

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
JANUARY 12, 2007 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

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

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. a. ROLL CALL
- b. CONSIDERATION OF:
 - 1) NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS,
 - 2) NOMINATIONS FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,
 - 3) NOMINATIONS FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007Presented by: Les White, General Manager
Staff Report: Attached
2. ORAL AND WRITTEN COMMUNICATION
 - a. Eric M. Re: Service Suggestion
 - b. Larry D. Mungoli 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: Attached
PAGE 1 OF THE DECEMBER RIDERSHIP REPORT WILL BE INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: NONE
- 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. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **WILL BE INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
- 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 INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET**
- 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. 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

Staff Report: Attached

ACTION REQUESTED AT THE JANUARY 12, 2007 BOARD MEETING

- 5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS

Staff Report: Attached

REGULAR AGENDA

6. **DELETED: THERE WERE NO EMPLOYEE ANNIVERSARIES IN DECEMBER**
(PRESENTATION OF EMPLOYEE LONGEVITY AWARDS)

7. CONSIDERATION OF APPROVAL 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

THIS PRESENTATION WILL TAKE PLACE AT THE JANUARY 26, 2007 BOARD MEETING

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

PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M. AT THE JANUARY 26, 2007 BOARD MEETING

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

Presented By: Tom Stickel, Maintenance Manager

Staff Report: Attached

ACTION REQUESTED AT THE JANUARY 12, 2007 BOARD MEETING

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY

Presented By: Tom Stickel, Maintenance Manager
Staff Report: Attached

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

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH 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

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

a. Agency Negotiators: Leslie R. White, General Manager
Mark Dorfman, Assistant General Manager
Robyn Slater, Human Resources Manager

1. Employee Organization: Service Employees International Union
(SEIU), Local 415

b. Agency Negotiators: Leslie R. White, General Manager
Mark Dorfman, Assistant General Manager
Robyn Slater, Human Resources Manager

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

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 12, 2007

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF:

- 1) **NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) **NOMINATIONS FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY, AND**
- 3) **NOMINATIONS FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007**

I. RECOMMENDED ACTION

That the Board of Directors identify nominees from the Board to be considered for election to the positions of Board Chair, Vice Chair, Representative and Alternate to the Highway 1 Construction Authority, 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 nominate members to be considered for election to the positions of Chair and Vice Chair.
- It is necessary for the Board of Directors to nominate members to be considered for election 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 nominate members to be considered for election to the three positions and three alternate positions that are provided for METRO.
- Currently elections for the positions referenced in this Staff Report are scheduled to be held at the January 26, 2007 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.

1-b.1

Staff recommends that the Board of Directors identify members to be nominees for the positions of Chair, Vice Chair, HCA appointee and alternate, and SCCRTC appointees and alternates. The election of nominees to the referenced positions is scheduled to be held January 26, 2007.

IV. FINANCIAL CONSIDERATIONS

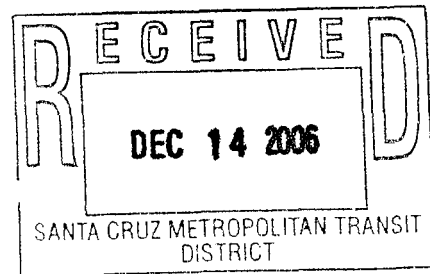
Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2007 Operating Budget.

V. ATTACHMENTS

None

1-b.2

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 6th 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.

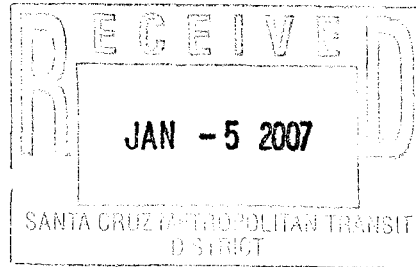
Sincerely

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.

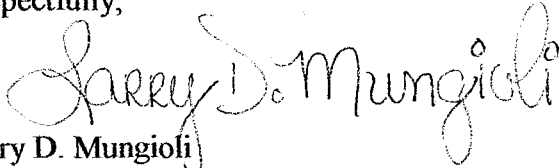
I believe an organization must have a unified stance and firm commitment if it is to be successful. Therefore, I hope my concerns are received with open minds and a willingness to bring about safe, professional, and reliable service. I also hope that we can

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. Mungiola". The signature is written in a cursive style with a large initial "L" and a distinct "D" and "M".

Larry D. Mungiola
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:

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

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

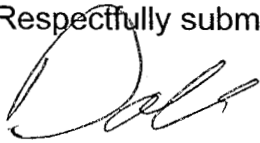
18. REPORT OF CLOSED SESSION

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	

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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	

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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	

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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	

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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
 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 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
TOTAL	\$175,139.95	493,209	229,017	16,594	1,634	9,642	1,695	1,224	24,516	12,390	106,530

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
TOTAL	6,234

November Ridership	522,441
November Revenue	\$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

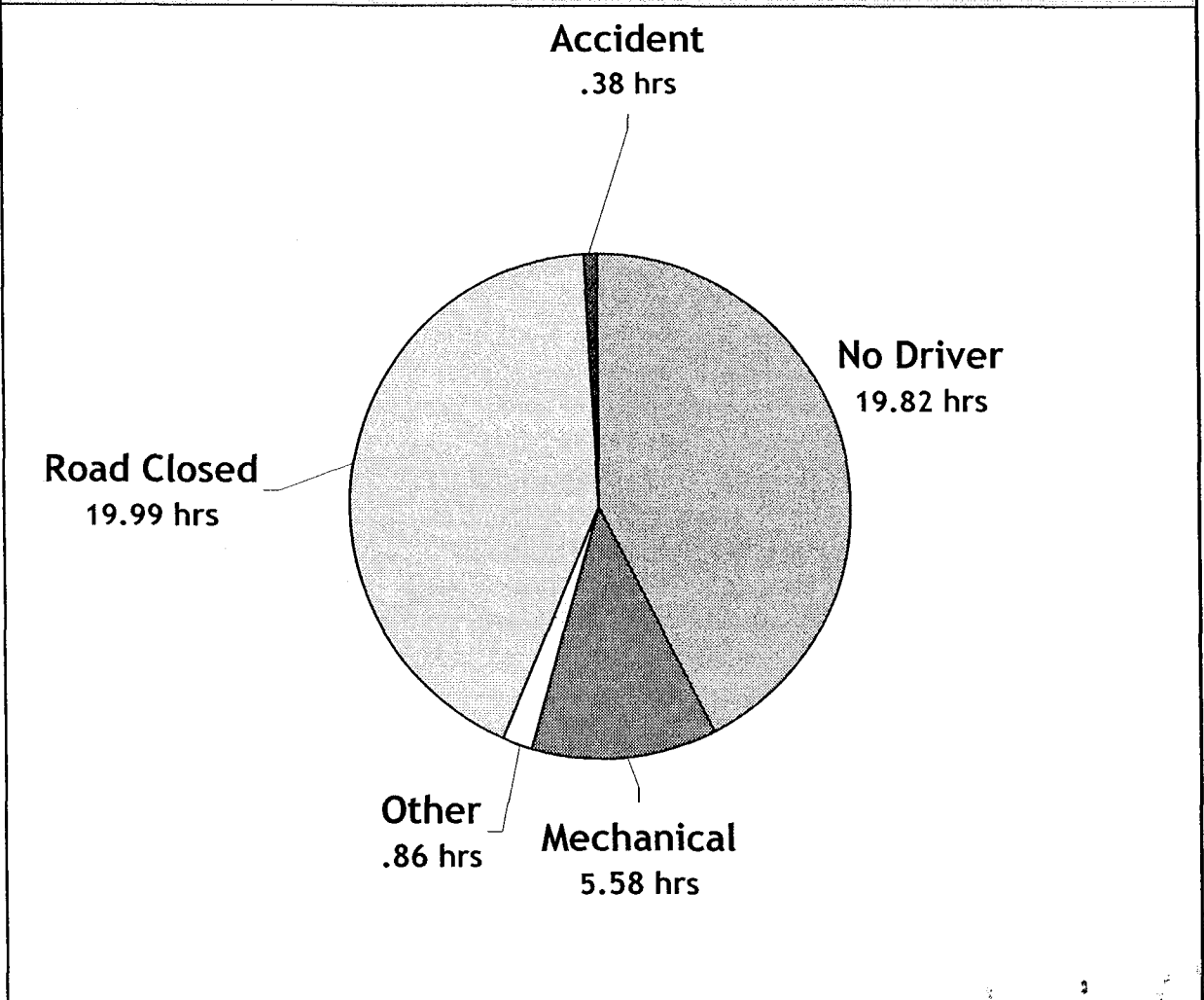
Note: Lift operating problems that cause delays of less than 30 minutes.

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		
TOTAL	83.76	1,312.17	756.76	12,403.50	114.95	1,542.32

Dropped Service Breakdown for November 2006

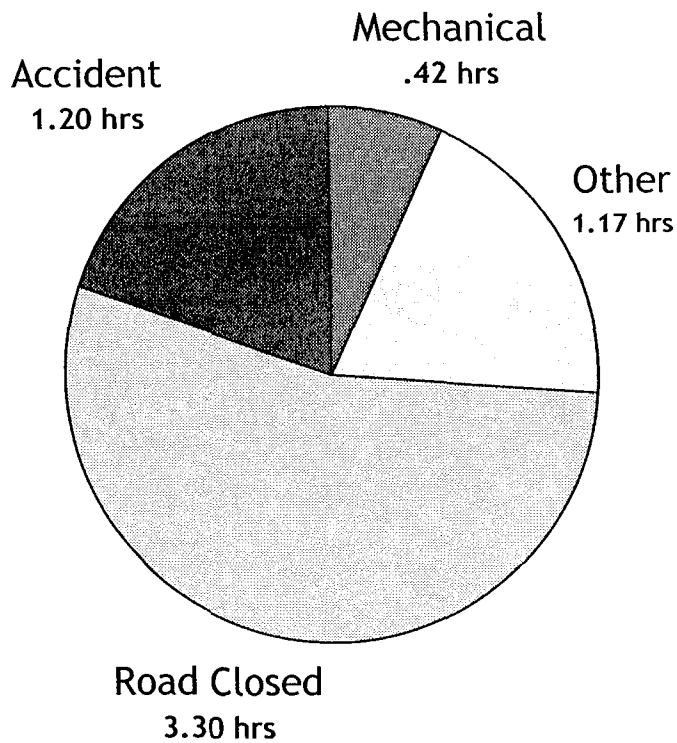


5-3.5

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		
TOTAL	83.76	1,312.17	756.76	12,403.50	121.04	1,686.15

Dropped Service Breakdown for December 2006



5-3.6



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/WRITTEN 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 22nd 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 Muzak¹ in hopes to discourage gathering (this has been affective at other downtown locations), removing the bike rack directly in front

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

5-5.6

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 13TH OR WEDNESDAY, DECEMBER 20TH.

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.

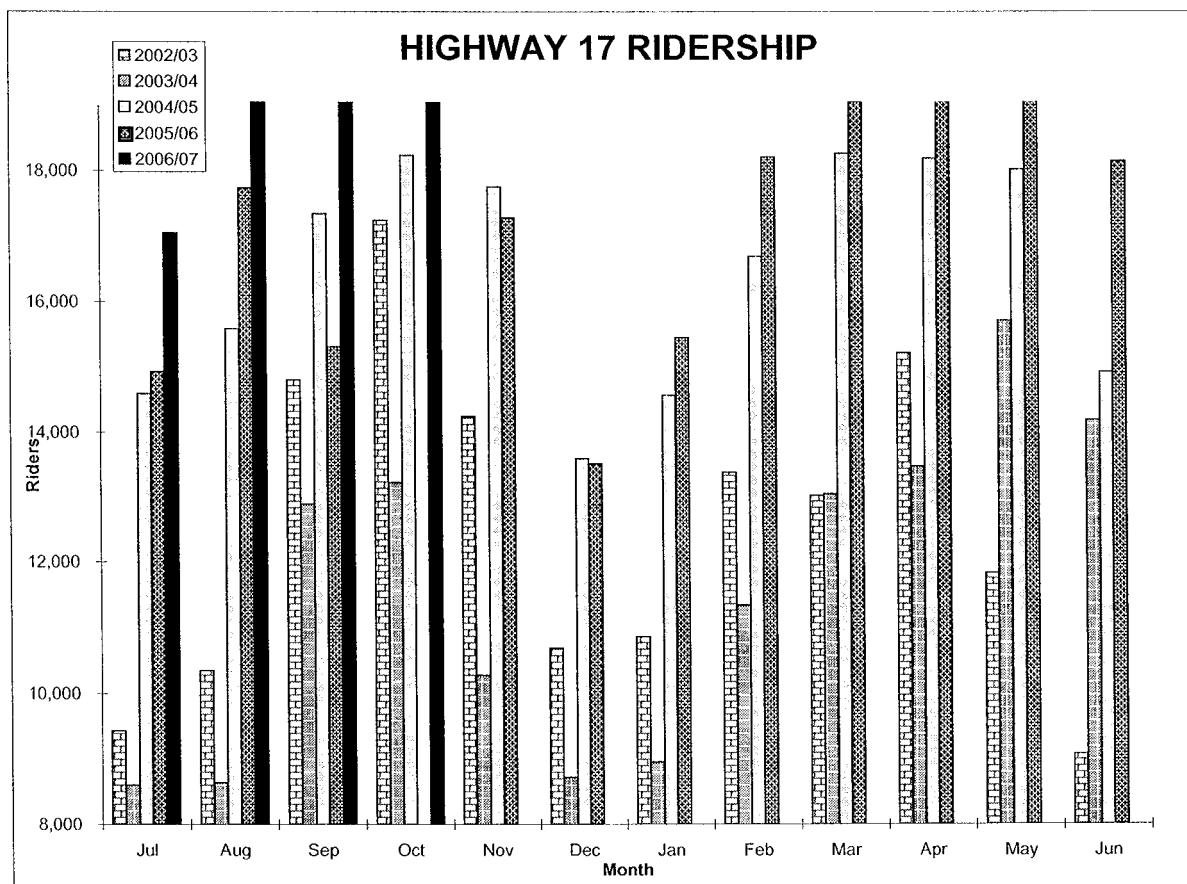
Respectfully submitted,



DALE HAMILTON
Administrative Assistant

HIGHWAY 17 - OCTOBER 2006

	OCTOBER			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
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%)
STATISTICS						
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%
PRODUCTIVITY						
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

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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).

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

	October 05	October 06	Fiscal 06 YTD	Fiscal 07 YTD
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

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

October	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
2006 Total	293,997	19,282	11,404.1	792.6
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

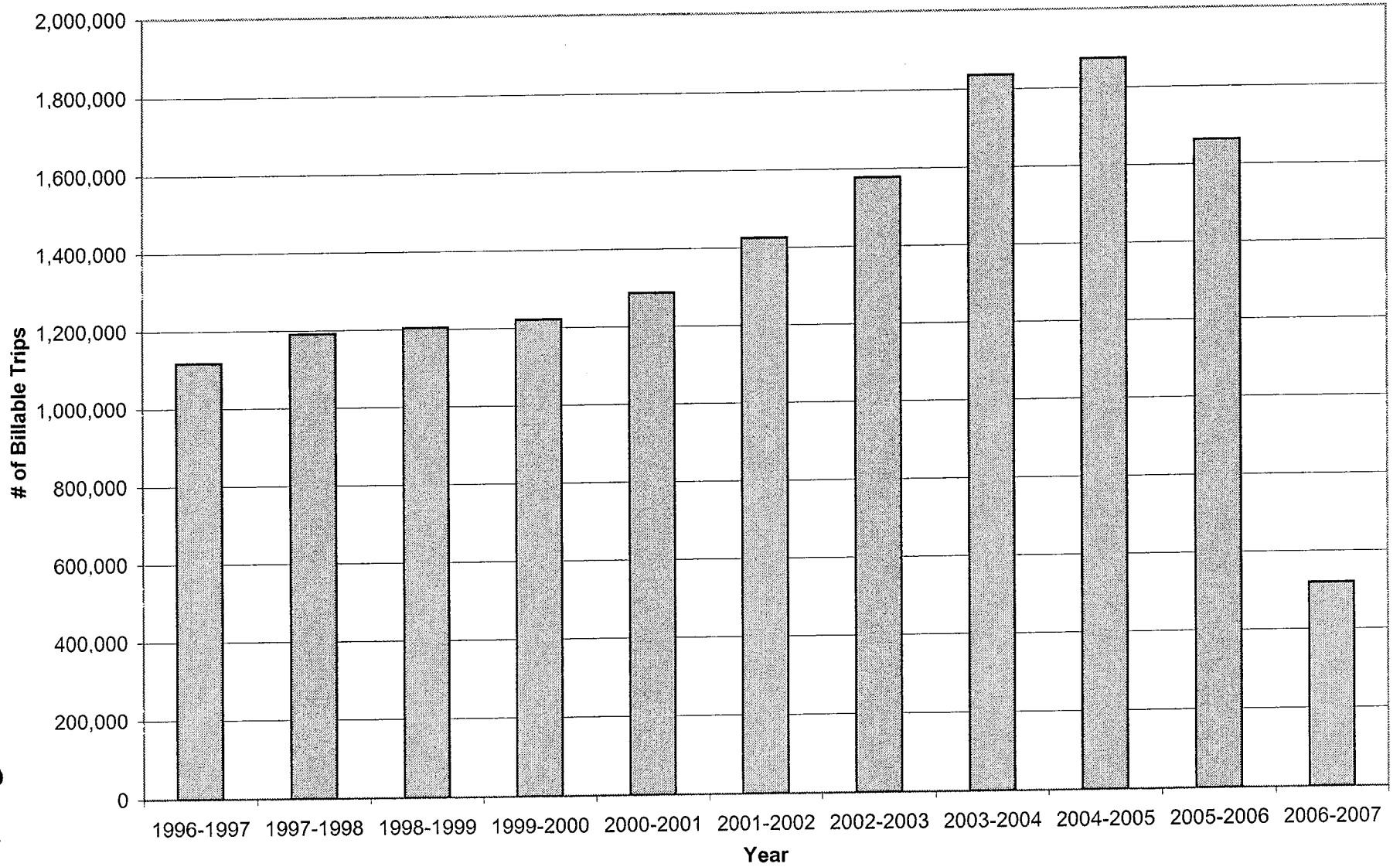
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

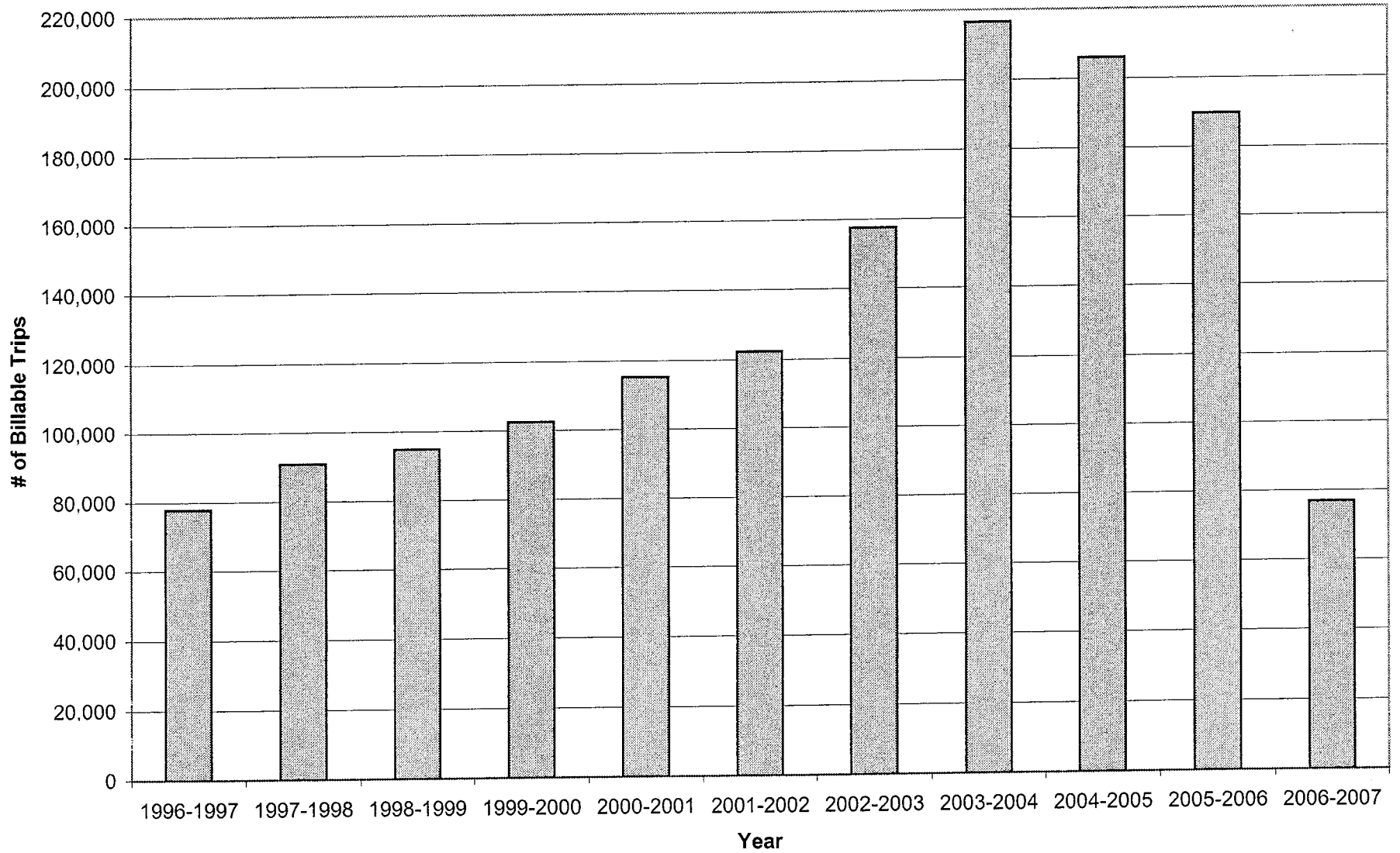
5-9.2

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: **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 4th, 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 14th. 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 29th 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,

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 Schiffirin 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

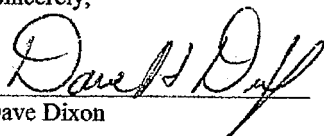
As you are aware there has been many changes in our industry this past year. Bandag announced their joining with Bridgestone, Goodyear's strike, the untimely death of Michilens CEO and owner.

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 12, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: 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 PROGRAM DEADLINE

ACTION REQUESTED AT THE JANUARY 12, 2007 BOARD MEETING

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to execute a time only amendment to the contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals for the purposes of extending the completion date of the contract, and to extend the Program Deadline.

II. SUMMARY OF ISSUES

- The District entered into a contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals on July 1, 2005.
- In May of last year there was an extension to January 24, 2007.
- On December 16, 2005, the Board of Directors revised Administrative Regulation AR-1002 to conduct a ADA/504 review of Metro's current services, programs and activities to complete the work and submit the findings to the Board of Directors.
- Due to the Holidays and some logistical problems the consultant was unable to get a draft circulated.
- District staff recommends that the Board of Directors authorize the General Manager to execute a time only amendment to the contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to extend the term of the contract to June 30, 2007, and to amend AR-1002 with the revised date.

III. DISCUSSION

The District entered into a contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals as required by Administrative Regulation AR-1002. Last May, the Board granted an extension of the contract to January 24, 2007. Contractor was to complete the work and submit the findings

5-15.1

to the Board of Directors in January of this year. Due to some logistical delays and the holidays, the Contractor was unable to get a draft circulated to staff and MAC prior to bringing the report to the Board. This time-only extension will allow the work to get done and circulated to all parties. This action will also allow for the amendment of AR-1002 to correspond to the new completion date.

District staff recommends that the Board of Directors authorize the General Manager to execute a time-only amendment to the contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to extend the term of the contract to June 30, 2007, and to make AR-1002 consistent with the new completion date.

IV. FINANCIAL CONSIDERATIONS

No financial implications from this action.

V. ATTACHMENTS

Attachment A: NONE

5-15.2

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

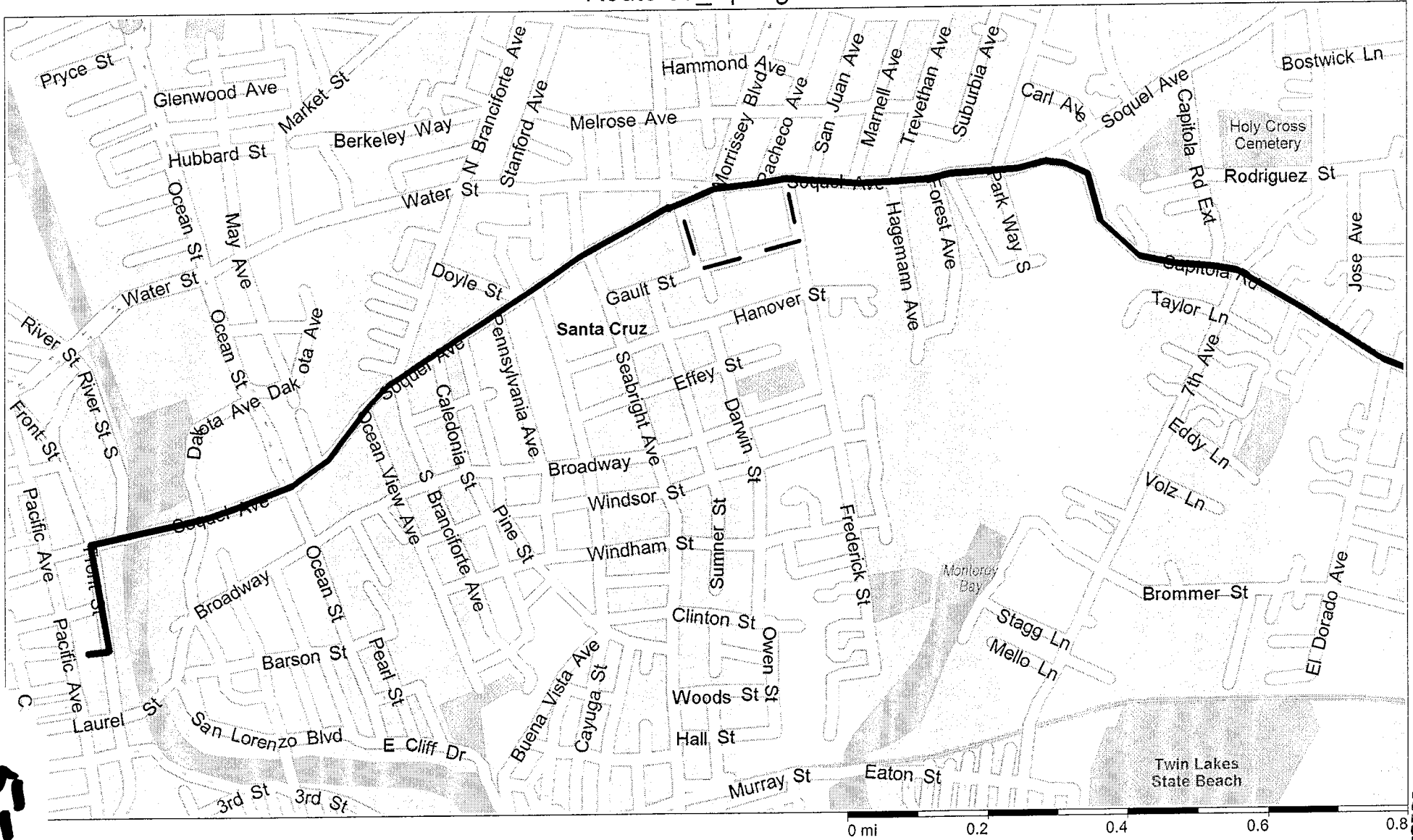
Staff is requesting direction as to funding of this potential service change.

V. ATTACHMENTS

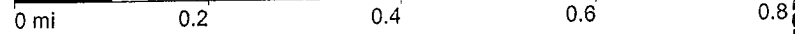
- Attachment A: Route 66 Map**
- Attachment B: Route 68 Map**
- Attachment C: Route 69 Map**
- Attachment D: Gault Street Alternatives Spreadsheet**

5-16.3

Route 69_Spring 07



5-16.c1



Attachment C

Gault Street Alternatives

66	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	1,057.91
Annual Cost	\$17,265.09	\$20,142.61	\$17,265.09	\$17,265.09	\$71,938
66 (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	423.16
Annual Cost	\$7,193.79	\$7,193.79	\$7,193.79	\$7,193.79	\$28,775
68	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	1,947.72
Annual Cost	\$34,550.91	\$37,430.15	\$28,792.42	\$31,671.67	\$132,445
69	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	846.33
Annual Cost	\$24,458.88	\$28,775.15	\$1,438.76	\$2,877.52	\$57,550

5-16.d1

**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^h 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 12, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS WITH VALLEY POWER SYSTEMS, INC.**

ACTION REQUESTED AT THE JANUARY 12, 2007 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for conversion of 40 diesel engine powered coaches and fuel systems to compressed natural gas with Valley Power Systems, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Three firms submitted bids for the District's review.
- District staff has reviewed all submitted bids and has determined that the bid received for Valley Power Systems, Inc. is the lowest responsive bid.
- District staff is recommending that a contract be established with Valley Power Systems, Inc. to provide conversion of 40 diesel engine powered coaches and fuel systems to compressed natural gas .

III. DISCUSSION

In 2001, the Santa Cruz Metropolitan Transit District (District) purchased forty diesel powered buses with the stipulation from the California Air Resources Board to convert the buses to CNG power when the District had the capacity to fuel the buses with CNG. The District sought bids from qualified firms to perform the conversion of forty (40) diesel engine powered buses and fuel systems to Compressed Natural Gas (CNG).

On November 1, 2006 District Invitation for Bid No. 06-10 was mailed to sixteen firms, posted on the District's web site, and was legally advertised. On December 14, 2006, bids were received and opened from three firms. A list of firms and a summary of the bids received are provided in Attachment A. District Fleet Maintenance staff have reviewed all submitted bids.

9.1

District staff is recommending that a contract be established with Valley Power Systems, Inc. to provide conversion of 40 diesel engine powered coaches and fuel systems to compressed natural gas for an amount not to exceed \$6,800,000. Contractor will provide all equipment and materials meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Improvement Program under Grant-Funded Projects.

V. ATTACHMENTS

- Attachment A:** Summary of bids received
Attachment B: Contract with Valley Power Systems, Inc.

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.scmtd.com

INVITATION FOR BIDS NO. 06-10
FOR CONVERSION OF FORTY DIESEL ENGINE POWERED BUSES
AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS

SUMMARY OF BIDS RECEIVED

FIRM	BID TOTAL
1. Valley Power Systems, Inc. City of Industry, CA	\$6,156,982.90
2. Complete Coach Works, Riverside, CA	\$6,391,666.34
3. Midwest Bus Corporation, Owosso, MI	\$7,062,772.76

9.01

**CONTRACT FOR THE CONVERSION OF FORTY (40)
DIESEL ENGINE POWERED BUSES AND FUEL SYSTEMS TO
COMPRESSED NATURAL GAS (CNG) 06-10**

THIS CONTRACT is made effective on February 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and VALLEY POWER SYSTEMS, INC. ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need For The Conversion Of Forty (40) Diesel Engine Powered Buses And Fuel Systems To CNG

District requires the conversion of forty (40) diesel engine powered buses and fuel systems to CNG to be used for standard purposes. In order to obtain conversion of forty (40) diesel engine powered buses to compressed natural gas (CNG) engine and fuel systems, the District issued an Invitation for Bids, dated November 1, 2006 setting forth specifications for the conversion of forty (40) diesel engine powered buses and fuel systems to CNG. 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 coach conversion services desired by the District and whose principal place of business is 425 South Hacienda Blvd., City of Industry, California. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said the conversion of forty (40) diesel engine powered buses and fuel systems to CNG, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On January 12, 2007, District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated November 1, 2006 including addendum numbers 1, and 2.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated December 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 one (1) year period or until completion of work. 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 the compensation amounts identified in the Bid Form, Exhibit B, a total amount not to exceed \$6,800,000, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$6,800,000 maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or

Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

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

CONTRACTOR
Valley Power Systems, Inc.
425 South Hacienda Blvd.
City of Industry, CA 91745
Attention: Laks de Silva

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—VALLEY POWER SYSTEMS, INC.

By _____
Bruce Noble
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bid (IFB)

**For The Conversion Of Forty (40) Diesel Engine
Powered Buses And Fuel Systems To
Compressed Natural Gas (CNG)**

District IFB No. 06-10

Date Issued: November 1, 2006

Bid Deadline: 2:00 p.m., November 30, 2006



Contents of this IFB

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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated November 1, 2006 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	Conversion of New Flyer D35LF low floor buses with air conditioning (SR855)	15			
2	Conversion of New Flyer D40LF low floor buses with air conditioning (SR854)	14			
3	Conversion of Orion Model V high floor buses with air conditioning (PO1218A/B)	11			
4	OPTION: Cost for five(5) year/300,000 mile warranty on engine.	40			
5	OPTION: Cost and terms for an extended warranty on the RELIABILT Allison B400R transmission. (Attach specifications)	40			
6	Total				

7. **Make/model of proposed engine:** _____

8. **Name and address of factory authorized installation/warranty/repair facility:**

9. **Schedule of activities for completion of this project is attached to this bid document.**

(check one): () Yes () No

10. **Detailed specification sheet for the engine proposed including actual emission certification numbers for the engine family is attached to this bid document (check one): () Yes () No**

11. **Detailed specification sheet for the air compressor proposed is attached to this bid document (check one): () Yes () No**

12. **Transmission. A SCAAN test or equivalent is attached to this bid document (reference Part III, item 2.8) (check one): () Yes () No**

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion.

Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 06-10
"Coach CNG Repower Project"
Bid Opening 2:00 p.m., November 30, 2006

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

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

Telephone Number

FAX Number

Date

Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

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

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

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BIDDER DBE INFORMATION

BIDDER'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

BIDDER'S ADDRESS _____

 BID AMOUNT \$ _____
 BID OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ %

 SIGNATURE OF BIDDER

 DATE

 AREA CODE/TELEPHONE

(Detach from proposal if DBE information is not submitted with bid.)

- * If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- ** DBE's must be certified on the date bids are opened.
- *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

BIDDER DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ %

PART II

INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

When the Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or is signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

5. **COMPETITIVE BIDDING:** If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the District's competitive bidding requirements and may render void any Contract let under such circumstances.

6. **EXPENSES TO BE INCLUDED IN BID PRICE:** Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by the District without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.25 % of the total bid price. Federal Excise Tax, from which the District is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder.

Samples of items, when required, must be furnished free of expense to the District and, if not destroyed by tests may, upon request made at the time the samples are furnished, be returned at Bidder's expense.

7. **WITHDRAWAL OF BID:** Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Secretary/General Manager.
8. **TIME OF DELIVERY:** Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.
9. **CANVASS OF BID:** At the hour specified in the Notice of Invitation to Bidders, the District, in open session, will open, examine and publicly declare all bids received and shall announce each bidder's price. The remaining content of the bids shall not be made public until after an award is made by the Board of Directors or District Staff as appropriate. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time period specified in the Bid, if none is specified, within sixty (60) days after the date of bid opening.
10. **RIGHT TO REJECT BIDS:** The District may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The right is reserved to reject any or all bids and to waive technical defects, as the interest of the District may require. The District may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.
11. **SINGLE BID:** If only one bid is received in response to the IFB, Bidder may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of the District to prove to the District's satisfaction that the Bidder is responsible. Criteria used by the District to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. Other criteria include whether the original equipment manufacturer of the items bid (1) has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the Contract and (2) has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period and the useful life of all items bid. To help the District assess Bidder's responsibility and ability to provide continued parts, service, and engineering support for the useful life of all items bid, Bidder may be required to submit, at its own cost, its latest Dunn & Bradstreet report and its latest independently audited financial statements.
13. **APPROVED EQUALS:** In order to establish a basis of quality, certain items or processes may be specified by description or brand name. Unless otherwise specified, it is not the intent of the IFB to exclude other items or processes of equal value, utility or merit.

Bids for equivalent items meeting the standards of quality thereby indicated will be considered provided they are received by no later than fourteen calendar days before the date of bid opening. Any such bid shall include adequate information and samples, including technical data, test results, performance characteristics, life-cycle costs, and other salient characteristics to clearly describe the item or process offered and how it equals or exceeds the characteristics of the referenced brand or process.

Unless the Bidder clearly indicates otherwise in the bid, it is understood that he/she is offering a referenced brand or process as specified herein. The District reserves the right to determine whether a substitute offer is equivalent to, and meets the standards of, quality indicated by the brand name or process referenced.

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. **EXECUTION OF CONTRACT:** The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. **ERRORS AND ADDENDA:** If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. **NON-DISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. **DISADVANTAGED AND BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Bidder shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the Purchasing Agent at (831) 426-0199.

PART III

SPECIFICATIONS FOR COACH CNG CONVERSION PROJECT

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting bids from qualified firms to undertake the following activities related to the conversion of forty (40) diesel engine powered buses and fuel systems to Compressed Natural Gas (CNG).

The intent of this specification is to describe the District's expectations of the completed conversion, without necessarily describing each task in all-inclusive detail; therefore, the contractor will be expected to understand the task and demonstrate its ability accordingly.

The engines and transmissions proposed by any bidder shall have a local (within a one hundred (100) mile radius of Santa Cruz County), factory authorized installation/warranty/repair facility, established prior to the time of the bid opening and must be staffed with personnel certified for the repair of equipment in this bid. The District reserves the right to inspect the facility prior to bid award and during the serviceable life of the equipment.

All parts and components offered shall be the manufacturer's latest production model, conforming to the detailed requirements listed below. These specifications shall be construed as minimum requirements. Should the manufacturers current published data or specifications exceed these, they shall be considered as minimum and be furnished by the bidder. Experimental, used, obsolete or prototype units shall be considered unacceptable.

In all cases, materials must be new, not remanufactured (except as provided in the specifications), and furnished as specified. Where brand names or specific items are used in these specifications, consider the term "approved equal" to follow. Wherever such names appear, approved equals will be accepted only with the prior written concurrence from the District. **Requests for approved equals must be received no later than November 17, 2006, 5:00 p.m. PST.**

Contractor shall be responsible for all core items, and any waste or scrap material generated as a result of this project.

Bid shall include a schedule of activities for completion of this project.

Buses involved in this re-power project:

Fifteen (15) each New Flyer D35LF low floor bus, with A/C (SR855)

Fourteen (14) each New Flyer D40LF low floor bus, with A/C (SR854)

Eleven (11) each Orion Model V high floor bus, with A/C (PO1218A/B)

(See Part III, Item 33 for typical engine and transmission model and serial numbers.)

2. ENGINE SPECIFICATIONS

The engine and related components are to be replaced with a new CNG Power Unit Package. The new engine shall be current production, six (6) cylinder, minimum rated 275 HP @ 890 Ft. Lbs. of torque and shall meet all Federal and California State emission standards in effect at the time of conversion. The

engine shall employ technology to ensure the most current emission reductions available. The engine selected shall be the same in all forty (40) buses. See Item 33 for typical model numbers of engines that will be removed in this project.

Bid shall include a detailed specification sheet for the engine, including actual emission certification numbers for the engine family. Proof of emission certification is required.

2.1 All of the engines in this re-power shall be equipped with a fast idle device designed to operate only when the transmission shift lever is in neutral position and the parking brake is engaged. The fast idle will be adjustable between 750-1000 RPM.

2.2 Engine Cradle. A new engine cradle package designed for the new engines shall be supplied. New rubber mounts for engine, transmission, and hangers are to be used. The engine and transmission package shall be designed to be capable of being removed and replaced as a unit. Install a PROBALIZER oil sampling fitting on the engine.

Inspect remaining engine framework. Repair any defects, clean and paint engine compartment frame with rust preventing primer, then finish with gloss black paint (black for frame only, silver for compartment walls).

2.3 Air Compressor And Governor. A new air compressor shall be provided, installed per OEM specification. Bidder to provide specifications for the air compressor proposed. The D-2 air governor is to be replaced with a new unit. Retain usage of the air system oil separator and air dryer.

2.4 Generator And Charging System. The generator is to be a new Delco Remy 50DN, 270 amp alternator, pulley driven and of the most current design available.

2.5 Starting System. The starting motor is to be a new Delco-Remy 42MT. Starter power and ground cables from the starter to the first connection are to be replaced with new.

2.6 Hoses And Lines. All hoses and lines in the engine compartment are to be replaced with new. Hard copper and/or brass lines are to be cleaned, inspected and pressure tested and replaced as needed. All flexible oil, air, fuel and coolant lines in the engine compartment shall be Teflon type, with braided stainless steel cover, or as specified by the engine OEM. All lines, hoses and cables are to be clamped and isolated to prevent chafing or rubbing.

2.7 Wire Loom Repair. All remaining engine compartment wiring shall be inspected. Any damaged, worn, or cracked wiring will be replaced, and all looms will be insulated and clamped to prevent chafing or rubbing. All electrical connections shall be WEATHER-PAC type. SCOTCHLOCK connectors are not allowed.

Contractor shall provide schematics (10 Copies) for all wiring changes.

Engine/transmission diagnostic ports shall be provided in both the engine and driver's compartments. Vehicle wiring harness shall meet engine/transmission manufacturer specifications as per factory installation guidelines.

2.8 Transmission. The Allison B400R transmission is to be replaced with a factory-remanufactured (RELIABILT) B400R unit, programmed to be compatible with the new CNG engine. Install a PROBALIZER oil sampling fitting on the transmission. Reprogram transmission to be compatible with the CNG engine operating parameters.

A SCAAN test report, or equivalent, must be submitted with the bid. The SCAAN shall include acceleration, deceleration, speed, heat rejection, gradeability, shift schedule, etc.

- 2.9 Differential Gear Ratio.** Using factory-new parts, rebuild/replace the rear axle ring and pinion set to the corrected ratio for the CNG engine installation.
- 2.10 Driveline Assembly.** Replace the drive shaft and U-joints assembly with new, meeting manufacturer's requirements.
- 2.11 Fuel System.** Install a complete new CNG fuel system. The CNG fuel system includes the tank storage, fuel fill system, stainless steel fuel lines, engine compartment CNG components, and fuel unloading system. All components of the CNG fuel system shall be designed and installed to comply with the requirements of FMVSS-304, ANSI NGV3.1 (NGV-2), and NFPA-52 codes.

Remove diesel fuel tanks, any associated lines and filters that are accessible without dismantling the bus, and seal any lines that remain in the chassis. Clean, seal, prep and undercoat any chassis areas exposed by the removal of the diesel tanks and lines with a premium-quality undercoating, such as TECTYL 511, or equivalent.

3. CNG CYLINDERS (TANKS)

Install new CNG tanks on the roof of the bus. Install six (6) CNG tanks on the roof of the New Flyer D35LF buses, seven (7) CNG tanks on the roof of the New Flyer D40LF buses, and seven (7) CNG tanks on the roof of the Orion V buses. Minimum individual fuel tank capacity shall be 3,023 standard cubic feet (SCF) of compressed natural gas at 3,600 psi. Fuel capacity must be sufficient to allow 400 miles of operation.

The CNG tanks shall be of carbon fiber design, as manufactured by Lincoln Composite, and shall meet the requirements of the FMVSS and NGV-2 Standards. The New Flyer buses are designed with the tank cradles and clamshell covers already installed on the roof. The Orion buses are built with a standard roof surface, however, the framework has been reinforced to support the CNG tanks on the roof. The CNG tanks are required to meet the certified service life of fifteen (15) years, and will not require re-certification for the full fifteen (15) year period.

The fuel cylinders must be secured in appropriately sized and protected saddles with straps and must be isolated with long-lasting rubber strips. The cylinders must be enclosed in a fiberglass shroud with top opening service doors. T-handle latches must secure the doors during in-service operation. No rubber clasp type securement will be accepted. The ends of the fuel cylinder enclosures must be designed to withstand direct impacts of 5 mph, and meet the requirements of NFPA-52. A nonskid surface shall be applied to the shroud covering the CNG cylinders, to prevent slipping on the clamshell doors. Two six (6) inch strips of non-skid black material shall be installed four (4) inches from the edge with six (6) inches between strips.

- 3.1 Fuel Solenoids And Pressure Relief Devices.** Each tank will have a solenoid valve installed at the neck to electrically control the fuel to the engine. These valves have provision for manual lock down using an Allen Key wrench, plus a manual override provision. Each cylinder will be protected using three (3) temperature activated pressure relief devices (PRD). One is plug mounted at the opposite end of the tank from the solenoid valve. The remaining two (2) devices must be plumbed from a port on the solenoid valve and are located beside the tank near the neck and midway along the length of the tank. The PRD's on the New Flyer buses must be plumbed to vent at existing cutouts in the clamshell covers. Likewise, the PRD's must be vented to the appropriate locations on the Orion buses, as the clamshells are installed.

4. FUEL FILL SYSTEM

The fuel filler must be located in the compartment provided at the curbside rear of the bus. The fuel filler system will consist of one 1000 series receptacle and one 5000 series receptacle. A ¼ turn Whitey HW60 series manual shutoff valve shall be install in the fuel filler compartment, to isolate the CNG tanks from the

rest of the CNG fuel system. Install a coalescing fuel filter between the fuel filler block and the high-pressure regulator.

There shall be a pressure gauge installed between the high pressure regulator and the low pressure regulator that monitors the 115 psi pressure required between the two regulators. There shall be a gauge capable of reading 0-5000 psi pressure readings located between the ¼ turn valve and the CNG tanks. Both of these gauges shall be located in the fuel filler compartment.

5. OTHER FUEL SYSTEM COMPONENTS

The CNG fuel lines are to be compatible with the high pressure gas and temperatures of the operating system. The CNG fill line shall be 1.0 inch stainless steel with Swagelock® fittings, capable of accepting a fast fill rate. All fuel lines shall be stainless steel (¾ inch inside diameter, where appropriate), and shall be used to interconnect the fuel tanks to one another, and the engine or as otherwise specified. The CNG peculiar components (i.e. high and low-pressure regulators, pressure relief devices, throttle, valves, etc.) shall be accessible to service personnel for adjustment and/or replacement. All CNG fuel lines are to be individually supported by NGV-2, and NFPA-52 approved rubber isolator clamps. The CNG fuel lines shall be properly labeled every 36 inches (min), with a **High Pressure CNG** self-adhesive label. All of the CNG fuel line tubing shall be bright annealed high quality stainless steel hydraulic tubing type 304 or 316 seamless, conforming to ASTM A269 standards. Any fuel line connections shall be made with Swagelock® double ferrule fittings.

Install the valves and plumbing necessary to unload all of the CNG fuel from the CNG tanks to a facility based pressure gas line or storage facility.

The fuel door shall have a starter and engine cut-out switch, installed to prevent starting or running of the engine during refueling.

All filters and lines shall be installed in such a manner as to avoid excessive heat and fire hazard (e.g., protected from exposure to temperatures above 250 degrees Fahrenheit, positioned so leaks or breaches will not permit fuel to contact exhaust parts hotter than 250 degrees Fahrenheit). Any fuel lines within 8 inches of the turbocharger are to be insulated. Tubing and lines shall be installed so as not to rub or be rubbed by other components.

NOTE:

The New Flyer buses are already equipped with the CNG tank saddles and clamshell covers on the roof of the bus. In addition, the CNG fuel line from the filler door to the tank enclosure is installed.

The Orion buses have been built with reinforcement in the roof framing to support the CNG tanks and covers, and the plumbing cavity and fuel fill door is installed on the bus. There are NO tank saddles, clamshell covers, nor any CNG fuel system plumbing installed on the Orion buses. However, the District does have an agreement with Orion regarding the purchase of the clamshells. The successful bidder will have the right to purchase the clamshells directly from Orion. See attachment A.

6. METHANE DETECTION

Furnish and install methane detectors in the engine compartment, CNG tank enclosure, and A/C compartment. The New Flyer buses are wired to accommodate the detectors. Furnish and install the combination Methane detection/Fire suppression control head, in place of the existing Fire suppression-only control head.

The District has in inventory a quantity of the small parts to install the methane detection system in the Orion buses only. These parts will be provided to the contractor making the conversion on the Orion fleet. See Existing Orion Parts list Item 34.

The contractor shall test and certify the operation of the complete methane detection system (MDS) and fire sensing and suppression system (FSSS) on each bus in this project.

7. EXHAUST SYSTEM

Entire exhaust system is to be replaced with new, to include: muffler, (catalytic type if required), tailpipe, and mounts. Critical heat areas such as the catalytic converter are to be wrapped in thermal blankets to prevent excessive engine compartment heat build up and damage.

8. POWER STEERING PUMP

Power steering pump is to be replaced with a new pump. Power steering pump gasket and drive coupling are to be replaced with new. The pump capacity and performance must meet or exceed O.E.M. specifications and requirements.

9. COOLING SYSTEM

The radiator and charge air cooling system is to be new and have already been certified by the engine manufacturer in all ambient and operating conditions. The cooling system shall also be approved by Allison Corporation for use with the B400R transmission. Surge tank and radiator are to be painted to resist rusting. Inlet and outlet hoses and clamps are to be replaced. Replacement hoses are to be silicon, O.E.M. approved. Replacement clamps are to be of the constant-torque type. Cooling system is to be refilled with a permanent ethylene glycol anti-freeze with protection to -40 degrees F. The fan shall be designed to be controlled and modulated by the engine ECM electronics system to operate the fan in the most efficient manner possible.

10. AIR INTAKE SYSTEM

The air cleaner assembly is to be disassembled and inspected for rust and structural integrity and replaced as required. The housing is to be painted with a rust inhibiting paint and a new filter installed.

The air intake and CAC piping is to be new, and designed to maximize flow and minimize restriction. All hard piping is to be aluminized; all soft hoses are to be premium silicone hose. The charge air cooling hoses will be reinforced hoses as per engine manufacturer specification.

11. A/C SYSTEM

The entire A/C system shall be inspected by Thermo King certified personnel. Inspect and replace with new, any A/C hoses, belts, seals and/or clutches, found to be defective. The bus is to be returned to service with a fully functioning and tested A/C system. Retain the use of the current A/C compressor. If an A/C compressor is required, it shall be a Thermo King certified rebuilt unit.

12. PARTS SUPPORT

Contractor shall maintain availability of any custom fabricated parts for a period of not less than ten (10) years after the delivery of the last bus in this conversion project. The part must be available to ship to the District within fifteen (15) working days of order.

13. TECHNICAL SUPPORT DOCUMENTATION

13.1 Proper documentation clearly defining the operation and maintenance of the units shall be furnished by the Contractor. This documentation shall include, but not be limited to, the following items:

- a. Parts Manual(s) 5 each.
- b. Recommended Spare Parts Listing(s) 1 each
- c. Inspection Guide(s) 10 each
- d. Problem Diagnosis and Maintenance Manual(s) 10 each
- e. Engine Major Repair and Overhaul Manual(s) 10 each
- f. Required Tools Listing 1 each
- g. All Components and Modified Parts list 10 each
- h. Prints, Diagrams of changes to fuel and electrical systems 10 each

13.2 Contractor will be required to guarantee that it will provide maintenance and operating publications, including revisions and technical bulletins supplementing the publications for a period of not less than ten (10) years from the date of purchase.

13.3 All manuals, guides, listings, etc., shall be in the English language. All dimensions, tolerances, and specifications shall be in customary U.S. units. Each item is to be a distinct separate bound volume specifically addressing that subject. The preferred format is 8 ½ X 11 inch page size (with fold-outs permissible) for all items. The Operator's Manual must be 8 ½ X 11 inches, three-hole punched, and bound in a loose leaf folder. Print style shall be selected for ease of readability, and print shall be not less than 10 point, with 12 point minimum preferred. This minimum print size shall apply to all sketches, drawings, or illustrations.

13.4 All manuals shall be in the form of neatly bound books or binders, with durable covers, and shall be properly identified with the manufacturer's name and the model and serial numbers of the equipment, etc. Provide one (1) complete set of Maintenance Manuals in electronic form on CD's. Manuals must be delivered within 30 days of delivery of the first conversion.

14. PARTS MANUAL REQUIREMENTS

14.1 The Parts Manual shall provide easy accurate reference to all components in the unit. It shall rely primarily on exploded diagrams, photographs, cutaway drawings, or three dimensional renderings to allow proper part identification. Each part shall be pointed out by an arrow, line, or similar method, and shall be identified directly by part number or directly by a reference number. In addition to the visual means of parts identification, each part shall be verbally described in sufficient detail so it can be ordered. The quantity required for the subassembly or component question shall be listed and parts that must be replaced Upon disassembly or in groups or sets shall be noted. For purposes of the Parts Manual, all parts shall be considered one of three types, as follows:

14.2 Commercially produced and available components. These parts shall be defined by a complete verbal description, sufficient to allow procurement, and an identification of the manufacturer and part number of the exact component installed. (EXAMPLE: Hex Head Cap Screw, _n - 24 X 1½ Grade 5 Acme Screw Company, Part No. 12345; OR: Rocker Switch, SPST 15-A, 125V AC/DC, Cole-Hersee, Part No. 95326.)

14.3 Custom manufactured components that the Contractor has produced to specification and cannot be interchanged with standard commercial products. These parts must be documented sufficiently to allow contracting production of replacements for damaged components, which is hereby authorized. (EXAMPLE: Exhaust Pipe Hanger Bracket - Fabricate From 1½" X 2" - 316 SS, 12" Long, As Per BP2346.)

14.4 Proprietary items, such as custom circuit boards or components for which the release of detailed information would compromise trade secrets, confidential information, or proprietary methods. These parts shall be identified by a verbal description. Describe part number and list as a proprietary item to be ordered through the Contractor. (EXAMPLE: Servo Synchronizing Module - Part No. 12345 Proprietary Item, contact (NAME OF MANUFACTURER) For Replacement.)

14.5 The inclusion of Parts Manual(s) published by suppliers of major components shall be permitted so long as the basic information required above is obtained. When such manuals are bound volumes, they may be submitted separately and referenced accordingly in the Parts Manual. Provide one (1) complete set of Parts Manuals in electronic form on CD's. Manuals must be delivered within 30 days of delivery of the first conversion.

15. RECOMMENDED SPARE PARTS LISTING REQUIREMENTS

The recommended spare parts listing shall consist of two sections. The first section shall list those components that the manufacturer recommends stocking for immediate availability for breakdown maintenance. The second section shall list those parts that should be procured prior to the start of planned maintenance procedures to minimize downtime (for example, a list of parts needed to perform a turbo charger overhaul). Both sections shall be divided into headings, pages, or chapters by major assemblies or systems. The second section shall include the manufacturer's recommended frequency for replacement based on operating hours. Both lists shall include current pricing.

16. RECOMMENDED TOOLING LISTING REQUIREMENTS

Contractor to provide a listing showing OEM part number, description, and price of any tooling recommended by the engine manufacturer. The District intends to select from this list the tooling necessary to service and maintain the engines.

17. BILL OF MATERIALS REQUIRED FOR RE-POWERING COACH

The Contractor shall furnish a list of all materials and parts by number, description and quantity used in the re-powering of the coach.

18. INSPECTION GUIDE(S) REQUIREMENTS

A detailed checklist type guide shall be supplied for each recommended periodic inspection. The inspection guides shall be included in a manual with each form suitable for reproduction by the District.

19. TRAINING

19.1 Contractor shall provide an adequate educational program for District or authorized representatives personnel to insure satisfactory operation, servicing and maintenance of the equipment furnished.

19.2 Instructions shall also include manufacturer's recommendations for test frequency, limits and methods, including instructions required, where applicable. When methods of access, removal, dismantling or application are not self evident, the instruction shall cover these matters.

19.3 The Contractor shall provide one hundred sixty (160) hours of instruction to the DISTRICT or authorized representative personnel in the operation and maintenance of the equipment furnished, at the DISTRICT's facility, at such time as the DISTRICT may designate. This instruction will cover each type of bus in the project. If the contract award is split by bus type, each contractor will be responsible for one hundred sixty (160) hours of instruction. The engine orientation and preventative maintenance training for the District's approximately 25 technicians will take place on District premises. The District prefers that as much training as possible occur on District premises.

19.4 At the conclusion of the classroom instruction the Contractor shall furnish to the DISTRICT one (1) complete set of lesson plans, classroom notes, films, slides, tapes, etc., used in presenting the course.

19.5 The extent of instruction in the Contractor's and sub-contractor's shops for instruction of supervisory and/or DISTRICT instructors shall be at the discretion of the Contractor.

20. QUALITY ASSURANCE

Each completed vehicle shall receive a minimum 20 mile road test, with any defects related to the re-power repaired before shipment to the District. This test shall be fully documented, with a copy of the test and results for each vehicle provided to the District.

21. FINAL INSPECTION

The District will provide onsite inspection for this project, through a Resident Inspector.

22. QUALITY ASSURANCE PROVISIONS

22.1 **Quality Assurance Organization.** The Contractor shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to the Contractor's top management.

22.2 **Control.** The quality assurance organization shall exercise quality control over all phases of the re-power process from initiation of project through completion and preparation for delivery. The organization shall also control the quality of supplied articles.

22.3 **Responsibility.** The quality assurance organization shall have responsibility for reliability, quality control, inspection planning, establishment of quality control systems, and acceptance/rejection of materials and manufactured articles in the re-power of the transit buses.

22.4 **Quality Assurance Organization Functions.** The quality assurance organization shall include the following minimum functions.

22.5 **Work Instructions.** The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured/remanufactured product meets all prescribed requirements.

22.6 **Records Maintenance.** The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the Resident Inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year after inspections and tests are completed.

22.7 **Corrective Action.** The quality assurance organization shall detect and promptly assure correction of any conditions that may negatively impact the rehabilitation of defective transit buses. These conditions may occur in designs, purchases, remanufacture, test, or operations that culminate in defective supplies, services, facilities, technical data or standards.

23. STANDARDS AND FACILITIES

The following standards and facilities shall be basic in the quality assurance process.

23.1 **Configuration Control.** The Contractor shall maintain drawings, assembly procedures, and other documentation that completely describe a qualified bus that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit bus is remanufactured in accordance with these controlled drawings, procedures, and documentation.

- 23.2 Measuring And Testing Facilities.** The Contractor shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the buses conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.
- 23.3 Production Tooling As Media Of Inspection.** When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusted, replaced, or repaired as required to maintain quality.
- 23.4 Equipment Use By Resident Inspector(s).** The Contractor's gauges and other measuring and testing devices shall be made available for use by the Resident Inspectors to verify that the buses conform to all specification requirements. If necessary, the Contractor's personnel shall be made available to operate the devices and to verify their condition and accuracy.

24. CONTROL OF PURCHASES

The Contractor shall maintain quality control of purchases.

- 24.1 Supplier Control.** The Contractor shall require that each Supplier maintains a quality control program for the services and supplies that it provides.

The Contractor's quality assurance organization shall inspect and test materials provided by Suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the remanufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

- 24.2 Purchasing Data.** The Contractor shall verify that all applicable specification requirements are properly included or referenced on purchase order of articles to be used on transit buses.

25. MANUFACTURING CONTROL

The Contractor shall ensure that all basic production operations, as well as all other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special working environments if necessary.

- 25.1 Completed Items.** A system for final inspection and test of completed transit buses shall be provided by the quality assurance organization. It shall measure the overall quality of each completed bus.
- 25.2 Nonconforming Materials.** The quality assurance organization shall monitor the Contractor's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.
- 25.3 Statistical Techniques.** Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.
- 25.4 Inspection Status.** A system shall be maintained by the quality assurance organization for identifying the inspection status of components and/or completed transit buses. Identification may include cards, tags, or other normal quality control devices.

26. INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in process, and completed articles. As a minimum, it shall include the following controls.

- 26.1 **Inspection Stations.** Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements.
- 26.2 **Inspection Personnel.** Sufficient trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified bus design.
- 26.3 **Inspection Records.** Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the bus. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. (Contractor is responsible for notifying the District of such changes.) Unusable articles shall be isolated and then scrapped.

Discrepancies noted by the Contractor or Resident Inspector during assembly shall be entered by the inspection personnel on a record that accompanies the major component, subassembly, or bus from start of assembly through final inspection.

Actions shall be taken to correct discrepancies or deficiencies in the remanufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the corrective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the District shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

- 26.4 **Quality Assurance Audits.** The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the District.

27. ACCEPTANCE TESTS

- 27.1 **Responsibility.** Fully documented tests shall be conducted on each bus following remanufacture to determine its acceptance to the District. These acceptance tests shall include pre-delivery inspections and testing by the Contractor, and inspections and testing by the District after the buses have been delivered.
- 27.2 **Pre-Delivery Tests.** The Contractor shall conduct acceptance tests at its plant on each bus following completion of remanufacture and before delivery to the District. These pre-delivery tests shall include visual and measured inspections, as well as testing the total bus operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at the Contractor's discretion to ensure that the completed buses have attained the desired quality and have met the requirements of all of the Technical Specifications in sections 1.0 through 1.9. This additional testing shall be recorded on appropriate test forms provided by the Contractor.

The pre-delivery tests shall be scheduled and conducted with sufficient notice so that the Resident Inspectors, who may accept or reject the results of the tests, may witness them. The results of pre-delivery tests, and any other tests, shall be filed with the assembly inspection records for each bus.

27.3 Inspection - Visual And Measured. Visual and measured inspections shall be conducted with the bus in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that required components are included and ready for operation, and to verify that components and subsystems that are designed to operate with the bus in a static condition function as designed.

27.4 Total Bus Operation. Total bus operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the bus as a system and to verify the functional operation of the subsystem that can be operated only while the bus is in motion. Each bus shall be driven for a minimum of twenty (20) miles during the road tests. Observed defects shall be recorded on the test forms. The bus shall be re-tested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these bus operation tests.

27.4.1 Pilot Bus Requirements. The Contractor, within 90 days following a Notice to Proceed, shall provide the first bus per work described in this contract. The District will inspect this bus within twenty (20) working days or less after delivery. The bus will be placed in regular revenue service as part of this evaluation. The bus will be evaluated for a period not to exceed ninety (90) calendar days from the date the bus was received. This requirement applies to each of the New Flyer and Orion conversions. With each pilot bus, the Contractor shall provide:

- a. Two (2) draft copies of a part manual that includes all OEM and Contractor's part numbers.
- b. Two (2) draft copies of electrical schematics indicating connection points, alterations of existing harnesses, power supplies, circuits, voltages, etc.
- c. Two (2) draft copies of preventative maintenance service manuals.
- d. One (1) copy of engine and transmission manufacturer approved EPQ test, or equivalent.
- e. Above listed items shall be provided in electronic format (PDF, Word).
- f. A completed application sheet and a signed letter from the engine and transmission manufacturers, which specifies that the engine-transmission combination package meets all requirements for interfacing, communication protocols, hardware compatibility, warranties, cooling system performance, retarder operation, etc.

After all of the previously listed items are completed to the District's satisfaction, the Contract Administrator shall provide the Contractor with an "Order to Proceed" on the production run for each fleet. The rest of the production run shall be built as the pilot, except as agreed to by the District. Following acceptance of the pilot bus for each fleet, the Contractor shall deliver the first production bus within ninety (90) calendar days.

27.5 Post Delivery Tests And Acceptance. The District may conduct acceptance tests on each delivered bus. These tests shall be completed within ten (10) days after bus delivery and shall be conducted in accordance with written test plans. The purpose of these tests is to identify defects that have become apparent between the time of bus release and delivery to the District. The post delivery tests shall include visual inspection and bus operation, including a road test. Buses that fail to pass the post delivery tests are subject to non-acceptance. The District shall record details of all defects on the appropriate test forms and shall notify the Contractor of non-acceptance of each bus within five (5) days after completion of the tests. The defects detected during these tests shall be repaired according to procedures defined below.

The post delivery inspection is similar to the inspection at the Contractor's plant and shall be conducted with the bus in a static condition. Any visual delivery damage shall be identified and recorded during the visual inspection of each bus.

Road tests used for total bus operation will be similar to those conducted at the Contractor's plant. In addition, the District may elect to perform chassis dynamometer tests. Operational deficiencies of each bus shall be identified and recorded.

27.5.1 Acknowledgment Of Delivery. When coaches are received by the DISTRICT, receipts signed by the DISTRICT are understood to be simple acknowledgments and do not constitute acceptance by the DISTRICT.

27.5.2 Notification Of Acceptance/Non-acceptance. All coaches delivered to the DISTRICT shall be in conformance with these specifications, complete, with all required test documents included and shall be ready for revenue service.

As coaches are received, the DISTRICT will notify the Contractor in writing, within five (5) days after post delivery inspection if the coach has or has not been accepted. A letter of non-acceptance will furnish details of the deficiencies. Where deficiencies are noted, the Contractor will be required to make the necessary repairs, replacements or adjustments.

28. REPAIRS

The Contractor shall begin repairs within five (5) working days after receiving notification of non-acceptance from the DISTRICT. The DISTRICT shall make the coach available to complete such repairs in conformance with the Contractor's repair schedule. If possible, the DISTRICT will furnish reasonable space to Contractor. The Contractor shall provide, at its own expense, all spare parts, tools and space required to perform the repairs. At its option, the DISTRICT may require the Contractor to remove the coach from the DISTRICT premises while repairs are being made. While said coach is under repair, the Contractor shall assume all risk of loss and shall indemnify and hold harmless the DISTRICT and its officers and employees from any liability as a result of said possession. Should such repairs require component substitutions or modifications, the Contractor shall be responsible for amending and correcting all documentation supplied the DISTRICT and required in this specification.

29. WARRANTY PROVISIONS

Warranty will go into effect upon each coach being accepted by the DISTRICT.

29.1 Warranty Requirements. Warranties in this document are in addition to any statutory remedies or warranties imposed on the Contractor. The engine, transmission, starter, alternator, and power steering pump shall be warranted and guaranteed to be free from any defects for two (2) years or 150,000 miles, whichever comes first, beginning the date of acceptance of each coach.

A one (1) year warranty shall apply to all other components, unless a longer term is provided by the component manufacturer.

A one (1) year warranty shall apply to workmanship and installation of the re-power conversion.

29.2 Option. Provide cost for a five (5) year/300,000 mile warranty on the engine. Provide cost and terms for an extended warranty on the transmission.

29.3 Detection Of Defects. If the DISTRICT detects a defect within the warranty periods, it shall promptly notify the Contractor's representative. Within five (5) working days after receipt of notification, the Contractor's representative shall either agree that the defect is in fact covered by warranty, or reserve judgment until the subsystem or component is inspected by the Contractor's representative. The contractor must respond within five (5) working days as to the assessment. The component may be removed and examined at the DISTRICT property or at the Contractor's facility. The DISTRICT and Contractor shall mutually agree upon whether the defect is one

covered by the warranty. Work necessary to effect the repairs shall commence within ten (10) working days after receipt of notification by the Contractor.

- 29.4 Scope Of Warranty Repairs.** When warranty repairs are required, the DISTRICT and the Contractor's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of repairs to be performed under the warranty, if no agreement is obtained within five (5) day period, the DISTRICT reserves the right to commence the repairs.

The Contractor warrants that whenever any change is required to strengthen or correct a defect or deficiency of the coaches, this correction would be made for all of the coaches where said defect or deficiency exists at the Contractor's expense.

- 29.5 Fleet Defects.** A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the coaches delivered under this contract. The proportion shall be twenty five (25) percent, for each fleet. The corrective action for a fleet defect shall be warranted for the unexpired warranty time remaining, or for one (1) year, whichever is greater. This extended warranty shall start when the defect is corrected on each coach, on a coach-by-coach basis.

- 29.6 Correction Of Defects.** After correcting the defect, the Contractor shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other coaches purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the coaches.

- 29.7 Voiding Of Warranty Provisions.** The fleet defect provisions shall not apply to coach defects caused by noncompliance with the Contractor's recommended normal maintenance practices and procedures.

- 29.8 Exceptions To Warranty Provisions.** Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim and paint.

30. REPAIR PERFORMANCE

The DISTRICT shall require the Contractor or its designated representative to perform warranty covered repairs if the DISTRICT determines that the lack of parts, manpower or test equipment prevents timely repair by the DISTRICT or authorized representative. Other warranty work may be done by the DISTRICT or authorized representative with reimbursement by the Contractor.

- 30.1 Repairs By Contractor.** If the DISTRICT requires the Contractor to perform warranty covered repairs, the Contractor's representative must begin work necessary to effect repairs within ten (10) working days after receiving notification of a defect from the DISTRICT. The DISTRICT shall make the coach available to complete repairs timely with the Contractor repair schedule. The Contractor shall provide, at its own expense, all parts, components or subassemblies required specifically for this repair. The DISTRICT may determine whether a component is repaired or replaced.

30. DEFECTIVE COMPONENTS RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing facility. The total cost for this action shall be paid by the Contractor. Materials shall be returned in accordance with Contractor's instructions, except that returns shall be to the Contractor's facility and not drop-shipped to various suppliers.

31. WARRANTY REPAIRS BY DISTRICT

31.1 Reimbursement For Labor. The DISTRICT or authorized representative shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect at the DISTRICT's or authorized representative's current level of billing. The current District billing rate is \$51.00 per hour.

The cost of towing the coach shall be reimbursed if such action was necessary and the coach was in the normal service area.

31.2 Reimbursement For Parts. The DISTRICT or authorized representative shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be calculated from OEM parts price list in effect at the time of repair and shall include taxes where applicable and fifteen (15) percent handling costs.

31.3 Parts Used. If the DISTRICT or authorized representative, performs the warranty covered repairs, it shall correct or repair the defect and any related defects using Contractor specified spare parts available specifically for this repair. Monthly, or a period to be mutually agreed upon, reports of all repairs covered by this warranty may be submitted by the DISTRICT to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these reports. Reimbursement for the DISTRICT supplied parts shall be calculated from the OEM parts price list in effect at the time of the repair, plus fifteen (15) percent handling costs.

31.4 Contractor-Supplied Parts. The DISTRICT may request that the Contractor supply new components or parts necessary for warranty-covered repairs being performed by the DISTRICT or authorized representative. These parts shall be shipped prepaid to the DISTRICT from any source selected by the Contractor within five (5) working days of the request for said parts.

31.5 Warranty Freight Charges. The successful Contractor shall deliver all warranty parts orders to the DISTRICT or authorized representative, "F.O.B. Destination," freight included. Expedited "rush" orders placed by the DISTRICT for a "coach down," shall require the Contractor to prepay the costs for expedited (air express) delivery. Requests for exceptions to the delivery requirements stated above must be approved by the DISTRICT.

31.6 Warranty After Replacement/Repairs. If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the DISTRICT or authorized representative, with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original.

31.7 Disclaimer. No disclaimer of these warranties by the Contractor shall be upheld against any statements of fact or promise given which are found to be express warranties.

32. UNIT SCHEDULING

Since the buses involved in this project are in current use, it is essential that the units be completed in a timely manner. No more than two (2) New Flyer buses, and two (2) Orion buses will be available for conversion at any time. An additional bus may be available for exchange, as the units are completed.

Contractor shall be responsible for pickup and delivery of buses for this project. Pickup and delivery point shall be the District's Fleet Maintenance facility, located at 111 Dubois St., Santa Cruz, CA 95060. Pickup and delivery hours are 8:00am-12:00, 1:00pm-4:00pm, Monday through Friday.

33. EXISTING ENGINE AND TRANSMISSION MODEL AND SERIAL NUMBERS

CNG Conversion Engine Information. The buses involved in this project are currently equipped with a Detroit Diesel Series 50EGR, 4.0g NOx engine, with a Johnson-Matthey CCRT muffler.

Typical model/serial numbers are:

Bus Type	New Flyer D35LF, D40LF	Orion V
Engine Model Number	6047MK1E	6047MK1E
Engine Serial Number	04R0041852	04R0043836
Transmission Model #	Allison B400R	Allison B400R
Transmission Serial #	6510408901	6510443153
Torque Converter	1.98:1	1.98:1
Axle type, front	MAN V8 65L	Meritor 17101 Series 050102533
Axle type, rear	MAN H07-11120-07	Meritor Orion# G0202527AB set
Axle ratio	4.04:1	4.89:1
Tire size	305/70 R22.5	12R22.5
Alternator	Delco-Remy 50DN	Delco-Remy 50DN
Air Compressor	DDA# 23522123	Orion# 9990000136
A/C Compressor	T-K X430 P/N 102-672	T-K X426 P/N 102-483

34. EXISTING ORION PARTS

ORION Methane Detection Parts

Part Number	Description	Quantity
071036508	HRNS-FIRE DETECT DUAL	11
051024596	HRNS, F. DETECT I/C	22
072104519	HRNS-INTERCONNECT DS 6FT	33
051024597	DETECTOR FIRE TRMNATOR	10
052104185	BRACKET METH SENS TANKS	44
052104221	BRKT-MTG DS METH SENSOR	44
051024597	DETECTOR-FIRE TRMNATOR	23
072105501	SENSOR-COMUSTIBLE GAS	88
072104523	HRNS-INTERCANNCT DS 27FT	22
072104524	HRNS-INTERCANNCT DS 3FT	22
052104210	SENSOR SPOT 350DEG SBDS	44

The parts listed above were shipped to Santa Cruz Metro in July, 2003.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.02 Right to Modify Contract

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

2. TERMINATION

2.01 Termination for Convenience

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

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of such part of the Work as shall not have been terminated by the notice of termination; and (9)

take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

- 2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.
- 2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

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

3. FORCE MAJEURE

3.01 General

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

3.2 Notification by Contractor

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

3.03 Losses

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

4. PROFESSIONAL STANDARDS

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

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

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

5.02 Benefits

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

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

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

- 6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property(ies) of Contractor and third persons.
- 6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance

coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

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

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

7.03 Other Insurance Provisions

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

8. RESERVED

9. NO DISCRIMINATION

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

11. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

11.2 Prompt Payment of Withheld Funds to Subcontractors

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

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

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

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

13.02 Survival of Rights and Obligations

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

13.03 Limitation on District Liability

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

13.04 Drug and Alcohol Policy

Contractor shall comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated November 1, 2006.

2. DEFINITIONS

2.01 General

The terms (or pronouns in place of them) have the following meaning in the Contract.

2.01.01 ACCEPTANCE DATE - The date on which delivery is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the District.

2.01.02 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2 of Part VI - "Contract for ITEM," and any written amendments made in accordance with Article 13.14 of Part IV - "General Conditions of the Contract".

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

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

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

3. BUY AMERICA CERTIFICATE

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Form" and incorporated herein by reference. If steel and manufactured products are needed by Contractor for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

4. LIQUIDATED DAMAGES

If the work is not completed within the time required, damage will be sustained by the District. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District fifty dollars (\$50.00) for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

The Work shall be regarded as completed upon the date the District has accepted the same in writing.

5. STATE CONTRACT PROVISIONS

- 5.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section.
- 5.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 5.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to District under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 5.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 5.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of District's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

6. LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns

or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

If a contractor causes any work disruption, slowdowns or work stoppages as a result of its inability to ensure labor harmony, that contractor shall pay to District the sum of \$100 per day as liquated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, District reserves the right to order the offending contractor to cease work on the project until such time as the work disruption, slowdown or stoppage is resolved and, if the work disruption, slowdown or stoppage is not resolved in District's opinion, within a reasonable period of time, District reserves the right to withdraw the contract from the contractor and to put such contract or remainder of such contract out for re-bid.

If District claims that this provision has been violated, the contractor(s) must agree to submit the issue to emergency arbitration for final and binding resolution. The permanent arbitrator over such disputes shall be the Honorable Nat Agliano, retired or, if he is unavailable, the Honorable Richard Silver, retired. If they decline to serve and the parties are unable to agree on an acceptable alternative, the arbitrator will be selected by petition to the Superior Court for the County of Santa Cruz. The Arbitrator's authority shall be limited to a determination of whether the Labor Harmony requirement has been violated and, if so, what shall be the remedy.

PART VI

CONTRACT FOR THE CONVERSION OF FORTY (40) DIESEL ENGINE POWERED BUSES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS (CNG) 06-10

THIS CONTRACT is made effective on _____, 2006 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need For The Conversion Of Forty (40) Diesel Engine Powered Buses And Fuel Systems To CNG

District requires the conversion of forty (40) diesel engine powered buses and fuel systems to CNG to be used for standard purposes. In order to obtain conversion of forty (40) diesel engine powered buses to compressed natural gas (CNG) engine and fuel systems, the District issued an Invitation for Bids, dated November 1, 2006 setting forth specifications for the conversion of forty (40) diesel engine powered buses and fuel systems to CNG. 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 coach conversion services desired by the District and whose principal place of business is _____. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said the conversion of forty (40) diesel engine powered buses and fuel systems to CNG, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the lowest responsive, responsible bidder to provide said equipment. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a

complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated November 1, 2006.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated November 30, 2006.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

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

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a one (1) year period or until completion of work. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor _____ as identified in the Bid Form, Exhibit B, not to exceed \$ _____, for satisfactory completion of all work under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the contract. Telephone call expenses shall show the nature of the call and identify location and individual called.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency

providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. NOTICES

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

DISTRICT

CONTRACTOR

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

Attention: General Manager

Attention: _____

6. AUTHORITY

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

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR-- _____

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VII

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

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

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

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

3.0 INELIGIBLE CONTRACTORS

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

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

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

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

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

5.1 Compliance with Regulations

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

5.2 Nondiscrimination

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

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

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

5.4 Information and Reports

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

5.5 Sanctions for Noncompliance

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

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

5.6 Incorporation of Provisions

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

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

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

7.0 CONSERVATION

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

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

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

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

9.1 Overtime Requirements

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

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

9.3 Withholding for Unpaid Wages and Liquidated Damages

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

9.4 Nonconstruction Grants

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

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

9.5 Subcontracts

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

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

The Contractor agrees:

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

11.0 BUY AMERICA PROVISION

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

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

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

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

16.0 DEBARRED BIDDERS

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

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

17.1 General

The District and Contractor agree:

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

17.2 Applicability

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

17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

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

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

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

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

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

20.2 Disclosure

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

(c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

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

20.3 Agreement

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

20.4 Penalties.

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

20.5 Cost allowability

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

PART VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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



Attachment A

June 13, 2003

Mr Mark J. Dorfman
Assistant General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, California 95060

Dear Mr. Dorfman:

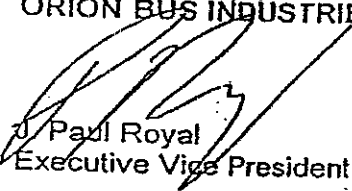
Further to our discussion on June 9th I have reviewed the cost of CNG clamshell for the Orion V and can offer a credit of \$6300 per bus to delete this from your current contract. As I have explained the Orion V clamshell and associated structure is an integrated unit and we can not install it on your bus without installing the tanks concurrently

Accordingly, we are offering the \$6300 credit per bus for these 11 buses.

At the same time this letter will serve as Orion's guarantee that it will sell these components to Santa Cruz at a price of \$6300 plus PPI if exercised within 5 years from date of this letter.

Yours truly,

ORION BUS INDUSTRIES


J. Paul Royal
Executive Vice President

JPR/ok

Orion Bus Industries Ltd
350 Hazelhurst Road
Mississauga, Ontario
L5J 4T8
Tel: (905) 403 1111
Fax: (905) 403 8800

Orion Bus Industries Inc
165 Base Road
PO Box 748
Oriskany, NY 13424-0748
Tel: (315) 223-5100
Fax: (315) 768-6520

Orion Parts - Canada
350 Hazelhurst Road
Mississauga, Ontario L5J 4T8
Tel: (905) 403-7800
Tel: (800) 662 2871
Fax: (209) 207 5249

Orion Parts - US
165 Base Road, PO Box 748
Oriskany, NY 13424-0748
Tel: (315) 223-4419
Tel: (800) 786-8099
Fax: (800) 211-3760

7-17.91

A DaimlerChrysler Company

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

INVITATION FOR BIDS (IFB) No. 06-10

FOR CONVERSION OF FORTY (40) DIESEL ENGINE POWERED BUSES
AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS (CNG)

November 14, 2006

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

The due date for submission of bids has been extended to Thursday, December 14, 2006, 2:00 p.m.

Lloyd Longnecker
Purchasing Agent

Santa Cruz Metropolitan
Transit District



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 2

INVITATION FOR BIDS (IFB) No. 06-10

FOR CONVERSION OF FORTY (40) DIESEL ENGINE POWERED BUSES
AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS (CNG)

November 29, 2006

Receipt of this Addendum No. 2 shall be acknowledged in your bid response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

Answers to questions submitted to the District are provided below and REVISED bid sheets are attached:

1. **Question: Part III-2 (Article 2.3) Last sentence : "Retain usage of the air system oil separator and air dryer." Does this mean to change the separator filter and rebuild the dryer?**

Answer: Yes, change or service the separator filter cartridge, and rebuild the air dryer, using OEM parts.

2. **Question: Part III-5 (Article 7. Exhaust System) The second sentence about the critical areas such as the catalytic converters is to be wrapped in thermal blankets. Does this mean all 40 buses even if the converter is located outside of the engine compartment?**

Answer: If the converter is located inside a compartment outside of the engine compartment, that area must be insulated to prevent heat damage to the compartment.

3. **Question: Part III-5 (Article 9. Cooling System) The last sentence fan design. If the plastic fan is damaged by small cracks or large chips, are we to replace the fan? Who will supply the fan or do we charge separately?**

Answer: The fans on both the Orion and New Flyer fleets are plastic. They are to be inspected. If they are damaged, they are to be replaced on an as-needed basis. See REVISED bid form for option pricing of the fan.

4. **Question: Part III-5 (Article 10. Air Intake System) If the air cleaner assembly is required to be replaced, who will supply the assembly or do we charge separately?**

Answer: Contractor is required to supply the parts required.

5. ***Question: Part III-5 (Article 11. A/C System) We understand the inspection by Thermo King, but the rest of the paragraph is in question. How do we bid this system before the inspection or does Santa Cruz have a contingency fund for these repairs on a bus by bus basis?***

Answer: See attached REVISED bid form for option pricing of remanufactured A/C compressor. Compressors will be considered on a bus by bus basis, following notification to, and approval of District that a compressor will be needed.

6. ***Question: Part III – 2 (Second part of Article 2.2) Clarification on repair of any defects found in chassis. If cracks are found in the chassis is it the Contractor's responsibility to repair or does Santa Cruz have a contingency funds for these repairs on a case by case basis?***

Answer: Contractor will make the repairs on a bus by bus basis, based on District approval.

7. ***Question: Please provide the differential numbers for the buses to be re-powered.***

Answer: The differential numbers for the New Flyer buses remain the same as in the table on Part III-15, Article 33. The rear axle is a MAN H07-11120-07, ratio 4.04:1.

The CORRECTED information for the Orion rear axles is: Meritor NKA03037393, ratio 5.38:1. Please note the ratio change from the one originally listed. By way of information, the MAN rear axle in the District's current CNG buses, powered by a six cylinder CNG engine, is 4.64:1.

This is the FINAL ADDENDUM for this invitation for bids. The due date per Addendum No. 1 is December 14, 2006, 2:00 p.m.

Lloyd Longnecker
Purchasing Agent

PART I

REVISED BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated November 1, 2006 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	Conversion of New Flyer D35LF low floor buses with air conditioning (SR855)	15			
2	Conversion of New Flyer D40LF low floor buses with air conditioning (SR854)	14			
3	Conversion of Orion Model V high floor buses with air conditioning (PO1218A/B)	11			
4	OPTION: Cost for five(5) year/300,000 mile warranty on engine.	Up to 40			
5	OPTION: Cost and terms for an extended warranty on the RELIABLE Allison B400R transmission. (Attach specifications)	Up to 40			
6	OPTION: Cost to replace Orion cooling fans if needed	Up to 11			
7	OPTION: Cost to replace New Flyer cooling fans if needed.	Up to 29			
8	OPTION: Remanufactured A/C compressors if needed	Up to 40			
9	TOTAL FOR ITEMS 1, 2, AND 3				

7. **Make/model of proposed engine:** _____

8. **Name and address of factory authorized installation/warranty/repair facility:**

9. **Schedule of activities for completion of this project is attached to this bid document.**
 (check one): () Yes () No

10. **Detailed specification sheet for the engine proposed including actual emission certification numbers for the engine family is attached to this bid document (check one):** () Yes () No

11. **Detailed specification sheet for the air compressor proposed is attached to this bid document (check one):** () Yes () No

**12. Transmission. A SCAAN test or equivalent is attached to this bid document (reference Part III, item 2.8)
(check one): () Yes () No**

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No 's 1 and 2

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 06-10
"Coach CNG Repower Project"
Bid Opening 2:00 p.m., December 14, 2006**

EXHIBIT - B



Valley
POWER SYSTEMS, INC.

Bid Proposal No. 06-10

For:

**The Conversion of Forty (40) Diesel Engine
Powered Buses And Fuel Systems To
Compressed Natural Gas (CNG)**

Presented To:

**Santa Cruz Metropolitan Transit District
110 Vernon Street, Ste. B
Santa Cruz, CA 95060**

PRESENTED BY:

**Valley Power Systems, Inc.
425 South Hacienda Blvd.
City of Industry, CA 91745
(626) 333-1243**



Valley
POWER SYSTEMS, INC.

Valley Power Systems, Inc. has been in business in California since 1949. Still family owned and operated, today Valley has approximately 500 employees in ten locations throughout California and has grown into a \$180 million company.

Valley Power Systems is a Factory Authorized Distributor/Dealer for some of the most recognized engine and equipment manufacturers in the world, including Detroit Diesel, MTU, Electro-Motive, Deutz Engine AG, Volvo Penta, Allison Transmission, Northern Lights, Luggar, Waukesha, Thomas Bus, John Deere Natural Gas and E-One.

Market segments include:

- Heavy-Duty On-Highway
- Transit and School Bus
- Fire Apparatus
- Marine
- Agricultural
- Construction & Industrial
- Power Generation

Valley's production and packaging facility is located in the City of Industry with engineering, procurement, fabrication, testing, commissioning and maintenance capabilities. Valley has experience in the 5kW to 12mW range for standby, prime, and cogeneration plants with attendant switchgear and 10-12,000 HP marine & mechanical drive packages

As an authorized distributor for Electro-Motive Diesel (EMD) and MTU/Detroit Diesel, Valley sells and services power generation equipment in the seven western United States, Alaska, Hawaii, Baja Mexico, as well as select countries in Asia and Latin America. Valley is a prime contractor to the US government and is in compliance with MIL program requirements for quality assurance.

Thank you...

We look forward to the opportunity to serve your specific needs. For more information, call or visit us online at www.valleypowersystems.com.



Valley's headquarters located in the City of Industry is about 20 miles east of downtown Los Angeles. Branch locations offering full-service parts, sales and service are located throughout California in Bakersfield, Fresno, Irvine, Mira Loma, San Diego, San Leandro and West Sacramento.

Valley's growing family of companies includes:

Valley Power Products, Inc.
Valley Power Services, Inc.
Valley Fire Services, Inc.

What Does Valley Have to Offer?

- Single source responsibility
- Over 50 years experience
- 10 locations throughout California
- Centralized parts distribution
- Online parts ordering system
- Factory authorized field service technicians
- Engineering capabilities
- Local packaging and testing
- Custom packaging capability

Valley Power Systems, Inc. can tailor classes for your specific needs or schedule one of our classes not on the current calendar. Training classes can be conducted at your facility for groups of six or more. Please call (951) 681-9283 for more information.

PART I

REVISED BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated November 1, 2006 at the following prices. The unit bid prices should NOI INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable

Item No.	Item Description	Quantity	Unit Price	Tax (8.25 %)	Extended Price
1	Conversion of New Flyer D35LF low floor buses with air conditioning (SR855)	15	2132904.00	175964.60	2308868.60
2	Conversion of New Flyer D40LF low floor buses with air conditioning (SR854)	14	1990710.40	164233.60	2154944.00
3	Conversion of Orion Model V high floor buses with air conditioning (PO1218A/B)	11	1564129.60	129040.70	1693170.30
4	OPTION: Cost for five(5) year/300,000 mile warranty on engine.	Up to 40	1550.00 <i>EA</i>		
5	OPTION: Cost and terms for an extended warranty on the RELIABIL Allison B400R transmission. (Attach specifications)	Up to 40	None Available		
6	OPTION: Cost to replace Orion cooling fans if needed.	Up to 11	300.00 <i>EA</i>		
7	OPTION: Cost to replace New Flyer cooling fans if needed.	Up to 29	300.00 <i>EA</i>		
8	OPTION: Remanufactured A/C compressors if needed	Up to 40	5400.00 <i>EA</i>		
9	TOTAL FOR ITEMS 1, 2, AND 3				\$6,156,982.90

7. **Make/model of proposed engine:** JOHN DEERE / RG 6081 HFN04

8. **Name and address of factory authorized installation/warranty/repair facility:**

Valley Power Systems - 425 So. Hacienda Blvd. City of Industry, CA - Repower Facility
Valley Power Systems - 1755 Adams Ave., San Leandro, CA - Repair/Warranty Facility

9. **Schedule of activities for completion of this project is attached to this bid document.**

(check one): Yes () No GNATT SHEET AND PARTS SHEET ATTACHED

10. **Detailed specification sheet for the engine proposed including actual emission certification numbers for the engine family is attached to this bid document (check one):** Yes () No

See John Deere Specifications

11. **Detailed specification sheet for the air compressor proposed is attached to this bid document**

(check one): Yes () No See John Deere Specifications

**12. Transmission. A SCAAN test or equivalent is attached to this bid document (reference Part III, item 2.8)
(check one): Yes () No**

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No 's 1 and 2

Bidder has submitted the following documents with the bid:

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

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

**IFB No. 06-10
"Coach CNG Repower Project"
Bid Opening 2:00 p.m., December 14, 2006**

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Valley Power Systems, Inc.
Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

425 South Hacienda Blvd.
Street Address

City of Industry, California 91745
City, State, Zip Code


Signature of authorized company official

Bruce Noble, Vice President
Typewritten name of above and title

Laks de Silva - Bus Development Mgr. - laks.desilva@valleypsi.com
Name, title, and email address of person to whom correspondence should be directed

<u>(626) 333-1243</u>	<u>(626) 369-7096</u>
Telephone Number	FAX Number

<u>12-11-06</u>	<u>95-1589118</u>
Date	Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

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

AFV Fleet Service(FAB Ind.)- Installing CNG fuel system: Paul Mader (909)350-7500

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

(Contractor) Valley Power Systems, Inc. certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

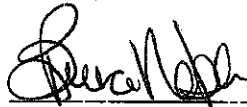
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) Valley P.S.I. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature and Title of Authorized Official

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name Valley Power Systems, Inc.

Signature of Authorized Official 

Name and Title of Authorized Official Bruce Noble, Vice President

Date 12-11-06

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States

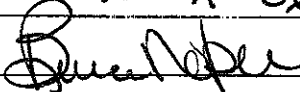
BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date:

12-11-06

Signature:



Company Name: Valley Power Systems, Inc.

Title:

Vice President

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date:

Signature:

Company Name:

Title:

BIDDER DBE INFORMATION

BIDDER'S NAME N/A _____
 BIDDER'S ADDRESS _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 BID AMOUNT \$ _____
 BID OPENING DATE _____
 CONTRACT NO. _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
TOTAL CLAIMED DBE PARTICIPATION				\$ _____	% _____

SIGNATURE OF BIDDER _____
 DATE _____
 AREA CODE/TELEPHONE _____
 (Detach from proposal if DBE information is not submitted with bid.)

* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
 ** DBE's must be certified on the date bids are opened.
 *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

BIDDER DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ %



Valley
POWER SYSTEMS, INC.

December 12, 2006

Santa Cruz Metropolitan Transit District
Coach CNG Repower Project
Attn: Lloyd Longnecker
Purchasing Agent

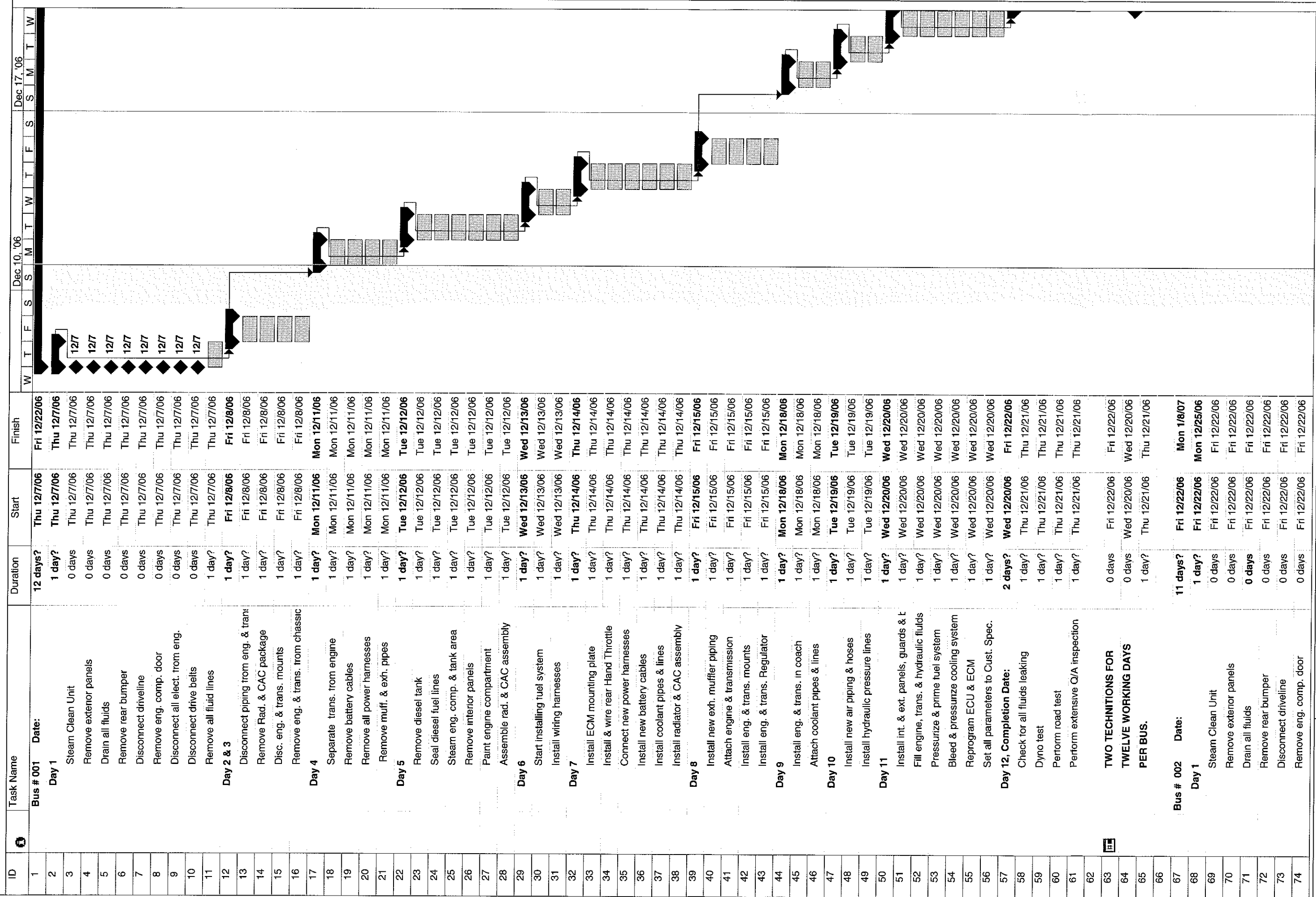
Subject: Exceptions and Deviations to IFB No. 06-10

Valley Power Systems, Inc. is taking the following exceptions and deviations to IFB No. 06-10;

- 1. Valley Power Systems, Inc. takes exception to Part III -2 Paragraph 2.5 Starting System (Delco-Remy 42MT Starter)**
The bid is specifying a Delco-Remy 42MT starter. *John Deere will offer a 37MT starter.*
- 2. Valley Power Systems, Inc. takes exception to Part III-11 Paragraph 27.4 (Total Bus Operation)**
The second sentence is vague when it says to verify the operation of the bus as a system and to verify the functional operation of the subsystem that can be operated only while the bus is in motion. *Valley assumes that we're responsible for the systems we modified not all systems.*
- 3. Valley Power Systems, Inc. takes exception to Part III-13 Paragraph 29.5 (Fleet Defects)**
The last two sentences where it states about the fleet defect warranty shall be warranted for the unexpired warranty time remaining, or for one (1) year, whichever is greater. *Manufacturer standard warranty will apply. Contractors will assume remainder of the original expressed warranty.*
- 4. Valley Power Systems, Inc. takes exception to Part III-13 Paragraph 30 (Repair Performance)**
The last sentence where it states other warranty work may be done by the District or authorized representative with reimbursement by the Contractor. *A four hour reimbursement for labor will be allowed, if Valley can not provide service within a twenty-four hour period.*

- 5. Valley Power Systems, Inc. takes exception to Part III-13 Paragraph 30.1 (Repair Performance)**
The last sentence where it states the District may determine whether a component is repaired or replaced. *Parts will be replaced after factory inspects and approves failed part under warranty.*
- 6. Valley Power Systems, Inc. takes exception to Part III-14 Paragraph 31.1 (Reimbursement for Labor)**
The first two sentences that refers to the repair of a defect that the Contractor to pay for labor performed by the District or another Contractor. Last paragraph indicates reimbursement for towing cost. *Valley will reimburse four hours for labor, if Valley can not provide service within 24 hour time period. Valley will not be responsible for towing cost.*
- 7. Valley Power Systems, Inc. takes exception to Part III-14 Paragraph 31.2 (Reimbursement for Parts)**
Parts will be replaced after the factory inspects and approves failed part under warranty. Handling charges will not be covered, there is no mark up from the factory on warranty.
- 8. Valley Power Systems, Inc. takes exception to Part III-14 Paragraph 31.3 (Parts Used)**
Parts will be replaced after factory inspects and approves failed part under warranty, some items might require 60 day turn around time before credit or replacement part is issued. Handling charges will not be covered, there is no mark up from the factory on warranty.
- 9. Valley Power Systems, Inc. takes exception to Part III-14 Paragraph 31.4 (Contractor –Supplied Parts)**
Parts will be replaced after factory inspects and approves failed part under warranty.
- 10. Valley Power Systems, Inc. takes exception to Part III-14 Paragraph 31.7 (Disclaimer)**
Manufacturer standard warranty will apply to this paragraph, plus exceptions mentioned above.

SANTA CRUZ GANTT CHART



Project: Project1
Date: Mon 12/11/06

Task
 Milestone
 Summary
 Project Summary
 External Tasks
 External Milestone
 Deadline

SANTA CRUZ RE-POWER PROJECT

Parts	
Engine & Accessories Group	
8.1 CNG John Deere Engine	
Dipstick support bracket	
Thermostat housing plugs	
Front Motor Mount Group	
Front Engine Mount Bracket	
Rubber Isolators	
Rear Engine Mounts	
Rear Eng. Mnt. Brkt. - Driver Side	
Rear Eng. Mnt. Brkt. - Curb Side	
Rubber Mount	
Air Condition Hardware	
A/C Tension Arm Rear	
A/C Tension Arm Front	
A/C Belt Tensioner & Support Bracket	
Idler Bearing Support Bracket/Pulley	
CAC Pipe Group	
Air charge cooler pipe (VPS 1)	
Air Inlet Pipe to Turbo (VPS 2)	
CAC outlet pipe (VPS 5)	
Air charge cooler pipe (VPS 3)	
Air charge cooler pipe (VPS 8)	
3.5" to 3.5" Hump Hose	
4" to 5" 90 degree elbow	
2" Turbo Outlet Hose	
3" CAC Hose	
4" to 3" CAC Hose	
Twisted Pipe Bracket	
2 1/2" Exhaust Clamp	
3" Exhaust Clamp	
Air Cleaner Group	
Air Filter element	
Air cleaner support bracket	
Air cleaner adaptor	
A/C Compressor	
Belt	
Belt Guard Assembly	
Clevis Pins	
Belt Guard Labels	
Air Compressor discharge line A	
Air Compressor discharge line B	
3/4" Copper Farelis	

SANTA CRUZ RE-POWER PROJECT

Cooling and Heating Group pipes
Therm. hous. to rad. pipe (VPS 4)
Lower water suction pipe (VPS 6)
Heater return to block (VPS 11)
Top heater input pipe (VPS 12)
Fill pipe from reservoir (VPS 16)
2" to 2 1/2" Hose
3" 90 Degree hose
90 degree copper street elbow
90 degree copper elbow
1" copper adaptor
Pipe Bracket
8" Bracket Rail
Radiator/CAC Package
Radiator core
Radiator Baffle rubber 32" long
Radiator Baffle rubber 39" long
3/8" ID Fuel Line Hose
Exhaust System Group
Exhaust Catalyst Assembly
Exhaust Turbo outlet pipe(VPS 7)
Exhaust pipe, 90 Degree (VPS 15)
Exhaust pipe, 90 Degree (VPS 14)
Exhaust pipe to Catalyst Converter (VPS 9)
Exhaust pipe to Catalyst Converter. (VPS 10)
Exhaust Flex Pipe Bellows
Exhaust Pipe Band Clamps 4"
Exhaust Pipe Insulation Blanket BLKT TOP ELBOW
Exhaust Pipe Insulation Blanket BLKT MIDDLE ELBOW
Exhaust Pipe Insulation Blanket BLKT FLEX
Exhaust Pipe Insulation Blanket BLKT BOTTOM ELBOW
Exhaust Pipe Insulation Blanket BLKT TURBO OUTLET
Exhaust Pipe Insulation Blanket BLKT PIPE SPOOL
O2 sensor bosses 18m x 1.5"
Muffler support bracket
Exhaust rear support bracket
Exhaust pipe 4" support hanger
U-Bolts 4"
U-Bolts 3"
Transmission/Engine Adaptor Group
Transmission (B-400R)
Transmission hose support
Trans. Dipstick pipe (VPS 13)
Trans. Dipstick tube washers
Trans. Dipstick tube seal

SANTA CRUZ RE-POWER PROJECT

Differential Group
Ring and Pinion
Drive shaft and U-Joints
Universal Joints
Fuel System Group
Fuel Press. Regulator
Line from Regulator to Engine
Union fittings for fuel lines
Fitting adaptor #8 to 1/2" fuel line
Nut for Fuel Line Adaptor
Battery Group
4 OD Cable SAE
2 OD Cable SAE
4 OD Terminals 3/8"
4 OD Terminals 1/2"
2 OD Terminals 3/8"
Electrical Group
50DN Delco Remy Alternator
Engine Harness
Transmission Harness X+3 harness
Internal Bus Harness
Internal Bus Harness
Internal Bus Harness
Internal Bus Harness
Internal Bus Harness
Internal Bus Harness
Total for all 7 harnesses
Tps Sensor
ECM Mounting Bracket
Hydraulics Group
Fan Drive Pump
Power Steering Pump
Fan Control Module & Proportional valve
Sx Mating (Prop. valve Conn.)
Sx Micro (Module Connector)
DIN Connector
Hydraulic Lines and Fittings
Hydraulic Lines/Fitting Kit
Break down hose kit
Hydraulic Filter

SANTA CRUZ RE-POWER PROJECT

Air System Group (Air Dyer Overhaul Parts)
Check valve
Bleed valve
Desk Cartridge
Unloader Kit
Turbo Valve
Service Dept. furnished Hardware Group
Bolts
3/8"
1/2"
5/8"
3/4"
Self Locking Nuts
1/4"
1/4" Fine
5/16"
3/8"
1/2"
5/8"
3/4"
Electrical Parts
Relay Pins
Butt Connectors (Red)
Male Diagnostic Pins
Fuse Rail
Male Terminal Connectors
Female Terminal Connectors
Insulators Terminal Connectors (Blue)
Solid Insulators (Green)
Female Spade Connectors
Snap Spades 10-12 gauge (Yellow)
Snap Spades 14-16 gauge (Blue)
Heat Shrink Butt Connectors (Red)
Heat Shrink Butt Connectors (Blue)
Eyl Let Connectors 10-14 gauge (Blue)
Male #16 Pin
Female #16 Pin
Male Insulated Spade (Blue)
Female Insulated Spade (Blue)
Hose Clamps (torque type)
5/8 CLAMP
1"
2"
2 1/2"
3"
3 1/2"
4"
5 1/2"
1 1/8 sti

SANTA CRUZ RE-POWER PROJECT

Clamps (Insulated type)
1/4" with 3/8" bolt hole
1/4"
3/8"
1/2"
3/4"
7/8"
1"
1 1/4"
1 1/2"
1 3/4"
Zip Ties
8" medium tie
10" large tie
Loom & Shrink tube
3/4" OD Loom
1/2" OD Loom
Heat Shrink Red 3/4" OD
Heat Shrink Blue 3/4" OD
Heat Shrink Black 3/4" OD
Electrical Parts
5 Amp
20 Amp
Fuse Block
Relay 12v
Relay 24v
Relay Blocks
16 Gauge Wire
Diagnostic Lights
Diagnostic Light, Red
Diagnostic Light Amber
Diagnostic Light Blue
Coolant Hose Group (Silicone)
1/4" hose
1/2" hose
3/4" hose
1" Silicone hose
1" hose (stick)
1 1/8" hose (stick)
1 3/8" hose stick
2.5" hose stick
Miscellaneous
ID Labels
John Deere Green Paint
Turbo Seal

SANTA CRUZ RE-POWER PROJECT

Fluids
ATA fluid
Anti Freeze
Sub-Contractors
Gas Conversion
Towing
Labor Cost
Service Warranty

40' ORION V High Floor

SCAAN No : 61755
 Description : Valley Power System Re-power with John Deere 8 1L
 Date : 11/30/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

ALLISON TRANSMISSION INPUT SUMMARY

VOCACTION

Service	Bus
Application	City / Transit Bus - U.S. APTA
Configuration	Straight Vehicle
Vocation Number	44-65-14

VEHICLE PARAMETERS

Description

End User (and Region, Sub Region)	SANTA CRUZ MTD (North America, Western)
Manufacturer (and Region, Sub Region)	Orion (North America, Canadian)
Model	40' ORION V HIGH FLOOR
Description	TRANSIT BUS

Area and Weight

Power Packs	1
Height	9.00 (ft)
Width	8.50 (ft)
Standard Wind Resistance Coefficient (No Deflector)	0.55
User Defined Resistance Coefficient (No Deflector)	0.00
Weight (No Trailer, GVW)	40600 (lb)
Weight on Drive Wheels	66.00 (%)
Weight on Drive Wheels	26796 (lb)

Tires

Number of Tires	6
Manufacturer	Goodyear
Tire Model & Size	G286 12R22.5 H
Tire Type	Standard Radial Tire
Revs	483 (revs/mi)
Radius	20.88 (in.)
Standard Surface Factor	1.0 Smooth Concrete
User Defined Surface Factor	0.0
Traction Limit Coefficient (On-Road)	0.70

ENGINE

Engine Manufacturer	John Deere
Model	8.1L CNG
Description	280hp / 900lbft / 2300rpm
Certification Year	2003
Peak Torque/Speed	900.0/1500 (lb-ft)/(rpm)
Peak Power/Speed	280.0/2100 (hp)/(rpm)
Governed Power/Speed	256.0/2300 (hp)/(rpm)
Engine Curve Reference	
No. Of Curves	Single
SCAAN File Number	20-0017

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

ACCESSORIES (Power at governed speed)

	Standard (hp)	User (hp)
Fan (clutch fan)	31.27	0.00
Alt/Generator	5.60	0.00
Air Compressor	1.53	0.00
Steer Pump	1.53	0.00
Air Conditioning	0.00	0.00

TRANSMISSION

Manufacturer	Allison
Configuration	B400 w/Ret (1-5) (1-400-12)
Converter	TC418 (Recommended) (1-418-1)
Retarder	MD/B, Medium Capacity - WTEC-III (1-3000-2)
Shift Calibration	2300 rpm S3 Perf / Econ, Retarder, Std Preselects, (1-5) (1-400-2300-2022)
Rating	Transit Bus - WT3 & 4th Gen (1-400-11)

DRIVELINE

Propshaft	DriveAxles
Std Efficiency	98.60 (%)
Axle	4x2 On Hwy Single Red
Manufacturer	
Description	
Ratio Description	Single
Ratio	4.890
Std Efficiency	97.00 (%)
Overall Driveline	
Ratio	4.890
Std Efficiency	95.64 (%)

GRADES

Std Acceleration	0.00 (%)
------------------	----------

INERTIA

Engine (estimated)	1.3478 (lb-ft-sec ²)
Tires/Wheels (estimated)	66.7727 (lb-ft-sec ²)

ENGINE DETAIL - Standard Accessories (AC On where applicable)

Low And High Power

Speed (rpm)	Power (hp)	Torque (lb-ft)	Fan On/AC On Net Power (hp)	Fan On/AC On Net Torque (lb-ft)	Fan Off/AC On Net Power (hp)	Fan Off/AC On Net Torque (lb-ft)	
1400	222.5	834.7	208.0	780.2	215.0	806.7	
1500	257.0	900.0	240.8	843.0	249.4	873.4	Peak Torque
1600	267.9	879.4	249.6	819.5	260.2	854.0	
1700	270.3	835.2	249.9	771.9	262.5	810.9	
1800	273.3	797.4	250.3	730.3	265.3	774.1	
1900	273.5	756.1	247.8	684.9	265.4	733.6	
2000	280.0	735.3	251.2	659.6	271.7	713.6	
2100	280.0	700.3	247.8	619.7	271.6	679.3	Peak Power
2300	256.0	584.6	216.1	493.4	247.3	564.8	Governed
2500	0.0	0.0	-49.1	-103.1	-8.9	-18.8	No Load Governed

Peak Power point has been defined for the purposes of assessing Accessory Losses

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

SCAAN No : 61755

Description : Valley Power System Re-power with John Deere 8.1L
 Date : 11/30/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

**ALLISON TRANSMISSION
 SCAAN SUMMARY**
 Based On Standard Parameters

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle
 End User: SANTA CRUZ MTD (North America, Western)
 Manufacturer: Orion (North America, Canadian)
 Model: 40' ORION V HIGH FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbft / 2300rpm
 Engine Certification Year: 2003
 Transmission: B400 w/Ret (1-5)
 Rating: Transit Bus - WT3 & 4th Gen
 Converter: TC418 (Recommended)
 Retarder: MD/B, Medium Capacity - WTEC-III

Converter

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
C1	Transmission/Converter Compatibility					OK
C2	Engine/Converter Compatibility					OK
C4	Engine Speed At Converter Stall		rpm		1868	
C5	Minimum Engine Speed	1600	rpm	Min	1868	OK
C7	Turbine Torque At Stall	1370	lb-ft	Max	1360	OK
C8	Converter Speed Ratio at 2300 rpm	0.800		Min	0.911	OK
C3	Converter Stall Torque Ratio				1.980	

Transmission

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
T1	Transmission/Vocation Compatibility					OK
T2	Transmission Compatible with Compressed Natural Gas Engines					OK
T10	Transmission / Engine Prewire Compatibility					OK
T17	Transmission Permitted in End User/Chassis Mfg Locations					OK
T15	Input Power(Gross)	300	hp	Max	280	OK
T14	Input Torque(Gross)	925	lb-ft	Max	900	OK
T3	Input Speed (Engine Governed Speed)	2000 / 2800	rpm		2300	OK
T11	Transmission Output Speed	3600	rpm	Max	2559	OK

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V1	Vehicle Weight, GVW	45000	lbm	Max	40600	OK
V21	1st Range Converter Stall Gradeability		percent		32.2	
V13	1st Range 70% Converter Efficiency Net Gradeability		percent		24.3	
V14	1st Range 80% Converter Efficiency Gradeability	16.0	percent	Min	21.1	OK
V17	Maximum Geared Vehicle Speed At Engine Governed Speed		mph		77.9	
V43	Heat Generated in 1st Range 70% Converter Efficiency		Btu/min		3441	
V44	Heat Generated in 1st Range 80% Converter Efficiency		Btu/min		2463	

OK: Acceptable
 OK-1: OK based on pre-acceptance by Engineering
 OK-2: OK based on Accepted Application Review
 C: Consider - manufacturer to assess
 XX: Questionable - may not be acceptable
 XXX: Not Acceptable - rating or usage violation

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

Notes

Check	Comments
C5	(Net peak torque speed + allowable variation is 1500 + 100 rpm)
T11	Range 5L at 65.0 mph
V17	In 5 Lockup
V43	At 1943 rpm Engine Speed
V44	At 2002 rpm Engine Speed

SCAAN SUMMARY-APTA GUIDELINES

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V36	Vehicle Speed On 2.50% Grade (APTA)	40.0	mph	Min	54.1	OK
V37	Vehicle Speed On 16.00% Grade (APTA)	7.0	mph	Min	11.2	OK
V39	Acceleration Time, 0-10.0 mph, 0.0% Grade (APTA)	5.0	sec	Max	2.0	OK
V40	Acceleration Time, 0-20.0 mph, 0.0% Grade (APTA)	10.8	sec	Max	6.3	OK
V41	Acceleration Time, 0-30.0 mph, 0.0% Grade (APTA)	20.0	sec	Max	12.5	OK
V42	Acceleration Time, 0-40.0 mph, 0.0% Grade (APTA)	31.0	sec	Max	21.8	OK

Notes

Check	Comments
V36	in Range5L
V37	in Range1C
V39	Full Throttle & Vehicle Brakes Locked Start
V40	Full Throttle & Vehicle Brakes Locked Start
V41	Full Throttle & Vehicle Brakes Locked Start
V42	Full Throttle & Vehicle Brakes Locked Start

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61755

Description : Valley Power System Re-power with John Deere 8 1L

Date : 11/30/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
CUSTOMER PERFORMANCE SUMMARY
Based on Standard Parameters

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle

End User: SANTA CRUZ MTD (North America, Western)

Manufacturer: Orion (North America, Canadian)

Model: 40' ORION V HIGH FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbft / 2300rpm

Engine Certification Year: 2003

Transmission: B400 w/Ret (1-5)

Rating: Transit Bus - WT3 & 4th Gen

Converter: TC418 (Recommended)

Retarder: MD/B, Medium Capacity - WTEC-III

Weight: 40600 (lb) (GVW)

Driveline Ratio : 4.890

Tires: Standard Radial Tire, 483 0 (revs/mi)

Geared Speed: 77.9 (mph) 5L

Clutch Fan Status : Fan On

Air Conditioning Status : No AC

Gradeability

Launch Gradeability	30.2(%)
Low Speed Gradeability	21.1(%) at 8.1(mph), 80(%) Conv Eff Grade

Maximum Speed On Grade	0.00(%) at 77.3(mph), 5L, Road Load Speed
	0.25(%) at 75.5(mph), 5L
	1.00(%) at 69.7(mph), 5L
	2.00(%) at 58.9(mph), 5L
	3.00(%) at 49.8(mph), 4L
	4.00(%) at 42.4(mph), 4L
	5.00(%) at 36.2(mph), 3L
	6.00(%) at 31.5(mph), 3L
	7.00(%) at 26.7(mph), 2L
	8.00(%) at 24.7(mph), 2L
	9.00(%) at 22.4(mph), 2L
	10.00(%) at 17.0(mph), 2C

Acceleration (full throttle, brakes locked start)

Time And Distance To Speed, 0(%) Grade	0-20 (mph)	in 6.3(sec) 113(ft)
	0-30 (mph)	in 12.5(sec) 346(ft)
	0-40 (mph)	in 21.8(sec) 826(ft)
	0-50 (mph)	in 34.9(sec) 1699(ft)
	0-60 (mph)	in 54.9(sec) 3322(ft)

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61755

Description : Valley Power System Re-power with John Deere 8 1L

Date : 11/30/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
VEHICLE FULL THROTTLE PERFORMANCE
Based on Standard Parameters

Transmission Input Ratio : 1 0000

Power Packs: 1

Transmission Input Efficiency (%): 100 00

Clutch Fan Status : Fan Off

Axle Ratio: 4 890

Air Conditioning Status : No AC

Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1910	18562	18390	0.0	50.8	11284	
R1C	2.0	1931	17454	17277	93.1	47.0	7213	
R1C	4.0	1984	15174	14992	161.9	39.7	4306	
R1C	4.4	1999	14652	14469	172.1	38.1	3893	70Percent
R1C	5.8	2057	12792	12605	196.4	32.7	2814	80Percent
R1C	6.0	2069	12476	12288	199.6	31.8	2670	
R1C	6.8	2106	11437	11246	207.5	28.8	2286	85Percent
R1C	8.0	2163	9831	9636	209.7	24.4	1897	
R1C	10.0	2274	7432	7230	198.2	18.1	1836	
R1C	10.3	2300	7102	6898	195.4	17.2	1824	Governed
R1C	12.0	2434	2005	1794	64.2	4.4	584	
R1C	12.5	2487	0	-213	0.0	-0.5	394	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1910	13203	13031	0.0	33.9	11284	

1C	2.0	1930	12672	12495	67.6	32.3	8342	
1C	4.0	1949	11840	11658	126.3	30.0	5789	
1C	6.0	1990	10594	10406	169.5	26.5	3982	
1C	6.3	1999	10371	10182	175.6	25.9	3739	70Percent
1C	8.0	2048	9238	9043	197.1	22.8	2783	
1C	8.3	2057	9044	8848	200.1	22.3	2647	80Percent
1C	9.8	2106	8081	7879	211.3	19.8	2116	85Percent
1C	10.0	2112	7947	7745	211.9	19.4	2058	
1C	12.0	2178	6656	6445	213.0	16.1	1674	
1C	12.6	2197	6312	6098	211.6	15.2	1635	
2C	12.6	2009	5443	5229	182.5	13.0	3432	
2C	14.0	2032	5156	4936	192.5	12.2	2988	
2C	16.0	2065	4781	4551	204.0	11.3	2476	
2C	18.0	2101	4417	4176	212.0	10.3	2114	
2C	20.0	2135	4033	3780	215.1	9.4	1802	
2C	21.0	2153	3845	3587	215.4	8.9	1694	
2L	21.0	1542	4218	3959	236.3	9.8	290	
2L	22.0	1615	4132	3867	242.4	9.6	299	
2L	24.0	1761	3834	3556	245.4	8.8	323	
2L	26.0	1908	3552	3260	246.3	8.1	357	
2L	26.7	1958	3502	3205	249.1	7.9	365	
3L	26.7	1480	3171	2874	225.6	7.1	280	
3L	28.0	1553	3184	2877	237.7	7.1	279	
3L	30.0	1664	3045	2722	243.6	6.7	294	
3L	32.0	1775	2881	2542	245.8	6.3	320	
3L	34.0	1886	2713	2357	246.0	5.8	345	
3L	36.0	1997	2617	2242	251.2	5.5	376	
3L	37.6	2086	2502	2113	250.9	5.2	394	
4L	37.6	1480	2260	1870	226.6	4.6	241	
4L	38.0	1496	2288	1894	231.9	4.7	237	
4L	40.0	1575	2256	1843	240.7	4.5	245	
4L	42.0	1653	2180	1746	244.2	4.3	258	
4L	44.0	1732	2093	1638	245.6	4.0	281	
4L	46.0	1811	2012	1535	246.8	3.8	307	
4L	48.0	1889	1925	1425	246.4	3.5	330	
4L	50.0	1968	1875	1351	250.0	3.3	355	
4L	50.1	1974	1872	1346	250.3	3.3	357	
5L	50.1	1480	1668	1142	223.0	2.8	401	
5L	52.0	1535	1680	1131	232.9	2.8	410	
5L	54.0	1594	1656	1082	238.4	2.7	434	
5L	56.0	1653	1606	1006	239.8	2.5	451	
5L	58.0	1712	1555	928	240.4	2.3	484	
5L	60.0	1771	1509	854	241.5	2.1	509	
5L	62.0	1830	1461	778	241.6	1.9	538	
5L	64.0	1889	1412	699	240.9	1.7	572	
5L	66.0	1948	1381	639	243.1	1.6	604	
5L	68.0	2007	1354	580	245.5	1.4	640	
5L	70.0	2066	1311	505	244.7	1.2	670	
5L	72.0	2125	1257	418	241.3	1.0	692	
5L	74.0	2184	1187	315	234.2	0.8	702	
5L	76.0	2243	1117	211	226.3	0.5	747	
5L	77.9	2300	1049	110	218.0	0.3	821	Governed
5L	78.0	2302	1036	96	215.5	0.2	822	
5L	80.0	2361	689	-287	147.1	-0.7	841	
5L	82.0	2420	342	-671	74.9	-1.7	860	
5L	84.0	2479	0	-1050	0.0	-2.6	877	

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1910	13203	13031	0.0	33.9	11284	
1C	2.0	1930	12672	12495	67.6	32.3	8342	
1C	4.0	1949	11840	11658	126.3	30.0	5789	
1C	6.0	1990	10594	10406	169.5	26.5	3982	
1C	6.3	1999	10371	10182	175.6	25.9	3739	70Percent
1C	8.0	2048	9238	9043	197.1	22.8	2783	
1C	8.3	2057	9044	8848	200.1	22.3	2647	80Percent
1C	9.8	2106	8081	7879	211.3	19.8	2116	85Percent
1C	10.0	2112	7947	7745	211.9	19.4	2058	
1C	10.9	2142	7344	7138	213.4	17.9	1839	
1L	10.9	1496	7874	7668	228.8	19.2	373	
1L	12.0	1647	7533	7322	241.1	18.3	391	
1L	14.0	1922	6555	6335	244.7	15.8	462	
1L	16.0	2196	5571	5341	237.7	13.3	483	
1L	16.8	2300	5017	4783	224.1	11.9	550	Governed
1L	18.0	2471	387	146	18.6	0.4	498	
1L	18.1	2485	0	-241	0.0	-0.6	493	

Clutch Fan Status : Fan On
 Air Conditioning Status : No AC

Axle Ratio: 4 890
 Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1868	17735	17563	0.0	48.0	10545	
R1C	2.0	1884	16561	16385	88.3	44.1	6610	
R1C	4.0	1933	14185	14004	151.3	36.7	3847	
R1C	4.3	1943	13820	13637	157.8	35.7	3576	70Percent
R1C	5.6	2002	12131	11944	181.2	30.8	2613	80Percent
R1C	6.0	2021	11615	11427	185.8	29.3	2383	
R1C	6.6	2050	10817	10627	191.0	27.1	2114	85Percent
R1C	8.0	2117	9126	8931	194.7	22.5	1761	
R1C	10.0	2234	6714	6512	179.0	16.2	1671	
R1C	10.6	2300	6169	5964	174.3	14.9	1436	Governed
R1C	12.0	2420	1502	1291	48.1	3.2	518	
R1C	12.4	2459	0	-213	0.0	-0.5	387	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12615	12443	0.0	32.2	10545	
1C	2.0	1883	12041	11864	64.2	30.6	7681	
1C	4.0	1898	11155	10973	119.0	28.1	5235	
1C	6.0	1939	9890	9703	158.2	24.6	3548	
1C	6.2	1943	9780	9591	160.9	24.3	3436	70Percent
1C	8.0	1999	8620	8425	183.9	21.2	2498	
1C	8.1	2002	8574	8379	184.6	21.1	2462	80Percent
1C	9.5	2050	7639	7439	194.4	18.6	1961	85Percent
1C	10.0	2065	7360	7158	196.3	17.9	1857	
1C	12.0	2132	6158	5947	197.0	14.8	1554	
1C	12.6	2152	5810	5597	194.8	13.9	1523	
2C	12.6	1959	5070	4856	170.0	12.0	3056	

2C	14.0	1983	4810	4590	179.6	11.4	2666	
2C	16.0	2018	4453	4223	190.0	10.5	2202	
2C	18.0	2052	4091	3850	196.4	9.5	1870	
2C	20.0	2090	3748	3496	199.9	8.6	1660	
2C	21.0	2108	3574	3315	200.2	8.2	1579	
2L	21.0	1542	4058	3800	227.4	9.4	286	
2L	22.0	1615	3957	3692	232.2	9.1	294	
2L	24.0	1761	3626	3348	232.1	8.3	317	
2L	26.0	1908	3308	3015	229.3	7.4	350	
2L	26.7	1958	3245	2947	230.8	7.3	357	
3L	26.7	1480	3060	2763	217.7	6.8	278	
3L	28.0	1553	3061	2754	228.6	6.8	276	
3L	30.0	1664	2904	2581	232.3	6.4	290	
3L	32.0	1775	2721	2381	232.2	5.9	315	
3L	34.0	1886	2533	2176	229.6	5.4	340	
3L	36.0	1997	2414	2040	231.8	5.0	370	
3L	37.6	2086	2281	1891	228.7	4.7	387	
4L	37.6	1480	2180	1790	218.6	4.4	240	
4L	38.0	1496	2207	1813	223.6	4.5	237	
4L	40.0	1575	2166	1753	231.1	4.3	245	
4L	42.0	1653	2081	1647	233.1	4.1	257	
4L	44.0	1732	1984	1529	232.8	3.8	280	
4L	46.0	1811	1893	1416	232.2	3.5	306	
4L	48.0	1889	1795	1295	229.8	3.2	330	
4L	50.0	1968	1734	1210	231.2	3.0	354	
4L	50.1	1974	1730	1204	231.4	3.0	356	
5L	50.1	1480	1608	1083	215.1	2.7	397	
5L	52.0	1535	1616	1067	224.1	2.6	406	
5L	54.0	1594	1587	1013	228.5	2.5	430	
5L	56.0	1653	1532	932	228.8	2.3	447	
5L	58.0	1712	1475	849	228.2	2.1	479	
5L	60.0	1771	1424	770	227.9	1.9	504	
5L	62.0	1830	1371	688	226.7	1.7	532	
5L	64.0	1889	1315	603	224.5	1.5	566	
5L	66.0	1948	1279	536	225.1	1.3	596	
5L	68.0	2007	1245	471	225.7	1.2	633	
5L	70.0	2066	1196	390	223.2	1.0	662	
5L	72.0	2125	1135	296	217.8	0.7	681	
5L	74.0	2184	1058	186	208.7	0.5	689	
5L	76.0	2243	981	75	198.7	0.2	733	
5L	77.9	2300	906	-33	188.4	-0.1	811	Governed
5L	78.0	2302	893	-47	185.8	-0.1	811	
5L	80.0	2361	539	-438	115.0	-1.1	830	
5L	82.0	2420	184	-829	40.3	-2.0	848	
5L	83.0	2451	0	-1032	0.0	-2.5	856	

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12615	12443	0.0	32.2	10545	
1C	2.0	1883	12041	11864	64.2	30.6	7681	
1C	4.0	1898	11155	10973	119.0	28.1	5235	
1C	6.0	1939	9890	9703	158.2	24.6	3548	
1C	6.2	1943	9780	9591	160.9	24.3	3436	70Percent
1C	8.0	1999	8620	8425	183.9	21.2	2498	

1C	8.1	2002	8574	8379	184.6	21.1	2462	80Percent
1C	9.5	2050	7639	7439	194.4	18.6	1961	85Percent
1C	10.0	2065	7360	7158	196.3	17.9	1857	
1C	10.9	2097	6825	6619	198.3	16.5	1719	
1L	10.9	1496	7594	7388	220.7	18.5	369	
1L	12.0	1647	7193	6982	230.2	17.5	385	
1L	14.0	1922	6093	5873	227.5	14.6	453	
1L	16.0	2196	4966	4736	211.9	11.7	466	
1L	16.8	2300	4355	4121	194.6	10.2	536	Governed
1L	17.9	2457	0	-240	0.0	-0.6	485	

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61755
Description : Valley Power System Re-power with John Deere 8.1L
Date : 11/30/2006
User : Rafael Mendez, Valley Power Systems
Application Review Status :
Output Units : US

ALLISON TRANSMISSION
VEHICLE ACCELERATION PERFORMANCE
Brakes Locked Start
Based on Standard Parameters

Transmission Input Ratio : 1.0000

Power Packs: 1

Transmission Input Efficiency (%): 100.00

Clutch Fan Status : Fan Off

Axle Ratio: 4.890

Air Conditioning Status : No AC

Auxiliary Gearing Ratio: 1.000

Grade: 0.0 percent

Reverse (R1C)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
R1C	2.0	0.2	0.3	8.548	1931
R1C	4.0	0.5	1.5	7.265	1984
R1C	6.0	0.8	3.8	5.825	2069
R1C	8.0	1.2	7.8	4.586	2163
R1C	10.0	1.7	14.6	3.335	2274
R1C	12.0	2.7	31.7	0.895	2434

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.436	1930
1C	4.0	0.6	1.9	5.897	1949
1C	6.0	1.0	4.5	5.251	1990
1C	8.0	1.4	8.8	4.538	2048
1C	10.0	1.9	15.1	3.894	2112
1C	12.0	2.4	24.3	3.233	2178
1C	12.6	2.6	27.6	3.049	2197
2C	14.0	3.2	38.1	2.582	2032
2C	16.0	4.0	55.9	2.379	2065
2C	18.0	4.9	77.8	2.185	2101
2C	20.0	5.8	104.7	1.977	2135
2C	21.0	6.3	120.4	1.878	2153
2L	22.0	6.8	136.3	1.961	1615
2L	24.0	7.9	172.4	1.802	1761
2L	26.0	9.1	215.0	1.650	1908

2L	26.7	9.5	230.9	1.621	1958
3L	28.0	10.4	266.5	1.486	1553
3L	30.0	11.8	325.1	1.408	1664
3L	32.0	13.2	392.2	1.314	1775
3L	34.0	14.8	468.9	1.219	1886
3L	36.0	16.5	555.6	1.159	1997
3L	37.6	17.9	632.3	1.092	2086
4L	38.0	18.3	655.0	0.989	1496
4L	40.0	20.4	771.9	0.965	1575
4L	42.0	22.5	899.7	0.915	1653
4L	44.0	24.8	1042.5	0.858	1732
4L	46.0	27.2	1201.7	0.804	1811
4L	48.0	29.8	1380.0	0.747	1889
4L	50.0	32.5	1578.5	0.707	1968
4L	50.1	32.7	1593.8	0.704	1974
5L	52.0	35.8	1823.8	0.596	1535
5L	54.0	39.2	2090.8	0.570	1594
5L	56.0	42.9	2384.3	0.531	1653
5L	58.0	46.8	2713.4	0.489	1712
5L	60.0	51.1	3082.7	0.451	1771
5L	62.0	55.7	3499.3	0.411	1830
5L	64.0	60.9	3975.2	0.369	1889
5L	66.0	66.6	4518.8	0.337	1948
5L	68.0	72.8	5131.4	0.306	2007
5L	70.0	79.8	5841.4	0.267	2066
5L	72.0	88.0	6694.8	0.222	2125
5L	74.0	98.4	7811.9	0.168	2184
5L	76.0	113.1	9422.9	0.113	2243
5L	78.0	138.1	12247.7	0.056	2302

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.436	1930
1C	4.0	0.6	1.9	5.897	1949
1C	6.0	1.0	4.5	5.251	1990
1C	8.0	1.4	8.8	4.538	2048
1C	10.0	1.9	15.1	3.894	2112
1C	10.9	2.1	18.8	3.558	2142
1L	12.0	2.4	24.2	3.320	1647
1L	14.0	3.1	36.7	2.865	1922
1L	16.0	3.8	53.2	2.431	2196
1L	18.0	6.1	111.4	0.171	2471

Clutch Fan Status : Fan On
 Air Conditioning Status : No AC
 Grade: 0.0 percent

Axle Ratio: 4.890
 Auxiliary Gearing Ratio: 1.000

Reverse (R1C)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
R1C	2.0	0.2	0.3	8.140	1884
R1C	4.0	0.5	1.6	6.748	1933
R1C	6.0	0.8	4.0	5.422	2021
R1C	8.0	1.3	8.4	4.258	2117
R1C	10.0	1.8	15.9	2.897	2234

R1C	12.0	3.0	36.1	0.672	2420
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Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.119	1883
1C	4.0	0.7	2.0	5.578	1898
1C	6.0	1.0	4.8	4.894	1939
1C	8.0	1.5	9.4	4.220	1999
1C	10.0	2.0	16.2	3.584	2065
1C	12.0	2.6	26.1	2.985	2132
1C	12.6	2.8	29.7	2.794	2152
2C	14.0	3.4	41.0	2.400	1983
2C	16.0	4.3	60.2	2.209	2018
2C	18.0	5.2	83.9	2.014	2052
2C	20.0	6.3	113.1	1.828	2090
2C	21.0	6.8	130.0	1.736	2108
2L	22.0	7.4	146.7	1.873	1615
2L	24.0	8.5	184.7	1.698	1761
2L	26.0	9.7	230.4	1.527	1908
2L	26.7	10.2	247.6	1.491	1958
3L	28.0	11.1	284.7	1.423	1553
3L	30.0	12.5	346.2	1.335	1664
3L	32.0	14.1	417.4	1.232	1775
3L	34.0	15.8	499.8	1.126	1886
3L	36.0	17.7	594.5	1.054	1997
3L	37.6	19.2	679.5	0.978	2086
4L	38.0	19.7	703.2	0.946	1496
4L	40.0	21.8	825.6	0.918	1575
4L	42.0	24.0	960.6	0.863	1653
4L	44.0	26.5	1112.7	0.801	1732
4L	46.0	29.0	1284.3	0.742	1811
4L	48.0	31.9	1479.0	0.679	1889
4L	50.0	34.9	1699.0	0.634	1968
4L	50.1	35.2	1716.1	0.630	1974
5L	52.0	38.4	1959.0	0.563	1535
5L	54.0	42.1	2243.1	0.534	1594
5L	56.0	46.0	2558.1	0.492	1653
5L	58.0	50.2	2915.5	0.448	1712
5L	60.0	54.9	3322.3	0.406	1771
5L	62.0	60.2	3789.1	0.363	1830
5L	64.0	66.1	4334.2	0.319	1889
5L	66.0	72.8	4973.3	0.283	1948
5L	68.0	80.3	5714.5	0.249	2007
5L	70.0	89.1	6610.6	0.207	2066
5L	72.0	100.2	7759.8	0.158	2125
5L	74.0	116.2	9477.5	0.100	2184
5L	76.0	147.3	12900.2	0.041	2243

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.119	1883
1C	4.0	0.7	2.0	5.578	1898
1C	6.0	1.0	4.8	4.894	1939

1C	8.0	1.5	9.4	4.220	1999
1C	10.0	2.0	16.2	3.584	2065
1C	10.9	2.3	20.2	3.304	2097
1L	12.0	2.6	25.9	3.168	1647
1L	14.0	3.3	39.1	2.658	1922
1L	16.0	4.1	57.3	2.160	2196

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No. : 61755
Description : Valley Power System Re-power with John Deere 8 1L
Date : 11/30/2006
User : Rafael Mendez, Valley Power Systems
Application Review Status :
Output Units : US

ALLISON TRANSMISSION
VEHICLE RETARDATION PERFORMANCE
Based on Standard Parameters

Transmission Input Ratio : 1 0000
Transmission Input Efficiency (%): 100.00
Engine Friction : Actual

Power Packs: 1

Clutch Fan Status : Fan Off
Air Conditioning Status : No AC

Axle Ratio: 4 890
Auxiliary Gearing Ratio: 1 000

Engine Only data is for comparison purposes only to help show retarder contribution
Closed Throttle Downshifts table is included for reference only

Retarder Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.5	892	-0.034	78.5	-9.4	22908	-0.091	621.2
5L	84.0	2479	-3.4	878	-0.034	77.9	-9.5	22894	-0.092	620.5
5L	82.0	2420	-3.4	839	-0.033	76.0	-9.5	22855	-0.092	618.6
5L	80.0	2361	-3.3	799	-0.032	74.0	-9.6	22815	-0.093	616.7
5L	78.0	2302	-3.2	759	-0.031	72.1	-9.6	22775	-0.093	614.8
5L	76.0	2243	-3.1	720	-0.030	70.2	-9.7	22731	-0.094	612.7
5L	74.0	2184	-3.0	681	-0.029	68.4	-9.8	22645	-0.095	609.7
5L	72.0	2125	-2.9	643	-0.028	66.6	-9.9	22561	-0.096	606.8
5L	70.0	2066	-2.8	606	-0.028	64.5	-10.0	22477	-0.097	603.6
5L	68.0	2007	-2.8	571	-0.027	62.2	-10.1	22395	-0.098	600.1
5L	66.0	1948	-2.7	537	-0.026	59.5	-10.2	22314	-0.099	596.2
5L	64.0	1889	-2.6	504	-0.025	56.6	-10.4	22235	-0.100	592.2
5L	62.0	1830	-2.5	473	-0.024	53.8	-10.5	22268	-0.102	591.0
5L	60.0	1771	-2.4	443	-0.023	51.0	-10.8	22338	-0.104	590.7
5L	58.0	1712	-2.3	414	-0.023	48.4	-11.0	22409	-0.107	590.5
5L	56.0	1653	-2.2	387	-0.022	45.8	-11.3	22482	-0.109	590.4
5L	54.0	1594	-2.2	363	-0.021	43.4	-11.6	22558	-0.112	590.4
5L	52.0	1535	-2.1	343	-0.020	41.1	-11.7	22147	-0.113	578.5
5L	50.0	1476	-2.0	323	-0.020	38.8	-11.7	21498	-0.114	560.7
5L	48.0	1417	-1.9	303	-0.019	36.6	-11.8	20849	-0.114	543.1
5L	46.0	1358	-1.9	283	-0.018	34.5	-11.8	20201	-0.114	525.5
5L	45.7	1350	-1.9	281	-0.018	34.3	-11.8	20112	-0.114	523.1
4L	45.7	1800	-2.2	307	-0.021	48.6	-12.1	20138	-0.116	537.4
4L	44.0	1732	-2.1	287	-0.020	45.9	-12.2	19576	-0.117	521.3
4L	42.0	1653	-2.0	266	-0.019	42.9	-12.2	18925	-0.117	502.8
4L	40.0	1575	-1.9	249	-0.019	40.0	-12.3	18279	-0.118	484.4
4L	38.0	1496	-1.9	235	-0.018	37.2	-12.4	17620	-0.119	465.7

4L	36.0	1417	-1.8	221	-0.018	34.6	-12.3	16664	-0.118	439.9
4L	34.0	1338	-1.8	206	-0.017	32.1	-12.2	15707	-0.117	414.2
4L	32.0	1260	-1.7	190	-0.016	29.7	-12.1	14750	-0.117	388.6
4L	31.4	1235	-1.7	185	-0.016	29.0	-12.1	14449	-0.116	380.6
3L	31.4	1740	-2.2	260	-0.021	45.5	-12.6	14525	-0.120	397.1
3L	30.0	1664	-2.1	244	-0.020	42.7	-12.5	13862	-0.119	378.3
3L	28.0	1553	-2.0	227	-0.019	38.8	-12.4	12903	-0.118	351.2
3L	26.0	1442	-2.0	213	-0.019	35.1	-12.3	11947	-0.117	324.3
3L	24.0	1331	-1.9	196	-0.018	31.7	-11.9	10595	-0.112	288.0
3L	23.0	1275	-1.9	187	-0.018	30.1	-11.5	9827	-0.109	267.7
2L	23.0	1687	-2.4	239	-0.023	43.3	-12.0	9879	-0.112	280.9
2L	22.0	1615	-2.4	226	-0.022	40.7	-11.6	9122	-0.108	259.9
2L	20.0	1468	-2.3	211	-0.021	35.8	-10.8	7604	-0.100	218.0
2L	18.0	1321	-2.2	192	-0.021	31.3	-9.7	6082	-0.090	176.5
2L	16.0	1174	-2.1	169	-0.020	27.2	-8.4	4556	-0.078	135.3
2L	14.0	1027	-2.1	142	-0.019	23.4	-6.8	3026	-0.063	94.5
2L	14.0	1025	-2.1	142	-0.019	23.4	-6.8	3005	-0.063	94.0
2C	14.0	700	-2.1	405	-0.019	24.2	-6.8	3269	-0.061	94.7

Std Preselect Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.5	892	-0.034	78.5	-9.4	22908	-0.091	621.2
5L	84.0	2479	-3.4	878	-0.034	77.9	-9.5	22894	-0.092	620.5
5L	82.0	2420	-3.4	839	-0.033	76.0	-9.5	22855	-0.092	618.6
5L	80.0	2361	-3.3	799	-0.032	74.0	-9.6	22815	-0.093	616.7
5L	78.0	2302	-3.2	759	-0.031	72.1	-9.6	22775	-0.093	614.8
5L	76.0	2243	-3.1	720	-0.030	70.2	-9.7	22731	-0.094	612.7
5L	74.0	2184	-3.0	681	-0.029	68.4	-9.8	22645	-0.095	609.7
5L	72.0	2125	-2.9	643	-0.028	66.6	-9.9	22561	-0.096	606.8
5L	70.0	2066	-2.8	606	-0.028	64.5	-10.0	22477	-0.097	603.6
5L	68.0	2007	-2.8	571	-0.027	62.2	-10.1	22395	-0.098	600.1
5L	66.0	1949	-2.7	538	-0.026	59.6	-10.2	22316	-0.099	596.3
4L	66.0	2600	-2.8	576	-0.028	72.4	-10.4	22355	-0.100	609.1
4L	66.0	2598	-2.8	576	-0.028	72.3	-10.4	22353	-0.100	609.1
4L	64.0	2519	-2.8	549	-0.027	70.4	-10.6	22280	-0.102	606.0
4L	62.0	2441	-2.7	522	-0.026	68.5	-10.8	22317	-0.104	605.7
4L	60.0	2362	-2.6	495	-0.026	66.6	-11.0	22390	-0.106	606.2
4L	58.0	2283	-2.6	468	-0.025	64.6	-11.3	22463	-0.108	606.8
4L	56.0	2204	-2.5	440	-0.024	62.7	-11.6	22535	-0.111	607.3
4L	54.0	2126	-2.5	412	-0.024	60.9	-11.9	22607	-0.114	607.9
4L	52.0	2047	-2.4	385	-0.023	58.6	-12.0	22189	-0.116	596.0
4L	50.0	1968	-2.3	358	-0.023	55.8	-12.0	21533	-0.116	577.7
4L	48.0	1889	-2.2	333	-0.022	52.4	-12.1	20880	-0.116	558.8
4L	46.9	1845	-2.2	320	-0.021	50.5	-12.1	20511	-0.116	548.2
3L	46.9	2600	-2.6	457	-0.025	69.4	-12.5	20648	-0.118	567.1
3L	46.0	2552	-2.6	448	-0.024	68.4	-12.5	20365	-0.119	559.3
3L	44.0	2441	-2.5	427	-0.024	66.1	-12.6	19715	-0.119	541.5
3L	42.0	2330	-2.5	402	-0.024	63.8	-12.7	19062	-0.120	523.7
3L	40.0	2219	-2.4	376	-0.023	61.4	-12.8	18406	-0.121	505.8
3L	38.0	2108	-2.4	347	-0.023	59.0	-12.9	17732	-0.122	487.5
3L	36.0	1997	-2.4	320	-0.023	55.7	-12.9	16763	-0.122	461.0
3L	35.4	1966	-2.3	312	-0.022	54.6	-12.8	16491	-0.122	453.4
2L	35.4	2601	-2.7	416	-0.025	68.4	-13.2	16594	-0.122	467.2

2L	34.0	2495	-2.7	401	-0.025	66.4	-13.2	15902	-0.122	448.4
2L	32.0	2348	-2.7	376	-0.025	63.4	-13.1	14935	-0.122	422.3
2L	30.0	2202	-2.7	347	-0.025	60.4	-13.1	13964	-0.122	396.0
2L	28.0	2055	-2.6	314	-0.025	57.1	-13.1	12990	-0.121	369.5
2L	26.0	1908	-2.6	283	-0.024	51.8	-12.9	12017	-0.120	341.0
2L	24.0	1761	-2.5	253	-0.023	46.0	-12.4	10652	-0.115	302.3
2L	22.0	1615	-2.4	226	-0.022	40.7	-11.6	9122	-0.108	259.9
2L	20.0	1468	-2.3	211	-0.021	35.8	-10.8	7604	-0.100	218.0
2L	19.0	1391	-2.2	202	-0.021	33.4	-10.2	6806	-0.095	196.2
1C	19.0	2419	-4.1	704	-0.034	72.6	-12.2	7308	-0.100	235.4
1C	18.0	2277	-4.2	687	-0.035	70.0	-11.7	6577	-0.096	215.1
1C	16.0	1966	-4.2	652	-0.035	63.0	-10.5	5039	-0.086	171.1
1C	14.0	1661	-3.9	588	-0.032	51.0	-8.6	3473	-0.071	122.1
1C	12.0	1327	-3.6	557	-0.030	40.5	-4.0	750	-0.033	45.2
1C	10.0	955	-3.5	566	-0.027	32.5	-3.8	703	-0.030	35.9
1C	8.0	700	-3.6	511	-0.026	26.8	-3.8	592	-0.028	28.8

Closed Throttle Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.5	892	-0.034	78.5	-9.4	22908	-0.091	621.2
5L	84.0	2479	-3.4	878	-0.034	77.9	-9.5	22894	-0.092	620.5
5L	82.0	2420	-3.4	839	-0.033	76.0	-9.5	22855	-0.092	618.6
5L	80.0	2361	-3.3	799	-0.032	74.0	-9.6	22815	-0.093	616.7
5L	78.0	2302	-3.2	759	-0.031	72.1	-9.6	22775	-0.093	614.8
5L	76.0	2243	-3.1	720	-0.030	70.2	-9.7	22731	-0.094	612.7
5L	74.0	2184	-3.0	681	-0.029	68.4	-9.8	22645	-0.095	609.7
5L	72.0	2125	-2.9	643	-0.028	66.6	-9.9	22561	-0.096	606.8
5L	70.0	2066	-2.8	606	-0.028	64.5	-10.0	22477	-0.097	603.6
5L	68.0	2007	-2.8	571	-0.027	62.2	-10.1	22395	-0.098	600.1
5L	66.0	1948	-2.7	537	-0.026	59.5	-10.2	22314	-0.099	596.2
5L	64.0	1889	-2.6	504	-0.025	56.6	-10.4	22235	-0.100	592.2
5L	62.0	1830	-2.5	473	-0.024	53.8	-10.5	22268	-0.102	591.0
5L	60.0	1771	-2.4	443	-0.023	51.0	-10.8	22338	-0.104	590.7
5L	58.0	1712	-2.3	414	-0.023	48.4	-11.0	22409	-0.107	590.5
5L	56.0	1653	-2.2	387	-0.022	45.8	-11.3	22482	-0.109	590.4
5L	54.0	1594	-2.2	363	-0.021	43.4	-11.6	22558	-0.112	590.4
5L	52.0	1535	-2.1	343	-0.020	41.1	-11.7	22147	-0.113	578.5
5L	50.0	1476	-2.0	323	-0.020	38.8	-11.7	21498	-0.114	560.7
5L	48.0	1417	-1.9	303	-0.019	36.6	-11.8	20849	-0.114	543.1
5L	46.0	1358	-1.9	283	-0.018	34.5	-11.8	20201	-0.114	525.5
5L	44.0	1299	-1.8	264	-0.018	32.5	-11.9	19552	-0.115	507.9
5L	42.0	1240	-1.7	245	-0.017	30.6	-11.9	18904	-0.116	490.5
5L	40.0	1181	-1.7	226	-0.016	28.8	-12.0	18257	-0.116	473.2
5L	38.0	1122	-1.6	208	-0.016	27.0	-12.1	17593	-0.117	455.5
5L	36.0	1063	-1.6	190	-0.015	25.3	-12.1	16633	-0.117	430.6
5L	35.6	1050	-1.6	186	-0.015	25.0	-12.0	16425	-0.117	425.2
4L	35.6	1400	-1.8	218	-0.017	34.1	-12.3	16456	-0.118	434.3
4L	34.0	1338	-1.8	206	-0.017	32.1	-12.2	15707	-0.117	414.2
4L	32.0	1260	-1.7	190	-0.016	29.7	-12.1	14750	-0.117	388.6
4L	30.0	1181	-1.6	174	-0.016	27.5	-12.1	13792	-0.116	363.1
4L	28.0	1102	-1.6	157	-0.015	25.3	-12.0	12833	-0.115	337.8
4L	27.3	1075	-1.6	152	-0.015	24.6	-12.0	12502	-0.115	329.0
3L	27.3	1515	-2.0	222	-0.019	37.5	-12.4	12573	-0.118	341.9

3L	26.0	1442	-2.0	213	-0.019	35.1	-12.3	11947	-0.117	324.3
3L	24.0	1331	-1.9	196	-0.018	31.7	-11.9	10595	-0.112	288.0
3L	22.0	1220	-1.8	177	-0.018	28.5	-11.1	9073	-0.106	247.7
3L	20.0	1110	-1.8	157	-0.017	25.5	-10.3	7550	-0.098	207.7
3L	19.8	1101	-1.8	155	-0.017	25.3	-10.2	7428	-0.097	204.5
2L	19.8	1456	-2.3	210	-0.021	35.4	-10.7	7482	-0.099	214.7
2L	18.0	1321	-2.2	192	-0.021	31.3	-9.7	6082	-0.090	176.5
2L	16.0	1174	-2.1	169	-0.020	27.2	-8.4	4556	-0.078	135.3
2L	14.0	1027	-2.1	142	-0.019	23.4	-6.8	3026	-0.063	94.5
2L	14.0	1025	-2.1	142	-0.019	23.4	-6.8	3005	-0.063	94.0
2C	14.0	700	-2.1	405	-0.019	24.2	-6.8	3269	-0.061	94.7

Clutch Fan Status : Fan On
 Air Conditioning Status : No AC

Axle Ratio: 4 890
 Auxiliary Gearing Ratio: 1 000

Engine Only data is for comparison purposes only to help show retarder contribution
 Closed Throttle Downshifts table is included for reference only

Retarder Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.9	963	-0.038	120.0	-9.9	22979	-0.096	662.7
5L	84.0	2479	-3.9	942	-0.038	118.4	-9.9	22958	-0.096	661.1
5L	82.0	2420	-3.8	885	-0.037	113.9	-9.9	22901	-0.096	656.5
5L	80.0	2361	-3.7	831	-0.036	109.4	-10.0	22847	-0.097	652.1
5L	78.0	2302	-3.6	780	-0.035	105.0	-10.0	22796	-0.097	647.7
5L	76.0	2243	-3.5	732	-0.034	100.7	-10.1	22743	-0.098	643.3
5L	74.0	2184	-3.4	690	-0.033	96.6	-10.2	22654	-0.099	638.0
5L	72.0	2125	-3.3	651	-0.032	92.6	-10.2	22569	-0.099	632.8
5L	70.0	2066	-3.2	614	-0.031	88.4	-10.3	22485	-0.100	627.5
5L	68.0	2007	-3.0	578	-0.030	84.1	-10.4	22402	-0.101	622.0
5L	66.0	1948	-2.9	543	-0.029	79.5	-10.5	22320	-0.102	616.3
5L	64.0	1889	-2.8	510	-0.028	74.8	-10.6	22240	-0.103	610.4
5L	62.0	1830	-2.7	478	-0.027	70.4	-10.8	22273	-0.105	607.5
5L	60.0	1771	-2.6	448	-0.026	66.1	-11.0	22343	-0.107	605.7
5L	58.0	1712	-2.5	419	-0.025	62.0	-11.2	22414	-0.109	604.1
5L	56.0	1653	-2.4	391	-0.024	58.1	-11.5	22486	-0.111	602.7
5L	54.0	1594	-2.3	366	-0.023	54.3	-11.8	22562	-0.114	601.4
5L	52.0	1535	-2.3	346	-0.022	50.8	-11.9	22150	-0.115	588.3
5L	50.0	1476	-2.2	325	-0.021	47.5	-11.9	21501	-0.115	569.4
5L	48.0	1417	-2.1	305	-0.020	44.3	-11.9	20852	-0.115	550.8
5L	46.0	1358	-2.0	286	-0.019	41.3	-11.9	20203	-0.116	532.2
5L	45.7	1350	-2.0	283	-0.019	40.9	-12.0	20114	-0.116	529.7
4L	45.7	1800	-2.5	307	-0.024	64.3	-12.4	20138	-0.119	553.1
4L	44.0	1732	-2.4	287	-0.023	59.9	-12.5	19576	-0.120	535.3
4L	42.0	1653	-2.3	266	-0.022	55.0	-12.5	18925	-0.120	514.9
4L	40.0	1575	-2.2	249	-0.021	50.4	-12.5	18279	-0.120	494.9
4L	38.0	1496	-2.1	235	-0.020	46.2	-12.6	17620	-0.121	474.7
4L	36.0	1417	-2.0	221	-0.019	42.3	-12.5	16664	-0.120	447.6
4L	34.0	1338	-1.9	206	-0.019	38.6	-12.4	15707	-0.119	420.6
4L	32.0	1260	-1.8	190	-0.018	35.0	-12.3	14750	-0.118	393.8
4L	31.4	1235	-1.8	185	-0.018	33.9	-12.3	14450	-0.118	385.5
3L	31.4	1740	-2.6	264	-0.025	59.8	-13.0	14529	-0.124	411.4
3L	30.0	1664	-2.5	247	-0.024	55.1	-12.9	13865	-0.123	390.8
3L	28.0	1553	-2.4	229	-0.023	48.9	-12.8	12905	-0.121	361.3
3L	26.0	1442	-2.3	215	-0.022	43.3	-12.6	11949	-0.120	332.5

3L	24.0	1331	-2.2	198	-0.021	38.1	-12.1	10597	-0.115	294.4
3L	23.0	1275	-2.1	188	-0.020	35.6	-11.7	9828	-0.111	273.2
2L	23.0	1687	-2.9	243	-0.027	56.3	-12.6	9883	-0.117	293.9
2L	22.0	1615	-2.8	230	-0.027	52.1	-12.1	9126	-0.113	271.3
2L	20.0	1468	-2.7	214	-0.025	44.4	-11.2	7607	-0.104	226.6
2L	18.0	1321	-2.5	194	-0.024	37.5	-10.0	6084	-0.093	182.7
2L	16.0	1174	-2.4	170	-0.022	31.2	-8.6	4557	-0.081	139.3
2L	14.0	1027	-2.2	143	-0.021	25.2	-6.9	3027	-0.065	96.3
2L	14.0	1025	-2.2	143	-0.021	25.1	-6.9	3006	-0.064	95.7
2C	14.0	700	-1.6	222	-0.015	16.4	-6.3	3085	-0.059	86.9

Std Preselect Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.9	963	-0.038	120.0	-9.9	22979	-0.096	662.7
5L	84.0	2479	-3.9	942	-0.038	118.4	-9.9	22958	-0.096	661.1
5L	82.0	2420	-3.8	885	-0.037	113.9	-9.9	22901	-0.096	656.5
5L	80.0	2361	-3.7	831	-0.036	109.4	-10.0	22847	-0.097	652.1
5L	78.0	2302	-3.6	780	-0.035	105.0	-10.0	22796	-0.097	647.7
5L	76.0	2243	-3.5	732	-0.034	100.7	-10.1	22743	-0.098	643.3
5L	74.0	2184	-3.4	690	-0.033	96.6	-10.2	22654	-0.099	638.0
5L	72.0	2125	-3.3	651	-0.032	92.6	-10.2	22569	-0.099	632.8
5L	70.0	2066	-3.2	614	-0.031	88.4	-10.3	22485	-0.100	627.5
5L	68.0	2007	-3.0	578	-0.030	84.1	-10.4	22402	-0.101	622.0
5L	66.0	1949	-2.9	544	-0.029	79.6	-10.5	22322	-0.102	616.4
4L	66.0	2600	-3.5	673	-0.034	118.2	-11.1	22451	-0.106	654.9
4L	66.0	2598	-3.5	671	-0.034	118.0	-11.1	22448	-0.106	654.8
4L	64.0	2519	-3.4	614	-0.033	112.5	-11.2	22345	-0.107	648.1
4L	62.0	2441	-3.3	563	-0.032	107.0	-11.4	22357	-0.109	644.2
4L	60.0	2362	-3.2	516	-0.031	101.7	-11.6	22411	-0.111	641.4
4L	58.0	2283	-3.1	476	-0.030	96.5	-11.8	22471	-0.113	638.7
4L	56.0	2204	-3.0	440	-0.029	91.5	-12.1	22535	-0.116	636.1
4L	54.0	2126	-2.9	412	-0.028	86.7	-12.3	22607	-0.119	633.7
4L	52.0	2047	-2.8	385	-0.027	81.7	-12.4	22189	-0.120	619.1
4L	50.0	1968	-2.7	358	-0.026	76.3	-12.4	21533	-0.119	598.2
4L	48.0	1889	-2.6	333	-0.025	70.5	-12.4	20880	-0.119	576.9
4L	46.9	1845	-2.5	320	-0.025	67.4	-12.4	20511	-0.119	565.0
3L	46.9	2600	-3.5	565	-0.033	115.5	-13.4	20756	-0.127	613.2
3L	46.0	2552	-3.4	536	-0.033	112.3	-13.4	20453	-0.127	603.2
3L	44.0	2441	-3.3	477	-0.032	104.9	-13.4	19765	-0.127	580.3
3L	42.0	2330	-3.2	426	-0.031	97.8	-13.5	19085	-0.127	557.7
3L	40.0	2219	-3.1	384	-0.030	90.9	-13.5	18415	-0.128	535.3
3L	38.0	2108	-3.0	354	-0.029	84.3	-13.6	17739	-0.128	512.8
3L	36.0	1997	-2.9	325	-0.028	77.3	-13.4	16768	-0.127	482.6
3L	35.4	1966	-2.9	317	-0.027	75.2	-13.4	16496	-0.127	473.9
2L	35.4	2601	-3.9	528	-0.037	114.6	-14.4	16707	-0.134	513.4
2L	34.0	2495	-3.8	471	-0.036	107.7	-14.3	15973	-0.133	489.7
2L	32.0	2348	-3.7	406	-0.034	98.3	-14.2	14965	-0.131	457.1
2L	30.0	2202	-3.5	356	-0.033	89.3	-14.0	13974	-0.130	424.9
2L	28.0	2055	-3.4	322	-0.032	80.6	-13.9	12998	-0.128	393.0
2L	26.0	1908	-3.2	289	-0.030	70.6	-13.6	12023	-0.126	359.8
2L	24.0	1761	-3.0	258	-0.028	60.8	-13.0	10657	-0.121	317.1
2L	22.0	1615	-2.8	230	-0.027	52.1	-12.1	9126	-0.113	271.3
2L	20.0	1468	-2.7	214	-0.025	44.4	-11.2	7607	-0.104	226.6

2L	19.0	1391	-2.6	204	-0.024	40.7	-10.6	6809	-0.099	203.5
1C	19.0	2301	-6.0	1019	-0.049	110.9	-14.1	7624	-0.115	273.7
1C	18.0	2152	-5.8	983	-0.048	102.2	-13.4	6873	-0.109	247.4
1C	16.0	1853	-5.3	883	-0.044	81.8	-11.6	5271	-0.095	189.9
1C	14.0	1555	-4.7	773	-0.038	62.4	-9.4	3657	-0.077	133.5
1C	12.0	1250	-4.1	681	-0.034	46.7	-4.5	873	-0.037	51.4
1C	10.0	942	-3.6	584	-0.029	33.2	-3.9	721	-0.032	36.5
1C	8.0	700	-2.8	383	-0.024	20.3	-3.1	465	-0.026	22.3

Closed Throttle Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	84.7	2500	-3.9	963	-0.038	120.0	-9.9	22979	-0.096	662.7
5L	84.0	2479	-3.9	942	-0.038	118.4	-9.9	22958	-0.096	661.1
5L	82.0	2420	-3.8	885	-0.037	113.9	-9.9	22901	-0.096	656.5
5L	80.0	2361	-3.7	831	-0.036	109.4	-10.0	22847	-0.097	652.1
5L	78.0	2302	-3.6	780	-0.035	105.0	-10.0	22796	-0.097	647.7
5L	76.0	2243	-3.5	732	-0.034	100.7	-10.1	22743	-0.098	643.3
5L	74.0	2184	-3.4	690	-0.033	96.6	-10.2	22654	-0.099	638.0
5L	72.0	2125	-3.3	651	-0.032	92.6	-10.2	22569	-0.099	632.8
5L	70.0	2066	-3.2	614	-0.031	88.4	-10.3	22485	-0.100	627.5
5L	68.0	2007	-3.0	578	-0.030	84.1	-10.4	22402	-0.101	622.0
5L	66.0	1948	-2.9	543	-0.029	79.5	-10.5	22320	-0.102	616.3
5L	64.0	1889	-2.8	510	-0.028	74.8	-10.6	22240	-0.103	610.4
5L	62.0	1830	-2.7	478	-0.027	70.4	-10.8	22273	-0.105	607.5
5L	60.0	1771	-2.6	448	-0.026	66.1	-11.0	22343	-0.107	605.7
5L	58.0	1712	-2.5	419	-0.025	62.0	-11.2	22414	-0.109	604.1
5L	56.0	1653	-2.4	391	-0.024	58.1	-11.5	22486	-0.111	602.7
5L	54.0	1594	-2.3	366	-0.023	54.3	-11.8	22562	-0.114	601.4
5L	52.0	1535	-2.3	346	-0.022	50.8	-11.9	22150	-0.115	588.3
5L	50.0	1476	-2.2	325	-0.021	47.5	-11.9	21501	-0.115	569.4
5L	48.0	1417	-2.1	305	-0.020	44.3	-11.9	20852	-0.115	550.8
5L	46.0	1358	-2.0	286	-0.019	41.3	-11.9	20203	-0.116	532.2
5L	44.0	1299	-1.9	266	-0.019	38.4	-12.0	19554	-0.116	513.8
5L	42.0	1240	-1.9	247	-0.018	35.6	-12.1	18906	-0.117	495.5
5L	40.0	1181	-1.8	228	-0.017	32.8	-12.1	18258	-0.117	477.2
5L	38.0	1122	-1.7	209	-0.017	30.2	-12.2	17594	-0.118	458.7
5L	36.0	1063	-1.6	191	-0.016	27.6	-12.1	16634	-0.117	432.9
5L	35.6	1050	-1.6	187	-0.016	27.0	-12.1	16425	-0.117	427.3
4L	35.6	1400	-2.0	218	-0.019	41.4	-12.5	16456	-0.120	441.7
4L	34.0	1338	-1.9	206	-0.019	38.6	-12.4	15707	-0.119	420.6
4L	32.0	1260	-1.8	190	-0.018	35.0	-12.3	14750	-0.118	393.8
4L	30.0	1181	-1.8	174	-0.017	31.5	-12.2	13792	-0.117	367.2
4L	28.0	1102	-1.7	158	-0.016	28.2	-12.1	12834	-0.116	340.6
4L	27.3	1075	-1.7	152	-0.016	27.1	-12.0	12502	-0.116	331.5
3L	27.3	1515	-2.3	224	-0.022	46.9	-12.7	12575	-0.121	351.3
3L	26.0	1442	-2.3	215	-0.022	43.3	-12.6	11949	-0.120	332.5
3L	24.0	1331	-2.2	198	-0.021	38.1	-12.1	10597	-0.115	294.4
3L	22.0	1220	-2.0	179	-0.019	33.2	-11.3	9075	-0.107	252.4
3L	20.0	1110	-1.9	158	-0.019	28.5	-10.4	7551	-0.099	210.7
3L	19.8	1101	-1.9	156	-0.018	28.1	-10.3	7429	-0.098	207.4
2L	19.8	1456	-2.7	212	-0.025	43.8	-11.1	7485	-0.103	223.1
2L	18.0	1321	-2.5	194	-0.024	37.5	-10.0	6084	-0.093	182.7
2L	16.0	1174	-2.4	170	-0.022	31.2	-8.6	4557	-0.081	139.3

2L	14.0	1027	-2.2	143	-0.021	25.2	-6.9	3027	-0.065	96.3	
2L	14.0	1025	-2.2	143	-0.021	25.1	-6.9	3006	-0.064	95.7	
2C	14.0	700	-1.6	222	-0.015	16.4	-6.3	3085	-0.059	86.9	

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

40' New Flyer Low Floor

SCAAN No. : 61886
 Description : Valley Power System/Re-power Santa Cruz Project 40
 Date : 12/1/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

ALLISON TRANSMISSION
 INPUT SUMMARY

VOCATION

Service	Bus
Application	City / Transit Bus - U.S. APTA
Configuration	Straight Vehicle
Vocation Number	44-65-14

VEHICLE PARAMETERS

Description

End User (and Region, Sub Region)	SANTA CRUZ MTD (North America, Western)
Manufacturer (and Region, Sub Region)	New Flyer (North America, Canadian)
Model	NEW FLYER 40' LOW FLOOR
Description	TRANSIT BUS

Area and Weight

Power Packs	1
Height	9.00 (ft)
Width	8.50 (ft)
Standard Wind Resistance Coefficient (No Deflector)	0.55
User Defined Resistance Coefficient (No Deflector)	0.00
Weight (No Trailer, GVW)	39630 (lb)
Weight on Drive Wheels	66.00 (%)
Weight on Drive Wheels	26156 (lb)

Tires

Number of Tires	6
Manufacturer	
Tire Model & Size	
Tire Type	Standard Radial Tire
Revs	575 (revs/mi)
Radius	17.54 (in.)
Standard Surface Factor	1.0 Smooth Concrete
User Defined Surface Factor	0.0
Traction Limit Coefficient (On-Road)	0.70

ENGINE

Engine Manufacturer	John Deere
Model	8.1L CNG
Description	280hp / 900lbft / 2300rpm
Certification Year	2003
Peak Torque/Speed	900.0/1500 (lb-ft)/(rpm)
Peak Power/Speed	280.0/2100 (hp)/(rpm)
Governed Power/Speed	256.0/2300 (hp)/(rpm)
Engine Curve Reference	
No. Of Curves	Single
SCAAN File Number	20-0017

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

ACCESSORIES (Power at governed speed)

	Standard (hp)	User (hp)
Fan (clutch fan)	31.27	0.00
Alt/Generator	5.60	0.00
Air Compressor	1.53	0.00
Steer Pump	1.53	0.00
Air Conditioning	0.00	0.00

TRANSMISSION

Manufacturer	Allison
Configuration	B400 w/Ret (1-5) (1-400-12)
Converter	TC418 (Recommended) (1-418-1)
Retarder	MD/B, Medium Capacity - WTEC-III (1-3000-2)
Shift Calibration	2300 rpm S3 Perf / Econ, Retarder, Std Preselects, (1-5) (1-400-2300-2022)
Rating	Transit Bus - WT3 & 4th Gen (1-400-11)

DRIVELINE

Propshaft	DriveAxles
Std Efficiency	98.60 (%)
Axle	4x2 On Hwy Single Red
Manufacturer	
Description	
Ratio Description	Single
Ratio	4.040
Std Efficiency	97.00 (%)
Overall Driveline	
Ratio	4.040
Std Efficiency	95.64 (%)

GRADES

Std Acceleration	0.00 (%)
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INERTIA

Engine (estimated)	1.3478 (lb-ft-sec ²)
Tires/Wheels (estimated)	24.3645 (lb-ft-sec ²)

ENGINE DETAIL - Standard Accessories (AC On where applicable)

Low And High Power

Speed (rpm)	Power (hp)	Torque (lb-ft)	Fan On/AC On Net Power (hp)	Fan On/AC On Net Torque (lb-ft)	Fan Off/AC On Net Power (hp)	Fan Off/AC On Net Torque (lb-ft)	
1400	222.5	834.7	208.0	780.2	215.0	806.7	
1500	257.0	900.0	240.8	843.0	249.4	873.4	Peak Torque
1600	267.9	879.4	249.6	819.5	260.2	854.0	
1700	270.3	835.2	249.9	771.9	262.5	810.9	
1800	273.3	797.4	250.3	730.3	265.3	774.1	
1900	273.5	756.1	247.8	684.9	265.4	733.6	
2000	280.0	735.3	251.2	659.6	271.7	713.6	
2100	280.0	700.3	247.8	619.7	271.6	679.3	Peak Power
2300	256.0	584.6	216.1	493.4	247.3	564.8	Governed
2500	0.0	0.0	-49.1	-103.1	-8.9	-18.8	No Load Governed

Peak Power point has been defined for the purposes of assessing Accessory Losses

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SCAAN No : 61886

Description : Valley Power System/Re-power Santa Cruz Project 40
 Date : 12/1/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

**ALLISON TRANSMISSION
 SCAAN SUMMARY**
 Based On Standard Parameters

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle
 End User: SANTA CRUZ MTD (North America, Western)
 Manufacturer: New Flyer (North America, Canadian)
 Model: NEW FLYER 40' LOW FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbft / 2300rpm
 Engine Certification Year: 2003
 Transmission: B400 w/Ret (1-5)
 Rating: Transit Bus - WT3 & 4th Gen
 Converter: TC418 (Recommended)
 Retarder: MD/B, Medium Capacity - WTEC-III

Converter

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
C1	Transmission/Converter Compatibility					OK
C2	Engine/Converter Compatibility					OK
C4	Engine Speed At Converter Stall		rpm		1868	
C5	Minimum Engine Speed	1600	rpm	Min	1868	OK
C7	Turbine Torque At Stall	1370	lb-ft	Max	1360	OK
C8	Converter Speed Ratio at 2300 rpm	0.800		Min	0.911	OK
C3	Converter Stall Torque Ratio				1.980	

Transmission

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
T1	Transmission/Vocation Compatibility					OK
T2	Transmission Compatible with Compressed Natural Gas Engines					OK
T10	Transmission / Engine Prewire Compatibility					OK
T17	Transmission Permitted in End User/Chassis Mfg Locations					OK
T15	Input Power(Gross)	300	hp	Max	280	OK
T14	Input Torque(Gross)	925	lb-ft	Max	900	OK
T3	Input Speed (Engine Governed Speed)	2000 / 2800	rpm		2300	OK
T11	Transmission Output Speed	3600	rpm	Max	2517	OK

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V1	Vehicle Weight, GVW	45000	lbm	Max	39630	OK
V21	1st Range Converter Stall Gradeability		percent		32.5	
V13	1st Range 70% Converter Efficiency Net Gradeability		percent		24.5	
V14	1st Range 80% Converter Efficiency Gradeability	16.0	percent	Min	21.3	OK
V17	Maximum Geared Vehicle Speed At Engine Governed Speed		mph		79.2	
V43	Heat Generated in 1st Range 70% Converter Efficiency		Btu/min		3441	
V44	Heat Generated in 1st Range 80% Converter Efficiency		Btu/min		2463	

OK: Acceptable
 OK-1: OK based on pre-acceptance by Engineering
 OK-2: OK based on Accepted Application Review
 C: Consider - manufacturer to assess
 XX: Questionable - may not be acceptable
 XXX: Not Acceptable - rating or usage violation

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

Notes

Check	Comments
C5	(Net peak torque speed + allowable variation is 1500 + 100 rpm)
T11	Range 5L at 65.0 mph
V17	In 5 Lockup
V43	At 1943 rpm Engine Speed
V44	At 2002 rpm Engine Speed

SCAAN SUMMARY-APTA GUIDELINES

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V36	Vehicle Speed On 2.50% Grade (APTA)	40.0	mph	Min	54.7	OK
V37	Vehicle Speed On 16.00% Grade (APTA)	7.0	mph	Min	11.5	OK
V39	Acceleration Time, 0-10.0 mph, 0.0% Grade (APTA)	5.0	sec	Max	2.0	OK
V40	Acceleration Time, 0-20.0 mph, 0.0% Grade (APTA)	10.8	sec	Max	6.1	OK
V41	Acceleration Time, 0-30.0 mph, 0.0% Grade (APTA)	20.0	sec	Max	12.2	OK
V42	Acceleration Time, 0-40.0 mph, 0.0% Grade (APTA)	31.0	sec	Max	21.1	OK

Notes

Check	Comments
V36	in Range5L
V37	in Range1C
V39	Full Throttle & Vehicle Brakes Locked Start
V40	Full Throttle & Vehicle Brakes Locked Start
V41	Full Throttle & Vehicle Brakes Locked Start
V42	Full Throttle & Vehicle Brakes Locked Start

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No. : 61886

Description : Valley Power System/Re-power Santa Cruz Project 40

Date : 12/1/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
CUSTOMER PERFORMANCE SUMMARY
Based on Standard Parameters

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle

End User: SANTA CRUZ MTD (North America, Western)

Manufacturer: New Flyer (North America, Canadian)

Model: NEW FLYER 40' LOW FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbf / 2300rpm

Engine Certification Year: 2003

Transmission: B400 w/Ret (1-5)

Rating: Transit Bus - WT3 & 4th Gen

Converter: TC418 (Recommended)

Retarder: MD/B, Medium Capacity - WTEC-III

Weight: 39630 (lb) (GVW)

Driveline Ratio : 4.040

Tires: Standard Radial Tire, 575 0 (revs/mi)

Geared Speed: 79.2 (mph) 5L

Clutch Fan Status : Fan On

Air Conditioning Status : No AC

Gradeability

Launch Gradeability	30.5(%)
Low Speed Gradeability	21.3(%) at 8.2(mph), 80(%) Conv Eff Grade

Maximum Speed On Grade	0.00(%) at 78.1(mph), 5L, Road Load Speed
	0.25(%) at 76.3(mph), 5L
	1.00(%) at 70.2(mph), 5L
	2.00(%) at 59.6(mph), 5L
	3.00(%) at 50.6(mph), 4L
	4.00(%) at 43.3(mph), 4L
	5.00(%) at 36.7(mph), 3L
	6.00(%) at 32.1(mph), 3L
	7.00(%) at 27.1(mph), 2L
	8.00(%) at 25.2(mph), 2L
	9.00(%) at 23.1(mph), 2L
	10.00(%) at 17.4(mph), 2C

Acceleration (full throttle, brakes locked start)

Time And Distance To Speed, 0(%) Grade	0-20 (mph)	in 6.1(sec) 110(ft)
	0-30 (mph)	in 12.2(sec) 336(ft)
	0-40 (mph)	in 21.1(sec) 799(ft)
	0-50 (mph)	in 33.8(sec) 1641(ft)
	0-60 (mph)	in 53.0(sec) 3201(ft)

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61886
Description : Valley Power System/Re-power Santa Cruz Project 40
Date : 12/1/2006
User : Rafael Mendez, Valley Power Systems
Application Review Status :
Output Units : US

ALLISON TRANSMISSION
VEHICLE FULL THROTTLE PERFORMANCE
Based on Standard Parameters

Transmission Input Ratio : 1.0000
Transmission Input Efficiency (%): 100.00

Power Packs: 1

Clutch Fan Status : Fan Off
Air Conditioning Status : No AC

Axle Ratio: 4.040
Auxiliary Gearing Ratio: 1.000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1910	18257	18089	0.0	51.3	11284	
R1C	2.0	1930	17193	17021	91.7	47.6	7273	
R1C	4.0	1982	15014	14836	160.1	40.4	4377	
R1C	4.5	1999	14411	14232	172.1	38.5	3893	70Percent
R1C	5.9	2057	12581	12398	196.4	32.9	2814	80Percent
R1C	6.0	2064	12396	12213	198.3	32.4	2726	
R1C	6.9	2106	11248	11062	207.5	29.1	2286	85Percent
R1C	8.0	2157	9833	9643	209.8	25.1	1927	
R1C	10.0	2262	7499	7301	200.0	18.7	1816	
R1C	10.5	2300	6985	6785	195.4	17.4	1824	Governed
R1C	12.0	2415	2679	2473	85.7	6.3	673	
R1C	12.8	2487	0	-209	0.0	-0.5	394	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1910	12986	12818	0.0	34.2	11284	

1C	2.0	1930	12473	12300	66.5	32.7	8389	
1C	4.0	1948	11681	11503	124.6	30.3	5860	
1C	6.0	1988	10482	10298	167.7	26.9	4055	
1C	6.5	1999	10200	10015	175.6	26.1	3739	70Percent
1C	8.0	2043	9171	8981	195.7	23.3	2847	
1C	8.4	2057	8895	8703	200.1	22.5	2647	80Percent
1C	10.0	2106	7948	7750	211.3	19.9	2116	85Percent
1C	10.0	2107	7928	7730	211.4	19.9	2107	
1C	12.0	2171	6665	6459	213.3	16.5	1695	
1C	12.8	2197	6208	5998	211.6	15.3	1635	
2C	12.8	2009	5353	5143	182.5	13.1	3432	
2C	14.0	2028	5115	4900	191.0	12.5	3055	
2C	16.0	2061	4750	4525	202.7	11.5	2535	
2C	18.0	2096	4398	4162	211.1	10.6	2158	
2C	20.0	2129	4028	3781	214.8	9.6	1844	
2C	21.4	2153	3782	3526	215.4	8.9	1694	
2L	21.4	1542	4149	3893	236.3	9.9	290	
2L	22.0	1588	4106	3846	240.9	9.8	297	
2L	24.0	1732	3824	3551	244.7	9.0	318	
2L	26.0	1877	3548	3261	246.0	8.3	346	
2L	27.1	1958	3444	3149	249.1	8.0	365	
3L	27.1	1480	3119	2824	225.6	7.1	280	
3L	28.0	1528	3150	2848	235.2	7.2	277	
3L	30.0	1637	3039	2722	243.1	6.9	288	
3L	32.0	1746	2874	2540	245.2	6.4	312	
3L	34.0	1855	2716	2365	246.2	6.0	334	
3L	36.0	1964	2599	2230	249.5	5.6	364	
3L	38.0	2073	2477	2089	251.0	5.3	389	
3L	38.2	2086	2461	2071	250.9	5.2	394	
4L	38.2	1480	2223	1833	226.6	4.6	241	
4L	40.0	1549	2233	1825	238.1	4.6	240	
4L	42.0	1626	2176	1748	243.7	4.4	252	
4L	44.0	1704	2087	1638	244.8	4.1	279	
4L	46.0	1781	2010	1539	246.5	3.9	297	
4L	48.0	1858	1927	1433	246.7	3.6	316	
4L	50.0	1936	1862	1344	248.2	3.4	344	
4L	51.0	1974	1841	1311	250.3	3.3	357	
5L	51.0	1480	1640	1111	223.0	2.8	401	
5L	52.0	1510	1662	1120	230.5	2.8	403	
5L	54.0	1568	1639	1072	236.0	2.7	422	
5L	56.0	1626	1603	1010	239.4	2.5	441	
5L	58.0	1684	1552	932	240.1	2.4	469	
5L	60.0	1742	1506	859	241.0	2.2	494	
5L	62.0	1800	1462	786	241.8	2.0	529	
5L	64.0	1858	1414	709	241.4	1.8	551	
5L	66.0	1916	1372	637	241.6	1.6	587	
5L	68.0	1974	1348	581	244.3	1.5	620	
5L	70.0	2032	1313	515	245.2	1.3	650	
5L	72.0	2090	1272	442	244.2	1.1	689	
5L	74.0	2148	1209	345	238.6	0.9	692	
5L	76.0	2206	1141	243	231.3	0.6	715	
5L	78.0	2264	1074	141	223.3	0.4	771	
5L	79.2	2300	1032	77	218.0	0.2	821	Governed
5L	80.0	2322	903	-66	192.6	-0.2	828	
5L	82.0	2380	567	-438	124.0	-1.1	847	
5L	84.0	2438	231	-811	51.8	-2.0	865	

5L	85.4	2479	0	-1068	0.0	-2.7	877
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1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1910	12986	12818	0.0	34.2	11284	
1C	2.0	1930	12473	12300	66.5	32.7	8389	
1C	4.0	1948	11681	11503	124.6	30.3	5860	
1C	6.0	1988	10482	10298	167.7	26.9	4055	
1C	6.5	1999	10200	10015	175.6	26.1	3739	70Percent
1C	8.0	2043	9171	8981	195.7	23.3	2847	
1C	8.4	2057	8895	8703	200.1	22.5	2647	80Percent
1C	10.0	2106	7948	7750	211.3	19.9	2116	85Percent
1C	10.0	2107	7928	7730	211.4	19.9	2107	
1C	11.1	2142	7223	7021	213.4	18.0	1839	
1L	11.1	1496	7745	7543	228.8	19.4	373	
1L	12.0	1620	7517	7310	240.5	18.8	388	
1L	14.0	1890	6525	6309	243.6	16.1	454	
1L	16.0	2160	5669	5444	241.9	13.9	483	
1L	17.0	2300	4934	4704	224.1	12.0	550	Governed
1L	18.0	2430	1464	1228	70.3	3.1	511	
1L	18.4	2485	0	-238	0.0	-0.6	493	

Clutch Fan Status : Fan On
Air Conditioning Status : No AC

Axle Ratio: 4 040
Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1868	17443	17275	0.0	48.4	10545	
R1C	2.0	1883	16317	16144	87.0	44.6	6669	
R1C	4.0	1931	14036	13858	149.7	37.3	3914	
R1C	4.4	1943	13592	13414	157.8	36.0	3576	70Percent
R1C	5.7	2002	11931	11749	181.2	31.0	2613	80Percent
R1C	6.0	2016	11551	11368	184.8	29.9	2435	
R1C	6.7	2050	10639	10453	191.0	27.3	2114	85Percent
R1C	8.0	2111	9136	8946	194.9	23.2	1792	
R1C	10.0	2220	6782	6584	180.9	16.8	1680	
R1C	10.8	2300	6067	5866	174.3	15.0	1436	Governed
R1C	12.0	2401	2188	1982	70.0	5.0	602	
R1C	12.6	2459	0	-209	0.0	-0.5	387	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12407	12239	0.0	32.5	10545	
1C	2.0	1883	11853	11680	63.2	30.8	7725	
1C	4.0	1897	11011	10834	117.5	28.4	5304	
1C	6.0	1936	9790	9607	156.6	25.0	3615	
1C	6.3	1943	9619	9435	160.9	24.5	3436	70Percent
1C	8.0	1995	8556	8366	182.5	21.6	2552	
1C	8.2	2002	8433	8242	184.6	21.3	2462	80Percent
1C	9.7	2050	7514	7317	194.4	18.8	1961	85Percent
1C	10.0	2059	7337	7139	195.7	18.3	1892	
1C	12.0	2126	6174	5968	197.6	15.2	1574	

1C	12.8	2152	5715	5505	194.8	14.0	1523	
2C	12.8	1959	4986	4777	170.0	12.1	3056	
2C	14.0	1979	4771	4556	178.1	11.6	2725	
2C	16.0	2013	4428	4203	188.9	10.7	2257	
2C	18.0	2047	4075	3839	195.6	9.7	1911	
2C	20.0	2083	3741	3494	199.5	8.8	1686	
2C	21.4	2108	3515	3259	200.2	8.3	1579	
2L	21.4	1542	3992	3736	227.4	9.5	286	
2L	22.0	1588	3940	3680	231.1	9.3	293	
2L	24.0	1732	3626	3353	232.1	8.5	312	
2L	26.0	1877	3316	3029	229.9	7.7	339	
2L	27.1	1958	3191	2896	230.8	7.3	357	
3L	27.1	1480	3010	2715	217.7	6.9	278	
3L	28.0	1528	3033	2731	226.5	6.9	274	
3L	30.0	1637	2905	2588	232.4	6.5	284	
3L	32.0	1746	2721	2388	232.2	6.0	307	
3L	34.0	1855	2544	2193	230.6	5.5	329	
3L	36.0	1964	2406	2037	231.0	5.1	358	
3L	38.0	2073	2262	1874	229.2	4.7	382	
3L	38.2	2086	2244	1854	228.7	4.7	387	
4L	38.2	1480	2144	1754	218.6	4.4	240	
4L	40.0	1549	2147	1740	229.0	4.4	239	
4L	42.0	1626	2082	1654	233.1	4.2	252	
4L	44.0	1704	1983	1534	232.7	3.9	278	
4L	46.0	1781	1896	1425	232.6	3.6	296	
4L	48.0	1858	1804	1310	230.9	3.3	315	
4L	50.0	1936	1728	1211	230.4	3.1	343	
4L	51.0	1974	1702	1172	231.4	3.0	356	
5L	51.0	1480	1582	1052	215.1	2.7	397	
5L	52.0	1510	1601	1060	222.1	2.7	400	
5L	54.0	1568	1574	1006	226.6	2.5	418	
5L	56.0	1626	1533	940	229.0	2.4	437	
5L	58.0	1684	1477	857	228.4	2.2	465	
5L	60.0	1742	1426	778	228.1	2.0	488	
5L	62.0	1800	1376	700	227.6	1.8	525	
5L	64.0	1858	1323	617	225.7	1.6	544	
5L	66.0	1916	1275	539	224.4	1.4	581	
5L	68.0	1974	1244	478	225.6	1.2	612	
5L	70.0	2032	1204	406	224.7	1.0	642	
5L	72.0	2090	1156	326	222.0	0.8	681	
5L	74.0	2148	1086	222	214.4	0.6	680	
5L	76.0	2206	1012	114	205.1	0.3	701	
5L	78.0	2264	937	5	195.0	0.0	758	
5L	79.2	2300	892	-63	188.4	-0.2	811	Governed
5L	80.0	2322	759	-209	162.0	-0.5	818	
5L	82.0	2380	417	-588	91.1	-1.5	836	
5L	84.0	2438	74	-969	16.5	-2.4	853	
5L	84.4	2451	0	-1050	0.0	-2.7	856	

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12407	12239	0.0	32.5	10545	
1C	2.0	1883	11853	11680	63.2	30.8	7725	
1C	4.0	1897	11011	10834	117.5	28.4	5304	

1C	6.0	1936	9790	9607	156.6	25.0	3615	
1C	6.3	1943	9619	9435	160.9	24.5	3436	70Percent
1C	8.0	1995	8556	8366	182.5	21.6	2552	
1C	8.2	2002	8433	8242	184.6	21.3	2462	80Percent
1C	9.7	2050	7514	7317	194.4	18.8	1961	85Percent
1C	10.0	2059	7337	7139	195.7	18.3	1892	
1C	11.1	2097	6713	6511	198.3	16.7	1719	
1L	11.1	1496	7469	7267	220.7	18.7	369	
1L	12.0	1620	7193	6987	230.2	17.9	382	
1L	14.0	1890	6085	5869	227.2	15.0	446	
1L	16.0	2160	5093	4868	217.3	12.4	467	
1L	17.0	2300	4283	4052	194.6	10.3	536	Governed
1L	18.0	2430	737	501	35.4	1.3	494	
1L	18.2	2457	0	-237	0.0	-0.6	485	

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SCAAN No : 61886
Description : Valley Power System/Re-power Santa Cruz Project 40
Date : 12/1/2006
User : Rafael Mendez, Valley Power Systems
Application Review Status :
Output Units : US

ALLISON TRANSMISSION
VEHICLE ACCELERATION PERFORMANCE
Brakes Locked Start
Based on Standard Parameters

Transmission Input Ratio : 1 0000
Transmission Input Efficiency (%): 100 00

Power Packs: 1

Clutch Fan Status : Fan Off
Air Conditioning Status : No AC
Grade: 0 0 percent
Axle Ratio: 4 040
Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
R1C	2.0	0.2	0.3	8.776	1930
R1C	4.0	0.5	1.4	7.447	1982
R1C	6.0	0.8	3.7	5.984	2064
R1C	8.0	1.2	7.6	4.737	2157
R1C	10.0	1.6	14.1	3.490	2262
R1C	12.0	2.5	28.6	1.230	2415

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.4	6.542	1930
1C	4.0	0.6	1.8	6.014	1948
1C	6.0	1.0	4.4	5.370	1988
1C	8.0	1.4	8.6	4.656	2043
1C	10.0	1.8	14.7	4.012	2107
1C	12.0	2.4	23.6	3.351	2171
1C	12.8	2.6	28.1	3.092	2197
2C	14.0	3.1	36.9	2.649	2028
2C	16.0	3.9	54.2	2.443	2061
2C	18.0	4.7	75.6	2.249	2096
2C	20.0	5.7	101.7	2.042	2129

2C	21.4	6.4	122.7	1.905	2153
2L	22.0	6.7	132.7	2.011	1588
2L	24.0	7.7	167.7	1.859	1732
2L	26.0	8.8	208.9	1.708	1877
2L	27.1	9.5	235.2	1.647	1958
3L	28.0	10.1	258.4	1.519	1528
3L	30.0	11.4	315.5	1.454	1637
3L	32.0	12.8	380.5	1.356	1746
3L	34.0	14.4	454.6	1.263	1855
3L	36.0	16.0	538.9	1.190	1964
3L	38.0	17.8	633.0	1.116	2073
3L	38.2	18.0	644.4	1.106	2086
4L	40.0	19.7	746.5	0.987	1549
4L	42.0	21.8	870.8	0.946	1626
4L	44.0	24.0	1008.8	0.886	1704
4L	46.0	26.3	1162.8	0.833	1781
4L	48.0	28.8	1334.7	0.776	1858
4L	50.0	31.5	1527.1	0.727	1936
4L	51.0	32.9	1629.0	0.709	1974
5L	52.0	34.5	1754.7	0.610	1510
5L	54.0	37.9	2015.8	0.583	1568
5L	56.0	41.4	2300.1	0.550	1626
5L	58.0	45.2	2617.0	0.508	1684
5L	60.0	49.3	2973.1	0.468	1742
5L	62.0	53.8	3373.7	0.429	1800
5L	64.0	58.7	3829.0	0.387	1858
5L	66.0	64.2	4352.7	0.347	1916
5L	68.0	70.3	4946.9	0.317	1974
5L	70.0	77.0	5624.4	0.281	2032
5L	72.0	84.7	6426.8	0.241	2090
5L	74.0	94.0	7429.2	0.189	2148
5L	76.0	106.6	8819.0	0.134	2206
5L	78.0	126.3	11036.6	0.078	2264

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.4	6.542	1930
1C	4.0	0.6	1.8	6.014	1948
1C	6.0	1.0	4.4	5.370	1988
1C	8.0	1.4	8.6	4.656	2043
1C	10.0	1.8	14.7	4.012	2107
1C	11.1	2.1	19.1	3.625	2142
1L	12.0	2.4	23.6	3.425	1620
1L	14.0	3.0	35.7	2.956	1890
1L	16.0	3.7	51.6	2.558	2160
1L	18.0	5.0	82.8	0.677	2430

Clutch Fan Status : Fan On
 Air Conditioning Status : No AC
 Grade: 0 0 percent

Axle Ratio: 4 040
 Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
R1C	2.0	0.2	0.3	8.288	1883

R1C	4.0	0.5	1.5	6.909	1931
R1C	6.0	0.8	3.9	5.572	2016
R1C	8.0	1.2	8.1	4.401	2111
R1C	10.0	1.8	15.3	3.140	2220
R1C	12.0	2.8	31.8	1.007	2401

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.220	1883
1C	4.0	0.7	1.9	5.691	1897
1C	6.0	1.0	4.7	5.007	1936
1C	8.0	1.5	9.2	4.330	1995
1C	10.0	2.0	15.8	3.695	2059
1C	12.0	2.6	25.4	3.094	2126
1C	12.8	2.8	30.3	2.832	2152
2C	14.0	3.3	39.7	2.461	1979
2C	16.0	4.2	58.4	2.270	2013
2C	18.0	5.1	81.5	2.074	2047
2C	20.0	6.1	109.8	1.885	2083
2C	21.4	6.8	132.5	1.761	2108
2L	22.0	7.2	143.0	1.924	1588
2L	24.0	8.3	179.8	1.756	1732
2L	26.0	9.5	223.8	1.587	1877
2L	27.1	10.2	252.2	1.515	1958
3L	28.0	10.8	276.4	1.457	1528
3L	30.0	12.2	336.2	1.383	1637
3L	32.0	13.7	405.0	1.276	1746
3L	34.0	15.3	484.3	1.172	1855
3L	36.0	17.1	575.9	1.088	1964
3L	38.0	19.0	679.8	1.002	2073
3L	38.2	19.3	692.5	0.990	2086
4L	40.0	21.1	799.4	0.941	1549
4L	42.0	23.3	930.3	0.895	1626
4L	44.0	25.6	1076.9	0.830	1704
4L	46.0	28.1	1242.2	0.772	1781
4L	48.0	30.8	1428.9	0.709	1858
4L	50.0	33.8	1641.2	0.655	1936
4L	51.0	35.3	1754.7	0.634	1974
5L	52.0	37.1	1887.4	0.577	1510
5L	54.0	40.6	2164.4	0.548	1568
5L	56.0	44.4	2468.5	0.512	1626
5L	58.0	48.5	2811.1	0.467	1684
5L	60.0	53.0	3201.3	0.424	1742
5L	62.0	58.0	3647.2	0.382	1800
5L	64.0	63.6	4164.1	0.337	1858
5L	66.0	70.0	4774.2	0.294	1916
5L	68.0	77.2	5486.2	0.261	1974
5L	70.0	85.5	6327.3	0.222	2032
5L	72.0	95.6	7379.6	0.178	2090
5L	74.0	109.1	8826.1	0.123	2148
5L	76.0	131.8	11323.3	0.064	2206
5L	78.0	237.2	23290.0	0.004	2264

1st Lockup Hold (1C-1L)

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	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.220	1883
1C	4.0	0.7	1.9	5.691	1897
1C	6.0	1.0	4.7	5.007	1936
1C	8.0	1.5	9.2	4.330	1995
1C	10.0	2.0	15.8	3.695	2059
1C	11.1	2.3	20.6	3.366	2097
1L	12.0	2.5	25.2	3.276	1620
1L	14.0	3.2	38.0	2.752	1890
1L	16.0	4.0	55.4	2.292	2160
1L	18.0	5.7	98.6	0.341	2430

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No. : 61886
Description : Valley Power System/Re-power Santa Cruz Project 40
Date : 12/1/2006
User : Rafael Mendez, Valley Power Systems
Application Review Status :
Output Units : US

**ALLISON TRANSMISSION
VEHICLE RETARDATION PERFORMANCE**
Based on Standard Parameters

Transmission Input Ratio : 1.0000
Transmission Input Efficiency (%): 100.00
Engine Friction : Actual

Power Packs: 1

Clutch Fan Status : Fan Off
Air Conditioning Status : No AC

Axle Ratio: 4.040
Auxiliary Gearing Ratio: 1.000

Engine Only data is for comparison purposes only to help show retarder contribution
Closed Throttle Downshifts table is included for reference only

Retarder Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-3.6	892	-0.035	78.5	-9.6	22908	-0.094	621.2
5L	86.0	2497	-3.6	890	-0.035	78.4	-9.6	22906	-0.094	621.1
5L	84.0	2438	-3.5	851	-0.034	76.6	-9.6	22867	-0.094	619.2
5L	82.0	2380	-3.4	812	-0.033	74.7	-9.7	22828	-0.095	617.3
5L	80.0	2322	-3.3	772	-0.032	72.8	-9.8	22788	-0.096	615.4
5L	78.0	2264	-3.2	733	-0.032	70.9	-9.8	22749	-0.096	613.5
5L	76.0	2206	-3.1	695	-0.031	69.0	-9.9	22677	-0.097	610.8
5L	74.0	2148	-3.0	658	-0.030	67.3	-10.0	22594	-0.098	608.0
5L	72.0	2090	-3.0	621	-0.029	65.4	-10.1	22511	-0.099	604.9
5L	70.0	2032	-2.9	586	-0.028	63.2	-10.2	22430	-0.100	601.6
5L	68.0	1974	-2.8	552	-0.027	60.8	-10.3	22349	-0.101	598.0
5L	66.0	1916	-2.7	519	-0.026	57.9	-10.4	22271	-0.102	594.0
5L	64.0	1858	-2.6	488	-0.026	55.1	-10.6	22235	-0.103	591.1
5L	62.0	1800	-2.5	458	-0.025	52.4	-10.8	22303	-0.105	590.8
5L	60.0	1742	-2.4	429	-0.024	49.7	-11.0	22373	-0.107	590.6
5L	58.0	1684	-2.3	401	-0.023	47.2	-11.3	22444	-0.110	590.5
5L	56.0	1626	-2.3	375	-0.022	44.7	-11.5	22517	-0.113	590.4
5L	54.0	1568	-2.2	354	-0.021	42.3	-11.8	22508	-0.115	588.4
5L	52.0	1510	-2.1	334	-0.021	40.1	-11.8	21869	-0.115	570.9
5L	50.0	1451	-2.0	314	-0.020	37.9	-11.9	21231	-0.116	553.4
5L	48.0	1393	-2.0	295	-0.019	35.8	-11.9	20593	-0.116	536.1

5L	46.5	1350	-1.9	281	-0.019	34.3	-11.9	20112	-0.116	523.1	
4L	46.5	1800	-2.2	307	-0.021	48.6	-12.2	20138	-0.118	537.4	
4L	46.0	1781	-2.2	301	-0.021	47.9	-12.2				

35' - New Flyer - Low Floor

SCAAN No : 61879
 Description : Valley Power Systems/Re-power Santa Cruz Project w
 Date : 12/1/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

ALLISON TRANSMISSION
 INPUT SUMMARY

VOCATION

Service	Bus
Application	City / Transit Bus - U.S. APTA
Configuration	Straight Vehicle
Vocation Number	44-65-14

VEHICLE PARAMETERS

Description

End User (and Region, Sub Region)	SANTA CRUZ MTD (North America, Western)
Manufacturer (and Region, Sub Region)	New Flyer (North America, Canadian)
Model	NEW FLYER 35' LOW FLOOR
Description	TRANSIT BUS

Area and Weight

Power Packs	1
Height	9.00 (ft)
Width	8.50 (ft)
Standard Wind Resistance Coefficient (No Deflector)	0.55
User Defined Resistance Coefficient (No Deflector)	0.00
Weight (No Trailer, GVW)	38670 (lb)
Weight on Drive Wheels	66.00 (%)
Weight on Drive Wheels	25522 (lb)

Tires

Number of Tires	6
Manufacturer	
Tire Model & Size	
Tire Type	Standard Radial Tire
Revs	575 (revs/mi)
Radius	17.54 (in.)
Standard Surface Factor	1.0 Smooth Concrete
User Defined Surface Factor	0.0
Traction Limit Coefficient (On-Road)	0.70

ENGINE

Engine Manufacturer	John Deere
Model	8.1L CNG
Description	280hp / 900lbft / 2300rpm
Certification Year	2003
Peak Torque/Speed	900.0/1500 (lb-ft)/(rpm)
Peak Power/Speed	280.0/2100 (hp)/(rpm)
Governed Power/Speed	256.0/2300 (hp)/(rpm)
Engine Curve Reference	
No. Of Curves	Single
SCAAN File Number	20-0017

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

ACCESSORIES (Power at governed speed)

	Standard (hp)	User (hp)
Fan (clutch fan)	31.27	0.00
Alt/Generator	5.60	0.00
Air Compressor	1.53	0.00
Steer Pump	1.53	0.00
Air Conditioning	0.00	0.00

TRANSMISSION

Manufacturer	Allison
Configuration	B400 w/Ret (1-5) (1-400-12)
Converter	TC418 (Recommended) (1-418-1)
Retarder	MD/B, Medium Capacity - WTEC-III (1-3000-2)
Shift Calibration	2300 rpm S3 Perf / Econ, Retarder, Std Preselects (1-5) (1-400-2300-2022)
Rating	Transit Bus - WT3 & 4th Gen (1-400-11)

DRIVELINE

Propshaft	DriveAxles
Std Efficiency	98.60 (%)
Axle	4x2 On Hwy Single Red
Manufacturer	
Description	
Ratio Description	Single
Ratio	4.040
Std Efficiency	97.00 (%)
Overall Driveline	
Ratio	4.040
Std Efficiency	95.64 (%)

GRADES

Std Acceleration	0.00 (%)
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INERTIA

Engine (estimated)	1.3478 (lb-ft-sec ²)
Tires/Wheels (estimated)	24.3645 (lb-ft-sec ²)

ENGINE DETAIL - Standard Accessories (AC On where applicable)

Low And High Power

Speed (rpm)	Power (hp)	Torque (lb-ft)	Fan On/AC On Net Power (hp)	Fan On/AC On Net Torque (lb-ft)	Fan Off/AC On Net Power (hp)	Fan Off/AC On Net Torque (lb-ft)	
1400	222.5	834.7	208.0	780.2	215.0	806.7	
1500	257.0	900.0	240.8	843.0	249.4	873.4	Peak Torque
1600	267.9	879.4	249.6	819.5	260.2	854.0	
1700	270.3	835.2	249.9	771.9	262.5	810.9	
1800	273.3	797.4	250.3	730.3	265.3	774.1	
1900	273.5	756.1	247.8	684.9	265.4	733.6	
2000	280.0	735.3	251.2	659.6	271.7	713.6	
2100	280.0	700.3	247.8	619.7	271.6	679.3	Peak Power
2300	256.0	584.6	216.1	493.4	247.3	564.8	Governed
2500	0.0	0.0	-49.1	-103.1	-8.9	-18.8	No Load Governed

Peak Power point has been defined for the purposes of assessing Accessory Losses

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

SCAAN No : 61879

Description : Valley Power Systems/Re-power Santa Cruz Project w
 Date : 12/1/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

**ALLISON TRANSMISSION
 SCAAN SUMMARY
 Based On Standard Parameters**

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle
 End User: SANTA CRUZ MTD (North America, Western)
 Manufacturer: New Flyer (North America, Canadian)
 Model: NEW FLYER 35' LOW FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbft / 2300rpm
 Engine Certification Year: 2003
 Transmission: B400 w/Ret (1-5)
 Rating: Transit Bus - WT3 & 4th Gen
 Converter: TC418 (Recommended)
 Retarder: MD/B, Medium Capacity - WTEC-III

Converter

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
C1	Transmission/Converter Compatibility					OK
C2	Engine/Converter Compatibility					OK
C4	Engine Speed At Converter Stall		rpm		1868	
C5	Minimum Engine Speed	1600	rpm	Min	1868	OK
C7	Turbine Torque At Stall	1370	lb-ft	Max	1360	OK
C8	Converter Speed Ratio at 2300 rpm	0.800		Min	0.911	OK
C3	Converter Stall Torque Ratio				1.980	

Transmission

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
T1	Transmission/Vocation Compatibility					OK
T2	Transmission Compatible with Compressed Natural Gas Engines					OK
T10	Transmission / Engine Prewire Compatibility					OK
T17	Transmission Permitted in End User/Chassis Mfg Locations					OK
T15	Input Power(Gross)	300	hp	Max	280	OK
T14	Input Torque(Gross)	925	lb-ft	Max	900	OK
T3	Input Speed (Engine Governed Speed)	2000 / 2800	rpm		2300	OK
T11	Transmission Output Speed	3600	rpm	Max	2517	OK

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V1	Vehicle Weight, GVW	45000	lbm	Max	38670	OK
V21	1st Range Converter Stall Gradeability		percent		33.4	
V13	1st Range 70% Converter Efficiency Net Gradeability		percent		25.2	
V14	1st Range 80% Converter Efficiency Gradeability	16.0	percent	Min	21.8	OK
V17	Maximum Geared Vehicle Speed At Engine Governed Speed		mph		79.2	
V43	Heat Generated in 1st Range 70% Converter Efficiency		Btu/min		3441	
V44	Heat Generated in 1st Range 80% Converter Efficiency		Btu/min		2463	

OK: Acceptable
 OK-1: OK based on pre-acceptance by Engineering
 OK-2: OK based on Accepted Application Review
 C: Consider - manufacturer to assess
 XX: Questionable - may not be acceptable
 XXX: Not Acceptable - rating or usage violation

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

Notes

Check	Comments
C5	(Net peak torque speed + allowable variation is 1500 + 100 rpm)
T11	Range 5L at 65.0 mph
V17	In 5 Lockup
V43	At 1943 rpm Engine Speed
V44	At 2002 rpm Engine Speed

SCAAN SUMMARY-APTA GUIDELINES

Vehicle/DriveLine

Check	Check Name	Recomm/Rating	Units	Min/Max	Actual	Overall Status
V36	Vehicle Speed On 2.50% Grade (APTA)	40.0	mph	Min	55.6	OK
V37	Vehicle Speed On 16.00% Grade (APTA)	7.0	mph	Min	11.8	OK
V39	Acceleration Time, 0-10.0 mph, 0.0% Grade (APTA)	5.0	sec	Max	1.9	OK
V40	Acceleration Time, 0-20.0 mph, 0.0% Grade (APTA)	10.8	sec	Max	5.9	OK
V41	Acceleration Time, 0-30.0 mph, 0.0% Grade (APTA)	20.0	sec	Max	11.9	OK
V42	Acceleration Time, 0-40.0 mph, 0.0% Grade (APTA)	31.0	sec	Max	20.6	OK

Notes

Check	Comments
V36	in Range5L
V37	in Range1C
V39	Full Throttle & Vehicle Brakes Locked Start
V40	Full Throttle & Vehicle Brakes Locked Start
V41	Full Throttle & Vehicle Brakes Locked Start
V42	Full Throttle & Vehicle Brakes Locked Start

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61879

Description : Valley Power Systems/Re-power Santa Cruz Project w

Date : 12/1/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
CUSTOMER PERFORMANCE SUMMARY
Based on Standard Parameters

Vocation: Bus, City / Transit Bus - U.S. APTA, Straight Vehicle

End User: SANTA CRUZ MTD (North America, Western)

Manufacturer: New Flyer (North America, Canadian)

Model: NEW FLYER 35' LOW FLOOR, TRANSIT BUS

Engine: John Deere 8.1L CNG 280hp / 900lbft / 2300rpm

Engine Certification Year: 2003

Transmission: B400 w/Ret (1-5)

Rating: Transit Bus - WT3 & 4th Gen

Converter: TC418 (Recommended)

Retarder: MD/B, Medium Capacity - WTEC-III

Weight: 38670 (lb) (GVW)

Driveline Ratio : 4.040

Tires: Standard Radial Tire, 575.0 (revs/mi)

Geared Speed: 79.2 (mph) 5L

Clutch Fan Status : Fan On

Air Conditioning Status : No AC

Gradeability

Launch Gradeability	31.4(%)
Low Speed Gradeability	21.8(%) at 8.2(mph), 80(%) Conv Eff Grade

Maximum Speed On Grade	0.00(%) at 78.2(mph), 5L, Road Load Speed
	0.25(%) at 76.5(mph), 5L
	1.00(%) at 70.7(mph), 5L
	2.00(%) at 60.3(mph), 5L
	3.00(%) at 51.0(mph), 4L
	4.00(%) at 43.9(mph), 4L
	5.00(%) at 37.4(mph), 3L
	6.00(%) at 32.8(mph), 3L
	7.00(%) at 28.4(mph), 3L
	8.00(%) at 25.7(mph), 2L
	9.00(%) at 23.7(mph), 2L
	10.00(%) at 18.0(mph), 2C

Acceleration (full throttle, brakes locked start)

Time And Distance To Speed, 0(%) Grade	0-20 (mph)	in 5.9(sec) 107(ft)
	0-30 (mph)	in 11.9(sec) 328(ft)
	0-40 (mph)	in 20.6(sec) 779(ft)
	0-50 (mph)	in 32.9(sec) 1597(ft)
	0-60 (mph)	in 51.5(sec) 3110(ft)

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No : 61879

Description : Valley Power Systems/Re-power Santa Cruz Project w

Date : 12/1/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
VEHICLE FULL THROTTLE PERFORMANCE
Based on Standard Parameters

Transmission Input Ratio : 1.0000

Transmission Input Efficiency (%): 100.00

Power Packs: 1

Clutch Fan Status : Fan Off

Air Conditioning Status : No AC

Axle Ratio: 4.040

Auxiliary Gearing Ratio: 1.000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1910	18257	18093	0.0	52.9	11284	*
R1C	2.0	1930	17193	17025	91.7	49.0	7273	
R1C	4.0	1982	15014	14841	160.1	41.6	4377	
R1C	4.5	1999	14411	14236	172.1	39.6	3893	70Percent
R1C	5.9	2057	12581	12403	196.4	33.9	2814	80Percent
R1C	6.0	2064	12396	12217	198.3	33.3	2726	
R1C	6.9	2106	11248	11066	207.5	29.9	2286	85Percent
R1C	8.0	2157	9833	9647	209.8	25.8	1927	
R1C	10.0	2262	7499	7306	200.0	19.2	1816	
R1C	10.5	2300	6985	6790	195.4	17.8	1824	Governed
R1C	12.0	2415	2679	2477	85.7	6.4	673	
R1C	12.8	2487	0	-205	0.0	-0.5	394	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)
1C	0.0	1910	12986	12822	0.0	35.1	11284

1C	2.0	1930	12473	12305	66.5	33.6	8389	
1C	4.0	1948	11681	11508	124.6	31.2	5860	
1C	6.0	1988	10482	10303	167.7	27.6	4055	
1C	6.5	1999	10200	10020	175.6	26.8	3739	70Percent
1C	8.0	2043	9171	8986	195.7	23.9	2847	
1C	8.4	2057	8895	8708	200.1	23.1	2647	80Percent
1C	10.0	2106	7948	7755	211.3	20.5	2116	85Percent
1C	10.0	2107	7928	7735	211.4	20.4	2107	
1C	12.0	2171	6665	6464	213.3	17.0	1695	
1C	12.8	2197	6208	6003	211.6	15.7	1635	
2C	12.8	2009	5353	5148	182.5	13.4	3432	
2C	14.0	2028	5115	4905	191.0	12.8	3055	
2C	16.0	2061	4750	4530	202.7	11.8	2535	
2C	18.0	2096	4398	4167	211.1	10.8	2158	
2C	20.0	2129	4028	3786	214.8	9.8	1844	
2C	21.4	2153	3782	3531	215.4	9.2	1694	
2L	21.4	1542	4149	3898	236.3	10.1	290	
2L	22.0	1588	4106	3851	240.9	10.0	297	
2L	24.0	1732	3824	3556	244.7	9.2	318	
2L	26.0	1877	3548	3266	246.0	8.5	346	
2L	27.1	1958	3444	3154	249.1	8.2	365	
3L	27.1	1480	3119	2829	225.6	7.3	280	
3L	28.0	1528	3150	2853	235.2	7.4	277	
3L	30.0	1637	3039	2727	243.1	7.1	288	
3L	32.0	1746	2874	2546	245.2	6.6	312	
3L	34.0	1855	2716	2371	246.2	6.1	334	
3L	36.0	1964	2599	2236	249.5	5.8	364	
3L	38.0	2073	2477	2095	251.0	5.4	389	
3L	38.2	2086	2461	2077	250.9	5.4	394	
4L	38.2	1480	2223	1838	226.6	4.8	241	
4L	40.0	1549	2233	1831	238.1	4.7	240	
4L	42.0	1626	2176	1754	243.7	4.5	252	
4L	44.0	1704	2087	1644	244.8	4.3	279	
4L	46.0	1781	2010	1545	246.5	4.0	297	
4L	48.0	1858	1927	1440	246.7	3.7	316	
4L	50.0	1936	1862	1351	248.2	3.5	344	
4L	51.0	1974	1841	1318	250.3	3.4	357	
5L	51.0	1480	1640	1117	223.0	2.9	401	
5L	52.0	1510	1662	1127	230.5	2.9	403	
5L	54.0	1568	1639	1078	236.0	2.8	422	
5L	56.0	1626	1603	1017	239.4	2.6	441	
5L	58.0	1684	1552	939	240.1	2.4	469	
5L	60.0	1742	1506	866	241.0	2.2	494	
5L	62.0	1800	1462	793	241.8	2.1	529	
5L	64.0	1858	1414	716	241.4	1.9	551	
5L	66.0	1916	1372	644	241.6	1.7	587	
5L	68.0	1974	1348	588	244.3	1.5	620	
5L	70.0	2032	1313	523	245.2	1.4	650	
5L	72.0	2090	1272	449	244.2	1.2	689	
5L	74.0	2148	1209	353	238.6	0.9	692	
5L	76.0	2206	1141	251	231.3	0.6	715	
5L	78.0	2264	1074	149	223.3	0.4	771	
5L	79.2	2300	1032	85	218.0	0.2	821	Governed
5L	80.0	2322	903	-58	192.6	-0.1	828	
5L	82.0	2380	567	-430	124.0	-1.1	847	
5L	84.0	2438	231	-803	51.8	-2.1	865	

5L	85.4	2479	0	-1060	0.0	-2.7	877
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1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1910	12986	12822	0.0	35.1	11284	
1C	2.0	1930	12473	12305	66.5	33.6	8389	
1C	4.0	1948	11681	11508	124.6	31.2	5860	
1C	6.0	1988	10482	10303	167.7	27.6	4055	
1C	6.5	1999	10200	10020	175.6	26.8	3739	70Percent
1C	8.0	2043	9171	8986	195.7	23.9	2847	
1C	8.4	2057	8895	8708	200.1	23.1	2647	80Percent
1C	10.0	2106	7948	7755	211.3	20.5	2116	85Percent
1C	10.0	2107	7928	7735	211.4	20.4	2107	
1C	11.1	2142	7223	7026	213.4	18.5	1839	
1L	11.1	1496	7745	7547	228.8	19.9	373	
1L	12.0	1620	7517	7315	240.5	19.3	388	
1L	14.0	1890	6525	6314	243.6	16.6	454	
1L	16.0	2160	5669	5449	241.9	14.2	483	
1L	17.0	2300	4934	4708	224.1	12.3	550	Governed
1L	18.0	2430	1464	1233	70.3	3.2	511	
1L	18.4	2485	0	-233	0.0	-0.6	493	

Clutch Fan Status : Fan On
Air Conditioning Status : No AC

Axle Ratio: 4 040
Auxiliary Gearing Ratio: 1 000

Reverse (R1C)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
R1C	0.0	1868	17443	17279	0.0	49.9	10545	
R1C	2.0	1883	16317	16149	87.0	46.0	6669	
R1C	4.0	1931	14036	13862	149.7	38.4	3914	
R1C	4.4	1943	13592	13418	157.8	37.0	3576	70Percent
R1C	5.7	2002	11931	11753	181.2	31.9	2613	80Percent
R1C	6.0	2016	11551	11372	184.8	30.8	2435	
R1C	6.7	2050	10639	10457	191.0	28.1	2114	85Percent
R1C	8.0	2111	9136	8950	194.9	23.8	1792	
R1C	10.0	2220	6782	6589	180.9	17.3	1680	
R1C	10.8	2300	6067	5871	174.3	15.4	1436	Governed
R1C	12.0	2401	2188	1986	70.0	5.1	602	
R1C	12.6	2459	0	-204	0.0	-0.5	387	

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12407	12244	0.0	33.4	10545	
1C	2.0	1883	11853	11684	63.2	31.7	7725	
1C	4.0	1897	11011	10838	117.5	29.2	5304	
1C	6.0	1936	9790	9611	156.6	25.7	3615	
1C	6.3	1943	9619	9439	160.9	25.2	3436	70Percent
1C	8.0	1995	8556	8371	182.5	22.2	2552	
1C	8.2	2002	8433	8246	184.6	21.8	2462	80Percent
1C	9.7	2050	7514	7322	194.4	19.3	1961	85Percent
1C	10.0	2059	7337	7144	195.7	18.8	1892	
1C	12.0	2126	6174	5973	197.6	15.6	1574	

1C	12.8	2152	5715	5510	194.8	14.4	1523	
2C	12.8	1959	4986	4781	170.0	12.5	3056	
2C	14.0	1979	4771	4560	178.1	11.9	2725	
2C	16.0	2013	4428	4208	188.9	10.9	2257	
2C	18.0	2047	4075	3844	195.6	10.0	1911	
2C	20.0	2083	3741	3499	199.5	9.1	1686	
2C	21.4	2108	3515	3264	200.2	8.5	1579	
2L	21.4	1542	3992	3741	227.4	9.7	286	
2L	22.0	1588	3940	3685	231.1	9.6	293	
2L	24.0	1732	3626	3358	232.1	8.7	312	
2L	26.0	1877	3316	3034	229.9	7.9	339	
2L	27.1	1958	3191	2902	230.8	7.5	357	
3L	27.1	1480	3010	2720	217.7	7.1	278	
3L	28.0	1528	3033	2737	226.5	7.1	274	
3L	30.0	1637	2905	2593	232.4	6.7	284	
3L	32.0	1746	2721	2393	232.2	6.2	307	
3L	34.0	1855	2544	2198	230.6	5.7	329	
3L	36.0	1964	2406	2043	231.0	5.3	358	
3L	38.0	2073	2262	1880	229.2	4.9	382	
3L	38.2	2086	2244	1860	228.7	4.8	387	
4L	38.2	1480	2144	1760	218.6	4.6	240	
4L	40.0	1549	2147	1746	229.0	4.5	239	
4L	42.0	1626	2082	1660	233.1	4.3	252	
4L	44.0	1704	1983	1540	232.7	4.0	278	
4L	46.0	1781	1896	1432	232.6	3.7	296	
4L	48.0	1858	1804	1316	230.9	3.4	315	
4L	50.0	1936	1728	1217	230.4	3.1	343	
4L	51.0	1974	1702	1179	231.4	3.0	356	
5L	51.0	1480	1582	1059	215.1	2.7	397	
5L	52.0	1510	1601	1066	222.1	2.8	400	
5L	54.0	1568	1574	1013	226.6	2.6	418	
5L	56.0	1626	1533	947	229.0	2.4	437	
5L	58.0	1684	1477	864	228.4	2.2	465	
5L	60.0	1742	1426	785	228.1	2.0	488	
5L	62.0	1800	1376	707	227.6	1.8	525	
5L	64.0	1858	1323	624	225.7	1.6	544	
5L	66.0	1916	1275	547	224.4	1.4	581	
5L	68.0	1974	1244	485	225.6	1.3	612	
5L	70.0	2032	1204	413	224.7	1.1	642	
5L	72.0	2090	1156	333	222.0	0.9	681	
5L	74.0	2148	1086	230	214.4	0.6	680	
5L	76.0	2206	1012	122	205.1	0.3	701	
5L	78.0	2264	937	12	195.0	0.0	758	
5L	79.2	2300	892	-55	188.4	-0.1	811	Governed
5L	80.0	2322	759	-201	162.0	-0.5	818	
5L	82.0	2380	417	-580	91.1	-1.5	836	
5L	84.0	2438	74	-961	16.5	-2.5	853	
5L	84.4	2451	0	-1042	0.0	-2.7	856	

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Engine Speed (rpm)	Tractive Effort (lb)	Drawbar Pull (lb)	Wheel Power (hp)	Net % Grade (%)	Transm Heat Rej (Btu/min)	
1C	0.0	1868	12407	12244	0.0	33.4	10545	
1C	2.0	1883	11853	11684	63.2	31.7	7725	
1C	4.0	1897	11011	10838	117.5	29.2	5304	

1C	6.0	1936	9790	9611	156.6	25.7	3615	
1C	6.3	1943	9619	9439	160.9	25.2	3436	70Percent
1C	8.0	1995	8556	8371	182.5	22.2	2552	
1C	8.2	2002	8433	8246	184.6	21.8	2462	80Percent
1C	9.7	2050	7514	7322	194.4	19.3	1961	85Percent
1C	10.0	2059	7337	7144	195.7	18.8	1892	
1C	11.1	2097	6713	6515	198.3	17.1	1719	
1L	11.1	1496	7469	7272	220.7	19.1	369	
1L	12.0	1620	7193	6992	230.2	18.4	382	
1L	14.0	1890	6085	5874	227.2	15.4	446	
1L	16.0	2160	5093	4873	217.3	12.7	467	
1L	17.0	2300	4283	4057	194.6	10.6	536	Governed
1L	18.0	2430	737	506	35.4	1.3	494	
1L	18.2	2457	0	-232	0.0	-0.6	485	

Note: * Tractive Effort exceeds vehicle traction limit

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No. : 61879

Description : Valley Power Systems/Re-power Santa Cruz Project w

Date : 12/1/2006

User : Rafael Mendez, Valley Power Systems

Application Review Status :

Output Units : US

ALLISON TRANSMISSION
VEHICLE ACCELERATION PERFORMANCE
Brakes Locked Start
Based on Standard Parameters

Transmission Input Ratio : 1.0000

Power Packs: 1

Transmission Input Efficiency (%): 100.00

Clutch Fan Status : Fan Off

Axle Ratio: 4.040

Air Conditioning Status : No AC

Auxiliary Gearing Ratio: 1.000

Grade: 0.0 percent

Reverse (R1C)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
R1C	2.0	0.2	0.3	8.981	1930
R1C	4.0	0.5	1.4	7.616	1982
R1C	6.0	0.8	3.6	6.116	2064
R1C	8.0	1.1	7.4	4.843	2157
R1C	10.0	1.6	13.8	3.566	2262
R1C	12.0	2.5	28.0	1.257	2415

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.4	6.700	1930
1C	4.0	0.6	1.8	6.156	1948
1C	6.0	0.9	4.3	5.497	1988
1C	8.0	1.3	8.4	4.766	2043
1C	10.0	1.8	14.4	4.107	2107
1C	12.0	2.3	23.1	3.431	2171
1C	12.8	2.6	27.4	3.165	2197
2C	14.0	3.0	36.0	2.715	2028
2C	16.0	3.8	53.0	2.505	2061

2C	18.0	4.6	73.8	2.306	2096
2C	20.0	5.5	99.2	2.095	2129
2C	21.4	6.2	119.7	1.954	2153
2L	22.0	6.5	129.5	2.061	1588
2L	24.0	7.5	163.6	1.905	1732
2L	26.0	8.6	203.8	1.751	1877
2L	27.1	9.3	229.5	1.688	1958
3L	28.0	9.8	252.1	1.558	1528
3L	30.0	11.1	307.8	1.491	1637
3L	32.0	12.5	371.1	1.392	1746
3L	34.0	14.0	443.3	1.296	1855
3L	36.0	15.6	525.4	1.222	1964
3L	38.0	17.3	617.1	1.146	2073
3L	38.2	17.5	628.2	1.135	2086
4L	40.0	19.2	727.6	1.014	1549
4L	42.0	21.3	848.5	0.972	1626
4L	44.0	23.4	982.8	0.911	1704
4L	46.0	25.7	1132.6	0.856	1781
4L	48.0	28.1	1299.6	0.798	1858
4L	50.0	30.7	1486.7	0.748	1936
4L	51.0	32.0	1585.6	0.730	1974
5L	52.0	33.6	1707.7	0.628	1510
5L	54.0	36.9	1961.0	0.601	1568
5L	56.0	40.3	2236.8	0.568	1626
5L	58.0	44.0	2544.0	0.524	1684
5L	60.0	48.0	2889.0	0.483	1742
5L	62.0	52.3	3276.8	0.443	1800
5L	64.0	57.1	3717.1	0.400	1858
5L	66.0	62.4	4222.9	0.360	1916
5L	68.0	68.2	4796.1	0.329	1974
5L	70.0	74.6	5448.8	0.292	2032
5L	72.0	82.0	6220.1	0.251	2090
5L	74.0	91.0	7180.1	0.198	2148
5L	76.0	103.0	8501.8	0.142	2206
5L	78.0	121.4	10578.8	0.085	2264

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.4	6.700	1930
1C	4.0	0.6	1.8	6.156	1948
1C	6.0	0.9	4.3	5.497	1988
1C	8.0	1.3	8.4	4.766	2043
1C	10.0	1.8	14.4	4.107	2107
1C	11.1	2.1	18.7	3.710	2142
1L	12.0	2.3	23.1	3.499	1620
1L	14.0	2.9	34.9	3.019	1890
1L	16.0	3.7	50.4	2.614	2160
1L	18.0	4.9	81.0	0.694	2430

Clutch Fan Status : Fan On
 Air Conditioning Status : No AC
 Grade: 0 0 percent

Axle Ratio: 4.040
 Auxilliary Gearing Ratio: 1.000

Reverse (R1C)

	Vehicle Speed	Time	Distance	Accel Rate	Engine Speed
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	(mph)	(sec)	(ft)	(mph/sec)	(rpm)
R1C	2.0	0.2	0.3	8.480	1883
R1C	4.0	0.5	1.5	7.064	1931
R1C	6.0	0.8	3.8	5.695	2016
R1C	8.0	1.2	8.0	4.500	2111
R1C	10.0	1.7	15.0	3.208	2220
R1C	12.0	2.7	31.2	1.030	2401

Automatic (1C-2C-2L-3L-4L-5L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.370	1883
1C	4.0	0.6	1.9	5.827	1897
1C	6.0	1.0	4.6	5.126	1936
1C	8.0	1.4	8.9	4.432	1995
1C	10.0	1.9	15.4	3.782	2059
1C	12.0	2.5	24.8	3.168	2126
1C	12.8	2.8	29.5	2.899	2152
2C	14.0	3.2	38.8	2.523	1979
2C	16.0	4.1	57.0	2.327	2013
2C	18.0	5.0	79.5	2.127	2047
2C	20.0	5.9	107.1	1.933	2083
2C	21.4	6.7	129.3	1.806	2108
2L	22.0	7.0	139.5	1.972	1588
2L	24.0	8.1	175.4	1.800	1732
2L	26.0	9.2	218.3	1.627	1877
2L	27.1	9.9	246.1	1.554	1958
3L	28.0	10.5	269.7	1.495	1528
3L	30.0	11.9	327.9	1.419	1637
3L	32.0	13.4	394.9	1.309	1746
3L	34.0	15.0	472.2	1.203	1855
3L	36.0	16.7	561.4	1.117	1964
3L	38.0	18.6	662.6	1.029	2073
3L	38.2	18.8	675.0	1.017	2086
4L	40.0	20.6	779.0	0.967	1549
4L	42.0	22.7	906.3	0.920	1626
4L	44.0	25.0	1049.0	0.854	1704
4L	46.0	27.4	1209.7	0.794	1781
4L	48.0	30.0	1391.2	0.730	1858
4L	50.0	32.9	1597.3	0.674	1936
4L	51.0	34.4	1707.5	0.653	1974
5L	52.0	36.1	1836.3	0.595	1510
5L	54.0	39.6	2105.0	0.565	1568
5L	56.0	43.2	2399.8	0.529	1626
5L	58.0	47.2	2731.8	0.482	1684
5L	60.0	51.5	3109.5	0.438	1742
5L	62.0	56.4	3540.7	0.395	1800
5L	64.0	61.8	4040.0	0.349	1858
5L	66.0	67.9	4628.3	0.305	1916
5L	68.0	74.9	5313.5	0.271	1974
5L	70.0	82.9	6121.2	0.231	2032
5L	72.0	92.5	7127.8	0.187	2090
5L	74.0	105.4	8501.3	0.130	2148
5L	76.0	126.5	10825.5	0.070	2206
5L	78.0	201.1	19290.4	0.009	2264

1st Lockup Hold (1C-1L)

	Vehicle Speed (mph)	Time (sec)	Distance (ft)	Accel Rate (mph/sec)	Engine Speed (rpm)
1C	2.0	0.3	0.5	6.370	1883
1C	4.0	0.6	1.9	5.827	1897
1C	6.0	1.0	4.6	5.126	1936
1C	8.0	1.4	8.9	4.432	1995
1C	10.0	1.9	15.4	3.782	2059
1C	11.1	2.2	20.1	3.446	2097
1L	12.0	2.5	24.7	3.346	1620
1L	14.0	3.1	37.2	2.812	1890
1L	16.0	3.9	54.2	2.342	2160
1L	18.0	5.6	96.4	0.350	2430

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere

SCAAN No. : 61879
 Description : Valley Power Systems/Re-power Santa Cruz Project w
 Date : 12/1/2006
 User : Rafael Mendez, Valley Power Systems
 Application Review Status :
 Output Units : US

ALLISON TRANSMISSION
 VEHICLE RETARDATION PERFORMANCE
 Based on Standard Parameters

Transmission Input Ratio : 1 0000
 Transmission Input Efficiency (%): 100 00
 Engine Friction : Actual

Power Packs: 1

Clutch Fan Status : Fan Off
 Air Conditioning Status : No AC

Axle Ratio: 4.040
 Auxiliary Gearing Ratio: 1.000

Engine Only data is for comparison purposes only to help show retarder contribution
 Closed Throttle Downshifts table is included for reference only

Retarder Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-3.7	892	-0.036	78.5	-9.8	22908	-0.096	621.2
5L	86.0	2497	-3.7	890	-0.036	78.4	-9.8	22906	-0.096	621.1
5L	84.0	2438	-3.6	851	-0.035	76.6	-9.9	22867	-0.096	619.2
5L	82.0	2380	-3.5	812	-0.034	74.7	-9.9	22828	-0.097	617.3
5L	80.0	2322	-3.4	772	-0.033	72.8	-10.0	22788	-0.098	615.4
5L	78.0	2264	-3.3	733	-0.032	70.9	-10.1	22749	-0.098	613.5
5L	76.0	2206	-3.2	695	-0.031	69.0	-10.1	22677	-0.099	610.8
5L	74.0	2148	-3.1	658	-0.030	67.3	-10.2	22594	-0.100	608.0
5L	72.0	2090	-3.0	621	-0.030	65.4	-10.3	22511	-0.101	604.9
5L	70.0	2032	-2.9	586	-0.029	63.2	-10.4	22430	-0.102	601.6
5L	68.0	1974	-2.8	552	-0.028	60.8	-10.5	22349	-0.103	598.0
5L	66.0	1916	-2.7	519	-0.027	57.9	-10.7	22271	-0.104	594.0
5L	64.0	1858	-2.6	488	-0.026	55.1	-10.8	22235	-0.106	591.1
5L	62.0	1800	-2.6	458	-0.025	52.4	-11.0	22303	-0.108	590.8
5L	60.0	1742	-2.5	429	-0.024	49.7	-11.3	22373	-0.110	590.6
5L	58.0	1684	-2.4	401	-0.023	47.2	-11.5	22444	-0.113	590.5
5L	56.0	1626	-2.3	375	-0.023	44.7	-11.8	22517	-0.115	590.4
5L	54.0	1568	-2.2	354	-0.022	42.3	-12.1	22508	-0.118	588.4
5L	52.0	1510	-2.1	334	-0.021	40.1	-12.1	21869	-0.118	570.9

5L	50.0	1451	-2.1	314	-0.020	37.9	-12.1	21231	-0.118	553.4
5L	48.0	1393	-2.0	295	-0.019	35.8	-12.2	20593	-0.119	536.1
5L	46.5	1350	-1.9	281	-0.019	34.3	-12.2	20112	-0.119	523.1
4L	46.5	1800	-2.2	307	-0.022	48.6	-12.5	20138	-0.121	537.4
4L	46.0	1781	-2.2	301	-0.022	47.9	-12.5	19980	-0.121	532.9
4L	44.0	1704	-2.1	279	-0.021	44.8	-12.6	19340	-0.122	514.6
4L	42.0	1626	-2.1	259	-0.020	41.8	-12.7	18701	-0.122	496.4
4L	40.0	1549	-2.0	244	-0.019	39.1	-12.7	18068	-0.123	478.4
4L	38.0	1471	-1.9	231	-0.019	36.4	-12.8	17321	-0.124	457.6
4L	36.0	1394	-1.9	217	-0.018	33.9	-12.7	16381	-0.123	432.3
4L	34.0	1316	-1.8	201	-0.017	31.4	-12.6	15439	-0.122	407.0
4L	32.0	1239	-1.7	186	-0.017	29.1	-12.5	14497	-0.121	381.9
4L	31.9	1235	-1.7	185	-0.017	29.0	-12.5	14449	-0.121	380.6
3L	31.9	1740	-2.2	260	-0.022	45.5	-13.0	14525	-0.124	397.1
3L	30.0	1637	-2.2	238	-0.021	41.7	-12.9	13624	-0.123	371.6
3L	28.0	1528	-2.1	224	-0.020	37.9	-12.8	12683	-0.122	345.0
3L	26.0	1419	-2.0	209	-0.019	34.4	-12.7	11742	-0.121	318.6
3L	24.0	1310	-1.9	193	-0.019	31.0	-12.1	10294	-0.116	280.0
3L	23.4	1275	-1.9	187	-0.019	30.1	-11.9	9827	-0.113	267.7
2L	23.4	1687	-2.5	239	-0.023	43.3	-12.4	9879	-0.116	280.9
2L	22.0	1588	-2.4	223	-0.023	39.7	-11.9	8847	-0.111	252.3
2L	20.0	1444	-2.3	208	-0.022	35.1	-10.9	7354	-0.102	211.2
2L	18.0	1299	-2.3	189	-0.021	30.7	-9.8	5856	-0.092	170.4
2L	16.0	1155	-2.2	165	-0.021	26.7	-8.5	4355	-0.080	129.9
2L	14.2	1025	-2.1	142	-0.020	23.4	-7.0	3005	-0.066	94.0
2C	14.2	700	-2.2	405	-0.020	24.2	-7.0	3269	-0.063	94.7

Std Preselect Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-3.7	892	-0.036	78.5	-9.8	22908	-0.096	621.2
5L	86.0	2497	-3.7	890	-0.036	78.4	-9.8	22906	-0.096	621.1
5L	84.0	2438	-3.6	851	-0.035	76.6	-9.9	22867	-0.096	619.2
5L	82.0	2380	-3.5	812	-0.034	74.7	-9.9	22828	-0.097	617.3
5L	80.0	2322	-3.4	772	-0.033	72.8	-10.0	22788	-0.098	615.4
5L	78.0	2264	-3.3	733	-0.032	70.9	-10.1	22749	-0.098	613.5
5L	76.0	2206	-3.2	695	-0.031	69.0	-10.1	22677	-0.099	610.8
5L	74.0	2148	-3.1	658	-0.030	67.3	-10.2	22594	-0.100	608.0
5L	72.0	2090	-3.0	621	-0.030	65.4	-10.3	22511	-0.101	604.9
5L	70.0	2032	-2.9	586	-0.029	63.2	-10.4	22430	-0.102	601.6
5L	68.0	1974	-2.8	552	-0.028	60.8	-10.5	22349	-0.103	598.0
5L	67.2	1949	-2.8	538	-0.027	59.6	-10.6	22316	-0.104	596.3
4L	67.2	2600	-3.0	576	-0.029	72.4	-10.8	22355	-0.105	609.1
4L	66.0	2555	-2.9	561	-0.029	71.3	-10.9	22313	-0.105	607.4
4L	64.0	2478	-2.9	535	-0.028	69.4	-11.0	22282	-0.107	605.4
4L	62.0	2400	-2.8	509	-0.027	67.5	-11.3	22355	-0.109	606.0
4L	60.0	2323	-2.7	482	-0.027	65.6	-11.5	22426	-0.112	606.5
4L	58.0	2246	-2.7	455	-0.026	63.7	-11.8	22497	-0.114	607.0
4L	56.0	2168	-2.6	427	-0.025	61.9	-12.1	22568	-0.117	607.6
4L	54.0	2091	-2.5	399	-0.025	59.9	-12.4	22553	-0.120	605.9
4L	52.0	2013	-2.5	373	-0.024	57.5	-12.5	21908	-0.121	588.3
4L	50.0	1936	-2.4	348	-0.023	54.4	-12.5	21264	-0.121	569.9
4L	48.0	1858	-2.3	324	-0.022	51.1	-12.5	20622	-0.121	551.4
4L	47.7	1845	-2.3	320	-0.022	50.5	-12.5	20511	-0.121	548.2

3L	47.7	2600	-2.7	457	-0.026	69.4	-12.9	20648	-0.123	567.1
3L	46.0	2510	-2.6	440	-0.025	67.6	-13.0	20119	-0.124	552.6
3L	44.0	2401	-2.6	418	-0.025	65.3	-13.0	19479	-0.124	535.1
3L	42.0	2292	-2.5	393	-0.025	62.9	-13.2	18835	-0.125	517.5
3L	40.0	2183	-2.5	367	-0.024	60.6	-13.3	18190	-0.127	499.9
3L	38.0	2073	-2.5	339	-0.024	58.1	-13.3	17429	-0.127	479.3
3L	36.0	1966	-2.4	312	-0.023	54.6	-13.3	16491	-0.126	453.4
2L	36.0	2601	-2.8	416	-0.026	68.4	-13.6	16594	-0.127	467.2
2L	36.0	2598	-2.8	415	-0.026	68.4	-13.6	16580	-0.127	466.8
2L	34.0	2454	-2.8	394	-0.026	65.5	-13.6	15632	-0.127	441.1
2L	32.0	2310	-2.7	368	-0.026	62.6	-13.6	14680	-0.127	415.4
2L	30.0	2165	-2.7	339	-0.026	59.7	-13.5	13724	-0.126	389.6
2L	28.0	2021	-2.7	307	-0.026	56.1	-13.5	12766	-0.126	363.1
2L	26.0	1877	-2.6	276	-0.025	50.5	-13.3	11809	-0.124	334.8
2L	24.0	1732	-2.5	248	-0.024	44.9	-12.7	10349	-0.118	293.9
2L	22.0	1588	-2.4	223	-0.023	39.7	-11.9	8847	-0.111	252.3
2L	20.0	1444	-2.3	208	-0.022	35.1	-10.9	7354	-0.102	211.2
2L	19.3	1391	-2.3	202	-0.022	33.4	-10.5	6806	-0.099	196.2
1C	19.3	2419	-4.3	704	-0.035	72.6	-12.6	7308	-0.103	235.4
1C	18.0	2233	-4.3	681	-0.036	69.1	-11.9	6349	-0.098	208.8
1C	16.0	1927	-4.3	643	-0.036	61.3	-10.6	4832	-0.087	164.6
1C	14.0	1624	-4.0	583	-0.033	49.7	-8.7	3294	-0.071	116.6
1C	12.0	1293	-3.7	554	-0.030	39.5	-4.1	741	-0.033	44.2
1C	10.0	917	-3.6	575	-0.028	32.1	-3.9	708	-0.030	35.4
1C	8.0	700	-3.7	494	-0.027	26.4	-3.9	572	-0.029	28.3

Closed Throttle Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-3.7	892	-0.036	78.5	-9.8	22908	-0.096	621.2
5L	86.0	2497	-3.7	890	-0.036	78.4	-9.8	22906	-0.096	621.1
5L	84.0	2438	-3.6	851	-0.035	76.6	-9.9	22867	-0.096	619.2
5L	82.0	2380	-3.5	812	-0.034	74.7	-9.9	22828	-0.097	617.3
5L	80.0	2322	-3.4	772	-0.033	72.8	-10.0	22788	-0.098	615.4
5L	78.0	2264	-3.3	733	-0.032	70.9	-10.1	22749	-0.098	613.5
5L	76.0	2206	-3.2	695	-0.031	69.0	-10.1	22677	-0.099	610.8
5L	74.0	2148	-3.1	658	-0.030	67.3	-10.2	22594	-0.100	608.0
5L	72.0	2090	-3.0	621	-0.030	65.4	-10.3	22511	-0.101	604.9
5L	70.0	2032	-2.9	586	-0.029	63.2	-10.4	22430	-0.102	601.6
5L	68.0	1974	-2.8	552	-0.028	60.8	-10.5	22349	-0.103	598.0
5L	66.0	1916	-2.7	519	-0.027	57.9	-10.7	22271	-0.104	594.0
5L	64.0	1858	-2.6	488	-0.026	55.1	-10.8	22235	-0.106	591.1
5L	62.0	1800	-2.6	458	-0.025	52.4	-11.0	22303	-0.108	590.8
5L	60.0	1742	-2.5	429	-0.024	49.7	-11.3	22373	-0.110	590.6
5L	58.0	1684	-2.4	401	-0.023	47.2	-11.5	22444	-0.113	590.5
5L	56.0	1626	-2.3	375	-0.023	44.7	-11.8	22517	-0.115	590.4
5L	54.0	1568	-2.2	354	-0.022	42.3	-12.1	22508	-0.118	588.4
5L	52.0	1510	-2.1	334	-0.021	40.1	-12.1	21869	-0.118	570.9
5L	50.0	1451	-2.1	314	-0.020	37.9	-12.1	21231	-0.118	553.4
5L	48.0	1393	-2.0	295	-0.019	35.8	-12.2	20593	-0.119	536.1
5L	46.0	1335	-1.9	276	-0.019	33.8	-12.2	19955	-0.119	518.8
5L	44.0	1277	-1.8	257	-0.018	31.8	-12.3	19318	-0.120	501.6
5L	42.0	1219	-1.8	238	-0.018	30.0	-12.4	18680	-0.121	484.5
5L	40.0	1161	-1.7	220	-0.017	28.2	-12.5	18044	-0.121	467.5

5L	38.0	1103	-1.7	202	-0.016	26.5	-12.5	17293	-0.122	447.7
5L	36.2	1050	-1.6	186	-0.016	25.0	-12.4	16425	-0.121	425.2
4L	36.2	1400	-1.9	218	-0.018	34.1	-12.7	16456	-0.123	434.3
4L	36.0	1394	-1.9	217	-0.018	33.9	-12.7	16381	-0.123	432.3
4L	34.0	1316	-1.8	201	-0.017	31.4	-12.6	15439	-0.122	407.0
4L	32.0	1239	-1.7	186	-0.017	29.1	-12.5	14497	-0.121	381.9
4L	30.0	1161	-1.7	170	-0.016	26.9	-12.4	13555	-0.120	356.9
4L	28.0	1084	-1.6	153	-0.016	24.9	-12.4	12613	-0.120	331.9
4L	27.8	1075	-1.6	152	-0.016	24.6	-12.3	12502	-0.120	329.0
3L	27.8	1515	-2.1	222	-0.020	37.5	-12.8	12573	-0.122	341.9
3L	26.0	1419	-2.0	209	-0.019	34.4	-12.7	11742	-0.121	318.6
3L	24.0	1310	-1.9	193	-0.019	31.0	-12.1	10294	-0.116	280.0
3L	22.0	1200	-1.9	174	-0.018	27.9	-11.3	8798	-0.108	240.5
3L	20.2	1101	-1.8	155	-0.018	25.3	-10.5	7428	-0.101	204.5
2L	20.2	1456	-2.3	210	-0.022	35.4	-11.0	7482	-0.103	214.7
2L	20.0	1444	-2.3	208	-0.022	35.1	-10.9	7354	-0.102	211.2
2L	18.0	1299	-2.3	189	-0.021	30.7	-9.8	5856	-0.092	170.4
2L	16.0	1155	-2.2	165	-0.021	26.7	-8.5	4355	-0.080	129.9
2L	14.2	1025	-2.1	142	-0.020	23.4	-7.0	3005	-0.066	94.0
2C	14.2	700	-2.2	405	-0.020	24.2	-7.0	3269	-0.063	94.7

Clutch Fan Status : Fan On
Air Conditioning Status : No AC

Axle Ratio: 4 040
Auxiliary Gearing Ratio: 1 000

Engine Only data is for comparison purposes only to help show retarder contribution
Closed Throttle Downshifts table is included for reference only

Retarder Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-4.1	963	-0.041	120.0	-10.3	22979	-0.101	662.7
5L	86.0	2497	-4.1	960	-0.041	119.8	-10.3	22976	-0.101	662.4
5L	84.0	2438	-4.0	902	-0.039	115.3	-10.3	22918	-0.101	657.9
5L	82.0	2380	-3.9	848	-0.038	110.9	-10.4	22864	-0.101	653.5
5L	80.0	2322	-3.8	797	-0.037	106.5	-10.4	22813	-0.102	649.2
5L	78.0	2264	-3.7	749	-0.036	102.3	-10.5	22765	-0.102	644.9
5L	76.0	2206	-3.6	705	-0.035	98.1	-10.5	22687	-0.103	639.9
5L	74.0	2148	-3.5	666	-0.034	94.2	-10.6	22602	-0.103	634.8
5L	72.0	2090	-3.3	629	-0.033	90.1	-10.7	22518	-0.104	629.6
5L	70.0	2032	-3.2	593	-0.032	85.9	-10.8	22437	-0.105	624.3
5L	68.0	1974	-3.1	558	-0.031	81.6	-10.9	22356	-0.106	618.9
5L	66.0	1916	-3.0	525	-0.030	77.0	-11.0	22277	-0.107	613.1
5L	64.0	1858	-2.9	493	-0.029	72.5	-11.1	22240	-0.108	608.5
5L	62.0	1800	-2.8	463	-0.027	68.2	-11.3	22308	-0.110	606.6
5L	60.0	1742	-2.7	434	-0.026	64.0	-11.5	22378	-0.112	604.9
5L	58.0	1684	-2.6	405	-0.025	60.1	-11.8	22448	-0.115	603.4
5L	56.0	1626	-2.5	379	-0.025	56.3	-12.0	22521	-0.117	602.1
5L	54.0	1568	-2.4	357	-0.024	52.8	-12.3	22511	-0.120	598.8
5L	52.0	1510	-2.3	337	-0.023	49.4	-12.3	21872	-0.120	580.2
5L	50.0	1451	-2.2	317	-0.022	46.2	-12.3	21234	-0.120	561.7
5L	48.0	1393	-2.1	298	-0.021	43.1	-12.3	20596	-0.120	543.4
5L	46.5	1350	-2.1	283	-0.020	40.9	-12.4	20114	-0.120	529.7
4L	46.5	1800	-2.6	307	-0.025	64.3	-12.9	20138	-0.124	553.1
4L	46.0	1781	-2.5	301	-0.025	63.1	-12.9	19980	-0.124	548.1
4L	44.0	1704	-2.4	279	-0.024	58.1	-12.9	19340	-0.125	527.9
4L	42.0	1626	-2.3	259	-0.023	53.4	-12.9	18701	-0.125	507.9

4L	40.0	1549	-2.2	244	-0.022	49.0	-13.0	18068	-0.126	488.3
4L	38.0	1471	-2.1	231	-0.021	45.0	-13.0	17321	-0.126	466.2
4L	36.0	1394	-2.0	217	-0.020	41.1	-12.9	16381	-0.125	439.6
4L	34.0	1316	-2.0	202	-0.019	37.5	-12.8	15439	-0.124	413.1
4L	32.0	1239	-1.9	186	-0.018	34.1	-12.7	14498	-0.123	386.8
4L	31.9	1235	-1.9	185	-0.018	33.9	-12.7	14450	-0.123	385.5
3L	31.9	1740	-2.7	264	-0.026	59.8	-13.5	14529	-0.128	411.4
3L	30.0	1637	-2.5	241	-0.024	53.5	-13.3	13627	-0.127	383.4
3L	28.0	1528	-2.4	226	-0.023	47.5	-13.2	12685	-0.126	354.6
3L	26.0	1419	-2.3	211	-0.022	42.1	-13.0	11744	-0.124	326.4
3L	24.0	1310	-2.2	194	-0.021	37.1	-12.3	10296	-0.118	286.1
3L	23.4	1275	-2.2	188	-0.021	35.6	-12.1	9828	-0.116	273.2
2L	23.4	1687	-3.0	243	-0.028	56.3	-13.0	9883	-0.121	293.9
2L	22.0	1588	-2.9	226	-0.027	50.6	-12.4	8850	-0.116	263.1
2L	20.0	1444	-2.7	211	-0.026	43.2	-11.3	7357	-0.106	219.3
2L	18.0	1299	-2.6	191	-0.024	36.6	-10.1	5858	-0.095	176.3
2L	16.0	1155	-2.4	167	-0.023	30.3	-8.7	4356	-0.082	133.6
2L	14.2	1025	-2.3	143	-0.021	25.1	-7.1	3006	-0.067	95.7
2C	14.2	700	-1.7	222	-0.016	16.4	-6.5	3085	-0.061	86.9

Std Preselect Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-4.1	963	-0.041	120.0	-10.3	22979	-0.101	662.7
5L	86.0	2497	-4.1	960	-0.041	119.8	-10.3	22976	-0.101	662.4
5L	84.0	2438	-4.0	902	-0.039	115.3	-10.3	22918	-0.101	657.9
5L	82.0	2380	-3.9	848	-0.038	110.9	-10.4	22864	-0.101	653.5
5L	80.0	2322	-3.8	797	-0.037	106.5	-10.4	22813	-0.102	649.2
5L	78.0	2264	-3.7	749	-0.036	102.3	-10.5	22765	-0.102	644.9
5L	76.0	2206	-3.6	705	-0.035	98.1	-10.5	22687	-0.103	639.9
5L	74.0	2148	-3.5	666	-0.034	94.2	-10.6	22602	-0.103	634.8
5L	72.0	2090	-3.3	629	-0.033	90.1	-10.7	22518	-0.104	629.6
5L	70.0	2032	-3.2	593	-0.032	85.9	-10.8	22437	-0.105	624.3
5L	68.0	1974	-3.1	558	-0.031	81.6	-10.9	22356	-0.106	618.9
5L	67.2	1949	-3.1	544	-0.030	79.6	-10.9	22322	-0.106	616.4
4L	67.2	2600	-3.6	673	-0.035	118.2	-11.5	22451	-0.111	654.9
4L	66.0	2555	-3.6	639	-0.035	115.0	-11.5	22391	-0.112	651.1
4L	64.0	2478	-3.5	586	-0.034	109.6	-11.7	22333	-0.113	645.6
4L	62.0	2400	-3.4	538	-0.033	104.3	-11.9	22384	-0.115	642.7
4L	60.0	2323	-3.3	496	-0.032	99.1	-12.1	22440	-0.117	640.0
4L	58.0	2246	-3.2	458	-0.031	94.1	-12.3	22501	-0.119	637.4
4L	56.0	2168	-3.1	427	-0.030	89.3	-12.6	22568	-0.122	635.0
4L	54.0	2091	-3.0	399	-0.029	84.5	-12.9	22553	-0.124	630.5
4L	52.0	2013	-2.9	373	-0.028	79.4	-12.9	21908	-0.124	610.2
4L	50.0	1936	-2.8	348	-0.027	73.9	-12.9	21264	-0.124	589.4
4L	48.0	1858	-2.6	324	-0.026	68.3	-12.9	20622	-0.124	568.6
4L	47.7	1845	-2.6	320	-0.026	67.4	-12.9	20511	-0.124	565.0
3L	47.7	2600	-3.6	565	-0.035	115.5	-13.9	20756	-0.132	613.2
3L	46.0	2510	-3.5	512	-0.034	109.4	-13.9	20192	-0.132	594.5
3L	44.0	2401	-3.4	457	-0.033	102.3	-13.9	19518	-0.132	572.1
3L	42.0	2292	-3.3	410	-0.032	95.4	-13.9	18852	-0.133	549.9
3L	40.0	2183	-3.2	374	-0.031	88.7	-14.0	18197	-0.133	528.0
3L	38.0	2073	-3.1	345	-0.030	82.2	-14.0	17435	-0.133	503.4
3L	36.0	1966	-3.0	317	-0.029	75.2	-13.8	16496	-0.132	473.9

2L	36.0	2601	-4.0	528	-0.038	114.6	-14.9	16707	-0.139	513.4
2L	36.0	2598	-4.0	527	-0.038	114.5	-14.9	16691	-0.139	512.9
2L	34.0	2454	-3.9	451	-0.037	105.0	-14.8	15689	-0.138	480.6
2L	32.0	2310	-3.8	391	-0.035	95.9	-14.6	14703	-0.136	448.6
2L	30.0	2165	-3.6	348	-0.034	87.2	-14.4	13733	-0.135	417.1
2L	28.0	2021	-3.5	315	-0.033	78.4	-14.3	12774	-0.133	385.5
2L	26.0	1877	-3.3	282	-0.031	68.4	-14.0	11815	-0.131	352.7
2L	24.0	1732	-3.1	252	-0.029	59.0	-13.3	10354	-0.124	308.0
2L	22.0	1588	-2.9	226	-0.027	50.6	-12.4	8850	-0.116	263.1
2L	20.0	1444	-2.7	211	-0.026	43.2	-11.3	7357	-0.106	219.3
2L	19.3	1391	-2.7	204	-0.025	40.7	-10.9	6809	-0.102	203.5
1C	19.3	2301	-6.2	1019	-0.051	110.9	-14.5	7624	-0.119	273.7
1C	18.0	2106	-6.0	973	-0.049	99.5	-13.6	6641	-0.111	239.2
1C	16.0	1814	-5.4	868	-0.045	79.0	-11.7	5057	-0.097	182.3
1C	14.0	1520	-4.7	762	-0.039	60.4	-9.4	3473	-0.077	127.2
1C	12.0	1220	-4.2	671	-0.035	45.3	-4.6	858	-0.038	49.9
1C	10.0	916	-3.6	576	-0.030	32.1	-3.9	708	-0.032	35.4
1C	8.0	700	-2.9	351	-0.024	19.5	-3.1	429	-0.026	21.5

Closed Throttle Downshifts

	Vehicle Speed (mph)	Engine Speed (rpm)	Engine Only				Engine and Retarder			
			Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)	Equilib. Grade (%)	Transm. Heat Rej. (Btu/min)	Decel g	Wheel Power (hp)
5L	86.1	2500	-4.1	963	-0.041	120.0	-10.3	22979	-0.101	662.7
5L	86.0	2497	-4.1	960	-0.041	119.8	-10.3	22976	-0.101	662.4
5L	84.0	2438	-4.0	902	-0.039	115.3	-10.3	22918	-0.101	657.9
5L	82.0	2380	-3.9	848	-0.038	110.9	-10.4	22864	-0.101	653.5
5L	80.0	2322	-3.8	797	-0.037	106.5	-10.4	22813	-0.102	649.2
5L	78.0	2264	-3.7	749	-0.036	102.3	-10.5	22765	-0.102	644.9
5L	76.0	2206	-3.6	705	-0.035	98.1	-10.5	22687	-0.103	639.9
5L	74.0	2148	-3.5	666	-0.034	94.2	-10.6	22602	-0.103	634.8
5L	72.0	2090	-3.3	629	-0.033	90.1	-10.7	22518	-0.104	629.6
5L	70.0	2032	-3.2	593	-0.032	85.9	-10.8	22437	-0.105	624.3
5L	68.0	1974	-3.1	558	-0.031	81.6	-10.9	22356	-0.106	618.9
5L	66.0	1916	-3.0	525	-0.030	77.0	-11.0	22277	-0.107	613.1
5L	64.0	1858	-2.9	493	-0.029	72.5	-11.1	22240	-0.108	608.5
5L	62.0	1800	-2.8	463	-0.027	68.2	-11.3	22308	-0.110	606.6
5L	60.0	1742	-2.7	434	-0.026	64.0	-11.5	22378	-0.112	604.9
5L	58.0	1684	-2.6	405	-0.025	60.1	-11.8	22448	-0.115	603.4
5L	56.0	1626	-2.5	379	-0.025	56.3	-12.0	22521	-0.117	602.1
5L	54.0	1568	-2.4	357	-0.024	52.8	-12.3	22511	-0.120	598.8
5L	52.0	1510	-2.3	337	-0.023	49.4	-12.3	21872	-0.120	580.2
5L	50.0	1451	-2.2	317	-0.022	46.2	-12.3	21234	-0.120	561.7
5L	48.0	1393	-2.1	298	-0.021	43.1	-12.3	20596	-0.120	543.4
5L	46.0	1335	-2.1	278	-0.020	40.2	-12.4	19958	-0.121	525.3
5L	44.0	1277	-2.0	259	-0.019	37.4	-12.4	19320	-0.121	507.2
5L	42.0	1219	-1.9	240	-0.019	34.6	-12.5	18682	-0.122	489.2
5L	40.0	1161	-1.8	221	-0.018	31.9	-12.6	18045	-0.122	471.2
5L	38.0	1103	-1.7	203	-0.017	29.3	-12.6	17294	-0.123	450.6
5L	36.2	1050	-1.7	187	-0.016	27.0	-12.5	16425	-0.122	427.3
4L	36.2	1400	-2.1	218	-0.020	41.4	-12.9	16456	-0.125	441.7
4L	36.0	1394	-2.0	217	-0.020	41.1	-12.9	16381	-0.125	439.6
4L	34.0	1316	-2.0	202	-0.019	37.5	-12.8	15439	-0.124	413.1
4L	32.0	1239	-1.9	186	-0.018	34.1	-12.7	14498	-0.123	386.8
4L	30.0	1161	-1.8	170	-0.018	30.7	-12.6	13555	-0.122	360.6

4L	28.0	1084	-1.7	154	-0.017	27.4	-12.4	12613	-0.120	334.5	
4L	27.8	1075	-1.7	152	-0.017	27.1	-12.4	12502	-0.120	331.5	
3L	27.8	1515	-2.4	224	-0.023	46.9	-13.1	12575	-0.125	351.3	
3L	26.0	1419	-2.3	211	-0.022	42.1	-13.0	11744	-0.124	326.4	
3L	24.0	1310	-2.2	194	-0.021	37.1	-12.3	10296	-0.118	286.1	
3L	22.0	1200	-2.1	175	-0.020	32.3	-11.5	8799	-0.110	244.8	
3L	20.2	1101	-2.0	156	-0.019	28.1	-10.7	7429	-0.102	207.4	
2L	20.2	1456	-2.7	212	-0.026	43.8	-11.4	7485	-0.107	223.1	
2L	20.0	1444	-2.7	211	-0.026	43.2	-11.3	7357	-0.106	219.3	
2L	18.0	1299	-2.6	191	-0.024	36.6	-10.1	5858	-0.095	176.3	
2L	16.0	1155	-2.4	167	-0.023	30.3	-8.7	4356	-0.082	133.6	
2L	14.2	1025	-2.3	143	-0.021	25.1	-7.1	3006	-0.067	95.7	
2C	14.2	700	-1.7	222	-0.016	16.4	-6.5	3085	-0.061	86.9	

This SCAAN information is subject to the SCAAN Disclaimer set forth elsewhere.

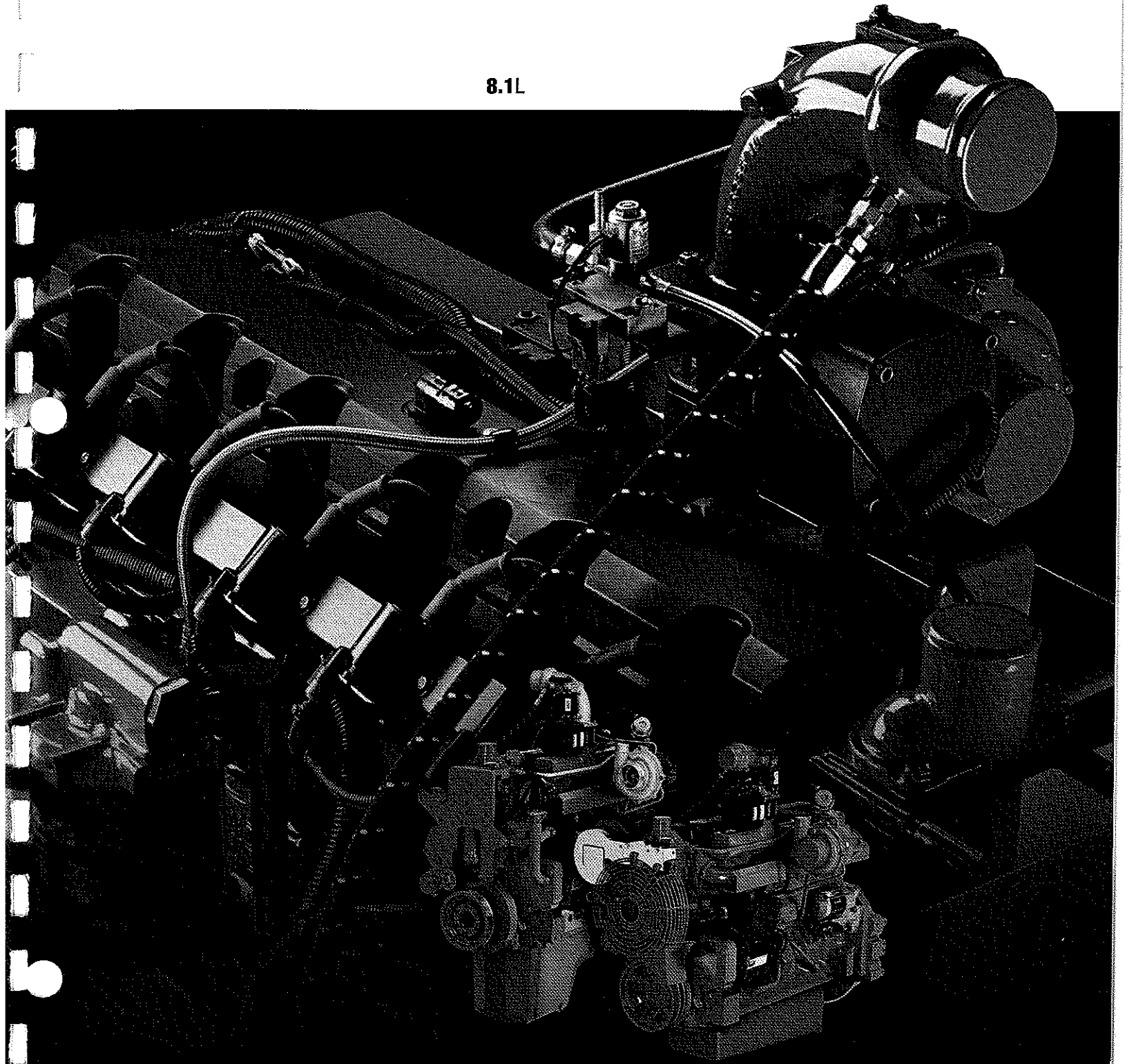


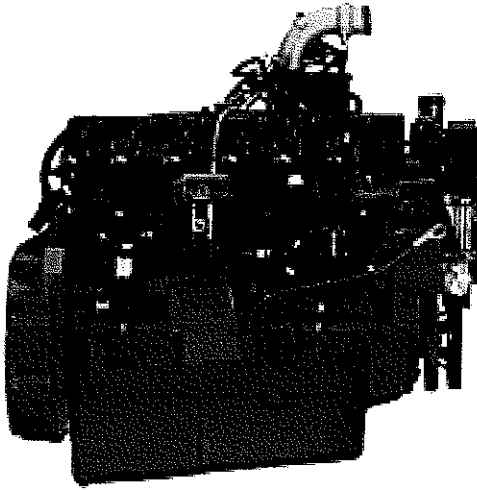
JOHN DEERE

Natural Gas Engines

For heavy-duty on-highway applications, from a leader in alternative fuel technology.

8.1L





SECTION I

OVERVIEW

SECTION II

BILL of MATERIAL

SECTION III

DELIVERABLES

SECTION IV

SUPPORTING DOCUMENTS

SECTION V

PRICING

SANTA CRUZ INVITATION FOR BID (IFB)

IFB # 06-10 of 2006

OVERVIEW



SECTION I

OVERVIEW



IFB # 06-10
Compressed Natural Gas Engine Repower

SECTION I
OVERVIEW

Western Power Products is pleased to provide the following quotation for the SANTA CRUZ Metropolitan Transit Authority (METRO) bid for 40 John Deere Natural Gas Engines. Some of the highlights to look for in the following proposal:

Performance

The John Deere 8.1L natural gas engine has best in class performance. Our engine produces 280 Hp; but more importantly to fuel economy, drivability and longevity, 900 lb-ft torque at 1500 RPM. This exceeds any other natural gas engine in it's class available for production today.

Emission Reduction

John Deere offers low NOx emissions at 1.2 g/NOx.

Fuel Economy

The John Deere engine proposed here has best in class PBTE, and in tests performed by others, has produced the best results in fuel economy performance.

Improved Maintenance

Many fleets have been able to lower their maintenance costs by extending oil drain intervals and spark plug changes. A disciplined approach to this end is explained in this proposal.

John Deere on-highway natural gas engines are a proven product backed by a strong dealer network. We feel we offer the best package of product, performance, and support to a transit bus operation available in the world today.

Respectfully Submitted,

Glenn Dobbs
Sales Manager, NG Engine Sales
Western Power Products

SECTION II

**BILL OF MATERIAL
OPTION DRAWINGS**

BILL OF MATERIALS

John Deere Compressed Natural Gas on Highway engine, Model RG6081HFN04

This engine is rated at 1.2 gm NOx emission.

CODE	DESCRIPTION
1987F	RG 6081HFN04 Natural Gas Engine
1114	Rocker Arm Cover, with CCV Filter, No Oil Fill Cap
1202	Oil Filler, Extended Front Fill with Flip Cap
1329	Crankshaft Pulley, 8-/Ribbed Poly-Vee Grooves, with Auxiliary Two Groove V-Belt, Pulley and Single Damper
1416	Flywheel housing, SAE #2
1533	Flywheel for Allison MD B400 World Transmission, 129 Tooth, 8/10 Pitch Ring Gear
1762	Air Inlet, RH Side Orientation
1903	Oil Pan, Low Clearance and Wide Sump
2115	Thermostat Cover, Horizontal Orientation
2394	No Fan Drive
2491	No Fan Belt
2804	Exhaust Manifold, for use with center turbo
3011	Starting motor, 12V DELCO, 37MT, LH 3-Bolt Type 1 Mount Sealed
3199	No Alternator
3914	Thermostat Housing for Use with for fan drive
4001	Dipstick and tube, for low clearance oil pan
5210	Auxiliary Drive, SAE A or B Flange, for use with Bendix air compressor and aux drive, RH side, SAE B Flange

Specification

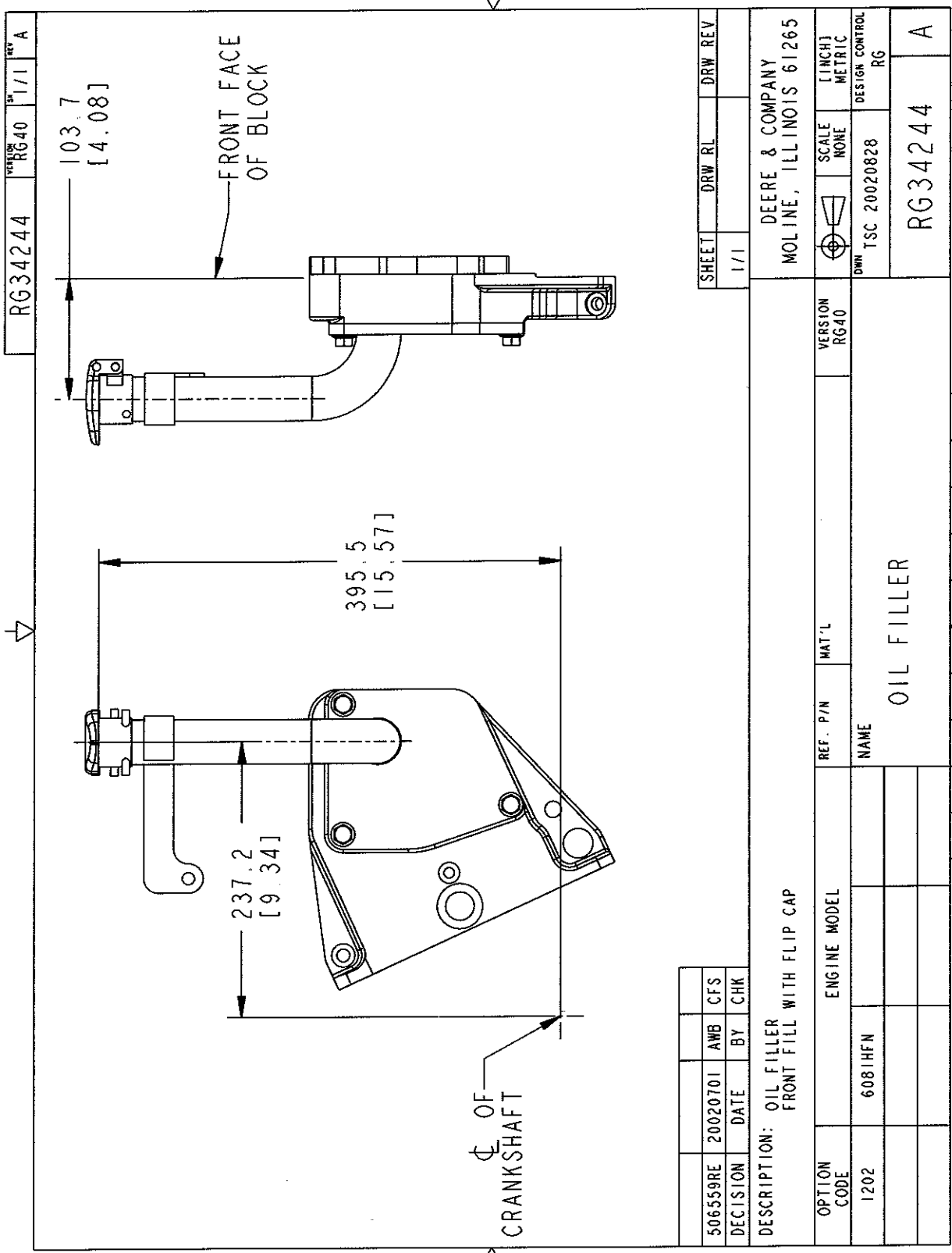
Customer Name : SANTA CRUZ METRO TRANSIT
 City, State :
 Specification Name : 6081HFN04 w/ 1903 oil pan
 Customer Part No. :
 Equip Description :

Customer # :
 Specification # : GDD00191 Rev : 0
 Engine Model : RG6081HFN04
 Configuration Date : 01/19/07
 Validation Date : 12/01/06

1987F	RG 6081HFN04 NATURAL GAS ENGINE
1114	Rocker Arm Cover, with CCV Filter, No Oil Fill
1202	Oil Filler, Extended Front Fill with Flip Cap
1329	Crankshaft Pulley, 8-Ribbed Poly-Vee Grooves, with Auxiliary Two Groove V-Belt Pulley and Single Damper
1416	Flywheel Housing, Aluminum, SAE #2
1533	Flywheel for Allison MD/B300/B400 World Transmissions, 129 Tooth 8/10 Pitch Ring Gear
1762	Air Inlet, RH Side Orientation
1903	Oil Pan, Low Clearance and Wide Sump
2115	Thermostat Cover, Horizontal Orientation
2394	No Fan Drive
2491	No Fan Belt
2804	Exhaust Manifold, For use with center turbo
3011	Starting Motor, 12V Denso, 37MT, LH 3-Bolt Type 1 Mount, Sealed for Wet Clutch
3199	No Alternator
3914	Thermostat Housing for Use With No Fan Drive
4001	Dipstick and Tube, For Low Clearance Oil Pan
5210	Auxiliary Drive, SAE A or B Flange, For Use With Bendix Air Compressor and Aux Drive, Right Hand Side, SAE B Flange
5502	Engine Mounts, To be used with shallow or wide sump oil pans
5633	Paint, F9A John Deere Agri Green
5903	Oil Filter, Spin on, For use with center turbo and shallow sump oil pan
6292	No Alternator Mounting
6590	Turbocharger, Low Mount Exhaust
72Q3	Engine Performance Option for compressed natural gas (CNG) 12v, 209kw 280hp @2200rpm, 1220NM 900lb-ft peak torque. Can be trimmed to 205kw 275hp @2200rpm, 1085NM 800lb-ft peak torque or 186kw 250hp @ 2200rpm, 997nm 735 lb-ft peak torque. Catalyst required. Urban Bus classification, EPA certified & CARB optional low NOx + HMHC certified 1.2g
7499	No A/C Compressor
7694	Oil Pressure Sensor, No Temp Sensor
7814	Air Compressor, Bendix 16.5 CFM, To Be Used With Center Turbo
83Q2	Vehicle Info (CNG) - Software Can Be Trimmed by OEM or Distributor for Specific Vehicle Configuration and to Enable/Disable Software Features
8402	Wiring Harness for CNG, Long
8504	Fuel System for CNG
9612	Engine Installation Kit, Includes Humidity Sensor, Oxygen Sensor, NGIP Sensor, Exhaust Clamp, Alternator Pulley and Belt

PowerTech 8.1 L ENGINE

Oil Filler Cover - 1200



50659RE	20020701	AWB	CFS
DECISION	DATE	BY	CHK

DESCRIPTION: OIL FILLER FRONT FILL WITH FLIP CAP

OPTION CODE	ENGINE MODEL	REF. P/N	MAT'L
1202	6081HFN		

1202

NAME

OIL FILLER

VERSION
RG40

SCALE
NONE

[INCH]
METRIC

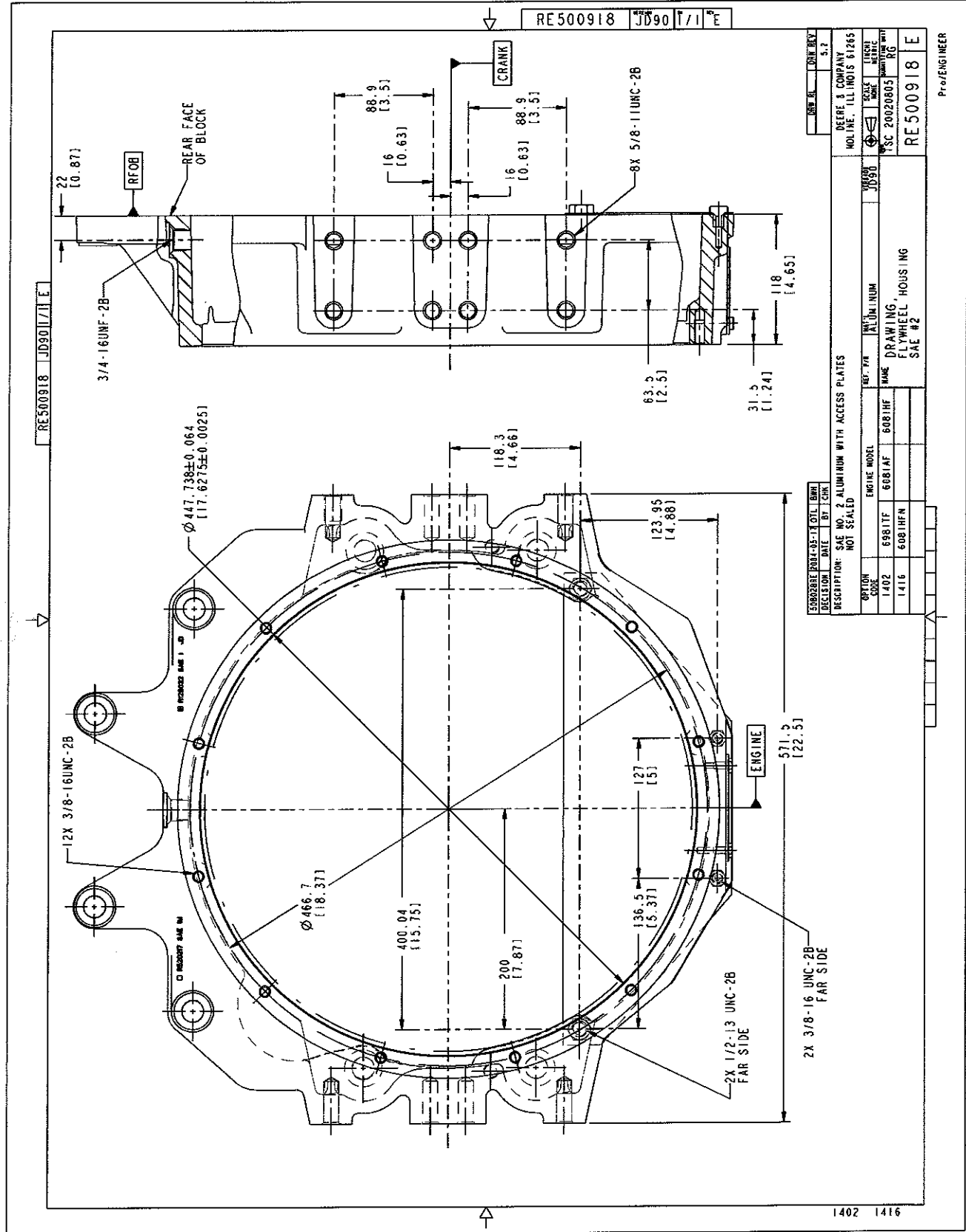
DWN TSC 20020828
DESIGN CONTROL
RG

RG34244
A

Pro/ENGINEER

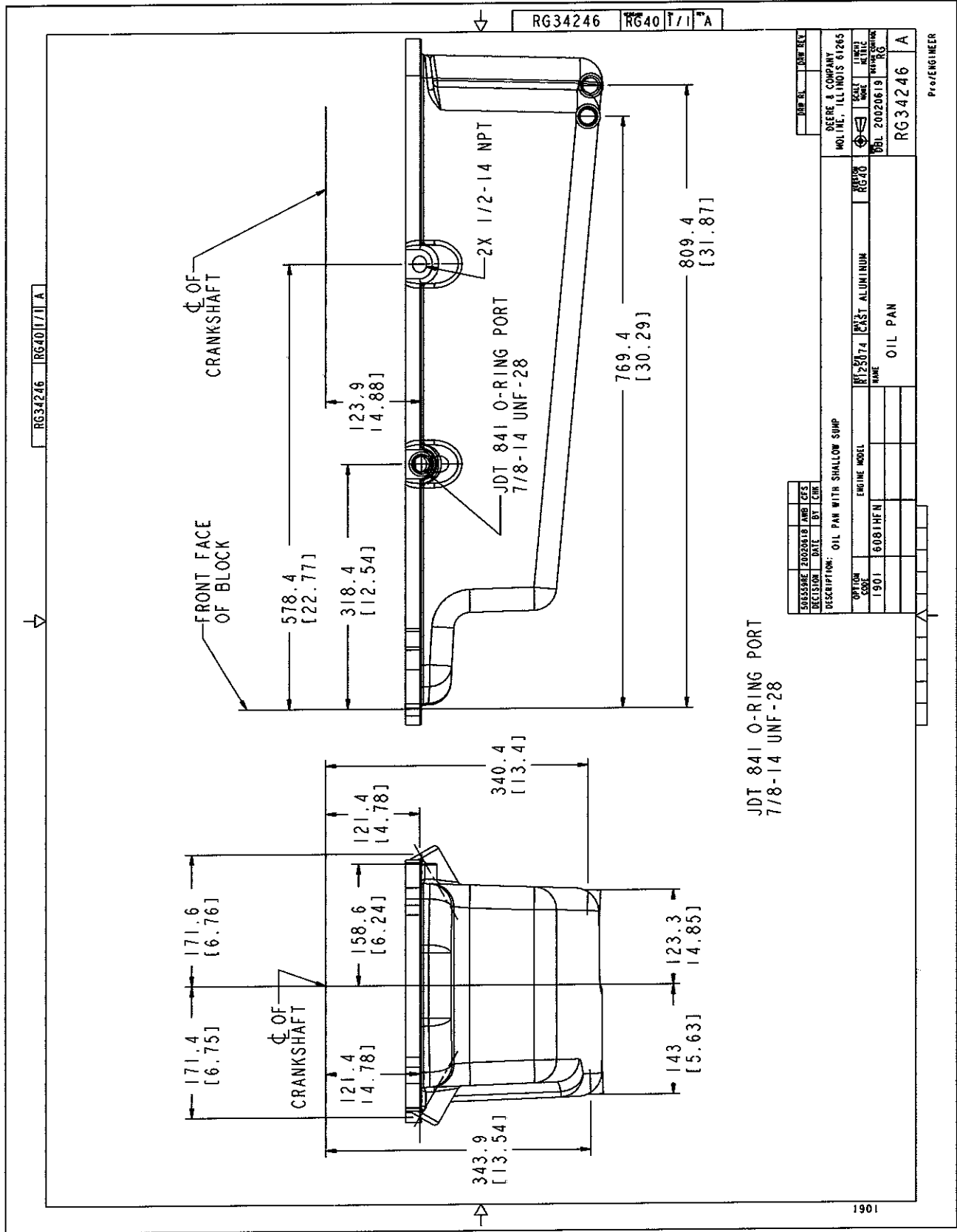
PowerTech 8.1 L ENGINE

Flywheel Housing - 1400



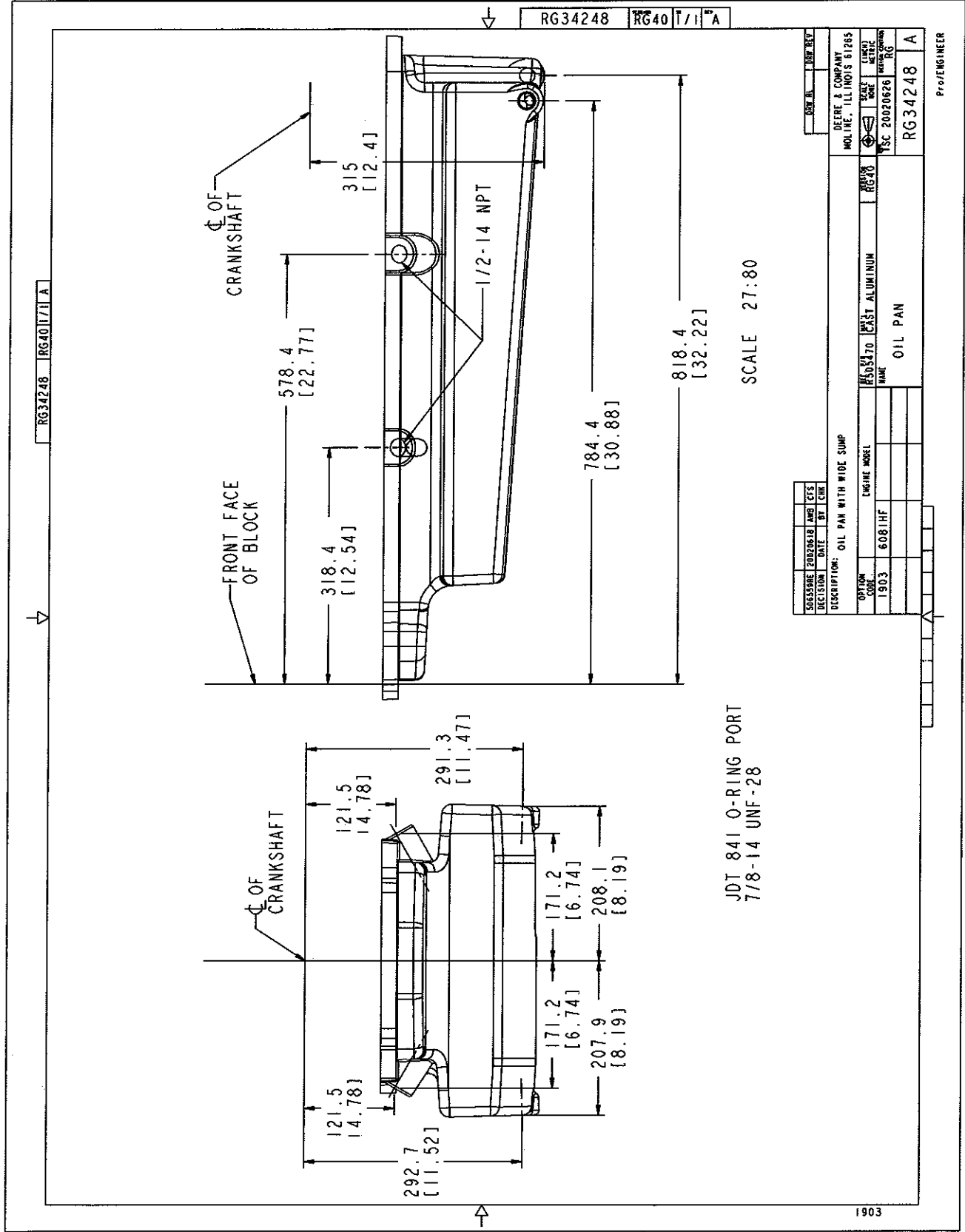
PowerTech 8.1 L ENGINE

Oil Pan - 1900



PowerTech 8.1 L ENGINE

Oil Pan - 1900



RG34248 RG40 T/I A

RG34248 RG40 T/I A

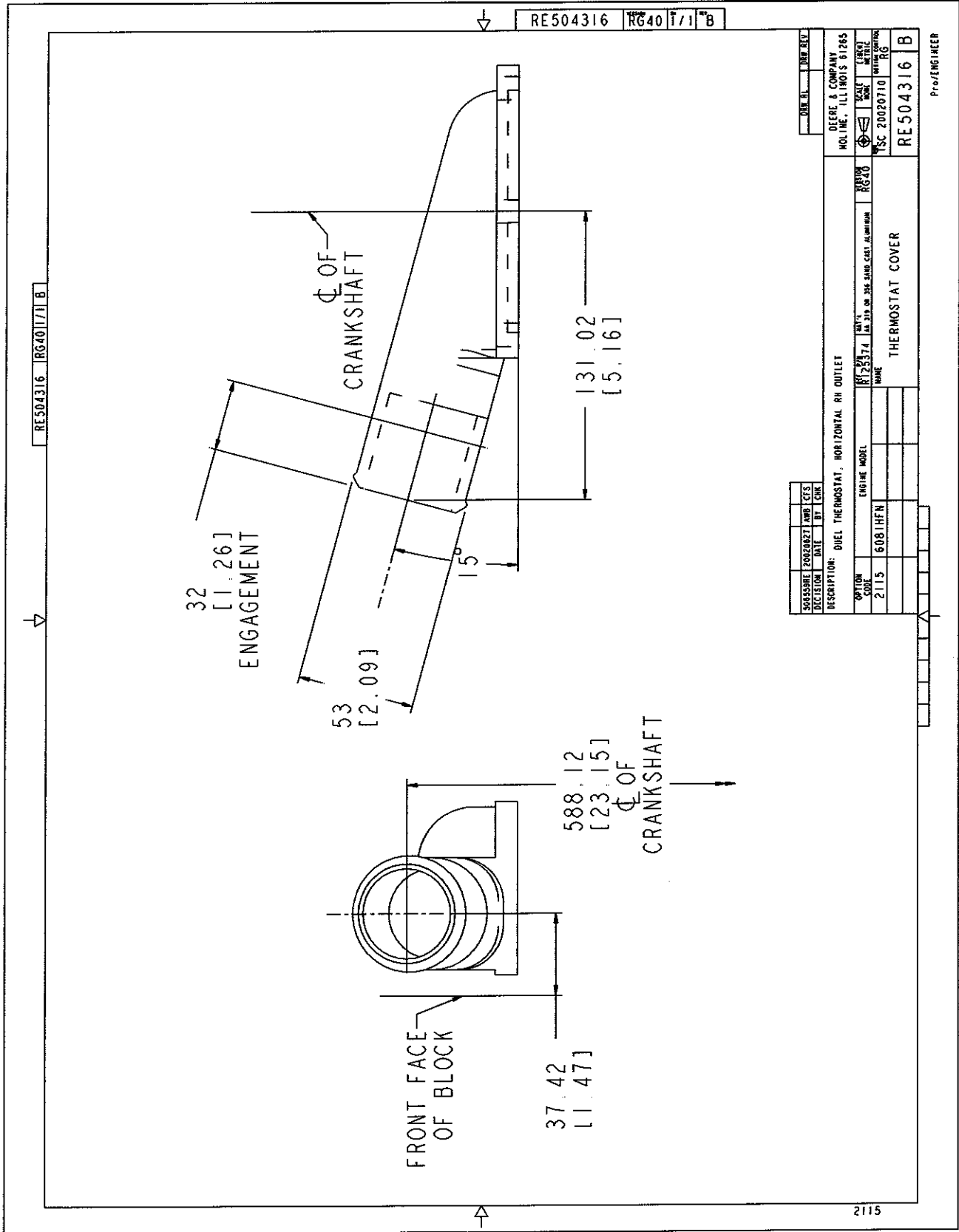
SUCCESSOR	20020618	ANG	CF'S
DECISION	DATE	BY	CHK
DESCRIPTION: OIL PAN WITH WIDE SUMP			
OPTION	ENGINE MODEL	MATERIAL	UNIT
1903	6081HF	CAST ALUMINUM	RG
PART NUMBER		REV	DATE
RG34248		A	

JDT 841 O-RING PORT
7/8-14 UNF-28

SCALE 27:80

PowerTech 8.1 L ENGINE

Thermostat Cover - 2100



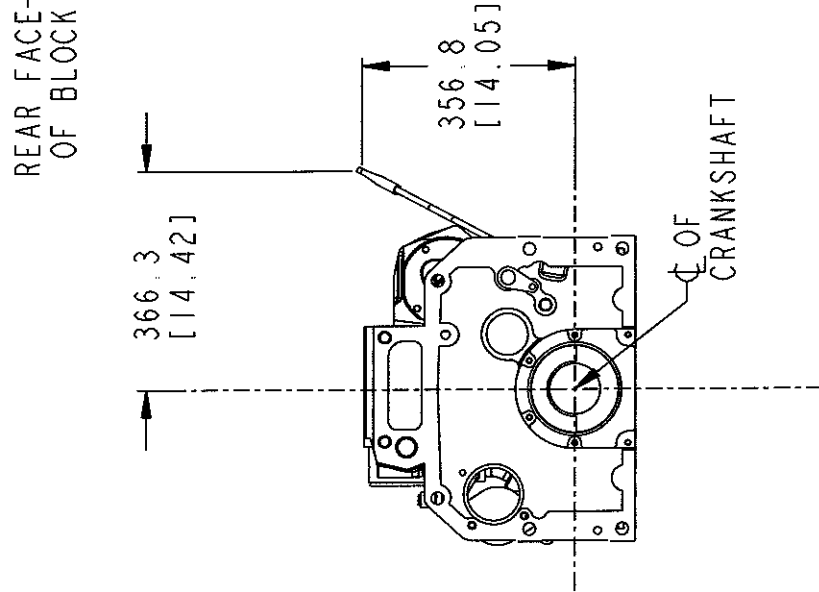
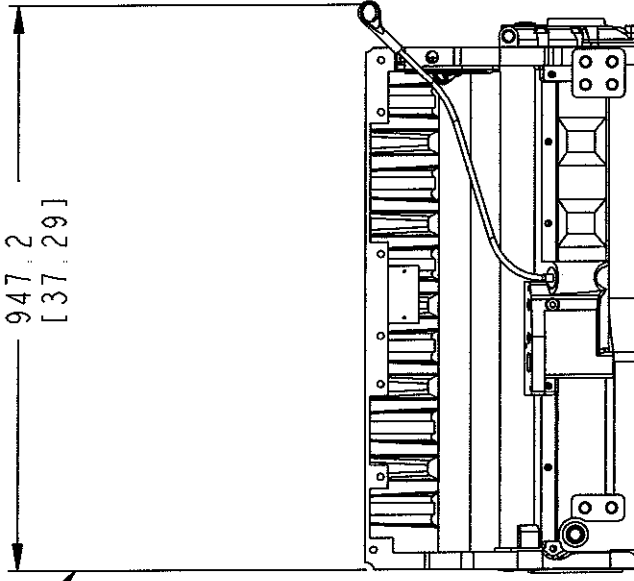
504559RE	20020827	AMB	CTS	DATE	BY	CHK
DESCRIPTION: DIESEL THERMOSTAT, HORIZONTAL RH OUTLET						
OPTION CODE	2115	ENGINE MODEL	6081HFN	DATE	BY	CHK
THERMOSTAT COVER						
DEERE & COMPANY MOLINE, ILLINOIS 61285						
SCALE: 1:1						
MATERIAL: ALUMINUM						
FINISH: 354 SAND CAST ALUMINUM						
PART NO: 2115						
REV: 1						
DATE: 08/27/02						
BY: [Signature]						
CHK: [Signature]						
JOB NO: SC 20020710						
PART NO: RE504316						
REV: B						

PROFENGINEER

PowerTech 8.1 L ENGINE

Dipstick - 4000

RG34250 RG T/1 A



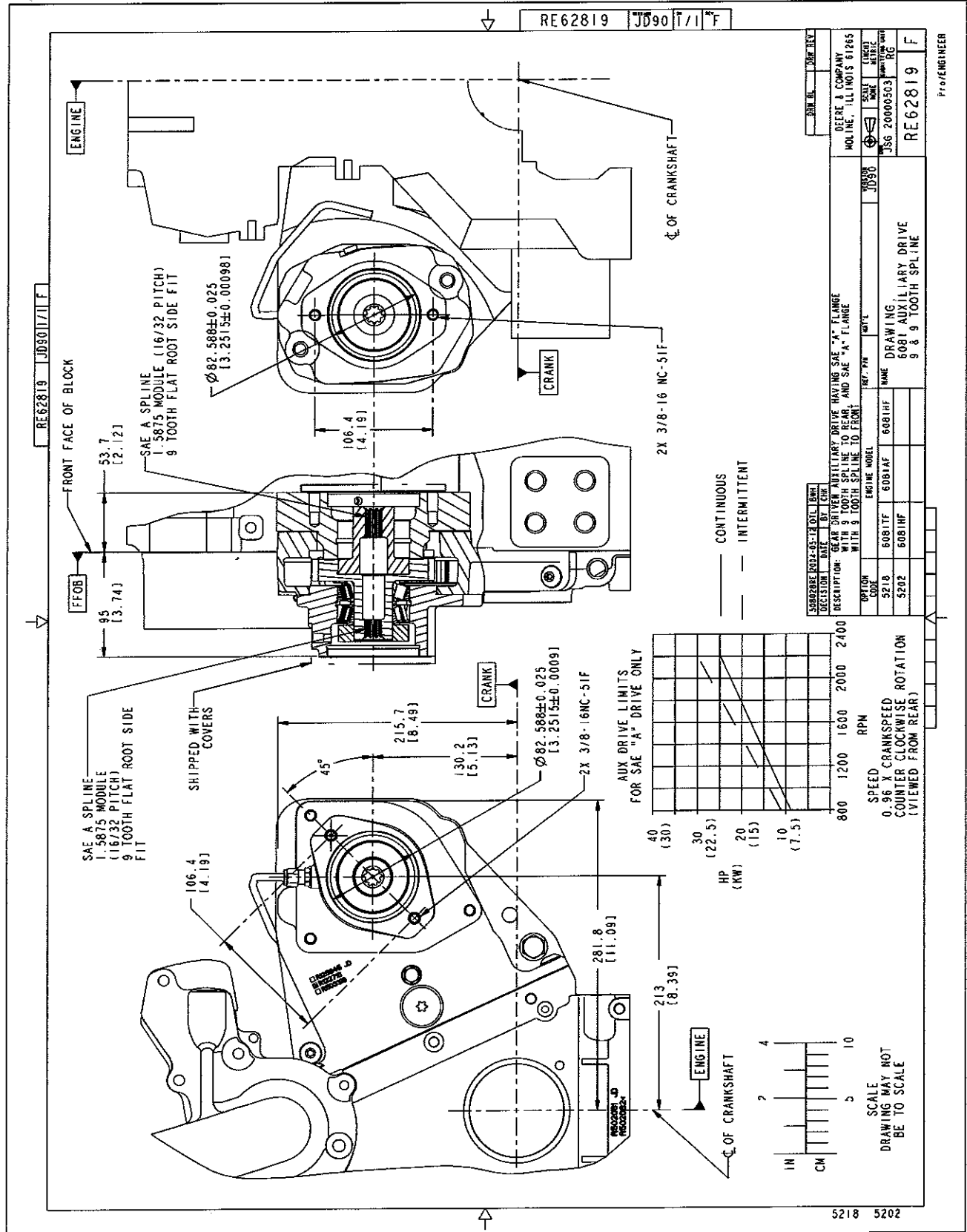
RG34250 RG T/1 A

501553	001	20020827	AMB	CTS	
DECISION	DATE	BY	CHK		
DESCRIPTION: TOP FRONT SERVICE POSITION					
OPTION	ENGINE MODEL	REL. P/N	UNIT	WORK	ENG. METAL
4001	6081HFN			DIPSTICK	
MSC 20020827 RG40					RG34250 A

PRO/ENGINEER

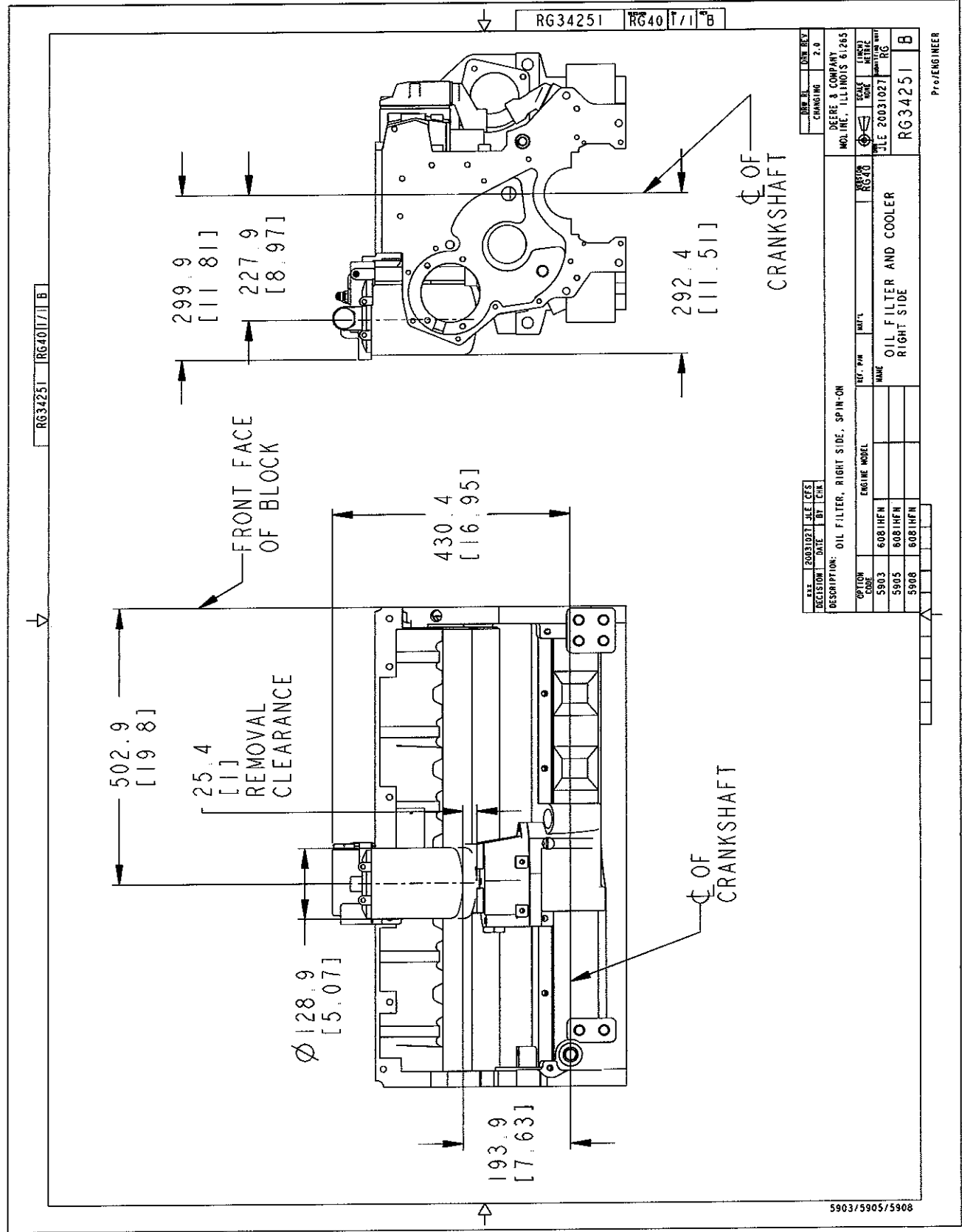
PowerTech 8.1 L ENGINE

Gear-Driven Auxiliary Drive - 5200



PowerTech 8.1 L ENGINE

Oil Cooler - 5900



SECTION III

Deliverables

SECTION III

Deliverables

MAINTENANCE & DIAGNOSTICS TRAINING

Four (4) sessions of diagnostic, maintenance and engine tune up classes of eight hours in duration each for 25 students at selected Agency Base. **See price page**

OVERHAUL CLASS

One (1), 40 hour engine overhaul classes for the Authority's rebuild section for up to 10 students. It is expected that this training will be approximately 40 hours duration. **See price page**

MANUALS:

Five (5) parts catalogs with OEM part numbers, drawings and schematics provided via D-ROM in Adobe PDF format.

Ten (10) sets of engine and electric/electronics troubleshooting manuals.

Ten (10) service manuals provided via CD-ROM in PDF format.

Ten (10) sets of engine overhaul manuals

Ten (10) sets of service and preventive maintenance (operators) manuals

See price page

*** HARDWARE/SOFTWARE**

One(1) set complete of hardware and software (readers, cartridges, interfaces, cables, programs for lap-tops, manuals, etc.) for Agency Furnished Computer necessary to read and clear codes, read information and perform engine troubleshooting and data retrieval from engine electric/electronic control system.

See price page

*** Not included in IFB**

WARRANTY

John Deere 2 year Unlimited mileage limited warranty (see section IV for warranty statement).

Price included in engine cost

IMPROVED OPERATING COSTS

- A. Extended oil drain intervals. Minimum of 24,000 miles, **maximum** to be determined through engine oil change analysis sampling.
- B. Increased fuel mileage (~3.25 GGE/mile)

NOTE – see below for explanations

Oil Drain Intervals and Spark Plug Life

The current lubrication and maintenance service guidelines for the John Deere natural gas engine in a Transit application are 12 months/12,500 miles to change oil and filter and replace spark plugs. These suggestions are in place to avoid any concerns with problems that might be associated with varied/unknown operating conditions and environments.

John Deere has some customers that have chosen to exceed the guidelines at their own discretion, and have had good results (see testimonials in section III). They used a disciplined approach to investigate extended intervals and are operating satisfactorily with good results.

In cases where extended oil change was desired, they have adhered to the following conditions: 1) use an oil approved by John Deere 2) use a John Deere oil filter, and 3) have regularly scheduled oil samples taken, perform the analysis through a reputable lab, and share that information with John Deere. Customers have used this technique on a portion of their fleet until such time repeated satisfactory results demonstrate that the extended interval can be used throughout the fleet.

Where extended spark plug change interval was desired, customers ran the engine until the driver noted a misfire condition. After noting the spark plug wear-out in repeated instances, a regular change out interval was established that reflected the fuel quality, driving and environmental conditions at their particular site.

Fuel Economy

John Deere offers the best in class Peak Brake Thermal Efficiency for the 1.2gNOx + NMHC 8.1L engine.

Peak Brake Thermal Efficiency: 40%

The 8.1L has a superior fuel consumption rate. This covers *an industry leading* operating range of 1500 RPM - 1800 RPM at .30 (+-.005) lb/hp-hr.

The John Deere 8.1L natural gas engine is the most efficient on highway natural gas engine in production today (see NREL Test). Using BPTC and lbs. /Hp-Hr. consumption data, estimations can be made as to fuel consumption showing the John Deere engine to be superior to others currently on the market. Your own experience on specific routes under controlled conditions are the most accurate measurement of fuel consumption. However, John Deere customers have experienced fuel economy exceeding expectations in almost all examples. Please see Section IV for testimonials from other fleets.

Section IV

Supporting Documents

Warranty Statement

Specification Sheets

EPA & CARB Certifications

Compatibility Statement

Buy American Statement from New Flyer & Orian

Fleet Defect Statement

WARRANTY STATEMENTS & CERTIFICATES

1. *Engine Warranty*

The standard original warranty on new John Deere engines in school and activity buses is:

Five years - 100,000 miles (160,935 kilometers), whichever occurs first, from the date of delivery to the first retail purchaser.

The standard original warranty on new John Deere engines in commercial (coach, shuttle, and transit) buses is:

Two years from the date of delivery to the first retail purchaser.

The standard original warranty on new John Deere engines in truck applications is:

2 years or 150,000 miles (241,400 kilometers) from the date of delivery to the first retail purchaser.

The complete engine warranty, less emissions-related parts and components, is provided separately as the "John Deere Compressed Natural Gas On-Highway Engine Warranty".

John Deere On-Highway Engine warranty certificates for use with customers (illustrated at the end of this section) are provided to OEM's free-of-charge. Order material DF2369CNGOH from JDPS Customer Support.

2. *Emissions Warranty*

These U.S. and California warranty statements covering emissions-related engine parts and components are found in engine Operation and Maintenance Manuals:

2.1 U.S. Emission Control Warranty Statement:

Emissions control-related parts and components are warranted by John Deere for five years or 100,000 miles (160,935 kilometers) or 3000 hours of operation, whichever occurs first. John Deere further warrants that the engine covered by this warranty was designed, built, and equipped so as to conform at the time of sale with all U.S. emissions standards at the time of manufacture, and that it is free of defects in materials and workmanship which would cause it not to meet

these standards within the period of five years or 100,000 miles (160,935 kilometers) or 3000 hours of operation, whichever occurs first.

The complete engine warranty, less emissions-related parts and components, is provided separately as the "JOHN DEERE COMPRESSED NATURAL GAS ON-HIGHWAY ENGINE WARRANTY." Reference document DF2369CNGOH.

2.2 California Emission Control Warranty Statement:

YOUR WARRANTY RIGHTS AND OBLIGATIONS

In California, new heavy-duty engines must be designed, built and equipped to meet the State's stringent anti-smog standards. John Deere must warrant the emission control system on your engine for the periods of time listed below provided there has been no abuse, neglect, or improper maintenance of your engine.

Your emissions control system includes:

Fuel Metering System

- Fuel injection system
- Air/fuel ratio feedback and control system

Air Induction System

- Intake manifold
- Turbocharger system

Ignition System

- Spark plugs
- Ignition coil and control module
- Ignition wires

Miscellaneous Items used in above systems

Where a warrantable condition exists, i.e. failure due to defect in John Deere-supplied material and/or workmanship, John Deere will repair your heavy-duty engine at no cost to you including diagnosis, parts and labor.

3.0 OWNER'S WARRANTY RESPONSIBILITIES:

As the heavy-duty engine owner, you are responsible for the performance of the required maintenance as outlined in this Operator's Manual. John Deere recommends that you retain all receipts covering maintenance on your heavy-duty engine. John Deere cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

However, you should be aware that John Deere may deny you warranty coverage if your heavy-duty engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

The warranty period will begin on the date the vehicle is delivered to an end-user / purchaser, or when otherwise put into service.

Your engine is designed to operate on compressed natural gas only. Use of any other fuel may result in your engine no longer operating in compliance with California's emissions requirements.

You are responsible for initiating the warranty repair process. It is suggested that you present your heavy-duty engine to the nearest John Deere engine service dealer as soon as a problem is suspected. The warranty repairs should be completed by the service dealer as soon as possible.

If you have any questions regarding your warranty rights and responsibilities, you should contact John Deere by telephone at (319) 292-5482, by fax at (319) 292-5844 or by email at Diesel-US@JohnDeere.com.

Any warranted part which is scheduled for replacement as required maintenance by the operator's manual is warranted by John Deere for the period of time or mileage, whichever occurs first, prior to the first scheduled replacement point for that part. If the part fails before the first scheduled replacement point, the part will be repaired or replaced under the warranty. Any such part repaired or replaced under warranty is warranted for the remainder of the period prior to the first scheduled replacement point for the part.

EXTENDED WARRANTY

Extended warranty on new John Deere engines may be purchased within one year of delivery to retail purchasers and before the accumulation of 100,000 miles or 160,900 kilometers of use, in time and mileage combinations listed in Exhibits 1a and 1b for the 6068HFN and 6081HFN engine models, respectively. The warranty can be purchased after one year with a late fee penalty, subject to the approval of the Supervisor, Warranty and Service Administration, John Deere Power Systems.

1. General

Extended warranty is much the same as the original warranty. Features and principle differences are as follows:

- Coverage begins with delivery to the original retail purchaser.
- Belts, hoses, filters, fluids, injectors, spark plugs, starters, alternators, air cleaners and other maintenance items are not covered.
- A deductible fee does not apply unless otherwise specifically noted in the extended warranty agreement.

2. Responsibilities

Respective responsibilities for providing warranty service on engines covered by the Extended Warranty Plan are the same as the responsibilities for providing warranty service on engines under the original warranty.

3. Administration

Extended warranty is administered through the use of Form DF1766CNGOH, John Deere Compressed Natural Gas On-Highway Engine Extended Warranty, illustrated in Exhibit 2 in this section. The numbers heading the subparagraphs below refer to the numbers on Exhibit 2.

NOTE: Typewritten forms are preferred, but hand-written forms are acceptable if all letters and numbers are legible. Place the form on a hard, smooth surface; use a ballpoint; press down hard; and make block letters and numbers



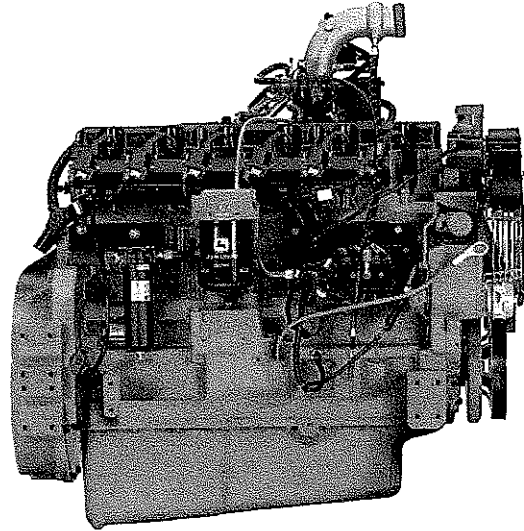
JOHN DEERE

6081H Natural Gas Engine Specifications

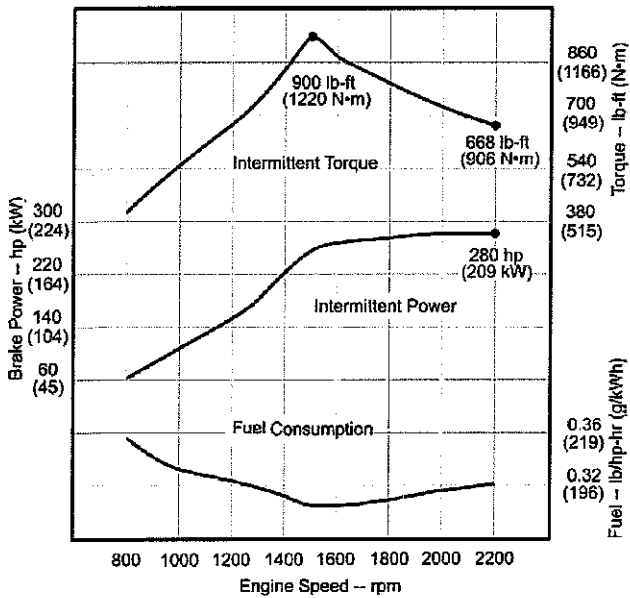
PERFORMANCE DATA

Rated Power	280 hp (209 kW) @ 2200 rpm
Peak Torque	900 lb-ft (1220 N.m) @ 1500 rpm
Low Idle Speed	750 rpm

RATED BHP is the power rating for variable spec and load applications where full power is required intermittently



PERFORMANCE CURVE



Photographs may show non-standard equipment

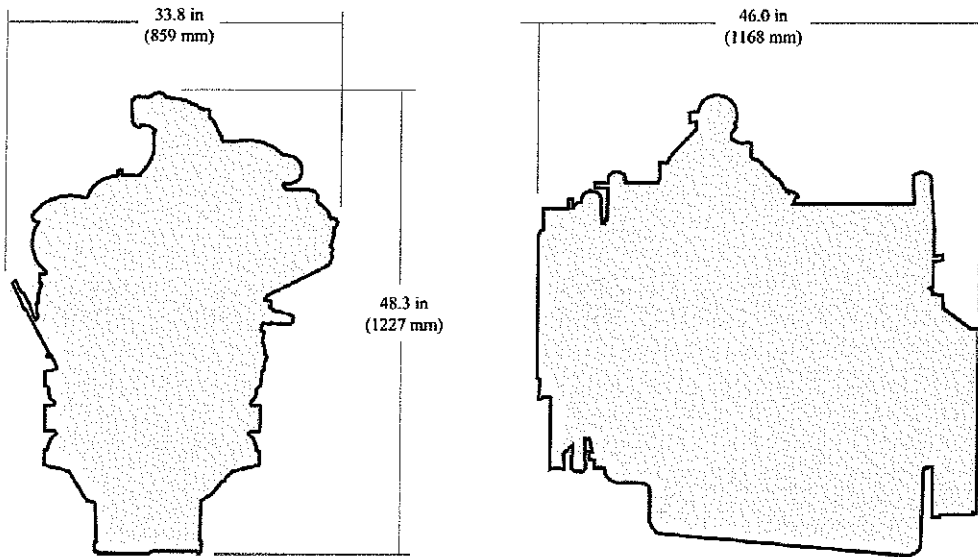


6081H Natural Gas Engine Specifications

GENERAL DATA

Model	6081HFN04	Combustion System	Spark Ignited
Number of Cylinders	6	Aspiration	Turbocharged
Displacement - L (cu in)	8.1 (496)	Length - in. (mm)	46.0 (1168)
Bore and Stroke - in. (mm)	4.56 x 5.06 (116 x 129)	Width - in. (mm)	33.8 (859)
Compression Ratio	11:1	Height - in. (mm)	48.3 (1227)
Engine Type	In-line, 4-Cycle	Weight - lb (kg)	1660 (753)

DIMENSIONS



FEATURES AND BENEFITS

Performance

- CNG or LNG capable
- Superior torque rise offers quick response and excellent acceleration
- Low emissions

Wet-Type Cylinder Liners

- Allow for excellent heat dissipation
- Individual liners make these engines rebuildable, extending the life of the engine
- Top directed cooling reduces temperature in head gasket area

Robust Construction

- Contributes to long engine life while providing durability and reliability

John Deere Proprietary Controller

- Programmable electronic feature including cruise control, max road speed, PTO, engine protection, and diagnostic capability

Fuel and System

- Electronically controlled gaseous delivery Management system provides
 - Consistent, outstanding performance
 - Excellent emissions control
 - Diesel-like fuel economy
 - Extended maintenance intervals
- Lean burn, Closed Loop Adaptive Learn Technology
- Electronically controlled wastegate turbocharger
- CARB/EPA emission certified for use in 50 states
- CARB optional low 1.2 g/bhp-hr NOx + NMHC for MHDD, HHDD, and urban bus vehicles

Specifications and design subject to change without notice



John Deere Power Systems
3801 W. Ridgeway Ave
PO Box 5100
Waterloo, IA 50704-5100
Phone (800) 533-6446
Fax (319) 292-5075

Specification

Customer Name : SANTA CRUZ METRO TRANSIT
 City, State :
 Specification Name : SANTA CRUZ REPOWER
 Customer Part No. :
 Equip Description :

Customer # :
 Specification # : GDD00190 Rev : 0
 Engine Model : RG6081HFN04
 Configuration Date : 01/18/07
 Validation Date : 11/18/06

Code	Description
1987F	RG 6081HFN04 NATURAL GAS ENGINE
1114	Rocker Arm Cover, with CCV Filter, No Oil Fill
1202	Oil Filler, Extended Front Fill with Flip Cap
1329	Crankshaft Pulley, 8-Ribbed Poly-Vee Grooves, with Auxiliary Two Groove V-Belt Pulley and Single Damper
1416	Flywheel Housing, Aluminum, SAE #2
1533	Flywheel for Allison MD/B300/B400 World Transmissions, 129 Tooth 8/10 Pitch Ring Gear
1762	Air Inlet, RH Side Orientation
1901	Oil Pan, Shallow Rear Sump, Side Drain
2115	Thermostat Cover, Horizontal Orientation
2394	No Fan Drive
2491	No Fan Belt
2804	Exhaust Manifold, For use with center turbo
3096	No Starting Motor
3199	No Alternator
3914	Thermostat Housing for Use With No Fan Drive
4001	Dipstick and Tube, For Low Clearance Oil Pan
5210	Auxiliary Drive, SAE A or B Flange, For Use With Bendix Air Compressor and Aux Drive, Right Hand Side, SAE B Flange
5502	Engine Mounts, To be used with shallow or wide sump oil pans
5633	Paint, F9A John Deere Agri Green
5903	Oil Filter, Spin on, For use with center turbo and shallow sump oil pan
6292	No Alternator Mounting
6590	Turbocharger, Low Mount Exhaust
72Q3	Engine Performance Option for compressed natural gas (CNG) 12v, 209kw 280hp @2200rpm, 1220NM 900lb-ft peak torque. Can be trimmed to 205kw 275hp @2200rpm, 1085NM 800lb-ft peak torque or 186kw 250hp @ 2200rpm, 997nm 735 lb-ft peak torque. Catalyst required. Urban Bus classification, EPA certified & CARB optional low NOx + HMHC certified 1.2g
7499	No A/C Compressor
7694	Oil Pressure Sensor, No Temp Sensor
7814	Air Compressor, Bendix 16 5 CFM, To Be Used With Center Turbo
83Q2	Vehicle Info (CNG) - Software Can Be Trimmed by OEM or Distributor for Specific Vehicle Configuration and to Enable/Disable Software Features
8402	Wiring Harness for CNG, Long
8504	Fuel System for CNG
9612	Engine Installation Kit, Includes Humidity Sensor, Oxygen Sensor, NGTP Sensor, Exhaust Clamp, Alternator Pulley and Belt

Specification

Customer Name : SANTA CRUZ METRO IRANSIT
City, State :
Specification Name : 6081HFN04 w/ 1903 oil pan
Customer Part No. :
Equip Description :

Customer # :
Specification # : GDD00191 Rev : 0
Engine Model : RG6081HFN04
Configuration Date : 01/19/07
Validation Date : 11/26/06

1987F	RG 6081HFN04 NATURAL GAS ENGINE
1114	Rocker Arm Cover, with CCV Filter, No Oil Fill
1202	Oil Filler, Extended Front Fill with Flip Cap
1329	Crankshaft Pulley, 8-Ribbed Poly-Vee Grooves, with Auxiliary Two Groove V-Belt Pulley and Single Damper
1416	Flywheel Housing, Aluminum, SAE #2
1533	Flywheel for Allison MD/B300/B400 World Transmissions, 129 Tooth 8/10 Pitch Ring Gear
1762	Air Inlet, RH Side Orientation
1903	Oil Pan, Low Clearance and Wide Sump
2115	Thermostat Cover, Horizontal Orientation
2394	No Fan Drive
2491	No Fan Belt
2804	Exhaust Manifold, For use with center turbo
3096	No Starting Motor
3199	No Alternator
3914	Thermostat Housing for Use With No Fan Drive
4001	Dipstick and Tube, For Low Clearance Oil Pan
5210	Auxiliary Drive, SAE A or B Flange, For Use With Bendix Air Compressor and Aux Drive, Right Hand Side, SAE B Flange
5502	Engine Mounts, To be used with shallow or wide sump oil pans
5633	Paint, F9A John Deere Agri Green
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6590	Turbocharger, Low Mount Exhaust
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8504	Fuel System for CNG
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JOHN DEERE

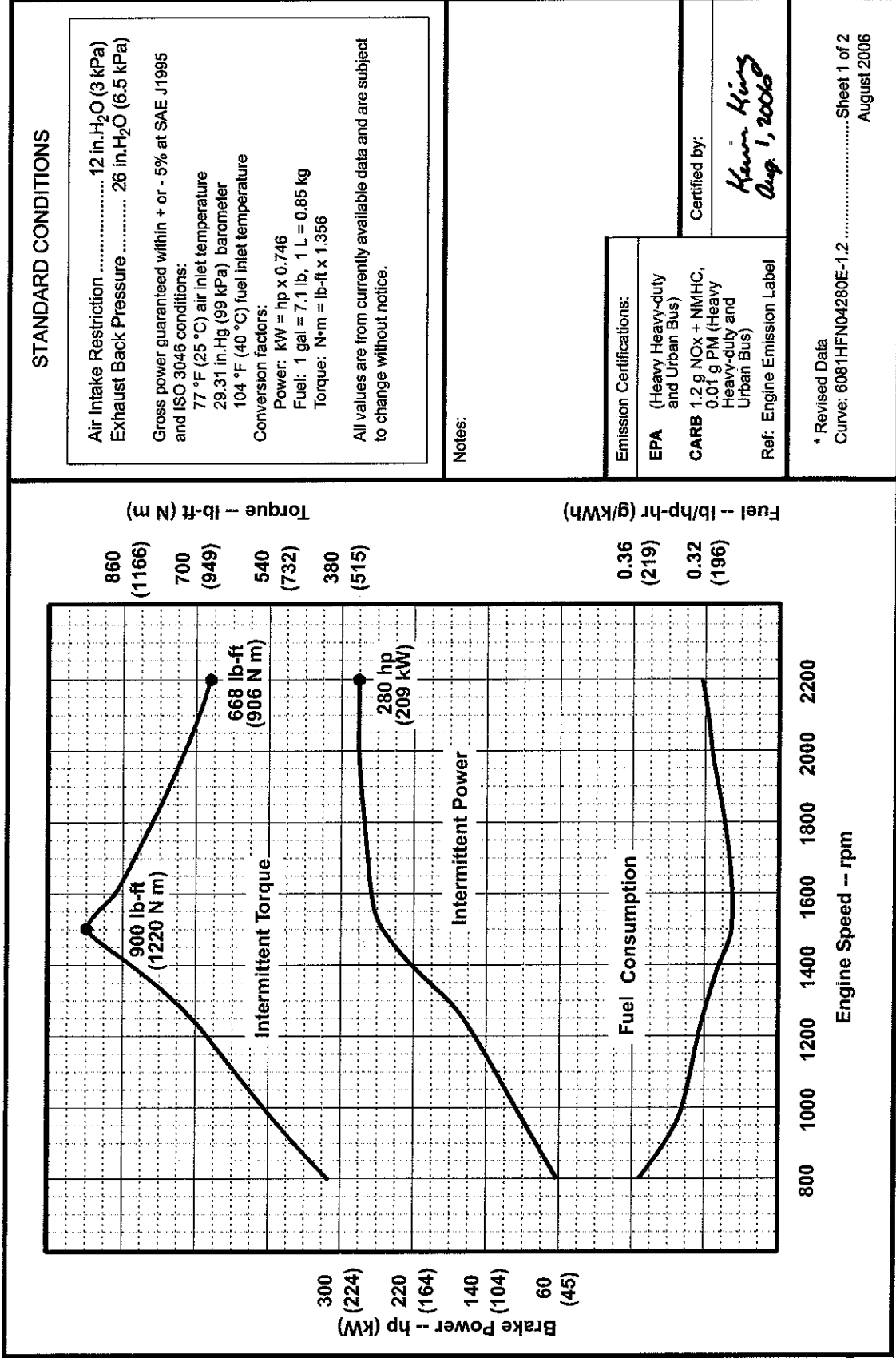
ENGINE PERFORMANCE CURVE

Rating: Gross Power

Application: On-Highway

PowerTech 8.1L Engine
Model: 6081HFN04

280 hp @ 2200 rpm
209 kW @ 2200 rpm



Common Specifications:

General Data

Model	6081HFND4
Number of Cylinders	6
Bore and Stroke-in. (mm)	4.56 X 5.06 (116 X 129)
Displacement-in. ³ (L)	496 (8.1)
Compression Ratio	11:1
Valves per Cylinder-Intake/Exhaust	1/1
Firing Order	1-5-3-6-2-4
Combustion System	Spark Ignited
Engine Type	In-line, 4-Cycle
Aspiration	Turbocharged
Charge Air Cooling System	Closed
Engine Crankcase Vent System	Closed
Maximum Crankcase Pressure-in. H ₂ O (kPa)	2 (0.5)

Physical Data

Length-in. (mm)	46.0 (1168)
Width-in. (mm)	33.8 (859)
Height-in. (mm)	48.3 (1227)
Weight, dry-lb (kg)	1660 (753)
(Includes flywheel housing, flywheel & electrics)	
Center of Gravity Location	
From Rear Face of Block (X-axis)-in. (mm)	17.4 (-442)
Right of Crankshaft (Y-axis)-in. (mm)	0.0 (-1.1)
Above Crankshaft (Z-axis)-in. (mm)	7 (178)
Max. Allow. Static Bending Moment at Rear Face of Flywheel Housing -lb-ft (N·m)	1100 (1500)
Thrust Bearing Load Limit (Forward)-lb (N)	2925 (13,010)
Intermittent	1950 (8673)
Continuous	

Air System

Maximum Allowable Temp Rise	
Ambient Air to Turbo Inlet-°F (°C)	25 (13.9)
Maximum Air Intake Restriction	
Dirty Air Cleaner-in. H ₂ O (kPa) gage	12 (3)
Clean Air Cleaner-in. H ₂ O (kPa) gage	4 (1)
Engine Air Flow-ft ³ /min (m ³ /min)	558 (15.8)
Intake Manifold Pressure	
Rated Power-psi (kPaa)	34 (234)
Peak Torque-psi (kPaa)	39 (269)
Rec'd. Intake Pipe Diameter-in. (mm)	4 (101.6)
Compressor Discharge Temp-°F (°C)	324 (162)
Max. Pressure Drop Through	
Charge Air Cooler-in. H ₂ O (kPa) gage	52 (13)
Max. Temp. Out of Charge Air Cooler-°F (°C)	125 (51.7)
Intake Manifold Temperature at which	
Power De-rate Occurs-°F (°C)	154 (68)
Severe Power De-rate Occurs-°F (°C)	165 (74)

Engine Specification Data

Cooling System

Engine Heat Rejection-BTU/min (kW)	4645 (81.6)
Air/Air Exch. Heat Relect.-BTU/min (kW)	1853 (32.633)
Coolant Flow-gal/min (L/min)	87 (330)
Thermostat Start to Open-°F (°C)	192 (89)
Thermostat Fully Open-°F (°C)	212 (100)
Max. Water Pump Inlet Restriction-in. H ₂ O (kPa)	40 (10)
Engine Coolant Capacity-qt (L)	15.5 (14.7)
Recommended Pressure Cap-psi (kPa)	10 (69)
Maximum Top Tank Temp-°F (°C)	221 (105)
Minimum Coolant Fill Rate-gal/min (L/min)	3 (11)
Air-to-Boil (ATB) Temp-°F (°C)	117 (47)

Electrical System

Rec'd Battery Capacity (CCA)-amp	12 Volt	24 Volt
Max. Allow. Start. Cirt's Resist.-Ohm.	0.0012	0.002
Starter Rolling Current:		
At 32 °F (0 °C)-amp	920	600
At -22 °F (-30 °C)-amp	1300	700

Exhaust System

Exhaust Flow-ft ³ /min (m ³ /min)	1462 (41.4)
Exhaust Temperature-°F (°C)	1007 (542)
Max. Allow. Back Pressure-in. H ₂ O (kPa) gage	42 (10.5)
Minimum Back Pressure-in. H ₂ O (kPa) gage	30 (7.5)
Rec'd. Exhaust Pipe Diameter-in. (mm)	4 (102)
After Treatment Device(s)-	
Johnson Matthey Catalyst Part No.	36095

Fuel System

Fuel Type	CNG / LNG
Fuel Mixer	Mixer Sleeve and Elbow
Governor Regulation	7%
Governor Type	Electronic
Fuel Consumption (Diesel Equivalent)-	
lb/hr (kg/hr)	101 (46)
CNG Engine Fuel Supply Absolute Pressure	
Min. at Full Load Rated Speed-psi (kPaa)	135 (931)
Max. at Normal Op. Conditions-psi (kPaa)	165 (1138)
LNG Engine Fuel Supply Absolute Pressure	
Min. at Full Load Rated Speed-psi (kPaa)	500 (3448)
Max. at Normal Op. Conditions-psi (kPaa)	90 (620)
Min. at Any Condition-psi (kPaa)	135 (931)
Max. at Any Condition-psi (kPaa)	500 (3,448)
Engine Fuel Supply Temperature	
Minimum-°F (°C)	50 (10)
Maximum-°F (°C)	167 (75)
Natural Gas Octane Rating	118
Minimum Low Heat Value-BTU / ft ³ (kJ/L)	905 (33.72)

Ignition / Throttle System

High Energy / Inductive System	Coil Near Plug
Throttle	Flo-Tech 60

Lubrication System

Oil Pressure at Rated Speed-psi (kPag)	45 (3.10)
Oil Pressure at Low Idle-psi (kPag)	30 (2.07)
In-Pan Oil Temperature-F (°C)	225 (107)
Oil Pan Capacity, High-qt (L)	23 (21.8)
Oil Pan Capacity, Low-qt (L)	20 (18.9)
Total Engine Oil Capacity with Filters-qt (L)	24 (22.7)
Engine Angularity Limits Any Direction-degrees	
Continuous	5
Recommended Oil-	
API CG-4 with 0.5%-1.0% Sulfated Ash Content.	

Performance Data

Rated Power-hp (kW)	280 (209)
Rated Speed-rpm	2200
Peak Torque-lb-ft (N·m)	900 (1220)
Peak Torque Speed-rpm	1500
Low Idle Speed-rpm	750
BMEP-psi (kPa)	203 (1400)
Friction Power @ Rated Speed-hp (kW)	41 (31)
Altitude Capability-ft (m)	7,000 (2121)

Engine Speed rpm	Intermit. Power hp (kW)	Intermit. Torque lb-ft (N·m)	BSFC lb/hp-hr (g/kWh)
------------------	-------------------------	------------------------------	-----------------------

2200	280 (209)	668 (906)	0.321 (195)
2000	280 (209)	735 (997)	0.317 (193)
1800	273 (204)	797 (1081)	0.310 (189)
1600	268 (200)	879 (1192)	0.306 (186)
1500	257 (192)	900 (1220)	0.305 (185)
1400	223 (166)	835 (1132)	0.313 (191)
1200	153 (114)	672 (911)	0.325 (198)
1000	105 (78)	550 (745)	0.332 (202)
800	62 (46)	407 (552)	0.356 (217)

All values at rated speed and power with standard options unless otherwise noted. Refer to Standard Conditions on Sheet 1.


* Revised Data

Curve: 6081HFND4280E-1.2 Sheet 2 of 2
August 2006

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

2006 Model Year Certificate of Conformity

Manufacturer: **JOHN DEERE POWER SYSTEMS OF DEERE AND COMPANY**
Engine Family: **6JDXH08.1066**
Certificate Number: **JDX-ONHWY-06-02**
Intended Service Class: **URBAN BUS**
Fuel Type: **NATURAL GAS**
FELs: g/bHp-hr NMHC+NOx: N/A NOx: N/A PM: N/A
Effective Date: **9/8/2005**
Date Issued: **SEP 09 2005**


Merrylin Zaw-Mon, Director
Certification and Compliance Division
Office of Transportation and Air Quality

Pursuant to Section 206 of the Clean Air Act (42 U.S.C. section 7525), 40 CFR Part 86, and subject to the terms and conditions prescribed in those provisions, this certificate of conformity is hereby issued with respect to the test engines which represent the following motor vehicle engines, by engine family, and is subject to the terms and conditions prescribed in those provisions.

This certificate of conformity covers only those new motor vehicle engines which conform in all material respects to the design specifications that applied to those engines described in the documentation required by 40 CFR Part 86 and which are produced during the model year stated on this certificate of the said manufacturer, as defined in 40 CFR Part 86.

It is a term of this certificate that the manufacturer shall consent to all inspections described in 40 CFR 86.096-7, 86.606, and 86.1006 and authorized in a warrant or court order. Failure to comply with the requirements of such a warrant or court order may lead to revocation or suspension of this certificate for reasons specified in 40 CFR Part 86. It is also a term of this certificate that this certificate may be revoked or suspended or rendered void ab initio for other reasons specified in 40 CFR Part 86.

This certificate does not cover engines sold, offered for sale, or introduced, or delivered for introduction, into commerce in the U.S. prior to the effective date of the certificate.

Pursuant to the authority vested in the Air Resources Board by Health and Safety Code Division 26, Part 5, Chapter 2; and pursuant to the authority vested in the undersigned by Health and Safety Code Sections 39515 and 39516 and Executive Order G-02-003;

IT IS ORDERED AND RESOLVED: The engine and emission control systems produced by the manufacturer are certified as described below for use in on-road motor vehicles with a manufacturer's GVWR over 14,000 pounds. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	ENGINE SIZES (L)	FUEL TYPE ¹	STANDARDS & TEST PROCEDURE	INTENDED SERVICE CLASS ²	ECS & SPECIAL FEATURES ³
2006	6JDXH08.1066	8.1	CNG	Diesel	UB	OC, O2S, ECM, TBI, TC, CAC
ENGINE (L)						
ENGINE MODELS / CODES (rated power, in hp)						
8.1	6081H : [6081HFN04P (280), 6081HFN04Q (280), 6081HFN04M (275), 6081HFN04R (250), 6081HFN04N (275), 6081HFN04S (250)]					
.	.					
.	.					
.	.					

¹ -not applicable; GVWR=gross vehicle weight rating; 13 CCR xyz=Title 13, California Code of Regulations, Section xyz; 40 CFR 86.abc=Title 40, Code of Federal Regulations, Section 86.abc; L=liter; hp=horsepower; kw=kilowatt;
² CNG/LNG=compressed/liquefied natural gas; LPG=liquefied petroleum gas; E85=85% ethanol fuel; MF=multi fuel a.k.a. BF=bi fuel; DF=dual fuel; FF=flexible fuel;
³ L/M/H H/D=light/medium/heavy heavy-duty diesel; UB=urban bus; H/D=heavy duty Otto;
 ECS=emission control system; TWC/O2C=three-way/oxidizing catalyst; WU (prefix)=warm-up catalyst; DPFF=diesel particulate filter; HO2S/O2S=heated/oxygen sensor; HAFS/AFS=heated/air-fuel-ratio sensor (a.k.a., universal or linear oxygen sensor); TBI=throttle body fuel injection; SFVMPF=sequential/multi port fuel injection; DGI=direct gasoline injection; GCARB=gaseous carburetor; IDI/DDI=indirect/direct diesel injection; TCSC=turbo/super charger; CAC=charge air cooler; EGR=exhaust gas recirculation; PAIR/AIR=pulsed/secondary air injection; SPL=smoke pull limiter; ECM/PCM=engine/powertrain control module; EM=engine modification; 2 (prefix)=parallel; (2) (suffix)=in series; (2004 may 28)

Following are: 1) the FTP exhaust emission standards, or family emission limit(s) as applicable, under 13 CCR 1956.1 (urban bus) or 13 CCR 1956.8 (other than urban bus); 2) the EURO and NTE limits under the applicable California exhaust emission standards and test procedures for heavy-duty diesel engines and vehicles (Test Procedures); and 3) the corresponding certification levels, in g/bhp-hr, for this engine family. "Diesel" CO, EURO and NTE certification compliance may have been demonstrated by the manufacturer as provided under the applicable Test Procedures in lieu of testing. (For flexible- and dual-fueled engines, the CERT values in brackets [] are those when tested on conventional test fuel. For multi-fueled engines the STD and CERT values for default operation permitted in 13 CCR 1956.1 or 13 CCR 1956.8 are in parentheses)

	NMHC		NOx		NMHC+NOx		CO		PM		HCHO	
	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO	FTP	EURO
STD	*	*	*	*	1.2	*	15.5	*	0.01	*	*	*
FEL	*	*	*	*	*	*	*	*	*	*	*	*
CERT	*	*	*	*	1.2	*	0.5	*	0.00	*	*	*
NTE	*	*	*	*	*	*	*	*	*	*	*	*

¹ g/bhp-hr=grams per brake horsepower-hour; FTP=Federal Test Procedure; EURO=Euro III European Steady-State Cycle; NTE=Not-to-Exceed; STD=standard or emission test cap; FEL=family emission limit; CERT=certification level; NMHC/HC=non-methane/hydrocarbon; NOx=oxides of nitrogen; CO=carbon monoxide; PM=particulate matter; HCHO=formaldehyde.

BE IT FURTHER RESOLVED: Certification to the FEL(s) listed above, as applicable, is subject to the following terms, limitations and conditions. The FEL(s) is the emission level declared by the manufacturer and serves in lieu of an emission standard for certification purposes in any averaging, banking, or trading (ABT) programs. It will be used for determining compliance of any engine in this family and compliance with such ABT programs.

BE IT FURTHER RESOLVED: That the listed engine models have been certified to the FTP optional NMHC+NOx and PM reduced emission standard(s) listed above pursuant to 13 CCR 1956.1 or 13 CCR 1956.8.

BE IT FURTHER RESOLVED: For the listed engine models the manufacturer has submitted the materials to demonstrate certification compliance with 13 CCR 1965 (emission control labels) and 13 CCR 2035 et seq. (emission control warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations

The Bureau of Automotive Repair will be notified by copy of this Executive Order.

Executed at El Monte, California on this 21st day of September 2005.

Aileen Lyons, Chief
 Mobile Source Operations Division

Warning Limits for Natural Gas Engine Oil

<u>Test Parameter</u>	<u>Test Method</u>	<u>Units</u>	<u>Limit Value</u>
Oxidation	FTIR	A/cm	25 maximum
Nitration	FTIR	A/cm	25 maximum
Sulfation	FTIR	A/cm	25 maximum
Total Base Number	ASTM D 4739	mgKOH/g	2.0 minimum
Total Acid Number	ASTM D 664	mgKOH/g	3.0 maximum
Lead (Pb)	ICP	ppm by weight	20 maximum
Iron (Fe)	ICP	ppm by weight	80 maximum
Viscosity Increase @ 100C maximum	ASTM D 445	cSt	10%

It is strongly recommended that a trend line (history) of successive oil analyses be developed to detect any unusual deviation, in lieu of a single oil analysis, as a suitable diagnostic procedure. Test precision of any isolated data points may not be reliable or informative on a regular base.

**Natural Gas Engine Oils in the 0.4 - 0.6% Sulfated Ash Range,
Known at the Present Time (1 Aug '05)**

<u>Company</u>	<u>Oil Name</u>	<u>Viscosity Grade</u>	<u>Sulfated Ash %</u>
Chevron	RPM Gas Engine Oil	15W-40	0.55
Chevron	HDAX	15W-40	0.50
Conoco	El Mar 3000	15W-40	0.41
Conoco	El Mar Geo	15W-40	0.50
Conoco	Hydroclear El Mar LA4	15W-40	0.46
Conoco	Hydroclear El Mar HD	15W-40	0.46
Esso (Imperial)	Essolube GMA Plus	15W-40	0.49
Esso (Imperial)	Essolube GEO	15W-40	0.50
Exxon	Busgard GEO	15W-40	0.50
Mobil	Pegasus 805 Super	15W-40	0.52
PetroCanada	MG-440	15W-40	0.45
Shell	Mysella LA	15W-40	0.45
Texaco	Geotex LA	15W-40	0.45
Unocal	Triton 5005	15W-40	0.45
Union 76	Triton VGEO Plus	15W-40	0.54
Valvoline	Premium Blue GEO	15W-40	0.60

Other oils may be in the 0.4-0.6% sulfated ash range but are not known at the present time

Do Not Use Recycled Oil



JOHN DEERE

John Deere Power Systems
3801 West Ridgeway Ave., P.O. Box 5100
Waterloo, IA USA 50704-5100
Phone: 319-292-5373 Fax: 319-292-5006
cunninghamtylerc@johndeere.com

Tyler Cunningham
Account Manager, NG Engine Sales

27 November 2006

Glenn Dobbs
Sales Manager, NG Engine Sales
Western Power Products
7431 Belva Drive
Huntington Beach, CA 92647

Subject: Engine compatibility

Dear Glenn,

The John Deere 280 hp natural gas engine is compatible with the Allison B400R transmission. This engine is also compatible with the J1939 electrical communication system. This statement of compatibility does not constitute in any way a legal obligation of John Deere.

Sincerely,

Tyler Cunningham
Account Manager



NEW FLYER

New Flyer of America Inc. 214 - 5th Avenue South West, Crookston, Minnesota, U.S.A. 55716; New Flyer USA Inc. 6200 Glenn Carlson Drive St. Cloud, Minnesota, U.S.A. 56301; New Flyer Industries: 711 Kemaghan Avenue, Winnipeg, Manitoba, Canada R2C 3T4

BUY AMERICA CERTIFICATION

John Deere Power Systems
P.O. Box 5100
Waterloo, Iowa, USA, 50704-5100
Tel: 319-292-5146
Fax: 319-292-5006

New Flyer Industries Limited, and its related corporations, requests the following information on component parts supplied by the above vendor in the support of the manufacture of FTA funded buses to determine New Flyer's Buy America Compliance. The above vendor discloses the following requirements for parts supplied (1) final assembly/manufacture of vendor's parts by location of City, Country (2) the content of domestic (U.S.) origin in the cost of component charged to New Flyer

Cost of component to New Flyer, as defined under the Buy America Requirement: final rule, 49 CFR Part 661.11, includes the vendor's cost of labour, material, allowance for profit, and administrative and overhead costs attributable to those components under normal accounting principles.

A. Components Sold to New Flyer:

<u>Component Part(s)</u>	<u>% of Cost of US Origin (ie: Manufactured with in US)</u>	<u>Location of Final Assembly</u>
6081HFNC4	86%	Waterloo, IA USA
Bracket Kit	100%	Janesville, IA USA

B. Authorization:

Authorization Signature: Jason Rogers Date: 1 Aug 2006

Name (printed): Jason Rogers Title: Controller

Prepared by: (printed): Jason Rogers Tel: 319-292-5596

Please fax completed form to New Flyer Industries Limited,
Attention: Roni Dhaliwal, Telephone: (204) 224-1251 ext 494, Fax: (204) 224-6668

BUY AMERICA CERTIFICATION

COMPANY NAME: John Deere Power Systems Date: 11/3/06
ADDRESS: 3201 W Ridgeway Ave. Phone: 319-292-5146
Waterloo, IA 50601
Attention: Sue Patterson Fax: 319-292-5004

- The above named supplier does hereby certify that all components or sub-components supplied to Orion Bus Industries Inc. are of domestic U.S. origin as defined by the Buy America Requirement (49 CFR Part of 661). 86%
- Components provided by the above named supplier that do not meet the 60% threshold for domestic content have the following domestic content _____ %.

COMPONENTS ALL PARTS SUPPLIED TO ORION BUS INDUSTRIES

1281HFD4 Natural Gas Engine

LOCATION OF FINAL ASSEMBLY Waterloo, IA USA
AUTHORIZING SIGNATURE: [Signature]
NAME/TITLE Jason Rogers Controller

Please fax completed form to Orion Bus Industries Attention: Finance (905)403-8801



JOHN DEERE

John Deere Power Systems
3801 West Ridgeway Ave., P.O. Box 5100
Waterloo, IA USA 50704-5100
Phone: 319-292-5373 Fax: 319-292-5006
cunninghamtylerc@johndeere.com

Tyler Cunningham
Account Manager, NG Engine Sales

28 November 2006

Glenn Dobbs
Sales Manager, NG Engine Sales
Western Power Products
7431 Belva Drive
Huntington Beach, CA 92647

Repower Bid Fleet Defect Occurrence and Remedy

The term "fleet defect" shall be defined as any cumulative defect(s) in John Deere workmanship or material that has adversely affected greater than 25% of the bus population specified within this contract.

John Deere shall correct a fleet defect in accordance with John Deere warranty provisions. Once the root cause of the defect has been identified, John Deere shall establish a corrective action plan to remedy all impacted buses as specified within this agreement.

In the event a specific defect can be solely attributed to an individual component, the corrective action plan may include redesigned and/or remanufactured components. If the fleet defect is determined to be beyond the scope of an individual component, a mutually agreed upon arrangement will be made for inspection and/or correction.

The above provisions are only applicable to John Deere supplied engines and components. John Deere's obligations shall not apply to the following:

- 1) Component(s) determined to not represent a defect in John Deere materials and/or workmanship.
- 2) Defects determined to be in conflict with our published application guidelines.

Sincerely,

Tyler Cunningham
Account Manager, NG Engine Sales

"The mechanics like the ease of maintenance and smaller footprint of the John Deere 8.1L. Our drivers love the power, and our riders appreciate the reliability and environmental benefits. I enjoy the virtually problem-free performance. I can't wait for our next purchase of these workhorses."

**Lance Sloan, Director of Maintenance
Sonoma County Transit
Santa Rosa, California**



For additional information contact:

John Deere Power Systems
3801 West Ridgeway Avenue
P.O. Box 5100
Waterloo, Iowa 50704-5100
Phone: 800-533-6446
Fax: 319-292-5075
e-mail: jdpower@JohnDeere.com

Eastern United States
Bell Power Systems
36 Plains Road
Essex, Connecticut 06426
Phone: 860-767-7502

Southern United States
Engines, Inc.
402 South Van Buren
Weiner, Arkansas 72479
Phone: 870-684-7361

Engines, Inc. Southwest
2040 North Loop 336 West, Suite 324
Conroe, Texas 77304
Phone: 936-441-5592

Western United States
Western Power Products
3000 Gateway Avenue
Bakersfield, California 93307
Phone: 661-397-9155

Customer Support

Service where you need it.

We have expanded our vast John Deere service network into metropolitan areas such as Atlanta, Washington D.C., and the Los Angeles basin.

Parts delivered fast.

We have centralized parts warehouses in the United States and Europe, plus numerous worldwide depots that employ overnight parts shipping—so you'll never have to wait long for parts. If you need a part that isn't in stock locally, our state-of-the-art parts system will promptly find it and ship it to you.

Repairs done right.

John Deere service personnel are highly skilled technicians who stay on top of changing engine technologies and service techniques through factory schools and hands-on training.

Solid distribution network.

John Deere dealers and distributors are your best source for expert service, knowledge, and engine accessories. They're one of the many excellent reasons why you should specify John Deere engines in all your vehicles.

Application integration.

John Deere works closely with vehicle manufacturers to match the engine to the drivetrain, giving you outstanding vehicle performance.



Deere has the alternative you're looking for.

There's nothing alternative about this engine's performance.

You don't have to sacrifice performance with a John Deere natural gas engine. The lean-burn, closed-loop, adaptive-learn fuel management system delivers diesel-like fuel economy and driveability. Our high torque 8.1L natural gas engines have plenty of power for pulling grades and carrying heavy loads, and they offer drivers great acceleration and handling, even under load and at higher altitudes. Ask someone who's driven one. They'll tell you "Nothing Runs Like a Deere."

Low operating costs come standard.

John Deere brings many features together to deliver reliability and cost-effectiveness. Our advanced electronics and excellent engine management controls allow your maintenance people to diagnose problems quickly and efficiently. Diesel-like fuel economy, longer service intervals, easier servicing, less downtime, and longer engine life—it all adds up to lower operating costs for your fleet. The 8.1L John Deere natural gas engine is available with an option of compressed natural gas (CNG) or liquid natural gas (LNG).

"Our buses carried more than 100,000 passengers over three weeks ... they were workhorses. They have been reliable, require less maintenance than diesel engines and are saving the transit service money."

Jeff Nelson, General Manager
Rock Island County Metropolitan Mass Transit District
Rock Island, Illinois

Reducing air and noise pollution.

Today, John Deere engines are certified to U.S. EPA emissions levels and CARB optional low NOx standards of 1.2 g/bhp-hr for MHHD, HHDD, and urban bus vehicles. John Deere natural gas engines not only reduce air pollution concerns, but they are also quieter than other engines. How much quieter? You'd have to run nine natural gas engines to equal the noise generated by one diesel engine.



"Our John Deere CNG-powered school buses have exceeded our expectations for performance and reliability. Some engines have in excess of 120,000 miles with impressive operational records."

Timothy W. Purvis, Director of Transportation
Poway Unified School District
Poway, California



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.

10.1

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

**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

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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"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <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"> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ <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 ² /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
RED DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	8,000,000	\$ _____

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	700	\$ _____

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	500	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,750,000	\$ _____

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
B100 Bio-diesel (Soybean Based Only)	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	2,400,000	\$ _____
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	2,400,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	6,000,000	\$ _____

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
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,100,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	200,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	12,000	\$ _____
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	100,000	\$ _____
89 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	130,000	\$ _____

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
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,160,000	\$ _____
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel with 5% Bio-Diesel Blend	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,160,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,159,652	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	40,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,180,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	20,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	4,341,800	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,200,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	14,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	11,584,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,316,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	60,000	\$ _____ .
89 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	140,000	\$ _____ .

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
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,600,000	\$ _____

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
CLEAR CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	1,400,000	\$ _____
87 Octane Gasoline	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	90,000	\$ _____

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.

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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

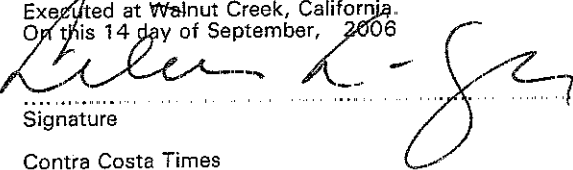
The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

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@oly.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	
Item A RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	8,000,000	\$ _____	
Item B Fuel Additive Nalco 2210 (or approved equal) Fuel Additive	Unit Bid Price for Additive \$ _____ per gallon					Estimated Gallons for a 2- Year Period 700	Estimated Price for a 2- year period for Fuel Additive Only \$ _____	
Item C Standby Time Fuel Truck Idle Standby Time (awaiting Locomotive Availability)	Price for Standby Service \$ _____ per hour					Estimated Hours for a 2-year Period 500	Estimated Price for a 2- year period for Standby Only \$ _____	
Estimated Grand Total Bid Price for a 2-year term (Add Items A, B, And C)							\$ No Bid .	

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
CLEAR 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	1,750,000	\$ <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
CLEAR 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	1,750,000	\$ <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 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
Item A RED_DYED 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	1,100,000	\$ <u>2,551,411.50</u>
Item B 87 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	200,000	\$ <u>422,086.00</u>
Estimated Grand Total Bid Price for a 2-year term (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
Item A CLEAR 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>
Item B RED_DYED 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>
Item C 89 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>
Estimated Grand Total Bid Price for a 2-year period (Add Items A, B, and C)							\$ <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
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,160,000	\$ <u>No Bid</u>
RED_DYED CARB Ultra-Low Sulfur Diesel Fuel with 5% Bio- Diesel Blend	\$ _____ per gallon	\$ _____ per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ _____ per gallon	3,160,000	\$ <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
CLEAR 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	3,159,652	\$ <u>7,411,974.85</u>
87 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	40,000	\$ <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 ULSD/F

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
Item A CLEAR 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	1,180,000	\$ <u>2,788,511.10</u>
Item B <i>Car motor</i> 87 <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	20,000	\$ <u>532,822.00</u>
Estimated Grand Total Bid Price for a 2-year term (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
CLEAR 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	4,341,800	\$ <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
CLEAR 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>
87 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>
Estimated Grand Total Bid Price for a 2-year term (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 ULSDIF
 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
CLEAR 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	11,584,000	\$ <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
CLEAR 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	1,316,000	\$ <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
CLEAR 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	60,000	\$ <u>141,563.40</u>
89 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	140,000	\$ <u>312,648.70</u>
Estimated Grand Total Bid Price for a 2-year term (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
RED DYED CARB Ultra-Low Sulfur Diesel Fuel	\$ 2.32167 per gallon	\$ 0.0085 per gallon	\$ < _____ > per gallon	<input type="checkbox"/>	\$ 2.33 per gallon	3,600,000	\$ No Bid

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> RED-DYED CARB Ultra-Low Sulfur Diesel Fuel	2.3042 \$ 2.3267 per gallon	.0135 \$ 0.0085 per gallon	\$< _____> per gallon	<input type="checkbox"/>	2.3177 \$ 2.3352 per gallon	1,400,000	3,245,340.00 \$ 3,769,336.00
87 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
CFO 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. Bolivar 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>714-942-7140 / 714-942-7273</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	Quoter/Bid 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)

MINI S. TAYLOR Robert W. Bolter, corp. sec.

California.

CFO 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.


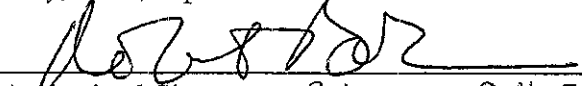
Addendum #	Dated	Received by	
<u>1</u>	<u>9/27/06</u>	<u>Karen Koep</u>	<u>905-389-3550</u>
<u>2</u>	<u>10/13/06</u>	<u>Karen Koep</u>	

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. Bollag, 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

SAN FRANCISCO, CA

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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2006-08-31 17:32:13 EDT

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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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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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

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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

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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

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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
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 (e) 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 ¹	CAS No.	% Composition By Volume ²	Exposure Limits			Units	Type
			ACGIH TLV	OSHA PEL ³	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

¹ Carcinogen displayed after Component Name Listed by ⁽¹⁾ NTP, ⁽²⁾ IARC, ⁽³⁾ OSHA, ⁽⁴⁾ Other

² See Abbreviations on last page

³ 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

Flash Point (Method) * (See "Fire and Explosion Hazards)	AP 125° - 150° F (D-93)	NFPA Hazard Rating:	
Autoignition Temperature (Method)*	AP 494° F †	Health:	0 = Insignificant
Flammable Limits (% Vol. in Air)*	Lower AP 0.7 ††	Fire:	2 = Moderate
* At Normal Atmospheric Temperature and Pressure	Upper AP 5.0 ††	Reactivity:	0 = Insignificant
† Based on NFPA "Fuel Oil No. 2"	†† Based on NFPA "Fuel Oil No. 1"	Special:	= ---

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.

9. PHYSICAL and CHEMICAL PROPERTIES

Boiling Point:	AP 325° to 698° F
Viscosity Units, Temp. (Method):	AP 3.0 to 4.0 CST at 100° F (D-445)
Dry Point:	UK
Freezing Point:	AP 0° to 24° F
Vapor Pressure, Temp. (Method):	LT 0.04 at 100° F (REID-PSIA)
Volatile Characteristics:	Slight
Specific Gravity (H₂O = 1 @ 39.2°F):	AP 0.83 to 0.85
Vapor Sp. Gr. (Air = 1.0 @ 60°F - 90°F):	AP 6
Solubility in Water:	Negligible
PH:	N/AP
Appearance and Odor:	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.
Other Physical and Chemical Properties:	Sulfur content ≤ 0 to 0.0015 wt % (15ppm) Cetane # = 52 to 57

10. STABILITY and REACTIVITY

Stability	Stable
Hazardous Polymerization	Not expected to occur
Other Chemical Reactivity	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.

12. ECOLOGICAL INFORMATION

Not Available

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods	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

UN Proper Shipping Name	Diesel fuel
UN Hazard Class	3
UN Number	NA1993
UN Packing Group	PGIII

15. REGULATORY INFORMATION

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

Section I. Product Identification and Uses	
Common/Trade name Unleaded CARB Gasoline	CAS# 86290-81-5
Synonyms Regular/Premium/Midgrade/Unleaded CARB Gasoline	MSDS Number 02C
Chemical family	
DOT Proper Shipping Name	Gasoline
DOT Hazard Class	3
DOT Identification Number/Packaging Group	UN1203 PG: II
Reportable Quantity	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.
Marine Pollutant	Not Applicable

Section II. Summary of Hazards

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.


Section III. Hazardous Ingredients		
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

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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	NFPA:  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.	

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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>Benzene 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>Butane TWA: 800 (ppm) from ACGIH TWA: 800 (ppm) from NIOSH-REL</p> <p>Cumene 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>Cyclohexane TWA: 300 (ppm) from OSHA-PEL TWA: 300 (ppm) from ACGIH TWA: 300 (ppm) from NIOSH-REL IDLH: 1300 (ppm) from NIOSH</p> <p>Ethylbenzene 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>Gasoline TWA: 300 (ppm) STEL: 500 (ppm) from ACGIH</p> <p>Heptane 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>n-Hexane 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>Hexane (all isomers) TWA: 500 (ppm) STEL: 1000 (ppm) from ACGIH TWA: 100 (ppm) CEIL: 510 (ppm) from NIOSH-REL</p> <p>Octane 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>Pentane 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>Toluene 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

Eye contact	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.
Skin contact	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.
Slight inhalation	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.
Slight ingestion	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.
Notes to Physician	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

Continued on Next Page

complicated. In case of skin injection, prompt debridement of the wound is necessary to minimize necrosis and tissue loss.

Section IX. Precautionary Measures

Respiratory protection	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.
Eye protection	Keep away from eyes. Eye contact can be avoided by wearing safety glasses or chemical splash goggles.
Skin protection	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.
Ventilation	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.
Storage	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.
Precautions	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.
Spill and leak procedures	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.
Waste disposal	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

Continued on Next Page

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.																								
State Right-to-know Regulations:	<table border="0"> <tr> <td>Chemical Name:</td> <td>State Right-to-know:</td> </tr> <tr> <td>1) Toluene</td> <td>CT FL IL MA NJ PA RI MI TN</td> </tr> <tr> <td>2) Benzene (1-methylethyl)</td> <td>CT FL IL MA NJ PA RI MI TN</td> </tr> <tr> <td>3) Benzene (if RFG, 0 99% max)</td> <td>CT FL IL MA NJ PA RI MI TN</td> </tr> <tr> <td>4) Gasoline</td> <td>CT FL IL LA MA NJ RI TN</td> </tr> <tr> <td>5) Ethylbenzene</td> <td>CT FL IL MA NJ PA RI TN</td> </tr> <tr> <td>6) n-Hexane</td> <td>CT FL IL MA NJ PA RI TN</td> </tr> <tr> <td>7) Xylenes</td> <td>CT FL IL MA NJ PA RI MI</td> </tr> <tr> <td>8) Ethyl alcohol</td> <td>CT FL IL MA NJ PA RI</td> </tr> <tr> <td>9) 1,2,4-Trimethylbenzene</td> <td>MA NJ PA</td> </tr> <tr> <td>10) Cumene</td> <td>MA NJ PA TN</td> </tr> <tr> <td>11) Cyclohexane</td> <td>MA NJ TN</td> </tr> </table>	Chemical Name:	State Right-to-know:	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
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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

Information given herein was compiled from reference materials and other sources believed to be reliable and is offered in good faith. However, the MSDS's accuracy or completeness is not guaranteed by Valero, nor is any responsibility assumed or implied for any loss or damage resulting from inaccuracies or omissions. Conditions of use and suitability of the product for particular uses are beyond our control; all risks of use of the product are therefore assumed by the user and WE EXPRESSLY DISCLAIM ALL WARRANTIES OF EVERY KIND AND NATURE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT TO THE USE OR SUITABILITY OF THE PRODUCT. Nothing is intended as a recommendation for uses which infringe valid patents or as extending license under valid patents. Appropriate warnings and safe handling procedures should be provided to handlers and users. Alteration of this document is strictly prohibited. Except to the extent required by law, republication or retransmission of this document, in whole or in part, is not permitted.

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

SECTION I - IDENTIFICATION

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

SECTION II - HAZARDOUS INGREDIENTS

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)

SECTION III - PHYSICAL DATA

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

SECTION I-V - FIRE AND EXPLOSION HAZARDS

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

SECTION V - HEALTH HAZARD DATA

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.

SECTION VI - REACTIVITY

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.

SECTION VII - SPILL, LEAK, AND WASTE DISPOSAL PROCEDURES

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

SECTION VIII - SPECIAL PROTECTION INFORMATION

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

SECTION IX - SPECIAL PRECAUTIONS

METHYL SOYATE SOAKED RAGS SHOULD BE STORED IN AN APPROVED SAFETY CONTAINER OR DRIED INDIVIDUALLY IN A WELL VENTILATED AREA TO AVOID SPONTANEOUS COMBUSTION.

SECTION X - TRANSPORTATION INFORMATION

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