Not Announced	7	58	11	36	31	58	53	39	54	44	22
Percent of Call Stops Completed	99.7%	98.2%	99.6%	98.4%	99.1%	98.1%	97.8%	98.8%	98%	98.3%	99.2%
% of Call Stops Not Completed	.3%	1.8%	.4%	1.6%	.9%	1.9%	2.2%	1.2%	2%	1.7%	.8%

5-19.61

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**RESOLUTION OF APPRECIATION  
TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**WHEREAS**, the County of Santa Cruz, requiring strong representation, appointed Michael W. Keogh as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District; and

**WHEREAS**, Michael W. Keogh served as a member of the Board of Directors from September 1998 through December 2006, including serving as the Chair in 2005; and

**WHEREAS**, Michael W. Keogh provided the Santa Cruz Metropolitan Transit District with strong leadership and insightful guidance during his terms of the office; and

**WHEREAS**, Michael W. Keogh was a guiding force for the Santa Cruz Metropolitan Transit District during the time that the District was obtaining approval for AB 3090 designation for the MetroBase Project, preserving TDA funding for transit operations, and engaged in rigorous labor negotiations; and

**WHEREAS**, Board Chair Michael W. Keogh took a leadership role in advocating for the AB 3090 designation for the MetroBase Project by attending meetings, writing letters, and making presentations before the California Transportation Commission; and

**WHEREAS**, during the time that Michael W. Keogh served on the Board of Directors, the Transit District replaced the majority of the fixed route fleet, purchased new ParaCruz vans, redesigned and improved the ParaCruz service, implemented a paratransit client recertification program, implemented bi- directional UCSC service, opened the Scotts Valley Transit Center, commenced construction of the MetroBase facility, acquired funding for major capital improvements, and responded to a severe economic downturn; and

**WHEREAS**, the quality of public transit service in Santa Cruz County was improved dramatically as a result of the dedication, commitment and efforts of Michael W. Keogh.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Michael W. Keogh for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Michael W. Keogh, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** \_\_\_\_\_  
Board Chair

**ATTEST** \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

7.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007

**TO:** Board of Directors

**FROM:** Mark Dorfman, Assistant General Manager

**SUBJECT: PUBLIC HEARING: CONSIDER ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY2007.**

## I. RECOMMENDED ACTION

Receive public comments and adopt a Program of Projects for federal operating assistance. Authorize an application to Caltrans for FTA Rural Operating Assistance.

## II. SUMMARY OF ISSUES

- The *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) provides federal financial assistance to METRO through the Federal Transit Administration for public transit operations in urban and rural areas. A public hearing is required to give the public an opportunity to comment on METRO's federally funded operating and capital projects.
- METRO is the only transit operator designated to receive federal financial assistance in both the rural and the urbanized portions of Santa Cruz County.
- The Federal Transit Administration (FTA) provides Urbanized Area Formula funds directly to METRO, while Caltrans administers the FTA Rural operating assistance program in California. METRO must submit an application and execute a grant agreement with Caltrans to receive the rural operating assistance funds.

## III. DISCUSSION

As the designated recipient, METRO receives federal financial assistance through the Federal Transit Administration and Caltrans to operate public transit service in Santa Cruz County. METRO is holding a public hearing to offer the public an opportunity to comment on the program of projects (Attachment A) proposed for these federal funds. Staff published a notice of the public hearing in the *Santa Cruz Sentinel* and the *Watsonville Pajaronian*.

The *Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) legislated programs within the Federal Transit Administration

(FTA) to provide financial assistance to public transit operators. As in previous years, METRO will receive the bulk of its federal operating assistance through the Urbanized Area Formula Program (49 USC §5307). From a total appropriation of \$3,796,546 in §5307 funds, METRO will allocate \$3,004,545 to FY 2006 operating assistance and \$792,001 to MetroBase construction. The Board approved this program of projects in March, 2006; however, the public hearing today provides an opportunity to receive comments on this as well as the rural operating assistance project for FY 2007.

Caltrans administers the FTA rural operating assistance program (49 USC §5311) in California, and METRO will make a separate application to Caltrans for \$149,335 in rural operating assistance available for FY 2007. METRO will operate approximately \$1,751,000 in transit service on seven routes serving the rural areas of Santa Cruz County. The attached resolution (Attachment B) authorizes the General Manager to submit an application and execute an agreement with Caltrans for the rural operating assistance.

#### **IV. FINANCIAL CONSIDERATIONS**

The FTA §5307 Program contributes \$3,004,545 for FY 2006 urban operating assistance and \$792,001 in construction funds for MetroBase. The FTA §5311 Program contributes \$149,335 in rural operating assistance for FY 2007. Local sales tax revenue funds the required local match.

#### **V. ATTACHMENTS**

- Attachment A:** Program of Projects for FTA §5307 and §5311 Operating Assistance
- Attachment B:** Resolution authorizing an application for FY2007 FTA §5311 Rural Operating Assistance



**Santa Cruz Metropolitan Transit District  
Program of Projects  
Using Federal Transit Administration Funds**

The Federal Transit Administration allocated \$3,796,546 in federal funds to the Santa Cruz Metropolitan Transit District (METRO) for public transit operations during FY 2006. METRO, in accordance with 49 USC Part 5307, implemented the following Program of Projects with these Federal Transit Administration (FTA) funds:

1. FY2006 Operating Assistance: \$3,004,546 for urbanized area public transit for the period July 1, 2005 through June 30, 2006. This project provided public transit conforming to land use and transportation plans in Santa Cruz County without causing negative environmental impacts or relocation of families or businesses. Local sales tax, Transportation Development Act revenue and passenger fares pay the remaining
2. ~~Capital Assistance: \$792,000 for Metro~~ Base construction. This project is currently under construction.

In addition, the California Department of Transportation, Caltrans, allocated \$149,335 in FTA funds (49 USC 5311) to METRO for rural public transit operating assistance to be provided by METRO during the period July 1, 2006 through June 30, 2007. Total cost for this service will be approximately \$1,751,200 with approximately \$341,000 paid from farebox revenue.

If adopted by the Board, METRO staff will submit applications to the FTA requesting funds for these projects, and the General Manager will execute a grant agreement authorizing reimbursement of project costs from the FTA.

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**A RESOLUTION  
AUTHORIZING AN APPLICATION  
TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION  
FOR  
FTA SECTION 5311 FY2007 RURAL OPERATING ASSISTANCE**

**WHEREAS**, the Federal Transit Act authorizes financial assistance to public transit operators in non-urbanized areas as directed by 49 CFR 5311; and

**WHEREAS**, the California Department of Transportation administers the Section 5311 program in California and allocates federal funds by formula to each county with intercity public transit between urban areas including more than 50,000 persons; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District operates intercity public transit in Santa Cruz County and is the only public transit operator designated to receive federal financial assistance from the Section 5311 program; and

**WHEREAS**, all applications for financial assistance impose certain obligations upon the applicant, including the provision of local share costs of the project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:**

1. That the General Manager is authorized to submit an application to the State of California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District for financial assistance to operate public transit service in the non-urbanized portion of Santa Cruz County.
2. That the General Manager is authorized to submit and file with this application all assurances and all supplemental information as required by the California Department of Transportation.
3. That the General Manager is designated to execute standard grant agreements with the California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District to obtain \$149,335 in FTA Section 5311 funds for Fiscal Year 2007 to assist with public transit operations in the non-urbanized portion of Santa Cruz County.

8.61

4. That the District has committed \$1,261,161 in local matching funds to the project.
5. That the Santa Cruz Metropolitan Transit District has, to the extent feasible, coordinated this project with other transportation providers and users in the region, including social service agencies capable of purchasing public transit.

**PASSED AND ADOPTED** this 26<sup>h</sup> day of January, 2007 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_  
Board Chair

**ATTEST** \_\_\_\_\_  
LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

8.62

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Maintenance  
**SUBJECT:** CONSIDERATION OF AWARD OF CONTRACT WITH SC FUELS FOR PURCHASE AND DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a two-year contract with SC Fuels, for delivery of CARB ultra-low sulfur diesel fuel.**

## II. SUMMARY OF ISSUES

- At its August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- Central Contra Costa Transit Authority (CCCTA), the lead agency for the RTCC Procurement Committee, released an Invitation for Bids (IFB) No. 2007-MA-01RTCC for purchase and delivery of diesel and gasoline fuel on behalf of fourteen Bay Area transit agencies and one municipality on September 1, 2006. The District is a participating agency in this bid.
- Eight bids were received and opened on October 16, 2006.
- RTCC IFB No. 2007-MA-01RTCC bid results revealed that the firm SC Fuels was the lowest responsive bidder for the purchase and delivery of diesel fuel to METRO.
- SC Fuels understands that the District' fueling facility is currently under construction and fuel deliveries will not occur until completion and acceptance of the new MetroBase fueling and bus washing facility.
- District staff recommends that the Board authorize the General Manager to enter into a two-year RTCC contract with SC Fuels for the purchase and delivery of CARB ultra-low sulfur diesel fuel per RTCC contract .

## III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC IFB No. 2007-MA-01RTCC for delivery of fuels was prepared and mailed on September 1, 2006 to prospective bidders and legally advertised. On October 16, 2006, eight bids were opened. Bids were evaluated and a recommendation was submitted that a contract be awarded to SC Fuels for delivery of CARB ultra-low sulfur diesel to the District. SC Fuels was determined to be the lowest responsive bidder for the District's requirements. The contract will be for a two-year period.

District staff is recommending that the Board of Directors authorize the General Manager to sign a two-year RTCC contract with SC Fuels, Inc. to purchase and deliver CARB ultra-low sulfur diesel fuel. Contractor will provide all materials meeting all District specifications and requirements.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the Fleet Maintenance operating budget.

#### **V. ATTACHMENTS**

**Attachment A:** Contract with SC Fuels

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

**CONTRACT FOR DELIVERY OF CARB ULTRA-LOW SULFUR DIESEL FUEL  
(2007-MA-01RTCC)**

THIS CONTRACT is made effective on \_\_\_\_\_, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **Southern Counties Oil Co., L.P. d.b.a. SC Fuels** ("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 Delivery of CARB Ultra-Low Sulfur Diesel Fuel

District requires the delivery of CARB ultra-low sulfur diesel fuel to be used for standard purposes. In order to obtain said delivery of CARB ultra-low sulfur diesel fuel, the District participated in an Regional Transit Coordinating Council (RTCC) Invitation for Bids, dated September 1, 2006 setting forth specifications for such purchase and delivery of CARB ultra-low sulfur diesel fuel. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of CARB ultra-low sulfur diesel fuel desired by the District and whose principal place of business is 1800 W. Katella Avenue, Suite 400, Orange, California. Pursuant to the Invitation for Bids by the RTCC, Contractor submitted a bid for purchase and delivery of CARB ultra-low sulfur diesel fuel which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On January 26, 2007 District selected Contractor as the lowest responsive, responsible bidder to provide CARB ultra-low sulfur diesel fuel. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Central Contra Costa Transit Authority's "Invitation for Bids" No. 2007-MA-01RTCC dated September 1, 2006 including addendum numbers 1 and 2.

b) Exhibit B (Bid Form)

Contractor's Bid Form for delivery of CARB ultra-low sulfur diesel fuel, signed by Contractor and dated October 11, 2006.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a two (2) year period thereafter. At the option of the District, this contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor for delivery of CARB ultra-low sulfur diesel fuel as identified in the Bid Form, Exhibit B, at a unit price calculated using the San Jose, California OPIS rack average weekly price per gallon plus an add on of \$0.0209 per gallon plus any applicable taxes.

4.02 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: date of fuel delivery; number of gallons delivered; and the San Jose, California OPIS rack average weekly price per gallon plus an add on of \$0.0209 per gallon plus any applicable taxes.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4)

necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

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

Attention: General Manager

CONTRACTOR

SC Fuels  
1800 W. Katella Avenue  
Suite 400  
Orange CA 92867

Attention: Karen Koep, Manager, Bid and Contract Sales



6. AUTHORITY

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

Signed on \_\_\_\_\_

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR—SOUTHERN COUNTIES OIL COMPANY, L.P. D.B.A. SC FUELS

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

## **EXHIBIT -A-**

### ***The Central Contra Costa Transit Authority invites your bids for:***

FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND/OR UNLEADED GASOLINES

The Central Contra Costa Transit Authority (CCCTA) invites bids from qualified suppliers or manufacturers for the purchase and delivery of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines to the Central Contra Costa Transit Authority (CCCTA), Regional Transit Coordinating Council member agencies and other local government agencies. This is a consortium acquisition among several transit properties and local governmental subdivisions with CCCTA acting as the lead agency. This Invitation will result in multiple awards.

Date: September 1, 2006

Contract Number: 2007-MA-01RTCC

Invitation For Bids Deadline: Bids must be received in the CCCTA Maintenance Department by 2:00 p.m., October 15, 2006. Proposals must be in a sealed envelope with the proposal number and closing date marked on the outside and addressed to:

Central Contra Costa Transit Authority  
Maintenance Department  
2477 Arnold Industrial Way  
Concord, CA 94520  
Attn: Scott Mitchell, Director  
CCCTA Maintenance Department

**BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE.**

Instructions to Bidders and General Conditions, Special Provisions, Technical Specifications, Bid Forms, Sample CCCTA Contract are enclosed. Please read carefully and follow the instructions.

**NOTICE INVITING SEALED BIDS**

Central Contra Costa Transit Authority  
on behalf of the  
Regional Transit Coordinating Council and other  
Local Governmental Subdivisions

for

**FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL  
AND/OR  
UNLEADED GASOLINES**

FOR

**THE REGIONAL TRANSIT COORDINATING COUNCIL AND OTHER SPECIFIED AGENCIES**

**2007-MA-01RTCC**

**NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Central Contra Costa Transit Authority (CCCTA) at 2477 Arnold Industrial Way, Concord, CA 94520, until 2:00 PM, October 15, 2006, for Furnishing and Delivering CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines for the Regional Transit Coordinating Council (RTCC) and other specified agencies in accordance with requirements of the Contract Documents.**

Bids shall be submitted on the "Bid Forms" attached to the specifications and plainly marked with the Bidder's Name and the procurement number.

Bids will be examined and reported to each Participating agency within sixty (60) days after the bid opening. A Pre-Bid Conference will be held at 10:30 AM on September 15, 2006 in the Board Room of the CCCTA at 2477 Arnold Industrial Way, Concord, CA 94520.

Each agency reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the solicitation procedure. No bidder may withdraw its bid for a period of sixty (60) days after the bids are opened. Each bidder will be notified of award.

Requests for approved equals, modifications or clarifications of any requirement must be submitted in writing to Scott Mitchell, Director of Maintenance, no later than **C.O.B. September 20, 2006**.

CCCTA hereby notifies all bidders that it is the policy of CCCTA to ensure nondiscrimination on the basis of race, color, sex or national origin in the award and administration of contracts that it awards. Bidders are urged to obtain Disadvantaged Business Enterprise (DBE) participation for this contract, although there is no specific DBE contract goal. For DBE assistance, contact Janet Madrigal, DBE Program, at (925) 676-1976.

These contracts are subject to the receipt of financial assistance from the U.S. Department of Transportation, Federal Transit Administration (FTA) and local sales tax funds, and may also be subject to grant agreements between the Metropolitan Transportation Commission and participating agencies. The contracts are subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federally funded contracts. Bidders must also disclose lobbying activities. Full compliance with all applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Bid Documents for complete details and bid requirements. These documents, including bid forms, bonds, and this Notice shall be considered as part of any Contract made pursuant to this solicitation. Copies of the Bid Documents may be obtained at the CCCTA Maintenance Office, 2477 Arnold Industrial Way, Concord, CA 94520.

September 1, 2006

## Table of Contents

COVER PAGE	
NOTICE	
TABLE OF CONTENTS	TC-1
<b><u>Instructions to Bidders and General Conditions</u></b>	
DEFINITION OF TERMS	GC-1
CANVASS OF BID	GC-1
BID FORM AND SIGNATURE	GC-2
CONDITIONED BID	GC-2
BID	GC-2
SUBMISSION OF BID	GC-2
WITHDRAWAL OF BID	GC-2
FIRM BID	GC-2
TAXES	GC-2
SOLE BID	GC-3
EXPERIENCE AND QUALIFICATIONS, STATEMENT OF	GC-3
ALTERNATIVE BID	GC-3
DEBARRED BIDDERS	GC-3
NON-COLLUSION	GC-3
COLLUSION, PENALTY FOR	GC-3
CONFLICT OF INTEREST	GC-4
INTEREST, PROHIBITED	GC-4
REPRESENTATION BEFORE CCCTA	GC-4
CASH DISCOUNT	GC-4
BIDDER'S SECURITY	GC-4
BRAND NAMES	GC-4
SPECIFICATIONS	GC-5
INSPECTION BY BIDDER AND WAIVER	GC-5
REJECTION OF BID	GC-5
TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES	GC-5
EXECUTION OF CONTRACT, MANNER OF	GC-6
FAITHFUL PERFORMANCE BOND	GC-6
SURETIES, ADDITIONAL	GC-6
CHANGES OF CONTRACT - BY CONTRACTOR	GC-6
CHANGES OF CONTRACT - BY AUTHORITY	GC-6
PATENTS, INFRINGEMENT OF	GC-6
DOCUMENTS INCORPORATED AS PART OF CONTRACT	GC-7
FINANCIAL ASSISTANCE, STATEMENT OF	GC-7
DELIVERY	GC-7
TIME, EXTENSIONS OF	GC-7
TERMINATION	GC-7
LIQUIDATED DAMAGES	GC-8
DEFECTIVE OR DAMAGED WORK	GC-8
LAWS AND REGULATIONS, COMPLIANCE WITH	GC-9
WARRANTY OF TITLE	GC-9
WARRANTY OF FITNESS	GC-9
WARRANTY OF MERCHANTABILITY	GC-9
WARRANTY OF PRODUCT	GC-9
CONTRACTOR'S INDEMNITY	GC-9
RISK OF LOSS	GC-9
SUBCONTRACTS AND ASSIGNMENT	GC-10
RECORDS	GC-10

ACCESS TO RECORDS AND REPORTS	GC-10
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	GC-10
TITLE VI COMPLIANCE	GC-11
EQUAL EMPLOYMENT OPPORTUNITY	GC-12
OSHA MATERIAL SAFETY DATA SHEETS	GC-12
SAFETY AND HEALTH STANDARDS	GC-12
ENERGY CONSERVATION	GC-13
CLEAN WATER AND AIR REQUIREMENTS	GC-13
WAIVER OF CONDITIONS	GC-13
CARGO PREFERENCE	GC-13
EVALUATION and AWARD	GC-13
PROTEST PROCEDURES	GC-14
APPROVAL BY THE GENERAL MANAGER	GC-15
INDEPENDENT CONTRACTOR	GC-15
DISCREPANCIES	GC-15
INTERPRETATION	GC-15
CORRESPONDENCE	GC-16
HAZARDOUS CHEMICALS AND WASTES	GC-16
EFFECT OF FAILURE TO COMPLETE CONTRACT	GC-16
NON-EMPLOYEE PICKETING	GC-16
ATTORNEY'S FEES	GC-16
GOVERNING LAW	GC-17
SEVERANCE	GC-17
FTA FUNDING REQUIREMENT	GC-17
PATENT RIGHTS	GC-17
ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES	GC-17
LOBBYING	GC-17
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION	GC-17
CIVIL RIGHTS REQUIREMENTS	GC-18
FEDERAL CHANGES	GC-18
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	GC-19
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	GC-19
PRIVACY ACT	GC-19
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	GC-20

**Special Provisions**

SCOPE OF CONTRACT	SP-1
SCHEDULE OF ACTIVITIES	SP-1
PRE-BID CONFERENCE	SP-1
QUALIFICATION OF BIDDERS	SP-2
INTERPRETATION OF THE CONTRACT SPECIFICATIONS	SP-2
APPROVED EQUAL REQUESTS	SP-2
APPROVED EQUAL PROCEDURES	SP-3
BID FORMS	SP-3
BID PRICES/COMPLETION OF BID FORM	SP-3
TERM OF CONTRACT	SP-4
OPTIONS	SP-4
ESTIMATED QUANTITIES	SP-4
BIDDER'S SECURITY	SP-4
MARKING AND MAILING BIDS/BID OPENING	SP-4
AWARD OF CONTRACT OR REJECTION OF BIDS	SP-5
PERFORMANCE SECURITY	SP-5
INSURANCE	SP-5
SPILL LIABILITY PROTECTION	SP-7
DELIVERY INSTRUCTIONS	SP-8
DELIVERY LOCATIONS/TIMES FOR PERFORMANCE and BILLING ADDRESS	SP-8
LIQUIDATED DAMAGES	SP-13
PAYMENT	SP-14

PRODUCT TESTING	SP-14
TECHNICAL ASSISTANCE	SP-14
OSHA MATERIAL SAFETY DATA SHEETS	SP-14
EQUIPMENT AND ADDITIVE REQUIREMENTS FOR TRACKSIDE FUELING (CALTRAIN)	SP-14
BID PACKAGE	SP-15

**Required Forms**

FAIR EMPLOYMENT PRACTICES CERTIFICATE	F-1
CERTIFICATION OF PRIMARY CONTRACTOR IN REGARDS TO DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	F-5
LOBBYING CERTIFICATION	F-6
LIST OF PRIME CONTRACTORS	F12
INDEPENDENT CONTRACTOR	SP-1
DISCREPANCIES	SP-1
INTERPRETATION	SP-1
CORRESPONDENCE	SP-1
HAZARDOUS CHEMICALS AND WASTES	SP-1
EFFECT OF FAILURE TO COMPLETE CONTRACT	SP-1
NON-EMPLOYEE PICKETING	SP-1
ATTORNEY'S FEES	SP-1
GOVERNING LAW	SP-1
SEVERANCE	SP-1
FTA FUNDING REQUIREMENT	SP-1
PATENT RIGHTS	SP-1
ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES	SP-1
LOBBYING	SP-1
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION	SP-1
CIVIL RIGHTS REQUIREMENTS	SP-1
FEDERAL CHANGES	SP-1
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	SP-1
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	SP-1
PRIVACY ACT	SP-1
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	

**Technical Specifications**

GENERAL	TS-1
CONFORMITY	TS-1
RESPONSIBILITY	TS-1
ULTRA-LOW SULFUR DIESEL FUEL SPECIFICATION	TS-2
SPECIFICATION FOR BIODIESEL (B100) – ASTM D6751-06	TS-2
BIO-DIESEL BLEND	TS-3
UNLEADED GASOLINES	TS-3
FUTURE FUEL SPECIFICATION CHANGES	TS-3
ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND GASOLINE STORAGE TANK CAPACITIES AND ESTIMATED ANNUAL USAGE	TS-3
SAMPLE CONTRACT	SC-1
BID FORMS	BF-1

## CENTRAL CONTRA COSTA TRANSIT AUTHORITY

### INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

The Instructions to Bidders and General Conditions apply to all bidding, except insofar as they may be modified by the Special Provisions, Technical Specifications or Bid Forms.

#### 1. DEFINITION OF TERMS

Whenever in the bid or Contract Documents the following terms or pronouns in place of them, or abbreviations, are used, the intent and meaning shall be interpreted as follows:

"Regional Transit Coordinating Council", "Council" or "RTCC" means the organization developed by the Metropolitan Transportation Commission for the furtherance of coordination between the various transit agencies in the San Francisco Bay Area. The RTCC is comprised of: Alameda-Contra Costa Transit District (AC Transit), Bay Area Rapid Transit District (BART), Central Contra Costa Transit Authority (CCCTA), Eastern Contra Costa Transit Authority (ECCTA or Tri-Delta), San Francisco Municipal Railway (MUNI), Golden Gate Transit (GGT), Monterey-Salinas Transit (MST), San Mateo County Transit District (SamTrans), Santa Clara Valley Transportation Authority (VTA), Santa Cruz Metropolitan Transit District (SCMTD), and Vallejo Transit.

"Central Contra Costa Transit Authority", "Authority", "County Connection" or "CCCTA" means the Central Contra Costa Transit Authority.

"Board", "Directors" or "Board of Directors" means Central Contra Costa Transit Authority Board of Directors.

"General Manager" means the General Manager of the Central Contra Costa Transit Authority or his properly authorized representative or agent.

"Contractor" or "Vendor" means the successful bidder to whom a contract is awarded.

"Buses" and "Coaches" are synonymous.

"Written Order" means a written order signed by the General Manager, or his properly authorized representative or agent, mailed to the Contractor at the address designated in its bid or to such other address as it may designate in writing as its official place of business.

"Bid Documents", "Bid Forms", "Contract Documents" and cognate terms mean the Notice, Instructions to Bidders and General Conditions, Technical Specifications and Specific Conditions, Bid Form, and Addenda, if any, Notice of Award and Contract.

"Notice" means the notice published requesting bids.

"Days" means calendar days unless otherwise specified.

#### 2. CANVASS OF BID

The Authority reserves the right to postpone bid openings for its own convenience. At the hour specified in the Notice to Bidders, or by the Authority upon postponement of the time originally set for bid opening, the Authority, in open session, will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids.

The lowest responsive responsible bidder will be determined by the Grand Total price stated on each agency's Bid Form.

3. **BID FORM AND SIGNATURE**

The bid shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole owner, it shall be signed with his/her full name and his/her address shall be given. If the bid is made by a partnership, it shall be signed with the partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given. If the bidder is a corporation, the bid form shall be signed by one corporate officer from each of the following groups consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written bid forms on its behalf. If the bid is executed by a person other than an officer, or by only one officer, there must be attached to the bid form a certified copy of a resolution of the corporation authorizing such officer or person to execute written bids for and on behalf of the corporation. If the bid is made by a joint venture, it shall be signed on behalf of each Participating company by officers or other individuals who have full and proper authority to do so. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

4. **CONDITIONED BID**

Unauthorized conditions, limitations or provisos attached to a bid will render the bid nonresponsive and may cause its rejection. Modifications or clarifications to a previously submitted bid may be transmitted by facsimile (FAX) machine prior to the bid opening date and time, provided it is followed by an executed original of the documents(s) by U.S. mail, courier or other hard copy delivery means within five (5) working days from the date of receipt of the FAX transmission.

5. **BID**

Blank spaces in the bid shall be properly filled. The phraseology of the bid must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidder's intention. Bids must be submitted on the forms provided. Bids submitted in any other form will be considered nonresponsive and **will** be rejected.

6. **SUBMISSION OF BID**

Prior to the hour specified in the notice inviting sealed bids, one (1) original and two (2) copies of the bidder's bid shall be delivered to the Director of Maintenance at the address shown in the Notice to Bidders. All bids shall be in a sealed envelope properly endorsed as to "Fuel Bid", Bid number, and opening date. Bids received after said time or at any place other than the time and place stated in the notice will not be considered.

7. **WITHDRAWAL OF BID**

A bidder may withdraw its bid before the expiration of the time during which bids may be submitted, without prejudice to itself, by submitting a written request for its withdrawal to the officer who holds the bid.

8. **FIRM BID**

All bids shall remain in effect for sixty (60) days from presentation of bid to the Board of Directors of the Authority.

9. **TAXES**

The supplies, materials or equipment called for under the specifications will be used by the Authority in the performance of a governmental function and are exempt from taxation by the United States



Government. The Authority will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. The Participating agencies are exempt from the Federal Excise Tax or Superfund Surcharge but are responsible for the California Oil Spill Surcharge and California Sales Tax charges. However, for the purposes of this IFB, only include the OPIS Pad average weekly price for the specified OPIS area and your proposed add/deduct costs for a total charge per gallon before taxes.

10. **SOLE BID:** In the event a single bid is received, CCCTA may conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached hereto.

Where it is impossible to obtain a valid price analysis, it may be necessary for CCCTA to conduct a cost analysis of the bid price. The sole Bidder will cooperate with CCCTA and provide any requested information promptly.

11. **EXPERIENCE AND QUALIFICATIONS, STATEMENT OF**

The bidder may be required, upon request of the General Manager, to prove to the General Manager's satisfaction that the bidder has the skill and experience and that it has the necessary facilities and ample financial resources to perform the contract in a satisfactory manner and within the required time.

12. **ALTERNATIVE BID**

Submission of an alternative bid or bids, except as specifically called for in the specifications or bid form, will render the bid non-responsive and will cause its rejection.

13. **DEBARRED BIDDERS**

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the Authority 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, it shall so inform the Authority.

14. **NON-COLLUSION**

By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

15. **COLLUSION, PENALTY FOR**

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other parties, then the contract so awarded shall be null and void; and the Contractor and its bondsmen shall be liable to the Authority for all loss or damage which the Authority may suffer thereby; and the Board of Directors may advertise for a new contract for said labor, supplies, materials or equipment.

16. **CONFLICT OF INTEREST**

No employee, officer, or agent of CCCTA shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer or agent;
- B. Any member of his immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above;

has a financial or other interest in the firm selected for award.

CCCTA's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

17. **INTEREST, PROHIBITED**

Contractor represents that to the best of its knowledge, no Board Member, officer, or employee of the CCCTA has any interest, contractual or noncontractual, financial or otherwise, in this transaction or in the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to the CCCTA, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Title 1 Division 4 (commencing with Section 1090) or Chapter 7 of Title 9 (commencing with Section 87100) of the Government Code of the State of California. No member, officer, or employee of the CCCTA or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

18. **REPRESENTATION BEFORE CCCTA.** No person previously in the position of Director, Officer, employee or agent of CCCTA may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before CCCTA, or any Officer or employee of CCCTA, for a period of 12 months after leaving office or employment with CCCTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

19. **CASH DISCOUNT**

Bidder must state any cash discounts offered on Bid Form. The cash discount will not be considered in determining the lowest responsible and responsive bidder.

20. **BIDDER'S SECURITY**

No Bidder's Security shall be required in this procurement.

21. **BRAND NAMES**

To establish a basis for quality, certain materials, processes, types of machinery and equipment, or kinds of materials may be specified in the Bid Documents, either by description of process or by designating a manufacturer by name and referring to its brand or product designation, or by specifying a kind of material. Wherever such names appear, the term "or approved equal" is considered to follow. It is not the intent of these Bid Documents to exclude other processes, equipment or materials of equal value, utility or merit provided they are approved, in writing, by the Authority.

Specifying a brand name, materials, components or equipment in the specifications shall not relieve the bidder from its responsibility to produce the product in accordance with the contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand names, materials, components or equipment that may be called for in the specifications and to propose a suitable substitute. Nothing in this section shall limit or restrict the provisions regarding the warranty of fitness set forth in the Contract Documents.

22. **SPECIFICATIONS**

Prime Contractors and subcontractors may make appointments to discuss the specifications. Changes to the specifications will be made only by written addendum executed by the Director of Maintenance. Contractors and subcontractors cannot rely on any representations made that are inconsistent with the bid specifications or written addendum.

No advantage shall be taken by the manufacturer in the omission of any parts or details which go to make the services, materials, supplies and/or equipment to be procured complete and ready for service, even though such parts or details are not mentioned in the specifications. All units for parts not herein specified shall be the manufacturer's standard units.

23. **INSPECTION BY BIDDER AND WAIVER**

The bidder represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material or equipment called for in the Bid Documents; that it has checked its bid for errors and omissions; that the prices stated in its bid are correct and as intended by it are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials or equipment required by the Bid Documents. The bidder waives any claim for the return of its bid deposit if on account of errors or omissions claimed to have been made by it in its bid, or for any other reason, it should refuse or fail to execute the contract.

24. **REJECTION OF BID**

The Authority may reject any and all bids and will reject a bid of any party who has been delinquent or unfaithful in any former contract with the Authority. The right is reserved to reject any or all bids, and to waive technical defects, as the interests of the Authority may require. The Authority may reject bids from bidders who cannot satisfactorily prove the experience and qualifications outlined in Paragraph 11 of these Instructions to Bidders and General Conditions.

25. **TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES**

The bidder to whom award is made shall execute a written Contract with the Authority, on the form of Contract of the Authority, within fifteen (15) days of receipt of said Contract. The bidder shall also provide all required insurance certificates within fifteen (15) days of receipt of the Notice of Award from CCCTA. If the bidder to whom award is made fails to enter into the Contract as herein provided, the award will be annulled, and an award may, in the discretion of the Board, be made to the bidder whose bid is next most acceptable in the opinion of the Board of Directors of the Authority; and such bidder shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

**Special Note for Awards by Participating Agencies:**

In the case for each Participating Agency, many of the agencies have existing contracts in place which must be run out to full term or contract termination clauses exercised. Due to these pre-existing conditions, not all agencies will execute contracts with their successful low bidder in the time frame specified in the preceeding paragraph. Each agency will inform their respective low bidder of the expected effective date for entering into a contract based upon this solicitation.

26. **EXECUTION OF CONTRACT, MANNER OF**

If the Contractor is an individual, the Contract shall be executed by him/her personally. If the Contractor is a partnership, it is desirable that the Contract be executed by all of the partners, but it must be executed by at least one of them that is fully authorized to legally bind the partnership. If the contractor is a corporation, the contract shall be signed by two corporate officers consisting of (1) the chair of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, assistant treasurer or by a person authorized by the corporation to execute written contracts on its behalf. If the contract is executed by a person other than an officer, or by only one officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each Participating firm by officers or other individuals who have the full and proper authorization so to do.

27. **FAITHFUL PERFORMANCE BOND**

No Faithful Performance Bond shall be required in this procurement.

28. **SURETIES, ADDITIONAL**

If at any time during the continuance of the Contract, the sureties, or any one of them shall, in the opinion of the Authority become irresponsible, the Authority shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of the Authority within ten (10) days after notice.

29. **CHANGES OF CONTRACT - BY CONTRACTOR**

If the Contractor, on account of conditions developing during the performance of the Contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the General Manager, if not detrimental to the Authority.

30. **CHANGES OF CONTRACT - BY AUTHORITY**

In case any work, materials or equipment shall be required which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the General Manager, do and perform such work and furnish such materials or equipment. If changes to the Contract will result in additional costs to the Contractor, then the Authority shall compensate Contractor accordingly. Likewise, if the changes in the Contract result in a cost reduction to the Contractor, then the Authority shall be likewise compensated by Contractor. Authority and Contractor shall determine and mutually agree to the reasonable value of such change, which shall be memorialized in writing. It is understood, however, that the amount of work, materials or equipment required by the Contract shall not, in accordance with the above provisions referring to additions or omissions, be so increased or diminished as substantially to alter the general character or extent of the Contract.

31. **PATENTS, INFRINGEMENT OF**

The Contractor agrees that it will, at its own expense, defend all suits or proceedings instituted against the CCCTA, its Directors, members, agents, officers or employees, and pay any award of damages assessed against any or all of them in such suits or proceedings, insofar as the same are based on any claim that the materials or equipment, or any part thereof, or any tool, article, or process used in the manufacture thereof, constitutes an infringement of any patent enforceable in the United States; provided, the Authority gives to the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all needed information, assistance and authority to enable the Contractor so to do.

32. **DOCUMENTS INCORPORATED AS PART OF CONTRACT**

The Notice and Invitation to Bidders, Instructions to Bidders and General Conditions, Bid Forms, Technical Specifications, Special Provisions and Addenda, if any, will be incorporated as part of the Contract.

33. **FINANCIAL ASSISTANCE, STATEMENT OF**

These contracts are based on financial assistance contracts between the Agencies and the Metropolitan Transportation Commission and may be subject to the laws and regulations governing use of such funds. Contractor shall familiarize itself with such laws and regulations and comply therewith.

34. **DELIVERY**

Unless otherwise stated in the Contract Documents, bidder shall include freight and delivery charges in the bid price. Deliveries shall be to the locations and during the receiving times indicated for each Participating agency as described in the Special Provisions.

35. **TIME, EXTENSIONS OF**

Granting of or acceptance of extensions of time to complete the performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of the Contract.

36. **TERMINATION**

Each Agency may terminate their Contract at any time by giving the Contractor thirty (30) calendar days written notice. Notice of termination shall be by certified mail. Upon termination, the terminating Agency shall pay the Contractor its allowable costs incurred to date of termination and those costs deemed necessary by the Agency to effect termination. In the event that the Contractor at any time during the entire term of this Contract breaches the requirements or conditions of the Contract, and does not within ten (10) calendar days of receipt of notice from the Agency cure such breach or violation, the Agency may immediately terminate its portion of the Contract and shall pay the Contractor only its allowable costs to date of termination. The Agencies will not be responsible for any costs that may be incurred by the Contractor after written notice of an Agency's decision not to exercise the options to extend the Contract term. Each Agency will incorporate its unique Termination Procedures in the individual contracts between each agency and their successful bidder.

The CCCTA Termination Procedures are as follows:

- A. CCCTA may, by ten (10) days' written notice of default to Contractor, terminate the contract, in whole or in part, in the event the Contractor fails to deliver and/or install materials and equipment or to perform services as provided for herein within the time specified herein or any extension thereof; or Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract, in accordance with its terms and does not rectify such failure within a period of ten (10) days (or such other period as CCCTA may authorize in writing) after receipt of written notice from CCCTA specifying such failures.
- B. CCCTA may also terminate the contract at any time by giving the Contractor thirty (30) days notice thereof.
- C. Notice of termination shall be given by certified mail or personal service to the Contractor at the address specified in the Contract Documents as amended in writing.
- D. If CCCTA terminates the contract for default, in whole or in part, as provided in subparagraph (a) above, CCCTA may procure materials and equipment and contract for services similar to

those so terminated; and Contractor shall be liable to CCCTA for any excess costs for such similar materials and equipment and services.

- E. Upon termination, Contractor shall submit a written closing statement to CCCTA to specify the costs of materials and equipment delivered to CCCTA and installed, and the costs of services actually performed to the date of termination for which Contractor has not been previously paid. In the event of termination for default, CCCTA will only pay Contractor for work performed in full accordance with the contract documents.
- F. CCCTA may deduct any excess costs incurred under subparagraph (d) above, and any liquidated damages under Paragraph 37 of the Instructions to Bidders and General Conditions, from the amount set forth in the Contractor's closing statement. Upon payment of the amount found due, CCCTA shall be under no further obligation, financial or otherwise to Contractor except, and only to the extent of, any obligations imposed by Contractor's continued performance under subparagraph (g) below.
- G. The Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.

37. **LIQUIDATED DAMAGES**

In the event of delay in completion of the work or the delivery of the supplies, materials or equipment beyond the date set forth in the Contract Documents, or beyond authorized extensions thereof, damage will be sustained by the affected agency. The Liquidated Damages shall be as set forth in the Special Provisions.

38. **DEFECTIVE OR DAMAGED WORK**

All materials, parts and equipment furnished by the Contractor shall be new, high grade and free from defects. The Contractor shall establish and maintain quality assurance policies and procedures to insure compliance with the specifications. The Contractor shall extend to the Agencies full access to its manufacturing facilities during normal working hours so that the Agencies can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the Specifications.

If the Contractor delivers inferior products to an agency storage tank, contractor shall be responsible for the removal of all contaminated product, cleaning of the agency's storage tank(s) and any contaminated agency delivery and dispensing piping and replacement of all contaminated fuel with acceptable product. This shall include the removal, cleaning and replacement of contaminated product delivered to the fuel tanks of agency vehicles. In the event the contaminated product was responsible for damage to the engine of a vehicle operated with contaminated product, the Contractor shall be responsible for repairs to the parts of the vehicle engine damaged by the contaminated product. Any material, equipment or supplies found to be damaged or defective at the time of delivery or installation shall be repaired, replaced or corrected by the Contractor without additional cost to the Agency.

If the Contractor shall fail to comply promptly with any order of the affected Agency's General Manager to repair, replace or correct damaged or defective work, then the affected Agency's General Manager shall, upon written notice to the Contractor, have the authority to deduct the cost thereof from any compensation due or to become due the Contractor.

Nothing in this section shall limit or restrict the provisions of the Warranty of Fitness as set forth in these Instructions to Bidders and General Conditions.

39. **LAWS AND REGULATIONS, COMPLIANCE WITH**

All materials and supplies furnished pursuant to these specifications shall comply with the laws and regulations of the State of California and the United States of America. Contractor shall, if requested by the Authority, supply certification and evidence of such compliance.

40. **WARRANTY OF TITLE**

Contractor warrants to the Authority, its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to the Authority or to its successors or assigns, is free from all liens and encumbrances.

41. **WARRANTY OF FITNESS**

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

42. **WARRANTY OF MERCHANTABILITY**

Contractor warrants that the goods are merchantable in accordance with Section 2314 of the Commercial Code of the State of California.

In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, the Authority does not waive any warranty, either express or implied, in Sections 2312 to 2315, inclusive, of the Commercial Code of the State of California or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

43. **WARRANTY OF PRODUCT**

The Contractor warrants that all fuels provided under this Contract are free from defects in design, material and workmanship. The Contractor shall replace, at no additional cost to the Authority, any fuel found to be defective during the course of this Contract.

44. **CONTRACTOR'S INDEMNITY**

The Contractor shall indemnify, keep and save harmless the Authority, its directors, members, agents, officers, and employees against all suits or claims that may be based on injury to persons or property resulting from the course of the performance of this contract by the Contractor; and the Contractor shall, at its own expense, defend such actions and shall pay all reasonable attorneys fees and costs incurred in connection therewith, and if any judgment shall be rendered against the Authority in any such action, the Contractor shall, at its own expense, satisfy and discharge the same; however, the Contractor shall not be held responsible for loss, damage, liability, injury or death occasioned by the active negligent act(s) or willful misconduct of the transit authority, its agents or employees. This provision will survive expiration or termination of the Contract.

45. **RISK OF LOSS**

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to the final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

46. **SUBCONTRACTS AND ASSIGNMENT**

Contractor shall not subcontract all or any portion of its services under this agreement without the prior written approval of the CCCTA General Manager, and any attempt thereat shall be void and unenforceable. In the event the Contractor enters into one or more subcontracts pursuant to this paragraph, it is understood and agreed that the Participating subcontractors shall be solely and directly responsible to Contractor and that the CCCTA shall have no obligation to them.

The Contractor shall neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous consent in writing of the Agency General Manager.

47. **RECORDS**

Contractor shall maintain full and adequate books, records and accounts to show the actual time devoted and costs incurred by it with respect to performance of services under this Contract; provided that said books, records and accounts shall be kept in accordance with generally accepted accounting principles.

48. **ACCESS TO RECORDS AND REPORTS**

Contractor shall provide all authorized representatives of CCCTA, the FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until CCCTA, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

49. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

CCCTA, as a recipient of federal financial assistance from the Federal Transit Administration (FTA) is committed to and has adopted a *DBE Program* in accordance with federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

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

Pursuant to 49 CFR § 26.13, the Contractor is required to make the following assurance in its agreement with CCCTA and to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

The Contractor (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor (and any subcontractors) 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 CCCTA deems appropriate.

By submitting a bid, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.



A completed and signed List of Prime Contractor and Subcontractors/Suppliers form must be submitted with the bid. This form includes information about the Bidder and all subcontractors/suppliers that provided a bid, quote or proposal.

The selected Contractor shall maintain records to verify applicable DBE participation. Such records shall show the name and business address of each DBE participating in the contract, the total dollar amount actually paid each DBE, and the date of payment. Contractor shall retain all records concerning DBE participation under this contract for not less than three years.

Any Bidder who would like additional information regarding DBE participation on this contract or CCCTA's *DBE Program* may contact Janet Madrigal, Civil Rights Administrator, at 2477 Arnold Industrial Way, Concord, California 94520, 925/676-1976.

50. **TITLE VI COMPLIANCE**

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:

A. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U. S 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.

B. Non-discrimination.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, 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 by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. 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, creed, color, sex, age, or national origin.

D. 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 CCCTA or FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information which is required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to CCCTA, or FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Non-Compliance.

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

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
2. Cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraphs (A) through (E) 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 CCCTA or FTA 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 request CCCTA to enter into such litigation to protect the interests of CCCTA, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

51. **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. Such action shall include, but not be limited to: recruitment or recruitment advertising, employment/hiring, promotion or upgrade, demotion, transfer, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Part 60). Contractor further agrees to include this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

52. **OSHA MATERIAL SAFETY DATA SHEETS**

Prior to the commencement of any of the work called for under this Contract, the Contractor must submit, with its bid, OSHA Material Safety Data Sheets on all applicable items. This information must be submitted to the Director of Maintenance.

53. **SAFETY AND HEALTH STANDARDS**

During the duration of this Contract, the Contractor and any subcontractors must comply with all Federal and California Laws, Regulations and Safety Standards in effect.

It is the condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in the performance of the contract to work in conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

54. **ENERGY CONSERVATION**

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

55. **CLEAN WATER AND AIR REQUIREMENTS**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clear Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to CCCTA and understands and agrees that CCCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in part or in whole with federal assistance provided by the FTA.

56. **WAIVER OF CONDITIONS**

The waiver of any provision, term or condition in these Contract Documents by the Authority on any particular occasion shall not constitute a general waiver of provision, term or condition, nor a release from the Contractor's obligation to otherwise perform or observe such condition or any other term or condition of the Contract.

57. **CARGO PREFERENCE**

Contractor agrees:

- A. 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 Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within twenty (20) 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 shipments 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 (A) above to the CCCTA (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. 20550, marked with appropriate identification of the project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

58. **EVALUATION and AWARD**

- A. Evaluation

Each Participating agency will make individual evaluations and awards to the lowest responsive and responsible bidder for the sale and delivery of product to that agency.

B. Award of Contract

The CCCTA Board of Directors will make its award or rejection within sixty (60) days after submission of the bids and will transmit Contract Documents within a reasonable time thereafter, including:

1. A copy of the resolution passed by the Authority authorizing the award of the contract.
2. A letter from the General Manager to the effect that Authority funds are available and have been earmarked for this contract.
3. An executable Contract to Furnish and Deliver CARB Ultra-Low Sulfur Diesel Fuel.

59. **PROTEST PROCEDURES**

If a Bidder believes this Invitation for Bids is restrictive or alleges improprieties in the bidding procedure, the Bidder may submit a timely protest as described below:

All protests must be made in writing (no emails), dated and signed by the Bidder or an individual authorized to sign contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) must be sent either by U.S. Mail, postage prepaid, overnight delivery or by personal delivery to:

Scott Mitchell, Director of Maintenance  
Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520

With a copy to:

Rick Ramacier, General Manager  
Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520

All protests of CCCTA's IFB or bidding process must be received at least five (5) days prior to the deadline for the submission of proposals. Protests based upon the recommendation for award of contract shall be submitted directly to the General Manager of the Authority at least forty-eight (48) hours prior to the appropriate Board Committee meeting at which the staff's recommendation will be considered.

These procedures will apply to all procurement actions, whether by sealed bid, request for proposal, sole source, or involving state or federal funds, and regardless of the stage of the procurement process at which the protest is filed.

The Director of Maintenance shall investigate the matter and respond in writing to each point raised by the Bidder within five (5) working days. In addition, the Director of Maintenance shall specify in writing any action to be taken by CCCTA.

If the Bidder is not satisfied with the decision of the Director of Maintenance, the Bidder may appeal the decision in writing to be received by CCCTA within three (3) working days after the U.S. postal or facsimile mailing of the decision of the Director of Maintenance addressed to CCCTA General Manager. The appeal shall be submitted at CCCTA's Concord address.

The General Manager shall investigate and shall respond in writing specifying any differences between his findings and those of the Director of Maintenance. The General Manager shall also state the action to be taken by CCCTA or the fact that no action shall be taken. The decision of the General Manager is the final decision of CCCTA.

In the event the protest is based all or in part on the allegation that CCCTA does not have written protest procedures or has not followed such procedures, the Bidder will be notified of its right to seek FTA review of CCCTA's decision within five (5) calendar days of CCCTA's final decision. Should CCCTA fail to render a final decision, the protest must be filed with FTA within five (5) calendar days after the Bidder knows or has reason to know that CCCTA has failed to so act. The request for review must be in writing to FTA and be filed in accordance with FTA Circular 4220.1E, as periodically updated.

In all other circumstances, the Bidder will be notified of its right to appeal to the appropriate state or local administrative or judicial authorities.

In the event a protest has been timely filed before award, CCCTA shall not make an award prior to five (5) calendar days after resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest unless CCCTA makes a written determination that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to CCCTA or the Federal Government.

#### **FAILURE TO COMPLY WITH THE RULES SET FORTH HEREIN MAY RESULT IN REJECTION OF THE PROTEST.**

#### **60. APPROVAL BY THE GENERAL MANAGER**

The Authority reserves the right to direct and supervise the work under this contract through its General Manager and his properly authorized agents, on whose inspection all work shall be accepted or condemned. The General Manager shall have full power to reject or condemn any materials furnished or work performed under the Contract which do not conform to the terms and conditions set forth in the Contract Documents.

#### **61. DISCREPANCIES**

Whenever in the Contract Documents an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the bid is required to be given in unit prices and totals so given, the unit prices shall prevail.

#### **62. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an employee of CCCTA and has no authority to contract or enter into any agreement in the name of CCCTA. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this Contract. Contractor shall be fully responsible for all matters Contractor shall be responsible for its own acts and those of its agents and employees during the term of this contract.

#### **63. INTERPRETATION**

CCCTA's determination of meaning and intent of any ambiguities in this contract shall be final and conclusive, except that such decision shall not preclude the Contractor from exercising its rights and remedies under the law.

64. **CORRESPONDENCE**

- A. All correspondence must show CCCTA's project number: **2007-MA-01RTCC**.
- B. For further information prospective bidders may contact Mr. Bob Ferguson by calling (925) 676-1976 between the hours of 8:30 a.m. to noon, and 1:00 to 5:00 p.m., Monday through Friday, holidays excepted.

65. **HAZARDOUS CHEMICALS AND WASTES**

The Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of performance of this Contract. The Contractor shall immediately report any such release to the Maintenance manager. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Authority by any agency as a result of such release and shall hold harmless, indemnify and defend the Authority from any claims arising from such release. For purposes of this section only, the term "Claims" shall include:

- 1. all notices , orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and
- 2. any claim, cause of action, or administrative or judicial proceeding brought against the Authority, its Board of Directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including Authority.

If the performance of the work outlined by these contract specifications creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the Authority be identified as the generator. The Contractor shall notify the Maintenance Manager of any such hazardous wastes and the Authority reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the Authority from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor.

66. **EFFECT OF FAILURE TO COMPLETE CONTRACT**

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, the Authority may terminate the Contract and refuse to pay or allow to the Contractor any further compensation for any labor, supplies or materials furnished by it under the Contract. The Authority may proceed to complete such Contract either by reletting or otherwise, and the Contractor and its surety shall be liable to the Authority for all loss or damage which it may suffer on account of the Contractor's failure to complete the Contract within such time.

67. **NON-EMPLOYEE PICKETING**

If employees of the Contractor picket the facilities of the Authority in connection with a labor dispute, the Authority may terminate or suspend the Contract immediately. In addition, the Contractor shall reimburse the Authority for expenses incurred by the Authority resulting from the picketing or contract suspension or termination.

68. **ATTORNEY'S FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties hereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

69. **GOVERNING LAW**

The Contract hereunder shall be governed by the laws of the State of California.

70. **SEVERANCE**

If any part of these Contract Documents is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect.

71. **FTA FUNDING REQUIREMENT**

This project may be financed in part by operating funds from the Federal Transit Administration. Accordingly, federal requirements apply to this contract and if those requirements change then the changed requirements shall apply to the project as required.

72. **PATENT RIGHTS**

If any invention, improvement or discovery of the Contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this contract, which invention, improvement or discovery may be patentable under the Patent Laws of the United States, of America, or any foreign country, the Contractor shall immediately notify the Authority and provide a detailed report. The rights and responsibilities of the Authority, Contractor, and the U.S. Government with respect to such invention will be determined in accordance with applicable federal laws, regulations, policies, and any waivers thereof.

73. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5312 and 5332; and implementing regulations, as may be amended.

74. **LOBBYING**

Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures shall be forwarded to the Authority. Contractor shall ensure that all of its Subcontractors under this Contract shall certify the same. Contractor shall submit the "Lobbying Certification for Contracts, Grants and Cooperative Agreements" included in the bid forms.

75. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The Contractor shall submit the certification with its bid showing that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. For this purpose, the Contractor must complete and execute the form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," which is included in the proposal forms. Contractor also agrees to include this provision in any subcontract exceeding \$100,000 and to obtain a similar certification from any subcontractors seeking a subcontract exceeding \$100,000 and forward the certification to the Authority.

**CIVIL RIGHTS REQUIREMENTS**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**77. FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (12) dated October 1, 2005) between CCCTA and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this Contract.



78. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

79. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

80. **PRIVACY ACT**

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

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

81. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **SPECIAL PROVISIONS**

### **1. SCOPE OF CONTRACT**

The Central Contra Costa Transit Authority, on behalf of the Regional Transit Coordinating Council (RTCC), is soliciting bids for furnishing and delivering CARB (California Air Resources Board) Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines. The Agencies participating in this bid are:

Central Contra Costa Transit Authority (CCCTA)  
City of Elk Grove  
Fairfield/Suisun Transit District  
Golden Gate Bridge, Highway and Transportation District (Bridge, Bus Transit and Ferry)  
Monterey-Salinas Transit (MST)  
Peninsula Corridor Joint Powers Board (JPB or Caltrain)  
San Joaquin Regional Transit (SMART)  
San Mateo County Transit District (SamTrans)  
Santa Clara Valley Transportation Authority (VTA)  
Santa Cruz Metropolitan Transit District (SCMTD)  
Sonoma County Transit  
Vallejo Baylink Ferry  
Vallejo Transit (VCTC)

It is the intent of the Regional Transit Coordinating Council (RTCC) that each of its Participating Agencies will award one or more contracts to furnish and deliver CARB certified ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines as follows:

- a. An initial contract period of Two (2) years, and
- b. options for up to Three (3) One year extensions that will automatically take effect, unless a Participating Agency gives written Notice of its determination not to exercise the option to extend the contract at least ninety (90) days before the end of the contract term.

CCCTA, on behalf of the RTCC Participating Agencies, will administer the procurement process. Each Participating Agency shall award separate contracts and shall make payments directly to the Contractor, who agrees to look solely to such agency for compensation. The terms and conditions in the Contract Documents apply to any contracts that may be awarded by RTCC Participating Agencies. References to the "Authority" or "CCCTA" are deemed to refer to each Participating Agency. Any termination or modification of contractual commitments, in whole or in part, with individual Participating Agencies, whether mutually agreed to or by remedy at law, shall in no way relieve the Contractor of any such contractual obligations to the remaining Participating Agencies.

### **2. SCHEDULE OF ACTIVITIES**

Listed below is the "Schedule of Activities" which outlines pertinent dates of which bidders should make themselves aware:

- a. Notice Inviting Sealed Bids Issued – September 1, 2006.
- b. Pre-Bid Conference -- 10:30 A.M., September 15, 2006. Please reference Special Provision 3.
- c. Deadline for Approved Equals, Modifications or Clarifications – September 20, 2006
- d. Bid Opening -- 2:00 P.M. on October 15, 2006. Please reference Special Provision 14.

### **3. PRE-BID CONFERENCE**

A pre-bid conference will be held at 10:30 A.M. on Friday, September 15, 2006, at the Central Contra Costa Transit Authority in the paratransit building board room, 2477 Arnold Industrial Way, Concord, CA 94520. Any changes or clarifications to the Contract Documents and Specifications

must be issued in writing by the Authority in order to be binding. All interested bidders are invited to attend.

#### 4. **QUALIFICATION OF BIDDERS**

The Agencies may reject the bid of any bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a bidder must:

- a. be a person or firm who has the capabilities of furnishing and delivering ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines to the participating members of the Regional Transit Coordinating Council and other participating agencies, at the specified locations; and
- b. have the necessary resources to properly test and assure that ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines which are supplied meet the technical specifications; and
- c. provide technical services upon request to all purchasers to resolve any problems which may arise in connection with the use of ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines supplied under this Contract.

The Agencies reserve the right to inspect the bidder's premises prior to Contract award or at any time during the Contract period.

Each bidder shall submit a form entitled "List of References, which is a list of three (3) firms for which it provides or has provided comparable services.

#### FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE BID.

#### 5. **INTERPRETATION OF THE CONTRACT SPECIFICATIONS**

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any provision, he or she shall submit a written request for an interpretation or clarification no later than September 20, 2006. All such requests shall be addressed to the Authority's Director of Maintenance at 2477 Arnold Industrial Way, Concord, CA 94520. Responses to requests will be made by October 2, 2006.

Any interpretation, change, or correction of these specifications will only be made by written addenda issued by the Director of Maintenance. Copies of such addenda will be mailed or delivered to each bidder.

No oral modifications of these specifications are valid.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the Instructions to Bidders and General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications shall govern over those included in the Instructions to Bidders and General Conditions.

#### 6. **APPROVED EQUAL REQUESTS**

It is understood that specifying a brand name, or specific types of components and/or equipment in these specifications shall not relieve the bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The bidder is responsible for notifying the Authority of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A bidder may, at its option, use any equipment, material, article, or process, which, in the judgment of the Authority, is equal to that designated. To do so a bidder shall furnish at its own expense, all

test results, technical data and background information required by the Authority in making the determination as to whether the proposed equipment, material, article or process, in the judgment of the Authority, is equal to that designated.

The Authority shall be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision shall be final.

## 7. **APPROVED EQUAL PROCEDURES**

- a. Requests for Approved Equals must be received by the Authority, in writing, no later than September 20, 2006. No such requests will be considered by the Authority if received after this date. Any request for an Approved Equal must be fully supported with technical data, test results or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal. All requests for Approved Equals shall be addressed to the Authority's Director of Maintenance .
- b. The Authority's reply to requests received pursuant to Paragraph a. above, will be postmarked by October 2, 2006. Failure to respond by that date shall be deemed to be a denial of the request. Authority reserves the right to postpone bid opening for its own convenience.

## 8. **BID FORMS**

Bids must be submitted on the bid forms provided. Bids submitted in any other form will be considered non-responsive and may be rejected. Any bid which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the Authority, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive and may be rejected.

## 9. **BID PRICES/COMPLETION OF BID FORM**

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. The Bid Forms contain a sheet for each Participating Agency. Bidders may offer a bid for one or more Agency(ies). No bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids.

In order for a bid to be considered responsive and compliant, bidders must complete the space reflecting the RACK AVG price per gallon of CARB ULS in the tables titled "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED\_DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" based on the PADD 5 wholesale prices for San Francisco, CA., San Jose, CA., or Stockton, CA., as shown in the issue of Oil Price Information Service (OPIS) dated "Issued 09-04-06". Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING NET RACK AVERAGE". Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. This factor will be applied to the per gallon price published in the OPIS issue of September 4, 2006 to determine the Unit Bid Price per Gallon. The Unit Bid Price per Gallon should then be multiplied by the number of estimated gallons for the two-year period of the base contract to determine the "ESTIMATED GRAND TOTAL BID PRICE."

The bid prices shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be applied, as required, at invoicing.

Bidders shall take note on each bid form of the type of diesel, clear, red dyed or bio, to be supplied to each agency. If clear fuel is bid, the Contractor shall be responsible for the tracking, reporting,

payment and refund requests for any applicable taxes in conjunction with supplying Clear CARB ultra-low sulfur diesel fuel to government tax exempt agencies.

In the event there is a discrepancy between the computed Estimated Grand Total Bid Price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

During the term of this Contract, the prices for the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "RACK AVG" price of "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" as shown in PADD 5, San Francisco, CA, San Jose, CA, Stockton, CA, or another OPIS RACK as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the "Issued" date (the Monday following the Thursday publication of the OPIS Fax-A-Rack) of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

Each bidder shall include, with their bid response, a copy of the OPIS Fax-A-Rack dated September 4, 2006 for each PADD 5 rack used in their bid response.

#### 10. **TERM OF CONTRACT**

The term of Contract shall commence on the date specified by each Participating Agency after issuing a written Notice to Proceed, and shall continue thereafter for a two (2)-year period, unless terminated sooner pursuant to Special Provision 23. All contracts awarded under this solicitation shall have a final expiration date, after application of all applicable options, or no later than December 31, 2011.

A "SAMPLE" contract for the CCCTA has been provided with these contract documents. Other participating agencies' forms of contract may differ, but the substantive terms of these Contract Documents will be incorporated.

#### 11. **OPTIONS**

The Contract includes three (3) successive one-year options which will automatically take effect at the end of each contract period, unless the Participating Agency notifies the Contractor in writing no less than ninety (90) days before the end of the applicable contract period of its decision not to extend. The same pricing standard set forth in section 9 above shall continue in effect during any option period.

#### 12. **ESTIMATED QUANTITIES**

Each Participating Agency's estimated requirements for the ultra-low sulfur diesel fuel, bio-diesel and/or gasolines to be furnished hereunder are listed on the bid forms. The Participating Agencies shall not be held responsible for the accuracy of estimated gallonage, as this gallonage of the ultra-low sulfur diesel fuels, bio-diesel and/or unleaded gasolines to be furnished hereunder may differ from these estimates.

#### 13. **BIDDER'S SECURITY**

Notwithstanding General Condition 18, a bidder's security will not be required for this contract.

#### 14. **MARKING AND MAILING BIDS/BID OPENING**

One (1) original, and two (2) duplicates of each bid, together with all of the required bid documents, shall be securely sealed in a sealed envelope.

All bids must be received by the Authority no later than 2:00 P.M. on Friday, October 15, 2006 at which time they will be publicly opened and read.

The envelope shall be clearly marked with the bid number and shall also include the name and address of the bidder. The bid submittal shall be mailed or personally delivered to:

Director of Maintenance  
Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520

BIDS RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL BE RETURNED UNOPENED.

**15. AWARD OF CONTRACT OR REJECTION OF BIDS**

With regard to General Condition 56, the award of Contract, if any, will be made within sixty (60) calendar days after bid opening to the lowest responsive, responsible bidder for each Participating Agency. Each Participating Agency will make a separate determination as to which bidder is the lowest responsive, responsible bidder for that Agency and will make a separate award of contract based upon that determination, if an award is made.

Each bidder must submit a price quotation as requested on the Bid Form. In determining the lowest responsive and responsible bidder for each type of fuel, each Participating Agency shall compare and evaluate the submitted bid(s) for their particular agency on the basis of the Grand Total Bid Price as quoted on the Bid Form for each agency. Notification of award of Contract will be made in writing to the lowest, responsive, responsible bidder by each Participating Agency. Bidders are not required to bid every Participating Agency.

Each Participating Agency reserves the right to accept or reject any and all bids, or any items thereof; or to waive any informality or irregularity in the bids or in the bidding procedures.

**16. PERFORMANCE SECURITY**

Notwithstanding General Condition 25, a performance security will not be required for this contract.

**17. INSURANCE**

a. Types of Insurance

1. Workers' Compensation. If Contractor employs any person to perform work in connection with this Agreement, Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, Contractor shall deliver to CCCTA a Certificate of Insurance that shall stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to CCCTA.

The policy shall contain a waiver of subrogation in favor of the Central Contra Costa Transit Authority and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally and will be submitted with the Insurance Certificates prior to work beginning.

2. Commercial General and Automobile Liability Insurance

- (a) Commercial General Liability Insurance. Contractor shall, at its own cost and expense, also procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2 million each occurrence or claim and a general aggregate limit of at least \$2 million. This insurance shall include

but not be limited to premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; personal injury; products and completed operations, advertising injury liability, sudden and accidental pollution, and broad form property damage.

- (b) Automobile and Pollution Liability. Contractor shall, at its own cost and expense, procure and maintain Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2 million per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment with a pollution extension for cargo spills, and loading and unloading, to the extent coverage may be excluded from general liability insurance.
  - (c) Property and Physical Damage Insurance. The Contractor shall have a policy issued to protect its interest in the vehicles, property and equipment it uses in performance of this contract. The coverage under such policy shall have limits of liability adequate to protect the value of the vehicles, property and equipment. If desired, the Contractor may choose to self-insure this exposure, but in no instance shall the Agency be responsible for loss or damage.
  - (d) Pollution Liability. The Contractor shall provide to the Participating Agencies evidence of Pollution Liability Coverage which is valid for the term of this Contract in the amount of \$2,000,000.
- b. Prior to commencing work or entering onto the property, Contractor shall file a Certificate of Insurance with CCCTA evidencing the foregoing coverages, including the following endorsements:
- 1. The insurance company(ies) issuing such policy(ies) shall give written notice to CCCTA of any material alteration, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.
  - 2. That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim which Contractor is liable for under this Section, up to and including the total limit of liability, without right of contribution from any other insurance effected or which may be effected by CCCTA.
  - 3. Such insurance shall include as additional insured the Central Contra Costa Transit Authority and its respective directors, officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally. Inclusion of CCCTA as additional named insured shall not in any way affect its rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Contractor. Said policy shall protect Contractor and CCCTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.
- c. General Conditions
- 1. Acceptable Insurance. All policies will be issued by insurers acceptable to CCCTA. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of "A-" and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a



form satisfactory to CCCTA of CCCTA and shall be issued specifically as primary insurance.

2. Claims-Made Insurance. If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:
  - (a) Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
  - (b) Contractor will make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all additional insureds.
  - (c) If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.
  - (d) Policy allows for reporting of circumstances or incidents that might give rise to future claims.
3. Failure to Procure or Maintain Insurance. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of the agreement.
4. Terms of Policies. All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it shall remain in force in accordance with section 59.B.2 above.
5. Evidence of Insurance. CCCTA reserves the right to request a certified duplicate original of all policies required under this section or inspect the policies at Contractor's place of business at Contractor's expense.
6. Self-Insurance. Upon satisfactory evidence of financial capacity, CCCTA may approve Contractor's self-insurance as compliance with these requirements.

## 18. **SPILL LIABILITY PROTECTION**

Contractor shall be responsible and held liable for all losses, damages, and penalties that may be sustained by any Participating Agency or imposed on any Participating Agency by an outside agency as a result of spills. Contractor's drivers or subcontractors will immediately report any spill to the Agency's designated contact. The Contractor will be billed for the replacement cost of any clean-up materials used as well as any Agency labor or other costs expended in the clean-up of any spill or in the repair of Agency property damaged by reason of a spill. In the event Contractor fails to pay the billed amount within thirty (30) days of Agency's invoice, Agency will deduct the billed amount from amounts due and owing to Contractor under this contract.

Contractor will insure its representatives immediately report any fuel spills of one gallon or more during the fuel delivery process to a Maintenance Department Supervisor or the designated contact for each Participating Agency.

Contractor will indemnify all Agencies, their Directors, Officers, employees and agents and hold them harmless from losses, damages, and penalties imposed on the Agencies by third parties. The Agencies reserve the right to terminate the Contract if, notwithstanding compliance with the procedures set forth herein, Contractor delivers ultra-low sulfur diesel fuel, bio-diesel or unleaded gasolines in a negligent or careless manner or causes a spill of ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines while delivering to Participating Agency facilities.

**19. DELIVERY INSTRUCTIONS**

Each Agency will order the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines by telephone at least twenty-four (24) hours prior to the required date/time for delivery. Contractor shall provide ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines within the agreed delivery procedures, times and locations for each Participating Agency.

The minimum order placed by a participating agency will normally be for one truck and trailer load or approximately 7,000 to 7,600 gallons. A minimum order may include mixed compartment loads on a single truck-trailer. For example, one compartment may be gasoline and the remainder of the load will be ULSD. Bulk deliveries of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines must be accompanied by documentation from the Contractor's supplier showing the amount of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines picked up by the Contractor from its supplier.

In the event of emergency fuel supply needs arising from the failure of any participating agency's fuel supply systems, power outages, or from natural disasters, the Contractor shall guarantee the Participating Agencies the exclusive use of pump-equipped supply tankers for Participating Agencies' employees to directly dispense fuel into equipment at the Participating Agencies' locations, or at alternate staging areas designated by the Participating Agency. Such emergency supply will be made available within 12 hours of notification by the Participating Agency to the Contractor and will be supplied at the same fuel cost as regular deliveries, plus reasonable standby equipment charges, unless the Contractor is unable to do so as a result of the natural disaster. In this case, Contractor shall immediately notify all Participating Agencies of its inability to supply tankers.

Each Participating Agency has delivery requirements that must be adhered to in the performance of this contract.

**20. DELIVERY LOCATIONS/TIMES FOR PERFORMANCE and BILLING ADDRESS**

Contractor shall make delivery of CARB Ultra- Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines to the locations listed below and only during the times indicated by each Participating Agency, as follows:

**A. Caltrain (JPB)**

699 Park Ave.  
San Jose, CA 95110

Delivery Hours: 6:00 P.M. through 2:30 A.M.  
Deliveries Accepted: Daily (Trackside)

7150 Monterey St.  
Gilroy, CA

Delivery Hours: 10:00 P.M. through 5:00 A.M.  
Deliveries Accepted: Monday through Friday (Trackside)

425 Townsend St.  
San Francisco, CA 94107

Delivery Hours: 6:00 P.M. through 2:30 A.M.  
Deliveries Accepted: Daily (Trackside)

CEMOF (Under construction)  
585 Lenzen  
San Jose, CA 95126

Delivery Hours: 6:00 A.M. through 7:00 P.M.  
Deliveries Accepted: Daily

**Billing Address:**

Caltrain  
1250 San Carlos Ave  
San Carlos, CA 94070-1306

**B. Central Contra Costa Transit Authority (CCCTA)**

Maintenance Department  
2477 Arnold Industrial Way  
Concord, CA 94520

Delivery Hours: 8:00 A.M. through 4:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

CCCTA  
2477 Arnold Industrial Way  
Concord, CA 94520

**C. City of Elk Grove**

Corporation Yard  
10250 Iron Rock Way  
Elk Grove CA 95624

Delivery Hours: 7:00 A.M. through 5:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

City of Elk Grove  
10250 Iron Rock Way, Suite 200  
Elk Grove, CA 95624

**D. Fairfield Suisun Transit District**

1. Fairfield Facility  
420 Gregory St  
Fairfield, CA 94533

Delivery Hours: 5:30 A.M. through 2:30 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

Fairfield/Suisun Transit  
420 Gregory St.  
Fairfield, CA 94533

**E. Golden Gate Bridge, Highway and Transportation District - Bridge Division**

1. Toll Plaza  
San Francisco, CA 94129

Delivery Hours: 7:00 A.M. through 2:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

P. O. Box 9000  
Presidio Station  
San Francisco, CA 94129

**F. Golden Gate Bridge, Highway and Transportation District - Ferry Division**

1. 101 E. Sir Francis Drake Blvd.  
Larkspur, CA 94939

Delivery Hours: 8:00 A.M. to 1:00 P.M. and 2:30 P.M. to 3:30 P.M.  
Deliveries Accepted: Monday through Friday  
Delivery Exception: The above schedule may be altered due to SF Giants baseball game schedules

Note: Deliveries to this location MAY require "over the water" fueling capabilities in the event of a fueling station failure.

**Billing Address:**

**GGF**  
101 E Sir Francis Drake Blvd.  
Larkspur, CA 94939

**G. Golden Gate Bridge, Highway and Transportation District - Bus Transit Division (GGT)**

1. San Rafael Facility  
1011 Anderson Drive  
San Rafael, CA 94901

Delivery Hours: 7:00 A.M. through 2:00 P.M.  
Deliveries Accepted: Monday through Friday

2. Novato Facility  
801 Golden Gate Place  
Novato, CA 94947

Delivery Hours: 6:00 P.M. through 12:00 Midnight  
Deliveries Accepted: Monday through Friday

3. Santa Rosa Facility  
3225 Industrial Dr.  
Santa Rosa, CA 95403

Delivery Hours: 7:30 A.M. through 4:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

**Golden Gate Transit**  
1011 Anderson Drive  
San Rafael, CA 94901

**H. Monterey-Salinas Transit (MST)**

1. Monterey-Salinas Transit  
One Ryan Ranch Road  
Monterey, CA 93940

2. Monterey-Salinas Transit  
443 Victor Way  
Salinas, CA 93901

Deliveries for both locations:

Delivery Hours: 8:00 A.M. through 5:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

MST  
One Ryan Ranch Road  
Monterey, CA 93940

I. **San Mateo County Transit District (SamTrans)**

1. North Base Maintenance  
Running Repair/Fuel Island  
301 North Access Rd.  
South San Francisco, CA 94080  
Contact: Shift Supervisor (650) 508-6407

Delivery Hours: 7:00 A.M. through 3:00 P.M.  
Deliveries Accepted: Monday through Sunday

2. South Base Maintenance  
Running Repair/Fuel Island  
501 Pico Boulevard  
San Carlos, CA 94070  
Contact: Shift Supervisor (650) 508-6265

Delivery Hours: 7:00 A.M. through 3:00 P.M.  
Deliveries Accepted: Monday through Sunday

3. Central Offices  
Diesel Generator Fuel Tank  
1250 San Carlos Ave (deliver to Laurel Ave side)  
San Carlos, CA 94070  
Contact: Greg Moyer (650) 508-7987

Delivery is arranged on an "as needed" basis  
Delivery Hours: 9:00 A.M. through 3:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

SamTrans  
1250 San Carlos Ave  
San Carlos, CA 94070

J. **San Joaquin Regional Transit District (SMART)**

1. San Joaquin Regional Transit District  
1533 East Lindsay Street  
Stockton, CA 95205

Delivery Hours: 7:00 A.M. through 3:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

SMART  
1533 East Lindsay St.  
Stockton, CA 95205

**K. Santa Clara Valley Transportation Authority (VTA)**

1. Chaboya Division  
2440 So Seventh Street  
San Jose, CA 95112

2. Cerone Division  
3990 Zanker Road  
San Jose, CA 95134

3. North Division  
1235 L'Avenida Avenue  
Mt. View, CA 94048

Delivery Hours: 7:30 A.M. through 3:30 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

Santa Clara Valley Transportation Authority (VTA)  
Accounts Payable  
3331 N. 1st. St. #A  
San Jose, CA 95134

**L. Santa Cruz Metropolitan Transit District**

SCMTD  
1200 River Street  
Santa Cruz, CA 95060

Delivery Hours: 7:00 A.M. through 1:30 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

SCMTD  
370 Encinal St, #100  
Santa Cruz, CA 95060

**M. Sonoma County Transit**

Sonoma County Transit Yard  
355 W Robles Avenue  
Santa Rosa, CA 95407

Delivery Hours: 9:00 A.M. through 4:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

Sonoma County Transit  
2300 County Center Drive  
Santa Rosa, CA 94503

N. **Vallejo Baylink Ferry**

Vallejo Baylink Ferry  
Building 477 – Waterfront Avenue  
Mare Island  
Vallejo, CA 94592

Delivery Hours: no later than 11:00pm daily (except Thanksgiving, Christmas and  
New Years days  
Deliveries Accepted: Daily delivery is required. Nominally 6,000 gallons on weekdays  
and 4,000 gallons on weekends and holidays.

**Billing Address:**

City of Vallejo  
Attn: Transportation Division  
555 Santa Clara St.  
Vallejo, CA 94590

O. **Vallejo Transit**

Vallejo Transit Yard  
1850 Broadway  
Vallejo, CA 94589

Delivery Hours: 7:00 A.M. through 4:00 P.M.  
Deliveries Accepted: Monday through Friday

**Billing Address:**

City of Vallejo  
Attn: Transportation Division  
555 Santa Clara St.  
Vallejo, CA 94590

The Contractor shall deliver all material at its own expense to these designated locations.

The above delivery locations will be utilized for the duration of the Contract unless the emergency requirements in Special Provision 19 apply.

21. **LIQUIDATED DAMAGES**

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition 37, and pursuant to Civil Code Section 1671, the Contractor shall pay to the Agency the sum of Two Hundred Fifty dollars (\$250.00) per day for each and every calendar day that the Contractor fails to provide the required services as specified in the Technical Specifications within the period set forth in Special Provision 19, subject to extensions granted thereto in writing by the Participating Agency.

The Agency may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any delay beyond the time period specified in Special Provision 19, for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the Participating Agency to be beyond the reasonable control of the Contractor, provided Contractor notifies the Participating Agency in writing of the causes of delay within fifteen (15) calendar days from the beginning of any such delay. The Participating Agency, shall ascertain the nature of the delay and

determine whether an extension of time is warranted, which determination shall be final and conclusive. Contractor has the burden of proof that the delay was beyond its control.

## **22. PAYMENT**

During the term of this Contract, the Participating Agencies shall make payment to the Contractor in accordance with monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually furnished during each month and the location and dates of the deliveries made.

All Participating Agencies are exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices. All applicable State Sales Taxes, Use Taxes, and California Oil Spill Recovery Fees shall be itemized and added to each invoice.

## **23. PRODUCT TESTING**

The Bidder must certify that the product to be furnished meets the minimum specifications in order to qualify for award of the Contract. During the term of this Contract, the Participating Agency may elect to sample fuel at any time it is delivered to each location. This sampling will be taken by Participating Agency personnel with the cooperation of the delivery personnel. The sample will be tested by an independent third party laboratory and a report will be issued to the Participating Agency-designated contact.

For each occurrence that the fuel testing reveals that non-compliant fuel was delivered to any Agency, the Contractor shall, at its sole cost and expense, replace the non-compliant fuel with fuel meeting the specifications stated in these Contract Documents and pay for subsequent independent testing to ensure the quality of the fuel. If the Participating Agency incurs a fine or any other cost or expense relating to the Contractor's delivery of non-compliant fuel, Contractor will reimburse the Participating Agency for the payment of the fine or other costs and expenses, related to delivery of non-compliant fuel, including the cost of independent testing, and shall indemnify, hold and save harmless the Authority, the Agencies Participating in its procurement, and their directors, officers, employees and agents respectively, against all suits or claims that may be related to such fines in accordance with the provisions of these Contract Documents. On the third such occurrence, the Participating Agency at its sole option, may elect to terminate the Contract immediately.

## **24. TECHNICAL ASSISTANCE**

The Contractor shall maintain and make available to the Participating Agencies, upon request, technical services of competent engineers and necessary laboratory services at Contractor's sole cost and expense for the purpose of assisting the Participating Agencies in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

## **25. OSHA MATERIAL SAFETY DATA SHEETS**

Prior to the commencement of any of the work called for under this Contract, the Contractor must submit, with its bid, OSHA Material Safety Data Sheets on all applicable items. This information must be submitted to the Director of Maintenance.

## **26. EQUIPMENT AND ADDITIVE REQUIREMENTS FOR TRACKSIDE FUELING (CALTRAIN)**

Diesel fuel will be pumped directly from Contractor's truck to locomotive. Contractor must be capable of pumping 100 gallons of fuel per minute directly into locomotive. Contractor shall provide all necessary fittings and adapters to fuel these locomotives. Nozzles must fit a Snyder 766-EMD-4 fuel tank fill adapter. Delivery is to be made with a metered delivery truck capable of providing a printed delivery ticket with each delivery imprinted with the number of gallons provided.

The Contractor shall comply with all federal, state, and local laws covering meter calibration and shall have available meter calibration records for JPB verification upon request. At no time shall the Contractor use trucks equipped with meters that have not been calibrated within the previous 12 months.



Diesel Fuel Additive

The Contractor shall add Nalco 2210, or approved equal, to the diesel fuel supplied to CALTRAIN under this Contract, at the ratio of 1 gallon per 12,500 gallons of diesel fuel.

27. **BID PACKAGE**

A complete bid package shall consist of the following items, all of which must be submitted by each bidder:

- a. List of References – see Special provision 4
- b. Bid Forms
- c. Debarment Certification
- d. OSHA Material Safety Data Sheets
- e. Certification Regarding Lobbying and Disclosure of Lobbying Activities
- f. List of Prime Contractors and Subcontractors/Suppliers
- g. Acknowledgement of Addenda
- h. Fair Employment Practices Certificate
- i. Copies of each OPIS Fax-A-Rack used to determine bid responses

## FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will send to each labor union or representative of worker with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Contractor's commitments under this section; and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment practices section of this contract.
4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible Proposer" as to future contracts for which such Contractor may submit proposals, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained a court order under Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless it demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, the Contractor's pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment practices section shall be construed in any manner of fashion so as to prevent the awarding authority from pursuing any other remedies that may be available at law.
7. Prior to award of the contract, the Contractor shall certify to the awarding authority that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
  - a. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
  - b. The Contractor shall provide evidence, as required by the awarding authority, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
  - c. The Contractor shall file a basic compliance report as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - d. Personally, or through its representatives, the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
    - (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
    - (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
  - e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each such subcontractor.
9. Statements and Payrolls. The Contractor shall maintain its records in conformance with the requirements in the Specifications and the following special provisions:
  - a. The submission by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.
  - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
  - c. The Contractor shall make its payroll records available at the project site for inspection by the Authority and shall permit the Authority to interview employees during working hours on the job.

The following certification is to be executed by every Bidder and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.

**FAIR EMPLOYMENT PRACTICES CERTIFICATE**

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

\_\_\_\_\_  
(Type) PRODUCT AND SERVICES

\_\_\_\_\_  
(Type) BIDDING COMPANY

By \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Type) NAME OF SIGNER

\_\_\_\_\_  
(Type) TITLE

Address \_\_\_\_\_  
NUMBER AND STREET

\_\_\_\_\_  
CITY STATE ZIP CODE

\_\_\_\_\_  
TELEPHONE

CERTIFICATION OF PRIMARY CONTRACTOR IN REGARDS TO DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The \_\_\_\_\_ certifies to the best of its (name of bidder)

knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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,
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, \_\_\_\_\_, certifies or affirms (name of bidder)

the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et. seq. are applicable hereto.

Signature and Title of Authorized Official

The undersigned chief legal counsel for \_\_\_\_\_ hereby (name of bidder)

certifies that the \_\_\_\_\_ has authority under State and (name of bidder)

local law to comply with the subject assurances and that the certification above has been legally made.

Signature and Title of Legal Counsel

Date

**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_ Signature of Authorized Official

\_\_\_\_\_ Name and Title of Authorized  
Official

\_\_\_\_\_ Date

## DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For Material Change Only:                  Year _____                  Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Subawardee</p> <p>Tier, if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p> <p>_____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><i>(Attach Continuation Sheet(s), if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. retainer</li> <li><input type="checkbox"/> b. one-time fee</li> <li><input type="checkbox"/> c. commission</li> <li><input type="checkbox"/> d. contingent fee</li> <li><input type="checkbox"/> e. deferred</li> <li><input type="checkbox"/> f. other; specify</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> a. cash</li> <li><input type="checkbox"/> b. in-kind; specify: nature _____</li> </ul> <p>_____ value _____</p>		



14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

*(Attach Continuation Sheet(s), if necessary)*

15. Continuation Sheet(s) SF-LLL-A attached:  Yes  No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C;  
8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-  
C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-  
32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C;  
4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-  
C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-  
01-C; 6050-28-C; 4910-62-C

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/Bid control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).  
Enter Last Name, First Name, and Middle Initial(MI)
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D C. 20503

# CCCTA Bidders Form

Project Title: Bid Advertising Services

Proposer's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person and Title: \_\_\_\_\_

List the following information about the Proposer and all subcontractors/suppliers that provided a bid, proposal or quote to the Proposer.

Company Name	Company Address	Phone/FAX Number	Owner's Name	Owner's Gender/ Race/Ethnicity*	DBE/ NonDBE	Type of Firm**	Annual Gross Receipts	No. Years in Business
1								
2								
3								
4								
5								

\*Indicate if the owner is Female (F) or Male (M) and Asian Pacific (AP), Black (B), Caucasian (C), Hispanic (H), Native American (NA), Other (O), or Subcontinent Asian (SA)

\*\*Indicate if the firm is a Corporation (C), Joint Venture (JV), Limited Liability (LL), Other (O), Partnership (P) or Sole Proprietorship (SP)

Scope of Work for Each Firm Named Above	SIC or NAIC Code	Dollar Amount of Work	Quote/Bid Accepted (Y/N)
1			
2			
3			
4			
5			

The undersigned will enter into a formal agreement with the DBE subcontractor(s) and/or supplier(s) for work listed on this form conditioned upon execution of a contract with CCCTA.

I declare, under penalty of perjury, that the above information is true and correct and this declaration is executed on (date) \_\_\_\_\_

at \_\_\_\_\_ California.

\_\_\_\_\_  
 (Signature of Owner or Authorized Representative)

\_\_\_\_\_  
 (Title)

**TECHNICAL SPECIFICATIONS  
FOR  
FURNISHING AND DELIVERING CARB ULTRA-LOW SULFUR DIESEL FUELS, BIO-DIESEL  
AND/OR UNLEADED GASOLINE  
FOR  
THE REGIONAL TRANSIT COORDINATING COUNCIL  
(RTCC)**

**2007-MA-01-RTCC**

**1. GENERAL**

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel (hereinafter referred to as "Diesel Fuel"), Bio-Diesel and/or Unleaded Gasolines to the listed Participating Agencies and other local government agencies. The diesel fuel supplied under this contract shall be a petroleum distillate conforming to ASTM-D975 and having the minimum and/or maximum characteristics as more particularly defined in Technical Specification 4 below.

The unleaded gasolines supplied under this contract shall meet the minimum and/or maximum characteristics as more particularly defined in Technical Specification 5 below.

These minimum and/or maximum characteristics have been established by the Participating Agencies, in concert with the minimum requirements of the engine manufacturers who have provided engines for the buses currently operated by the Agencies. These specifications shall take precedence over ASTM-D975 where deviations are noted.

The successful bidder shall supply the ultra-low diesel fuel, bio-diesel and/or unleaded gasolines in accordance with these specifications and within the schedule of services described in the Special Provisions during the term of the Contract.

**2. CONFORMITY**

All bidders must conform to these specifications and the products they furnish shall be of first class quality and the equipment used to provide said products shall be the best obtainable in the various trades.

No advantage shall be taken by the manufacturer in the addition and/or omission of any ingredient or detail, which makes the diesel fuel non-compliant with any of the specifications, even though such details are not mentioned in these specifications.

In all cases, products must be furnished as specified, but if the term "approved equal" is used, the Contract Manager(s) must approve any product substituted for a specified product. All material not specified shall be the manufacturer's standard products.

**3. RESPONSIBILITY**

The Contractor shall assume responsibility for all products and services associated with this Contract, whether they be provided by the Contractor or purchased ready-made from an outside source.

#### 4. ULTRA-LOW SULFUR DIESEL FUEL SPECIFICATION

The diesel fuel supplied shall be a certified petroleum distillate, with NO ADDITIVES ADDED except where noted otherwise, having the following characteristics:

It is the intent of these specifications to describe the requirements for the supply of CARB Ultra-Low Sulfur Diesel Fuel. The fuel shall be compatible for use with Cummins and Detroit Diesel engines and approved by the manufacturers for use with their engines. The ultra-low sulfur diesel fuel shall in no way harm existing and future diesel engines. The ultra-low sulfur diesel fuel shall be a petroleum distillate conforming to ASTM-D975 and shall have the minimum and/or maximum characteristics as described below.

The fuel shall be CARB diesel fuel with a maximum sulfur content of 15 ppm and have the following characteristics:

Property	Units	Specification	Test Method
Sulfur	PPM, max.	15	ASTM D-5453-93
Lubricity	SBOCLE,g, min.	3100	ASTM D-6078
	HFRR,microns, max.	520	ASTM D-6079
Aromatics	vol. %, max.	30	ASTM D-1319
Ash	wt. %, max.	.01	ASTM D-482
Cetane Number	min.	45	ASTM D-613
Color	ASTM, max.	2.5	ASTM D-1500
Conductivity	cu, min.	75 (may vary w/ season)	ASTM D-2624
Copper Corrosion	3hr @ 122 deg F,max.	3	ASTM D-130
Distillation	deg F (Temp @ 90%, recovered, max)	550	ASTM D-86
Flash Point	deg F, min.	100	ASTM D-93
Gravity	deg. API, min.	37	ASTM D-287
Pour Point	deg. F, max. (may vary with region and season)	-30	ASTM D-97
Viscosity	cSt @ 40 deg C	1.3-1.9	ASTM D-445
Water & Sediment	vol. %, max.	.05	ASTM D2709

The bidder must certify that the ultra-low sulfur diesel fuel to be supplied under this Contract meets the EPA and CARB requirements.

#### 5. SPECIFICATION FOR BIODIESEL (B100) – ASTM D6751-06

Biodiesel is defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel. #

Property	ASTM	Method Limits	Units
Flash Point	D93	130 min.	Degrees C
Water & Sediment	D2709	0.050 max.	% vol.
Kinematic Viscosity, 40 C	D445	1.9 - 6.0	mm <sup>2</sup> /sec.
Sulfated Ash	D874	0.020 max.	% mass
Sulfur	D5453		
S 15 Grade		15 max.	ppm
S 500 Grade		500 max.	
Copper Strip Corrosion	D130	No. 3 max.	
Cetane	D613	47 min.	

Cloud Point	D2500	Report	Degrees C
Carbon Residue 100% sample	D4530*	0.050 max.	% mass
Acid Number	D664 0.	50 max.	mg KOH/gm
Free Glycerin	D6584	0.020 max.	% mass
Total Glycerin	D6584	0.240 max.	% mass
Phosphorus Content	D 4951	0.001 max.	% mass
Distillation Temp, Atmospheric Equivalent Temperature, 90% Recovered	D 1160	360 max.	Degrees C
Sodium/Potassium	UOP 391	5 max, combined	ppm

\* The carbon residue shall be run on the 100% sample.

# A considerable amount of experience exists in the US with a 20% blend of biodiesel with 80% diesel fuel (B20). Although biodiesel (B100) can be used, blends of over 20% biodiesel with diesel fuel should be evaluated on a case-by-case basis until further experience is available.

### BIO-DIESEL BLEND

The Golden Gate Ferry Division has specified that it may require red-dyed ULS diesel fuel with a 5% bio-diesel blend. The above specification shall be alterable to the extent that it allows a 5% bio-diesel blend acceptable to the Golden Gate Ferry Division.

### 6. UNLEADED GASOLINES

The Unleaded Gasolines shall be pump grade with Octane ratings of 87 or 89 as noted on the bid forms. All unleaded gasolines shall have been refined in the United State of America.

### 7. FUTURE FUEL SPECIFICATION CHANGES

During the term of this Contract, the Agencies may require a change in the specification of the ultra-low sulfur diesel fuel, bio-diesel and/or unleaded gasolines supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the Agencies shall notify their respective Contractor in writing of the requested change. The Contractor shall provide the Agency with the change in the cost per gallon of fuel to the price bid for the original Contract. If an Agency and Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party with 60 days written notice to the other party. Until termination, the reasonable determination of the Agency's Director of Maintenance as to the cost of the new fuel shall prevail.

### 8. ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND GASOLINE STORAGE TANK CAPACITIES AND ESTIMATED ANNUAL USAGE

#### A. CALTRAIN (JPB)

##### Capacities:

##### DIESEL FUEL:

Fueling is by direct delivery into the fuel tanks of the Caltrain locomotives at trackside. A Central Equipment Maintenance Operations Facility (CEMOF) is planned for completion in January 2008. When the facility is completed, the CEMOF tanks will be above ground stationary tanks. Until that time, the following are the capacities by fueling site:



San Jose site	6,500 gallons red-dyed diesel fuel daily (Trackside)
Gilroy site	5,000 gallons red-dyed diesel fuel weekdays (Trackside)
San Francisco Site	7,200 gallons red-dyed diesel fuel daily (Trackside)
San Jose CEMOF Site	Trackside fueling of unspecified quantity at this time to commence April 2007 to January 2008. Beginning January 2008, 70,000 gallons red-dyed diesel fuel daily (Two 35,000 above ground tanks)

Estimated Annual Usage:

DIESEL FUEL:  
4,000,000 gallons red-dyed diesel fuel.

Refer to Special Provision 26, "Equipment and Additive Requirements for Trackside Fueling (CalTrain)," for further particulars.

**NO GASOLINE**

**B. CENTRAL CONTRA COSTA TRANSIT AUTHORITY (CCCTA).**

Capacities:

DIESEL FUEL:  
2 each, 25,000 gallons at the Concord Facility  
1 each, 20,000 gallons at the Concord Facility

Estimated Annual Usage:

DIESEL FUEL:  
875,000 gallons at the Concord, Facility.

**NO GASOLINE**

**C. CITY OF ELK GROVE**

Capacities:

DIESEL FUEL:  
3 each, 10,000 gallon **above ground tanks** for red-dyed diesel or bio-diesel fuel at the Elk Grove Facility.

UNLEADED GASOLINE:  
1 each, 10,000 gallons at the Elk Grove Facility.

Estimated Annual Usage:

DIESEL FUEL:  
1,200,000 gallons of red-dyed diesel or bio-diesel fuel at the Elk Grove Facility.

UNLEADED GASOLINE (87 Octane):  
3,000,000 gallons at the Elk Grove Facility.

**D. FAIRFIELD/SUISUN TRANSIT DISTRICT**

Capacities:

DIESEL FUEL:

2 each, 10,000 gallon tanks for red-dyed diesel fuel at the Elk Grove Facility.

UNLEADED GASOLINE:

1 each, 10,000 gallons at the Elk Grove Facility.

Estimated Annual Usage:

DIESEL FUEL:

550,000 gallons of red-dyed diesel fuel at the Elk Grove Facility.

UNLEADED GASOLINE:

100,000 gallons at the Elk Grove Facility.

**E. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT - BRIDGE DIVISION**

Capacities

DIESEL FUEL:

1 each, 8,000 gallon tank for Red Dye Diesel.

1 each, 8,000 gallon tank for Clear Diesel.

UNLEADED GASOLINE (89 Octane):

2 each, 5,000 gallon tanks.

Estimated Annual Usage:

DIESEL FUEL:

50,000 gallons Red Dye Diesel Fuel.

6,000 gallons Clear Diesel Fuel.

UNLEADED GASOLINE:

65,000 gallons.

**F. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT - FERRY DIVISION**

Capacities:

DIESEL FUEL:

4 each, 75,000 gallon **above-ground** tanks for red-dyed diesel at the San Rafael Facility.

Note: The Ferry Division has a 280 gpm pump, 4" hose and a employee to operate the pump. The delivery driver will be responsible for connecting the Division's hose to the delivery vehicle and operating the vehicle-mounted valves.

Estimated Annual Usage:

DIESEL FUEL:

1,580,000 gallons red-dyed diesel at the San Rafael Facility.

Refer to Technical Specification 4, "Bio Diesel 4," for more particulars.

**G. GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT - BUS DIVISION (GGT)**

Capacities

**DIESEL FUEL:**

- 3 each, 20,000 gallon tanks at the San Rafael Facility
- 2 each, 15,000 gallon tanks at the Novato Facility.
- 2 each, 15,000 gallon tanks at the Santa Rosa Facility

**UNLEADED GASOLINE:**

- 1 each, 6,000 gallons **above ground tank** at the San Rafael Facility. No pumping facility is available. Deliveries will require a pump-equipped truck.

Estimated Annual Usage

**DIESEL FUEL:**

- 861,246 gallons at the San Rafael Facility.
- 367,208 gallons at the Novato Facility.
- 351,372 gallons at the Santa Rosa Facility.

**UNLEADED GASOLINE:**

- 20,000 gallons at the San Rafael Facility.

**H. MONTEREY-SALINAS TRANSIT (MST)**

Capacities

**DIESEL FUEL:**

- 2 each, 12,000 gallon tanks located at the Monterey Facility
- 2 each, 12,000 gallon tanks located at the Salinas Facility

**UNLEADED GASOLINE:**

- 1 each, 1,000 gallon tank located at the Monterey Facility.
- 1 each, 1,000 gallon tank located at the Salinas Facility.

Estimated Annual Usage

**DIESEL FUEL:**

- 350,000 gallons at the Monterey Facility.
- 240,000 gallons at the Salinas Facility.

**UNLEADED GASOLINE:**

- 8,000 gallons at the Monterey Facility.
- 2,000 gallons at the Salinas Facility.

**I. SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS)**

Capacities

**DIESEL FUEL:**

- 4 each, 20,000 gallon tanks located at the North Base Maintenance Facility
- 4 each, 20,000 gallon tanks located at the South Base Maintenance Facility
- 1 each, 900 gallon **above ground tank** located at the Central Office

Estimated Annual Usage

DIESEL FUEL:

1,180,000 gallons at the North Base Maintenance Facility.  
990,000 gallons at the South Base Maintenance Facility.  
900 gallons at the Central Office

**J. SAN JOAQUIN REGIONAL TRANSIT (SMART)**

Capacities:

DIESEL FUEL:

4 each, 20,000 gallon tanks at the East Lindsay Facility

UNLEADED GASOLINE:

1 each, 1,000 gallon tank at the East Lindsay Facility

Estimated Annual Usage

DIESEL FUEL

600,000 gallons at the East Lindsay Facility

UNLEADED GASOLINE:

7,000 gallons at the East Lindsay Facility

**K. SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)**

Capacities:

DIESEL FUEL:

4 each, 20,000 gallon tanks at the Cerone Division.  
4 each, 20,000 gallon tanks at the Chaboya Division  
2 each, 20,000 gallon tanks at the North Division.

Estimated Annual Usage:

2,079,000 gallons at the Cerone Division  
2,427,000 gallons at the Chaboya Division  
1,286,000 gallons at the North Division.

UNLEADED GASOLINE: **NONE AT THIS TIME.**

**L. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Capacities:

DIESEL FUEL:

12,000 gallon capacity **above ground tank** at the River St. facility.  
Deliveries will require a pump-equipped truck.

Note: **Fueling station is currently under construction. SCMTD will not be able to accept diesel deliveries until after the first quarter of 2007.**

UNLEADED GASOLINE: **NONE AT THIS TIME**

Estimated Annual Usage:

DIESEL FUEL:  
658,000 gallons at the River St. facility.

**M. SONOMA COUNTY TRANSIT**

Capacities:

DIESEL FUEL:  
3 each, 20,000 gallon capacity diesel tanks at the Santa Rosa Yard.

UNLEADED GASOLINE:  
1 each, 4,000 gallon capacity unleaded **above ground** tank at the Santa Rosa Yard.

Estimated Annual Usage:

DIESEL FUEL:  
30,000 gallons at the Santa Rosa Yard

UNLEADED GASOLINE:  
70,000 gallons at the Santa Rosa Yard

**N. VALLEJO BAYLINK FERRY**

Capacities:

DIESEL FUEL:  
6,000 gallons red-dyed diesel fuel at the Mare Island facility.

Note: This **above ground** tank is considered "over the water". Occasional wet hose direct fueling is required to the ferry (about 4 times per year). Baylink Ferry is designing a new fueling facility that will incorporate underground tanks with a capacity of 40,000 gallons. This facility is estimated to be operational by June 2008.

UNLEADED GASOLINE:  
None

Estimated Annual Usage:

DIESEL FUEL:  
1,800,000 gallons red-dyed diesel fuel at the Mare Island facility

UNLEADED GASOLINE:  
None

**O. VALLEJO TRANSIT**

Capacities:

DIESEL FUEL:  
3 each, 12,000 gallon capacity tanks at the Vallejo Yard.

UNLEADED GASOLINE:  
1 each, 2,000 gallon capacity **above ground** tank at the Vallejo Yard.

Estimated Annual Usage:

DIESEL FUEL:  
700,000 gallons at the Vallejo Yard

UNLEADED GASOLINE:  
45,000 gallons at the Vallejo Yard

# SAMPLE

## CONTRACT FOR PURCHASE OF ULTRA-LOW SULFUR DIESEL FUEL

This Contract is made and entered into by and between the Central Contra Costa Transit Authority (CCCTA), an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500, et seq., and \_\_\_\_\_ (Contractor), a Corporation in good standing under the laws of the State of California, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

### RECITALS

**Whereas**, the CCCTA issued An Invitation For Bids ("IFB") on September 1, 2006 for the purchase and delivery of CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines, attached and incorporated as Exhibit A; and

**Whereas**, Contractor submitted a Bid dated \_\_\_\_\_, 2006, a copy of which is attached and incorporated as Exhibit B; and

**Whereas**, the CCCTA Board of Directors has passed resolution 2007-\_\_\_\_ to award this contract to Contractor; and

**Whereas**, the Regional Transit Coordinating Council agencies and other Participating Agencies listed in the IFB documents will enter into individual contracts with respective low bid Contractors in accordance with the IFB documents.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1. **Furnishing and Delivery of Specified Diesel Fuel** Subject to the terms and conditions contained herein, the CCCTA agrees to purchase from Contractor and Contractor agrees to sell to the CCCTA CARB Ultra-Low Sulfur Diesel Fuel in accordance with the IFB and Contractor's Bid Form. Other Participating Agencies may enter into individual contracts with this or other respective low bid Contractors in accordance with the IFB.
2. **Incorporation by Reference** The following documents, and each and every term and condition thereof, are incorporated herein by reference as though fully set forth at this point:
  - a. **CCCTA Documents**: CCCTA Notice to Bidders, Invitation For Bids and General Conditions, Special Provisions, Bid Forms, Technical Specifications, and any addenda thereto. Copies of said documents are attached hereto and marked Exhibit A.
  - b. **Contractor Documents**: Contractor's Bid Forms dated \_\_\_\_\_, 2006. Copies are attached hereto and marked Exhibit B.

3. **Precedence of Documents** In the event of any conflict between the documents set forth in Sections 2(a) and the documents set forth in Section 2 (b), the conflict shall be resolved by giving the documents set forth in Section 2 (a) precedence over the documents set forth in Section 2(b).
  
4. **Compensation and Method of Payment** The cost per gallon of CARB Ultra-Low Sulfur Diesel Fuel shall be calculated as described in Exhibit A, Special Provision 9 and shall include all parts, materials, labor, profit, overhead, insurance and all other costs.  
  
CCCTA shall pay to the contractor the full contract price for each delivery within thirty (30) days after receipt by CCCTA of said delivery and receipt of an approved invoice from Contractor.
  
5. **Time of Performance.** Each delivery shall be completed within twenty-four (24) hours of requested delivery time of an order. Failure to comply with this schedule shall subject Contractor to liquidated damages and such other remedies as shall be available to the CCCTA.
  
6. **Amendment** This Contract, and any of the exhibits to it, may be amended at any time, but only upon the prior written approval of both parties.
  
7. **Remedies Cumulative** The remedies conferred by this Contract upon the CCCTA are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
  
8. **Successors and Assigns** This Contract shall be binding upon and inure to the benefit of CCCTA and Contractor and their respective successors in interest and assigns.
  
9. **Waiver** No waiver of any breach of the terms, conditions, or covenants of this Contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions, or terms of this Contract.
  
10. **Notices** Any notices, demands, or elections required or permitted to be given or made hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

CCCTA  
Rick Ramacier  
General Manager  
Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520

Contractor



11. **Insurance** Prior to Authority issuing a Notice to Proceed, Contractor shall submit all required insurance certificates to Authority, in accordance with Exhibit A.
12. **Time of the Essence** Time is of the essence in this Contract.
13. **Headings** The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
14. **Severability** In the event any part or provision of this Contract shall be determined to be invalid or unenforceable under the laws of the State of California or of the United States, the remaining portions of this Contract shall nevertheless continue in full force and effect.
15. **Attorneys' Fees** If CCCTA or Contractor bring any action to interpret or enforce this Contract, or for damages for any alleged breach hereof, the prevailing party in such action shall be entitled to reasonable attorneys' fees, in addition to all other recoverable damages and costs.
16. **Entire Agreement** It is expressly agreed between CCCTA and the Contractor that this Contract expresses the complete agreement between said parties and supersedes all prior oral or written negotiations, agreements, and understandings between them regarding the subject matter of this Contract.
17. **Governing Law** This Contract shall be governed and construed in accordance with the laws of the State of California.
18. **Subject to Metropolitan Transportation Commission and the Federal Transit Administration Disbursement** This Contract and any future amendments thereto shall be subject to disbursement of funds to the CCCTA by the Metropolitan Transportation Commission (MTC) and/or by the Federal Transit Administration (FTA). The CCCTA reserves the right to cancel the contract at any time, in accordance with Exhibit A, if adequate funding is not made available for the intended purchases.
19. **FTA Certifications** Contractor shall execute the following certifications for CCCTA:
  - a. Certification Regarding Debarment
  - b. Lobbying Certification
20. **Non-Discrimination Assurance**. The Contractor 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 U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CCCTA deems

appropriate. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors and subconsultants by including this assurance in all subcontracts entered into under this contract.

21. **Equal Employment Opportunity** In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition. Such action shall include, but not be limited to: recruitment or recruitment advertising, employment/hiring, promotion or upgrade, demotion, transfer, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall comply with Executive Order 11246, titled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Part 60). Contractor further agrees to include this provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
22. **Assignment** The Contract may not be assigned, transferred, conveyed, sublet or otherwise disposed of without prior consent in writing of the General Manager and the Contractor. The CCCTA may assign the exercise of option buses to various public agencies in accordance with the contract documents.

IN WITNESS WHEREOF, the parties hereunto execute this Contract effective the date set forth above.

Central Contra Costa Transit Authority

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
Rick Ramacier, General Manager

\_\_\_\_\_  
by (Signature)

APPROVED AS TO LEGAL FORM  
AND CONTENT:

\_\_\_\_\_  
Name, Title (Print)

\_\_\_\_\_  
Madeline Chun, CCCTA Legal Counsel

\_\_\_\_\_  
Attested by (Signature)

\_\_\_\_\_  
Name, Title (Print)

# BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Peninsula Corridor Joint Powers Board (Caltrain)

### ULS Diesel Fuel

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a two year period
<b>RED DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>8,000,000</b>	\$ _____

### Fuel Additive

Description	Unit Bid Price for Additive	Estimated Gallons for a 2- Year Period	Estimated Price for a 2-year period for Fuel Additive Only
Naico 2210 (or approved equal) Fuel Additive	\$ _____ per gallon	<b>700</b>	\$ _____

### Standby Time

Description	Price for Standby Service	Estimated Hours for a 2- year Period	Estimated Price for a 2-year Period
Fuel Truck Idle Standby Time (awaiting Locomotive Availability)	\$ _____ per hour	<b>500</b>	\$ _____

OPIS Rack quoted: ( ) San Francisco, CA ( ) Stockton, CA  
 ( ) San Jose, CA ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Central Contra Costa Transit Authority

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,750,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM

Furnishing and Delivering Bio-Diesel Fuel and Gasoline

2007-MA-01RTCC

**City of Elk Grove**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>B100</b> Bio-diesel (Soybean Based Only)	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>2,400,000</b>	\$ _____
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>2,400,000</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>6,000,000</b>	\$ _____

**Note: The City will determine its specific combination of diesel fuels at time of award. The annual usage will net out to 1,200,000 gallons.**

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF  
2006

# BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## Fairfield/Suisun Transit District

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,100,000</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>200,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM

Furnishing and Delivering Clear and Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## Golden Gate Bridge, Highway and Transportation District - Bridge Division

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>12,000</b>	\$ _____
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>100,000</b>	\$ _____
<b>89</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>130,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSD to this Bid Form

2006

# BID FORM

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Golden Gate Bridge, Highway and Transportation District - Ferry Division

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,160,000</b>	\$ _____
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel with 5% Bio-Diesel Blend	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,160,000</b>	\$ _____

**Note: The Ferry Division will determine its specific combination of diesel fuels at time of award. The annual usage will net out to 1,580,000 gallons.**

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSD/F to this Bid Form

2006



# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## Golden Gate Bridge, Highway and Transportation District - Bus Transit Division

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,159,652</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>40,000</b>	\$ _____

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## Monterey-Salinas Transit

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,180,000</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>20,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## San Mateo County Transit District

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>4,341,800</b>	\$ _____

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## San Joaquin Regional Transit

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,200,000</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>14,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
 (    ) San Jose, CA  
 (    ) Stockton, CA  
 (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Santa Clara Valley Transportation Authority

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>11,584,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                               (    ) San Jose, CA  
                               (    ) Stockton, CA  
                               (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Santa Cruz Metropolitan Transit District

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,316,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                               (    ) San Jose, CA  
                               (    ) Stockton, CA  
                               (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Sonoma County Transit

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>60,000</b>	\$ _____ .
<b>89</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>140,000</b>	\$ _____ .

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

# BID FORM

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Vallejo Baylink Ferry

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,600,000</b>	\$ _____

OPIS Rack quoted:    (    ) San Francisco, CA  
                                   (    ) San Jose, CA  
                                   (    ) Stockton, CA  
                                   (    ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF



# BID FORM

## Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

### Vallejo Transit

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>1,400,000</b>	\$ _____
<b>87</b> Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>90,000</b>	\$ _____

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

Central Contra Costa Transit Authority  
Furnishing and Delivery of Ultra-Low Sulfur Diesel Fuel, Biodiesel and Unleaded Gasolines

2007-MA-01RTCC

Addendum One  
September 27, 2006

The Central Contra Costa Transit Authority herewith issues Addendum No. 1 to the above-referenced IFB. Addendum No. 1 is hereby incorporated and made part of the Bid documents. Except as specifically modified by this document, all other terms and conditions remain in full force and effect.

1. The Table of Contents contained an erroneous section between the Required Forms and the Technical Specifications sections. A revised Table of Contents is enclosed.
2. An Acknowledgement of Addenda was not included in the Invitation For Bids. The enclosed Acknowledgement of Addenda must be completed and returned with the bidder's response.
3. The bid opening date has been extended to October 16, 2006 to cause the deadline for receipt of bids and the bid opening to be held on a weekday
4. The pricing of biodiesel has been modified to include the use of the OPIS Fax-a-Rack postings for biodiesel at the San Francisco, CA and Oakland, CA racks. The revised bid language follows.

In **Special Provisions 9**, page SP-3, replace with the following paragraphs:

**9. BID PRICES/COMPLETION OF BID FORM**

Where prices are called for on the Bid Form, the prices shall include all costs required to perform the work, including overhead, profits, services, insurance, delivery charges and any and all other applicable costs except the taxes and fees described below. The Bid Forms contain a sheet for each Participating Agency. Bidders may offer a bid for one or more Agency(ies). No bidder may withdraw its bid for a period of sixty (60) days after the date of opening of bids.

In order for a bid to be considered responsive and compliant, bidders must complete the space reflecting the RACK AVG price per gallon of CARB ULS, UNL, MID, PRE in the tables titled "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED\_DYED W/LUBRICITY DISTILLATE PRICES" or "OPIS GROSS CARFG PRICES", based on the PADD 5 wholesale prices for San Francisco, CA., San Jose, CA. or Stockton, CA. as shown in the issue of Oil Price Information Service (OPIS) dated "Issued 09-04-06"

Bidders for bio-diesel must complete the space reflecting the OPIS posted price price per gallon of bio-diesel based on the type (SME or YGME) in the tables titled "OPIS SME Biodiesel Net Price Market Index" or "OPIS YGME Biodiesel Net Price Market Index", based on the PADD 5 wholesale prices for San Francisco, CA. or Oakland, CA as shown in the issue of Oil Price

Information Service (OPIS) dated "09-04-06". The current San Francisco, CA and Oakland, CA OPIS Fax-a-Racks list a single producer price for the northern California area. At such time that a true RACK AVERAGE price is established for the San Francisco, CA and Oakland, CA OPIS Fax-a-Racks, the RACK AVG price shall be the controlling price.

Bidders shall indicate which PADD 5 rack is being specified for each product. Bidders must complete the space marked "ADD ON", or the space marked "DEDUCT" or, if the OPIS RACK AVG prices will apply with no addition or deduction, the bidder should check the space marked "BIDDING NET RACK AVERAGE". Bidder must carry out the "ADD ON" or "DEDUCT" factor to ten one thousandths of a cent. This factor will be applied to the per gallon price published in the OPIS issue of September 4, 2006 to determine the Unit Bid Price per Gallon. The Unit Bid Price per Gallon should then be multiplied by the number of estimated gallons for the two-year period of the base contract to determine the "ESTIMATED GRAND TOTAL BID PRICE."

The bid prices shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Superfund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only but will be applied, as required, at invoicing.

Bidders shall take note on each bid form of the type of diesel, clear, red dyed or bio, to be supplied to each agency. If clear fuel is bid, the Contractor shall be responsible for the tracking, reporting, payment and refund requests for any applicable taxes in conjunction with supplying Clear CARB ultra-low sulfur diesel fuel to government tax exempt agencies.

In the event there is a discrepancy between the computed Estimated Grand Total Bid Price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

During the term of this Contract, the prices for the ultra-low sulfur diesel fuel and/or unleaded gasolines furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "RACK AVG" price of "OPIS GROSS NO. 2 W/LUBRICITY DISTILLATE PRICES", "OPIS GROSS NO. 2 RED-DYED W/LUBRICITY DISTILLATE PRICES" and/or "OPIS GROSS CARFG PRICES" as shown in PADD 5, San Francisco, CA, San Jose, CA, Stockton, CA, or another OPIS RACK as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the "Issued" date (the Monday following the Thursday publication of the OPIS Fax-A-Rack) of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

In addition, during the term of this contract, the prices for bio-diesel (100% or any blend) furnished hereunder may be adjusted only in the manner set forth herein. After the Participating Agency's issuance of a written Notice to Proceed, prices shall be adjusted automatically on a weekly basis. Said adjustments shall be made based on the "OPIS SME Biodiesel Net Price

Market Index" or OPIS YGME Biodiesel Net Price Market Index", as applicable for the type (SME or YGME) as shown in PADD 5, wholesale prices for San Francisco, CA. or Oakland, CA as specified on the Bid Form as applicable, of the current weekly OPIS, plus, if applicable, the "ADD ON" or minus the "DEDUCT" factor originally bid by the Contractor. Adjusted prices are to become effective on the Monday following the Thursday publication of the OPIS Fax-A-Rack of each OPIS publication. The Agencies reserve the right to question any adjustment and to require additional documentation, if necessary.

Each bidder shall include, with their bid response, a copy of the OPIS Fax-A-Rack dated September 4, 2006 for each PADD 5 rack used in their bid response.

**5. In Special Provisions 21**, page SP-13, in the third paragraph, change the reference "... Special Provision 19..." to "... Special Provision 20..."

6. The Bid Forms have been modified to reflect the needs and requirements of each individual agency in regards to the evaluation and award criteria. Some agencies will award to a single bidder for all products on a Grand Total Price for all products and others may award multiple contracts based on the Grand Total Price for each product. For each agency that is bidding multiple products, a note is contained on the Bid Form below the last product notifying the bidder of the agency's intention.

A revised set of Bid Forms are included and must be used in submitting bids.

## Table of Contents

COVER PAGE	
NOTICE	
TABLE OF CONTENTS	TC-1
<b><u>Instructions to Bidders and General Conditions</u></b>	
DEFINITION OF TERMS	GC-1
CANVASS OF BID	GC-1
BID FORM AND SIGNATURE	GC-2
CONDITIONED BID	GC-2
BID	GC-2
SUBMISSION OF BID	GC-2
WITHDRAWAL OF BID	GC-2
FIRM BID	GC-2
TAXES	GC-2
SOLE BID	GC-3
EXPERIENCE AND QUALIFICATIONS, STATEMENT OF	GC-3
ALTERNATIVE BID	GC-3
DEBARRED BIDDERS	GC-3
NON-COLLUSION	GC-3
COLLUSION, PENALTY FOR	GC-3
CONFLICT OF INTEREST	GC-4
INTEREST, PROHIBITED	GC-4
REPRESENTATION BEFORE CCCTA	GC-4
CASH DISCOUNT	GC-4
BIDDER'S SECURITY	GC-4
BRAND NAMES	GC-4
SPECIFICATIONS	GC-5
INSPECTION BY BIDDER AND WAIVER	GC-5
REJECTION OF BID	GC-5
TIME FOR EXECUTION OF CONTRACT AND FILING INSURANCE CERTIFICATES	GC-5
EXECUTION OF CONTRACT, MANNER OF	GC-6
FAITHFUL PERFORMANCE BOND	GC-6
SURETIES, ADDITIONAL	GC-6
CHANGES OF CONTRACT - BY CONTRACTOR	GC-6
CHANGES OF CONTRACT - BY AUTHORITY	GC-6
PATENTS, INFRINGEMENT OF	GC-6
DOCUMENTS INCORPORATED AS PART OF CONTRACT	GC-7
FINANCIAL ASSISTANCE, STATEMENT OF	GC-7
DELIVERY	GC-7
TIME, EXTENSIONS OF	GC-7
TERMINATION	GC-7

LIQUIDATED DAMAGES	GC-8
DEFECTIVE OR DAMAGED WORK	GC-8
LAWS AND REGULATIONS, COMPLIANCE WITH	GC-9
WARRANTY OF TITLE	GC-9
WARRANTY OF FITNESS	GC-9
WARRANTY OF MERCHANTABILITY	GC-9
WARRANTY OF PRODUCT	GC-9
CONTRACTOR'S INDEMNITY	GC-9
RISK OF LOSS	GC-9
SUBCONTRACTS AND ASSIGNMENT	GC-10
RECORDS	GC-10
ACCESS TO RECORDS AND REPORTS	GC-10
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION	GC-10
TITLE VI COMPLIANCE	GC-11
EQUAL EMPLOYMENT OPPORTUNITY	GC-12
OSHA MATERIAL SAFETY DATA SHEETS	GC-12
SAFETY AND HEALTH STANDARDS	GC-12
ENERGY CONSERVATION	GC-13
CLEAN WATER AND AIR REQUIREMENTS	GC-13
WAIVER OF CONDITIONS	GC-13
CARGO PREFERENCE	GC-13
EVALUATION and AWARD	GC-13
PROTEST PROCEDURES	GC-14
APPROVAL BY THE GENERAL MANAGER	GC-15
INDEPENDENT CONTRACTOR	GC-15
DISCREPANCIES	GC-15
INTERPRETATION	GC-15
CORRESPONDENCE	GC-16
HAZARDOUS CHEMICALS AND WASTES	GC-16
EFFECT OF FAILURE TO COMPLETE CONTRACT	GC-16
NON-EMPLOYEE PICKETING	GC-16
ATTORNEY'S FEES	GC-16
GOVERNING LAW	GC-17
SEVERANCE	GC-17
FTA FUNDING REQUIREMENT	GC-17
PATENT RIGHTS	GC-17
ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES	GC-17
LOBBYING	GC-17
CERTIFICATION REGARDING DEBARMENT AND SUSPENSION	GC-17
CIVIL RIGHTS REQUIREMENTS	GC-18
FEDERAL CHANGES	GC-18
NO GOVERNMENT OBLIGATION TO THIRD PARTIES	GC-19
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	GC-19
PRIVACY ACT	GC-19
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	GC-20

**Special Provisions**

SCOPE OF CONTRACT	SP-1
SCHEDULE OF ACTIVITIES	SP-1
PRE-BID CONFERENCE	SP-1
QUALIFICATION OF BIDDERS	SP-2
INTERPRETATION OF THE CONTRACT SPECIFICATIONS	SP-2
APPROVED EQUAL REQUESTS	SP-2
APPROVED EQUAL PROCEDURES	SP-3
BID FORMS	SP-3
BID PRICES/COMPLETION OF BID FORM	SP-3
TERM OF CONTRACT	SP-4
OPTIONS	SP-4
ESTIMATED QUANTITIES	SP-4
BIDDER'S SECURITY	SP-4
MARKING AND MAILING BIDS/BID OPENING	SP-4
AWARD OF CONTRACT OR REJECTION OF BIDS	SP-5
PERFORMANCE SECURITY	SP-5
INSURANCE	SP-5
SPILL LIABILITY PROTECTION	SP-7
DELIVERY INSTRUCTIONS	SP-8
DELIVERY LOCATIONS/TIMES FOR PERFORMANCE and BILLING ADDRESS	SP-8
LIQUIDATED DAMAGES	SP-13
PAYMENT	SP-14
PRODUCT TESTING	SP-14
TECHNICAL ASSISTANCE	SP-14
OSHA MATERIAL SAFETY DATA SHEETS	SP-14
EQUIPMENT AND ADDITIVE REQUIREMENTS FOR TRACKSIDE FUELING (CALTRAIN)	SP-14
BID PACKAGE	SP-15

**Required Forms**

FAIR EMPLOYMENT PRACTICES CERTIFICATE	F-1
CERTIFICATION OF PRIMARY CONTRACTOR IN REGARDS TO DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS	F-5
LOBBYING CERTIFICATION	F-6
LIST OF PRIME CONTRACTORS	F12
ACKNOWLEDGEMENT OF ADDENDA	F-13

**Technical Specifications**

GENERAL	TS-1
CONFORMITY	TS-1
RESPONSIBILITY	TS-1
ULTRA-LOW SULFUR DIESEL FUEL SPECIFICATION	TS-2
SPECIFICATION FOR BIODIESEL (B100) – ASTM D6751-06	TS-2
BIO-DIESEL BLEND	TS-3

UNLEADED GASOLINES	TS-3
FUTURE FUEL SPECIFICATION CHANGES	TS-3
ULTRA-LOW SULFUR DIESEL FUEL, BIO-DIESEL AND GASOLINE STORAGE TANK CAPACITIES AND ESTIMATED ANNUAL USAGE	TS-3

SAMPLE CONTRACT	SC-1
-----------------	------

BID FORMS	BF-1
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Central Contra Costa Transit Authority  
Furnishing and Delivery of Ultra-Low Sulfur Diesel Fuel, Biodiesel and Unleaded Gasolines

2007-MA-01RTCC

**Addendum Two**

October 4, 2006

The Central Contra Costa Transit Authority herewith issues Addendum No. 2 to the above-referenced IFB. Addendum No. 2 is hereby incorporated and made part of the Bid documents. Except as specifically modified by this document, all other terms and conditions remain in full force and effect.

1. The Bid Form for the City of Elk Grove has been modified to allow the use of the OPIS Rack Avg pricing as described in Addendum No. 1. A new Bid Form page is included with this addendum.

new

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

STATE OF CALIFORNIA  
County of Contra Costa

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter

I am the Principal Legal Clerk of the Contra Costa Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598.

And which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of October 22, 1934. Case Number 19764

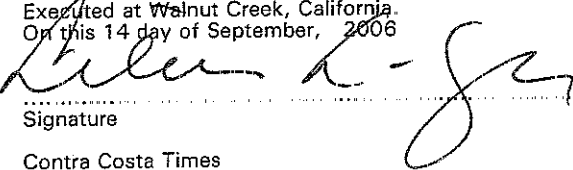
The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Sept 5, 10, 13,

all in the year of 2006

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.  
On this 14 day of September, 2006

  
.....  
Signature

Contra Costa Times  
P O Box 4147  
Walnut Creek, CA 94596  
(925) 935-2525

Proof of Publication of:  
(attached is a copy of the legal advertisement that published)

**NOTICE INVITING  
SEALED BIDS**

Central Contra Costa  
Transit Authority  
on behalf of the  
Regional Transit  
Coordinating Council and  
other Local Governmental  
Subdivisions

for

**FURNISHING AND  
DELIVERING CARB  
ULTRA-LOW SULFUR  
DIESEL FUEL, BIO-DIESEL  
AND/OR  
UNLEADED GASOLINES**

FOR

**THE REGIONAL TRANSIT  
COORDINATING COUNCIL  
AND OTHER SPECIFIED  
AGENCIES**

**2007-MA-01RTCC**

**NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the Central Contra Costa Transit Authority (CCCTA) at 2477 Arnold Industrial Way, Concord, CA 94520, until 2:00 PM, October 15, 2006, for Furnishing and Delivering CARB Ultra-Low Sulfur Diesel Fuel, Bio-Diesel and/or Unleaded Gasolines for the Regional Transit Coordinating Council (RTCC) and other specified agencies in accordance with requirements of the Contract Documents.**

Bids shall be submitted on the "Bid Forms" attached to the specifications and plainly marked with the Bidder's Name and the procurement number.

Bids will be examined and reported to each Participating agency within sixty (60) days after the bid opening. A Pre-Bid Conference will be held at 10:30 AM on September 15, 2006 in the Board Room of the CCCTA at 2477 Arnold Industrial Way Concord CA 94520.

Each agency reserves the right to reject any and all bids or to waive any irregularity or informalities in any bid or in the solicitation procedure. No bidder may withdraw its bid for a period of sixty (60) days after the bids are opened. Each bidder will be notified of award.

It is the policy of CCCTA to ensure nondiscrimination on the basis of race, color, national origin or sex in the award and administration of contracts. It is the intention of CCCTA to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for CCCTA contracts and subcontracts. For DBE assistance, contact Janet Madrigal, Civil Rights Administrator, at 925/676-1976.

In connection with the performance of this Contract, full compliance with all applicable Safety and Health Standards, and with all applicable laws and regulations concerning Equal Employ-

ment Opportunity and Disadvantaged Business Enterprises will be required. The successful bidder will cooperate with each Agency in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises and will use its best efforts to ensure that such business enterprises shall have the maximum opportunity to compete for subcontract work, if any under this Contract.

Attention is directed to the General Conditions, Special Provisions and Technical Specifications appearing with the Bid Documents for complete details and bid requirements. These documents, including bid forms, bonds, and this Notice shall be considered as part of any Contract made pursuant to this solicitation. Copies of the Bid Documents may be obtained at the CCCTA Maintenance Office, 2477 Arnold Industrial Way Concord, CA 94520.

September 1, 2006  
Rick Ramacier,  
General Manager  
Legal CCT 6570  
Publish September 5 10  
13, 2006

2007-MA-01RTCC Vendor List

Company	First Name	Last Name	Address1	City	State	Postal Code	Work Phone	FAX Phone	E-Mail
76 Lubricants Company	Robert	Duncan	3525 Hyland Ave	Costa Mesa	CA	92626	714-428-7649	714-428-8037	
B C Stocking Distributing	Claude	Brown	P O Box 567	Vacaville	CA	94596	800-550-8060	707-455-2921	claudc@bcstocking.com
Bay Counties/Pitcock Petroleum	Jeff	Pitcock	220 Hookston Rd	Pleasant Hill	CA	94523	925-935-3800	925-935-1458	jeffpitcock@bcppetro.com
Benito Tank Lines Inc	Doug	Hawkins	4076 Seaport Blvd	West Sacramento	CA	95691	562-590-4490	509-267-2817	
Bio-Friendly Fuel Partners	Eric	Johnson	PO Box 1749	Danville	CA	94526	925-272-0390	925-964-0183	into@b-ffp.com
BP/ARCO	Fred	Miller	486 Silver Moss Ct	Simi Valley	CA	93065	805-574-0520	805-577-8737	Millerf1@bp.com
C L Bryant	John	Duncan	237 Whitmore Ave	Modesto	CA	95358	209-537-7600	209-537-1565	
Caldco Oil Co			2266 Senter Rd	San Jose	CA	95112			
Chevron USA Prod Co.	Rex	Campbell	4073 South Maple	Fresno	CA	93725			
Coast Oil Company	Mark	Mitchell	4250 Williams Rd	San Jose	CA	95129			
Cross Petroleum			P O Box 492200	Redding	CA	96049			
Devco Oil Co Inc	Contact	Needed	139 Encinal St	Santa Cruz	CA	95060	831-423-2121		
Don Harbert Oil			P O Box 128	Bieber	CA	96009			
Duncan & Sons Petroleum Inc			29303 Pacific St	Hayward	CA	94544			
Easyfuel	Ted	Clayton	1346 E Taylor St	San Jose	CA	95133	408-280-5235	408-280-0235	ted@easyfuelinc.com
Eel River Fuels Inc	Ken	Foster	3371 North State St	Ukiah	CA	95482	707-462-5554		
Elkins Energy Inc	Richard	Elkins	255 S Grand Avenue #1914	Los Angeles	CA	90012	213-621-7669	213-613-1353	
Evergreen Environmental	Kirk	Hayward	6880 Smith Ave	Newark	CA	94560			
Falcon Fuels Inc	Carol	Rivera	P O Box 347	Paramount	CA	90723	562-272-4226 x22	562-272-4226	ssmarketing@sbcglobal.net
G Lowry Petroleum Products			4612 Klerman Ave	Salida	CA	95368			
G N Renn Inc	Brad	Renn	P O Box 276	Gilroy	CA	95021			
G Valdes Enterprises Inc			353 Sacramento St #400	San Francisco	CA	94111			
General Petroleum	Mike	Airs	1306 Canal Blvd	Richmond	CA	94804	510-237-1184	510-237-7463	
Golden Gate Biotuels	Pat	O'Keete	8285 Brentwood Blvd	Brentwood	CA	94513	925-228-2222		
Golden Gate Petroleum	Terry	Pinney	501 Shell Ave	Martinez	CA	94553	800-244-4516	925-957-9587	terrypinney@ggpetrol.com
Golden State Natural Gas Sys	Kevin	Weddle	1000 Lincoln Road #H	Yuba City	CA	95991	530-696-2234	530-696-2234	kweddle@jps.net
Helios Biotuels	John	Davis	5394 Pacheco Manor	Martinez	CA	94553	858-922-6337		
InterState Oil	Shannon	Ueunten	183 W. Main St	Woodland	CA	95695	916-997-7802	916-983-9082	
IPC (USA) Inc.	Jeff	Nahass	400 Plaza Dr. Ste 102	Folsom	CA	95630	650-826-4105	916-404-5047	Jeff.nahass@usipc.com
Irvin Inspire	Ken	Bishop	7621 Park Forest Dr	Huntington Beach	CA	92648	714-642-5784	714-847-8302	
J N Abbott Dist Co	Dennis	Abbott	6001 Rossi Lane	Gilroy	CA	95020	408-848-1415	408-848-1687	sales@jnabbottdist.com
JH Petroleum	John	Hunt	5750 S Watt Ave	Sacramento	CA	95829	916-383-4888	916-383-1005	jhunt@huntinsons.com
Jim Jonas Inc.			P O Box 277	Lower Lake	CA	95457			
M G Refining			4925 St Thomas Dr	Fair Oaks	CA	95628			
Malaco International	Peter	Llama	1990 N California Blvd, #608	Walnut Creek	CA	94596	925-280-8710	925-280-4580	mjlpl@aol.com
Mansfield Oil Co.	Libby	Norris	1025 Airport Parkway SW	Gainesville	GA	93505	678-450-2081	678-450-2281	Inorris@mansfieldoil.com
Marin Biotuels/Marin Biodiesel	Jason	Pavao	294 N San Pedro Rd	San Rafael	CA	94903	415-479-7639		
McCormix Corporation	Ken	Olsen	22 N. Calle Cesar Chavez	Santa Barbara	CA	93117	805-963-9366		
Moreno Petroleum Co	Contact	Needed	33 Associated Lane	Watsonville	CA	95076	831-724-4183		
Napa Valley Petroleum Inc	Dave	Massev	257 South Kelly Rd	American Canyon	CA	94503	707-252-6888		
National Spencer Co			28971 Hopkins St	Hayward	CA	94545			

2007-MA-01RTCC Vendor List

Company	First Name	Last Name	Address1	City	State	Postal Code	Work Phone	FAX Phone	E-Mail
Olympian Oil Co.	Tom	Burke	999 Bayhill Drive #135	San Bruno	CA	94066	510-385-8656		tom@olv.com
Patten Energy	Kyle	Patten	8939 Sepulveda Blvd #514	Los Angeles	CA	90045	310-665-9100		
Petro Diamond Inc	Chelsea	Pascu	P O Box 19617	Irvine	CA	92623	949-553-0112	949-553-8295	rack@mail.petrodiamond.com
Petroleum Delivery			945 F St	West Sacramento	CA	94063			
Phoenix Petroleum Co	P W	Chin	20052 Seagull Way	Saratoga	CA	95070			
Pinnacle Petroleum	Janice	Kaufman	25 Minnesota	Irvine	CA	92606	949-551-3835	949-551-1031	
Pinnacle Petroleum	Liz	McKinley	1500 E. Pacific Coast Highway	Seal Beach	CA	90740	562-795-5622	562-795-5272	
R E Goodspeed & Sons Dist	Tom	Goodspeed	11211 G Ave	Hesperia	CA	92345	760-949-3356		
Ramos Oil Co, Inc.	Dave	Rose	1515 South River Road	West Sacramento	CA	95691	916-371-2570	916-371-0635	
Redwood Coast Petroleum	Kristine	Freitag	P O Box 428	Santa Rosa	CA	95402	707-546-0766	707-526-4954	kfreitag@rpetrol.com
River City Petroleum	Brian	Rosser	840 Delta Lane	West Sacramento	CA	95691	800-441-2108	916-371-7983	
Sam's Petroleum	Sam	Sprowis	1325 Van Buren Place	Woodland	CA	95776	530-666-0060	530-666-0880	samsprowis@netscape.net
San Francisco Petroleum	Doug	Seames	2121 Third St	San Francisco	CA	94107	415-621-9226	415-552-3836	
SC Fuels	Cassandra	Mancilla	9343 Tech Center Dr #195	Sacramento	CA	95827	800-677-4834	916-364-1860	cmancilla@scfuels.com
Selby Petroleum Inc			220 Commission St	Salinas	CA	93901	831-375-5109		
Self Serve Petroleum Inc.	Steve	Sabahi	1045 Airport Blvd	So San Francisco	CA	94080	800-499-5999	650-873-7144	s.sabahi@worldnet.att.net
Shell Oil Products US	Richard	Lingenteider	1509 South River Rd	West Sacramento	CA	95691			
Southern Counties Oil	Karen	Koep	P O Box 4159	Orange	CA	92863			
Spartan Tank Lines	Bob	Brown	P O Box 1307	San Jose	CA	94109	408-351-2328	408-293-2093	
Supreme Oil Co.	Kym	Cliff	7525 Metropolitan Dr #304	San Diego	CA	92108	619-542-5020		
Time Oil Co			488 Wright Ave	Richmond	CA	94804			
Toro Petroleum Corp	Brian	Hill	308 W Market St	Salinas	CA	93901	831-424-1691	831-424-0176	bhill@toropetroleum.com
TR Lytle & Associates	J C	Sutton	5020 Campus Drive	Newport Beach	CA	92660			
Trafigura AG			200 Oceangate #1580	Long Beach	CA	90802	562-951-9797	562-951-9667	Justin.Sutton@trafigura.com
Valero marketing and Supply	Cindy	Murman	P O Box 12194	Costa Mesa	CA	92627	949-722-8760	949-722-8760	
Valley Oil Co	Michael	Taft	P O Box 1655	Mountain View	CA	94042	650-967-2253	650-967-2388	Mike.taft@valleyoil.com
Western States Oil Co	Lee	Curry	1790 S Tenth St	San Jose	CA	95109	408-292-1041	408-298-6784	www.lubeoil.com

# Furnish and Delivery of Diesel Fuel, Biodiesel and Gasolines

## EXHIBIT - B

2007-MA-01RTCC

### Required Forms Checklist

#### SC FUELS

- |    |  |           |
|----|--|-----------|
| 1. | List of References   | ✓         |
| 2. | Bid Forms  |           |
| a. | Peninsula Corridor Joint Powers Board (CalTrain)                       | ✓ NB      |
| b. | Central Contra Costa Transit Authority                                 | ✓         |
| c. | City of Elk Grove  | ✓         |
| d. | Fairfield/Suisun Transit District                                      | ✓         |
| e. | Golden Gate Bridge, Highway & Transportation District- Bridge Div.     | ✓         |
| f. | Golden Gate Bridge, Highway & Transportation District- Ferry Div.      | ✓ NB      |
| g. | Golden Gate Bridge, Highway & Transportation District- Bus Div.        | ✓         |
| h. | Monterey-Salinas Transit   | ✓ (1)     |
| i. | San Mateo County Transit District                                      | ✓ Qual    |
| j. | San Joaquin Regional Transit District                                  | ✓         |
| k. | Santa Clara Valley Transportation Authority                            | ✓         |
| l. | Santa Cruz Metropolitan Transit District                               | ✓         |
| m. | Sonoma County Transit  | ✓         |
| n. | Vallejo Baylink Ferry  | ✓ NB      |
| o. | Vallejo Transit  | ✓ (2) (1) |
| 3. | Debarment Certification  | ✓         |
| 4. | Certification Regarding Lobbying and Disclosure of Lobbying Activities | ✓         |
| 5. | List of Prime Contractors and Subcontractors/Suppliers                 | ✓         |
| 6. | Acknowledgement of Addenda   | ✓         |
| 7. | Fair Employment Practices Certificate                                  | ✓         |
| 8. | OSHA Material Safety Data Sheets                                       | ✓         |
| 9. | Copies of each OPIS Fax-A-Rack used to determine bid responses         | ✓         |

(1) Add-on cost confirmed and corrected

(2) Incorrect OPIS RACK AVG. verified and corrected



ORIGINAL

1800 W. Katella Ave., Suite 400  
P.O. Box 4159  
Orange, CA 92863-4159  
(714) 744-7140  
www.scfuels.com

October 12, 2006

Central Contra Costa Transit Authority  
Maintenance Department  
2477 Arnold Industrial Way  
Concord, CA 94520

Re: 2007-MA-01RTCC

Southern Counties Oil Co. dba SC Fuels is pleased to submit the enclosed proposal for the CCCTA / RTCC requirements of Petroleum Products. Please note the following with regards to our proposal:

1. All taxes and fees are excluded from the prices and differentials listed.
2. There is no CARB Certification for Biodiesel at this time.
2. Any resulting contract shall be subject to credit approval by SCOC credit department.

If you have any questions regarding our proposal, please contact Karen Koep at (805)389-3550.

Regards,

A handwritten signature in black ink that reads 'Patrick W. Barnecut'.

Patrick W. Barnecut  
Vice President  
Supply & Marketing





1800 W Katella Ave , Suite 400  
P.O Box 4159  
Orange, CA 92863-4159  
(714) 744-7140  
www.scfuels.com

## List of References

### CITY OF FRESNO

2101 G. ST  
FRESNO, CA 93706  
Jean Runnels  
(559) 621-1163  
Contract refers to bid file no. 8650  
11/23/04 – 11/23/06  
\$800,000.00

### CITY OF VISALIA

707 W. ACEQUIA AVE.  
VISALIA, CA 93291  
TAMMY NELSON  
(559)713-4334  
PO # 000435  
9/16/02-Current  
Approx. \$250,000

### COUNTY OF ALAMEDA

1401 LAKESIDE DR.  
OAKLAND, CA 94612  
Art Nero  
(510)208-9613  
CONTRACT # 006-1-0678  
5/15/02 – 5/14/06  
Approx. \$1,500,000

**BID FORM** (as revised by addendum No. 1)  
 Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel  
 2007-MA-01RTCC

**Peninsula Corridor Joint Powers Board (Caltrain)**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check if YES)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Price for a two year period for Fuel only	
<b>Item A</b> <b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>8,000,000</b>	\$ _____	
<b>Item B</b> Fuel Additive Nalco 2210 (or approved equal) Fuel Additive	Unit Bid Price for Additive \$ _____ per gallon					Estimated Gallons for a 2- Year Period <b>700</b>	Estimated Price for a 2- year period for Fuel Additive Only \$ _____	
<b>Item C</b> Standby Time Fuel Truck Idle Standby Time (awaiting Locomotive Availability)	Price for Standby Service \$ _____ per hour					Estimated Hours for a 2-year Period <b>500</b>	Estimated Price for a 2- year period for Standby Only \$ _____	
<b>Estimated Grand Total Bid Price for a 2-year term</b> (Add Items A, B, And C)							<b>\$ No Bid .</b>	

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

JPB will consider cash discounts if payment terms allow a minimum of ten calendar days for payment.  
 Cash discounts will not be considered in determining the lowest responsible, responsive bidder.

Cash Discount \_\_\_\_\_ % Net \_\_\_\_\_ days

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Central Contra Costa Transit Authority**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.0037</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3304</u> per gallon	<b>1,750,000</b>	\$ <u>4,078,217.50</u>

OPIS Rack quoted:  San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Central Contra Costa Transit Authority**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.0037</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3304</u> per gallon	<b>1,750,000</b>	\$ <b>4,078,217.50</b>

OPIS Rack quoted:

- San Francisco, CA
- San Jose, CA
- Stockton, CA
- Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

**Fairfield/Suisun Transit District**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>Item A</b> <b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3042</u> per gallon	\$ <u>0.0153</u> per gallon	\$ < <u>          </u> > per gallon	<input type="checkbox"/>	\$ <u>2.3195</u> per gallon	<b>1,100,000</b>	\$ <u>2,551,411.50</u>
<b>Item B</b> <b>87</b> Octane Gasoline	\$ <u>2.1172</u> per gallon	\$ <u>0.</u> per gallon	\$ < <u>0.0068</u> > per gallon	<input type="checkbox"/>	\$ <u>2.1104</u> per gallon	<b>200,000</b>	\$ <u>422,086.00</u>
<b>Estimated Grand Total Bid Price for a 2-year term</b> (Add Items A and B)							\$ <u>2,973,497.50</u>

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

- OPIS Rack quoted:
- (  ) San Francisco, CA
  - (  ) San Jose, CA
  - (  ) Stockton, CA
  - (  ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM (as revised by addendum No. 1)

Furnishing and Delivering Clear and Red-Dyed Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

## Golden Gate Bridge, Highway and Transportation District - Bridge Division

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Price for a Two year period
<b>Item A</b> <b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.0285</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3552</u> per gallon	12,000	\$ <u>28,261.92</u>
<b>Item B</b> <b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3042</u> per gallon	\$ <u>0.0335</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3377</u> per gallon	100,000	\$ <u>233,766.00</u>
<b>Item C</b> <b>89</b> Octane Gasoline	\$ <u>2.1172</u> per gallon	\$ <u>0.0247</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.1419</u> per gallon	130,000	\$ <u>278,440.50</u>
<b>Estimated Grand Total Bid Price for a 2-year period</b> <b>(Add Items A, B, and C)</b>							\$ <u>540,468.42</u>

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

OPIS Rack quoted:  San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

# BID FORM (as revised by addendum No. 1)

Furnishing and Delivering Red-Dyed Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

## Golden Gate Bridge, Highway and Transportation District - Ferry Division

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,160,000</b>	\$ <u>No Bid</u>
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel with 5% Bio- Diesel Blend	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	<b>3,160,000</b>	\$ <u>No Bid</u>

**Note: Only one type of fuel will be required. The District will determine the appropriate type of fuel for its needs prior to contract award.**

ULSDF and Gasoline  
 San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Bio-Diesel  
 San Francisco, CA  
 Oakland, CA

OPIS Rack quoted:

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

**Golden Gate Bridge, Highway and Transportation District - Bus Transit Division**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.0191</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3458</u> per gallon	<b>3,159,652</b>	\$ <u>7,411,974.85</u>
<b>87</b> Octane Gasoline	\$ <u>2.1172</u> per gallon	\$ <u>0.0205</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.1377</u> per gallon	<b>40,000</b>	\$ <u>85,507.00</u>

The Bus Transit Division shall compare and evaluate the submitted bids on the basis of the Estimated Grand total Bid Price for a two-year period for each fuel type.

The evaluation may result in multiple contracts.

OPIS Rack quoted:

- San Francisco, CA
- San Jose, CA
- Stockton, CA
- Other [specify] \_\_\_\_\_

Total **7,497,481.85**

Note: Bidder must attach documentation of CARB Certification for the ULSDF



**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

**Monterey-Salinas Transit**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>Item A</b> <b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3285</u> per gallon	\$ <u>0.0346</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3631</u> per gallon	<b>1,180,000</b>	\$ <u>2,788,511.10</u>
<b>Item B</b> <i>Car motor</i> <b>87</b> <i>by phone</i> <i>3/20 10/17</i> Octane Gasoline	\$ <u>2.1266</u> per gallon	<i>0.5375</i> \$ <u>0.05375</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.6641</u> per gallon	<b>20,000</b>	\$ <u>532,822.00</u>
<b>Estimated Grand Total Bid Price for a 2-year term</b> (Add Items A and B)							\$ <u>2,811,793.10</u>

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

OPIS Rack quoted: ( ) San Francisco, CA  
 (  ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Clear Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**San Mateo County Transit District**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.034</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3607</u> per gallon	<b>4,341,800</b>	\$ <u>10,249,730.68</u>

OPIS Rack quoted:  San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Plus \$100 fee for each delivery to 900 gallon tank if Bobtail required.

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel and Gasoline

2007-MA-01RTCC

**San Joaquin Regional Transit**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3417</u> per gallon	\$ <u>0.0013</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.343</u> per gallon	1,200,000	\$ <u>2,811,552.00</u>
<b>87</b> Octane Gasoline	\$ <u>2.1296</u> per gallon	\$ <u>0.226</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3556</u> per gallon	14,000	\$ <u>32,978.40</u>
<b>Estimated Grand Total Bid Price for a 2-year term</b> (Add Items A and B)							\$ <u>2,844,530.40</u>

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

OPIS Rack quoted: ( ) San Francisco, CA  
 ( ) San Jose, CA  
 (  ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSD/F  
 2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Santa Clara Valley Transportation Authority**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3285</u> per gallon	\$ <u>0.0053</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3338</u> per gallon	<b>11,584,000</b>	\$ <u>27,034,970.88</u>

OPIS Rack quoted: ( ) San Francisco, CA  
 (  ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF  
 2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Santa Cruz Metropolitan Transit District**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3285</u> per gallon	\$ <u>0.0209</u> per gallon	\$- <u>          </u> per gallon	<input type="checkbox"/>	\$ <u>2.3494</u> per gallon	<b>1,316,000</b>	\$ <u>3,091,810.40</u>

OPIS Rack quoted: ( ) San Francisco, CA  
 (  ) San Jose, CA  
 ( ) Stockton, CA  
 ( ) Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Sonoma County Transit**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>CLEAR</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <u>2.3267</u> per gallon	\$ <u>0.0327</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.3594</u> per gallon	<b>60,000</b>	\$ <u>141,563.40</u>
<b>89</b> Octane Gasoline	\$ <u>2.186</u> per gallon	\$ <u>0.0472</u> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <u>2.2332</u> per gallon	<b>140,000</b>	\$ <u>312,648.70</u>
<b>Estimated Grand Total Bid Price for a 2-year term</b> (Add Items A and B)							\$ <u>454,212.10</u>

Note: Agency will award a single contract based on the Estimated Grand Total Bid Price

OPIS Rack quoted:  San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Vallejo Baylink Ferry**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Grand Total Bid Price for a Two year period
<b>RED_DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	\$ <del>2.2767</del> per gallon	\$ <del>0.0085</del> per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ <del>2.33</del> per gallon	<b>3,600,000</b>	\$ <b>No Bid</b>

OPIS Rack quoted:

- San Francisco, CA
- San Jose, CA
- Stockton, CA
- Other [specify] \_\_\_\_\_

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006

**BID FORM** (as revised by addendum No. 1)

Furnishing and Delivering Ultra-Low Sulfur Diesel Fuel

2007-MA-01RTCC

**Vallejo Transit**

Description	OPIS RACK AVG. per Gallon	Add On per Gallon	Deduct per Gallon	Bidding Net Average (Check Here)	Unit Bid Price per Gallon	Estimated Requirement for a two-year period	Estimated Total Bid Price for a Two year period
<i>corrected by P 3:25p 10/17</i> <b>RED-DYED</b> CARB Ultra-Low Sulfur Diesel Fuel	2.3042 \$ <del>2.3267</del> per gallon	.0135 \$ <del>0.0085</del> per gallon	\$< _____> per gallon	<input type="checkbox"/>	2.3177 \$ <del>2.3352</del> per gallon	1,400,000	3,245,340.00 \$ <del>3,769,336.00</del>
<b>87</b> Octane Gasoline	2.1172 per gallon	\$0.0364 per gallon	\$< _____> per gallon	<input type="checkbox"/>	\$2.1536 per gallon	90,000	\$ 193,823.10

The Agency shall compare and evaluate the submitted bids on the basis of the Estimated Total Bid Price for a two-year period for each fuel type.

The evaluation may result in multiple contracts

- OPIS Rack quoted:  San Francisco, CA  
 San Jose, CA  
 Stockton, CA  
 Other [specify] \_\_\_\_\_

Total \$ ~~3,463,159.10~~

Note: Bidder must attach documentation of CARB Certification for the ULSDF

2006



CERTIFICATION OF PRIMARY CONTRACTOR IN REGARDS TO DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Southern Counties Oil Co. LP certifies to the best of its  
(name of bidder) d.b.a. SC Fuels  
knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. 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,
4. Have not within a three (3) year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the above named primary contractor is unable to certify to any of the statements in this certification, the primary contractor shall attach an explanation to this certification.

The primary contractor, Southern Counties Oil Co. LP, a California limited partnership, d.b.a. SC Fuels  
(name of bidder) certifies or affirms

the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 USC Section 3801 et. seq. are applicable hereto.

[Signature]  
Signature and Title of Authorized Official  
CFD of GP. ODP sec. DF 6P

The undersigned chief legal counsel for Southern Counties Oil Co. LP, d.b.a. SC Fuels  
(name of bidder) hereby certifies that the Southern Counties Oil Co. LP, d.b.a. SC Fuels  
(name of bidder) has authority under State and

local law to comply with the subject assurances and that the certification above has been legally made.

[Signature]  
Signature and Title of Legal Counsel

10/11/06  
Date

**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Bidder, Southern Counties Oil Co., L.P. d.b.a. SC Fuels, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

[Signature] / Robert Ad \_\_\_\_\_ Signature of Authorized Official

MIMI S TAYLOR, CFO of GP. / ROBERT W. BOLLAR Name and Title of Authorized  
Official corp. sec of GP

10/11/06 \_\_\_\_\_ Date

**CCCTA Bidders Form**

Project Title: Bid Advertising Services

Proposer's Name: Southern Counties Oil Co. dba SC Fuels  
 Address: 1800 W. Katella Ave, Suite 400, Orange CA 92667  
 Contact Person and Title: Karen Koop, Manager, Bid & Contract Sales

List the following information about the Proposer and all subcontractors/suppliers that provided a bid, proposal or quote to the Proposer.

Company Name	Company Address	Phone/FAX Number	Owner's Name	Owner's Gender/Race/Ethnicity	DBE/NonDBE	Type of Firm**	Annual Gross Receipts	No. Years in Business
1 <u>Southern Counties Oil Co. dba SC Fuels</u>	<u>1800 W. Katella Ave, Suite 400, Orange, CA 92667</u>	<u>714-714-7140 / 714-912-7273</u>	<u>Frank P. Scudlark (C)</u>		<u>NonDBE</u>	<u>LLP</u>	<u>2,500,000.00</u>	<u>75</u>
2								
3 <u>No Subcontractors</u>								
4								
5								

\*Indicate if the owner is Female (F) or Male (M) and Asian Pacific (AP), Black (B), Caucasian (C), Hispanic (H), Native American (NA), Other (O), or Subcontinent Asian (SA)  
 \*\*Indicate if the firm is a Corporation (C), Joint Venture (JV), Limited Liability (LL), Other (O), Partnership (P) or Sole Proprietorship (SP)

Scope of Work for Each Firm Named Above	SIC or NAIC Code	Dollar Amount of Work	Quotes/Bids Accepted (Y/N)
1 <u>Southern Counties Oil Co. dba SC Fuels</u>	<u>751310</u>	<u>100%</u>	<u>N/A</u>
2			
3			
4			
5			

The undersigned will enter into a formal agreement with the DBE subcontractor(s) and/or supplier(s) for work listed on this form conditioned upon execution of a contract with CCCTA.

I declare, under penalty of perjury, that the above information is true and correct and this declaration is executed on (date) 10/11/06

at Orange

[Signature]  
 (Signature of Owner or Authorized Representative)

California

MIMI S. TAYLOR CEO of SC Fuels Corp. Sec. of SC Fuels  
 (Title)

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned hereby acknowledges receipt of the following noted addenda from the Central Contra Costa Transit Authority for Proposal 2007-MA-01RTCC.

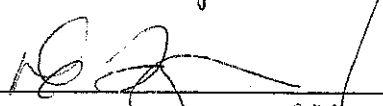
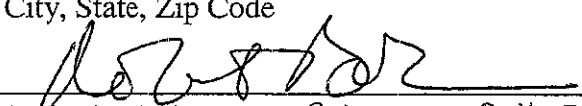
Addendum #	Dated	Received by	
<u>1</u>	<u>9/27/06</u>	<u>Karen Koep</u>	<u>905-389-3550</u>
<u>2</u>	<u>10/13/06</u>	<u>Karen Koep</u>	

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledgement of receipt of each addendum must be clearly established and included with the bid.

Southern Counties Oil Co., d.b.a. SC Fuels  
Name of Bidder

1800 W. Katella Avenue, #400  
Address

Orange, CA 92867  
City, State, Zip Code

 /   
Authorized Signature Robert W. Bollar, corp sec of GP

10/11/06  
Date

**FAIR EMPLOYMENT PRACTICES CERTIFICATE**

The undersigned, in submitting a bid for performing the following work by contract, hereby certifies that the bidder will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

Supply & Delivery of Gasoline, Diesel Fuel, and Biodiesel  
(Type) PRODUCT AND SERVICES

Southern Counties Oil Co., a California limited partnership d.b.a. SC Fuel  
(Type) BIDDING COMPANY

By [Signature]  
SIGNATURE

MIMI S. TAYLOR / Robert W. Bollar  
(Type) NAME OF SIGNER

CEO of GP. / Corp. Sec. of GP  
(Type) TITLE

Address 1800 W. Katella Avenue #400  
NUMBER AND STREET

Orange, CA 92867  
CITY STATE ZIP CODE

(714) 744-7140  
TELEPHONE

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2006-08-31 17:32:13 EDT

\*\*OPIS GROSS CARFG ETHANOL (5.7%) PRICES\*\*

	Terms	Unl	Move	Mid	Move	Pre	Move	Date
Tesoro	u N-10	201.00	- 9.00	211.00	- 9.00	221.00	- 9.00	08/29
Valero	u N-12	202.50	+ 1.75	211.50	+ 1.75	220.50	+ 1.75	08/31
COP	u N-10	203.25	+ 1.50	212.25	+ 1.50	221.25	+ 1.50	08/31
Beacon	b N-10	216.75d	- 1.00	222.75d	- 1.00	228.75d	- 1.00	08/31
Valero	b N-10	216.75	- 1.00	222.75	- 1.00	228.75	- 1.00	08/31
Chevron	b N-10	216.76	- 5.00	221.76	- 5.00	229.76	- 5.00	08/30
Texaco	b N-10	216.76	- 5.00	221.76	- 5.00	229.76	- 5.00	08/30
Valero-Ex	b N-12	217.75	- 1.00	223.75	- 1.00	229.75	- 1.00	08/31
COP	b 1-10	219.00	- 1.00	224.00	- 1.00	232.00	- 1.00	08/31
LOW RACK		201.00		211.00		220.50		
HIGH RACK		219.00		224.00		232.00		
RACK AVG		<u>211.72</u>		<u>218.60</u>		226.60		
SPOT REPLACEMENT INDEX (SRI)								
SF ORIGIN		201.30		206.01		213.09		
LOW RACK VS. SRI		- .30		+ 4.99		+ 7.41		
RACK AVG VS. SRI		+10.42		+12.59		+13.51		
BRD RACK AVG		217.40		222.80		230.00		
UBD RACK AVG		202.25		211.58		220.92		

d=not in average

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2006-08-31 17:32:13 EDT

\*\*OPIS GROSS NO.2 W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB No.2	Move	CARB ULS	Move	No.2 ULS	Move	Date
Beacon	b N-10	---	---	233.75	+ .75	---	---	08/31
BP	u N-10	---	---	228.90	- 1.00	---	---	08/31
Chevron	b N-10	---	---	229.20	- .50	---	---	08/31
COP	b N-10	---	---	229.75	- 2.00	---	---	08/31
COP	u N-10	---	---	250.50	- 2.00	---	---	08/29
Shell	b N-10	---	---	231.34	+ 4.05	---	---	08/31
Shell	u N-10	---	---	229.12	+ 4.01	---	---	08/31
Tesoro	u N-10	---	---	230.00	- 4.00	---	---	08/31
Texaco	b N-10	---	---	229.20	- .50	---	---	08/31
Valero	b N-10	---	---	233.75	+ .75	---	---	08/31
Valero	u N-12	---	---	231.25	- 1.25	---	---	08/31
Valero-Ex	b N-12	---	---	235.25	+ .75	---	---	08/31
LOW RACK		---		228.90		---		
HIGH RACK		---		250.50		---		
RACK AVG		---		<u>232.67</u>		---		
BRD RACK AVG		---		231.75		---		
UBD RACK AVG		---		233.95		---		

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2006-08-31 17:32:13 EDT

\*\*OPIS' GROSS NO.2 RED-DYED W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB LS RD	Move	CARB ULS RD	Move	No.2 LS RD	Move	Date
BP	u N-10	---	---	229.40	- 1.00	---	---	08/31
Chevron	b N-10	---	---	229.80	- .50	---	---	08/31
COP	b N-10	---	---	230.25	- 2.00	---	---	08/31
COP	u N-10	---	---	230.50	- 1.00	---	---	08/31
Shell	u N-10	---	---	229.35	+ 4.01	---	---	08/31
Tesoro	u N-10	---	---	230.50	- 4.00	---	---	08/31
Texaco	b N-10	---	---	229.80	- .50	---	---	08/31
Valero	u N-12	---	---	233.75	- 1.25	---	---	08/31
LOW RACK		---		229.35		---		
HIGH RACK		---		233.75		---		
RACK AVG		---		<u>230.42</u>		---		
BRD RACK AVG		---		229.95		---		
UBD RACK AVG		---		230.70		---		

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\*\*OPIS GROSS CARFG ETHANOL (5.7%) PRICES\*\*

	Terms	Unl	Move	Mid	Move	Pre	Move	Date
Valero	u N-12	207.25	+ 1.75	216.25	+ 1.75	225.25	+ 1.75	08/31
Tesoro	u N-10	208.00	+ 2.00	218.00	+ 2.00	228.00	+ 2.00	08/31
COP	u N-10	208.50	+ 3.50	217.50	+ 3.50	226.50	+ 3.50	08/31
TRAMMO	u N-10	208.50	+ 3.00	218.50	+ 3.00	228.50	+ 3.00	08/31
New West	u N-10	211.00	+ 1.00	221.00	+ 1.00	231.00	+ 1.00	08/31
Chevron	b N-10	215.12	- 5.00	220.12	- 5.00	228.12	- 5.00	08/30
Texaco	b N-10	215.12	- 5.00	220.12	- 5.00	228.12	- 5.00	08/30
Beacon	b N-10	215.15d	- 1.00	221.15d	- 1.00	227.15d	- 1.00	08/31
Valero	b N-10	215.15	- 1.00	221.15	- 1.00	227.15	- 1.00	08/31
Valero-Ex	b N-12	216.15	- 1.00	222.15	- 1.00	228.15	- 1.00	08/31
COP	b 1-10	217.50	- 1.00	222.50	- 1.00	230.50	- 1.00	08/31
Shell	b N-10	218.00	- 4.00	225.00	- 4.00	232.00	- 4.00	08/31
LOW RACK		207.25		216.25		225.25		
HIGH RACK		218.00		225.00		232.00		
RACK AVG		212.75		220.21		228.48		

SPOT REPLACEMENT INDEX (SRI)

SF ORIGIN		201.58		206.30		213.37		
LOW RACK VS. SRI		+ 5.67		+ 9.95		+11.88		
RACK AVG VS. SRI		+11.17		+13.91		+15.11		
BRD RACK AVG		216.17		221.84		229.01		
UBD RACK AVG		208.65		218.25		227.85		

d=not in average

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2006-08-31 17:32:13 EDT

\*\*OPIS GROSS NO.2 W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB No.2	Move	CARB ULS	Move	No.2 ULS	Move	Date
Beacon	b N-10	---	---	235.75d	- .25	---	---	08/31
BP	u N-10	---	---	229.90	- 3.00	---	---	08/31
Chevron	b N-10	---	---	230.50	- 1.00	---	---	08/31
COP	b N-10	---	---	234.50	- 2.00	---	---	08/31
COP	u N-10	---	---	245.50	- 5.00	---	---	08/31
New West	u N-10	---	---	234.50o	- 4.00	---	---	08/31
Shell	b N-10	---	---	238.83	+ 4.90	---	---	08/31
Shell	u N-10	---	---	237.00	+ 5.35	---	---	08/31
Tesoro	u N-10	---	---	233.00	- 6.00	---	---	08/31
Texaco	b N-10	---	---	230.50	- 1.00	---	---	08/31
TRAMMO	u N-10	---	---	235.00	- 6.00	---	---	08/31
Valero	b N-10	---	---	235.75	- .25	---	---	08/31
Valero	u N-12	---	---	232.25	- 1.25	---	---	08/31
Valero-Ex	b N-12	---	---	237.25	- .25	---	---	08/31
LOW RACK		---		229.90		---		
HIGH RACK		---		245.50		---		
RACK AVG		---		235.00		---		
BRD RACK AVG		---		234.56		---		
UBD RACK AVG		---		235.44		---		

d=not in average, o=out of product

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2006-08-31 17:32:13 EDT

\*\*OPIS GROSS NO.2 RED-DYED W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB LS RD	Move	CARB ULS RD	Move	No.2 LS RD	Move	Date
BP	u N-10	---	---	244.40	- 6.50	---	---	08/25
Chevron	b N-10	---	---	231.00	- 1.00	---	---	08/31
COP	b N-10	---	---	235.00	- 2.00	---	---	08/31
COP	u N-10	---	---	246.00	- 5.00	---	---	08/31
New West	u N-10	---	---	235.00o	- 4.00	---	---	08/31
Shell	u N-10	---	---	236.50	+ 4.35	---	---	08/31
Tesoro	u N-10	---	---	233.50	- 6.00	---	---	08/31
Texaco	b N-10	---	---	231.00	- 1.00	---	---	08/31
TRAMMO	u N-10	---	---	235.50	- 6.00	---	---	08/31

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2006-08-31 17:32:13 EDT

## \*\*OPIS GROSS CARFG ETHANOL (5.7%) PRICES\*\*

	Terms	Unl	Move	Mid	Move	Pre	Move	Date
Tesoro	u N-10	203.00	+ 2.00	213.00	+ 2.00	223.00	+ 2.00	08/31
Valero	u N-12	203.00	+ 1.25	212.00	+ 1.25	221.00	+ 1.25	08/31
COP	u N-10	203.50	+ 1.25	212.50	+ 1.25	221.50	+ 1.25	08/31
TRAMMO	u N-10	204.00o	+ 2.00	214.00	+ 2.00	224.00	+ 2.00	08/31
New West	u N-10	211.00	+ 5.00	221.00	+ 5.00	231.00	+ 5.00	08/31
Beacon	b N-10	217.55d	- 1.00	223.55d	- 1.00	229.55d	- 1.00	08/31
Valero	b N-10	217.55	- 1.00	223.55	- 1.00	229.55	- 1.00	08/31
Chevron	b N-10	217.56	- 5.00	222.56	- 5.00	230.56	- 5.00	08/30
Valero-Ex	b N-12	218.55	- 1.00	224.55	- 1.00	230.55	- 1.00	08/31
COP	b 1-10	219.75	- 1.00	224.75	- 1.00	232.75	- 1.00	08/31
Shell	b N-10	220.00	- 4.00	227.00	- 4.00	234.00	- 4.00	08/31
LOW RACK		203.00		212.00		221.00		
HIGH RACK		220.00		227.00		234.00		
RACK AVG		212.66		219.49		227.79		
SPOT REPLACEMENT INDEX (SRI)								
SF ORIGIN		201.33		206.04		213.11		
LOW RACK VS. SRI		+ 1.67		+ 5.96		+ 7.89		
RACK AVG VS. SRI		+11.33		+13.45		+14.68		
BRD RACK AVG		218.68		224.48		231.48		
UBD RACK AVG		205.13		214.50		224.10		

d=not in average, o=out of product

SAN JOSE, CA

2006-08-31 17:32:13 EDT

## \*\*OPIS GROSS NO.2 W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB No.2	Move	CARB ULS	Move	No.2 ULS	Move	Date
Beacon	b N-10	---	---	232.75d	- .25	---	---	08/31
BP	u N-10	---	---	228.90	- 2.00	---	---	08/31
Chevron	b N-10	---	---	229.50	- 1.00	---	---	08/31
COP	b N-10	---	---	234.75	- 6.75	---	---	08/30
New West	u N-10	---	---	242.00	+ 5.00	---	---	08/31
Shell	b N-10	---	---	231.62	- .66	---	---	08/31
Shell	u N-10	---	---	229.35	+ 3.35	---	---	08/31
Tesoro	u N-10	---	---	229.00	- 2.00	---	---	08/31
TRAMMO	u N-10	---	---	238.00	- 2.00	---	---	08/30
Valero	b N-10	---	---	232.75	- .25	---	---	08/31
Valero	u N-12	---	---	231.25	+ .75	---	---	08/31
Valero-Ex	b N-12	---	---	234.25	- .25	---	---	08/31
LOW RACK		---		228.90		---		
HIGH RACK		---		242.00		---		
RACK AVG		---		232.85		---		
BRD RACK AVG		---		232.57		---		
UBD RACK AVG		---		233.08		---		

d=not in average

SAN JOSE, CA

2006-08-31 17:32:13 EDT

## \*\*OPIS GROSS NO.2 RED-DYED W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB LS RD	Move	CARB ULS RD	Move	No.2 LS RD	Move	Date
BP	u N-10	---	---	229.40	- 2.00	---	---	08/31
Chevron	b N-10	---	---	230.60	- 1.00	---	---	08/31
New West	u N-10	---	---	242.50	+ 5.00	---	---	08/31
Shell	u N-10	---	---	229.85	+ 3.35	---	---	08/31
Tesoro	u N-10	---	---	229.50	- 2.00	---	---	08/31
TRAMMO	u N-10	---	---	238.50	- 2.00	---	---	08/30
Valero	u N-12	---	---	231.75	+ .75	---	---	08/31
LOW RACK		---		229.40		---		
HIGH RACK		---		242.50		---		
RACK AVG		---		233.16		---		
BRD RACK AVG		---		230.60		---		
UBD RACK AVG		---		233.58		---		



STOCKTON, CA

2006-08-31 17:32:13 EDT

\*\*OPIS GROSS CAREG ETHANOL (5.7%) PRICES\*\*

	Terms	Unl	Move	Mid	Move	Pre	Move	Date
COP	u N-10	204.75	+ 1.75	213.75	+ 1.75	222.75	+ 1.75	08/31
Valero	u N-12	204.75	+ 1.75	213.75	+ 1.75	222.75	+ 1.75	08/31
Tesoro	u N-10	207.00	+ 3.00	217.00	+ 3.00	227.00	+ 3.00	08/31
TRAMMO	u N-10	208.00	+ 3.00	218.00	+ 3.00	228.00	+ 3.00	08/31
New West	u N-10	211.00	+ 3.00	221.00	+ 3.00	231.00	+ 3.00	08/31
Beacon	b N-10	216.75d	- 1.00	222.75d	- 1.00	228.75d	- 1.00	08/31
Valero	b N-10	216.75	- 1.00	222.75	- 1.00	228.75	- 1.00	08/31
Chevron	b N-10	216.76	- 5.00	221.76	- 5.00	229.76	- 5.00	08/30
Texaco	b N-10	216.76	- 5.00	221.76	- 5.00	229.76	- 5.00	08/30
Valero-Ex	b N-12	217.75	- 1.00	223.75	- 1.00	229.75	- 1.00	08/31
COP	b 1-10	219.00	- 1.00	224.00	- 1.00	232.00	- 1.00	08/31
Shell	b N-10	220.00	- 4.00	227.00	- 4.00	234.00	- 4.00	08/31
LOW RACK		204.75		213.75		222.75		
HIGH RACK		220.00		227.00		234.00		
RACK AVG		212.96		220.41		228.68		
SPOT REPLACEMENT INDEX (SRI)								
SF ORIGIN		201.50		206.22		213.29		
LOW RACK VS. SRI		+ 3.25		+ 7.53		+ 9.46		
RACK AVG VS. SRI		+11.46		+14.19		+15.39		
BRD RACK AVG		217.84		223.50		230.67		
UBD RACK AVG		207.10		216.70		226.30		

d=not in average

STOCKTON, CA

2006-08-31 17:32:13 EDT

\*\*OPIS GROSS NO.2 W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB No.2	Move	CARB ULS	Move	No.2 ULS	Move	Date
Beacon	b N-10	-- --	-- --	234.25	- 2.75	-- --	-- --	08/31
BP	u N-10	-- --	-- --	230.90	- 2.00	-- --	-- --	08/31
Chevron	b N-10	-- --	-- --	231.50	- 1.00	-- --	-- --	08/31
COP	b N-10	-- --	-- --	236.50	- 2.00	-- --	-- --	08/31
COP	u N-10	-- --	-- --	245.75	- 5.00	-- --	-- --	08/31
New West	u N-10	-- --	-- --	233.50o	- 3.00	-- --	-- --	08/31
Shell	b N-10	-- --	-- --	233.85	+ 3.49	-- --	-- --	08/31
Shell	u N-10	-- --	-- --	231.46	+ 3.46	-- --	-- --	08/31
Tesoro	u N-10	-- --	-- --	232.00	- 3.00	-- --	-- --	08/31
Texaco	b N-10	-- --	-- --	231.50	- 1.00	-- --	-- --	08/31
TRAMMO	u N-10	-- --	-- --	233.00	- 6.00	-- --	-- --	08/30
Valero	b N-10	-- --	-- --	234.25	- 2.75	-- --	-- --	08/31
Valero	u N-12	-- --	-- --	233.50	- .50	-- --	-- --	08/31
Valero-Ex	b N-12	-- --	-- --	235.75	- 2.75	-- --	-- --	08/31
LOW RACK		-- --		230.90		-- --		
HIGH RACK		-- --		245.75		-- --		
RACK AVG		-- --		234.17		-- --		
BRD RACK AVG		-- --		233.94		-- --		
UBD RACK AVG		-- --		234.44		-- --		

o=out of product

STOCKTON, CA

2006-08-31 17:32:13 EDT

\*\*OPIS GROSS NO.2 RED-DYED W/LUBRICITY DISTILLATE PRICES\*\*

	Terms	CARB LS RD	Move	CARB ULS RD	Move	No.2 LS RD	Move	Date
BP	u N-10	-- --	-- --	231.40	- 2.00	-- --	-- --	08/31
Chevron	b N-10	-- --	-- --	232.50	- 1.00	-- --	-- --	08/31
COP	b N-10	-- --	-- --	237.00	- 2.25	-- --	-- --	08/31
COP	u N-10	-- --	-- --	246.25	- 5.00	-- --	-- --	08/31
New West	u N-10	-- --	-- --	233.00o	- 3.00	-- --	-- --	08/31
Shell	u N-10	-- --	-- --	231.96	+ 3.46	-- --	-- --	08/31
Tesoro	u N-10	-- --	-- --	232.50	- 3.00	-- --	-- --	08/31
Texaco	b N-10	-- --	-- --	232.50	- 1.00	-- --	-- --	08/31
TRAMMO	u N-10	-- --	-- --	233.50	- 6.00	-- --	-- --	08/30

The sender of this message has requested a read receipt. [Click here to send a receipt.](#)

## Koep, Karen

**From:** Linda Herbert [lherbert@opisnet.com]

**Sent:** Fri 10/13/2006 1:56 PM

**To:** Peru, Margie; Koep, Karen

**Cc:** Deanna Halton

**Subject:** San Francisco Bio Diesel from the 9/4 Newsletter - prices from Thursday, 8/31/2006

### Attachments:

San Francisco, CA 08/31/2006

	**OPIS SME Biodiesel Net Price Market Index**					
Blendstock	B100	B20	B15	B11	B10	B5
Carb ULS w/Lub	<u>305.00</u>	247.68	244.10	241.23	240.51	236.93
Carb ULS Dye w/Lub	<u>305.00</u>	245.92	242.22	239.27	238.53	234.84

Blendstock	B2
Carb ULS w/Lub	234.78
Carb ULS Dye w/Lub	232.62

San Francisco, CA 08/31/2006

	**OPIS YGME Biodiesel Net Price Market Index**					
Blendstock	B100	B20	B15	B11	B10	B5
Carb ULS w/Lub	337.00	254.08	248.90	244.75	243.71	238.53
Carb ULS Dye w/Lub	337.00	252.32	247.02	242.79	241.73	236.44

Blendstock	B2
Carb ULS w/Lub	235.42
Carb ULS Dye w/Lub	233.26

Linda Herbert  
 Director of Operations  
 Oil Price Information Service  
 11300 Rockville Pike, Suite 1100  
 Rockville, MD 20852  
 (p) 301-287-2362 or 888-301-2645 ext 2362  
 (f) 301-287-2912  
 (e) [lherbert@opisnet.com](mailto:lherbert@opisnet.com)  
 yahoo id: opis\_linda

**MATERIAL SAFETY DATA SHEET**



**ECD-1**

MSDS No.  
APPC174 Ver. 1  
Rev. Date  
03/02/2000

**IMPORTANT: Read this MSDS before handling and disposing of this product and pass this information on to employees, customers, and users of this product.**

**1. PRODUCT and COMPANY IDENTIFICATION**

**Material Identity** ECD-1  
**Trade Name(s)** ARCO Ultra Low Sulfur (EPA) Diesel #2, Ultra Low Sulfur Diesel No. 2, ARCO California (CARB) Diesel #2

**Other Name(s)** On-Road Ultra Low Sulfur Diesel #2, Ultra Low Sulfur Off-Road Diesel #2, CARB Ultra low Sulfur Diesel #2

**Chemical Description** This material is an organic petroleum liquid. This is a complex (C9 TO C20) hydrocarbon mixture which contains less than 0.0015 wt% (15 ppm) sulfur

**Manufacturer's Address** ARCO Products Company  
Division of Atlantic Richfield Company  
333 South Hope Street  
Los Angeles, California 90071

**Telephone Numbers** **Emergency**  
800-424-9300 CHEMTREC

**Customer Service**  
800-322-2726 Info Only

**2. COMPONENTS and EXPOSURE LIMITS**

Component <sup>1</sup>	CAS No.	% Composition By Volume <sup>2</sup>	Exposure Limits			Units	Type
			ACGIH TLV	OSHA PEL <sup>3</sup>	ARCO EL		
HYDROCARBONS W/BOILING PT RANGE 325°F TO 698°F	68476-34-6	EQ 100	N/AP	N/AP	N/AP		
Other applicable exposure guidelines: STODDARD SOLVENT	8052-41-3		100	100	N/AP	ppm	TWA

<sup>1</sup> Carcinogen displayed after Component Name Listed by <sup>(1)</sup> NTP, <sup>(2)</sup> IARC, <sup>(3)</sup> OSHA, <sup>(4)</sup> Other

<sup>2</sup> See Abbreviations on last page

<sup>3</sup> The OSHA exposure limits were changed in 1993 due to a federal court ruling ARCO has chosen to list the 1989 OSHA exposure limits in this document as they are generally more stringent and therefore more protective than the current exposure limits (Refer to 29 CFR 1910.1000)

**3. HAZARD IDENTIFICATION**

**IMMEDIATE HAZARDS**

**COMBUSTIBLE! OSHA/NFPA Class II or IIIA combustible liquid.** Keep away from heat, sparks and open flame. Avoid the "switch loading" hazard (See Section 7).

**ASPIRATION HAZARD!** If swallowed, do not induce vomiting since aspiration into the lungs may cause chemical pneumonia. Obtain prompt medical attention.

May cause irritation or more serious skin disorders! May be harmful if inhaled! Avoid prolonged or repeated liquid, mist, and vapor contact with eyes, skin, and respiratory tract.

May cause irritation of the nose, throat, and lungs, headache, dizziness, drowsiness, confusion, loss of coordination, fatigue, nausea and labored breathing. May lead to unconsciousness, convulsions, and possibly death.

Wash hands thoroughly after handling.

**ACUTE HEALTH HAZARDS**

**Routes of Exposure Signs and Symptoms**

**Inhalation (Primary)** Exposures at airborne concentrations well above the recommended exposure limits in Section 2 may cause irritation of the nose, throat, and lungs, headache, dizziness, drowsiness, confusion, loss of coordination, fatigue, nausea, labored breathing and irregular heartbeats. May lead to unconsciousness, convulsions, and possibly death. Airborne concentrations above the recommended exposure limits are not anticipated during normal workplace or refueling activities due to the slow evaporation of this material at ambient temperatures.

**Eye Contact** Not expected to cause prolonged or significant eye irritation.

**Skin Contact** Moderate skin irritation may occur upon short term exposure. Exposure to sunlight may increase the degree of skin irritation.

**Ingestion** ASPIRATION HAZARD! This material can enter the lungs during swallowing or vomiting and may cause acute lung inflammation and damage which in severe cases may be fatal. May cause irritation of the mouth, throat, and gastrointestinal tract leading to nausea, vomiting, diarrhea, and restlessness. May cause headache, dizziness, drowsiness, confusion, loss of coordination, fatigue, nausea and labored breathing. May lead to unconsciousness, convulsions, and possibly death.

**Summary of Chronic Hazards and Special Health Effects** Exposures at airborne concentrations well above the recommended exposure limits in Section 2 may aggravate medical conditions such as chronic respiratory diseases, cardiovascular disease, or skin diseases.

Prolonged/repeated skin exposure, inhalation or ingestion of this material above the recommended limits may result in adverse dermal or systemic effects. Avoid prolonged or repeated overexposure.

See Section 11 for additional toxicology information.

**4. EMERGENCY and FIRST AID**

**Inhalation** Immediately move personnel to area of fresh air. For respiratory distress, give oxygen, rescue breathing, or administer CPR (cardiopulmonary resuscitation), if necessary. Obtain medical attention if breathing difficulty continues.

**Eye Contact** Flush with clean low-pressure water for at least 15 minutes. If pain or irritation persists after flushing, obtain medical attention.

**Skin Contact** Promptly remove contaminated clothing. Thoroughly wash affected skin with soap and water. If there are signs or symptoms of irritation, obtain medical attention.

**Ingestion** Do not induce vomiting, since aspiration into the lungs may cause chemical pneumonia. If aspiration occurs, promptly obtain medical attention.

**Emergency Medical Treatment Procedures** See above procedures

**5. FIRE and EXPLOSION**

<b>Flash Point (Method) *</b> (See "Fire and Explosion Hazards)	AP 125° - 150° F (D-93)	<b>NFPA Hazard Rating:</b>	
<b>Autoignition Temperature (Method)*</b>	AP 494° F †	<b>Health:</b>	0 = Insignificant
<b>Flammable Limits (% Vol. in Air)*</b>	<b>Lower</b> AP 0.7 ††	<b>Fire:</b>	2 = Moderate
<b>* At Normal Atmospheric Temperature and Pressure</b>	<b>Upper</b> AP 5.0 ††	<b>Reactivity:</b>	0 = Insignificant
† Based on NFPA "Fuel Oil No. 2"	†† Based on NFPA "Fuel Oil No. 1"	<b>Special:</b>	= ---

**Fire and Explosion Hazards** COMBUSTIBLE! When heated above the flash point, this material will release flammable vapors which, if exposed to an ignition source, can burn in the open or be explosive in confined spaces. Mists or sprays may be flammable at temperatures below the normal flash point.

For "switch loading" procedures (filling container which previously contained flammable material, like gasoline), see Section 7.

**Extinguishing Media** Foam, Dry chemical, Water Spray or Fog, Carbon dioxide (CO2)

Water and water fog may be used to cool the fire but may not extinguish the fire.

**Special Firefighting Procedures** For fires involving this material, do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of combustion products and oxygen deficiencies. Cool tanks and containers exposed to fire with water.

**6. ACCIDENTAL RELEASE MEASURES**

**Precautions if Material is Spilled or Released** Contain spill, evacuate non-essential personnel, and safely stop flow. On hard surfaces, spilled material may create a slipping hazard. Equip cleanup crews with proper protective equipment (as specified in Section 8) and advise of hazards. Clean up by recovering as much spilled or contaminated materials as possible and placing into closed containers. Consult with an environmental professional for the federal, state and local cleanup and reporting requirements for spills and releases.

**7. HANDLING and STORAGE**

**Handling, Storage and Decontamination Procedures** Special slow load procedures for "switch loading" must be followed to avoid the static ignition hazard that can exist when this material is loaded into tanks previously containing gasoline or other low flash point products (see API Publication 2003)

Avoid exposure to liquid and gas vapors. Odor is not a reliable warning of overexposure. Use only with adequate ventilation.

Keep away from sources of heat, flames, sparks or other ignition sources. Storage and use areas should be "No Smoking" areas.

Electrical equipment should follow National Electric Code (NEC) standards.

Empty containers may retain some liquid and vapor residues and, if exposed to an ignition source, may explode.

Outside or detached storage is preferred. Inside storage should be in a standard combustible liquids storage warehouse, room or cabinet. Separate from oxidizing materials.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Engineering Controls** Where possible, use adequate ventilation to keep vapor and mist concentrations of this material below the occupational exposure limits shown in Section 2.

**Respiratory** A NIOSH/MSHA-approved air-purifying respirator with an organic vapor cartridge may be permissible under certain circumstances where airborne concentrations may exceed the exposure limits in Section 2. Consult with a health and safety professional for guidance in respirator selection. Respirator use should follow OSHA 29 CFR 1910.134.

**CAUTION:** The protection provided by air-purifying respirators is limited. Use a positive pressure air-supplied respirator if there is any potential for an uncontrolled release, if exposure levels are not known, or if concentrations exceed the protection limits of the air-purifying respirator.

**Eyes** Eye protection should be worn. If there is a potential for splashing or spraying, chemical-type goggles and, if appropriate, a face shield should be worn. If contact lenses are worn, contact an eye specialist or a safety professional for additional precautions. Suitable eye wash should be available in case of eye contact with this material.

**Skin** Avoid skin contact with this material. If conditions or frequency of use make skin contact likely, clean impervious clothing such as gloves, apron, boots and facial protection should be worn. Nitrile or Viton protective clothing material is recommended.

Non-impervious clothing which becomes contaminated with this material should be removed promptly and not reworn until the material is effectively removed from the clothing.

When working around equipment or processes which may create the potential for significant skin

contact, full body coverage should consist of impervious boots and oil-resistant coated Tyvek suit or other impervious jacket and pants.

**Other Hygienic and Work Practices**

Use good personal hygiene practices. In case of skin contact, wash with mild soap and water or a waterless hand cleaner. Wash hands and other exposed areas thoroughly before eating, drinking, smoking or using toilet facilities.

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**9. PHYSICAL and CHEMICAL PROPERTIES**

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<b>Boiling Point:</b>	AP 325° to 698° F
<b>Viscosity Units, Temp. (Method):</b>	AP 3.0 to 4.0 CST at 100° F (D-445)
<b>Dry Point:</b>	UK
<b>Freezing Point:</b>	AP 0° to 24° F
<b>Vapor Pressure, Temp. (Method):</b>	LT 0.04 at 100° F (REID-PSIA)
<b>Volatile Characteristics:</b>	Slight
<b>Specific Gravity (H<sub>2</sub>O = 1 @ 39.2°F):</b>	AP 0.83 to 0.85
<b>Vapor Sp. Gr. (Air = 1.0 @ 60°F - 90°F):</b>	AP 6
<b>Solubility in Water:</b>	Negligible
<b>PH:</b>	N/AP
<b>Appearance and Odor:</b>	Light yellow to amber-colored liquid; kerosene odor. When sold for off-road vehicle use in the United States, this material will be dyed red.
<b>Other Physical and Chemical Properties:</b>	Sulfur content ≤ 0 to 0.0015 wt % (15ppm) Cetane # = 52 to 57

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**10. STABILITY and REACTIVITY**

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<b>Stability</b>	Stable
<b>Hazardous Polymerization</b>	Not expected to occur
<b>Other Chemical Reactivity</b>	N/AP

**Conditions to Avoid** Heat and ignition sources.

**Materials to Avoid** Strong acids, alkalis, and oxidizers such as liquid chlorine and oxygen.

**Hazardous or Decomposition Products** Burning or excessive heating may produce carbon monoxide and other harmful gases or vapors including oxides of sulfur

## 11. TOXICOLOGICAL INFORMATION

**Supplemental Toxicological Information** The information found in this section is written for medical, toxicology, occupational health and safety professionals. This section provides technical information on the toxicity testing of this or similar materials or its components. If clarification of the technical content is needed, consult a professional in the areas of expertise listed above.

**Inhalation** Toxicity studies on this material resulted in LC50 values greater than 5 mg/l indicating a low potency. However, during exposure, the material caused labored breathing, reduced activity and nasal discharge.

**Eye Contact** Animal studies have been performed on this material with minimal to no irritation being reported. Ten minutes of exposure to diesel oil aerosols (166 ppm) have been reported to be non-irritating in humans.

**Skin Contact** Animal studies with this material have resulted in moderate skin irritation following short-term exposure or prolonged/repeated exposure. This material appears to be non-sensitizing. Exposure to sunlight may increase skin irritation. The acute dermal toxicity tests indicate LD50 values greater than 2.0 g/kg indicating a low potency.

**Ingestion** The acute oral toxicity tests indicate LD50 values greater than 5.0 g/kg indicating a low potency. In young children, ingested diesel fuel produced symptoms of cough, dyspnea (labored breathing), pneumonia, tachycardia (rapid heartbeat), somnolence (drowsiness), cardiac dilation, vomiting, fever and breath and vomitus of a characteristic odor. Aspiration can result in a fatal chemical pneumonia.

**Prolonged/ Repeated Exposures** This product contains petroleum distillates similar to those shown to produce skin tumors and kidney damage in laboratory animals.

Twenty-eight day and ninety-day dermal toxicity studies with this material resulted in skin irritation and no systemic toxicity.

**Additional Information on Diesel Exhaust Toxicity** Exposure to diesel exhaust may result in reversible symptoms, such as respiratory tract irritation (wheezing, chest tightness), mucous membrane irritation, central nervous system effects (headache and light-headedness), nausea, vomiting and heartburn.

Lifetime exposure to whole diesel exhaust has been shown to produce lung tumors in laboratory animals. The exact relationship between these findings and possible human effects is not known.



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**12. ECOLOGICAL INFORMATION**

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Not Available

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**13. DISPOSAL CONSIDERATIONS**

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<b>Waste Disposal Methods</b>	Maximize recovery for reuse or recycling. Consult with an environmental professional to determine if state or federal regulations would classify spilled or contaminated materials as a hazardous waste. Use only approved transporters, recyclers, treatment, storage or disposal facilities. Comply with all federal, state and local laws pertaining to waste management.
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**14. TRANSPORT INFORMATION**

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<b>UN Proper Shipping Name</b>	Diesel fuel
<b>UN Hazard Class</b>	3
<b>UN Number</b>	NA1993
<b>UN Packing Group</b>	PGIII

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**15. REGULATORY INFORMATION**

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**SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA), TITLE III****Section 311/312 Hazard Categories:**

Immediate (acute) health hazard  
Delayed (chronic) health hazard  
Fire hazard

**Section 313:**

No chemicals in this product exceed the threshold reporting level established by SARA Title III, Section 313 and 40 CFR 372

**TOXIC SUBSTANCES CONTROL ACT (TSCA)**

All components of this product are listed on the TSCA Inventory

**COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)**

This material is covered by CERCLA's PETROLEUM EXEMPTION.  
(Refer to 40 CFR 307.14)

**CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 - PROPOSITION 65**

Based on information currently available, this product is not known to contain any chemicals currently listed as carcinogens or

reproductive toxins under California Proposition 65 at levels which would be subject to the Proposition

Prop 65 chemicals will result under certain conditions from the use of this material. For example, burning fuels produces combustion products including diesel exhaust, a Prop 65 carcinogen, and carbon monoxide, a Prop 65 reproductive toxin

**16. OTHER INFORMATION**

**General Comments** Some of the information presented and conclusions drawn herein are from sources other than direct test data on the mixture itself.

Abbreviations:	EQ = Equal	AP = Approximately	N/P = No Applicable Information Found
	LT = Less Than	UK = Unknown	N/AP = Not Applicable
	GT = Greater Than	TR = Trace	N/DA = No Data Available

**Disclaimer of Liability**

The information in this MSDS was obtained from sources which we believe are reliable. **HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS CORRECTNESS.**

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. **FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.**

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.

# Material Safety Data Sheet

## Unleaded CARB Gasoline

VALERO MARKETING & SUPPLY COMPANY  
P.O. Box 696000  
SAN ANTONIO, TX 78269-6000

**Emergency Phone Numbers**  
24 Hour Emergency: 866-565-5220  
Chemtrec Emergency: 800-424-9300

**General Assistance**  
General Assistance: 210-592-4593

<b>Section I. Product Identification and Uses</b>						
<b>Common/Trade name</b>	<b>Unleaded CARB Gasoline</b>					
<b>Synonyms</b>	Regular/Premium/Midgrade/Unleaded CARB Gasoline	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;"><b>CAS#</b></td> <td style="padding: 2px;">86290-81-5</td> </tr> <tr> <td style="padding: 2px;"><b>MSDS Number</b></td> <td style="padding: 2px;">02C</td> </tr> </table>	<b>CAS#</b>	86290-81-5	<b>MSDS Number</b>	02C
<b>CAS#</b>	86290-81-5					
<b>MSDS Number</b>	02C					
<b>Chemical family</b>						
<b>DOT Proper Shipping Name</b>	Gasoline					
<b>DOT Hazard Class</b>	3					
<b>DOT Identification Number/Packaging Group</b>	UN1203      PG: II					
<b>Reportable Quantity</b>	The RQ for: Benzene is 10 lbs This product may contain up to 1.22% benzene Cumene is 5,000 lbs This product may contain up to 5% cumene Cyclohexane is 1,000 lbs This product may contain up to 3% cyclohexane Ethylbenzene is 1,000 lbs This product may contain up to 5% ethylbenzene Hexane is 5000 lbs This product may contain up to 28% hexanes Toluene is 1,000 lbs This product may contain up to 30% toluene Xylene is 1,000 lbs This product may contain up to 25% xylene.					
<b>Marine Pollutant</b>	Not Applicable					

<b>Section II. Summary of Hazards</b>
Danger! Contains Benzene Cancer Hazard Can cause kidney, liver and blood disorders May cause irritation to eyes, skin and respiratory system. Avoid liquid, mist and vapor contact Harmful or fatal if swallowed Aspiration hazard; can enter lungs and cause damage. May cause irritation or be harmful if inhaled or absorbed through the skin. Extremely flammable liquid. Vapors may explode.


<b>Section III. Hazardous Ingredients</b>		
Name	CAS No.	Concentration (%)
1) Toluene	108-88-3	0-30
2) Cumene	98-82-8	0-5
3) Cyclohexane	110-82-7	0-3
4) Ethanol	64-17-5	0-10
5) Ethylbenzene	100-41-4	0-5
6) n-Heptane	142-82-5	1-5
7) Hexane (all Isomers)	mixture	5-25
8) n-Hexane	110-54-3	0-3
9) Pentane	109-66-0	1-5
10) n-Octane	111-65-9	0-18.5
11) Tertiary Amyl Methyl Ether	994-05-8	0-6
12) Trimethyl Benzene (Pseudocumene)	25551-13-7	0-1
13) 1,2,4-Trimethylbenzene	95-63-6	0-6
14) Xylene (o,m,p isomers)	1330-20-7	0-25
15) Benzene	71-43-2	0-1.22

**Continued on Next Page**

**Section IV. Physical Data**

Boiling point	80-440°F		
Melting or Solid point	Not applicable		
Vapor density	3-4 (Air = 1)		
Solubility	Slightly soluble in water		
Physical state and appearance	Liquid	Odor	light straw to red clear liquid, gasoline odor
		Color	Light straw Red to Clear liquid
Odor threshold	Not available		
Specific gravity	0.66-0.75 @ 60°F		
Vapor pressure	9-15 psi @ 100°F		
Volatility	Essentially 100%		
Evaporation rate	Approximately 10-11 (n-Butyl/Acetate=1)		

**Section V. Fire and Explosion Data**

The product is:	Flammable	<b>NFPA:</b>  Health      Fire Hazard Reactivity Specific hazard
Flash points	-40°F	
Flammable limits	LOWER: 1.3% UPPER: 7.1%	
Auto-ignition temperature	>500°F	
Basic firefighting procedures:	Flammable Liquid Use dry chemical, foam or carbon dioxide to extinguish the fire. Consult foam manufacturer for appropriate media, application rates and water/foam ratio. Subsurface application is only recommended where it is known that the fuel contains less than 3% oxygenated blending components. Water can be used to cool fire-exposed containers, structures and to protect personnel. If a leak or spill has not ignited, ventilate area and use water spray to disperse gas or vapor and to protect personnel attempting to stop a leak. Use water to flush spills away from sources of ignition. Do not flush down public sewers.	
Fire degradation products	Combustion may produce carbon monoxide, carbon dioxide and reactive hydrocarbons (aldehydes, aromatics, etc.).	
Flammability	Conditions to Avoid: Heat, sparks, open flame, static electricity or any other potential ignition sources should be avoided. Prevent vapor accumulation.	
Unusual fire and explosion hazards:	Dangerous when exposed to heat or flame. Vapors form flammable or explosive mixtures with air at room temperature. Vapor or gas may spread to distant ignition sources (pilot lights, welding equipment, electrical equipment, etc.) and flash back. Vapors may accumulate in low areas. Vapors may concentrate in confined areas. Flowing product can be ignited by self-generated static electricity. Use adequate bonding and grounding to prevent static buildup. Runoff to sewer may cause fire or explosion hazard. Containers may explode in heat of fire. Irritating or toxic substances may be emitted upon thermal decomposition. For fires involving this material, do not enter any enclosed or confined space without proper protective equipment which may include NIOSH approved self-contained breathing apparatus with full face mask. Clothing, rags or similar organic material contaminated with this product and stored in a closed space may undergo spontaneous combustion. Transfer to and from commonly bonded and grounded containers.	

Continued on Next Page

**Section VI. Reactivity Information**

Stability	The product is stable
Incompatibility	Avoid strong oxidizing agents (peroxide, dichromate, permanganate, chlorine etc ), strong acids caustics and halogens.
Hazardous polymerization	Will not occur

**Section VII. Health Hazard Information & Toxicology of Components**

Primary routes of entry Eye or skin contact, Ingestion Inhalation.  
 Target Organs: Respiratory system, skin  
 Product Listed as a Carcinogen or Potential Carcinogen by:  
 NTP - No IARC - No OSHA - No Other - No

ILV	<p><b>Benzene</b>          TWA: 1 (ppm) STEL: 5 (ppm) from OSHA SKIN          TWA: 0.5 (ppm) CEIL: 2.5 (ppm) from ACGIH SKIN          TWA: 0.1 (ppm) ST: 1 (ppm) from NIOSH-REL SKIN          IDLH: 500 (ppm) from NIOSH</p> <p><b>Butane</b>          TWA: 800 (ppm) from ACGIH          TWA: 800 (ppm) from NIOSH-REL</p> <p><b>Cumene</b>          TWA: 50 (ppm) from OSHA-PEL SKIN          TWA: 50 (ppm) from ACGIH          TWA: 50 (ppm) from NIOSH-REL SKIN          IDLH: 900 (ppm) [10%LEL] from NIOSH</p> <p><b>Cyclohexane</b>          TWA: 300 (ppm) from OSHA-PEL          TWA: 300 (ppm) from ACGIH          TWA: 300 (ppm) from NIOSH-REL          IDLH: 1300 (ppm) from NIOSH</p> <p><b>Ethylbenzene</b>          TWA: 100 (ppm) from OSHA-PEL          TWA: 100 (ppm) STEL: 125 (ppm) from ACGIH          TWA: 100 (ppm) STEL: 125 (ppm) from NIOSH          IDLH: 800 (ppm) [10% LEL] from NIOSH</p> <p><b>Gasoline</b>          TWA: 300 (ppm) STEL: 500 (ppm) from ACGIH</p> <p><b>Heptane</b>          TWA: 500 (ppm) from OSHA-PEL          TWA: 400 (ppm) STEL: 500 (ppm) from ACGIH          TWA: 85 (ppm) CEIL: 440 (ppm) from NIOSH-REL          IDLH: 750 (ppm) from NIOSH</p> <p><b>n-Hexane</b>          TWA: 500 (ppm) from OSHA-PEL          TWA: 50 (ppm) from ACGIH          TWA: 50 (ppm) from NIOSH-REL          IDLH: 1100 (ppm) [10%LEL] from NIOSH</p> <p><b>Hexane (all Isomers)</b>          TWA: 500 (ppm) STEL: 1000 (ppm) from ACGIH          TWA: 100 (ppm) CEIL: 510 (ppm) from NIOSH-REL</p> <p><b>Octane</b>          TWA: 500 (ppm) from OSHA-PEL          TWA: 300 (ppm) from ACGIH          TWA: 75 (ppm) CEIL: 385 (ppm) from NIOSH-REL          IDLH: 1000 (ppm) [10% LEL] from NIOSH</p> <p><b>Pentane</b>          TWA: 1000 (ppm) from OSHA-PEL          TWA: 600 (ppm) from ACGIH          TWA: 120 (ppm) CEIL: 610 (ppm) from NIOSH-REL          IDLH: 1500 (ppm) [10% LEL] from NIOSH</p> <p><b>Toluene</b>          TWA: 200 (ppm) CEIL: 300 500 (ppm) from OSHA-PEL</p>
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TWA: 50 (ppm) from ACGIH  
 TWA: 100 (ppm) STEL: 150 (ppm) from NIOSH-REL  
 IDLH: 500 (ppm) from NIOSH  
**Trimethyl Benzene (Pseudocumene)**  
 TWA: 25 (ppm) from ACGIH  
 TWA: 25 (ppm) from NIOSH-REL  
**Xylene (o,m,p isomers)**  
 TWA: 100 (ppm) from OSHA-PEL  
 TWA: 100 (ppm) STEL: 150 (ppm) from ACGIH  
 TWA: 100 (ppm) STEL: 150 (ppm) from NIOSH-REL  
 IDLH: 900 (ppm) from NIOSH

Consult local authorities for acceptable exposure limits.

Effects and hazards of eye contact	May cause severe irritation redness, tearing, blurred vision and conjunctivitis.
Effects and hazards of skin contact	Prolonged or repeated contact may cause moderate irritation, defatting (cracking), redness, itching, inflammation, dermatitis and possible secondary infection High pressure skin injections are SERIOUS MEDICAL EMERGENCIES. Injury may not appear serious at first Within a few hours, tissues will become swollen, discolored and extremely painful. See Notes to Physician section.
Effects and hazards of inhalation	Nasal and respiratory tract irritation, central nervous system effects including excitation, euphoria, contracted eye pupils, dizziness, drowsiness, blurred vision, fatigue, nausea, headache, loss of reflexes, tremors, convulsions, seizures, loss of consciousness, coma, respiratory arrest and sudden death could occur as a result of long term and/or high concentration exposure to vapors May also cause anemia and irregular heart rhythm Repeated or prolonged exposure may cause behavioral changes.
Effects and hazards of ingestion	This product may be harmful or fatal if swallowed. This product may cause nausea, vomiting, diarrhea and restlessness DO NOT INDUCE VOMITING. Aspiration into the lungs can cause severe chemical pneumonitis or pulmonary edema/hemorrhage, which can be fatal May cause gastrointestinal disturbances Symptoms may include irritation, depression, vomiting and diarrhea May cause harmful central nervous system effects similar to those listed under "inhalation".
Medical conditions aggravated by exposure	Preexisting eye, skin, heart, central nervous system and respiratory disorders may be aggravated by exposure to this product. Impaired kidney, liver and blood disorders may be aggravated by exposure to this product.

#### Toxicological Information

**BENZENE** is considered to be a carcinogen to humans, and may cause adverse health effects following exposure via inhalation, ingestion or dermal or eye contact. Acute inhalation of benzene by rats, mice or rabbits caused narcosis, spontaneous heart contractions (ventricular fibrillation) and death due to respiratory paralysis. Subchronic inhalation of benzene by rats produced decreased white blood cell counts, decreased bone marrow cell activity, increased red blood cell activity and cataracts. In rats, chronic inhalation or oral administration of benzene produced cancers of the liver, mouth and Zymbal gland. Acute inhalation exposure of benzene in humans has caused nerve inflammation (polyneuritis), central nervous system depression and cardiac sensitization. Chronic exposure to benzene has produced anorexia and irreversible injury to the blood forming organs. Potential effects include aplastic anemia and leukemia. It has caused fetal defects in tests on laboratory animals.

**CUMENE** can affect the body if it is inhaled, swallowed or comes in contact with the eyes or skin. The main toxic effect is irritation of the eyes, skin and upper respiratory tract. Narcosis has been reported to occur in animals on high exposure. There are no reports of systemic effects in man as a result of industrial exposure. Chronic exposure of rats above 500 ppm causes congestion of lungs, liver and kidneys, but no bone marrow changes.

**CYCLOHEXANE** can affect the body if it is inhaled, swallowed, or comes in contact with the eyes or skin. It is primarily a local irritant and central nervous system depressant. The depressant effect is from exposure to concentrations above 12,000 ppm, while prolonged or repeated exposure to concentrations above 300 ppm produces a mild irritation of the eyes and upper respiratory tract.

**ETHANOL** is rapidly absorbed through the gastrointestinal tract and normally metabolized and excreted in a relatively few hours. Only in very unusual work situations could the inhalation of ethanol vapors result in symptoms of alcohol intoxication. Can be fatal or cause blindness if swallowed in extreme quantities. Inhalation or ingestion can cause headache, nausea, dizziness or narcosis. Chronic overexposure (inhalation or ingestion) can cause damage to the gastrointestinal tract, liver, kidneys and cardiovascular system. Prolonged contact causes irritation to skin and eyes. Medical conditions aggravated by exposure include kidney, liver, heart and GI conditions. This material is not listed as a cancer causing agent but is suspected of being a promoter.

**ETHYLBENZENE** can affect the body if it is inhaled, swallowed or comes in contact with the eyes or skin. It is primarily an irritant of skin, and to some degree, of eyes and upper respiratory tract. Systemic absorption causes depression of the central nervous system with narcosis at very high concentrations. On the eyes and nose, the

Continued on Next Page

vapor at 5000 ppm causes intolerable irritation, eye irritation and lacrimation are immediate and severe at 2000 ppm, irritation and tearing occur at 1000 ppm although tolerance develops rapidly, and the vapor is a transient irritant on human eyes at 200 ppm. Aspiration of small amounts causes extensive edema and hemorrhage of lung tissue. A draft report on a study conducted by the National Toxicology program states that lifetime inhalation exposure of rats and mice to concentrations of ethylbenzene (750 ppm) resulted in increases in certain types of cancer, including kidney tumors in rats and lung and liver tumors in mice. These effects were not observed in animals exposed to lower concentrations of ethylbenzene (75 ppm or 250 ppm). The draft report does not address the relevance of these results to humans.

**GASOLINE** contains benzene, as well as n-hexane, other aromatics and certain olefins. Gasoline generally acts as an anesthetic and mucous membrane irritant. Inhalation is the most important route of occupational entry. Eye and throat irritation occur in several hours at exposures of 160 to 270 ppm, eye, nose and throat irritation and dizziness occurs at exposures of 500 to 900 ppm in one hour. Mild anesthesia occurs in 30 minutes at exposures of 2000 ppm. The threshold for immediate mild toxic effect is 900 to 1000 ppm. There are reports of toxic neuritis after exposure to gasoline. Repeated exposure of laboratory animals to high concentrations of gasoline vapors has caused kidney damage and cancer in rats and cancer in mice. Gasoline was evaluated for genetic activity in assays using microbial cells, cultured mammalian cells and rat bone marrow cells. The results were all negative so gasoline was considered nonmutagenic under these conditions. Overexposure to this product or its components has been suggested as a cause of liver abnormalities in laboratory animals and humans. Lifetime studies by the American Petroleum Institute have shown that kidney damage and kidney cancer can occur in male rats after prolonged inhalation exposures at elevated concentrations of total gasoline. Kidneys of mice and female rats were unaffected. The U.S. EPA Risk Assessment Forum has concluded that the male rat kidney tumor results are not relevant for humans. Total gasoline exposure also produced liver tumors in female mice only. The implication of these data for humans has not been determined.

**HEPTANE** can affect the body if it is inhaled, comes in contact with the eyes or skin, or is swallowed. Heptane vapor is a narcotic. Concentrations of 10,000 to 15,000 ppm produced narcosis in mice within 30 to 60 minutes, while 15,000 to 20,000 ppm caused convulsions and death. At 48,000 ppm, respiratory arrest was produced in mice in 3 to 4 minutes from the start of exposure. Human subjects exposed to 1,000 ppm for 6 minutes or to 2,000 ppm for 4 minutes, reported slight vertigo. At 5,000 ppm for 4 minutes, there was marked vertigo, inability to walk a straight line, hilarity, and incoordination, but no complaints of eye and upper respiratory tract or mucous membrane irritation. A 15-minute exposure at 5,000 ppm produced in some subjects a state of stupor lasting for 30 minutes after exposure. These subjects also reported loss of appetite, slight nausea, and a taste resembling gasoline for several hours after exposure. Although chronic nervous system effects have not been attributed to heptane, polyneuritis has been reported following prolonged exposure to a petroleum fraction with boiling range between 70°C and 100°C, and this fraction would normally contain various isomers of heptane as major ingredients.

**n-HEXANE** can affect the body if it is inhaled, comes in contact with the eyes or skin, or is swallowed. Hexane vapor is a narcotic and a mild upper respiratory irritant. Polyneuropathy (peripheral nerve damage) has been reported to occur in workers exposed to hexane vapors, characterized by progressive weakness and numbness in the extremities, loss of deep tendon reflexes and reduction of motor nerve conduction velocity. Recovery ranges from no recovery to complete recovery depending upon the duration of exposure and severity of nerve damage. Concentrations of 30,000 ppm produced narcosis in mice within 30 to 60 minutes. Convulsions and death occurred at 35,000 to 40,000 ppm, and at 64,000 ppm respiratory arrest was produced in 2.5 to 4.5 minutes from the start of exposure. Concentrations up to 8000 ppm produced no anesthesia. In human subjects, 2000 ppm for 10 minutes produced no effects, but 5000 ppm resulted in dizziness and a sensation of giddiness. Other investigators reported slight nausea, headache and irritation of the eyes and throat at 1400 to 1500 ppm. In industrial practice, mild narcotic symptoms such as dizziness have been observed when concentrations exceeded 1000 ppm but not below 500 ppm.

**OCTANE** can affect the body if it is inhaled, comes in contact with the skin or eyes or is swallowed. Octane vapor is a mild narcotic and mucous membrane irritant. Concentrations of 6600 to 13,700 ppm produced narcosis in mice in 30 to 90 minutes, the fatal concentration for animals is near 13,500 ppm. No chronic systemic effects have been reported in humans.

**PENTANE** can affect the body if it is inhaled, comes in contact with the eyes or skin, or is swallowed. The chief effects of inhalation are narcosis and irritation of the respiratory passages. Exposures of 90,000 to 120,000 ppm resulted in narcosis in animals in 5 to 6 minutes, 130,000 ppm was fatal with respiratory arrest occurring within 5 minutes of exposure. Pentane injected subcutaneously in rats produced temporary impairment of liver function and moderate neutropenia. While other aliphatic hydrocarbons produce drowsiness and mild irritation of the eyes and nose in human subjects, no symptoms resulted from exposure to pentane vapor for 10 minutes at 5000 ppm. Chronic exposure to high concentrations may lead to polyneuropathy (peripheral nerve damage), characterized by progressive weakness and numbness in the extremities, loss of deep tendon reflexes and reduction of motor nerve conduction velocity.

**TOLUENE** can affect the body if it is inhaled, comes in contact with the eyes or skin or it is swallowed. It may also enter the body through the skin. Toluene vapors cause narcosis. Controlled exposures of human subjects to 200

ppm for 8 hours produced mild fatigue, weakness, confusion, lacrimation and paresthesia. At 600 ppm for 8 hours, there was euphoria, headache, dizziness, dilated pupils and nausea. At 800 ppm for 8 hours, symptoms were more pronounced, and after effects included nervousness, muscular fatigue and insomnia persisting for several days. In workers exposed for many years to concentrations in the range of 80 to 300 ppm, there was no clinical or laboratory evidence of altered liver function. Toluene exposure does not result in the same chronic injury to bone marrow caused by benzene. Liquid splashed in the eyes of workers has caused transient corneal damage and conjunctival irritation, complete recovery occurred within 48 hours. Animal studies have shown that inhalation of high levels of toluene produced cardiac sensitization. Such sensitization may cause fatal changes in heart rhythms. This later effect was shown to be enhanced by hypoxia or the injection of adrenalin-like agents. Workers exposed at less than 200 ppm have complained of headache, lassitude and nausea, but physical findings were essentially negative. At concentrations between 200 and 500 ppm, impairment of coordination, momentary loss of memory and anorexia were present. Between 500 and 1500 ppm, palpitation, extreme weakness, pronounced loss of coordination and impairment of reaction time were noted. The red cell count fell in many instances and there were cases of aplastic anemia in which recovery followed intensive hospital treatment (although some of the effects may have been due to benzene impurity). Toluene has been reported to decrease immunological responses and cause recordable hearing loss in test animals. Damages genetic material in mammalian test systems. May cause adverse reproductive effects based on animal testing.

**TRIMETHYL BENZENE (PSEUDOCUMENE)** can affect the body if it is inhaled, comes in contact with the eyes or skin or it is swallowed. It may also enter the body through the skin. The liquid is a primary skin irritant, but system intoxication due to absorption through the skin is not probable. High concentrations of vapors (5000 to 9000 ppm) caused central nervous system depression. Pseudocumene may cause nervousness, tension, anxiety, and asthmatic bronchitis. In addition, the peripheral blood showed a tendency to hypochromic anemia and a deviation from the normal in the coagulability of the blood.

**XYLENE** can affect the body if it is inhaled, comes in contact with the eyes or skin or it is swallowed. It may also enter the body through the skin. Xylene vapor irritates the eyes, mucous membranes and skin. At high concentrations it causes narcosis. In animals, xylene causes blood changes reflecting mild toxicity to the hematopoietic system. Laboratory animals exposed by various routes to high doses of xylene showed evidence of effects in the liver, kidneys, lungs, spleen, heart and adrenals. Rats exposed to xylene vapor during pregnancy showed embryo/fetotoxic effects. Mice exposed orally to doses producing maternal toxicity also showed embryo or fetotoxic effects. Laboratory rats exposed to high concentrations of toluene experienced recordable hearing loss. In humans, exposure to high concentrations can cause dizziness, excitement, drowsiness, incoordination and a staggering gait. Workers exposed to concentrations above 200 ppm complain of anorexia, nausea, vomiting and abdominal pain. Brief exposures of humans to 200 ppm caused irritation of the eyes, nose and throat. There are reports of reversible corneal vacuolation in workers exposed to xylene, or to xylene plus other volatile solvents.

**Toxicity to animals** LD50: (Oral rat): > 5 g/kg of body weight; LD50 (dermal-rabbit): > 3.16 g/kg of body weight  
LC50: Not available.

**Remark**

No additional remark.

### Section VIII. First Aid

<b>Eye contact</b>	Flush immediately with large amounts of water for at least 15 minutes. Eyelids should be held away from the eyeball to ensure thorough rinsing. Seek medical advice if pain or redness continues.
<b>Skin contact</b>	Wash exposed area thoroughly with soap and water. Remove contaminated clothing promptly and launder before reuse. Contaminated leather goods should be discarded. If irritation persists or symptoms described in the MSDS develop, seek medical attention. High pressure skin injections are SERIOUS MEDICAL EMERGENCIES. Get immediate medical attention.
<b>Slight inhalation</b>	Remove to fresh air. If breathing is difficult, ensure clear airway and administer oxygen. If not breathing, apply artificial respiration or cardiopulmonary resuscitation. Keep person warm, quiet and get medical attention.
<b>Slight ingestion</b>	Never give anything by mouth to an unconscious person. DO NOT induce vomiting. Aspiration of material into the lungs due to vomiting can cause chemical pneumonitis which can be fatal. Give vegetable oil or charcoal slurry to retard absorption. If spontaneous vomiting occurs, keep head below hips to prevent aspiration of liquid into lungs and monitor for breathing difficulty. SEEK IMMEDIATE MEDICAL ATTENTION. Keep person warm and quiet.
<b>Notes to Physician</b>	In case of ingestion, gastric lavage with activated charcoal can be used promptly to prevent absorption. Consideration should be given to the use of an intratracheal tube, to prevent aspiration. Irregular heart beat may occur. Use of adrenalin is not advisable. Individuals intoxicated by the product should be hospitalized immediately with acute and continuing attention to neurological and cardiopulmonary function. Positive pressure ventilation may be necessary. After the initial episode, individuals should be followed for changes in blood variables and the delayed appearance of pulmonary edema and chemical pneumonitis. Such patients should be followed for several days or weeks for delayed effects, including bone marrow toxicity, hepatic and renal impairment. Individuals with chronic pulmonary disease will be more seriously impaired and recovery from inhalation exposure may be

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complicated. In case of skin injection, prompt debridement of the wound is necessary to minimize necrosis and tissue loss.

### Section IX. Precautionary Measures

<b>Respiratory protection</b>	If workplace exposure limits for product or components are exceeded, NIOSH equipment should be worn. Proper respirator selection should be determined by adequately trained personnel, based on the contaminants, the degree of potential exposure and published respiratory protection factors. This equipment should be available for nonroutine and emergency use.
<b>Eye protection</b>	Keep away from eyes. Eye contact can be avoided by wearing safety glasses or chemical splash goggles.
<b>Skin protection</b>	Keep away from skin. Skin contact can be minimized by wearing protective gloves such as neoprene, nitrile-butadiene rubber, etc. and, where necessary, impervious clothing and boots. Leather goods contaminated with this product should be discarded. A source of clean water should be available in the work area for flushing eyes and skin.
<b>Ventilation</b>	Avoid breathing mists and vapor. Use in well ventilated area. In confined space, mechanical ventilation may be necessary to reduce vapor concentrations to levels below the allowable exposure limits.
<b>Storage</b>	Store in tightly closed containers in cool, dry, isolated and well ventilated area away from heat, sources of ignition and incompatible materials. Use non-sparking tools and explosion proof equipment. Ground lines, containers, and other equipment used during product transfer to reduce the possibility of a static induced spark. Do not "switch load" because of possible accumulation of a static charge resulting in a source of ignition. Use good personal hygiene practices. After handling this product, wash hands before eating, drinking, smoking or using toilet facilities.
<b>Precautions</b>	Tanks, vessels or other confined spaces which have contained product should be freed of vapors before entering. The container should be checked to ensure a safe atmosphere before entry. Empty containers may contain toxic, flammable/combustible or explosive residues or vapors. Do not cut, grind, drill, weld or reuse empty containers that contained this product. Do not transfer this product to another container unless the container receiving the product is labeled with proper DOT shipping name, hazard class and other information that describes the product and its hazards.
<b>Spill and leak procedures</b>	If facility or operation has an "oil or hazardous substance contingency plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Extremely flammable. Review Fire and Explosion Hazard Data before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g., by vacuuming). Stop leak if it can be done without risk. Use water spray to disperse vapors. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies. If spill of any amount is made into or upon navigable waters, the contiguous zone, or adjoining shorelines, contact the National Response Center at 800-424-8802. For highway or railway spills, contact Chemtrec at 800-424-9300.
<b>Waste disposal</b>	Dispose of material in accordance with local, county, state and federal regulations. Contact state and federal regulators to determine whether the material should be classified as a hazardous waste or industrial waste and handled accordingly. Use licensed transporter and disposal facility.

### Section X. Regulatory Information

SARA Title III (302, 304, 311, 312)	XI	SARA TITLE III INFORMATION
		Section 302/304 Extremely Hazardous Substances
		None
		Section 311 Hazard Category
		Acute Chronic Fire Pressure Reactive Not Applicable
		X X X

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SARA Title III (313)	Benzene	5%	Maximum
	Cumene		5% Maximum
	Cyclohexane		3% Maximum
	Ethylbenzene	5%	Maximum
	n-Hexane		3% Maximum
	Toluene		30% Maximum
	1,2,4-Trimethylbenzene	6%	Maximum
	Xylene	25%	Maximum

**ISCA** On the TSCA inventory list

**Canada DSL** On the DSL list

**California prop 65** This product contains the following ingredients for which the State of California has found to cause cancer birth defects or other reproductive harm, which would require a warning under the statute:

**Benzene, Toluene.**

<b>State Right-to-know Regulations:</b>	<b>Chemical Name:</b>	<b>State Right-to-know:</b>
	1) Toluene	CT FL IL MA NJ PA RI MI TN
	2) Benzene (1-methylethyl)	CT FL IL MA NJ PA RI MI TN
	3) Benzene (if RFG, 0 99% max )	CT FL IL MA NJ PA RI MI TN
	4) Gasoline	CT FL IL LA MA NJ RI TN
	5) Ethylbenzene	CT FL IL MA NJ PA RI TN
	6) n-Hexane	CT FL IL MA NJ PA RI TN
	7) Xylenes	CT FL IL MA NJ PA RI MI
	8) Ethyl alcohol	CT FL IL MA NJ PA RI
	9) 1,2,4-Trimethylbenzene	MA NJ PA
	10) Cumene	MA NJ PA TN
11) Cyclohexane	MA NJ TN	

**CERCLA/ SUPERFUND** Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) requires notification of the National Response Center of release of quantities of Hazardous Substances equal or greater than the reportable quantities (RQs) in 40 CFR 302.4.

**OSHA Hazard Determination** This material is hazardous as defined by OSHA's Hazard Communication Standard, 29 CFR 1910 1200

**Protection of Stratospheric ozone:** (pursuant to section 611 of the Clean Air Act Amendments of 1990);per 40 CFR part 82, this product does not contain nor was it directly manufactured with any class I or II ozone depleting substances.

**Section XI. Labeling Information**

Danger! Contains Benzene Cancer Hazard Can cause kidney, liver and blood disorders. May cause irritation to eyes, skin and respiratory system. Avoid liquid, mist and vapor contact. Harmful or fatal if swallowed. Aspiration hazard; can enter lungs and cause damage. May cause irritation or be harmful if inhaled or absorbed through the skin. Extremely flammable liquid. Vapors may explode.

If swallowed, do not induce vomiting; aspiration hazard Call physician immediately In case of contact, immediately flush eyes with plenty of water for at least 15 minutes Wash skin with soap and plenty of water. Product soaked clothing should be removed and laundered before reuse. Read Emergency and First Aid Information section of the MSDS.

Use only in well ventilated locations Keep away from heat, spark and flames In case of fire, use water spray, foam, dry chemical or carbon dioxide as described in the Fire and Explosion Hazard Data section of the MSDS Do not pressurize, cut, weld, braze, solder, drill on or near this container "Empty" container contains residue (liquid and/or vapor) and may explode in heat of a fire

Keep out of reach of children. Failure to use caution may cause serious injury or illness Never siphon by mouth For use as a motor fuel only Do not use as a cleaning solvent or for other non-motor fuel uses

DOI 3



Disclaimer

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Date prepared 2/26/2004.

INTERWEST L.C.

**Material Safety Data Sheet**

**EMERGENCY PHONE:** 712-667-3200

**CHEMTREC:** 800-424-9300

**MSDS REFERENCE:** - M E S. 03/01/99  
INFORMATION

SUPERSEDES ANY EARLIER MSDS

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**SECTION I - IDENTIFICATION**

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**PRODUCT:** SoyPOWER Biodiesel

CAS NO. 67784-80-9

**CHEMICALS:** THE PRECISE COMPOSITION OF THIS PRODUCT IS PROPRIETARY INFORMATION. A MORE COMPLETE DISCLOSURE WILL BE PROVIDED TO A PHYSICIAN IN THE EVENT OF A MEDICAL EMERGENCY.

**SARA HAZARD:** NONE NOTED (SECNON 311/312) TITLE III SECTION 313 - NOT LISTED

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**SECTION II - HAZARDOUS INGREDIENTS**

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NONE AS DEFINED UNDER THE U.S. OSHA HAZARD COMMUNICATION STANDARD (29 CFR 1910.1200) OR THE CANADIAN HAZARDOUS PRODUCTS ACT S.C. 1987, C 30 (PART 1)

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**SECTION III - PHYSICAL DATA**

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**BOILING POINT:** OVER 400 DEG F AT 760 MM HG PRESSURE

**VAPOR PRESSURE:** LESS THAN 1 mm HG AT 72 DEG C

**SPECIFIC GRAVITY:** 0.87 AT 25 DEG C

**SOLUBILITY IN WATER:** NEGLIGIBLE AT ROOM TEMPERATURE

**APPEARANCE AND COLOR:** GOLDEN TO PALE YELLOW LIQUID AT ROOM TEMPERATURE

**MELTING POINT:** -1 DEG C

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**SECTION I-V - FIRE AND EXPLOSION HAZARDS**

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**FLASH POINT & METHOD USED:** >300 DEG F (149 DEG C) (PMCC)

**FLAMMABLE LIMITS IN AIR, % BY VOL. LOWER:** NOT APPLICABLE

**FLAMMABLE LIMITS IN AIR, BY VOL. UPPER:** NOT APPLICABLE

**NFPA RATING:** NO NFPA RATING

**HMS RATING:** HEALTH (1), FIRE (0), REACTIVITY (0), SPECIFIC (NONE)

**SPECIAL FIRE FIGHTING PROCEDURES & PRECAUTIONS:**

(INDIVIDUALS SHOULD PERFORM ONLY THOSE FIRE FIGHTING PROCEDURES FOR WHICH THEY HAVE BEEN TRAINED). USE WATER SPRAY, DRY CHEMICAL, FOAM, OR CARBON DIOXIDE. WATER MAY BE INEFFECTIVE BUT SHOULD BE USED TO KEEP FIRE-EXPOSED CONTAINERS COOL. IF A SPILL OR LEAK HAS NOT IGNITED, USE WATER SPRAY TO DISPERSE THE VAPORS. WATER SPRAY MAY BE USED TO FLUSH SPILLS AWAY FROM FIRE.

**USUAL FIRE & EXPLOSION HAZARDS:**

SOAKED RAGS WILL CAUSE SPONTANEOUS COMBUSTION IF NOT HANDLED PROPERLY. KEEP SOAKED RAGS IN AN APPROVED SAFETY CONTAINER OR LET DRY INDIVIDUALLY IN WELL VENTILATED AREA.

FIREFIGHTERS SHOULD WEAR SELF-CONTAINED BREATHING APPARATUS IN THE POSITIVE -PRESSURE MODE WITH A FULL FACE PIECE WHEN THERE IS A POSSIBILITY OF EXPOSURE TO SMOKE, FUMES, OR HAZARDOUS DECOMPOSITION PRODUCTS

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**SECTION V - HEALTH HAZARD DATA**

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**INHALATION:** UNKNOWN

**ACUTE ORAL TOXICITY:** LD50:>17.4g/KG (ALBINO RATS) (SIMILAR PRODUCTS)

**EYE CONTACT:** SIMILAR PRODUCTS WERE NOT CLASSIFIED AS EYE IRRITANTS.

**SKIN CONTACT:** NOT CLASSIFIED AS A PRIMARY SKIN IRRITANT OR CORROSIVE MATERIAL

MODERATE SKIN IRRITANT

**EMERGENCY FIRST AID PROCEDURE**

**FOR OVEREXPOSURE BY SWALLOWING:** CALL A PHYSICIAN OR POISON CONTROL CENTER PROMPTLY.

**FOR OVER EXPOSURE BY SKIN CONTACT:** WASH AFFECTED AREA.  
**FOR OVEREXPOSURE BY EYE CONTACT:** IMMEDIATELY FLUSH EYES WITH PLENTY OF COOL WATER FOR AT LEAST 15 MINUTES. DO NOT LET VICTIME RUB EYES.

**FOR OVEREXPOSURE BY INHALATION:** IMMEDIATELY REMOVE VICTIM TO FRESH AIR. IF VICTIM HAS STOPPED BREATHING GIVE ARTIFICIAL RESPIRATION, PREFERABLY BY MOUTH-TO-MOUTH. GET MEDICAL ATTENTION IMMEDIATELY.

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**SECTION VI - REACTIVITY**

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**STABILITY:** GENERALLY STABLE

**HAZARDOUS POLYMERIZATION:** NONE LIKELY

**HAZARDOUS DECOMPOSITION PRODUCTS:** DECOMPOSITION MAY PRODUCE CARBON MONOXIDE AND CARBON DIOXIDE

**CONDITIONS TO AVOID:** HEAT, SPARKS OPEN FLAME AND OTHER IGNITION SOURCES

**MATERIALS TO AVOID:** STRONG OXIDIZING AGENTS/STRONG REDUCING AGENTS/STRONG ACIDS/STRONG ALKALIES/STRONG BASES/STRONG MINERAL ACIDS

**HAZARDOUS DECOMPOSITION PRODUCTS:** DECOMPOSITION MAY PRODUCE OXIDES OF CARBON, NITROGEN AND VARIOUS OTHER HYDROCARBONS.

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### **SECTION VII - SPILL, LEAK, AND WASTE DISPOSAL PROCEDURES**

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**ENVIRONMENTAL PRECAUTIONS:** AVOID UNCONTROLLED RELEASES OF THIS MATERIAL. WHERE SPILLS ARE POSSIBLE, A COMPREHENSIVE PLAN SHOULD BE DEVELOPED AND IMPLEMENTED. PREVENT RUN-OFF TO SEWERS, STREAMS OR OTHER BODIES OF WATER. IF RUN-OFF OCCURS, NOTIFY PROPER AUTHORITIES, AS REQUIRED

**SPILL OR LEAK PRECAUTIONS:** WEAR APPROPRIATE RESPIRATORY PROTECTION AND PROTECTIVE CLOTHING AS DESCRIBED IN SECTION VIII. CONTAIN SPILLED MATERIAL AND TRANSFER TO SECURE CONTAINERS. WHERE NECESSARY, COLLECT USING ABSORBENT MEDIA. IN THE EVENT OF AN UNCONTROLLED RELEASE OF THIS MATERIAL, THE USER SHOULD DETERMINE IF THE RELEASE IS REPORTABLE UNDER APPLICABLE LAWS AND REGULATIONS.

**WASTE DISPOSAL:** ALL RECOVERED MATERIAL SHOULD BE PACKAGED, LABELED, TRANSPORTED, AND DISPOSED OR RECLAIMED IN CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS AND IN CONFORMANCE WITH GOOD ENGINEERING PRACTICES. RECLAIM WHERE POSSIBLE

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### **SECTION VIII - SPECIAL PROTECTION INFORMATION**

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**CONTROL MEASURES:** HANDLE IN THE PRESENCE OF ADEQUATE, VENTILATION.

**RESPIRATORY PROTECTION:** RECOMMENDED EXPOSURE LIMITS (i.e., OSHA-PEL AND ACGIH-TLV) HAVE NOT BEEN ESTABLISHED FOR THIS MATERIAL. WHETHER THERE IS A NEED FOR RESPIRATORY PROTECTION UNDER YOUR CONDITIONS OF HANDLING OF THIS MATERIAL SHOULD BE EVALUATED BY A QUALIFIED HEALTH SPECIALIST.

**PROTECTIVE CLOTHING:** NO NEED ANTICIPATED.

**EYE PROTECTION:** WEAR SAFETY GLASSES MEETING THE OSHA SPECIFICATIONS

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### **SECTION IX - SPECIAL PRECAUTIONS**

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METHYL SOYATE SOAKED RAGS SHOULD BE STORED IN AN APPROVED SAFETY CONTAINER OR DRIED INDIVIDUALLY IN A WELL VENTILATED AREA TO AVOID SPONTANEOUS COMBUSTION.

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### **SECTION X - TRANSPORTATION INFORMATION**

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**UN HAZARD CLASS:** N/A

**NMFC (NATIONAL MOTOR FREIGHT CLASSIFICATION):**

PROPER SHIPPING NAME: FATTY ACID ESTER

IDENTIFICATION NUMBER: 144920

SHIPPING CLASSIFICATION: 65

MANUFACTURER'S STATEMENT: The information presented herein is believed to be factual as it has been derived from the works and opinions of persons believed to be qualified experts; however, nothing contained in this information is to be taken as a warranty or representation for which InterWest L.C. bears legal responsibility. The user should review any recommendations in the specific context of the intended use to determine whether they are appropriate.

For: West Central Soy  
406 1st Street  
Ralston, IA

State Of California

AIR RESOURCES BOARD

Executive Order G-714-007

Certified Diesel Fuel Formulation

ARCO Products Company

WHEREAS, pursuant to sections 39600, 39601, 43013, 43018, and 43101 of the Health and Safety code, the Air Resources Board has adopted section 2282, Title 13, California Code Regulations ("section 2282"), which limits the aromatic hydrocarbon content of diesel fuel sold or intended for sale as a motor vehicle fuel in California, starting October 1, 1993;

WHEREAS, section 2282 established a basic statewide aromatic hydrocarbon limit for vehicular diesel fuel of 10 percent by volume, with a less stringent 2 percent standard for small refiners and a temporary 20 percent standard for independent refiners;

WHEREAS, sections 2282(a)(1)(C) and 2282 (g) allow diesel fuel producers and importers to comply with the regulation with a set of diesel fuel specifications of their choosing if they can demonstrate that the alternative specifications result in emission benefits equivalent to the emission benefits resulting from the 10 percent aromatic hydrocarbon standard ( or, in the case of small refiners, the 20 percent aromatic hydrocarbon standard);

WHEREAS, section 2256(g) identifies a test procedure for comparative testing of a prototype ("candidate") fuel and a reference fuel representative of a diesel fuel with 10 percent aromatic hydrocarbons ( or 20 percent by volume for small refiners), involving back-to-back tests using a specified heavy-duty diesel engine; identifies the statistical methodology to be used in comparing the emission of oxides of nitrogen, particulate matter, and the soluble organic fraction of the particulate matter resulting from the two fuels; and establishes a process for certifying diesel fuel formulations that satisfy the regulatory criteria;

WHEREAS, section 2282(g)(1) requires that an applicant for certification submit to the Executive Officer for approval a proposed test protocol which includes detailed information on the entity proposed to conduct the tests, the test procedures, analytical test data on the candidate and reference fuels, the quality control and quality assurance procedures, and identification of any statistical outlier tests to be used;

WHEREAS, section 2282(g)(1), also requires that an applicant submit a certification application which includes the approved test protocol, all of the test data, a copy of the complete test log prepared in accordance with subsection (g)(4)(C)(ii), and a demonstration that the candidate fuel meets the requirements for certification set forth in section 2282(g)(5);



Executive Order G-714-007

-2-

WHEREAS, section 2282(g)(6) directs the Executive Officer to issue an Executive Order certifying a diesel fuel formulation if he finds that the candidate fuel has been properly tested in accordance with the requirements of section 2282(g), and that the candidate fuel meets the performance criteria specified in section 2282(g)(5);

WHEREAS, section 2282(g)(6) also provides that the Executive order must specify that the certified diesel fuel formulation has the following specifications: (1) a sulfur content, total aromatic hydrocarbon content, polycyclic aromatic hydrocarbon content, and nitrogen content not exceeding that of the candidate fuel; (2) a cetane number not less than that of the candidate fuel; and (3) presence of all additives that were contained in the candidate fuel in a concentration not less than in the candidate fuel, except for an additive demonstrated by the applicant to have the sole effect of increasing cetane number;

WHEREAS, section 2282(g)(6) also provides that the Executive Order shall assign an identification name to the specific certified diesel fuel formulation;

WHEREAS, ARCO Products Company ("ARCO") submitted a proposed test protocol, dated February 11, 1993, for testing an alternative diesel fuel formulation, and this test protocol has been approved by the Air resources Board;

WHEREAS, ARCO has submitted an application, dated July 6, 1993 (the "Application") for certification of a diesel fuel formulation identified as Candidate #5;

WHEREAS, the specifications for Candidate #5 are listed in Attachment A of the Application;

WHEREAS, Attachment A of the Application identifies the sulfur content, total aromatic hydrocarbon content, polycyclic aromatic hydrocarbon content, and nitrogen content which the certified diesel fuel may have;

WHEREAS, Attachment A of the Application identifies the minimum cetane number diesel fuel may have and identifies the presence of all additives that must be included in the certified diesel fuel;

WHEREAS, ARCO has requested that the candidate fuel identified as Candidate #5 in Attachment A of the Application be identified as "ARCO Diesel D-25" in the certification;

WHEREAS, I find that the Application meets all of the requirements of section 2282(g)(1), that the candidate alternative diesel fuel formulation Candidate #5 has been tested in accordance with the requirements of section 2282(g)(4), and that ARCO has satisfactorily demonstrated that the candidate alternative diesel fuel formulation meets the performance criteria identified in section 2282(g)(5);

Executive Order G-714-007

-3-

WHEREAS, I find that (1) the sulfur content, total aromatic hydrocarbon content, polycyclic aromatic hydrocarbon content, and nitrogen content set forth in Attachment I hereto do not exceed that of ARCO's Candidate #5 diesel fuel identified in Attachment A of the Application; (2) the octane number set forth in Attachment I is not less than that of ARCO's Candidate #5 diesel fuel as identified in Attachment A of the Application; and (3) Attachment #1 hereto identifies all additives that were contained in ARCO's Candidate #5 diesel fuel as identified in Attachment A of the Application, in a concentration not less than in the candidate fuel, except for any additives demonstrated by ARCO to have the sole effect of increasing cetane number;

NOW, THEREFORE, IT IS ORDERED that ARCO's Candidate #5 diesel fuel is hereby certified as a certified fuel formulation under section 2282(g), and shall be identified as ARCO Diesel D-25.

BE IT FURTHER ORDERED that the certified diesel fuel formulation shall have a maximum sulfur content, total aromatic hydrocarbon content, polycyclic aromatic hydrocarbon content and nitrogen content, and minimum cetane number and additives concentration, as specified in Attachment I hereto.

Executed at Sacramento, California this 19th day of July, 1993.

James D. Boyd  
Executive Officer

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Elisabeth Ross, Finance Manager Advisor  
**SUBJECT:** RESOLUTION REVISING FY 06-07 BUDGET

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors adopt the attached resolution revising the FY 06-07 budget in accordance with Exhibit A (Attachment A) and authorize a change in the FY 06-07 staffing table for District Counsel to fund two Paralegal positions and no Legal Secretary position effective 4/01/07.**

## II. SUMMARY OF ISSUES

- As a result of required adjustments to operating expenses, the operating budget is recommended to be increased by a net \$560,000 for a new total of \$36,520,000 in operating expenses.
- The four changes in operating revenues are an increase in interest income as a result of higher treasury interest rates, the addition of the carryover sales tax allocation for the FY 06-07 wage adjustment for UTU fixed-route Bus Operators based on the labor agreement, an increase in sales tax revenue to reflect the year-to-date trend, and a new grant from AMBAG to fund the transit planning intern project.
- A number of operating expense adjustments are required at this time, as delineated in Exhibit A of Attachment A.
- Updating the capital improvement program results in a net increase of \$7,446,000 for ten new projects and an increase in one existing project. The revised capital improvement program totals \$45,935,809.
- Due to the nature of the current workload for the legal department, District Counsel is recommending conversion of one part-time Legal Secretary position to a Paralegal position, thereby providing two Paralegals in the department.

## III. DISCUSSION

### A. Operating Budget

The detailed list of changes to the FY 06-07 operating revenues is shown on Exhibit A of Attachment A following the budget resolution. The first revenue change is an increase in interest income. Interest rates were budgeted at 4.6% but for the first six months of the fiscal year, the

rates have averaged 5.2%. The treasury balance is also higher than anticipated due to some delays in capital expenditures.

The second revenue change is the addition of \$77,697 in carryover sales tax funds which are allocated under the UTU labor agreement on a formula basis to provide the FY 06-07 wage adjustment to the fixed-route Bus Operators. The amount was determined in late August following preliminary close of the District's books for FY 05-06, and later verified by the auditors.

In general, sales tax revenue for FY 06-07 is ahead of budget, so additional funding is available for the increased expenses described below. Finally, a small grant has been approved by AMBAG to provide planning interns on a rotational basis with other Monterey Bay agencies.

Under operating expense changes, detailed expense adjustments are listed in Attachment A, Exhibit A. The largest expense changes are as follows:

- Bus operator pay has been increased by \$77,697 to match the sales tax carryover discussed above.
- Security services has been increased by \$51,240 to make the final payment to the Santa Cruz Police Department for services of a police officer at Pacific Station. This program concluded last fiscal year, but SCPD had not billed the District for the remaining balance due until FY 06-07.
- As a result of the expiration of warranties on many new buses purchased recently, vehicle parts expense must be increased by \$244,000 to cover the cost of parts in FY 06-07.
- Since the District may not pay medical insurance premiums to CalPERS for retirees at a lower level than for active employees under PEMHCA, many UTU retirees who retired with a \$600 cap on their premium participation by the District are now receiving higher premium contributions since the UTU premium participation structure has changed for active employees. At the time the budget was developed last year, the District's share for these retirees was projected using the \$600 cap. The premiums the District is now paying will result in an increase of \$82,00 over the original budget amount.

In addition, it is proposed that the part-time Legal Secretary in District Counsel's office be converted to a full-time Paralegal position effective 4/01/07. This will provide a higher level of expertise to address the nature and volume of the current workload in the department.

**B. Capital Improvement Program**

The largest new capital project is the purchase and renovation of the Vernon Street building for Administration and Facilities Maintenance at an estimated cost of \$7,100,000. Funding will be provided by the increase in State Transit Assistance (STA) funding, sales tax carryover funds and District reserves.

The District will also be purchasing seven driver shuttle vehicles for Bus Operator relief at a cost of \$105,000. This will reduce operating expenses since the vehicles will no longer be leased.

**IV. FINANCIAL CONSIDERATIONS**

Adoption of the resolution will increase the total FY 06-07 operating expenses by \$560,000, and increase the capital improvement program by \$7,446,000.

**V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing a Revision to the FY 06-07 Budget, followed by a list of specific changes (Exhibit A).

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

Resolution No. \_\_\_\_\_

On the Motion of Director \_\_\_\_\_

Duly Seconded by Director \_\_\_\_\_

The following Resolution is adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING A REVISION TO THE FY 06-07 BUDGET**

**WHEREAS**, it is necessary to revise the adopted FY 06-07 budget of the Santa Cruz Metropolitan Transit District to provide for changes in operating revenue, operating expense, and the capital improvement program.

**NOW, THEREFORE, BE IT RESOLVED**, the budget is hereby amended per the attached Exhibit A.

**PASSED AND ADOPTED** this 26th day of January, 2007, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved \_\_\_\_\_

MIKE ROTKIN  
Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

**EXHIBIT A  
RECOMMENDED BUDGET REVISIONS  
FY 06-07  
JANUARY 2007**

	AMOUNT	TOTALS
<b><u>OPERATING REVENUE</u></b>		
Increase interest income to reflect higher rates	\$ 300,000	
Add carryover sales tax allocation for UTU wage adjustment per labor agreement	\$ 77,697	
Increase sales tax to reflect year-to-date trend	\$ 167,303	
Add AMBAG grant for intern project	\$ 15,000	
<b>TOTAL</b>		<b>\$ 560,000</b>

	DEPT	ACCOUNT	AMOUNT	TOTALS
<b><u>OPERATING EXPENSE</u></b>				
Add grant-funded transit planning intern project	9014	503031	\$ 16,500	
Decrease LTD insurance expense to reflect lower renewal rate than projected in budget	all	502061	\$ (19,000)	
Increase fixed route bus operator pay to reflect UTU pay adjustment based on sales tax carryover	3300	501011	\$ 77,697	
Add expenses for Metro's 30th anniversary event	1100	502061	\$ 1,500	
Increase prof services for search firm, court reporting	1400	503031	\$ 11,300	
Increase employment exams for new employees	1400	503034	\$ 1,650	
Increase classified ads for recruitments	1400	503221	\$ 7,000	
Increase employee training for tuition and books	1400	509121	\$ 3,924	
Add Transit Supervisor safety training	1400	509121	\$ 1,000	
Add travel for Transit Supervisor safety training	1100	509123	\$ 4,000	
Add IT user training	1500	509121	\$ 4,650	
Add HASTUS Bus Operator scheduling training	1500	509121	\$ 40,000	
Convert part-time Legal Secretary position to full-time Paralegal position effective 4/01/07	1700	501021	\$ 7,139	
Add free ParaCruz ride coupons for public outreach	3100	509150	\$ 150	
Increase ParaCruz facility rent to reflect CPI adj	3100	512011	\$ 2,000	

11.a2

**EXHIBIT A  
RECOMMENDED BUDGET REVISIONS  
FY 06-07  
JANUARY 2007**

	DEPT	ACCOUNT	AMOUNT	TOTALS
Increase security services for share of SCPD officer in prior fiscal year	3200	503171	\$ 51,240	
Add 20 traffic delineators for skills course training	3200	504315	\$ 450	
Add multimedia projector for Operator training	3200	504311	\$ 800	
Add wireless demo for Hwy 17 bus (1 unit for 1 year)	3200	505031	\$ 6,000	
Increase revenue vehicle parts expense due to expiration of warranties on new buses	4100	504191	\$ 244,000	
Decrease retiree medical premiums to reflect transfer to supplemental payments for lower CalPERS caps	9005	502031	\$ (19,700)	
Increase retiree medical premiums to cover higher premium payments for UTU retirees who retired under the \$600 cap and now receive the same coverage level as active employees per PEMHCA	9005	502031	\$ 82,000	
Increase retiree supplemental payments to cover retroactive adjustment for prior fiscal year	9005	502999	\$ 16,000	
Increase retiree supplemental payments to reflect lower CalPERS cap for SEIU retirees at 100% HMO level	9005	502999	\$ 9,200	
Increase retiree supplemental payments to reflect lower CalPERS cap for UTU retirees with employee only coverage	9005	502999	\$ 10,500	
<b>TOTAL</b>				<b>\$ 560,000</b>

**11.a3**



**EXHIBIT A  
RECOMMENDED BUDGET REVISIONS  
FY 06-07  
JANUARY 2007**

	<b>DEPT</b>	<b>AMOUNT</b>	<b>TOTALS</b>
<b><u>CAPITAL FUNDING</u></b>			
Increase STA allocation per SCCRTC		\$ 2,914,189	
Add state funding for bike rack project		\$ 81,000	
Add state funding for CNG conversion		\$ 1,360,000	
Add carryover for Vernon project		\$ 1,327,914	
Increase use of District reserves		<u>\$ 1,762,897</u>	
<b>TOTAL</b>			<b>\$ 7,446,000</b>
<b><u>CAPITAL PROJECTS</u></b>			
Add grant-funded bike rack project		\$ 90,000	
Add purchase and renovation of Vernon building		\$ 7,100,000	
Add bus engine rebuilds (4)		\$ 72,000	
Add noise meter for Fleet Maintenance		\$ 2,400	
Add mobile sweeper and trailer for Fleet Maint		\$ 45,000	
Add IT projects:			
- New and replacement laptops (5)		\$ 8,000	
- GIS workstation, software, and large format printer		\$ 8,000	
- Tape drive		\$ 2,700	
- Replacement laser printers (4)		\$ 12,000	
Add purchase of shuttle cars for Bus Op relief (7)		\$ 105,000	
Increase cost of four fireproof file cabinets for HR		<u>\$ 900</u>	
<b>TOTAL</b>			<b>\$ 7,446,000</b>

**11.24**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT: CONSIDER APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors approve the salary range adjustments to the positions of: Administrative Assistant, Administrative Secretary/Supervisor, Administrative Coordinator and Transit Supervisor**

## II. SUMMARY OF ISSUES

- The Memorandum of Understanding (MOU) between METRO and SEIU Local 415 states that METRO will conduct salary surveys for up to three positions at the union's request.
- In December 2005 the union requested a wage survey be conducted and identified three positions.
- Due to negotiations and changes to staff the completion of the salary survey was delayed with the approval of SEIU Local 415 with the understanding that any wage scale adjustments would be retroactive.
- The wage survey was conducted and wages for the specified positions were compared to wages paid for like positions at local agencies and other transit entities.
- Based on the results of the wage survey it is recommended that the wage scale for two of the three positions be modified.
- As a result of the modification of the wage scale for the Administrative Assistant class specification, two positions, which are part of the Administrative career ladder, are impacted by this change.
- Modifications of the wage scale for two additional positions are also being recommended as a result of compaction.

## III. DISCUSSION

The current SEIU Local 415 MOU requires METRO to complete a wage survey for up to three positions at a time if requested by the union. In December 2005 the union requested the following positions be reviewed: Administrative Assistant, Mechanic II and Transit Supervisor. The class specifications for these positions were sent to 13 organizations. 11 Transit Agencies

throughout the state, the County of Santa Cruz and City of Santa Cruz. The union and METRO had previously agreed on the agencies to be surveyed. 11 of the 13 organizations responded. The class specifications were reviewed to determine if like positions were similar enough for the wage information to be included in the survey.

The SEIU contract states that METRO will complete the salary survey within 6 months. Due to negotiations and changes in personnel the study was not completed on schedule. SEIU agreed to an extension of the completion date with the understanding that any recommendations for wage scale changes would be retroactive to the first pay period in the 2006/2007 fiscal year.

After comparing the salary range at METRO with other transit agencies, Santa Cruz County and City I would recommend adjustments to the wage scale of the Administrative Assistant and Transit Supervisor. A 5% wage scale adjustment effective July 13, 2006 is recommended for the Transit Supervisors. The wage scale for the Administrative Assistant was found to be significantly lower than those agencies surveyed so the recommendation is to increase the wage scale over a two-year period. It is recommended that a 7% adjustment to the wage scale be made effective July 13, 2006 and June 28, 2007. This adjustment does not include the negotiated wage scale adjustment of 2% effective July 13, 2006 and June 28, 2007.

The Administrative Secretary/Supervisor and the Administrative Services Coordinator would be affected by the wage scale adjustment of the Administrative Assistant. To maintain the same percentage difference between the Administrative Assistant wage scale and the two supervisory positions mentioned it is recommended that the wage scales for those position also be adjusted by the same percentage and timetable as the Administrative Assistant. It would also be recommended that the Administrative Secretary/Supervisor title be adjusted to Administrative Assistant/Supervisor to agree with a previous title change to the Administrative Assistant job classification.

Human Resources has obtained concurrence of the adjusted wage scale from SEIU Local 415.

#### **IV. FINANCIAL CONSIDERATIONS**

The incumbents would receive a raises based on the new wage scale and their years of service with METRO. The new wage scale and the total cost for the 2006/2007 and 2007/2008 fiscal years are attached for review.

#### **V. ATTACHMENTS**

**Attachment A:** Wage scales and financial impact information.

## ADMINISTRATIVE ASSISTANT WAGE SURVEY DATA December 2006

Current wage scale (2% negotiated increase included):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
16.37	17.19	18.03	18.95	19.90	20.89	21.93	22.98

Proposed increase:

July 13 2006 7% wage survey increase

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
17.52	18.40	19.32	20.29	21.30	22.37	23.49	24.61

Proposed increase:

June 28, 2007 9% increase (7% for wage survey 2% negotiated increase)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
19.10	20.06	21.06	22.11	23.22	24.38	25.60	26.82

Due to compression two other positions must be adjusted:

### **Administrative Secretary/Supervisor\***

Current wage scale (2% negotiated increase included) :

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
17.19	18.03	18.95	19.91	20.88	21.92	23.02	24.11

Proposed increases using model listed above:

July 13, 2006 7% wage survey increase

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
18.39	19.31	20.28	21.29	22.35	23.47	24.64	25.82

June 28, 2007 9% increase (7% for wage survey 2% negotiated)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
20.05	21.05	22.10	23.21	24.37	25.59	26.87	28.15

\* Title will be changed to Administrative Assistant/Supervisor to agree with Administrative Assistant language.

12.a1

**Administrative Services Coordinator**

Current wage scale (2% negotiated increase included) :

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
21.87	22.95	24.11	25.32	26.61	27.95	29.35	32.29

Proposed increases using model listed above:

July 13, 2006 7% wage survey increase

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
23.40	24.57	25.80	27.09	28.44	29.86	31.35	32.85

June 28, 2007 9% increase (7% for wage survey 2% negotiated)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
25.51	26.78	28.12	29.53	31.00	32.55	34.18	35.80

**Cost to METRO for 06/07 and 07/08 fiscal years equals - \$52,891**

12.a2

## **TRANSIT SUPERVISOR WAGE SURVEY DATA**

Current wage scale (2% negotiated increase included)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
22.13	23.23	24.40	25.59	26.87	28.21	29.62	31.03

July 13, 2006 5% for wage survey

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
23.24	24.40	25.62	26.90	28.25	29.66	31.14	32.63

June 28, 2007 2% negotiated increase

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
23.70	24.89	26.13	27.44	28.81	30.25	31.76	33.27

**Cost to METRO for 06/07 and 07/08 fiscal years equals - \$77,772**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors approve the wage scale adjustment to the position of Paratransit Superintendent**

## II. SUMMARY OF ISSUES

- When the Paracruz division was brought in-house, a wage scale was created for the Paratransit Superintendent position without a wage comparison from other agencies.
- Most Paratransit programs are operated by private companies who were not willing to share salary information for management positions.
- The Paratransit Superintendent is a third level of management. This additional level does not exist at other departments of METRO.
- The difference between the wage scale for Managers and Assistant Managers within METRO were compared to the difference between the wage scale for the Paratransit Administrator and the Paratransit Superintendent.
- The comparison showed a much larger difference between the wage scale for the Paratransit Administrator and the Paratransit Superintendent than that of other Managers and Assist Managers within METRO.
- It is recommended that the Board approve a change to the wage scale of the Paratransit Superintendent as a result of the comparative study.

## III. DISCUSSION

When the Paracruz department was developed, the position of Paratransit Administrator was considered comparable to the Base Superintendent position and received the same wage scale. When Paracruz was brought in-house approximately 2 years ago the Paratransit Superintendent position was created and a wage scale determined. The wage scale for the Paratransit Superintendent could not be developed by reviewing the wage scales at other agencies because most Transit Districts contract for Paratransit services from private outside vendors.

Other departments in METRO have two managers per department. The Paracruz department is part of the Operations department under the direction of the Operations Manager. The Paratransit Administrator functions as the Assistant Manager for the Paracruz department; the Base Superintendent functions as the Assistant Manager for the fixed route department. The Paratransit Superintendent adds a third layer of management to the Paracruz department of METRO. Due to the daily complexities inherent in running a Paratransit service, the functions of the Paratransit Superintendent are instrumental to the successful operations of the department.

The percentage difference between the wage scales for the Paratransit Administrator and the Paratransit Superintendent is 44.4%. The percentage difference between the wage scales for managers responsible for one department (Finance and Human Resources) and the Assistant Manager are for those departments is 19.7%.

(The Operations Manager and Maintenance Manager are both responsible for two departments, so their wage scales were not considered for this comparison.)

It is recommended that the percentage difference between the wage scales for the Paratransit Administrator and the Paratransit Superintendent be adjusted to 19.7%. This would be accomplished by adjusting the wage scale for the Paratransit Superintendent effective on the beginning of the pay period following Board approval.

#### **IV. FINANCIAL CONSIDERATIONS**

The projected annualized cost for this adjustment is \$13,250.

#### **V. ATTACHMENTS**

**Attachment A:** Revised wage scale for the Paratransit Superintendent



**PARATRANSIT SUPERINTENDENT  
ADJUSTED WAGE SCALE**

Current wage scale (includes 2% contractual increase)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
21.90	23.00	24.16	25.36	26.62	27.97	29.37	30.77

December 28, 2006 increase

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
26.43	27.76	29.16	30.61	32.13	33.76	35.45	37.14

June 28, 2007 (2% contractual increase):

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	5% long	10% long
26.96	28.32	29.74	31.22	32.77	34.44	36.16	37.88

13.a1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** January 26, 2007

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERTION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT.**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into an Interagency Agreement with either Caltrans, or the City of Watsonville, in an amount not to exceed \$175,000 for the construction of seven bus stops in conjunction with the highway 152 Reconstruction Project.**

## II. SUMMARY OF ISSUES

- The California Department of Transportation (Caltrans) has awarded a contract for the reconstruction of Highway 152 through Watsonville.
- The planned reconstruction of Highway 152 by Caltrans does not include funding for the improvement of seven major bus stops that are located on this route.
- The projected cost to improve the bus stops located on Highway 152, including the improvements needed to make the stops accessible and the concrete bus pads needed to protect the highway is anticipated to be approximately \$175,000.
- METRO has funds available for the types of bus stop improvements needed in the Highway 152 corridor in the FY 2007 Budget.
- METRO and the City of Watsonville have requested that Caltrans issue a Change Order to their construction contract to include the necessary work at the bus stops and enter into an Interagency Agreement with METRO for reimbursement. Caltrans staff members have not been encouraging with regard to the Change Order request and have indicated that they will issue a final decision by January 31, 2007.
- If Caltrans rejects the request to issue a reimbursable Change Order for the bus stop work on Highway 152 the most cost effective method for the work to be accomplished simultaneously with the highway reconstruction is to contract with the same contractor so that the work can be incorporated into the schedule of construction activities.

- METRO has requested that the City of Watsonville consider acting as the Lead Agency on the Highway 152 bus stop project if Caltrans declines to issue a Change Order.
- The construction work on the Highway 152 project is scheduled to commence immediately. Therefore, in the event that Caltrans decides to issue a Change Order for the bus stop construction, staff recommends that the General Manager be authorized to execute an Interagency Agreement to reimburse Caltrans for the work in an amount not to exceed \$175,000.
- In the event that Caltrans issues a final negative decision with regard to issuing a Change Order staff recommends that METRO request that the City of Watsonville act as the Lead Agency for the construction of the bus stop improvements and that the General Manager be authorized to enter into an Interagency Agreement with the City of Watsonville to fund the improvements in an amount not to exceed \$175,000.

### **III. DISCUSSION**

The California Department of Transportation (Caltrans) has awarded a contract for the reconstruction of Highway 152 in Watsonville. A description of the Caltrans project is attached to this Staff Report. Caltrans did not include the reconstruction of the seven major bus stops in this segment of the Highway 152 corridor in their project. METRO is concerned that, in the absence of any action, the highway reconstruction will be completed, and then we will have to tear it back up to construct the bus stop improvements. We want to avoid this double construction action if possible.

The projected cost to improve the bus stops located on Highway 152, including the improvements needed to make the stops accessible and the concrete bus pads needed to protect the highway is anticipated to be approximately \$175,000. METRO has funds available for the types of bus stop improvements needed in the Highway 152 corridor in the FY 2007 Budget.

METRO and the City of Watsonville have requested that Caltrans issue a Change Order to their construction contract to include the necessary work at the bus stops and enter into an Interagency Agreement with METRO for reimbursement. Caltrans staff members have not been encouraging with regard to the Change Order request and have indicated that they will issue a final decision by January 31, 2007. If Caltrans rejects the request to issue a reimbursable Change Order for the bus stop work on Highway 152 the most cost effective method for the work to be accomplished simultaneously with the highway reconstruction is to contract with the same contractor so that the work can be incorporated into the schedule of construction activities. METRO has requested that the City of Watsonville consider acting as the Lead Agency for the construction of the Highway 152 bus stops.

The construction work on the Highway 152 project is scheduled to commence immediately. Therefore, in the event that Caltrans decides to issue a Change Order for the bus stop construction, staff recommends that the General Manager be authorized to execute an

Interagency Agreement to reimburse Caltrans for the work in an amount not to exceed \$175,000. In the event that Caltrans issues a final negative decision with regard to issuing a Change Order staff recommends that METRO request that the City of Watsonville act as the Lead Agency for the construction of the bus stop improvements and that the General Manager be authorized to enter into an Interagency Agreement with the City of Watsonville to fund the improvements in an amount not to exceed \$175,000.

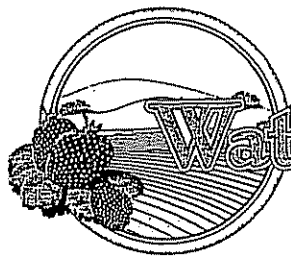
In the event that neither Caltrans nor the City of Watsonville is receptive to serving as the lead agency for the construction of the bus stops on Highway 152 staff will return to the Board of Directors for further direction on this project.

#### **IV. FINANCIAL CONSIDERATIONS**

Funds for the construction of the bus stop improvements are available in the FY 2007 METRO Budget.

#### **V. ATTACHMENTS**

**Attachment A:** Caltrans Highway 152 Project Description



## Highway 152

# Watsonville Rehab Project

## Fact Sheet/Frequently Asked Questions

1. **Where is the project located?** Through Watsonville on Main Street, Beach Street, Lincoln Street, and Lake Street. The project starts at the Route 1/152 Junction at Holm Road and continues to 0.02 miles northeast of Beverly Drive North.
2. **How many miles long is the project?** About 4 miles.
3. **When will the project begin construction?** October 2006.
4. **When will the project be completed?** Fall 2007, weather permitting.
5. **What is the project cost?** Estimated \$10.5 million.
6. **What funds are paying for the project?** This is a SHOPP (State Highway Operation and Protection Plan) project, which is funded from the State Highway Account.
7. **Describe main work elements of the project.** Construction work includes the following:
  - Varying depths of the old asphalt pavement will be removed by a cold planing machine and replaced throughout the project. Typically all of the surface pavement will be removed from shoulder to shoulder. Residents should expect intermittent periods of noise and dust. These activities will remove all potholes and cracked pavements, strengthen the roadway, and add many years to its service life.
  - The westbound shoulder will be widened from 1.2 to 2.4 meters (4 to 8 feet) from Wagner to Beverly Drive North. New concrete curb and gutter will be added to the shoulder, and new driveways will be provided to maintain access to homes and agricultural areas.
  - Pedestrian access will be improved by replacing most curb ramps and improving many commercial and residential driveways. Some sidewalk segments will be removed and replaced with new. The mid-block pedestrian crossings on Main Street between Fifth Street and Lake Street and between Lake Street and Beach Street will be modified to improve safety for both pedestrians and motorists.
  - Storm water drainage systems will be improved at Watsonville Slough, the intersection of Lake Street and Main Street, the intersection of Lake Street and Carr/Sudden Street, and in the area of shoulder widening.
8. **Does the project include widening the highway?** The westbound shoulder will be widened from 1.2 to 2.4 meters (4 to 8 feet) from Wagner to Beverly Drive North. This is the only widening taking place.
9. **Why are the bulb-outs being modified?** The bulb-outs are being modified to enhance safety for pedestrians and motorists. Once modified, the bulb-outs will be about two-feet narrower on each side of the roadway. This will provide a shoulder where there is none now, and better lane widths through the bulb-outs. The crosswalks will remain.
10. **What will happen to the existing landscaping?** Existing street trees will be preserved. Other landscaping will be preserved as much as is feasible. Decorative sidewalk portions will be replaced if they need to be modified for pedestrian accessibility.
11. **Where will construction begin?** Construction will occur at various locations and times within the project limits. Construction activities may occur simultaneously at different locations to reduce the total duration of disruption. Construction and reconstruction of curb gutter and sidewalk will be limited to three blocks at a time minimizing disturbance to pedestrians.
12. **How often will paving occur?** About 80 percent of the construction time will be devoted to cold planing and paving.
13. **Will there be any lane closures during construction?** Yes. However, one lane in both directions will remain open at all times. When possible, a turning lane will be provided.

For project updates, or more information, please call  
Susana Z Cruz, Caltrans public information officer, at 831-423-0396.



# Highway 152 Watsonville Rehab Project PROJECT MAP

## SCHEDULE

Construction is expected to begin by November 2006  
and end by October 2007

## ESTIMATED COST

The Project is estimated to cost \$10,500,000.00

