

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

APRIL 24, 2009 (Fourth Friday of Each Month)

**\*\*SANTA CRUZ CITY COUNCIL CHAMBERS\*\***

**\*809 CENTER STREET\***

**SANTA CRUZ, CALIFORNIA**

**9:00 a.m. – 12:00 p.m.**

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

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

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
  - a. CA Rural Legal Assistance, Inc. Re: Discounted Fare Request
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### **CONSENT AGENDA**

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MARCH 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR FEBRUARY 2009
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF ALLSTATE (SUBROGATING FOR BARAJAS, CLAIM #09-0009:  
DENY THE CLAIM OF MARIA MARTINEZ, CLAIM #09-0010
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR APRIL 15, 2009 AND MINUTES OF FEBRUARY 18, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JANUARY 2009
- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR FEBRUARY 2009

- 5-7. ACCEPT AND FILE FEBRUARY 2009 RIDERSHIP REPORT
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF FEBRUARY 2009
- 5-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO TRANSFER EXCESS ASSETS TO HARTNELL COLLEGE FOR THE PURPOSES OF SUPPORTING A HEAVY DUTY MECHANICS TRAINING PROGRAM
- 5-10. CONSIDERATION OF APPROVAL OF A RESOLUTION AUTHORIZING SUBMITTAL OF FY 2010 TDA CLAIM
- 5-11. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION REGARDING: SETTLEMENT WITH TENANTS, ASIA EXPRESS AT THE WATSONVILLE TRANSIT CENTER
- 5-12. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR THE PURCHASE OF THE TRAPEZE PASS-CERT ENHANCEMENT MODULE
- 5-14. CONSIDERATION OF AUTHORIZATION FOR DISPOSAL OF THREE FORTY FOOT STORAGE CONTAINERS, ONE BRAKE LATHE, AND ONE GENERATOR
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH EVERGREEN OIL, INC. FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES
- 5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BATTERIES USA FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
- 5-17. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING FY09 & FY10 BUDGET BALANCING ACTIONS
- 5-18. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MARCH 2009 MEETING(S)
- 5-19. APPROVE REGULAR BOARD MEETING MINUTES OF MARCH 13 & 27, 2009

**REGULAR AGENDA**

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

- Presented by: Chair Bustichi
7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF DONNA A. CANALES AS CUSTOMER SERVICE COORDINATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented by: Chair Bustichi
  8. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF PETER B. LEWIS AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented by: Chair Bustichi
  9. CONSIDERATION OF ADOPTION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT (AIR DISTRICT) FOR GRANT FUNDS TO BUILD A SECOND L/CNG STORAGE TANK  
Presented By: Angela Aitken, Finance Manager
  10. CONSIDERATION OF COMMENCEMENT OF THE PUBLIC COMMENT PERIOD LEADING TO ADOPTION OF THE SHORT RANGE TRANSIT PLAN  
Presented By: Angela Aitken, Finance Manager
  11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH DMC CONSTRUCTION FOR THE CONSTRUCTION REMODEL OF THE BUILDING LOCATED AT 110 VERNON STREET, SANTA CRUZ  
Presented By: Frank Cheng, Project Manager
  12. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION ON MARCH 27, 2009 REGARDING NEGOTIATIONS WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521  
Presented By: Robyn Slater, Human Resources Manager
  13. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION ON MARCH 27, 2009 REGARDING NEGOTIATIONS WITH THE UNITED TRANSPORTATION UNION, LOCAL 23, COVERING PARACRUZ OPERATIONS  
Presented By: Robyn Slater, Human Resources Manager
  14. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR MAY 22, 2009 – CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVE, CAPITOLA  
Presented by: Chair Bustichi
  15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
  16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

### **1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code Section 54956.9)**

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

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

### **17. REPORT OF CLOSED SESSION**

## **ADJOURN**

### **NOTICE TO PUBLIC**

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

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

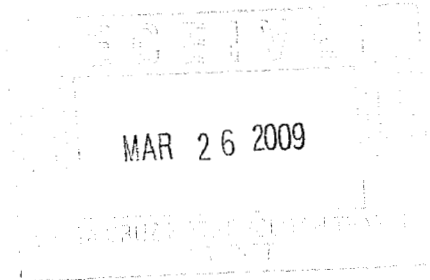
Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District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

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



# California Rural Legal Assistance, Inc.

March 24, 2009



## WATSONVILLE

21 Carr Street  
Watsonville, CA 95076  
Telephone: (831) 724-2253  
Fax: (831) 724-7530  
Watsonville@CRLA.org

## Basic Unit

**Gretchen Regenhardt**

*Directing Attorney*

**Phyllis Shafton Katz**

*Staff Attorney*

**Judy M. Vasquez**

*Community Worker*

**Shirley Conner**

*Directing Legal Secretary*

**Janet Dollar**

*Receptionist*

**José R. Padilla**

*Executive Director*

**Luis C. Jaramillo**

*Deputy Director*

**Ralph Santiago Abascal**

*General Counsel*  
(1934-1997)

## Regional Offices

Coachella

Delano

El Centro

Fresno

Gilroy

Lamont

Madera

Marysville

Modesto

Monterey

Oceanside

Oxnard

Paso Robles

Salinas

San Luis Obispo

Santa Barbara

Santa Cruz

Santa Maria

Santa Rosa

Stockton

Watsonville

Administrative Services Coordinator and  
Board of Directors  
Santa Cruz Metropolitan Transit District  
370 Encinal St. Suite 100  
Santa Cruz, CA 95060

Re: Transportation for Stewart Ave. Freedom CA Students

Dear Administrative Services Coordinator and Board Members:

I am writing on behalf of the parents on Stewart Avenue in Freedom CA, 95019. There is currently no school-provided transportation for their students to Pajaro Valley High.

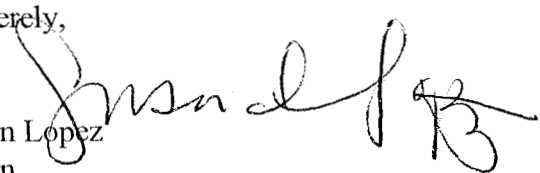
Many parents have become increasingly concerned, not only because of the distance from the school, but for their children's safety. The children must cross Freedom Boulevard and travel along Green Valley Road, cross Main Street near the freeway access for the Hwy 152 on ramp and over to the new overpass and highway ramps adjacent to Pajaro Valley High School.

We have assisted the parents of Stewart Avenue in expressing their concerns to the Transportation Director for the Pajaro Valley Unified School District, Jim Miller. Unfortunately, Mr. Miller has responded by stating that because of drastic budget cuts and service reductions, they cannot provide bus service for students within the The district refuses to provide transportation because the students live within a three-mile radius of the school.

We request your assistance to resolve the parent's concern. We request that you consider a discounted bus fare during weekdays. An more affordable fare of perhaps \$0.50 - \$0.75 per ride would assist parents in providing safe transportation for their children. We are informed that the fare of \$1.50 each way is hard for parents of these students to justify.

Please let me know who we can contact in order to follow up on this matter. We appreciate your time and attention.

Sincerely,

  
Susan Lopez  
Intern

Phyllis Katz  
Attorney at Law

LSC

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

DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 24941        | 03/12/09   | -31.51       | M030   | ROWE, RUBY                     |             | 17712         | MED PYMT SUPP           | -31.51             | **VOID  |
| 25337        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 18400         | MED PYMT SUPP           | -26.65             | **VOID  |
| 25675        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 19040         | MED PYMT SUPP           | -26.65             | **VOID  |
| 26013        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 19781         | MED PYMT SUPP           | -26.65             | **VOID  |
| 29437        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 20553         | MED PYMT SUPP           | -26.65             | **VOID  |
| 29771        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 21074         | MED PYMT SUPP           | -26.65             | **VOID  |
| 30187        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 21871         | MED PYMT SUPP           | -26.65             | **VOID  |
| 30538        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 22575         | MED PYMT SUPP           | -26.65             | **VOID  |
| 30915        | 03/12/09   | -26.65       | M030   | ROWE, RUBY                     |             | 23367         | MED PYMT SUPP           | -26.65             | **VOID  |
| 31968        | 03/02/09   | 1,305.99     | 001263 | ABBOTT STREET RADIATOR, INC.   |             | 25683         | OUT REPAIR # 2204       | 1,305.99           |         |
| 31969        | 03/02/09   | 708.46       | 020    | ADT SECURITY SERVICES INC.     |             | 25651         | 3/1-5/31 1200 RIVER     | 421.63             |         |
|              |            |              |        |                                |             | 25655         | MAR ALARMS              | 64.46              |         |
|              |            |              |        |                                |             | 25656         | MAR ALARMS              | 42.71              |         |
|              |            |              |        |                                |             | 25657         | MAR ALARMS              | 83.77              |         |
|              |            |              |        |                                |             | 25658         | MAR ALARMS              | 49.23              |         |
|              |            |              |        |                                |             | 25659         | MAR ALARMS              | 46.66              |         |
| 31970        | 03/02/09   | 953.75       | 001188 | AFV FLEET SERVICE              |             | 24991         | REV VEH PARTS           | 1,121.08           |         |
|              |            |              |        |                                |             | 24992         | CREDIT MEMO             | -1,121.08          |         |
|              |            |              |        |                                |             | 25531         | REV VEH PARTS           | 953.75             |         |
| 31971        | 03/02/09   | 2,520.00     | 001141 | AMERICAN BUSINESS SYSTEMS, INC |             | 25535         | ANNUAL ABS SUPPORT      | 2,520.00           |         |
| 31972        | 03/02/09   | 103.76       | 294    | ANDY'S AUTO SUPPLY             | 0           | 25646         | REV VEH PARTS           | 103.76             |         |
| 31973        | 03/02/09   | 1,403.48     | 001    | AT&T                           |             | 25652         | REPEATERS/OPS           | 396.32             |         |
|              |            |              |        |                                |             | 25653         | REPEATER/OPS            | 85.08              |         |
|              |            |              |        |                                |             | 25730         | PHONES/138 GOLF CLB     | 922.08             |         |
| 31974        | 03/02/09   | 20.00        | T180   | BARNES, ANDREW                 |             | 25762         | FAREBOX REFUND          | 20.00              |         |
| 31975        | 03/02/09   | 9,800.57     | 664    | BAY COUNTIES PITCOCK PETROLEUM |             | 25642         | FUEL & LUBE             | 4,936.90           |         |
|              |            |              |        |                                |             | 25681         | FUEL & LUBE             | 4,863.67           |         |
| 31976        | 03/02/09   | 465,785.74   | 502    | CA PUBLIC EMPLOYEES'           |             | 25622         | MAR MEDICAL INC         | 465,785.74         |         |
| 31977        | 03/02/09   | 10.00        | E023   | CALDERON, FRANCISCO            |             | 25568         | DMV FEES                | 10.00              |         |
| 31978        | 03/02/09   | 1,158.84     | 002627 | CDW GOVERNMENT, INC.           |             | 25562         | OKI TONER/IT            | 125.23             |         |
|              |            |              |        |                                |             | 25563         | OFFICE SUPPLY/IT        | 1,033.61           |         |
| 31979        | 03/02/09   | 11.78        | 172    | CENTRAL WELDER'S SUPPLY, INC.  |             | 25545         | CYL RENTAL              | 11.78              |         |
| 31980        | 03/02/09   | 5,250.00     | 833    | CITRIX SYSTEMS INC.            |             | 25586         | 3/09-3/10 RENEWAL       | 5,250.00           |         |
| 31981        | 03/02/09   | 10.63        | 130    | CITY OF WATSONVILLE UTILITIES  |             | 25550         | 1/1-2/1 RODRIGUEZ       | 10.63              |         |
| 31982        | 03/02/09   | 110.50       | 001113 | CLARKE, SUSAN                  | 7           | 25569         | EXT BUS ANNOUN/AUDIT    | 110.50             |         |
| 31983        | 03/02/09   | 49,350.04    | 001124 | CLEAN ENERGY                   |             | 25741         | FEB LNG/FLT             | 27,735.35          |         |
|              |            |              |        |                                |             | 25746         | JAN LNG/FLT             | 21,614.69          |         |
| 31984        | 03/02/09   | 1,825.40     | 002609 | CLEANSOURCE                    |             | 25638         | CLEANING SUPPLIES       | 1,825.40           |         |
| 31985        | 03/02/09   | 1,000.00     | 001084 | CLUTCH COURIERS                |             | 25533         | MAIL SVCS               | 1,000.00           |         |
| 31986        | 03/02/09   | 735.25       | 075    | COAST PAPER & SUPPLY INC.      |             | 25549         | CLEANING SUPPLIES       | 470.35             |         |
|              |            |              |        |                                |             | 25551         | CLEANING SUPPLIES       | 206.39             |         |
|              |            |              |        |                                |             | 25728         | CLEANING SUPPLIES       | 58.51              |         |
| 31987        | 03/02/09   | 165.62       | 001266 | COMCAST                        |             | 25763         | INTERNET/1217 RIVER     | 165.62             |         |
| 31988        | 03/02/09   | 184.00       | 367    | COMMUNITY TELEVISION OF        |             | 25750         | TV COVERAGE 1/23        | 184.00             |         |
| 31989        | 03/02/09   | 24.75        | 002063 | COSTCO                         |             | 25625         | LOCAL MTG EXP           | 24.75              |         |
| 31990        | 03/02/09   | 4.51         | 418    | COUNTY OF SANTA CRUZ           |             | 25621         | JAN CNG/FLT             | 4.51               |         |
| 31991        | 03/02/09   | 376.73       | 001000 | DAIMLER BUSES N. AMERICA INC.  |             | 25678         | REV VEH PARTS           | 11.52              |         |
|              |            |              |        |                                |             | 25739         | REV VEH PARTS           | 365.21             |         |
| 31992        | 03/02/09   | 39,913.55    | 800    | DELTA DENTAL PLAN              |             | 25740         | MAR DENTAL INS          | 39,913.55          |         |
| 31993        | 03/02/09   | 224.00       | 002567 | DEPARTMENT OF JUSTICE          |             | 25503         | CRIMINAL INFO           | 32.00              |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR NAME                 | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|-----------------------------|-------------|---------------|-------------------------|--------------------|---------|
|              |            |              |                             |             | 25755         | FINGERPRINTS            | 192.00             |         |
| 31994        | 03/02/09   | 2,373.09     | DEVCO OIL                   |             | 25684         | 2/1-2/15 FUEL/FLT       | 2,373.09           |         |
| 31995        | 03/02/09   | 6,000.82     | DIXON & SON TIRE, INC.      |             | 25510         | TIRES/TUBES             | 1,266.30           |         |
|              |            |              |                             |             | 25511         | TIRES                   | 978.86             |         |
|              |            |              |                             |             | 25512         | TIRES                   | 329.51             |         |
|              |            |              |                             |             | 25513         | TIRES                   | 214.27             |         |
|              |            |              |                             |             | 25514         | TIRES                   | 464.50             |         |
|              |            |              |                             |             | 25515         | TIRES                   | 422.89             |         |
|              |            |              |                             |             | 25516         | TIRES                   | 428.54             |         |
|              |            |              |                             |             | 25517         | TIRES                   | 464.50             |         |
|              |            |              |                             |             | 25518         | TIRES                   | 111.60             |         |
|              |            |              |                             |             | 25519         | TIRES/TUBES             | 87.30              |         |
|              |            |              |                             |             | 25520         | TIRES                   | 87.30              |         |
|              |            |              |                             |             | 25521         | TIRES                   | 87.30              |         |
|              |            |              |                             |             | 25522         | TIRE REPAIR             | 33.00              |         |
|              |            |              |                             |             | 25523         | TIRE REPAIR             | 15.00              |         |
|              |            |              |                             |             | 25524         | TIRE REPAIR             | 33.00              |         |
|              |            |              |                             |             | 25668         | TIRES & TUBES/PT        | 415.04             |         |
|              |            |              |                             |             | 25705         | TIRES & TUBES           | 546.91             |         |
|              |            |              |                             |             | 25707         | TIRES & TUBES           | 15.00              |         |
| 31996        | 03/02/09   | 1,055.00     | DLD TRUCK STRAPS, INC.      |             | 25532         | REV VEH PARTS           | 1,055.00           |         |
| 31997        | 03/02/09   | 340.00       | DOCTORS ON DUTY             |             | 25573         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25574         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25575         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25576         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25577         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25578         | DRUG TEST               | 35.00              |         |
|              |            |              |                             |             | 25579         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25580         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25581         | DRUG TEST               | 35.00              |         |
|              |            |              |                             |             | 25582         | DRUG TEST               | 30.00              |         |
|              |            |              |                             |             | 25583         | DRUG TEST               | 30.00              |         |
| 31998        | 03/02/09   | 500.00       | ECOLOGICAL CONCERNS INC.    |             | 25565         | WATER DRAINAGE/MB       | 500.00             |         |
| 31999        | 03/02/09   | 63.60        | ERGOMETRICS                 |             | 25543         | SCORING SERVICES        | 63.60              |         |
| 32000        | 03/02/09   | 1,933.75     | EVERGREEN OIL INC.          |             | 25735         | HAZ WASTE DISP          | 30.00              |         |
|              |            |              |                             |             | 25754         | HAZ WASTE DISP          | 1,903.75           |         |
| 32001        | 03/02/09   | 147.39       | FEDERAL EXPRESS             |             | 25760         | POSTAGE AND MAIL        | 147.39             |         |
| 32002        | 03/02/09   | 76.00        | FERGUSON ENTERPRISES INC.   |             | 25654         | REPAIRS/MAINTENANCE     | 76.00              |         |
| 32003        | 03/02/09   | 165.00       | FIRST ALARM                 |             | 25667         | PROF/TECH FEES/PT       | 165.00             |         |
| 32004        | 03/02/09   | 849.76       | GFI GENFARE                 |             | 25508         | REV VEH PARTS           | 322.44             |         |
|              |            |              |                             |             | 25509         | REV VEH PARTS           | 527.32             |         |
| 32005        | 03/02/09   | 438.51       | HAWKINS TRAFFIC SAFETY SPLY |             | 25529         | REPAIRS/MAINTENANCE     | 616.38             |         |
|              |            |              |                             |             | 25530         | CREDIT NOTE             | -177.87            |         |
| 32006        | 03/02/09   | 44.00        | HERSEY, LYNN                |             | 25662         | DMV FEES                | 44.00              |         |
| 32007        | 03/02/09   | 73.21        | HOLIDAY MUFFLER AND BRAKES  |             | 25702         | OUT RPR REV VEH         | 73.21              |         |
| 32008        | 03/02/09   | 1,686.00     | KELLY SERVICES, INC.        |             | 25501         | TEMP/OPS W/E 2/1/09     | 960.00             |         |
|              |            |              |                             |             | 25663         | TEMP/OPS CONVERSION     | 150.00             |         |
|              |            |              |                             |             | 25664         | TEMP/OPS W/E 2/8        | 576.00             |         |
| 32009        | 03/02/09   | 814.00       | KENVILLE LOCKSMITHS         |             | 25541         | KEY CYLINDER LOCKS      | 814.00             |         |
| 32010        | 03/02/09   | 776.19       | KIMBALL MIDWEST             |             | 25641         | REV VEH PARTS           | 324.20             |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR NAME | VENDOR TYPE                    | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|-------------|--------------------------------|---------------|-------------------------|--------------------|---------|
| 32011        | 03/02/09   | 338.35       | 039         | KINKO'S INC.                   | 25643         | REV VEH PARTS           | 451.99             |         |
|              |            |              |             |                                | 25413         | OFFICE SUPPLY/LGL       | 10.16              |         |
|              |            |              |             |                                | 25476         | PRINTING/ADMIN          | 223.10             |         |
|              |            |              |             |                                | 25477         | PRINTING/ADMIN          | 63.31              |         |
|              |            |              |             |                                | 25624         | 50 MB OPS BLD FLIERS    | 41.78              |         |
| 32012        | 03/02/09   | 2,399.07     | 001259      | LANSTREET.COM                  | 25669         | 3COM PWR PORT SWITCH    | 2,399.07           |         |
| 32013        | 03/02/09   | 1,065.00     | 852         | LAW OFFICES OF MARIE F. SANG   | 25559         | WORKERS COMP CLAIM      | 270.00             |         |
|              |            |              |             |                                | 25619         | WORKERS COMP CLAIM      | 465.00             |         |
|              |            |              |             |                                | 25620         | WORKERS COMP CLAIM      | 75.00              |         |
|              |            |              |             |                                | 25637         | WORKERS COMP CLAIM      | 255.00             |         |
| 32014        | 03/02/09   | 7,770.31     | 001059      | LNI CUSTOM MANUFACTURING, INC. | 25670         | BUS SHELTERS            | 7,770.31           |         |
| 32015        | 03/02/09   | 44.00        | E289        | LORENZANO, JAMES               | 25661         | DMV FEES                | 44.00              |         |
| 32016        | 03/02/09   | 20.00        | 001265      | MAR MONTE MEDICAL CLINIC       | 25761         | MED EXAM/ K.TICHENOR    | 20.00              |         |
| 32017        | 03/02/09   | 85.00        | E435        | MARQUEZ, RAYMUNDO              | 25756         | MEDICAL EXAM            | 85.00              |         |
| 32018        | 03/02/09   | 18.98        | 001936      | MCI                            | 25502         | LD PHONES/1200B RIV     | 18.98              |         |
| 32019        | 03/02/09   | 65.00        | 764         | MERCURY METALS                 | 25703         | OUT RPR REV VEH         | 65.00              |         |
| 32020        | 03/02/09   | 1,074.94     | 041         | MISSION UNIFORM                | 25553         | UNIF/LAUNDRY/FAC        | 58.23              |         |
|              |            |              |             |                                | 25554         | UNIF/LAUNDRY/FAC        | 56.52              |         |
|              |            |              |             |                                | 25587         | UNIF/LAUNDRY/FLT        | 291.37             |         |
|              |            |              |             |                                | 25588         | UNIF/LAUNDRY/FLT        | 132.11             |         |
|              |            |              |             |                                | 25589         | UNIF/LAUNDRY/FLT        | 50.60              |         |
|              |            |              |             |                                | 25590         | UNIF/LAUNDRY/FLT        | 43.26              |         |
|              |            |              |             |                                | 25591         | UNIF/LAUNDRY/FLT        | 132.11             |         |
|              |            |              |             |                                | 25592         | UNIF/LAUNDRY/FLT        | 183.45             |         |
|              |            |              |             |                                | 25593         | UNIF/LAUNDRY/FLT        | 50.60              |         |
|              |            |              |             |                                | 25594         | UNIF/LAUNDRY/FLT        | 43.26              |         |
|              |            |              |             |                                | 25701         | UNIF/LAUNDRY/PT         | 33.43              |         |
| 32021        | 03/02/09   | 272.22       | 001454      | MONTEREY BAY OFFICE PRODUCTS   | 25660         | 11/08-2/09 COPIER       | 272.22             |         |
| 32022        | 03/02/09   | 123.70       | 887         | NEOPOST, INC                   | 25751         | OFFICE SUPPLY/ADM       | 123.70             |         |
| 32023        | 03/02/09   | 1,471.92     | 002721      | NEXTEL COMMUNICATIONS          | 25666         | JAN PHONES/PT           | 1,471.92           |         |
| 32024        | 03/02/09   | 733.74       | 004         | NORTH BAY FORD LINC-MERCURY    | 25544         | REV VEH PARTS           | 81.08              |         |
|              |            |              |             |                                | 25647         | REV VEH PARTS           | 652.66             |         |
| 32025        | 03/02/09   | 15,493.71    | 001176      | NORTHSTAR, INC.                | 25498         | JAN MAINT/RPRS          | 14,842.00          |         |
|              |            |              |             |                                | 25552         | VALVE REPAIR            | 194.67             |         |
|              |            |              |             |                                | 25733         | SVC/BREAKAWAY           | 29.38              |         |
|              |            |              |             |                                | 25734         | REBUILT BREAKAWAY       | 427.66             |         |
| 32026        | 03/02/09   | 6,233.58     | 009         | PACIFIC GAS & ELECTRIC         | 25494         | 1/9-2/9 RES PARK        | 1,077.63           |         |
|              |            |              |             |                                | 25525         | 12/09-2/04 KINGS VLG    | 2,226.00           |         |
|              |            |              |             |                                | 25526         | 11/23-12/18 DUBOIS      | 657.81             |         |
|              |            |              |             |                                | 25527         | 12/09-2/04 KINGS VLG    | 2,226.00           |         |
|              |            |              |             |                                | 25536         | 12/25-01/26 RIVER       | 31.83              |         |
|              |            |              |             |                                | 25548         | 1/6-2/4 KINGS VLG       | 14.31              |         |
| 32027        | 03/02/09   | 1,650.02     | 043         | PALACE ART & OFFICE SUPPLY     | 25443         | OFFICE SUPPLY/OPS       | 20.60              |         |
|              |            |              |             |                                | 25444         | OFFICE SUPPLY/OPS       | 21.26              |         |
|              |            |              |             |                                | 25570         | OFFICE SUPPLY/MTC       | 531.53             |         |
|              |            |              |             |                                | 25571         | OFFICE SUPPLY/MTC       | 13.95              |         |
|              |            |              |             |                                | 25572         | OFFICE SUPPLY/MTC       | 4.06               |         |
|              |            |              |             |                                | 25699         | OFFICE SUPPLIES/PT      | 570.43             |         |
|              |            |              |             |                                | 25753         | CHAIR MATS              | 488.19             |         |
| 32028        | 03/02/09   | 494.00       | 481         | PIED PIPER EXTERMINATORS, INC. | 25558         | FEB PEST CONTROL        | 241.00             |         |

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

DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
|              |            |              |        |                                |             | 25601         | FEB PEST CONTROL        | 70.00              |         |
|              |            |              |        |                                |             | 25616         | FEB PEST CONTROL        | 183.00             |         |
| 32029        | 03/02/09   | 1,022.68     | 001149 | PREFERRED PLUMBING, INC.       |             | 25505         | SVCE/PARACRUZ           | 560.18             |         |
|              |            |              |        |                                |             | 25697         | SVC/CAFE LENA           | 462.50             |         |
| 32030        | 03/02/09   | 440.35       | 107A   | PROBUILD                       |             | 25555         | REPAIRS/MAINTENANCE     | 40.07              |         |
|              |            |              |        |                                |             | 25556         | REPAIRS/MAINTENANCE     | 8.77               |         |
|              |            |              |        |                                |             | 25557         | REPAIRS/MAINTENANCE     | 39.43              |         |
|              |            |              |        |                                |             | 25596         | REPAIRS/MAINTENANCE     | 56.15              |         |
|              |            |              |        |                                |             | 25600         | REPAIRS/MAINTENANCE     | 263.01             |         |
|              |            |              |        |                                |             | 25704         | PARTS & SUPPLIES        | 32.92              |         |
| 32031        | 03/02/09   | 1,408.90     | R544   | R/S TRANSPORTATION TRUST       |             | 25757         | SETTLEMENT/RISK         | 1,408.90           |         |
| 32032        | 03/02/09   | 157.60       | 061    | REGISTER PAJARONIAN            |             | 25623         | 2/12 PUB NOTICE/ADM     | 157.60             |         |
| 32033        | 03/02/09   | 314.00       | 067    | ROTO-ROOTER                    |             | 25686         | SVC/RESEARCH PARK       | 314.00             |         |
| 32034        | 03/02/09   | 23,360.68    | 966    | S.C. FUELS                     | 0           | 25547         | DIESEL/FLT              | 11,888.40          |         |
|              |            |              |        |                                |             | 25682         | FEB DIESEL/FLT          | 11,472.28          |         |
| 32035        | 03/02/09   | 6,866.76     | 001260 | SABLE COMPUTER INC.            |             | 25539         | 3COM SWITCH/IT          | 3,225.40           |         |
|              |            |              |        |                                |             | 25540         | 3COM NETWORK DIR/IT     | 1,995.00           |         |
|              |            |              |        |                                |             | 25542         | 3COM PORT SWITCH        | 1,646.36           |         |
| 32036        | 03/02/09   | 3,388.76     | 018    | SALINAS VALLEY FORD SALES      |             | 25499         | REV VEH PARTS           | 3,388.76           |         |
| 32037        | 03/02/09   | 873.91       | 002713 | SANTA CRUZ AUTO TECH, INC.     |             | 25700         | OUT RPR REV VEH         | 873.91             |         |
| 32038        | 03/02/09   | 462.63       | 135    | SANTA CRUZ AUTO PARTS, INC.    |             | 25640         | REV VEH PARTS           | 406.44             |         |
|              |            |              |        |                                |             | 25644         | REV VEH PARTS           | 8.46               |         |
|              |            |              |        |                                |             | 25645         | REV VEH PARTS           | 6.03               |         |
|              |            |              |        |                                |             | 25726         | REV VEH PARTS           | 41.70              |         |
| 32039        | 03/02/09   | 17.70        | 001944 | SANTA CRUZ COUNTY LAW LIBRARY  |             | 25618         | QUARTERLY CHARGE        | 17.70              |         |
| 32040        | 03/02/09   | 794.00       | 002700 | SANTA CRUZ COUNTY              |             | 25560         | HEALTH PERM/ENCINAL     | 279.00             |         |
|              |            |              |        |                                |             | 25561         | HEALTH PERM/1200 RVR    | 515.00             |         |
| 32041        | 03/02/09   | 31.26        | 848    | SANTA CRUZ ELECTRONICS, INC.   |             | 25566         | OFFICE SUPPLY/IT        | 15.56              |         |
|              |            |              |        |                                |             | 25567         | OFFICE SUPPLY/IT        | 15.70              |         |
| 32042        | 03/02/09   | 6,615.57     | 079    | SANTA CRUZ MUNICIPAL UTILITIES |             | 25687         | 1/17-2/13 111 DUBOIS    | 387.32             |         |
|              |            |              |        |                                |             | 25688         | 1/17-2/13 ENCINAL       | 176.34             |         |
|              |            |              |        |                                |             | 25689         | 1/17-2/13 CEDAR         | 863.33             |         |
|              |            |              |        |                                |             | 25690         | 1/17-2/13 VERNON        | 100.08             |         |
|              |            |              |        |                                |             | 25691         | 1/17-2/13 138 GOLF      | 937.58             |         |
|              |            |              |        |                                |             | 25692         | 1/17-2/13 111 DUBOIS    | 122.14             |         |
|              |            |              |        |                                |             | 25693         | 1/17-2/13 1200 RIVER    | 853.33             |         |
|              |            |              |        |                                |             | 25694         | 1/17-2/13 120 GOLF      | 141.48             |         |
|              |            |              |        |                                |             | 25695         | 1/17-2/13 1200 RIVER    | 2,650.95           |         |
|              |            |              |        |                                |             | 25696         | 1/17-2/13 VERNON        | 383.02             |         |
| 32043        | 03/02/09   | 964.11       | 149    | SANTA CRUZ SENTINEL            | 0           | 25500         | PUBLIC HRG NOTICE       | 600.51             |         |
|              |            |              |        |                                |             | 25534         | CLASSIFIED ADS/FIN      | 363.60             |         |
| 32044        | 03/02/09   | 3,087.26     | 001232 | SPECIALIZED AUTO AND           |             | 25710         | OUT RPR REV VEH         | 1,778.13           |         |
|              |            |              |        |                                |             | 25711         | OUT RPR REV VEH         | 196.22             |         |
|              |            |              |        |                                |             | 25712         | OUT RPR REV VEH         | 272.65             |         |
|              |            |              |        |                                |             | 25713         | OUT RPR REV VEH         | 385.32             |         |
|              |            |              |        |                                |             | 25714         | OUT RPR REV VEH         | 348.95             |         |
|              |            |              |        |                                |             | 25715         | OUT RPR REV VEH         | 105.99             |         |
| 32045        | 03/02/09   | 85.17        | 001976 | SPORTWORKS NORTHWEST, INC.     |             | 25546         | REV VEH PARTS           | 85.17              |         |
| 32046        | 03/02/09   | 315.33       | 001234 | SSI                            |             | 25585         | 1/2-1/28 SVCS/IT        | 315.33             |         |
| 32047        | 03/02/09   | 4,851.52     | 002805 | TELEPATH CORPORATION           |             | 25495         | EQUIP REPAIR            | 576.31             |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                     | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION    | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|---------------------------------|-------------|---------------|----------------------------|--------------------|---------|
|              |            |              |        |                                 |             | 25496         | EQUIP REPAIR               | 740.91             |         |
|              |            |              |        |                                 |             | 25497         | EQUIP REPAIR               | 748.53             |         |
|              |            |              |        |                                 |             | 25671         | EQUIPMENT REPAIR           | 761.09             |         |
|              |            |              |        |                                 |             | 25672         | EQUIPMENT REPAIR           | 761.09             |         |
|              |            |              |        |                                 |             | 25673         | EQUIPMENT REPAIR           | 761.09             |         |
|              |            |              |        |                                 |             | 25674         | OUT RPR EQUIP              | 502.50             |         |
| 32048        | 03/02/09   | 467.16       | 001165 | THANH N. VU MD                  |             | 7             | 25506 PHYS EXAMS           | 75.00              |         |
|              |            |              |        |                                 |             |               | 25507 PHYS EXAM            | 75.00              |         |
|              |            |              |        |                                 |             |               | 25584 MEDICAL EXAM         | 92.16              |         |
|              |            |              |        |                                 |             |               | 25628 MEDICAL EXAM         | 75.00              |         |
|              |            |              |        |                                 |             |               | 25629 MEDICAL EXAM         | 75.00              |         |
|              |            |              |        |                                 |             |               | 25630 MEDICAL EXAM         | 75.00              |         |
| 32049        | 03/02/09   | 61,108.36    | 970    | THE MECHANICS BANK              |             |               | 25748 OCT RETAINAGE/MB     | 61,108.36          |         |
| 32050        | 03/02/09   | 130.00       | 454    | TSI                             |             |               | 25727 TRANSIT CERT COURSE  | 130.00             |         |
| 32051        | 03/02/09   | 3,192.90     | 057    | U.S. BANK                       |             |               | 25758 4246044555645971     | 546.57             |         |
|              |            |              |        |                                 |             |               | 25759 4246044555645971     | 2,646.33           |         |
| 32052        | 03/02/09   | 42.87        | 007    | UNITED PARCEL SERVICE           |             |               | 25504 FRT/FLT              | 25.92              |         |
|              |            |              |        |                                 |             |               | 25729 FRT OUT/FLT          | 16.95              |         |
| 32053        | 03/02/09   | 76.38        | 001251 | VERIZON BUSINESS SERVICES, INC. |             |               | 25602 JAN PHONES           | 5.31               |         |
|              |            |              |        |                                 |             |               | 25604 JAN PHONEA           | 0.05               |         |
|              |            |              |        |                                 |             |               | 25605 JAN PHONES           | 15.15              |         |
|              |            |              |        |                                 |             |               | 25606 JAN PHONES           | 0.60               |         |
|              |            |              |        |                                 |             |               | 25607 JAN PHONES           | 1.37               |         |
|              |            |              |        |                                 |             |               | 25608 JAN PHONES           | 0.15               |         |
|              |            |              |        |                                 |             |               | 25609 JAN PHONES           | 1.06               |         |
|              |            |              |        |                                 |             |               | 25610 JAN PHONES           | 9.82               |         |
|              |            |              |        |                                 |             |               | 25611 JAN PHONES           | 41.35              |         |
|              |            |              |        |                                 |             |               | 25612 JAN PHONES           | 0.96               |         |
|              |            |              |        |                                 |             |               | 25613 JAN PHONES           | 0.25               |         |
|              |            |              |        |                                 |             |               | 25614 JAN PHONES           | 0.07               |         |
|              |            |              |        |                                 |             |               | 25615 JAN PHONES           | 0.24               |         |
| 32054        | 03/02/09   | 54.08        | 434B   | VERIZON CALIFORNIA              |             |               | 25685 MT BIEWLASKI         | 54.08              |         |
| 32055        | 03/02/09   | 100.82       | 434A   | VERIZON WIRELESS                |             |               | 25617 PC CARDS/ADMIN       | 100.82             |         |
| 32056        | 03/02/09   | 11,357.50    | 001043 | VISION SERVICE PLAN             |             |               | 25677 MAR VISION INS       | 11,357.50          |         |
| 32057        | 03/02/09   | 1,642.05     | 001223 | WATSONVILLE CADILLAC, BUICK,    |             |               | 25665 OUT RPR REV VEH      | 930.06             |         |
|              |            |              |        |                                 |             |               | 25721 REV VEH PARTS        | 379.99             |         |
|              |            |              |        |                                 |             |               | 25723 REV VEH PARTS        | 332.00             |         |
| 32058        | 03/02/09   | 549,975.24   | 002887 | WEST BAY BUILDERS, INC.         |             |               | 25747 CONST SVC MB-10/08   | 549,975.24         |         |
| 32059        | 03/02/09   | 279.17       | 436    | WEST PAYMENT CENTER             |             |               | 25749 JAN ACCESS CHARGES   | 279.17             |         |
| 32060        | 03/02/09   | 1,439.15     | 001506 | WESTERN STATES OIL CO., INC.    |             |               | 25649 FUEL & LUBE          | 1,439.15           |         |
| 32095        | 03/09/09   | 143.09       | 002861 | AMERICAN MESSAGING SVCS, LLC    |             |               | 25802 MARCH PAGERS         | 143.09             |         |
| 32096        | 03/09/09   | 10.55        | 294    | ANDY'S AUTO SUPPLY              |             | 0             | 25639 REV VEH PARTS        | 10.55              |         |
| 32097        | 03/09/09   | 18,118.43    | 941    | ASSURANT EMPLOYEE BENEFITS      |             |               | 25797 MAR LTD INS          | 18,118.43          |         |
| 32098        | 03/09/09   | 65.10        | 001112 | BRINKS AWARDS & SIGNS           |             | 7             | 25752 NAMEPLATES/ADM       | 65.10              |         |
| 32099        | 03/09/09   | 100.00       | B018   | BUSTICHI, DENE                  |             | 7             | 25836 FEB BOARD MTGS       | 100.00             |         |
| 32100        | 03/09/09   | 78.65        | 172    | CENTRAL WELDER'S SUPPLY, INC.   |             |               | 25801 PARTS & SUPPLIES     | 78.65              |         |
| 32101        | 03/09/09   | 100.00       | B014   | CITY OF WATSONVILLE             |             |               | 25845 FEB BOARD MTGS       | 100.00             |         |
| 32102        | 03/09/09   | 235.50       | 001113 | CLARKE, SUSAN                   |             | 7             | 25821 EXT BUS ANNOUN/AUDIT | 110.50             |         |
|              |            |              |        |                                 |             |               | 25822 EXT BUS ANNOUN/AUDIT | 125.00             |         |
| 32103        | 03/09/09   | 62.37        | 002063 | COSTCO                          |             |               | 25631 PHOTO PROCESS/OPS    | 7.91               |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
|              |            |              |        |                                |             | 25632         | PHOTO PROCESS/OPS       | 2.53               |         |
|              |            |              |        |                                |             | 25633         | PHOTO PROCESS/OPS       | 4.87               |         |
|              |            |              |        |                                |             | 25634         | PHOTO PROCESS/OPS       | 8.25               |         |
|              |            |              |        |                                |             | 25635         | PHOTO PROCESS/OPS       | 2.58               |         |
|              |            |              |        |                                |             | 25636         | PHOTO PROCESS/OPS       | 3.52               |         |
|              |            |              |        |                                |             | 25860         | PHOTO PROCESS/OPS       | 8.36               |         |
|              |            |              |        |                                |             | 25861         | PHOTO PROCESS/OPS       | 6.38               |         |
|              |            |              |        |                                |             | 25862         | PHOTO PROCESS/OPS       | 2.53               |         |
|              |            |              |        |                                |             | 25863         | PHOTO PROCESS/OPS       | 1.71               |         |
|              |            |              |        |                                |             | 25864         | PHOTO PROCESS/OPS       | 1.71               |         |
|              |            |              |        |                                |             | 25865         | PHOTO PROCESS/OPS       | 7.52               |         |
|              |            |              |        |                                |             | 25866         | PHOTO PROCESS/OPS       | 4.50               |         |
| 32104        | 03/09/09   | 565.07       | R547   | CSAA-IIB                       |             | 25892         | SETTLEMENT/RISK         | 565.07             |         |
| 32105        | 03/09/09   | 110.79       | 504    | CUMMINS WEST, INC.             |             | 25742         | SMALL TOOLS             | 110.79             |         |
| 32106        | 03/09/09   | 218.76       | 085    | DIXON & SON TIRE, INC.         |             | 25706         | TIRES & TUBES           | 218.76             |         |
| 32107        | 03/09/09   | 110.00       | 432    | EXPRESS EMPLOYMENT PROS        |             | 25895         | EXCEL TESTING           | 110.00             |         |
| 32108        | 03/09/09   | 560.01       | 959    | FIRST ADVANTAGE CORPORATION    |             | 25810         | DRUG TEST               | 138.31             |         |
|              |            |              |        |                                |             | 25811         | DRUG TEST               | 19.56              |         |
|              |            |              |        |                                |             | 25812         | DRUG TEST               | 125.00             |         |
|              |            |              |        |                                |             | 25813         | DRUG TEST               | 78.24              |         |
|              |            |              |        |                                |             | 25814         | DRUG TEST               | 150.00             |         |
|              |            |              |        |                                |             | 25815         | DRUG TEST               | 48.90              |         |
| 32109        | 03/09/09   | 324.42       | 282    | GRAINGER                       |             | 25698         | REPAIRS/MAINTENANCE     | 258.58             |         |
|              |            |              |        |                                |             | 25870         | REPAIRS/MAINTENANCE     | 65.84              |         |
| 32110        | 03/09/09   | 100.00       | B023   | GRAVES, RON                    |             | 25837         | FEB BOARD MTGS          | 100.00             |         |
| 32111        | 03/09/09   | 100.00       | B021   | HAGEN, DONALD N.               | 7           | 25838         | FEB BOARD MTGS          | 100.00             |         |
| 32112        | 03/09/09   | 3,588.24     | 001745 | HARTFORD LIFE AND ACCIDENT INS |             | 25867         | MAR LIFE/AD&D INS       | 3,588.24           |         |
| 32113        | 03/09/09   | 50.00        | B006   | HINKLE, MICHELLE               | 7           | 25839         | FEB BOARD MTGS          | 50.00              |         |
| 32114        | 03/09/09   | 218.26       | 215    | IKON OFFICE SOLUTIONS          |             | 25890         | 1/19-2/18 MAINT/ADM     | 218.26             |         |
| 32115        | 03/09/09   | 21.14        | 1117   | KELLEY'S SERVICE INC.          |             | 25648         | REV VEH PARTS           | 21.14              |         |
| 32116        | 03/09/09   | 32.37        | 074    | KENVILLE LOCKSMITHS            | 7           | 25803         | REPAIRS/MAINTENANCE     | 11.88              |         |
|              |            |              |        |                                |             | 25804         | REPAIRS/MAINTENANCE     | 20.49              |         |
| 32117        | 03/09/09   | 221.01       | 001233 | KIMBALL MIDWEST                |             | 25680         | REV VEH PARTS           | 221.01             |         |
| 32118        | 03/09/09   | 357.21       | 039    | KINKO'S INC.                   |             | 25626         | SPRING BID PACK         | 256.15             |         |
|              |            |              |        |                                |             | 25627         | SPRING BID PACK         | 101.06             |         |
| 32119        | 03/09/09   | 103.19       | 002240 | KLEEN-RITE PRESSURE WASHERS    | 7           | 25820         | REPAIRS/MAINTENANC      | 103.19             |         |
| 32120        | 03/09/09   | 720.00       | 852    | LAW OFFICES OF MARIE F. SANG   | 7           | 25808         | WORKERS COMP CLAIM      | 195.00             |         |
|              |            |              |        |                                |             | 25809         | WORKERS COMP CLAIM      | 525.00             |         |
| 32121        | 03/09/09   | 834.60       | 001145 | MANAGED HEALTH NETWORK         |             | 25798         | MAR EAP PREMIUM         | 834.60             |         |
| 32122        | 03/09/09   | 19.00        | 001936 | MCI                            |             | 25823         | PHONES/1200 B RIVER     | 19.00              |         |
| 32123        | 03/09/09   | 56.52        | 041    | MISSION UNIFORM                |             | 25595         | UNIF/LAUNDRY/FAC        | 56.52              |         |
| 32124        | 03/09/09   | 29,153.36    | 001225 | NATIONAL SECURITY SERVICE      |             | 25824         | JAN SECURITY            | 5,488.95           |         |
|              |            |              |        |                                |             | 25825         | JAN SECURITY            | 2,941.13           |         |
|              |            |              |        |                                |             | 25826         | JAN SECURITY            | 2,109.00           |         |
|              |            |              |        |                                |             | 25827         | JAN SECURITY            | 1,480.00           |         |
|              |            |              |        |                                |             | 25828         | JAN SECURITY            | 2,125.67           |         |
|              |            |              |        |                                |             | 25829         | FEB SECURITY            | 5,353.90           |         |
|              |            |              |        |                                |             | 25830         | FEB SECURITY            | 2,895.25           |         |
|              |            |              |        |                                |             | 25831         | FEB SECURITY            | 1,887.00           |         |
|              |            |              |        |                                |             | 25832         | FEB SECURITY            | 1,480.00           |         |

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

DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
|              |            |              |        |                                |             | 25833         | FEB SECURITY            | 2,300.96           |         |
|              |            |              |        |                                |             | 25834         | FEB SECURITY            | 1,091.50           |         |
| 32125        | 03/09/09   | 2,089.96     | 004    | NORTH BAY FORD LINC-MERCURY    |             | 25708         | OUT RPR REV VEH         | 1,824.13           |         |
|              |            |              |        |                                |             | 25709         | OUT RPR REV VEH         | 265.83             |         |
| 32126        | 03/09/09   | 2,702.05     | 009    | PACIFIC GAS & ELECTRIC         |             | 25835         | CREDIT NOTE             | -2,226.00          |         |
|              |            |              |        |                                |             | 25872         | 1/27-2/25 115 DUBOIS    | 153.56             |         |
|              |            |              |        |                                |             | 25873         | 1/27-2/25 115 DUBOIS    | 16.73              |         |
|              |            |              |        |                                |             | 25874         | 1/27-2/26 1200 RIVER    | 1,560.38           |         |
|              |            |              |        |                                |             | 25875         | 1/27-2/26 1122 RIVER    | 234.63             |         |
|              |            |              |        |                                |             | 25876         | 1/27-2/25 ENCINAL       | 2,948.51           |         |
|              |            |              |        |                                |             | 25877         | 1/27-2/25 115 DUBOIS    | 14.24              |         |
| 32127        | 03/09/09   | 64.06        | 043    | PALACE ART & OFFICE SUPPLY     |             | 25743         | OFFICE SUPPLY/OPS       | -20.60             |         |
|              |            |              |        |                                |             | 25744         | OFFICE SUPPLY/OPS       | 65.09              |         |
|              |            |              |        |                                |             | 25859         | CREDIT MEMO             | -3.19              |         |
|              |            |              |        |                                |             | 25886         | OFFICE SUPPLY/ADM       | 22.76              |         |
| 32128        | 03/09/09   | 150.00       | 481    | PIED PIPER EXTERMINATORS, INC. |             | 25597         | FEB PEST CONTROL        | 48.50              |         |
|              |            |              |        |                                |             | 25598         | FEB PEST CONTROL        | 53.00              |         |
|              |            |              |        |                                |             | 25599         | FEB PEST CONTROL        | 48.50              |         |
| 32129        | 03/09/09   | 100.00       | B024   | PIRIE, ELLEN                   | 7           | 25840         | FEB BOARD MTGS          | 100.00             |         |
| 32130        | 03/09/09   | 65.00        | E603   | PONS, JUAN                     |             | 25800         | MEDICAL EXAM            | 65.00              |         |
| 32131        | 03/09/09   | 248.00       | 001149 | PREFERRED PLUMBING, INC.       |             | 25816         | SVC/MTC                 | 248.00             |         |
| 32132        | 03/09/09   | 18.52        | 107A   | PROBUILD                       |             | 25731         | REPAIRS/MAINTENANCE     | 2.92               |         |
|              |            |              |        |                                |             | 25732         | REPAIRS/MAINTENANCE     | 15.60              |         |
| 32133        | 03/09/09   | 50.00        | B022   | ROBINSON, LYNN MARIE           |             | 25841         | FEB BOARD MTGS          | 50.00              |         |
| 32134        | 03/09/09   | 100.00       | B015   | ROTKIN, MIKE                   | 7           | 25842         | FEB BOARD MTGS          | 100.00             |         |
| 32135        | 03/09/09   | 210.16       | 018    | SALINAS VALLEY FORD SALES      |             | 25679         | REV VEH PARTS           | 210.16             |         |
| 32136        | 03/09/09   | 113.41       | 135    | SANTA CRUZ AUTO PARTS, INC.    |             | 25724         | REV VEH PARTS           | 15.17              |         |
|              |            |              |        |                                |             | 25725         | REV VEH PARTS           | 68.13              |         |
|              |            |              |        |                                |             | 25857         | REV VEH PARTS           | 30.11              |         |
| 32137        | 03/09/09   | 183.49       | 848    | SANTA CRUZ ELECTRONICS, INC.   |             | 25745         | OFFICE SUPPLY/IT        | 183.49             |         |
| 32138        | 03/09/09   | 2,739.88     | 079    | SANTA CRUZ MUNICIPAL UTILITIES |             | 25818         | 1/17-2/17 PACIFIC       | 2,647.56           |         |
|              |            |              |        |                                |             | 25819         | 1/17-2/17 PACIFIC       | 92.32              |         |
| 32139        | 03/09/09   | 25,827.00    | 174    | SAYLOR & HILL COMPANY          |             | 25675         | 2/09-2/10 PROP INS      | 2,420.00           |         |
|              |            |              |        |                                |             | 25676         | 2/09-2/10 PROP INS      | 23,407.00          |         |
| 32140        | 03/09/09   | 161.58       | 002459 | SCOTTS VALLEY WATER DISTRICT   |             | 25871         | 12/9-2/10 KINGS VLG     | 161.58             |         |
| 32141        | 03/09/09   | 4,054.16     | 001232 | SPECIALIZED AUTO AND           |             | 25716         | OUT RPR REV VEH         | 505.05             |         |
|              |            |              |        |                                |             | 25717         | OUT RPR REV VEH         | 405.24             |         |
|              |            |              |        |                                |             | 25718         | OUT RPR REV VEH         | 161.08             |         |
|              |            |              |        |                                |             | 25719         | OUT RPR REV VEH         | 187.87             |         |
|              |            |              |        |                                |             | 25720         | OUT RPR REV VEH         | 405.24             |         |
|              |            |              |        |                                |             | 25848         | OUT RPR REV VEH         | 247.22             |         |
|              |            |              |        |                                |             | 25849         | OUT RPR REV VEH         | 178.04             |         |
|              |            |              |        |                                |             | 25850         | OUT RPR REV VEH         | 890.41             |         |
|              |            |              |        |                                |             | 25851         | OUT RPR REV VEH         | 1,074.01           |         |
| 32142        | 03/09/09   | 100.00       | B012   | SPENCE, PAT                    | 7           | 25843         | FEB BOARD MTGS          | 100.00             |         |
| 32143        | 03/09/09   | 60.00        | 299    | STANEK, RICHARD                | 7           | 25764         | REPAIR TYPEWRITER       | 60.00              |         |
| 32144        | 03/09/09   | 100.00       | B017   | STONE, MARK                    | 7           | 25844         | FEB BOARD MTGS          | 100.00             |         |
| 32145        | 03/09/09   | 130.20       | R545   | THE HERTZ CORPORATION          |             | 25893         | SETTLEMENT/RISK         | 130.20             |         |
| 32146        | 03/09/09   | 381.06       | R546   | THE PROFESSIONAL TOUCH         |             | 25894         | SETTLEMENT/RISK         | 381.06             |         |
| 32147        | 03/09/09   | 362.48       | 582    | TOYOTA OF SANTA CRUZ           |             | 25847         | OUT RPR REV VEH         | 362.48             |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | VENDOR TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|--------------------|---------------|-------------------------|--------------------|---------|
| 32148        | 03/09/09   | 207.42       | 001223 | WATSONVILLE CADILLAC, BUICK,   |                    | 25722         | REV VEH PARTS           | 117.47             |         |
|              |            |              |        |                                |                    | 25846         | OUT RPR REV VEH         | 89.95              |         |
| 32149        | 03/09/09   | 15.00        | E075   | WOODBIDGE, ELIZABETH           |                    | 25799         | DMV FEES                | 15.00              |         |
| 32150        | 03/16/09   | 112.06       | 001193 | AA GLASS SHOP                  | 7                  | 25946         | REPAIRS/MAINTENANCE     | 112.06             |         |
| 32151        | 03/16/09   | 529.38       | 001128 | ALWAYS TOWING & RECOVERY, INC  |                    | 25929         | TOWING # 9809           | 529.38             |         |
| 32152        | 03/16/09   | 106.80       | T182   | ANDRADE, GERALD                |                    | 25944         | FEB/MAR 09 COBRA        | 106.80             |         |
| 32153        | 03/16/09   | 3,812.04     | 001B   | AT&T/MCI                       |                    | 25947         | JAN PHONES              | 3,812.04           |         |
| 32154        | 03/16/09   | 30.00        | 001676 | AUTOMOTIVE RESOURCES, INC.     |                    | 26000         | REV VEH PARTS           | 30.00              |         |
| 32155        | 03/16/09   | 1,949.36     | 664    | BAY COUNTIES PITCOCK PETROLEUM |                    | 25930         | FEB FUEL & LUBE         | 1,949.36           |         |
| 32156        | 03/16/09   | 23.69        | 123    | BAY PHOTO LAB                  |                    | 25910         | PHOTO PROCESS/PT        | 7.78               |         |
|              |            |              |        |                                |                    | 25911         | PHOTO PROCESS/PT        | 15.91              |         |
| 32157        | 03/16/09   | 774.00       | 011    | BEWLEYS CLEANING               | 7                  | 25878         | FEB JANITORIAL          | 774.00             |         |
| 32158        | 03/16/09   | 125.76       | 088    | BRULIN CORPORATION             |                    | 25949         | CLEANING SUPPLIES       | 125.76             |         |
| 32159        | 03/16/09   | 353.77       | 002627 | CDW GOVERNMENT, INC.           |                    | 25868         | ACER ASPIRE LAPTOP      | 353.77             |         |
| 32160        | 03/16/09   | 125.00       | 001113 | CLARKE, SUSAN                  | 7                  | 25974         | EXT BUS ANNOUN/AUDIT    | 125.00             |         |
| 32161        | 03/16/09   | 3,414.85     | 909    | CLASSIC GRAPHICS               |                    | 25941         | OUT RPR #9837           | 3,414.85           |         |
| 32162        | 03/16/09   | 10,930.88    | 001124 | CLEAN ENERGY                   |                    | 25896         | CREDIT MEMO             | -16,747.26         |         |
|              |            |              |        |                                |                    | 25904         | FEB LNG/FLEET           | 9,296.61           |         |
|              |            |              |        |                                |                    | 25905         | FEB LNG/FLEET           | 18,381.53          |         |
| 32163        | 03/16/09   | 36.04        | 075    | COAST PAPER & SUPPLY INC.      |                    | 25805         | CLEANING SUPPLIES       | 36.04              |         |
| 32164        | 03/16/09   | 28,456.31    | 002569 | COMERICA BANK                  |                    | 25869         | WORK COMP FUND          | 28,456.31          |         |
| 32165        | 03/16/09   | 6.72         | 002063 | COSTCO                         |                    | 26023         | PROTO PROCESS/OPS       | 6.72               |         |
| 32166        | 03/16/09   | 12.62        | 001025 | COUNTY OF SANTA CRUZ           |                    | 26020         | FEB LANDFILL            | 12.62              | VOIDED  |
| 32166        | 03/26/09   | -12.62       | 001025 | COUNTY OF SANTA CRUZ           |                    | 26020         | FEB LANDFILL            | -12.62             | **VOID  |
| 32167        | 03/16/09   | 777.79       | 504    | CUMMINS WEST, INC.             |                    | 25937         | ANNUAL REGISTRATION     | 405.00             |         |
|              |            |              |        |                                |                    | 25939         | REV VEH PARTS           | 220.09             |         |
|              |            |              |        |                                |                    | 25940         | REV VEH PARTS           | 152.70             |         |
| 32168        | 03/16/09   | 818.21       | 001000 | DAIMLER BUSES N. AMERICA INC.  |                    | 25931         | REV VEH PARTS           | 818.21             |         |
| 32169        | 03/16/09   | 1,807.51     | 001316 | DEVCO OIL                      |                    | 25992         | 2/16-2/28 FUEL/FLT      | 1,807.51           |         |
| 32170        | 03/16/09   | 18,075.86    | 085    | DIXON & SON TIRE, INC.         |                    | 26004         | FEB TIRES & TUBES       | 4,651.83           |         |
|              |            |              |        |                                |                    | 26005         | FEB TIRES & TUBES       | 8,434.22           |         |
|              |            |              |        |                                |                    | 26006         | FEB TIRES & TUBES       | 33.00              |         |
|              |            |              |        |                                |                    | 26007         | FEB TIRES & TUBES       | 15.00              |         |
|              |            |              |        |                                |                    | 26008         | FEB TIRES & TUBES       | 93.00              |         |
|              |            |              |        |                                |                    | 26009         | FEB TIRES & TUBES       | 130.20             |         |
|              |            |              |        |                                |                    | 26010         | FEB TIRES & TUBES       | 430.21             |         |
|              |            |              |        |                                |                    | 26011         | FEB TIRES & TUBES       | 464.50             |         |
|              |            |              |        |                                |                    | 26012         | FEB TIRES & TUBES       | 428.54             |         |
|              |            |              |        |                                |                    | 26013         | FEB TIRES & TUBES       | 3,262.85           |         |
|              |            |              |        |                                |                    | 26014         | FEB TIRES & TUBES       | 33.00              |         |
|              |            |              |        |                                |                    | 26015         | FEB TIRES & TUBES       | 99.51              |         |
| 32171        | 03/16/09   | 500.00       | 916    | DOCTORS ON DUTY                |                    | 25908         | JAN/FEB DRUG TESTS      | 500.00             |         |
| 32172        | 03/16/09   | 4,165.86     | 001492 | EVERGREEN OIL INC.             |                    | 25897         | HAZ WASTE DISP          | 45.00              |         |
|              |            |              |        |                                |                    | 25898         | HAZ WASTE DISP          | 98.36              |         |
|              |            |              |        |                                |                    | 25899         | HAZ WASTE DISP          | 535.00             |         |
|              |            |              |        |                                |                    | 25900         | HAZ WASTE DISP          | 82.50              |         |
|              |            |              |        |                                |                    | 25901         | HAZ WASTE DISP          | 2,620.50           |         |
|              |            |              |        |                                |                    | 25902         | HAZ WASTE DISP          | 784.50             |         |
| 32173        | 03/16/09   | 990.00       | 432    | EXPRESS EMPLOYMENT PROS        |                    | 25983         | TEMP/FAC W/E 2/28       | 990.00             |         |
| 32174        | 03/16/09   | 1,046.05     | 117    | GILLIG LLC                     |                    | 25936         | REV VEH PARTS           | 1,046.05           |         |

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| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 32175        | 03/16/09   | 396.46       | 711    | GLASS DOCTOR                   | 7           | 25883         | OUT RPR REV VEH         | 396.46             |         |
| 32176        | 03/16/09   | 41.01        | 546    | GRANITEROCK COMPANY            |             | 25950         | REPAIRS/MIANTENANCE     | 41.01              |         |
| 32177        | 03/16/09   | 476.35       | 001097 | GREENWASTE RECOVERY, INC.      |             | 25984         | FEB GARB/GREEN VLY      | 17.50              |         |
|              |            |              |        |                                |             | 25985         | FEB GARB/RESEARCH       | 210.52             |         |
|              |            |              |        |                                |             | 25986         | FEB GARB/MT HERMON      | 70.45              |         |
|              |            |              |        |                                |             | 25987         | FEB GARB/KINGS VLG      | 177.88             |         |
| 32178        | 03/16/09   | 2,850.00     | 001216 | HAMB, MAUREEN                  | 7           | 25951         | SITE WORK/TREE INV      | 2,850.00           |         |
| 32179        | 03/16/09   | 65,064.75    | 001035 | HARRIS & ASSOCIATES            |             | 25952         | PROF SVCS THRU 1/31     | 65,064.75          |         |
| 32180        | 03/16/09   | 109.18       | 166    | HOSE SHOP, THE                 |             | 25934         | REV VEH PARTS           | 43.88              |         |
|              |            |              |        |                                |             | 25935         | REV VEH PARTS           | 65.30              |         |
| 32181        | 03/16/09   | 41.00        | 215    | IKON OFFICE SOLUTIONS          |             | 26022         | COPIER TONER/ADM        | 41.00              |         |
| 32182        | 03/16/09   | 5.00         | T181   | KAPLAN, CHERI                  |             | 25945         | CHANGE MACHINE/MTC      | 5.00               |         |
| 32183        | 03/16/09   | 30.00        | 880    | LEXISNEXIS                     |             | 26018         | PROF/TECH SVC/RISK      | 30.00              |         |
| 32184        | 03/16/09   | 921.17       | 225    | MISSION PRINTERS               | 7           | 25915         | PRINT BUS PASSES        | 921.17             |         |
| 32185        | 03/16/09   | 798.93       | 041    | MISSION UNIFORM                |             | 25807         | UNIF/LAUNDRY/FAC        | 56.75              |         |
|              |            |              |        |                                |             | 25855         | UNIF/LAUNDRY/PT         | 34.38              |         |
|              |            |              |        |                                |             | 25917         | UNIF/LAUNDRY/FLT        | 43.26              |         |
|              |            |              |        |                                |             | 25918         | UNIF/LAUNDRY/FLT        | 40.80              |         |
|              |            |              |        |                                |             | 25919         | UNIF/LAUNDRY/FLT        | 132.11             |         |
|              |            |              |        |                                |             | 25920         | UNIF/LAUNDRY/FLT        | 163.84             |         |
|              |            |              |        |                                |             | 25921         | UNIF/LAUNDRY/FLT        | 90.38              |         |
|              |            |              |        |                                |             | 25922         | UNIF/LAUNDRY/FLT        | 155.16             |         |
|              |            |              |        |                                |             | 25923         | UNIF/LAUNDRY/FLT        | 43.26              |         |
|              |            |              |        |                                |             | 25924         | UNIF/LAUNDRY/FLT        | 38.99              |         |
| 32186        | 03/16/09   | 48.17        | 001711 | MOHAWK MFG. & SUPPLY CO.       |             | 25932         | REV VEH PARTS           | 48.17              |         |
| 32187        | 03/16/09   | 161.21       | 001454 | MONTEREY BAY OFFICE PRODUCTS   |             | 25954         | 4/1-6/30 COPIER/ADM     | 161.21             |         |
| 32188        | 03/16/09   | 14.97        | 288    | MUNCIE TRANSIT SUPPLY          |             | 26002         | REV VEH PARTS           | 14.97              |         |
| 32189        | 03/16/09   | 108.25       | 001002 | ORACLE CORPORATION             |             | 25564         | 12/1-2/28 SUPPORT       | 108.25             |         |
| 32190        | 03/16/09   | 9,281.90     | 009    | PACIFIC GAS & ELECTRIC         |             | 25955         | 1/27-2/26 138 GOLF      | 6,492.81           |         |
|              |            |              |        |                                |             | 25956         | 1/27-2/26 VERNON        | 864.64             |         |
|              |            |              |        |                                |             | 26019         | 1/30-3/2 PACIFIC        | 1,924.45           |         |
| 32191        | 03/16/09   | 241.50       | 481    | PIED PIPER EXTERMINATORS, INC. |             | 25959         | MAR PEST CONTROL        | 70.00              |         |
|              |            |              |        |                                |             | 25961         | JAN PEST CONTROL        | 48.50              |         |
|              |            |              |        |                                |             | 25962         | JAN PEST CONTROL        | 53.00              |         |
|              |            |              |        |                                |             | 25963         | JAN PEST CONTROL        | 70.00              |         |
| 32192        | 03/16/09   | 54.43        | 107A   | PROBUILD                       |             | 25806         | REPAIRS/MAINTENANCE     | 3.30               |         |
|              |            |              |        |                                |             | 25975         | CREDIT MEMO             | -2.51              |         |
|              |            |              |        |                                |             | 26001         | PARTS & SUPPLIES        | 53.64              |         |
| 32193        | 03/16/09   | 69,960.65    | 904    | RNL DESIGN                     |             | 25966         | SVCS THRU 11/30 MB      | 27,699.50          |         |
|              |            |              |        |                                |             | 25967         | SVCS THRU 11/30 MB      | 32,996.65          |         |
|              |            |              |        |                                |             | 25968         | SVCS THRU 11/30 MB      | 9,264.50           |         |
| 32194        | 03/16/09   | 662.97       | M030   | ROWE, RUBY                     |             | 26026         | MED PYMT SUPP           | 662.97             |         |
| 32195        | 03/16/09   | 9,676.63     | 966    | S.C. FUELS                     | 0           | 25906         | FEB DIESEL/FLEET        | 9,676.63           |         |
| 32196        | 03/16/09   | 405.87       | 001237 | SAN JOSE BLUEPRINT             |             | 25969         | SPECIFICATIONS/MB       | 405.87             |         |
| 32197        | 03/16/09   | 325.40       | 135    | SANTA CRUZ AUTO PARTS, INC.    |             | 25856         | REV VEH PARTS           | 186.62             |         |
|              |            |              |        |                                |             | 25925         | CLEANING SUPPLIES       | 51.99              |         |
|              |            |              |        |                                |             | 25926         | SMALL TOOL              | 22.05              |         |
|              |            |              |        |                                |             | 25927         | SAFETY SUPPLIES         | 6.25               |         |
|              |            |              |        |                                |             | 25928         | CLEANING SUPPLIES       | 58.49              |         |
| 32198        | 03/16/09   | 2,500.00     | 002267 | SHAW & YODER, INC.             |             | 25888         | FEB LEGISLATIVE SVCS    | 2,500.00           |         |

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|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 32199        | 03/16/09   | 3,480.00     | 002067 | SOIL CONTROL                   |             | 25879         | PROF/TECH SVCS          | 1,160.00           |         |
|              |            |              |        |                                |             | 25880         | PROF/TECH SVCS          | 1,160.00           |         |
|              |            |              |        |                                |             | 25881         | PROF/TECH SVCS          | 1,160.00           |         |
| 32200        | 03/16/09   | 989.69       | 001232 | SPECIALIZED AUTO AND           |             | 25852         | OUT RPR REV VEH         | 237.39             |         |
|              |            |              |        |                                |             | 25853         | OUT RPR REV VEH         | 192.19             |         |
|              |            |              |        |                                |             | 25854         | OUT RPR REV VEH         | 84.78              |         |
|              |            |              |        |                                |             | 25885         | OUT RPR REV VEH         | 475.33             |         |
| 32201        | 03/16/09   | 130.20       | 104    | STATE STEEL COMPANY            | 0           | 25933         | PARTS & SUPPLIES        | 130.20             |         |
| 32202        | 03/16/09   | 9,164.89     | 001648 | STEVE'S UNION SERVICE          |             | 25882         | FEB FUEL/PT             | 9,164.89           |         |
| 32203        | 03/16/09   | 2,707.41     | 002805 | TELEPATH CORPORATION           |             | 25938         | MAR MAINT/REPAIRS       | 2,707.41           |         |
| 32204        | 03/16/09   | 2,484.82     | 001800 | THERMO KING OF SALINAS, INC    |             | 25943         | REV VEH PARTS           | 2,484.82           |         |
| 32205        | 03/16/09   | 42.43        | 007    | UNITED PARCEL SERVICE          |             | 25991         | FRT OUT/FLT             | 42.43              |         |
| 32206        | 03/16/09   | 29,021.53    | 001239 | WALD, RUHNKE & DOST ARCHITECTS |             | 25970         | A&E SVCS/VERNON         | 29,021.53          |         |
| 32207        | 03/16/09   | 61.11        | 001223 | WATSONVILLE CADILLAC, BUICK,   |             | 25858         | REV VEH PARTS           | 61.11              |         |
| 32208        | 03/16/09   | 70.00        | 682    | WEISS, AMY L.                  | 7           | 25889         | FEB INTERPRETER         | 70.00              |         |
| 32209        | 03/16/09   | 293.14       | 436    | WEST PAYMENT CENTER            |             | 25971         | FEB ACCESS CHARGES      | 293.14             |         |
| 32210        | 03/16/09   | 933.11       | 001506 | WESTERN STATES OIL CO., INC.   |             | 25993         | FUELS & LUBE            | 933.11             |         |
| 32211        | 03/16/09   | 42.35        | 042    | WFCB-OSH COMMERCIAL SERVICES   |             | 25972         | REV VEH PARTS           | 42.35              |         |
| 32212        | 03/23/09   | 281.57       | 002876 | AA AUTO COLLISION CENTER       |             | 26028         | OUT RPR REV VEH         | 281.57             |         |
| 32213        | 03/23/09   | 64.46        | 020    | ADT SECURITY SERVICES INC.     |             | 26058         | APR ALARMS              | 64.46              |         |
| 32214        | 03/23/09   | 396.32       | 001    | AT&T                           |             | 26085         | MAR REPEATERS/OPS       | 396.32             |         |
| 32215        | 03/23/09   | 507.00       | 876    | ATCHISON, BARISONE, CONDOTTI & | 7           | 26157         | FEB LGL SVC/FRONT ST    | 507.00             |         |
| 32216        | 03/23/09   | 787.97       | 001856 | BAY COMMUNICATIONS             | 7           | 25948         | OUT RPR EQUIP           | 133.50             |         |
|              |            |              |        |                                |             | 26161         | OUT RPR EQUIP           | 200.25             |         |
|              |            |              |        |                                |             | 26162         | OUT RPR EQUIP           | 164.97             |         |
|              |            |              |        |                                |             | 26163         | OUT RPR EQUIP           | 289.25             |         |
| 32217        | 03/23/09   | 414.91       | 002189 | BUS & EQUIPMENT                |             | 26039         | REV VEH PARTS           | 81.34              |         |
|              |            |              |        |                                |             | 26040         | REV VEH PARTS           | 333.57             |         |
| 32218        | 03/23/09   | 20.00        | 014    | CABRILLO COLLEGE               |             | 26049         | JAN FINGERPRINTING      | 20.00              |         |
| 32219        | 03/23/09   | 258.95       | 002898 | CEB                            |             | 25909         | 09 CA UPDATE            | 258.95             |         |
| 32220        | 03/23/09   | 5,000.00     | 002346 | CHANEY, CAROLYN & ASSOC., INC. |             | 25887         | MAR LEGISLATIVE SVC     | 5,000.00           |         |
| 32221        | 03/23/09   | 21.89        | E312   | CHENG, FRANK                   |             | 26160         | COMPUTER/PRINTING       | 21.89              |         |
| 32222        | 03/23/09   | 2,640.00     | 001272 | CITY OF SANTA CRUZ - PLANNING  |             | 26155         | PERMIT REVISION/MB      | 2,640.00           |         |
| 32223        | 03/23/09   | 10.63        | 130    | CITY OF WATSONVILLE UTILITIES  |             | 26084         | 2/1-3/1 RODRIGUEZ       | 10.63              |         |
| 32224        | 03/23/09   | 1,492.55     | 909    | CLASSIC GRAPHICS               |             | 25942         | OUT RPR #9834           | 1,492.55           |         |
| 32225        | 03/23/09   | 59,791.03    | 001124 | CLEAN ENERGY                   |             | 26046         | FEB LNG/FLEET           | 36,805.97          |         |
|              |            |              |        |                                |             | 26100         | 3/3 LNG/FLT             | 7,271.67           |         |
|              |            |              |        |                                |             | 26101         | 3/5 LNG/FLT             | 6,973.95           |         |
|              |            |              |        |                                |             | 26102         | 3/8 LNG/FLT             | 8,739.44           |         |
| 32226        | 03/23/09   | 1,000.00     | 001084 | CLUTCH COURIERS                |             | 25891         | MAIL SVCS               | 1,000.00           |         |
| 32227        | 03/23/09   | 6,856.00     | 001250 | COASTWIDE ENVIRONMENTAL TECH   |             | 26133         | MATERIAL REMOVAL SVC    | 6,856.00           |         |
| 32228        | 03/23/09   | 147.51       | 001266 | COMCAST                        |             | 26159         | 3/8-4/7 1217 RIVER      | 147.51             |         |
| 32229        | 03/23/09   | 96.03        | 002063 | COSTCO                         |             | 26137         | OFFICE SUPPLY/MB        | 96.03              |         |
| 32230        | 03/23/09   | 273.58       | 001048 | CRUZ CAR WASH                  |             | 26088         | OUT RPR REV VEH         | 273.58             |         |
| 32231        | 03/23/09   | 465.30       | 504    | CUMMINS WEST, INC.             |             | 25998         | REV VEH PARTS           | 42.94              |         |
|              |            |              |        |                                |             | 25999         | REV VEH PARTS           | 422.36             |         |
| 32232        | 03/23/09   | 32.00        | 002567 | DEPARTMENT OF JUSTICE          |             | 26050         | FEB FINGERPRINTING      | 32.00              |         |
| 32233        | 03/23/09   | 2,018.57     | 001316 | DEVCO OIL                      |             | 26120         | MAR FUEL/FLT            | 2,018.57           |         |
| 32234        | 03/23/09   | 2,860.55     | 085    | DIXON & SON TIRE, INC.         |             | 26103         | FEB TIRES & TUBES       | 1,720.98           |         |
|              |            |              |        |                                |             | 26104         | FEB TIRES & TUBES       | 463.76             |         |

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|              |            |              |        |                                |             | 26105         | FEB TIRES & TUBES       | 642.81             |         |
|              |            |              |        |                                |             | 26106         | FEB TIRES & TUBES       | 33.00              |         |
| 32235        | 03/23/09   | 500.00       | 002862 | ECOLOGICAL CONCERNS INC.       |             | 26135         | WATER DRAINAGE/MB       | 500.00             |         |
| 32236        | 03/23/09   | 5,996.85     | 001246 | ENHANCE NETWORK COMMUNICATION  |             | 26047         | CONSULTING SVCS/IT      | 5,246.85           |         |
|              |            |              |        |                                |             | 26048         | ADDITIONAL RFP EVAL     | 750.00             |         |
| 32237        | 03/23/09   | 300.00       | 001492 | EVERGREEN OIL INC.             |             | 26097         | HAZ WASTE DISP          | 55.00              |         |
|              |            |              |        |                                |             | 26098         | HAZ WASTE DISP          | 245.00             |         |
| 32238        | 03/23/09   | 990.00       | 432    | EXPRESS EMPLOYMENT PROS        |             | 26065         | TEMP/FAC W/E 3/8        | 990.00             |         |
| 32239        | 03/23/09   | 103.31       | 001172 | FERGUSON ENTERPRISES INC.      |             | 25981         | REPAIRS/MAINTENANCE     | 103.31             |         |
| 32240        | 03/23/09   | 105.00       | 002295 | FIRST ALARM                    |             | 26093         | FEB PROF/TECH/PT        | 105.00             |         |
| 32241        | 03/23/09   | 89.87        | 510A   | HASLER, INC.                   |             | 26038         | APR EQUIP RENTAL/PT     | 41.04              |         |
|              |            |              |        |                                |             | 26132         | 4/1-4/30 RENTAL/ADM     | 48.83              |         |
| 32242        | 03/23/09   | 30,000.00    | 002116 | HINSHAW, EDWARD & BARBARA      | 7           | 26109         | RENT/370 ENCINAL        | 30,000.00          |         |
| 32243        | 03/23/09   | 15,308.20    | 002117 | IULIANO                        | 7           | 26107         | RENT/115 DUBOIS         | 3,271.61           |         |
|              |            |              |        |                                |             | 26108         | RENT/111 DUBOIS         | 12,036.59          |         |
| 32244        | 03/23/09   | 2,820.54     | 110    | JESSICA GROCERY STORE, INC.    |             | 26112         | MAR CUSTODIAL SVCS      | 2,820.54           |         |
| 32245        | 03/23/09   | 724.02       | 001233 | KIMBALL MIDWEST                |             | 26003         | REV VEH PARTS           | 325.43             |         |
|              |            |              |        |                                |             | 26121         | REV VEH PARTS           | 398.59             |         |
| 32246        | 03/23/09   | 196.00       | 001093 | KROLL LABORATORY SPECIALISTS   |             | 25907         | JAN/FEB DRUG TESTS      | 196.00             |         |
| 32247        | 03/23/09   | 355.69       | 001259 | LANSTREET.COM                  |             | 26131         | 3COM TRANCEIVER MOD     | 355.69             |         |
| 32248        | 03/23/09   | 16.00        | T184   | LEATHERS, CAITLIN              |             | 26154         | FAREBOX                 | 16.00              |         |
| 32249        | 03/23/09   | 1.00         | T186   | LOPEZ, MARK                    |             | 26165         | CHANGE MACHINE/MTC      | 1.00               |         |
| 32250        | 03/23/09   | 1,407.05     | 001119 | MACERICH PARTNERSHIP LP        | 7           | 26110         | RENT/CAPITOLA MALL      | 1,407.05           |         |
| 32251        | 03/23/09   | 54.99        | 041    | MISSION UNIFORM                |             | 25953         | UNIF/LAUNDRY/FAC        | 54.99              |         |
| 32252        | 03/23/09   | 13,453.07    | 001225 | NATIONAL SECURITY SERVICE      |             | 26146         | FEB SECURITY            | 4,173.60           |         |
|              |            |              |        |                                |             | 26147         | FEB SECURITY            | 2,784.25           |         |
|              |            |              |        |                                |             | 26148         | FEB SECURITY            | 1,739.00           |         |
|              |            |              |        |                                |             | 26149         | FEB SECURITY            | 1,480.00           |         |
|              |            |              |        |                                |             | 26150         | FEB SECURITY            | 3,276.22           |         |
| 32253        | 03/23/09   | 3,806.47     | 002721 | NEXTEL COMMUNICATIONS          |             | 26029         | PHONES/PT               | 1,466.06           |         |
|              |            |              |        |                                |             | 26054         | FEB PHONES/OPS          | 2,340.41           |         |
| 32254        | 03/23/09   | 14,842.00    | 001176 | NORTHSTAR, INC.                |             | 25982         | FEB MAINTENANCE         | 14,842.00          |         |
| 32255        | 03/23/09   | 2,110.52     | 009    | PACIFIC GAS & ELECTRIC         |             | 26059         | 2/5-3/6 KINGS VLG       | 28.15              |         |
|              |            |              |        |                                |             | 26068         | 1/08-3/06 KINGS VLG     | 2,061.66           |         |
|              |            |              |        |                                |             | 26158         | 1/27-2/26 1217 RIVER    | 20.71              |         |
| 32256        | 03/23/09   | 887.00       | 950    | PARADISE LANDSCAPE INC         | 0           | 25903         | MARCH MAINTENANCE       | 887.00             |         |
| 32257        | 03/23/09   | 424.00       | 481    | PIED PIPER EXTERMINATORS, INC. |             | 25957         | MAR PEST CONTROL        | 241.00             |         |
|              |            |              |        |                                |             | 25958         | MAR PEST CONTROL        | 183.00             |         |
| 32258        | 03/23/09   | 1,500.00     | 001221 | PITNEY BOWES-RESERVE ACCOUNT   |             | 26166         | POSTAGE/MTC             | 1,500.00           |         |
| 32259        | 03/23/09   | 146.48       | 050    | PITNEY BOWES INC.              |             | 25916         | 4/09-6/09 RENTAL/MTC    | 146.48             |         |
| 32260        | 03/23/09   | 96.59        | 107A   | PROBUILD                       |             | 25964         | REPAIRS/MAINTENANCE     | 24.38              |         |
|              |            |              |        |                                |             | 25965         | REPAIRS/MAINTENANCE     | 64.97              |         |
|              |            |              |        |                                |             | 25989         | REPAIRS/MAINTENANCE     | 7.24               |         |
| 32261        | 03/23/09   | 40.00        | E484   | RAMIREZ, MANUEL                |             | 26027         | DMV FEES                | 40.00              |         |
| 32262        | 03/23/09   | 131.58       | 045    | ROYAL WHOLESALE ELECTRIC       |             | 26060         | REPAIRS/MAINTENANCE     | 113.66             |         |
|              |            |              |        |                                |             | 26082         | REPAIRS/MAINTENANCE     | 17.92              |         |
| 32263        | 03/23/09   | 1,740.24     | 001237 | SAN JOSE BLUEPRINT             |             | 26136         | FEB PROF SVCS/MB        | 1,740.24           |         |
| 32264        | 03/23/09   | 655.00       | 002700 | SANTA CRUZ COUNTY              |             | 26066         | HEALTH PERMIT/DUBOIS    | 655.00             |         |
| 32265        | 03/23/09   | 236.84       | 079    | SANTA CRUZ MUNICIPAL UTILITIES |             | 26156         | 1/17-2/13 1217 RIVER    | 236.84             |         |
| 32266        | 03/23/09   | 505.19       | 149    | SANTA CRUZ SENTINEL            | 0           | 26053         | CLASSIFIED ADS/FIN      | 247.38             |         |

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| 32267        | 03/23/09   | 1,438.67     | 977    | SANTA CRUZ TRANSPORTATION, LLC  | 7           | 26138         | PUB NOTICE ADM 2/12     | 257.81             |         |
| 32268        | 03/23/09   | 32.05        | R548   | SAYLER LEGAL SERVICES, INC.     |             | 26044         | FEB PT SVCS             | 1,438.67           |         |
| 32269        | 03/23/09   | 42.00        | T185   | SHINE, SHIRLEY                  |             | 26045         | PROF/TECH/RISK          | 32.05              |         |
| 32270        | 03/23/09   | 12,116.23    | 001075 | SOQUEL III ASSOCIATES           | 7           | 26164         | REFUND 14 PT COUPONS    | 42.00              |         |
| 32271        | 03/23/09   | 1,108.45     | 001232 | SPECIALIZED AUTO AND            |             | 26111         | RENT/RESEARCH PARK      | 12,116.23          |         |
|              |            |              |        |                                 |             | 25884         | OUT RPR REV VEH         | 297.18             |         |
|              |            |              |        |                                 |             | 25913         | OUT RPR REV VEH         | 468.62             |         |
| 32272        | 03/23/09   | 76.28        | 001976 | SPORTWORKS NORTHWEST, INC.      |             | 26034         | OUT RPR REV VEH         | 342.65             |         |
| 32273        | 03/23/09   | 1,229.12     | 002805 | TELEPATH CORPORATION            |             | 26115         | REV VEH PARTS           | 76.28              |         |
|              |            |              |        |                                 |             | 26125         | JAN EQUIP REPAIR        | 182.56             |         |
|              |            |              |        |                                 |             | 26126         | JAN EQUIP REPAIR        | 175.00             |         |
|              |            |              |        |                                 |             | 26127         | JAN EQUIP REPAIR        | 689.05             |         |
| 32274        | 03/23/09   | 150.00       | 001165 | THANH N. VU MD                  | 7           | 26128         | JAN EQUIP REPAIR        | 182.51             |         |
|              |            |              |        |                                 |             | 26113         | FEB MEDICAL EXAM        | 75.00              |         |
|              |            |              |        |                                 |             | 26114         | FEB MEDICAL EXAM        | 75.00              |         |
| 32275        | 03/23/09   | 4,984.50     | 970    | THE MECHANICS BANK              |             | 26130         | NOV RETAINAGE/MB        | 4,984.50           |         |
| 32276        | 03/23/09   | 6,093.12     | 057    | U.S. BANK                       |             | 26151         | 4246044555645971        | 3,624.41           |         |
|              |            |              |        |                                 |             | 26152         | 4246044555645971        | 710.71             |         |
|              |            |              |        |                                 |             | 26153         | 4246044555645971        | 1,758.00           |         |
| 32277        | 03/23/09   | 153.03       | 001251 | VERIZON BUSINESS SERVICES, INC. |             | 26061         | FEB PHONES              | 10.08              |         |
|              |            |              |        |                                 |             | 26062         | FEB PHONES              | 0.05               |         |
|              |            |              |        |                                 |             | 26063         | FEB PHONES              | 0.03               |         |
|              |            |              |        |                                 |             | 26064         | FEB PHONES              | 0.09               |         |
|              |            |              |        |                                 |             | 26069         | FEB PHONES              | 1.31               |         |
|              |            |              |        |                                 |             | 26070         | FEB PHONES              | 1.65               |         |
|              |            |              |        |                                 |             | 26071         | FEB PHONES              | 23.14              |         |
|              |            |              |        |                                 |             | 26072         | FEB PHONES              | 2.30               |         |
|              |            |              |        |                                 |             | 26073         | FEB PHONES              | 0.51               |         |
|              |            |              |        |                                 |             | 26074         | FEB PHONES              | 0.05               |         |
|              |            |              |        |                                 |             | 26075         | FEB PHONES              | 3.39               |         |
|              |            |              |        |                                 |             | 26076         | FEB PHONES              | 0.06               |         |
|              |            |              |        |                                 |             | 26077         | FEB PHONES              | 9.75               |         |
|              |            |              |        |                                 |             | 26078         | FEB PHONES              | 54.07              |         |
|              |            |              |        |                                 |             | 26079         | FEB PHONES              | 4.35               |         |
|              |            |              |        |                                 |             | 26080         | FEB PHONES              | 0.09               |         |
|              |            |              |        |                                 |             | 26081         | FEB PHONES              | 42.11              |         |
| 32278        | 03/23/09   | 5,102.36     | 001083 | WATSONVILLE TRANSPORTATION, INC |             | 26043         | FEB PT SVCS             | 5,102.36           |         |
| 32279        | 03/23/09   | 44,860.50    | 002887 | WEST BAY BUILDERS, INC.         |             | 26129         | CONST SVC MB 11/30      | 44,860.50          |         |
| 32280        | 03/23/09   | 25.30        | 186    | WILSON, GEORGE H., INC.         |             | 25990         | REPAIRS/MAINTENANCE     | 25.30              |         |
| 32281        | 03/24/09   | 659.00       | 080    | STATE BOARD OF EQUALIZATION     |             | 26235         | FEB USE TAX PREPAY      | 659.00             | MANUAL  |
|              |            |              |        |                                 |             |               | FEB USE TAX PREPAY      |                    |         |
| 32282        | 03/30/09   | 475.04       | 001263 | ABBOTT STREET RADIATOR, INC.    |             | 26253         | OUT RPR REV VEH         | 475.04             |         |
| 32283        | 03/30/09   | 289.18       | 020    | ADT SECURITY SERVICES INC.      |             | 26178         | APR ALARMS              | 45.05              |         |
|              |            |              |        |                                 |             | 26179         | APR ALARMS              | 61.90              |         |
|              |            |              |        |                                 |             | 26180         | APR ALARMS              | 49.23              |         |
|              |            |              |        |                                 |             | 26181         | APR ALARMS              | 49.23              |         |
|              |            |              |        |                                 |             | 26182         | APR ALARMS              | 83.77              |         |
| 32284        | 03/30/09   | 85.08        | 001    | AT&T                            |             | 26173         | REPEATER/OPS            | 85.08              |         |
| 32285        | 03/30/09   | 56.06        | M033   | BAILEY, NEIL                    | 0           | 26185         | MED PYMT SUPP           | 56.06              |         |
| 32286        | 03/30/09   | 20.00        | T183   | BUSCOMBE, DANIEL                |             | 26261         | CHANGE MACHINE/MTC      | 20.00              |         |

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|--------------|------------|--------------|--------|-------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 32287        | 03/30/09   | 453,568.68   | 502    | CA PUBLIC EMPLOYEES'          |             | 26183         | APR MEDICAL INS         | 453,568.68         |         |
| 32288        | 03/30/09   | 56.06        | M022   | CAPELLA, KATHLEEN             | 0           | 26199         | MED PYMT SUPP           | 56.06              |         |
| 32289        | 03/30/09   | 28.03        | M073   | CENTER, DOUG                  | 0           | 26206         | MED PYMT SUPP           | 28.03              |         |
| 32290        | 03/30/09   | 28.03        | M036   | CERVANTES, GLORIA             | 0           | 26186         | MED PYMT SUPP           | 28.03              |         |
| 32291        | 03/30/09   | 183.75       | E312   | CHENG, FRANK                  |             | 26184         | DEC-FEB INTERNET SVC    | 183.75             |         |
| 32292        | 03/30/09   | 12.62        | 001346 | CITY OF SANTA CRUZ            |             | 26294         | FEB LANDFILL            | 12.62              |         |
| 32293        | 03/30/09   | 1,931.29     | 130    | CITY OF WATSONVILLE UTILITIES |             | 26240         | GARBAGE/WTC             | 1,443.56           |         |
|              |            |              |        |                               |             | 26241         | 1/6-3/3 RODRIGUEZ       | 47.87              |         |
|              |            |              |        |                               |             | 26242         | 1/6-3/3 RODRIGUEZ       | 66.78              |         |
|              |            |              |        |                               |             | 26243         | 1/30-3/3 RODRIGUEZ      | 373.08             |         |
| 32294        | 03/30/09   | 125.00       | 001113 | CLARKE, SUSAN                 | 7           | 26141         | EXT BUS ANNOUN/AUDIT    | 125.00             |         |
| 32295        | 03/30/09   | 13,580.27    | 001124 | CLEAN ENERGY                  |             | 26255         | 3/10 LNG/FLT            | 6,162.45           |         |
|              |            |              |        |                               |             | 26256         | 3/12 LNG/FLT            | 7,417.82           |         |
| 32296        | 03/30/09   | 300.00       | 002448 | CLEAR VIEW, LLC               | 0           | 26238         | WINDOWS/WTC             | 300.00             |         |
| 32297        | 03/30/09   | 115.53       | 075    | COAST PAPER & SUPPLY INC.     |             | 26233         | CLEANING SUPPLIES       | 115.53             |         |
| 32298        | 03/30/09   | 37.16        | 002063 | COSTCO                        |             | 25973         | PHOTO PROCESS/OPS       | 5.58               |         |
|              |            |              |        |                               |             | 26024         | PHOTO PROCESS/OPS       | 7.59               |         |
|              |            |              |        |                               |             | 26025         | PHOTO PROCESS/OPS       | 3.72               |         |
|              |            |              |        |                               |             | 26134         | LOCAL MTG EXP 3/13      | 20.27              |         |
| 32299        | 03/30/09   | 28.03        | M092   | CRAWFORD, TERRI               | 0           | 26207         | MED PYMT SUPP           | 28.03              |         |
| 32300        | 03/30/09   | 996.49       | 504    | CUMMINS WEST, INC.            |             | 26123         | REV VEH PARTS           | 996.49             |         |
| 32301        | 03/30/09   | 28.03        | M039   | DAVILA, ANA MARIA             | 0           | 26187         | MED PYMT SUPP           | 28.03              |         |
| 32302        | 03/30/09   | 833.73       | 085    | DIXON & SON TIRE, INC.        |             | 26041         | MAR TIRES & TUBES/PT    | 724.35             |         |
|              |            |              |        |                               |             | 26089         | MAR TIRES & TUBES/PT    | 109.38             |         |
| 32303        | 03/30/09   | 28.03        | M096   | DRAKE, JUDITH                 | 0           | 26208         | MED PYMT SUPP           | 28.03              |         |
| 32304        | 03/30/09   | 990.00       | 432    | EXPRESS EMPLOYMENT PROS       |             | 26219         | TEMP/FAC W/E 3/15       | 990.00             |         |
| 32305        | 03/30/09   | 371.21       | 372    | FEDERAL EXPRESS               |             | 26251         | ROSSBRO SHIPPING        | 108.81             |         |
|              |            |              |        |                               |             | 26295         | MAR SHIPPING            | 262.40             |         |
| 32306        | 03/30/09   | 28.03        | M099   | FIKE, LOUIS                   | 0           | 26209         | MED PYMT SUPP           | 28.03              |         |
| 32307        | 03/30/09   | 67.46        | M074   | GABRIELE, BERNARD             | 0           | 26210         | MED PYMT SUPP           | 67.46              |         |
| 32308        | 03/30/09   | 28.03        | M040   | GARBEZ, LINDA                 | 0           | 26188         | MED PYMT SUPP           | 28.03              |         |
| 32309        | 03/30/09   | 56.06        | M100   | GARCIA, SANTIAGO              | 0           | 26189         | MED PYMT SUPP           | 56.06              |         |
| 32310        | 03/30/09   | 28.03        | M101   | GOES, ALAN                    | 0           | 26211         | MED PYMT SUPP           | 28.03              |         |
| 32311        | 03/30/09   | 56.06        | M041   | GOUVEIA, ROBERT               | 0           | 26190         | MED PYMT SUPP           | 56.06              |         |
| 32312        | 03/30/09   | 72.94        | M081   | HALL, JAMES                   | 0           | 26191         | MED PYMT SUPP           | 72.94              |         |
| 32313        | 03/30/09   | 61,810.00    | 001035 | HARRIS & ASSOCIATES           |             | 26264         | PROF SVCS THRU 2/28     | 61,810.00          |         |
| 32314        | 03/30/09   | 74.42        | 405    | JOHN'S ELECTRIC MOTOR SVC     | 7           | 26055         | OUT RPR BLDG MAINT      | 74.42              |         |
| 32315        | 03/30/09   | 3,900.00     | 001254 | JOS. J. ALBANESE, INC.        |             | 26094         | BUS STOP IMPROVEMENT    | 3,900.00           |         |
| 32316        | 03/30/09   | 28.03        | M104   | JUSSEL, PETE                  | 0           | 26212         | MED PYMT SUPP           | 28.03              |         |
| 32317        | 03/30/09   | 246.99       | M061   | KAMEDA, TERRY                 | 0           | 26200         | MED PYMT SUPP           | 246.99             |         |
| 32318        | 03/30/09   | 12.22        | 1117   | KELLEY'S SERVICE INC.         |             | 26259         | REV VEH PARTS           | 12.22              |         |
| 32319        | 03/30/09   | 16.47        | 074    | KENVILLE LOCKSMITHS           | 7           | 26267         | KNOX BOX KEY            | 16.47              |         |
| 32320        | 03/30/09   | 407.54       | 039    | KINKO'S INC.                  |             | 26067         | PRINTING/MTC            | 407.54             |         |
| 32321        | 03/30/09   | 1,005.00     | 852    | LAW OFFICES OF MARIE F. SANG  | 7           | 26175         | WORKERS COMP CLAIM      | 855.00             |         |
|              |            |              |        |                               |             | 26176         | WORKERS COMP CLAIM      | 30.00              |         |
|              |            |              |        |                               |             | 26177         | WORKERS COMP CLAIM      | 120.00             |         |
| 32322        | 03/30/09   | 39.00        | E117   | LIPPERD, SANDRA               |             | 26228         | DMV FEES                | 39.00              |         |
| 32323        | 03/30/09   | 21.40        | 001936 | MCI                           |             | 26220         | FEB PHONES              | 21.40              |         |
| 32324        | 03/30/09   | 425.68       | 041    | MISSION UNIFORM               |             | 25994         | UNIF/LAUNDRY/FLT        | 95.23              |         |
|              |            |              |        |                               |             | 25995         | UNIF/LAUNDRY/FLT        | 162.88             |         |

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

DATE: 03/01/09 THRU 03/31/09

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                    | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
|              |            |              |        |                                |             | 25996         | UNIF/LAUNDRY/FLT        | 43.26              |         |
|              |            |              |        |                                |             | 25997         | UNIF/LAUNDRY/FLT        | 32.19              |         |
|              |            |              |        |                                |             | 26092         | UNIF/LAUNDRY/PT         | 35.42              |         |
|              |            |              |        |                                |             | 26172         | UNIF/LAUNDRY/FAC        | 56.70              |         |
| 32325        | 03/30/09   | 545.40       | 001757 | MOUNTAIN SERVICE COMPANY       | 7           | 26168         | FEB SVC/RESEARCH        | 545.40             |         |
| 32326        | 03/30/09   | 28.03        | M050   | O'MARA, KATHLEEN               | 0           | 26192         | MED PYMT SUPP           | 28.03              |         |
| 32327        | 03/30/09   | 47,943.25    | 001080 | OCTAGON RISK SERVICES, INC.    |             | 26174         | NOV-JAN ADM FEE         | 47,943.25          |         |
| 32328        | 03/30/09   | 1,078.07     | 009    | PACIFIC GAS & ELECTRIC         |             | 26169         | 2/10-3/11 RESEARCH      | 1,078.07           |         |
| 32329        | 03/30/09   | 66.76        | 043    | PALACE ART & OFFICE SUPPLY     |             | 25912         | CREDIT MEMO             | -25.51             |         |
|              |            |              |        |                                |             | 25914         | OFFICE SUPPLY/PT        | 25.51              |         |
|              |            |              |        |                                |             | 26051         | OFFICE SUPPLY/MTC       | 36.86              |         |
|              |            |              |        |                                |             | 26140         | OFFICE SUPPLY/OPS       | 29.90              |         |
| 32330        | 03/30/09   | 217.29       | M057   | PARHAM, WALLACE                | 0           | 26201         | MED PYMT SUPP           | 217.29             |         |
| 32331        | 03/30/09   | 28.03        | M109   | PEREZ, CHERYL                  |             | 26193         | MED PYMT SUPP           | 28.03              |         |
| 32332        | 03/30/09   | 180.17       | M064   | PETERS, TERRIE                 | 0           | 26202         | MED PYMT SUPP           | 180.17             |         |
| 32333        | 03/30/09   | 28.03        | M070   | PICARELLA, FRANCIS             | 0           | 26203         | MED PYMT SUPP           | 28.03              |         |
| 32334        | 03/30/09   | 150.00       | 481    | PIED PIPER EXTERMINATORS, INC. |             | 26229         | MAR PEST CONTROL        | 48.50              |         |
|              |            |              |        |                                |             | 26230         | MAR PEST CONTROL        | 53.00              |         |
|              |            |              |        |                                |             | 26231         | MAR PEST CONTROL        | 48.50              |         |
| 32335        | 03/30/09   | 28.03        | M117   | POLANCO, ANDRES                |             | 26213         | MED PYMT SUPP           | 28.03              |         |
| 32336        | 03/30/09   | 217.29       | M058   | POTEETE, BEVERLY               | 0           | 26204         | MED PYMT SUPP           | 217.29             |         |
| 32337        | 03/30/09   | 585.90       | 156    | PRINT GALLERY, THE             |             | 26052         | PRINTING/MTC            | 585.90             |         |
| 32338        | 03/30/09   | 129.66       | 107A   | PROBUILD                       |             | 25976         | REPAIRS/MAINTENANCE     | 2.51               |         |
|              |            |              |        |                                |             | 25977         | REPAIRS/MAINTENANCE     | 4.92               |         |
|              |            |              |        |                                |             | 25978         | REPAIRS/MAINTENANCE     | 9.50               |         |
|              |            |              |        |                                |             | 25979         | REPAIRS/MAINTENANCE     | 10.42              |         |
|              |            |              |        |                                |             | 25980         | REPAIRS/MAINTENANCE     | 19.95              |         |
|              |            |              |        |                                |             | 25988         | REPAIRS/MAINTENANCE     | 77.49              |         |
|              |            |              |        |                                |             | 26056         | REPAIRS/MAINTENANCE     | 4.87               |         |
| 32339        | 03/30/09   | 507.00       | 592    | R & S ERECTION OF              |             | 26239         | SVC/DOOR REPAIR         | 507.00             |         |
| 32340        | 03/30/09   | 2,511.41     | 001269 | RAY'S UPHOLSTERY               | 7           | 26270         | OUT RPR REV VEH         | 1,569.63           |         |
|              |            |              |        |                                |             | 26271         | OUT RPR REV VEH         | 941.78             |         |
| 32341        | 03/30/09   | 40,844.00    | 904    | RNL DESIGN                     |             | 26262         | SVCS THRU 12/31 MB      | 6,732.50           |         |
|              |            |              |        |                                |             | 26263         | SVCS THRU 12/31 MB      | 34,111.50          |         |
| 32342        | 03/30/09   | 56.06        | M085   | ROSSI, DENISE                  | 0           | 26194         | MED PYMT SUPP           | 56.06              |         |
| 32343        | 03/30/09   | 28.03        | M030   | ROWE, RUBY                     |             | 26195         | MED PYMT SUPP           | 28.03              |         |
| 32344        | 03/30/09   | 116.51       | 045    | ROYAL WHOLESALE ELECTRIC       |             | 26218         | REPAIRS/MAINTENANCE     | 116.51             |         |
| 32345        | 03/30/09   | 10,235.00    | 966    | S.C. FUELS                     | 0           | 26122         | MAR DIESEL/FLT          | 10,235.00          |         |
| 32346        | 03/30/09   | 156.25       | 681    | SCOTTS BODY SHOP               | 7           | 26254         | OUT RPR OTH VEH         | 156.25             |         |
| 32347        | 03/30/09   | 526.00       | 097    | SCOTTS VALLY BANNER/           |             | 26016         | CLASS ADV FOR SVTC      | 263.00             |         |
|              |            |              |        |                                |             | 26017         | CLASS ADV FOR SVTC      | 263.00             |         |
| 32348        | 03/30/09   | 156.17       | M010   | SHORT, SLOAN                   | 0           | 26205         | MED PYMT SUPP           | 156.17             |         |
| 32349        | 03/30/09   | 28.03        | M112   | SILVA, EDUARDO                 | 0           | 26214         | MED PYMT SUPP           | 28.03              |         |
| 32350        | 03/30/09   | 56.06        | M054   | SLOAN, FRANCIS                 | 0           | 26196         | MED PYMT SUPP           | 56.06              |         |
| 32351        | 03/30/09   | 944.47       | 001232 | SPECIALIZED AUTO AND           |             | 26035         | OUT RPR REV VEH         | 187.87             |         |
|              |            |              |        |                                |             | 26036         | OUT RPR REV VEH         | 192.19             |         |
|              |            |              |        |                                |             | 26037         | OUT RPR REV VEH         | 195.99             |         |
|              |            |              |        |                                |             | 26087         | OUT RPR REV VEH         | 368.42             |         |
| 32352        | 03/30/09   | 1,458.20     | 002871 | STATE ELECTRIC GENERATOR       |             | 26086         | REP GENERATOR/PT        | 1,458.20           |         |
| 32353        | 03/30/09   | 300.00       | 001165 | THANH N. VU MD                 | 7           | 26142         | MEDICAL EXAM            | 75.00              |         |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME                     | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT      |
|--------------|------------|--------------|--------|---------------------------------|-------------|---------------|-------------------------|--------------------|--------------|
|              |            |              |        |                                 |             | 26143         | MEDICAL EXAM            | 75.00              |              |
|              |            |              |        |                                 |             | 26144         | MEDICAL EXAM            | 75.00              |              |
|              |            |              |        |                                 |             | 26145         | MEDICAL EXAM            | 75.00              |              |
| 32354        | 03/30/09   | 418.50       | 001752 | THOMPSON PUBLISHING GROUP, INC. |             | 26260         | FMLA HANDBOOK           | 418.50             |              |
| 32355        | 03/30/09   | 28.03        | M086   | TOLINE, DONALD                  | 0           | 26197         | MED PYMT SUPP           | 28.03              |              |
| 32356        | 03/30/09   | 10.83        | 946    | UNITED SITE SERVICES            |             | 26225         | MAR FENCE RENT/DUB      | 10.83              |              |
| 32357        | 03/30/09   | 468.26       | 221    | VEHICLE MAINTENANCE PROGRAM     |             | 26124         | REV VEH PARTS           | 468.26             |              |
| 32358        | 03/30/09   | 100.82       | 434    | VERIZON WIRELESS                | 0           | 26249         | PC CARDS/ADMIN          | 100.82             |              |
| 32359        | 03/30/09   | 11,330.00    | 001043 | VISION SERVICE PLAN             |             | 26232         | APR VISION INS          | 11,330.00          |              |
| 32360        | 03/30/09   | 217.29       | M076   | VONWAL, YVETTE                  | 0           | 26215         | MED PYMT SUPP           | 217.29             |              |
| 32361        | 03/30/09   | 4,205.22     | 001223 | WATSONVILLE CADILLAC, BUICK,    |             | 26030         | REV VEH PARTS           | 342.60             |              |
|              |            |              |        |                                 |             | 26031         | REV VEH PARTS           | 490.21             |              |
|              |            |              |        |                                 |             | 26032         | CREDIT MEMO             | -53.15             |              |
|              |            |              |        |                                 |             | 26033         | REV VEH PARTS           | 109.44             |              |
|              |            |              |        |                                 |             | 26042         | OUT RPR REV VEH         | 2,974.95           |              |
|              |            |              |        |                                 |             | 26090         | REV VEH PARTS           | 481.52             |              |
|              |            |              |        |                                 |             | 26269         | CREDIT MEMO             | -140.35            |              |
| 32362        | 03/30/09   | 28.03        | M088   | YAGI, RANDY                     | 0           | 26198         | MED PYMT SUPP           | 28.03              |              |
| TOTAL        |            | 2,644,999.53 |        | ACCOUNTS PAYABLE                |             |               | TOTAL CHECKS            | 371                | 2,644,999.53 |

5-1.15

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager   
**SUBJECT:** MONTHLY BUDGET STATUS REPORTS FOR FEBRUARY 2009.

## I. RECOMMENDED ACTION

**That the Board of Directors accept and file the budget status reports for the month of February 2009.**

## II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of February 2009 were \$336K or 14 % under the amount of revenue expected for February 2009.
- **Consolidated Operating Expenses** for the month of February 2009 were \$616K or 19 % under budget.
- **Capital Budget** spending year to date through February 2009 was \$11,457K or 38 % of the Capital budget.

## III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of the District's FY09 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed 67%.

5-2.1

**A. Operating Revenue**

For the month of February 2009 revenue was \$336K or 14 % under the amount of revenue expected for the month. Revenue variances are explained in the notes at the end of the revenue report.

**B. Operating Expense by Department**

Total Operating Expenses by Department for the month of February 2009 were \$616K or 19 % under budget; 1 % over where we were in FY08. Majority of the variance is due to lower than anticipated Personnel expenses in Bus Operators and Paratransit Program, Rev Vehicle Parts and Fuel & Lube Rev Vehicles expenses in Fleet.

**C. Consolidated Operating Expenses**

Consolidated Operating Expenses for the month of February 2009 were \$616K or 19 % under budget. Personnel Expenses, Prof & Tech Fees, Rev Vehicle Parts and Fuels & Lube Rev Veh all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

**D. Capital Budget**

Capital Budget spending year to date through February 2009 was \$11,457K or 38 % of the Capital budget. Of this, \$3,506K has been spent of the MetroBase Maintenance Facility project, \$3,567K has been spent on the Local Bus Replacement , \$1,383K has been spent on the CNG Bus Conversions, and \$2,359K has been spent on the H17 Bus Replacement project.

**IV. FINANCIAL CONSIDERATIONS**

At this time, our Operating and Capital Budget are within tolerable variances.

**IV. ATTACHMENTS**

**Attachment A:** FY09 Operating Revenue for the month ending – 02/28/09  
FY09 Operating Expenses by Department for the month ending – 02/28/09  
FY09 Consolidated Operating Expenses for the month ending – 02/28/09  
FY09 Capital Budget Reports for the month ending – 02/28/09

Prepared by: Kristina Mihaylova

5-2.2



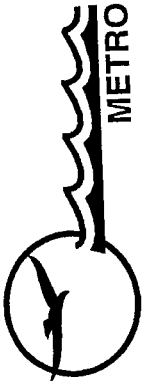
**FY09**  
**Operating Revenue**  
 For the month ending - February 28, 2009

Percent of Year Elapsed - 67%

| Revenue Source                      | Current Period      |                     |                     |             | Notes | Year to Date         |                      |                     |            | YTD Year Over Year Comparison |                      |                       |             |
|-------------------------------------|---------------------|---------------------|---------------------|-------------|-------|----------------------|----------------------|---------------------|------------|-------------------------------|----------------------|-----------------------|-------------|
|                                     | Actual              | Budget              | \$ Var              | % Var       |       | Actual               | Budget               | \$ Var              | % Var      | Actual                        | FY09                 | FY08                  | \$ Var      |
| Passenger Fares                     | \$ 235,468          | \$ 286,159          | \$ (50,691)         | -18%        |       | \$ 2,228,111         | \$ 2,326,444         | \$ (98,333)         | -4%        | \$ 2,228,111                  | \$ 2,318,603         | \$ (90,492)           | -4%         |
| Paratransit Fares                   | \$ 21,093           | \$ 14,973           | \$ 6,120            | 41%         |       | \$ 235,857           | \$ 211,572           | \$ 24,285           | 11%        | \$ 235,857                    | \$ 150,479           | \$ 85,378             | 57%         |
| Special Transit Fares               | \$ 383,708          | \$ 334,745          | \$ 48,963           | 15%         |       | \$ 2,256,123         | \$ 2,214,933         | \$ 41,190           | 2%         | \$ 2,256,123                  | \$ 1,886,750         | \$ 369,373            | 20%         |
| Highway 17 Fares                    | \$ 87,533           | \$ 71,419           | \$ 16,114           | 23%         |       | \$ 697,078           | \$ 623,662           | \$ 73,416           | 12%        | \$ 697,078                    | \$ 550,432           | \$ 146,646            | 27%         |
| Highway 17 Payments                 | \$ 31,797           | \$ 47,747           | \$ (15,950)         | -33%        |       | \$ 284,312           | \$ 335,571           | \$ (51,259)         | -15%       | \$ 284,312                    | \$ 330,606           | \$ (46,294)           | -14%        |
| <b>Subtotal Passenger Revenue</b>   | <b>\$ 759,599</b>   | <b>\$ 755,043</b>   | <b>\$ 4,556</b>     | <b>1%</b>   |       | <b>\$ 5,701,481</b>  | <b>\$ 5,712,182</b>  | <b>\$ (10,701)</b>  | <b>0%</b>  | <b>\$ 5,701,481</b>           | <b>\$ 5,236,870</b>  | <b>\$ 464,611</b>     | <b>9%</b>   |
| Commissions                         | \$ 1,309            | \$ 413              | \$ 896              | 217%        |       | \$ 4,522             | \$ 3,299             | \$ 1,223            | 37%        | \$ 4,522                      | \$ 3,262             | \$ 1,260              | 39%         |
| Advertising Income                  | \$ 7,788            | \$ 7,105            | \$ 683              | 10%         | 1     | \$ 94,859            | \$ 56,840            | \$ 38,019           | 67%        | \$ 94,859                     | \$ 181,675           | \$ (86,816)           | -48%        |
| Rent Income - SC Pacific Station    | \$ 7,598            | \$ 7,512            | \$ 86               | 1%          |       | \$ 59,996            | \$ 59,910            | \$ 86               | 0%         | \$ 59,996                     | \$ 52,290            | \$ 7,706              | 15%         |
| Rent Income - Watsonville TC        | \$ 2,855            | \$ 2,821            | \$ 34               | 1%          |       | \$ 25,296            | \$ 25,200            | \$ 96               | 0%         | \$ 25,296                     | \$ 29,092            | \$ (3,796)            | -13%        |
| Rent Income - General               | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 12,659            | \$ -                 | \$ 12,659           | 100%       | \$ 12,659                     | \$ -                 | \$ 12,659             | 100%        |
| Interest Income                     | \$ 27,760           | \$ 22,975           | \$ 4,785            | 21%         | 2     | \$ 301,273           | \$ 213,087           | \$ 88,186           | 41%        | \$ 301,273                    | \$ 727,075           | \$ (425,802)          | -59%        |
| Other Non-Transp Revenue            | \$ 151              | \$ 416              | \$ (265)            | -64%        |       | \$ 4,744             | \$ 3,335             | \$ 1,409            | 42%        | \$ 4,744                      | \$ 127,756           | \$ (123,012)          | -96%        |
| Sales Tax Revenue                   | \$ 1,303,500        | \$ 1,663,933        | \$ (360,433)        | -22%        | 3     | \$ 11,160,096        | \$ 11,558,437        | \$ (398,341)        | -3%        | \$ 11,160,096                 | \$ 11,889,557        | \$ (729,461)          | -6%         |
| Transp Dev Act (TDA) - Op Asst      | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 2,989,232         | \$ 2,989,232         | \$ -                | 0%         | \$ 2,989,232                  | \$ 3,181,018         | \$ (191,786)          | -6%         |
| <b>Subtotal Other Revenue</b>       | <b>\$ 1,350,961</b> | <b>\$ 1,705,175</b> | <b>\$ (354,214)</b> | <b>-21%</b> |       | <b>\$ 14,652,677</b> | <b>\$ 14,909,340</b> | <b>\$ (256,663)</b> | <b>-2%</b> | <b>\$ 14,652,677</b>          | <b>\$ 16,191,725</b> | <b>\$ (1,539,048)</b> | <b>-10%</b> |
| FTA Sec 5307 - Op Asst              | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 3,426,293         | \$ 3,426,293         | \$ -                | 0%         | \$ 3,426,293                  | \$ 3,153,552         | \$ 272,741            | 9%          |
| Repay FTA Advance                   | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| FTA Sec 5311 - Rural Op Asst        | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 161,615           | \$ 161,615           | \$ -                | 0%         | \$ 161,615                    | \$ 149,335           | \$ 12,280             | 8%          |
| Sec 5303 - AMBAG Funding            | \$ 13,259           | \$ -                | \$ 13,259           | 100%        | 4     | \$ 13,259            | \$ -                 | \$ 13,259           | 100%       | \$ 13,259                     | \$ 15,997            | \$ (2,738)            | -17%        |
| FTA Sec 5317 - Op Assistance        | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ 17,785            | \$ (17,785)           | -100%       |
| <b>Subtotal Grant Revenue</b>       | <b>\$ 13,259</b>    | <b>\$ -</b>         | <b>\$ 13,259</b>    | <b>100%</b> |       | <b>\$ 3,601,167</b>  | <b>\$ 3,587,908</b>  | <b>\$ 13,259</b>    | <b>0%</b>  | <b>\$ 3,601,167</b>           | <b>\$ 3,336,669</b>  | <b>\$ 264,498</b>     | <b>8%</b>   |
| <b>Subtotal Operating Revenue</b>   | <b>\$ 2,123,819</b> | <b>\$ 2,460,218</b> | <b>\$ (336,399)</b> | <b>-14%</b> |       | <b>\$ 23,955,325</b> | <b>\$ 24,209,430</b> | <b>\$ (254,105)</b> | <b>-1%</b> | <b>\$ 23,955,325</b>          | <b>\$ 24,765,264</b> | <b>\$ (809,939)</b>   | <b>-3%</b>  |
| <b>Total Operating Expenses</b>     | <b>\$ 2,695,061</b> |                     |                     |             |       | <b>\$ 23,132,397</b> |                      |                     |            | <b>\$ 23,132,397</b>          | <b>\$ 22,790,873</b> |                       |             |
| <b>Variance</b>                     | <b>\$ (571,242)</b> |                     |                     |             |       | <b>\$ 822,929</b>    |                      |                     |            | <b>\$ 822,929</b>             | <b>\$ 1,974,391</b>  |                       |             |
| <b>One-Time Revenue</b>             |                     |                     |                     |             |       |                      |                      |                     |            |                               |                      |                       |             |
| Transfer (to)/from Capital Reserves | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| Transfer (to)/from Cash Flow Res    | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| Transfer (to)/from W/C Reserve      | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| Transfer (to)/from Liab Ins Res     | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| Carryover from Previous Year        | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                | 0%         | \$ -                          | \$ -                 | \$ -                  | 0%          |
| <b>Subtotal One-Time Revenue</b>    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>0%</b>   |       | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>         | <b>0%</b>  | <b>\$ -</b>                   | <b>\$ -</b>          | <b>\$ -</b>           | <b>0%</b>   |
| <b>Total Revenue</b>                | <b>\$ 2,123,819</b> | <b>\$ 2,460,218</b> | <b>\$ (336,399)</b> | <b>-14%</b> |       | <b>\$ 23,955,325</b> | <b>\$ 24,209,430</b> | <b>\$ (254,105)</b> | <b>-1%</b> | <b>\$ 23,955,325</b>          | <b>\$ 24,765,264</b> | <b>\$ (809,939)</b>   | <b>-3%</b>  |
| <b>Total Operating Expenses</b>     | <b>\$ 2,695,061</b> |                     |                     |             |       | <b>\$ 23,132,397</b> |                      |                     |            | <b>\$ 23,132,397</b>          | <b>\$ 22,790,873</b> |                       |             |
| <b>Variance</b>                     | <b>\$ (571,242)</b> |                     |                     |             |       | <b>\$ 822,929</b>    |                      |                     |            | <b>\$ 822,929</b>             | <b>\$ 1,974,391</b>  |                       |             |

5-2.91

Attachment A



**FY09**

**Operating Revenue**

*For the month ending - February 28, 2009*

| Revenue Source | Percent of Year Elapsed - 67% |        | Current Period |       | Year to Date |        | YTD Year Over Year Comparison |        |       |
|----------------|-------------------------------|--------|----------------|-------|--------------|--------|-------------------------------|--------|-------|
|                | Actual                        | Budget | \$ Var         | % Var | Notes        | Actual | Budget                        | \$ Var | % Var |
|                |                               |        |                |       |              |        |                               |        |       |

Current Period Notes:

- 1) Advertising Income is over budget due to more advertising than expected.
- 2) Interest Income is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 3) Sales Tax Revenue is under budget due to less consumer discretionary spending and current economic conditions.
- 4) AMBAG funding is received through the Rotational Interns and the SRTP Reimbursements grants.

5-2.a2





**FY09**  
**Operating Expenses by Department**  
*For the month ending - February 28, 2009*

|  | Current Period      |                     |                     |             | Notes | Year to Date         |                      |                       |             | YTD Year Over Year Comparison |                      |                     |            |
|--|---------------------|---------------------|---------------------|-------------|-------|----------------------|----------------------|-----------------------|-------------|-------------------------------|----------------------|---------------------|------------|
|  | Actual              | Budget              | \$ Var              | % Var       |       | Actual               | Budget               | \$ Var                | % Var       | Actual<br>FY09                | FY08                 | \$ Var              | % Var      |
| <b>Departmental Personnel Expenses</b>     |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                     |            |
| 700 - SCCIC                                | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 1100 - Administration                      | \$ 58,722           | \$ 67,059           | \$ (8,337)          | -12%        |       | \$ 599,722           | \$ 601,688           | \$ (1,966)            | -0%         | \$ 599,722                    | \$ 604,239           | \$ (4,517)          | -1%        |
| 1200 - Finance                             | \$ 84,832           | \$ 94,150           | \$ (9,318)          | -10%        |       | \$ 531,892           | \$ 561,159           | \$ (29,267)           | -5%         | \$ 531,892                    | \$ 356,928           | \$ 174,964          | 49%        |
| 1300 - Customer Service                    | \$ 34,856           | \$ 37,520           | \$ (2,664)          | -7%         |       | \$ 288,916           | \$ 300,160           | \$ (11,244)           | -4%         | \$ 288,916                    | \$ 285,490           | \$ 23,426           | 8%         |
| 1400 - Human Resources                     | \$ 40,228           | \$ 48,084           | \$ (7,856)          | -16%        |       | \$ 359,602           | \$ 384,671           | \$ (25,069)           | -7%         | \$ 359,602                    | \$ 339,969           | \$ 19,633           | 6%         |
| 1500 - Information Technology              | \$ 37,185           | \$ 41,752           | \$ (4,567)          | -11%        |       | \$ 326,416           | \$ 334,014           | \$ (7,598)            | -2%         | \$ 326,416                    | \$ 319,888           | \$ 6,730            | 2%         |
| 1700 - District Counsel                    | \$ 33,448           | \$ 37,703           | \$ (4,255)          | -11%        |       | \$ 279,989           | \$ 301,624           | \$ (21,635)           | -7%         | \$ 279,989                    | \$ 263,877           | \$ 16,112           | 6%         |
| 1800 - Risk Management                     | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 2200 - Facilities Maintenance              | \$ 74,970           | \$ 82,896           | \$ (7,926)          | -10%        |       | \$ 632,803           | \$ 663,169           | \$ (30,366)           | -5%         | \$ 632,803                    | \$ 577,651           | \$ 55,152           | 10%        |
| 3100 - Paratransit Program                 | \$ 243,963          | \$ 293,714          | \$ (49,751)         | -17%        |       | \$ 2,002,267         | \$ 2,349,712         | \$ (347,445)          | -15%        | \$ 2,002,267                  | \$ 1,854,297         | \$ 147,970          | 8%         |
| 3200 - Operations                          | \$ 146,244          | \$ 174,870          | \$ (28,626)         | -16%        |       | \$ 1,284,176         | \$ 1,464,619         | \$ (180,443)          | -12%        | \$ 1,284,176                  | \$ 1,279,630         | \$ 4,546            | 0%         |
| 3300 - Bus Operators                       | \$ 1,048,535        | \$ 1,162,881        | \$ (114,346)        | -10%        |       | \$ 8,756,854         | \$ 9,303,049         | \$ (546,195)          | -6%         | \$ 8,756,854                  | \$ 8,375,493         | \$ 381,361          | 5%         |
| 4100 - Fleet Maintenance                   | \$ 280,774          | \$ 320,343          | \$ (39,569)         | -12%        |       | \$ 2,466,023         | \$ 2,622,057         | \$ (156,034)          | -6%         | \$ 2,466,023                  | \$ 2,577,065         | \$ (111,042)        | -4%        |
| 9001 - Cobra Benefits                      | \$ 230              | \$ -                | \$ 230              | 100%        |       | \$ 2,636             | \$ -                 | \$ 2,636              | 100%        | \$ 2,636                      | \$ (3,210)           | \$ 5,846            | -182%      |
| 9005 - Retired Employee Benefits           | \$ 143,495          | \$ 143,456          | \$ 39               | 0%          |       | \$ 1,052,338         | \$ 1,147,654         | \$ (95,316)           | -8%         | \$ 1,052,338                  | \$ 982,365           | \$ 69,973           | 7%         |
| 9014 - Operating Grants                    | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 110020 - Operating Grants                  | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 100 - New Flyer Parts Credit               | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| <b>Subtotal Personnel Expenses</b>         | <b>\$ 2,227,482</b> | <b>\$ 2,504,428</b> | <b>\$ (276,946)</b> | <b>-11%</b> |       | <b>\$ 18,583,634</b> | <b>\$ 20,033,575</b> | <b>\$ (1,449,941)</b> | <b>-7%</b>  | <b>\$ 18,583,634</b>          | <b>\$ 17,793,480</b> | <b>\$ 790,154</b>   | <b>4%</b>  |
| <b>Departmental Non-Personnel Expenses</b> |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                     |            |
| 700 - SCCIC                                | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 270               | \$ 300               | \$ (30)               | -10%        | \$ 270                        | \$ 280               | \$ 10               | 4%         |
| 1100 - Administration                      | \$ 18,057           | \$ 34,661           | \$ (16,604)         | -48%        |       | \$ 157,912           | \$ 294,181           | \$ (136,269)          | -46%        | \$ 157,912                    | \$ 436,022           | \$ (278,110)        | -64%       |
| 1200 - Finance                             | \$ 88,281           | \$ 95,575           | \$ (7,294)          | -8%         |       | \$ 555,689           | \$ 644,850           | \$ (89,161)           | -14%        | \$ 555,689                    | \$ 473,849           | \$ 81,840           | 17%        |
| 1300 - Customer Service                    | \$ 2,670            | \$ 9,924            | \$ (7,254)          | -73%        |       | \$ 56,237            | \$ 69,043            | \$ (12,806)           | -19%        | \$ 56,237                     | \$ 50,430            | \$ 5,807            | 12%        |
| 1400 - Human Resources                     | \$ 1,804            | \$ 11,115           | \$ (9,311)          | -84%        |       | \$ 21,875            | \$ 88,926            | \$ (67,051)           | -75%        | \$ 21,875                     | \$ 23,773            | \$ (1,898)          | -8%        |
| 1500 - Information Technology              | \$ 2,833            | \$ 9,568            | \$ (6,735)          | -70%        |       | \$ 67,713            | \$ 82,707            | \$ (14,994)           | -18%        | \$ 67,713                     | \$ 170,684           | \$ (102,971)        | -60%       |
| 1700 - District Counsel                    | \$ 942              | \$ 1,692            | \$ (750)            | -44%        |       | \$ 9,496             | \$ 13,535            | \$ (4,039)            | -30%        | \$ 9,496                      | \$ 14,909            | \$ (5,413)          | -36%       |
| 1800 - Risk Management                     | \$ 3,301            | \$ 20,833           | \$ (17,532)         | -84%        |       | \$ 34,480            | \$ 166,664           | \$ (132,184)          | -79%        | \$ 34,480                     | \$ 41,590            | \$ (7,110)          | -17%       |
| 2200 - Facilities Maintenance              | \$ 126,545          | \$ 141,702          | \$ (15,157)         | -11%        |       | \$ 1,118,150         | \$ 1,171,114         | \$ (52,964)           | -5%         | \$ 1,118,150                  | \$ 332,603           | \$ 785,547          | 236%       |
| 3100 - Paratransit Program                 | \$ 35,372           | \$ 72,526           | \$ (37,154)         | -51%        |       | \$ 421,768           | \$ 580,208           | \$ (158,440)          | -27%        | \$ 421,768                    | \$ 513,927           | \$ (92,159)         | -18%       |
| 3200 - Operations                          | \$ 33,700           | \$ 41,039           | \$ (7,339)          | -18%        |       | \$ 379,485           | \$ 344,812           | \$ 34,673             | 10%         | \$ 379,485                    | \$ 353,926           | \$ 25,559           | 7%         |
| 3300 - Bus Operators                       | \$ -                | \$ 334              | \$ (334)            | -100%       |       | \$ 4,164             | \$ 6,170             | \$ (2,006)            | -33%        | \$ 4,164                      | \$ 4,793             | \$ (629)            | -13%       |
| 4100 - Fleet Maintenance                   | \$ 154,073          | \$ 368,062          | \$ (213,989)        | -58%        |       | \$ 1,709,681         | \$ 2,909,497         | \$ (1,199,816)        | -41%        | \$ 1,709,681                  | \$ 2,580,108         | \$ (870,427)        | -34%       |
| 9001 - Cobra Benefits                      | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ 1,094             | \$ (1,094)          | -100%      |
| 9005 - Retired Employee Benefits           | \$ -                | \$ 1                | \$ (1)              | -100%       |       | \$ -                 | \$ 1                 | \$ (1)                | -100%       | \$ -                          | \$ -                 | \$ -                | 0%         |
| 9014 - Operating Grants                    | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 11,848            | \$ -                 | \$ 11,848             | 100%        | \$ 11,848                     | \$ (575)             | \$ 12,423           | -2161%     |
| 110020 - Operating Grants                  | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 100 - New Flyer Parts Credit               | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 0                 | \$ -                 | \$ 0                  | 100%        | \$ 0                          | \$ -                 | \$ 0                | 100%       |
| <b>Subtotal Non-Personnel Expenses</b>     | <b>\$ 467,578</b>   | <b>\$ 807,052</b>   | <b>\$ (339,474)</b> | <b>-42%</b> |       | <b>\$ 4,548,768</b>  | <b>\$ 6,372,008</b>  | <b>\$ (1,823,240)</b> | <b>-29%</b> | <b>\$ 4,548,768</b>           | <b>\$ 4,997,393</b>  | <b>\$ (448,625)</b> | <b>-9%</b> |

5-2.03



**FY09**  
**Operating Expenses by Department**  
*For the month ending - February 28, 2009*

|                                    | Current Period      |                     |                     |             |       | Year to Date         |                      |                       |             | YTD Year Over Year Comparison |                      |                   |           |
|------------------------------------|---------------------|---------------------|---------------------|-------------|-------|----------------------|----------------------|-----------------------|-------------|-------------------------------|----------------------|-------------------|-----------|
|                                    | Actual              | Budget              | \$ Var              | % Var       | Notes | Actual               | Budget               | \$ Var                | % Var       | FY09 Actual                   | FY08                 | \$ Var            | % Var     |
| <b>Total Departmental Expenses</b> |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                   |           |
| 700 - SCCIC                        | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 270               | \$ 300               | \$ (30)               | -10%        | \$ 270                        | \$ 260               | \$ 10             | 4%        |
| 1100 - Administration              | \$ 76,779           | \$ 101,720          | \$ (24,941)         | -25%        | 1     | \$ 757,634           | \$ 895,868           | \$ (138,234)          | -15%        | \$ 757,634                    | \$ 1,040,261         | \$ (282,627)      | -27%      |
| 1200 - Finance                     | \$ 173,113          | \$ 189,725          | \$ (16,612)         | -9%         |       | \$ 1,087,581         | \$ 1,206,009         | \$ (118,428)          | -10%        | \$ 1,087,581                  | \$ 830,777           | \$ 256,804        | 31%       |
| 1300 - Customer Service            | \$ 37,526           | \$ 47,444           | \$ (9,918)          | -21%        |       | \$ 345,153           | \$ 369,203           | \$ (24,050)           | -7%         | \$ 345,153                    | \$ 315,920           | \$ 29,233         | 9%        |
| 1400 - Human Resources             | \$ 42,032           | \$ 59,199           | \$ (17,167)         | -29%        | 2     | \$ 381,477           | \$ 473,597           | \$ (92,120)           | -19%        | \$ 381,477                    | \$ 363,742           | \$ 17,735         | 5%        |
| 1500 - Information Technology      | \$ 40,018           | \$ 51,340           | \$ (11,322)         | -22%        |       | \$ 394,129           | \$ 416,721           | \$ (22,592)           | -5%         | \$ 394,129                    | \$ 490,370           | \$ (96,241)       | -20%      |
| 1700 - District Counsel            | \$ 34,390           | \$ 39,395           | \$ (5,005)          | -13%        |       | \$ 289,485           | \$ 315,159           | \$ (25,674)           | -8%         | \$ 289,485                    | \$ 278,786           | \$ 10,699         | 4%        |
| 1800 - Risk Management             | \$ 3,301            | \$ 20,833           | \$ (17,532)         | -84%        | 3     | \$ 34,480            | \$ 166,664           | \$ (132,184)          | -79%        | \$ 34,480                     | \$ 41,590            | \$ (7,110)        | -17%      |
| 2200 - Facilities Maintenance      | \$ 201,515          | \$ 224,598          | \$ (23,083)         | -10%        | 4     | \$ 1,750,953         | \$ 1,834,283         | \$ (83,330)           | -5%         | \$ 1,750,953                  | \$ 910,254           | \$ 840,699        | 92%       |
| 3100 - Paratransit Program         | \$ 279,335          | \$ 366,240          | \$ (86,905)         | -24%        | 5     | \$ 2,424,035         | \$ 2,929,920         | \$ (505,885)          | -17%        | \$ 2,424,035                  | \$ 2,368,224         | \$ 55,811         | 2%        |
| 3200 - Operations                  | \$ 179,944          | \$ 215,909          | \$ (35,965)         | -17%        | 6     | \$ 1,663,661         | \$ 1,809,431         | \$ (145,770)          | -8%         | \$ 1,663,661                  | \$ 1,633,556         | \$ 30,105         | 2%        |
| 3300 - Bus Operators               | \$ 1,048,535        | \$ 1,163,215        | \$ (114,680)        | -10%        | 7     | \$ 8,761,018         | \$ 9,309,219         | \$ (548,201)          | -6%         | \$ 8,761,018                  | \$ 8,380,286         | \$ 380,732        | 5%        |
| 4100 - Fleet Maintenance           | \$ 434,847          | \$ 688,405          | \$ (253,558)        | -37%        | 8     | \$ 4,175,704         | \$ 5,531,554         | \$ (1,355,850)        | -25%        | \$ 4,175,704                  | \$ 5,157,173         | \$ (981,469)      | -19%      |
| 9001 - Cobra Benefits              | \$ 230              | \$ -                | \$ 230              | 100%        |       | \$ 2,636             | \$ -                 | \$ 2,636              | 100%        | \$ 2,636                      | \$ (2,116)           | \$ 4,752          | -225%     |
| 9005 - Retired Employee Benefits   | \$ 143,495          | \$ 143,457          | \$ 38               | 0%          |       | \$ 1,052,338         | \$ 1,147,655         | \$ (95,317)           | -8%         | \$ 1,052,338                  | \$ 982,365           | \$ 69,973         | 7%        |
| 9014 - Operating Grants            | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 11,848            | \$ -                 | \$ 11,848             | 100%        | \$ 11,848                     | \$ (575)             | \$ 12,423         | -2161%    |
| 110020 - Operating Grants          | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -              | 0%        |
| 100 - New Flyer Parts Credit       | \$ -                | \$ -                | \$ -                | 0%          |       | \$ 0                 | \$ -                 | \$ 0                  | 100%        | \$ 0                          | \$ -                 | \$ 0              | 100%      |
| <b>Total Operating Expenses</b>    | <b>\$ 2,695,060</b> | <b>\$ 3,311,480</b> | <b>\$ (616,420)</b> | <b>-19%</b> |       | <b>\$ 23,132,402</b> | <b>\$ 26,405,582</b> | <b>\$ (3,273,180)</b> | <b>-12%</b> | <b>\$ 23,132,402</b>          | <b>\$ 22,790,873</b> | <b>\$ 341,529</b> | <b>1%</b> |

\*\* does not include depreciation

**Current Period Notes:**

- 1) **Administration** is under budget due to less than anticipated Prof & Tech Fees (web site redesign and engineering services) and Travel.
- 2) **Human Resources** is under budget due to below budgeted personnel expenses (unpaid leaves), Prof & Tech Fees and Training in February 2009.
- 3) **Risk Management** is under budget due to below budgeted settlement costs paid in February 2009.
- 4) **Facilities Maintenance** is under budget due to less than anticipated Repair-Bldg. & Impr, Repair-Equipment, and Repair/Maint Supplies in February 2009.
- 5) **Paratransit Program** is under budget due to not being at full complement and less than anticipated fuel and purchased transportation costs.
- 6) **Operations** is under budget due to not being at full complement.
- 7) **Bus Operators** is under budget due to not being at full complement.
- 8) **Fleet** is under budget due to less than anticipated personnel expenses (unpaid leaves) and fuel costs.

5-2.94



**FY09**  
**Consolidated Operating Expenses**  
 For the month ending - February 28, 2009

|                                   | Current Period      |                     |                     |             | Notes    | Year to Date         |                      |                       |            | YTD Year Over Year Comparison |                      |                   |           |
|-----------------------------------|---------------------|---------------------|---------------------|-------------|----------|----------------------|----------------------|-----------------------|------------|-------------------------------|----------------------|-------------------|-----------|
|                                   | Actual              | Budget              | \$ Var              | % Var       |          | Actual               | Budget               | \$ Var                | % Var      | FY09                          | FY08                 | \$ Var            | % Var     |
| <b>LABOR</b>                      |                     |                     |                     |             |          |                      |                      |                       |            |                               |                      |                   |           |
| 501011 Bus Operator Pay           | \$ 596,884          | \$ 703,961          | \$ (107,077)        | -15%        |          | \$ 5,110,462         | \$ 5,631,687         | \$ (521,225)          | -9%        | \$ 5,110,462                  | \$ 4,895,845         | \$ 214,617        | 4%        |
| 501013 Bus Operator Overtime      | \$ 132,206          | \$ 131,653          | \$ 553              | 0%          |          | \$ 889,550           | \$ 1,053,227         | \$ (163,677)          | -16%       | \$ 889,550                    | \$ 901,989           | \$ (12,439)       | -1%       |
| 501021 Other Salaries             | \$ 509,320          | \$ 497,698          | \$ 11,622           | 2%          |          | \$ 4,076,670         | \$ 4,027,773         | \$ 48,897             | 1%         | \$ 4,076,670                  | \$ 3,944,371         | \$ 132,299        | 3%        |
| 501023 Other Overtime             | \$ 22,489           | \$ 27,472           | \$ (4,983)          | -18%        |          | \$ 172,120           | \$ 219,773           | \$ (47,653)           | -22%       | \$ 172,120                    | \$ 195,492           | \$ (23,372)       | -12%      |
| <b>Total Labor -</b>              | <b>\$ 1,260,899</b> | <b>\$ 1,360,784</b> | <b>\$ (99,885)</b>  | <b>-7%</b>  |          | <b>\$ 10,248,802</b> | <b>\$ 10,932,460</b> | <b>\$ (683,659)</b>   | <b>-6%</b> | <b>\$ 10,248,802</b>          | <b>\$ 9,937,697</b>  | <b>\$ 311,105</b> | <b>3%</b> |
| <b>FRINGE BENEFITS</b>            |                     |                     |                     |             |          |                      |                      |                       |            |                               |                      |                   |           |
| 502011 Medicare/Soc. Sec.         | \$ 17,208           | \$ 17,887           | \$ (679)            | -4%         |          | \$ 144,684           | \$ 143,094           | \$ 1,591              | 1%         | \$ 144,684                    | \$ 136,793           | \$ 7,891          | 6%        |
| 502021 Retirement                 | \$ 172,831          | \$ 199,817          | \$ (26,986)         | -14%        |          | \$ 1,485,627         | \$ 1,598,536         | \$ (112,909)          | -7%        | \$ 1,485,627                  | \$ 1,336,083         | \$ 149,544        | 11%       |
| 502031 Medical Insurance          | \$ 455,922          | \$ 461,945          | \$ (6,023)          | -1%         |          | \$ 3,391,758         | \$ 3,695,504         | \$ (303,745)          | -8%        | \$ 3,391,758                  | \$ 3,071,496         | \$ 320,262        | 10%       |
| 502041 Dental Insurance           | \$ 36,174           | \$ 41,935           | \$ (5,761)          | -14%        |          | \$ 314,853           | \$ 335,473           | \$ (20,621)           | -6%        | \$ 314,853                    | \$ 311,528           | \$ 3,325          | 1%        |
| 502045 Vision Insurance           | \$ 11,244           | \$ 11,619           | \$ (375)            | -3%         |          | \$ 89,097            | \$ 92,952            | \$ (3,855)            | -4%        | \$ 89,097                     | \$ 87,008            | \$ 2,089          | 2%        |
| 502051 Life Insurance             | \$ 3,496            | \$ 4,181            | \$ (685)            | -16%        |          | \$ 28,908            | \$ 33,448            | \$ (4,540)            | -14%       | \$ 28,908                     | \$ 26,960            | \$ 1,948          | 7%        |
| 502060 State Disability           | \$ 15,932           | \$ 23,174           | \$ (7,242)          | -31%        |          | \$ 105,370           | \$ 185,387           | \$ (80,017)           | -43%       | \$ 105,370                    | \$ 81,109            | \$ 24,261         | 30%       |
| 502061 Disability Insurance       | \$ 18,260           | \$ 19,189           | \$ (929)            | -5%         |          | \$ 142,266           | \$ 153,515           | \$ (11,249)           | -7%        | \$ 142,266                    | \$ 136,386           | \$ 5,880          | 4%        |
| 502071 State Unemp. Ins           | \$ 3,716            | \$ 4,461            | \$ (745)            | -17%        |          | \$ 51,286            | \$ 35,690            | \$ 15,596             | 44%        | \$ 51,286                     | \$ 52,359            | \$ (1,073)        | -2%       |
| 502081 Worker's Comp Ins          | \$ 37,459           | \$ 83,349           | \$ (45,890)         | -55%        |          | \$ 571,211           | \$ 665,706           | \$ (94,495)           | -14%       | \$ 571,211                    | \$ 725,189           | \$ (153,978)      | -21%      |
| 502083 Worker's Comp IBNR         | \$ -                | \$ -                | \$ -                | 0%          |          | \$ -                 | \$ -                 | \$ -                  | 0%         | \$ -                          | \$ -                 | \$ -              | 0%        |
| 502101 Holiday Pay                | \$ 880              | \$ 32,676           | \$ (31,796)         | -97%        |          | \$ 271,055           | \$ 261,392           | \$ 9,663              | 4%         | \$ 271,055                    | \$ 252,723           | \$ 18,332         | 7%        |
| 502103 Floating Holiday           | \$ 765              | \$ 5,817            | \$ (5,052)          | -87%        |          | \$ 17,642            | \$ 46,534            | \$ (28,892)           | -62%       | \$ 17,642                     | \$ 16,320            | \$ 1,322          | 8%        |
| 502109 Sick Leave                 | \$ 60,409           | \$ 80,035           | \$ (19,626)         | -25%        |          | \$ 412,372           | \$ 586,056           | \$ (173,684)          | -30%       | \$ 412,372                    | \$ 377,712           | \$ 34,660         | 9%        |
| 502111 Annual Leave               | \$ 116,538          | \$ 135,141          | \$ (18,603)         | -14%        |          | \$ 1,169,477         | \$ 1,088,137         | \$ 81,340             | 7%         | \$ 1,169,477                  | \$ 1,092,776         | \$ 76,701         | 7%        |
| 502121 Other Paid Absence         | \$ 8,808            | \$ 10,357           | \$ (1,549)          | -15%        |          | \$ 85,243            | \$ 82,847            | \$ 2,396              | 3%         | \$ 85,243                     | \$ 75,851            | \$ 9,392          | 12%       |
| 502251 Physical Exams             | \$ 380              | \$ 1,107            | \$ (727)            | -66%        |          | \$ 4,235             | \$ 8,854             | \$ (4,619)            | -52%       | \$ 4,235                      | \$ 4,053             | \$ 182            | 4%        |
| 502253 Driver Lic Renewal         | \$ 98               | \$ 363              | \$ (265)            | -73%        |          | \$ 878               | \$ 2,901             | \$ (2,023)            | -70%       | \$ 878                        | \$ 947               | \$ (69)           | -7%       |
| 502999 Other Fringe Benefits      | \$ 6,463            | \$ 10,591           | \$ (4,128)          | -39%        |          | \$ 48,867            | \$ 85,083            | \$ (36,215)           | -43%       | \$ 48,867                     | \$ 70,489            | \$ (21,622)       | -31%      |
| <b>Total Fringe Benefits -</b>    | <b>\$ 966,583</b>   | <b>\$ 1,143,644</b> | <b>\$ (177,061)</b> | <b>-15%</b> |          | <b>\$ 8,334,831</b>  | <b>\$ 9,101,110</b>  | <b>\$ (766,280)</b>   | <b>-8%</b> | <b>\$ 8,334,831</b>           | <b>\$ 7,855,782</b>  | <b>\$ 479,049</b> | <b>6%</b> |
| <b>Total Personnel Expenses -</b> | <b>\$ 2,227,482</b> | <b>\$ 2,504,428</b> | <b>\$ (276,946)</b> | <b>-11%</b> | <b>1</b> | <b>\$ 18,583,632</b> | <b>\$ 20,033,571</b> | <b>\$ (1,449,938)</b> | <b>-7%</b> | <b>\$ 18,583,632</b>          | <b>\$ 17,793,479</b> | <b>\$ 790,153</b> | <b>4%</b> |

5-2.95



**FY09**  
**Consolidated Operating Expenses**  
*For the month ending - February 28, 2009*

|  | Current Period    |                   |                     |             |       | Year to Date        |                     |                       |             | YTD Year Over Year Comparison |                     |                     |             |
|--|-------------------|-------------------|---------------------|-------------|-------|---------------------|---------------------|-----------------------|-------------|-------------------------------|---------------------|---------------------|-------------|
|  | Actual            | Budget            | \$ Var              | % Var       | Notes | Actual              | Budget              | \$ Var                | % Var       | FY09 Actual                   | FY08                | \$ Var              | % Var       |
| <b>SERVICES</b>                                |                   |                   |                     |             |       |                     |                     |                       |             |                               |                     |                     |             |
| 503011 Acctg & Audit Fees                      | \$ 40,318         | \$ 40,000         | \$ 318              | 1%          |       | \$ 81,015           | \$ 90,250           | \$ (9,235)            | -10%        | \$ 81,015                     | \$ 38,665           | \$ 42,350           | 110%        |
| 503012 Admin & Bank Fees                       | \$ 957            | \$ 1,350          | \$ (393)            | -29%        |       | \$ 99,327           | \$ 106,850          | \$ (7,523)            | -7%         | \$ 99,327                     | \$ 87,170           | \$ 12,157           | 14%         |
| 503031 Prof & Tech Fees                        | \$ 5,229          | \$ 25,286         | \$ (20,057)         | -79%        | 2     | \$ 66,807           | \$ 236,786          | \$ (169,979)          | -72%        | \$ 66,807                     | \$ 91,869           | \$ (25,062)         | -27%        |
| 503032 Legislative Services                    | \$ 7,500          | \$ 8,367          | \$ (867)            | -10%        |       | \$ 60,000           | \$ 66,934           | \$ (6,934)            | -10%        | \$ 60,000                     | \$ 60,470           | \$ (470)            | -1%         |
| 503033 Legal Services                          | \$ -              | \$ 4,583          | \$ (4,583)          | -100%       |       | \$ -                | \$ 36,666           | \$ (36,666)           | -100%       | \$ -                          | \$ 1,259            | \$ (1,259)          | -100%       |
| 503034 Pre-Employ Exams                        | \$ 1,875          | \$ 1,288          | \$ 387              | 30%         |       | \$ 8,466            | \$ 10,308           | \$ (1,840)            | -18%        | \$ 8,466                      | \$ 7,107            | \$ 1,359            | 19%         |
| 503041 Temp Help                               | \$ 1,716          | \$ -              | \$ 1,716            | 100%        |       | \$ 82,470           | \$ -                | \$ 82,470             | 100%        | \$ 82,470                     | \$ 77,417           | \$ 5,053            | 7%          |
| 503161 Custodial Services                      | \$ 5,072          | \$ 4,900          | \$ 172              | 4%          |       | \$ 45,692           | \$ 39,200           | \$ 6,492              | 17%         | \$ 45,692                     | \$ 45,654           | \$ 38               | 0%          |
| 503162 Uniform & Laundry                       | \$ 1,930          | \$ 3,546          | \$ (1,616)          | -46%        |       | \$ 23,399           | \$ 28,367           | \$ (4,968)            | -18%        | \$ 23,399                     | \$ 26,842           | \$ (3,443)          | -13%        |
| 503171 Security Services                       | \$ 28,232         | \$ 33,375         | \$ (5,143)          | -15%        |       | \$ 239,874          | \$ 267,000          | \$ (27,126)           | -10%        | \$ 239,874                    | \$ 220,928          | \$ 18,946           | 9%          |
| 503221 Classified/Legal Ads                    | \$ 663            | \$ 2,763          | \$ (2,100)          | -76%        |       | \$ 10,161           | \$ 18,652           | \$ (8,490)            | -46%        | \$ 10,161                     | \$ 9,727            | \$ 434              | 4%          |
| 503222 Legal Advertising                       | \$ -              | \$ -              | \$ -                | 0%          |       | \$ -                | \$ -                | \$ -                  | 0%          | \$ -                          | \$ -                | \$ -                | 0%          |
| 503225 Graphic Services                        | \$ -              | \$ 416            | \$ (416)            | -100%       |       | \$ -                | \$ 3,333            | \$ (3,333)            | -100%       | \$ -                          | \$ -                | \$ -                | 0%          |
| 503351 Repair - Bldg & Impr                    | \$ 3,628          | \$ 7,500          | \$ (3,872)          | -52%        |       | \$ 59,236           | \$ 60,000           | \$ (764)              | -1%         | \$ 59,236                     | \$ 61,390           | \$ (2,154)          | -4%         |
| 503352 Repair - Equipment                      | \$ 23,609         | \$ 34,985         | \$ (11,376)         | -33%        | 3     | \$ 235,028          | \$ 281,880          | \$ (46,852)           | -17%        | \$ 235,028                    | \$ 117,229          | \$ 117,799          | 100%        |
| 503353 Repair - Rev Vehicle                    | \$ 19,771         | \$ 32,449         | \$ (12,678)         | -39%        | 4     | \$ 314,340          | \$ 269,592          | \$ 54,748             | 21%         | \$ 314,340                    | \$ 188,782          | \$ 125,558          | 67%         |
| 503354 Repair - Non Rev Vehicle                | \$ -              | \$ 2,500          | \$ (2,500)          | -100%       |       | \$ 13,733           | \$ 20,000           | \$ (6,267)            | -31%        | \$ 13,733                     | \$ 19,753           | \$ (6,020)          | -30%        |
| 503363 Haz Mat Disposal                        | \$ 4,498          | \$ 3,722          | \$ 774              | 21%         |       | \$ 36,360           | \$ 64,778           | \$ (28,418)           | -44%        | \$ 36,360                     | \$ 21,760           | \$ 14,600           | 67%         |
| <b>Total Services -</b>                        | <b>\$ 144,796</b> | <b>\$ 207,030</b> | <b>\$ (62,234)</b>  | <b>-30%</b> |       | <b>\$ 1,375,909</b> | <b>\$ 1,590,593</b> | <b>\$ (214,684)</b>   | <b>-13%</b> | <b>\$ 1,375,909</b>           | <b>\$ 1,076,022</b> | <b>\$ 299,887</b>   | <b>28%</b>  |
| <b>MOBILE MATERIALS AND SUPPLIES</b>           |                   |                   |                     |             |       |                     |                     |                       |             |                               |                     |                     |             |
| 504011 Fuels & Lube Non Rev Veh                | \$ 18,307         | \$ 16,775         | \$ 1,532            | 9%          |       | \$ 105,626          | \$ 134,200          | \$ (28,574)           | -21%        | \$ 105,626                    | \$ 102,341          | \$ 3,285            | 3%          |
| 504012 Fuels & Lube Rev Veh                    | \$ 117,670        | \$ 269,660        | \$ (152,190)        | -56%        | 5     | \$ 1,072,017        | \$ 2,123,880        | \$ (1,051,863)        | -50%        | \$ 1,072,017                  | \$ 1,527,089        | \$ (455,072)        | -30%        |
| 504021 Tires & Tubes                           | \$ 21,826         | \$ 17,083         | \$ 4,743            | 28%         | 6     | \$ 142,910          | \$ 136,664          | \$ 6,246              | 5%          | \$ 142,910                    | \$ 122,648          | \$ 20,262           | 17%         |
| 504161 Other Mobile Supplies                   | \$ -              | \$ 833            | \$ (833)            | -100%       |       | \$ 6,484            | \$ 6,664            | \$ (180)              | -3%         | \$ 6,484                      | \$ 4,603            | \$ 1,881            | 41%         |
| 504191 Rev Vehicle Parts                       | \$ 1,369          | \$ 51,275         | \$ (49,906)         | -97%        | 7     | \$ 196,227          | \$ 410,200          | \$ (213,973)          | -52%        | \$ 196,227                    | \$ 479,079          | \$ (282,852)        | -59%        |
| <b>Total Mobile Materials &amp; Supplies -</b> | <b>\$ 159,172</b> | <b>\$ 355,826</b> | <b>\$ (196,654)</b> | <b>-55%</b> |       | <b>\$ 1,523,265</b> | <b>\$ 2,811,609</b> | <b>\$ (1,288,344)</b> | <b>-46%</b> | <b>\$ 1,523,265</b>           | <b>\$ 2,235,760</b> | <b>\$ (712,495)</b> | <b>-32%</b> |

5-2.96



**FY09**  
**Consolidated Operating Expenses**  
**For the month ending - February 28, 2009**

|   | Current Period   |                  |                    |             | Notes | Year to Date      |                   |                     |             | YTD Year Over Year Comparison |                   |                    |            |
|---|------------------|------------------|--------------------|-------------|-------|-------------------|-------------------|---------------------|-------------|-------------------------------|-------------------|--------------------|------------|
|   | Actual           | Budget           | \$ Var             | % Var       |       | Actual            | Budget            | \$ Var              | % Var       | FY09                          | FY08              | \$ Var             | % Var      |
| <b>OTHER MATERIALS &amp; SUPPLIES</b>         |                  |                  |                    |             |       |                   |                   |                     |             |                               |                   |                    |            |
| 504205 Freight Out                            | \$ 59            | \$ 292           | \$ (233)           | -80%        |       | \$ 1,556          | \$ 2,335          | \$ (779)            | -33%        | \$ 1,556                      | \$ 2,414          | \$ (858)           | -36%       |
| 504211 Postage & Mailing                      | \$ 147           | \$ 8,887         | \$ (8,740)         | -98%        | 8     | \$ 6,917          | \$ 22,094         | \$ (15,177)         | -69%        | \$ 6,917                      | \$ 11,652         | \$ (4,735)         | -41%       |
| 504214 Promotional Items                      | \$ -             | \$ -             | \$ -               | 0%          |       | \$ -              | \$ -              | \$ -                | 0%          | \$ -                          | \$ -              | \$ -               | 0%         |
| 504215 Printing                               | \$ 1,607         | \$ 3,233         | \$ (1,626)         | -50%        |       | \$ 53,591         | \$ 60,866         | \$ (7,274)          | -12%        | \$ 53,591                     | \$ 34,634         | \$ 18,957          | 55%        |
| 504217 Photo Supply/Processing                | \$ 88            | \$ 808           | \$ (720)           | -89%        |       | \$ 4,428          | \$ 6,466          | \$ (2,037)          | -32%        | \$ 4,428                      | \$ 3,011          | \$ 1,417           | 47%        |
| 504311 Office Supplies                        | \$ 2,192         | \$ 7,297         | \$ (5,105)         | -70%        |       | \$ 46,894         | \$ 57,274         | \$ (10,380)         | -18%        | \$ 46,894                     | \$ 53,835         | \$ (6,941)         | -13%       |
| 504315 Safety Supplies                        | \$ 158           | \$ 2,275         | \$ (2,117)         | -93%        |       | \$ 10,397         | \$ 18,200         | \$ (7,803)          | -43%        | \$ 10,397                     | \$ 19,933         | \$ (9,536)         | -48%       |
| 504317 Cleaning Supplies                      | \$ 2,872         | \$ 4,417         | \$ (1,545)         | -35%        |       | \$ 21,830         | \$ 35,334         | \$ (13,504)         | -38%        | \$ 21,830                     | \$ 36,126         | \$ (14,296)        | -40%       |
| 504409 Repair/Maint Supplies                  | \$ 1,086         | \$ 4,583         | \$ (3,497)         | -76%        |       | \$ 37,177         | \$ 36,666         | \$ 510              | 1%          | \$ 37,177                     | \$ 41,185         | \$ (4,008)         | -10%       |
| 504421 Non-Inventory Parts                    | \$ 371           | \$ 3,917         | \$ (3,546)         | -91%        |       | \$ 45,261         | \$ 33,834         | \$ 11,427           | 34%         | \$ 45,261                     | \$ 32,388         | \$ 12,873          | 40%        |
| 504511 Small Tools                            | \$ 133           | \$ 833           | \$ (700)           | -84%        |       | \$ 3,315          | \$ 6,666          | \$ (3,351)          | -50%        | \$ 3,315                      | \$ 6,927          | \$ (3,612)         | -52%       |
| 504615 Employee Tool Rptcmt                   | \$ -             | \$ 216           | \$ (216)           | -100%       |       | \$ 1,135          | \$ 1,733          | \$ (598)            | -34%        | \$ 1,135                      | \$ 776            | \$ 359             | 46%        |
| <b>Total Other Materials &amp; Supplies -</b> | <b>\$ 8,713</b>  | <b>\$ 36,758</b> | <b>\$ (28,045)</b> | <b>-76%</b> |       | <b>\$ 232,501</b> | <b>\$ 281,467</b> | <b>\$ (48,965)</b>  | <b>-17%</b> | <b>\$ 232,501</b>             | <b>\$ 242,861</b> | <b>\$ (10,380)</b> | <b>-4%</b> |
| <b>UTILITIES</b>                              |                  |                  |                    |             |       |                   |                   |                     |             |                               |                   |                    |            |
| 505011 Gas & Electric                         | \$ 14,609        | \$ 18,418        | \$ (3,809)         | -21%        |       | \$ 129,571        | \$ 147,343        | \$ (17,772)         | -12%        | \$ 129,571                    | \$ 143,377        | \$ (13,806)        | -10%       |
| 505021 Water & Garbage                        | \$ 10,217        | \$ 10,313        | \$ (96)            | -1%         |       | \$ 88,983         | \$ 82,504         | \$ 6,479            | 8%          | \$ 88,983                     | \$ 77,906         | \$ 11,077          | 14%        |
| 505031 Telecommunications                     | \$ 9,762         | \$ 10,025        | \$ (263)           | -3%         |       | \$ 73,012         | \$ 80,202         | \$ (7,190)          | -9%         | \$ 73,012                     | \$ 59,926         | \$ 13,086          | 22%        |
| <b>Total Utilities -</b>                      | <b>\$ 34,588</b> | <b>\$ 38,756</b> | <b>\$ (4,168)</b>  | <b>-11%</b> |       | <b>\$ 291,566</b> | <b>\$ 310,049</b> | <b>\$ (18,483)</b>  | <b>-6%</b>  | <b>\$ 291,566</b>             | <b>\$ 281,209</b> | <b>\$ 10,357</b>   | <b>4%</b>  |
| <b>CASUALTY &amp; LIABILITY</b>               |                  |                  |                    |             |       |                   |                   |                     |             |                               |                   |                    |            |
| 506011 Insurance - Property                   | \$ 6,228         | \$ 9,862         | \$ (3,634)         | -37%        |       | \$ 44,073         | \$ 78,896         | \$ (34,823)         | -44%        | \$ 44,073                     | \$ 29,573         | \$ 14,500          | 49%        |
| 506015 Insurance - PL & PD                    | \$ 40,526        | \$ 42,500        | \$ (1,974)         | -5%         |       | \$ 324,208        | \$ 340,000        | \$ (15,792)         | -5%         | \$ 324,208                    | \$ 274,895        | \$ 49,313          | 18%        |
| 506021 Insurance - Other                      | \$ -             | \$ -             | \$ -               | 0%          |       | \$ 711            | \$ 801            | \$ (90)             | -11%        | \$ 711                        | \$ 1,007          | \$ (296)           | -29%       |
| 506123 Settlement Costs                       | \$ 3,271         | \$ 12,500        | \$ (9,229)         | -74%        | 9     | \$ 32,116         | \$ 100,000        | \$ (67,884)         | -68%        | \$ 32,116                     | \$ 41,005         | \$ (8,889)         | -22%       |
| 506127 Repairs - Dist Prop                    | \$ (7,297)       | \$ -             | \$ (7,297)         | 100%        |       | \$ (23,648)       | \$ -              | \$ (23,648)         | 100%        | \$ (23,648)                   | \$ (7,203)        | \$ (16,445)        | 228%       |
| <b>Total Casualty &amp; Liability -</b>       | <b>\$ 42,728</b> | <b>\$ 64,862</b> | <b>\$ (22,134)</b> | <b>-34%</b> |       | <b>\$ 377,460</b> | <b>\$ 519,697</b> | <b>\$ (142,237)</b> | <b>-27%</b> | <b>\$ 377,460</b>             | <b>\$ 339,277</b> | <b>\$ 38,183</b>   | <b>11%</b> |
| <b>TAXES</b>                                  |                  |                  |                    |             |       |                   |                   |                     |             |                               |                   |                    |            |
| 507051 Fuel Tax                               | \$ 783           | \$ 1,025         | \$ (242)           | -24%        |       | \$ 6,059          | \$ 8,200          | \$ (2,141)          | -26%        | \$ 6,059                      | \$ 3,578          | \$ 2,481           | 69%        |
| 507201 Licenses & permits                     | \$ 794           | \$ 1,113         | \$ (319)           | -29%        |       | \$ 8,214          | \$ 9,802          | \$ (1,588)          | -16%        | \$ 8,214                      | \$ 11,188         | \$ (2,974)         | -27%       |
| 507999 Other Taxes                            | \$ -             | \$ 2,183         | \$ (2,183)         | -100%       |       | \$ 21,708         | \$ 17,464         | \$ 4,243            | 24%         | \$ 21,708                     | \$ 13,315         | \$ 8,393           | 63%        |
| <b>Total Utilities -</b>                      | <b>\$ 1,577</b>  | <b>\$ 4,321</b>  | <b>\$ (2,744)</b>  | <b>-64%</b> |       | <b>\$ 35,981</b>  | <b>\$ 35,466</b>  | <b>\$ 515</b>       | <b>1%</b>   | <b>\$ 35,981</b>              | <b>\$ 28,081</b>  | <b>\$ 7,900</b>    | <b>28%</b> |

5-2.07



**FY09**  
**Consolidated Operating Expenses**  
 For the month ending - February 28, 2009

|  | Current Period      |                     |                     |             |       | Year to Date         |                      |                       |             | YTD Year Over Year Comparison |                      |                     |            |
|--|---------------------|---------------------|---------------------|-------------|-------|----------------------|----------------------|-----------------------|-------------|-------------------------------|----------------------|---------------------|------------|
|  | Actual              | Budget              | \$ Var              | % Var       | Notes | Actual               | Budget               | \$ Var                | % Var       | FY09 Actual                   | FY08                 | \$ Var              | % Var      |
| <b><u>PURCHASED TRANSPORTATION</u></b> |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                     |            |
| 503406 Contr/Paratrans                 | \$ 7,216            | \$ 20,833           | \$ (13,617)         | -65%        | 10    | \$ 121,128           | \$ 166,664           | \$ (45,536)           | -27%        | \$ 121,128                    | \$ 188,501           | \$ (67,373)         | -36%       |
| Total Purchased Transportation -       | \$ 7,216            | \$ 20,833           | \$ (13,617)         | -65%        |       | \$ 121,128           | \$ 166,664           | \$ (45,536)           | -27%        | \$ 121,128                    | \$ 188,501           | \$ (67,373)         | -36%       |
| <b><u>MISC</u></b>                     |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                     |            |
| 509011 Dues & Subscriptions            | \$ 4,110            | \$ 5,409            | \$ (1,299)          | -24%        |       | \$ 40,360            | \$ 43,272            | \$ (2,912)            | -7%         | \$ 40,360                     | \$ 12,689            | \$ 27,671           | 218%       |
| 509085 Advertising - Rev Product       | \$ -                | \$ -                | \$ -                | 0%          |       | \$ -                 | \$ -                 | \$ -                  | 0%          | \$ -                          | \$ -                 | \$ -                | 0%         |
| 509101 Emp Incentive Prog              | \$ -                | \$ 1,109            | \$ (1,109)          | -100%       |       | \$ 11,635            | \$ 29,263            | \$ (17,628)           | -60%        | \$ 11,635                     | \$ 11,579            | \$ 56               | 0%         |
| 509121 Employee Training               | \$ 843              | \$ 3,111            | \$ (2,268)          | -73%        |       | \$ 17,700            | \$ 30,888            | \$ (13,188)           | -43%        | \$ 17,700                     | \$ 70,257            | \$ (52,557)         | -75%       |
| 509123 Travel                          | \$ 3,556            | \$ 6,011            | \$ (2,455)          | -41%        |       | \$ 23,850            | \$ 48,088            | \$ (24,238)           | -50%        | \$ 23,850                     | \$ 22,413            | \$ 1,437            | 6%         |
| 509125 Local Meeting Exp               | \$ 90               | \$ 390              | \$ (300)            | -77%        |       | \$ 2,957             | \$ 3,120             | \$ (163)              | -5%         | \$ 2,957                      | \$ 2,610             | \$ 347              | 13%        |
| 509127 Board Director Fees             | \$ 1,000            | \$ 1,100            | \$ (100)            | -9%         |       | \$ 7,500             | \$ 8,800             | \$ (1,300)            | -15%        | \$ 7,500                      | \$ 8,800             | \$ (1,300)          | -15%       |
| 509150 Contributions                   | \$ -                | \$ 54               | \$ (54)             | -100%       |       | \$ -                 | \$ 432               | \$ (432)              | -100%       | \$ -                          | \$ 98                | \$ (98)             | -100%      |
| 509197 Sales Tax Expense               | \$ -                | \$ -                | \$ -                | 0%          |       | \$ (22)              | \$ -                 | \$ (22)               | 100%        | \$ (22)                       | \$ (52)              | \$ 30               | -58%       |
| 509198 Cash Over/Short                 | \$ 4                | \$ 42               | \$ (38)             | -90%        |       | \$ (250)             | \$ 336               | \$ (585)              | -174%       | \$ (250)                      | \$ 762               | \$ (1,012)          | -133%      |
| Total Misc -                           | \$ 9,603            | \$ 17,226           | \$ (7,623)          | -44%        |       | \$ 103,730           | \$ 164,199           | \$ (60,468)           | -37%        | \$ 103,730                    | \$ 129,156           | \$ (25,426)         | -20%       |
| <b><u>LEASES &amp; RENTALS</u></b>     |                     |                     |                     |             |       |                      |                      |                       |             |                               |                      |                     |            |
| 512011 Facility Rentals                | \$ 59,533           | \$ 59,138           | \$ 395              | 1%          |       | \$ 476,311           | \$ 473,104           | \$ 3,207              | 1%          | \$ 476,311                    | \$ 461,381           | \$ 14,930           | 3%         |
| 512061 Equipment Rentals               | \$ (348)            | \$ 2,301            | \$ (2,649)          | -115%       |       | \$ 10,912            | \$ 19,168            | \$ (8,246)            | -43%        | \$ 10,912                     | \$ 15,137            | \$ (4,225)          | -28%       |
| Total Leases & Rentals -               | \$ 59,185           | \$ 61,439           | \$ (2,254)          | -4%         |       | \$ 487,223           | \$ 492,262           | \$ (5,039)            | -1%         | \$ 487,223                    | \$ 476,518           | \$ 10,705           | 2%         |
| <b>Total Non-Personnel Expenses -</b>  | <b>\$ 467,578</b>   | <b>\$ 807,051</b>   | <b>\$ (339,473)</b> | <b>-42%</b> |       | <b>\$ 4,548,763</b>  | <b>\$ 6,372,006</b>  | <b>\$ (1,823,242)</b> | <b>-29%</b> | <b>\$ 4,548,763</b>           | <b>\$ 4,997,405</b>  | <b>\$ (448,642)</b> | <b>-9%</b> |
| <b>TOTAL OPERATING EXPENSE -</b>       | <b>\$ 2,695,060</b> | <b>\$ 3,311,480</b> | <b>\$ (616,420)</b> | <b>-19%</b> |       | <b>\$ 23,132,396</b> | <b>\$ 26,405,576</b> | <b>\$ (3,273,181)</b> | <b>-12%</b> | <b>\$ 23,132,396</b>          | <b>\$ 22,790,884</b> | <b>\$ 341,512</b>   | <b>1%</b>  |

\*\* does not include depreciation

**Current Period Notes:**

- 1) Total Personnel Expenses are below budget due to not being at full complement.
- 2) Prof & Tech Fees are below budget due to anticipated website redesign costs straight-lined.
- 3) Repair - Equipment is under budget due to periodic payments made for annual maintenance contracts.
- 4) Repair - Rev Vehicle is under budget due to cost cutting measures in place.
- 5) Fuels & Lube Rev Veh is under budget due to the CNG conversion and the resulting economies in fuel consumption.
- 6) Tires & Tubes is over budget due to the cyclical nature of tire and tube replacements.
- 7) Rev Veh Parts is under budget due to the return of parts using the New Flyer Parts Credit.

5-2-08



**FY09**  
**Consolidated Operating Expenses**  
*For the month ending - February 28, 2009*

|                                 | Current Period   |               |               |              |              | Year to Date  |               |               |              | YTD Year Over Year Comparison |               |             |               |              |
|---------------------------------|--|---------------|---------------|--------------|--------------|---------------|---------------|---------------|--------------|-------------------------------|---------------|-------------|---------------|--------------|
|                                 | <u>Actual</u>  | <u>Budget</u> | <u>\$ Var</u> | <u>% Var</u> | <u>Notes</u> | <u>Actual</u> | <u>Budget</u> | <u>\$ Var</u> | <u>% Var</u> | <u>FY09</u>                   | <u>Actual</u> | <u>FY08</u> | <u>\$ Var</u> | <u>% Var</u> |
| 8) <b>Postage &amp; Mailing</b> | is under budget due to is lower than anticipated spending for the month of February 2009. Higher expenses will be incurred towards the end of the fiscal year.       |               |               |              |              |               |               |               |              |                               |               |             |               |              |
| 9) <b>Settlement costs</b>      | are under budget due to less than anticipated settlement costs for the month.  |               |               |              |              |               |               |               |              |                               |               |             |               |              |
| 10) <b>Contr/Paratrans</b>      | is under budget due to the three additional operators hired in Paratransit, as well as the negotiating of longer distanced rides allowing more sharing of the rides. |               |               |              |              |               |               |               |              |                               |               |             |               |              |

5-2-09



**FY2009  
CAPITAL BUDGET**

*For the month ending - February 28, 2009*

|  | <u>YTD Actual</u>    | <u>FY09 Budget</u>   | <u>Remaining Budget</u> | <u>% Spent YTD</u> |
|--|----------------------|----------------------|-------------------------|--------------------|
| <b><u>Grant-Funded Projects</u></b>                      |                      |                      |                         |                    |
| MetroBase Maintenance Facility                           | \$ 3,506,272         | \$ 3,605,404         | \$ 99,132               | 97%                |
| MetroBase Operations Facility                            | \$ 2,737             | \$ 9,404,019         | \$ 9,401,282            | 0%                 |
| Local Bus Replacement                                    | \$ 3,566,858         | \$ 3,572,932         | \$ 6,074                | 100%               |
| CNG Bus Conversions                                      | \$ 1,382,989         | \$ 3,410,000         | \$ 2,027,011            | 41%                |
| Pacific Station Project                                  | \$ 154,434           | \$ 3,176,077         | \$ 3,021,643            | 5%                 |
| H17 Bus Replacement                                      | \$ 2,358,396         | \$ 2,359,050         | \$ 654                  | 100%               |
| Facility Camera Security System                          | \$ -                 | \$ 220,000           | \$ 220,000              | 0%                 |
| Bus Camera Project                                       | \$ -                 | \$ 205,000           | \$ 205,000              | 0%                 |
| Trapeze Pass Interactive Voice Response System           | \$ -                 | \$ 91,141            | \$ 91,141               | 0%                 |
| Replace Dispatch Console                                 | \$ 18,048            | \$ 25,000            | \$ 6,952                | 72%                |
| <b>Subtotal Grant Funded Projects</b>                    | <b>\$ 10,989,734</b> | <b>\$ 26,068,623</b> | <b>\$ 15,078,889</b>    | <b>42%</b>         |
| <b><u>District Funded Projects</u></b>                   |                      |                      |                         |                    |
| <b><u>IT Projects</u></b>                                |                      |                      |                         |                    |
| Replace Fleet & Facilities Maintenance Software          | \$ -                 | \$ 470,000           | \$ 470,000              | 0%                 |
| Upgrade District Phone System                            | \$ 23,360            | \$ 100,000           | \$ 76,640               | 23%                |
| GFI Data Warehouse Project: Phase I                      | \$ -                 | \$ 65,000            | \$ 65,000               | 0%                 |
| Replace 4 Windows and 1 Sun Server                       | \$ 49,496            | \$ 50,000            | \$ 504                  | 99%                |
| Trapeze Pass Customer Certification Software             | \$ -                 | \$ 46,000            | \$ 46,000               | 0%                 |
| ATP - Hastus Run Time Analysis Program - IT/OPS          | \$ 18,695            | \$ 19,264            | \$ 569                  | 97%                |
| Upgrade GFI software to System 7 Version 2               | \$ 4,397             | \$ 17,000            | \$ 12,603               | 26%                |
| (2) Laptops (1) IT (1) Financial Analyst                 | \$ 3,551             | \$ 4,500             | \$ 949                  | 79%                |
| FMLA Tracking Software                                   | \$ -                 | \$ 4,000             | \$ 4,000                | 0%                 |
| Portable Projector w/case                                | \$ 1,955             | \$ 2,000             | \$ 45                   | 98%                |
| <b><u>Facilities Repair &amp; Improvements</u></b>       |                      |                      |                         |                    |
| Bus Stop Improvements                                    | \$ 7,770             | \$ 100,000           | \$ 92,230               | 8%                 |
| Replace Roof - Watsonville Transit Center Main Building  | \$ -                 | \$ 50,000            | \$ 50,000               | 0%                 |
| Patch, Reseal, and Restripe - Greyhound Lot              | \$ -                 | \$ 21,390            | \$ 21,390               | 0%                 |
| Digital ID Card Processing Equipment                     | \$ -                 | \$ 17,000            | \$ 17,000               | 0%                 |
| Patch, Reseal, Restripe - Cavallaro Transit Center (SVT) | \$ -                 | \$ 7,550             | \$ 7,550                | 0%                 |
| Patch, Reseal, Restripe - Soquel Park & Ride Lot         | \$ -                 | \$ 5,650             | \$ 5,650                | 0%                 |
| Reseal Operations Facility Roof-FY08 - Retention Invoice | \$ 2,663             | \$ 2,663             | \$ 1                    | 100%               |
| Add Alarm Audio/Visual - OPS Bldg                        | \$ 1,744             | \$ -                 | \$ (1,744)              | -100%              |

5-2.910





**FY2009**  
**CAPITAL BUDGET**  
*For the month ending - February 28, 2009*

|   | <u>YTD Actual</u>    | <u>FY09 Budget</u>   | <u>Remaining Budget</u> | <u>% Spent YTD</u> |
|---|----------------------|----------------------|-------------------------|--------------------|
| <b><u>Revenue Vehicle Replacement</u></b>               |                      |                      |                         |                    |
| Rebuild Bus Engines - 1998 Fleet                        | \$ 136,433           | \$ 129,302           | \$ (7,131)              | 106%               |
| Trilogy Bike Racks (7) w/assembly kits                  | \$ 13,380            | \$ 15,000            | \$ 1,620                | 89%                |
| <b><u>Non-Revenue Vehicle Replacement</u></b>           |                      |                      |                         |                    |
| DGS Fees - Last FY Purchase                             | \$ 1,651             | \$ -                 | \$ (1,651)              | -100%              |
| <b><u>Maint Equipment</u></b>                           |                      |                      |                         |                    |
| Replace Repeater for Davenport                          | \$ -                 | \$ 15,000            | \$ 15,000               | 0%                 |
| Portable Steam Cleaner - Transit Center cleaning        | \$ 10,081            | \$ 11,207            | \$ 1,126                | 90%                |
| Battery Powered Walk Behind Sweeper - Pacific Station   | \$ 5,285             | \$ 5,500             | \$ 215                  | 96%                |
| Wet/Dry Vac - Pacific Station, & other Metro facilities | \$ -                 | \$ 4,200             | \$ 4,200                | 0%                 |
| Decelerometer w/Printer                                 | \$ 1,242             | \$ 1,323             | \$ 81                   | 94%                |
| 2000 Watt Generator                                     | \$ 1,095             | \$ 1,200             | \$ 105                  | 91%                |
| <b><u>Office Equipment</u></b>                          |                      |                      |                         |                    |
| NONE  | \$ -                 | \$ -                 | \$ -                    | 0%                 |
| <b><u>Admin</u></b>                                     |                      |                      |                         |                    |
| Purchase & Renovation of Vernon Bldg                    | \$ 184,073           | \$ 2,962,139         | \$ 2,778,066            | 6%                 |
| <b>Subtotal District Funded Projects</b>                | <b>\$ 466,870</b>    | <b>\$ 4,126,888</b>  | <b>\$ 3,660,018</b>     | <b>11%</b>         |
| <b>TOTAL CAPITAL PROJECTS</b>                           | <b>\$ 11,456,604</b> | <b>\$ 30,195,511</b> | <b>\$ 18,738,907</b>    | <b>38%</b>         |

5-2-011



**FY2009**

**CAPITAL BUDGET**

*For the month ending - February 28, 2009*

|   | <u>YTD Actual</u>    | <u>FY09 Budget</u>   | <u>Remaining Budget</u> | <u>% Spent YTD</u> |
|---|----------------------|----------------------|-------------------------|--------------------|
| <b><u>CAPITAL FUNDING</u></b>                 |                      |                      |                         |                    |
| Federal Capital Grants                        | \$ 765,019           | \$ 3,158,343         | \$ 2,393,323            | 24%                |
| State/Other Capital Grants (STIP)             | \$ 6,582,989         | \$ 8,610,000         | \$ 2,027,011            | 76%                |
| State/Other Capital Grants (1B PTMISEA)       | \$ 2,483,678         | \$ 4,404,019         | \$ 1,920,341            | 56%                |
| State/Other Capital Grants (TCRP)             | \$ 154,434           | \$ 832,410           | \$ 677,976              | 19%                |
| State Security Bond Funds (1B)                | \$ 18,048            | \$ 440,505           | \$ 422,457              | 4%                 |
| STA Funding (Current Year)                    | \$ -                 | \$ 528,833           | \$ 528,833              | 0%                 |
| STA Funding (Prior Year)                      | \$ 717,189           | \$ 2,066,267         | \$ 1,349,078            | 35%                |
| Alternative Fuel Conversion Fund              | \$ 462,000           | \$ 462,000           | \$ -                    | 100%               |
| District Reserves (Lawsuit & Sakata Proceeds) | \$ 273,247           | \$ 6,440,577         | \$ 6,167,330            | 4%                 |
| Capital Reserves                              | \$ -                 | \$ 3,252,557         | \$ 3,252,557            | 0%                 |
| <b>TOTAL CAPITAL FUNDING</b>                  | <b>\$ 11,456,604</b> | <b>\$ 30,195,511</b> | <b>\$ 18,738,906</b>    | <b>38%</b>         |

5-2-09

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors  
FROM: District Counsel  
RE: Claim of: Allstate (Subro. Barajas) Received: 3/25/09 Claim #: 09-0009  
Date of Incident: 01/18/09 Occurrence Report No.: SC 01-09-16

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 3-31-09

---

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of April 24, 2009.

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

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

MG/lg  
Attachment(s)



**Allstate**

You're in good hands.

National Subro Processing  
PO BOX 660636  
DALLAS TX 75266

santa cruz metropolitan transit district  
370 Encinal St  
Santa Cruz CA 95062

March 23, 2009

INSURED: STEVE BARAJAS  
DATE OF LOSS: January 18, 2009  
CLAIM NUMBER [REDACTED]  
YOUR CLAIM NUMBER: JOSHUA SPARKMAN  
YOUR INSURED: santa cruz metropolitan transit district

PHONE NUMBER: 800-374-4246  
FAX NUMBER: 866-447-4293  
OFFICE HOURS: Mon - Fri 7:00 am - 5:30 pm

**Re: Subrogation Demand**

Dear santa cruz metropolitan transit district,

As you requested, we have enclosed the supporting damage documents for the claim listed above. Be sure to write the claim number listed above on your check

The total damages for this loss are \$1008.52.

Please send all payments to:

Allstate Payment Process Center  
P.O. Box 650271  
Dallas, TX 75265-0271

Feel free to contact us if you have any questions. Thank you.

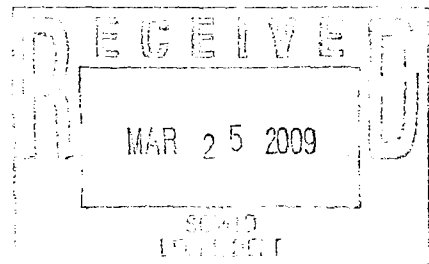
Sincerely,

*Your Claim Team*

Your Claim Team  
800-374-4246  
Allstate Indemnity Company

SUBP001

0128658713



5-3.2

**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Martinez, Maria  
Date of Incident: 3/31/09

Received: 4/09/09 Claim #: 09-0010  
Occurrence Report No.: SC 03-09-25

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 4-15-09

---

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of April 24, 2009.

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

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

MG/lg  
Attachment(s)

RECLAMO CONTRA EL DISTRITO METROPOLITANO DE TRÁNSITO DE SANTA CRUZ  
 (Según Sección 910 y Seguido de Código de Gobernación)  
 Reclamo # 09-0010

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

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

1. Nombre del Demandante Maria Martinez  
 Dirección del Demandante [REDACTED]  
 Teléfono del Demandante [REDACTED]  
 Dirección/Caja Postal a donde enviar notificaciones \_\_\_\_\_

2. Ocurrencia El chofer del camion no espero que me bajara del camion →  
 Fecha 3/31/09 Hora 10:45 Am Sitio Freedom Bikel

3. Circunstancias de la ocurrencia o transacción de donde proviene la demanda: Freedom Bikel  
El chofer del camion no espero que la gente  
bajara primero para subir a mas personas.

4. Descripción de dardas, obligaciones, lesiones, daños o pérdida, si se sabe:  
Ninguna perdida ni lesiones en las  
espirillas.

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

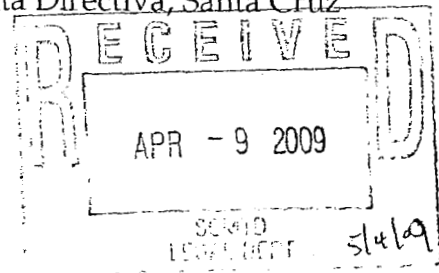
6. Cantidad reclamada ahora ..... \$ \_\_\_\_\_  
 Presupuesto de futuras pérdidas, si se sabe ..... \$ \_\_\_\_\_ N/A  
 TOTAL ..... \$ 6,000 o menos

7. Base de las computaciones anteriores: \_\_\_\_\_

Maria-E-Martinez  
 FIRMA DEL DEMANDANTE (o Representante  
 o Padre/Madre del Menor)

4/7/09  
 Fecha

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



quando paró yo tenía a mi niño en una mano en la otra  
tenía la carretola el bajo la resvaladilla para que una  
persona incapacitada supiera al bajar la resvaladilla  
no golpeo en las espinillas.





## **AGENDA**

**APRIL 15, 2009 - 6:00 PM**

**PACIFIC STATION CONFERENCE ROOM  
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF MARCH 18, 2009**
- 5. ACCEPT AND FILE RIDERSHIP REPORT FOR JANUARY 2009**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR DECEMBER 2008**
- 7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**
- 8. CONSIDERATION OF PROPOSED REGULATION REGARDING SERVICE ANIMALS ON FIXED ROUTE, PARATRANSIT VEHICLES AND METRO'S FACILITIES**
- 9. CONSIDERATION OF PROPOSED REGULATION REGARDING BICYCLES ON FIXED ROUTE**
- 10. CONSIDERATION OF DRAFT COPY OF SHORT RANGE TRANSIT PLAN**
- 11. DISTRIBUTION OF MAC VOUCHERS**
- 12. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 13. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 14. ITEMS FOR NEXT MEETING AGENDA**
- 15. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, MAY 20, 2009, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM*

**5-4.1**



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**February 18, 2009**

The METRO Advisory Committee (MAC) met on Wednesday, February 18, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Chair Naomi Gunther called the meeting to order at 6:07 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Naomi Gunther, Chair  
Stuart Rosenstein  
Dave Williams  
Robert Yount

**MEMBERS ABSENT**

Mara Murphy, Vice Chair  
Dennis "Pop" Papadopulo

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Mary Ferrick, Fixed Route Superint.  
Margaret Gallagher, District Counsel  
April Warnock, Paratransit Superint.

**VISITORS PRESENT**

Steve Prince, Bus Operator/ UTU Rep.

**2. AGENDA ADDITIONS/DELETIONS**

None.

**3. ORAL/WRITTEN COMMUNICATION**

Written:

None.

Oral:

Dave Williams commended Robert Yount and Mike Rotkin for an excellent job on KSCO radio regarding transit.

**4. CONSIDERATION OF APPROVAL OF MINUTES OF JANUARY 21, 2009**

**ACTION: MOTION: DAVE WILLIAMS SECOND: STUART ROSENSTEIN**

**ACCEPT AND FILE MINUTES OF THE JANUARY 21, 2009 MEETING AS PRESENTED.**

**Motion passed with Robert Yount abstaining and Mara Murphy and Dennis Papadopulo being absent.**

Regarding item 10 of the January 21, 2009, minutes Stuart Rosenstein clarified his comments of route 69 referred to peak hours only in the late afternoons to early evening

5-4.2

commute and it is occasionally late. Mr. Rosenstien also stated he thinks METRO is doing a great job.

**ITEM #10 WAS TAKEN OUT OF ORDER**

**10. DISCUSSION OF REVISED ELDERLY AND PERSONS WITH DISABILITIES  
FIXED ROUTE DISCOUNT FARE POLICY**

Margaret Gallagher revisited this item due to some changes in the policy, which are:

1. The word "Elderly" is changed to "Older Adult".
2. 4.01 include a METRO ParaCruz Identification Card and Paratransit Identification Card issued by another transit agency as documentation when purchasing a fixed route discount fare.
3. 6.01 added some language to make it easier to read and understand.

There was discussion regarding discounted fixed route fares for a personal care attendant and the policy for the number of personal care attendants one disabled individual is eligible to have travel with them.

**ACTION: MOTION: ROBERT YOUNT SECOND: DAVE WILLIAMS**

**MAC RECOMMENDS THAT THE BOARD OF DIRECTORS ACCEPT THE REVISED ELDERLY AND PERSONS WITH DISABILITIES FIXED ROUTE DISCOUNT FARE POLICY**

**Motion passed unanimously with Mara Murphy and Dennis Papadopulo being absent.**

**5. RIDERSHIP REPORT FOR NOVEMBER 2008 (NOT AVAILABLE)**

**6. FILE PARACRUZ OPERATIONS STATUS REPORT FOR OCTOBER 2008**

There was discussion regarding the addition of Performance Averages and Performance Goals, which were taken from the RFP when Community Bridges performed its contract with the exception of Performance Goals Greater than 60%, which was suggested by Director Hagen at a recent Board of Directors Meeting.

April Warnock pointed out that ParaCruz had its highest number of rides in a 1-month period at 8,766 rides. Part of the volume was due to the high number of operating days. She also stated that the Excessively late/missed trips looks like it is up, but 4 of them were 2 doubles and she explained the doubles.

There was discussion of the increase of rides greater than 10 miles. The shift of locations for rides, staff time to coordinate rides directly with the client and the benefit of this good customer service contact, maximizing vehicle capacity and size of vehicle sent.

**7. ELECTION OF OFFICERS**

Chair Naomi Gunther opened up the meeting to nominations of officers.

Dave Williams nominated Naomi Gunther for the position of Chair.

**ACTION: MOTION: DAVE WILLIAMS SECOND: ROBERT YOUNT**

**ELECT NAOMI GUNTHER AS CHAIR OF MAC**

**Motion passed with Naomi Gunther abstaining and Mara Murphy and Dennis Papadopulo being absent.**

Dave Williams nominated Robert Yount for the position of Vice Chair.

**ACTION: MOTION: DAVE WILLIAMS SECOND: NAOMI GUNTHER**

**ELECT ROBERT YOUNT AS VICE CHAIR OF MAC**

**Motion passed unanimously with Mara Murphy and Dennis Papadopulo being absent.**

**8. CONSIDERATION OF REGULAR MEETING MAC CALENDAR FOR 2009**

**ACTION: MOTION: ROBERT YOUNT SECOND: NAOMI GUNTHER**

**ACCEPT AND FILE MAC REGULAR MEETING CALENDAR FOR 2009**

**Motion passed unanimously with Mara Murphy and Dennis Papadopulo being absent.**

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

Robert Yount attended BSAC and reported that there is now a covered bus stop at Felton Faire and he expects 2 more to be installed by the end of the month. He also discussed a few areas BSAC is concerned about they are: Golden Torch area on the outbound to Watsonville, Soquel/Daubenbiss and 17<sup>th</sup> Avenue/Capitola Road.

Mr. Yount reported bus stops are approximately \$150,000.00 each in the San Lorenzo Valley due to their ADA requirements.

**11. CONSIDERATION OF FIXED ROUTE HOLIDAY SERVICE**

Ciro Aguirre distributed a copy of Impacts of California Budget Cuts on METRO, which is attached to the file copy of these minutes. Mr. Aguirre explained each of the items listed. There was discussion regarding METRO's current state of affairs, replacement of diesel buses and the deadline date in 2012, local tax revenue, communication on the web site of up to date facts and impact on service.

At the request of Stuart Rosenstein at the January 21<sup>st</sup> meeting METRO staff researched a grant submitted for Holiday Bus Service on August 16, 2006. Mary Ferrick reported the grant was submitted to the Air District and was not funded due to low score on emissions and insufficient funds.

**12. CONSIDERATION OF DESIGNATED PARKING SPACE AT THE WATSONVILLE TRANSIT CENTER**

There was discussion of the designation of a disabled or passenger loading area at the pull out at the Watsonville Transit Center on Rodriguez Street. It was decided that a passenger-loading zone limited to 3 to 5 minutes would benefit everyone and Robert Yount will take the issue to BSAC.

**13. DISTRIBUTION OF MAC VOUCHERS**

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

**14. COMMUNICATIONS TO METRO GENERAL MANAGER**

None.

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

None.

**16. ITEMS FOR NEXT MEETING AGENDA**

- Consideration of METRO's Web Site
- Consideration of Fixed Route Holiday Service
- Review of Service Animals on Fixed route, Paratransit Vehicles and METRO's Facilities Policy
- Review Bicycles on Fixed Route Buses Policy

**ADJOURN**

There being no further business, Chair Naomi Gunther thanked everyone for participating and adjourned the meeting at 7:54 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "K. Blight".

KAREN BLIGHT  
Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24<sup>th</sup>, 2009  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT:** METRO PARACRUZ OPERATIONS STATUS REPORT

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## 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.

5-5.1

At the January 23<sup>rd</sup>, 2008 METRO Board of Directors meeting Staff was requested to provide additional information on the number of ParaCruz eligibility assessments conducted each year since in-person eligibility assessments started August 2002. In person Eligibility assessments were initiated while METRO's ADA Paratransit was a service contracted with Community Bridges. METRO ParaCruz has been administered in-house since October 2004. Attachment G illustrates the differences of the number of assessments conducted each year, separated into each category of Eligibility determinations.

Nortel telephone statistics are unavailable for January 2009 at this time. Nortel was unaware that their web-based reporting was unable to report statistics after the year of 2008. They are now in the process of 'patching' their programming to allow for expansion of reporting through the year 2009.

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

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

|  | January 2008  | January 2009  |
|--|---------------|---------------|
| Total pick ups   | 6847          | 7172          |
| <b>Percent in "ready window"</b>                           | <b>93.97%</b> | <b>95.04%</b> |
| 1 to 5 minutes late  | 2.60%         | 2.27%         |
| 6 to 10 minutes late                                       | 1.26%         | 1.37%         |
| 11 to 15 minutes late                                      | .69%          | .70%          |
| 16 to 20 minutes late                                      | .42%          | .35%          |
| 21 to 25 minutes late                                      | .31%          | .14%          |
| 26 to 30 minutes late                                      | .18%          | .07%          |
| 31 to 35 minutes late                                      | .15%          | .01%          |
| 36 to 40 minutes late                                      | .10%          | .01%          |
| 41 or more minutes late<br>(excessively late/missed trips) | .09%          | .04%          |
| <b>Total beyond "ready window"</b>                         | <b>6.03%</b>  | <b>4.96%</b>  |

During the month of January 2009, ParaCruz received four (4) Customer Service complaints. One (1) of the complaints were valid, and three (3) were not valid.

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

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

NONE

#### **V. ATTACHMENTS**

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



# Attachment A

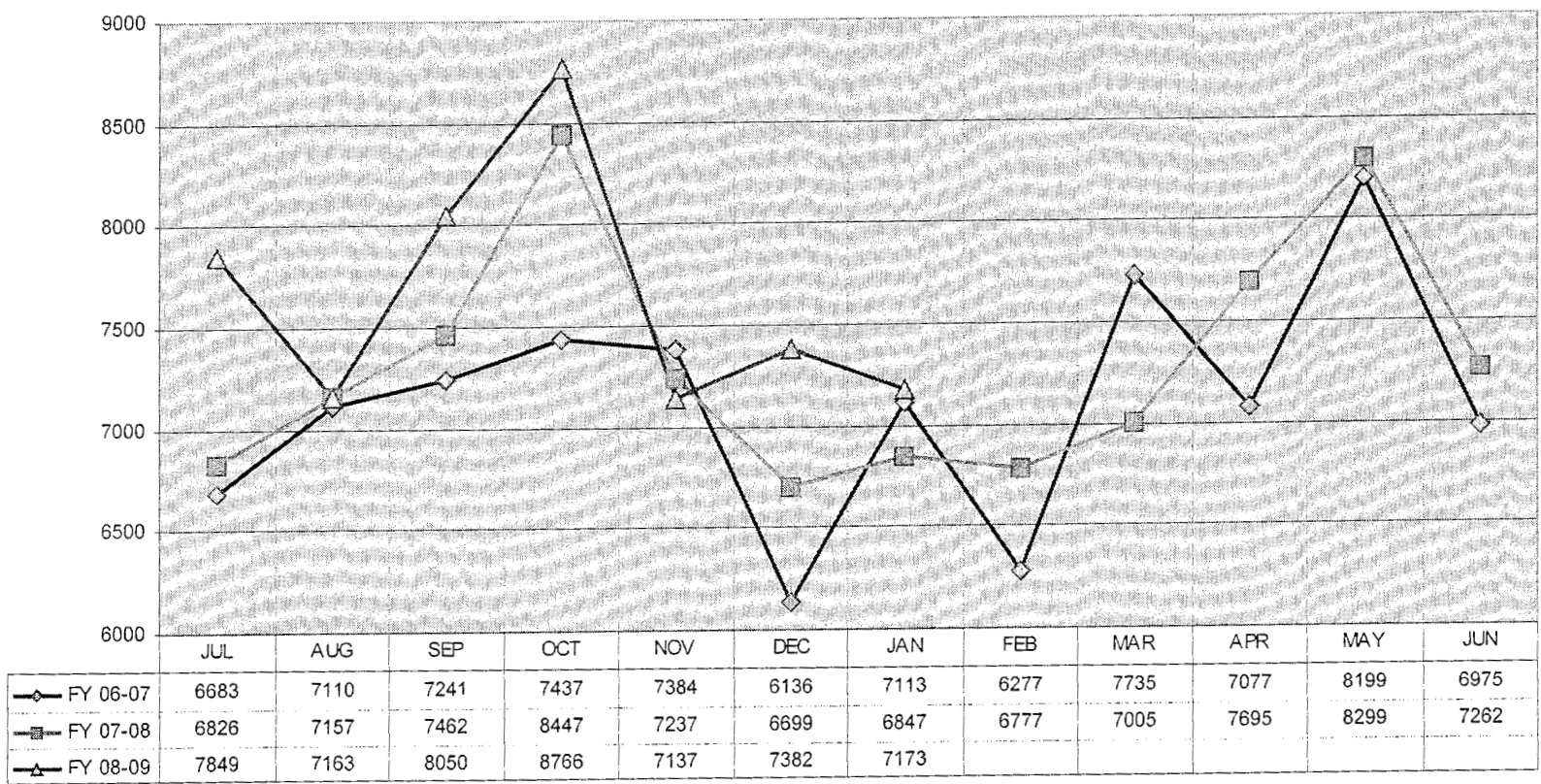
Board of Directors  
Board Meeting April 24<sup>th</sup>, 2009

## Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through January 2009.

|   | Jan 08   | Jan 09   | Fiscal 07-08 | Fiscal 08-09 | Performance Averages | Performance Goals                |
|---|----------|----------|--------------|--------------|----------------------|----------------------------------|
| Requested                                 | 7556     | 7708     | 54,708       | 57,696       | 8165                 |                                  |
| Performed                                 | 6847     | 7172     | 50,675       | 46,247       | 7538                 |                                  |
| Cancels                                   | 18.05%   | 18.19%   | 18.89%       | 18.19%       | 18.06%               |                                  |
| No Shows                                  | 2.89%    | 2.45%    | 2.98%        | 2.90%        | 2.74%                | Less than 3%                     |
| Total miles                               | 45,200   | 50,001   | 334,216      | 360,287      | 49,865               |                                  |
| Av trip miles                             | 4.99     | 5.14     | 5.15         | 5.09         | 4.99                 |                                  |
| Within ready window                       | 93.97%   | 95.04%   | 93.69%       | 95.87%       | 94.39%               | 92.00% or better                 |
| Excessively late/missed trips             | 5        | 3        | 22           | 25           | 2.75                 | Zero (0)                         |
| Call center volume                        | 6089     | N/A      | 43,786       | N/A          | N/A                  |                                  |
| Call average seconds to answer            | 28       | N/A      | 30           | N/A          | N/A                  | Less than 2 minutes              |
| Hold times less than 2 minutes            | 96%      | N/A      | 96%          | N/A          | N/A                  | Greater than 90%                 |
| Distinct riders                           | 757      | 796      | 1,478        | 1,480        | 792                  |                                  |
| Most frequent rider                       | 64 rides | 85 rides | 322 rides    | 250 rides    | 55 rides             |                                  |
| Shared rides                              | 64.5%    | 60.3%    | 64.8%        | 65.5%        | 67.92%               | Greater than 60%                 |
| Passengers per rev hour                   | 2.52     | 2.08     | 2.48         | 2.10         | 2.13                 | Greater than 1.6 passengers/hour |
| Rides by supplemental providers           | 3.88%    | 4.96%    | 16.25%       | 9.13%        | 10.31%               | No more than 25%                 |
| Vendor cost per ride                      | \$21.92  | \$22.14  | \$22.90      | \$23.20      | \$22.72              |                                  |
| ParaCruz driver cost per ride (estimated) | \$23.79  | \$25.91  | \$23.93      | \$24.85      | \$25.52              |                                  |
| Rides < 10 miles                          | 82.02%   | 70.59%   | 72.11%       | 70.77%       | 70.94%               |                                  |
| Rides > 10                                | 17.98%   | 29.41%   | 27.89%       | 29.23%       | 29.06%               |                                  |

5-5.91

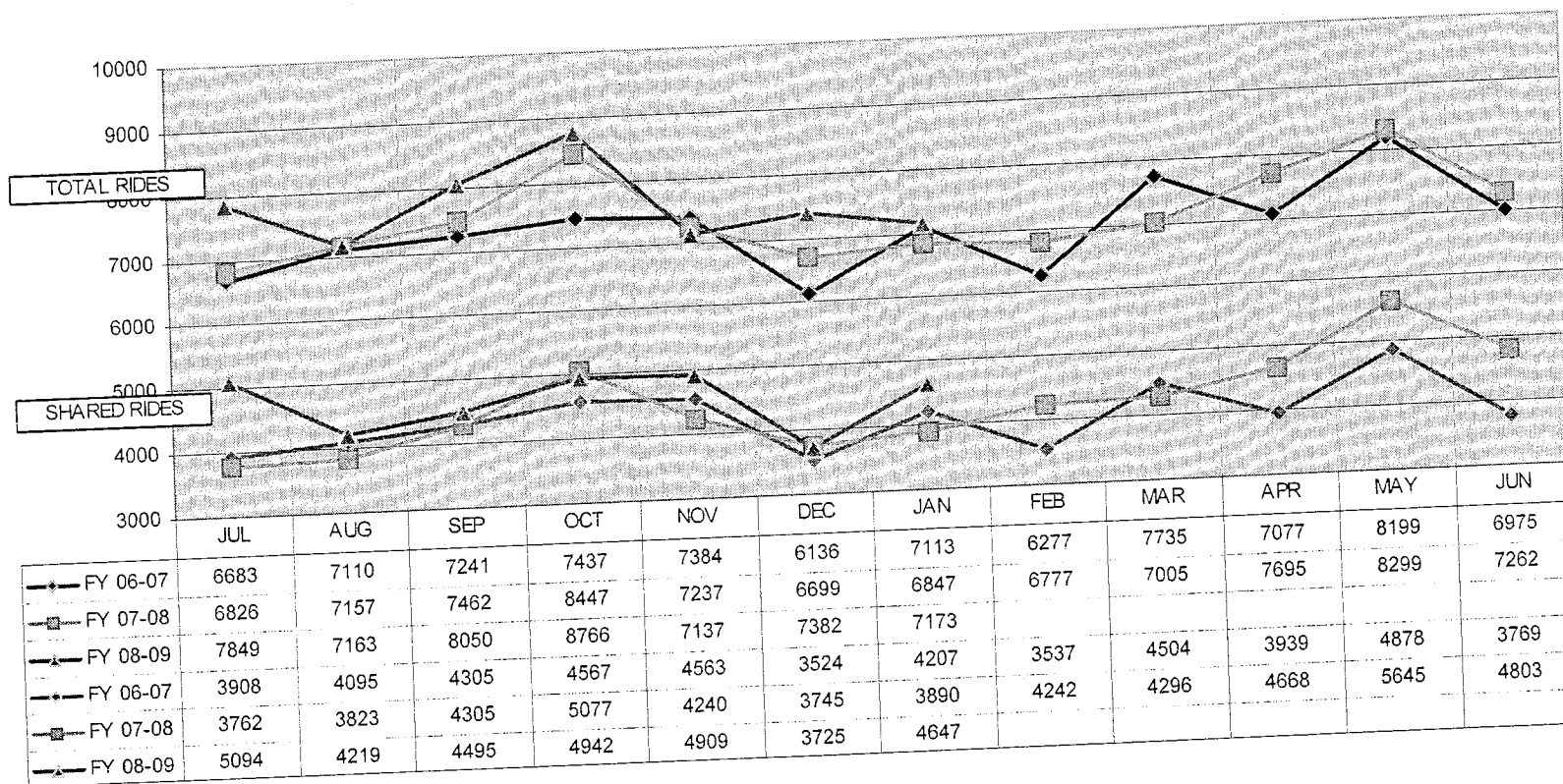
NUMBER OF RIDES COMPARISON CHART



5-5.61

Attachment B

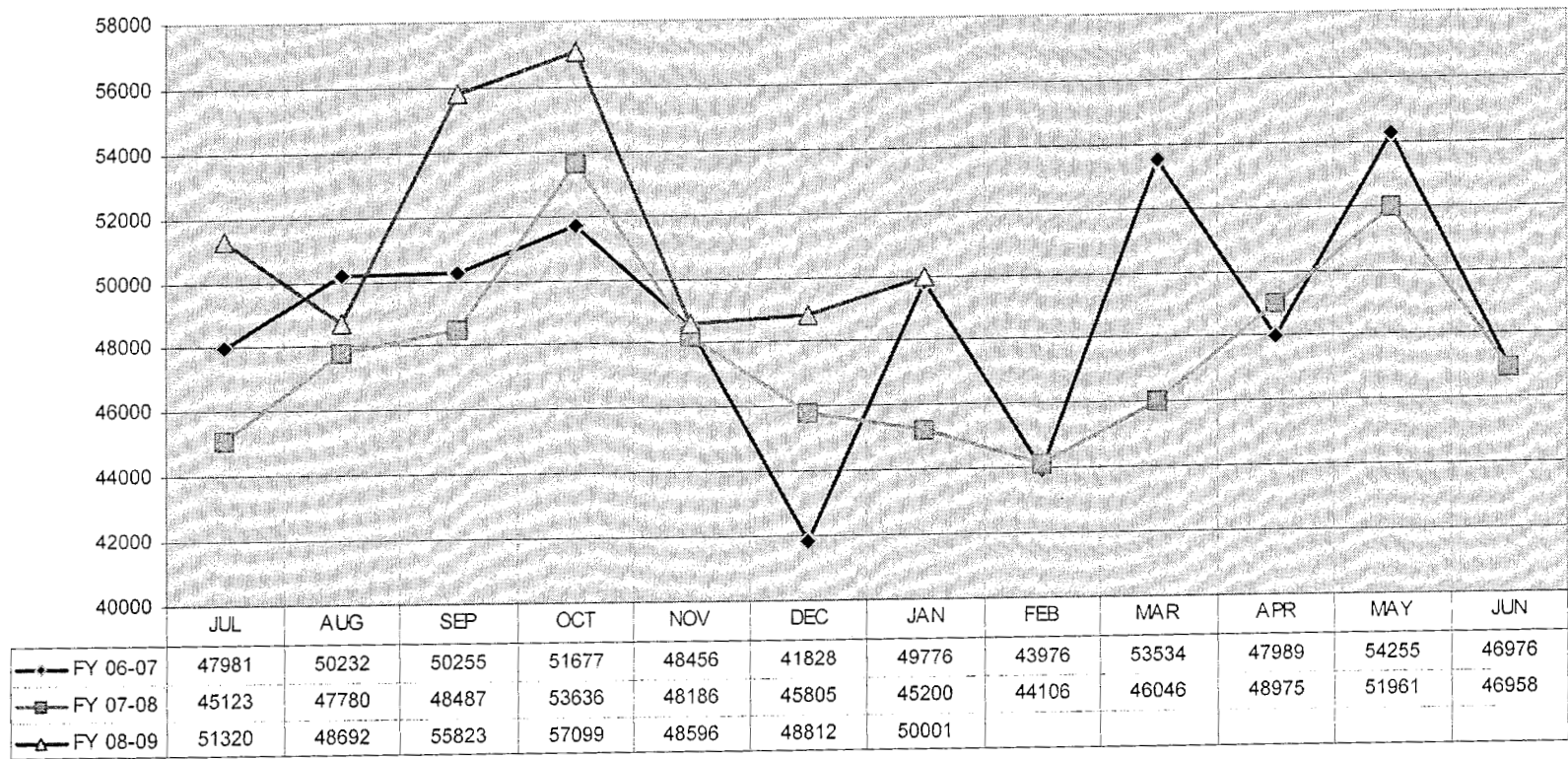
TOTAL vs. SHARED RIDES



5-5.01

Attachment C

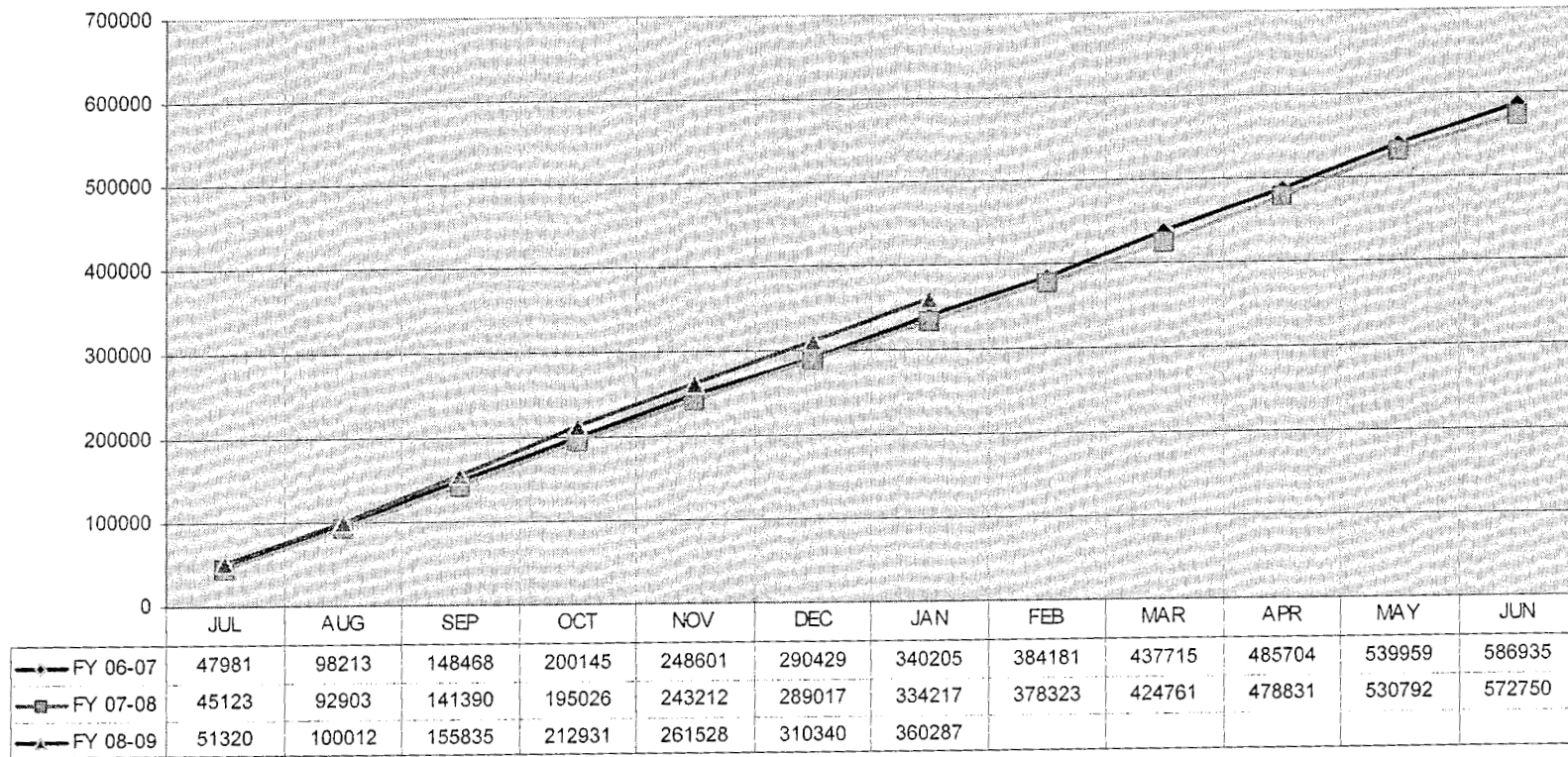
MILEAGE COMPARISON



5-5.41

Attachment D

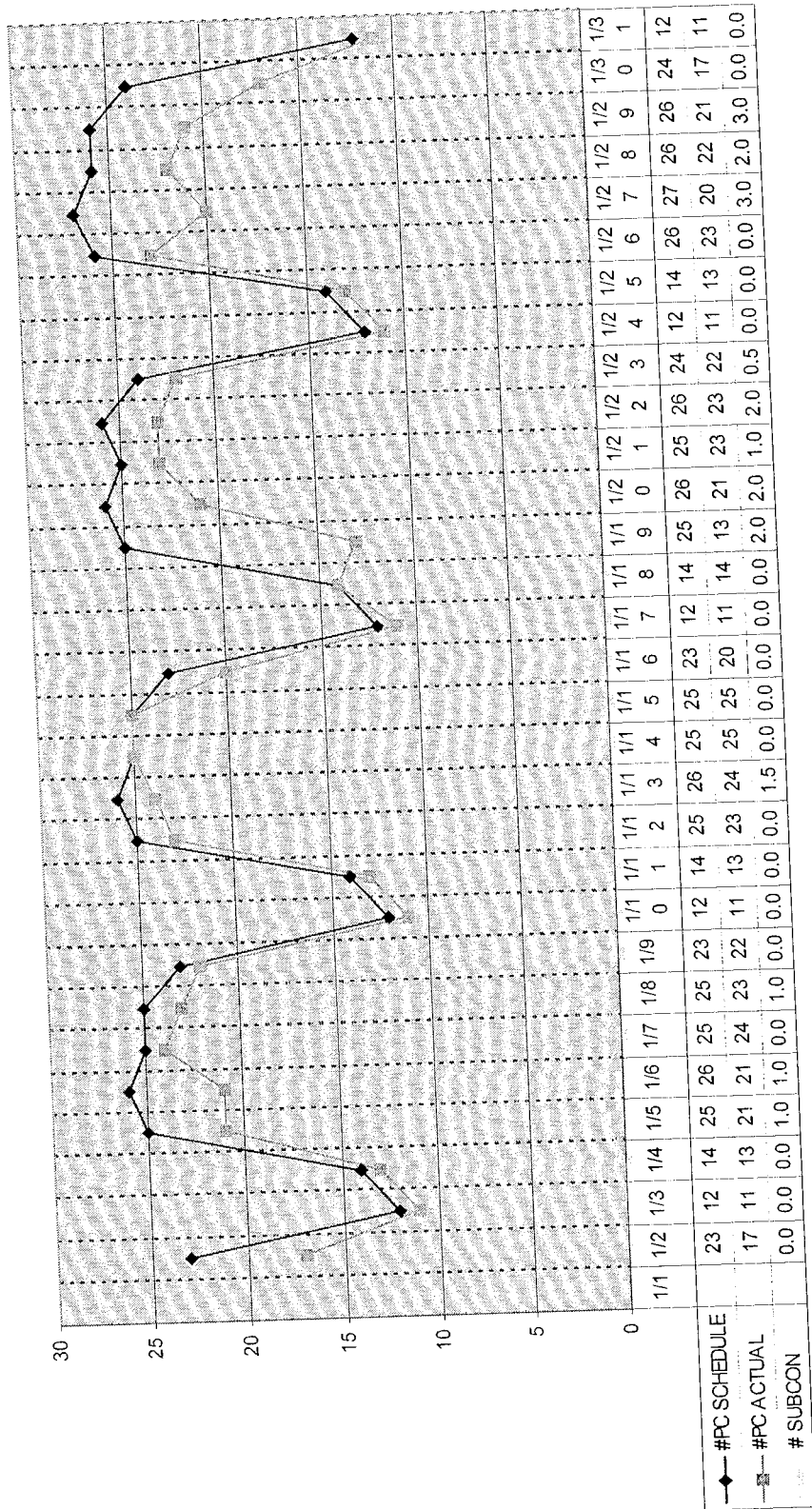
YEAR TO DATE MILEAGE COMPARISON



5-5.e1

Approved

DAILY DRIVERS vs. SUBCONTRACTORS



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

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

| MONTHLY ASSESSMENTS - 2009 |              |             |              |           |        |       |
|----------------------------|--------------|-------------|--------------|-----------|--------|-------|
|                            | UNRESTRICTED | RESTRICTED  | RESTRICTED   | TEMPORARY | DENIED | TOTAL |
|                            |              | CONDITIONAL | TRIP BY TRIP |           |        |       |
| JANUARY                    | 30           | 5           | 0            | 9         | 2      | 46    |

| NUMBER OF ELIGIBLE RIDERS |        |
|---------------------------|--------|
| YEAR                      | ACTIVE |
| 2005                      | 5336   |
| 2006                      | 5315   |
| 2007                      | 4820   |
| 2008                      | 4895   |

# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

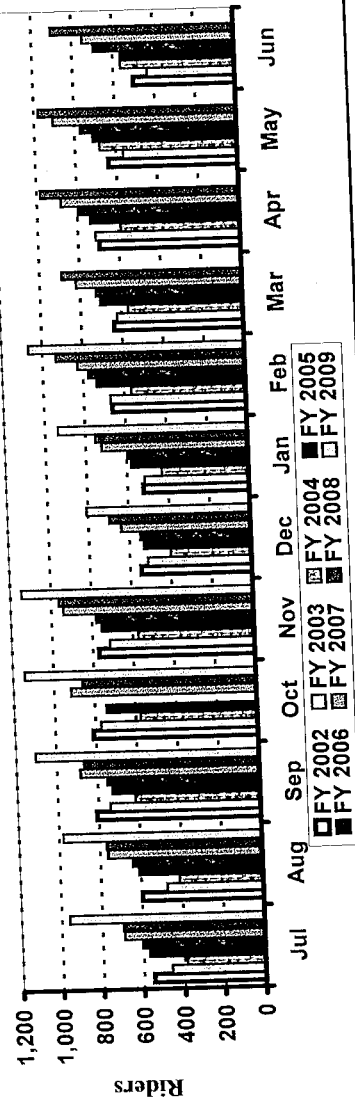
FISCAL YEAR 2009

| MONTHLY                   | Jul-2008  | Aug-2008 | Sep-2008 | Oct-2008  | Nov-2008 | Dec-2008 | Jan-2009  | Feb-2009 | Mar-2009 | Apr-2009  | May-2009 | Jun-2009 |
|---------------------------|-----------|----------|----------|-----------|----------|----------|-----------|----------|----------|-----------|----------|----------|
| <b>Total Ridership</b>    | 25,909    | 26,183   | 27,827   | 31,546    | 28,009   | 21,008   | 24,835    | 25,969   |          |           |          |          |
| Avg. Weekday Ridership    | 959       | 977      | 1,101    | 1,142     | 1,142    | 805      | 933       | 1,066    |          |           |          |          |
| Avg. Saturday Ridership   | 540       | 566      | 550      | 625       | 567      | 422      | 559       | 580      |          |           |          |          |
| Avg. Sunday Ridership     | 531       | 565      | 500      | 697       | 660      | 324      | 488       | 584      |          |           |          |          |
| <b>Total Service Days</b> | 31        | 31       | 30       | 31        | 30       | 31       | 31        | 28       |          |           |          |          |
| Number of Weekdays        | 22        | 21       | 21       | 23        | 18       | 22       | 21        | 20       |          |           |          |          |
| Number of Saturdays       | 4         | 5        | 4        | 4         | 5        | 4        | 5         | 4        |          |           |          |          |
| Number of Sundays         | 5         | 5        | 5        | 4         | 7        | 5        | 5         | 5        |          |           |          |          |
| <b>Revenue Hours</b>      | 1,485     | 1,451    | 1,468    | 1,633     | 1,456    | 1,592    | 1,562     | 1,453    |          |           |          |          |
| <b>QUARTERLY</b>          |           |          |          |           |          |          |           |          |          |           |          |          |
|                           | <b>Q1</b> |          |          | <b>Q2</b> |          |          | <b>Q3</b> |          |          | <b>Q4</b> |          |          |
| <b>Total Ridership</b>    | 79,919    |          |          | 80,563    |          |          |           |          |          |           |          |          |
| Avg. Weekday Ridership    | 1,012     |          |          | 1,024     |          |          |           |          |          |           |          |          |
| Avg. Saturday Ridership   | 553       |          |          | 540       |          |          |           |          |          |           |          |          |
| Avg. Sunday Ridership     | 532       |          |          | 564       |          |          |           |          |          |           |          |          |
| <b>Revenue Hours</b>      | 4,403     |          |          | 4,681     |          |          |           |          |          |           |          |          |
| <b>FYTD</b>               |           |          |          |           |          |          |           |          |          |           |          |          |
| <b>Total Ridership</b>    | 25,909    | 52,092   | 79,919   | 111,465   | 139,474  | 160,482  | 185,317   | 211,286  |          |           |          |          |
| Avg. Weekday Ridership    | 959       | 968      | 1,012    | 1,046     | 1,063    | 1,018    | 1,006     | 1,013    |          |           |          |          |
| Avg. Saturday Ridership   | 540       | 554      | 553      | 570       | 569      | 547      | 549       | 552      |          |           |          |          |
| Avg. Sunday Ridership     | 531       | 548      | 532      | 567       | 592      | 549      | 540       | 545      |          |           |          |          |
| <b>Revenue Hours</b>      | 1,485     | 2,936    | 4,403    | 6,037     | 7,492    | 9,084    | 10,646    | 12,098   |          |           |          |          |

## FYTD COMPARISON 2009 vs. 2008

|                      | FY 2009            |                    | FY 2008            |                    | Percent Change |
|----------------------|--------------------|--------------------|--------------------|--------------------|----------------|
|                      | Jul '08 to Feb '09 | Jul '07 to Feb '08 | Jul '08 to Feb '09 | Jul '07 to Feb '08 |                |
| # of Weekdays        | 168                | 169                | 168                | 161                | -0.6%          |
| Total Ridership      | 211,286            | 168,161            | 211,286            | 168,161            | 25.6%          |
| Avg. Wkday Ridership | 1,013              | 814                | 1,013              | 814                | 24.5%          |
| Avg Sat Ridership    | 552                | 405                | 552                | 405                | 36.2%          |
| Avg Sun Ridership    | 545                | 412                | 545                | 412                | 32.3%          |
| Revenue Hours        | 12,098             | 11,488             | 12,098             | 11,488             | 5.3%           |
| Riders Per Rev. Hour | 17.46              | 14.64              | 17.46              | 14.64              | 19.3%          |

## HIGHWAY 17 EXPRESS Average Weekday Ridership History





**Santa Cruz METRO  
February 2009 Ridership Report**

| ROUTE        | Miles             | Hours            | UC             |                 |                   | Full Fare        | Tickets           | Cash S/D          |                   |             | S/D Day Pass   | Passes/Free Rides | Pacific Shores | Total Ridership | Passengers   |              | Wheelchair    | Bike |
|--------------|-------------------|------------------|----------------|-----------------|-------------------|------------------|-------------------|-------------------|-------------------|-------------|----------------|-------------------|----------------|-----------------|--------------|--------------|---------------|------|
|              |                   |                  | Student        | Staff Faculty   | Cabrillo          |                  |                   | Riders            | Day Pass          | Per Mile    |                |                   |                |                 | Per Hour     |              |               |      |
| 10           | 5,020.51          | 420.91           | 35,207         | 1,533           | 206               | 903              | 23                | 69                | 15                | 5           | 1,056          | 24                | 39,041         | 7.78            | 92.75        | 25           | 958           |      |
| 13           | 2,088.48          | 178.60           | 14,123         | 588             | 62                | 246              | 4                 | 7                 | 4                 | 0           | 348            | 5                 | 15,387         | 7.37            | 86.15        | 2            | 408           |      |
| 15           | 7,253.74          | 609.30           | 46,761         | 1,795           | 274               | 924              | 16                | 48                | 9                 | 4           | 1,142          | 22                | 50,995         | 7.03            | 83.69        | 18           | 1,295         |      |
| 16           | 14,174.67         | 1,166.84         | 90,199         | 3,208           | 545               | 3,068            | 35                | 137               | 41                | 9           | 2,557          | 79                | 99,878         | 7.05            | 85.60        | 32           | 2,295         |      |
| 19           | 5,296.62          | 397.89           | 26,459         | 1,151           | 206               | 866              | 6                 | 61                | 11                | 25          | 981            | 21                | 29,787         | 5.62            | 74.86        | 11           | 721           |      |
| 3            | 2,272.40          | 164.66           | 574            | 87              | 272               | 544              | 18                | 132               | 18                | 40          | 1,329          | 87                | 3,101          | 1.36            | 18.83        | 10           | 62            |      |
| 4            | 1,415.10          | 146.66           | 239            | 76              | 109               | 451              | 146               | 281               | 10                | 25          | 3,458          | 153               | 4,948          | 3.50            | 33.74        | 46           | 131           |      |
| 7            | 1,042.00          | 93.34            | 180            | 39              | 106               | 105              | 16                | 57                | 1                 | 10          | 677            | 19                | 1,210          | 1.16            | 12.96        | 7            | 10            |      |
| 9            | 433.64            | 23.00            | 18             | 13              | 5                 | 109              | 4                 | 5                 | 2                 | 2           | 172            | 11                | 341            | 0.79            | 14.83        | 0            | 2             |      |
| 12A          | 250.12            | 18.05            | 1,375          | 30              | 9                 | 31               | 3                 | 2                 | 0                 | 2           | 16             | 4                 | 1,472          | 5.89            | 81.55        | 0            | 39            |      |
| 20           | 5,464.55          | 382.48           | 23,437         | 724             | 278               | 949              | 37                | 110               | 8                 | 6           | 1,539          | 108               | 27,196         | 4.98            | 71.10        | 9            | 542           |      |
| 27x          | 1,335.32          | 114.00           | 4,677          | 235             | 29                | 62               | 0                 | 1                 | 0                 | 0           | 107            | 3                 | 5,114          | 3.83            | 44.86        | 0            | 259           |      |
| 31           | 2,131.64          | 110.66           | 88             | 58              | 101               | 507              | 28                | 20                | 5                 | 2           | 761            | 11                | 1,581          | 0.74            | 14.29        | 10           | 102           |      |
| 32           | 714.84            | 42.34            | 80             | 3               | 17                | 185              | 11                | 4                 | 0                 | 0           | 305            | 11                | 616            | 0.86            | 14.55        | 1            | 14            |      |
| 33           | 448.74            | 20.70            | 0              | 4               | 8                 | 117              | 16                | 0                 | 0                 | 0           | 202            | 20                | 367            | 0.82            | 17.73        | 0            | 4             |      |
| 34           | 251.28            | 15.89            | 0              | 0               | 0                 | 75               | 0                 | 0                 | 0                 | 0           | 130            | 1                 | 206            | 0.82            | 12.96        | 0            | 0             |      |
| 35           | 35,953.38         | 1,805.04         | 1,356          | 370             | 1,919             | 10,994           | 283               | 952               | 266               | 125         | 18,926         | 353               | 35,544         | 0.99            | 19.69        | 17           | 1,475         |      |
| 40           | 2,298.32          | 93.32            | 65             | 14              | 24                | 589              | 9                 | 19                | 7                 | 6           | 619            | 15                | 1,367          | 0.59            | 14.65        | 0            | 37            |      |
| 41           | 2,905.20          | 120.66           | 397            | 84              | 79                | 569              | 6                 | 19                | 10                | 0           | 414            | 28                | 1,606          | 0.55            | 13.31        | 3            | 127           |      |
| 42           | 3,163.40          | 117.34           | 186            | 21              | 58                | 371              | 3                 | 45                | 1                 | 2           | 257            | 6                 | 950            | 0.30            | 8.10         | 1            | 86            |      |
| 53           | 1,113.60          | 78.66            | 9              | 19              | 32                | 177              | 7                 | 59                | 3                 | 2           | 462            | 11                | 781            | 0.70            | 9.93         | 19           | 17            |      |
| 54           | 1,871.76          | 108.66           | 7              | 3               | 144               | 216              | 5                 | 37                | 2                 | 3           | 402            | 2                 | 821            | 0.44            | 7.56         | 7            | 21            |      |
| 55           | 2,697.20          | 183.34           | 29             | 43              | 1,356             | 619              | 27                | 120               | 16                | 28          | 1,460          | 32                | 3,730          | 1.38            | 20.34        | 61           | 93            |      |
| 56           | 2,105.80          | 93.00            | 5              | 9               | 308               | 257              | 9                 | 73                | 3                 | 4           | 499            | 17                | 1,184          | 0.56            | 12.73        | 6            | 23            |      |
| 66           | 6,103.13          | 526.47           | 2,018          | 296             | 742               | 4,647            | 146               | 659               | 93                | 52          | 6,997          | 166               | 15,816         | 2.59            | 30.04        | 129          | 383           |      |
| 68           | 4,705.52          | 384.94           | 1,683          | 317             | 394               | 2,508            | 82                | 340               | 65                | 26          | 4,655          | 107               | 10,177         | 2.16            | 26.44        | 71           | 260           |      |
| 68N          | 1,723.40          | 124.12           | 595            | 47              | 122               | 731              | 16                | 32                | 1                 | 0           | 762            | 12                | 2,318          | 1.35            | 18.68        | 3            | 97            |      |
| 69           | 3,320.32          | 300.20           | 1,206          | 267             | 380               | 2,323            | 87                | 311               | 36                | 28          | 4,027          | 101               | 8,766          | 2.64            | 29.20        | 61           | 273           |      |
| 69A          | 13,616.44         | 732.86           | 1,484          | 407             | 689               | 7,458            | 307               | 169               | 109               | 77          | 8,683          | 375               | 19,758         | 1.45            | 26.96        | 185          | 695           |      |
| 69N          | 1,659.90          | 133.32           | 528            | 72              | 346               | 504              | 7                 | 54                | 0                 | 0           | 835            | 19                | 2,365          | 1.42            | 17.74        | 17           | 141           |      |
| 69W          | 13,263.07         | 740.14           | 1,724          | 478             | 3,875             | 8,202            | 250               | 946               | 130               | 78          | 9,901          | 307               | 25,891         | 1.95            | 34.98        | 142          | 847           |      |
| 70           | 2,014.67          | 165.66           | 317            | 54              | 2,674             | 1,188            | 61                | 120               | 17                | 9           | 1,960          | 110               | 6,510          | 3.23            | 39.30        | 30           | 205           |      |
| 71           | 45,964.19         | 2,629.00         | 3,132          | 1,089           | 10,419            | 22,888           | 872               | 2,719             | 264               | 224         | 23,861         | 1,264             | 66,732         | 1.45            | 25.38        | 432          | 3,001         |      |
| 72           | 5,260.08          | 254.34           | 2              | 34              | 195               | 1,489            | 24                | 257               | 29                | 17          | 1,156          | 54                | 3,257          | 0.62            | 12.81        | 15           | 58            |      |
| 74           | 3,216.98          | 188.34           | 5              | 35              | 81                | 1,543            | 127               | 273               | 17                | 24          | 959            | 0                 | 3,064          | 0.95            | 16.27        | 19           | 12            |      |
| 75           | 6,158.88          | 371.00           | 18             | 33              | 201               | 3,067            | 138               | 550               | 56                | 60          | 2,008          | 0                 | 6,131          | 1.00            | 16.53        | 41           | 153           |      |
| 76           | 1,681.98          | 88.66            | 14             | 4               | 11                | 363              | 20                | 54                | 5                 | 6           | 335            | 0                 | 812            | 0.48            | 9.16         | 6            | 19            |      |
| 79           | 1,569.26          | 91.66            | 8              | 16              | 62                | 532              | 44                | 228               | 17                | 43          | 656            | 0                 | 1,606          | 1.02            | 17.52        | 52           | 7             |      |
| 88           | 745.25            | 74.68            | 7              | 0               | 2                 | 9                | 3,624             | 1                 | 0                 | 0           | 2,038          | 0                 | 5,681          | 7.62            | 76.07        | 43           | 3             |      |
| 91x          | 5,561.68          | 239.20           | 231            | 99              | 915               | 1,113            | 201               | 100               | 47                | 18          | 1,456          | 0                 | 4,180          | 0.75            | 17.47        | 5            | 206           |      |
| UC Supp.     | 1,983.32          | 123.73           | 7,881          | 349             | 14                | 64               | 1                 | 3                 | 0                 | 0           | 103            | 5                 | 8,420          | 4.25            | 68.05        | 1            | 112           |      |
| Night Owl    | 1,609.39          | 129.84           | 4,745          | 76              | 26                | 282              | 0                 | 4                 | 0                 | 0           | 94             | 4                 | 5,231          | 3.25            | 40.29        | 0            | 112           |      |
| <b>TOTAL</b> | <b>221,859.78</b> | <b>13,803.50</b> | <b>271,069</b> | <b>13,780</b>   | <b>27,295</b>     | <b>81,845</b>    | <b>6,719</b>      | <b>9,078</b>      | <b>1,318</b>      | <b>962</b>  | <b>108,305</b> | <b>3,567</b>      | <b>523,938</b> | <b>2.36</b>     | <b>37.96</b> | <b>1,537</b> | <b>15,305</b> |      |
| <b>ROUTE</b> | <b>VTA/SC</b>     | <b>ECO</b>       | <b>Full</b>    | <b>S/D</b>      | <b>Passes/</b>    | <b>RIDERSHIP</b> | <b>Passengers</b> | <b>Passengers</b> | <b>Wheelchair</b> | <b>Bike</b> |                |                   |                |                 |              |              |               |      |
|              | <b>Day Pass</b>   | <b>CalTrain</b>  | <b>Pass</b>    | <b>Day Pass</b> | <b>Free Rides</b> |                  | <b>Per Mile</b>   | <b>Per Hour</b>   |                   |             |                |                   |                |                 |              |              |               |      |
| 17           | 44,862.58         | 1,552.32         | 70             | 90              | 271               | 10,869           | 419               | 1,238             | 146               | 12,187      |                |                   | 25,290         | 0.56            | 16.29        | 47           | 840           |      |

**February Ridership 549,228**

## Santa Cruz METRO February 2008 Ridership Report

| ROUTE           | Miles             | Hours            | Passes/<br>Free Rides | UC<br>Student  | UC Staff<br>Faculty | Full<br>Fare  | Day Pass     | Cash S/D<br>Riders | S/D<br>Day Pass | Cabrillo      | Total<br>Ridership | Passengers<br>Per Mile | Passengers<br>Per Hour | W/C          | Bike          |
|-----------------|-------------------|------------------|-----------------------|----------------|---------------------|---------------|--------------|--------------------|-----------------|---------------|--------------------|------------------------|------------------------|--------------|---------------|
| 10              | 5,237.28          | 439.16           | 875                   | 29,111         | 1,981               | 917           | 10           | 62                 | 14              | 131           | 33,154             | 6.33                   | 75.49                  | 32           | 745           |
| 13              | 2,198.40          | 188.00           | 451                   | 13,001         | 843                 | 318           | 5            | 12                 | 6               | 53            | 14,707             | 6.69                   | 78.23                  | 1            | 331           |
| 15              | 7,635.33          | 641.20           | 1,170                 | 44,997         | 2,182               | 1,217         | 11           | 43                 | 5               | 203           | 49,880             | 6.53                   | 77.79                  | 9            | 1,145         |
| 16              | 15,956.68         | 1,324.72         | 2,591                 | 88,930         | 4,009               | 3,662         | 35           | 145                | 12              | 461           | 99,978             | 6.27                   | 75.47                  | 7            | 2,420         |
| 19              | 5,982.49          | 439.09           | 1,118                 | 25,827         | 1,193               | 959           | 9            | 56                 | 10              | 106           | 29,322             | 4.90                   | 66.78                  | 3            | 698           |
| 3               | 2,386.02          | 172.89           | 1,437                 | 772            | 160                 | 790           | 20           | 149                | 23              | 230           | 3,741              | 1.57                   | 21.64                  | 28           | 73            |
| 4               | 1,485.86          | 153.99           | 3,319                 | 395            | 98                  | 460           | 13           | 274                | 39              | 134           | 5,046              | 3.40                   | 32.77                  | 40           | 110           |
| 7               | 1,094.10          | 98.01            | 636                   | 234            | 30                  | 134           | 1            | 52                 | 13              | 64            | 1,202              | 1.10                   | 12.26                  | 4            | 9             |
| 9               | 455.32            | 24.15            | 207                   | 13             | 39                  | 84            | 3            | 6                  | 3               | 8             | 366                | 0.80                   | 15.16                  | -            | 2             |
| 12A             | 263.28            | 19.00            | 13                    | 850            | 137                 | 34            | -            | 4                  | 2               | -             | 1,049              | 3.98                   | 55.21                  | -            | 42            |
| 20              | 5,957.44          | 397.04           | 1,191                 | 22,532         | 1,083               | 1,164         | 16           | 84                 | 19              | 349           | 26,661             | 4.48                   | 67.15                  | 5            | 510           |
| 27              | 1,405.60          | 120.00           | 83                    | 5,335          | 285                 | 95            | -            | 5                  | -               | 6             | 5,815              | 4.14                   | 48.46                  | 1            | 195           |
| 31              | 2,238.22          | 115.14           | 890                   | 307            | 117                 | 734           | 10           | 29                 | -               | 61            | 2,215              | 0.99                   | 19.24                  | 11           | 133           |
| 32              | 750.58            | 44.46            | 195                   | 10             | 5                   | 261           | -            | 6                  | -               | 17            | 516                | 0.69                   | 11.61                  | -            | 19            |
| 33              | 473.67            | 21.85            | 144                   | -              | -                   | 84            | -            | -                  | -               | 3             | 253                | 0.53                   | 11.58                  | -            | 1             |
| 34              | 265.24            | 16.78            | 70                    | 1              | -                   | 64            | -            | -                  | -               | -             | 135                | 0.51                   | 8.05                   | -            | -             |
| 35              | 37,370.45         | 1,874.79         | 20,630                | 1,300          | 546                 | 13,305        | 325          | 1,096              | 141             | 1,113         | 39,282             | 1.05                   | 20.95                  | 64           | 1,508         |
| 40              | 2,386.10          | 96.86            | 649                   | 56             | 4                   | 567           | 20           | 51                 | 8               | 28            | 1,396              | 0.59                   | 14.41                  | -            | 30            |
| 41              | 3,037.23          | 126.16           | 677                   | 323            | 89                  | 579           | 16           | 27                 | 2               | 85            | 1,840              | 0.61                   | 14.58                  | -            | 103           |
| 42              | 3,276.51          | 121.51           | 392                   | 336            | 19                  | 348           | 1            | 67                 | 2               | 68            | 1,258              | 0.38                   | 10.35                  | -            | 72            |
| 53              | 1,169.28          | 82.59            | 574                   | 15             | 10                  | 264           | 15           | 64                 | 10              | 25            | 989                | 0.85                   | 11.97                  | 40           | 24            |
| 54              | 1,902.36          | 110.49           | 310                   | 18             | 16                  | 229           | 4            | 33                 | 2               | 77            | 699                | 0.37                   | 6.33                   | 4            | 19            |
| 55              | 2,832.06          | 192.51           | 1,708                 | 19             | 24                  | 799           | 20           | 133                | 24              | 835           | 3,605              | 1.27                   | 18.73                  | 73           | 60            |
| 56              | 2,211.09          | 97.65            | 518                   | 7              | 7                   | 268           | 11           | 44                 | 5               | 263           | 1,133              | 0.51                   | 11.60                  | 20           | 10            |
| 66              | 6,324.84          | 545.92           | 6,662                 | 1,499          | 461                 | 5,527         | 162          | 652                | 53              | 405           | 15,763             | 2.49                   | 28.87                  | 118          | 418           |
| 68              | 4,881.62          | 399.48           | 4,893                 | 1,417          | 316                 | 3,030         | 92           | 364                | 67              | 323           | 10,693             | 2.19                   | 26.77                  | 75           | 261           |
| 68N             | 1,790.75          | 128.56           | 757                   | 472            | 44                  | 852           | 2            | 56                 | -               | 62            | 2,261              | 1.26                   | 17.59                  | 15           | 83            |
| 69              | 3,481.06          | 314.82           | 4,090                 | 1,268          | 390                 | 2,999         | 37           | 337                | 36              | 277           | 9,633              | 2.77                   | 30.60                  | 52           | 292           |
| 69A             | 14,114.12         | 760.04           | 8,261                 | 1,183          | 588                 | 8,985         | 109          | 906                | 121             | 471           | 21,500             | 1.52                   | 28.29                  | 219          | 669           |
| 69N             | 1,742.90          | 139.99           | 880                   | 494            | 106                 | 887           | -            | 61                 | 1               | 284           | 2,759              | 1.58                   | 19.71                  | 23           | 162           |
| 69W             | 13,758.74         | 768.24           | 9,565                 | 1,436          | 478                 | 9,505         | 106          | 874                | 78              | 2,679         | 25,368             | 1.84                   | 33.02                  | 170          | 802           |
| 70              | 2,014.67          | 165.66           | 1,800                 | 237            | 73                  | 1,211         | 14           | 140                | 13              | 2,313         | 5,943              | 2.95                   | 35.67                  | 34           | 169           |
| 71              | 47,722.17         | 2,730.82         | 24,035                | 2,635          | 1,387               | 26,647        | 296          | 2,906              | 250             | 7,933         | 68,350             | 1.43                   | 25.03                  | 391          | 2,610         |
| 72              | 5,523.08          | 267.06           | 1,257                 | 10             | 37                  | 1,721         | 69           | 249                | 21              | 91            | 3,545              | 0.64                   | 13.27                  | 16           | 47            |
| 74              | 3,402.08          | 197.76           | 750                   | 24             | 36                  | 1,638         | 15           | 233                | 39              | 80            | 2,911              | 0.86                   | 14.72                  | 13           | 37            |
| 75              | 6,366.66          | 384.25           | 1,835                 | 58             | 55                  | 2,897         | 38           | 405                | 38              | 144           | 5,659              | 0.89                   | 14.73                  | 70           | 84            |
| 76              | 1,681.98          | 88.66            | 293                   | 7              | 9                   | 296           | 15           | 59                 | 5               | 1             | 710                | 0.42                   | 8.01                   | 3            | 7             |
| 79              | 1,647.72          | 96.24            | 926                   | 16             | 19                  | 781           | 23           | 212                | 55              | 77            | 2,192              | 1.33                   | 22.78                  | 69           | 14            |
| 88              | 771.86            | 77.34            | 339                   | 6              | -                   | 14            | -            | 4                  | -               | 5             | 4,095              | 5.31                   | 52.95                  | -            | -             |
| 91              | 5,621.68          | 232.94           | 1,673                 | 122            | 155                 | 1,468         | 39           | 75                 | 28              | 781           | 4,546              | 0.81                   | 19.52                  | 8            | 218           |
| UC Supplemental | 1,598.80          | 100.12           | 35                    | 4,632          | 210                 | 58            | -            | 3                  | -               | 12            | 4,954              | 3.10                   | 49.48                  | -            | 81            |
| Unknown         |                   |                  | 148                   | -              | 3                   | -             | -            | 1                  | -               | 2             | 217                |                        |                        | -            | 74            |
| <b>TOTAL</b>    | <b>230,415.34</b> | <b>14,315.94</b> | <b>108,047</b>        | <b>249,925</b> | <b>17,244</b>       | <b>95,852</b> | <b>1,562</b> | <b>9,979</b>       | <b>1,145</b>    | <b>20,260</b> | <b>515,341</b>     | <b>2.24</b>            | <b>36.00</b>           | <b>1,618</b> | <b>14,287</b> |

| ROUTE | Monthly<br>Pass | VTA/SC<br>Day Pass | CalTrain | Full<br>Fare | 17<br>Day Pass | S/D<br>Riders | METRO | ECO<br>Pass | RIDERSHIP | Passengers<br>Per Mile | Passengers<br>Per Hour | W/C  | Bike  |    |       |
|-------|-----------------|--------------------|----------|--------------|----------------|---------------|-------|-------------|-----------|------------------------|------------------------|------|-------|----|-------|
| 17    | 43,132.12       | 1,401.39           | 11,124   | 33           | 47             | 9,471         | 115   | 1,246       | 7,456     | 207                    | 23,226                 | 0.54 | 16.57 | 29 | 1,021 |

5-7.2

|           |          |
|-----------|----------|
| Night Owl | 5,324.00 |
| TOTAL     | 5,324.00 |

|                    |               |
|--------------------|---------------|
| February Ridership | 543,891       |
| February Revenue   | \$ 223,629.79 |

BUS OPERATOR LIFT TEST \*PULL-OUT\*

|                         | A              | B                       | C                           | D                   | E                    | F                        |                                      |
|-------------------------|----------------|-------------------------|-----------------------------|---------------------|----------------------|--------------------------|--------------------------------------|
| VEHICLE<br>CATEGORY     | TOTAL<br>BUSES | AVG # DEAD<br>IN GARAGE | AVG # AVAIL.<br>FOR SERVICE | AVG # IN<br>SERVICE | AVG # SPARE<br>BUSES | AVG # LIFTS<br>OPERATING | % LIFTS WORKING<br>ON PULL-OUT BUSES |
| FLYER/HIGHWAY 17 - 40'  | 7              | 0                       | 7                           | 0                   | 7                    | 0                        | 100%                                 |
| FLYER/LOW FLOOR - 40'   | 12             | 2                       | 10                          | 7                   | 3                    | 7                        | 100%                                 |
| FLYER/LOW FLOOR - 35'   | 18             | 2                       | 16                          | 11                  | 5                    | 11                       | 100%                                 |
| FLYER/HIGH FLOOR - 35'  | 0              | 0                       | 0                           | 0                   | 0                    | 0                        | 100%                                 |
| GILLIG/SAM TRANS - 40'  | 10             | 3                       | 7                           | 4                   | 3                    | 4                        | 100%                                 |
| DIESEL CONVERSION - 35' | 15             | 4                       | 11                          | 11                  | 0                    | 11                       | 100%                                 |
| DIESEL CONVERSION - 40' | 14             | 3                       | 11                          | 9                   | 2                    | 9                        | 100%                                 |
| ORION/HIGHWAY 17 - 40'  | 11             | 3                       | 8                           | 7                   | 1                    | 7                        | 100%                                 |
| GOSHEN                  | 1              | 0                       | 1                           | 1                   | 0                    | 1                        | 0%                                   |
| TROLLEY                 | 1              | 0                       | 1                           | 0                   | 1                    | 0                        | 100%                                 |
| CNG NEW FLYER - 40'     | 23             | 3                       | 20                          | 19                  | 1                    | 19                       | 100%                                 |

5-7.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## PASSENGER LIFT PROBLEMS

MONTH OF FEBRUARY 2009

| BUS #  | DATE   | DAY       | REASON   |
|--------|--------|-----------|--|
| 2810LF | 1-Feb  | Sunday    | Securement arm interferes w/seat latch.  |
| 2810LF | 1-Feb  | Sunday    | Shot gun side folding bench seat does not stay up. It comes unhooked.  |
| 9827LF | 5-Feb  | Thursday  | Lift won't raise without help.   |
| 2233CN | 6-Feb  | Friday    | No alarm beep @front door for kneel. Back door okay.   |
| 2808LF | 6-Feb  | Friday    | Passenger w/c lift seat - driver's side will not lift up.  |
| 2205CG | 6-Feb  | Friday    | Ramp is not going down.  |
| 2213CN | 9-Feb  | Monday    | Airbag drag (L. front) after kneeling. Air continued leaking after coach turned off.                           |
| 9808LF | 10-Feb | Tuesday   | Water dripping inside the bus right above the W/C securement area passenger side. Reading light's right above. |
| 9803LF | 11-Feb | Wednesday | Ramp broke.  |
| 9828LF | 13-Feb | Friday    | Kneel very slow going down.  |
| 2236CN | 13-Feb | Friday    | Has no warning buzzer while kneeling either up or down.  |
| 9823LF | 13-Feb | Friday    | Streetside w/c button is shoring out-water is dripping through.  |
| 2813LF | 19-Feb | Thursday  | Lift inoperable, santa cruz arm not working.   |
| 2215CN | 22-Feb | Sunday    | Ramp doesn't deploy automatically, please check it and no warning sound.                                       |
| 9818LF | 27-Feb | Friday    | Beeper not working on kneel.   |

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.

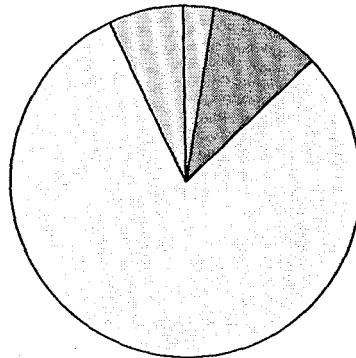
5-7.4

### Dropped Service for FY09

|              | FY07          |                 | FY08          |                 | FY09          |                 |
|--------------|---------------|-----------------|---------------|-----------------|---------------|-----------------|
|              | Dropped Hours | Dropped Miles   | Dropped Hours | Dropped Miles   | Dropped Hours | Dropped Miles   |
| July         | 5.02          | 96.88           | 5.53          | 90.97           | 81.53         | 1482.81         |
| August       | 15.02         | 276.46          | 4.93          | 110.45          | 1.13          | 23.95           |
| September    | 11.30         | 160.72          | 9.00          | 191.05          | 11.50         | 194.51          |
| October      | 37.52         | 540.19          | 9.52          | 122.24          | 29.75         | 555.98          |
| November     | 37.55         | 477.48          | 3.32          | 45.89           | 11.60         | 59.92           |
| December     | 6.08          | 143.84          | 18.97         | 241.87          | 1.58          | 21.32           |
| January      | 12.24         | 188.23          | 49.20         | 453.86          | 0.97          | 10.95           |
| February     | 13.07         | 188.23          | 53.53         | 717.31          | 25.18         | 488.75          |
| March        | 7.13          | 133.30          | 22.50         | 315.63          |               |                 |
| April        | 4.85          | 43.67           | 40.75         | 586.55          |               |                 |
| May          | 16.00         | 241.42          | 16.40         | 246.82          |               |                 |
| June         | 62.19         | 802.29          | 52.05         | 882.35          |               |                 |
| <b>TOTAL</b> | <b>227.96</b> | <b>3,292.71</b> | <b>285.70</b> | <b>4,004.99</b> | <b>163.25</b> | <b>2,838.18</b> |

#### Dropped Service Breakdown for February 2009

No Operator  
 Accident     .72     Mechanical  
                  1.75                   2.55 hrs



Other  
 (road closure)  
 20.17 hrs

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager   
**SUBJECT:** UNIVERSITY OF CALIFORNIA – SANTA CRUZ  
MONTHLY SERVICE-FEBRUARY 2009 VERSUS FEBRUARY 2008

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- There were Nineteen (19) school-term days in 2009 and Twenty (20) in 2008
  - Revenue received from UCSC was \$348,030.15 versus \$316,841.16; an increase of 9.8%
  - System-wide UCSC ridership increased by 4.7%
    - Total student ridership increased by 6.4%
    - Total Faculty/Staff ridership decreased by 19.8%
  - Average Student ridership per school-term day increased by 12.8%
  - Average Faculty/Staff ridership per weekday decreased by 15.7%

## III. DISCUSSION

For the month of February 2009, there were Nineteen (19) school-term days. School-term service was suspended or altered on February 16 to observe Presidents Day, and to accommodate the AMGEN Tour of California Cycling Race.

UCSC Revenue increased a total of \$31,188.99; or 9.8%. UCSC ridership for all METRO service was up 4.7% compared to February 2008. This includes an 6.4% increase in student ridership and a 19.8% decrease in Faculty/ Staff ridership.

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership increasing by 12.8% and decreasing by 15.7% respectively.

## IV. FINANCIAL CONSIDERATIONS.

Overall UCSC revenue is over budget by 1.9% as of February 2009.

5-8.1

**V. ATTACHMENTS**

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

Prepared by: Erich Friedrich

## Total UCSC Monthly Revenue

| FY 08 UCSC Revenue    |                        |                      |                     |                     |                     | TOTAL                  | Last Year              | % Change     | \$ Change           |
|-----------------------|------------------------|----------------------|---------------------|---------------------|---------------------|------------------------|------------------------|--------------|---------------------|
| Date                  | Regular Student Bill   | Regular Staff Bill   | Night Owl Bill      | Supplemental Bill   | 27x                 |                        |                        |              |                     |
| Jul-07                | \$ 33,024.00           | \$ 15,920.00         |                     |                     |                     | \$ 48,944.00           | \$ 46,696.41           | 4.8%         | \$ 2,247.59         |
| Aug-07                | \$ 38,130.53           | \$ 17,149.80         |                     |                     |                     | \$ 55,280.33           | \$ 54,014.10           | 2.3%         | \$ 1,266.23         |
| Sep-07                | \$ 101,639.55          | \$ 16,690.11         | \$ 2,433.63         | \$ 4,176.42         | \$ 1,501.57         | \$ 126,441.28          | \$ 170,754.64          | -26.0%       | \$ (44,313.36)      |
| Oct-07                | \$ 331,758.64          | \$ 20,061.49         | \$ 7,658.98         | \$ 8,740.07         | \$ 5,020.67         | \$ 373,239.85          | \$ 314,022.57          | 18.9%        | \$ 59,217.28        |
| Nov-07                | \$ 247,552.14          | \$ 16,527.66         | \$ 6,321.47         | \$ 3,205.48         | \$ 5,018.58         | \$ 278,625.33          | \$ 253,496.74          | 9.9%         | \$ 25,128.59        |
| Dec-07                | \$ 119,753.81          | \$ 12,320.21         | \$ 4,731.24         | \$ 4,824.85         | \$ 2,820.60         | \$ 144,450.71          | \$ 76,128.86           | 89.7%        | \$ 68,321.85        |
| Jan-08                | \$ 256,740.31          | \$ 17,162.30         | \$ 10,939.02        | \$ 2,683.50         | \$ 3,671.21         | \$ 291,196.34          | \$ 277,066.89          | 5.1%         | \$ 14,129.45        |
| Feb-08                | \$ 276,028.54          | \$ 18,729.40         | \$ 13,041.41        | \$ 4,439.97         | \$ 4,601.84         | \$ 316,841.16          | \$ 256,817.50          | 23.4%        | \$ 60,023.66        |
| Mar-08                | \$ 209,758.69          | \$ 17,772.03         | \$ 8,550.08         | \$ 7,601.47         | \$ 4,626.41         | \$ 248,308.68          | \$ 210,515.59          | 18.0%        | \$ 37,793.09        |
| Apr-08                | \$ 297,663.63          | \$ 20,042.00         | \$ 13,705.06        | \$ 7,208.57         | \$ 5,651.21         | \$ 344,270.47          | \$ 272,972.83          | 26.1%        | \$ 71,297.64        |
| May-08                | \$ 275,379.83          | \$ 19,473.42         | \$ 12,965.34        | \$ 9,079.77         | \$ 6,163.16         | \$ 323,061.52          | \$ 294,166.80          | 9.8%         | \$ 28,894.72        |
| Jun-08                | \$ 127,125.79          | \$ 16,138.87         | \$ 4,122.59         | \$ 4,842.39         | \$ 3,027.40         | \$ 155,257.04          | \$ 148,913.76          | 4.3%         | \$ 6,343.28         |
| <b>FY 2008 Totals</b> | <b>\$ 2,314,555.46</b> | <b>\$ 207,987.30</b> | <b>\$ 84,468.82</b> | <b>\$ 56,802.49</b> | <b>\$ 42,102.65</b> | <b>\$ 2,705,916.71</b> | <b>\$ 2,375,566.69</b> | <b>13.9%</b> | <b>\$330,350.02</b> |
| FY 09 UCSC Revenue    |                        |                      |                     |                     |                     | TOTAL                  | Last Year              | % Change     | \$ Change           |
| Date                  | Regular Student Bill   | Regular Staff Bill   | Night Owl Bill      | Supplemental Bill   | 27x                 |                        |                        |              |                     |
| Jul-08                | \$ 40,787.95           | \$ 14,367.08         | -                   | \$ 9,719.80         | -                   | \$ 64,874.83           | \$ 48,944.00           | 32.5%        | \$ 15,930.83        |
| Aug-08                | \$ 43,773.78           | \$ 16,273.16         | -                   | \$ 10,973.81        | -                   | \$ 71,020.75           | \$ 55,280.33           | 28.5%        | \$ 15,740.42        |
| Sep-08                | \$ 151,871.29          | \$ 18,162.59         | \$ 3,763.96         | \$ 2,563.82         | \$ 2,007.46         | \$ 178,369.12          | \$ 126,441.28          | 41.1%        | \$ 51,927.84        |
| Oct-08                | \$ 408,791.24          | \$ 21,030.79         | \$ 13,538.41        | \$ 1,999.52         | \$ 5,435.42         | \$ 450,795.38          | \$ 373,239.85          | 20.8%        | \$ 77,555.53        |
| Nov-08                | \$ 274,825.68          | \$ 15,381.16         | \$ 10,512.74        | \$ 5,500.47         | \$ 3,989.36         | \$ 306,220.05          | \$ 278,625.33          | 9.9%         | \$ 27,594.72        |
| Dec-08                | \$ 129,527.31          | \$ 11,581.57         | \$ 4,892.43         | \$ 3,560.21         | \$ 2,118.85         | \$ 149,561.52          | \$ 144,450.71          | 3.5%         | \$ 5,110.81         |
| Jan-09                | \$ 324,761.80          | \$ 15,605.62         | \$ 11,679.83        | \$ 297.04           | \$ 3,803.13         | \$ 356,147.42          | \$ 291,196.34          | 22.3%        | \$ 64,951.08        |
| Feb-09                | \$ 313,712.45          | \$ 16,053.38         | \$ 12,788.37        | \$ 893.73           | \$ 4,582.22         | \$ 348,030.15          | \$ 316,841.16          | 9.8%         | \$ 31,188.99        |
| Mar-09                |                        |                      |                     |                     |                     | \$ -                   |                        |              | \$ -                |
| Apr-09                |                        |                      |                     |                     |                     | \$ -                   |                        |              | \$ -                |
| May-09                |                        |                      |                     |                     |                     | \$ -                   |                        |              | \$ -                |
| Jun-09                |                        |                      |                     |                     |                     | \$ -                   |                        |              | \$ -                |
| <b>FY 2009 Totals</b> | <b>\$ 1,688,051.50</b> | <b>\$ 128,455.35</b> | <b>\$ 57,175.74</b> | <b>\$ 35,508.40</b> | <b>\$ 21,936.44</b> | <b>\$ 1,925,019.22</b> | <b>\$ 1,635,019.00</b> | <b>17.7%</b> | <b>\$290,000.22</b> |

5-8.a1

Attachment A





Monthly UCSC Ridership

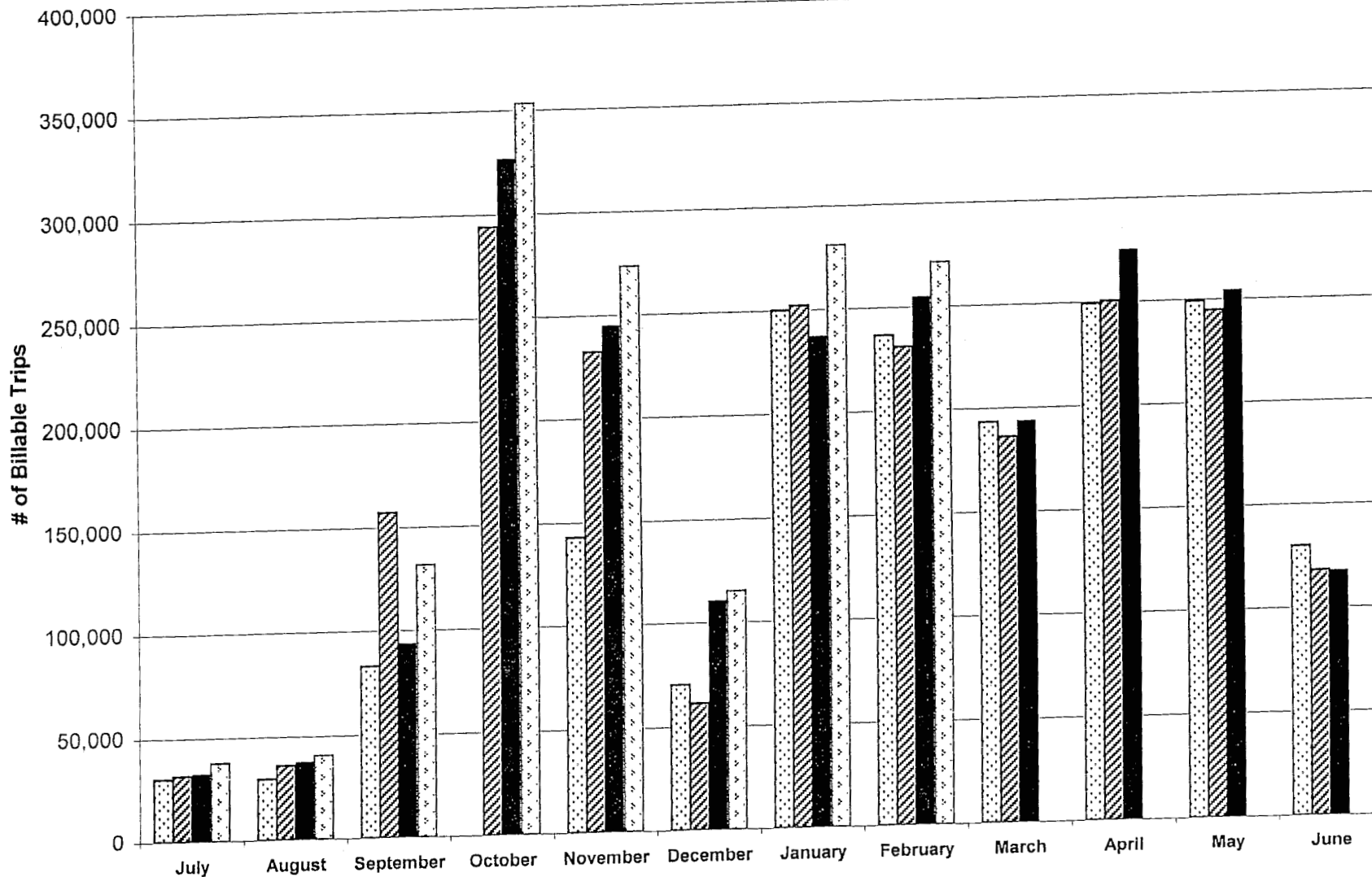
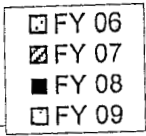
| February<br>2009   | Student Ridership |                |             | Faculty/ Staff Ridership |               |               | Average Student Ridership<br>Per School Term Day |                 |              | Average Faculty/Staff<br>Ridership <i>Per Weekday</i> |              |               |
|--------------------|-------------------|----------------|-------------|--------------------------|---------------|---------------|--|-----------------|--------------|---|--------------|---------------|
|                    | FY 09             | FY 08          | %           | FY 09                    | FY 08         | %             | FY 09  | FY 08           | %            | FY 09   | FY 08        | %             |
| Regular<br>Service | 253,840           | 239,926        | 5.8%        | 13,215                   | 16,746        | -21.1%        | 14,102.2   | 12,627.7        | 11.7%        | 660.8   | 797.4        | -17.1%        |
| Supple-<br>mental  | 7,881             | 4,632          | 70.1%       | 349                      | 210           | 66.2%         | 437.8  | 243.8           | 79.6%        | 17.5  | 10.0         | 74.5%         |
| Night Owl          | 4,745             | 3,895          | 21.8%       | 76                       | 51            | 49.0%         | 263.6  | 205.0           | 28.6%        | 3.8   | 2.4          | 56.5%         |
| 27x                | 4,677             | 5,335          | -12.3%      | 235                      | 285           | -17.5%        | 259.8  | 280.8           | -7.5%        | 11.8  | 13.6         | -13.4%        |
| <b>TOTAL</b>       | <b>271,143</b>    | <b>253,788</b> | <b>6.8%</b> | <b>13,875</b>            | <b>17,292</b> | <b>-19.8%</b> | <b>15,063.5</b>                                  | <b>13,357.3</b> | <b>12.8%</b> | <b>693.8</b>  | <b>823.4</b> | <b>-15.7%</b> |

5-8.c1

Attachment C

5-8.d1

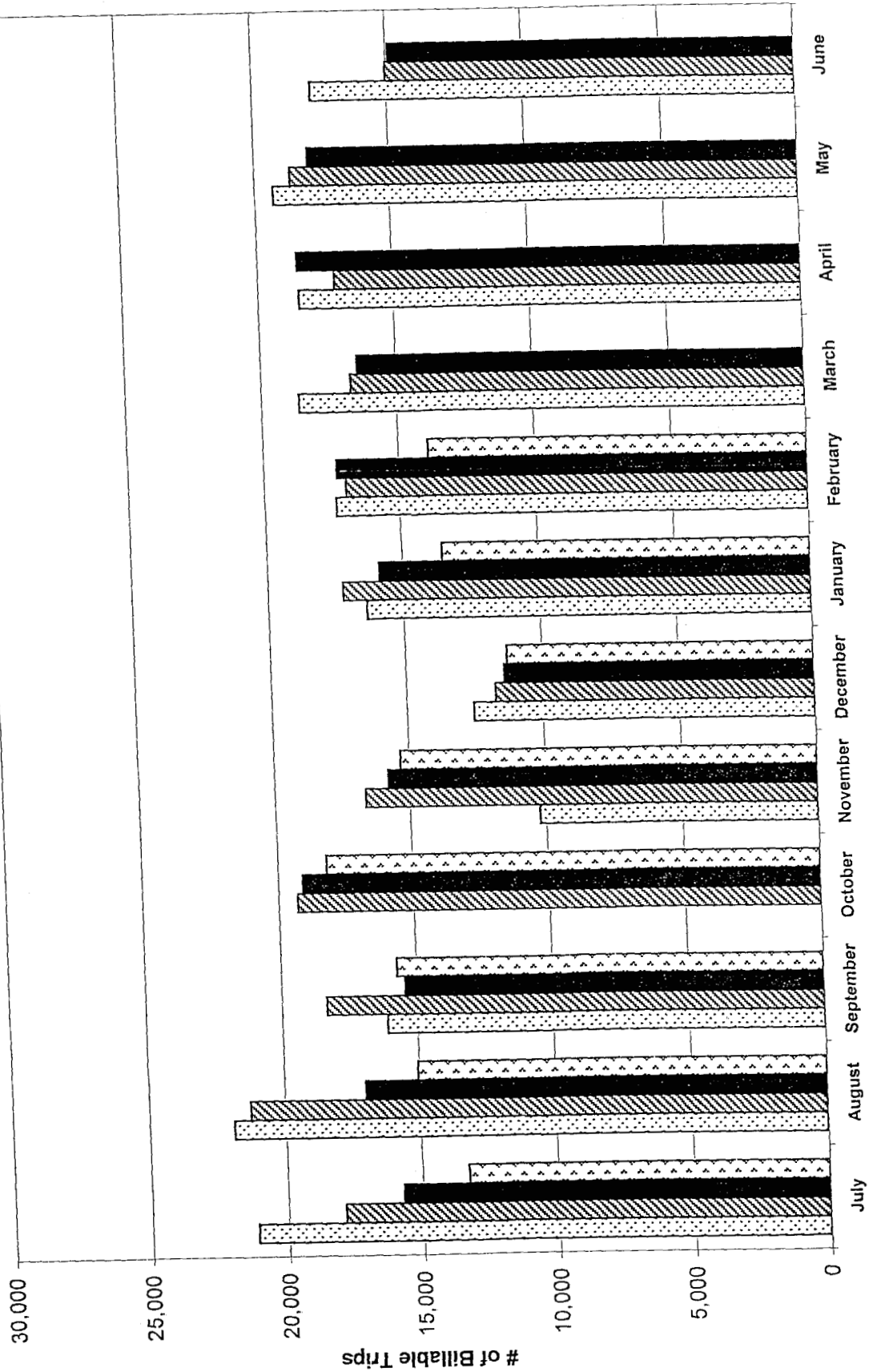
### Total UCSC Student Ridership as of 1/31/2009



Attachment D

FY 06  
 FY 07  
 FY 08  
 FY 09

Total UCSC Faculty/Staff Ridership  
as of 1/31/2009



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT:** CONSIDERATION OF TRANSFER OF ASSETS TO HARTNELL COLLEGE.

## I. RECOMMENDED ACTION

**That the Board of Directors declare two obsolete bus transmissions surplus and authorize the General Manager to transfer the excess assets to Hartnell College for the purpose of supporting the Heavy Duty Mechanics Training Program.**

## II. SUMMARY OF ISSUES

- Recruitment of well-trained heavy-duty mechanics has been difficult for both public agencies and private companies.
- On June 20, 2002 and April 28, 2006 the Board of Directors approved the transfer of a surplus Gillig bus and surplus engines, transmissions, and miscellaneous equipment to the Hartnell College Heavy Duty Mechanics Training Program.
- On March 13, 2009 METRO received a request from Hartnell College for the transfer of one surplus automobile and three obsolete transmissions.
- METRO staff has reviewed the request from Hartnell College and recommends the transfer of two obsolete transmissions.

## III. DISCUSSION

Metro, as well as other heavy equipment operators, has experienced difficulty in recruiting well-trained heavy-duty mechanics. Repairs on heavy equipment, such as buses, are intricate and require skilled personnel. Having equipment to train with facilitates the training of potential mechanics.

The Community Colleges in the area, Cabrillo, Gavilan, Hartnell, and Monterey Peninsula, have formed an agreement to implement a regional Heavy Duty Mechanic Training Program using Hartnell facilities. The use of surplus equipment contributed by METRO and Monterey-Salinas Transit has assisted in the success of the Heavy Duty Mechanic Training Program. The equipment that has been contributed by METRO and Monterey-Salinas transit has been supplemented with equipment donated by private businesses. The Federal Transit Administration

5-9.1

encourages transit agencies to transfer surplus assets to Community Colleges for training purposes.

On June 20, 2002 and April 28, 2006 the Board of Directors approved the transfer of a surplus Gillig bus and surplus engines, transmissions, and miscellaneous equipment to the Hartnell College Heavy Duty Mechanics Training Program. On March 13, 2009 METRO received a request from Hartnell College for the transfer of one surplus automobile and three obsolete transmissions.

METRO staff recommends that the Board declare two Allison V 731 transmissions surplus with no value other than scrap.

METRO staff has reviewed the request from Hartnell College and recommends the transfer of two obsolete transmissions.

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

The transfer of two obsolete transmissions would have no impact on either the METRO Operating or Capital Budget.

#### **V. ATTACHMENTS**

**Attachment A:** March 13, 2009 Letter from Hartnell College

# HARTNELL COLLEGE

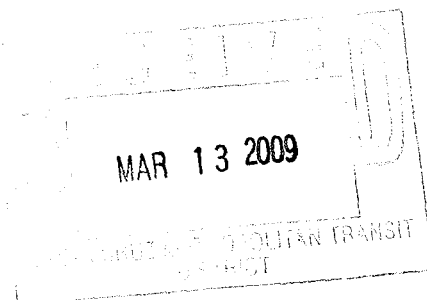


Attachment **A**

CAREER AND ECONOMIC DEVELOPMENT

March 13, 2009

Mr. Les White, General Manager  
Santa Cruz Metro Transit  
370 Encinal St., Ste 100  
Santa Cruz, CA 95060



Dear Mr. White:

Hartnell College is so appreciative and proud of the relationship we have had with Santa Cruz Metro Transit over the years. Our students and the industry have significantly benefitted from the donations of equipment, vehicles, engines, and transmissions that you have provided us over the years. These have been treated as investments and used wisely to train tomorrow's transit workforce and those in the transportation technology and intermodal fields.

Through this letter, let me formally request your consideration to grant us (in the name of the "Hartnell College Foundation") the following items:

- 1986 Chevrolet Celebrity vehicle
- 3 Allison V 731 automatic transmissions

These items will be used by the campus for teaching purposes and will allow us to offer instruction to a larger number of students today and in the future. Of course, your gift will be tax deductible to the full extent of the law and Hartnell College continues to be a public agency. I would be happy to provide any additional detail and I can be reached at (831) 755-6960 and at [esoriano@hartnell.edu](mailto:esoriano@hartnell.edu).

Sincerely,

Dr. Esteban Soriano  
Associate Vice President  
Career and Economic Development

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager *AA*  
**SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING SUBMITTAL OF A FY10 TDA CLAIM**

## I. RECOMMENDED ACTION

**That the Board adopt a resolution authorizing staff to submit a claim to the Santa Cruz County Regional Transportation Commission for FY10 Transportation Development Act (TDA) funds.**

## II. SUMMARY OF ISSUES

- METRO will claim \$5,666,625 in TDA funds for Santa Cruz County public transit operations for FY10 based upon the Santa Cruz County Regional Transportation Commission's TDA Apportionment Summary for FY10.
- The TDA revenue will fund METRO's FY10 operating costs.
- Forecast TDA funding available for FY10 may change as actual revenue collection becomes known during the fiscal year.
- If the forecast amount of TDA revenue changes, SCMTD will submit an amended claim.

## III. DISCUSSION

METRO will claim \$5,666,625 in TDA funds for Santa Cruz County public transit operations for FY10. METRO's claim for TDA funds is based upon the amount of revenue projected to accrue to the Santa Cruz County Regional Transportation Commission (SCCRTC) from ¼ cent of the state sales tax collected in Santa Cruz County. METRO's apportionment of the estimated revenues is included in the SCCRTC Fiscal Year 09-10 Budget adopted March 5, 2009.

The TDA revenue will fund METRO's public transit operating costs for FY10. By statute, TDA funds may be used for capital, planning and operations in an amount not to exceed actual expenditures. METRO has budgeted its estimated FY10 revenue for operating expenses.

Forecast TDA funding available for FY10 may change as actual revenue collection becomes known during the fiscal year. The County Auditor provides TDA revenue forecast updates to the SCCRTC throughout the year.

*5-10.1*



If the actual amount of TDA funds available to the Santa Cruz County changes, METRO will amend its claim to the SCCRTC accordingly.

**IV. FINANCIAL CONSIDERATIONS**

The \$5,666,625 in TDA revenue is included in the revised FY09 & FY10 Operating Budget.

**V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submittal of FY10 TDA Claim

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

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted.

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING A CLAIM TO THE  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION  
FOR TRANSPORTATION DEVELOPMENT ACT FUNDS (TDA)**

**WHEREAS**, in accordance with Article 1, Section 99210 of the Public Utilities Code the Santa Cruz Metropolitan Transit District is a transit operator; and

**WHEREAS**, in accordance with Article 1, Section 99214 of the Public Utilities Code the Santa Cruz County Regional Transportation Commission is the Transportation Planning Agency for Santa Cruz County; and

**WHEREAS**, in accordance with Article 4, Section 99260(a) of the Public Utilities Code, claims may be filed with the transportation planning agency by transit operators for the support of public transportation systems; and

**WHEREAS**, in accordance with Title 21, Chapter 3, Section 6655 of the California Code of Regulations (21 CCR §6655), the Transportation Planning Agency issues instruction to the County Auditor for payment to claimants,

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit a claim up to \$5,666,625 to the Santa Cruz County Regional Transportation Commission for Transportation Development Act funds in Fiscal Year 2010.

**PASSED AND ADOPTED** this 24th day of April 2009, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_  
DENE BUSTICHI  
Board Chair

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

**APPROVED AS TO FORM:**

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: April 10, 2009  
TO: Board of Directors  
FROM: Margaret Gallagher, District Counsel  
SUBJECT: Notification Of Action Taken In Closed Session

---

### Settlement with Tenants, Asia Express at the Watsonville Transit Center

On 8/08/08, in closed session you authorized a negotiated settlement with the Tenants of Asia Express at the Watsonville Transit Center, allowing them to cancel their five (5) year Lease extension, which was effective September 1, 2008. The space was advertised to the public with a new Request for Proposals. The following Directors authorized the settlement: Beautz, Bustichi, Hagen, Hinkle, Nicol, Reilly, Skillicorn, Spence and Stone. Directors Rotkin and Tavantzis were absent. Pursuant to this direction, the Lease for Asia Express expired on August 31, 2008 and METRO released the tenants from any further obligation for the Lease Extension.

The space was advertised during the month of October 2008, however, there were no responsive proposals received by the deadline of October 31, 2008. The space is currently being advertised with a Request for Proposals being provided to four potential tenants during the proposal period of March 1-31, 2009.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Frank L. Cheng, Project Manager  
**SUBJECT:** **CONSIDERATION OF METROBASE STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Maintenance Building
  - West Bay Builders working on punch-list items for the first phase of building.
  - West Bay is continuing with site work on 2<sup>nd</sup> half of site.
- Operations Building
  - RNL has been repackaged the Operations Building.
  - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
  - On February 20, 2009, notice of Invitation for Bid No. 09-10 was sent out.
  - On March 24, 2009, bids were received and opened from five firms.
  - On April 24, 2009, METRO staff is presenting a staff report recommending that a contract be established with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.

## III. DISCUSSION

West Bay Builders is continuing to work on punch-list items for the first phase of the Maintenance Building. Currently, West Bay Builders is continuing site work on the 2<sup>nd</sup> half of site. West Bay is working on trenching, and grading in preparations for casting tilt-up panels and concrete foundation slab.

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

Wald, Ruhnke & Dost (WR&D) Architects have completed drawings for the Vernon Administration Building. On February 20, 2009, notice of Invitation for Bid No. 09-10 was sent out. On March 24, 2009, bids were received and opened from five firms. On April 24, 2009,

5-12.1

METRO staff is presenting a staff report recommending that a contract be established with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.

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:

- Vernon Administration Building IFB 09-10 received bids.

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
  - West Bay working on 2<sup>nd</sup> half site work, and punch-list items for 1<sup>st</sup> half.
  - IFB 06-01 Maintenance Building awarded to West Bay Builders.
  - Weekly Construction Meetings.
- B. Operations Building
  - RNL Design Operations Building re-package complete.
  - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
  - Wald, Ruhnke & Dost Architects complete.
  - Invitation For Bids 09-10 due March 24, 2009.

#### IV. FINANCIAL CONSIDERATIONS

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

#### V. ATTACHMENTS

None

5-12.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager  
Terry Gale, IT Manager

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRAPEZE SOFTWARE GROUP, INC. FOR THE PURCHASE OF THE TRAPEZE PASS-CERT ENHANCEMENT MODULE FOR AN AMOUNT NOT TO EXCEED \$43,316.**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase, installation and training of the Trapeze PASS-CERT enhancement module for an amount not to exceed \$43,316.**

## II. SUMMARY OF ISSUES

- Trapeze Software Group, Inc. is the developer of the Hastus software used by METRO to develop the driver runs or schedules.
- The Trapeze PASS-CERT enhancement module of the software will support the certification process of ParaCruz clients.
- Trapeze Software Group, Inc. is the only company that can provide this software module that will work with the Trapeze PASS software.
- Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase, installation and training of the Trapeze PASS-CERT enhancement module for an amount not to exceed \$43,316.

## III. DISCUSSION

Trapeze Software Group, Inc. is the software developer whose software, HASTUS, is used by METRO to develop the driver runs, or schedules. The Trapeze PASS-CERT enhancement module of the software will support the certification process of ParaCruz clients. Trapeze Software Group, Inc. is the developer of the HASTUS software program and is the only company that can provide this software module that will work with the Trapeze PASS software.

The quote for the Trapeze PASS-CERT enhancement module from Trapeze Software Group is \$38,951. Long term support is \$2,780 and sales tax is \$1,585 for a total quotation of \$43,316 (Reference proposal received - Attachment A).

5-13.1

Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment with Trapeze Software Group, Inc. for the purchase of Trapeze PASS-CERT enhancement module for an amount not to exceed \$43,316.

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

Funds are available in the Capital Budget – IT Projects under the title: Trapeze Pass Customer Certification Software \$46,000.

#### **V. ATTACHMENTS**

**Attachment A:** Trapeze Software Group- Proposal for the purchase of Trapeze PASS-CERT module.

Prepared By: Lloyd Longnecker, Purchasing Agent





Thinking in 360 Degrees. Making it Happen.

## 1.0 PROJECT BUDGET AND SCOPE OF WORK

This section describes the budget for the project and the operational characteristics/assumptions employed to determine the budget for each module.

### 1.1 BUDGET SUMMARY

The following table provides a budget for the implementation of the modules identified below:

| (US\$)    | Project Budget |
|-----------|----------------|
| PASS-CERT | 38,951         |

Notes:

- 1) Pricing does not include taxes
- 2) Pricing includes expenses presented in section 1.6, below.

### 1.2 IMPLEMENTATION TIMEFRAME

The table below identifies the total duration of each product as well as the approximate resource requirements from SCMTD.

| (US\$) | Total Duration | Santa Cruz MTD Requirements  |
|--------|----------------|--|
| CERT   | 2 months       | <ul style="list-style-type: none"> <li>▪ 1 PT project manager</li> <li>▪ 1 PT subject matter expert</li> </ul> |

Notes:

- During the planning phase of the project, a detailed project plan will be created describing in more detail the resource requirements from Santa Cruz MDT.
- Projects that endure longer than anticipated may be subject to additional project management fees.



Thinking in 360 Degrees, Making it Happen.

**1.3 LICENSING DETAILS**

Pricing associated with the project is based on the following operational characteristics and assumptions:

- Licenses have been provided for an operation with up to 1725 active clients.
- One additional workstation license has been included.

**1.4 SCOPE OF WORK**

The following section describes the assumptions employed to determine the services required to implement the above modules. The following assumptions apply to all projects:

- All products will be implemented 'off-the-shelf' unless otherwise defined within this document.
- The project includes an 'operational review'. Santa Cruz will be provided one (1) draft operational review documents to comment on. The revised operational review will be the final document, unless otherwise agreed upon.

**1.4.1 PASS-CERT**

- Trapeze will provide training for up to four (4) SCMDT employees.
- The module can be operated on any workstation already licensed to operate Trapeze-PASS.
- Up to eight (8) letters will be converted and/or developed to employ the CERT letter generation functionality.

**1.5 MODIFICATIONS**

No modifications have been identified at this time.

**1.6 EXPENSES**

Expenses provided below assume government rates are available for this project.

| Expenses                   |       |
|----------------------------|-------|
| CERT (2 trips and 10 days) | 5,000 |

5-13.a2



Thinking in 360 Degrees. Making it Happen.

Note: the expenses presented above are included in the total project budget presented in section 1.1, above.

1.7 LONG-TERM SUPPORT

The following table presents the long-term support associated with product:

| Products | First 90 days | Year One |
|----------|---------------|----------|
| CERT     | Included      | 2,780    |

1.7.1 Production ready

The table below describes the variables that will be employed to determine 'production ready'. Products in the 'Production Ready' state will begin the 90 day warranty period or the annual maintenance program immediately.

| Module    | Product Ready   |
|-----------|---|
| PASS-CERT | <ul style="list-style-type: none"> <li>✓ Reports converted and integrated with Trapeze.</li> <li>✓ System integrated with production database.</li> </ul> |

1.8 PAYMENT SCHEDULE

The table below presents the milestones and their associated percentages.

| Item | Description   | % of Project |
|------|---|--------------|
| 1    | Contract Execution  | 25           |
| 2    | Installation of application 'on-site' at Omnitrans        | 25           |
| 3    | First training session                                    | 25           |
| 3    | Application 'production ready' as per section 2.9, below. | 25           |

5-13.a3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager

**SUBJECT: AUTHORIZATION FOR DISPOSAL OF THREE (3) – FORTY FOOT (40') STORAGE CONTAINERS, ONE (1) BRAKE LATHE, AND ONE (1) GAS GENERATOR**

## I. RECOMMENDED ACTION

**That the Board of Directors declare as excess three (3) – forty foot (40') storage containers, one (1) brake lathe, and one (1) gas generator and direct staff to use appropriate action for disposal.**

## II. SUMMARY OF ISSUES

- In accordance with METRO's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- Three (3) - forty foot (40') storage containers, one (1) brake lathe and one (1) gas generator are no longer required by METRO.
- Staff is recommending that the Board of Directors declare the above items as excess and direct staff to use appropriate action for disposal.

## III. DISCUSSION

In accordance with METRO's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.

Three (3) - forty foot (40') storage containers, one (1) brake lathe and one (1) gas generator are no longer required by METRO.

Staff is recommending that the Board of Directors declare the items on Attachment A as excess and direct staff to use appropriate action for disposal.

The current market value of these items is \$100 each with the exception of the Brake Lathe, which has market value of \$0.

5-14.1

**IV. FINANCIAL CONSIDERATIONS**

None of these items have any remaining book value. Any revenue generated from the sale of these items will be recorded as income in the current operating budget.

**V. ATTACHMENTS**

**Attachment A:** List of Assets designated for disposal as of April 24, 2009

Prepared By: Lloyd Longnecker, Purchasing Agent

5-14.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EXCESS ASSETS LIST

|  | <u>Market Value</u> |
|--|---------------------|
| 1 Each Forty Foot Storage Container, Good Condition, Asset #4760 - | \$100               |
| 1 Each Forty Foot Storage Container, Good Condition, Asset #5050 - | \$100               |
| 1 Each Forty Foot Storage Container, Good Condition, Asset #5049 - | \$100               |
| 1 Each Brake Lathe, Poor Condition, Asset #Unknown -               | \$0                 |
| 1 Each Generac 20 Kva Gas Generator, Good Condition, Asset #3967 - | \$100               |

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager  
Robert Cotter, Manager of Maintenance

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH EVERGREEN OIL, INC. FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES FOR AN AMOUNT NOT TO EXCEED \$55,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with - Evergreen Oil, Inc. for Industrial Waste Disposal and Industrial Waste Emergency Response Services for an amount not to exceed \$55,000.**

## II. SUMMARY OF ISSUES

- METRO requires the services of a fully licensed and insured contractor to provide industrial waste removal/recycle/disposal services and industrial waste emergency response services.
- A competitive procurement was conducted to solicit proposals from qualified firms.
- Five firms submitted proposals for METRO's review.
- A four-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals.
- Staff is recommending that a contract be established with Evergreen Oil, Inc. for Industrial Waste Disposal and Industrial Waste Emergency Response Services for an amount not to exceed \$55,000.

## III. DISCUSSION

METRO requires the services of a fully licensed and insured contractor to provide industrial waste removal/recycle/disposal services and industrial waste emergency response services. A competitive procurement was conducted to solicit proposals from qualified firms.

On February 25, 2009 METRO Request for Proposal No. 09-11 was mailed to sixteen firms, was legally advertised, and a notice was posted on METRO's web site. On March 25, 2009, proposals were received and opened from five firms. A list of these firms are provided in

5-15.1

Attachment A. A four-member evaluation committee comprised of METRO staff have reviewed and evaluated the proposals.

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

| EVALUATION CRITERIA   | POINTS POSSIBLE   |
|---|-------------------|
| 1. Experience and capabilities in providing hazardous and non-hazardous waste recycling services.                       | 20 Points         |
| 2. Experience and capabilities in providing hazardous and non-hazardous waste treatment, storage and disposal services. | 20 Points         |
| 3. Fees relative to the services provided.  | 35 Points         |
| 4. Experience and capabilities in hazardous waste emergency response services.  | 10 Points         |
| 5. Record of violations related to hazardous or non-hazardous waste handling.   | 5 Points          |
| 6. Qualifications of project manager and technical personnel.   | 5 Points          |
| 7. Completeness and detail of the submitted Proposal.   | 5 Points          |
| 8. Results of reference verifications.  | 5 Points          |
| 9. Disadvantaged Business Enterprise Participation  | 5 Points          |
| <b>Total Points Possible</b>  | <b>110 Points</b> |

Staff is recommending that a contract be established with Evergreen Oil, Inc. for Industrial Waste Disposal and Industrial Waste Emergency Response Services for an amount not to exceed \$55,000. Contractor will provide all services meeting all METRO specifications and requirements.

#### IV. FINANCIAL CONSIDERATIONS

Funds to support contract are included in the Facilities Maintenance Department's FY09 Hazardous Material Disposal budget (503363).

#### V. ATTACHMENTS

- Attachment A:** List of firms that submitted a proposal and final ranking  
**Attachment B:** Contract with Evergreen Oil, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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

5-15.2



# Attachment A

**REQUEST FOR PROPOSAL NO. 09-11  
FOR INDUSTRIAL WASTE DISPOSAL AND  
INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES**

**LIST OF FIRMS THAT HAVE SUBMITTED A PROPOSAL  
AND FINAL RANKING**

1. Evergreen Oil, Inc. of Newark, California
2. 21<sup>st</sup> Century Environmental Management of California, LP dba PSC Environmental Services, LLC of Santa Clara, California
3. Hunter Consulting Inc., dba HCI Environmental & Engineering Service of Corona, California
4. MS Environmental Solutions, Inc. of Concord, California
5. Hazardous Disposal Specialists, Inc. of Truckee, California

5-15.a1

**CONTRACT FOR INDUSTRIAL WASTE DISPOSAL AND  
INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES (09-11 )**

THIS CONTRACT is made effective on May 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and EVERGREEN OIL, INC. ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need for Industrial Waste Disposal and Industrial Waste Emergency Response Services

METRO has the need for Industrial Waste Disposal and Industrial Waste Emergency Response Services. In order to obtain these services, METRO issued a Request for Proposals, dated February 25, 2009, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Industrial Waste Disposal and Industrial Waste Emergency Response Services and whose principal place of business is 6880 Smith Avenue, Newark, California. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Industrial Waste Disposal and Industrial Waste Emergency Response Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On April 24, 2009, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide Industrial Waste Disposal and Industrial Waste Emergency Response Services described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated February 25, 2009

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

Contractor's Proposal to METRO for Industrial Waste Disposal and Industrial Waste Emergency Response Services, signed by Contractor and dated March 25, 2009.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by METRO for this project in accordance with the Request for Proposals issued February 25, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued February 25, 2009.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$55,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

METRO

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

CONTRACTOR

Evergreen Oil, Inc.  
6880 Smith Ave  
Newark, CA 94560  
Attention: President

7. AUTHORITY

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

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

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR – EVERGREEN OIL, INC.

By \_\_\_\_\_  
Gary Colbert  
President

Approved as to Form:

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

# **EXHIBIT - A**

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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### **Request for Proposals (RFP)**

### **For Industrial Waste Disposal and Industrial Waste Emergency Response Services**

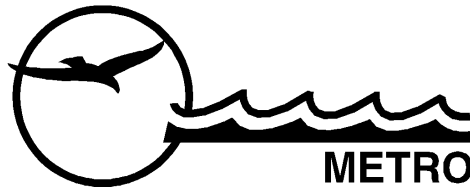
**METRO RFP No. 09-11**

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**Date Issued: February 25, 2009**

**Proposal Deadline: 5:00 P.M., March 25, 2009**

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#### **Contents of this RFP**

|              |   |
|--------------|---|
| Part I.      | Instructions to Offerors                        |
| Part II.     | General Information Form                        |
| Part III.    | Specifications                                  |
| Part IV.     | General Conditions                              |
| Part V.      | Contract/Agreement                              |
| Part VI.     | FTA Requirements for Non-Construction Contracts |
| Part VII.    | Protest Procedures                              |
| Attachment A | Price Schedule Forms                            |

## **PART I**

### **INSTRUCTIONS TO OFFERORS**

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** METRO has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO METRO:** Proposals (1 original and 4 copies) must be delivered to METRO Purchasing Office, 370 Encinal Street, Suite 100, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

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

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

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

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

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

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



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

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

**PART II**

**GENERAL INFORMATION FORM**

**INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES  
RFP No. 09-11**

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

---

Legal Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

---

Firm's Address \_\_\_\_\_

---

Telephone Number \_\_\_\_\_ FAX Number \_\_\_\_\_

---

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

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

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Signature of Authorized Principal \_\_\_\_\_

---

Name of Principal-in-Charge and Title \_\_\_\_\_

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Name of Project Manager and Title \_\_\_\_\_

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

---

Addresses Where Correspondence Should Be Sent \_\_\_\_\_

---

Areas of Responsibility of Prime Contractor \_\_\_\_\_



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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

OR

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

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

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME \_\_\_\_\_ CONTRACTOR'S ADDRESS \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ % \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_ PROPOSAL AMOUNT \$ \_\_\_\_\_  
 AGENCY \_\_\_\_\_ PROPOSAL OPENING DATE \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE  
 PARTICIPATION      \$ \_\_\_\_\_ %

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AREA CODE/TELEPHONE

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

\* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.

\*\* DBE's must be certified on the date proposals are opened.

\*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

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

# CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE  
PARTICIPATION      \$ \_\_\_\_\_      \_\_\_\_\_ %



## **PART III**

### **SPECIFICATIONS FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES**

#### **1. SCOPE OF WORK**

The Contractor shall provide all the necessary personnel, supervision, management, transportation, computerized delivery tracking capabilities, tools, equipment (including but not limited to dollies and hand trucks), supplies and any other item and services needed to provide hazardous waste removal and disposal services. Job site locations are as follows:

Minor Maintenance Facility, 138 Golf Club Drive, Santa Cruz, CA  
Equipment Rebuild Facility, 111 Dubois Street, Santa Cruz, CA  
Fuel and Service Building, 1200 B River Street, Santa Cruz, CA  
Metro Center, 920 Pacific Avenue, Santa Cruz, CA

Contractor shall visit the job sites prior to submitting a proposal in order to be familiar with location access and service needs. **Contractor may contact Sheldon Njaa, Facilities Maintenance Supervisor at (831) 426-6080 extension 117 to make an appointment to review the job sites.**

#### **2. GENERAL INFORMATION**

This Request for Proposal (RFP) is seeking the services of a qualified and experienced firm(s) for the implementation of an on-going program to package, remove, transport, and dispose of industrial hazardous and non-hazardous wastes (and universal waste) generated by the Santa Cruz Metropolitan Transit District (METRO) operations. This RFP also provides for hazardous materials and waste emergency response services for spill or release incidents involving METRO vehicles and facilities within the County of Santa Cruz.

This RFP provides for a one (1) year contract with the option of extending the contract annually for four (4) additional one-year terms. All pricing offered shall remain firm through this contract period. METRO reserves the right to modify or cancel the contract in METRO's sole discretion at any time during the term. METRO shall negotiate the extensions of the contract with the Contractor on an annual basis. The extension and continuation of this contract over the option years is subject to METRO's sole discretion and METRO's continued allocation of funding for the program for each fiscal year during the term. Any rate increases negotiated in the optional extension years shall not exceed the annual percentage change to the Consumer Price Index for the San Francisco-Oakland-San Jose area in effect on the anniversary date of the contract agreement for the new contract period.

METRO does not expressly or by implication agree that the actual amount of work shall correspond therewith, but reserves the right to increase, decrease or modify the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by METRO's Program Manager.

##### **2.1 CONTRACTOR'S PROJECT COORDINATOR**

The Contractor shall designate a Project Coordinator to act as a contact for the coordination and execution of the Contractor's activities. The Contractor's Project Coordinator shall be authorized to act on behalf of the Contractor in all matters pertaining to the contract and shall have sufficient knowledge of all aspects of the Contractor's business and the requirements of this contract.

##### **2.2 CONTRACTOR AS ARRANGER FOR DISPOSAL AND OWNER OF WASTES**

The Contractor shall be expressly designated by the Parties hereto as the arranger for the disposal of all wastes to be transported, managed and disposed of under this contract.

Upon the Contractor's acceptance of wastes identified for removal, transportation, management and disposal under this contract, the Contractor shall undertake title to, and ownership of, including risk of loss and all other incidents of ownership of such wastes unless METRO's Program Manager elects to retain title by so indicating in writing. In the event of a proper rejection or revocation of acceptance by the Contractor for non-conformance of wastes or return of wastes to METRO, title to and ownership of subject wastes will revert back to METRO.

The Contractor shall take all appropriate steps and shall ensure that all wastes are collected, stored, transported, managed and disposed in accordance with all applicable state, federal and local laws, regulations, ordinances and guidelines and in a good, safe and workmanlike manner, and in accordance with the best practices of environmental professionals. The Contractor shall be responsible for obtaining all necessary licenses, permits, and similar governmental and regulatory authorizations necessary or applicable to the collection, transportation, storage, management or disposal of such wastes.

### **2.3 DOCUMENTATION, CERTIFICATION AND RECORD REQUIREMENTS**

Work under this contract shall include providing all appropriate documentation, certifications and records for the transportation, management and disposal of industrial wastes as required by METRO's Program Manager and all applicable federal, state and local laws and regulations, including, but not limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuation sheets
- Labpack inventory sheets
- Land disposal restriction notifications
- Hazardous waste profiles
- Certificates of destruction, decontamination, disposal and/or recycling
- Waste discharge requirements
- Test results and sampling analyses
- Spill and release reports and notices
- Licenses and permits

Appropriate copies of bills of lading, non-hazardous waste manifests, open originals of all uniform hazardous waste manifests and continuation sheets and any referenced attachments (waste profile sheets, labpack inventory sheets, etc), land disposal restriction notifications and any other documents required by METRO's Program Manager shall be furnished to METRO's Program Manager or designee at the time of waste shipment.

Closed originals of all uniform hazardous waste manifests signed by a duly authorized representative of the receiving Treatment/Storage/Disposal Facility shall be furnished to METRO's Program Manager or designee within thirty (30) calendar days of waste shipment.

Certificates of destruction, decontamination, disposal and/or recycling signed by a duly authorized representative of the receiving recycling or Treatment/Storage/Disposal Facility shall be furnished in a timely manner by the Contractor to METRO's Program Manager or designee for all wastes to be managed under this contract but no later than one hundred and eighty (180) calendar days of waste shipment.

The Contractor shall, at all times during the transportation, storage, and disposal of industrial wastes to be managed under this contract, know the location, condition and status of each item being managed. The Contractor shall make such information available in written progress reports to METRO's Program Manager upon request. The progress reports shall include a listing of items removed, referenced by an appropriate identification number and uniform hazardous waste manifest number and a description of the location and status of wastes on date of the written progress report.

Except as otherwise specifically provided, all other documents shall be provided by the Contractor to METRO's Program Manager within thirty (30) calendar days of waste shipment.

The Contractor shall maintain true and correct records in connection with each service performed and all transactions related thereto, and shall retain all such records in compliance with applicable federal and state laws and regulations.

The Contractor agrees to make available to METRO, accurate books and accounting records relative to its activities of performing services under this Agreement. Contractor will permit METRO to audit, examine and make excerpts and transcripts from such records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement within thirty (30) days of request and at no charge to METRO.

## **2.4 SERVICES TO BE PROVIDED**

Work under this contract shall include providing all materials, labor, tools, and equipment for identification, profiling, packaging, labeling, marking, placarding, manifesting, removal, transportation, temporary storage, and final disposal of all collected industrial hazardous and non-hazardous wastes identified for disposal under this contract. All work, materials, and services provided shall be undertaken in accordance with applicable federal, state, and local laws and regulations. The Contractor will provide all necessary assistance to METRO to comply with all applicable reporting requirements relating to such wastes, if any.

The Contractor shall provide regularly scheduled industrial waste removal and disposal services (Milk Runs) that include approximately four (4) METRO sites. Each service request for regularly scheduled waste removal and disposal services will be scheduled by METRO Project Manager or designee. The Contractor shall also provide as-needed (intermittent) industrial waste and materials packaging, removal and disposal services, provide environmental services and perform emergency response services with respect to spills, leaks, and other releases of hazardous materials and wastes. The intermittent, as-needed services will be scheduled by METRO's Project Manager or designee.

METRO's Program Manager will notify the Contractor and provide a list of wastes for disposal, including the locations, EPA generator identification numbers of sites, a description of each item, number of containers or items, waste management method to be used, and any unique identification numbers for items or containers.

Typical services shall include but not be limited to the following:

### **2.4.1 Mobilization and Packaging**

The Contractor shall mobilize appropriately qualified personnel and equipment to the site as needed for each scheduled industrial waste removal service. This task shall include providing all staff, materials, tools and equipment necessary for the handling, packaging, and transportation of waste. Typical tasks may include pickup of waste drums and vacuum tanker services for pumping of used oil from storage tanks. All packaging, manifesting, labeling, marking and placarding shall be in full accordance with all applicable federal, state and local laws and regulations. The Contractor shall provide documentation supporting the qualification of those assigned to this program upon request by METRO Program Manager.

Any items packaged, labeled, marked and/or manifested by METRO which are to be managed under this contract shall be inspected by the Contractor prior to acceptance to confirm that any such packaging, labeling, marking and manifesting is satisfactory and in accordance with all applicable federal, state and local laws and regulations. The Contractor may, at its discretion and subject to METRO's Program Manager approval, re-package, re-label, re-mark and/or re-manifest any or all of the items packaged, labeled, marked and/or manifested by METRO staff. The Contractor shall have the right, at its own expense, to inspect, sample, analyze and test any tendered waste before accepting such waste. The Contractor shall

provide a copy of the results of each inspection, sample, and analysis performed to METRO Program Manager.

The table on the following page describes routine waste streams presently generated by METRO, their waste volumes and pick up frequency:

Industrial Waste & Disposal Information

| Waste Stream & Item Number  | Preferred Disposal Method   | Current Frequency of Waste Pickup               | Calendar 2009 Waste Volume  |
|---|-----------------------------|---|---|
| 001- Steam Clean Sump/ Interceptor Sludge & Wastewater <sup>1</sup> (may include Bus Wash wastewater) | Recycling                   | Every 30-45 Days<br><br>Every 180 Days          | 111 Dubois Street<br>1200 River Street<br><br>920 Pacific Ave<br><br><b>Total: 50,000 gal</b> |
| 002- Waste Oil / ATF <sup>1</sup>   | Recycling                   | Every 45-60 Days                                | 138 Golf Club Drive<br><br><b>Total: 6,800 gal</b>  |
| 003- Used Absorbents <sup>2</sup>   | Recycling                   | As Needed                                       | <b>Total: 15 Each 55 Gallon Drums</b>   |
| 004- Drained Used Oil Filters <sup>2</sup>  | Recycling                   | As Needed                                       | <b>Total: 10 Each 55 Gallon Drums</b>   |
| 005- Partially Full Aerosol Cans <sup>2</sup>   | Universal Waste - Recycling | As needed.<br>Picked up with other drum wastes. | <b>Total: 5 Each 55 Gallon Drums</b>  |
| 006- Spent Fluorescent & Halogen Light Bulbs  | Universal Waste - Recycling | As Needed                                       | <b>Total: 250 Each</b>  |

- 1 Presently handled in bulk quantity
- 2 Presently handled in drum quantity

**2.4.2 Industrial Waste Transportation**

The Contractor shall provide industrial waste transportation services for the shipment of wastes to be managed under this contract from METRO facilities to approved recycling or Treatment/Storage/Disposal Facility.

If requested, METRO will provide appropriate equipment (forklift, hoist, etc.) and operators for the loading of wastes onto the Contractor's vehicle(s). All Contractors' vehicles will be loaded under the direction of the Contractor's vehicle operator.

The Contractor shall select, in its sole judgment, appropriate vehicles, materials, tools and equipment necessary for the transportation of wastes to be managed under this Contract. Vehicles used for the transportation of wastes shall be equipped with emergency spill clean-up equipment.

The Contractor's vehicle operator shall, at the request of METRO, make a copy of the daily pre-operative inspection report for the vehicle available for review. At its discretion, METRO may conduct an inspection of the Contractor's vehicle. METRO reserves the right to reject Contractor vehicles that fail pre-operative inspections or inspections conducted by METRO personnel at no charge to METRO.

All Contractor vehicle and equipment operators shall be fully trained as to the proper procedures and precautions to be followed in the handling, loading and transportation of wastes to be managed under this contract and in accordance with all applicable federal, state and local laws and regulations.

### **2.4.3 Industrial Waste Disposal**

The contractor shall dispose or arrange for disposal of all hazardous wastes in an environmentally consistent manner. METRO's highest priority for disposal is recycling. The lowest priority is landfill or other land disposal methods. Industrial wastes should be reclaimed, reused and recycled to derive further useful value as an originally intended product, as a raw material ingredient for a product, or as a fuel material for making a product.

The methods of industrial waste disposal are delineated below in the order of priority:

- A. Disposal shall be by recycling through regeneration for use as originally intended.
- B. Disposal shall be by recycling through use as raw material ingredient for a new product.
- C. Disposal shall be through conversion to fuel use in making a new product.
- D. Disposal shall be by pretreatment and treated liquid discharged to the authorized publicly owned wastewater treatment works. Any resulting solid residue from the pretreatment shall be recycled for reuse, to the maximum extent possible.
- E. If disposal methods A, B, C and D are not possible, the waste material shall be incinerated per EPA Class 1 standards or disposed of in other manners upon specific approval from METRO Program Manager.
- F. Drums shall be inspected and disposed of through a permitted disposal center in the following order of priority:
  1. Reusable or resalable drums shall be triple-rinsed and reconditioned.
  2. Unusable drums that can be cleaned of hazardous waste shall be triple-rinsed, and crushed and metal reclaimed.
  3. Drums, which cannot be cleaned of hazardous waste by triple rinsing, shall be crushed and manifested to a landfill.

The Contractor shall recycle, store, treat and dispose of all wastes to be managed under this contract at recycling or Treatment/Storage/Disposal Facility that are expressly approved for use by METRO's Program Manager and are fully licensed and permitted for the waste streams to be managed and treatment processes utilized.

METRO personnel may inspect without prior notice the waste sites and contractors business to insure proper safety and housekeeping practices are being performed and in conformance with all applicable federal, state and local environmental laws. METRO reserves the right to approve all recycling and Treatment/Storage/Disposal Facility to which the wastes will be taken.

The contractor shall provide reusable replacement containers for disposal of waste material as necessary.

All waste treatment, storage and disposal activities shall be performed in accordance with all applicable federal, state and local laws and regulations. Any changes in the status of any and all licenses and permits for Treatment/Storage/Disposal Facility authorized by METRO's Program Manager for wastes to be managed under this contract including, but not limited to, revocation, suspension, failure to renew or expiration of any licenses or permits shall be immediately conveyed by telephone and in writing by the Contractor to METRO Program Manager.

All hazardous wastes to be managed under this contract shall be stored by the Contractor out of the weather in an enclosed building or storage unit (enclosed van, storage container, etc.) with appropriate containment facilities to ensure that no contamination of the property of the facility or adjoining property will occur.

With the exception of items expressly approved by METRO Program Manager, land disposal of any industrial waste, component and residual by-product from any industrial waste treatment process, is expressly prohibited. With the exception of wastes to be managed through approved recycling processes, the Contractor shall not permit any other person or organization to use, distribute or sell any wastes to be managed under this contract or their waste components or residues.

#### **2.4.4 24-Hour Emergency Response Services**

In the event of an industrial materials or waste incident (spills, leaks, etc.) that requires services beyond those METRO is capable of providing internally, the Contractor will be listed as the primary support for hazardous materials and waste emergency response services. The Contractor shall furnish 24-hour emergency contact telephone numbers and notification procedures for requesting emergency response services.

**NOTE: The 24-hour emergency contact telephone numbers provided shall provide direct contact to duly authorized Contractor representatives. Answering machine or answering service telephone numbers will not be considered as acceptable.**

Upon notification by METRO Project Manager or designee, the Contractor shall mobilize appropriate personnel, materials and equipment for response to incidents to provide emergency support services including, but not limited to, hazmat identification of wastes, containment, clean-up, decontamination, furnishing of materials and/or equipment, waste transportation and disposal, etc. Typical tasks may include furnishing of vacuum tanker services for pumping of underground sumps and tanks, furnishing personnel, materials and/or equipment for spill cleanup and/or waste containment, packaging, transportation, etc.

**The time for clean-up/response teams (personnel, materials and equipment) or vacuum tankers to respond to incidents/spills and be on site ready for clean-up activities shall not exceed two hours.**

Specific minimum equipment requirements shall include:

1. Road and safety equipment
2. Communication materials
3. Sorbent materials
4. Recovery containers
5. Neutralizing agents
6. Technical reference library
7. Tools necessary for clean-up and leak stoppage
8. Sampling equipment needed for profiling wastes
9. First aid equipment
10. Fresh air breathing apparatus
11. Air monitoring equipment
12. Proper disposal vehicles to ship wastes
13. Protective equipment for hazards to life environments

#### **2.4.5. Monthly Pump Outs of Interceptors and Vehicle Wash Sumps**

As needed, the Contractor shall pump out and dispose of the contents of the interceptors and of the vehicle wash sumps at METRO's two maintenance yards. Contractor shall scrub and clean the walls of the vehicle wash sumps after pumping sumps out. (Walls of the interceptors do not need to be scrubbed and cleaned.) The hourly labor rate for scrubbing and cleaning vehicle wash sump walls is to be included as a separate line item on Proposer's standard rate schedule, which is to be submitted in the price proposal.

### **2.5 SPILL PREVENTION AND CLEAN-UP**

The Contractor shall use appropriate methods, equipment and practices required by all federal, state and local laws and regulations as well as industry recommended and approved methods, equipment and practices to

ensure that no discharges, releases, spills or leakage occurs during the packaging, loading, transportation, storage and disposal of wastes to be managed under this contract.

In the event of a discharge, release, spill or leakage of industrial wastes during packaging, loading, transportation, storage or disposal of wastes to be managed under this contract, the Contractor shall take appropriate and immediate action to protect human health and the environment. The Contractor shall, at no expense to METRO, be fully responsible for, and take appropriate and immediate action to remediate and clean-up any such discharge, release, spill or leakage in accordance with all applicable federal, state and local laws and regulations.

METRO will direct actions taken should any discharge, release, spill or leakage of hazardous wastes occur during packaging, loading and/or transportation activities on METRO property. The Contractor shall compensate METRO for any costs incurred for response to any discharge, release, spill or leakage of hazardous wastes occurring on METRO property during loading, packaging and/or transportation activities caused by Contractor negligence.

The Contractor shall immediately notify METRO's Program Manager by telephone and in writing should any accident or incident occur which results in any discharge, release, spill or leakage which involves any wastes to be managed under this contract and will prepare all appropriate release reports or notices. The Contractor shall make all notifications and reporting to the appropriate regulatory or emergency response agencies as required under federal, state and local laws and regulations in the event of a discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of wastes to be managed under this contract.

If requested by METRO, the Contractor shall furnish METRO's Program Manager with a detailed written report describing any discharge, release, spill or leakage of industrial wastes during transportation, storage or disposal of wastes to be managed under this contract that required notification to METRO or any federal, state and local regulatory or emergency response agency.

## **2.6 SAFETY REQUIREMENTS**

- 2.6.1 All work shall be performed in strict accordance with METRO, OSHA, and Cal-OSHA safety procedures. The contractor agrees to comply fully with all current, and subsequently revised procedures or requirements. All contractor personnel shall be fully qualified and trained to operate the contractor's equipment and be knowledgeable in safe operating practices regarding hazardous and non-hazardous waste operations. The contractor, who accepts full responsibility for its maintenance and use, shall furnish safety equipment required by METRO.
- 2.6.2 The Contractor agrees to perform its obligations hereunder in a safe and efficient manner, using good operating practices. The Contractor's vehicles, equipment, and practices used hereunder shall meet without limitation all DOT, EPA, DTSC, and CHP requirements.
- 2.6.3 The Contractor's operators must be competent in the handling of both hazardous and non-hazardous wastes.
- 2.6.4 All contractors' operators shall hold a California Class I license and current annual medical card and all necessary endorsements required for the completion of the work stated herein.
- 2.6.5 The Contractor shall provide and utilize wheel chocks during the loading and unloading of trucks.
- 2.6.6 All equipment furnished by the contractor shall be in a good state of repair/condition and of a type and design that will permit safe and efficient operation and shall be in accordance with all state and federal rules and regulations pertaining to such equipment.

Vacuum pump engines shall be diesel driven. Trucks and tanks shall be equipped with a vehicle grounding system. Tanks shall be equipped with external mechanical level indicators capable of measuring loads in increments of one-fourth (1/4) capacity of tank.

- 2.6.7 The work outlined herein may be performed in or near operations or mechanical work area. All reasonable precautions shall be taken to minimize interference within the work area. In the event an interference does occur, the contractor shall seek direction from the appropriate METRO authorized representative.
- 2.6.8 The Contractor will post and maintain all signs, notices, barricades, and other safeguards required by law, ordinance, or good judgment. The Contractor shall bear full responsibility for the protection and safety of public, personnel, materials, and surfaces in the vicinity of the work being performed.

## **2.7 NON-CONFORMITY OF WASTE**

The Contractor shall have the right to reject any waste to be managed under this contract that does not materially conform to the list of wastes provided for each shipment by METRO Program Manager. In rejecting any waste, the Contractor shall notify METRO's Program Manager of the reason(s) for the non-conformity. The rejection of any item to be managed under this contract shall not affect the acceptance by the Contractor of any other item to be managed under this contract.

If the Contractor accepts a waste item but determines within thirty (30) calendar days that the waste is non-conforming, the Contractor shall notify METRO's Program Manager by telephone and, if requested by METRO Program Manager, in writing of such non-conformity. If METRO is unable to verify or correct the non-conformity, the Contractor and METRO shall, in good faith, attempt to correct the non-conformity and provide for the appropriate management of the waste. In the event the Contractor and METRO are unable to agree on an appropriate resolution of the non-conformity, or the Contractor is prohibited by law or Treatment/Storage/Disposal Facility permit from managing the non-conforming waste, the Contractor may revoke acceptance of such non-conforming waste. In the event of revocation of acceptance due to waste non-conformity, METRO will pay, as applicable, the cost of transporting to the Contractor's recycling or Treatment/Storage/Disposal Facility, the cost of return transporting from the Contractor's recycling or Treatment/Storage/Disposal Facility to METRO facility and other reasonable charges incurred by the Contractor with METRO Program Manager's written approval.

In the event the Contractor gives METRO's Program Manager notice of any non-conformity, METRO may notify the Contractor of METRO intent to verify the alleged non-conformity or to correct any correctable non-conformity. The Contractor shall cooperate with and assist METRO, at METRO's expense, to make such verification and correction, including conducting additional inspections, taking and analyzing additional samples as requested by METRO, and making the non-conforming waste available to METRO.

In the event the Contractor and METRO agree, or additional information indicates that the waste material is not non-conforming for the reasons specified in the Contractor's notice of non-conformity, the Contractor's notice of non-conformity shall be deemed null and void and the Contractor shall reimburse METRO for all costs incurred in the verification process.

## **2.8 OTHER SERVICES/ASSOCIATED TASKS**

The Contractor will be required to perform all the necessary and legal tasks which, though not specifically listed and noted in the RFP, are necessary tasks to actually perform or are necessary to conform with all requirements while furnishing removal and disposal services for industrial wastes. Such tasks include, but are not limited to: assessment of problems; sample collection; sample analysis; data interpretation; toxicological advice; expert opinion as to the characteristics of the hazardous material; recommendations as to appropriate removal and disposal action; determination of appropriate mode of transportation; selection (with the approval of METRO) of proper disposal or treatment; assistance in regulatory requirements; assistance and instruction in handling, packaging, site mitigation and investigation; tank cleaning; and assistance in employee training and industrial hygiene and safety practices (if request by METRO).

## **2.9 SCHEDULE**

It is anticipated that a Notice to Proceed will be issued on/or about May 1, 2009.



**3. PROPOSER’S MINIMUM QUALIFICATIONS**

General Qualifications:

- 3.1 The Proposer shall have a minimum of five (5) years experience in and comprehensive knowledge of hazardous and non-hazardous waste management.
- 3.2 The Proposer shall possess knowledge of regulations and codes regarding hazardous and non-hazardous waste management, including recycling, treatment, storage and disposal of such waste. The Proposer shall be familiar with State and Federal laws and regulations pertaining to hazardous and non-hazardous waste management in Santa Cruz County, including, but not limited to specific regulations promulgated by DOT, the Interstate Commerce Commission, the EPA, California Highway Patrol, California Department of Toxic Substances Control, OSHA and Cal-OSHA.
- 3.3 The Proposer must demonstrate a good record of compliance with regulations related to hazardous waste and non-hazardous handling, for the 12 months prior to submittal of their proposal.
- 3.4 All staff to be provided by Proposer or Proposer’s subcontractors to handle hazardous wastes shall have current 40 hour Hazardous Waste Operations and Emergency Response “HAZWOPER” Training according to Title 8 of the California Code of Regulations, Section 5192. Additionally, proposed staff must have undergone any other training that might be required by state and federal law. All documentation of training must be made available to METRO, state and local regulators upon request.
- 3.5 The Proposer or Proposer’s subcontractors must possess all permits, licenses and certificates required or necessary for the performance of the Services set forth in this RFP. Neither the Proposer nor any of the Proposer’s subcontractors shall have had any such permit, license or certificate suspended or revoked during the 12 month period prior to submittal of their proposal.

**4. EVALUATION AND SELECTION**

- 4.1 **Evaluation Criteria:** The following criteria will be used to evaluate proposals:

| EVALUATION CRITERIA   | POINTS POSSIBLE   |
|---|-------------------|
| 1. Experience and capabilities in providing hazardous and non-hazardous waste recycling services.                       | 20 Points         |
| 2. Experience and capabilities in providing hazardous and non-hazardous waste treatment, storage and disposal services. | 20 Points         |
| 3. Fees relative to the services provided.  | 35 Points         |
| 4. Experience and capabilities in hazardous waste emergency response services.  | 10 Points         |
| 5. Record of violations related to hazardous or non-hazardous waste handling.   | 5 Points          |
| 6. Qualifications of project manager and technical personnel.   | 5 Points          |
| 7. Completeness and detail of the submitted Proposal.   | 5 Points          |
| 8. Results of reference verifications.  | 5 Points          |
| 9. Disadvantaged Business Enterprise Participation  | 5 Points          |
| <b>Total Points Possible</b>  | <b>110 Points</b> |

- 4.2 **Evaluation Procedure**

An Evaluation Committee, comprised of METRO staff, will review and evaluate all proposals submitted according to the evaluation criteria provide in this RFP. METRO reserves the right to interview the top two or three ranked firms.

#### 4.3 **Award**

When the Evaluation Committee has completed its work, negotiations will be conducted for the extent of services to be rendered and for the method of compensation. Because METRO may award without conducting negotiations, the proposal submitted shall contain the Proposer's most favorable terms and conditions. Final approval will be requested at the METRO Board of Directors meeting on April 24, 2009.

### 5. **PREVAILING WAGE REQUIREMENTS**

**Prevailing Wage Rates:** Pursuant to appropriate Sections of the Labor Code of the State of California, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) for those classifications applicable to the services to be performed under this Agreement, for straight time, overtime, Saturday, Sunday and holiday work. Said prevailing wage rates have been adopted by METRO Board of Directors and are incorporated herein by reference. These wage rates are available through the California State Department of Industrial Relations, <http://www.dir.ca.gov>. The Contractor shall post a copy of the prevailing wage rates at the jobsite or material staging area.

Workmen employed in the work must be paid at the rates at least equal to the prevailing wage rates as adopted. If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of Contract award.

In the performance of the services specified in this Contract, the Contractor and all Sub Contractors shall be responsible for compliance with California Labor Code Sections 1776 (Payroll records, retention, inspection, noncompliance penalties, rules and regulations) and 1777.5 (Employment of registered apprentices, wages, standards, number, apprenticeable craft or trade, exemptions, contributions).

This Contract is also subject to Federal requirements for payment of prevailing wages as determined by the Secretary of Labor. Where there are differences in the rates, the higher rate shall apply.

### 6. **PROPOSAL CONTENT**

**6.1 General Information:** Complete the attached General Information Form (*Part II*), and place in the front of all proposals submitted.

**6.2 Profile of Firm:** This section shall include a brief description of the firm's size as well as the local organizational structure. Include a discussion on the firm's financial stability, capacity and resources. Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers within the last five years.

**6.3 Qualifications of the Firm:** This section shall include:

- A description of the Proposer's experience and capability in the type of work covered in Section I – SCOPE OF SERVICES.
- Resumes of Key Personnel and staff to be assigned to this project.
- Proposed Organizational Chart of key personnel and staff to be assigned to this project.
- A list of at least five client references for whom the Proposer provided services for hazardous and non-hazardous waste management, including recycling, treatment, storage and disposal within the past three years.
- A list of at least five client references for whom the Proposer provided emergency response services within the past two years.

- 6.4 Transportation Plan:** A description of the Proposer's arrangements for transportation of industrial wastes to be managed under this project including:
- 6.4.1 A copy of the State of California DTSC Certificate of Registration as a hazardous waste transporter for Proposer (if Proposer provides transportation) and for any subcontracted transporters to be utilized, along with a list of all other applicable licenses and registrations.
  - 6.4.2 A list of transporter hazardous waste hauler registrations for other states through which hazardous wastes to be managed under this project may be transported.
  - 6.4.3 State, Local and Industry licensing requirements, including proof of CHP inspection.
- 6.5 Emergency Response Services:** Detailed and specific information on Proposer's capabilities for emergency response services including emergency response capabilities and experience, location(s) of emergency response groups and equipment, anticipated and guaranteed response times for technical personnel and equipment, a listing of locally available emergency response equipment, organization of emergency response groups, notification and response implementation procedures, etc. This information will be used as a basis for assessing the Proposer's ability to provide timely and comprehensive emergency response services.
- 6.6 Waste Management Plan** describing the recycling or Treatment/Storage/Disposal Facility to be utilized to manage routine wastes to be managed under this contract including the facility name, address, telephone number, EPA ID number, specific waste streams to be managed at each Treatment/Storage/Disposal Facility listed, and a description of the waste management processes to be utilized. If available, a copy of the Treatment/Storage/Disposal Facility Acknowledgment of Notification of Hazardous Waste Activity shall be included.
- 6.7 Treatment/Storage/Disposal Facility Selection Procedure:** A detailed description of auditing procedures used by the Proposer for selecting Treatment/Storage/Disposal Facility and a brief discussion of audit results for each Treatment/Storage/Disposal Facility proposed for utilization under this contract shall be included in the Proposal. METRO may request more detailed Treatment/Storage/Disposal Facility audit information at a later date.
- 6.8 Regulatory Compliance Record:** A discussion of the regulatory compliance record of the Proposer, recycling and Treatment/Storage/Disposal Facility to be utilized and any subcontractors (transporters, etc) including a description of any accidents or violations issued to the Proposer, recycling, Treatment/Storage/Disposal Facility and transporters by the Federal Environmental Protection Agency, Department of Transportation, Department of Toxic Substances Control, local regulatory agencies and California Highway Patrol during the past year from the date of proposal submittal.
- 6.9 Subcontractor Listing:** Complete attached Subcontractors Listing Form (**Part II**) and place in the front of all proposals submitted.
- 6.10 Cost/Pricing Information:** This section shall include the Proposer's price for performing the services discussed in the scope of work. The attached Price Proposal Form (**Attachment A**) must be completed and submitted with the proposal. Proposals in which the costs do not reflect a reasonable relationship to the work to be conducted may be viewed as failing to comprehend the requirements of the scope of work, and, therefore, cause the proposal to be rejected as being non-responsive. Additionally, prior to award of a contract, the successful Proposer may be required to submit the firm's most recent complete financial statements, including footnotes and auditor's opinion or other financial instrument that would establish the firm's ability to complete the obligations of the contract resulting from this solicitation.
- 6.11 Listing of DBE Prime or Subcontractors (Part II):** Complete this form and include with all copies of the proposal.
- 6.12 Exceptions to the Agreement:** This section shall include any exceptions the Proposer has taken to this RFP.
- 6.13 Federal Forms:**

- 6.13.1 Certification of Restrictions on Lobbying (Part II):** Complete this form and include with all copies of the proposal.
- 6.13.2 Certification of Debarment (Part II):** Complete this form and include with all copies of the proposal.

## **PART IV**

### **GENERAL CONDITIONS TO THE CONTRACT**

#### **1. GENERAL PROVISIONS**

##### **1.01 Governing Law & Compliance with All Laws**

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

##### **1.02 Right to Modify Contract**

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

#### **2. TERMINATION**

##### **2.01 Termination for Convenience**

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

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

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

## 2.02 Termination for Default

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

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

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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

#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

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

## 7.03 Other Insurance Provisions

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

## 8. SINGLE PROPOSAL



If only one proposal is received in response to the RFP, Offeror may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. METRO may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with METRO in compiling and submitting detailed information for the cost and price analysis.

## 9. NO DISCRIMINATION

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

## 10. DISADVANTAGED BUSINESS ENTERPRISES

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

### I. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

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

#### A. Prompt Payment of Withheld Funds to Subcontractors

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

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

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on METRO Liability

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

### 13.04 Drug and Alcohol Policy

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

### 13.05 Publicity

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

### 13.06 Consent to Breach Not Waiver

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

### 13.07 Attorneys' Fees

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

### 13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## PART V

### CONTRACT FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES (09-11 )

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 METRO's Primary Objective

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

##### 1.02 METRO's Need for Industrial Waste Disposal and Industrial Waste Emergency Response Services

METRO has the need for Industrial Waste Disposal and Industrial Waste Emergency Response Services. In order to obtain these services, METRO issued a Request for Proposals, dated February 25, 2009, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

##### 1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Industrial Waste Disposal and Industrial Waste Emergency Response Services and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Industrial Waste Disposal and Industrial Waste Emergency Response Services, which is attached hereto and incorporated herein by reference as Exhibit "B".

##### 1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide Industrial Waste Disposal and Industrial Waste Emergency Response Services described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated February 25, 2009

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

Contractor's Proposal to METRO for Industrial Waste Disposal and Industrial Waste Emergency Response Services, signed by Contractor and dated March 25, 2009.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by METRO for this project in accordance with the Request for Proposals issued February 25, 2009.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued February 25, 2009.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by METRO.

At the option of METRO, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

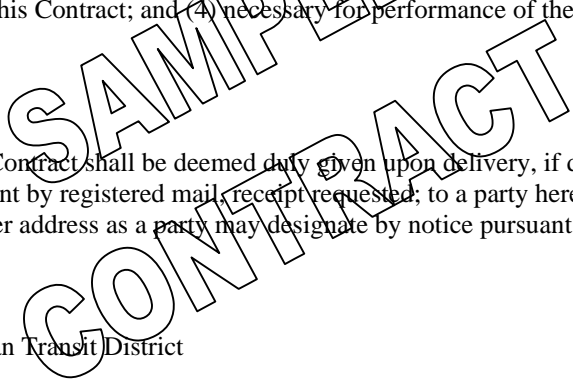
METRO

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_



7. AUTHORITY

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

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

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR -

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT



## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

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

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

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

##### **5.1 Compliance with Regulations**

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

##### **5.2 Nondiscrimination**

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

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

### 5.4 Information and Reports

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

### 5.5 Sanctions for Noncompliance

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

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

### 5.6 Incorporation of Provisions

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

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

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

## 7.0 CONSERVATION

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

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

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

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

### 9.1 Overtime Requirements

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

### 9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

### 9.3 Withholding for Unpaid Wages and Liquidated Damages

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

### 9.4 Nonconstruction Grants

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

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

#### 9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

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

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

No employee, officer or agent of METRO shall participate in selection, or in the award 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. METRO's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

### 17.1 General

METRO and Contractor agree:

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

### 17.2 Applicability

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

### 17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.

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

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

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

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

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

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

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

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

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

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

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

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

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

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

### 20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or



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

### 20.3 Agreement

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

### 20.4 Penalties.

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

### 20.5 Cost allowability

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

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

#### POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

#### APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

#### DEFINITIONS

**“Common Grant Rules”** refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**“Interested Party”** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an “interested party”.

**“Protest”** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

**“Protester”** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”.

**“Types of Protests”:** There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

## **STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

## **METRO RESPONSIBILITIES TO FTA**

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
- b. Details: The following information about each Protest:
  - (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
  - (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

**ATTACHMENT A - PRICE SCHEDULE**

COMPANY NAME: \_\_\_\_\_

| ITEM | UNIT OF MEASURE               | DISPOSAL METHOD   | DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS  | UNIT PRICE |
|------|-------------------------------|-------------------|---|------------|
| 001  | Bulk Gallon or 55 Gallon Drum | Proposed Method:  | <p align="center"><b>Steam Clean Sump/Interceptor Sludge &amp; Wastewater</b></p> <p align="center">_____</p> <p align="center">(Unit price in written words)</p> | \$ _____   |
|      |                               | Alternate Method: | <p align="center">_____</p> <p align="center">(Unit price in written words)</p>   | \$ _____   |
| 002  | Bulk Gallon or 55 Gallon Drum | Proposed Method:  | <p align="center"><b>Waste Oil/Automatic Transmission Fluid</b></p> <p align="center">_____</p> <p align="center">(Unit price in written words)</p>               | \$ _____   |
|      |                               | Alternate Method: | <p align="center">_____</p> <p align="center">(Unit price in written words)</p>   | \$ _____   |
| 003  | 55 Gallon Drum or Other       | Proposed Method:  | <p align="center"><b><u>Used Absorbents</u></b></p> <p align="center">_____</p> <p align="center">(Unit price in written words)</p>                               | \$ _____   |
|      |                               | Alternate Method: | <p align="center">_____</p> <p align="center">(Unit price in written words)</p>   | \$ _____   |
| 004  | 55 Gallon Drum or Other       | Proposed Method:  | <p align="center"><b>Drained Used Oil Filters</b></p> <p align="center">_____</p> <p align="center">(Unit price in written words)</p>                             | \$ _____   |
|      |                               | Alternate Method: | <p align="center">_____</p> <p align="center">(Unit price in written words)</p>   | \$ _____   |

| ITEM | UNIT OF MEASURE        | DISPOSAL METHOD   | DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS  | UNIT PRICE |
|------|------------------------|-------------------|---|------------|
| 005  | Cartons<br>or<br>Other | Proposed Method:  | <p align="center"><b>Universal Waste Recycling:<br/>Partially Full Aerosol Cans</b></p> <hr/> (Unit price in written words)           | \$ _____   |
|      |                        | Alternate Method: | <hr/> (Unit price in written words)   | \$ _____   |
| 006  | 55 Gallon Drum         | Proposed Method:  | <p align="center"><b>Universal Waste Recycling:<br/>Fluorescent &amp; Halogen Light Bulbs</b></p> <hr/> (Unit price in written words) | \$ _____   |
|      |                        | Alternate Method: | <hr/> (Unit price in written words)   | \$ _____   |
| 007  | 55 Gallon Drum         | Proposed Method:  | <p align="center"><b>Replacement Metal Drums</b></p> <hr/> (Unit price in written words)  | \$ _____   |
|      |                        | Alternate Method: | <hr/> (Unit price in written words)   | \$ _____   |

COMPANY NAME: \_\_\_\_\_

# **EXHIBIT - B**

**Santa Cruz Metropolitan Transit District**

**RFP 09-11**

**Industrial Waste Disposal and Industrial Waste  
Emergency Response Services**

**Prepared by:**

**Evergreen Oil, Inc.**

**6880 Smith Avenue**

**Newark, California 94560**

**(510) 795-4400**

**March 25, 2009**

**PART II**

**GENERAL INFORMATION FORM**

**INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES**

**RFP No. 09-11**

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


Evergreen Oil, Inc. 3/23/09  
Legal Name of Firm Date

6880 Smith Avenue, Newark, CA 94560  
Firm's Address

(510) 795-4400 (510) 608-0187  
Telephone Number FAX Number

Corporation 33-0059051  
Type of Organization (Partnership, Corporation, etc.) Tax ID Number

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

  
Signature of Authorized Principal

Gary Colbert, President  
Name of Principal-in-Charge and Title

Shawn Shears, Operations Manager  
Name of Project Manager and Title

Gary Colbert, President, garyc@evergreenoil.com, (510) 608-0155  
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

6880 Smith Avenue, Newark, CA 94560  
Addresses Where Correspondence Should Be Sent

Waste Transportation and Recycling  
Areas of Responsibility of Prime Contractor





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

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name Evergreen Oil, Inc.

Signature of Authorized Official 

Name and Title of Authorized Official Gary Colbert, President

Date 3/23/09

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

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

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

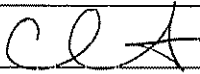
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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

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

**BUY AMERICA CERTIFICATE**

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

Date: 3/23/09  
Signature:   
Company Name: Evergreen Oil, Inc.  
Title: 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: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME Evergreen Oil, Inc. CONTRACTOR'S ADDRESS 6880 Smith Ave., Newark, CA 94560  
 DBE GOAL FROM CONTRACT None Set %  
 FED. NO. \_\_\_\_\_ PROPOSAL AMOUNT \$ 0  
 COUNTY \_\_\_\_\_ PROPOSAL OPENING DATE March 25, 2009  
 AGENCY \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ SOURCE \*\* \_\_\_\_\_

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

| CONTRACT<br>ITEM NO.  | ITEM OF WORK AND DESCRIPTION OF<br>WORK OR SERVICES TO BE SUBCONTRACTED<br>OR MATERIALS TO BE PROVIDED * | CERTIFICATION<br>FILE NUMBER | NAME OF DBE | DOLLAR<br>AMOUNT<br>DBE *** | PERCENT<br>DBE |
|-----------------------|--|------------------------------|-------------|-----------------------------|----------------|
| <p>Not Applicable</p> |  |                              |             |                             |                |
|                       |  |                              |             | TOTAL CLAIMED DBE           | 0 %            |
|                       |  |                              |             | PARTICIPATION               | \$ 0           |

SIGNATURE OF CONTRACTOR  DATE 3/23/09  
 AREA CODE/TELEPHONE (510) 795-4400 (Detach from proposal if DBE information is not submitted with proposal.)

- \* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
  - \*\* DBE's must be certified on the date proposals are opened.
  - \*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.
- NOTE:** Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

# CONTRACTOR DBE INFORMATION

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

Not Applicable

|                                    |    |   |   |   |
|------------------------------------|----|---|---|---|
| TOTAL CLAIMED DBE<br>PARTICIPATION | \$ | 0 | 0 | % |
|------------------------------------|----|---|---|---|

**ATTACHMENT A - PRICE SCHEDULE**

COMPANY NAME: Evergreen Oil, Inc.

| ITEM | UNIT OF MEASURE                              | DISPOSAL METHOD                          | DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS   | UNIT PRICE                 |
|------|--|--|--|----------------------------|
| 001  | Bulk Gallon or 55 Gallon Drum<br>* See Below | Proposed Method:<br>Treatment for Water  | <b>Steam Clean Sump/Interceptor Sludge &amp; Wastewater</b><br>Eighty five cents per gallon<br>(Unit price in written words) | \$ .85/gal.                |
|      |  | Alternate Method:<br>Landfill for Sludge | One dollar sixty five cents per gallon<br>(Unit price in written words)  | \$ 1.65/gal.               |
| 002  | Bulk Gallon or 55 Gallon Drum                | Proposed Method:<br>Refine               | <b>Waste Oil/Automatic Transmission Fluid</b><br>Fifteen cents per gallon<br>(Unit price in written words)                   | .15/gal.<br>\$ _____       |
|      |  | Alternate Method:                        | <br><br>(Unit price in written words)  | \$ _____                   |
| 003  | 55 Gallon Drum or Other                      | Proposed Method:<br>Landfill             | <b>Used Absorbents</b><br>One hundred sixty five dollars per 55 gallon drum<br>(Unit price in written words)                 | \$ 165.00/<br>55 gal. drum |
|      |  | Alternate Method:                        | <br><br>(Unit price in written words)  | \$ _____                   |
| 004  | 55 Gallon Drum or Other                      | Proposed Method:<br>Recycle              | <b>Drained Used Oil Filters</b><br>Forty five dollars per 55 gallon drum<br>(Unit price in written words)                    | \$ 45.00/<br>55 gal. drum  |
|      |  | Alternate Method:                        | <br><br>(Unit price in written words)  | \$ _____                   |

\* Item 001 (c) Transportation for vacuum truck is \$75.00 per hour Portal to Portal

| ITEM               | UNIT OF MEASURE               | DISPOSAL METHOD                  | DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS   | UNIT PRICE                       |
|--------------------|-------------------------------|----------------------------------|--|----------------------------------|
| 005                | Cartons or Other              | Proposed Method:<br>Incineration | <b>Universal Waste Recycling:<br/>Partially Full Aerosol Cans</b><br><br>One hundred seventy five dollars<br>_____<br>(Unit price in written words) per 55 gallon drum | \$ <u>175.00/55 gal.</u><br>drum |
|                    |                               | Alternate Method:                | _____<br>(Unit price in written words)   | \$ _____                         |
| 006<br>* See Below | 55 Gallon Drum<br>Flourescent | Proposed Method:<br>Recycle      | <b>Universal Waste Recycling:<br/>Flourescent &amp; Halogen Light Bulbs</b><br><br>Sixteen cents per foot<br>_____<br>(Unit price in written words)                    | \$ <u>.16/foot</u>               |
|                    | Halogen                       | Alternate Method:<br>Recycle     | Three dollars thirty cents per<br>_____<br>(Unit price in written words) pound   | \$ <u>3.30/pound</u>             |
| 007                | 55 Gallon Drum                | Proposed Method:<br>Refurbished  | <b>Replacement Metal Drums</b><br><br>Forty two dollars per drum<br>_____<br>(Unit price in written words)   | \$ <u>42.00/drum</u>             |
|                    |                               | Alternate Method:                | _____<br>(Unit price in written words)   | \$ _____                         |

COMPANY NAME: Evergreen Oil, Inc.

\* Item 006 Both Flourescent and Halogen Light Bulbs must remain separate to keep costs to a minimum. Both items will receive a \$75.00 minimum charge per collection.



**Santa Cruz Metropolitan Transit District**

**RFP 09-11**

**Industrial Waste Disposal and Industrial Waste Emergency Response Services**

**March 25, 2009**

**Summary of Attachments**

- 6.2 Profile of Firm**
- 6.3 Qualifications of the Firm**
- 6.4 Transportation Plan**
- 6.5 Emergency Response Services**
- 6.6 Waste Management Plan**
- 6.7 Treatment/Storage/Disposal Facility Selection Procedure**
- 6.8 Regulatory Compliance Record**
- 6.12 Exceptions to the Agreement**

## **6.2 Profile of Firm**

## Company Profile

Evergreen Oil, Inc. has become a leading environmental contractor since its founding in 1987. The services offered by Evergreen now include the following:

- Hazardous Waste Packaging, Transportation, and Disposal.
- Facility Decon and Decommissioning
- PCB Transformer Removal and Disposal
- Liquid Vacuuming
- UST Removal
- Soil and Air Sampling.
- Environmental Consulting and Engineering.
- Emergency Response

Currently, Evergreen has five (5) regional offices located in California. With services provided in California, Nevada, and Arizona, and operates the only GREEN re-refinery for used oil in the western United States reducing our dependency on crude oil and reducing green house gases.

During Fiscal Year 2008, the company generated more than \$60 million in gross revenues. Evergreen currently employs more than 212 professional and support personnel.

Evergreen has acquired extensive experience in hazardous material handling and clean up. Through the years, Evergreen has successfully dealt with various hazardous materials and chemicals under diverse environmental conditions. Evergreen handled a wide variety of chemicals and hazardous materials.

Hundreds of firms, large and small, experienced and inexperienced, are competing for environmental-related work in the United States. Corporations continuously face the problem of selecting, from among a large group of prospective candidates, the best-qualified firm to respond to their particular environmental service needs. Evergreen professional and technical staff possesses a high level of knowledge and expertise and update their skills through Evergreen's ongoing training programs. As a result of our commitment to excellence through education and training, Evergreen fields a team of experienced professionals capable of dealing at the highest levels of competency with virtually any clean-up operation.

Evergreen has proven its ability to successfully provide environmental remediation services and is distinguished from other companies by the following:

- Over twenty-two (22) years of diversified environmental experience.
- A reputation for cost-effective project management.
- Full-service capability to manage a project from start to finish.
- Highly trained field personnel for planned remediation and emergency response.
- An industry-wide reputation for responsiveness, flexibility, and quality.
- Utilization of emerging and innovative technologies.

The ability of Evergreen to deal with large-scale environmental challenges is a direct result of its commitment to customer service and satisfaction. Evergreen has developed a national presence and a wide range of technical skills to create permanent solutions for complex environmental problems.

Evergreen does not currently, nor have we in the past, had any litigation or lawsuit in conjunction with any projects public or private.

## **6.3 Qualifications of the Firm**

## Company List of Services

Evergreen has continually demonstrated the ability to provide a wide range of services which include regulatory compliance, site assessment, emergency response, technical services, facility decon and decommissioning, underground storage tank removal and installation, remedial actions, hazardous waste transportation and disposal, and operations and maintenance. During the past twenty-two (22) years Evergreen has successfully handled more than 100 different hazardous materials and chemicals at more than 2,500 sites. What distinguishes Evergreen from other environmental companies is its "turn-key" capability to take a job from the assessment phase to site closure.

Evergreen has considerable experience in all phases of UST removal and installation and has completed large multi-site UST programs in the United States. Evergreen professionals have extensive project experience in waste identification, waste minimization and recycling. Evergreen has the capability to perform industrial cleaning, sludge/wastewater disposal, and proper handling and disposal of both hazardous and non-hazardous residuals. If groundwater contamination is evident at a customer's property, Evergreen has the capability to investigate and define the extent of contamination and to utilize experienced hydrogeologists to direct specific remedial programs.

Evergreen aggressively approaches every project by assembling a team of experienced professionals who design and implement a site-specific program which cost-effectively achieves the desired project goals. The team consists of specialists in environmental science, engineering, geology, hydrogeology, chemistry, and health and safety. The project team is supported by additional staff professionals with expertise in project management, procurement, planning, regulatory affairs, and other related services. The Evergreen team is qualified to identify and characterize the hazardous waste problem and design a reliable solution to the problem in accordance with Federal, State, and local regulations.

Evergreen provides the services of a multidisciplinary, trained contractor team. The team is capable of performing all the major functions associated with pollution control and abatement. Client services include those outlined on the following page:

## EVERGREEN CLIENT SERVICES

- ✓ Soil Remediation
  - RI/FS
  - Bioremediation
  - Heavy Metal Fixation
  - Site Sampling
  - Cost Analysis/Remedial Alternatives
  - Post Construction Monitoring
  - Site Closure
  
- ✓ Groundwater
  - RI/FS
  - Well Drilling
  - Recovery & Treatment
  - Plume Definition/Modeling
  - Permeability & Pressure Testing
  - Monitoring Systems
  
- ✓ Site Assessments
  - Due Diligence
  - Exposure Pathways
  - Compliance Evaluation Investigations
  - Extent & Nature of Contamination
  
- ✓ Construction
  - Excavation
  - Dismantlement
  - Slurry Trenching
  - Liners
  
- ✓ Decontamination
  - Equipment
  - Facilities
  
- ✓ Decommissioning
  - Equipment
  - Facilities
  
- ✓ Underground Tanks
  - Tank Testing/Removal
  - Tank Installation
  - Site Assessment
  - Program Management
  - Leak Control
  
- ✓ Waste Disposal
  - TSD Facilities
  - Chemical Packaging
  - Waste Management
  - Waste Minimization
  - Fuel Blending

- Y On-Site Treatment
  - Air Strippers
  - Clarifiers
  - Media Filters
  - Carbon Cells
  
- Y Hazardous Waste Site Cleanup
  - Soil Decontamination
  - Vapor Extraction
  - Fixation
  
- Y Surface Impoundments
  - Restoration
  - Solidification
  - Volume Reduction
  
- Y Landfill
  - Construction
  - Closure
  - Capping
  
- Y Dewatering
  - Hazardous/Non-Hazardous
  - Pits, Ponds, Lagoons
  
- Y OSHA Training
  - 40 hr Management
  - 8 hr Refresher
  - 8 hr Management
  - CPR/First Aid Training



**Shawn Shears**  
**Operations Manager/Contract Manager**

**Qualifications**

Shawn Shears has 16 years of experience in the environmental field and brings a wide variety of field and administrative knowledge. Shawn has performed various duties on scheduled and Emergency projects including; Regulatory liaison, Incident Commander, Project Manager and Technician.

**Experience/Duties**

Project managed on various projects including; waste management of drum and bulk disposal, lab packs, tank removals, geotechnical projects, facility closures, tool decontamination, tank cleaning, emergency response, demolition, hydro-blasting & report writing.

Responsibilities include business development, proposal writing, project estimating hiring of personnel, project logistics, report writing, field sampling, and project management for all service lines.

Job tasks include managing day to day operation, review EH & S requirements and outline safety protocol for projects. Approve and select qualified vendor/subcontractors.

Obtain and completion of regulatory documentation including: permits, health and safety plans, work plans, job hazard analysis forms and pre/post closure reports.

**Training**

- Annual 8 Hour HAZWOPER refresher
- Hazardous Materials / OSHA 40 Hour Training (29 CFR 1910.120)
- Department of Transportation Training (49 CFR 172.700)
- CPR / First Aid Training
- Excavation and Shoring Training
- Sales Management Training
- Manager Skill Set Training
- Confined Space Entry and Rescue Training
- Class B License with Hazardous Materials and Tanker Endorsement
- Reactive Chemicals Training

## **Jonathan Speir**

### **Field Services Manager**

Jonathan has over 28 years of experience in the environmental industry. He has extensive background in hazardous waste management and has been successful in developing and implementing work plans in scheduled and Emergency situations.

#### **Experience Duties**

Manager for daily field activity. Assign & manage field personnel, logistically have subcontractors scheduled for a variety of remedial activities.

Project manage and work various projects including; waste management of drum and bulk disposal, lab packs, facility decommissioning/closures, tool decontamination, tank cleaning, emergency response, demolition, hydro-blasting, and report writing.

Environmental Health & Safety review of projects, develop site safety plans, tailgate safety, job hazard analysis, confined space entry permit documents.

Responsible for all phases of Hazardous waste shipments including: profiling, hazardous waste characteristic evaluation (haz cat), performing Lab Packs, Waste Classification determination, manifesting and coordination of transportation.

Supervised and documented training of field personnel in the proper use of PPE, respiratory protection/fit test

Coordinated clandestine drug lab decommissioning and Emergency Response for illegal Methamphetamine manufacturing activity for the Department of Justice.

#### **Training**

- Hazardous Materials / OSHA 40 Hour Training (29 CFR 1910.120)
- Department of Transportation Training (49 CFR 172.700)
- Reactive Chemicals Training
- CPR / First Aid Training
- Confined Space Entry and Rescue Training
- Lab Pack Training
- Manager Skill Set Training
- Forklift training
- Railroad Safety training

**Vicki Orta**  
**Customer Service Manager**

Vicki has 4 years experience in the environmental field as a environmental service coordinator. Vicki has extensive knowledge of Evergreen Oil's capabilities, equipment, and supporting personnel. All services for northern and central California of scheduled through her staff.

**Experience/Duties**

Managed hazardous waste program for Evergreen contracts with Wal-Mart, Penske, PG&E and other fortune 500 companies.

Currently responsible for a staff of 4, managing all field related projects in northern and central California.

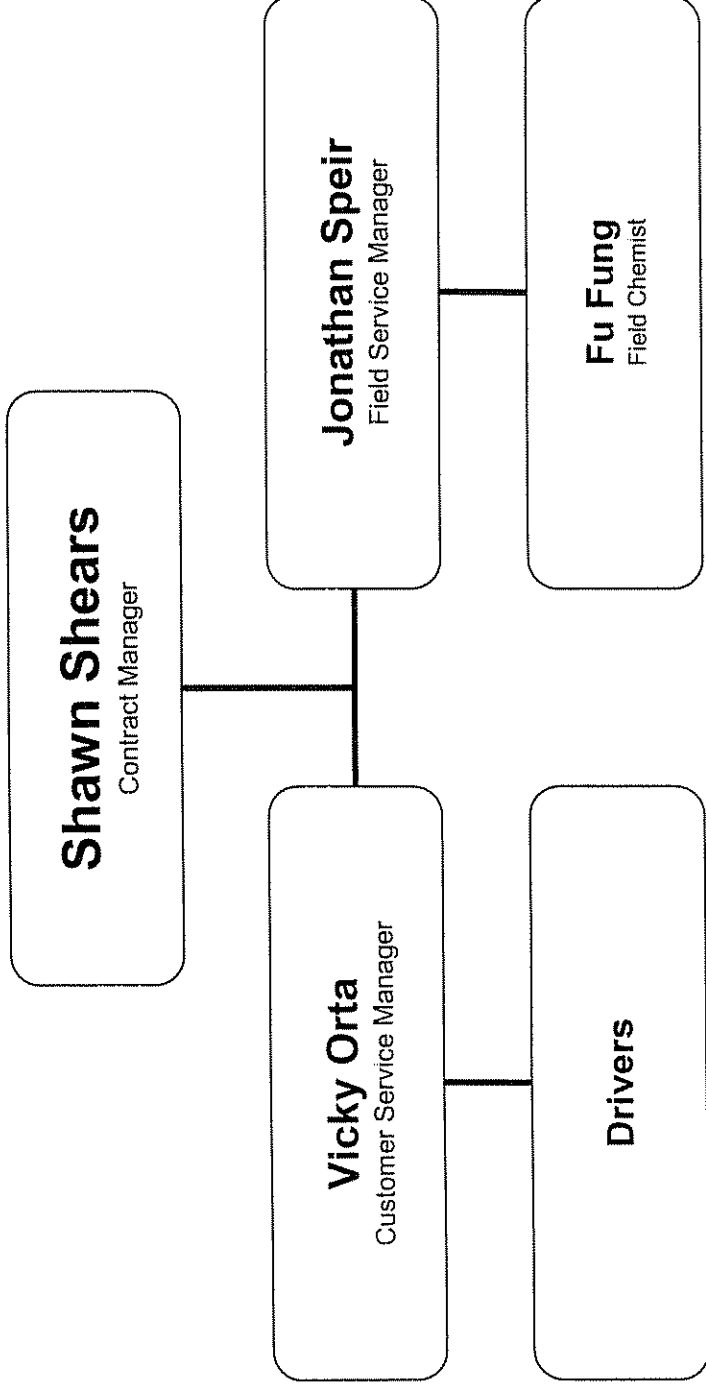
**Training**

- Hazardous Materials / OSHA 40 Hour Training (29 CFR 1910.120)
- Department of Transportation Training (49 CFR 172.700)
- CPR / First Aid Training

# Santa Cruz Metropolitan Transit District

RFP 09-11

## Industrial Waste Disposal and Industrial Waste Emergency Response Services



*Five client references (Hazardous and Non-Hazardous Waste Mgmt):*

1. **Mirant California LLC**  
696 West 10<sup>th</sup> Street  
Pittsburg, Ca 94565  
925-427-3333  
Larry Jasman
  
2. **Norcal Waste Systems –SF Recycling and Disposal**  
501 Tunnel Ave  
San Francisco, Ca 94134  
415-330-1400  
Ousmane Sy
  
3. **Frito Lay**  
600 Garner Road  
Modesto, Ca 95357  
209-544-5400  
Brenda Moppins
  
4. **Bridgestone/Firestone**  
**Entire State of California**  
**Corporate Headquarters**  
333 East Lake Street  
Bloomington, IL 60108  
847-641-6577  
Michael Welly
  
5. **Roplast Industries**  
3155 South 5<sup>th</sup> Avenue  
Oroville, Ca 95965  
530-532-9500  
Dean Squires

*Five Emergency Response Client References*

1.     **BAE Systems**  
Foot of 20<sup>th</sup> Street  
San Francisco, Ca 94101  
415-861-7447  
George Donley
  
2.     **Cal Trans**  
154 Monte Verde  
Angels Camp, Ca 95222  
209-948-7556  
Steve Rodarte
  
3.     **Pacific Gas & Electric**  
1000 Evans Ave  
Hunters Point Power Plant  
San Francisco, Ca 94124  
415-695-2261
  
4.     **Modesto Irrigation District**  
1015 South Stockton Avenue  
Ripon, Ca 95366  
209-526-7321
  
5.     **Frank C. Allegre**  
5100 Hwy 12  
Lodi, Ca 95242  
209-200-3105

## **6.4 Transportation Plan**

## **Transportation**

All Evergreen equipment is inspected and certified for waste hauling by several Federal and State agencies and authorities, including the Department of Transportation (DOT), the California Department of Toxic Substances Control (DTSC) and Environmental Protection Agency (EPA). In addition, Evergreen has developed internal standard operating procedures to conduct in-house inspections of our equipment to assure the client is receiving safe and reliable service.

For the purposes of this contract RFP 09-11, Evergreen will be the sole transporter for all wastes generated by Santa Cruz Metropolitan Transit District.





STATE OF CALIFORNIA  
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**HAZARDOUS MATERIALS  
 TRANSPORTATION LICENSE**  
 CHP 360H (REV. 1/00) OPI 062

LICENSEE NAME AND PHYSICAL ADDRESS (only if different from below)

EVERGREEN OIL  
 EVERGREEN ENVIRONMENTAL SERVICES  
 6880 SMITH AVENUE  
 NEWARK CA 94560-0248

LICENSEE NAME AND MAILING ADDRESS

EVERGREEN OIL  
 EVERGREEN ENVIRONMENTAL SERVICES  
 P.O. BOX 248  
 NEWARK CA 94560-0248

ATTENTION:

|                                 |                          |  |   |                              |
|---------------------------------|--------------------------|--|---|------------------------------|
| CONTROL NUMBER<br>184940        | LICENSE NUMBER<br>134817 | ISSUE DATE<br>6/11/2008  | EFFECTIVE DATE  | EXPIRATION DATE<br>6/30/2009 |
| CHP CARRIER NUMBER<br>CA 256578 | LOCATION                 | <input type="checkbox"/> Duplicate<br><input type="checkbox"/> Initial | <input type="checkbox"/> Replacement<br><input checked="" type="checkbox"/> Renewal |                              |

**PROPERTY OF THE CALIFORNIA HIGHWAY PATROL (CHP)**

The original valid license must be kept at the licensee's place of business as indicated on the license and a legible copy must be carried in any vehicle or combination transporting hazardous materials and must be presented to any CHP officer upon request. This license is NON-TRANSFERABLE and must be surrendered to the CHP upon demand or as required by law. A majority change in ownership or control of the licensed activity shall require a new license. This license may be renewed by submitting an application and appropriate fee to the CHP. Persons whose licenses have expired or are otherwise no longer valid must immediately cease the activity requiring a license. THERE IS NO GRACE PERIOD. For licensing information contact CHP, Commercial Vehicle Section at (916) 327-3310.

This carrier is on the special routing/site stopping place mailing lists as indicated below:

- (HMAX) Explosives subject to Division 14, California Vehicle Code (CVC).
- (HMPH) Poison Inhalation Hazard materials in bulk packagings subject to Division 14.3, CVC.
- (HRCC) Highway Route Controlled Quantity radioactive materials subject to Division 14.5, CVC.

Any person who dumps, spills, or causes the release of hazardous materials or hazardous waste upon any highway shall immediately notify the CHP or the agency having jurisdiction for that highway. The minimum fine for failure to make the appropriate notification is \$ 2,000.00. (CVC Section 23112.5)



Department of Toxic Substances Control



Linda S. Adams  
Secretary for  
Environmental Protection

Maureen F. Gorsen, Director  
1001 "I" Street  
P.O. Box 806  
Sacramento, California 95812-0806



Arnold Schwarzenegger  
Governor

\*\*\*HAZARDOUS WASTE TRANSPORTER REGISTRATION\*\*\*  
WITH CONSOLIDATED TRANSPORTER NOTIFICATION  
- HAZARDOUS WASTE OF CONCERN TRANSPORTER

NAME AND ADDRESS OF REGISTERED TRANSPORTER:

EVERGREEN ENVIRONMENTAL SERVICES  
P.O. BOX 248  
NEWARK, CA 94560-0248

TRANSPORTER REGISTRATION NO: 0242

EXPIRATION DATE: JULY 31, 2009

THIS IS TO CERTIFY THAT THE FIRM NAMED ABOVE IS DULY REGISTERED TO TRANSPORT HAZARDOUS WASTE IN THE STATE OF CALIFORNIA IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 6.5, DIVISION 20 OF THE HEALTH AND SAFETY CODE AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, DIVISION 4.5.

THIS REGISTRATION CERTIFICATE MUST BE CARRIED WITH EACH SHIPMENT OF HAZARDOUS WASTE.

FOR REGISTRATION INFORMATION, PLEASE CALL (916) 440-7145.

  
(AUTHORIZED SIGNATURE)

JUL 29 2008

(DATE)

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS  
CERTIFICATE OF REGISTRATION  
FOR REGISTRATION YEAR(S) 2006-2009**

**Registrant:** EVERGREEN OIL  
Attn: GARY COLBERT  
6880 SMITH AVE  
NEWARK, CA 94560-0248

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

**Reg. No:** 070706 014 0100Q

**Issued:** 7/7/2006

**Expires:** 6/30/2009

**Record Keeping Requirements for the Registration Program**

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U S DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-60, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, telephone (202) 366-4109.


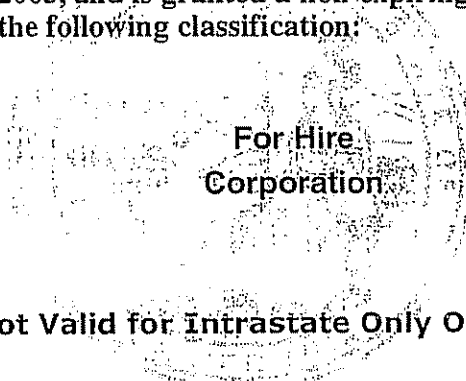
**DEPARTMENT OF MOTOR VEHICLES**  
 MOTOR CARRIER SERVICES BRANCH MS G875  
 P.O. BOX 932370 Sacramento, CA 94232-3700  
 (916) 657-8153



11/28/2007



EVERGREEN OIL  
 PO BX 248  
 NEWARK, CA 94560

|  |  |            |                |              |
|--|--|------------|----------------|--------------|
|  <p><b>NON-EXPIRING<br/>                 MOTOR CARRIER PERMIT<br/>                 Combined Carrier</b></p> |  |            |                |              |
| DEPARTMENT OF MOTOR VEHICLES<br>Motor Carrier Services Branch<br>P.O. BOX 932370 Sacramento, CA. 94232-3700<br><br>EVERGREEN OIL<br>PO BX 248<br>NEWARK, CA 94560                            | Valid From:  | 11/27/2007 | Valid Through: | Non-Expiring |
|  | CA#:   | 0256578    |                |              |
|  | The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification:<br><br><div style="text-align: center;">  <p><b>For Hire<br/>                     Corporation</b></p> </div> |            |                |              |
|  | <b>Not Valid for Intrastate Only Operations</b>  |            |                |              |
| Pmt Date: N/A  | Office #: 154  |            |                |              |
| Account #: 389336  | Tech ID: MC  |            |                |              |
| Sequence #: 0001   | Amt Paid: No Fee   |            |                |              |

**!!!IMPORTANT REMINDERS!!!**

- 1 This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements
- 2 Federal Motor Carrier Safety Administration insurance requirements must be maintained
- 3 If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

State of California - California Environmental Protection Agency  
 Department of Toxic Substances Control  
 Transportation Unit  
 1001 I Street, 11<sup>th</sup> Floor, Sacramento, CA 95814  
 Phone (916) 440-7145 Fax (916) 327 4102

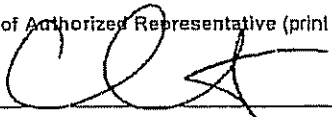
### CONSOLIDATED TRANSPORTER NOTIFICATION

|   |   |  |                                  |                                      |  |
|---|---|--|----------------------------------|--------------------------------------|--|
| 1 Business Name (Show d b a. name. show name exactly as it will appear on registration; same name or trademark is required on all vehicles):<br><b>Eyergreen Environmental Services</b> |   | 2 Transporter Registration Number<br>0   2   4   2 |                                  |                                      |  |
| 3 Business Address Number/Street<br><b>6880 Smith Avenue</b>  | City<br><b>Newark</b>   | County/Province<br><b>Alameda</b>                  | State/Country<br><b>CA / USA</b> | Zip/Postal Code<br><b>94560</b>      |  |
| 4 Mailing Address (If different) P.O. Box/Street<br><b>P.O. Box 248</b>   | City<br><b>Newark</b>   | County/Province<br><b>Alameda</b>                  | State/Country<br><b>CA / USA</b> | Zip/Postal Code<br><b>94560-0248</b> |  |
| 5a Telephone Number (Ext. Number)<br><b>(510) 795-4400</b>  | 5 Identification Numbers. If your company transports hazardous wastes, operates the designated facility, and intends to submit only the facility copy of the consolidated manifests pursuant to Health and Safety Code Section 25160(b)(5)(A), you must provide all the transporter and facility identification numbers (12 characters) used by your company on these manifests. If necessary list additional identification numbers on a separate sheet. |  |                                  |                                      |  |
| 5b Fax Number<br><b>(510) 796-2559</b>  | See Attachment  |  |                                  |                                      |  |
| 5c E-mail Address<br><b>grayc@eyergreenoil.com</b>  |   |  |                                  |                                      |  |

7 I intend to transport the following hazardous wastestream under the consolidated manifesting procedure, as described in Health and Safety Code, Section 25160.2(c)(2)(A). [Check all applicable box(es)]:

|   |  |
|---|--|
| <input checked="" type="checkbox"/> A. Used oil   | <input checked="" type="checkbox"/> J. Spent photographic solutions  |
| <input checked="" type="checkbox"/> B. Contents of an oil/water separator   | <input checked="" type="checkbox"/> K. Dry cleaning solvents (including perchloroethylene naphtha and silicone based solvents)       |
| <input checked="" type="checkbox"/> C. Solids contaminated with used oil  | <input checked="" type="checkbox"/> L. Filters, lint, and sludges contaminated with dry cleaning solvent                             |
| <input checked="" type="checkbox"/> D. Brake fluid  | <input type="checkbox"/> M. Asbestos and asbestos-containing materials   |
| <input checked="" type="checkbox"/> E. Antifreeze   | <input checked="" type="checkbox"/> N. Inks from the printing industry   |
| <input checked="" type="checkbox"/> F. Antifreeze sludge  | <input checked="" type="checkbox"/> O. Chemicals and laboratory packs collected from K-12 schools                                    |
| <input checked="" type="checkbox"/> G. Parts cleaning solvents, including aqueous cleaning solvents                         | <input checked="" type="checkbox"/> P. Absorbents contaminated with other wastes listed in Health and Safety Code Section 25160.2(c) |
| <input checked="" type="checkbox"/> H. Hydroxide sludge contaminated solely with metals from a wastewater treatment process | <input checked="" type="checkbox"/> Q. Filters from dispensing pumps for diesel and gasoline fuels                                   |
| <input checked="" type="checkbox"/> I. "Paint-related" wastes, including paints, thinners, filters, and sludges             |  |


8 Name and Title of Authorized Representative (print or type): Gray Colbert, COO-President

 7/7/08

Signature of Authorized Representative Date

Note: Keep this Consolidated Transporter Notification, signed by DTSC, with the valid Transporter Registration Certificate in the vehicle at all times during the transportation of hazardous waste. Transportation of wastestream(s) listed above, under the consolidated manifesting procedure, without notifying DTSC is a violation of Health and Safety Code (Health and Saf. Code), Section 25165(a), and may be subject to significant penalties. Consolidated transporters are also required to submit quarterly reports pursuant to Health and Saf. Code Section 25160.2(d).

DO NOT WRITE BELOW THIS LINE (FOR DTSC USE ONLY)

|   |                           |
|---|---------------------------|
|  | <u>July 8, 2008</u>       |
| Transportation Unit Representative  | Received date             |
| <u>TAMI L PATTERSON</u>   | <u>July 31, 2009</u>      |
| (Print or type name)  | Expiration Date           |
|   | <u>JUL 29 2008</u>        |
|   | DTSC acknowledgement date |

## **6.5 Emergency Response Services**

## EMERGENCY RESPONSE CAPABILITIES

Evergreen Oil is a leader in emergency response in the greater Bay Area. We maintain a fleet of vehicles and equipment to provide service to any type of illicit release in our Newark office. Our bay area staff is able to provide a person on-site as First Responder within 2 hours of a call, and a group of supporting staff and equipment within 4 hours for the purposes of this RFP with the Santa Cruz Metropolitan Transportation District.

At our Newark location we maintain over 2 million dollars in Emergency response equipment. Below is a minimum list of some of the equipment located at this facility:

|                               |               |
|-------------------------------|---------------|
| 120bbl Vacuum trucks          | 4             |
| 70bbl Vacuum trucks           | 2             |
| Box Vans with Spill Equipment | 5             |
| Drum Trucks                   | 4             |
| PID's                         | 3             |
| Multi-Medium Meters           | 2             |
| Hg Vacuum                     | 1             |
| Absorbent Rolls               | 5000 feet     |
| Absorbent Pads                | 300 bundles   |
| 85-Gal Over-packs             | 25            |
| 55-Gal Drums                  | 300           |
| 185 CFM Compressor            | 2             |
| 4000 "hotsy" Pressure Washer  | 2             |
| Diaphragm and Trash Pumps     | Various sizes |

Evergreen maintains a 800# for purposes of after hour calls that will notify a response manager on-call. Evergreen maintains this system 365 days per year with a person available to manage illicit releases. During normal working hours these individuals may be dispatched directly by the customer of our customer service/operations staff.

In addition, Evergreen maintains offices in Sacramento and Fresno that are equipped with personnel and equipment in the event additional resources are needed.

Our Project/Response Manager(s) qualifications are based on knowledge, experience and competence. Our Project Managers each have at least 10 years experience (some with 20 years plus) in the Environmental field managing a wide array of projects and most hold a Registered Environmental Assessor I certification through the State of California. These projects include managing spills on an Emergency Response basis, estimating and performing decontamination projects from tank cleaning, waste management, laboratory and facility decontamination to soil and waste water remediation. Responsibilities vary

but can include managing; personnel, equipment, materials estimating costs, time duration, waste quantities, evaluating special safety requirements, tailgate safety, PPE, work tickets, manifests and/or Bill of Ladings, regulatory liaison report writing.

Training includes; First Aid/CPR, 40 & 8 HAZWOPER and refresher, confined space entry as supervisor, entrant and attendant and rescue, high pressure water training, railroad safety, Haz Mat title 22, DOT HM 181 49 CFR, emergency railcar, air moving-Guzzler and Forklift.

Our Supervisor(s) qualifications are based on knowledge, experience and competence. Our Supervisor(s) each have at least 10 years experience in the Environmental field managing a wide array of projects. These projects include managing spills on an Emergency Response basis, estimating and performing decontamination projects from tank cleaning, lab and facility decontamination to soil and waste water remediation. Tasks vary but can include managing; personnel, equipment, materials estimating time duration, waste quantities, special safety requirements, tailgate safety, PPE, work tickets, manifests and/or Bill of Ladings.

Training includes; First Aid/CPR, 40 & 8 HAZWOPER and refresher, confined space entry as supervisor, entrant and attendant and rescue, high pressure water training, railroad safety, Haz Mat title 22, DOT HM 181 49 CFR, Haz Mat Identification and Categorization air moving-Guzzler and Forklift.



## **6.6 Waste Management Plan**

## WASTE MANAGEMENT PLAN

Evergreen offers the entire range of services in the area of identification, handling, packaging, transportation, and disposal of hazardous wastes and chemicals. In the past two decades, Evergreen has successfully worked with more than 100 different hazardous substances for a wide variety of industrial and governmental clients. This experience includes more than 2,500 projects in the continental United States. The following summary illustrates the procedure that Evergreen utilizes to assist clients in determining the most cost-effective method for their particular hazardous waste disposal and transportation needs.

- A comprehensive examination of the waste stream(s) is performed; the client is advised if a chemical analysis is necessary; a sample is collected.
- Based on Federal and State regulations, the required waste treatment is determined.
- Evergreen utilizes the necessary resources to determine a cost-effective method of treatment, including packaging and transportation.
- Waste characterization profiles are then submitted following client authorization.
- A trained crew managed by an Evergreen chemist or engineer is dispatched to the site to package and/or repackage the designated waste for transportation and disposal to an approved facility.
- Evergreen thoroughly expedites the appropriate transportation manifests and permits.
- Evergreen safely transports all packaged wastes to our approved disposal facility.

All Evergreen equipment is inspected and certified for waste hauling by several Federal and State agencies and authorities, including the Department of Transportation (DOT), the California Department of Toxic Substances Control (DTSC) and Environmental Protection Agency (EPA). In addition, Evergreen has developed internal standard operating procedures to conduct in-house inspections of our equipment to assure the client is receiving safe and reliable service.

For the purposes of this proposal (RFP 09-11) Evergreen proposes to utilize only our facility located in Newark, California.

Evergreen Oil, Inc.  
6880 Smith Avenue  
Newark, California 64560  
CAD 980 887 418

|                                |                                    |                                 |
|--------------------------------|------------------------------------|---------------------------------|
| Acetaldehyde                   | Chlordane                          | Formaldehyde                    |
| Acetic Acid                    | Chloroform                         | Furan                           |
| Acetic Anhydride               | Chloropicrin                       | Furfural                        |
| Acetone                        | Chloro Triphenyl<br>Methane        | Freon 11                        |
| Acetophenone                   | ChEVERGREEN Acid                   | Freon 113                       |
| Adipoyl Chloride               | Cobalt Chloride                    | Gasoline                        |
| Aluminum Powder                | Copper Chloride                    | Grass Retardant                 |
| Aluminum Nitrate               | Copper Sulfide                     | Hexachloroethane                |
| 2-Aminopyridine                | Creosote                           | Hexamethylene                   |
| Ammonium Meta-<br>Vanadate     | Crude Oil                          | Hexane Acetone                  |
| Ammonium Thiocyanate           | Cyclohexylamine                    | Hydrazine                       |
| Aniline                        | Cyclohexanone                      | Hydrochloric Acid               |
| Anhydrous Ammonia              | Diazinon                           | Hydrofluoric Acid               |
| Anhydrous Hydrofluoric<br>Acid | Dichlorobenzene                    | Hydrogen Peroxide               |
| Antimony Phosphate             | 2,4-Dichlorophenoxy<br>Acetic Acid | Isobutylene                     |
| Antimony Potassium<br>Tartrate | 2,4-D Esters                       | Isobutylene Nitrate             |
| Antimony Salts                 | Dichloropropene                    | Lead Napthenate                 |
| Aqueous Ammonia                | Dieldrin                           | Liquid Fertilizer/<br>Herbicide |
| Arsenic                        | Diethylene-Thiamine                | Malathion                       |
| Arsenic Acid                   | Dimethyl-Diamine                   | Mercuric Chloride               |
| Arsenic Trioxide               | Dimethyl Phosphite                 | Mercuric Cyanide                |
| Asbestos                       | Dimethyl Thiophosphate             | Monomethylamine                 |
| Asphalt, Liquid                | Diethylamine                       | Mercuric Nitrate                |
| Asphalt Emulsifier             | Dimethyldichlorosilane             | Mercuric Oxide                  |
| Benzene                        | Dimethyl Formide                   | Mercuric Thiocyanate            |
| Benzene Sulfonic Acid          | Dimethyl Glycol                    | Mercury                         |
| Benzoyl Peroxide               | 2,4-Dinitrofluorobenzene           | Methanethiol                    |
| Benzyl Acetate                 | 4,6 Dinitro-Ortho-Cresol           | Methanol                        |
| Benzyl Chloride                | Dinitrophenol                      | Methanol/Formalin Soln.         |
| Benzenethiol                   | 2,4-Dinitrophenylaniline           | Methyl Acid Phosphate           |
| Boric Acid                     | Dioxane                            | Methyl Alcohol                  |
| Boron Trifluoride              | Dioxin                             | Methyl Benzylamine              |
| Bromine                        | Diphenyl Phosphite                 | Methyl Ethyl Ketone             |
| 1-Bromo-2-<br>Methylpropane    | Dithiophosphate                    | Methylene Chloride              |
| Bromobenzene                   | Ethyl Acetate                      | Methylene Di-Para-<br>Phenylene |
| Butadiene                      | Ethyl Acid Phosphate               | Nitric Acid                     |
| Carbon Disulfide               | Ethylene Dibromide                 | m-Nitroaniline                  |
| Caustic Soda                   | Ethylene Oxide                     | Nitrocellulose                  |
| Chalcone                       | Ethyl Ether                        | Nitrogen Tetroxide              |
|                                | Ferrocene                          | O-Chlorotoluene                 |
|                                | Fluoboric Acid                     | Oleum                           |

Organic Peroxides  
Orthochlorophenol  
Orthonitrophenol  
Orthotoluenethiol  
p-Acetamidobenzene  
p-Aminobenzenethiol  
p-Anisidine  
p-Chlorophenol  
Paint Sludge  
Parathion  
Pentachlorophenol  
Peracetic Acid  
Perchloric Acid  
Phenol  
Phosgene  
Phosphoric Acid  
Phosphorous, Red  
Phosphorous, White  
Picric Acid  
Plating Solutions  
Polychlorinated

Biphenyls (PCBs)  
Potassium Cyanide  
Potassium Hydroxide  
Propylene Glycol  
Propylene Oxide  
Pyrogalllic Acid  
Pyrophoric Catalyst  
Rodenticides  
Silane  
Silver Cyanide  
Slaked Lime  
Sodium  
Sodium Arsenite  
Sodium Azide  
Sodium Bromide  
Sodium Cyanide  
Sodium Dichromate  
Sodium Hydroxide  
Sodium Hypochlorite  
Sodium Thiocyanate  
Styrene  
Sulfur Dichloride

Sulfur Trioxide  
Sulfuric Acid  
Sulfonic Acid  
Toluene Diisocyanate  
Toluene  
Toluene Sulfonic Acid  
Toxaphene  
2,4,6 Tribromophenol  
Trichlorobenzene  
Trichloroethane  
Trichloroethylene  
t-Amyl Alcohol  
Tetrachloroethylene  
Triethyl Phosphite  
Triethylthiophosphate  
Trimethyl Phosphite  
Tri-n-butyl Phosphate  
Triphenyl Phosphite  
Vinyl Acetate  
Vinyl Chloride  
Xylene



California Environmental Protection Agency  
Department of Toxic Substances Control

HAZARDOUS WASTE FACILITY PERMIT

Permit Number: 04-GLN-10

Facility Name:

Evergreen Oil, Inc.  
6880 Smith Avenue  
Newark, CA 94560

Owner Name:

Evergreen Oil, Inc.  
6880 Smith Avenue  
Newark, CA 94560

Operator Name:

Evergreen Oil, Inc.  
6880 Smith Avenue  
Newark, CA 94560

Facility EPA ID Number: CAD980887418

Effective Date of Permit: January 5, 2005

Expiration Date of Permit: January 5, 2015

Date Issued: December 1, 2004

Date Modified: October 13, 2005

Modification Number: MOD SC3-101305-A

Pursuant to title 22, California Code of Regulations, section 66270.42, the Hazardous Waste Facility Permit issued December 1, 2004, is hereby modified to address changes to the operation. Revised pages 3, 6, 27, 30, 31, 32, 33, 34, 35, 36, 37, 38, 41, 44, 47, 50, 53, 58, 60, 61, Appendix A and B, labeled as "Revised October 13, 2005" are hereby incorporated into the approved permit, replacing the original pages. The revised permit consists of 65 pages including attachments. Appendix A consists of 1 page and Appendix B consists of 2 pages.

Jose Kou, Chief  
Southern California Permitting and Corrective  
Action Branch  
Department of Toxic Substances Control

Date: 10/13/05

## WASTE CODES ACCEPTED BY EVERGREEN OIL, INC.

| Wastestream  | State Waste Codes  | RCRA Waste Codes   |
|--|--|--|
| Used Oil   | 221, 612   | NONE   |
| Contaminated Petroleum Products, Non-RCRA Oily Waste, Non-RCRA Wastewaters | 132, 133, 134, 135, 221, 222, 223, 241, 331, 612   | NONE   |
| Oil/Water Mixtures   | 132, 133, 134, 135, 221, 222, 223, 241   | NONE   |
| Waste Oil Contaminated with Solvents, RCRA Wastes, and PCBs (<49 ppm)      | 133, 212, 213, 214, 221, 222, 223, 252, 261, 331, 342, 343, 612  | D001, D004, D005, D006, D007, D008, D010, D011, D018, D019, D021, D022, D027, D028, D029, D030, D035, D036, D039, D040, F001, F002, F003, F004, F005, K048, K049, K050, K050, K051, K052, U002, U003, U019, U031, U044, U056, U057, U070, U071, U072, U080, U112, U154, U159, U165, U188, U196, U211, U220, U228, U239   |
| Waste Antifreeze   | 133, 134   | NONE   |
| Drummed/Containerized Waste  | 121, 122, 123, 132, 133, 134, 135, 141, 171, 172, 181, 212, 213, 214, 221, 222, 223, 231, 241, 251, 252, 261, 272, 281, 291, 331, 341, 342, 343, 351, 352, 451, 461, 491, 511, 512, 513, 551, 611, 612, 721, 722, 723, 724, 725, 726, 727, 728, 741, 751, 791, 792 | D001, D002, D003, D004, D005, D006, D007, D008, D009, D010, D011, D018, D019, D021, D022, D027, D028, D029, D030, D035, D036, D039, D040, F001, F002, F003, F004, F005, F006, F037, F038, K048, K049, K050, K051, K052, K157, P011, P012, P022, P029, P068, P098, P105, P106, P120, U001, U002, U003, U007, U012, U019, U021, U031, U034, U043, U044, U052, U056, U057, U070, U071, U072, U080, U105, U106, U112, U117, U122, U134, U151, U154, U159, U165, U183, U188, U196, U201, U211, U218, U219, U220, U228, U239, U404 |
| RCRA Wastewaters   | 132, 133, 134, 135, 141, 214, 221, 222, 223, 241, 343, 551, 721, 722, 723, 724, 725, 726, 727, 728, 741, 751   | D004, D005, D006, D007, D008, D009, D010, D011, D018, D019, D021, D022, D027, D028, D029, D030, D035, D036, D039, D040, F001, F002, F003, F004, F005, F037, F038, K048, K050, K051, K157   |

## **6.7 Treatment/Storage/Disposal Facility Selection Procedure**

## **TSDf SELECTION PROCEDURE**

Evergreen realizes the importance of TSDf selection when it comes to the protection from future liabilities to the generator/customer. Evergreen is a fully permitted Part B facility and is capable of managing all the waste streams generated by the Santa Cruz Metropolitan Transit District under this RFP. We have a strong compliance record at the Newark facility, and will insure that the waste received is managed in the strictest manner in compliance with all Federal, State and local regulations.



## **6.8 Regulatory Compliance Record**

## REGULATORY COMPLIANCE

Evergreen has an experienced regulatory affairs staff that can assist industry in maintaining compliance with hazardous waste monitoring, treatment, disposal, and transportation requirements. Our regulatory staff scientists and engineers represent all disciplines necessary to provide complete services -- chemical, physical, earth, and natural sciences, as well as environmental and geotechnical engineering. Evergreen professionals are versed with respect to federal environmental and hazardous materials laws including SARA, CERCLA, TSCA, RCRA, CWA, as well as State and local legislation. In addition, Evergreen regulatory affairs professionals have considerable experience dealing with Federal, State, and local regulatory agencies including the EPA, Department of Health Services, Regional Water Quality Control Board (RWQCB), the Air Quality Management District (AQMD), and numerous local agencies such as the city and county Health Services, city and county Public Works, and city and county Fire Departments.

Evergreen professional staff keep up to date on the latest changes and additions to rules and regulations for handling hazardous materials and remediation approaches. For its staff, Evergreen supports continuing professional development and attendance at technical and professional association conferences. Evergreen professional staff maintain a high level of capability to act as consultants for a wide variety of environmental concerns.

Evergreen regulatory experts have a solid working knowledge of Federal UST laws and local LUFT (Leaking Underground Fuel Tank) regulations. Groundwater contamination can result from leakage of storage tanks containing hazardous substances, migration through the soil of hazardous substances that have spilled or have been intentionally dumped, poor industrial housekeeping, and injection of hazardous substances through a well system or other sources. In most cases, groundwater decontamination projects require a wide array of technical disciplines and services, such as those provided by Evergreen staff.

Evergreen offers a variety of Health & Safety training programs to prepare workers for emergency response situations and the cleanup of hazardous materials. Our Health & Safety program is an aggressive, multi-faceted plan designed both to identify healthy individuals and to maintain this health throughout their work history. This is accomplished via pre-employment physicals, continuous training programs, extensive medical surveillance, personal and site air monitoring, and an accident loss control plan. Evergreen provides employees with a 40-hour training program that fully meets the OSHA requirements of 29 CFR 1910.120. All courses are offered at most Evergreen facilities throughout the United States, but arrangements can be made to teach classes on-site at a customer's facility.

Evergreen also has developed standards to review all utilized treatment, storage and disposal facilities (TSDF) throughout United States. This process allows Evergreen to determine each facilities capabilities to meet our client's needs, and properly identify potential liabilities.

## 5 Year Compliance History

### Evergreen Oil, Inc.

6880 Smith Ave.

Newark, CA 94560

EPA ID# CAD980887418

### Bay Area Air Quality Management District (BAAQMD)

#### Year 2008

Violation No. A49078 – 03/03/08, Public nuisance from odor release from thermal oxidizer.

Violation No. A49079 – 03/05 and 03/06/08, Public nuisance from odor release from hot oil heater and flue gas scrubber.

Action – Violations settled with a \$3,000 penalty.

#### Year 2007

05/22/2007, Public nuisance from odor release when thermal oxidizer malfunctioned.

Action – Violation settled with a penalty of \$1,000.

#### Year 2006

Violation No. 10999 – 10/24/06, Public nuisance from confirmed odor complaints

Violation No. 11000 – 11/28/06, Public nuisance from odor release during tank cleaning

Action - Violations settled with a penalty of \$1,000 for each violation.

#### Year 2004

Violation No. 10988, 4/16/04 – Openings in fixed roof cover of wastewater separator.

Violation No. 10987, 4/4/04 – Odor Incident.

Violations for 2003 and 2004 settled with BAAQMD with penalties of \$4,000 assessed.

#### Year 2003

Violation No. 10986, 10/28/03 – Odor Incident.

Violation No. 11060, 9/18/03 – Failure to monitor thermal oxidizer temperature and maintain records.

Violation No. 10980, 3/31/03 – Odor Incident.

## Department of Toxic Substances Control (DTSC)

### **Year 2008**

#### Inspection – June 25, 26 and July 21, 2008

Violation – Failure to operate secondary containment sumps to prevent migration of waste out of the system.

Violation – Failure to follow Waste Analysis Plan.

Action – Both violations are being contested.

### **Year 2007**

#### Inspection – June 13, 14, 27, and 28, 2007

Violation – Failure to obtain signature of transporter prior to shipment when shipping waste by railcar.

Action – Violation settled with a penalty of \$8,000, Consent Order HWCA 2007 1497.

### **Year 2006**

#### Inspection – June 27, 28 and July 19, 2006

Violation – Failure to make observations and date of nature of any repairs in its inspection log.

Action – Facility inspectors were re-trained on proper methods of completing inspection log.

Violation – Failure to keep closed containers of hazardous waste.

Action – Containers in questions were for capturing leaks from pumps. Open top containers were replaced with closed top containers.

Violation – Failure to label containers used for accumulation of hazardous waste with hazardous waste labels.

Actions – Containers in question were labeled with hazardous waste labels.

All violations corrected with no penalties assessed.

### **Year 2005**

#### Inspection – June 21, 22, and July 12

Violation – Failure to maintain unloading area secondary containment free of cracks and gaps.

Action – All cracks and gaps in the loading area have been repaired.

Violation – Failure to track in operating log sludge received at the facility.

Action – A sludge transfer log was created.

Violation – Failure to record in its inspection log a notation of observations made regarding cracks and gaps in the unloading area.

Action – All facility inspectors were trained in accordance with the SOP for conducting facility inspections.

Violation – Conducted truck to truck transfer activities without providing adequate secondary containment.

Action – Secondary containment for unloading area was expanded.

Action – Violations were corrected.

#### **Year 2004**

##### Inspection - June 2, 3, and 9

Violation – Failure to install “Hazardous Waste Area” sign at each entrance and exit.

Violation – Failure to maintain secondary containment for above ground piping free of cracks.

Action – Violations were corrected during inspections.

#### **City of Newark/Newark Fire Department Inspections**

2005 Annual Inspection – All items were corrected. No penalties were assessed.

2003 Annual Inspection - All items were corrected. No penalties were issued.

#### **Union Sanitary District**

2005 – Violation – Discharge concentration exceeded federal and daily maximum and monthly average limit for lead. Discharge concentration exceeded local limit for zinc.

Situation corrected, Administrative penalty of \$1,400 assessed.

2003 – Violation: Failure to immediately report upset, bypass, and/or problem with the pretreatment system.

Situation corrected, no penalties assessed.

2003 – Violation, phenol concentration.

Situation corrected, no penalties assessed.

#### **Cal/OSHA**

##### Inspection Dates: 02/13/2007 – 03/30/2007

Evergreen received a series of 19 citations including failure to conduct introductory employee training in a timely manner, written respiratory program did not contain all of the requirements, failure to provide PLHCP with required respiratory information, failure to have rescue personnel on-site during confined space entry, failure to have a lockout/tagout written program for pneumatic hazards, failure to train employees on lockout/tagout procedures, and failure to train laboratory personnel on proper fume hood use.

All citations were settled with Cal/OSHA and a penalty of \$5,095 was assessed.

## **6.12 Exceptions to the Agreement**

## **RFP EXCEPTIONS**

Attachment A

Item 001; EOI requests a charge for transportation of \$75.00 per hour portal to portal.

Item 006; EOI suggests to the client that the two waste streams remain separate in order to reduce your disposal costs. We have provided a cost for each.



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager  
Robert Cotter, Manager of Maintenance

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING  
HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES TO  
BATTERIES USA, INC. FOR AN AMOUNT NOT TO EXCEED \$50,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into a two-year, firm fixed-price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to RTCC Contract No. MSE-2009-009 for an amount not to exceed \$50,000.**

## II. SUMMARY OF ISSUES

- At the August 15, 1997 board meeting, the Board of Directors authorized METRO'S participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released an invitation for bid for heavy-duty coach and automotive batteries on December 1, 2008. San Joaquin Regional Transit District was the lead agency for this RTCC procurement. METRO is a participating agency in this bid.
- Bids were received and opened on January 5, 2009.
- Bids were evaluated with a recommendation that a contract be awarded to Batteries USA, Inc. as the lowest responsive bidder.
- On March 1, 2009, RTCC Contract No. MSE-2009-009 was awarded to Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.
- Staff recommends that the Board of Directors authorize the General Manager to enter into a two-year, firm fixed price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to RTCC Contract No. MSE-2009-009 for an amount not to exceed \$50,000.

## III. DISCUSSION

At the August 15, 1997 board meeting, the Board of Directors authorized METRO'S participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase

5-16.1

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

The RTCC Procurement Committee released an invitation for bid for heavy-duty coach and automotive batteries on December 1, 2008. San Joaquin Regional Transit District was the lead agency for this RTCC procurement. METRO is a participating agency in this bid. Bids were received and opened on January 5, 2009. Bids were evaluated with a recommendation that a contract be awarded to Batteries USA, Inc. as the lowest responsive bidder. On March 1, 2009, RTCC Contract No. MSE-2009-009 was awarded to Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.

Staff recommends that the Board of Directors authorize the General Manager to enter into a two year firm fixed-price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to RTCC Contract No. MSE-2009-009 for an amount not to exceed \$50,000.

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

Funding for the procurement of heavy-duty coach and automotive batteries is contained within the Fleet Maintenance operating budget. Annual estimated budget for coach and automotive batteries is \$25,000.

#### **V. ATTACHMENTS**

**Attachment A:** Contract with Batteries USA, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

5-16.2

## CONTRACT FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES RTCC Contract No. MSE-2009-009

THIS CONTRACT is made effective on May 1, 2009, between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and BATTERIES USA, INC., ("Contractor").

### 1. RECITALS

#### 1.01 METRO's Primary Objective

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

#### 1.02 METRO's Need for Heavy Duty Coach And Automotive Batteries

METRO requires the purchase of heavy-duty coach and automotive batteries to be used for standard purposes. In order to obtain said goods, METRO entered into a covenant with the Regional Transit Coordinating Council (RTCC), on December 1, 2008, to obtain said goods for a period of two (2) years. This agreement, MSE-2009-009, is attached hereto and incorporated herein by reference as Exhibit A.

#### 1.03 Contractor's Bid Form

Contractor is a supplier of goods desired by METRO and whose principal place of business is 1 Industrial Street, San Francisco, California. Contractor was chosen as the lowest responsive, responsible bidder by San Joaquin Regional Transit District, in a fair and open bid. The results of said Bid are attached hereto and incorporated herein by reference as Exhibit B. A copy of Contractor's Bid Form is attached hereto and incorporated herein by reference as Exhibit C.

#### 1.04 Selection of Contractor and Intent of Contract

On March 1, 2009, San Joaquin Regional Transit District, the lead procuring agency for this Bid, selected Contractor as the lowest responsive, responsible bidder to provide said goods. The purpose of this Contract is to set forth the provisions of this procurement.

#### 1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.01 Documents Incorporated in This Contract

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

a) Exhibit A - RTCC's Governing Contract.

b) Exhibit B - Bid Abstract

c) Exhibit C – Contractor’s Bid Form

d) Exhibit D- Invitation for Bid, Contract No. MSE-2008-02-RTCC including addenda numbers 1, 2 and 3, correspondence dated January 22, 2009, correspondence dated January 27, 2009, and correspondence dated February 4, 2009.

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall provide materials under this Contract at such times as deemed necessary by the District.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force through February 28, 2011.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor for materials received as identified in the Bid Form, Exhibit C. Upon satisfactory delivery of materials under the terms and provisions of this Contract, METRO agrees to pay Contractor within thirty-five (35) days thereof. Contractor understands and agrees that if he/she exceeds the scheduled amounts payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices referencing METRO supplied Purchase Order number.

Invoice records shall be kept up-to-date at all times and shall be available for inspection by METRO(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 METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. METRO shall pay no expenses 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.

METRO

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

Attention: Lloyd Longnecker  
Purchasing Agent

CONTRACTOR

Batteries USA, Inc.  
1 Industrial Street  
San Francisco CA 94124

Attention: Said Senan  
President

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 \_\_\_\_\_

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie White  
General Manager

CONTRACTOR: BATTERIES USA, INC.

By \_\_\_\_\_  
Said Senan  
President

Approved as to Form:

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

# EXHIBIT - A

**CONTRACT  
FOR  
PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES  
Solicitation No. MSE-2008-02-RTCC  
Contract No. MSE-2009-009**

THIS AGREEMENT made and entered into this 1st day of March, 2009, at Stockton, California, by and between the SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a body corporate and politic, created and existing under and pursuant to the laws of the State of California, hereinafter referred to as "RTD" and BATTERIES USA, INC., hereinafter referred to as "Contractor."

WITNESSES THAT:

WHEREAS, Contractor was the successful Bidder on the Project of RTD hereinafter described and has furnished the required Bonds, if any, to RTD in the form required by those certain Contract Documents entitled, "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", Solicitation No. MSE-2008-02-RTCC, dated December 1, 2008; and,

WHEREAS, the Contract for said Project was awarded to Contractor by the General Manager/CEO on February 10, 2009.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties thereto as follows:

**4.1 CONTRACT DOCUMENTS:**

4.1.1 Complete Contract: The complete Contract between the parties shall consist of the following component parts, to-wit: This instrument; the NOTICE INVITING BIDS; the addenda, if any; the accepted Bid Form, including all required attached documents; the required bond(s) fully executed; and each of the component parts of the "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", Solicitation No. MSE-2008-02-RTCC dated December 1, 2008.

This instrument and the other documents mentioned above in this Section 4.1 constitute the complete Contract between the parties and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

4.1.2 Order of Preference: In the event of any discrepancy between or among the portions of the Contract Documents, the following shall take precedence: (a) Change Orders; (b) Contract; (c) Addenda; (d) Special Provisions/Technical Specifications; (e) Instructions; (f) Specifications.

4.1.3 In no event may Contractor's final plans and specifications relieve any requirement contained in other portions of the Contract Documents, unless RTD has expressly agreed to waive the contract requirement in writing. This

provision shall apply even when the Contractor's final plans and specifications are incorporated within the Contract Documents by a Change Order.

4.2 COMPLETION OF CONTRACT:

The term of the contract shall be for two (2) years from the date of the contract, with an option for a third year. The option shall be deemed automatically exercised unless RTD gives Contractor at least thirty (30) days advance written notice of its intention not to exercise the option period.

4.3 CONTRACT PRICE:

The contract price shall not exceed \$30,000.00 per year for each of the three years of the contract. If the prices of the batteries are adjusted as hereinafter provided, then and in that event this maximum price may also be adjusted by RTD.

The prices to be paid for the batteries during Year 1 of the contract are set forth in Exhibit A, attached hereto and incorporated herein. The Contractor shall invoice RTD for the batteries purchased, including applicable sales tax, in accordance with the Contract Documents and Specifications.

The Contractor may request, in writing, a Price Adjustment thirty (30) days prior to the commencement of the second 12-month period and thirty (30) days prior to the commencement of the option period. The amount of any adjustment in the prices of the batteries shall be determined in accordance with section 5.18 of the CDS, and shall thereafter be reduced to writing and signed by the parties.

If Contractor does not request any Price Adjustment within said time periods, the price shall remain the same as the previous 12-month period.

4.4 WAIVERS:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract or a waiver of the same condition at a future time.

4.5 INSURANCE:

The Contractor shall obtain and maintain a standard commercial general liability policy providing bodily injury and property damage insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) per each occurrence and in the aggregate, insuring against any and all liability of the Contractor. The Contractor shall provide RTD with a certificate of insurance, naming RTD as an additional insured, which shall provide that the insurance may not be canceled or the coverage reduced without providing RTD a minimum of thirty (30) days prior written notice of such cancellation or reduction of coverage.

The Contractor shall also provide RTD with evidence of the fact that its employees are covered by workers' compensation insurance.

4.6 TIME IS OF THE ESSENCE:

Time is of the essence on this Contract.

4.7 HOLD HARMLESS PROVISION:

Contractor agrees to defend, indemnify and hold harmless RTD from any and all third party claims, losses, suits, demands and liens including attorneys' fees and costs, brought against RTD, its officers or employees, for bodily injury, damage to property and/or death to persons resulting directly and proximately from the negligent or wrongful performance of services under this Agreement. Contractor shall defend or settle, at its own expense, any action or suit against RTD for which it is responsible hereunder. As a condition to any indemnity hereunder, RTD shall notify Contractor promptly of any claim for which it is responsible hereunder.

4.8 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

- (1) 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.
- (2) 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.
- (3) 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.

4.9 DISPUTE RESOLUTION:

- (1) Dispute: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTD. This decision shall be final and conclusive



unless within ten (10) days from the date of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to RTD's General Manager/CEO. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager/CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (2) Performance During Dispute: Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims For Damages: Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (4) Remedies: Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RTD and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration, if the parties mutually agree, otherwise in a court of competent jurisdiction within the County of San Joaquin, State of California.
- (5) Rights and Remedies: The duties and obligations imposed by the Contract Documents and Specifications and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTD, or its representatives, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 4.10 RESPONSIBILITY:

The contractor will be responsible for the work performed under the terms of this contract to the extent provided by law. The Contractor agrees not to disclose information identified by RTD as proprietary to third parties, unless approved in advance by RTD or required by law.

RTD shall not be held liable or responsible for the maintenance and/or safety of the Contractor's equipment or supplies placed upon RTD's property in accordance with this Agreement. The Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

IN WITNESS WHEREOF, the parties have executed these presents in several counterparts as of the day and year first above written.

RTD:  
Dated: 3.24.09

CONTRACTOR:  
Dated: 3/9/09

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

BATTERIES, USA, INC.

By: *Donna DeMartino*  
DONNA DeMARTINO  
General Manager/CEO

By: *Saed Senan*  
SAED SENAN  
President

Address, Telephone and Fax Numbers:  
421 East Weber Avenue-2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, CA 95201  
Telephone No.: (209) 948-0645  
Fax No.: (209) 948-3366

Address, Telephone, and Fax Numbers:  
One Industrial Street  
San Francisco, CA 94124  
Telephone No.: (415) 647-5575  
Fax No.: (415) 550-8226  
Email Address: \_\_\_\_\_

FID No. 94-3159862

APPROVED  
*Sharon Neel*  
SHARON NEEL  
Procurement Manager - Contracts

APPROVED AS TO FORM:  
*Al Warren Hoslett*  
AL WARREN HOSLETT  
Attorney for RTD

## EXHIBIT A

| Price Table |              |              |                        |                    |               |                            |                   |   |  |
|-------------|--------------|--------------|------------------------|--------------------|---------------|----------------------------|-------------------|---|--|
| Column No.  | 1            | 2            | 3                      | 4                  | 5             | 6                          | 7                 | 8   | 10   |
| Group No    | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees | Core Charge Exchange Basis | Price Per Battery | Price Per Battery W/Terminal No Core exchange on Delivery | Price per Battery w/Terminal and Core Exchange on Delivery |
| 1           | 908D         | DEKA         | DEKA                   | n/a                | \$33.00       | \$1.00                     | \$80.00           | \$114.00  | \$113.00   |
| 2           | 708D         | DEKA         | DEKA                   | n/a                | \$33.00       | \$1.00                     | \$56.00           | \$90.00   | \$89.00  |
| 3           | DP31CS       | DEKA         | DEKA                   | n/a                | \$18.00       | \$1.00                     | \$46.00           | \$65.00   | \$64.00  |
| 4           | deleted      | deleted      | deleted                | deleted            | deleted       | deleted                    | deleted           | deleted   | deleted  |
| 5           | 65           | DEKA         | DEKA                   | n/a                | \$19.00       | \$1.00                     | \$40.00           | \$60.00   | \$59.00  |

With Applicable California Sales Tax

# EXHIBIT - B



Procurement and Contract Services

## San Joaquin Regional Transit District BID ABSTRACT

**BID OPENING FOR PROJECT TITLED: Heavy Duty Coach And Automotive Batteries**  
**BID DOCUMENT No.:IFB – MSE-2008-02-RTCC,**  
**DATE/TIME: January 5, 2009 x 2:00 p.m.**  
**PROJECT MANAGER: Brad Menil**  
**CONTRACT ADMINISTRATOR: Ted Lino**

| BID FORM | Bidders →                                 | 1)<br>Batteries<br>USA | 2)<br>Cell<br>Energy | 3<br>Innertate<br>Batteries | 4) | 5) |
|----------|---|------------------------|----------------------|-----------------------------|----|----|
|          | Addendum No. 1-12/08/08                   | ✓                      | ✓                    | ✓                           |    |    |
|          | Addendum No. 2-12/11/08                   | ✓                      | ✓                    | ✓                           |    |    |
|          | Addendum No. 3-12/17/08                   | ✓                      | ✓                    | ✓                           |    |    |
| A        | Bid Pricing Form                          | ✓                      | ✓                    | ✓                           |    |    |
| B        | Intentionally Omitted                     | —                      | —                    | —                           |    |    |
| C        | Noncollusion Affidavit                    | ✓                      | ✓                    | ✓                           |    |    |
| D        | Ineligible Bidder Certificate             | ✓                      | N/A                  | ✓                           |    |    |
| E        | Bidder's Detailed Specification           | ✓                      | ✓                    | ✓                           |    |    |
| F        | Statement of Technical Services           | ✓                      | N/A                  | ✓                           |    |    |
| G        | Intentionally Omitted                     | —                      | —                    | —                           |    |    |
| H        | DBE Form                                  | ✓                      | N/A                  | ✓                           |    |    |
| I        | DBE Form Description of Selection Process | ✓                      | N/A                  | ✓                           |    |    |
| J        | Statement of Warranty                     | ✓                      | ✓                    | ✓                           |    |    |
| K        | Intentionally Omitted                     | —                      | —                    | —                           |    |    |
| L        | Confidential Statement of Qualification   | ✓                      | ✓                    | ✓                           |    |    |
| M        | Request for Approved Equals               | ✓                      | N/A                  | ✓                           |    |    |
|          | <b>TOTAL BID PRICE</b>                    | \$<br>96,406.00        | \$<br>122,732.64     | \$<br>119,946.16            | \$ | \$ |

- **Manufacturer's Published List Price must be submitted with bid.**  
**Bid Form complete.**  
**Quotation Form Complete.**

Apparent Low Bidder: Batteries USA

Bids Opened/Read by: Ted Lino

Bids Checked by: Jennifer Uy

RTD Witness: Brad Menil / Sid Plummer

Engineer's Estimate: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**BATTERIES USA, INC.**

| <b>Column</b>         |              |              |                        |                    |                           |                   |                    |
|-----------------------|--------------|--------------|------------------------|--------------------|---------------------------|-------------------|--------------------|
| <b>No.</b>            | <b>1</b>     | <b>2</b>     | <b>3</b>               | <b>4</b>           | <b>5</b>                  | <b>6</b>          | <b>7</b>           |
| Group No              | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees Core Charge | Price Per Battery | Total              |
| 1                     | 908 D        | DEKA         | DEKA                   | 315                | \$34.00                   | \$114.00          | \$35,910.00        |
| 2                     | 708 D        | DEKA         | DEKA                   | 235                | \$34.00                   | \$90.00           | \$21,150.00        |
| 3                     | DP31CS       | DEKA         | DP31CS                 | 477                | \$19.00                   | \$65.00           | \$31,005.00        |
| 4                     | deleted      | deleted      | deleted                | deleted            | deleted                   | deleted           | deleted            |
| 5                     | 65           | DEKA         | 665 MF                 | 20                 | \$20.00                   | \$60.00           | \$ 1,200.00        |
| <b>Total</b>          |              |              |                        |                    |                           |                   | \$89,265.00        |
| California Sales Tax* |              |              |                        |                    |                           |                   | \$ 7,141.20        |
| <b>Grand Total</b>    |              |              |                        |                    |                           |                   | <u>\$96,406.20</u> |

**INTERSTATE BATTERIES**

| <b>Column</b>         |              |              |                        |                    |                           |                   |                     |
|-----------------------|--------------|--------------|------------------------|--------------------|---------------------------|-------------------|---------------------|
| <b>No.</b>            | <b>1</b>     | <b>2</b>     | <b>3</b>               | <b>4</b>           | <b>5</b>                  | <b>6</b>          | <b>7</b>            |
| Group No              | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees Core Charge | Price Per Battery | Total               |
| 1                     | 8D           | JCI/US       | 8DMHD                  | 315                | \$24.00                   | \$134.00          | \$42,210.00         |
| 2                     | 8D           | JCI/US       | 8DXHD                  | 235                | \$24.00                   | \$129.00          | \$30,315.00         |
| 3                     | 31           | JCI          | 31ECI                  | 477                | \$10.00                   | \$79.00           | \$37,683.00         |
| 4                     | deleted      | deleted      | deleted                | deleted            | deleted                   | deleted           | deleted             |
| 5                     | 65           | JCI          | MTP65                  | 20                 | \$                        | \$75.00           | \$ 1,500.00         |
| <b>Total</b>          |              |              |                        |                    |                           |                   | \$111,708.00        |
| California Sales Tax* |              |              |                        |                    |                           |                   | \$ 8,936.64         |
| <b>Grand Total</b>    |              |              |                        |                    |                           |                   | <u>\$120,664.64</u> |

**CELL ENERGY, INC.**

| <b>Column</b>         |              |              |                        |                    |                           |                   |                     |
|-----------------------|--------------|--------------|------------------------|--------------------|---------------------------|-------------------|---------------------|
| <b>No.</b>            | <b>1</b>     | <b>2</b>     | <b>3</b>               | <b>4</b>           | <b>5</b>                  | <b>6</b>          | <b>7</b>            |
| Group No              | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees Core Charge | Price Per Battery | Total               |
| 1                     | 8D           | DEKA         | 908D                   | 315                | \$0.00                    | \$144.00          | \$45,360.00         |
| 2                     | 8D           | DEKA         | 708D                   | 235                | \$0.00                    | \$119.00          | \$27,965.00         |
| 3                     | 31           | DEKA         | DP31CS                 | 477                | \$0.00                    | \$ 83.00          | \$39,591.00         |
| 4                     | deleted      | deleted      | deleted                | deleted            | deleted                   | deleted           | deleted             |
| 5                     | 65           | DEKA         | 665MF                  | 20                 | \$0.00                    | \$ 76.00          | \$ 1,520.00         |
| <b>Total</b>          |              |              |                        |                    |                           |                   | \$114,436.00        |
| California Sales Tax* |              |              |                        |                    |                           |                   | \$ 9,154.88         |
| <b>Grand Total</b>    |              |              |                        |                    |                           |                   | <u>\$123,590.88</u> |

# EXHIBIT - C

## A. BID FORM

TO: SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
 421 East Weber Avenue  
 PO Box 201010  
 Stockton, CA 95201

ATTENTION: General Manager/CEO

Ladies and Gentlemen:

Pursuant to and in compliance with your NOTICE INVITING BIDS, dated December 1, 2008, the undersigned, being familiar with the "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", MSE-2008-02-RTCC dated December 1, 2008, and addenda, if any, thereto, hereby proposes to furnish any and all required labor, material, transportation, equipment, services and taxes necessary to comply with the requirements of said Contract Documents and Specifications and in conformity with said NOTICE INVITING BIDS and with said CONTRACT DOCUMENTS AND SPECIFICATIONS, for the following sum, to-wit:

| Column No.   | 1            | 2            | 3                      | 4                  | 5                           | 6                 | 7               |
|--|--------------|--------------|------------------------|--------------------|-----------------------------|-------------------|-----------------|
| Group No   | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees + Core Charge | Price Per Battery | Total           |
| 1  | 908D         | Deka         | Deka                   | 315                | \$ 34.00                    | \$ 114.00         | \$ 35910.00     |
| 2  | 708D         | Deka         | Deka                   | 235                | \$ 34.00                    | \$ 90.00          | \$ 21150.00     |
| 3  | PP31CS       | Deka         | DP31CS                 | 477                | \$ 19.00                    | \$ 85.00          | \$ 31005.00     |
| 4  | deleted      | deleted      | deleted                | deleted            | deleted                     | deleted           | deleted         |
| 5  | 65           | Deka         | 665MF                  | 20                 | \$ 20                       | \$ 80.00          | \$ 1200.00      |
| <b>Total</b>   |              |              |                        |                    |                             | Total             | \$ 89265.00     |
| California Sales Tax*  |              |              |                        |                    |                             | Sales Tax         | \$ 7141.00      |
| <b>Grand Total</b>   |              |              |                        |                    |                             | Grand Total       | \$ 96406.00     |
| * San Joaquin County Sales Tax is currently 8%. Each County Sales Tax may vary from this amount. For estimating purposes, 8% Sales Tax will be used. |              |              |                        |                    |                             | Discount 5%       | <del>4820</del> |
| Column 4 times Column 6, equals Column 7 Product Bid Price   |              |              |                        |                    |                             | Net Net           | Net \$ 91586.00 |

Bidders must break down its bid price, on the tables at the end of this Bid Form to be deemed responsive. Whenever brand, manufacturer or product names are indicated in these specifications, they are included only for the purpose of establishing identification and general description of the item. Whenever such names appear, the term or Approved Equal is considered to follow. See Section 2.13 for additional information.

- In submitting this bid, Bidder understands the right is reserved by RTD to reject any and all Bids, to accept that Bid which best corresponds to RTD requirements in quality, fitness and capacity, and to waive any informality in any Bid received.

2. If written notice of the acceptance of this Bid is mailed, telegraphed, telephoned or delivered to the undersigned within one hundred twenty (120) days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form with fifteen (15) days after the form of Contract is presented for execution.
3. ATTACHED DOCUMENTS: The undersigned has attached to this Bid all documents and information required by the Contract Documents and Specifications, including specifically those items listed on Part III, Required Bid Documents.
4. The undersigned Bidder hereby represents and warrants as follows:
  - a. That neither the General Manager/CEO, nor any Director, officer, or employee of RTD is in any manner interested, directly or indirectly, in the bid or in the Contract which may be made under it, or any expected profits to arise therefrom.
  - b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
  - c. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
5. The undersigned hereby acknowledges receipt of the following addenda, which have been issued by RTD in connection with this Project:
 

|  |                               |
|--|-------------------------------|
| Addendum No. <u>1</u> Date <u>12/08/2008</u> | Addendum No. _____ Date _____ |
| Addendum No. <u>2</u> Date <u>12/11/2008</u> | Addendum No. _____ Date _____ |
| Addendum No. <u>3</u> Date <u>12/17/2008</u> | Addendum No. _____ Date _____ |
6. The undersigned has checked carefully all of the above figures and understands that the San Joaquin Regional Transit District will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
7. The undersigned acknowledges that any interlineations, alterations or changes in this Bid Form or in any of the terms and provisions of the Contract Documents and Specifications may cause this Bid to be rejected as being non-responsive.

WITH RESPECT TO THE REPRESENTATIONS SET FORTH IN THIS BID, THE UNDERSIGNED DECLARES AND STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: 1/2/09

NAME OF BIDDER: Batteries U.S.A INC

SIGNATURE: 

 4 

NAME/TITLE (Print): SAID SENAN, President  
ADDRESS: one Industrial Street  
CITY, STATE, ZIP CODE: San Francisco, CA, 94124  
TELEPHONE NO.: 415 647 5575  
FAX NO.: 415 550 8226  
EMAIL: Batteries u.s.A@ hotmail.com

If Bidder is:

1. An individual using a firm name, sign: Example, "John Doe, individually and doing business as Blank Co."
2. An individual doing business under his own name, sign his own name only.
3. A co-partnership, sign: Example, "John Doe and Richard Coe, Co-partners doing business as Blank Co."
4. A corporation, sign: Example, "Blank Co. by John Doe, secretary (or other title)" and affix seal of corporation.



**Price Quotation Sheet**

San Joaquin Regional Transit District (RTD) and participating RTCC agencies will be purchasing **new heavy-duty coach and automotive batteries**. Quantities are based on the RTD's prior annual purchase history. Approximate quantities are listed below, RTD and participating RTCC agencies do not guarantee any specific quantities. Bidders are required to complete and sign all required forms. **Bidders shall submit the manufacturer's published price list for year one with the bid to be considered responsive. Contractor shall submit manufacturer's published list price for YEAR TWO and YEAR THREE thirty (30) days prior to the end of the first and second year of Contract. Bidders shall apply the same margin of profit used in Year ONE to years TWO and THREE of the contract.**

| Estimated Yearly Usage | Group 1<br>Type D<br>High Cranking | Manufacturer      | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees             | Price Per Battery |
|------------------------|------------------------------------|-------------------|--------------|--------------------|-------------------|---------------------------|-------------------|
|                        |                                    |                   |              |                    |                   | Core Charge               |                   |
| 315                    | 908 D                              | East Penn<br>Deka | Deka         | 1400               | 430               | Prices \$34.00<br>\$34.00 | \$114.00          |

Warranty period: 12 Months      100% Full Replacement      Total Terminal Fees/Core charge: \$ 34 For Both Terminal and core  
 Payment Terms: 5 % net 30 days.      Discounts: 5 % net 30 days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
 This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.

The transit Authorities are one of our most preferred customers, we are offering over 55% Discount from our suggested retail prices

| Estimated Yearly Usage | Group 2<br>Type D<br>High Reserve Capacity | Manufacturer      | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees                         | Price Per Battery |
|------------------------|--|-------------------|--------------|--------------------|-------------------|---------------------------------------|-------------------|
|                        |  |                   |              |                    |                   | Core Charge                           |                   |
| 235                    | 708 D                                      | East Penn<br>Deka | Deka         | 1100               | 325               | Bath<br>\$34.00<br><del>\$30.00</del> | \$90.00           |

Warranty period: 12 Months      100% Full Replacement      Terminal Fees/Core charge: \$ 34 For Both Terminal and core  
 Payment Terms: 5 % net 30 days.      Discounts: 5 % net 30 days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
 This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.

We are offering over 50% Discount from our ~~retail~~ suggested retail prices.

*Handwritten signature/initials*

Both

| Estimated Yearly Usage | Group 3 Type 31 * | Manufacturer | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees Core Charge | Price Per Battery |
|------------------------|-------------------|--------------|--------------|--------------------|-------------------|---------------------------|-------------------|
| 477                    | DP31CS            | East Penn    | DEKA         | 700                | 180               | \$ 19.00                  | \$ 65.00          |

\*PPE31CS dual-purpose battery or "Approved Equal"

Warranty period: 12 Months 100% Full Replacement Terminal Fees/Core charge: \$ 19.00 65.00 For Both terminal and core

Payment Terms: 5 % net 30 days. Discounts: 5/100/100 % net 30 days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
 This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.

The transit Authorities are one of our most Preferred customers depending upon lead prices as of today and next year we are offering over 55% Discount from our suggested retail prices.

**\*GROUP 4 DELETED NOT REQUIRED\***

Both

| Estimated Yearly Usage | Group 5 Type 65 | Manufacturer | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees Core Charge | Price Per Battery |
|------------------------|-----------------|--------------|--------------|--------------------|-------------------|---------------------------|-------------------|
| 20                     | 665 MF          | East Penn    | Deka         | 880                | 150               | \$ 20.00                  | \$ 60.00          |

Warranty period: 36 Months 100% Full Replacement Terminal Fees/Core charge: \$ 20.00 60.00 For Both terminal and core

Payment Terms: 5 % net 30 days. Discounts: 5 % net 30 days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
 This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.

As above mentioned we are offering over 55% Discount from our suggested retail prices

*Handwritten signature/initials*



# BATTERIES USA, INC

ONE INDUSTRIAL STREET  
SAN FRANCISCO, CA 94124



Phone: (415) 647-5575 / 647-5261 Fax: (415) 550-8226

---

January 6, 2009

San Joaquin Regional Transit District  
Attn: Mr. Theodore Lino, Contracts Specialist  
421 East Weber Ave (PO Box 201010)  
Stockton, CA 95201

Dear Mr. Lino,

In response to your e-mail and fax, the following is our clarification about our prices that we submitted with our bid:

1. You have our prices with our bid.
2. **Group 908D/Deka** Quantity of 315 Price per Battery is a \$ 114.00 that is including the terminals and the cores on exchange bases. We will pick up all the cores as requested from each participating agency at no cost to San Joaquin Regional Transit District and any participating agency, which has been our business practice with all the Transit Authorities. A \$ 114.00 \* 315 total is \$ 35,910.00.
3. **Group 708D/Deka** Quantity of 235 Price per Battery is a \$ 90.00 that is including the terminals and the cores on exchange bases. We will pick up all the cores as requested from each participating agency at no cost to San Joaquin Regional Transit District and any participating agency, which has been our business practice with all the Transit Authorities. A \$ 90.00 \* 235 total is \$ 21,150.00.
4. **Group DP31CS/Deka** Quantity of 477 Price per Battery is a \$ 65.00 that is including the terminals and the cores on exchange bases. We will pick up all the cores as requested from each participating agency at no cost to San Joaquin Regional Transit District and any participating agency, which has been our business practice with all the Transit Authorities. A \$ 65.00 \* 477 total is \$ 31,005.00.
5. **Group 65/Deka** Quantity of 20 Price per Battery is a \$ 60.00 that is including the terminals and the cores on exchange bases. We will pick up all the cores as requested



# BATTERIES USA, INC

ONE INDUSTRIAL STREET  
SAN FRANCISCO, CA 94124



Phone: (415) 647-5575 / 647-5261 Fax: (415) 550-8226

---

from each participating agency at no cost to San Joaquin Regional Transit District and any participating agency, which has been our business practice with all the Transit Authorities. A \$ 60.00 \* 20 total is \$ 1,200.00.

6. The Gross Total is \$ 89,265.00, without sales taxes.
7. In our prices, we gave San Joaquin Regional Transit District additional 5% discount net 30 days.
8. \$ 89,265.00 \* 5% is \$ 4,463.25, your discount.
9. \$ 89,265.00 - \$ 4,463.25 is \$ 84,801.75.
10. For estimating purposes, 8% sales will be used \$ 84,801.75 \* 8% will be \$ 6,784.14.
11. The Total Price with sale taxes is \$ 91,586.00.
12. Finally, the above mentioned total is including the terminals and the cores.

Sincerely,

S. Senan

# EXHIBIT - D



CONTRACT DOCUMENT AND SPECIFICATIONS

FOR

**PURCHASE OF HEAVY DUTY COACH  
AND AUTOMOTIVE BATTERIES**

**Solicitation No. MSE-2008-02-RTCC**

DATED: December 1, 2008

SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
PO Box 201010  
STOCKTON, CALIFORNIA 95201  
[www.sanjoaquinrtd.com](http://www.sanjoaquinrtd.com)

APPROVED:

Donna DeMartino, General Manager/CEO

APPROVED: PROCUREMENT

Sharon Neel, Procurement Manager - Contracts

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## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids are invited by the San Joaquin Regional Transit District, a public transit district, herein referred to as RTD, acting on behalf of the Regional Transit Coordinating Council Procurement Committee (RTCC) for purchase of heavy-duty coach and automotive batteries, all in strict conformance with Contract Documents and Specifications therefore entitled, "Contract Documents and Specifications for "PURCHASE OF HEAVY-DUTY COACH AND AUTOMOTIVE BATTERIES", dated December 1, 2008, said Contract Documents and Specifications being on file in the offices of the San Joaquin Regional Transit District at 421 East Weber Avenue, Stockton, California 95202. Please Contact Ted Lino at (209) 948-5566 X 657 or tlino@sanjoaquinrtd.com.

**SPECIAL TERMS AND CONDITIONS:**

The following terms and conditions shall supplement RTD's General Conditions, Instructions and information to bidders.

The contract shall provide for the purchase and delivery of heavy-duty coach and automotive batteries to participating RTCC agencies, as specified in Part V, Technical Specifications of this Invitation For Bids.

**TERM OF CONTRACT:**

The Contract with each participating RTCC Agency shall be a firm, fixed price, indefinite quantity Contract for two (2) years, with an option for an additional year. The first twelve (12) month period will be at the same terms and conditions as provided in these specifications. The Contractor shall request Price Adjustment thirty (30) days prior to the commencement of the second 12-month period. If Contractor does not request any Price Adjustment for the next twelve (12) months period at least thirty (30) days before the commencement of the next contract period pursuant to Section 5.18, the price shall remain the same.

The Contractor shall also request a Price Adjustment for the option year. If Contractor does not request any Price Adjustment for the option period, thirty (30) days prior to the commencement of the option period, then the option period will automatically go into effect at the same price as the previous 12-month period.

If Contractor does not request a Price Adjustment for the option year, but the Participating RTCC Agency does not want to have the option year automatically exercised, then the Participating RTCC Agency will give Contractor at least thirty (30) days advance written notice of it's intention not to exercise the option period automatically. Participating RTCC Agency will give Contractor at least fifteen (15) days advance written notice if the Participating RTCC Agency intends to exercise the next option period.

The contract Bid prices shall be fixed firm for the term of the Contract. The Contract commencement date shall be fifteen (15) days after execution of the written Contract or

Purchase Order with each participating RTCC Agency. Notification of award shall be made to the successful bidder in writing by RTD for the San Joaquin Regional Transit District (RTD) **only.**

The rights and obligations offered in the Solicitation shall be offered equally to all participating RTCC Agencies. Except for those provisions relating to the initial award of Contract by RTD to the lowest responsive, responsible bidder, all references to RTD shall mean each participating RTCC Agency. Each participating RTCC Agency shall issue individual contracts or Purchase Orders that shall specify quantity and delivery requirements and shall make payments directly to the Contractor who agrees to look solely to such agency for compensation. Any termination or modification of contractual commitments, in whole or in part, with individual participating RTCC 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 RTCC Agencies.

The quantities listed are the estimated annual requirements based on current usage. RTD does not guarantee, either expressed or implied, to purchase these quantities, but the right is reserved to purchase any greater or lesser quantities. RTD also reserves the right to buy these or other products from other Contractors. Contractor shall be bound to the prices on the submitted Bid Form for the duration of the contract term.

Delivery of all items required within thirty (30) days of placement of orders. All heavy-duty coach and automotive batteries shall be delivered F.O.B. to the participating RTCC agencies.

Each bid must be contained in a sealed envelope and labeled "PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", MSE-2008-02- RTCC, **Attention: Procurement - Contracts**". The bid must be received at the offices of RTD, at or before 2:00 P. M. on January 5, 2009. At or about 2:05 P.M., on January 5, 2009, in the RTD Board Room, all bids duly received will be publicly opened and read aloud. The officer whose duty it is to open bids will decide when the specified time for opening of the bids has arrived.

A mandatory pre-bid conference will be held at 10:00 A. M. on Wednesday, December 10, 2008, at RTD's Board Room, at the address indicated above.

Copies of the Contract Documents and Specifications may be obtained at the Procurement – Contracts Department of RTD. Each bid shall be submitted on the form(s) prepared by RTD. No bid may be withdrawn for a period of one hundred twenty (120) days after bid opening.

It is the policy of the US Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall be encouraged to participate in the performance of contracts financed whole or in part with federal funds. As a condition of federal grant assistance, RTD has adopted a DBE program for RTD's federally funded contracts. No DBE goal has been established for this project. However, bidders shall ensure that DBEs have the opportunity to participate in the performance of this contract and shall take all necessary and reasonable steps to obtain DBE participation. The contractor shall not discriminate on the basis of race, color, national origin, sex, disability, or age in the award and performance of subcontracts.



The Contract to be entered into pursuant to this NOTICE INVITING BIDS may be subject to a financial assistance contract between RTD and the United States Department of Transportation. If this bid is subject to Federal financial assistance, and for any reason the Federal financial assistance is withdrawn, then and in such event RTD may withdraw this NOTICE INVITING BIDS and/or terminate any Contract entered into in accordance with these Contract Documents and Specifications.

The successful bidder, and each of his/her/its subcontractors, shall be required to comply with all local, state and federal laws and regulations.

All bidders are required to read and completely familiarize themselves with the terms and conditions of the Contract Documents and Specifications, and to submit all necessary paperwork as required of the bidder as specified in these Contract Documents and Specifications.

RTD reserves the right to postpone bid opening, accept or reject any and all bids and to waive any informality in any bid, all as RTD deems to be in its own best interests and subject to the rules and regulations issued by the Federal Transit Administration of the United States Department of Transportation.

DATED: December 1, 2008

San Joaquin Regional Transit District

By:  \_\_\_\_\_  
Sharon Neel, Procurement Manager - Contracts

## II

### INSTRUCTIONS

#### 2.1 DEFINITION OF TERMS:

Whenever in these Contract Documents and Specifications the following terms are used, the intent and meaning shall be interpreted as follows:

- 2.1.1 "Transit District", "District", "San Joaquin RTD" or "RTD" shall mean the San Joaquin Regional Transit District, a body corporate and politic, created pursuant to the San Joaquin Regional Transit District Act, as set forth in the California Public Utilities Code, commencing with Section 50,000.
- 2.1.2 "Board", "Board of Directors", "Director" or "Directors" shall mean the Board of Directors of the San Joaquin Regional Transit District or the members thereof.
- 2.1.3 "Secretary" shall mean the Secretary of the San Joaquin Regional Transit District.
- 2.1.4 "General Manager/CEO" shall mean the General Manager/CEO of the San Joaquin Regional Transit District or his duly authorized representative.
- 2.1.5 "Written Order" shall mean a written order signed by the General Manager/CEO of the San Joaquin Regional Transit District or his duly authorized representative.
- 2.1.6 "Project" shall mean all items described in the TECHNICAL SPECIFICATIONS of the Contract Documents and Specifications (CDS) and necessary for the full and complete performance of the contract hereunder, whether it is equipment, materials, supplies, labor or a combination thereof.
- 2.1.7 "FTA" shall mean the Federal Transit Administration of the Department of Transportation of the United States, whose address is 201 Mission Street, Room 2210, San Francisco, California 94105.
- 2.1.8 "Proposer", "Bidder" or "Offeror" shall mean the person or company presenting a bid or proposal to RTD.
- 2.1.9 "Proposal", "Bid" or "Offer" shall mean the written, visual or oral presentation received by RTD in response to the Notice Inviting Bids.
- 2.1.10 "Equipment" shall mean any and all materials, parts, supplies, etc., required to complete the Project described in this CDS.
- 2.1.11 As used in this document, the masculine, feminine or neuter gender and singular or plural number, shall each include the others whenever the context so indicates.
- 2.1.12 "Contractor" shall mean the person, organization or company to whom RTD has awarded the contract for completing the project.

2.1.13 "CDS" shall mean and refer to this "Contract Documents And Specifications For PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES" Solicitation No. MSE-2008-02-RTCC, dated December 1, 2008, and all component parts thereof.

2.1.14 "Participating RTCC Agencies" shall mean members of the Regional Transit Coordinating Council Procurement Committee (RTCC),  
Santa Cruz Metropolitan Transit District (SCMTD)  
Golden Gate Transit District (GGT)  
Central Contra Costa Transit Auth. (CCCTA)

## 2.2 INCURRED COST:

RTD will not reimburse the bidders for costs incurred in the preparation of their bids.

## 2.3 PRE-BID MEETING:

If a pre-bid conference will be held, the date, time and place thereof are given in the "Notice Inviting Bids" of these CDS.

The purpose of this pre-bid conference is to have RTD Staff available to answer questions about the project and/or to allow bidders the opportunity to visit RTD's facilities.

All interested bidders are encouraged to attend, although attendance at such conference is not mandatory and does not relieve bidders from formal requests for addenda to the Contract as discussed in the "Approved Equals" section of this document (see Section 2.13).

## 2.4 PROJECT START UP/TIME OF COMPLETION:

2.4.1 Time is of the essence for this Contract. The Contractor shall perform and complete the Contract on or before the date specified in the Contract.

2.4.2 The successful bidder will be responsible for beginning and completing this project within the time periods set forth in Part V of these Contract Documents and Specifications.

## 2.5 BIDDER ELIGIBILITY:

2.5.1 Each Bidder is required to submit, as a part of its bid, certification that it is eligible to bid on this project and that it is not listed either:

1. On the Controller General's List of Ineligible Bidders/Contractors, or
2. On the Debarred List of the Labor Commissioner of the State of California.

All bidders are therefore required to submit a completed "Ineligible Bidder's Certification Form".

2.5.2 All Bidders whose bids are in excess of \$100,000.00 must execute and submit with their bids the "Certification of Restrictions on Lobbying". The language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000. The Contractor is responsible for obtaining and keeping the certification forms from each required subcontractor.

2.5.3 Failure on the part of the Bidder to execute and submit the required certifications may result in the bid being rejected as non-responsive.

## 2.6 CONFORMITY/WORKMANSHIP:

2.6.1 All Bidders shall conform to the final approved specifications. The product they propose to furnish shall be of first grade quality, and the workmanship must be the best obtainable in the various trades.

2.6.2 All batteries shall be new and in no case will reconstituted, used or obsolete Equipment be accepted, unless otherwise noted in these CDS.

2.6.3 The project as specified, including all equipment, materials, parts, labor, etc., shall conform to all Federal, State, County and City codes and regulations.

## 2.7 RESPONSIBLE BIDDER:

2.7.1 RTD reserves the right to reject the bid of any Bidder who in the opinion of the Board of Directors is not responsible or has previously failed to perform properly, or to complete on time, contracts of a similar nature, is not in a position to perform the contract, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen or employees. In determining if a bidder is responsible, the following elements, in addition to those mentioned above, will be considered, to wit: Whether the Bidder involved, (1) maintains a permanent place of business, (2) has adequate plant and equipment available to do work properly and expeditiously, (3) has suitable financial resources to meet the obligations incident to the work, and (4) has appropriate experience.

2.7.2 The Bidder may be required, prior to execution of a contract and upon request of RTD, to prove to RTD's satisfaction that he has the skill and experience and that he has the necessary facilities and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

The Bidder shall submit with his bid the form entitled "Confidential Statement of Qualifications And Business References". This completed form shall be placed in a sealed envelope, titled "Confidential Statement of Qualifications and Business References" for PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES, Solicitation No. MSE-2008-02-RTCC which envelope also should bear the name and address of the bidder.

## 2.8 WARRANTY:

- 2.8.1 The Bidder is responsible for stating, in detail, his best standard warranty on this project which shall meet or exceed RTD's minimum warranty as set forth in Part V of these CDS, including method of adjustment in case of defective workmanship or failure of component parts. **If there should be a difference between RTD's minimum warranty and the Bidder's best warranty, the Bidder agrees to be bound by the warranty, which is most advantageous to RTD.**
- 2.8.2 The Bidder is responsible for completing the Statement of Warranty form, to be submitted as part of his proposal.
- 2.8.3 Nothing in the above intends or implies that this warranty shall apply to work that has been abused or neglected by RTD.
- 2.8.4 RTD reserves the right to modify the warranty processing procedures as it deems necessary to give RTD the most efficient and fully compliant coverage and reimbursement.
- 2.8.5 The Contractor guarantees and warrants that all items hereunder shall (1) be the responsibility of the awarded Contractor, even though such items may have been supplied and/or installed by other than said Contractor, (2) conform to these technical specifications and all other requirements of this Contract, (3) fulfill its design functions and be fit for both its ordinary and intended purposes, (4) be free of all patent and latent defects in design, materials and workmanship, and (5) perform satisfactorily.
- 2.8.6 The Contractor shall be responsible for providing replacement immediately upon notification from RTD and participating RTCC Agencies, and such replacements shall be affected without undue delay.

## 2.9 NONCOLLUSION AFFIDAVIT:

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void and the Contractor and his bondsmen shall be liable to RTD for all loss or damage which RTD may suffer thereby and the Board of Directors may call for new bids.

The Bidder's attention is called to the fact that a Bid is not complete and will not be considered for any purpose unless the Noncollusion Affidavit is completely executed and submitted as a part of the Bidder's Bid package.

## 2.10 DBE PROVISIONS

The Bidder's attention is directed to Appendix A, entitled "Federal DBE Provisions", attached to this Contract Documents and Specifications. The successful bidder, and its subcontractors, will be expected to comply with the provisions thereof.

## 2.11 FTA REQUIREMENTS AND CERTIFICATIONS

### 2.11.1 FTA Requirements:

In the event that Federal financial assistance is used in financing all or a portion of this Project, then and in such event the Federal Requirements set forth in Appendix C are incorporated herein and made a part of this document. All bidders, and the contractor to whom a contract is awarded under this document, must comply with all applicable provisions set forth in Appendix C.

### 2.11.2 FTA Certifications:

In the event that the bidder's total proposal exceeds one hundred thousand (\$100,000.00) dollars, the bidder will be required to complete the following certifications prior to RTD being able to consider its Proposal: (a) Buy America Certification; (b) Certification On Restrictions on Lobbying; (c) Certification Regarding Financial Contributions; (d) Clean Air – Clean Water Certification; and (e) Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion.

The forms for the above certifications are either attached to this CDS, as Appendix B, or may be obtained from RTD.

If the bidder is required to submit these Certifications, the bidder is advised that if all Certifications are not submitted to RTD on the date that bids are due, they must be submitted to RTD within five (5) calendar days thereafter. Failure to submit to RTD these Certifications within five (5) calendar days following the date bids are received may render the bid non-responsive.

## 2.12 AMERICANS WITH DISABILITIES ACT (ADA):

On September 6, 1991 the U. S. Department of Transportation (USDOT) published final regulations implementing certain provisions of the Americans Disabilities Act of 1990 (ADA).

2.12.1 The Contractor will be required to meet all current ADA requirements to the fullest extent of the law in performing its Contract with RTD, and to inform RTD regarding any and all changes/modifications that are deemed necessary to assure RTD's finished project is in complete compliance with ADA.

2.12.2 The bidder should address any and all necessary changes during the Approved Equals process.

2.12.3 RTD will hold the Contractor responsible for assuring complete compliance with ADA, regardless if such issues were addressed or not prior to the opening of the Bids.

2.13 INTERPRETATIONS AND REQUESTS FOR APPROVED EQUALS/CHANGES:

2.13.1 Changes and clarifications of the Contract Documents and Specifications, or approved equals, shall only be made by written addendum, signed, numbered and dated by RTD. Bidders will be bound by all addenda issued, whether or not received by the Bidder; it shall be the Bidder's responsibility to make inquiry as to addenda issued.

2.13.2 Bidders may make appointments to discuss these specifications with the Procurement Manager - Contracts or designee. This, however, does not relieve the Bidder from the written, documented requests required by this Section.

2.13.3 Attached hereto is Form M entitled "Request For Approved Equals". The Bidder should complete this form and submit it with all the requested documentation to support his request for a substitution, change and/or an approved equal. Requests for approved equals, clarification of specifications, and protest of specifications must be received by RTD in writing, no later than December 15, 2008. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other information as evidence that the substitute offered is equal to or better than the specifications' requirement.

2.13.4 RTD's replies to requests will be postmarked no later than December 22, 2008, unless otherwise indicated in writing by RTD.

2.14 WAIVER:

In submitting a bid, the Bidder affirms that he has sufficiently informed himself in all matters affecting the Project, that he has checked his bid for errors and/or omissions; that the prices stated in his bid are correct and as intended by him and are a complete and correct statement of his prices for furnishing and delivering the Project required by the Contract Documents and Specifications. The Bidder waives any claim for the return of his Bidder's Security, on account of errors or omissions claimed to have been made by him in his bid or for any other reason that causes his failure to execute the Contract.

2.15 INTENTIONALLY OMITTED

2.16 WITHDRAWAL OF BID:

2.16.1 Any Bidder may withdraw his bid, either personally or by telegraphic or written request, received by RTD, at any time prior to the time fixed for the opening of the Bids. Negligence on the part of the Bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid had been opened.

2.16.2 No bid may be withdrawn for a period of 120 days after bid opening.

2.17 BIDS:

- 2.17.1 All bids should be submitted on the set of required bid documents supplied by RTD in these Contract Documents and Specifications and shall be subject to all requirements contained herein.
- 2.17.2 All amounts inserted on the Bid form should be stated in figures. The signature of the person signing should be in longhand. The completed Bid form should be without interlineations, alterations or erasures.
- 2.17.3 Each bid must be submitted with all requested information and shall conform to the final approved specifications, or such bid may be found to be incomplete and may not be accepted.
- 2.17.4 Bids shall be filed at the offices of RTD at 421 East Weber Avenue, Stockton, California, on or before the day and hour set forth in the Notice Inviting Bids. Each bid must be enclosed in a sealed envelope addressed to RTD and shall be clearly marked as follows: "BID FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES," MSE-2008-02-RTCC. Attention: Procurement-Contracts. Any bid received after the scheduled closing time for the receipt of bids will be returned to the Bidder unopened.
- 2.17.5 If the Bid is made by an individual, it shall be signed with his full name and his address shall be given; if it is made by a partnership, the name and address of each member of the partnership should be given; and if it is made by a corporation, it shall be signed with the corporate name by an officer thereof with the authority to bind the corporation and attested by the corporate seal.
- 2.17.6 Unless otherwise called for, RTD does not invite alternate bids to any item or equipment called for in the Specifications, and the submission of any alternate item to those specified by RTD may render the bid informal and may cause its rejection.

2.18 OPENING OF BIDS:

- 2.18.1 Bids will be opened and publicly read aloud at the time and place set forth in the Notice Inviting Bids.
- 2.18.2 RTD reserves the right to postpone bid opening for its own convenience.

2.19 REASONABLENESS OF PRICE (PRICE/COST ANALYSIS)

In the event a single bid is received, a price/cost analysis may be used to determine the reasonableness of the bid price. RTD may conduct a price analysis in evaluating a bid price. If a valid price analysis cannot be completed, audit personnel may be requested to conduct a cost analysis of the bid price. The bidder shall assist RTD by submitting such information and/or documentation requested by RTD to assist in completing the price/cost analysis.



## 2.20 AWARD OF CONTRACT/REJECTION OF BIDS:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the Contract Documents and Specifications, provided the bid is reasonable and it is in the best interests of RTD to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. RTD, however, reserves the right to:

- a. Reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of RTD.
- b. Accept the bid which best corresponds to quality, fitness and capacity to the requirements of RTD considering its past experience as to suitability of the equipment and/or services offered.
- c. INTENTIONALLY OMITTED
- d. INTENTIONALLY OMITTED

## 2.21 RTD LEVEL PROTEST PROCEDURES - GENERAL CONDITIONS

2.21.1 RTD's review of any protest will be limited to violations of state or local laws or/regulations, violations of RTD's purchasing procedures, or violations of RTD's protest procedures or failure to review a complaint or protest.

2.21.2 Protests based on restrictive or severely defective specifications, or improprieties in any type of solicitations that are apparent prior to bid opening or closing date for bids, must be received by RTD no later than five (5) days before the scheduled bid opening.

Protests based upon the staff recommendation for contract award must be received by RTD within seven (7) calendar days from the date that the notice is sent to all bidders advising RTD, of the staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

2.21.3 Six copies of protests must be in writing, stating the name and address of protestor, a contact person, contract number and/or title and shall specify in detail the grounds of the protest and the facts supporting the protest.

All protests must be addressed as follows:

For Special Delivery, Hand Delivery or U.S. Mail

Attention: General Manager/CEO  
San Joaquin Regional Transit District  
421 East Weber Avenue -2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, CA 95201

Protests not properly addressed to RTD may not be considered by RTD. Copies of RTD Protest Procedures may be obtained from RTD's Procurement – Contracts Department, 421 East Weber Avenue, Stockton CA 95202; Telephone 209-948-5566.

## 2.22 FEDERAL TRANSIT ADMINISTRATION (FTA) PROTEST PROCEDURES

A protestor wishing to file a protest with FTA should consult FTA Circular 4220.1F for details on FTA's bid protest procedures. FTA will only review protests regarding the alleged failure of the grantee to have written protest procedures or alleged failure to follow such procedures. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities.

Protests must be filed with FTA (with a concurrent copy to RTD) within five (5) days after RTD renders a final decision or five (5) days after the protestor knows or has reason to know that RTD failed to render a final decision. After five (5) days, RTD will confirm with FTA that FTA has not received a protest on the contract in question.

Circular 4220.1F is available for review at RTD offices. A copy can be obtained from FTA the address set forth in Section 2.1.7 of these CDS.

RTD shall not be responsible for any protest not filed in a timely manner with FTA. FTA's decision on any appeal will be final. No further appeals will be considered by FTA.

## 2.23 EXECUTION OF CONTRACT:

Subsequent to the award and within fifteen (15) days after the prescribed form of Contract is presented for signature, the Bidder to whom the award is made shall execute and deliver to RTD such Contract. The Contractor shall furnish four (4) duplicate sets of contracts. If the Bidder to whom the award is made fails to enter into the Contract as herein provided, RTD may annul the award and retain the Bidder's security as liquidated damages, if applicable.

## 2.24 INTEREST IN CONTRACT:

2.24.1 The Bidder shall represent and warrant that neither the General Manager/CEO, nor any Director, officer, or employee of RTD is in any manner interested, directly or indirectly, in the bid or in the Contract which may be made under it, or any expected profits to arise therefrom. This section shall not apply to Contracts awarded to a corporation in which the only interest of the General Manager/CEO, or any Director, officer or employee, is the ownership of less than one percent (1%) of the entire capital stock of said corporation.

2.24.2 No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

2.24.3 No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

2.24.4 Under this Section, a restricted individual will not be deemed to have an interest in the Contract awarded to a corporation if his/her only interest is the ownership of less than one percent (1%) of the entire capital stock of said corporation.

2.25 CONTRACTOR'S LIABILITY:

2.25.1 No advantage shall be taken by the Contractor in the omission of any parts or details, which go to make the Project complete and ready for service even though such parts or details are not mentioned in these CDS. The Contractor must provide all batteries that are fully functional at its optimal level to the best of the Contractor's ability.

2.25.2 In all cases, materials must be furnished as specified, but if the term "approved equal" is used, written approval for any proposed substitution must be obtained by the Contractor prior to submitting the Bid.

2.25.3 The Contractor shall assume responsibility for all materials and accessories used in the Project regardless of whether such will be furnished by said contractor or by a subcontractor.

2.25.4 The Contractor shall indemnify, keep, and save harmless RTD, its agents, officials, and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the Contract by the Contractor, whether or not it claimed that the injury was caused through a negligent act or omission of the Contractor or his employees and the Contractor shall at his own expense defend any and all such actions, and shall at his own expense pay all charges of attorneys, all cost and other expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against RTD in any such action, the Contractor shall at his own expense satisfy and discharge the same.

2.25.5 Before commencing work, the Contractor and each subcontractor shall furnish RTD with certificates of insurance for general liability with a combined single limit for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence to protect RTD and the Contractor and each subcontractor, insuring against any and all liability of the Contractor/ Subcontractor. Such insurance shall name RTD as an additional insured. This insurance shall cover the use of all vehicles and non-owned vehicles, equipment and machinery. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five (5) years following the completion date of the Contract. The insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of California. If

any such insurance is due to expire during the contract period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence to RTD of continued coverage. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled, non-renewed or the amount thereof reduced by the insurance company until at least 30 days prior written notice has been given to RTD.

2.26 REJECTION BY RTD:

RTD will notify the Contractor, in writing, if the Material has or has not been accepted. A letter of non-acceptance will furnish details of the deficiencies. RTD shall not be obligated to pay the Contractor until final acceptance has occurred.

2.27 DEFECTIVE OR DAMAGED MATERIALS:

Any materials, found to be damaged or defective, shall be replaced by the Contractor hereunder without additional cost to RTD.

2.28 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS:

The Contractor agrees that he will, at his own expense, defend all suits or proceedings instituted against RTD and pay any award of damages assessed against RTD in such suits or proceedings, insofar as the same are based on any claim that the Project, or any part thereof, constitutes an infringement of any patent, copyright or trademark. No custom material produced in whole or in part under the contract shall be subject to copyright or patent. RTD shall have the authority to publish, disclose, distribute or otherwise use, in whole or in part, any custom materials prepared under this contract.

2.29 ASSIGNMENT:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part hereof without prior consent, in writing, of RTD, endorsed thereon or attached thereto.

2.30 FEDERAL EXCISE AND STATE AND LOCAL SALES TAXES:

The equipment or materials called for under the specifications will be used by RTD in the performance of a governmental function and are exempt from taxation by the United States Government. RTD will furnish a tax exemption certificate, upon request. The prices quoted by Bidder shall separately state the California State Sales or Use Tax, said tax, wherever applicable, will be paid by RTD to the Contractor, if licensed to collect same, or otherwise directly to the State.

2.31 PAYMENTS:

2.31.1 The contractor shall be paid the Contract price in accordance with the provisions therefore set forth in Part V of these CDS.

2.31.2 INTENTIONALLY OMITTED

2.32 EQUIPMENT DELIVERY:

All equipment provided under this Solicitation shall be delivered to RTD, F.O.B. to the following locations: 1533 East Lindsay Street, Stockton, California 95205, and 120 North Filbert Street, Stockton, CA 95205. Deliveries to participating RTCC agencies shall be at the location designated in Section V, in first class condition, complete and ready for operation. Contractor shall assume all responsibility and risk of loss incident to said delivery.

2.33 LIQUIDATED DAMAGES:

2.33.1 In the event of delay in the performance of the Contract by the Contractor beyond the scheduled date specified in the Contract, the Contractor shall pay to RTD as fixed, agreed and liquidated damages, and not as a penalty, (\$50.00) per day beyond the date of delivery as required by the Contract. All liquidated damages will be deducted from the invoices submitted by the Contractor to RTD for payment.

2.33.2 In the event that the delivery as specified in this Contract shall be necessarily delayed because of strike, injunctions, government controls, or any delays caused by accident or mechanical failure, or by reason of any cause or circumstance beyond the control of the Contractor, the time of completion may be extended by RTD. It shall be incumbent upon the Contractor to notify RTD, in writing, at the earliest possible date, (1) of the event or events which affect his ability to perform within the time required by the Contract, and (2) of the cessation of such event or events, at which time RTD shall determine the number of days, if any, the time for completion shall be extended. If such an extension is granted, it shall be in writing and signed by the parties in accordance with Section 2.35.

2.34 AUDIT AND INSPECTION OF RECORDS:

The Contractor shall permit the authorized representatives of RTD to inspect and audit all data and records of the Contractor and any subcontractor relating to the performance under this Contract from the date of the Contract through and until the expiration of three (3) years after completion of the Contract. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single bid or sole source situations.

2.35 CHANGE ORDERS:

Any proposed change in the Contract shall be submitted to RTD for its prior approval. Such change shall be made by a Change Order, wherein the change shall be specifically described, including a statement as to the effect of the change on the Contract price, if any, and the time for completion. No change order is valid unless approved and signed by RTD. Notice to Proceed shall be given upon full execution of the contract.

2.36 TERMINATION - MUTUAL CONSENT, BREACH AND CONVENIENCE:

- 2.36.1 The Contract may be terminated with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.
- 2.36.2 In the event that the Contractor fails to perform the terms and conditions of the Contract, as required, after receiving ten (10) days written notice from RTD to do so, then and in such event, RTD may forthwith terminate this Contract. Under such circumstances, RTD shall be under no obligation to pay to the Contractor the Contract price, or any portion thereof, unless RTD finds the Contractor has partially performed said Contract and said partial performance benefits RTD, under which circumstances RTD shall pay to the Contractor that portion of the Contract price which the part performance bears to the total performance, less all damages and losses suffered by RTD as a result of the Contractor's failure to perform.
- 2.36.3 The rights afforded to RTD under this Section shall be in addition to any other rights provided by law or set forth in these Contract Documents and Specifications. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from the default of the Contractor.
- 2.36.4 RTD may terminate the contract at any time for convenience by giving the Contractor thirty (30) calendar days' prior written notice. Notice of termination shall be by certified mail, return receipt requested. Upon receipt of the notice of termination, the Contractor shall cease work, wrap up and conclude work without undertaking any new tasks or work, deliver to RTD all work performed unless agreement and offset against the price for work retained by the Contractor, as agreed by RTD. RTD will pay the Contractor the cost for all materials, etc., ordered and received by the Contractor, plus reasonable overhead and profit for the portion of work through termination.

2.37 EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, CIVIL RIGHTS PROVISIONS:

- 2.37.1 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, religion, color, age, creed, sex, national origin or disability. The Contractor shall take affirmative action to insure that applicants are employed, and employees are treated during employment without regard to their race, religion, color, age, sex, national origin or disability. 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.
- 2.37.2 Title VI, Civil Rights Act of 1986: RTD will comply with and will assure the compliance by all Contractors and Subcontractors under this Contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d), the regulations of the Department of Transportation issued thereunder, 49 CFR

21, as they may be amended from time to time, and the Assurance by the Recipient pursuant thereto.

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:

- 2.37.2.1 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.
- 2.37.2.2 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, national origin or disability 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.
- 2.37.2.3 Solicitations for Subcontracts, Including Procurements or 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, national origin or disability.
- 2.37.2.4 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, or other sources of information, and its facilities as may be determined by RTD or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor which is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to RTD or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 2.37.2.5 Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, RTD shall impose such Contract sanctions as it or the

FTA may determine to be appropriate, including, but not limited to:

2.37.2.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or,

2.37.2.5.2 Cancellation, termination, or suspension of the Contract, in whole or in part.

2.37.2.6 Incorporation of Provisions: The Contractor shall include the provisions of paragraph 2.37 through 2.37.2.6 of this section in every subcontract, including procurement 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 RTD 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 RTD to enter into such litigation to protect the interests of RTD, and, in addition the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 2.38 NONDISCRIMINATION:

Contractor shall comply with Section 1735 of the California Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In the performance of the Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40), and the denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in



Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract. Contractor and its subcontractors shall 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 the State, for the purpose of investigation to ascertain compliance with this clause.

## 2.39 LABOR PROVISIONS -- NON-CONSTRUCTION CONTRACTS

To the degree required by the overtime provisions of the Contract Work Hours and Safety Standards Act, the Contractor shall comply with the following:

### 2.39.1 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 workweek in which he is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess forty (40) hours in such workweek.

### 2.39.2 Violation: Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in paragraph (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 for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 CFR Section 5.5.

### 2.39.3 Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation (DOT) or RTD 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 federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 CFR Section 5.5.

#### 2.39.4 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section 2.39 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 this Section 2.39.

#### 2.39.5 Payroll Records

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. 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.

### III

#### BID DOCUMENTS

Each bidder must submit all of the following forms, documents and information as listed below, in accordance with these Contract Documents and Specifications. Failure to submit these items may result in your bid being declared non-responsive.

- A. BID FORM (Section 2.17)
- B. INTENTIONALLY OMITTED
- C. NONCOLLUSION AFFIDAVIT (Section 2.9)
- D. INELIGIBLE BIDDER CERTIFICATION (Section 2.5)
- E. BIDDER'S DETAILED SPECIFICATIONS (Section 5.14)
- F. STATEMENT OF TECHNICAL SERVICES AND PARTS REPRESENTATION (Section 5.15)
- G. INTENTIONALLY OMITTED
- H. DBE FORM
- I. DBE FORM: DESCRIPTION OF THE SELECTION PROCESS OF SUBCONTRACTORS/SUBCONSULTANTSSUPPLIERS
- J. STATEMENT OF WARRANTY (Section 2.8 and Section 5.6)
- K. INTENTIONALLY OMITTED
- L. STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES (Section 2.7)
- M. REQUEST FOR APPROVED EQUALS FORM (Page 41)

**A. BID FORM**

TO: SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
 421 East Weber Avenue  
 PO Box 201010  
 Stockton, CA 95201

ATTENTION: General Manager/CEO

Ladies and Gentlemen:

Pursuant to and in compliance with your NOTICE INVITING BIDS, dated December 1, 2008, the undersigned, being familiar with the "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", MSE-2008-02-RTCC dated December 1, 2008, and addenda, if any, thereto, hereby proposes to furnish any and all required labor, material, transportation, equipment, services and taxes necessary to comply with the requirements of said Contract Documents and Specifications and in conformity with said NOTICE INVITING BIDS and with said CONTRACT DOCUMENTS AND SPECIFICATIONS, for the following sum, to-wit:

| Column No.            | 1            | 2            | 3                      | 4                  | 5             | 6     |
|-----------------------|--------------|--------------|------------------------|--------------------|---------------|-------|
| Group No.             | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Battery Price | Total |
| 1                     |              |              |                        |                    |               | \$    |
| 2                     |              |              |                        |                    |               | \$    |
| 3                     |              |              |                        |                    |               | \$    |
| 4                     |              |              |                        |                    |               | \$    |
| 5                     |              |              |                        |                    |               | \$    |
| <b>Total</b>          |              |              |                        |                    |               | \$    |
| California Sales Tax* |              |              |                        |                    |               | \$    |
| <b>Grand Total</b>    |              |              |                        |                    |               | \$    |

\* San Joaquin County Sales Tax is currently 8%. Each County Sales Tax may vary from this amount. For Estimating purposes, 8% Sales Tax will be used.

**Column 4 times Column 5 equals Column 6, Product Bid Price**

Bidders must break down its bid price, on the tables at the end of this Bid Form to be deemed responsive. Whenever brand, manufacturer or product names are indicated in these specifications, they are included only for the purpose of establishing identification and general description of the item. Whenever such names appear, the term or Approved Equal is considered to follow. See Section 2.13 for additional information.

1. In submitting this bid, Bidder understands the right is reserved by RTD to reject any and all Bids, to accept that Bid which best corresponds to RTD requirements in quality, fitness and capacity, and to waive any informality in any Bid received.

2. If written notice of the acceptance of this Bid is mailed, telegraphed, telephoned or delivered to the undersigned within one hundred twenty (120) days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form with fifteen (15) days after the form of Contract is presented for execution.
3. ATTACHED DOCUMENTS: The undersigned has attached to this Bid all documents and information required by the Contract Documents and Specifications, including specifically those items listed on Part III, Required Bid Documents.
4. The undersigned Bidder hereby represents and warrants as follows:
  - a. That neither the General Manager/CEO, nor any Director, officer, or employee of RTD is in any manner interested, directly or indirectly, in the bid or in the Contract which may be made under it, or any expected profits to arise therefrom.
  - b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
  - c. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
5. The undersigned hereby acknowledges receipt of the following addenda, which have been issued by RTD in connection with this Project:
 

|                              |                              |
|------------------------------|------------------------------|
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
6. The undersigned has checked carefully all of the above figures and understands that the San Joaquin Regional Transit District will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
7. The undersigned acknowledges that any interlineations, alterations or changes in this Bid Form or in any of the terms and provisions of the Contract Documents and Specifications may cause this Bid to be rejected as being non-responsive.

WITH RESPECT TO THE REPRESENTATIONS SET FORTH IN THIS BID, THE UNDERSIGNED DECLARES AND STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE (Print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

If Bidder is:

1. An individual using a firm name, sign: Example, "John Doe, individually and doing business as Blank Co."
2. An individual doing business under his own name, sign his own name only.
3. A co-partnership, sign: Example, "John Doe and Richard Coe, Co-partners doing business as Blank Co."
4. A corporation, sign: Example, "Blank Co. by John Doe, secretary (or other title)" and affix seal of corporation.

**Price Quotation Sheet**

San Joaquin Regional Transit District (RTD) and participating RTCC agencies will be purchasing **new heavy-duty coach and automotive batteries**. Quantities are based on the RTD's prior annual purchase history. Approximate quantities are listed below, RTD and participating RTCC agencies do not guarantee any specific quantities. Bidders are required to complete and sign all required forms. **Bidders shall submit the manufacturer's published price list for year one with the bid to be considered responsive. Contractor shall submit manufacturer's published list price for YEAR TWO and YEAR THREE, thirty (30) days prior to the end of the first and second year of Contract. Bidders shall apply the same margin of profit used in Year ONE to years TWO and THREE of the Contract.**

| Estimated Yearly quantity Usage | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 315                             |                       |              |              |                    |                  |                   |

Warranty period: \_\_\_\_\_ Months    100% Full Replacement

Core charge: \$ \_\_\_\_\_ ea.    Special Terminal: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_% net \_\_\_\_\_ days.

Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED: This criterion will be used to determine the reasonableness of the pricing for years two and three of the Contract. Please attach additional pages if necessary.**

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| Estimated Yearly quantity Usage | Group 2 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 235                             |                               |              |              |                    |                  |                   |

Warranty period: \_\_\_\_\_ Months 100% Full Replacement

Core charge: \$\_\_\_\_\_ ea. Special Terminal: \$\_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.

Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
**This criterion will be used to determine the reasonableness of the pricing for years two and three of the Contract. Please attach additional pages if necessary.**

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| Estimated Yearly quantity Usage | Group 3 Type 31 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 400                             |                 |              |              |                    |                  |                   |

Warranty period: \_\_\_\_\_ Months 100% Full Replacement

Core charge: \$\_\_\_\_\_ ea. Special Terminal: \$\_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.

Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
**This criterion will be used to determine the reasonableness of the pricing for years two and three of the Contract. Please attach additional pages if necessary.**

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| Estimated Yearly quantity Usage | Group 4 Type 31 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 77                              |                 |              |              |                    |                  |                   |

Warranty period: \_\_\_\_\_ Months 100% Full Replacement

Core charge: \$\_\_\_\_\_ ea. Special Terminal: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.

Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
**This criterion will be used to determine the reasonableness of the pricing for years two and three of the Contract. Please attach additional pages if necessary.**

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| Estimated Yearly quantity Usage | Group 5 Type 65 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 20                              |                 |              |              |                    |                  |                   |

Warranty period: \_\_\_\_\_ Months 100% Full Replacement

Core charge: \$\_\_\_\_\_ ea. Special Terminal: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.

Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:**  
**This criterion will be used to determine the reasonableness of the pricing for years two and three of the Contract. Please attach additional pages if necessary.**

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**C. NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

\_\_\_\_\_, being first duly sworn,  
deposes and says that he/she is \_\_\_\_\_ of the party  
making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation; that the  
bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced  
or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly  
colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid,  
or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or  
indirectly, sought by agreement, communication, or conference with anyone to fix the bid price  
of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid  
price, or of that of any other bidder, or to secure any advantage against the public body  
awarding the contract of anyone interested in the proposed contract; that all statements  
contained in the bid are true; and, further, that the bidder has not, directly or indirectly,  
submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged  
information or data relative thereto, or paid, and will not pay, any fee to any corporation,  
partnership, company association, organization, bid depository, or to any member or agent  
thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

Executed this date \_\_\_\_\_, 2008, at \_\_\_\_\_,  
\_\_\_\_\_.

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE OF: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

**D. INELIGIBLE BIDDER CERTIFICATION**

I hereby affirm that the undersigned individual or firm is eligible to bid on this project and to enter into a contract with the San Joaquin Regional Transit District, and is not listed either (1) on the Controller General's List of Ineligible Bidder/Contractors, or (2) on the debarred list of the Labor Commissioner of the State of California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this date \_\_\_\_\_, 2008, at \_\_\_\_\_,  
\_\_\_\_\_.

NAME OF FIRM: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**E. BIDDER'S DETAILED SPECIFICATIONS**

The Bidder shall attach to this form detailed specifications for all equipment being supplied as a part of this Project.

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

**F. STATEMENT OF TECHNICAL SERVICES AND PARTS REPRESENTATION**

1. Name, Address, Telephone and Fax Numbers of Technical Services Representative(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

2. Location of Nearest Parts Depot:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

Fax No. (\_\_\_\_\_) \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title \_\_\_\_\_

**H. DBE FORM**

**SAN JOAQUIN REGIONAL TRANSIT DISTRICT**

Prime Contractor and Subcontractor/Subconsultant/Supplier/Truckers/Brokers Report

Bidder's Name: \_\_\_\_\_ Contract Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Disadvantaged Business Enterprise: Yes/No \_\_\_\_\_ Age of Firm: \_\_\_\_\_  
 Owner or Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Title: \_\_\_\_\_ Firm's Annual Gross Receipts: \_\_\_\_\_

List the following information for all subcontractors/subconsultants/supplier, regardless of tier, that provided a bid, quote or proposal to the Bidder.  
 Attach additional sheets as necessary.

| Subcontractor/Subconsultant/<br>Supplier | DBE<br>Yes/<br>No | CalTrans<br>DBE Cert<br>No. | Age<br>of<br>Firm | Firm's<br>annual Gross<br>Receipts | Description of Work/Type of<br>Materials/Supplies | Dollar Amount<br>of<br>Work/Supplies | Bid/Quote<br>Accepted<br>Yes/No |
|--|-------------------|-----------------------------|-------------------|------------------------------------|---|--------------------------------------|---------------------------------|
| 1  |                   |                             |                   |                                    |   |                                      |                                 |
| Name: _____                              |                   |                             |                   |                                    |   |                                      |                                 |
| Address: _____                           |                   |                             |                   |                                    |   |                                      |                                 |
| Contact Person: _____                    |                   |                             |                   |                                    |   |                                      |                                 |
| Phone & Fax: _____                       |                   |                             |                   |                                    |   |                                      |                                 |
| Name: _____                              |                   |                             |                   |                                    |   |                                      |                                 |
| Address: _____                           |                   |                             |                   |                                    |   |                                      |                                 |
| 2  |                   |                             |                   |                                    |   |                                      |                                 |
| Contact Person: _____                    |                   |                             |                   |                                    |   |                                      |                                 |
| Phone & Fax: _____                       |                   |                             |                   |                                    |   |                                      |                                 |
| Name: _____                              |                   |                             |                   |                                    |   |                                      |                                 |
| Address: _____                           |                   |                             |                   |                                    |   |                                      |                                 |
| 3  |                   |                             |                   |                                    |   |                                      |                                 |
| Contact Person: _____                    |                   |                             |                   |                                    |   |                                      |                                 |

|   |                 |  |  |  |  |  |  |
|---|-----------------|--|--|--|--|--|--|
| 4 | Phone & Fax:    |  |  |  |  |  |  |
|   | Name:           |  |  |  |  |  |  |
|   | Address:        |  |  |  |  |  |  |
|   | Contact Person: |  |  |  |  |  |  |
| 5 | Phone & Fax:    |  |  |  |  |  |  |
|   | Name:           |  |  |  |  |  |  |
|   | Address:        |  |  |  |  |  |  |
|   | Contact Person: |  |  |  |  |  |  |
|   | Phone & Fax:    |  |  |  |  |  |  |

DBE Amount: \$ \_\_\_\_\_ = \_\_\_\_\_ % Bidder's DBE Achievement  
 Total Bid Amount: \_\_\_\_\_

Names of the First-Tier subcontractors, including DBEs, whose bids are accepted shall be consistent, where applicable, with the names in "List of Subcontractors" submitted with the bid pursuant to the Subcontractors Listing Law.

The undersigned will enter into a formal agreement with the subcontractor(s), sub consultant(s), and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the San Joaquin Regional Transit District. The Bidder certifies that any DBE listed whose quote was accepted with commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.

\_\_\_\_\_  
 Signature of Owner or Authorized Representative Title Date

**I. DBE FORM: DESCRIPTION OF THE SELECTION PROCESS OF  
SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS**

Contract Name: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Owner or Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Provide a narrative description of how the bidder selected its subcontractors, subconsultants & suppliers, including addressing the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-bid meeting, advertisements, written notices, and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

2. Selecting portions of the Work that are economically feasible for small businesses, including DBEs.

Example: List items of Work that the bidder made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate small business participation.



3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting bids from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

4. Negotiating in good faith with small business concerns, including DBEs.

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting bids from small business concerns and accepting bids from selected firms.

6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

8. Describe any other steps that the bidder used to select its subcontractors/subconsultants/suppliers.



**L. CONFIDENTIAL STATEMENT OF QUALIFICATIONS  
AND BUSINESS REFERENCES**

[THE FOLLOWING FORM, WHEN COMPLETED AND EXECUTED, SHALL BE PLACED SEPARATELY FROM THE BID IN A SEALED ENVELOPE AND IDENTIFIED WITH THE BIDDER'S NAME AND ADDRESS, THE CONTRACT DESCRIPTION AND CONTRACT NUMBER, AND THE NAME OF THE FORM ENCLOSED]

ADD ADDITIONAL SHEETS IF NECESSARY TO COMPLETELY AND FULLY PROVIDE ALL REQUESTED INFORMATION

NAME OF BIDDER \_\_\_\_\_

PRINCIPAL OFFICE \_\_\_\_\_  
(Street Address) (City) (State)(Zip Code)

PRINCIPAL MAILING ADDRESS \_\_\_\_\_  
(Street or P.O. Box) (City) (State) (Zip Code)

1. Are you an individual\_\_\_ a partnership\_\_\_ a corporation\_\_\_ a joint venture?\_\_\_\_\_  
(Check as applicable)

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of all members of the joint ventures and if any member is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How many years has your organization been in business under your present business name? \_\_\_\_\_ .

3. How many years of experience has your organization had in work similar to the work you are interested in bidding?

\_\_\_\_\_

4. Show all the projects your organization has completed during at least the last five years in the following tabulation: (For joint venture work, show the sponsoring individual or company.)

| Year  | Contract Price | Kind of Project | Location of Work | Name & Address Owner |
|-------|----------------|-----------------|------------------|----------------------|
| _____ | _____          | _____           | _____            | _____                |
| _____ | _____          | _____           | _____            | _____                |



| <u>Contract Price</u> | <u>Kind of Project</u> | <u>Location of Work</u> | <u>Percent Complete</u> | <u>Expected Comp. Date</u> | <u>Name &amp; Address Owner</u> |
|-----------------------|------------------------|-------------------------|-------------------------|----------------------------|---------------------------------|
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |
| _____                 | _____                  | _____                   | _____                   | _____                      | _____                           |

10. References: Give only owners, including public bodies, for whom you have done work:

| <u>Name</u> | <u>Address</u> | <u>Business</u> |
|-------------|----------------|-----------------|
| _____       | _____          | _____           |
| _____       | _____          | _____           |
| _____       | _____          | _____           |

11. Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank: \_\_\_\_\_  
 Address: Street \_\_\_\_\_  
 City and State \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Officer Familiar with Bidder's Account: \_\_\_\_\_

Name of Bank \_\_\_\_\_  
 Address: Street \_\_\_\_\_  
 City and State \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Officer Familiar with Bidder's Account: \_\_\_\_\_

12. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of Bidder:

Name of Surety Company: \_\_\_\_\_  
 Name of Local Agent (if different) \_\_\_\_\_  
 Local Address: Street \_\_\_\_\_  
 City and State \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Person Familiar with Bidder's Account: \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_  
 Name of Local Agent (if different) \_\_\_\_\_  
 Local Address: Street \_\_\_\_\_  
 City and State \_\_\_\_\_  
 Telephone \_\_\_\_\_

Person Familiar with Bidder's Account: \_\_\_\_\_

13. Is any litigation pending against your organization? If so, give details

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on \_\_\_\_\_, 2005, at \_\_\_\_\_.

Signature:

\_\_\_\_\_

Print Name/Title: \_\_\_\_\_

**M. REQUEST FOR APPROVED EQUALS FORM**  
PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES  
Solicitation No. MSE-2008-02-RTCC

**IMPORTANT: USE A SEPARATE FORM FOR EACH SEPARATE SOLICITATION  
PROVISION OR SPECIFICATION ITEM REQUESTED**

SUBMITTED BY: \_\_\_\_\_  
COMPANY NAME

RTD requires that all prospective bidders completely fill out and attach this form with every separate specification item requested for an Approved Equal pertaining to this CDS. Failure to completely fill out this form and submit with the request may result in denial of the request. Any further information, which may be useful in reviewing such a request, should also be attached to this form.

1. APPROVED EQUAL/CLARIFICATION/CHANGE IS BEING REQUESTED FOR

\_\_\_\_\_

TO BE USED IN PLACE OF (LIST TECHNICAL SPECIFICATION OR OTHER REFERENCE NUMBER, [e.g. Page 16, TITLE, Subsection, Item])

\_\_\_\_\_

2. DESCRIPTION OF PROPOSED APPROVED EQUAL/SUBSTITUTION

\_\_\_\_\_

3. PURPOSE OR REASON FOR REQUEST: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. DOES THIS PROPOSED APPROVED EQUAL REQUEST/SUBSTITUTION MEET ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS?

YES \_\_\_\_\_ NO \_\_\_\_\_ If no, please explain why:

\_\_\_\_\_

\_\_\_\_\_

5. LIST THREE (3) TRANSIT PROPERTIES WITHIN THE UNITED STATES WHICH HAVE USED THE PROPOSED APPROVED EQUAL REQUEST/SUBSTITUTION (LIST CALIFORNIA PROPERTIES FIRST).

A. COMPANY NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY/STATE/ZIP CODE \_\_\_\_\_  
AREA CODE/TELEPHONE NO. ( ) \_\_\_\_\_  
NAME OF CONTACT PERSON \_\_\_\_\_

B. COMPANY NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY/STATE/ZIP CODE \_\_\_\_\_  
AREA CODE/TELEPHONE NO. ( ) \_\_\_\_\_  
NAME OF CONTACT PERSON \_\_\_\_\_

C. COMPANY NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY/STATE/ZIP CODE \_\_\_\_\_  
AREA CODE/TELEPHONE NO. ( ) \_\_\_\_\_  
NAME OF CONTACT PERSON \_\_\_\_\_

6. LIST THE BENEFITS AND ANY OTHER REASONS WHY RTD SHOULD APPROVE THIS REQUEST FOR APPROVED EQUAL/SUBSTITUTION.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH PERTINENT TEST DATA, TECHNICAL DATA AND BACKGROUND INFORMATION ON THE APPROVED EQUAL SUBSTITUTION REQUESTED.**

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_



**IV**  
**CONTRACT DOCUMENTS**  
**Solicitation No. MSE-2008-02-RTCC**  
**Contract No. MSE-2008-**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, at Stockton, California, by and between the SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a body corporate and politic, created and existing under and pursuant to the laws of the State of California, hereinafter referred to as "RTD" and \_\_\_\_\_, hereinafter referred to as "Contractor",

WITNESSES THAT:

WHEREAS, Contractor was the successful Bidder on the Project of RTD hereinafter described and has furnished the required Bonds, if any, to RTD in the form required by those certain Contract Documents entitled, "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", Solicitation No. MSE-2008-02-RTCC, dated December 1, 2008.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties thereto as follows:

4.1 CONTRACT DOCUMENTS:

4.1.1 Complete Contract: The complete Contract between the parties shall consist of the following component parts, to-wit: This instrument; the NOTICE INVITING BIDS; the addenda, if any; the accepted Bid Form, including all required attached documents; the required bond(s) fully executed; and each of the component parts of the "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", Solicitation No. MSE-2008-02-RTCC dated December 1, 2008.

This instrument and the other documents mentioned above in this Section 4.1 constitute the complete Contract between the parties and the said other documents are as fully a part of this Contract as if hereto attached or herein repeated.

4.2.2 Order of Preference: In the event of any discrepancy between or among the portions of the Contract Documents, the following shall take precedence: (a) Change Orders; (b) Contract; (c) Addenda; (d) Special Provisions/Technical Specifications; (e) Instructions; (f) Specifications.

4.2.3 In no event may Contractor's final plans and specifications relieve any requirement contained in other portions of the Contract Documents, unless RTD has expressly agreed to waive the contract requirement in writing. This provision shall apply even when the Contractor's final plans and specifications are incorporated within the Contract Documents by a Change Order.

4.2 COMPLETION OF CONTRACT:

The Contractor is responsible for commencing and completing this project in accordance with the time periods set forth in Part V of the Contract Documents and Specifications.

4.3 CONTRACT PRICE:

The contract price for said Project, above described, is as follows:

4.4 WAIVERS:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract or a waiver of the same condition at a future time.

4.5 INSURANCE:

The Contractor shall obtain and maintain a standard commercial general liability policy providing bodily injury and property damage insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) per each occurrence and in the aggregate, insuring against any and all liability of the Contractor. The Contractor shall provide RTD with a certificate of insurance, naming RTD as an additional insured, which shall provide that the insurance may not be canceled or the coverage reduced without providing RTD a minimum of thirty (30) days prior written notice of such cancellation or reduction of coverage.

The Contractor shall also provide RTD with evidence of the fact that its employees are covered by workers' compensation insurance.

4.6 TIME IS OF THE ESSENCE:

Time is of the essence on this Contract.

4.7 HOLD HARMLESS PROVISION:

Contractor agrees to defend, indemnify and hold harmless RTD from any and all third party claims, losses, suits, demands and liens including attorneys' fees and costs, brought against RTD, its officers or employees, for bodily injury, damage to property and/or death to persons resulting directly and proximately from the negligent or wrongful performance of services under this Agreement. Contractor shall defend or settle, at its own expense, any action or suit against RTD for which it is responsible hereunder. As a condition to any indemnity hereunder, RTD shall notify Contractor promptly of any claim for which it is responsible hereunder.

4.8 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

- (1) 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.

- (2) 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.
- (3) 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.

#### 4.9 DISPUTE RESOLUTION:

- (1) **Dispute:** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTD. This decision shall be final and conclusive unless within ten (10) days from the date of the receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to RTD's General Manager/CEO. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager/CEO shall be binding upon the Contractor and the Contractor shall abide by the decision.
- (2) **Performance During Dispute:** Unless otherwise directed by RTD, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) **Claims For Damages:** Should either party to this Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (4) **Remedies:** Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between RTD and the Contractor arising

out of or relating to this Contract or its breach will be decided by arbitration, if the parties mutually agree, otherwise in a court of competent jurisdiction within the County of San Joaquin, State of California.

- (5) Rights and Remedies: The duties and obligations imposed by the Contract Documents and Specifications and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTD, or its representatives, or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### 4.10 RESPONSIBILITY:

The contractor will be responsible for the work performed under the terms of this contract to the extent provided by law. The Contractor agrees not to disclose information identified by RTD as proprietary to third parties, unless approved in advance by RTD or required by law.

RTD shall not be held liable or responsible for the maintenance and/or safety of the Contractor's equipment or supplies placed upon RTD's property in accordance with this Agreement. The Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

**SIGNATURES APPEAR ON THE NEXT PAGE**

IN WITNESS WHEREOF, the parties have executed these presents in several counterparts as of the day and year first above written.

RTD:

CONTRACTOR:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
DONNA DeMARTINO  
General Manager/CEO

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

Address, Telephone and Fax Numbers:  
421 East Weber Avenue-2<sup>nd</sup> Floor  
P.O. Box 201010  
Stockton, CA 95201  
Telephone No.: (209) 948-0645  
Fax No.: (209) 948-3366

Address, Telephone and Fax Numbers:

\_\_\_\_\_  
\_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_  
Fax No. (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

APPROVED

Federal Tax ID No. \_\_\_\_\_

\_\_\_\_\_  
Sharon Neel  
Procurement Manager - Contracts

APPROVED AS TO FORM:

\_\_\_\_\_  
Al Warren Hoslett  
Attorney for RTD

V

**TECHNICAL SPECIFICATIONS**

5.1 GENERAL DESCRIPTION:

RTD is currently seeking bids for the purchase of heavy-duty coach and automotive batteries. The Contractor is to provide all materials, labor, and equipment necessary for this project.

This specification prescribes minimum acceptable requirements for heavy-duty coach and automotive batteries, which will provide maximum safety, reliability and service with regular maintenance in normal transit service for a useful life of at least twelve (12) months; while taking advantage of the latest advancements in the field, particularly with regard to reliability of operation. The absence of specifications regarding detail implies that the best general practice will prevail and that first class quality material and workmanship are to be used.

The heavy-duty coach and automotive battery solicitation will result in two (2) year contracts with an option for one (1) additional year with various participating RTCC agencies. Product shall be delivered from Contractor's existing shelf stock within fifteen (15) days after issuance of a Contract or Purchase Order.

- All required documentation and forms must be completed and signed as required for the bid to be deemed responsive.
- The bid form and price quotation sheet must be completed in its entirety as required for the bid to be deemed responsive.
- Bidders shall submit the manufacturer's published price list with the bid as required for the bid to be deemed responsive.

| SCHEDULE OF EVENTS         |                |
|----------------------------|----------------|
| Event                      | Estimated Date |
| Release Bid Documents      | 12/01/08       |
| Pre-Bid Meeting            | 12/10/08       |
| Last Day for Questions     | 12/15/08       |
| Last Day for RTD Responses | 12/22/08       |
| Bid Due Date               | 01/05/09       |
| Contract Award             | TBD            |

5.2 RTD CONTACT REPRESENTATIVE:

For any questions, concerns, etc., regarding this Contract and/or the specifications, please contact:

Theodore Lino  
Contract Specialist  
421 East Weber Avenue  
PO Box 201010  
Stockton, CA 95201  
Phone: (209) 948-5566 x 657  
Fax: (209) 948-8516  
Email: tlino@sanjoaquinrtd.com

### 5.3 NO ADVANTAGE:

No advantage shall be taken by the Contractor in the omission of any product, process, or detail, which makes the Project complete and ready for service, even though such items are not mentioned in these Contract Documents and Specifications.

Each heavy-duty coach and automotive battery shall be delivered as a complete functional unit ready for operation, including all accessory items as may be required for the type of service herein specified.

### 5.4 WORKMANSHIP:

All workmanship shall be performed in a neat and professional manner and be of the highest quality available in the trade. All application processes shall be in strict accordance with product guidelines. No exceptions shall be made for other than professional work.

5.4.1 All units or parts not specified shall be manufacturer's standard units. In all cases, material must be furnished as specified, but if the term "Approved Equal", is used, RTD's Procurement Manager-Contracts, or her designee, must approve any material or equipment substituted for specified material or equipment.

5.4.2 Heavy-duty coach and automotive battery manufacturer shall assume responsibility for all material used in the construction and fabrication of heavy-duty coach and automotive batteries, whether same is made a by heavy-duty coach and automotive battery manufacturer or purchased ready-made from an outside source.

5.4.3 In the event that RTD or a participating RTCC agency experiences a high rate of battery failures, that particular RTCC agency shall exercise the right to bill the contractor for all labor charges directly related to the batteries replacement.

### 5.5 TIME IS OF THE ESSENCE:

Due to the daily requirements of RTD's operations, RTD must be able to continue to deliver service during the term of this Contract. It is important that the Contractor work efficiently and effectively.

## 5.6 WARRANTY:

All **8-D** High Cranking batteries shall be covered by the Manufacturer's twelve (12) months, one hundred percent (100%) full replacement, from date of sale to the participating RTCC Agency.

All **8-D** High Reserve Capacity batteries shall be covered by the Manufacturer's twelve (12) months, one-hundred percent (100%) full replacement, from date of sale to the participating RTCC Agency.

All **Type 31**, totally sealed, maintenance free batteries shall be covered by the Manufacturer's twelve (12) months, one-hundred percent (100%) full replacement, from date of sale to the participating RTCC Agency.

All **Type 65** automotive, truck and service vehicle batteries shall be covered by the manufacturer's thirty six (36) months, one-hundred percent (100%) full replacement warranty, from date of sale to participating RTCC Agency.

Each participating RTCC Agency shall notify the Contractor at the time of Warranty Claim, whether or not the battery should be replaced, or cash value is to be issued in the form of a credit, for a defective or failed battery.

## 5.7 FEDERAL DBE PROVISIONS

The Federal DBE Provisions are attached hereto as Appendix A and incorporated herein by reference. Your attention is directed to the provisions thereof to determine whether you as a Bidder are required to meet the requirements of the FTA DBE Provisions with respect to recruiting DBE businesses to perform portions of the contract that could be subcontracted.

RTD believes that subcontracting opportunities for this Project include, but are not limited to the following: NONE

In compliance with California Department of Transportation requirements in effect as of May 1, 2006, the San Joaquin RTD DBE program is race-neutral and precludes the assignment of specific DBE goals for federally-assisted contracts. Additionally, the RTD DBE program does not currently include an overall DBE goal for the current fiscal period and will participate in the state-wide goal of 13.5% for FTA-assisted contracts as set by the California Department of Transportation for FY 2008-2009.

If RTD has listed above areas of work for subcontracting opportunities, RTD believes that DBEs are available to perform each of these areas of work.

## 5.8 WORKMANSHIP/COMPLIANCE:

5.8.1 All workmanship, equipment, materials, and associated hardware shall be new, heavy-duty, first class and of the best/highest grade quality obtainable within the trade represented.



5.8.2 All aspects associated with these technical specifications shall comply with all Federal, State, County, City, and San Joaquin Valley Unified Air Quality Control District codes. Nothing in these specifications is to be construed to permit the installation of equipment, materials, or labor not conforming to these or all other Federal, State, County, City, and San Joaquin Valley Unified Air Quality Control District codes applicable to this project.

5.9 INTENTIONALLY OMITTED

5.10 INTENTIONALLY OMITTED

5.11 TIME FOR PERFORMANCE:

5.11.1 The Contractor shall be responsible for commencing the Project within fifteen (15) days of receiving from RTD a Notice To Proceed.

5.11.2 The Contractor shall complete performance under the contract within (1,095) days of the giving of the Notice To Proceed **or** on or before December 31, 2011.

5.12 MANUALS:

5.12.1 The Contractor shall provide, prior to Notice to Proceed, 3 manuals to each participating RTCC Agency for the product(s) being furnished.

5.12.3 RTD considers manuals to be very important to the day-to-day operations, especially after the warranty period has expired. It is therefore strongly recommended that the Contractor provide complete, orderly and easy to use documents.

5.13 TRAINING:

The Contractor will provide a minimum of two (2) hours of training to RTD personnel on familiarization, service, and operation of the batteries, including testing for warranty purposes.

5.14 DETAILED SPECIFICATIONS:

5.14.1 Bidder shall submit with their bid, Manufacturer's Specifications or literature covering heavy-duty coach and automotive batteries and/or accessories or equipment offered to meet the requirements of this specification.

5.14.2 If Bidder submits a copy of the standard specifications in compliance with the foregoing, he shall also submit, in addition thereto, supplemental specifications that describe in detail all additions to, deletions from or changes in Bidder's standard specifications that describes the equipment he proposes to furnish in compliance with these Contract Documents and Specifications.

5.15 STATEMENT OF TECHNICAL SERVICE AND PARTS REPRESENTATION:

5.15.1 Each Bidder must submit as part of its bid package the names and locations of technical service and parts representative(s) responsible for assisting RTD, as well as the location of the nearest depot that will furnish a complete supply of parts and components for the repair and replacement of materials to be supplied.

5.15.2 RTD does call to the Bidder's attention that service representatives should be within a seventy-five (75) mile radius of RTD, and be able to respond within ninety (90) minutes to any emergency notification from RTD.

5.16 SCOPE OF WORK:

**A. Delivery:**

Heavy-duty coach and automotive batteries shall be delivered F.O.B. to the participating RTCC agencies listed below, in accordance with this specification:

**DELIVERY ADDRESS:**

Santa Cruz Metropolitan Transit District (SCMTD)  
138 Golf Club Drive  
Santa Cruz CA 95060  
Monday – Friday 8:00 a. m. – 12:00 p. m.  
Monday – Friday 1:00 p. m. – 2:30 p. m

**BILLING ADDRESS:**

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

**DELIVERY ADDRESS:**

Golden Gate Transit District (GGT)  
1011 Anderson Drive  
San Rafael, CA 94901  
Monday – Friday 7:00a. m. to 2:00 p. m.

**BILLING ADDRESS:**

Golden Gate Transit District (GGT)  
P. O. Box 9000, Presidio Station  
San Francisco, CA 94129

**DELIVERY ADDRESS:**

Central Contra Costa Transit Auth. (CCCTA)  
2477 Arnold Industrial Way  
Concord, CA 94520  
Monday – Friday 7:00a. m. to 11:00 p. m.

**BILLING ADDRESS:**

Central Contra Costa Transit Auth. (CCCTA)  
2477 Arnold Industrial Way  
Concord, CA 94520

**B. Approved Heavy Duty Coach and Automotive Battery Manufacturers:**

Deka East/Penn  
AC Delco Battery  
Interstate Battery

All Batteries listed above, or approved equal, shall meet or exceed the standards set by the Battery Council International and the Society of Automotive Engineers.

**C. SPECIFICATIONS:**

**Coach Batteries – Group 1- Type 8-D**

- The heavy-duty 8-D coach batteries shall be a lead acid type, positive low antimony battery.
- The 8-D batteries will be used in: NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan, Twin Coach, M.A.N. and VanHool manufactured coaches.

**Case and Cover:**

- The 8-D battery case and cover shall be manufactured of polypropylene.
- Each battery cell shall have a plastic or rubber, threaded or push type plug.
- The Battery case, cover and plugs shall be constructed using "NEW" materials only. Reclaimed materials are not acceptable, except recycled lead and recycle polypropylene.

**Positive and Negative Plates:**

- The positive plates shall be Lead Acid, Low Antimony. The Negative plates shall be a lead Acid type.
- Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

**Separators:**

- The only plate separator that will be accepted in the batteries specified in this IFB shall be a Polyethylene, Micro-Porous, Envelope type separator.

**Post:**

- Battery posts shall be "Standard Heavy-Duty" automotive type. Contractor shall indicate extra charges, if any, on Bid Form for "Flag", "Angle", "Marine" or "Side Post" terminals.

**Handles:**

- All 8-D batteries shall have a Polypropylene rope carrying handle, with Polyethylene tube, as the standard, at each end of the battery.

**Gravity:**

- All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

**Coach Battery: Item A "8-D High Cranking Battery"**

- **Battery capacity:** Minimum of 430 minutes per twenty-hour (20 hr) rate system.
- **Exterior case dimensions:** Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).
- **Cranking power:** Minimum of 1550 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1300 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).
- **Reserve capacity:** Minimum of four hundred and thirty (430) minutes @ eighty degrees Fahrenheit (80° F).
- **Negative plates:** Minimum of .068" thickness.
- **Positive plates:** Minimum of .078" thickness.
- **Number of plates per cell:** Minimum of thirty (30) plates per cell.
- **Plate width and height:** Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

**Coach Batteries – Group 2****Coach Battery: Item B "8-D High Reserve Capacity Battery"**

- **Battery capacity:** Minimum of three hundred twenty-five (325) minutes per twenty-hour (20 hr) rate system.

- **Exterior case dimensions:** Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).
- **Cranking power:** Minimum of 1225 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1000 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).
- **Reserve capacity:** Minimum of three hundred and twenty-five (325) minutes @ eighty degrees Fahrenheit (80° F).
- **Negative plates:** Minimum of .068" thickness.
- **Positive plates:** Minimum of .078" thickness.
- **Number of plates per cell:** Minimum of twenty-three (23) plates per cell.
- **Plate width and height:** Minimum of four and three-quarters inches (4-3/4") x five and five-eighths inches (5-5/8").

### **Coach Batteries – Group 3 Type 31**

- The Type 31 coach batteries shall be maintenance free, totally sealed, calcium alloy (positive and negative plates), with an inspection eye on top of case.
- The Type 31 batteries will be used in NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan Twin Coach and VanHool manufactured coaches.

### **Case and Cover**

- The Type 31 battery case and cover shall be manufactured of polypropylene.
- The Battery case, cover and plugs shall be constructed using "NEW" materials only. Reclaimed materials are not acceptable, except recycled lead and recycle polypropylene.
- The Battery case shall have an inspection eye located on top of battery cover, at either end of battery case.

### **Positive and negative plates**

- The positive plates shall be Lead Acid, Calcium type. The Negative plates shall be a Lead Acid, Calcium type.
- Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

## Separators

- The only plate separator that will be accepted in the batteries specified in this bid shall be Polyethylene, Micro-Porous, Envelope type separators.

## Post

- Battery post shall be "Standard Heavy-Duty" stud type. Contractor shall indicate extra charges, **if any**, on Bid Form for "Marine" or "Side Post" terminals.

## Handles

- All 8-D/Type 31 batteries shall have a Polypropylene rope-carrying handle, with Polyethylene tube, as the standard, at each end of the battery.

## Gravity

- All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

## Coach Batteries – Group 4

### Coach Battery: Item 4 "Type 31 Battery"

- **Battery capacity:** Minimum of 180 minutes per twenty hour (20 hr) rate system.
- **Exterior case dimensions:** Approximately thirteen inches (13") length x nine and one-half inches (9-1/2") width (to top post).
- **Cranking power:** Minimum of 810 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 650 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).
- **Reserve capacity:** Minimum of one-hundred and eighty (180) minutes @ eighty degrees Fahrenheit (80° F).
- **Negative plates:** Minimum of .052" thickness.
- **Positive plates:** Minimum of .072" thickness.
- **Number of plates per cell:** Minimum of fourteen (14) plates per cell.
- **Plate width and height:** Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

### Coach and Automotive battery Labeling, Marking and Coding:

Each battery shall have manufacturer's product label attached to two (2) sides of each battery.

Each battery shall be identified as to Purchasing Agency, year and month of manufacture and serial number of battery, in at least one-quarter inch (1/4") high letters stamped on the battery, near one (1) of the terminals.

Each battery shall have a label attached to the top of the battery, identifying the RTCC Purchasing Agency, with a alpha letter abbreviation as follows:

GGTA as "GGT"  
SCMTD as "SCM"  
SJRTD as "RTD"  
CCCTA as "CC"

Each battery shall have a label attached on top of battery, identifying the month, year and date the battery was sold to each RTCC Purchasing Agency, as follows:

Year: Last two (2) digits in year of date sold, for example "08" for 2008.

Month: 01- January through 12 for December

Number of batteries sold in month: dash (-)1

For example, a battery marked RTD0807-1 would identify a battery sold to San Joaquin Regional Transit District (RTD) in the year 2008, month of July and the 1<sup>ST</sup> battery sold that month to RTD.

### **Battery Cores**

- Contract shall indicate battery core charge or battery core credit value on Bid Form sheet.
- Each participating RTCC Agency is responsible for keeping accurate count of cores picked up by Contractor.
- Contractor shall pick up all battery cores and warranty replacement batteries at time of delivery at each participating RTCC Agency at no charge.
- Contractor shall issue "Core Credit" at time of pick up for all used batteries.
- Contractor shall use either a Bill of Lading or Manifest to record shipments of cores picked up from each of the participating RTCC Agencies. A signed copy of the record shall be given to each participating RTCC Agencies facility at the time of battery core pick up.
- Contractor shall submit with their bid, their specification information that describes the handling/reprocessing and disposal of battery cores after they are picked up from a participating RTCC Agency.

- Contractor must submit with their bid the Name, Address, Telephone Number, State Identification Number and Contact person of Disposal Site to be used. Failure to provide this information may be cause for bidder to be determined as Non-Responsive.

## **Batteries – Group 5 (Type 65)**

### **Automotive, Truck and Service Vehicle Batteries:** **Minimum Specifications:**

- Cold Cranking Amps – 800A
- Reserve Capacity – 150 minutes
- Cranking Amps – 850A
- Length: 11 9/16"
- Width: 7 7/16"
- Height: 7 9/16"

Contractor shall indicate on Bid sheet, a specified percentage discount off the manufacturer's published price list.

#### 5.17 PAYMENT OF CONTRACT PRICE:

Contractor shall submit a monthly invoice for materials ordered and accepted by RTD. The invoice shall identify the contract number, the purchase order number, type of materials, quantity, unit prices and taxes. A packing list/proof of delivery will also be required.

#### 5.18 PRICE ADJUSTMENT:

Bid prices shall remain in effect for a minimum of twelve (12) months from February 1, 2009, to January 31, 2010. During the next successive twelve (12) month period and one (1) option period of the Contract, the prices for each of the battery products furnished hereunder may be adjusted (increased or decreased) on the anniversary date in the manner set forth herein. Only those price adjustments equal to the amount of any change in the actual cost to the Contractor procuring the battery products will be considered. Contractor shall notify RTD thirty (30) days prior to the date in which Contractor is requesting price adjustment. Contractor shall provide RTD with documentation from the battery manufacturer of its increase in cost. Such documentation shall, at a minimum, indicate the name of the Contractor's current supplier(s), the price(s) currently charged by such supplier(s), and the amount of price change. RTD shall research the Contractor's proposed price adjustments and the documentation submitted. Such research shall include but not be limited to an examination of the accuracy and reasonableness of the proposed adjustment and a determination as to whether the proposed adjustment is comparable to prices for the subject products currently paid by similar users/purchasers of such battery products. RTD shall have the right to make reasonable requests to the Contractor for additional information/documentation.



RTD shall notify the Contractor only if the proposed adjustment is unacceptable. If the adjustment as proposed is not acceptable to RTD, RTD and the Contractor shall negotiate a price adjustment within thirty (30) calendar days after the Contractor's submission of a request for price adjustment and accompanying documentation.

In the event RTD and the Contractor fail to reach an agreement on a price adjustment, the parties may agree to the continued performance of the Contract without making the price adjustment, or, alternatively, either party may terminate the Contract by giving the other party thirty (30) days written notice of such termination, during which period performance will continue without making the price adjustment.

## APPENDIX A

### FEDERAL DBE PROVISIONS

#### 1.0 Policy Statement

- A. RTD, recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to a Disadvantaged Business Enterprise Program for contracts in accordance with federal regulations 49 CFR Part 26, issued by the U. S. Department of Transportation (DOT).
- B. It is the policy of RTD to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in FTA-assisted contracts. It is also RTD's policy:
- To ensure nondiscrimination in the award and administration of FTA-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for FTA-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable laws;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers impacting the participation of DBEs in FTA-assisted contracts; and
- To assist in the development of DBE firms to enable them to compete successfully in the market place outside the DBE Program.
- C. Pursuant to 49 CFR Part 26.13, and as a material term of any agreement with RTD, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of the Contract:
1. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the 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 the Contract, which may result in the termination of the Contract or such other remedy as RTD deems appropriate.
- D. By submitting a proposal, the Contractor is deemed to have made the foregoing assurance and to be bound by its terms.

## 2.0 DBE Eligibility

- A. A small business concern must be certified as a DBE by CalTrans in accordance with 49 CFR Part 26, as of the date of submission of the bid. It is the Contractor's responsibility to verify that DBEs are certified.
1. Disadvantaged Business Enterprise. A DBE is a for-profit, small business concern:
    - (a) Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
    - (b) Whose management and small business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  2. Small Business Concern. A small business concern shall meet the definition and size standards of an existing small business as required by the Small Business Administration pursuant to 13 CFR Part 121, and the firm's annual average gross receipts for the previous three years cannot exceed \$17.4 million.
  3. Socially and Economically Disadvantaged Individuals. There is a rebuttable presumption that socially and economically disadvantaged individuals are persons who are citizens or lawful permanent residents of the United States and who are: African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, Women, or a member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.
- B. An individual cannot be presumed or determined to be economically disadvantaged if he has a personal net worth which exceeds \$750,000, excluding the individual's ownership interest in the DBE firm and the individual's primary residence. If the individual's personal net worth is more than \$750,000, a DBE must demonstrate at least 51% ownership and control by other socially and economically disadvantaged owners to maintain the firm's eligibility for DBE certification.

## 3.0 DBE Participation Goal

- A. Annual Overall Goal for DBE Participation. RTD participates in the overall state goal for DBE participation in FTA-assisted contracting as set by the California Department of Transportation. RTD intends to meet these goals through a

combination of measures including, but not limited to, implementing procedures in the bidding and award process to remove barriers to DBE participation, providing outreach to DBEs, providing technical assistance and, in some cases, establishing specific DBE availability advisory goals for particular projects with subcontracting opportunities.

- B. DBE Participation Goal for the Performance of the Contract. DBE participation will be achieved solely through race neutral means without any contract goals. However, Bidders are advised that RTD will analyze the data regarding the portions of Work that could be subcontracted out to small businesses, including DBEs, and whether DBEs are available to perform those types of Work.

If subcontracting opportunities may be available, RTD will set forth such information in its Contract Documents and Specifications. Bidders will be provided this information to facilitate consideration of small businesses, including DBEs, for subcontracting opportunities. The estimates by RTD if DBE availability for subcontracting participation will be expressed as DBE Availability Advisory percentages for specific contracting.

If subcontracting opportunities are determined by RTD to be available, Bidders are required to document their activities in the solicitation and selection of subcontractors to ensure that this process is carried out in a nondiscriminatory manner, as further described below.

- C. Available DBE Resources. Listings of certified DBEs are available from the following resource:

1. The California Department of Transportation (CalTrans) DBE Directory, which may be obtained through Electronic Information Bulletin Board Service. The Bulletin Board is accessible by modem and is updated weekly. It may be accessed by first contacting CalTrans' Business Enterprise Program at (916) 227-8937 and obtaining a user identification and password. The CalTrans DBE Directory may also be obtained by visiting the CalTrans website at [www.dot.ca.gov/hq/bep/index.htm](http://www.dot.ca.gov/hq/bep/index.htm).

The DBE Directory does not in any way pre-qualify the certified firms with respect to licensing, bondability, competence or financial responsibility.

Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### 4.0 Bidder Documentation for Subconsultants, Subcontractors and Suppliers

- A. Each Bidder must document the process it used throughout the bid preparation period for soliciting and selecting subbids, as follows:

1. Subbid Documentation. Bidders must submit the Prime Contractor and Subcontractor/Subconsultant/Supplier Report on Bid Form "G" provided in Part III of the Contract Documents, identifying the subbids it received.

Bidders are cautioned that, where applicable, the California subletting and subcontracting law generally prohibits substitution of subcontractors or adding subcontractors after bid opening.

2. Description of Selection Process of Subcontractors and Suppliers. Each Bidder shall provide a description of the process that was followed to select the subcontractors and suppliers proposed to be included in the Work and the steps taken to obtain small business and DBE participation. A Bidder must submit the DBE Form on Bid Form "H" and the DBE Form: Description of Selection Process of Subcontractors/Subconsultants/Suppliers on Bid Form "I" provided in Part III of the Contract Documents.

#### 5.0 Determining the Amount of DBE Participation

- A. Pursuant to 49 CFR Part 26.55, DBE participation includes that portion of the Contract Work actually performed by a certified DBE with its own forces. A DBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the Contract.
- B. A DBE's participation can only be counted if it performs a commercially useful function on the contract as defined in 49 CFR §26.55(c). A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the Work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the Work with its own forces, or subcontracts a greater portion of the Work than the normal industry standard, it is not performing a commercially useful function. A DBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the contract.
- C. The Contractor shall determine the amount of DBE participation for each DBE performing Work on the contract in terms of both the total value of the Work in dollars and the percentage of the total contract bid amount. The Contractor shall also determine the total amount of DBE participation for the entire Contract. The Contractor shall count DBE participation according to the following guidelines and in accordance with 49 CFR Part 26.55:
  1. DBE Prime Contractor. Count the entire dollar amount of the Work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the Work and the reasonable fees and commissions charged for the services. Do not count any Work subcontracted to another DBE firm as DBE participation by the DBE Prime Contractor, as such work will be counted under subparagraph 2, below.
  2. DBE Subcontractor. Count the entire amount of the Work performed or services provided by the DBE's own forces, including the cost of materials

and supplies obtained for the Work, except for materials and supplies purchased or leased from the Prime Contractor, and reasonable fees and commissions charged for the services. Do not count any Work subcontracted by a DBE subcontractor to another firm as DBE participation by said DBE subcontractor. If the Work has been subcontracted to another DBE, it will be counted as DBE participation for that other DBE.

3. DBE Joint Venture Partner. Count the portion of the Work that is performed solely by the DBE's forces or, if the Work is not clearly delineated between the DBE and the joint venture partner, count the portion of the Work equal to the DBE's percentage of ownership interest in the joint venture.
  4. DBE Manufacturer. Count 100% of the costs of materials and supplies obtained from a DBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the DBE is a prime contractor or subcontractor.
  5. DBE Regular Dealer. Count 60% of the costs of materials and supplies obtained from a DBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether a DBE is a prime contractor or subcontractor.
  6. Other DBEs. Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a DBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.
  7. DBE Trucking Company. Count the entire amount of the transportation services provided by a DBE trucking company that performs the Work using trucks it owns, insures and operates with its own employees on the contract.
- D. Count the entire amount of the transportation services provided by a DBE trucking company that performs the Work using trucks it leases from another DBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Contract.
- E. Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-DBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it

uses at least one truck that it owns, insures and operates with its own employees on the contract.

## 6.0 Recommendation for Award of Contract

- A. Evaluation of Bids. RTD shall review all of the information submitted by Bidders in accordance with the Contract Documents to determine a recommendation regarding compliance with the DBE program requirements for award of Contract to the lowest responsible Bidder. The Bidder shall cooperate with RTD if a request for additional information is made during this evaluation process.

## 7.0 Contract Compliance

- A. Substitution of Subcontractors/Suppliers. The Contractor shall not terminate a small business at any tier for convenience and then perform the Work with its own forces. The Contractor shall notify RTD in writing of any request to substitute a small business and provide appropriate documentation substantiating the substitution. Any substitution of a small business on the Contract is subject to the written approval of RTD.
- B. DBE Certification Status. If a DBE subcontractor is decertified during the life of the Project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the Project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Project Manager.
- C. Prompt Payment to Subcontractors. The Contractor shall pay any subcontractor approved by RTD for Work that has been satisfactorily performed no later than ten (10) days from the date of Contractor's receipt of progress payments by RTD. Within thirty (30) days of satisfactory completion of all Work required of the subcontractor, Contractor must release any retention payments withheld from the subcontractor. In the event Contractor does not make progress payments or release retentions to the subcontractors in accordance with the time periods in this section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.
- D. Reporting Requirements. The Contractor shall maintain records of all DBE participation in the performance of the Contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs.
1. The Contractor shall complete and submit on the 15th day of each month RTD's Prompt Payment Report, in a form to be provided by RTD, showing the name, address, date of payment, and the total dollar amount actually paid to each subcontractor performing Work on the contract. Upon completion of the Contract, the Contractor shall submit a Final Report, in a form to be provided by RTD, within thirty (30) days.

2. If the Contractor fails to submit the monthly Prompt Payment Report or the Final Report within the time period required in this section and has not received written approval for an extension, the Contractor agrees to pay a sum of fifty dollars (\$50) each day the report is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that RTD will sustain and which are impractical to ascertain. RTD may deduct the amount of liquidated damages from monies due Contractor.
- E. Administrative Remedies. In the event the Contractor fails to comply with the DBE requirements of the Contract in any way, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of the contract in whole or in part.



**APPENDIX B**

**FTA CERTIFICATION FORMS**

FORM

- APP-B1 BUY AMERICA CERTIFICATION (See Section 2.11)
- APP-B2 CERTIFICATION ON RESTRICTIONS ON LOBBYING (See Section 2.5)
- APP-B3 CERTIFICATION REGARDING FINANCIAL CONTRIBUTIONS
- APP-B4 CLEAN AIR – CLEAN WATER CERTIFICATION
- APP-B5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**FORM APP-B1**  
**BUY AMERICA CERTIFICATION**

**BUY AMERICA PROVISION:**

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

A Buy America 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 waiver from the Buy America Provision may be sought by San Joaquin Regional Transit District if grounds for the waiver exist.

Section 165(1) of the Surface Transport 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) of the Surface Transportation Assistance Act of 1982, as amendable, and the applicable regulations in 49 CFR 651.

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

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

OR

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, but it 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 and regulations in 49 CFR 661.7.

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

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE: \_\_\_\_\_

**FORM APP-B2**  
**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of \_\_\_\_\_  
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 any 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 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 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.

(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 certificate is a material representation of fact upon which reliance is 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 Section 1352, title 31, U. S. Code. 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.

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

SIGNATURE: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**FORM APP-B3**  
**CERTIFICATION REGARDING**  
**FINANCIAL CONTRIBUTIONS**

Certification to be executed by Bidder and each proposed first tier subcontractor whose subcontract exceeds \$100,000. Make additional copies of the Certification as necessary.

Bidder is responsible for collecting the Certification from each first tier subcontractor whose subcontract exceeds \$100,000 and submitting it along with its own Certification to RTD with the proposal on the date proposals are due.

Bidder is advised that if all Certifications are not submitted on the date proposals are due, they must be submitted within five (5) calendar days thereafter. Failure to submit all Certifications within five (5) calendar days following the date proposals are due may render the proposal non-responsive. See instructions in the RFP for submitting Certifications after proposal due date.

The undersigned certifies that:

1. It will not make any monetary or in-kind contribution (including loans) to any RTD Director, or any candidate for Director, from the date proposals are due until the award of the agreement.
2. It understands that the term "contribution" shall have the same meaning as defined in Government Code section 82015 and implementing regulations adopted by the Fair Political Practices Commission.
3. If Bidder is awarded the agreement, the undersigned shall continue to comply with this prohibition for three months following the award of the agreement.

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

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

**FORM APP-B4**  
**CLEAN AIR – CLEAN WATER CERTIFICATION**

THIS CERTIFICATION APPLIES TO ALL CONTRACTS EXCEEDING \$100,000, INCLUDING INDEFINITE QUANTITIES WHERE THE AMOUNT IS EXPECTED TO EXCEED \$100,000 IN ANY YEAR.

The undersigned certifies that:

Clean Air Certification:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clear Air Act, as amended, 42 U.S.C. §§7401, et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water Certification:

- (1) The Contractor agrees to comply will all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

**FORM APP-B5**  
**CERTIFICATION REGARDING DEBARMENT,**  
**SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
(Pursuant to 49 CFR Part 29, Appendix B)

- A. By signing and submitting this proposal, the Bidder is providing the signed certification set out below.
1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  2. The Bidder shall provide immediate written notice to RTD if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 (49 CFR Part 29). You may contact RTD for assistance in obtaining a copy of those regulations.
  4. The Bidder agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the department or agency with which this transaction originated.
  5. The Bidder further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", as set out below in Subsection (B), in all subcontracts and in all solicitations for lower tier covered transactions as modified to identify the subcontractor.
  6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

1. The Bidder certifies, by submission of this bid or proposal, that neither it nor its "principals," as defined at 49 C.F.R. §29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. If Bidder is unable to certify to the statements in this certification, Bidder shall attach an explanation to this proposal.

DATE: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## APPENDIX C

### FTA GRANT CONTRACT PROVISIONS (MATERIALS, SUPPLIES & EQUIPMENT)

#### 1. No Obligation By Federal Government

- (1) RTD and the 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 the contract and shall not be subject to any obligations or liabilities to RTD, the Contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.
- (2) 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 the provisions.

#### 2. Environmental Resource and Energy Protection and Conservation Requirements

- (1) Compliance with Environmental Standards (Clean Air and Clean Water Acts): The Contractor shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C., Sections 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C., Sections 1251 et seq.) and implementing regulations, in the facilities which are involved in the Project. The Contractor shall ensure that the facilities under ownership, lease or supervision, whether directly or under contract, that will be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) List of Violating Facilities. Contracts, and subcontracts of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C., Section 1857(h), Section 508 of the Clean Water Act (33 U.S.C., Section 1368), Executive Order No. 11738, EPA regulations (40 C.F.R. Part 15). The Contractor and any subcontractor thereof shall be responsible for reporting any violations to the Government (FTA) and to the EPA Assistant Administrator for Enforcement.
- (2) Energy Conservation: The Contractor and its subcontractors 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 U.S.C., Section 6321 et seq.).

#### 3. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RTD and FTA, as they may be amended or



promulgated from time to time during the term of its contract with RTD. Contractor's failure to so comply shall constitute a material breach of its contract with RTD.

4. State and Local Law Disclaimer

The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

5. Debarred Bidders (Over \$25,000)

The CONTRACTOR, including any of its officers or holders of a controlling interest, and its subcontractors are obligated to inform RTD whether or not they are or have been debarred, suspended, ineligible or voluntarily excluded from participation in federally funded contracts and pursuant to Executive Order Nos. 12549 and 12689, "Debarment and Suspension", 31 U.S.C. §6106 note and U.S. DOT regulations 49 CFR Part 29. Should CONTRACTOR or a subcontractor be included on such a list or determined ineligible during the performance of this Contract, the CONTRACTOR shall so inform RTD. The Contractor is required to include this provision in any lower tiered subcontract where the contract amount is over \$25,000.

6. Lobbying Restrictions (Contracts Over \$100,000)

A. Definitions

1. Agency. Agency, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).
2. Covered Federal Action. Covered Federal action means any of the following Federal actions:
  - a. The awarding of any Federal contract;
  - b. The making of any Federal grant;
  - c. The making of any Federal loan;
  - d. The entering into of any cooperative agreement; and
  - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

3. Influencing or Attempting to Influence. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before 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 covered Federal action.

4. Officer or Employee of an Agency. Officer or employee of an agency includes the following individuals who are employed by an agency:
  - a. An individual who is appointed to a position in the Government under Title 5, U.S. Code, including a position under a temporary appointment;
  - b. A member of the uniformed services as defined in section 101(3), Title 37, U.S. Code;
  - c. A special Government employee as defined in section 202, Title 18, U.S. Code; and,
  - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, U.S. Code Appendix 2.
  
5. Person. Person means an individual, corporation, company, association, authority, firm, partnership, society, state and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  
6. Reasonable Compensation. Reasonable compensation means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
  
7. Reasonable Payment. Reasonable payment means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
  
8. Recipient. Recipient includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
  
9. Registered Lobbyist. A person who is registered as a lobbyist with the Federal Government pursuant to the Lobbying Disclosure Act of 1995.
  
10. Regularly Employed. Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration

of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

B. Prohibition

1. 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.
2. The prohibition does not apply as follows:
  - a. Agency and legislative liaison by Own Employees.
    - 1) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - 2) For purposes of paragraph B(2)(a)(i) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
    - 3) For purposes of paragraph B(2)(a)(i) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
      - i. Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
      - ii. Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
    - 4) For purposes of paragraph B(2)(a)(i) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
      - i. Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; and

- ii. Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission.
  - 5) Only those activities expressly authorized by this Section are allowable under this Section.
- b. Professional and technical services by Own Employees.
- 1) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
  - 2) For purposes of paragraph B(2)(b)(i) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the Engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
  - 3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include

- those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- 4) Only those services expressly authorized by this Section are allowable under this Section.
- c. Reporting for Own Employees: No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.
- d. Professional and Technical Services by Other Than Own Employees.
- 1) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
  - 2) For purposes of paragraph B(2)(d)(i) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the Engineer is providing technical services but not

directly in the preparation, submission or negotiation of a covered Federal action.

- 3) Requirements imposed by or pursuant to law as condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- 4) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- 5) Only those services expressly authorized by this Section are allowable under this Section.

C. Disclosure

1. Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in the attachment hereto, that the person has not made, and will not make, any payment prohibited by paragraph B(1).
2. 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 unappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph B(1) if paid for with appropriated funds.
3. Each person shall file a disclosure form at the end of the 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:
  - a. 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
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action;
  - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
4. Any person who requests or receives from a person referred to in paragraph C(1) 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.

5. Each person registered as a lobbyist with the Federal Government pursuant to the Lobbying Disclosure Act of 1995.
6. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward the disclosure forms to the agency.

D. Agreement

In accepting the award of the Contract, CONTRACTOR agrees not to make any payment prohibited by this clause.

E. Penalties

1. Any person who makes an expenditure prohibited under paragraph B(1) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
2. 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.
3. Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this Article 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.

G. Lobbying With Nonfederal Funds

Nothing in this Article shall be construed to prohibit a CONTRACTOR from lobbying federal agencies or Congress using the CONTRACTOR'S own funds rather than the revenues received under this Contract. However, if a CONTRACTOR makes any contact with a federal agency or Congress with the intent to influence a decision on a covered federal action affecting RTD using nonfederal funds, the CONTRACTOR shall complete the attached Disclosure of Lobbying Activities form and submit it to RTD as required under subparagraph C, above.

7. Fly America:

Pursuant to the provisions set out in the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. §40118 and in accordance with U.S. GAO regulations, "Uniform Standards and Procedures for Transportation

Transactions," 4 CFR Part 52, and U.S. GAO Guidelines for Implementation of the "Fly America Act," B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981; the costs of international air transportation of any persons involved in, or property acquired for, the Contract are not reimbursable unless the transportation is provided by a United States flag air carrier, to the extent that such a carrier is available.

8. Buy America Act (Over \$100,000)

- A. The bidder's attention is directed to the Buy America requirement set forth in 49 U.S.C. §5323(j), FTA regulations at 49 CFR Part 661, and any guidance issued by FTA. The CONTRACTOR agrees to comply with 49 U.S.C. §5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000). Separate requirements for rolling stock are set out at §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock not subject to a general waiver must have a 60 percent domestic content (components and subcomponents) and final assembly must occur in the United States.
- B. A Buy America Certificate (Alternative "A" or "B" as set out in the bid documents) for steel, iron and manufactured goods and/or for Rolling Stock must be completed and submitted with the bid. A bid that does not include the applicable Alternative "A" or "B" Certificate(s) is non-responsive. A pre-award Buy America audit is required for rolling stock. If a bidder submitting the Alternative "A" certificate is unable to demonstrate, if applicable, compliance with the a Buy America pre-award audit to the satisfaction of RTD, the bidder's bid will be deemed to be non-responsive. If a bidder entering into a contract with RTD does not comply with the Buy America requirements, RTD may cancel the Contract.
- C. Execution of the Alternative "B" Certificate constitutes an application by the bidder for a waiver from the Buy America requirement. The low bidder shall provide all documentation necessary to support the application for a waiver within ten days from, the date of bid opening. If a bidder includes the Alternative "B" Certificate and a waiver is not granted by FTA, the bidder's bid will be deemed to be non-responsive. The grounds for a waiver for rolling stock are set out below in paragraph E.(2)(c)&(d).
- D. Pursuant to 49 U.S.C. §5323(j)(5) and 49 C.F.R §661.18, any person determined by a Federal agency or court to have affixed a false "Made in America" label to foreign products or otherwise falsely represented that a product was produced in the United States shall be ineligible to receive contracts funded under the Inter-modal Surface Transportation Efficiency Act of 1991.



- E. Section 49 U.S.C. §5323(j) and FTA implementing regulations at 49 C.F.R Part 661 set forth, in part, the following requirements:
1. The Secretary of Transportation may obligate an amount that may be appropriated to carry out a project only if the steel, iron, and manufactured goods used in the project are produced in the United States.
  2. The Secretary of Transportation may waive paragraph (1) of this subsection if the Secretary finds that -
    - a. applying paragraph (1) would be inconsistent with the public interest;
    - b. the steel, iron, and manufactured goods produced in the United States are not produced in a sufficient and reasonably available amount or are not of satisfactory quality;
    - c. when procuring rolling stock (including train control, communication, and traction power equipment) under 49 U.S.C. §5301 et seq. -
      - 1) the cost of the components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the rolling stock; and
      - 2) final assembly of the rolling stock has occurred in the United States; or
    - d. including domestic material will increase the cost of the overall project by more than 25 percent.
    - e. Labor costs involved in the final assembly are not included in calculating the cost of components.
  3. Section 661.5 of the FTA regulations provide that:
    - a. Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a project unless all iron, steel, and manufactured products used in the project are produced in the United States.
    - b. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
    - c. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines and bridges. These items include, but are not limited to, structural steel or iron,

steel or iron beams and columns, running rail and contract rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock.

- d. For a manufactured product to be considered produced in the United States, all of the manufacturing processes for the product must take place in the United States, and all of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its sub-components.

4. Section 661.11 of the FTA regulations provide that:

- a. The provisions of §661.5 do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components produced in the United States is more than 60 percent of the cost of all components and final assembly takes place in the United States.
- b. The domestic content requirements in paragraph (a) of this section also apply to the domestic content requirements for components set forth in paragraphs (i), (j), and (l) of this section.
- c. A component is any article, material or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.
- d. A component may be manufactured at the final assembly location if the manufacturing process to produce the component is an activity separate and distinct from the final assembly of the end product.
- e. A component is considered to be manufactured if there are sufficient activities taking place to advance to value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new or functionally different article.
- f. Except as provided in subparagraph (k) of this section, a subcomponent is any article, material or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (c) of this section) in the manufacturing process and that is incorporated directly into a component.
- g. For a component to be of domestic origin, more than 60% of the subcomponents of that component, by cost, must be of domestic

origin and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost of the component may be used in calculating the cost of domestic content of equipment an end product.

- h. A subcomponent is of domestic origin if it is manufactured in the United States.
- i. If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and receives tariff exemptions under the procedures set forth in 19 CFR §10.11 through 10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even is such subcomponent represents less than 60 percent of the cost of a particular component.
- j. If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR §10.11 through 10.24, the subcomponent loses its domestic identity and cannot be included in the calculation of the domestic content of an end product.
- k. Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purpose of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.
- l. If a component is manufactured in the United States, but contains less than 60 percent domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.
- m. For the purposes of this section, except as provided in paragraph (o) of this section:
  - 1) The cost of the component or subcomponent is the price the bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of foreign components and subcomponents.
  - 2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component or

subcomponent is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and administrative and overhead costs attributable to that component or subcomponent under normal accounting principals.

- n. The cost of a component of foreign origin is set using the foreign exchange rate at the time the bidder or offeror executes the appropriate Buy America certificate.
  - o. The cost of a subcomponent that retains its domestic identity consistent with subparagraph (j) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing as set out in the invoice and entry papers or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing as set out in the invoice and entry papers.
  - p. In accordance with 49 U.S.C. §5323(j), labor costs involved in final assembly shall not be included in calculating component costs.
  - q. The actual cost, not the bid price, of a component is to be considered in calculating domestic content.
  - r. Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.
  - s. An end product means any item subject to 49 U.S.C. §5323(j) that is to be acquired by a grantee, as specified in the overall project contract.
- 5. Appendix A to §661.11 provides that the provisions of §661.11 do not apply when foreign sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.
  - 6. A listing of the items included under the definition of train control and traction power equipment is set out at 49 CFR §661.11 (t) and (u).
  - 7. Bidders should consult the complete text of Part 661 of Title 49 of the Code of Federal Regulations regarding applicable Buy America requirements.

9. Incorporation of FTA Terms:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any of RTD's requests, which would cause RTD to be in violation of the FTA terms and conditions.



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

December 8, 2008

PROSPECTIVE BIDDER

Subject: IFB #MSE-2008-02-RTCC, Purchase of Heavy Duty Coach  
and Automotive Batteries  
Addendum No.1

**ADDENDUM NO. 1**

Enclosed is Addendum No. 1 to the Invitation For Bids Solicitation No. MSE-2008-02-RTCC that was issued by San Joaquin Regional Transit District (RTD) on December 1, 2008.

**Pre-Bid Conference Section has been modified.**

Please contact the undersigned at 209-948-5566 x 657 or tino@sanjoaquinrtd.com if you have questions regarding this addendum or are missing any of the pages from the enclosure list.

Sincerely,

Theodore Lino  
Contracts Specialist

C: Donna DeMartino, General Manager/CEO  
Gloria Salazar, Assistant General Manager/CFO  
Al Warren Hoslett, Attorney at Law  
Brad Menil, Project Manager  
Document Control

enclosure:

Addendum No. 1

BOARD OF DIRECTORS | CHAIR Joni Bauer | VICE CHAIR Floyd H Weaver | Secretary S Giovanetti | Duane Isetti | D David Smith  
GENERAL MANAGER | CEO Donna Kelsay



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

December 8, 2008

**ADDENDUM NO. 1**

Addendum No. 1 to the Invitation for Bids No. MSE-2008-02-RTCC For Purchase of Heavy Duty Coach and Automotive Batteries that was issued by the San Joaquin Regional Transit District (RTD) on December 1, 2008.

The following changes were made, and are in ***Italic Bold Letters*** in this Addendum:

**Page 2, Paragraph 6 has been modified to read as follows:**

***A pre-bid conference will be held at 10:00 A. M. on Wednesday, December 10, 2008, at RTD's Board Room, at the address indicated above.***

BOARD OF DIRECTORS | CHAIR Joni Bauer | VICE CHAIR Floyd H Weaver | Mary S Giovanetti | Duane Isetti | D David Smith  
GENERAL MANAGER | CEO Donna Kelsay



December 11, 2008

PROSPECTIVE BIDDER

Subject: IFB #MSE-2008-02-RTCC, Purchase of Heavy Duty Coach  
and Automotive Batteries  
Addendum No. 2

**ADDENDUM NO. 2**

Enclosed is Addendum No. 2 to the Invitation For Bids Solicitation No. MSE-2008-02-RTCC that was issued by San Joaquin Regional Transit District (RTD) on December 1, 2008.

The following revisions were made to the Contract Documents and Specifications and are in bold italic letters in the enclosed Addendum No. 2:

Page 1 Notice Inviting Bids: Term of Contract, Fourth Paragraph – modified.

Pages 22-27 Bid Form: Replaced.

Page 50 Section 5.6 Warranty: - modified.

Page 55 Case and Cover: Last bullet deleted.

Page 56 Coach Batteries-Group 4: Delete all 8 bullets –Item not required.

Page 57 Battery Cores: Third & fourth bullets – modified.

Page 58 Section 5.18 Price Adjustment: - A second paragraph added.

Please contact the undersigned at 209-948-5566 x 657 or tlin@sanjoaquinrtd.com if you have questions regarding this addendum or are missing any of the pages from the enclosure list.

Sincerely,

Theodore Lino  
Contracts Specialist

c: Donna DeMartino, General Manager/CEO  
Document Control



e-copies Gloria Salazar, Assistant General Manager/CFO  
Al Warren Hoslett, Attorney at Law  
Brad Menil, Project Manager  
Nicole Gilardi, GGT  
RTCC Participating Agencies

enclosure: Addendum No. 2 – 9 pages  
Sign In Sheet for Pre-bid Conference – 2 pages  
Plan holders list – 1 page



## **ADDENDUM NO. 2**

Addendum No. 2 to the Invitation for Bids No. MSE-2008-02-RTCC For Purchase of Heavy Duty Coach and Automotive Batteries that was issued by the San Joaquin Regional Transit District (RTD) on December 1, 2008.

The following changes were made, and are in ***Italic Bold Letters*** in this Addendum:

**Page 1 - TERM OF CONTRACT:** Paragraph 6 has been modified to read as follows:

***The Contract commencement date shall be fifteen (15) days after execution of the written Contract or Purchase Order with each participating RTCC Agency. Notification of award shall be made to the successful bidder in writing by RTD for the San Joaquin Regional Transit District (RTD) only.***

**Page 22 through 27 - BID FORMS:** ***replaced in its entirety, the attached revised bid forms will be the only forms accepted with the bid.***

**Page 50 – SECTION 5.6 WARRANTY:** Section 5.6 shall now read:

All **8-D** High Cranking batteries shall be covered by the Manufacturer's twelve (12) months ***warranty***, one hundred percent (100%) full replacement, from date of ***installation*** to the participating RTCC Agency.

All **8-D** High Reserve Capacity batteries shall be covered by the Manufacturer's twelve (12) months ***warranty***, one hundred percent (100%) full replacement, from date of ***installation*** to the participating RTCC Agency.

All **Type 31**, totally sealed, maintenance free batteries shall be covered by the Manufacturer's twelve (12) months ***warranty***, one-hundred percent (100%) full replacement, from date of ***installation*** to the participating RTCC Agency.

All **Type 65** automotive, truck and service vehicle batteries shall be covered by the manufacturer's thirty six (36) months ***warranty***, one hundred percent (100%) full replacement warranty, from date of ***installation*** to participating RTCC Agency.

**Page 55 – Coach Batteries:** The first bullet has amended to read as follows:

- ***The Type 31 coach batteries shall be maintenance free, totally sealed, calcium alloy (positive and negative plates), Part Number PPE31CS deep cycle-dual purpose battery or approved equal.***

**Page 55 – Case and Cover:** The following bullet has been deleted.

- *The Battery case shall have an inspection eye located on top of battery cover, at either end of battery case.*

**Page 56 – Coach Batteries – Group 4:**

- *Specifications for Coach Batteries Group 4 has been deleted in its entirety.*

**Page 57 – Battery Cores:** The third bullet shall now read:

- *Contractor shall pick up all available battery cores* including warranty replacement batteries at time of delivery at each participating RTCC Agency at no charge.

**Page 57 – Battery Cores:** The fourth bullet shall now read:

- Contractor shall issue "Core Credit" at time of pick up for all used batteries.  
*Credit will be issued/applied to the participating agency within 30 days.*

**Page 58 – PRICE ADJUSTMENT:** The following paragraph has been added:

*In the event that the RTD finds the proposed adjustment acceptable, the option period will automatically go into effect without further notification, and the price adjustment shall apply to the next option period.*

## A. BID FORM

TO: SAN JOAQUIN REGIONAL TRANSIT DISTRICT  
 421 East Weber Avenue  
 PO Box 201010  
 Stockton, CA 95201

ATTENTION: General Manager/CEO

Ladies and Gentlemen:

Pursuant to and in compliance with your NOTICE INVITING BIDS, dated December 1, 2008, the undersigned, being familiar with the "CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PURCHASE OF HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES", MSE-2008-02-RTCC dated December 1, 2008, and addenda, if any, thereto, hereby proposes to furnish any and all required labor, material, transportation, equipment, services and taxes necessary to comply with the requirements of said Contract Documents and Specifications and in conformity with said NOTICE INVITING BIDS and with said CONTRACT DOCUMENTS AND SPECIFICATIONS, for the following sum, to-wit:

| <b>Column No.</b>  | <b>1</b>     | <b>2</b>     | <b>3</b>               | <b>4</b>           | <b>5</b>                  | <b>6</b>          | <b>7</b> |
|--|--------------|--------------|------------------------|--------------------|---------------------------|-------------------|----------|
| Group No   | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees Core Charge | Price Per Battery | Total    |
| 1  |              |              |                        |                    | \$                        | \$                | \$       |
| 2  |              |              |                        |                    | \$                        | \$                | \$       |
| 3  |              |              |                        |                    | \$                        | \$                | \$       |
| 4  | deleted      | deleted      | deleted                | deleted            | deleted                   | deleted           | deleted  |
| 5  |              |              |                        |                    | \$                        | \$                | \$       |
| <b>Total</b>   |              |              |                        |                    |                           |                   | \$       |
| California Sales Tax*  |              |              |                        |                    |                           |                   | \$       |
| <b>Grand Total</b>   |              |              |                        |                    |                           |                   | \$       |
| * San Joaquin County Sales Tax is currently 8%. Each County Sales Tax may vary from this amount. For estimating purposes, 8% Sales Tax will be used. |              |              |                        |                    |                           |                   |          |
| <b>Column 4 times Column 6, equals Column 7 Product Bid Price</b>  |              |              |                        |                    |                           |                   |          |

Bidders must break down its bid price, on the tables at the end of this Bid Form to be deemed responsive. Whenever brand, manufacturer or product names are indicated in these specifications, they are included only for the purpose of establishing identification and general description of the item. Whenever such names appear, the term or Approved Equal is considered to follow. See Section 2.13 for additional information.

- In submitting this bid, Bidder understands the right is reserved by RTD to reject any and all Bids, to accept that Bid which best corresponds to RTD requirements in quality, fitness and capacity, and to waive any informality in any Bid received.

2. If written notice of the acceptance of this Bid is mailed, telegraphed, telephoned or delivered to the undersigned within one hundred twenty (120) days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form with fifteen (15) days after the form of Contract is presented for execution.
3. ATTACHED DOCUMENTS: The undersigned has attached to this Bid all documents and information required by the Contract Documents and Specifications, including specifically those items listed on Part III, Required Bid Documents.
4. The undersigned Bidder hereby represents and warrants as follows:
  - a. That neither the General Manager/CEO, nor any Director, officer, or employee of RTD is in any manner interested, directly or indirectly, in the bid or in the Contract which may be made under it, or any expected profits to arise therefrom.
  - b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
  - c. No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
5. The undersigned hereby acknowledges receipt of the following addenda, which have been issued by RTD in connection with this Project:
 

|                              |                              |
|------------------------------|------------------------------|
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
| Addendum No. ____ Date _____ | Addendum No. ____ Date _____ |
6. The undersigned has checked carefully all of the above figures and understands that the San Joaquin Regional Transit District will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
7. The undersigned acknowledges that any interlineations, alterations or changes in this Bid Form or in any of the terms and provisions of the Contract Documents and Specifications may cause this Bid to be rejected as being non-responsive.

WITH RESPECT TO THE REPRESENTATIONS SET FORTH IN THIS BID, THE UNDERSIGNED DECLARES AND STATES UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME/TITLE (Print): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

If Bidder is:

1. An individual using a firm name, sign: Example, "John Doe, individually and doing business as Blank Co."
2. An individual doing business under his own name, sign his own name only.
3. A co-partnership, sign: Example, "John Doe and Richard Coe, Co-partners doing business as Blank Co."
4. A corporation, sign: Example, "Blank Co. by John Doe, secretary (or other title)" and affix seal of corporation.

**Price Quotation Sheet**

San Joaquin Regional Transit District (RTD) and participating RTCC agencies will be purchasing **new heavy-duty coach and automotive batteries**. Quantities are based on the RTD's prior annual purchase history. Approximate quantities are listed below, RTD and participating RTCC agencies do not guarantee any specific quantities. Bidders are required to complete and sign all required forms. **Bidders shall submit the manufacturer's published price list for year one with the bid to be considered responsive. Contractor shall submit manufacturer's published list price for YEAR TWO and YEAR THREE thirty (30) days prior to the end of the first and second year of Contract. Bidders shall apply the same margin of profit used in Year ONE to years TWO and THREE of the contract.**

| Estimated Yearly Usage | <b>Group 1<br/>Type D<br/>High Cranking</b> | Manufacturer | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees Core Charge | Price Per Battery |
|------------------------|---|--------------|--------------|--------------------|-------------------|---------------------------|-------------------|
| <b>315</b>             |   |              |              |                    |                   | \$                        | \$                |

Warranty period: 12 Months      100% Full Replacement      Terminal Fees/Core charge: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.      Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED: This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.**

---



---

| Estimated Yearly Usage | <b>Group 2<br/>Type D<br/>High Reserve Capacity</b> | Manufacturer | Product Code | Cold Cranking Amps | Reserved Capacity | Terminal Fees Core Charge | Price Per Battery |
|------------------------|---|--------------|--------------|--------------------|-------------------|---------------------------|-------------------|
| <b>235</b>             |   |              |              |                    |                   | \$                        | \$                |

Warranty period: 12 Months      100% Full Replacement      Terminal Fees/Core charge: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.      Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED: This criterion will be used to determine the reasonableness of the pricing for years two and three of the contract. Please attach additional pages if necessary.**

---

| Estimated<br>Yearly<br>Usage | <b>Group 3<br/>Type 31<br/>*</b> | Manufacturer | Product<br>Code | Cold<br>Cranking<br>Amps | Reserved<br>Capacity | Terminal Fees<br>Core Charge | Price Per<br>Battery |
|------------------------------|----------------------------------|--------------|-----------------|--------------------------|----------------------|------------------------------|----------------------|
| <b>477</b>                   |                                  |              |                 |                          |                      | \$                           | \$                   |

\*PPE31CS dual-purpose battery or "Approved Equal"

Warranty period: 12 Months    100% Full Replacement    Terminal Fees/Core charge: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.    Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:  
This criterion will be used to determine the reasonableness of the pricing for years  
two and three of the contract. Please attach additional pages if necessary.**

---



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**\*GROUP 4 DELETED NOT REQUIRED\***

| Estimated<br>Yearly<br>Usage | <b>Group 5<br/>Type 65</b> | Manufacturer | Product<br>Code | Cold<br>Cranking<br>Amps | Reserved<br>Capacity | Terminal Fees<br>Core Charge | Price Per<br>Battery |
|------------------------------|----------------------------|--------------|-----------------|--------------------------|----------------------|------------------------------|----------------------|
| <b>20</b>                    |                            |              |                 |                          |                      | \$                           | \$                   |

Warranty period: 36 Months    100% Full Replacement    Terminal Fees/Core charge: \$ \_\_\_\_\_ ea.

Payment Terms: \_\_\_\_\_%\_net \_\_\_\_\_ days.    Discounts: \_\_\_\_\_ % net \_\_\_\_\_ days.

**PLEASE EXPLAIN BELOW HOW THE FINAL PRICE PER BATTERY WAS DETERMINED:  
This criterion will be used to determine the reasonableness of the pricing for years  
two and three of the contract. Please attach additional pages if necessary.**

---



---



## QUESTIONS AND CLARIFICATIONS

The responses to bidder inquiries, unless incorporated into a formal amendment or change order to the contract, are not a part of the contract and are provided for the bidder's convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The responses may be considered along with all other information furnished to prospective bidders for the purpose of bidding on the project. The availability or use of information provided in the responses to bidder inquiries is not to be construed in any way as a waiver of the provisions of the contract, the plans, technical specifications nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent responses or addenda may affect or vary a response previously given.

1. The Contract shall be a two (2) year contract with an option by the participating RTCC agency to extend the contract for a third year.

**It was confirmed by all participants that they understood the term of the contract.**

2. Bidders will submit the Manufacturer's Published List Price with the bid. The accepted Bid Price shall be fixed for indefinite quantity for twelve months.

**It was confirmed by all participants that they understood that the Manufacturer's Published List Price will be submitted with the bid and with subsequent request for Price Adjustment thirty (30) days prior to the commencement of the second and third years as detailed in page one of the Notice Inviting Bids.**

3. WAREHOUSING / ACCESSABILITY:

The matter of storage was discussed; potential bidders understood and confirmed that the successful bidder would deliver the batteries ordered from its storage facility. RTD and Participating RTCC Agencies will not warehouse batteries.

In addition in the case of an emergency where it would be necessary for the RTCC participating agencies to require an unusual quantity of batteries within a short lead time, the Contractor will be expected to respond by phone with the time specified in Subsection 5.12.2.

4. BID FORMS:

Potential bidders were reminded that **all required forms must be completed** and submitted with the bid.

5. LIST OF BATTERIES TYPES AND GROUP NUMBERS:

**Potential bidders reviewed the list and were satisfied, with the specifications except the specifications for Group 4 batteries. Specifications for Group 4 batteries have been deleted via Amendment 2.**

6. **QUESTION:** Will the successful bidder be expected to assume the warranty on the batteries currently in use at the Agency?

**CLARIFICATION:** No, however Contractor will be required to assume the warranty on batteries received in new coaches from the coach manufacturer.

7. **QUESTION:** Will the successful bidder be expected to assume the warranty on the batteries purchased during the final weeks of the Contract?

**CLARIFICATION:** Yes, the warranty stated at time of purchase will be enforced the until the end of the warranty period.

8. **QUESTION:** Will the potential bidders be expected to include the core charge in the pricing?

**CLARIFICATION:** Yes, core charges will be included in the pricing; core charge varies, and Participating RTCC Agencies are expecting only charges stated in the bid.





Rick Zurfluh  
Sales Representative

Office: 510 352-1233  
Fax: 510 352-1221  
Mobile: 925 766-5839

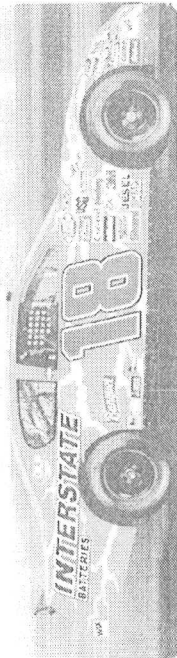
14300 Catalina Street  
San Leandro, CA 94577-5514



INTERSTATE BATTERY SYSTEM OF SAN FRANCISCO/TRI VALLEY  
1680 GLEBEITH RD. • BURLINGAME, CA 94010

George Salitti  
District Sales Manager

Phone 650.692.5949  
Fax 650.692.1143  
Cell 650.444.1954



INTERSTATE BATTERY SYSTEM OF TRI VALLEY  
2990 BAYSHORE RD. • BENICIA, CA 94510

Steve Logsdon  
General Manager

707-748-7122  
Fax 707-748-1003  
Cell 707-372-5953

Email [steve.logsdon@ibsa.com](mailto:steve.logsdon@ibsa.com)



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DONNA TORRES

ACCOUNT EXECUTIVE

CELL (916) 206-8776

(916) 484-7974

800-321-0714

Fax (916) 484-1415

3190B Orange Grove Ave.

N. Highlands, CA 95660

[donna@cellenergy.com](mailto:donna@cellenergy.com)



CELL ENERGY INC.  
*Batteries For Everything*

TONY REYES

PH (916) 484-7974

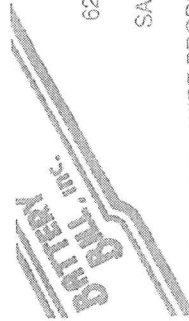
3190B Orange Grove Ave.

N. Highlands, CA 95660

[Tony@Batteries4Everything.com](mailto:Tony@Batteries4Everything.com)

800-321-0714

Fax (916) 484-1415



625 SUNBEAM AVENUE  
(Richards at N. 12th)  
SACRAMENTO, CA 95814

BATTERIES • WIRE PRODUCTS • CHARGERS  
Largest variety of batteries under one roof in the U.S.A.  
DELCO • BOND

Phone (916) 443-9018

RANDY WILLIS  
Battery Consultant





December 17, 2008

PROSPECTIVE BIDDER

Subject: Solicitation No.: IFB # MSE-2008-02-RTCC, Purchase of Heavy Duty Coach and Automotive Batteries  
Addendum No. 3

**ADDENDUM NO. 3**

Enclosed is Addendum No. 3 to the Invitation for Bids (IFB# MSE-2008-02-RTCC) Purchase of Heavy Duty Coach and Automotive Batteries that was issued by San Joaquin Regional Transit District (RTD) on December 1, 2008.

Each page in the addendum package has been issued to allow for full replacement of existing pages in the IFB Documents. Changes to the text are indicated by a vertical line in the margin next to the changes and are accompanied by an A3, indicating the addendum reference.

Page 58 - Delete first bullet and first paragraph on page 58.

Please contact the undersigned at 209-948-5566 x 657 or [tlino@sanjoaquinrtd.com](mailto:tlino@sanjoaquinrtd.com) if you have questions regarding this addendum or are missing any of the pages from the enclosure list.

Sincerely,

Theodore Lino  
Contracts Specialist

c: Donna DeMartino, General Manager/CEO  
Document Control

e-copies: Gloria Salazar, Assistant General Manager/CFO  
Al Warren Hoslett, Attorney at Law  
Brad Menil, Project Manager

Enclosures: Addendum No. 3 page: 58  
Pre-Bid Sign-In-Sheet  
Current IFB Holders List

BOARD OF DIRECTORS | CHAIR Joni Bauer | VICE CHAIR Floyd H Weaver | Gary S Giovanetti | Duane Isetti | D David Smith  
GENERAL MANAGER | CEO Donna Kelsay

- **Contractor must submit with their bid the Name, Address, Telephone Number, State Identification Number and Contact person of Disposal Site to be used. Failure to provide this information may be cause for bidder to be determined as Non-Responsive.**

**Batteries – Group 5 (Type 65)**

**Automotive, Truck and Service Vehicle Batteries:**  
**Minimum Specifications:**

- Cold Cranking Amps – 800A
- Reserve Capacity – 150 minutes
- Cranking Amps – 850A
- Length: 11 9/16"
- Width: 7 7/16"
- Height: 7 9/16"

Contractor shall indicate on Bid sheet, a specified percentage discount off the manufacturer's published price list.

5.17 PAYMENT OF CONTRACT PRICE:

Contractor shall submit a monthly invoice for materials ordered and accepted by RTD. The invoice shall identify the contract number, the purchase order number, type of materials, quantity, unit prices and taxes. A packing list/proof of delivery will also be required.

5.18 PRICE ADJUSTMENT:

Bid prices shall remain in effect for a minimum of twelve (12) months from February 1, 2009, to January 31, 2010. During the next successive twelve (12) month period and one (1) option period of the Contract, the prices for each of the battery products furnished hereunder may be adjusted (increased or decreased) on the anniversary date in the manner set forth herein. Only those price adjustments equal to the amount of any change in the actual cost to the Contractor procuring the battery products will be considered. Contractor shall notify RTD thirty (30) days prior to the date in which Contractor is requesting price adjustment. Contractor shall provide RTD with documentation from the battery manufacturer of its increase in cost. Such documentation shall, at a minimum, indicate the name of the Contractor's current supplier(s), the price(s) currently charged by such supplier(s), and the amount of price change. RTD shall research the Contractor's proposed price adjustments and the documentation submitted. Such research shall include but not be limited to an examination of the accuracy and reasonableness of the proposed adjustment and a determination as to whether the proposed adjustment is comparable to prices for the subject products currently paid by similar users/purchasers of such battery products. RTD shall have the right to make reasonable requests to the Contractor for additional information/documentation.







Rick Zurlfluh  
Sales Representative

Office: 510 352-1233  
Fax: 510 352-1221  
Mobile: 925 766-5839

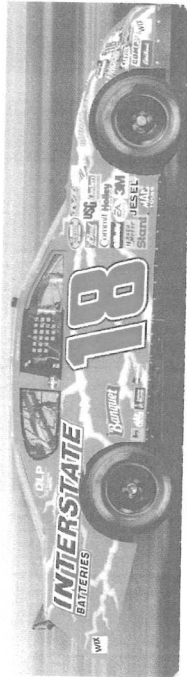
14300 Catalina Street  
San Leandro, CA 94577-5514



INTERSTATE BATTERY SYSTEM OF SAN FRANCISCO/TRI VALLEY  
1680 GILBRETH RD. • BURLINGAME, CA 94010

**George Salfiti**  
District Sales Manager

Phone 650.692.5949  
Fax 650.692.1143  
Cell 650.444.1954



INTERSTATE BATTERY SYSTEM OF TRI-VALLEY  
2990 BAYSHORE RD. • BENICIA, CA 94510

**Steve Logsdon**  
General Manager

707-748-7122  
Fax 707-748-1003  
Cell 707-372-5953  
Email [steve.logsdon@ibsa.com](mailto:steve.logsdon@ibsa.com)



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donna@cellenergy.com

(916) 484-7974  
800-321-0714  
Fax (916) 484-1415



CELL ENERGY INC.  
*Batteries For Everything*

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PH (916) 484-7974

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N. Highlands, CA 95660  
Tony@Batteries4Everything.com

800-321-0714  
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**RANDY WILLIS**  
Battery Consultant

Phone (916) 443-9018





January 22, 2009

Saed Senan, President  
Batteries U. S. A.  
One Industrial Street  
San Francisco, CA 94124

Subject: IFB Solicitation No. MSE-2008-02-RTCC Purchase of Heavy Duty  
Coach and Automotive Batteries  
Request for Clarification

Dear Mr. Senan,

RTD, Participating RTCC Agencies, and the other bidders require additional clarification prior to final decision to recommend award, to avoid disputes during the term of the Contract if awarded. Please clarify the following as the best and final explanation regarding pricing and storage associated with the bid submitted for the purchase of Heavy Duty Coach and Automotive Batteries solicitation as detailed in Addendum No. 2.

1. BID PRICE/WITH CORE CHARGE  
Based on the bid form submitted, and subsequent clarification, can you please state the prices of each battery **with** the (terminal/core) charges?
2. BID PRICE/WITHOUT CORE CHARGE  
Based on the bid form submitted and subsequent clarification, can you please state the prices of each battery **without** the (terminal/core) charges?
3. PRICING YEAR 2, YEAR 3  
Pricing for Year two (2) and Year three (3) of Contract: The criteria used to determine prices the first year will be used for subsequent years. This statement is included in the bid form in **Addendum No. 2**, please confirm that pricing for Year two (2) and Year three (3) prices will be determined based on the criteria used to determine the prices in the first year.
4. WAREHOUSING/ACCESSIBILITY  
Potential bidders understood and confirmed that the successful bidder would deliver the batteries ordered from its storage facility. RTD and Participating RTCC Agencies will not warehouse batteries. (Addendum No. 2 page 8) Please confirm that storage is the responsibility of the contractor.

| Column                |              |              |                        |                    |                           |                                  |                                    |                 |
|-----------------------|--------------|--------------|------------------------|--------------------|---------------------------|----------------------------------|------------------------------------|-----------------|
| No.                   | 1            | 2            | 3                      | 4                  | 5                         | 6                                | 8                                  | 8               |
| Group No              | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees Core Charge | Price Per Battery/No Core Charge | Price Per Battery with Core Charge | Total Bid Price |
| 1                     | 908D         | DEKA         | DEKA                   | 315                | \$                        | \$                               | \$                                 | \$              |
| 2                     | 708D         | DEKA         | DEKA                   | 235                | \$                        | \$                               | \$                                 | \$              |
| 3                     | DP31CS       | DEKA         | DP31CS                 | 477                | \$                        | \$                               | \$                                 | \$              |
| 4                     | deleted      | deleted      | deleted                | deleted            | deleted                   | deleted                          | deleted                            | deleted         |
| 5                     | 65           | DEKA         | 665 MF                 | 20                 | \$                        | \$                               | \$                                 | \$              |
| <b>Total</b>          |              |              |                        |                    |                           |                                  |                                    | \$              |
| California Sales Tax* |              |              |                        |                    |                           |                                  |                                    | \$              |
| <b>Grand Total</b>    |              |              |                        |                    |                           |                                  |                                    | \$              |

Sincerely,

Theodore Lino  
Contracts Specialist

- c: Sharon Neel, Procurement Manager-Contract  
Brad Menil, Project Manager  
Scott Pevahouse, CCCTA  
Lloyd Longnecker, SCMTD  
Nicole Gilardi GGT

**BATTERIES USA, INC.**ONE INDUSTRIAL STREET  
SAN FRANCISCO, CA 94124

Phone: (415) 647-5575

Fax: (415) 550-8226

January 27, 2009

San Joaquin Regional Transit District  
Attn: Mr. Theodore Lino, Contracts Specialist  
421 East Weber Ave (PO Box 201010)  
Stockton, CA 95201

Via Fax: (209) 948-8516

RE: IFB Document No.: MSE-2008-02-RTCC, Purchase of Heavy Duty Coach and Automotive Batteries

Dear Mr. Lino,

1. As requested, please note the following:

| Column No. | 1            | 2            | 3                      | 4                  | 5             | 6           | 7                 | 8                               | 9  |
|------------|--------------|--------------|------------------------|--------------------|---------------|-------------|-------------------|---------------------------------|--|
| Group No.  | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees | Core Charge | Price Per Battery | Price Per Battery with Terminal | Price Per Battery with Terminal and Core |
| 1          | 908D         | DEKA         | DEKA                   | 315                | \$ 24.00      | \$ 10.00    | \$ 90.00          | \$ 114.00                       | \$ 124.00                                |
| 2          | 708D         | DEKA         | DEKA                   | 235                | \$ 24.00      | \$ 10.00    | \$ 66.00          | \$ 90.00                        | \$ 100.00                                |
| 3          | DP3ICS       | DEKA         | DEKA                   | 477                | \$ 24.00      | \$ 10.00    | \$ 41.00          | \$ 65.00                        | \$ 75.00                                 |
| 4          | Deleted      | Deleted      | Deleted                | Deleted            | Deleted       | Deleted     | Deleted           | Deleted                         | Deleted                                  |
| 5          | 65           | DEKA         | DEKA                   | 20                 | \$ 24.00      | \$ 10.00    | \$ 36.00          | \$ 60.00                        | \$ 70.00                                 |

**BATTERIES USA, INC.**

ONE INDUSTRIAL STREET

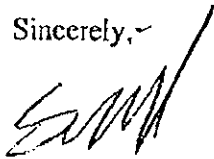
SAN FRANCISCO, CA 94124

Phone: (415) 647-5575

Fax: (415) 550-8226

2. As per Addendum No. 2, we confirmed the prices per year 2 and year 3 will be determined based on the criteria used to determine the prices in the first year, as agreed in our proposal.
3. As per Addendum No. 2 page 8, we will deliver the batteries order from our storage facilities. RTD and participating RTCC agencies will not warehouse our batteries. Please note that the storage of the batteries is our responsibility.
4. Please note that the cores are on exchange bases. We will pick up all the cores as requested from each participating agency at no cost to San Joaquin Regional Transit District and any participating agency, which has been our business practice with all the Transit Authorities.

Sincerely, ~



Said Senan



P.O. Box 201010 | Stockton, California | 95201  
209.948.5566 | 209.948.8516 [fax] | www.sanjoaquinRTD.com

February 4, 2009

RTCC PARTICIPATING AGENCIES:

Subject: IFB Document No.: MSE-2008-02-RTCC Heavy Duty Coach and  
Automotive Batteries  
Clarifications – Bid Abstract

On January 5, 2009, 3 bids were received and opened for the subject project. After a thorough review of the bids, staff has determined that only one of the bidders was responsive, and was also the lowest bidder.

I made several requests for clarifications in regards to terminal fees, core charges, and other issues requested by the Participating Agencies. Please review the attached clarifications, and inform me at your earliest convenience of your approval or disapproval. Thank you.

If you have any other questions regarding this Invitation For Bids, please contact the undersigned at (209) 948-5566 ext. 657 or [tlino@sanjoaquinrtd.com](mailto:tlino@sanjoaquinrtd.com).

Sincerely,

Theodore Lino  
Contracts Specialist

c: Sharon Neel, Procurement Manager-Contracts  
Document Control

BOARD OF DIRECTORS CHAIR Joni Bauer VICE CHAIR Floyd H Weaver Gary S Giovanetti Duane Isetti D David Smith

GENERAL MANAGER CEO Donna Kelsay

**BATTERIES USA, INC.**

ONE INDUSTRIAL STREET  
SAN FRANCISCO, CA 94124

Phone: (415) 647-5575

Fax: (415) 550-8226

February 4, 2009

San Joaquin Regional Transit District  
Attn: Mr. Theodore Lino, Contracts Specialist  
421 East Weber Ave (PO Box 201010)  
Stockton, CA 95201

**Via Fax: (209) 948-8516**

Dear Thed,

Please note the following,

- A. See the attached format. It does speak for itself.
- B. Group 31 with Post or Marine or Side Terminal there will be no extra charge.
- C. As agreed in our proposal, we will not store any batteries at any San Joaquin Regional Transit District Facilities.
- D. The Core Exchange policy as follows:
  - Assuming that we delivered 54 Groups of DP31CS', we will pick up 54 cores at the same time of delivery.
  - If they have 50 Cores only, we will bill them one dollar for each core for the differences.
  - If they have 108 cores to be picked up, then we will credit that agency with a \$54 dollars.

Thank you for your understanding. Please fax me if you need any other clarification.

Sincerely



Said Senan



**BATTERIES USA, INC.**  
 ONE INDUSTRIAL STREET  
 SAN FRANCISCO, CA 94124  
 Phone: (415) 647-5575  
 Fax: (415) 550-8226

February 4, 2009

San Joaquin Regional Transit District  
 Attn: Mr. Theodore Lino, Contracts Specialist  
 421 East Weber Ave (PO Box 201010)  
 Stockton, CA 95201

Via Fax: (209) 948-8516

RE: IFB Document No.: MSE-2008-02-RTCC, Purchase of Heavy Duty Coach and Automotive Batteries

Dear Mr. Lino,

As requested, please note the following:

| Column No. | 1            | 2            | 3                      | 4                  | 5             | 6                                      | 7                 | 8  | 9                     | 10                                      |
|------------|--------------|--------------|------------------------|--------------------|---------------|--|-------------------|--|-----------------------|---|
| Group No.  | Battery Type | Manufacturer | Manufacturer ID Number | Estimated Quantity | Terminal Fees | Core Charge are on an Exchange Bases * | Price per Battery | Price Per Battery with Terminal and Core | Original Price Quoted | Price Per Battery with Terminal No core |
| 1          | 908D         | DEKA         | DEKA                   | 315                | \$ 33.00      | \$ 1.00                                | 80.00             | \$ 114.00                                | \$ 35,910.00          | 113.00                                  |
| 2          | 708D         | DEKA         | DEKA                   | 235                | \$ 33.00      | \$ 1.00                                | 56.00             | \$ 90.00                                 | \$ 21,150.00          | 89.00                                   |
| 3          | DP31CS       | DEKA         | DEKA                   | 477                | \$ 18.00      | \$ 1.00                                | 46.00             | \$ 65.00                                 | \$ 31,005.00          | 64.00                                   |
| 4          | Deleted      | Deleted      | Deleted                | Deleted            | Deleted       | Deleted                                | Deleted           | Deleted                                  | Deleted               | Deleted                                 |
| 5          | 65           | DEKA         | DEKA                   | 20                 | \$ 19.00      | \$ 1.00                                | 40.00             | \$ 60.00                                 | \$ 1,200.00           | 59.00                                   |

\*Batteries are on Exchange Bases. Please see our letter dated January 6, 2009

Sincerely,  


Said Seman

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager 

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING FY09 AND FY10 BUDGET BALANCING ACTIONS**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt a resolution authorizing FY09 and FY10 Budget Balancing actions as presented.**

## II. SUMMARY OF ISSUES

- The FY09 and FY10 Budget Balancing actions outlined below would revise the December 2008 two (2) year budget for FY09 and FY10 and provide for the continuation of the current level of transit service to the public
- Our Local, State, and National economy has changed dramatically over the past few months. The Public is not spending as they have in the past, which has considerably impacted our Sales Tax revenues.
- The modifications to the new FY09 and FY10 Revised Operating Budget will result in \$323K less **Operating Revenue** in FY09 and \$715K in FY10 than previously expected in December of 2008; totaling to a \$1,038K loss of Operating Revenue over the FY09 & FY10 budget time frame.
- With these budget-balancing actions, the proposed two-year FY09 and FY10 Revised Operating Budget **Total Revenues** have changed from \$38,620,890 and \$40,816,533 respectively in December 2008 to \$37,286,730 and \$39,440,983.
- Major **Operating Revenue** assumptions in the FY09 and FY10 Revised Budget include:
  - .7% increase in **Passenger Fares** (fare box revenue) for FY09 and 0% in FY10
  - Increases of 9.6% in FY09 and 1% in FY10 are projected for **Special Transit Fares** such as the UCSC and Cabrillo contracts.
  - A significant decrease in **Interest Income** under the actual FY08 level
  - 5% decrease in **Sales Tax** revenue under actual FY08 receipts and a 1% increase in FY10
  - The projected amount for the **Transportation Development Act (TDA)** allocation reflects a 10% decrease in FY09 and a .2% decrease in FY10.

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- An additional \$3,633K in **Operating Expense** is anticipated to be saved over the same two-year period through diligent cost saving measures being implemented in all departments.
- With these budget-balancing actions, the corresponding **Total Expenses** decreased from \$39,544,480 and \$40,816,533 respectively to \$37,286,730 and \$39,440,983.
- Major balancing actions for **Operating Expenses** in the FY09 and FY10 Revised Operating Budget include:
  - Decrease of \$1.2M in labor costs related to filling positions and using attrition towards our goal of balancing the budget
  - Anticipate costs of medical insurance to increase by 5% instead of 10%
  - Curtail spending at all levels and in all departments to the extent that only necessary items are funded

### III. DISCUSSION

The FY09 and FY10 Budget Balancing actions outlined below would revise the December 2008 two (2) year budget for FY09 and FY10 and provide for the continuation of the current level of transit service to the public.

Our Local, State, and National economy has changed dramatically over the past few months. The Public is not spending as they have in the past, which has considerably impacted our Sales Tax revenues. With the price of gas significantly unpredictable since last fall, our ridership has been fluctuating as well.

Due to significant changes in the Revised FY09 and FY10 Budget adopted in December of 2008, a new FY09 and FY10 Revised Budget is being presented for the Board of Directors to adopt.

#### A. Operating Revenues

In the new proposed two-year FY09 and FY10 Revised Operating Budget, **Total Revenues** are \$37,286,730 and \$39,440,983 respectively. The corresponding **Total Expenses** are \$37,286,730 and \$39,440,983 respectively. This two-year budget is balanced over a two (2) year period of time with a carryover in FY09 of \$1,010,900 carried over to FY10 and then balanced in FY10 with \$2,847,488 of Operating Reserves.

The modifications to the Operating Budget will result in \$323K less revenue in FY09 and \$715K in FY10 than previously expected in December of 2008; totaling to a \$1,038K loss of revenue over the FY09 & FY10 budget time frame. An additional \$3,633K in Operating Expense is anticipated to be saved over the same two-year period of time through diligent cost saving measures being implemented in all departments.

Major **Operating Revenue** assumptions in the FY09 and FY10 Revised Budget include:

- Revenue has been projected based on data through February 2009. A .7% increase in **Passenger Fares** (fare box revenue) is projected for FY09 and a 0% increase in FY10.
- Increases of 9.6% in FY09 and 1% in FY10 are projected for **Special Transit Fares** such as the UCSC and Cabrillo contracts. These contracts have built in CPI adjustments and ridership. Reduced enrollment at UCSC is anticipated for FY10.
- **Interest Income** is projected to have a significant decrease under the actual FY08 level due to the principal being spent on MetroBase and a lower than budgeted interest rate projected from the County.
- **Sales Tax Revenues** have been projected at a 5% decrease under actual FY08 receipts and a 1% increase in FY10. These projections are based on actual sales tax receipts through March 2009, projections from the report from the State Board of Equalization, and many other economic indicators from local County agencies, surrounding Cities and a neighboring transit agency. Staff projects that during FY10, the economy will start to recover.
- **TDA Funding** is budgeted in the amount of \$5,679,337 in FY09; a 10% decrease from the actual FY08 allocation amount from the SCCRTC. A .2% decrease is projected in FY10 based on SCCRTC's projected TDA receipts.
- **Transfers** include:
  - The use of **Carryovers** - \$2,951,178 in FY09; \$1,010,900 in FY10
  - \$150,000 transferred from the Insurance Reserves for **Legal Settlements** in FY09 and FY10
  - A **Transfer from Capital Reserves** of \$115,830 in FY09 and \$119,305 in FY10 is being shown to cover the Project Manager costs (salary and benefits). The expenses of the position will be capitalized as part of the grant-funded project. The Board of Directors approved the Project Manager position for the MetroBase project and these expenses are included in the operating budget for payroll purposes.
  - \$2,847,488 from **Operating Reserves** to balance the two-year revised budget in FY10
  - Transfers from reserves specifically for **Retiree Payouts** of \$280K in FY09 and \$186K in FY10.

**B. Operating Expenses**

**Operating Expenses** are projected to be \$37,286,730 in FY09 and \$39,440,983 in FY10. The major variances are due to increases included in the current union contracts, increased contractual leave payouts, increased overtime costs and retirement payout costs as well as fuel and maintenance expenses.

Major balancing actions for **Operating Expenses** in the FY09 and FY10 Revised Operating Budget include:

- Decrease of \$1.2M in labor costs related to filling positions and using attrition towards our goal of balancing the budget
- Anticipate costs of medical insurance to increase by 5% instead of 10%
- Curtail spending at all levels and in all departments to the extent that only necessary items are funded

The budget also includes contractual wage and/or benefit adjustments for employees represented by UTU Local 23 and SEIU Local 521, as well as adjustments in accordance with the management compensation plan.

**IV. FINANCIAL CONSIDERATIONS**

The FY09 and FY10 Revised Operating Budget, as presented, is balanced over the two-year period of time it covers through the increased use of reserves and carryover funding due to projected operating revenues not covering projected operating expenses by \$2,847,488.

In December 2008, the reserve amount we were authorized to use to balance the FY09 & FY10 budget was \$5,442,604. We propose to reduce this use of reserves to \$2,847,488 by the end of FY10.

**V. ATTACHMENTS**

**Attachment A:** FY09 and FY10 Budget Resolution

**Attachment B:** FY09 and FY10 Revised Operating Budget

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

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

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING A REVISION TO THE  
FY09 AND FY10 OPERATING BUDGET**

**WHEREAS**, it is necessary to revise the adopted FY09 and FY10 Operating Budget of the Santa Cruz Metropolitan Transit District to provide for revisions in the operating revenue and expense budget.

**NOW, THEREFORE, BE IT RESOLVED**, the budget is hereby amended per the attached Attachment B.

**PASSED AND ADOPTED** this 24th day of April 2009, by the following vote:

- AYES: Directors -
- NOES: Directors -
- ABSENT: Directors -
- ABSTAIN: Directors -

Approved \_\_\_\_\_  
DENE BUSTICHI  
Board Chair

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

**APPROVED AS TO FORM:**

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

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**FY09 & FY10 REVISED OPERATING BUDGET**  
**BUDGET BALANCING ACTIONS APRIL 2009**  
**REVENUE SOURCES**

| REVENUE SOURCE                            | ACTUAL<br>FY 08       | BUDGET FY09<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET FY09<br>04/24/09 | % CHANGE<br>ACTUAL FY08<br>BUDG FY09 | BUDGET FY10<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET FY10<br>04/24/09 | % CHANGE<br>BUDGET<br>FY09-FY10 |
|---|-----------------------|-------------------------|--------------------------------|-------------------------|--------------------------------------|-------------------------|--------------------------------|-------------------------|---------------------------------|
| 1 Passenger Fares                         | \$ 3,530,971          | \$ 3,554,266            |                                | \$ 3,554,266            | 0.7%                                 | \$ 3,589,809            | \$ (35,543)                    | \$ 3,554,266            | 0.0%                            |
| 2 Special Transit Fares                   | \$ 3,127,596          | \$ 3,428,534            |                                | \$ 3,428,534            | 9.6%                                 | \$ 3,497,105            | \$ (34,285)                    | \$ 3,462,819            | 1.0%                            |
| 3 Paratransit Fares                       | \$ 229,769            | \$ 283,440              |                                | \$ 283,440              | 23.4%                                | \$ 290,243              |                                | \$ 290,243              | 2.4%                            |
| 4 Highway 17 Fares                        | \$ 897,606            | \$ 945,000              |                                | \$ 945,000              | 5.3%                                 | \$ 978,000              |                                | \$ 978,000              | 3.5%                            |
| 5 Highway 17 Payments                     | \$ 486,116            | \$ 507,000              | \$ (6,301)                     | \$ 500,699              | 3.0%                                 | \$ 523,000              | \$ (12,287)                    | \$ 510,713              | 2.0%                            |
| 6 Commissions                             | \$ 4,938              | \$ 4,950                |                                | \$ 4,950                | 0.2%                                 | \$ 5,000                |                                | \$ 5,000                | 1.0%                            |
| 7 Advertising Income                      | \$ 258,383            | \$ 85,265               | \$ 34,735                      | \$ 120,000              | -53.6%                               | \$ 86,118               | \$ 35,082                      | \$ 121,200              | 1.0%                            |
| 8 Rent Income - SC Pacific Station        | \$ 81,802             | \$ 89,955               |                                | \$ 89,955               | 10.0%                                | \$ 91,304               |                                | \$ 91,304               | 1.5%                            |
| 9 Rent Income - Watsonville TC            | \$ 45,760             | \$ 36,482               |                                | \$ 36,482               | -20.3%                               | \$ 36,847               |                                | \$ 36,847               | 1.0%                            |
| 10 Rent Income - General                  | \$ 20,350             | \$ -                    |                                | \$ -                    | -100.0%                              | \$ -                    |                                | \$ -                    | 0.0%                            |
| 11 Interest Income                        | \$ 942,456            | \$ 300,000              | \$ 50,000                      | \$ 350,000              | -62.9%                               | \$ 300,000              |                                | \$ 300,000              | -14.3%                          |
| 12 Other Non-Transp Revenue               | \$ 153,493            | \$ 5,000                |                                | \$ 5,000                | -96.7%                               | \$ 5,050                |                                | \$ 5,050                | 1.0%                            |
| 13 Sales Tax                              | \$ 17,054,736         | \$ 16,574,130           | \$ (372,131)                   | \$ 16,201,999           | -5.0%                                | \$ 16,905,613           | \$ (541,594)                   | \$ 16,364,019           | 1.0%                            |
| 14 Transp Dev Act (TDA) Funds             | \$ 6,313,334          | \$ 5,679,337            |                                | \$ 5,679,337            | -10.0%                               | \$ 5,792,924            | \$ (126,299)                   | \$ 5,666,625            | -0.2%                           |
| 15 FTA Sec 5307 - Op Assistance           | \$ 3,223,552          | \$ 3,496,293            |                                | \$ 3,496,293            | 8.5%                                 | \$ 3,643,137            |                                | \$ 3,643,137            | 4.2%                            |
| 16 Repay FTA Advance (#4 and #5 of 5)     | \$ (70,000)           | \$ (70,000)             |                                | \$ (70,000)             | 0.0%                                 | \$ (70,000)             |                                | \$ (70,000)             | 0.0%                            |
| 17 FTA Sec 5311 - Rural Op Asst           | \$ 149,335            | \$ 161,615              |                                | \$ 161,615              | 8.2%                                 | \$ 168,403              |                                | \$ 168,403              | 4.2%                            |
| <b>SUBTOTAL REVENUE</b>                   | <b>\$ 36,450,197</b>  | <b>\$ 35,081,268</b>    | <b>\$ (293,697)</b>            | <b>\$ 34,787,571</b>    | <b>-4.6%</b>                         | <b>\$ 35,842,551</b>    | <b>\$ (714,925)</b>            | <b>\$ 35,127,627</b>    | <b>1.0%</b>                     |
| <b>ONE-TIME REVENUES</b>                  |                       |                         |                                |                         |                                      |                         |                                |                         |                                 |
| 18 FTA Sec 5316 - CalTrans JARC           | \$ -                  | \$ 44,166               | \$ (44,166)                    | \$ -                    | 100.0%                               | \$ -                    | \$ -                           | \$ -                    | 0.0%                            |
| 19 FTA Sec 5317 - Operating Assistance    | \$ 17,785             | \$ -                    | \$ -                           | \$ -                    | -100.0%                              | \$ -                    | \$ -                           | \$ -                    | 0.0%                            |
| 20 AMBAG Funding                          | \$ 54,609             | \$ 10,489               | \$ 2,770                       | \$ 13,259               | -75.7%                               | \$ -                    | \$ -                           | \$ -                    | -100.0%                         |
| <b>SUBTOTAL ONE-TIME REVENUES</b>         | <b>\$ 72,394</b>      | <b>\$ 54,655</b>        | <b>\$ (41,396)</b>             | <b>\$ 13,259</b>        | <b>-81.7%</b>                        | <b>\$ -</b>             | <b>\$ -</b>                    | <b>\$ -</b>             | <b>-100.0%</b>                  |
| <b>TRANSFERS</b>                          |                       |                         |                                |                         |                                      |                         |                                |                         |                                 |
| 21 Carryover from Previous Year           | \$ 911,228            | \$ 2,951,178            |                                | \$ 2,951,178            | 223.9%                               | \$ (923,590)            |                                | \$ 1,010,900            | -65.7%                          |
| 22 Carryover from Current Year            | \$ (2,951,178)        | \$ -                    |                                | \$ (1,010,900)          | -65.7%                               | \$ -                    |                                | \$ -                    | -100.0%                         |
| 23 Xfr from Ins Res-Legal Settlmnt        | \$ 49,243             | \$ 150,000              |                                | \$ 150,000              | 204.6%                               | \$ 150,000              |                                | \$ 150,000              | 0.0%                            |
| 24 Transfer (to)/from Capital Reserves    | \$ 181,047            | \$ 115,830              |                                | \$ 115,830              | -36.0%                               | \$ 119,305              |                                | \$ 119,305              | 3.0%                            |
| 25 Transfer (to)/from Operating Reserves  | \$ 50,723             | \$ -                    |                                | \$ -                    | -100.0%                              | \$ 5,442,604            |                                | \$ 2,847,488            | 100.0%                          |
| 26 Transfer fr Op Res for Retiree Payouts | \$ 165,978            | \$ 267,960              | \$ 11,832                      | \$ 279,792              | 68.6%                                | \$ 185,663              |                                | \$ 185,663              | -33.6%                          |
| <b>SUBTOTAL TRANSFERS</b>                 | <b>\$ (1,592,959)</b> | <b>\$ 3,484,968</b>     | <b>\$ 11,632</b>               | <b>\$ 2,485,900</b>     | <b>-256.1%</b>                       | <b>\$ 4,973,982</b>     |                                | <b>\$ 4,313,356</b>     | <b>73.5%</b>                    |
| <b>TOTAL REVENUE</b>                      | <b>\$ 34,929,632</b>  | <b>\$ 38,620,890</b>    | <b>\$ (323,260)</b>            | <b>\$ 37,286,730</b>    | <b>6.7%</b>                          | <b>\$ 40,816,533</b>    | <b>\$ (714,925)</b>            | <b>\$ 39,440,983</b>    | <b>5.8%</b>                     |

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APPROVED

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FY09 & FY10 REVISED OPERATING BUDGET  
Consolidated Expenses**

| ACCOUNT                             | BUDGET<br>FY09<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY09<br>4/24/09 | BUDGET<br>FY10<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY10<br>4/24/09 |
|-------------------------------------|----------------------------|--------------------------------|---------------------------|----------------------------|--------------------------------|---------------------------|
| <b>LABOR</b>                        |                            |                                |                           |                            |                                |                           |
| 501011 Bus Operator Pay             | 8,447,530                  | (600,000)                      | 7,847,530                 | 8,725,191                  | (600,000)                      | 8,125,191                 |
| 501013 Bus Operator OT              | 1,579,841                  | -                              | 1,579,841                 | 1,621,617                  | -                              | 1,621,617                 |
| 501021 Other Salaries               | 6,018,563                  | (600,000)                      | 5,418,563                 | 6,099,923                  | (400,000)                      | 5,699,923                 |
| 501023 Other OT                     | 329,659                    | -                              | 329,659                   | 331,890                    | -                              | 331,890                   |
| Totals                              | 16,375,594                 | (1,200,000)                    | 15,175,594                | 16,778,620                 | (1,000,000)                    | 15,778,620                |
| <b>FRINGE BENEFITS</b>              |                            |                                |                           |                            |                                |                           |
| 502011 Medicare/Soc. Sec.           | 214,639                    | -                              | 214,639                   | 219,940                    | -                              | 219,940                   |
| 502021 Retirement                   | 2,397,805                  | -                              | 2,397,805                 | 2,425,635                  | -                              | 2,425,635                 |
| 502031 Medical Ins                  | 5,543,286                  | (280,000)                      | 5,263,286                 | 6,320,363                  | (300,000)                      | 6,020,363                 |
| 502041 Dental Ins                   | 503,199                    | -                              | 503,199                   | 536,123                    | -                              | 536,123                   |
| 502045 Vision Ins                   | 139,428                    | -                              | 139,428                   | 142,001                    | -                              | 142,001                   |
| 502051 Life Ins/AD&D                | 50,172                     | -                              | 50,172                    | 51,025                     | -                              | 51,025                    |
| 502060 State Disability Ins (SDI)   | 278,075                    | -                              | 278,075                   | 258,091                    | -                              | 258,091                   |
| 502061 Long Term Disability Ins     | 230,273                    | -                              | 230,273                   | 244,681                    | -                              | 244,681                   |
| 502071 State Unemployment Ins (SUI) | 53,536                     | -                              | 53,536                    | 53,487                     | -                              | 53,487                    |
| 502081 Worker's Comp Ins            | 999,100                    | -                              | 999,100                   | 1,029,073                  | -                              | 1,029,073                 |
| 502101 Holiday Pay                  | 392,097                    | -                              | 392,097                   | 409,074                    | -                              | 409,074                   |
| 502103 Floating Holiday             | 69,801                     | -                              | 69,801                    | 72,600                     | -                              | 72,600                    |
| 502109 Sick Leave                   | 906,195                    | -                              | 906,195                   | 919,682                    | -                              | 919,682                   |
| 502111 Annual Leave                 | 1,628,704                  | -                              | 1,628,704                 | 1,564,324                  | -                              | 1,564,324                 |
| 502121 Other Paid Absence           | 124,278                    | -                              | 124,278                   | 127,367                    | -                              | 127,367                   |
| 502251 Phys. Exams                  | 13,281                     | -                              | 13,281                    | 13,300                     | -                              | 13,300                    |
| 502253 Driver Lic Renewal           | 4,350                      | -                              | 4,350                     | 4,400                      | -                              | 4,400                     |
| 502999 Other Fringe Benefits        | 127,437                    | -                              | 127,437                   | 138,685                    | -                              | 138,685                   |
| Totals                              | 13,675,657                 | (280,000)                      | 13,395,657                | 14,529,853                 | (300,000)                      | 14,229,853                |

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**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FY09 & FY10 REVISED OPERATING BUDGET  
Consolidated Expenses**

| ACCOUNT                                 | BUDGET<br>FY09<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY09<br>4/24/09 | BUDGET<br>FY10<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY10<br>4/24/09 |
|---|----------------------------|--------------------------------|---------------------------|----------------------------|--------------------------------|---------------------------|
| <b>SERVICES</b>                         |                            |                                |                           |                            |                                |                           |
| 503011 Accting/Audit Fees               | 100,250                    | -                              | 100,250                   | 103,250                    | -                              | 103,250                   |
| 503012 Admin/Bank Fees                  | 208,250                    | -                              | 208,250                   | 216,630                    | -                              | 216,630                   |
| 503031 Prof/Technical Fees              | 351,426                    | (24,300)                       | 327,126                   | 284,532                    | (29,300)                       | 255,232                   |
| 503032 Legislative Services             | 100,400                    | -                              | 100,400                   | 103,400                    | -                              | 103,400                   |
| 503033 Legal Services                   | 55,000                     | (30,000)                       | 25,000                    | 55,000                     | -                              | 55,000                    |
| 503034 Pre-Employment Exams             | 15,460                     | -                              | 15,460                    | 14,600                     | -                              | 14,600                    |
| 503041 Temp Help                        | -                          | -                              | -                         | -                          | -                              | -                         |
| 503161 Custodial Services               | 58,800                     | (4,200)                        | 54,600                    | 66,100                     | (3,000)                        | 63,100                    |
| 503162 Uniforms/Laundry                 | 42,550                     | -                              | 42,550                    | 44,015                     | -                              | 44,015                    |
| 503171 Security Services                | 400,500                    | (14,000)                       | 386,500                   | 406,368                    | -                              | 406,368                   |
| 503221 Classified/Legal Ads             | 29,700                     | -                              | 29,700                    | 30,900                     | -                              | 30,900                    |
| 503222 Legal Ads                        | -                          | -                              | -                         | -                          | -                              | -                         |
| 503225 Graphic Services                 | 5,000                      | -                              | 5,000                     | 5,150                      | -                              | 5,150                     |
| 503351 Repair - Bldg & Impr             | 90,000                     | -                              | 90,000                    | 91,500                     | -                              | 91,500                    |
| 503352 Repair - Equipment               | 421,820                    | (6,000)                        | 415,820                   | 401,450                    | (6,000)                        | 395,450                   |
| 503353 Repair - Rev Vehicle             | 389,388                    | (25,600)                       | 363,788                   | 407,300                    | (36,000)                       | 371,300                   |
| 503354 Repair - Non Rev Vehicle         | 30,000                     | -                              | 30,000                    | 31,500                     | -                              | 31,500                    |
| 503363 Haz Mat Disposal                 | 44,669                     | -                              | 44,669                    | 46,000                     | -                              | 46,000                    |
| <b>Totals</b>                           | <b>2,343,213</b>           | <b>(104,100)</b>               | <b>2,239,113</b>          | <b>2,307,695</b>           | <b>(74,300)</b>                | <b>2,233,395</b>          |
| <b>MOBILE MATERIALS &amp; SUPPLIES</b>  |                            |                                |                           |                            |                                |                           |
| 504011 Fuels & Lubricants - Non Rev Veh | 201,300                    | -                              | 201,300                   | 207,400                    | -                              | 207,400                   |
| 504012 Fuels & Lubricants - Rev Veh     | 3,238,322                  | (500,000)                      | 2,738,322                 | 3,257,500                  | -                              | 3,257,500                 |
| 504021 Tires & Tubes                    | 205,000                    | -                              | 205,000                   | 213,000                    | -                              | 213,000                   |
| 504161 Other Mobile Supplies            | 10,000                     | -                              | 10,000                    | 10,300                     | -                              | 10,300                    |
| 504191 Rev Vehicle Parts                | 615,300                    | (31,000)                       | 584,300                   | 799,000                    | -                              | 799,000                   |
| <b>Totals</b>                           | <b>4,269,922</b>           | <b>(531,000)</b>               | <b>3,738,922</b>          | <b>4,487,200</b>           | <b>-</b>                       | <b>4,487,200</b>          |

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 FY09 & FY10 REVISED OPERATING BUDGET  
 Consolidated Expenses

| ACCOUNT                               | BUDGET<br>FY09<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY09<br>4/24/09 | BUDGET<br>FY10<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY10<br>4/24/09 |
|---------------------------------------|----------------------------|--------------------------------|---------------------------|----------------------------|--------------------------------|---------------------------|
| <b>OTHER MATERIALS &amp; SUPPLIES</b> |                            |                                |                           |                            |                                |                           |
| 504205 Freight Out                    | 3,500                      | -                              | 3,500                     | 3,600                      | -                              | 3,600                     |
| 504211 Postage & Mailing              | 29,642                     | -                              | 29,642                    | 28,516                     | -                              | 28,516                    |
| 504214 Promotional Items              | -                          | -                              | -                         | -                          | -                              | -                         |
| 504215 Printing                       | 102,800                    | -                              | 102,800                   | 102,837                    | (200)                          | 102,637                   |
| 504217 Photo Supp/Process             | 9,700                      | -                              | 9,700                     | 9,900                      | -                              | 9,900                     |
| 504311 Office Supplies                | 86,460                     | (4,000)                        | 82,460                    | 90,300                     | -                              | 90,300                    |
| 504315 Safety Supplies                | 27,300                     | -                              | 27,300                    | 33,500                     | -                              | 33,500                    |
| 504317 Cleaning Supplies              | 53,000                     | -                              | 53,000                    | 59,200                     | -                              | 59,200                    |
| 504409 Repair/Maint Supplies          | 55,000                     | -                              | 55,000                    | 57,300                     | -                              | 57,300                    |
| 504421 Non-Inventory Parts            | 52,000                     | -                              | 52,000                    | 53,550                     | -                              | 53,550                    |
| 504511 Small Tools                    | 10,000                     | -                              | 10,000                    | 10,500                     | -                              | 10,500                    |
| 504515 Employee Tool Replacement      | 2,600                      | -                              | 2,600                     | 2,700                      | -                              | 2,700                     |
| Totals                                | 432,002                    | (4,000)                        | 428,002                   | 451,903                    | (200)                          | 451,703                   |
| <b>UTILITIES</b>                      |                            |                                |                           |                            |                                |                           |
| 505011 Gas & Electric                 | 221,011                    | -                              | 221,011                   | 229,212                    | -                              | 229,212                   |
| 505021 Water & Garbage                | 123,755                    | -                              | 123,755                   | 128,171                    | -                              | 128,171                   |
| 505031 Telecommunications             | 135,666                    | -                              | 135,666                   | 147,578                    | -                              | 147,578                   |
| Totals                                | 480,432                    | -                              | 480,432                   | 504,961                    | -                              | 504,961                   |
| <b>CASUALTY &amp; LIABILITY</b>       |                            |                                |                           |                            |                                |                           |
| 506011 Insurance - Property           | 118,347                    | -                              | 118,347                   | 121,898                    | -                              | 121,898                   |
| 506015 Insurance - PL/PD              | 510,000                    | -                              | 510,000                   | 525,300                    | -                              | 525,300                   |
| 506021 Insurance - Other              | 800                        | -                              | 800                       | 800                        | -                              | 800                       |
| 506123 Settlement Costs               | 150,000                    | (100,000)                      | 50,000                    | 150,000                    | -                              | 150,000                   |
| 506127 Repairs - District Prop        | -                          | -                              | -                         | -                          | -                              | -                         |
| Totals                                | 779,147                    | (100,000)                      | 679,147                   | 797,998                    | -                              | 797,998                   |
| <b>TAXES</b>                          |                            |                                |                           |                            |                                |                           |
| 507051 Fuel Tax                       | 12,300                     | -                              | 12,300                    | 14,510                     | -                              | 14,510                    |
| 507201 Licenses & Permits             | 15,150                     | -                              | 15,150                    | 15,800                     | -                              | 15,800                    |
| 507999 Other Taxes                    | 26,200                     | -                              | 26,200                    | 27,000                     | -                              | 27,000                    |
| Totals                                | 53,650                     | -                              | 53,650                    | 57,310                     | -                              | 57,310                    |

5-17.64

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 FY09 & FY10 REVISED OPERATING BUDGET  
 Consolidated Expenses

| ACCOUNT                           | BUDGET<br>FY09<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY09<br>4/24/09 | BUDGET<br>FY10<br>12/19/08 | BUDGET<br>BALANCING<br>ACTIONS | BUDGET<br>FY10<br>4/24/09 |
|-----------------------------------|----------------------------|--------------------------------|---------------------------|----------------------------|--------------------------------|---------------------------|
| <b>PURCHASED TRANS.</b>           |                            |                                |                           |                            |                                |                           |
| 503406 Contract/Paratransit       | 250,000                    | (20,000)                       | 230,000                   | 257,500                    | -                              | 257,500                   |
| Totals                            | 250,000                    | (20,000)                       | 230,000                   | 257,500                    | -                              | 257,500                   |
| <b>MISC EXPENSE</b>               |                            |                                |                           |                            |                                |                           |
| 509011 Dues/Subscriptions         | 64,910                     | (650)                          | 64,260                    | 66,700                     | (1,050)                        | 65,650                    |
| 509085 Advertising - Rev Prod     | -                          | -                              | -                         | -                          | -                              | -                         |
| 509101 Employee Incentive Program | 33,700                     | (13,000)                       | 20,700                    | 34,600                     | -                              | 34,600                    |
| 509121 Employee Training          | 43,325                     | (2,000)                        | 41,325                    | 44,765                     | -                              | 44,765                    |
| 509123 Travel                     | 72,130                     | (3,000)                        | 69,130                    | 75,910                     | -                              | 75,910                    |
| 509125 Local Meeting Expense      | 4,680                      | -                              | 4,680                     | 4,950                      | -                              | 4,950                     |
| 509127 Board Director Fees        | 13,200                     | -                              | 13,200                    | 13,200                     | -                              | 13,200                    |
| 509150 Contributions              | 650                        | -                              | 650                       | 650                        | -                              | 650                       |
| 509198 Cash Over/Short            | 500                        | -                              | 500                       | 500                        | -                              | 500                       |
| Totals                            | 233,095                    | (18,650)                       | 214,445                   | 241,275                    | (1,050)                        | 240,225                   |
| <b>LEASES &amp; RENTALS</b>       |                            |                                |                           |                            |                                |                           |
| 512011 Facility Lease             | 622,658                    | -                              | 622,658                   | 372,357                    | -                              | 372,357                   |
| 512061 Equipment Rental           | 29,110                     | -                              | 29,110                    | 29,860                     | -                              | 29,860                    |
| Totals                            | 651,768                    | -                              | 651,768                   | 402,217                    | -                              | 402,217                   |
| <b>PERSONNEL TOTAL</b>            | <b>30,051,251</b>          | <b>(1,480,000)</b>             | <b>28,571,251</b>         | <b>31,308,473</b>          | <b>(1,300,000)</b>             | <b>30,008,473</b>         |
| <b>NON-PERSONNEL TOTAL</b>        | <b>9,493,229</b>           | <b>(777,750)</b>               | <b>8,715,479</b>          | <b>9,508,059</b>           | <b>(75,550)</b>                | <b>9,432,509</b>          |
| <b>TOTAL OPERATING EXPENSES</b>   | <b>39,544,480</b>          | <b>(2,257,750)</b>             | <b>37,286,730</b>         | <b>40,816,533</b>          | <b>(1,375,550)</b>             | <b>39,440,983</b>         |

5-17.65

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT:** ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

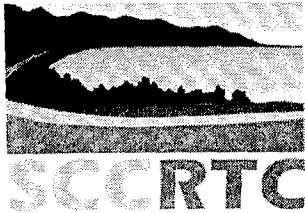
There is no cost impact from this action.

## V. ATTACHMENTS

**Attachment A:** Minutes of the March 5, 2009 Regular SCCRTC Meeting

5-18.1

# Attachment A



## Santa Cruz County Regional Transportation Commission

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### MINUTES

Thursday  
March 5, 2009  
9:00 a.m.

Board of Supervisors Chambers  
701 Ocean St Street, 5th Floor  
Santa Cruz, CA

1. Roll call

The meeting was called to order at 9:06 am.

Members Present:

|                         |                         |
|-------------------------|-------------------------|
| Dene Bustichi           | Kirby Nicol             |
| Gustavo Gonzalez (Alt.) | Ellen Pirie             |
| Neal Coonerty           | David Koch (Alt.)       |
| Randy Johnson           | Mark Stone              |
| Don Lane                | Marcela Tavantzis       |
| John Leopold            | Aileen Loe (ex officio) |

Staff Present:

|                 |                 |
|-----------------|-----------------|
| George Dondero  | Gini Pineda     |
| Luis Mendez     | Yesenia Parra   |
| David Garti     | Rachel Moriconi |
| Grace Blakeslee | Karena Pushnik  |
| Daniel Nikuna   |                 |

2. Oral communications

**Jack Nelson** said that he attended a presentation to the Board of Supervisors regarding climate change. He asked that when the Commission looks into the impact of transportation climate change that it not be biased by a desire to widen Highway 1.

3. Additions or deletions to consent and regular agendas

Additional information was distributed for agenda items 21, 25 and 26.

**CONSENT AGENDA** (Pirie/Coonerty approved unanimously)

5-18.a1

Commissioner John Leopold arrived

### **MINUTES**

4. Approved draft minutes of the February 5, 2009 regular SCCRTC meeting
5. Approved draft minutes of the February 19, 2009 Transportation Policy Workshop meeting
6. Accepted draft minutes of the February 9, 2009 Bicycle Committee meeting
7. Accepted draft minutes of the February 10, 2009 Elderly and Disabled Transportation Advisory Committee (E&DTAC) meeting
8. Accepted minutes of the January 22, 2009 Interagency Technical Advisory Committee (ITAC) meeting
9. Accepted minutes of the February 19, 2009 Interagency Technical Advisory Committee (ITAC) meeting
10. Accepted draft minutes of the February 12, 2009 Budget and Administration Personnel Committee meeting

### **POLICY ITEMS**

*No consent items*

### **PROJECTS and PLANNING ITEMS**

11. Approved amendments to the *Regional Transportation Improvement Program* for delayed projects (Resolution 22-09)
12. Approved staff recommendation to submit a Caltrans Transportation Planning Grant application for Pedestrian/Safe Path of Travel Assessment between transit and priority origins and destinations (Resolution 23-09)

### **BUDGET AND EXPENDITURES ITEMS**

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

### **ADMINISTRATION ITEMS**

14. Approved Budget and Administration/Personnel Committee and staff recommendation to prepare policies and procedures for potential new revenue stream
15. Accepted meeting schedules for SCCRTC Committees and invitation to Commissioners to participate

5-18. a2

**INFORMATION/OTHER ITEMS**

16. Accepted monthly meeting schedule
17. Accepted correspondence log
18. Accepted letters from SCCRTC committees and staff to other agencies
  - a. Letter to Cynthia Bryant, Director, California Office of Planning and Research regarding preliminary draft CEQA guideline amendments for greenhouse gas emissions.
19. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues

*No consent items*

20. Accepted information items
  - a. Article: The Top Ten Business Stories of 2008: The Good News in Santa Cruz: January 2009, Volume 7 Santa Cruz Chamber of Commerce News

**REGULAR AGENDA**

21. Adjourn to special meeting of the Service Authority for Freeway Emergencies (SAFE)

The Commission adjourned to the SAFE meeting at 9:12 am.

22. Reconvene to the Santa Cruz Country Regional Transportation Commission Meeting

The Commission reconvened to the regular meeting at 9:20 am.

23. Accept commissioner reports – Oral reports - none
24. Appoint Commissioners to RTC Committees – Oral report

Deputy Director Luis Mendez read the names of the Commissioners interested in serving on the Budget and Administration/Personnel and Rail Acquisition Committees.

Commissioner Pirie moved and Commissioner Coonerty seconded to appoint Commissioners Stone, Pirie, Coonerty, Leopold, Campos and Rivas to the Budget and Administration/Personnel Committee. The motion was approved unanimously.

5-18.a3

Commissioner Pirie moved and Commission Alternate Gonzalez seconded to appoint Commissioners Stone, Pirie, Coonerty, Campos, Nicol, Leopold and Bustichi to the Rail Acquisition Committee. The motion was approved unanimously.

25. Accept director's report – Oral report

Executive Director George Dondero reported that the Safe on 17 Program 10-year anniversary event will be held on Monday, April 6, 2009 from 9:30 am – noon at the Summit Roadhouse. The program has been very effective in improving safety on Highway 17. Commissioner Stone noted that the program takes the cooperation of many agencies including two Caltrans districts and two California Highway Patrol offices. Mr. Dondero thanked Grace Blakeslee for her work on the task force.

Mr. Dondero said that he will be mailing evaluation forms to Commissioners for his annual review.

26. Accept Caltrans report and consider action items

Aileen Loe, Caltrans District 5, reported that Caltrans District 5 was recognized by the Transportation Agency of Monterey County for several projects including the Highway 1 Winter Preparation project near Big Sur and the Elkhorn Slough Early Mitigation project. The Caltrans Construction Projects Report on page 26-1 is up to date. Ms. Loe noted the semi-annual list of programmed or funded State Highway Operations and Protection Program (SHOPP) projects on page 26-3. Responding to a question from Commissioner Coonerty, Ms. Loe said that the Scott Creek and Waddell Creek Bridge Replacement project is listed because it is programmed to receive funding for the environmental document in 2015. Such a long lead time is unusual but the project is environmentally sensitive.

The Commission recessed at 9:32 am to reconvene the SAFE meeting.

The Commission reconvened the SCCRTC meeting at 9:39 am and adjourned into closed session.

The Commission reconvened into open session at 10:30 am.

27. State Budget and Federal Economic Stimulus updates

Senior Planner Rachel Moriconi reported that the state budget includes significant cuts to transit and deferment of gas tax payments to local jurisdictions. In addition, the state may be unable to sell the bonds approved in Proposition 1B resulting in the possibility that some projects could be deferred or unfunded. Projects at risk due to the economic crisis include Highway 1 Soquel/Morrissey Auxiliary Lanes, Santa Cruz Branch Line Rail Acquisition and MetroBase.

5-18.a4



Ms. Moriconi reported that it is likely that Santa Cruz county will only receive \$5.8 million of the \$6.5 million programmed in anticipation of federal economic stimulus funds. She listed the reduced amounts that would flow to the local jurisdictions.

Commissioners discussed funding for the Highway 1 Auxiliary Lanes project, availability of Proposition 116 funds, and advocating for federal funding to be distributed directly to regions.

Responding to issues raised by Commissioners, Aileen Loe said that the City of Santa Cruz is likely to approve a permit for irrigation for the Highway 1/17 Merge Lanes landscaping project but that it is still unclear if the California Transportation Commission will vote to fund the final phase of this project.

Responding to a question from Commission Alternate Gonzalez, Ms. Moriconi said that negotiations are still underway on the best way to distribute federal funds.

Executive Director George Dondero said that it would be helpful for a sponsor in the legislature to introduce a new bill to determine funding formulas. He said that if the right bill is introduced staff will notify the Commission.

#### 28. FY 09-10 Budget and Work Program

Deputy Director Luis Mendez presented the staff report saying that the FY 09-10 budget faces a number of financial challenges including reduced Transportation Development Act (TDA) funds. The FY 09-10 budget proposes to reduce apportionments to all TDA recipients, including the RTC, by 2.49% and several cost reductions including cutting staff costs by 5% through unpaid time off to avoid layoffs. Staff will continue to explore sources of potential revenue including renting the RTC conference room and working on applications for several grant programs.

Commissioners discussed line items for the rail/trail authority budget and consultant services, the status of the Highway Construction Authority and incorporation of additional State Transportation Improvement Program (STIP) funds for planning, programming and monitoring (PPM) activities, if approved by the California Transportation Commission (CTC).

**Jack Nelson** asked if a Work Program item to "monitor and participate in local, state and federal efforts to address global warming" conflicted with the first element of the Work Program to continue oversight of the Highway 1 Soquel/Morrissey Auxiliary Lanes project.

Mr. Mendez responded that part of updating the Regional Transportation Plan (RTP) for 2010 and 2012 is to address climate change through coordination of land use and transportation.

Commissioners discussed the role of the RTC in reducing greenhouse gas emissions in Santa Cruz County. Mr. Dondero reported that Ecology Action has asked that the RTC take over managing a grant from the Monterey Bay Unified Air Pollution Control District and that the RTC will be publishing a chapter in the 2010 RTP that will address greenhouse gas emissions.

Commissioner Stone moved and Commissioner Pirie seconded to approve the Budget and Administration/Personnel (B&A/P) Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission (RTC) adopt a resolution approving the draft FY 09-10 Budget and Work Program with revisions as appropriate.

The motion (Resolution 27-09) passed unanimously.

29. Review of items to be discussed in closed session

The Commission adjourned to closed session at 9:39 am.

#### **CLOSED SESSION**

30. 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**

The Commission reconvened in open session at 10:30 am.

31. Report on closed session - N/A
32. Adjourn/Next Meetings

The meeting adjourned at 11:16 am.

The Transportation Policy Workshop meeting scheduled for Thursday, March 19, 2009 **IS CANCELLED.**

The next SCCRTC meeting is scheduled for Thursday, April 2, 2009 at 9:00 a.m. at the Santa Cruz County Board of Supervisors Chambers, 701 Ocean St., 5<sup>th</sup> floor, Santa Cruz, CA

5-18.96

Respectfully submitted,

---

Gini Pineda, Staff

**ATTENDEES**

John Presleigh  
Ramona Turner  
Jack Nelson  
Katie LeBaron  
Mark Dettle  
Les White  
Sandra Coley  
Richard Masoner

Santa Cruz County DPW  
*Sentinel*  
  
HAS  
City of Santa Cruz DPW  
SCMTD  
PVTMA

S:\RTC\TC2009\TC0309\030509Minutes.doc

5-18.a7

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**March 13, 2009**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, March 13, 2009 at the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

In the absence of the Vice Chair, Chair Bustichi called the meeting to order at 9:00 a.m.

**SECTION 1: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

Dene Bustichi  
Donald Hagen  
Michelle Hinkle  
Lynn Robinson (arrived after roll call)  
Mike Rotkin  
Dale Skillicorn  
Mark Stone  
Marcela Tavantzis

**DIRECTORS ABSENT**

Ron Graves  
Ellen Pirie  
Pat Spence  
Ex-Officio Donna Blitzer

**STAFF PRESENT**

|  |   |
|--|---|
| Ciro Aguirre, Operations Manager         | Margaret Gallagher, District Counsel      |
| Angela Aitken, Finance Manager           | Robyn Slater, Human Resources Manager     |
| Frank Cheng, MetroBase Project Manager   | April Warnock, Paratransit Superintendent |
| Mary Ferrick, Fixed Route Superintendent | Les White, General Manager                |

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

Will Regan, VMU

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

Written:

- a. Nikki Simpson & Jerry Walters    Re:    Bus Stop Relocation Request

Oral:

Les White reported that Director Spence recently had an accident and fractured her leg, which will prevent her from attending the March and April Board meetings.

5-19.1

**DIRECTOR ROBINSON ARRIVED**

**3. LABOR ORGANIZATION COMMUNICATIONS**

None.

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

None.

**CONSENT AGENDA**

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

No questions or comments.

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

No questions or comments.

**5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF JOE BLAIR, CLAIM #09-0005;  
DENY THE CLAIM OF CSAA (SUBROGATING FOR B. SCOTT, CLAIM #09-0008**

No questions or comments.

**5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 18, 2009 AND MINUTES OF JANUARY 21, 2009**

No questions or comments.

**5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2008**

No questions or comments.

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

No questions or comments.

**5-7. ACCEPT AND FILE JANUARY 2009 RIDERSHIP REPORT**

Director Tavantzis congratulated METRO on the decrease in dropped service hours.

5-19.2

**5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTHS OF JANUARY 2009**

No questions or comments.

**5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT**

No questions or comments.

**5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH BROWN ARMSTRONG FOR FINANCIAL AUDIT AND TAX PREPARATION SERVICES**

No questions or comments.

**5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 5-YEAR LEASE EXTENSION FOR PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE IN SOQUEL**

No questions or comments.

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:**

This presentation will take place at the March 27, 2009 Board meeting.

**7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF IAN MCFADDEN AS TRANSIT PLANNER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the March 27, 2009 Board meeting.

**8. CONSIDERATION OF MODIFICATIONS TO METRO'S DISCOUNT FARE POLICY IMPLEMENTING NEW SECTIONS AND REVISING THE VERIFICATION OF DISABILITY STATUS FORM AND CHANGING THE FORMAT**

**Summary:**

Margaret Gallagher reported that as a recipient of Section 5307 Federal Grant Funding, METRO is required to have a Discount Fare Policy for elderly persons, persons with disabilities, and Medicare cardholders. METRO has had a policy in place for many years, which is now being updated in order to consolidate all related information into one document in a standard Regulation format.

**9. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING APPLICATIONS AND THE EXECUTION OF AGREEMENTS TO RECEIVE FEDERAL FUNDS FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**Summary:**

Angela Aitken reported that President Obama signed into law the American Recovery and Reinvestment Act of 2009 on February 17, 2009 which appropriated \$787 Billion in federal funds for economic stimulus. METRO will receive \$5,014,409 through an FTA grant and a preliminary amount of \$267,464 through a grant administered through Caltrans. All of the funds must be used for capital improvement projects with 50% of the funds obligated by contract within 180 days and the remaining funds obligated within one year.

**ACTION: MOTION: DIRECTOR ROTKIN**

**SECOND: DIRECTOR HINKLE**

**Adopt Resolution authorizing applications and execution of agreements to FTA and Caltrans for federal funds provided in the American Recovery and Reinvestment Act of 2009**

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

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

Margaret Gallagher reported that Item #1 was deleted and that the Board would have a conference with its Legal Counsel regarding the Existing Litigation claims of Martin Gilbert and Rita Gentry.

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

None.

**SECTION II: CLOSED SESSION**

Chair Bustichi adjourned to Closed Session at 9:40 a.m. and reconvened to Open Session at 10:00 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**12. REPORT OF CLOSED SESSION**

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

**ADJOURN**

5-19.4

Minutes– Board of Directors  
March 13, 2009  
Page 5

There being no further business, Chair Bustichi adjourned the meeting at 10:00 a.m.

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

DRAFT

5-19.5



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**March 27, 2009**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, March 27, 2009 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

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

**SECTION 1: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

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

**DIRECTORS ABSENT**

Pat Spence  
Ex-Officio Donna Blitzer

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Angela Aitken, Finance Manager  
Frank Cheng, MetroBase Project Manager  
Bob Cotter, Maintenance Manager  
Mary Ferrick, Fixed Route Superintendent  
Terry Gale, IT Manager

Margaret Gallagher, District Counsel  
Debbie Kinslow, Asst Finance Manager  
Robyn Slater, Human Resources Manager  
April Warnock, Paratransit Superintendent  
Les White, General Manager

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

Geneva Avis, Relative of Francisco Devillires  
Jim Avis, Relative of Francisco Devillires  
Dorothy Barton, Relative of Francisco Devillires  
Francisco Contreras, Bus Operator

Steve Jurwich, Consultant  
Ian McFadden, METRO Retiree  
Reed Rylander, VMU  
Amy Weiss, Spanish Interpreter

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

**Written:**

- a. Nikki Simpson & Jerry Walters Re: Bus Stop Relocation Request

5-19.6

Oral:

Les White introduce METRO's new Maintenance Manager, Bob Cotter.

**3. LABOR ORGANIZATION COMMUNICATIONS**

None.

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

None.

**CONSENT AGENDA**

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF FEBRUARY 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JANUARY 2009
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF JOE BLAIR, CLAIM #09-0005;  
DENY THE CLAIM OF CSAA (SUBROGATING FOR B. SCOTT, CLAIM #09-0008
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR MARCH 18, 2009 AND MINUTES OF JANUARY 21, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF DECEMBER 2008
- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JANUARY 2009
- 5-7. ACCEPT AND FILE JANUARY 2009 RIDERSHIP REPORT
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTHS OF JANUARY 2009
- 5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH BROWN ARMSTRONG FOR FINANCIAL AUDIT AND TAX PREPARATION SERVICES
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 5-YEAR LEASE EXTENSION FOR PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE IN SOQUEL
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT FOR THE SUPPLY AND DELIVERY OF LNG FUEL WITH CLEAN ENERGY
- 5-13. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE FEBRUARY 2009 MEETING(S)
- 5-14. CONSIDERATION OF PROVIDING A LETTER SUPPORTING THE APPLICATION OF THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION TO THE ASSOCIATION OF MONTEREY AREA GOVERNMENTS FOR FUNDING FOR A MONTEREY BAY AREA 511 TRAVELER INFORMATION SYSTEM FEASIBILITY AND PLANNING STUDY
- 5-15. CONSIDERATION OF INFORMATION REGARDING REQUEST TO RELOCATE BUS STOP AT 41<sup>st</sup> AVENUE AND SOQUEL DRIVE

5-19.7

**5-16. APPROVE REGULAR BOARD MEETING MINUTES OF FEBRUARY 13 & 27, 2009**

Regarding page #5-5.a1, Director Hagen commented that he felt that the current “Ready Window” procedures are working well and should not be changed.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PIRIE**

**Approve the Consent Agenda including comments by Director Hagen regarding the success of the current “Ready Window” procedures**

**Motion passed with Director Robinson abstaining from approval of the Minutes of the February 13, 2009 Board meeting and Director Spence being absent.**

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:**

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

**TWENTY YEARS**

Bonnie L. Morr, Bus Operator  
Dennis Neil Dougherty, Custodial Service Worker I

**TWENTY-FIVE YEARS**

Francisco J. Contreras Navarro, Bus Operator  
Juanita Archibeque, Bus Operator

**7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF IAN MCFADDEN AS TRANSIT PLANNER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Adopt Resolution of Appreciation for the services of Ian McFadden as Transit Planner for the Santa Cruz Metropolitan Transit District**

**Motion passed unanimously with Director Spence being absent.**

Several Directors wished Mr. McFadden a happy Retirement and thanked him for his many years of service at METRO. Mr. McFadden thanked the Board and staff for the opportunity to work at METRO for the past 23 years.

**ITEM #10 WAS TAKEN OUT OF ORDER**

**10. CONSIDERATION OF APPROVAL OF RESOLUTION OF POSTHUMOUS APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF FRANCISCO DEVILLIRES AS ADMINISTRATIVE SECRETARY AND CUSTODIAL SERVICE WORKER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

5-19.8

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Adopt Resolution of Posthumous Appreciation and Remembrance for the services of Francisco Devillires as Administrative Secretary and Custodial Service Worker for the Santa Cruz Metropolitan Transit District**

**Motion passed unanimously with Director Spence being absent.**

Chair Bustichi presented the Resolution to Mr. Devillires' family members and his sister, Geneva Avis, accepted the Resolution on behalf of her brother and thanked the Board and staff for acknowledging his contributions to METRO.

**ITEM #9 WAS TAKEN OUT OF ORDER**

**9. CONSIDERATION OF APPROVAL OF RESOLUTION OF POSTHUMOUS APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF DALE SKILLICORN AS A MEMBER OF THE BOARD OF DIRECTORS FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Director Bustichi read the Resolution aloud and announced that it would be presented at the public service to be held on Thursday, April 2, 2009 at 6:00 p.m. in the 4<sup>th</sup> Floor Community Room of the Watsonville Civic Plaza, 275 Main Street.

**ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR ROTKIN**

**Adopt Resolution of Posthumous Appreciation and Remembrance for the services of Dale Skillicorn as a member of the Board of Directors for the Santa Cruz Metropolitan Transit District**

**Motion passed unanimously with Director Spence being absent.**

**8. CONSIDERATION OF MODIFICATIONS TO METRO'S DISCOUNT FARE POLICY IMPLEMENTING NEW SECTIONS AND REVISING THE VERIFICATION OF DISABILITY STATUS FORM AND CHANGING THE FORMAT**

**Summary:**

Margaret Gallagher reported that as a recipient of Section 5307 Federal Grant Funding, METRO is required to have a Discount Fare Policy for elderly persons, persons with disabilities, and Medicare cardholders. METRO has had a policy in place for many years, which is now being updated in order to consolidate all related information into one document in a standard Regulation format.

Ms. Gallagher noted that METRO's Discount Fare Policy exceeds federal guidelines in several areas including offering discount fares during all hours of service rather than only during off-peak hours; defining "elderly" as a person 62 years of age or over rather than 65 years; allowing

5-19.9

disabled adults to register their children to receive a discounted fare; and allowing persons with disabilities to have one Personal Care Attendant travel with them at no charge.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN**

**Accept and approve modifications to the Discount Fare Policy and Verification of Disability Status Form**

**Motion passed unanimously with Director Spence being absent.**

**11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SJB GLOBALNET, INC. FOR A NEW VOIP TELEPHONE SYSTEM**

**Summary:**

Angela Aitken reported that METRO's current telephone system in use at most of the facilities is more than 25 years old, is inefficient, and does not enable METRO to effectively communicate and leverage information technology resources. This new system will replace the current system at all facilities with a unified system that allows for dialing between sites by extension.

**ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR PIRIE**

**Authorize the General Manager to execute a contract with SJB GlobalNET, Inc. for purchase and installation of a new VOIP telephone system for an amount not to exceed \$144,943.00**

**Motion passed unanimously with Director Spence being absent.**

**12. CONSIDERATION OF STATUS OF FEDERAL LEGISLATION AND REPORT REGARDING THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION 2009 LEGISLATIVE CONFERENCE**

**Summary:**

Les White reported that he, Chair Bustichi and Vice Chair Pirie recently attended the 2009 APTA Legislative Conference in Washington, DC where they also met with members of Congress and Congressional Staff to discuss pending legislation that would affect METRO.

**Discussion:**

Chair Bustichi and Vice Chair Pirie added that METRO is very well-served by Les White, who is well-known, well-received and highly respected in DC and that Mr. White's national connections in the transit industry are very beneficial to METRO as well.

5-19.10

13. **RECEIVE ORAL PRESENTATION REGARDING SANTA CRUZ METRO BEING AWARDED OUTSTANDING COMMUNITY SERVICE AWARD BY SECOND HARVEST FOOD BANK FOR PARTICIPATION IN THE 2008 HOLIDAY FOOD DRIVE FILL THE BUS EVENT**

Director Rotkin reported that he had accepted the award on behalf of METRO, which he presented to Ciro Aguirre and Mary Ferrick for the participation in the 2008 "Fill the Bus" event.

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

Margaret Gallagher reported that Board would have a conference with its Labor Negotiators regarding SEIU, Local 521, and UTU, Local 23, ParaCruz Division, and a conference with its Legal Counsel regarding the Existing Litigation claim of Macerich Partnership, L.P.

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

None.

**SECTION II: CLOSED SESSION**

Chair Bustichi adjourned to Closed Session at 10:12 a.m. and reconvened to Open Session at 11:29 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

16. **REPORT OF CLOSED SESSION**

Margaret Gallagher reported that the Board approved a side agreement with SEIU, Local 521, which modifies the scope of the position of Transit Supervisor to include supervision of Operations personnel in the Customer Service Department effective March 2009 until a new Transit Supervisor class specification is developed and approved by the Board. The following Board members voted to approve the agreement: Chair, Dean Bustichi, Vice Chair, Ellen Pirie, Board members, Ron Graves, Donald Hagen, Michelle Hinkle, Lynn Robinson, Mike Rotkin, Mark Stone and Marcela Tavantzis. Director Pat Spence was absent.

**ADJOURN**

There being no further business, Chair Bustichi adjourned the meeting at 11:30 a.m.

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

5-19.11

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Human Resources Manager  
**SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
EMPLOYEE RECOGNITION**

**TEN YEARS**

Elmer Torres, Facilities Maintenance Worker I  
Isaac Holly, Senior System Administrator

**FIFTEEN YEARS**

None

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

None

**THIRTY YEARS**

None



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

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
DONNA A. CANALES AS CUSTOMER SERVICE COORDINATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Donna A. Canales to serve in the position of Customer Service Coordinator.

**WHEREAS**, Donna A. Canales served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of August 21, 1978 to March 18, 2009, and

**WHEREAS**, Donna A. Canales provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Donna A. Canales served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Donna A. Canales resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Donna A. Canales' service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Donna A. Canales.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Customer Service Coordinator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Donna A. Canales for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Donna A. Canales, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

Resolution No. \_\_\_\_\_

Page 2

**PASSED AND ADOPTED** this 24th day of April 2009 by the following vote:

**AYES: Directors -**

**NOES: Directors -**

**ABSTAIN: Directors -**

**ABSENT: Directors -**

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

7.2

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

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

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
PETER B. LEWIS AS BUS OPERATOR  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Peter B. Lewis to serve in the position of Bus Operator.

**WHEREAS**, Peter B. Lewis served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of May 16, 1996 to March 8, 2009, and

**WHEREAS**, Peter B. Lewis provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Peter B. Lewis served the Santa Cruz Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Peter B. Lewis resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Peter B. Lewis' service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Peter B. Lewis.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Peter B. Lewis for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Peter B. Lewis, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

Resolution No. \_\_\_\_\_

Page 2

**PASSED AND ADOPTED** this 24th day of April 2009 by the following vote:

**AYES: Directors -**

**NOES: Directors -**

**ABSTAIN: Directors -**

**ABSENT: Directors -**

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

8.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager 

**SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING AN APPLICATION TO THE MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT (AIR DISTRICT) FOR GRANT FUNDS TO BUILD A SECOND L/CNG STORAGE TANK**

## I. RECOMMENDED ACTION

**That the Board adopt a resolution authorizing staff to submit an application for \$200,000 to the Monterey Bay Unified Air Pollution Control District for a second L/CNG fuel storage tank.**

## II. SUMMARY OF ISSUES

- The Monterey Bay Unified Air Pollution Control District (Air District) is soliciting grant applications for the FY10 AB 2766 Motor Vehicle Emission Reduction Grant Program (AB2766).
- METRO has a need to build a second L/CNG fuel storage tank to increase bus refueling capacity.
- By applying for AB 2766 funds, METRO may obtain financial assistance up to the maximum amount of \$200,000 to build a second L/CNG Storage Tank.
- Adopting the attached resolution authorizes staff to submit an application to the Air District for \$200,000 in AB2766 Funds and to execute a grant agreement if awarded.

## III. DISCUSSION

The Monterey Bay Unified Air Pollution Control District (Air District) is soliciting grant applications for the FY10 AB 2766 Motor Vehicle Emission Reduction Grant Program (AB2766). This program was established in 1990 to reduce air pollution and is funded from the \$4.00 annual vehicle registration surcharge fee collected by the Department of Motor Vehicles. The Air District will award up to \$1.6 million in grants in FY10 for projects to reduce air pollution in the Monterey Bay region.

METRO has a need to build a second L/CNG fuel storage tank to increase bus refueling capacity. In 2001, the Board adopted an alternative fuel path to meet air quality standards of the California Air Resources Board, and METRO now operates 53 buses using CNG fuel. The new bus fueling and wash facility at MetroBase has one L/CNG

storage tank, which is replenished every other day from trucked shipments of L/CNG. Any delay in receiving a scheduled shipment jeopardizes METRO's ability to refuel the entire CNG fleet for the next day's service. In addition, METRO will replace its last fleet of 30 diesel buses with CNG buses by December, 2012, mandating additional L/CNG storage capacity. In order to create additional storage capacity and to accommodate future CNG bus replacements, METRO will need to construct another L/CNG storage tank.

By applying for AB 2766 funds, METRO may obtain financial assistance up to the maximum amount of \$200,000 to build a second L/CNG Storage Tank. Construction cost estimates for the second tank are approximately \$1 million. METRO is also seeking grant funds from state and federal sources to fully fund the second L/CNG storage tank. A grant award of up to \$200,000 from the Air District would provide a source of local matching funds and reduce the amount of funding which must be provided from other sources.

Adopting the attached resolution authorizes staff to submit an application to the Air District for \$200,000 in AB2766 funds and to execute a grant agreement if awarded. Grant applications are due to the Air District by June 15, 2009. Air District staff will rank all applications based upon each project's contribution to air quality improvement, and the Air District Board will select projects to be funded at its September 2009 meeting.

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

A grant award from the Air District from this application would provide up to \$200,000 in capital funds to build a second L/CNG Storage Tank.

#### **V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing a grant application to the Monterey Bay Unified Air Pollution Control District.

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

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING AN APPLICATION TO THE  
MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT  
FOR AB2766 FUNDS**

**WHEREAS**, Assembly Bill 2766 authorizes air pollution control districts to impose a motor vehicle registration surcharge fee to be used to reduce air pollution from motor vehicles to implement the California Clean Air Act of 1988; and

**WHEREAS**, the Monterey Bay Unified Air Pollution Control District is responsible for the administration of the surcharge fee collected on vehicles registered in Monterey, Santa Cruz and San Benito Counties; and

**WHEREAS**, the Monterey Bay Unified Air Pollution Control District has set aside the funding of the FY10 AB 2766 Motor Vehicle Emission Reduction Program (AB2766) and is authorized to make grants from this set-aside; and

**WHEREAS**, it is in the interest of the Santa Cruz Metropolitan Transit District to submit an application in the maximum amount of \$200,000 to the Monterey Bay Unified Air Pollution Control District to construct a second L/CNG Storage tank at the MetroBase facility to support the public transit fleet.

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager is authorized to submit an application and execute a grant agreement with the Monterey Bay Unified Air Pollution Control District on behalf of the Santa Cruz Metropolitan Transit District for AB2766 funds to construct a second L/CNG storage tank at MetroBase.

Resolution No. \_\_\_\_\_

Page 2

**PASSED AND ADOPTED** this 24th day of April 2009, by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

DENE BUSTICHI

Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE

General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
MARGARET GALLAGHER

District Counsel


9.92



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager 

**SUBJECT: CONSIDERATION OF COMMENCEMENT OF PUBLIC COMMENT PERIOD LEADING TO ADOPTION OF THE SHORT RANGE TRANSIT PLAN**

## I. RECOMMENDED ACTION

**That the Board of Directors consider commencement of a public comment period leading to adoption of the final Short Range Transit Plan.**

## II. SUMMARY OF ISSUES

- METRO contracted with Wilbur Smith Associates to develop a Short Range Transit Plan (SRTP).
- Wilbur Smith Associates presented a Draft Short Range Transit Plan to the Board in July 2008 with a proposed Trunk and Feeder Service Option.
- The Board directed staff to have Wilbur Smith Associates revise the draft SRTP and return the final SRTP to the Board for adoption.
- The Board held a public hearing on February 27, 2009 for consideration of adopting the final SRTP and deferred action to allow for a 30-day public comment period.
- Staff recommends beginning a 30-day public comment period on April 27, 2009 as listed in Attachment A.
- Staff will present comments and responses to the Board for consideration of adopting the SRTP at a public hearing to be held August 28, 2009.

## III. DISCUSSION

METRO contracted with Wilbur Smith Associates to develop a Short Range Transit Plan (SRTP). The Federal Transit Administration and regional planning agencies look to the SRTP to justify capital improvements, service changes and grant funding requests. The SRTP also provides policy guidance and serves as a reference for METRO decisions regarding services, resources and performance measurements over the course of the next 5 years.

Wilbur Smith Associates presented a draft SRTP to the Board in July, 2008 with a proposed Trunk and Feeder Service Option. Staff analyzed the proposed changes to METRO's current service delivery model and determined that a Trunk and Feeder Service Option would require additional service hours to maintain local service levels and would require expensive new technology at bus stops and transit centers to make it function effectively. With dramatic declines in revenue occurring during the 18-month SRTP development period, staff determined that a Trunk and Feeder Service Option would be infeasible during the five-year planning horizon.

The Board directed staff on December 19, 2008 to have the draft SRTP revised and to present a final SRTP to the Board for adoption. Wilbur Smith Associations revised the draft SRTP to recommend that METRO maintain the current service delivery model and defer consideration of the Trunk and Feeder Service Option for a future date beyond the current planning horizon of 2008 – 2012. The revised SRTP also added new information on technology required to implement a future Trunk and Feeder Service Option. Wilbur Smith Associates returned the final SRTP to METRO in February, 2009.

The Board held a public hearing on February 27, 2009 for consideration of adopting the final SRTP. Public comments reflected that the SRTP would benefit from further public discussion and input. The Board moved to defer action on the final SRTP to allow for a 30-day public comment period.

Staff recommends beginning a 30-day public comment period on April 27, 2009. Attachment A lists actions to solicit public participation from a broad base of interested parties.

Staff will present comments and responses to the Board on August 28, 2009 at a public hearing for consideration of adopting the Short Range Transit Plan. The comments and responses as well as a recording of the Public Hearing will become a permanent part of the SRTP documentation.

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

Publication and reproduction costs for the public comment period are estimated to be \$500 plus staff time.

#### **V. ATTACHMENTS**

##### **Attachment A: Public Comment Solicitation**

*Staff Report prepared by Thomas Hiltner*

## METRO Short Range Transit Plan Public Comment Solicitation

### **Public Notices**

April 27, 2009:

- Publish display ad in the Santa Cruz Sentinel
- Post notices aboard all buses and at Transit Centers to announce the SRTP public comment period.
- e-mail notice to METRO distribution lists for METRO Board Agendas, Public Hearings and Highway 17 users.
- e-mail notice to SCCRTC Interagency Technical Advisory Committee
- Cooperative Notices on AMBAG and SCCRTC web sites.

### **Accessing the SRTP**

- Available on the METRO website at [www.scmttd.com/SRTP](http://www.scmttd.com/SRTP)
- Hard copy -
  - Santa Cruz Central Branch Library
  - Santa Cruz METRO Administrative Office

### **Comments**

- Mail written comments to METRO Administrative Office
- E-mail comments to [SRTP@scmttd.com](mailto:SRTP@scmttd.com)
- Input on the SRTP from the previously scheduled Elderly and Disabled Technical Advisory Committee on April 14, 2009.

METRO will receive comments through May 27, 2009.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009

**TO:** Board of Directors

**FROM:** Frank Cheng, MetroBase Project Manager  
Angela Aitken, Finance Manager

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH DMC CONSTRUCTION, INC. FOR CONSTRUCTION REMODEL OF THE BUILDING LOCATED AT 110 VERNON STREET FOR AN AMOUNT NOT TO EXCEED \$1,833,141 AND APPROVAL OF CONTRACT CHANGE ORDER PROCEDURES**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with - DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street for an amount not to exceed \$1,833,141 and approve contract change order procedures.**

## II. SUMMARY OF ISSUES

- METRO purchased the building located at 110 Vernon Street for the purpose of relocating the current Administrative offices at 370 Encinal Street.
- Before the offices can be moved to the Vernon building, extensive construction modifications to the building, including the addition of an elevator, are required in order to meet the Americans with Disabilities Act and METRO's interior building design plan.
- On February 20, 2009, METRO's Notice of Invitation for Bid No. 09-10 was mailed to twenty general contractor firms, was legally advertised, was published in two trade journals, and a notice was posted on METRO's web site.
- On March 24, 2009, bids were received and opened from five firms. A summary of construction firms and bid dollar amount is provided in Attachment A.
- Staff has reviewed all submitted bids and has made a determination of which bidder is the lowest cost, responsible bidder whose bid is responsive to all the requirements of the invitation for bids.
- Staff is recommending that a contract be established with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.

- Staff is recommending that the Board of Directors approve contract change order procedures as provided in this report.

### III. DISCUSSION

METRO purchased the building located at 110 Vernon Street for the purpose of relocating the current Administrative offices at 370 Encinal Street. Before the offices can be moved to the Vernon building, extensive construction modifications to the building, including the addition of an elevator, are required in order to meet the Americans with Disabilities Act and METRO's interior building design plan.

On February 20, 2009, METRO's Notice of Invitation for Bid No. 09-10 was mailed to twenty general contractor firms, was legally advertised, was published in two trade journals, and the notice was posted on METRO's web site. On March 24, 2009, bids were received and opened from five construction firms. A list of the responding construction firms and dollar amounts bid is provided in Attachment A. Staff has reviewed all submitted bids and has made a determination of which bidder is the lowest cost, responsible bidder whose bid is responsive to all the requirements of the invitation for bids.

Funds in the amount of \$2,400,000 (Engineer's Estimate for this project) shall be set aside for payments made on this contract. The difference from the Engineer's Estimate and the Contractor's bid of \$1,833,141 shall be used for change orders against this contract. If additional funding is required, staff will return to the Board of Directors for approval.

Staff is recommending that the Board of Directors approve the following construction contract change order procedures that will apply to this construction contract:

1. For any change order request from the contractor that exceeds \$50,000, staff will review and present such request to the METRO's Board of Directors for approval.
2. For any change order request from the contractor that is \$50,000 or less, approval of the change order will require review and approval from the following three personnel:  
METRO's Construction Manager (Harris and Associates);  
METRO's Project Manager Frank Cheng; and  
Either the METRO's General Manager or the Finance Manager.

Staff shall report every month to the Board of Directors on all change orders processed for this contract.

Staff recommends that the Board of Directors authorize the General Manager to sign a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141 and approval of the contract change order procedures as presented in this report. Contractor will provide all equipment, materials and construction services meeting all METRO specifications and requirements.

**IV. FINANCIAL CONSIDERATIONS**

Funds to support contract are included in the Administration's Department FY09 & FY10 Capital Budget.

**V. ATTACHMENTS**

- Attachment A:** List of Bidders and bid amounts  
**Attachment B:** Contract with DMC Construction, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent

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

# Attachment A

| IFB No. 09-10 Vernon Building Remodel and Related Site Work Bid Results        |                                  |  |   |  |   |
|--|----------------------------------|--|---|--|---|
| Company Name   | DMC Construction, Inc. (#452548) | San Jose Construction of Monterey          | Green Valley Corp dba Barry Swenson Builder | CRW Industries, Inc. (#402484)                           | Valhalla Builders & Developers, Inc. (#191690)      |
| Bid Price  | \$ 1,833,141.00                  | \$1,848,682.00                             | \$1,859,106.00                              | \$1,953,907.00   | \$2,198,000.00                                      |
| Responsive Bid   | YES                              | NO   | YES   | YES  | YES   |
| Acknowledges Addenda No 1  | YES                              | NO   | YES   | YES  | YES   |
| Bidder will perform a minimum of ___% of the total of all work with its forces | 10%                              | 7.7%                                       | 3%  | 20%  | 25%   |
| Bidder's Bond Amount   | 10%                              | 10%  | 10%   | 10%  | 10%   |
| Subcontractor Union Ratio (estimate from confirmed)                            | 53%                              | 45%  | 48%   | 61%  | 20%   |
| <b>Subcontractor's List</b>  | <b>Subcontractor's List</b>      | <b>Subcontractor's List</b>                | <b>Subcontractor's List</b>                 | <b>Subcontractor's List</b>                              | <b>Subcontractor's List</b>                         |
| Earthwork & Paving, Site Concrete  | Paul T. Beck of Salinas          | RD Concrete of Union City                  | Paul T. Beck of Salinas                     | Duran & Venables of Milpitas and RH Concrete of San Jose | J.J. Albanese of Santa Clara & Granite Construction |
| Hydraulic Elevator   | Otis of Sunnyvale                | Thyssenkrupp Elevator of Hayward           | Schindler Elevator of San Leandro           | Otis of Sunnyvale  | Republic of Goleta                                  |
| Ceramic Tile   | Della Maggiore of San Jose       | Della Maggiore of San Jose                 | Reputable Tile of San Jose                  | International Tile of San Jose                           | Reputable Tile of Santa Clara                       |
| Structural Steel   | Morris Steel of Hollister        | Larco of Gilroy                            | Morris Steel of Hollister                   | Dietrich of Santa Cruz                                   | Dietrich of Santa Cruz                              |
| Demo   | Kilik of Castroville             | Roldan Construction of Fremont             | PSC Industrial Outsourcing of San Ardo      | Roldan Construction of Fremont                           | J.J. Albanese of Santa Clara                        |
| Comp Shingles & Built up Roofing   | Kuhlman of Freedom               | Kuhlman of Freedom                         | Louis & Riparetti of Scotts Valley          | Alcal Arcade Insulation of Fremont                       | Louis & Riparetti of Scotts Valley                  |
| Windows and Glass  | Parker of Morgan Hill            | Parker of Morgan Hill                      | Parker of Morgan Hill                       | Parker of Morgan Hill                                    | Glass Concepts of Gilroy                            |
| Painting Staining and Wallcovering   | Northern Design of Capitola      | Di Girolano Painting of Santa Cruz         | Northern Design of Capitola                 | Northern Design of Capitola                              |   |
| Fire Sprinklers  | Lowy of Santa Cruz               | Broughton Fire Protection of Scotts Valley | Broughton Fire Protection of Scotts Valley  | Broughton Fire Protection of Scotts Valley               | Nor Cal of Morgan Hill                              |
| Plumbing   | F1 Development of Antioch        | Coastal Plumbing of Fresno                 | A & M Plumbing of Ben Lomond                | Santa Cruz Plumbing of Ben Lomond                        | Santa Cruz Plumbing of Ben Lomond                   |
| HVAC   | Della Mora of Marina             | Della Mora of Marina                       | Della Mora of Marina                        | Airtec Service of Watsonville                            | Flanders of Pleasanton                              |
| All Sections Electrical  | J R Zar of Aptos                 | DBA Electric of Salinas                    | Aptos Seascape Electric of Aptos            | J R Zar of Aptos   | Central Electric of Watsonville                     |
| Cabinets   | Elements of Santa Cruz           | Amberwood of San Jose                      | Y & D Cabinets of Santa Clara               | Amberwood of San Jose                                    |   |
| Misc. Doors/Frames Hardware  | Trimtech of San Jose             | Trimtech of San Jose                       | Trimtech of San Jose                        | Mega Door of Atascadero                                  |   |
| Overhead Coiling Doors   | Pacific Doors of Belmont         | Pacific Doors of Belmont                   |   | Overhead Door of Salinas                                 |   |
| Lath & Plaster   | Oliveria of Watsonville          | Fisher Lath & Plaster of SJ                | Oliveria of Watsonville                     |  | Fisher of San Jose                                  |
| Accoustic Tile Ceilings  | Ceilings Unlimited of Spreckles  | Ceilings Unlimited of Spreckles            | Ceilings Unlimited of Spreckles             | Ceilings Unlimited of Spreckles                          |   |
| Flooring   | Casa De Floors of Salinas        | R E Cuddie of San Jose                     | R E Cuddie of San Jose                      | Casa De Floors of Salinas                                | Casa De Floors of Salinas                           |
| Gyp Board Assemb. Metal Studs plaster  | Brady Co of Castroville          | Eric Stark Interiors of San Jose           | Patch Master Drywall of Santa Cruz          | Brady Co of Castroville                                  |   |
| Rough Carpentry  |                                  | Roof Structurer of Fremont                 | Timberworks of Scotts Valley                | Rick Slater of San Jose                                  | Rick Slater of San Jose                             |
| Insulation   |                                  | Central Cal Insulation of San Jose         | Alcal Arcade Insulation of Fremont          | F. Rodgers of Livermore                                  |   |
| Control Access   |                                  | Johnson Electronics of Salinas             |   |  |   |
| Signage  |                                  |  | Randall Macsigns of Watsonville             | Randall Macsigns of Watsonville                          |   |
| Wall Cover   |                                  |  |   | Wallcovering Designs of San Carlos                       |   |
| Specialties  |                                  |  |   | Pacific Const. of Paso Robles                            |   |
| Casework   |                                  |  |   |  | B K Mill of Newark                                  |

11.01

**CONTRACT FOR THE REMODEL CONSTRUCTION OF THE BUILDING LOCATED  
AT 110 VERNON STREET, SANTA CRUZ AND RELATED SITE WORK  
No. 09-10**

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and **DMC CONSTRUCTION, INC.** ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

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

1.02 METRO's Need For The Remodel Construction Of The Building Located At 110 Vernon Street, Santa Cruz And Related Site Work

METRO requires the remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. In order to obtain said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work, the METRO issued an Invitation for Bids, dated February 20, 2009 setting forth specifications for such remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is 2611 Garden Road, Monterey, California. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On April 10, 2009 METRO selected Contractor as the lowest responsive, responsible bidder to provide said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

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

a) Exhibit A



Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 09-10" dated February 20, 2009 (2 volumes with 67 architectural and engineering drawings) including Addendum number 1 dated March 13, 2009.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work as signed by Contractor.

## 2.02 Conflicts

Refer to PART I, Item 1.03, item B.

## 2.03 Recitals

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

# 3. TIME OF PERFORMANCE

## 3.01 General

The work under this Contract shall be completed 100 calendar days after the date of commencement specified in the Notice to Proceed for all work excluding the elevator, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2. The elevator work under this Contract shall be completed 128 calendar days after the date of commencement specified in the Notice to Proceed for all work related to the elevator, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

## 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for 128 calendar days after the date of commencement specified in the Notice to Proceed. METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

## 3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

# 4. SCOPE OF WORK

## 4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 09-10 dated February 20, 2009 for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

## 4.02

Contractor and METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply

with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

## 5. COMPENSATION

### 5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed **\$1,833,141** for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the **\$1,833,141** maximum amount payable under this contract, that it does so at its own risk.

### 5.02 Release of Claims

Payment by METRO of undisputed contract amounts is contingent upon the Contractor furnishing METRO with a Release of All Claims against METRO arising by virtue of the part of the contract related to those amounts.

### 5.03 Retention of progress payments

METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

### 5.04 Change in Contract Price

#### 5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
  1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or

2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

#### 5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
  1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
  2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
  3. The amount paid for subsistence and travel required by collective bargaining agreements.
  4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
  1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish

materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.

- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
  2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
  4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the

equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
  2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
  3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

#### 5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

#### 5.04.04. Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the “Contractor’s Fee,” except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

| Actual Necessary Cost | Overhead and Profit Allowance |
|-----------------------|-------------------------------|
| Labor.....            | 33 percent                    |
| Materials .....       | 15 percent                    |
| Equipment.....        | 15 percent                    |

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor’s total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor’s total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor’s written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
  2. Failure of METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which METRO is responsible.
  3. Survey error by METRO.
  4. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
  5. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

#### 5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

#### 5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

#### 5.07 Waivers and Releases

- A. Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2).
- B. METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If METRO fails to make such payments in a timely manner, METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by METRO's financial officer.

#### 6. LABOR HARMONY

METRO operates in a unionized environment. METRO's expectations is that the contractor use its best efforts 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. METRO expects the contractor's responsibilities to include using its best efforts to provide 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.). METRO will not take actions that would impede or interfere with the operations of the contractor, or the contractor's subcontractors during the construction.

In order to reflect the commitment of both parties to maintaining labor harmony METRO hereby assures the contractor that it's employees will work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site and will use its best efforts to ensure that no actions are taken that will hinder the work of the contractor. METRO's responsibility in maintaining labor



harmony shall include the using its best efforts in the 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.).

7. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

METRO

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

Attention: General Manager

CONTRACTOR

DMC Construction, Inc.  
2611 Garden Road  
Monterey CA 93940

Attention: President

8. ENTIRE AGREEMENT

8.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

8.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

9. AUTHORITY

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

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

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR—DMC CONSTRUCTION, INC.

By \_\_\_\_\_  
Dan J. McAweeney  
President

Approved as to Form:

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

# **EXHIBIT - A**

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Invitation for Bids (IFB) for the Remodel Construction of  
the Building Located at 110 Vernon Street, Santa Cruz**

**And Related Site Work**

**METRO IFB No. 09-10**

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**Date Issued: February 20, 2009**

**Bid Deadline: 2:00 p.m., March 24, 2009**

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### **Contents of this IFB**

- 1. Volume 1:
  - Part I. Instructions to Bidders
  - Part II. Bid Form
  - Part III. General Conditions of the Contract
  - Part IV. Special Conditions of the Contract
  - Part V. Contract
  - Part VI. FTA Requirements for Construction Contracts
  - Part VII. Protest Procedures
  - Attachment A Disadvantaged Business Enterprise Information
  - Attachment B Standard Agreement For Subcontractor/DBE Participation
- 2. Volume 2: Project Specifications
- 3. Construction Drawings

**PART I**  
**INSTRUCTIONS TO BIDDERS**

**1.01 THE PUBLIC WORK**

- A. The Santa Cruz Metropolitan Transit District (METRO) is requesting sealed bids for a fixed-price contract for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. This public work shall include the furnishing of all supervision, labor, materials, freight, transportation, equipment, supplies, tools, services and other work as defined in the Invitation For Bid (IFB) No. 09-10 for this Project.
- B. This public work is funded in part with federal assistance and as a result, the Bidder must adhere to all federal requirements, which are a part of this contract. This includes the requirement of submitting with the Bid certain certifications required by federal laws and regulations. By submitting a Bid, the Bidder warrants that it has read and understood the entire IFB including Part VI (Federal Transit Administration (FTA) Requirements for Construction Contracts) of the IFB and agrees to fulfill all the terms and conditions of the contract including Part VI if selected as the contractor.

**1.02 RESERVED**

**1.03 COORDINATION, INTERPRETATION, AND EXAMINATION OF CONTRACT DOCUMENTS**

CONTENTS: This Invitation for Bids (IFB) includes two volumes and the construction drawings. Volume 1 includes the following parts: (I) Instructions to Bidders, (II) Bid Form, (III) General Conditions of the Contract, (IV) Special Conditions of the Contract, (V) Contract, (VI) FTA Requirements for Construction Contracts, (VII) Santa Cruz Metropolitan Transit District Protest Procedures, Attachment A – Disadvantaged Business Enterprise Information and Attachment B - Standard Agreement For Subcontractor/DBE Participation. Volume 2 includes the specifications for the construction, including the administration and management of the construction. The construction drawings are identified separately. The Final Contract will include all the IFB parts identified above, any addenda that METRO issues during the IFB process and the Contractor's completed bid documents.

- A. All contractual provisions required by the Department of Transportation (DOT), as set forth in Part VI and FTA Circular 4220.1E are hereby incorporated herein by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms (Part VI) shall be deemed to control in the event of a conflict with other provisions contained in this Contract unless the conflicting provisions provide more or greater rights to METRO or third parties or a required state law provision provides more or greater rights to METRO, third parties or to the Contractor. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRO requests, which would cause METRO or contractor to be in violation of the FTA requirements set forth in Part VI.
- B. In the event of inconsistencies between requirements contained in different components of the contract documents, provisions in Part I, and III prevail over the remaining contract documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders, 2. Part V, 3. Addenda or Letters of Clarification, 4. Part IV of the Contract, 5. Contracting Requirements Divisions 1-16, 6. Drawings, With reference to Drawings: 1. Figures govern over scaled dimensions, and 2. Detailed drawings govern over general drawings.
- C. The Bidder shall thoroughly examine and become familiar with all of the various parts of the contract documents and determine the nature and location of the work, the general and local conditions and all other matters, which can in any way affect the work under this contract. Failure to make an examination necessary for this determination shall not release the bidder from the obligations of this contract.
- D. No oral contract or conversation with any Director, officer, agent or employee of METRO, either before or after the execution of the contract, shall affect or modify any of the terms or obligations contained therein.

#### **1.04 PRE-BID CONFERENCE AND JOB WALK**

A pre-bid conference will be held on February 27, 2009 at 1:00 p.m. at the following location:

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Suite B  
Santa Cruz, California 95060

- A. This will be followed by a job walk on the same day, to physically inspect the building, and further clarify the Scope of Work.
- B. The pre-bid conference will consist of a discussion of the project requirements followed by a question and answer period. In the job walk, METRO will answer questions raised by the potential bidders during and after the tour of the building.

**Attendance at the pre-bid conference and job walk is strongly encouraged.**

- C. Questions regarding the IFB should be submitted in writing to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060 prior to the pre-bid meeting in order to allow METRO staff sufficient time to prepare responses. Written questions submitted prior to and questions raised at the pre-bid conference and job walk will be answered, if appropriate, by written addenda to the IFB. Upon posting or delivery, such addenda will become a part of the bid documents and binding on all eligible bidders.

#### **1.05 QUESTIONS, CLARIFICATIONS AND IFB REVISIONS**

- A. METRO has made every attempt to provide all information needed by bidders for a thorough understanding of the project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this IFB and the terms and conditions under which the work is to be performed. If omissions, discrepancies, apparent errors or a need for clarification or explanation are found in the IFB, including the architectural or engineering plans and specifications prior to the date of bid opening, the Bidder shall report such to METRO in writing and request a clarification from the METRO which, if substantiated, will be given in the form of addenda to all Bidders. The submission of a bid proposal shall be conclusive evidence that the Bidder has satisfied itself through its own investigation as to the conditions to be encountered, the character, quality and scope of work to be performed, the materials and equipment to be furnished and all requirements of the IFB. Written questions and/or written requests for clarification should be directed to:

Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060  
Attn: Lloyd Longnecker, Purchasing Agent  
E-mail: llongnecker@scmtd.com  
Phone (831) 426-0199  
FAX: (831) 423-2918

- B. METRO reserves the right to revise the IFB prior to the bid opening. Such revisions, if any, will be made by addenda to this IFB. Copies of such addenda will be furnished to all those who attend the Pre-Bid conference. If an addendum includes significant changes, the bid opening due date may be postponed by a number of days that the METRO considers appropriate for Bidders to revise their Bids. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than ten (10) calendar days prior to the bid opening. Bidders shall acknowledge receipt of all addenda to the IFB Documents in their Bid. Failure to acknowledge receipt of all addenda may render the bid non-responsive.
- C. The bidder shall inform METRO's Construction Manager of all discrepancies that are observed between Federal and State laws, ordinances, and regulations, and the specifications and drawings

pertaining to this work, in writing, prior to the bid opening. The bidder shall include in his bid price, any labor, materials, service, apparatus, and drawings necessary to be performed in order to comply with all these codes, laws, ordinances, and regulations as if therein specified or shown.

**1.06 SPECIFICATIONS BY BRAND OR TRADE NAME**

METRO does not intend in any manner to limit the bidding directly or indirectly by calling for a designated material, product, thing, or service by a specific brand or trade name. If a brand or trade name exists in the IFB, the words "or equal" are intended to follow so that bidders may furnish any equal material, product, thing, or service. A Bidder shall submit data substantiating a request for a substitution of "an equal item" by March 10, 2009, 5:00 P.M. METRO will inform all bidders of the request in the final addendum and whether METRO accepts or rejects the requested substitution.

**1.07 EXPENSES TO BE INCLUDED IN BID PRICE:**

- A. Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work under the IFB complete and ready for immediate use by the METRO without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, tools and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.
- B. Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.5 % of the total bid price. Federal Excise Tax, from which the METRO is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder upon request.
- C. Samples of items, when required, must be furnished free of expense to the METRO and, if not destroyed by tests, may upon request, made at the time the samples are furnished, be returned at Bidder's expense.
- D. Should any unit price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., unit price can be determined by dividing the total price by the estimated quantity).
- E. Should any total price be left blank, the bid will be considered non-responsive unless the blank item can be calculated from the information available (i.e., total price can be determined by multiplying the unit price by the estimated quantity).
- F. If any one line item is left blank, and the above situations do not apply, no attempt will be made to reconcile the amounts. The bid in this case will be considered non-responsive.

**1.08 INELIGIBLE PARTICIPANTS**

Contractors or subcontractors who are ineligible from bidding on or performing public works contracts pursuant to California Labor Code §§1777.1 and/or 1777.7 and/or California Public Contract Code §6109 are prohibited from participating in this procurement. Bidders are prohibited from performing work on this Project with a subcontractor who is ineligible to perform work on public projects pursuant to Labor Code §1777.1 and/or Labor Code §1777.7. Any Bidder or subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code §1771.1 and §1771.7 and/or Public Contract Code §6109 shall not bid on this Project and shall not be awarded the contract or any part thereof. Any contract on this public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any METRO public money for performing work as a subcontractor on this public works contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to METRO. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

### **1.09 CONTRACTOR'S LICENSE REQUIRED**

The work to be performed under the IFB require that the Contractor possess at the time that this contract is awarded a class "A" or "B" license under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the IFB and the Bidder shall be skilled and regularly engaged in the general class or type of work called for under this IFB. Bidder shall only hire subcontractors for this Project who are properly licensed for the work each is contracted to perform in accordance with federal and state laws.

Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including but not limited to any appropriate disciplinary action by the Contractors' State License Board. Failure of the Bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

### **1.10 PREVAILING WAGE REQUIRED AND CERTIFIED PAYROLL RECORDS**

Pursuant to Section 1773 of the California Labor Code, the general prevailing rate of wages for this Project has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Business and Transportation Agency, Department of Transportation Publication entitled General Prevailing Wage Rates, current edition, and may be accessed online at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> or at METRO's Administration Offices located at 370 Encinal, Suite 100, Santa Cruz. The Contractor shall forfeit, as penalty to the METRO, fifty dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code. (See also federal law requirements in Part VI-FTA Requirements for Construction Contracts).

Contractor shall comply with the statutory requirements related to certified copies of payroll records including the maintenance of the records, their certification and their availability for inspection pursuant to Labor Code Section 1776.

### **1.11 BID PREPARATION**

Bidders shall complete the entire Bid Form (Part II), including each required document in accordance with the following:

- A. The bidder shall not delete, modify, or supplement the printed matter in the Bid Form or make substitutions. Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the Bidder.
- B. The Bidder shall execute and submit all FTA Certifications as described in item 1.12 below.
- C. The Bid Form and all accompanying documents shall be completed in ink or typed.
- D. The bidder shall sign the bid in the blank space provided. If bidder is the sole owner, the owner shall sign the bid with his/her full name, address and phone number. If bidder is a corporation, two (2) corporate officers must sign on behalf of the corporation as follows: (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. (3) If bidder is a partnership, the true name of the firm shall be set forth; the names and addresses of all partners shall be given and a partner in the firm shall sign the bid authorized to sign contracts on behalf of the partnership. (4) If the bidder is a joint venture, the bid shall be signed by each participating company, by officers, or other individuals who have the full and proper authorization to do so. (5) If an agent of the bidder signs the bid, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with METRO prior to opening of bids, or must be submitted with the bid. (6) If requested by METRO, the bidder shall promptly submit evidence satisfactory to METRO of the authority of the person signing the bid. If

satisfactory evidence of authorization is not provided, the Bid will be rejected as irregular and unauthorized.

#### **1.12 BID CONTENTS**

Bids shall include, but not be limited to, the following:

- A. Completion and submittal of the Bid Form and the Bidder's Declarations and Statement of Understanding and that Bidder can meet the licensing requirements at the time of the award. (Bid Form Document 1)
- B. The Bidder shall provide sufficient information to demonstrate to METRO's satisfaction that the Bidder is responsible. Criteria used by the METRO to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed subcontractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. A brief description of the history and background of the firm, including a statement of the bidder's qualifications and experience in performing the type of work required for this project must be submitted by the Bidder. The Bidder shall complete and submit the Statement of Bidder's Qualifications, Experience, Financial viability and Ability and Project Capacity with the Bid Form. (Bid Form Document 2)
- C. Completed Non-Collusion Affidavit (Bid Form-Documents 3)
- D. Completed Bidder's Bond or documentation in support of required Bidder's security. (Bid Form-Documents 4)
- E. Completed Certification of Proposed Contractor Regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Contracts over \$100,000). (Bid Form- Documents 5)
- F. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For Subcontracts totaling over \$100,000). (Bid Form-Documents 6)
- G. Completed Certification of Proposed Subcontractor regarding Debarment, Suspension and other Ineligibility and Voluntary Exclusion (For subcontracts totaling \$100,000.00 or less)
- H. Disclosure of Governmental positions (Bid Form-Documents 8).
- I. A statement listing each subcontractor who will perform work in excess of one-half percent of the total bid proposed for the project. Completion and submittal of Designation of Subcontractors. (Bid Form-Documents 9)
- J. Completed Buy America Certificate (Bid Form- Documents 10)
- K. Completed Certification Regarding Lobbying (Bid Form-Documents 11)
- L. Completed Disadvantaged Business Enterprise (DBE) Certificate (Bid Form-Documents 12)
- M. Completed Statement of Compliance (Bid Form-Documents 13)
- N. Apprenticeship Employment Certification (Bid Form-Documents 14)
- O. Completed Workers' Compensation Certification (Bid Form-Documents 15)
- P. Completed Conflict of Interest Statement (Bid Form-Documents 16).



### **1.13 BID SUBMISSION**

- A. To be considered, one (1) original of the bid must be received by **2 p.m. Pacific Standard time on March 24, 2009** at the Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, California 95060, Attn: Lloyd Longnecker, Purchasing Agent. **Bids received after the deadline or delivered to a different location will be returned, unopened.**
- B. Each bid must be submitted in a sealed envelope and be clearly marked to show the bidder's name and the contract name and number, without being opened. **Faxed or electronic bids will not be accepted. All portions of the Bid are to be completed before the Bid is submitted. Failure to do so may result in the bid being rejected as non-responsive.**
- C. All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the METRO's competitive bidding requirements and may render void any Contract let under such circumstances.
- D. Any Bid submitted shall remain valid for a period of sixty (60) days from the date of the Bid Opening. However, the successful Contractor shall have no rights to the contract until the Contract has been fully executed by the METRO and a Notice to Proceed has been issued to the Contractor.

### **1.14 PUBLIC OPENING OF BIDS**

Bids will be publicly opened and each bidder's price shall be read aloud on March 24, 2009, at 2:15 p.m. or as soon thereafter as possible, at 370 Encinal Street, Suite 100, Santa Cruz, California. Bidders, their authorized representatives and others interested are invited to be present. The remaining content of the bids shall not be made public until after the award is made by METRO's Board of Directors.

### **1.15 RECEIPT OF SINGLE BID BY METRO**

If only one bid is received in response to the IFB, a cost/price analysis of the bid may be performed to determine if the bid price is fair and reasonable. The Bidder may be required to submit to METRO within five (5) days of METRO's demand, a detailed cost proposal. The Bidder shall cooperate with METRO in completing and submitting detailed information for the cost and price analysis.

### **1.16 DISQUALIFICATION OF BIDDERS**

- A. More than one bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested as a principal in more than one bid for the work contemplated, may cause the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all bids may be rejected. A party who has quoted prices on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the materials or work. A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local project because of a violation of law or a safety regulation.
- B. Pursuant to California Public Contract Code Section 7106, a bidder shall execute and submit with its bid, a duly notarized "Affidavit of Non-Collusion" on the form included in the IFB. Upon execution of the Affidavit, the bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- C. If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract

so awarded shall be null and void and the Contractor and its bondsmen shall be liable to METRO for all loss or damage which METRO may suffer thereby and the Board of Directors may advertise for a new contract for construction of the Project.

**1.17 WITHDRAWAL OF BIDS**

A bidder may withdraw its bid at any time **before** the time established in the IFB for the opening of bids only by filing a written notice with the Purchasing Agent. An oral notice of withdrawal is ineffective.

**1.18 METRO RIGHTS**

METRO may investigate the qualifications of any Bidder under consideration inclusive of, but not limited to, the information provided in the Bid. METRO may require confirmation of information furnished by the Bidder and require additional evidence of qualifications to perform the Work described in this IFB. METRO reserves the right to:

- A. Reject any or all of the bids, at its discretion;
- B. Reject any bid that, in the opinion of METRO, is so unbalanced in comparison to other bids received and/or to METRO's internal estimates that it does not accurately reflect the cost to perform the Work;
- C. Cancel the entire IFB;
- D. Issue Subsequent IFB;
- E. Appoint evaluation committees to review bids;
- F. Seek the assistance of outside technical experts to evaluate bids;
- G. Disqualify the bid(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder(s); and
- H. Waive any errors or informalities in any bid or in the bidding procedure, to the extent permitted by law.

This IFB does not commit METRO to award or enter into a contract nor does it obligate the METRO to pay for any costs incurred in the preparation and submission of bids or in anticipation of a contract.

METRO may reject the bid of any party who has been delinquent or unfaithful in any former contract with the METRO. METRO may reject a bid from a Bidder who cannot satisfactorily prove that it is responsible as required in the IFB or whose Bid is not responsive.

Bids may be rejected if they show such items as: any alteration of form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the bids incomplete, indefinite, or ambiguous; obviously unbalanced prices; no acceptable bid security; signature by other than an authorized person; addenda not properly acknowledged; failure to use designated Bid Form; bid materially fails to conform to the requirements of the bid documents or if the bid is not properly executed.

**1.19 RELIEF OF BIDDERS**

A bidder, after the bid opening, shall not be relieved of the bid unless METRO consents in writing. Such relief may be obtained by submitting a written request for its withdrawal to the Purchasing Agent. No change to the bid shall be made because of a mistake, except as provided in Section 5100 et. seq. of the Public Contract Code. The bidder is cautioned that, pursuant to Public Contract Code 5105, a bidder who claims a mistake or who forfeits its Bid Security shall be prohibited from participating in further bidding on the project in which the mistake was claimed or security forfeited.

**1.20 PROTEST PROCEDURES**

**Any Claim or Dispute related to this procurement must be filed in accordance with METRO's Pre-Bid, Pre-Award and Post-Award Procurement Protest Procedures which are included with this IFB (Part VII).**

**FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN METRO'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

**1.21 RESERVED**

**1.22 RESERVED**

**1.23 PROHIBITED INTERESTS**

- A. By submitting a bid, the bidder represents and warrants that neither the General Manager, nor any Director, officer, agent, or employee of METRO is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits that arise from it (See State of California Government Code section 1090 et seq.).
- B. No member, officer, agent, or employee of METRO during his/her METRO tenure or for one year thereafter, shall have any interest, direct or indirect, in the contract to be awarded.

**1.24 GRATUITIES**

- A. It is improper for any METRO officer, employee or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the contract or that the Bidder's failure to provide such consideration may negatively affect the METRO's consideration of the Bidder's submission. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to a METRO officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.
- B. A Bidder shall immediately report any attempt by a METRO officer, employee or agent to solicit such improper consideration. The report shall be made to METRO's Purchasing Agent at 831-426-0199. Failure to report such a solicitation may result in the Bidder's submission being eliminated from consideration.
- C. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**1.25 REQUIRED CERTIFICATIONS**

Bids shall include all required Certifications, including a statement that the insurance requirements set forth in the IFB can be obtained and will be carried without reservation or exclusion should bidder be awarded a contract pursuant to the IFB.

**1.26 SUBCONTRACTING**

- A. The bidder shall submit with his/her bid the names and business addresses of each subcontractor who will perform work under the contract in excess of ½ of 1 percent of the amount of the total bid and shall list the portion of the work which will be done by each subcontractor. This information shall be supplied on the Designation of Subcontractors Form, which is part of the Bid Form. Attention is directed to the requirements of Sections 4100 to 4114, inclusive, of the California Public Contract Code, which are applicable to this contract. The contractor shall not, without the consent of METRO, either substitute any person as subcontractor in place of the subcontractor designed in the original List of subcontractors, or sublet or subcontract any portion of the work in excess of ½ of 1 percent of the

total amount of his/her bid for which he/she did not originally designate a subcontractor. When a portion of the work, which has been subcontracted by the contractor, is not being performed in a manner satisfactory to METRO, the subcontractor shall be removed immediately on the request of METRO, and shall not again be employed on the work.

- B. The contractor will require, by written Contract, each subcontractor to be bound to the contractor by the terms of the contract documents, and to assume toward the contractor, all the obligations and responsibilities which the contractor, by the contract documents, assumes toward METRO, to the extent of the work to be performed by the subcontractor. Each subcontract shall preserve and protect the rights of METRO under the contract documents with respect to the work to be performed by the subcontractor so that subcontracting will not prejudice such rights.

## **1.27 BOND REQUIREMENTS**

### **A. Bidders Security**

1. All bids must be accompanied by bidder security in an amount not less than ten percent (10%) of the Total Contract Price, payable to METRO. The Bidder's Security must be in the form of cash, a cashier's check, a certified check, or a Bidder's Bond or a combination thereof. If a Bidder's Bond is furnished, it must conform to the form enclosed in the IFB (Bid Form, Part II). In submitting a Bid, it is understood and agreed by Bidder that the right is reserved by METRO to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of the bids, without the written consent of METRO.
2. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his/her bid within sixty (60) days after the bid opening without the written consent of METRO, shall refuse or be unable to enter into this Contract, as provided herein, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payment Bonds, as provided herein or refuse or be unable to furnish adequate and acceptable insurance, as provided herein, he/she shall forfeit his bid security to the extent of METRO's damages occasioned by such withdrawal, or refusal or inability to enter into an agreement, or provide the required security therefore.
3. It is further understood and agreed that to the extent the defaulting bidder's bid bond, certified check, cashier's check, treasurer's check, and/or official bank check (excluding any income generated thereby) which has been retained by METRO as provided shall prove inadequate to fully recompense METRO for the damages occasioned by default, then the undersigned bidder agrees to indemnify METRO and pay over to METRO the difference between the bid security and METRO's total damages, so as to make METRO whole.
4. The Bid Bond must be issued by a fully qualified surety company, an admitted surety insurer, acceptable to METRO and listed as a company currently authorized under 31 Code of Federal Regulations (CFR), Part 223 as possessing a Certificate of Authority as described thereunder and, listed as a company possessing the authority to issue surety bonds in the State of California. Bidder's securities will be held until the Contract has been fully executed, after which all Bidders' securities, except any Bidders securities which have been forfeited, will be returned to the respective Bidders as soon as practicable but in no event beyond sixty days from the award of the contract.

### **B. Payment Bond**

A payment bond in the form set forth in the IFB (Part V) shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The payment bond shall provide METRO with security for Contractor's full payment to all subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of performance of the Contract. The payment Bond must be issued by a fully qualified surety company, an admitted surety insurer, acceptable to METRO and listed as a company currently authorized under 31 Code of Federal Regulations (CFR), Part 223 as possessing a Certificate of Authority as described

thereunder and, listed as a company possessing the authority to issue surety bonds in the State of California.

C. Performance Bond

A performance bond in the form set forth in the IFB (Part V) shall be executed within ten working days after the signing of a Contract in an amount not less than one hundred percent (100%) of the Contract price. The performance bond shall guarantee the Contractor's faithful performance of the Contract in compliance with all terms, conditions and requirements specified in the Contract documents. The performance Bond must be issued by a fully qualified surety company, an admitted surety insurer, acceptable to METRO and listed as a company currently authorized under 31 Code of Federal Regulations (CFR), Part 223 as possessing a Certificate of Authority as described thereunder and, listed as a company possessing the authority to issue surety bonds in the State of California.

**1.28 AWARD OF CONTRACT**

- A. METRO will make an award to the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB. Any such award will be made pursuant to a Notice of Award signed by METRO within 60 days after bid opening. If the lowest responsive, responsible Bidder refuses or fails to execute the contract, METRO may award the contract to the next lowest responsive, responsible Bidder or solicit new bids.
- B. METRO will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
- C. METRO will select the lowest responsible bidder based on a determination of (1) which bidder is the lowest monetary bidder on the Base Bid; (2) whether or not the lowest monetary bidder submitted a responsive bid; and (3) whether or not the lowest monetary bidder is responsible.
- D. The lowest monetary bidder shall be determined based on the total unit price amounts (Base Bid).
- E. A bid will be determined to be responsive if it does what the bidding instructions demand and all required documentation is provided. The following factors will be evaluated:

| <b><u>RESPONSIVE FACTORS</u></b>                                | <b><u>CRITERIA</u></b> |
|---|------------------------|
| 1. Bidder's Bond  | Pass/Fail              |
| 2. Completed Documentation and Required Certification Submitted | Pass/Fail              |
| 3. Bid Meets IFB Requirements                                   | Pass/Fail              |

- F. Responsibility is defined as the apparent ability of the Bidder to meet and successfully complete the requirements of the Contract. Responsibility includes consideration of a Bidder's trustworthiness, the quality of past performance, financial ability, and the fitness and capacity to do the proposed work in a satisfactory and safe manner. Bidder may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to METRO that it is competent to successfully perform the Work. The following factors will be evaluated:

| <b><u>RESPONSIBILITY FACTORS</u></b>            | <b><u>CRITERIA</u></b> |
|---|------------------------|
| 1. Quality of Past Performance and Experience   | Pass/Fail              |
| 2. Key Personnel Experience                     | Pass/Fail              |
| 3. Financial Viability and Ability              | Pass/Fail              |
| 4. Fitness and Capacity to do the Proposed Work | Pass/Fail              |

### **1.29 EXECUTION OF CONTRACT**

The bidder to whom an award is made shall execute the contract and furnish the required proof of Insurance and payment and performance bonds within ten (10) working days after receipt of Notice of Award. All required documents shall be returned to the Purchasing Agent, 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

### **1.30 USE OF CONSULTANTS**

- A. No limitation shall be imposed on METRO's use of Consultants in any activity related to the Scope of Work. The Consultants, if any, at the direction of METRO's Project Manager, shall be accorded the same access to facilities and participation in the work activity as any member of METRO's project team. Involvement of Consultants may include, but shall not be limited to, supervision of construction, contract administration, inspection, progress and technical meetings, conference calls, document review, etc., as directed by METRO.
- B. METRO shall have the option of adding Consultants to the distribution list to receive all or selected contract documents.

### **1.31 PUBLIC RECORDS ACT**

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as "Trade Secret", "Confidential" or "Proprietary". METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked "Trade Secret", "Confidential", or "Proprietary". However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney's fees, in connection with such actions.

### **1.32 DISADVANTAGED BUSINESS ENTERPRISES**

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Finance Assistance Program. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A contract goal of 10% DBE participation has been established for this procurement.
- B. Bidders are required to document sufficient DBE participation to meet METRO's established contract goal or, alternatively, document adequate good faith efforts to do so as provided for in 49 CFR 26.53. Bidders are required to submit Bid Form- Document 12 to document compliance. Award of this contract is conditioned on submission of the following documentation concurrent with and accompanying the sealed bid:
  - 1. The names and addresses of DBE firms that will participate in this contract;
  - 2. A description of the work each DBE will perform;
  - 3. The dollar amount of the participation of each DBE firm participating;
  - 4. Written documentation of the bidder's commitment to use a DBE whose participation it submits to meet the goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the Bidder/Contractor's commitment;
  6. If the contract goal is not met, evidence of good faith efforts to do so.
- C. To find a database of Certified Disadvantaged Business Enterprise (DBE) firms, please go to the State of California, Caltrans website address: <http://www.dot.ca.gov/hq/bep/> This site will provide access to the State's Unified Certification Program for DBE listings that are updated daily.

### **1.33 REPORTS AND INVESTIGATIONS**

Bidders are advised that an investigation of subsurface conditions has been made by METRO in respect to foundation requirements and/or other design issues. Bidders may inspect the records of METRO as to such investigation, including examination of samples and drill cores, if any. When logs of test boring showing a record of the data obtained by METRO's investigation of subsurface conditions are made available, said logs represent only the opinion of METRO as to the character of material encountered by it in its test borings and are made available only for the convenience of bidders.

Note that METRO's investigation of subsurface conditions is made for the purpose of design. METRO assumes no responsibility whatever in respect to the sufficiency of test borings, or accuracy of the log of test borings, or other preliminary investigations, or of the interpretation thereof. There is no guarantee expressed or implied that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unforeseen developments may not occur.

No information derived from such inspection of records or preliminary investigations made by METRO, or from the Engineer, or from assistants, or from the maps, Specifications, profiles, or Drawings will in any way relieve the Contractor from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by METRO may be inspected at 370 Encinal Street, Suite 100, Santa Cruz.

### **1.34 AUTHORITY OF THE CONSTRUCTION MANAGER**

METRO has entered into an agreement with Harris and Associates to provide third party Construction Management. The Notice to Proceed will provide the Contractor the name and contact information for the individual who is METRO's Construction Manager for this Project. METRO retains the right to change the Construction Manager at its discretion and will notify Contractor within twenty-four (24) hours of such change. The Construction Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and rate of progress of the work, all questions that may arise as to the interpretation of the Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Construction Manager's decision shall be final. The Construction Manager shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

### **1.35 PERMITS**

Metro is a self-permitting government agency. City of Santa Cruz permits are waived, but METRO requires that the terms and conditions of the City permits be performed. All state required permits must be obtained.

**II. BID FORM  
Document 1**

FOR: **Remodel Construction of the Building Located at 110 Vernon Street,  
Santa Cruz and Related Site Work**

BID TO: Santa Cruz Metropolitan Transit District  
Attention: Lloyd Longnecker, Purchasing Agent  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

BID FROM:

---

(Print Name of firm submitting Proposal)

---

(Address)

---

(City, State, Zip Code)

---

(Telephone)

(Fax)

---

(Email address)

***Bidder's Declarations and Statement of Understanding***

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. Bidder acknowledges that addenda numbers \_\_\_ through \_\_\_ have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.



**II. BID FORM**  
**Document 1**

- 4) The bidder, having the appropriate active contractor's license (Class "A" or "B") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by METRO for the construction of the MetroBase Project Phase 1, having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, California 95060. If awarded the Contract, **the bidder agrees to complete the project within 100 calendar days after the date of the commencement specified in the Notice to Proceed.**
- 5) The bidder agrees to perform the work for the combined cost of all items of work in the amount of:  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In words-printed or typed)
- 6) Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of \_\_\_\_\_  
\_\_\_\_\_ (%) of the total of all work with its own forces.

There is herewith enclosed cash, a Bidder's Bond, or bid security for the benefit of, or a certified check or cashier's check made payable to, Santa Cruz Metropolitan Transit District in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In words-printed or typed)

The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder and the bidder fails to sign the Contract and/or furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and/or other required items within the time limit specified in the IFB, it will forfeit the bid bond/security to METRO and METRO may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Santa Cruz Metropolitan Transit District for the difference between the amount of the disqualified bid and the larger amount for which the Santa Cruz Metropolitan Transit District procures the work plus all of the Santa Cruz Metropolitan Transit District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

**BIDDER IS A:** (circle one)

Corporation      Partnership      Individual      Joint Venture      Other \_\_\_\_\_

Federal Tax Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

What is the official name registered with the IRS for this number?

\_\_\_\_\_

When were you organized? \_\_\_\_\_

If a Corporation, where incorporated? \_\_\_\_\_

**II. BID FORM  
Document 1**

How many years have you been in the contracting business under your current firm name or trade name? \_\_\_\_\_

State the date bidder first began business \_\_\_\_\_

State any other names that bidder has used or done business under in the past five (5) years.

\_\_\_\_\_  
**NAMES AND TITLES OF KEY MEMBERS OF FIRM:** \_\_\_\_\_

\_\_\_\_\_  
(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

**NAME OF PRESIDENT IF A CORPORATION:** \_\_\_\_\_

**NAME OF SECRETARY IF A CORPORATION:** \_\_\_\_\_

**STATE OF INCORPORATION:** \_\_\_\_\_

**CALIFORNIA CONTRACTOR'S LICENSE(S):**

Contractor warrants that it either has the required license as indicated or will possess the required license at the time of the award.

Name of License(s):

|                   |        |                 |
|-------------------|--------|-----------------|
| Classification(s) | Number | Expiration Date |
|-------------------|--------|-----------------|

(For Joint Ventures, list license or licenses for all Joint Venture partners.)

**CORPORATE SEAL:**

Identification of contact person during IFB process:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**II. BID FORM**  
**Document 1**

Acceptance of Terms:

Execution of this Bid Form shall be deemed as acceptance of all the terms and conditions as set forth in the Notice and Invitation of Bids, including but not limited to the Instructions to Bidders (Part I), Bid Form (Part II), General Conditions of Contract (Part III), Special Conditions of Contract (Part IV), Contract (Part V), the FTA Requirements for construction contracts (Part VI), Volume 2 and the construction drawings.

NAME OF BIDDER'S FIRM:

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

BID FORM – DOCUMENT 2

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE,  
FINANCIAL VIABILITY, AND ABILITY & PROJECT CAPACITY**

(Use Additional Sheets if necessary)

**This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.**

The BIDDER is required to state below what work of similar magnitude or character it has completed, and to give a minimum of three (3) references that will enable METRO to judge its experience, skill and business standing and of his/her/its ability to construct the Project as completely and as rapidly as required under the terms of the IFB.

All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, engineer, or other supervising person or public agency. **If necessary, questions may be answered on separate attached sheets.** The BIDDER may submit any additional information it believes is relevant to its qualifications and experience.

1. State the full legal name of the bidder.
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any.
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act) or 31 United State Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.

## BID FORM – DOCUMENT 2

9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date.
10. State bidder's annual gross income for each of the last five fiscal years.
11. Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. The current financial statement must be prepared by a Certified Public Accountant. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.
12. Describe the Organizational Structure of the proposed Project Team. If the Bidder is a Joint Venture than provide a copy of the Joint Venture agreement. Provide a description on any team agreements, the functions and organizational structure of each team member, including proposed major subcontractors and sub-consultants.
13. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience.):
  - a. Have completed to the public owner's satisfaction, no less than three (3) public works projects in the State of California involving the construction remodel of a building, each with an original contract price of no less than \$3,000,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself.
  - b. The General Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least **two (2) public works** projects in the State of California of similar scope, size, and complexity of this project.
  - c. The proposed Project Manager shall have experience in management of construction, including at least five (5) years experience with significant responsibility on at least two (2) construction projects of similar scope, size, and complexity of this project.

BID FORM – DOCUMENT 2

**THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER QUALIFICATION QUESTIONNAIRE, AND KNOW ITS CONTENTS, AND CERTIFY THAT THE RESPONSES PROVIDED TO THE BIDDER QUALIFICATION QUESTIONNAIRE ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES. I FURTHER CERTIFY THAT BIDDER MEETS THE MINIMUM QUALIFICATION CRITERIA SET FORTH HEREIN.

Executed on the date indicated below, at the location indicated below.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Company's Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name of signor)

\_\_\_\_\_  
(Title of signor)

**BID FORM – DOCUMENT 3**  
**NON-COLLUSION AFFIDAVIT**

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

\_\_\_\_\_  
(Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Company Name)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature

**BID FORM – DOCUMENT 4  
BIDDER’S BOND**

That we \_\_\_\_\_ As PRINCIPAL and \_\_\_\_\_  
\_\_\_\_\_ As SURETY, are held and firmly bound  
unto the Santa Cruz Metropolitan Transit District herein called “METRO” OR “DISTRICT” the sum of TEN (10)  
PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal named above, submitted by said Principal to  
**the** METRO for the work described below, for the payment of which lawful money of the United States of America,  
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ \_\_\_\_\_  
\_\_\_\_\_.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted a Bid No. 09-10 for certain construction specifically described as follows,  
which is to be opened on March 24, 2009 for Labor and materials to construct the MetroBase Project Phase 1  
located in Santa Cruz, CA.

NOW, THEREFORE, if the aforesaid Principal is awarded a Contract, and within the time and manner required  
under the specifications, after the prescribed forms are presented to it for signature, enters into a written Contract, in  
the prescribed form in accordance with the Bid, and files two bonds with the METRO, one to guarantee faithful  
performance and the other to guarantee payment for labor and materials, and provides all required insurance  
certificates then this obligation shall be null and void, otherwise, it shall be and remain in full force and effect.

In the event that the METRO brings suit upon this bond and judgment is recovered, the Surety shall pay all costs  
incurred by the METRO in such suit, including a reasonable attorney’s fee to be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance  
Commissioner to transact surety business in the State of California must sign this Bidder’s bond. In addition, the  
Surety’s signature must be notarized and a copy of the Surety’s power of attorney must be attached.

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
ADDRESS OF SURETY

**[End of Bidders Bond.]**



**BID FORM – DOCUMENT 5**

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

(For Prime Contracts totaling over \$100,000)

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM – DOCUMENT 6**

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

(For Subcontracts totaling over \$100,000)

(Subcontractor) \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM – DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) \_\_\_\_\_ certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

---

Signature and Title of Authorized Official





**BID FORM – DOCUMENT 10  
BUY AMERICA CERTIFICATE**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**BID FORM – DOCUMENT 11**  
**CERTIFICATION REGARDING LOBBYING**

*(To be submitted with each bid or offer exceeding \$100,000)*

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor’s Authorized Official

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

**DISCLOSURE FORM TO REPORT LOBBYING ACTIVITES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|   |   |  |
|---|---|--|
| <b>1. Type of Federal Action:</b> <input type="checkbox"/><br>a. Contract<br>b. Grant<br>c. Cooperative agreement<br>d. Loan<br>e. loan guarantee<br>f. loan insurance  | <b>2. Status of Federal Action:</b> <input type="checkbox"/><br>a. bid/offer/application<br>b. initial award<br>c. post-award | <b>3. Report Type:</b> <input type="checkbox"/><br>a. initial filing<br>b. material change<br><br>For Material Change Only:<br>Year _____ Quarter _____<br><br>Date of Last Report: _____  |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, <i>if known</i><br><br>Congressional District, <i>if known</i> : _____                                   |   | <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, <i>if known</i> : _____   |
| <b>6. Federal Department/Agency:</b><br><br>Federal Action Number, <i>if known</i> : _____  |   | <b>7. Federal Program Name/Description:</b><br><br><b>CFDA Number, <i>If applicable</i>:</b> _____<br><br>Award Amount, <i>if known</i> :<br>\$ _____  |
| <b>10a. Name and Address of Lobbying Entity</b> (last name, first name, MI):<br><br>(attach continuation sheet(s) SF-LLL-A, <i>if necessary</i> )   |   | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br><br>(last name, first name, MI):  |
| <b>11. Amount of Payment</b> ( <i>check all that apply</i> ):<br><br>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned  |   | <b>13. Type of Payment</b> ( <i>check all that apply</i> ):<br><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify: _____ |
| <b>12. Form of Payment</b> ( <i>check all that apply</i> ):<br><br><input type="checkbox"/> Cash<br><input type="checkbox"/> in kind, specify nature<br>Value _____   |   |  |
| <b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b><br><br>(attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i> ) |   |  |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  |   |  |
|   |   |  |
|   |   |  |
|   |   |  |



**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

|   |  |  |
|---|--|--|
|   |  |  |
| <p><b>16.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p> | <p>Signature: _____<br/>         Print Name: _____<br/>         Title: _____<br/>         Telephone No.: _____</p> |  |
| <p><b>Federal Use Only:</b></p>   |  | <p>Authorized for Local<br/>         Reproduction Standard Form<br/>         - LLL</p> |

**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

---

Company Name

---

Street /Mailing Address

---

City/State/Zip Code

TAX I.D. \_\_\_\_\_

**1. PRIME CONTRACTOR**

The Bidder/Proposer is a Caltrans certified DBE under the Caltrans Uniform Certification Program.

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

The Bidder/Proposer has applied for DBE status through the Caltrans Uniform Certification Program.

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

The Bidder/Proposer is not a Caltrans certified DBE under the Caltrans Uniform Certification Program.

**2. SUB-CONTRACTOR (if proposed in bid or proposal)**

Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access the following web site:

[http://www.dot.ca.gov/hq/bep/documents/Roster\\_of\\_Certifying\\_Agencies.pdf](http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf)

for a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

---

Prime Signature

Date

---

(Position/Title)



**BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE**

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as “Prospective Contractor”) hereby certifies that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et. seq.) both of which are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

\_\_\_\_\_  
(Date)

in the County of \_\_\_\_\_, is made under the penalty of perjury  
(County)

under the laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

**BID FORM – DOCUMENT 13  
APPRENTICESHIP EMPLOYMENT CERTIFICATION**

**APPRENTICESHIP**

For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations of the California Apprenticeship Council, who are enrolled and participating in an apprenticeship program that has graduated apprentices annually for at least the past five (5) years. This requirement applies to any craft used on the project for which the State of California Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program.

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to March 24, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

In the event that there is no state-approved apprenticeship program that meets requirements of this provision for a particular craft or trade utilized under this contract for the MetroBase Project, the Contractor shall be exempt from the requirement of this provision for that craft or trade only.

**APPRENTICESHIP EMPLOYMENT CERTIFICATION**

Under the laws of the State of California, the undersigned declares, under penalty of perjury, compliance with the apprentice programs described in the Special Conditions for the workforce employed by Contractor or any subcontractor under the contract for Specification for the MetroBase Project.

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**BID FORM – DOCUMENT 14**  
**WORKERS' COMPENSATION CERTIFICATION**

I, as the Contractor for the MetroBase Project, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract, if I am selected as the Contractor.

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

The Bidder certifies that:

1. The Bidder has not employed in connection with services to be performed by the Contract a current or former METRO employee who was directly or indirectly involved with this procurement;
2. The Bidder has not employed in connection with the services to be performed by the Contract a current or former employee of RNL who was directly or indirectly involved in the preparation of the specifications or this IFB;
3. The Bidder did not receive any confidential information in connection with the services to be performed by the Contract; and
4. The Bidder has not employed as a lobbyist any former METRO Board Member or employee who left the METRO within the last twelve (12) months.

The Bidder further certifies that it has set forth below the names of all current and former METRO persons identified including METRO Board Members, employees it has or intends to employ in connection with the services to be performed under the Contract.

Current and/or former METRO Board Members, alternatives, or employees:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

|                             |                                  |       |
|-----------------------------|----------------------------------|-------|
| _____                       | _____                            | _____ |
| Typewritten or Printed Name | Signature of Authorized Official | Title |

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

**CONFLICT OF INTEREST CHECKLIST**

All Bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. If any response has a “yes” answer, provide accurate and complete information for analysis.

1. Have you or any of your team member(s) or consultant(s) ever been employed by, or done work for, the METRO? Yes  No

If your answer is “Yes”, please provide the additional information.

- |                            |                              |                             |                |
|----------------------------|------------------------------|-----------------------------|----------------|
| • Full-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Part-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • As-Needed employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Consultant               | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Or other, please explain | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |

- 
- Dates of Employment/consulting contract:

- 
- In which department(s) did you work?

- 
- Who was your supervisor(s)/who did you supervise?

- 
- Please describe your job duties and responsibilities or consulting work for each METRO position held:

- 
- Last date of employment or consultant contract:

2. Are any METRO Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? Yes  No

If the answer is “Yes”, please provide the additional information:

- Name(s) of Board Members:

- 
- What is his/her position with your company?

- 
- Percentage of ownership of company shares:



**BID FORM – DOCUMENT 15**  
**CONFLICT OF INTEREST STATEMENT**

3. Are any of your former employee's or consultant's presently employed by the METRO? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of each former employee:
- 

- All titles of each former employee:
- 

- Description of job duties:
- 

- Dates of employment or date consultant worked for you:
- 

4. In the preceding twelve months, has the Bidder/Proposer made, arranged or delivered any gift(s) to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the gift:
- 

- Value of the gift:
- 

- Description of the gift:
- 

- Date the gift was delivered:
- 

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the contribution:
- 

- Name of Board Member receiving contribution:
- 

- Amount of the contribution:
-

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

- 
- Description of form of contribution (i.e. cash, check):

- 
- Date the contribution was delivered:

- 
- To whom was the contribution delivered:
- 

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

---

Typewritten or Printed Name

---

Signature of Authorized Official

---

Title

**PART III**  
**GENERAL CONDITIONS TO THE CONTRACT**

**I. GENERAL PROVISIONS**

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. This public work contract is funded in part with federal assistance and as a result, the Contractor must adhere to all federal requirements which are a part of this contract. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

1.02 Right to Modify Contract

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

**2. TERMINATION**

2.01 Termination for Convenience

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

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

notice of termination; and (9) take such action as may be necessary, or as the METRO may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the METRO has or may acquire an interest.

## 2.02 Termination for Default

- 2.02.01 If the Contractor should be in default and fails to remedy this default within ten (10) calendar days after receipt from METRO of such notice of default, METRO may terminate the contract, or such portion thereof, as METRO determines is most directly affected by the default. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, or subletting of this contract without approval of METRO; bankruptcy or appointment of a receiver for Contractor's property/business; failure of Contractor to perform the services or other required acts within the time specified for this contract or any extension thereof; refusal or failure to provide proper workmanship; failure to make progress as to endanger performance of this contract in accordance with its provisions.
- 2.02.02 If the Contract is terminated in whole or in part for default, the METRO may procure, upon such terms and in such manner as the METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the METRO, the Contractor shall be liable to the METRO for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 2.02.03 If, after notice of termination of this Contract under the default, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and METRO shall be considered to have been terminated pursuant to termination for convenience of the METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

Contractor shall notify METRO in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. The METRO shall notify the Contractor of its decision in

writing. The METRO's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

### 3.03 Losses

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

## 4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract. Contractor shall insure that each subcontractor working on the Project also has the requisite skill, experience, financial ability, overall expertise, resources and appropriate licenses as necessary so as to be able to perform the work required by the Contract.

## 5. PROFESSIONAL RELATIONS

### 5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. METRO shall neither have nor exercise control or direction over the methods and means of all portions of the Work performed by Contractor (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of METRO is to ensure that such services are performed and rendered in a competent and cost effective manner. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that the METRO will be relying upon such professional quality, accuracy, completeness, and coordination in the performance of the Work by Contractor.

### 5.02 Benefits

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

## 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

### 6.01 Scope

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

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

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

## 7. INSURANCE

### 7.01 General

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

### 7.02 Types of Insurance and Minimum Limits

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

- (1) Worker's Compensation (in accordance with California Labor Code §3700) and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractors vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
  - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
  - (b) Full Personal Injury coverage.
  - (c) Broad form Property Damage coverage.
  - (d) A cross-liability clause in favor of the METRO.
- (4) Contractor shall comply with all requirements related to the provision of Unemployment Insurance.

### 7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by METRO.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit METRO is hereby added as an additional insured as respects the operations of the named insured."

- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide METRO at or before the effective date of this Contract with a certificate of insurance of the coverage required.

## 8. RESERVED

## 9. NO DISCRIMINATION

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

## 10. DISADVANTAGED BUSINESS ENTERPRISES

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

## 11. PROMPT PAYMENT

### 11.01 Prompt Progress Payment to Subcontractors

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

### 11.02 Prompt Payment of Withheld Funds to Subcontractors

Contractor is required to set forth the language cited in Section 11.01 above in all subcontracts and shall require all of its subcontractors to include such language.

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

## 12. RESERVED

### 13. MISCELLANEOUS PROVISIONS

#### 13.01 Successors and Assigns

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

#### 13.02 Survival of Rights and Obligations

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

#### 13.03 Limitation on METRO Liability

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

#### 13.04 Drug and Alcohol Policy

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

#### 13.05 Publicity

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

#### 13.06 Consent to Breach Not Waiver

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

#### 13.07 RESERVED

#### 13.08 No Conflict of Interest

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

#### 13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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



### 13.10 Cal OSHA/Hazardous Substances

- 13.10.01 Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide the METRO's Project Manager with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on METRO property.
- 13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the METRO against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 13.10.03 Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 13.10.04 Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

### 13.11 Non-Assignment of Contract

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

### 13.12 No Subcontract

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

### 13.13 Severability

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

### 13.14 All Amendments in Writing

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

### 13.15 Audit

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

### 13.16 Smoking Prohibited

Contractor, its employees, subcontractors and agents shall not smoke on METRO premises, while performing the work required, or in a METRO vehicle.

### 13.17 Responsibility for Equipment

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

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

### 13.18 Grant Contracts

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

### 13.19 Time of the Essence

Time is of the essence in this Contract.

### 13.20 Unfair Business Practice Claims

In entering into this contract, the Contractor offers and agrees to assign to METRO all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15 et seq.) or under the Cartwright Act (Business and Professions Code §16700 et seq.) arising from the purchase of goods, services, or materials pursuant to this public works contract or the subcontract. This assignment shall be made and become effective at the time METRO tenders final payment to the contractor without further acknowledgement by the parties.

### 13.21 Nondiscrimination

During the performance of this contract, Contractor and subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated hereunder (Cal. Admin. Code, Title 2, Section 7285.0 et seq.) the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and are made a part hereof as if set forth in full. Contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Contract.

**PART IV**  
**SPECIAL CONDITIONS OF THE CONTRACT**

**1. BASIC SCOPE OF WORK**

1.01 Basic Scope of Work

Contractor shall, without limitation, shall provide remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work in accordance with the "Specifications" section of the Invitation for Bids, dated February 20, 2009.

- 1.02 The Contractor shall prepare and submit for the Construction Manager a detailed cost breakdown to serve as the basis for progress payments before work commences, this breakdown is to serve as the basis for progress payments and is to be submitted before work commences. The cost breakdown shall be segmented into basic items of work corresponding to the Schedule of Work with the aggregate equaling the Contract total. Cost breakdowns containing prices that appear to be unbalanced may be rejected.

The following general guidelines shall be followed:

1. There must be sufficient detail included to allow the Construction Manager to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.

2. Each price must include the cost of material, equipment, and labor stated separately.

The Construction Manager will not make progress payments until the detailed cost breakdown has received favorable review.

**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 the remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the METRO.

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

2.01.03 CONTRACTOR – The entity entering into a contract/agreement and synonymous with Bidder.

2.01.04 DAYS - Calendar Days unless specifically noted otherwise

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

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

**3. LIQUIDATED DAMAGES**

The contractor agrees to complete all of its work required in the Contract Documents, or any subsequent revisions or modifications thereto, within the time specified in the bid form, subject to Change Orders increasing or decreasing the time specified. It is agreed by the parties to this Contract that time is of the essence to the performance of this Contract by Contractor, and that in case the work called for under the Contract is not completed in all respects and requirements within the time called for in the Contract Documents, plus any agreed upon extensions of time,

damages will be sustained by the METRO. If Contractor is delayed by certain specified causes that are beyond Contractor's control (e.g., weather, strikes, natural disasters) then the resulting delay is excused and liquidated damages will not be assessed. Contractor further agrees that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum set forth within these Contract Documents is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to the METRO the sum of \$1,000 for Liquidated Damages for each consecutive calendar day's delay beyond the time prescribed in the Contract for completion as set forth below for each project sequence identified herein that is not completed as scheduled; and Contractor further agrees that the METRO may deduct and retain the amount thereof from any monies due the Contractor under the Contract:

The Contractor is put on notice that funding for this project is time sensitive with regard to the completion date. Delays shall be made up for by overtime work to maintain the scheduling. Any additional costs for overtime work to maintain the scheduled completion date shall be borne by the Contractor.

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

#### 4. STATE CONTRACT PROVISIONS

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

Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

- 4.06 Contractor must maintain certified payroll records in compliance with Labor Code §1776. At a minimum, the certified payroll records must show the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each worker. The Contractor and each of Contractor's subcontractors must certify the accuracy of the records and must make the records available for inspection at all reasonable hours. The public may inspect the records but only after the worker's name, address and social security number are removed.

5. RESERVED

6. NOTICE TO PROCEED

As soon as practicable after execution of the contract, and after receipt of acceptable insurance certificates and the payment and performance bonds by METRO, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than 10 days following the issuance of the Notice to Proceed.

7. DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify METRO in writing of: (1) material the Contractor believes may be hazardous waste as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site differing materially from those indicated in this contract; or (3) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in this contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

8. PERMITS AND LICENSES

- 8.01 To the extent permit and licensing requirements are applicable, the contractor shall procure all permits and licenses not procured by METRO and required by the project, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. As a matter of bidder responsibility, bidders shall be properly licensed in accordance with the laws of the State of California at the time of contract execution.
- 8.02 Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 1020 N Street, Sacramento, California 95814. (Business and Professions Code Section 7030). Any bidder or contractor not licensed in accordance with the laws of the State of California is subject to the penalties imposed by such laws.
- 8.03 Approvals and certificates of inspection for the work shall be submitted to METRO's construction manager at the completion of the project, prior to final payment.

## 9. CODES, REGULATIONS AND LAWS

- 9.01 All work performed under these Specifications shall be in strict accordance with all Federal, State, and Local codes, ordinances, rules, and regulations of all public administrative authorities having jurisdiction over this work.
- 9.02 All materials and supplies furnished pursuant to the specifications shall be in compliance with all federal and state laws and applicable local regulations and ordinances. Contractor shall, if requested by METRO, provide certification and evidence of such compliance.

## 10. INTERFERENCE WITH BUSINESS OPERATIONS

Contractor shall not interfere with normal operation of METRO's facilities or equipment or the work of any other contractors. When the Contractor anticipates unavoidable interference, it shall notify METRO in advance. METRO will determine whether such interference is unavoidable and will, if required, establish the necessary procedures under which the interference will be allowed. METRO shall have final determination of the priorities in case of conflicts with operations of others. Contractor shall not operate any of METRO's equipment or systems or those of any other contractor or subcontractor except at the direction and under the immediate supervision of METRO.

## 11. USE OF PREMISES

- 11.01 Work shall be scheduled in such a manner as to minimize disruption of on-going work and activities of METRO's employees and contractors. The Contractor is responsible for safety and security precautions during the project to minimize risk of injury or theft.
- 11.02 Work to be completed during regular working hours Monday through Friday from 7 a.m. to 5 p.m. METRO's Project Manager must authorize work after-hours or on weekends. Contractor shall comply with the City of Santa Cruz noise ordinance.
- 11.03 The Contractor shall not allow debris or waste materials to accumulate; regular periodic removals shall be made to keep premises and buildings in orderly appearance during the performance of work.
- 11.04 Contractor, after completion of the work and prior to final inspection and acceptance by METRO, shall thoroughly clean all work areas from dirt, stains, soiling, or defacement of any kind.
- 11.05 METRO's Construction Manager shall designate specific areas and times for delivery and unloading of construction materials and equipment. The Contractor shall not park vehicles or equipment, or unload materials, at any area other than designated areas without the prior approval of METRO's Construction Manager.

## 12. SAFETY OF PERSONNEL ON THE JOB SITE

- 12.01 The Contractor shall provide, erect, and maintain all such temporary work as may be required for the protection of the public and those employed on or about the property, including temporary fences, sidewalks, trench plates, guard rails around openings, barricades, and temporary lighting.
- 12.02 METRO's Construction Manager for the project must receive a written incident report for any serious accidents or unsafe conditions that exist.
- 12.03 The Contractor is responsible for its employee safety and training requirements mandated by Cal-OSHA including but not limited to the following; Lock out-Tag out, Right to Know (M.S.D.S.), Hazard Communication Plan, Personal Protective Equipment (P.P.E), Confined Spaces, and shoring of open trenches.

## 13. DEMOLITION

- 13.01 The Contractor is responsible for demolition, removal, and proper disposal of existing materials. After the project is complete all construction debris shall be removed from the site. The waste disposal shall be in compliance with the Waste Reduction and Recycling Plan (WRRP) of City of Santa Cruz and the

County of Santa Cruz. Contractor is also responsible for completing and submitting the Construction and Demolition Debris Recycling Report to the appropriate building inspector. To view this plan go to: <http://www.ci.santa-cruz.ca.us/pw/operationsrr.html>

13.02 Contractor shall be solely responsible for all safety, dust and noise control for work completed under this contract.

#### 14. CONTRACTOR PERSONNEL

The Contractor shall designate, in writing before starting work, a qualified, responsive, and responsible Project Superintendent who shall have complete authority to represent and act for the Contractor. Said authorized representative of the Contractor shall normally be present at the site of the work at all times while work is actually in progress on the Contract to coordinate all construction activities with the key persons in charge of METRO's facilities to ensure as few interruptions as possible. This Contractor's Project Superintendent must have experience in construction of this type and other similar projects.

During any period when work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required.

Whenever the Contractor or an authorized representative is not present on any part of the work where it may be desired to give direction, orders will be given by the Construction Manager, which shall be received and obeyed by the superintendent who may have charge of the particular work in reference to which the orders are given. Any order given by the Construction Manager, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Construction Manager in writing.

The Contractor shall designate, in writing, the names and telephone numbers of at least three representatives who could be contacted at any time in the event that an emergency occurs.

Any subcontractor, or person employed by the Contractor or subcontractor, who fails or refuses to carry out the directions of the Engineer, or appears to the Engineer to be incompetent or to act in a disorderly or improper manner, shall be removed from the work immediately on the written request of the Engineer, and such person shall not again be employed on the work.

#### 15. FILING OF PLANS

Contractor shall be responsible for filing all necessary drawings and plans with other Government and private authorities with jurisdiction, such as utility companies, if their approval is required and/or as otherwise directed by METRO.

#### 16. RESOLUTION OF CLAIMS

##### 16.01 Claims Exceeding \$375,000

16.01.01 In case any disagreement, difference, or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Contract or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, and if the value exceeds \$375,000 then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the provisions of Section 1280, et seq. of the California Code of Civil Procedure except CCP §1283.05(e). Either party to the dispute may invoke this arbitration provision when a dispute arises and all disputes arising from the contract will be consolidated for purposes of Arbitration. Arbitration must be invoked within 90 days of the publishing of the Notice of Completion of the Project or the party is barred from further pursuit of the matter. Any arbitrator appointed or selected shall be experienced in California Construction law.

16.01.02 Any award made by the Arbitrator(s) shall be final, binding, and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid, as the Arbitrator(s) shall, by his/her award, direct.

## 16.02 Claims up to \$375,000

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims subject to these statutory provisions, the following procedures apply:

### 16.02.01 Claims under \$50,000

For claims of fifty thousand dollars (\$50,000) or less, METRO shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the contractor.

16.02.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the contractor.

16.02.03 METRO's written response to the claim, as further documented, shall be submitted to the contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the contractor in producing the additional information, whichever is greater.

## 16.03 Claims over \$50,000

16.03.01 For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), METRO shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims METRO may have against the Contractor.

16.03.02 If additional information is thereafter required, it shall be requested and provided pursuant to this provision, upon mutual agreement of METRO and the Contractor.

16.03.03 METRO's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

## 16.04 Claims Up to \$375,000 Remain in Dispute

16.04.01 If the Contractor disputes METRO's written response, or METRO fails to respond within the time prescribed, the Contractor may so notify METRO, in writing, either within fifteen (15) days of receipt of METRO's response or within fifteen (15) days of METRO's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, METRO shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

16.04.02 Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits their written claim until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

16.05 This section does not apply to tort claims nor shall it be construed to change the time periods for filing tort claims under the California Government Code.



16.06 Public Contract Code Section 20104.4, which is incorporated herein as if fully set forth, establishes procedures for civil actions filed to resolve claims subject to this section and are mandatory for all claims up to \$375,000.00. These procedures include mandatory submission of the matter to non-binding mediation followed, if necessary, by mandatory submission to judicial arbitration which for purposes of these claims shall be final and binding on the parties.

#### 16.07 Continuance of Work

Disagreement by the Contractor with METRO's determination of the need for, or amount of, an adjustment in the contract price or contract time associated with an approved Contract Change Order (or disagreement with METRO's determination that a change has not occurred and no Contract Change Order is needed), or the pendency of a dispute over a condition or term of the contract shall not relieve the Contractor from its obligation to promptly begin and diligently prosecute the work, including the change as described in the approved Contract Change Order, unless a cessation of work is ordered by METRO.

#### 17. RESERVED

#### 18. PRESERVATION AND CLEANING

The Contractor shall clean up the work area at frequent intervals and at other times when directed by METRO. Before final inspection of the work, the Contractor shall clean the project site, and surrounding areas impacted by the work. All parts of the work area shall be left in a neat and presentable condition. Final cleaning shall include washing, dusting and sweeping, as needed. Final cleanup will be considered as included in the contract price.

#### 19. COMPLETION OF WORK

When the Contractor considers the work to be complete, the Contractor shall notify METRO in writing and request that METRO issues a Certificate of Completion. METRO shall make an inspection to determine if the work is complete in accordance with the contract documents. If METRO does not consider the work complete, METRO shall notify the contractor in writing stating the reasons thereof. METRO shall convene a meeting to discuss the findings and the parties shall reach a mutual agreement on the resolution of the outstanding issues and a time frame in which corrective action will be taken to complete the work.

#### 20. FAILURE TO MEET CONTRACT REQUIREMENTS

When the Contractor fails to meet requirements of the contract, the product or service may be bought from any source by METRO; and, if a greater price than that named in the contract is paid by METRO, the excess price will be charged and collected from the contractor or sureties on its bond.

#### 21. RISK OF LOSS OR DAMAGE

All loss or damage arising from any unforeseen obstruction, force majeure events or difficulty, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of supplies, material, or equipment, or from any action of the elements prior to acceptance by METRO of the work, or from any act or omission not authorized by under the contract, shall be sustained by the contractor. Notwithstanding the foregoing, the Contractor shall be responsible for damages in excess of 5 percent of the contract amount provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications only on losses arising from earthquakes in excess of a magnitude of 3.5 on the Richter Scale or tidal waves.

#### 22. FINAL APPROVAL

22.01 Upon written notification by the Contractor that his work is completed and ready for acceptance, inspections and tests shall be performed by the Contractor as directed by, and in the presence of METRO's Representative.

22.02 Contractor shall furnish METRO with certificates of approval and any manufacturer warranties with the application for final payment.

22.03 All pre-final and final punch list items must be completed.

22.04 The following performance evaluation shall be performed by METRO:

22.04.01 Verification of materials to be used.

22.04.02 Verification of proper construction procedures.

22.04.03 Verify proper construction.

22.04.04 Copies of all Lien Releases or Waivers from all Sub-Contractors.

### 23. WARRANTY

Workmanship of Contractor and/or Sub-Contractors shall be warranted free of defects in materials and workmanship for one (1) year from the date of final acceptance by METRO.

### 24. SHIPPING CHARGES

All prices shall include freight FOB to the designated delivery point. METRO will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

### 25. TAXES

The supplies, materials, or equipment called for under the specifications will be used by METRO in the performance of a governmental function and are exempt from taxation by the United States Government. METRO will, if requested, furnish a tax exemption certificate, and any and all affidavits and documents that may be necessary to establish such exemption.

## PART V

# CONTRACT FOR THE REMODEL CONSTRUCTION OF THE BUILDING LOCATED AT 110 VERNON STREET, SANTA CRUZ AND RELATED SITE WORK No. 09-10

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

### 1. RECITALS

#### 1.01 METRO's Primary Objective

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

#### 1.02 METRO's Need For The Remodel Construction Of The Building Located At 110 Vernon Street, Santa Cruz And Related Site Work

METRO requires the remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. In order to obtain said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work, the METRO issued an Invitation for Bids, dated February 20, 2009 setting forth specifications for such remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

#### 1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by the METRO and whose principal place of business is \_\_\_\_\_. Pursuant to the Invitation for Bids by the METRO, Contractor submitted a bid for Provision of said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work, which is attached hereto and incorporated herein by reference as Exhibit B.

#### 1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, METRO selected Contractor as the lowest responsive, responsible bidder to provide said remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work. The purpose of this Contract is to set forth the provisions of this procurement.

#### 1.05 Contractor and Supplier Synonymous

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

METRO and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.01 Documents Incorporated in This Contract

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

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 09-10" dated February 20, 2009 (2 volumes) including Addendum numbers \_\_\_ thru \_\_\_.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to METRO for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work as signed by Contractor.

## 2.02 Conflicts

Refer to PART I, Item 1.03, item B.

## 2.03 Recitals

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

## 3. TIME OF PERFORMANCE

### 3.01 General

The work under this Contract shall be completed 100 calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, section 13.14 of the General Conditions, Instructions and Information for Bidders of this Contract or terminated pursuant to Part III, section 2.

### 3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for 100 calendar days after the date of commencement specified in the Notice to Proceed. METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

### 3.03 Acceptance of Terms

Execution of this documents shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Notice and Invitation to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract

## 4. SCOPE OF WORK

### 4.01

Contractor shall furnish METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bid (IFB) No. 09-10 dated February 20, 2009 for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and related site work. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

### 4.02

Contractor and METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the contract documents.

## 5. COMPENSATION

### 5.01 Terms of Payment

Upon written acceptance, METRO agrees to pay Contractor \_\_\_\_\_ as identified in the Bid Form, Exhibit B, not to exceed \$ \_\_\_\_\_, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this contract, under the terms and provisions of this Contract within forty-five (45) days thereof. Contractor understands and agrees that if he/she exceeds the \$ \_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

### 5.02 Release of Claims

Payment by METRO of undisputed contract amounts is contingent upon the Contractor furnishing METRO with a Release of All Claims against METRO arising by virtue of the part of the contract related to those amounts.

### 5.03 Retention of progress payments

METRO will retain ten (10%) percent of the contract price from each progress payment made pursuant to the construction contract through the completion of the contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute a deposit of securities in lieu of METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

### 5.04 Change in Contract Price

#### 5.04.01. General

- A. The Contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
  1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
  2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or

3. On the basis of the cost of work (determined as provided in Articles 5.04.02. and 5.04.03.) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04.)

#### 5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces, will be the sum of the following:
  1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Construction Manager that the services of foremen do not constitute a part of the overhead allowance.
  2. There will be added to the actual wages as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
  3. The amount paid for subsistence and travel required by collective bargaining agreements.
  4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02.B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.
- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
  1. Trade discounts available to the purchaser shall be credited to METRO notwithstanding the fact that such discounts may not have been taken by the Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Construction Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If, in the opinion of the Construction Manager, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.

- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Construction Manager will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Construction Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02.B.
  2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  3. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Construction Manager, in duplicate, a description of the equipment and its identifying number.
  4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment, which has no direct power unit, shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, the Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02.D. "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02(B), "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

- F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for

loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
  2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
  3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor caused delays.
- G. Cost of Work Documentation: The Contractor shall furnish the Construction Manager Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by the Contractor, subcontractor, or other forces. METRO will provide the Extra Daily Work Report forms to the Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

The Construction Manager will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Construction Manager when extra work will begin so that METRO inspector can confer with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

#### 5.04.03. Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Construction Manager in making estimates for payment for special services:

- A. When the Construction Manager and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Construction Manager, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04. herein, a single allowance of ten (10) percent will be added to invoices for special services.

#### 5.04.04. Contractor's Fee



- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Construction Manager, plus allowances for overhead and profit which allowances shall constitute the “Contractor’s Fee,” except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02.B, C, D, and E, herein. The allowance for overhead and profit will be made in accordance with the following schedule:

| Actual Necessary Cost | Overhead and Profit Allowance |
|-----------------------|-------------------------------|
| Labor.....            | 33 percent                    |
| Materials .....       | 15 percent                    |
| Equipment.....        | 15 percent                    |

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors to which the Contractor may add 5 percent of the subcontractor’s total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor’s total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

5.04.05. Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01.B.1 through Article 5.05.01.B.4 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01.B.5 through Article 5.05.01.B.6.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.E and Section 8-1.09 of the State Specifications.

5.05. Change of Contract Time

5.05.01. General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Construction Manager promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Construction Manager allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor’s written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when District-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Construction Manager determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Construction Manager. Such delays shall include:
1. Changes.
  2. Failure of METRO to furnish access, right of way, completed facilities of related projects, Drawings, materials, equipment, or services for which METRO is responsible.
  3. Survey error by METRO.
  4. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
  5. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02. Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01.B.5., as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

5.06. Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify METRO in writing of any:

- A. Material that the Contractor believes may be a regulated material that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, METRO will issue a change order under the procedures described in this Contract. For regulated materials, METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

#### 5.07 Waivers and Releases

- A. Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2).
- B. METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If METRO fails to make such payments in a timely manner, METRO shall pay interest to the Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due contractor, except that portion of the final payment designated by the contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by METRO's financial officer.

#### 6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand; or three (3) days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

METRO

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

Attention: General Manager

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

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

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

METRO--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR-- \_\_\_\_\_

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_  
Called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of  
the State of \_\_\_\_\_  
Having its principal place of business at \_\_\_\_\_  
In the State of \_\_\_\_\_, and authorized to do business in the State of California, herein called Surety,  
are held and firmly bound unto the Santa Cruz Metropolitan Transit District hereinafter called "METRO",  
"DISTRICT", or "Obligee" in the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) being not less than ONE HUNDRED PERCENT (100%) of  
the total amount of the Contract price, lawful money of the United States of America, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS the Principal has entered into a Contract with the Obligee for the construction of the Building located at  
110 Vernon Street, Santa Cruz and Related Site Work and said Principal is required under the terms of said Contract  
No. Remodel 09-10 to furnish a bond securing payment of claims to which reference is made in Section 3248 of the  
California Civil Code.

NOW, THEREFORE, if said Principal or any of its subcontractors fails to pay any of the persons named in Section  
3181 of the California Civil Code, or the amounts due under the California Unemployment Insurance Code with  
respect to work performed under the Contract, or any amounts required to be deducted, withheld and paid over to the  
California Employment Development Department from the wages of the Contractor and subcontractors pursuant to  
Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, the Surety will  
pay same, in the amount not exceeding the sum specified in this bond, and will also pay, in case suit is brought upon  
this bond, a reasonable attorney's fee, to such claimant and to the Obligee to be fixed by the court.

This bond will inure to the benefit of any persons named in Section 3181 of the California Civil Code so as to give a  
right of action to such persons or to their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 through 3252 inclusive of the California Civil Code and shall inure  
to the benefit of any and all persons, companies and corporations named in Section 3181 of said \_\_\_\_\_ so as to  
give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or  
addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying  
the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change,  
extension of time, alteration, or addition to the terms of the Contract, or to the work or to the special provisions.  
Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance  
Commissioner to transact surety business in the State of California, must sign this Payment bond. In addition, the  
Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and  
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

(Seal)

---

SURETY

---

BY

---

SURETY SEAL

---

ADDRESS OF SURETY

---

(This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.)

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS, the Santa Cruz Metropolitan Transit District, herein called the "DISTRICT" or "METRO" or "Obligee" has entered into Contract No.09-10 with \_\_\_\_\_ called Principal for the remodel construction of the building located at 110 Vernon Street, Santa Cruz and Related Site Work, and;

WHEREAS, said Principal is required under the terms of Contract No. 09-10 to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound to METRO, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, well and truly to be made being one hundred percent (100%) of the contract amount, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded Principal; its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alteration thereof, made as provided in the Contract, on its part to be kept and performed at the time and in the manner specified and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications. And the said surety, for value received, hereby stipulates and agrees to waive the provisions of the **California Civil Code Sections 2819 and 2845.**

As a condition precedent to satisfy completion of the Contract, the above obligations to the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) being not less than FIFTY PERCENT (50%) of the total amount payable to METRO, under this Contract, shall hold good for a period of three (3) years after the completion and acceptance of said work, during which time if the Principal, or its heirs, executors, administrators, successors, or assigns makes full and satisfactory repair and replacement of defective materials, faulty workmanship, and work not conforming to the requirements of the Contract, and protects METRO from cost and damage caused by same, then the obligation in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) shall become null and void, otherwise it shall remain in full force and virtue.

In the event that METRO, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum specified herein above, we agree to pay to METRO, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

California law shall govern the interpretation of this bond.

To be considered complete, both the Contractor and an admitted Surety insurer authorized by the California Insurance Commissioner to transact surety business in the State of California, must sign this Performance bond. In addition, the Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

**FAITHFUL PERFORMANCE BOND**

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
BY

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
BY

\_\_\_\_\_  
SURETY SEAL

\_\_\_\_\_  
ADDRESS OF SURETY

\_\_\_\_\_

**[End of performance Bond.]**



## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

#### **1.01 NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A METRO and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to METRO, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **1.02 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- A The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq and U.S DOT. Regulations “Program Fraud Civil Remedies”, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes or it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307(n)(1) on the Contractor, the extent the Federal Government deems appropriate.
- C The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **1.03 ACCESS TO RECORDS AND REPORTS**

- A. In accordance with 49 C.F.R. 18.36(i), Contractor agrees to provide METRO, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or authorized representative including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through programs described at 49 U.S.C. 5307, 5309 or 531.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until METRO, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

#### **1.04 FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between METRO and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **1.05 CIVIL RIGHTS REQUIREMENTS**

- A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and Subcontractor agree that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor and Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  4. In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**1.06 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. METRO, having received federal financial assistance from the FTA is committed to and has adopted a DBE Program in accordance with 49 C.F.R. part 26, issued by U.S. DOT.

It is the policy of METRO to insure nondiscrimination in the award and administration of U.S. DOT assisted contracts and to create a level playing field on which the Disadvantaged Business Enterprises (DBE) can compete fairly for the contracts and Subcontracts relating to METRO's construction, procurement, and professional services activities. To this end, METRO has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE program. In connection with the performance of this Contract, the Contractor will cooperate with METRO in meeting these commitments and objectives.

- B. Pursuant to 49 C.F.R. § 26.13, the Contractor is required to make the following assurance in this Contract with METRO and to include this assurance in any Contracts it makes with Subcontractors in the performance of this Contract:
1. The Contractor and each of its Subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT assisted Contracts. Failure by the Contractor or Subcontractor to carry out these Requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as METRO deems appropriate.
  2. Additionally, all of the requirements described in the DBE Program shall be met. A Contract that has a specific DBE participation goal will be described in Part I, Article 1.32 of this IFB.
  3. Any Contractor who would like to request additional information or ask questions regarding METRO's DBE program may contact METRO's DBE Representative through METRO's Purchasing Agent.
- C. DBE Program Definitions, as used in the contract:

Any terms used in this Program that are defined in 49 C.F.R. § 26.5 or elsewhere in the Regulations shall have the meaning set forth in the Regulations. Some of the most common terms are defined below:

1. Disadvantaged Business Enterprise DBE

A DBE is a for profit, small business concern; 1) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more socially or economically disadvantaged individuals; and 2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. Small Business Concern

A small business concern is an existing small business, as defined by Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 C.F.R. Part 121), whose average annual gross receipts for the previous three (3) years does not exceed \$16.6 million (or as adjusted for inflation by the Secretary of U.S. DOT) pursuant to 49 C.F.R. § 26.65(b).

3. Socially and Economically Disadvantaged Individuals

a. There is a rebuttable presumption that an individual is both socially and economically disadvantaged if s/he is a citizen or lawfully admitted permanent resident of the United States and is:

Black American (including persons having origins in any of the Black racial groups of Africa);

Hispanic American (including persons of Central or South American, Cuban, Dominican, Mexican, Puerto Rican, or other Spanish or Portuguese culture or origin, regardless of race);

Native American (including persons who are Aleuts, American Indians, Eskimos, or Native Hawaiians); Asian-Pacific American (including persons whose origins are from Brunei, Burma (Myanmar), Cambodia (Kampuchea), China, the Commonwealth of the Northern Marianas Islands, the Federated States of Micronesia, Fiji, Guam, Hong Kong, Indonesia, Japan, Juvalu, Kirbati, Korea, Laos, Macao, Malaysia, Nauru, the Philippines, Samoa, Taiwan, Thailand, Tonga, the U.S. Trust Territories of the Pacific Islands (Republic of Pilau), or Vietnam; Subcontinent Asian American (including persons whose origins are from Bangladesh, Bhutan, India, the Maldives Islands, Nepal, Pakistan, or Sri Lanka);

A Woman; or

A member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration.

b. Additionally, any individual can demonstrate, by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis. METRO will follow the guidelines in 49 C.F.R. Part 26, Appendix E.

- c. An individual cannot be presumed or determined on a case-by-case basis to be economically disadvantaged if s/he has a personal net worth exceeding \$750,000 (excluding the individual's ownership interests in the small business concern and his or her primary residence).
  - i. Race-Neutral  
A procedure or program that is used to assist all small businesses. For the purposes of this Program, race-neutral includes ethnic and gender neutrality.
  - ii. Race-Conscious  
A measure or program that is specifically focused on assisting only DBEs, including women-owned DBEs.
  - iii. Personal Net Worth  
The net value of the assets of an individual remaining after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or participating DBE firm, or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her share of community property.

#### **1.07 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

##### Instructions for Certification

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, METRO may pursue available remedies, including suspension and/or debarment, and/or contract termination.
- B. The Contractor shall provide immediate written notice to METRO if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact METRO for assistance in obtaining a copy of those regulations.
- D. The Contractor agrees that by executing this Contract that, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by METRO.
- E. The Contractor further agrees by executing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. A Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the Non- procurement List issued by U.S. General Service Administration.

- G. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- H. If a Contractor in a covered by this Contract knowingly enters into a lower tier covered Contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Contract , in addition to all remedies available to the Federal Government, METRO may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction."

- (1) The Contractor certifies, by execution of this Contract, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the Contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid.

#### **1.08 BUY AMERICA**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to METRO the appropriate Buy America Certification, Bid Form – Document 10, with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

#### **1.09 LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to METRO.

#### **1.10 CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air, as amended 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.11 CLEAN WATER REQUIREMENTS**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to METRO and understands and agrees that METRO will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **1.12 DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT**

- A. Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- B. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
  - 1. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - 2. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
  - (a) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry;
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (d) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in which the work is performed.
4. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
5. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
6. The wage rate (including fringe benefits where appropriate) determined pursuant to the paragraphs of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
  - (a) Withholding –METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under



the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, METRO may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (b) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
7. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to METRO for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (a) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
8. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of

Compliance" required by paragraph (3)(ii)(B) of this section.

9. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
  - (a) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
  - (b) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
10. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,

expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (a) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- B. Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- C. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- D. Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- E. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- F. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- G. Certification of eligibility –
  - 1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - 2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**1.13 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages - METRO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- F. Section 107 (OSHA):- Contract Work Hours and Safety Standards Act –

1. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, " Safety and Health Regulations for Construction " 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

2. Subcontracts - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

#### **1.14 SEISMIC SAFETY REQUIREMENTS**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **1.15 ENVIRONMENTAL PROTECTION**

- A. Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969 as amended, 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514 as amended, Protection and Enhancement of Environmental Quality, 42 U.S.C. §§ 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969 as amended, 40 C.F.R. part 1500 et seq.; and joint FHWA/FTA regulations "Environmental and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- B. Contractor shall report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract activity of Contractor or subcontractor to FTA and the appropriate U.S. EPA Regional Office.

#### **1.16 ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standard and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **1.17 PRIVACY ACT**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- D. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **1.18 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

#### **1.19 WARRANTY FOR THE WORK AND MAINTENANCE BOND**

- A. Contractor warrants to METRO that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by METRO, free from faults and defects and in conformance with the contract. All work not so conforming to these standards shall be considered defective. If required by METRO's Construction Manager, the contractor shall furnish satisfactorily evidence as to the kind and quality of material and equipment.
- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (METRO). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to METRO written by the same-corporate surety that provides the Performance Bond and Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

#### **1.20 RECYCLED MATERIALS**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **1.21 FLY AMERICA REQUIREMENTS**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the

extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**1.22 CARGO PREFERENCE – USE OF UNITED STATES FLAG - VESSELS**

The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United State, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Seventh Street, S.W., Washington D.C. 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**PART VII  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
PROTEST PROCEDURE**

**POLICY**

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

**APPLICABILITY**

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

**DEFINITIONS**

**"Common Grant Rules"** refers to the Department of Transportation regulations "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**"Interested Party"** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an "interested party".

**"Protest"** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See "Types of Protests" below.

**"Protester"** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an "interested party".

**"Types of Protests":** There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

**STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact



information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO's administrative remedies before pursuing a protest with the FTA.

METRO's Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager's Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protester may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.

In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO's failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

#### **METRO RESPONSIBILITIES TO FTA**

METRO's Finance Manager will notify the FTA when he/she receives a third party contract protest to which the FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. **Subjects:** A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
- b. **Details:** The following information about each Protest:

- (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
- (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.

## **ATTACHMENT A**

### **NOTICE TO BIDDERS/PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION**

The Santa Cruz Metropolitan Transit District (METRO) has determined that Disadvantaged Business Enterprises (DBE) can reasonable be expected to compete for the opportunities in this Agreement and has established a DBE Availability Advisory 1.32 percentage. It is therefore METRO's expectation that available DBE firms have an opportunity to participate in this Agreement.

#### **1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer".
- The term "Agreement" also means "Contract".
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49CFR26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other SBs have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encourage to use services offered by financial institutions owned and controlled by DBEs.
- C. Meeting the DBE Availability Advisory Percentage is not a condition for being eligible for award of the Agreement.

#### **3. SUBMISSION OF DBE INFORMATION**

A "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed, pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE joint-venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its

own forces. The DBE joint-venture partner must share in the capital contribution, control, management, risks and profits of the joint-venture commensurate with its ownership interest.

- D. A DBE must perform a commercially useful function, pursuant to 49 CFR 26.55 that is, must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work./
- E. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- F. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number (866) 810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
  - Click on the link in the DBE menu titled Search for a DBE Firm
  - Click on the link Click here to Access the DBE Query Form link
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - “Start Search”, “Clear Form”, “Civil Rights Home”, and “Caltrans Home” links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, telephone (916) 445-3520.

## 6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE Manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution shall be by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section item D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased truck must display the name and identification number of the DBE.

## **ATTACHMENT B**

### **STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**

#### **1. SUBCONTRACTORS**

- A. Nothing in this Agreement or otherwise, shall create any contractual relation between METRO and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agree to be as fully responsible to METRO for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation of METRO's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by METRO.
- D. Any substitution of subcontractors must be approved in writing by METRO's Contract Manager in advance of assigning work to a substitute subcontractor.

#### **2. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM AVAILABILITY ADVISORY**

- A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure METRO achieves its federally mandated statewide overall DBE goal, METRO encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with federal funds. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. As required by federal law, METRO has established a DBE goal. In order to ascertain whether the overall DBE goal is being achieved, METRO is tracking DBE participation on all federal-aid contracts.
- C. To assist contractors in ascertaining DBE availability for specific items of work, METRO advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 1.57 percent. METRO also advises that participation of DBEs in the specified percentage is not a condition of award.
- D. Contractor has agreed to carry out applicable requirements to Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.
- E. The contractor should notify the Contract Manager in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.
- F. DBE and other small Businesses (SB), as identified in Title 49 CFR 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **3. PERFORMANCE OF DBE CONTRACTORS, AND OTHER DBE SUBCONTRACTORS/SUPPLIERS**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **4. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

- A. METRO shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by METRO, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by METRO. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with METRO's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

#### **5. DBE RECORDS**

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)", CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the contractor or the contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.
  - a. Prior to the fifteenth of each month, the contractor shall submit documentation to METRO's Contract Manager showing the amount paid to DBE trucking companies. The contractor shall also obtain and submit documentation to METRO's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks

from a non-DBE, the contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

- b. The contractor shall also submit to METRO's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the contractor by METRO's Contract Manager.

## 6. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the contractor in writing with the date of certification. Any changes should be reported to METRO's Contract Manager within 30 days.

When reporting DBE participation, material or supplies purchased from DBEs may count as follows:

- B. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- C. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- D. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc agreement-by-agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- E. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and excessive as compared with fees charged for similar services.

When reporting DBE participation, participation of DBE trucking companies may count as follows:

- F. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- G. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- H. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- I. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.



- J. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease agreement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- K. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Invitation for Bids (IFB) for the Remodel Construction of  
the Building Located at 110 Vernon Street, Santa Cruz**

**And Related Site Work**

**METRO IFB No. 09-10**

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**Date Issued: February 20, 2009**

**Bid Deadline: 2:00 p.m., March 24, 2009**

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**VOLUME 2 - PROJECT SPECIFICATIONS**

**BID**  
**SET 2/10/09**

# **PROJECT SPECIFICATIONS**

for

**Santa Cruz Metropolitan Transit District**  
**110 Vernon Street Remodel**  
**110 Vernon Street, Santa Cruz, CA 95060**

**Architect's Project No. 08192**

**February 10, 2009**

**WALD, RUHNKE & DOST ARCHITECTS, LLP**

701 Mission Street  
Santa Cruz, California 95060  
Telephone 831.421.0468 ■ Facsimile 831.421.0673

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## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of selected portions of building or structure.
  - 2. Demolition and removal of selected site elements.
  - 3. Salvage of existing items to be reused or recycled.

#### 1.2 SECTION REQUIREMENTS

- A. Items indicated to be removed and salvaged remain Owner's property. Remove, clean, and deliver to Owner's designated storage area.
- B. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- E. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Maintain services/systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

- C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- D. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.
- E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.
- F. Protect walls, ceilings, floors, and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings, and equipment that have not been removed.
- G. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
- H. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.
- I. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.
- J.

END OF SECTION 024119



## SECTION 033000 - CAST-IN-PLACE CONCRETE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: [Product Data] [concrete mix designs] [and] [submittals required by ACI 301].
- B. Ready-Mixed Concrete Producer Qualifications: ASTM C 94/C 94M.
- C. Comply with ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- E. Portland Cement: ASTM C 150, Type I or II.
- F. Fly Ash: ASTM C 618, Type C or F.
- G. Aggregates: ASTM C 33, uniformly graded.
- H. Air-Entraining Admixture: ASTM C 260.
- I. Chemical Admixtures: ASTM C 494, [water reducing] [high-range water reducing] [water reducing and accelerating] [and] [water reducing and retarding]. Do not use calcium chloride or admixtures containing calcium chloride.
- J. Vapor Retarder: [Clear 10-mil- (0.25-mm-) thick polyethylene sheet] [or] [reinforced polyethylene sheet, ASTM E 1745, Class C].
- K. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.
- L. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

## 2.2 MIXES

- A. Comply with ACI 301 requirements for concrete mixtures.
- B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:
  - 1. Minimum Compressive Strength: [2500 psi (20.7 MPa)] at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: [0.45].
  - 3. Slump Limit: [4 inches (100 mm)] for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture].
  - 4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of floor slabs to receive troweled finishes to exceed 3 percent.
  - 5. When air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 CONCRETING

- A. Construct formwork according to ACI 301 and maintain tolerances and surface irregularities within ACI 347R limits of Class A, 1/8 inch (3.2 mm) for concrete exposed to view and Class C, 1/2 inch (13 mm) for other concrete surfaces.
- B. Place vapor retarder on prepared subgrade, with joints lapped 6 inches (150 mm) and sealed.
- C. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- D. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- H. Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:

1. Scratch finish for surfaces to receive mortar setting beds.
  2. Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct-applied material.
  3. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
  4. Trowel and fine-broom finish for surfaces to receive thin-set tile.
  5. Non-slip-broom finish to exterior concrete platforms, steps, and ramps.
- I. Cure formed surfaces by moist curing for at least seven days.
- J. Begin curing concrete slabs after finishing. [Keep concrete continuously moist for at least seven days] [Apply membrane-forming curing compound to concrete] [Apply membrane-forming curing and sealing compound to concrete].
- K. Owner will engage a testing agency to perform field tests and to submit test reports.
- L. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION 033000

## SECTION 033310 - ARCHITECTURAL CONCRETE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies cast-in-place architectural concrete including form facings, reinforcement accessories, concrete materials, concrete mixture design, placement procedures, and finishes.
- B. Cast-in-Place Architectural Concrete: Formed concrete that is exposed to view on surfaces of completed structure, building, and site work that requires special concrete materials, formwork, placement, or finishes to obtain specified architectural appearance.
- C. Related Sections include the following:
  - 1. Division 03 Section "Cast-In-Place Concrete" for formwork; material, fabrication, and installation requirements for steel reinforcement; and field quality control.
  - 2. Division 07 Section "Joint Sealants" for elastomeric joint sealants in contraction and other joints in cast-in-place architectural concrete.
  - 3. Division 32 Section "Concrete Paving" for concrete pavement and flatwork finishes.

#### 1.2 SECTION REQUIREMENTS

- A. Submittals: Product Data, concrete mix designs, and submittals required by ACI 301.
- B. Ready-Mixed Concrete Producer Qualifications: ASTM C 94/C 94M.
- C. Comply with ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete,"
  - 2. ACI 303.1, "Specification for Cast-in-Place Architectural Concrete."

### PART 2 - PRODUCTS

#### 2.1 FORM-FACING MATERIALS

- A. General: Comply with Division 03 Section "Cast-In-Place Concrete" for formwork and other form-facing material requirements.

- B. Form-Facing Panels for As-Cast or Exposed-Aggregate Finishes: Steel, glass-fiber-reinforced plastic, or other approved nonabsorptive panel materials that will provide continuous, true, and smooth architectural concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- C. Chamfer Strips: Metal, rigid plastic, elastomeric rubber, or dressed wood, 3/4 by 3/4 inch, minimum; nonstaining; in longest practicable lengths.
- D. Form-Release Agent: Commercially formulated colorless form-release agent that will not bond with, stain, or adversely affect architectural concrete surfaces and will not impair subsequent treatments of those surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, internally disconnecting or removable ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish ties with tapered tie cone spreaders that, when removed, will leave holes 3/4 inch in diameter on concrete surface.
  - 2. Furnish internally disconnecting ties that will leave no metal closer than 1-1/2 inches, after exposing aggregate, from the architectural concrete surface.

## 2.2 STEEL REINFORCEMENT AND ACCESSORIES

- A. General: Comply with Division 03 Section "Cast-In-Place Concrete" for steel reinforcement and other requirements for reinforcement accessories.

## 2.3 CONCRETE MIXTURES, GENERAL

- A. Concrete mixture shall match existing adjacent concrete in mix, color, aggregate, and finish at walkways, slabs, walls, and patching of exposed concrete surfaces.
- B. Proportion concrete mixtures per Division 03 Section "Cast-In-Place Concrete" for formwork; material, fabrication, and installation requirements for steel reinforcement; and field quality control.
- C. Ready-Mixed Architectural Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. General: Comply with Division 03 Section "Cast-In-Place Concrete" for formwork, embedded items, and shoring and reshoring.

- B. Construct formwork according to ACI 301 and maintain tolerances and surface irregularities within ACI 347R limits of Class A, 1/8 inch (3.2 mm) for concrete exposed to view and Class C, 1/2 inch (13 mm) for other concrete surfaces.
- C. Fabricate forms to result in cast-in-place architectural concrete that complies with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- D. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- E. Install construction, isolation, and contraction joints where indicated. Install full-depth joint-filler strips at isolation joints.
- F. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- G. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- H. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material; rough-formed finish elsewhere.
- I. Slab Finishes: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces. Provide the following finishes:
  - 1. Scratch finish for surfaces to receive mortar setting beds.
  - 2. Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct-applied material.
  - 3. Troweled finish for floor surfaces and floors to receive floor coverings, paint, or other thin film-finish coatings.
  - 4. Trowel and fine-broom finish for surfaces to receive thin-set tile.
  - 5. Nonslip-broom finish to exterior concrete platforms, steps, and ramps.
- J. Cure formed surfaces by moist curing for at least seven days.
- K. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION 033300

## SECTION 051200 - STRUCTURAL STEEL FRAMING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: [Product Data] [Shop Drawings] [and] [mill test reports].
- B. Comply with AISC's "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design," RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts," and AWS D1.1/D1.1M, "Structural Welding Code - Steel."

### PART 2 - PRODUCTS

#### 2.1 STRUCTURAL STEEL

- A. W-Shapes: [ASTM A 992/A 992M]
- B. Channels, Angles[, M] [, S]-Shapes: [ASTM A 572/A 572M, Grade 50 (345), high-strength, low-alloy, columbium-vanadium steel].
- C. Plate and Bar: [ASTM A 36/A 36M]

#### 2.2 ACCESSORIES

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts; and ASTM F 436 (ASTM F 436M) hardened carbon-steel washers.
- B. Anchor Rods: ASTM F 1554, Grade 36.
  - 1. Nuts: ASTM A 563 (ASTM A 563M) [heavy] hex carbon steel.
  - 2. Plate Washers: ASTM A 36/A 36M carbon steel.
  - 3. Washers: ASTM F 436 (ASTM F 436M) hardened carbon steel.
- C. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer..
- D. Grout: ASTM C 1107, nonmetallic, shrinkage resistant, factory packaged.

#### 2.3 FABRICATION

- A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and its "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design."

- B. Shop Priming: Prepare surfaces according to SSPC-SP 2, "Hand Tool Cleaning" or SSPC-SP 3, "Power Tool Cleaning." Shop prime steel to a dry film thickness of at least 1.5 mils (0.038 mm). Do not prime surfaces to be embedded in concrete or mortar or to be field welded.

### PART 3 - EXECUTION

#### 3.1 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and its "Specification for Structural Steel Buildings - Allowable Stress Design and Plastic Design."
- B. Base and Bearing Plates: Clean bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
  - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts.
  - 2. Weld plate washers to top of base plate.
  - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Cut off protruding wedges or shims flush with edge of plate before packing with grout.
  - 4. Promptly pack grout solidly between bearing surfaces so no voids remain. Neatly finish exposed surfaces; protect grout and allow it to cure.
- C. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
- D. Do not use thermal cutting during erection[ unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M].
- E. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: [Snug tightened] [Pretensioned] [Slip critical].
- F. Weld Connections: Comply with AWS D1.1/D1.1M for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

END OF SECTION 051200



## SECTION 054000 - COLD-FORMED METAL FRAMING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: [Product Data].
- B. Comply with AISI's "Specification for the Design of Cold-Formed Steel Structural Members" for calculating structural characteristics of cold-formed metal framing.
- C. Comply with AWS D1.3, "Structural Welding Code - Sheet Steel."
- D. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 (Z180) zinc coated; Structural Steel (SS); Grade [33 (230)].
- B. Steel Studs: C-shaped, with flange width of not less than 1-5/8 inches (41 mm), minimum uncoated steel thickness of [0.0966 inch (2.45 mm)], and of depths indicated.
- C. Steel Joists: C-shaped, with flange width of not less than 1-5/8 inches (41 mm), minimum uncoated steel design thickness of [0.0966 inch (2.45 mm)], and of depths indicated.
- D. Steel Track: U-shaped, minimum uncoated metal thickness same as [studs] [or] [joists] used with track, with flange widths of [1-1/4 inches (32 mm) for studs] of web depths indicated.

#### 2.2 ACCESSORIES

- A. Accessories: Fabricate from the same material and finish used for framing members, of manufacturer's standard thickness and configuration, unless otherwise indicated.
- B. Cast-in-Place Anchor Bolts: ASTM F 1554, Grade 36, threaded carbon-steel hex-headed bolts and carbon-steel nuts; and flat, hardened-steel washers; zinc coated by hot-dip process according to ASTM A 153/A 153M, Class C.
- C. Mechanical Fasteners: Corrosion-resistant coated, self-drilling, self-threading steel drill screws.
- D. Insulation: ASTM C 665, Type I, unfaced mineral-fiber blankets.
- E. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035.

## PART 3 - EXECUTION

### 3.1 FRAMING

- A. Install framing and accessories level, plumb, square, and true to line, and securely fastened, according to ASTM C 1007. Temporarily brace framing until entire integrated supporting structure has been completed and permanent connections are secured.
1. Cut framing members by sawing or shearing; do not torch cut.
  2. Fasten framing members by welding or screw fastening.
  3. Install insulation in built-up exterior framing members.
  4. Fasten reinforcement plates over web penetrations larger than standard punched openings.
- B. Erection Tolerances: Install cold-formed metal framing with a maximum variation of 1/8 inch in 10 feet (1:960) and with individual framing members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
- C. Studs: Install continuous top and bottom tracks securely anchored at corners and ends. Squarely seat studs against webs of top and bottom tracks. Space studs as indicated, set plumb, align, and fasten both flanges of studs to top and bottom tracks.
1. Install and fasten horizontal bridging in stud system, spaced in rows not more than [48 inches (1219 mm)] apart.
  2. Install miscellaneous framing and connections to provide a complete and stable wall-framing system.
  3. Isolate non-load-bearing, curtain-wall framing from building structure using vertical slide clips or deflection track to prevent transfer of vertical loads while providing lateral support.
- D. Joists: Install and securely anchor perimeter joist track sized to match joists. Install joists bearing on supporting framing, brace and reinforce, and fasten to both flanges of joist track.
1. Install bridging and fasten bridging at each joist intersection.
  2. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners.

END OF SECTION 054000

## SECTION 055000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Shop Drawings showing details of fabrication and installation.

### PART 2 - PRODUCTS

#### 2.1 METALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 304.
- C. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.
- D. Rolled Steel Floor Plate: ASTM A 786/A 786M.
- E. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500.
- F. Steel Pipe: ASTM A 53, standard weight (Schedule 40), black finish.
- G. Cast Iron: ASTM A 48/A 48M, Class 30.
- H. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.
- I. Aluminum-Alloy Rolled Tread Plate: ASTM B 632/B 632M, Alloy 6061-T6.
- J. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.

#### 2.2 GROUT

- A. Nonshrink, Nonmetallic Grout: ASTM C 1107; recommended by manufacturer for exterior applications.

#### 2.3 FABRICATION

- A. General: Shear and punch metals cleanly and accurately. Remove burrs and ease exposed edges. Form bent-metal corners to smallest radius possible without impairing work.
- B. Welding: Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. At exposed

connections, finish welds and surfaces smooth with contour of welded surface matching those adjacent.

- C. Fabricate loose lintels from steel angles and shapes. Size to provide bearing length at each side of openings equal to one-twelfth of clear span, but not less than 8 inches (200 mm).
- D. Fabricate window security bars to designs indicated from steel bars and shapes of sizes and profiles indicated. Form steel bars by bending, forging, coping, mitering, and welding with full-length, full-penetration welds. Provide wall brackets, fittings, and anchors to secure units.
- E. Fabricate ladders for locations shown, complying with ANSI A14.3, [welded steel] [aluminum] construction.
  - 1. For elevator pit ladders, comply with ASME A17.1.
- F. Fabricate nosings from cast [iron] [aluminum] with an integral abrasive finish.
  - 1. Apply bituminous paint to concealed surfaces of units set into concrete.
- G. Fabricate [nosings] [and] [treads] from extruded aluminum with abrasive filler consisting of aluminum-oxide or silicon-carbide grits, or a combination of both, in an epoxy-resin binder.
  - 1. [Ribbed] [Solid-abrasive]-type units.
  - 2. Apply clear lacquer to concealed surfaces of units set into concrete.

## 2.4 STEEL AND IRON FINISHES

- A. Hot-dip galvanize steel fabrications at exterior locations.
- B. Prepare uncoated ferrous metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning," and paint with a fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Perform cutting, drilling, and fitting required for installing miscellaneous metal fabrications. Set metal fabrication accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack.
- B. Fit exposed connections accurately together to form hairline joints.
- C. Coat concealed surfaces of aluminum that will come into contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of bituminous paint.
- D. Install pipe guards at exposed vertical pipes[ in parking garage] where not protected by curbs or other barriers. Install by bolting to wall or column with drilled-in expansion anchors.

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- E. Anchor bollards in concrete[ and fill solidly with concrete, mounding top surface].

END OF SECTION 055000

## SECTION 055213 - PIPE AND TUBE RAILINGS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Steel pipe and tube railings.

B. Related Sections:

1. Division 06 Section "Rough Carpentry" for wood blocking for anchoring railings.
2. Division 09 Section "Non-Structural Metal Framing" for metal backing for anchoring railings.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:

1. Steel: 72 percent of minimum yield strength.

- C. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

- a. Uniform load of 50 lbf/ ft. applied in any direction.
- b. Concentrated load of 200 lbf applied in any direction.
- c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

- a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft..
- b. Infill load and other loads need not be assumed to act concurrently.

- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

- E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

### 1.3 GENERAL REQUIREMENTS

- A. Submittals:
  - 1. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work
  - 2. Material Samples: for material, color, texture, design, rail and bracket.
- B. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.
- D. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.
- E. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide Qualification Data for qualified manufacturer.

### 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

### 2.3 STEEL AND IRON

- A. Recycled Content of Steel Products: Provide products with average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- C. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

1. Provide galvanized finish for exterior installations and where indicated.

D. Plates, Shapes, and Bars: ASTM A 36/A 36M.

E. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

F. Woven-Wire Mesh: Intermediate-crimp, diamond pattern, 2-inch woven-wire mesh, made from 0.135-inch nominal diameter wire complying with ASTM A 510.

## 2.4 FASTENERS

A. General: Provide the following:

1. Ungalvanized-Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 for zinc coating.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Fasteners for Interconnecting Railing Components:

1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless otherwise indicated.

D. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

## 2.5 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.



- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

## 2.6 STEEL AND IRON FINISHES

- A. For nongalvanized steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."
- C. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
- D. Shop-Painted Finish: Comply with Division 09 Section "Exterior Painting."
  - 1. Color: As selected by Architect from manufacturer's full range.
- E. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
  - 1. Color: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

### 3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.

2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### 3.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.
- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

### 3.4 ANCHORING POSTS

- A. Use metal sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- C. Cover anchorage joint with flange of same metal as post, attached to post with set screws.
- D. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.
- E. Anchor posts to metal surfaces with oval flanges, angle type, or floor type as required by conditions, connected to posts and to metal supporting members as follows:
1. For steel pipe railings, weld flanges to post and bolt to metal supporting surfaces.
- F. Install removable railing sections, where indicated, in slip-fit metal sockets cast in concrete.

### 3.5 ATTACHING RAILINGS

- A. Anchor railing ends at walls with round flanges anchored to wall construction and welded to railing ends.
- B. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces and welded to railing ends.
- C. Attach railings to wall with wall brackets]. Provide brackets with 1-1/2-inch clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
  - 1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
  - 2. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- D. Secure wall brackets and railing end flanges to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.
  - 3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
  - 4. For steel-framed partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs. Coordinate with stud installation to locate backing members.
  - 5. For steel-framed partitions, use self-tapping screws fastened to steel framing or to concealed steel reinforcements.
  - 6. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

### 3.6 ADJUSTING AND CLEANING

- A. Clean by washing thoroughly with clean water and soap and rinsing with clean water.
- B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- C. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 09 painting Sections.

### 3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

Wald Ruhnke & Dost Architects LLP  
Santa Cruz, California

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009

END OF SECTION 055213

## SECTION 061000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Model code evaluation reports for [wood-preservative treated wood] [fire-retardant treated wood] [engineered wood products] [and] [metal framing anchors].

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: Provide dressed lumber, S4S, marked with grade stamp of inspection agency.
- B. Engineered Wood Products: Acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.

#### 2.2 TREATED MATERIALS

- A. Preservative-Treated Materials: AWPA C2[, except that lumber not in ground contact and not exposed to the weather may be treated according to AWPA C31 with inorganic boron (SBX)].
  - 1. Use treatment containing no arsenic or chromium.
  - 2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
  - 3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- B. Provide preservative-treated materials for [all rough carpentry, unless otherwise indicated.] [items indicated on Drawings, and the following:]
  - 1. Wood members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Concealed members in contact with masonry or concrete.
  - 3. Wood framing members that are less than 18 inches (460 mm) above the ground.
  - 4. Wood floor plates that are installed over concrete slabs-on-grade.
- C. Fire-Retardant-Treated Materials: Comply with performance requirements in AWPA C20.
  - 1. Use Exterior type for exterior locations and where indicated.
  - 2. Use Interior Type A, High Temperature (HT) for enclosed roof framing, framing in attic spaces, and where indicated.
  - 3. Use Interior Type A, unless otherwise indicated.
  - 4. Identify with appropriate classification marking of a testing and inspecting agency acceptable to authorities having jurisdiction.

- D. Provide fire-retardant treated materials for [all rough carpentry] [items indicated on Drawings].

## 2.3 LUMBER

### A. Dimension Lumber:

1. Maximum Moisture Content: [19 percent]
2. Non-Load-Bearing Interior Partitions: [Construction or No. 2]
3. Framing Other Than Non-Load-Bearing Partitions: [No. 2] [Douglas fir-larch (north): NLGA;]
4. Exposed Framing: Provide material hand-selected for uniformity of appearance and freedom from characteristics, on exposed surfaces and edges, that would impair finish appearance, including decay, honeycomb, knot-holes, shake, splits, torn grain, and wane.
  - a. Species: As specified for framing other than non-load bearing partitions.
  - b. Grade: [No. 2] [Douglas fir-larch (north): NLGA;]

- B. Miscellaneous Lumber: [Construction, or No. 2] grade with [19] percent maximum moisture content of any species. Provide for nailers, blocking, and similar members.

## 2.4 ENGINEERED WOOD PRODUCTS

- A. Engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be demonstrated by comprehensive testing.
- B. Laminated-Veneer Lumber: Manufactured with exterior-type adhesive complying with ASTM D 2559. Allowable design values determined according to ASTM D 5456.
1. Extreme Fiber Stress in Bending, Edgewise: [2900 psi (20.0 MPa)] for 12-inch nominal- (286-mm actual-) depth members.
  2. Modulus of Elasticity, Edgewise: [2,000,000 psi (13 800 MPa)].

## 2.5 PLYWOOD BACKING PANELS

- A. Telephone and Electrical Equipment Backing Panels: Plywood, Exposure 1, C-D Plugged, fire-retardant treated, not less than 1/2 inch (12.7 mm) thick.

## 2.6 MISCELLANEOUS PRODUCTS

- A. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners [with hot-dip zinc coating complying with ASTM A 153/A 153M] [of Type 304 stainless steel].
  - 1. Power-Driven Fasteners: CABO NER-272.
  - 2. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- B. Metal Framing Anchors: Structural capacity, type, and size indicated.
  - 1. Use anchors made from hot-dip galvanized steel complying with ASTM A 653/A 653M, G60 (Z180) coating designation for interior locations where stainless steel is not indicated.
  - 2. Use anchors made from stainless steel complying with ASTM A 666, Type 304 for exterior locations and where indicated.
- C. Sill-Sealer: [Closed-cell neoprene foam, 1/4 inch (6.4 mm) thick].

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach rough carpentry to substrates, complying with the following:
  - 1. CABO NER-272 for power-driven fasteners.
  - 2. Published requirements of metal framing anchor manufacturer.
  - 3. [Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings] [Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code] [Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code] [Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code].

END OF SECTION 061000

## SECTION 062013 - EXTERIOR FINISH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. This Section includes the following:

1. Fibercement panel, Lumber, Plywood, and Hardboard siding.
2. Plywood and Hardboard soffits.
3. Exterior standing and running trim

B. Related Sections include the following:

1. Division 06 Section "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.

C.

#### 1.2 SECTION REQUIREMENTS

A. Submittals: Product data and material samples.

B. Quality Standard: Architectural Woodwork Institute's "Architectural Woodwork Quality Standards." And Woodwork Institute's "Manual of Millwork."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Fiber-cement board panels: ASTM C 1186, Type A, Grade II, fiber-cement board.

B. Hardboard: AHA A135.4.

C. Softwood Plywood: DOC PS 1.

D. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

E. Preservative Treatment: Comply with WDMA I.S.4 for items indicated to receive water-repellent preservative treatment.

F. Wood Glue: Waterproof resorcinol glue recommended by manufacturer for exterior carpentry use.



- G. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches into wood substrate.
  - 1. For face-fastening siding, provide ringed-shank siding nails unless hot-dip galvanized nails are used.
  - 2. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
  - 3. For pressure-preservative-treated wood, provide stainless-steel fasteners.
- H. Flashing: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim" for flashing materials installed in exterior finish carpentry.
  - 1. Horizontal Joint Flashing for Panel Siding: Preformed, metal Z-shaped flashing.
- I. Insect Screening for Soffit Vents: Metal screening or continuous perforated metal shape.
- J. Sealants: Latex, complying with ASTM C 834, [Type P, Grade NF] and with applicable requirements in Division 07 Section "Joint Sealants," recommended by sealant manufacturer and manufacturer of substrates for intended application.
- K. Backprime with one coat of sealer or primer, compatible with finish coats. Apply two coats to surfaces installed in contact with concrete or masonry and to end-grain surfaces.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install woodwork to comply with referenced quality standard for grade specified.
- B. Install woodwork true and straight with no distortions. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches (3 mm in 2400 mm).
- C. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- D. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Fasten with countersunk concealed fasteners and blind nailing. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- E. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 36 inches (900 mm) long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

END OF SECTION 062013

## SECTION 062023 - INTERIOR FINISH CARPENTRY

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the Work of this Section.

#### 1.02 DESCRIPTION OF WORK

- A. Extent of each type of architectural woodwork is indicated on Drawings, to include:
  - 1. Plastic laminate casework and countertops.
  - 2. Public transaction counters.
- B. Related Work Specified in Other Sections:
  - 1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.

#### 1.03 QUALITY ASSURANCE

- A. Standards:
  - 1. AWI Quality Standard (Fabricators Located Outside of California): Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.
  - 2. WIC Quality Standard (Fabricators Located within California): "Manual of Millwork" of the Woodwork Institute of California for grades of interior architectural woodwork, construction, finishes, and other requirements.
    - a. Provide WIC Certified Compliance Certificate indicating that woodwork meets requirements of grades specified.
    - b. Provide WIC Certified Compliance Certificate for Installation.
- B. Certified Woods: Provide certification that solid and veneer wood material originates from a sustainable managed forest certified by one or more of the following independent certification organizations accredited by the Forest Stewardship Council (FSC), or is manufactured from reclaimed wood:
  - 1. Scientific Certification Systems, Inc., Oakland, California.
  - 2. SmartWood Certification Program, Rainforest Alliance, Burlington, Vermont.
- C. Coordination: Coordinate casework Shop Drawings and fabrication with requirements of Finish Hardware and equipment items to be installed in casework..
- D. Installer Qualifications: Arrange for installation of architectural woodwork by a firm which can demonstrate successful experience in installing architectural woodwork items similar in type and quality to those required for this project.
- E. Installer Qualifications: Arrange for installation of architectural woodwork items by same firm which fabricated them.

#### 1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each product and process specified as work of this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.
- B. Quality Certification: Submit woodwork Manufacturer's (Fabricator's) certification, stating that fabricated woodwork complies with AWI or WIC quality grades and other requirements indicated.
- C. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components.
- D. Fire-retardant treatment data for material impregnated by pressure process to reduce combustibility. Include certification by treating plant that treated materials comply with requirements.
- E. Samples: Submit the following samples:
  - 1. Solid and veneer wood casework and panels with shop-applied opaque finish, 8 by 10 inches (200 by 250 mm) minimum to include treatment at reveals, for each finish system and color, with one-half of exposed surface finished.
  - 2. Laminate-clad panel products, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish, with separate samples of unfaced panel product used for core.
  - 3. Submit wood samples to Architect for approval.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect architectural woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork, until painting, wet Work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

#### 1.06 PROJECT CONDITIONS

- A. Conditioning: Woodwork manufacturer and installer shall advise Contractor of temperature and humidity requirements for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. Require woodwork manufacturer to establish optimum moisture content and required temperature and humidity condition.

### PART 2 – PRODUCTS

#### 2.01 MATERIALS

- A. General: Provide materials that comply with requirements of the WIC woodworking standard or of the AWI woodworking standard for each type of woodwork and quality grade indicated and, where the following products are part of woodwork, with requirements of the referenced product standards, that apply to product characteristics indicated:

1. Hardboard: ANSI/AHA A135.4
2. Medium Density Fiberboard (MDF): ANSI A208.2, Grade MD-Exterior Glue, formaldehyde free.;  
Willamette industries, "Medite II" by SierraPine Ltd; Medite Div.
  - a. MDF panels used in any one continuous specific area are required to come from the same manufacturing lot.
3. Moisture-Resistant Medium-Density Fiberboard: ANSI A208.2, Grade MD-Exterior Glue,  
formaldehyde free; "Medex" by SierraPine Ltd; Medite Div.
4. Particleboard: ANSI A208.1
5. Hardwood Plywood: HPM A FE.
6. Formaldehyde Emission Levels: Provide materials that are free of formaldehyde.
7. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with material  
and performance requirements in ANSI Z124.3, for Type 5 or Type 6, without a pre-coated finish.  
Product as indicated on Drawings.

#### 2.03 FABRICATION, GENERAL

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of  
lumber at time of fabrication and for relative humidity conditions in the installation areas.
- B. Fabricate woodwork to dimensions, profiles, and details indicated with openings and mortises pre-cut,  
where possible, to receive hardware and other items and work.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to project  
site to maximum extent possible. Disassemble components only as necessary for shipment and installation.  
Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- D. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, where possible, to receive  
hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and  
use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs and, where  
located in countertops and similar exposures seal edges of cutouts with a water-resistant coating.
- E. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other  
construction, obtain field measurements and verify dimensions and shop drawing details as required for  
accurate fit.
  1. Where sequence of measuring substrates before fabrication would delay the project, proceed with  
fabrication (without field measurements) and provide ample borders and edges to allow for subsequent  
scribing and trimming of woodwork for accurate fit.

#### 2.04 ARCHITECTURAL CABINET TOPS (COUNTERTOPS)

- A. Plastic Laminate:
  1. Quality Standard: Comply with either of the following:
    - a. AWI Section 400 and its Division 400C.
    - b. WIC Section 16 - "Laminated Plastic Countertops, Splashes and Wall Paneling."

2. Grade: Premium.
3. Type of Top: High pressure decorative laminate; Custom Grade.
4. Edge Treatment: Same as laminate cladding on horizontal surfaces.
5. Color / Finish: As scheduled on Drawings.

B. Solid-Surfacing-Material Countertops:

1. Quality Standard: Comply with AWI Section 400 requirements for countertops.
2. Quality Standard: Comply with WIC Section 17D.
3. Grade: Premium.
4. Solid-Surfacing-Material Thickness: 3/4 inch (19 mm).
5. Colors, Patterns, and Finishes: Provide materials and products that result in colors of solid-surfacing material; colors and patterns as scheduled on Drawings.
6. Fabricate tops in one piece with shop-applied backsplashes and edges, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
7. Drill holes in countertops for plumbing fittings and soap dispensers in shop.

2.05 LAMINATE CLAD CABINETS (PLASTIC-COVERED CASEWORK)

A. Quality Standard: Comply with either of the following:

1. AWI Section 400 and its Division 400B "Laminate Clad Cabinets".
2. WIC Section 15 "Plastic-Covered Casework."

B. Grade: Custom.

C. WIC Designations:

1. Construction Style: Style A Frameless.
2. Construction Type: Type I, multiple self-supporting units rigidly joined together.
3. Door and Drawer Front Style: Flush overlay, unless otherwise indicated.

D. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:

1. Horizontal Surfaces Other Than Tops: HGS.
2. Postformed Surfaces: HGP.
3. Vertical Surfaces: HGS.
4. Edges: Laminate clad, self edged.

E. Materials for Semiexposed Surfaces: Provide surface materials indicated below:

1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, Grade VGS.
2. Drawer Sides and Backs: Solid-hardwood lumber.
3. Drawer Bottoms: Hardwood plywood.

F. Colors, Patterns, and Finishes: As scheduled on Drawings.

G. Provide dust panels of 1/4-inch (6.4-mm) plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

## 2.06 HARDWARE

A. General: Comply with BHMA A156.9 for items indicated by referencing BHMA numbers or items referenced to this standard.

1. Frameless Concealed Hinges (European Type): Blum; 125+ series, Salice America; 200 series, or equal
2. Back-Mounted Pulls: BHMA A156.9, B02011.
3. Pulls:
  - a. Trimco 562-4, drawer pull 4CTC.
4. Catches: Magnetic catches, BHMA A156.9, B03141
5. Adjustable Shelf Standards and Supports: BHMA A156.9, B04071; with shelf rests, B04081.
6. Shelf Rests: BHMA A156.9, B04013.
7. Drawer Slides: Side-mounted, full-extension, zinc-plated steel drawer slides with steel ball bearings, BHMA A156.9, B05091, and rated for the following loads:
  - a. Box Drawer Slides: 75 lbf (330 N).
  - b. Pencil Drawer Slides: 45 lbf (200 N).
8. Door Locks:
  - a. BHMA A156.11, E07121.
9. Drawer Locks:
  - a. BHMA A156.11, E07041.

B. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18; Satin Chromium Plated: BHMA 626 for brass or bronze base; BHMA 652 for steel base.

C. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

## 2.07 FASTENERS AND ANCHORS

A. Screws: Select material, type, size and finish required for each use. Comply with FS FF-S-111 for applicable requirements.

1. For metal framing supports, provide screws as recommended by metal framing manufacturer.

B. Nails: Select material, type, size and finish required for each use. Comply with FS FF-N-105 for applicable requirements.

- C. Anchors: Select material, type, size and finish required by each substrate for secure anchorage. Provide non-ferrous metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion-resistance. Provide toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts and anchors, as required, to be set into concrete or masonry work for subsequent woodwork anchorage.

## 2.08 SHOP FINISHING

- A. Quality Standard: Comply with WIC Section 25, unless otherwise indicated.
  - 1. Grade: Provide finishes of same grades as items to be finished.
- B. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- C. Preparations for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
  - 1. Backpriming: Apply one coat of sealer or primer, compatible with finish coats, to concealed surfaces of woodwork. Apply two coats to back of paneling and to end-grain surfaces. Concealed surfaces of plastic-laminate-clad woodwork do not require backpriming when surfaced with plastic laminate, backing paper, or thermoset decorative overlay.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Pre-Installation Meeting: Meet at project site prior to delivery of architectural woodwork and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in meeting the Contractor; Architect and other Owner Representatives (if any); Installers of architectural woodwork, wet work such as plastering, other finishes, painting, mechanical work and electrical work; and firms or persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with woodwork installation only when everyone concerned agrees that required ambient conditions can be maintained.
- C. Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of time substrates are to be built.
- D. Prior to installation of architectural woodwork, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

### 3.02 INSTALLATION

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including tops); and with no variations in flushness of adjoining surfaces.

- B. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine finishing nails for exposing nailing, countersunk and filled flush with woodwork.
- D. Tops: Anchor securely to base units and other support systems as indicated.

3.03 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION

- A. Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- D. Complete the finishing work specified as work of this section, to whatever extent not completed at shop or prior to installation of woodwork.
- E. Provide final protection and maintain conditions, in a manner acceptable to Fabricator and Installer, which ensures architectural woodwork being without damage or deterioration at time of substantial completion.

END OF SECTION 062023



## SECTION 066400 - PLASTIC PANELING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes glass-fiber reinforced plastic (FRP) wall paneling and trim accessories.
- B. Related Sections:
  - 1. Division 06 Section "Rough Carpentry" for wood furring for installing plastic paneling.
  - 2. Division 10 Section "Wall and Door Protection" for corner guards installed over plastic paneling.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For plastic paneling and trim accessories.
- C. Samples for Verification: For plastic paneling and trim accessories, in manufacturer's standard sizes.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain plastic paneling and trim accessories from single manufacturer.
- B. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: [25] [200] or less.
  - 2. Smoke-Developed Index: [450] or less.
  - 3. Testing Agency: [FM Approvals] [UL].

#### 1.5 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install plastic paneling until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient

temperature and humidity conditions at occupancy levels during the remainder of the construction period.

## PART 2 - PRODUCTS

### 2.1 PLASTIC SHEET PANELING

- A. General: Gelcoat-finished, glass-fiber reinforced plastic panels complying with ASTM D 5319.
  - 1. Basis-of-Design Product: Subject to compliance with requirements. Verify availability with manufacturers selected before retaining a thickness in first subparagraph below. 3/32 inch is slightly greater than 0.09 inch (2.3 mm).
  - 2. Nominal Thickness: Not less than [0.075 inch (1.9 mm)] [0.09 inch (2.3 mm)] [0.12 inch (3.0 mm)].
  - 3. Surface Finish: As selected by Architect from manufacturer's full range.
  - 4. Color: As selected by Architect from manufacturer's full range.

### 2.2 FACTORY-LAMINATED PLASTIC PANELS

- A. General: Gelcoat-finished, glass-fiber reinforced plastic panels complying with ASTM D 5319, laminated to plywood.
  - 1. Basis-of-Design Product: Subject to compliance with requirements.
  - 2. Glass-Fiber Reinforced Plastic Panel Nominal Thickness: Not less than [0.03 inch (0.76 mm)] [0.05 inch (1.3 mm)] [0.075 inch (1.9 mm)] [0.09 inch (2.3 mm)].
  - 3. Surface Finish: As selected by Architect from manufacturer's full range.
  - 4. Color: As selected by Architect from manufacturer's full range.
  - 5. Plywood: DOC PS 1, Exterior B-C, [1/4 inch (6.4 mm)] [3/8 inch (9.5 mm)] [1/2 inch (12.7 mm)] [5/8 inch (15.9 mm)] [3/4 inch (19.1 mm)] thick.

### 2.3 ACCESSORIES

- A. Trim Accessories: Manufacturer's standard one-piece vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, outside corners, and caps as needed to conceal edges.
  - 1. Color: As selected by Architect from manufacturer's full range.
- B. Trim Accessories: Manufacturer's standard two-piece, snap-on vinyl extrusions designed to cover edges of panels. Provide division bars, inside corners, [outside corners,] and caps as needed to conceal edges.
  - 1. Color: As selected by Architect from manufacturer's full range.
- C. Exposed Fasteners: Nylon drive rivets recommended by panel manufacturer.

- D. Concealed Mounting Splines: Continuous, H-shaped aluminum extrusions designed to fit into grooves routed in edges of factory-laminated panels and to be fastened to substrate.
- E. Adhesive: As recommended by plastic paneling manufacturer.
  - 1. VOC Content: [50] g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Sealant: [Single-component, mildew-resistant, neutral-curing silicone] [Single-component, mildew-resistant, acid-curing silicone] [Latex] sealant recommended by plastic paneling manufacturer and complying with requirements in Division 07 Section "Joint Sealants."
  - 1. VOC Content: 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove wallpaper, vinyl wall covering, loose or soluble paint, and other materials that might interfere with adhesive bond.
- B. Prepare substrate by sanding high spots and filling low spots as needed to provide flat, even surface for panel installation.
- C. Clean substrates of substances that could impair bond of adhesive, including oil, grease, dirt, and dust.
- D. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.
- E. Lay out paneling before installing. Locate panel joints [where indicated] [to provide equal panels at ends of walls not less than half the width of full panels] [so that trimmed panels at corners are not less than 12 inches (300 mm) wide].
  - 1. Mark plumb lines on substrate at trim accessory locations for accurate installation.
  - 2. Locate trim accessories to allow clearance at panel edges according to manufacturer's written instructions.

### 3.3 INSTALLATION

- A. Install plastic paneling according to manufacturer's written instructions.
- B. Install panels in a full spread of adhesive.
- C. Install panels with fasteners. Layout fastener locations and mark on face of panels so that fasteners are accurately aligned.
  - 1. Drill oversized fastener holes in panels and center fasteners in holes.
  - 2. Apply sealant to fastener holes before installing fasteners.
- D. Install factory-laminated panels using concealed mounting splines in panel joints.
- E. Install trim accessories with adhesive and nails or staples.
- F. Fill grooves in trim accessories with sealant before installing panels and bed inside corner trim in a bead of sealant.
- G. Maintain uniform space between panels and wall fixtures. Fill space with sealant.
- H. Maintain uniform space between adjacent panels and between panels and floors, ceilings, and fixtures. Fill space with sealant.
- I. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION 066400

## SECTION 071113 - BITUMINOUS DAMPPROOFING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 BITUMINOUS DAMPPROOFING

- A. Cold-Applied, Emulsified-Asphalt Dampproofing:
  - 1. Manufacturers:
    - a. GAF Materials Corporation.
    - b. W.R. Meadows, Inc.
  - 2. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.
  - 3. Brush/spray applied emulsion dampproofing should be an asphalt-base, clay emulsion with fibers specifically formulated to offer a tight film that combines both excellent strength and resistance to water.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.
- B. Comply with manufacturer's written recommendations unless more stringent requirements are indicated or required by Project conditions to ensure satisfactory performance of dampproofing.
- C. Apply dampproofing to footings and foundation walls where opposite side of wall faces.
- D. Cold-Applied Emulsified-Asphalt Dampproofing:
  - 1. On concrete and parged masonry foundation walls, apply two brush or spray coats, one fibered brush or spray coat, or one trowel coat.
  - 2. On unparged masonry foundation walls, apply primer and two brush or spray coats, primer and one fibered brush or spray coat, or primer and one trowel coat.
  - 3. On Unexposed Face of Concrete Retaining Walls: Apply one brush or spray coat.

4. On Interior Face of Exterior Concrete Walls: Where above grade and indicated to be furred and finished, apply one brush or spray coat.
5. On Interior Face of Single-Wythe Exterior Masonry Walls: Where above grade and indicated to be furred and finished, apply primer and one brush or spray coat.

END OF SECTION 071113

## SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data including manufacturer's written instructions for evaluating, preparing, and treating substrate, technical data, and tested physical and performance properties of waterproofing.
- B. Installer Qualifications: Authorized, approved, or licensed by waterproofing manufacturer.
- C. Source Limitations: Obtain waterproofing materials and molded-sheet drainage panels through one source from a single manufacturer.
- D. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate. Do not apply waterproofing in snow, rain, fog, or mist.

### PART 2 - PRODUCTS

#### 2.1 WATERPROOFING MATERIALS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Carlisle Coatings & Waterproofing Inc.
  - 2. Grace, W. R. & Co.
  - 3. Tremco Commercial Sealants & Waterproofing
  - 4. W. R. Meadows, Inc.
- B. MODIFIED BITUMINOUS SHEET WATERPROOFING:
  - 1. Modified Bituminous Sheet: Not less than 60-mil- (1.5-mm-) thick, self-adhering sheet consisting of 56 mils (1.4 mm) of rubberized asphalt laminated to a 4-mil- (0.10-mm-) thick, cross-laminated polyethylene film with release liner on adhesive side.
  - 2. Physical Properties
    - a. Tensile Strength 325 psi minimum; ASTM D 412, Die c, modified.
    - b. Ultimate Elongation: 300 percent minimum; ASTM D 412, Die C, modified.
    - c. Low-Temperature Flexibility: Pass at minus 25 deg F; ASTM D 1970.
    - d. Crack Cycling: Unaffected after 100 cycles of 1/8-inch movement; ASTM C 836.
    - e. Puncture Resistance: 50 lbf minimum; ASTM E 154.
    - f. Hydrostatic-Head Resistance: 200 feet minimum; ASTM D 5385.
    - g. Water Absorbtion: 0.10 percent weight-gain maximum after 72-hour immersion at 70 deg F; ASTM D 570.
    - h. Vapor Permeance: 0.05 perms (2.9 ng/Pa x s x sq. m); ASTM E 96, Water Method.

C. ADHESIVE-COATED HDPE SHEET WATERPROOFING:

1. Materials in this article are designed for use in pre-applied or blind-side waterproofing applications for installation over compacted fill or underslab systems.
2. Adhesive-Coated HDPE Sheet for Horizontal Applications: 46-mil- (1.2-mm-) thick, uniform, flexible sheets consisting of 30-mil- (0.76-mm-) thick, HDPE sheet coated with a pressure-sensitive rubber adhesive, a protective adhesive coating, a detackifying surface treatment, an uncoated self-adhering side lap strip, and a release liner with the following physical properties:
  - a. Tensile Strength, Film: 4000 psi (27.6 MPa) minimum; ASTM D 412.
  - b. Low-Temperature Flexibility: Pass at minus 10 deg F (minus 23 deg C); ASTM D 1970.
  - c. Peel Adhesion to Concrete: 5 lbf/in. (875 N/m); ASTM D 903, modified.
  - d. Lap Adhesion: 2.5 lbf/in. (440 N/m); ASTM D 1876, modified.
  - e. Hydrostatic-Head Resistance: 231 feet (70 m); ASTM D 5385, modified.
  - f. Vapor Permeance: 0.01 perms (0.6 ng/Pa x s x sq. m); ASTM E 96, Water Method.
  - g. Water Absorption: 0.5 percent; ASTM D 570.

D. Auxiliary Materials: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing. Primer, surface conditioner, liquid membrane, substrate patching membrane, sheet strips, mastic, adhesives, tape, protection courses, and metal termination bars recommended by waterproofing manufacturer.

E. Molded-Sheet Drainage Panel:

1. Vertical Applications: Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Manufactured composite subsurface drainage panels consisting of a nonwoven, needle-punched geotextile facing with an apparent opening size not exceeding No. 70 sieve laminated to one side with a polymeric film bonded to the other side of a studded, nonbiodegradable, molded plastic sheet drainage core, with a vertical flow rate of 16 gpm per ft.
2. Horizontal Applications: Nonwoven-Geotextile-Faced, Molded-Sheet Drainage Panel: Manufactured composite subsurface drainage panels consisting of a nonwoven, geotextile facing with an apparent opening size not exceeding No. 100 sieve laminated to one side with a polymeric film bonded to the other side of a studded, nonbiodegradable, molded plastic sheet drainage core, with a horizontal flow rate not less than 2.8g pm per ft.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND SURFACE PREPARATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- C. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.



- D. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
- E. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
- F. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
  - 1. Install 12 inch membrane strips centered over vertical inside corners. Install ¾-inch fillets of liquid membrane on horizontal inside corners. At footing-to-wall intersections, extend liquid membrane 6 inches in each direction from corner or install 12 inch membrane strip centered over corner.
- G. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D 6135.

### 3.2 MODIFIED BITUMINOUS SHEET WATERPROOFING APPLICATION

- A. Install modified bituminous sheets according to waterproofing manufacturer's written instructions and according to recommendations in ASTM D 6135.
- B. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
- C. Apply and firmly adhere sheets over area to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch- (64-mm-) minimum lap widths and end laps. Overlap and seal seams and stagger end laps to ensure watertight installation.
  - 1. When ambient and substrate temperatures range between 25 and 40 deg F (minus 4 and plus 5 deg C), install self-adhering, modified bituminous sheets produced for low-temperature application. Do not use low-temperature sheets if ambient or substrate temperature is higher than 60 deg F (16 deg C).
- D. Two-Ply Application: Install sheets to form a membrane with lap widths not less than 50 percent of sheet widths to provide a minimum of 2 thicknesses of sheet membrane over areas to receive waterproofing.
- E. Horizontal Application: Apply sheets from low point to high point of decks to ensure that side laps shed water.
- F. Apply continuous sheets over sheet strips bridging substrate cracks, construction, and contraction joints.
- G. Seal exposed edges of sheets at terminations not concealed by metal counterflashings or ending in reglets with mastic.
- H. Install sheet waterproofing and auxiliary materials to tie into adjacent waterproofing.
- I. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending 6 inches (150 mm) beyond repaired areas in all directions.

- J. Install protection course with butted joints over waterproofing membrane immediately.
  - 1. Molded-sheet drainage panels may be used in place of a separate protection course to vertical applications when approved by waterproofing manufacturer and installed immediately.
- K. Correct deficiencies in or remove sheet waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.

### 3.3 ADHESIVE-COATED HDPE SHEET WATERPROOFING APPLICATION

- A. Install adhesive-coated HDPE sheets according to manufacturer's written instructions.
- B. Place and secure molded-sheet drainage panels over substrate. Lap edges and ends of geotextile to maintain continuity.
- C. Vertical Applications: Install adhesive-coated HDPE sheet with HDPE face against substrate. Accurately align sheets and maintain uniform 3-inch- (75-mm-) minimum lap widths and end laps. Overlap and seal seams and stagger and tape end laps and T-joints to ensure watertight installation. Roll seams and end laps firmly. Mechanically fasten to substrate at 2 feet intervals centered in the self-adhesive selvedge prior to making the side lap. If the membrane is installed in vertical lifts and will tie into subsequent sheets of membrane, install the upper sheet behind the lower to insure that laps shed water before taping and rolling the end laps.
  - 1. Securely fasten final top termination of membrane with continuous metal termination bart anchored into substrate and cover with detailing tape.
- D. Horizontal Applications: Install adhesive-coated HDPE sheet with HDPE face against substrate. Accurately align sheets and maintain uniform 3-inch minimum lap widths and end laps. Overlap and seal seams. Overlap, stagger, and seal end laps and T-joints with detail tape to ensure watertight installation. Roll seams and endlaps firmly with a heavy metal seam roller.
- E. When ambient and substrate temperature range between 25 and 55 deg F install detail tape designed for low-temperature application at all laps and detailing,. Apply detail tape to clean dry surfaces. During cold or damp conditions, warm the membrane selvedge and detail tape using a hot air gun to remove moisture and improve initial adhesion.
- F. Corners: Seal lapped terminations and cut edges of sheet waterproofing at inside and outside corners with detail tape
- G. Seal penetrations through sheet waterproofing to provide watertight seal with prefabricated plastic covers, or detail tape patches or wraps and a liquid-membrane troweling as recommended by membrane manufacturer.
- H. Construction Joints: Apply 8-inch joint tape to the surface of the membrane and centered along the line of all horizontal and vertical concrete pour joints.
- I. Install sheet waterproofing and auxiliary materials to produce a continuous watertight tie into adjacent waterproofing.

- J. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Tape perimeter of damaged or nonconforming area extending 6 inches (150 mm) beyond repaired areas in all directions. Apply a patch of sheet waterproofing and firmly secure with detail tape.
- K. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.

### 3.4 MOLDED-SHEET DRAINAGE PANEL INSTALLATION

- A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate, according to manufacturer's written instructions. Use adhesives or tapes that do not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.

### 3.5 PROTECTION AND CLEANING

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Protect installed drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 071326

## SECTION 072100 - THERMAL INSULATION

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Surface-Burning Characteristics: ASTM E 84, and as follows:
  - 1. Flame-Spread Index: 25 or less where exposed; otherwise, as indicated in Part 2 "Insulation Products" Article.
  - 2. Smoked-Developed Index: 450 or less.

### PART 2 - PRODUCTS

#### 2.1 INSULATION PRODUCTS

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, [Type IV] [Type V] [Type VI] [Type VII] [Type X], with flame-spread index of 75 or less.
- B. Molded-Polystyrene Board Insulation: ASTM C 578, [Type I] [Type II] [Type VIII], with flame-spread index of 75 or less.
- C. Foil-Faced Polyisocyanurate Board Insulation: ASTM C 1289, Type I, [Class 1 or 2] [Class 1] [Class 2], faced on both sides with aluminum foil, with flame-spread index of 75 or less for unfaced core material.
- D. Flexible Glass-Fiber-Board Insulation: ASTM C 612, Type IA or ASTM C 553, Types I, II, and III; [unfaced] [foil faced]; nominal density of 1.5 lb/cu. ft. (24 kg/cu. m), with flame-spread index of 25 or less.
- E. Glass-Fiber-Board Insulation: ASTM C 612, Type IA or Types IA and IB; [unfaced] [foil faced] [black glass-fiber mat faced or black finish]; nominal density of [2.25 lb/cu. ft. (36 kg/cu. m)] [3 lb/cu. ft. (48 kg/cu. m)] [4.25 lb/cu. ft. (68 kg/cu. m)] [6 lb/cu. ft. (96 kg/cu. m)], with flame-spread index of 25 or less.
- F. Slag-Wool-Fiber/Rock-Wool-Fiber Board Insulation: ASTM C 612, [unfaced] [foil faced on 1 side]; nominal density of [4 lb/cu. ft. (64 kg/cu. m)] [6 lb/cu. ft. (96 kg/cu. m)] [8 lb/cu. ft. (128 kg/cu. m)], with flame-spread index of 25 or less.
- G. Mineral-Fiber-Blanket Insulation: ASTM C 665, [Type I, unfaced] [Type III, Class A, foil faced on 1 side] with fibers manufactured from [glass, slag wool, or rock wool] [glass] [slag or rock wool], with flame-spread index of 25 or less.

- H. Cellulosic-Fiber Loose-Fill Insulation: ASTM C 739; chemically treated for flame-resistance, processing, and handling characteristics.
- I. Glass-Fiber Loose-Fill Insulation: ASTM C 764, [Type 1, pneumatic] [Type 2, poured] application, with flame-spread index of 25 or less.
- J. Self-Supported, Spray-Applied, Cellulosic Insulation: ASTM C 1149, wood-based cellulosic fiber, [Type I, applied with liquid adhesive] [Type II, applied with dry adhesive activated by water during installation)]; chemically treated for flame-resistance, processing, and handling characteristics.

## 2.2 ACCESSORIES

- A. Sheet Radiant Barrier: ASTM C 1313, [foil on one side] [foil on both sides] [vacuum metallized], flame-spread index of 25 or less, and water-vapor transmission of [1 perm, maximum] [5 perms or greater].
- B. Vapor Retarder: [Polyethylene] [Reinforced polyethylene] [Fire-retardant, reinforced polyethylene] [Foil-polyester film], [6 mils (0.15 mm)] <Insert thickness> thick.
- C. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed to fit between roof framing members and to provide cross-ventilation between attic spaces and vented eaves.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Refer to drawings and project Title-24 Part 6 Energy Compliance report for insulation types, R-values, and application locations.
- B. Install insulation in areas and in thicknesses indicated or required to produce R-values indicated. Cut and fit tightly around obstructions and fill voids with insulation.
- C. Except for loose-fill insulation and insulation that is friction fitted in stud cavities, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.
- D. Place loose-fill insulation to comply with ASTM C 1015.
  - 1. Comply with the CIMA's Special Report #3, "Standard Practice for Installing Cellulose Insulation."
- E. Extend vapor retarder to extremities of areas to be protected from vapor transmission. Secure in place with adhesives or other anchorage. Locate seams at framing members, overlap, and seal with tape.

END OF SECTION 072100

## SECTION 073113 - ASPHALT SHINGLES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Identify each bundle of shingles with appropriate markings of UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Warranties: Provide standard manufacturer's written warranty, signed by manufacturer agreeing to promptly repair or replace asphalt shingles that fail in materials or workmanship within 40 years from date of Substantial Completion, prorated, with first 5 years nonprorated.

### PART 2 - PRODUCTS

#### 2.1 ASPHALT FIBER GLASS SHINGLES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. GAF Materials Corporation.
  - 2. Owens Corning Roofing Products LLC
  - 3. TAMKO Building Products, Inc.
- B. Fiberglass Shingles: ASTM D 3462 and as follows:
  - 1. 40-year, Multitab-Strip Asphalt Shingles: Conforms to ASTM D3018 Type I - Self-Sealing; ASTM D3161-03b, Class "F" Wind Resistance (Regional); ASTM D3161-99a Wind Resistance; UL997 Wind Resistance, UL 2390/ASTM D6381 Class "H" and ASTM D7158 Class "H" Wind Resistance, and UL 790 Class A Fire Resistance; glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; two-piece laminated shingle.
  - 2. Color: To match existing roof shingles.
  - 3. Texture, Pattern, and Style: To match existing roof shingles.

#### 2.2 ACCESSORIES

- A. Felts: ASTM D 226, Type II, No. 30 non-perforated asphalt-saturated organic felts.
- B. Ridge and Hip Vents: Rigid UV-stabilized plastic ridge and hip vents; use under ridge shingles.
- C. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

- D. Roofing Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel; minimum 3/8 inch (9.5 mm) head diameter; minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate through roof sheathing or 3/4 inch (19 mm) into solid wood, plywood, or non-veneer wood decking.
- E. Sheet Metal Flashing and Trim: Comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim."
  - 1. Sheet Metal: Zinc-coated (galvanized) steel.
  - 2. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual."
  - 3. Drip Edge: Formed sheet metal with at least a 2-inch (50-mm) roof deck flange and a 1-1/2-inch (38-mm) fascia flange with a 3/8-inch (9.6-mm) drip at lower edge.
  - 4. Open-Valley Flashing: Fabricate with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of [10 inches (250 mm)].

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified. Install asphalt shingle roofing in accordance with local codes if code requirements are more strict than manufacturer's requirements.
- B. Comply with recommendations in ARMA's "Residential Asphalt Roofing Manual" and with asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- C. Apply self-adhering sheet underlayment at eaves and rakes from edges of roof to at least 24 inches (600 mm) inside exterior wall line.
- D. Apply self-adhering sheet underlayment at valleys extending 18 inches (450 mm) on each side.
- E. Install valleys complying with ARMA and NRCA instructions. Construct sheet metal open valleys.
- F. Install metal flashings and other sheet metal to comply with requirements in Division 07 Section "Sheet Metal Flashing and Trim," recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- G. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

END OF SECTION 073113

## SECTION 074600 - SIDING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Warranties: Manufacturer's standard from in which siding manufacturer agrees to repair or replace siding that fails in materials or workmanship within 10 years. Failures include, but are not limited to, cracking, deforming, fading, or otherwise deteriorating beyond normal weathering.

### PART 2 - PRODUCTS

#### 2.1 SIDING MATERIALS

- A. Treated Engineered Plywood Panel Siding: exterior-grade phenolic resin-saturated paper overlay laminated to EPA-registered zinc-borate-preserved-treated engineered wood siding; APA PRP-108 rated; AWPA compliant; all exposed edges sealed for moisture resistance; primed for painting.
  - 1. Horizontal V-grooves at 6" on center
  - 2. Smooth Texture
  - 3. Thickness: 19/32 inch (15 mm) nominal.
  - 4. Width: 48 inches (1220 mm).
  - 5. Length: 120 inches (3050 mm).

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Allow products to adjust to ambient conditions before starting installation.
- C. After installation, seal all joints except the overlapping horizontal lap joints. Seal around all penetrations.

END OF SECTION 074600



## SECTION 075113 - BUILT-UP ASPHALT ROOFING

BUILT-UP ROOF MEMBRANE OVER NAILABLE DECK USING ASPHALT WITH GLASS FIBER PLY SHEETS AND MINERAL-SURFACED CAP SHEET NRCA: BU-N-A-G(4)-M, 4-PLY

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. The major components of this roof membrane are all asphalt-related materials.
- B. The roof deck should be well secured to the structural assembly or framing of the building, and be able to support the designed live and dead loads required by the building code of jurisdiction.
- C. Roof membrane is intended for application over the following types of roof decks:
  - 1. Wood plank, plywood, or performance rated wood panel decks..
- D. Submittals: Product Data sheets for each type of product indicated in this section.
- E. Installation Standard: ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- F. Warranties: Manufacturer's standard prorated material warranty where the manufacturer agrees to repair or replace to portion of the roofing materials that have resulted in a leak due to a manufacturing defect or defects caused by ordinary wear and tear for period of 10 years.
- G. Source Limitations: Components listed shall be provided by a single manufacturer or approved by the primary roofing manufacturer.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Carlisle SynTec.
  - 2. Firestone Building Products Company, LLC
  - 3. GAF Materials Corporation
  - 4. Johns Manville

#### 2.2 ROOFING MATERIALS

- A. Roofing Asphalt: ASTM D 312, Type II, III, or IV as recommended by built-up roofing system manufacturer for application.

- B. Asphalt Glass Fiber Base Sheet: ASTM D 4601, Type II.
- C. No. 40 Asphalt-Saturated and Coated Organic Base Sheet: ASTM D 2626.
- D. Asphalt Glass Fiber Ply Sheet: ASTM D 2178, Type IV.
- E. Rosin-Sized Sheathing Paper
- F. Asphalt Glass Fiber Cap Sheet: ASTM D 3909. Mineral Surfaced, white.
- G. Reinforced Base Flashing
- H. Asphalt Roof Cement: ASTM D 4586
- I. Asphalt Primer: ASTM D 41
- J. Fiber or Perlite Cant Strip: ASTM C 208

## 2.3 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II
- B. Fabricate tapered insulation with slope of 1/4 inch per 12 inches (1:48) unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install substrate board with long joints continuous and perpendicular to roof slopes with end joints staggered. Tightly butt substrate boards together.
- B. Install each layer of insulation in a solid mopping of hot asphalt. Prime surface of concrete deck with asphalt primer allow primer to dry before mopping in and applying first layer.
- C. Mechanically fasten first layer of insulation with at least 1 fastener for each 4 sq. ft. (0.38 sq. m) and at least 2 fasteners per board. Install subsequent layers in a solid mopping of hot asphalt.
- D. Install cover boards over insulation with long joints continuous and perpendicular to roof slopes with end joints staggered. Loosely butt cover boards together and fasten to deck.
- E. Install and secure cant strips and nailer strips.
- F. Install one lapped base sheet course.
- G. Install four roofing membrane ply sheets. Shingle side laps of plies to achieve number of membrane plies throughout. Embed each ply in a solid mopping of hot roofing asphalt.
- H. Install lapped cap sheet in a solid mopping of hot roofing asphalt.

Wald Ruhnke & Dost Architects LLP  
Santa Cruz, California

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009

- I. Flashing: Extend 8 inches (200 mm) above roof and 4 inches (100 mm) onto roof and secure to substrate.

END OF SECTION 075113

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data for each type of product indicated.
- B. Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- C. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.
- D. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- E. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.

### PART 2 - PRODUCTS

#### 2.1 SHEET METAL

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality. Surface: Smooth, flat, and mill phosphatized for field painting

#### 2.2 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
- B. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
- C. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
- D. Slip Sheet: Building paper, 3-lb/100 sq. ft. (0.16-kg/sq. m) minimum, rosin sized.

## 2.3 FLASHING AND TRIM

- A. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
- C. Solder:
  - 1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.
- D. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- E. Elastomeric Sealant: ASTM C 920, elastomeric [polyurethane] [polysulfide] [silicone] polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- H. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
  1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  2. Obtain field measurements for accurate fit before shop fabrication.
  3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- E. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with butyl sealant concealed within joints.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- J. Do not use graphite pencils to mark metal surfaces.

## 2.6 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
1. Gutter Style: SMACNA designation.
  2. Expansion Joints: Lap type.
  3. Accessories: Wire ball downspout strainer
  4. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
    - a. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Fabricated Hanger Style: SMACNA figure designation.
  2. Manufactured Hanger Style: SMACNA figure designation.
  3. Hanger Style:
  4. Fabricate from the following materials:
    - a. Galvanized Steel: [0.022 inch (0.56 mm)] thick.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Flashing (Gravel Stop)[and Fascia Cap: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates.
1. Joint Style: Lap, 4 inches (100 mm) wide.
  2. Fabricate from the following materials:
    - a. Galvanized Steel: [0.028 inch (0.71 mm)] thick.
- B. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and interior leg. Miter corners, seal, and solder or weld watertight.
1. Coping Profile: SMACNA figure designation
  2. Joint Style: Butt, with 12-inch- (300-mm-) wide, concealed backup plate
  3. Fabricate from the following materials:
    - a. Galvanized Steel: [0.040 inch (1.02 mm)] thick.
- C. Roof and Roof to Wall Transition, Roof to Roof Edge Flashing (Gravel Stop) Transition, Roof to Roof Edge Flashing (Gravel Stop) and Fascia Cap Transition, Expansion-Joint Cover: Fabricate from the following materials:
1. Galvanized Steel: [0.034 inch (0.86 mm)] thick.

- D. Base Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.
- E. Counterflashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- F. Flashing Receivers: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- G. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.
- H. Roof-Drain Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.

## 2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- B. Valley Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.
- C. Drip Edges: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- D. Eave and Rake Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- E. Counterflashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- F. Flashing Receivers: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- G. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.

## 2.9 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings. Form with 2-inch- (50-mm-) high, end dams where flashing is discontinuous. Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.



- B. Opening Flashings in Frame Construction: Fabricate head, sill and similar flashings to extend [4 inches (100 mm)] beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
  - 1. Galvanized Steel: [0.022 inch (0.56 mm)] thick.
- C. Wall Expansion-Joint Cover: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.

## 2.10 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
  - 1. Galvanized Steel: [0.028 inch (0.71 mm)] thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
  - 1. Verify compliance with requirements for installation tolerances of substrates.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. General: Install underlayment as indicated on Drawings.
- B. Polyethylene Sheet: Install polyethylene sheet with adhesive for anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped and taped joints of not less than 2 inches (50 mm).
- C. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).
- D. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side

edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

### 3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
  5. Install sealant tape where indicated.
  6. Torch cutting of sheet metal flashing and trim is not permitted.
  7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
1. Coat back side of sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of [10 feet (3 m)] with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Seal joints as shown and as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).

2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder metallic-coated steel and aluminum sheet.
  2. Pre-tinning is not required for zinc-tin alloy-coated stainless steel and [zinc-tin alloy-coated copper.
  3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- G. Rivets: Rivet joints in zinc where indicated and where necessary for strength.

### 3.4 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
  2. Loosely lock straps to front gutter bead and anchor to roof deck.
  3. Anchor and loosely lock back edge of gutter to continuous cleat
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.
  2. Provide elbows at base of downspout to direct water away from building.
  3. Connect downspouts to underground drainage system indicated.
- D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

### 3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated.
  - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at [24-inch (600-mm)] [16-inch (400-mm)] centers.
  - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at [24-inch (600-mm)] centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with sealant. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with sealant and clamp flashing to pipes that penetrate roof.

### 3.6 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Reglets: Installation of reglets is specified in Division 03 Section "Cast-in-Place Concrete".
- C. Opening Flashings in Frame Construction: Install continuous head, sill, and similar flashings to extend 4 inches (100 mm) beyond wall openings.

### 3.7 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.8 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

### 3.9 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

## SECTION 07 65 26 - SELF-ADHERING SHEET FLASHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes: Installation of flexible, self-adhering membrane flashing consisting of but not limited to the sealing and flashing of windows, doors, wall penetrations, and above grade building areas needing protection against water intrusion.

#### 1.2 SUBMITTALS

- A. Product Data
- B. Field quality control reports
- C. Mock-Ups, Field Testing, and Inspection will be performed under the provisions of Section 01400. Provide a Mock-Up to verify the flashing sequencing and coordination with related trades.

#### 1.3 REFERENCES

- A. American Architectural Manufacturers' Association (AAMA):
  - 1. IM-TM – “Installation Masters” Training Manual, 2000
  - 2. 501.1 – Field Check of Metal Curtain Walls for Water Leakage
  - 3. 502-02 – Voluntary Specification for Field Testing of Windows and Sliding Glass Doors
  - 4. 2400-02 – Standard Practice for Installation of Windows with a Mounting Flange in Stud Construction
- B. American Society for Testing and Materials (ASTM):
  - 1. D 142 – Test Methods for Sampling and Testing Bitumen – Saturated Felts and Woven Fabrics for Roofing and Waterproofing
  - 2. D 412 – Test Methods for Rubber Properties in Tension
  - 3. D 903 – Test Methods for Peel or Stripping Strength of Adhesive Bonds
  - 4. D 1970 – Specification for Self- Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
  - 5. D 3767 – Practice for Rubber – Measurements of Dimensions
  - 6. E 96 – Test Methods for Water Vapor Transmission of Materials
  - 7. E 1005 – Field Determination of Water Penetration of Installed Exterior Windows, Curtain Walls and Doors by Uniform or Cyclic Static Air Pressure Difference
  - 8. E 2112 – Practice for Installation of Exterior Windows, Doors and Skylights
- C. “Designing and Specifying Self-Adhering Flashings for the Window-Wall Interface,” by Robert Bateman, 2004. <http://www.nibs.org/BETEC/04Membranes/Pres/Bateman.pdf>

#### 1.4 QUALITY ASSURANCE

- A. Applicator: Installer shall be familiar with self-adhering flashing products and shall have experience in flashing installation. Flashing shall be installed by skilled workers trained for this type of work.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in sealed, unopened cartons.
- B. Store products with protection from direct weather exposure.
- C. Stack preformed material to prevent twisting, bending, or abrasion, and to provide ventilation.
- D. Prevent contact with materials during storage which may cause discolorization, staining, or damage.
- E. Read and follow instructions from the manufacturers' MSDS for proper handling and disposal of materials.
- F. Store and handle in accordance with manufacturer's written instructions.

### PART 2 - PRODUCTS

#### 2.1 SELF-ADHERING SHEET FLASHING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Advanced Siding Products, Inc.
  - 2. Fortifiber Building Systems Group
  - 3. GAF Materials Corporation
  - 4. Grace Construction Products, Inc

#### 2.2 MATERIALS

- A. General: Self-adhered flashing shall be self-sealing, fully adhered, composite flexible flashing consisting of a waterproof adhesive sheet membrane with an outer facing and release liner backing as manufactured.

#### 2.3 ACCESSORIES

- A. Primer: Manufacturer's recommended primer for porous substrates, such as concrete, masonry, gypsum-based sheathing, and wood-based sheathing.
- B. Sealant: Manufacturer's recommended sealant compatible with proprietary self-adhering flashing

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Inspect and field measure site conditions and substrates prior to field fabricating work.
- B. Substrates shall be clean, dry, and uniform and smooth prior to flashing application. Remove protrusions and fill voids at substrates as necessary. Ensure fastener heads are set flush with substrate surfaces.
- C. Allow wet substrates to dry thoroughly. Clean dust and debris from all substrates. Wipe metal surfaces with films or coatings interfering with adhesion clean.
- D. Prime porous substrates according to manufacturer's recommendations.
- E. Provide solid continuous backing or substrate filler to support all portions of self-adhering flashing.

### 3.2 INSTALLATION

- A. Install in accordance with manufacturer's written instructions and with ASTM E2112, "Standard Practice for Installation of Exterior Windows, Doors, and Skylights," and with "Designing and Specifying Self-Adhering Flashings for the Window-Wall Interface."
- B. Except as otherwise specifically shown on the Project Drawings, conform to details included in manufacturer's recommendations.
- C. Use manufacturer's premolded corners unless it is impractical to do so.
- D. Surfaces shall be flat and straight in planes and lines accurate to profiles. Fit flashings tight in place.
- E. Lap joints for continuous contact. Lap joints in direction of moisture drainage with laps oriented in shingle fashion, unless specifically designated otherwise.
- F. Fabricate transitions and terminations with a minimum number of pieces. Provide a patch at pinhole conditions. A circle cut from the self-adhering membrane about 3-inches in diameter can be used to lap and cover pinhole conditions.
- G. Do not apply self-adhering flashings to bridge or cover unsupported voids, gaps, or offset materials.
- H. Roll all flashing seams and laps with a hand roller to flatten the flashing tight to substrates and itself for complete adhesion. Use a hand roller to remove air pockets near seams and laps. The hand roller should be solid with about 1-2-inches in width (rollers used for plastic laminate or wall paper installation are suitable). Do not roll a sharp edged roller too close to inside corners that could puncture the flashing.



### 3.3 POST-INSTALLATION PROTECTION

- A. Protect exposed flashings after installation from mechanical damage, abrasion and items, such as falling debris.
- B. Do not exceed manufacturer's limits for direct weather exposure. Cover flashings and provide protection from the direct sun exposure for prolonged construction periods.
- C. Hand roll loose seams, laps, channels, fish mouths and air bubbles prior to covering flashings.
- D. Apply final finish coverings over flashings in the proper construction sequence as soon as practical.

### 3.4 FIELD QUALITY CONTROL

- A. Extent of testing: Test completed self-adhering flashing installation for each type of opening condition.
- B. Test Methods: Test self-adhering flashing assemblies by methods described below:
  - 1. Overall Opening Flashing – Use ASTM E 1105 or AAMA 502-02, Method B, spray rack test at zero pressure and at the negative pressure equal to the performance rating of the window or door unit.
  - 2. Sill Pan Flashing – Use AAMA 502-02, Method A, Optional Water Test at sill pan flashings under windows as part of the window sill track test.
  - 3. Opening Perimeter Flashing/Leak Diagnostic – Use AAMA 501.1 spray nozzle test to supplement the test in and use for determining leak locations at perimeter flashings not passing the overall opening test.
- C. Repair and Retest: Make repairs to failed flashing assemblies and retest until passing.

END OF SECTION 07 65 26

## SECTION 077200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual."

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Metallic-Coated Steel Sheet: Galvanized steel, ASTM A 653/A 653M, G90 (Z275), or aluminum-zinc alloy-coated steel, ASTM A 792/A 792M, AZ50 (AZM150).
  - 1. Prepainted, Metallic-Coated Steel Sheet: Coil-coated with manufacturer's standard 2-coat, thermocured system consisting of inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by manufacturer for type of use and finish. Coil-coat finish as follows:
  - 1. Baked-Enamel Finish: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.

#### 2.2 ROOF ACCESSORIES

- A. Roof Curbs and Equipment Supports: 0.079-inch- (2.0-mm-) thick, metallic-coated steel with welded or sealed mechanical corner joints.
  - 1. Provide units with cant strips and base profile coordinated with roof insulation thickness and roof deck slope.
  - 2. Provide preservative-treated wood nailers at tops of curbs.
  - 3. Provide manufacturer's standard rigid or semirigid insulation.
  - 4. Finish: Baked enamel.
- B. Roof Hatches: Fabricate from metallic-coated steel with 9-inch- (225-mm-) high, integral-curb, double-wall construction with 1-1/2-inch (38- mm) insulation, formed cants and cap flashing, with welded or sealed mechanical corner joints. Provide double-wall cover (lid) construction with 1- inch- (25-mm-) thick insulation core. Provide gasketing and corrosion-resistant hardware including pintle hinges, hold-open devices, interior padlock hasps, and both interior and exterior latch handles.

1. Fabricate units to withstand 40-lbf/sq. ft. (1.9-kPa) external and 20-lbf/sq. ft. (0.95-kPa) internal loading pressure.
  2. Finish: Baked enamel.
- C. Gravity Ventilators: Manufacturer's standard unit fabricated from the following materials, with manufacturer's standard welded or sealed mechanical joints, and integral base flange:
1. Type: Low-profile, cylindrical style.
  2. Material: Metallic-coated steel.
  3. Finish: Baked enamel.
  4. Provide manufacturer's standard bird screens.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Installation: Unless otherwise indicated, install roof accessory items according to construction details of NRCA's "Roofing and Waterproofing Manual." Coordinate with installation of roof deck, vapor barriers, roof insulation, roofing, and flashing to ensure combined elements are secure, waterproof, and weathertight.

END OF SECTION 077200

## SECTION 07841 - THROUGH-PENETRATION FIRESTOP SYSTEMS

### 1.1 SUMMARY

- A. Through-penetration firestop systems for penetrations through fire-resistance-rated fire walls, floors, floor/ceiling assemblies.

### 1.2 PERFORMANCE REQUIREMENTS

- A. Provide through-penetration firestop systems with the following ratings determined per ASTM E 814 or UL 1479:
  - 1. F-Rated Systems: F-ratings equaling or exceeding fire-resistance rating of constructions penetrated.
  - 2. T-Rated Systems: For penetrations located outside wall cavities and outside fire-resistance-rated shaft enclosures.
  - 3. L-Rated Systems: Where through-penetration firestop systems are indicated in smoke barriers.

### 1.3 QUALITY ASSURANCE

- A. Installer Qualifications: A firm approved by FMG according to FMG 4991, "Approval of Firestop Contractors."
- B. Fire-Test-Response Characteristics: Tested per ASTM E 814 by UL.

### 1.4 MATERIALS

- A. Accessories: Permanent forming/damming/backing materials and steel sleeves as needed to comply with performance requirements.

### 1.5 INSTALLATION

- A. Identification: Preprinted metal or plastic labels, permanently attached.

### 1.6 FIELD QUALITY CONTROL

- A. Inspection of Installed Firestop Systems: By Owner-engaged agency according to ASTM E 2174 requirements.

1.7 THROUGH-PENETRATION FIRESTOP SYSTEM SCHEDULE

- A. One-Part Fire-Stopping Sealant to be used for sealing openings around cables, conduit, pipes and similar penetrations through walls and partitions.
  - 1. Manufacturers:
    - a. Biotherm Fire Stop Sealant± Bio Fireshield, Inc.
    - b. Dow Corning Fire Stop Sealant± Dow Corning Corp.
    - c. 3M Fire Barrier Caul CP-25± Electrical Products DIV/3M
    - d. SpecSeal Sealant± STI, Inc.

END OF SECTION 07841

## SECTION 079200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and color Samples.
- B. Environmental Limitations: Do not proceed with installation of joint sealants when ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F (4.4 deg C).

### PART 2 - PRODUCTS

#### 2.1 JOINT SEALANTS

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under service and application conditions.
- B. Sealant for Use in Building Expansion Joints:
  - 1. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses T, M, and O, with the additional capability to withstand 50 percent movement in both extension and compression for a total of 100 percent movement.
- C. Sealant for General Exterior Use Where Another Type Is Not Specified, One of the Following:
  - 1. Single-component, nonsag polysulfide sealant, ASTM C 920, Type S; Grade NS; Class 12-1/2; Uses NT, M, G, A, and O.
  - 2. Single-component, neutral-curing silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
  - 3. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; and Uses NT, M, A, and O.
- D. Sealant for Exterior Traffic-Bearing Joints, Where Slope Precludes Use of Pourable Sealant:
  - 1. Single-component, nonsag urethane sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses T, NT, M, G, A, and O.
- E. Sealant for Exterior Traffic-Bearing Joints, Where Slope Allows Use of Pourable Sealant:
  - 1. Single-component, pourable urethane sealant, ASTM C 920, Type S; Grade P; Class 25; Uses T, M, G, A, and O.
- F. Sealant for Use in Interior Joints in Ceramic Tile and Other Hard Surfaces in Kitchens and Toilet Rooms and Around Plumbing Fixtures:

1. Single-component, mildew-resistant silicone sealant, ASTM C 920, Type S; Grade NS; Class 25; Uses NT, G, A, and O; formulated with fungicide.
- G. Sealant for Interior Use at Perimeters of Door and Window Frames:
1. Latex sealant, single-component, nonsag, mildew-resistant, paintable, acrylic-emulsion sealant complying with ASTM C 834.
- H. Acoustical Sealant for Exposed Interior Joints:
1. Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834.
- I. Acoustical Sealant for Concealed Joints:
1. Nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic-rubber sealant recommended for sealing interior concealed joints to reduce transmission of airborne sound.

## 2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer.
- B. Cylindrical Sealant Backings: ASTM C 1330, of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with ASTM C 1193.
- B. Comply with ASTM C 919 for use of joint sealants in acoustical applications.

END OF SECTION 079200

## SECTION 081416 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples for doors.
- B. Quality Standard: WDMA I.S.1-A.
- C. Fire-Rated Wood Doors: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing per NFPA 252.
  - 1. At stairs and exit passageways, provide doors that have a temperature rise rating of 450 deg F (250 deg C).

### PART 2 - PRODUCTS

#### 2.1 DOOR CONSTRUCTION, GENERAL

- A. WDMA I.S.1-A Performance Grade:
  - 1. Heavy Duty unless otherwise indicated.
- B. Solid-Core Doors: Structural composite lumber cores instead of particleboard cores for doors with exit devices or protection plates.
- C. Fire-Protection-Rated Doors: Provide core specified or mineral core as needed to provide fire-protection rating indicated. Provide the following for mineral-core doors:
  - 1. Composite blocking where required to eliminate through-bolting hardware.
  - 2. Laminated-edge construction.
  - 3. Formed-steel edges and astragals for pairs of doors.

#### 2.2 FLUSH WOOD DOORS

- A. Doors for Transparent Finish:
  - 1. Exterior Solid-Core Doors: Premium grade, five-ply, structural composite lumber cores.
    - a. Faces: Paint-Grade, unless noted otherwise.
  - 2. Interior Solid-Core Doors: Premium grade, five-ply, structural composite lumber cores.
    - a. Faces: Paint-Grade, unless noted otherwise.



B. Plastic-Laminate-Faced Doors:

1. Interior Solid-Core Doors: Premium grade, five-ply, structural composite lumber cores.

2.3 FABRICATION AND FINISHING

- A. Factory fit doors to suit frame-opening sizes indicated and to comply with clearances specified.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3.
- C. Cut and trim openings to comply with referenced standards.
1. Trim light openings with moldings indicated.
  2. Factory install glazing in doors indicated to be factory finished.
  3. Factory install louvers in prepared openings.
- D. Factory finish doors indicated for transparent finish with stain and manufacturer's standard finish complying with WDMA System TR-4, conversion varnish or WDMA System TR-6, catalyzed polyurethane for grade specified for doors.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install doors to comply with manufacturer's written instructions, WDMA I.S.1-A and as indicated.
1. Install fire-rated doors to comply with NFPA 80.
- B. Align and fit doors in frames with uniform clearances and bevels. Machine doors for hardware. Seal cut surfaces after fitting and machining.
- C. Clearances: As follows, unless otherwise indicated:
1. 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors.
  2. 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering.
  3. 1/4 inch (6.4 mm) from bottom of door to top of threshold.
  4. Comply with NFPA 80 for fire-rated doors.
- D. Repair, refinish, or replace factory-finished doors damaged during installation, as directed by Architect.

END OF SECTION 081416

## SECTION 081433 - STILE AND RAIL WOOD DOORS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples for doors.
- B. Quality Standard: WDMA I.S.6, "Industry Standard for Wood Stile and Rail Doors and AWI's "Architectural Woodwork Quality Standards."
- C. Fire-Rated Wood Doors: Labeled by a testing and inspecting agency acceptable to authorities having jurisdiction based on testing per NFPA 252.
- D. Safety Glass: Comply with testing requirements in 16 CFR 1201.

### PART 2 - PRODUCTS

#### 2.1 STILE AND RAIL DOORS

- A. Interior Doors: WDMA **Premium** grade made from **red oak** with **raised** panels.
  - 1. Components pre machined and supplied loose, field assembly required.
  - 2. 10" bottom rail.
  - 3. Astragal and Flush Bolt.
  - 4. Metal frame.
  - 5. Bore each slab for hardware.

#### 2.2 FABRICATION AND FINISHING

- A. Factory fit doors to suit frame-opening sizes and to comply with referenced quality standard.
  - 1. Provide 1/8-inch (3.2-mm) clearance at jambs, heads, and meeting stiles and 1/2 inch (12.7 mm) at bottom. At thresholds, provide 3/8-inch (9.5-mm) clearance.
  - 2. Comply with NFPA 80 for fire-resistance-rated doors.
- B. Factory machine doors for hardware that is not surface applied.
- C. Glaze doors at factory.
- D. Factory treat exterior doors after fabrication with water repellent to comply with WDMA I.S.4.
- E. Factory finish wood doors with manufacturer's standard stain and two-coat conversion varnish finish in color selected.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install fire-rated wood door frames level, plumb, true, and aligned with adjacent materials. Countersink fasteners, fill surface flush, and sand smooth.
- B. Install fire-rated doors to comply with NFPA 80.
- C. Align and fit doors in frames with uniform clearances and bevels indicated below. Machine doors for hardware. Seal cut surfaces after fitting and machining.
  - 1. Provide 1/8-inch (3.2-mm) clearance at jambs, heads, and meeting stiles and 1/8 inch (3.2 mm) at bottom. At thresholds, provide 1/4-inch (6.4-mm) clearance from bottom of door.
- D. Align factory-fitted doors in frames for uniform clearances.
- E. Repair, refinish, or replace factory-finished doors damaged during installation as directed by Architect.

END OF SECTION 081433

## SECTION 083323 - OVERHEAD COILING DOORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Insulated service doors.
- B. Related Sections:
  - 1. Division 09 Section "Exterior Painting" and "Interior Painting" for finish painting of factory-primed doors.
  - 2. Division 26 Sections for electrical service and connections for powered operators and accessories.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design overhead coiling doors, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance, Exterior Doors: Exterior overhead coiling doors shall withstand the wind loads, the effects of gravity loads, and loads and stresses within limits and under conditions indicated according to SEI/ASCE 7.
  - 1. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.
- C. Operability under Wind Load: Design overhead coiling doors to remain operable under wind load, acting inward and outward.
- D. Seismic Performance: Overhead coiling doors shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified.
- E. Operation Cycles: Provide overhead coiling door components and operators capable of operating for not less than number of cycles indicated for each door. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

#### 1.4 SUBMITTALS

- A. Product Data: For each type and size of overhead coiling door and accessory. Include the following:
  - 1. Construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
  - 2. Rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
- B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Wiring Diagrams: For power, signal, and control wiring.
- C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.
  - 1. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Curtain Slats: 12 inches (305 mm) long.
  - 2. Bottom Bar: 6 inches (150 mm) long with sensor edge.
  - 3. Guides: 6 inches (150 mm) long.
  - 4. Brackets: 6 inches (150 mm) square.
  - 5. Hood: 6 inches (150 mm) square.
- E. Delegated-Design Submittal: For overhead coiling doors indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
  - 1. Detail fabrication and assembly of seismic restraints.
  - 2. Summary of forces and loads on walls and jambs.
- F. Qualification Data: For qualified Installer.
- G. Seismic Qualification Certificates: For overhead coiling doors, accessories, and components, from manufacturer.
- H. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for both installation and maintenance of units required for this Project.
- B. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.
  - 1. Obtain operators and controls from overhead coiling door manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Regulatory Requirements: Comply with applicable provisions.

## PART 2 - PRODUCTS

### 2.1 DOOR CURTAIN MATERIALS AND CONSTRUCTION

- A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
  - 1. Steel Door Curtain Slats: Zinc-coated (galvanized), cold-rolled structural steel sheet; complying with ASTM A 653/A 653M, with G90 (Z275) zinc coating; exterior front slat 20 gauge.
  - 2. Insulation: Fill slats for insulated doors with manufacturer's Polyisocyanurate thermal insulation complying with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, according to ASTM E 84. Enclose insulation completely within slat faces.
  - 3. Metal Interior Curtain-Slat Facing: interior 24 gauge curtain-slat face.
  - 4. Gasket Seal: Provide insulated slats with manufacturer's standard interior-to-exterior thermal break or with continuous gaskets between slats.
- B. Endlocks for Service Doors: Malleable-iron casings galvanized after fabrication, secured to curtain slats with galvanized rivets or high-strength nylon. Provide locks on not less than alternate curtain slats for curtain alignment and resistance against lateral movement.
- C. Bottom Bar for Service Doors: Consisting of two angles, each not less than 2 inch by 2 inch by 1/8 inch (38 by 38 by 3 mm) thick; fabricated from manufacturer's standard hot-dip galvanized steel, stainless steel, or aluminum extrusions to match curtain slats and finish.
- D. Astragal: Equip each door bottom bar with Manufacturer's replaceable, adjustable, continuous, compressible gasket of flexible vinyl, rubber, or neoprene as a cushion bumper.

## 2.2 HOOD

- A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
  - 1. Galvanized Steel: 24 gauge, hot-dip galvanized steel sheet with G90 (Z275) zinc coating, complying with ASTM A 653/A 653M, with 8" PVC baffle seal.

## 2.3 LOCKING DEVICES

- A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
- B. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.
  - 1. Lock Cylinders: Provide cylinders
  - 2. Keys: Provide Three for each cylinder.
- C. Chain Lock Keeper: Suitable for padlock.
- D. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

## 2.4 CURTAIN ACCESSORIES

- A. Weatherseals: Equip each exterior door with weather-stripping gaskets fitted to entire perimeter of door for a weathertight installation, unless otherwise indicated.
  - 1. At door head, use 1/8-inch- (3-mm-) thick, replaceable, continuous sheet secured to inside of hood.
  - 2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch- (3-mm-) thick seals of flexible vinyl, rubber, or neoprene.
- B. Push/Pull Handles: Equip each push-up-operated or emergency-operated door with lifting handles on each side of door, finished to match door.
  - 1. Provide pull-down straps or pole hooks for doors more than 84 inches (2130 mm) high.

## 2.5 COUNTERBALANCING MECHANISM

- A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.

- B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, welded or seamless carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. (2.5 mm/m) of span under full load.
- C. Spring Balance: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.
- D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.
- E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

## 2.6 ELECTRIC DOOR OPERATORS

- A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, remote-control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
  - 1. Comply with NFPA 70.
  - 2. Provide control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24 V, ac or dc.
- B. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.
- C. Door Operator Location(s): Operator location indicated for each door.
  - 1. Front-of-Hood Mounted: Operator is mounted to the right or left door head plate with the operator on coil side of the door-hood assembly and connected to the door drive shaft with drive chain and sprockets. Front clearance is required for this type of mounting.
- D. Electric Motors: Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements.
  - 1. Electrical Characteristics per Manufacturer's information
  - 2. Motor Type and Controller: Reversible motor and controller (disconnect switch) for motor exposure indicated.
  - 3. Motor Size: Minimum size as indicated. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. (203 mm/s) and not more than 12 in./sec. (305 mm/s), without exceeding nameplate ratings or service factor.
  - 4. Operating Controls, Controllers (Disconnect Switches), Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
  - 5. Coordinate wiring requirements and electrical characteristics of motors and other electrical devices with building electrical system and each location where installed.



- E. Limit Switches: Equip each motorized door with adjustable switches interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.
- F. Obstruction Detection Device: Equip motorized door with automatic safety sensor capable of protecting full width of door opening.
- G. Remote-Control Station: Momentary-contact, three-button control station with push-button controls labeled "Open," "Close," and "Stop."
  - 1. Exterior units, full-guarded, standard-duty, surface-mounted, weatherproof type, NEMA ICS 6, Type 4 enclosure, key operated.
- H. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 25 lbf (111 N).
- I. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.
- J. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

## 2.7 DOOR ASSEMBLY

- A. Insulated Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide or comparable product by one of the following:
    - a. Porvane Doors, Inc.
    - b. C.H.I. Overhead Doors.
    - c. Overhead Door Corporation.
- B. Operation Cycles: Not less than 50,000 (high cycle).
- C. Curtain insulated R-Value:  $R=5.4$  ( $U=0.185$ )
- D. Door Curtain Material: Galvanized steel.
- E. Door Curtain Slats: Flat profile slats of 2-5/8-inch (67-mm) center-to-center height.
  - 1. Exterior face: cold formed in continuous lengths of 20 GA. galvanized steel.
  - 2. Insulated slat core
  - 3. Interior face: cold formed in continuous lengths of 24 GA. galvanized steel.
- F. Curtain Jamb Guides: 3/16" minimum thickness structural steel angles with exposed finish matching curtain slats. Provide continuous integral wear strips to prevent metal-to-metal contact and to minimize operational noise.
- G. Hood: 24 gauge galvanized steel

1. Shape: Square.
2. Mounting: Face of wall
3. Finish to match curtain

H. Locking Devices: Equip door with locking device assembly.

1. Locking Device Assembly: inside and outside with cylinders

I. Electric Door Operator:

1. Usage Classification: Standard duty, up to 60 cycles per hour.
2. Operator Location: Front of hood
3. Motor Exposure: Interior
4. Emergency Manual Operation: Push-up type.
5. Obstruction-Detection Device: Automatic electric sensor edge on bottom bar
  - a. Sensor Edge Bulb Color: Black
6. Remote-Control Station: Interior

J. Door Finish:

1. Baked epoxy primer and baked polyester topcoat: Color as selected by Architect from manufacturer's full range.
2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face

## 2.8 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.9 STEEL AND GALVANIZED-STEEL FINISHES

- A. Baked-Enamel or Powder-Coat Finish: Manufacturer's standard baked-on finish consisting of prime coat and thermosetting topcoat. Comply with coating manufacturer's written instructions for cleaning, pretreatment, application, and minimum dry film thickness.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.
- B. Examine locations of electrical connections.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
- B. Install overhead coiling doors, hoods, and operators at the mounting locations indicated for each door.
- C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.
- D. Fire-Rated Doors: Install according to NFPA 80.
- E. Smoke-Control Doors: Install according to NFPA 80 and NFPA 105.

### 3.3 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
  - 1. Perform installation and startup checks according to manufacturer's written instructions.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
  - 3. Test door closing when activated by detector or alarm-connected fire-release system. Reset door-closing mechanism after successful test.

### 3.4 ADJUSTING

- A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.
- B. Lubricate bearings and sliding parts as recommended by manufacturer.
- C. Adjust seals to provide weathertight fit around entire perimeter.

### 3.5 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

## SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Exterior storefront framing.
- 2. Storefront framing for window walls.
- 3. Storefront framing for punched openings.
- 4. Exterior manual-swing entrance doors and door-frame units.

- B. Related Sections

- 1. Division 08 Section "Glazing" for glazing in storefront systems.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide systems, including anchorage, capable of withstanding loads indicated.

- 1. Main-Framing-Member Deflection: Limited to 1/175 of clear span or 3/4 inch (19 mm), whichever is smaller.
- 2. Structural Testing: Systems tested according to ASTM E 330 at 150 percent of inward and outward wind-load design pressures do not evidence material failures, structural distress, deflection failures, or permanent deformation of main framing members exceeding 0.2 percent of clear span.

- B. Air Infiltration: Limited to 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of system surface area when tested according to ASTM E 283 at a static-air-pressure difference of 1.57 lbf/sq. ft. (75 Pa).

- C. Water Penetration: Systems do not evidence water leakage when tested according to ASTM E 331 at minimum differential pressure of 20 percent of positive wind-load design pressure, but not less than 6.24 lbf/sq. ft. (300 Pa).

- D. Thermal Movements: Provide aluminum-framed systems that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

- E. Thermal Conductance: Average U-Factor: Not more than 0.69 Btu/sq. ft. x h x deg F (3.92 W/sq. m x K) per AAMA 1503.

#### 1.4 SUBMITTALS:

1. Product Data, Shop Drawings, and Color Samples.
2. For entrance systems, include hardware schedule and locations.
3. Maintenance Data: For aluminum-framed systems to include in maintenance manuals.

#### 1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of structural supports for aluminum-framed systems by field measurements before fabrication and indicate measurements on Shop Drawings.

### PART 2 - PRODUCTS

#### 2.1 ALUMINUM-FRAMED STOREFRONTS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  1. Arch Aluminum & Glass Co., Inc.
  2. CMI Architectural
  3. Kawneer North America; an Alcoa company.
  4. Vistawall Architectural Products.
- B. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated; ASTM B 209 (ASTM B 209M) sheet; ASTM B 221 (ASTM B 221M) extrusions.
- C. Glazing: Specified in Division 08 Section "Glazing." and as required by the report prepared for this project for Title-24 Part 6 Energy Compliance.
- D. Sealants and Joint Fillers: For joints at perimeter of systems as specified in Division 07 Section "Joint Sealants."
- E. Framing Members: Manufacturer's standard extruded-aluminum framing members of thickness required and reinforced as required to support imposed loads. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
- F. Doors: 1-3/4-inch- (44.5-mm-) thick glazed doors with minimum 0.125-inch- (3.2-mm-) thick, extruded tubular rail and stile members, mechanically fastened corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods, snap-on extruded-aluminum glazing stops, and preformed gaskets.

1. Door Design: Medium stile; 3-1/2-inch (88.9-mm) nominal width. All doors shall be Accessible Doors: Smooth surfaced for width of door in area within 10 inches (255 mm) above floor or ground plane.
  2. Interior Doors: Provide ANSI/BHMA A156.16 silencers, three on strike jamb of single-door frames and two on head of double-door frames.
  3. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
  4. Glazing Stops and Gaskets: Square, snap-on, extruded-aluminum stops and preformed gaskets. Provide nonremovable glazing stops on outside of door.
  5. Hardware: As specified in Division 08 Section "Door Hardware."
  6. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior
- G. Fasteners and Accessories: Compatible with adjacent materials, corrosion-resistant, nonstaining, and nonbleeding. Use concealed fasteners except for application of door hardware.
- H. Fabrication: Fabricate framing in profiles indicated for flush glazing (without projecting stops). Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible. Disassemble components only as necessary for shipment and installation.
1. Door Framing: Reinforce to support imposed loads. Factory assemble door and frame units and factory install hardware to greatest extent possible. Reinforce door and frame units for hardware indicated. Cut, drill, and tap for factory-installed hardware before finishing components.
- I. Aluminum Finish: Comply with NAAMMs "Metal Finishes Manual for Architectural and Metal Products." Clear anodic, Architectural Class I: AA-M12C22A41, complying with AAMA 611.
1. Color: Dark Bronze.
- J. Accessible Entrances: Comply with applicable provisions in the 2007 California Building Code, the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines, and ICC/ANSI A117.1.
- K. Source Limitations for Aluminum-Framed Systems: Obtain from single source from single manufacturer.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with manufacturer's written instructions.

B. Metal Protection

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or applying sealant or tape, or by installing nonconductive spacers as recommended by manufacturer for this purpose.
2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to provide a weatherproof system.

D. Install components to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.

E. Install framing components true in alignment with established lines and grades to the following tolerances:

1. Variation from Plane: Limit to 1/8 inch in 12 feet (3 mm in 3.7 m); 1/4 inch (6 mm) over total length.
2. Alignment: For surfaces abutting in line, limit offset to 1/16 inch (1.5 mm). For surfaces meeting at corners, limit offset to 1/32 inch (0.8 mm).
3. Diagonal Measurements: Limit difference between diagonal measurements to 1/8 inch (3 mm).

F. Install doors without warp or rack. Adjust doors and hardware to provide tight fit at contact points and smooth operation.

END OF SECTION 084113

## SECTION 08 71 00 - FINISH HARDWARE

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions of Division 1 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. This Section includes items known commercially as finish or door hardware that are required for swing, sliding, and folding doors, except special types of unique hardware specified in the same sections as the doors and door frames on which they are installed.
- B. This Section includes the following, but is not necessarily limited to:
  - 1. Door Hardware, including electric hardware.
  - 2. Storefront and Entrance door hardware.
  - 3. Low-energy door operators plus sensors and actuators.
  - 4. Thresholds, gasketing and weather-stripping.
  - 5. Door silencers or mutes.
- C. Related Sections: The following sections are noted as containing requirements that relate to this Section, but may not be limited to this listing.
  - 1. Division 8: Section - Steel Doors and Frames.
  - 2. Division 8: Section - Wood Doors.
  - 3. Division 8: Section - Aluminum Storefront
  - 4. Division 16: Section - Fire/Life-Safety Systems & Security Access Systems.

#### 1.03 REFERENCES (Use date of standard in effect as of Bid date.)

- A. ADAAG - Americans with Disabilities Act (ACT) Accessibility Guidelines for Buildings and Facilities.
- B. BHMA - Builders' Hardware Manufacturers Association.
- C. CCR - California Code of Regulations, Title 24, Part 2, California State Accessibility Standards.
- D. DHI - Door and Hardware Institute.
- E. NFPA - National Fire Protection Association.
  - 1. NFPA 80 - Fire Doors and Windows
  - 2. NFPA 101 - Life Safety Code
  - 3. NFPA 105 - Smoke and Draft Control Door Assemblies
- F. CBC 2007 - California Building Code.
- G. UL - Underwriters Laboratories.
  - 1. UL 10C - Fire Tests of Door Assemblies
  - 2. UL 305 - Panic Hardware



H. WHI - Warnock Hersey Incorporated

I. SDI - Steel Door Institute

#### 1.04 SUBMITTALS & SUBSTITUTIONS

- A. General: Submit in accordance with Conditions of the Contract and Division 1 Specification sections.
- B. Submit product data (catalog cuts) including manufacturers' technical product information for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- C. Submit six (6) copies of schedule organized vertically into "Hardware Sets" with index of doors and headings, indicating complete designations of every item required for each door or opening. Include following information:
  - 1. Type, style, function, size and finish of each hardware item.
  - 2. Name, part number and manufacturer of each item.
  - 3. Fastenings and other pertinent information.
  - 4. Location of hardware set coordinated with floor plans and door schedule.
  - 5. Explanation of all abbreviations, symbols and codes contained in schedule.
  - 6. Mounting locations for hardware.
  - 7. Door and frame sizes and materials.
  - 8. List of manufacturers used and their nearest representative with address and phone number.
  - 9. Keying information.
- D. Make substitution requests in accordance with Division 1. Substitution requests must be made prior to bid date. Include product data and indicate benefit to the project. Furnish samples of any proposed substitution.
- E. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner's final instructions on keying of locks has been fulfilled.
- F. Templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- G. Furnish as-built/as-installed schedule with close-out documents, including keying schedule, wiring/riser diagrams, manufacturers' installation, adjustment and maintenance information.

#### 1.05 QUALITY ASSURANCE

- A. Obtain each type of hardware (latch and lock sets, hinges, closers, exit devices, etc.) from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation.

1. Responsible for detailing, scheduling and ordering of finish hardware.
  2. Meet with Owner to finalize keying requirements and to obtain final instructions in writing.
  3. Stock parts for products supplied and be capable of repairing and replacing hardware items found defective within warranty periods.
- C. Hardware Installer: Company specializing in the installation of commercial door hardware with five years documented experience.
- D. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and tested by UL or Warnock Hersey for given type/size opening and degree of label. Provide proper latching hardware, door closers, approved-bearing hinges and seals whether listed in the Hardware Schedule or not.
1. Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors' UL labels indicating "Fire Door to be Equipped with Fire Exit Hardware") provide UL label on exit devices indicating "Fire Exit Hardware".
- E. Exit Doors: Operable from inside with single motion without the use of a key or special knowledge or effort.

#### 1.06 DELIVERY, STORAGE AND HANDLING

- A. Coordinate delivery of packaged hardware items to the appropriate locations (shop or field) for installation.
- B. Hardware items shall be individually packaged in manufacturers' original containers, complete with proper fasteners. Clearly mark packages on outside to indicate contents and locations in hardware schedule and in work.
- C. Provide locked storage area for hardware, protect from moisture, sunlight, paint, chemicals, etc.
- D. Inventory door hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.

#### 1.07 WARRANTY

- A. Provide warranties of respective manufacturers' regular terms of sale from day of final acceptance as follows:
  1. Locksets: Seven (7) years.
  2. Closers: Ten (10) years, except electronic closers shall be two (2) years.
  3. Exit devices: Three (3) years.
  4. All other hardware: Two (2) years.

#### 1.08 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

1.09 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-installation conference at least one week prior to beginning work of this section.
- B. Attendance: Architect, Construction Manager, Contractor, Security Contractor, Hardware Supplier, Installer, Key District Personnel, and Project Inspector.
- C. Agenda: Review hardware schedule, products, installation procedures and coordination required with related work. Review District's keying standards.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

|    | <u>Item</u>                     | <u>Manufacturer</u> | <u>Acceptable Substitutes</u> |
|----|---------------------------------|---------------------|-------------------------------|
| A. | Hinges                          | Ives                | Hager, Stanley, McKinney      |
| B. | Locks, Latches & Cylinders      | Schlage             | None                          |
| C. | Exit Devices                    | Von Duprin          | None                          |
| D. | Closers                         | LCN                 | None                          |
| E. | Push, Pulls & Protection Plates | Ives                | Trimco, BBW, Quality          |
| F. | Flush Bolts                     | Ives                | Trimco, BBW, Quality          |
| G. | Dust Proof Strikes              | Ives                | Trimco, BBW, Quality          |
| H. | Coordinators                    | Ives                | Trimco, BBW, Quality          |
| I. | Stops                           | Ives                | Trimco, BBW, Quality          |
| J. | Overhead Stops                  | Glynn-Johnson       | None                          |
| K. | Thresholds                      | National Guard      | Pemko, Zero                   |
| L. | Seals & Bottoms                 | National Guard      | Pemko, Zero                   |

2.02 MATERIALS

- A. Hinges: Exterior out-swinging door butts shall be non-ferrous material and shall have stainless steel hinge pins. All doors to have non-rising pins.
  - 1. Hinges shall be sized in accordance with the following:
    - a. Height:
      - 1) Doors up to 41" wide: 4-1/2" inches.
      - 2) Doors 42" to 48" wide: 5 inches.
    - b. Width: Sufficient to clear frame and trim when door swings 180 degrees.

- c. Number of Hinges: Furnish 3 hinges per leaf to 7'-5" in height. Add one for each additional 2 feet in height.
2. Furnish non-removable pins (NRP) at all exterior out-swing doors and interior key lock doors with reverse bevels.
- B. Continuous Hinges: As manufactured by Ives, an Ingersoll-Rand Company. UL rated as required.
- C. Heavy Duty Cylindrical Locks and Latches: Schlage "ND" Series as scheduled with "Rhodes" design, fastened with through-bolts and threaded chassis hubs.
  1. Locksets to comply with ANSI A156.2, Series 4000, Grade 1; tested to exceed 3,000,000 cycles. Locksets shall meet ANSI A117.1, Accessible Code.
  2. Chassis: One piece modular assembly and multi-functional allowing function interchange without disassembly of lockset.
  3. Spindle shall be deep-draw manufactured not stamped. Spindle and spring cage to be one-piece integrated assembly.
  4. Anti-rotation plate to be interlocking to the lock chassis. Lock design utilizing bit-tabs are not acceptable.
  5. Lever Trim: Accessible design, bi-directional, independent assemblies.
  6. Locks shall be of such construction that when locked, the door may be opened from within by using lever and without the use of a key or special knowledge.
  7. Thru-bolts to secure anti-rotation plate without sheer line. Fully threaded thru-bolts are not acceptable.
  8. Spring cage to have double compression springs. Manufacturers utilizing torsion springs are not acceptable.
  9. Latchbolt to be steel with minimum ½" throw deadlatch on keyed and exterior functions; ¾" throw anti-friction latchbolt on pairs of doors.
  10. Strikes: ANSI curved lip, 1-1/4" x 4-7/8", with 1" deep dust box (K510-066). Lips shall be of sufficient length to clear trim and protect clothing.
    1. *Hand of lock chassis to be changeable by simply moving one screw from one side to the case to the other and pulling and reversing the latchbolt.*
    2. *Cylinders to be secured by a cast stainless steel, dual retainer. Locks utilizing screws and / or stamped retainers are not acceptable.*
- D. Exit devices: Von Duprin as scheduled.
  1. Provide certificate by independent testing laboratory that device has completed over 1,000,000 cycles and can still meet ANSI/BHMA A156.3 - 2001 standards.
  2. All internal parts shall be of cold-rolled steel with zinc dichromate coating.
  3. Mechanism case shall have an average thickness of .140".
  4. Compression spring engineering.
  5. Non-handed basic device design with center case interchangeable with all functions.
  6. All devices shall have quiet return fluid dampeners.
  7. All latchbolts shall be deadlocking with ¾" throw and have a self-lubricating coating to reduce friction and wear.
  8. Device shall bear UL label for fire and or panic as may be required.
  9. All surface strikes shall be roller type and utilize a plate underneath to prevent movement.
  10. All Exit Devices to be sex-bolted to the doors.
  11. Panic Hardware shall comply with CBC Section 1008.1.9 and shall be mounted between 30" and 44" above the finished floor surface. The unlatching force shall not exceed 15 lbs. applied in the direction of travel.

- E. Closers: LCN as scheduled. Place closers inside building, stairs, room, etc.
1. Door closer cylinders shall be of high strength cast iron construction with double heat treated pinion shaft to provide low wear operating capabilities of internal parts throughout the life of the installation. All door closers shall be tested to ANSI/BHMA A156.4 test requirements by a BHMA certified testing laboratory.
  2. Closers shall be installed to permit doors to swing 180 degrees.
  3. All closers shall utilize a stable fluid withstanding temperature range of 120 degrees F. to -30 degrees F. without requiring seasonal adjustment of closer speed to properly close the door.
  4. Provide the manufactures drop plates, brackets and spacers as required at narrow head rails and special frame conditions. NO wood plates or spacers will be allowed.
  5. Maximum effort to operate closers shall not exceed 5 lbs., such pull or push effort being applied at right angles to hinged doors. Compensating devices or automatic door operators may be utilized to meet the above standards. When fire doors are required, the maximum effort to operate the closer may be increased but shall not exceed 15 lbs. when specifically approved by fire marshal. All closers shall be adjusted to operate with the minimum amount of opening force and still close and latch the door. These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door in a closed position. Door shall take at least 5 seconds to move from an open position of 70 degrees to a point of 3 inches from the latch jamb. Reference CBC Sections 1133B.2.5 & 1133B2.5.1.
  6. Provide sex-bolted or through bolt mounting for all door closers.
- F. Flush Bolts & Dust Proof Strikes: Automatic Flush Bolts shall be of the low operating force design. Utilize the top bolt only model for interior doors where applicable and as permitted by testing procedures.
1. Manual flush bolts only permitted on storage or mechanical openings as scheduled.
  2. Provide dust proof strikes at openings using bottom bolts.
- G. Door Stops:
1. Unless otherwise noted in Hardware Sets, provide wall type with appropriate fasteners. Where wall type cannot be used, provide floor type. If neither can be used, provide overhead type.
  2. Do not install floor stops more than four (4) inches from the face of the wall or partition (CBC Section 1133B.8.6).
  3. Overhead stops shall be made of stainless steel and non-plastic mechanisms and finished metal end caps. Field-changeable hold-open, friction and stop-only functions.
- H. Protection Plates: Fabricate either kick, armor, or mop plates with four beveled edges. Provide kick plates 10" high and 2" LDW. Sizes of armor and mop plates shall be listed in the Hardware Schedule. Furnish with machine or wood screws of bronze or stainless to match other hardware.
- I. Thresholds: As Scheduled and per details.
1. Thresholds shall not exceed 1/2" in height, with a beveled surface of 1:2 maximum slope.
  2. Set thresholds in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 "Thermal and Moisture Protection".
  3. Use 1/4" fasteners, red-head flat-head sleeve anchors (SS/FHSL).
  4. Thresholds shall comply with CBC Section 1133B.2.4.1.
- J. Seals: Provide silicone gasket at all rated and exterior doors.

1. Fire-rated Doors, Resilient Seals: UL10C Classified, Category "J" listed seals complying with NFPA 80 & NFPA 252 Standards. Coordinate with selected door manufacturers' and selected frame manufacturers' requirements.
  2. Fire-rated Doors, Intumescent Seals: Furnished by selected door manufacturer. Category "G" furnish fire-labeled opening assembly complete and in full compliance with NFPA 252. Where required, intumescent seals vary in requirement by door type and door manufacture -- careful coordination required.
  3. Smoke & Draft Control Doors, Provide Category "H" listed seals complying with NFPA 105 for use on "S" labeled Positive Pressure door assemblies.
- K. Door Shoes & Door Top Caps: Provide door shoes at all exterior wood doors and top caps at all exterior out-swing doors.
- L. Silencers: Furnish silencers for interior hollow metal frames, 3 for single doors, 2 for pairs of doors. Omit where sound or light seals occurs, or for fire-resistive-rated door assemblies.

### 2.03 KEYING

- A. Furnish a Grand Master, Master, keyed alike or keyed different system as directed by the Owner or Architect.
- B. Provide construction keying for doors requiring locking during construction; remove temporary cores or inserts immediately prior to Owner occupancy. Furnish permanent keys (and cores if applicable) directly to Owner.
- C. Key Blanks: Standard "6" pin bow key blank; tag to identify.
- D. Supply keys and blanks as follows:
1. Supply 2 cut change keys for each different change key code.
  2. Supply 1 uncut key blank for each change key code.
  3. Supply 6 cut master keys for each different master key set.
  4. Supply 3 uncut key blanks for each master key set.

### 2.04 FINISHES

- A. Generally to be satin chrome US26D (626 on bronze and 652 on steel) unless otherwise noted.
- B. Furnish push plates, pull plates and kick or armor plates in satin stainless steel US32D (630) unless other wise noted.
- C. Door closers shall be powder-coated to match other hardware, unless otherwise noted.
- D. Aluminum items to be finished anodized aluminum except thresholds which can be furnished as standard mill finish.

### 2.05 FASTENERS

- A. Screws for strikes, face plates and similar items shall be flat head, countersunk type, provide machine screws for metal and standard wood screws for wood.
- B. Screws for butt hinges shall be flathead, countersunk, full-thread type.

- C. Fastening of closer bases or closer shoes to doors shall be by means of sex bolts and spray painted to match closer finish.
- D. Provide expansion anchors for attaching hardware items to concrete or masonry.
- E. All exposed fasteners shall have a phillips head.
- F. Finish of exposed screws to match surface finish of hardware or other adjacent work.
- G. All Exit Devices and Lock Protectors shall be fastened to the door by the means of sex bolts or through bolts.

### PART 3 - EXECUTION

#### 3.01 INSPECTION

- A. Verify that doors and frames are square and plumb and ready to receive work and dimensions are as instructed by the manufacturer.
- B. Beginning of installation means acceptance of existing conditions.

#### 3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and requirements of DHI.
- B. Use the templates provided by hardware item manufacturer.
- C. Mounting heights for hardware shall be as recommended by the Door and Hardware Institute. Operating hardware will to be located between 30" and 44" AFF.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units that are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Set thresholds for exterior doors in full bed of butyl-rubber sealant.
- G. If hand of door is changed during construction, make necessary changes in hardware at no additional cost.
- H. Hardware Installer shall coordinate with security contractor to route cable to connect electrified locks, panic hardware and fire exit hardware to power transfers or electric hinges at the time these items are installed so as to avoid disassembly and reinstallation of hardware.

#### 3.03 ADJUST AND CLEAN

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Clean adjacent surface soiled by hardware installation.

- C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy, return to that work area and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware finishes, during the final adjustment of hardware.
- E. Continued Maintenance Service: Approximately six months after the completion of the project, the Contractor accompanied by the Architectural Hardware Consultant, shall return to the project and re-adjust every item of hardware to restore proper functions of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.04 HARDWARE LOCATIONS

- A. Conform to CCR, Title 24, Part 2, and ADAAG for positioning requirements for the disabled.

3.05 FIELD QUALITY CONTROL

- A. Architectural Hardware Consultant (AHC) to inspect installation and certify that hardware and it's installation have been furnished and installed in accordance with manufacturer's instructions and as specified herein.

3.06 SCHEDULE

- A. The items listed in the following schedule shall conform to the requirements of the foregoing specifications.
- B. The Door Schedule on the Drawings indicates which hardware set is used with each door.

Manufacturers Abbreviations (Mfr.)

|     |   |                           |  |
|-----|---|---------------------------|--|
| GLY | = | Glynn-Johnson Corporation | Overhead Door Stops  |
| HAG | = | Hager                     | Hinges   |
| IVE | = | Ives                      | Hinges, Pivots, Bolts, Coordinators, Dust Proof Strikes, Push Pull & Kick Plates, Door Stops & Silencers |
| LCN | = | LCN                       | Door Closers   |
| PEM | = | Pemko                     | Thresholds, Gasketing & Weather-stripping  |
| SCH | = | Schlage Lock Company      | Locks, Latches & Cylinders   |
| VON | = | Von Duprin                | Exit Devices   |



SPECWORKS # 84839

HARDWARE GROUP: 01

|   |    |                  |                         |     |     |
|---|----|------------------|-------------------------|-----|-----|
| 1 | Ea | Continuous Hinge | 224HD                   | 628 | IVE |
| 1 | Ea | Panic Hardware   | CD35A-NL-OP             | 626 | VON |
| 1 | Ea | Mortise Cylinder | 20-001 1-1/4" XQ11-947  | 626 | SCH |
| 1 | Ea | Rim Cylinder     | 20-057                  | 626 | SCH |
| 1 | Ea | Offset Door Pull | 8190-2-O                | 630 | IVE |
| 1 | Ea | Surface Closer   | 4041 EDA                | 689 | LCN |
| 1 | Ea | Mounting Plate   | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 1 | Ea | Overhead Holder  | 100H                    | 630 | GLY |
| 1 | Ea | Threshold        | Per Detail              | AL  | PEM |

WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY

HARDWARE GROUP: 01A

|   |    |                  |                         |     |     |
|---|----|------------------|-------------------------|-----|-----|
| 1 | Ea | Continuous Hinge | 224HD EPT PREP          | 628 | IVE |
| 1 | Ea | Power Transfer   | EPT-10                  | 689 | VON |
| 1 | Ea | Panic Hardware   | RX-EL35A-NL-OP          | 626 | VON |
| 1 | Ea | Rim Cylinder     | 20-057                  | 626 | SCH |
| 1 | Ea | Offset Door Pull | 8190-2-O                | 630 | IVE |
| 1 | Ea | Surface Closer   | 4041 EDA                | 689 | LCN |
| 1 | Ea | Mounting Plate   | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 1 | Ea | Overhead Holder  | 100H                    | 630 | GLY |
| 1 | Ea | Threshold        | Per Detail              | AL  | PEM |
| 1 | Ea | Power Supply     | PS873-2                 | GRY | VON |

CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER

WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY

HARDWARE GROUP: 02

|   |    |                  |                         |     |     |
|---|----|------------------|-------------------------|-----|-----|
| 1 | Ea | Continuous Hinge | 224HD                   | 628 | IVE |
| 1 | Ea | Continuous Hinge | 224HD EPT PREP          | 628 | IVE |
| 1 | Ea | Power Transfer   | EPT-10                  | 689 | VON |
| 1 | Ea | Panic Hardware   | CD3547A-EO              | 626 | VON |
| 1 | Ea | Panic Hardware   | EL3547A-NL-OP           | 626 | VON |
| 1 | Ea | Mortise Cylinder | 20-001 1-1/4" XQ11-947  | 626 | SCH |
| 1 | Ea | Rim Cylinder     | 20-057                  | 626 | SCH |
| 2 | Ea | Offset Door Pull | 8190-2-O                | 630 | IVE |
| 2 | Ea | Surface Closer   | 4041 EDA                | 689 | LCN |
| 2 | Ea | Mounting Plate   | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 2 | Ea | Floor Stop       | FS442                   | 626 | IVE |
| 1 | Ea | Threshold        | Per Detail              | AL  | PEM |
| 1 | Ea | Power Supply     | PS873-2                 | GRY | VON |

CARD READER, DOOR CONTACTS, PIR & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER

WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY

HARDWARE GROUP: 03

|   |     |                 |                            |     |     |
|---|-----|-----------------|----------------------------|-----|-----|
| 2 | Ea  | Hinge           | 5BB1HW 4.5 X 4.5 NRP       | 630 | IVE |
| 1 | Ea  | Electric Hinge  | 5BB1HW 4.5 X 4.5 TW4       | 630 | IVE |
| 1 | Ea  | Electric Lock   | ND96PDEU RHO (RX) N123-062 | 626 | SCH |
| 1 | Ea  | Lock Guard      | LG13                       | 630 | IVE |
| 1 | Ea  | Surface Closer  | 4041 EDA                   | 689 | LCN |
| 1 | Ea  | Overhead Holder | 100H                       | 630 | GLY |
| 1 | Ea  | Kick Plate      | 8400 10" X 2" LDW          | 630 | IVE |
| 1 | Set | Seals           | S88D                       | DKB | PEM |
| 1 | Ea  | Door Sweep      | 315CN                      | 628 | PEM |
| 1 | Ea  | Threshold       | Per Detail                 | AL  | PEM |

CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER

HARDWARE GROUP: 04

|   |    |                     |  |     |     |
|---|----|---------------------|--|-----|-----|
| 1 | Ea | Cylinder Or Padlock | VERIFY TYPE WITH DOOR MFR<br>BALANCE OF HARDWARE BY DOOR<br>MANUFACTURER | 626 | SCH |
|---|----|---------------------|--|-----|-----|

HARDWARE GROUP: 05

|   |    |             |                |     |     |
|---|----|-------------|----------------|-----|-----|
| 3 | Ea | Hinge       | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea | Office Lock | ND50PD RHO     | 626 | SCH |
| 1 | Ea | Wall Stop   | WS407CCV       | 630 | IVE |
| 1 | Ea | Coat Hook   | 572            | 626 | IVE |

HARDWARE GROUP: 06

|   |    |                |                |     |     |
|---|----|----------------|----------------|-----|-----|
| 3 | Ea | Hinge          | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea | Classroom Lock | ND70PD RHO     | 626 | SCH |
| 1 | Ea | Wall Stop      | WS407CCV       | 630 | IVE |

HARDWARE GROUP: 07

|   |    |                |                |     |     |
|---|----|----------------|----------------|-----|-----|
| 3 | Ea | Hinge          | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea | Storeroom Lock | ND80PD RHO     | 626 | SCH |
| 1 | Ea | Wall Stop      | WS407CCV       | 630 | IVE |

HARDWARE GROUP: 08

|   |     |                |                    |     |     |
|---|-----|----------------|--------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Ea  | Storeroom Lock | ND80PD RHO         | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 EDA FC        | 689 | LCN |
| 1 | Ea  | Wall Stop      | WS407CCV           | 630 | IVE |
| 1 | Set | Seals          | S88D               | DKB | PEM |

HARDWARE GROUP: 09

|   |     |                |                    |     |     |
|---|-----|----------------|--------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Ea  | Panic Hardware | 99L 996L-06        | 626 | VON |
| 1 | Ea  | Rim Cylinder   | 20-057             | 626 | SCH |
| 1 | Ea  | Surface Closer | 4041 EDA           | 689 | LCN |
| 1 | Ea  | Kick Plate     | 8400 10" X 2" LDW  | 630 | IVE |
| 1 | Ea  | Dome Stop      | FS436 R435         | 626 | IVE |
| 1 | Set | Seals          | S88D               | DKB | PEM |

HARDWARE GROUP: 10

|   |     |                |                   |     |     |
|---|-----|----------------|-------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5    | 652 | IVE |
| 1 | Ea  | Privacy Set    | ND40S RHO         | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC           | 689 | LCN |
| 2 | Ea  | Kick Plate     | 8400 10" X 2" LDW | 630 | IVE |
| 1 | Ea  | Wall Stop      | WS407CCV          | 630 | IVE |
| 1 | Set | Seals          | S88D              | DKB | PEM |
| 1 | Ea  | Coat Hook      | 572               | 626 | IVE |

HARDWARE GROUP: 11

|   |     |                     |                    |     |     |
|---|-----|---------------------|--------------------|-----|-----|
| 6 | Ea  | Hinge               | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Set | Auto Flush Bolt     | FB41P              | 630 | IVE |
| 1 | Ea  | Dust Proof Strike   | DP1                | 626 | IVE |
| 1 | Ea  | Vestibule Lock      | ND60PD RHO         | 626 | SCH |
| 1 | Ea  | Coordinator         | COR X FL           | 628 | IVE |
| 1 | Ea  | Astragal            | 355CS              | 628 | PEM |
| 2 | Ea  | Surface Closer      | 1461 FC            | 689 | LCN |
| 2 | Ea  | Kick Plate          | 8400 10" X 2" LDW  | 630 | IVE |
| 2 | Ea  | Floor Stop & Holder | FS41               | 626 | IVE |
| 1 | Set | Seals               | S88D               | DKB | PEM |
| 1 | Ea  | Threshold           | Per Detail         | AL  | PEM |

HARDWARE GROUP: 12

|   |     |                |                   |     |     |
|---|-----|----------------|-------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5    | 652 | IVE |
| 1 | Ea  | Vestibule Lock | ND60PD RHO        | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC           | 689 | LCN |
| 1 | Ea  | Kick Plate     | 8400 10" X 2" LDW | 630 | IVE |
| 1 | Ea  | Floor Stop     | FS441             | 626 | IVE |
| 1 | Set | Seals          | S88D              | DKB | PEM |

HARDWARE GROUP: 13

|   |     |                     |                    |     |     |
|---|-----|---------------------|--------------------|-----|-----|
| 6 | Ea  | Hinge               | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Set | Auto Flush Bolt     | FB41P              | 630 | IVE |
| 1 | Ea  | Dust Proof Strike   | DP1                | 626 | IVE |
| 1 | Ea  | Storeroom Lock      | ND80PD RHO         | 626 | SCH |
| 1 | Ea  | Coordinator         | COR X FL           | 628 | IVE |
| 2 | Ea  | Mounting Bracket    | MB1/2              | 600 | IVE |
| 1 | Ea  | Astragal            | 355CS              | 628 | PEM |
| 2 | Ea  | Surface Closer      | 1461 PA FC         | 689 | LCN |
| 2 | Ea  | Kick Plate          | 8400 10" X 2" LDW  | 630 | IVE |
| 2 | Ea  | Floor Stop & Holder | FS41               | 626 | IVE |
| 1 | Set | Seals               | S88D               | DKB | PEM |
| 2 | Ea  | Door Sweep          | 315CN              | 628 | PEM |
| 1 | Ea  | Threshold           | Per Detail         | AL  | PEM |

HARDWARE GROUP: 14

|   |     |                     |                   |     |     |
|---|-----|---------------------|-------------------|-----|-----|
| 6 | Ea  | Hinge               | 5BB1 4.5 X 4.5    | 652 | IVE |
| 1 | Set | Auto Flush Bolt     | FB41P             | 630 | IVE |
| 1 | Ea  | Dust Proof Strike   | DP1               | 626 | IVE |
| 1 | Ea  | Storeroom Lock      | ND80PD RHO        | 626 | SCH |
| 1 | Ea  | Coordinator         | COR X FL          | 628 | IVE |
| 1 | Ea  | Astragal            | 355CS             | 628 | PEM |
| 2 | Ea  | Surface Closer      | 1461 FC           | 689 | LCN |
| 2 | Ea  | Kick Plate          | 8400 10" X 2" LDW | 630 | IVE |
| 2 | Ea  | Floor Stop & Holder | FS41              | 626 | IVE |
| 1 | Set | Seals               | S88D              | DKB | PEM |
| 1 | Ea  | Threshold           | Per Detail        | AL  | PEM |

HARDWARE GROUP: 15

|   |     |                |                |     |     |
|---|-----|----------------|----------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea  | Classroom Lock | ND70PD RHO     | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC        | 689 | LCN |
| 1 | Ea  | Dome Stop      | FS436 R435     | 626 | IVE |
| 1 | Set | Seals          | S88D           | DKB | PEM |

HARDWARE GROUP: 16

|   |    |                   |                |     |     |
|---|----|-------------------|----------------|-----|-----|
| 6 | Ea | Hinge             | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea | Manual Flush Bolt | FB358          | 626 | IVE |
| 1 | Ea | Dust Proof Strike | DP2            | 626 | IVE |
| 1 | Ea | Classroom Lock    | ND70PD RHO     | 626 | SCH |
| 2 | Ea | Overhead Stop     | 900S           | 630 | GLY |

HARDWARE GROUP: 17

|   |     |                |                    |     |     |
|---|-----|----------------|--------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Ea  | Storeroom Lock | ND80PD RHO         | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC            | 689 | LCN |
| 1 | Ea  | Kick Plate     | 8400 10" X 2" LDW  | 630 | IVE |
| 1 | Ea  | Wall Stop      | WS407CCV           | 630 | IVE |
| 1 | Set | Seals          | S88D               | DKB | PEM |

HARDWARE GROUP: 18

|   |    |                |                   |     |     |
|---|----|----------------|-------------------|-----|-----|
| 3 | Ea | Hinge          | 5BB1 4.5 X 4.5    | 652 | IVE |
| 1 | Ea | Push Plate     | 8200 6" X 16"     | 630 | IVE |
| 1 | Ea | Pull Plate     | 8302-8 4" X 16"   | 630 | IVE |
| 1 | Ea | Surface Closer | 1461 DEL FC       | 689 | LCN |
| 2 | Ea | Kick Plate     | 8400 10" X 2" LDW | 630 | IVE |
| 1 | Ea | Wall Stop      | WS407CCV          | 630 | IVE |

HARDWARE GROUP: 19

|   |     |                |                |     |     |
|---|-----|----------------|----------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea  | Classroom Lock | ND70PD RHO     | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 EDA FC    | 689 | LCN |
| 1 | Ea  | Dome Stop      | FS436 R435     | 626 | IVE |
| 1 | Set | Seals          | S88D           | DKB | PEM |

HARDWARE GROUP: 20

|   |     |                |                |     |     |
|---|-----|----------------|----------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 | 652 | IVE |
| 1 | Ea  | Passage Set    | ND10S RHO      | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC        | 689 | LCN |
| 1 | Ea  | Wall Stop      | WS407CCV       | 630 | IVE |
| 1 | Set | Seals          | S88D           | DKB | PEM |

HARDWARE GROUP: 21

|   |     |                |                    |     |     |
|---|-----|----------------|--------------------|-----|-----|
| 3 | Ea  | Hinge          | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Ea  | Storeroom Lock | ND80PD RHO         | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 SCUSH FC      | 689 | LCN |
| 1 | Set | Seals          | S88D               | DKB | PEM |

HARDWARE GROUP: 22

|   |     |                  |                      |     |     |
|---|-----|------------------|----------------------|-----|-----|
| 5 | Ea  | Hinge            | 5BB1 4.5 X 4.5 NRP   | 652 | IVE |
| 1 | Ea  | Electric Hinge   | 5BB1 4.5 X 4.5 TW4   | 652 | IVE |
| 1 | Ea  | Panic Hardware   | 3527A-L-LBR 360L-06  | 626 | VON |
| 1 | Ea  | Panic Hardware   | 3527A-L-LBR E360L-06 | 626 | VON |
| 1 | Ea  | Mortise Cylinder | 20-001 1-1/4"        | 626 | SCH |
| 2 | Ea  | Surface Closer   | 1461 SHCUSH FC       | 689 | LCN |
| 1 | Set | Seals            | S88D                 | DKB | PEM |
| 1 | Ea  | Power Supply     | PS861                | GRY | VON |

CARD READER, DOOR CONTACT, PIR & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER  
 BUZZER SYSTEM FOR DOOR 225 PROVIDED BY ELECTRICAL CONTRACTOR

HARDWARE GROUP: 23

|   |     |                |                            |     |     |
|---|-----|----------------|----------------------------|-----|-----|
| 2 | Ea  | Hinge          | 5BB1 4.5 X 4.5             | 652 | IVE |
| 1 | Ea  | Electric Hinge | 5BB1 4.5 X 4.5 TW4         | 652 | IVE |
| 1 | Ea  | Electric Lock  | ND80PDEU RHO (RX) N123-062 | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 FC                    | 689 | LCN |
| 1 | Ea  | Dome Stop      | FS436 R435                 | 626 | IVE |
| 1 | Set | Seals          | S88D                       | DKB | PEM |

CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER  
 BUZZER SYSTEM FOR DOOR 224 & 228 PROVIDED BY ELECTRICAL CONTRACTOR

HARDWARE GROUP: 24

|   |     |                |                    |     |     |
|---|-----|----------------|--------------------|-----|-----|
| 2 | Ea  | Hinge          | 5BB1 4.5 X 4.5 NRP | 652 | IVE |
| 1 | Ea  | Electric Hinge | 5BB1 4.5 X 4.5 TW4 | 652 | IVE |
| 1 | Ea  | Panic Hardware | RX-99L E996L-06    | 626 | VON |
| 1 | Ea  | Rim Cylinder   | 20-057             | 626 | SCH |
| 1 | Ea  | Surface Closer | 4041 EDA           | 689 | LCN |
| 1 | Ea  | Kick Plate     | 8400 10" X 2" LDW  | 630 | IVE |
| 1 | Ea  | Dome Stop      | FS436 R435         | 626 | IVE |
| 1 | Set | Seals          | S88D               | DKB | PEM |

CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER

HARDWARE GROUP: 25

|   |     |                |                            |     |     |
|---|-----|----------------|----------------------------|-----|-----|
| 2 | Ea  | Hinge          | 5BB1 4.5 X 4.5             | 652 | IVE |
| 1 | Ea  | Electric Hinge | 5BB1 4.5 X 4.5 TW4         | 652 | IVE |
| 1 | Ea  | Electric Lock  | ND80PDEU RHO (RX) N123-062 | 626 | SCH |
| 1 | Ea  | Surface Closer | 1461 EDA FC                | 689 | LCN |
| 1 | Ea  | Dome Stop      | FS436 R435                 | 626 | IVE |
| 1 | Set | Seals          | S88D                       | DKB | PEM |

CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER

HARDWARE GROUP: E-01

RE-USE BALANCE OF DOOR, FRAME &  
HARDWARE  
REKEY EXISTING LOCK / CYLINDER

HARDWARE GROUP: E-02

1 Ea Storeroom Lock

ND80PD RHO  
RE-USE BALANCE OF DOOR, FRAME &  
HARDWARE

626 SCH

END OF SECTION

## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and 12-inch- (300-mm-) square Samples.
- B. Fire-Resistance-Rated Assemblies: Provide products that comply with NFPA 80 and are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for applications indicated.
- C. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSI Z97.1.
- D. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated.
  - 1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA's "Glazing Manual."
  - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing"; and AAMA TIR-A7, "Sloped Glazing Guidelines."
  - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
  - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
- E. Insulating-Glass Certification Program: Permanently marked with certification label of Insulating Glass Certification Council and Associated Laboratories, Inc.
- F. Glazing characteristic shall be as required by the report prepared for this project for Title-24 Part 6 Energy Compliance.
- G. Glazing in Hazardous Locations outlined in 2007 California Building Code section 2406.3 shall be fully tempered safety glazing.

### PART 2 - PRODUCTS

#### 2.1 GLASS

- A. Float Glass GL-1: ASTM C 1036, Type I, Class 1 (clear), and Quality Q3.
- B. Heat-Treated Float Glass GL-2: ASTM C 1048, Type I, Class 1 (clear), Quality Q3, Kind FT (fully tempered).
- C. Coated Glass GL-3: ASTM C 1048, Condition C, Type I, Class 1 (clear), Quality Q3, Kind FT (fully tempered). Use pyrolytic process to coat glass with coating.



- D. Wired Glass GL-4>: ASTM C 1036, Type II, Class 1, Quality Q8; Form 1 (polished) with m2 (square)] mesh, 6.4 mm (0.25 inch) thick.
- E. Patterned Glass GL-4: ASTM C 1036, Type II, Class 1, Form 3, Quality Q8, Finish f1, with pattern.
- F. Tempered Patterned Glass GL-5: ASTM C 1048, Type II, Class 1, Form 3, Quality Q8, Kind FT, Finish f1, with pattern.
- G. Mirror Glass GL-6: ASTM C 1503, Mirror Select, Quality, 5.0 mm thick, with edges flat polished.
  - 1. Safety Glass for Mirrors: Fully tempered.

## 2.2 FABRICATED GLASS PRODUCTS

- A. Laminated Glass GL-7: Two sheets with polyvinyl butyryl sheet interlayer. Comply with ASTM C 1172.
- B. Sealed Insulating-Glass Units GL-8: Factory-assembled units complying with ASTM E 774 for Class CBA units, with two sheets of glass separated by a dehydrated space filled with air.
  - 1. Inboard Lite: float glass or heat treated float glass
  - 2. Outboard Lite: float glass or heat treated float glass
  - 3. Low-Emissivity Coating: surface.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- C. Remove nonpermanent labels, and clean surfaces immediately after installation.

END OF SECTION 088000

## SECTION 089000 - LOUVERS AND VENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. This Section includes fixed, formed-metal louvers.
- B. Air-Performance, Water-Penetration, and Wind-Driven Rain Ratings: As demonstrated by testing manufacturer's stock units according to AMCA 500-L.
- C. Submittals: Product Data for each type of product indicated.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T5 or T-52 for extrusions; ASTM B 209 (ASTM B 209M), Alloy 3003 or 5005 for sheet.
- B. Fasteners: Of same basic metal and alloy as fastened metal or 300 Series stainless steel.

#### 2.2 LOUVERS

- A. Basis of Design: The design for each louver is based on the product named. Comparable products, as determined by Architect, by one of the following manufacturers may be provided:
  - 1. Construction Specialties, Inc
  - 2. Ruskin Company
  - 3. Reliable Products, Inc
- B. Horizontal, Extruded-Aluminum, Storm-Resistant Louvers:
  - 1. Products: Wind-Driven Rain Resistant Stationary Louvers
  - 2. Louver unit size: 36-inch-wide by 24-inch high louver.
  - 3. Frame: 5" deep, 6063T5 extruded aluminum with .081 inch nominal wall thickness
  - 4. Blades: 6063T5 extruded aluminum .063 inch nominal wall thickness. Double drainable blades spaced 2 inches center to center.
  - 5. Free Area: Not less than 2.28 n.f.a. for 36-inch-wide by 24-inch high louver.
  - 6. Manufacturer accessories: Extended sill, clip angles, and fasteners.

#### 2.3 LOUVER SCREENS

- A. Louver unit shall have manufacturer's 5/8 inch x .040 inch expanded flattened aluminum screen in removable frame at interior face of each exterior louver.

2.4 FINISHES

- A. Aluminum Louvers: Conversion-coated and factory-primed finish, AA-C12C42R1x.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Install louvers level, plumb, and at indicated alignment with adjacent work.
- C. Provide perimeter reveals and openings of uniform width for sealants and joint fillers, as indicated.
- D. Use concealed anchorages where possible.
- E. Protect metal surfaces from corrosion or galvanic action by applying a heavy coating of bituminous paint on surfaces that will be in contact with concrete, masonry, or dissimilar metals.

END OF SECTION 089000

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- C. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

### PART 2 - PRODUCTS

#### 2.1 METAL FRAMING AND SUPPORTS

- A. Steel Framing Members, General: ASTM C 754.
  - 1. Steel Sheet Components: ASTM C 645. Thickness specified is minimum uncoated base-metal thickness.
  - 2. Protective Coating: ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized manufacturer's standard corrosion-resistant zinc coating.
- B. Suspended Ceiling and Soffit Framing:
  - 1. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.0625-inch (1.59-mm) diameter, or double strand of 0.0475-inch- (1.21-mm-) diameter wire.
  - 2. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, and 0.162-inch (4.12-mm) diameter.
  - 3. Carrying Channels: Cold-rolled steel, 0.0538 inch (1.37 mm) thick, [2-1/2 inches (63.5 mm)] [2 inches (50.8 mm)] [1-1/2 inches (38.1 mm)] deep.
  - 4. Furring Channels: [3/4-inch- (19.1-mm-) deep, cold-rolled channels, 0.0538 inch (1.37 mm) thick] [Steel studs, 0.0179 inch (0.454 mm) thick, in depth indicated] [Steel studs, 0.0296 inch (0.752 mm) thick, in depth indicated] [Steel, rigid hat-shaped channels; 7/8 inch (22.2 mm) deep, 0.0179 inch (0.454 mm) thick] [Steel, rigid hat-shaped channels; 7/8 inch (22.2 mm) deep, 0.0296 inch (0.752 mm) thick] [Resilient furring channels, 1/2 inch (12.7 mm) deep, with single- or double-leg configuration].
  - 5. Grid Suspension System for Interior Ceilings: Interlocking, direct-hung system.
- C. Partition and Soffit Framing:

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1. Studs and Runners: In depth indicated and 0.0296 inch (0.752 mm) thick unless otherwise indicated. Depth as indicated on drawings: [1-5/8 inches (41.3 mm)] [2-1/2 inches (63.5 mm)] [3-5/8 inches (92.1 mm)] [4 inches (101.6 mm)] [6 inches (152.4 mm)], runners with 2" deep flanges
2. Firestop Track: Top runner designed to allow partition head to move while maintaining integrity of assembly fire-resistance rating. Thickness not less than indicated for studs, and of width to accommodate depth of studs.
3. Flat Strap and Backing: 0.0296 inch (0.752 mm) thick.
4. Rigid Hat-Shaped Furring Channels: In depth indicated and 0.0296 inch (0.752 mm) thick.
5. Resilient Furring Channels: 1/2 inch (12.7 mm) deep, with single- or double-leg configuration.
6. Cold-Rolled Furring Channels: 0.0538 inch (1.37 mm) thick, 3/4 inch (19.1 mm) deep.
7. Z-Furring: In depth required by insulation, 1-1/4-inch (31.8-mm) face flange, 7/8-inch (22.2-mm) wall-attachment flange, and 0.0179 inch (0.454 mm) thick.

## 2.2 ACCESSORIES

- A. General: Comply with referenced installation standards.
  1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Acoustical Sealant for Concealed Joints: Nonsag, latex sealant complying with ASTM C 834.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation and with United States Gypsum's "Gypsum Construction Handbook."
  1. Gypsum Plaster Assemblies: Also comply with ASTM C 841.
  2. Portland Cement Plaster Assemblies: Also comply with ASTM C 1063.
  3. Gypsum Veneer Plaster Assemblies: Also comply with ASTM C 844.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Isolate steel framing from building structure, except at floor, to prevent transfer of loading imposed by structural movement.
  1. Where studs are installed directly against exterior walls, install foam-gasket isolation strip between studs and wall.
- D. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.

Wald Ruhnke & Dost Architects LLP  
Santa Cruz, California

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009

END OF SECTION 092216

## SECTION 092400 - PORTLAND CEMENT PLASTERING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples for each exposed finish and for each color and texture required.
- B. STC-Rated Assemblies: Provide materials and construction identical to assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- C. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to assemblies tested according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- D. All work to be performed per NWCB's *Stucco Resource Guide* and Portland Cement Association's *Portland Cement Plaster (Stucco) Manual* and American Concrete Institute/ACI International. ACI 524R: *Guide to Portland Cement Plastering* and in accordance to all referenced standards.

### PART 2 - PRODUCTS

#### 2.1 LATH

- A. Non-rated vertical walls: Galvanized, self-furring expanded metal diamond mesh, 2.5-lb/sq. yd. weight. Comply with ASTM C 847
- B. Rated vertical walls: Galvanized, self-furring expanded metal diamond mesh, 3.4-lb/sq. yd. weight. Comply with ASTM C 847.
- C. Expanded-Metal Lath: ASTM C 847, galvanized, diamond mesh, flat or self-furring configuration as indicated, and with minimum [3.4-lb/sq. yd. (1.8-kg/sq. m)] weight.
- D. Flat Rib Lath: ASTM C 847, galvanized, flat, rib depth of not more than 1/8 inch (3 mm) with minimum [3.4-lb/sq. yd. (1.8-kg/sq. m)] weight.
- E. 3/8-Inch (9.5-mm) Rib Lath: ASTM C 847, galvanized, with minimum [3.4-lb/sq. yd. (1.8-kg/sq. m)] weight.
- F. Welded-Wire Lath: ASTM C 933, galvanized, self-furring, with minimum [1.95 lb/sq. yd. (1.1 kg/sq. m)] weight.
- G. Woven-Wire Lath: ASTM C 1032, galvanized, self-furring, with stiffener wire backing, with minimum [1.4 lb/sq. yd. (0.8 kg/sq. m)] weight.

- H. Paper Backing: FS UU-B-790, Type I, [Grade D, Style 2, vapor-permeable paper] [Grade B, Style 1a, vapor-retardant paper].
  - 1. Provide paper-backed lath at exterior locations.

## 2.2 ACCESSORIES

- A. Comply with ASTM C 1063 & ASTM D 1784 and requirements indicated in this section; coordinate depth of accessories with thicknesses and number of plaster coats required:
  - 1. Zinc and Zinc-Coated (Galvanized) Accessories:
    - a. Foundation Weep Scream: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653/A 653M, G60 (Z180) zinc coating.
    - b. Cornerite: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
    - c. External-Corner Reinforcement: Fabricated from metal lath with ASTM A 653/A 653M, G60 (Z180), hot-dip galvanized zinc coating.
    - d. Cornerbeads: Small-nose style, fabricated from zinc-coated (galvanized) steel.
    - e. Casing Beads: Square-edge style, fabricated from zinc-coated (galvanized) steel; with expanded flanges.
    - f. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, M-shaped configuration; with perforated flanges.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch (13 mm) long, free of contaminants, manufactured for use in portland cement plaster.
- C. Bonding Compound: ASTM C 932.

## 2.3 PORTLAND CEMENT PLASTER

- A. Portland Cement: ASTM C 150, [Type I] [Type II].
- B. Masonry Cement: ASTM C 91, Type N.
- C. Plastic Cement: ASTM C 1328.
- D. Lime: ASTM C 206, Type S.
- E. Sand Aggregate: ASTM C 897.
- F. Water: Potable, clean, and free from impurities.
- G. Base-Coat Mix: Portland cement and lime, comply with ASTM C 926.
- H. Job-Mixed Finish Coat: Portland cement and lime, comply with ASTM C 926.
- I. Ready-Mixed, Finish-Coat Plaster: Mill-mixed portland cement, aggregates, coloring agents, and proprietary ingredients.



- J. Acrylic-Based Finish Coatings: Factory-mixed acrylic-emulsion coating systems, formulated with colorfast mineral pigments and fine aggregates; for use over portland cement plaster base coats. Include manufacturer's recommended primers and sealing topcoats for acrylic-based finishes.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Fire-Resistance-Rated Assemblies: Install components according to requirements for design designations from listing organization and publication indicated on Drawings.
- B. Install metal lath and accessories according to ASTM C 1063 and to ML/SFA 920, "Guide Specifications for Metal Lathing and Furring,".
  - 1. Partition Framing and Vertical Furring: Install [flat diamond-mesh] [flat rib] [welded-wire] [woven-wire] lath.
  - 2. Flat-Ceiling and Horizontal Framing: Install [flat diamond-mesh] [flat rib] [welded-wire] [woven-wire] lath.
  - 3. Curved-Ceiling Framing: Install [flat diamond-mesh] [welded-wire] [woven-wire] lath.
  - 4. On Solid Surfaces, Not Otherwise Furred: Install self-furring, [diamond-mesh] [welded-wire] [woven-wire] lath.
  - 5. Install lath-type, external-corner reinforcement at exterior locations.
  - 6. Install cornerbead at interior and exterior locations.
- C. Apply bonding compound on unit masonry and concrete plaster bases.
- D. Proportion, mix, apply, and cure plaster materials and finishes to comply with ASTM C 926. Apply three coats. Apply float, sponge float, light grit sand finish.

END OF SECTION 092400

## SECTION 092900 - GYPSUM BOARD

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- C. STC-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

### PART 2 - PRODUCTS

#### 2.1 PANEL PRODUCTS

- A. Provide in maximum lengths available to minimize end-to-end butt joints.
- B. Interior Gypsum Board: ASTM C 36/C 36M or ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges. Type X where required for fire-resistance-rated assemblies and where indicated.
- C. Exterior Gypsum Soffit Board: ASTM C 931/C 931M or ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges. Type X where required for fire-resistance-rated assemblies and where indicated.
- D. Water-Resistant Gypsum Backing Board: ASTM C 630/C 630M or ASTM C 1396/C 1396M, in thickness indicated. Type X where required for fire-resistance-rated assemblies and where indicated.
- E. Glass-Mat, Water-Resistant Gypsum Backing Board: ASTM C 1178/C 1178M, of thickness indicated. Type X where required for fire-resistance-rated assemblies and where indicated.
  - 1. Product: G-P Gypsum; Dens-Shield Tile Guard.
- F. Cementitious Backer Units: ANSI A118.9.

#### 2.2 ACCESSORIES

- A. Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet. For exterior trim, use accessories formed from hot-dip galvanized-steel sheet, plastic, or rolled zinc.

1. Provide cornerbead at outside corners unless otherwise indicated.
  2. Provide LC-bead (J-bead) at exposed panel edges.
  3. Provide control joints where indicated.
  4. Provide reveals where indicated.
  5. Provide weep screed where indicated.
- B. Aluminum Accessories: Extruded-aluminum accessories indicated with manufacturer's standard corrosion-resistant primer.
- C. Joint-Treatment Materials: ASTM C 475/C 475M.
1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
  2. Joint Compounds: Setting-type taping compound and drying-type, ready-mixed, compounds for topping.
  3. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.
  4. Cementitious Backer Unit Joint-Treatment Materials: Products recommended by cementitious backer unit manufacturer.
- D. Acoustical Sealant for Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant complying with ASTM C 834.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install gypsum board to comply with ASTM C 840.
1. Isolate gypsum board assemblies from abutting structural and masonry work. Provide edge trim and acoustical sealant.
  2. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
  3. Multilayer Fastening Methods: Fasten base layers and face layer separately to supports with screws.
- B. Install cementitious backer units to comply with ANSI A108.11 and ASTM C-1186.
- C. Fire-Resistance-Rated Assemblies: Comply with requirements of listed assemblies.
- D. Finishing Gypsum Board: ASTM C 840.
1. At concealed areas, unless a higher level of finish is required for fire-resistance-rated assemblies, provide Level 1 finish: Embed tape at joints.
  2. At substrates for tile, provide Level 2 finish: Embed tape and apply separate first coat of joint compound to tape, fasteners, and trim flanges.
  3. Unless otherwise indicated, provide Level 4 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges.
  4. Where indicated, provide Level 5 finish: Embed tape and apply separate first, fill, and finish coats of joint compound to tape, fasteners, and trim flanges. Apply skim coat to entire surface.

- E. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.
- F. Cementitious Backer Units: Finish according to manufacturer's written instructions.
- G. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture free of starved spots or other evidence of thin application or of application patterns.

END OF SECTION 092900

## SECTION 093000 - TILING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data for tile and installation materials and Samples for tile.
- B. Floor Tiles: Static coefficient of friction not less than 0.6 for level surfaces and 0.8 for ramps, per ASTM C 1028.

### PART 2 - PRODUCTS

#### 2.1 CERAMIC TILE

- A. Ceramic tile that complies with Standard grade requirements in ANSI A137.1, "Specifications for Ceramic Tile."
- B. Glazed Wall Tile: Cushion-edged, flat tile.
  - 1. [Available ]Products:
  - 2. Module Size: [4-1/4 by 4-1/4 inches (108 by 108 mm)] [6 by 4-1/4 inches (152 by 108 mm)] [6 by 6 inches (152 by 152 mm)].
  - 3. Color: [As selected] <Insert color>.
  - 4. Finish: [Bright, opaque] [Bright, clear] [Mat, opaque] [Semimat, opaque] [Vellum, opaque] [Crystalline] <Insert description> glaze.
  - 5. Tiles mounted, by manufacturer's standard method, into sheets and grouted with silicone rubber grout complying with ANSI A118.6.
- C. Glazed Wall Tile Trim Units: Matching characteristics of adjoining flat tile and coordinated with sizes and coursing of adjoining flat tile where applicable.
  - 1. Base for Thin-Set Mortar Installations: Coved, module size matching wall tile.
  - 2. Wainscot Cap for Thin-Set Mortar Installations: Surface bullnose, module size matching wall tile.
  - 3. External Corners for Portland Cement Mortar Installations: Bullnose shape with radius of at least 3/4 inch (19 mm) unless otherwise indicated.
  - 4. External Corners for Thin-Set Mortar Installations: Surface bullnose.
- D. Accessories for Glazed Wall Tile: Provide vitreous china accessories of type and size indicated, in color and finish to match adjoining wall tile, and intended for installing by same method as adjoining wall tile.

#### 2.2 INSTALLATION MATERIALS

- A. VOC Limit for Adhesives and Fluid-Applied Waterproofing Membranes: 65 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

- B. Waterproofing Membranes for Thin-Set Installations: ANSI A118.10, fabric-reinforced modified bituminous product.
- C. Crack Suppression Membrane: Anti-Fracture Membrane
- D. Setting and Grouting Materials: Comply with material standards in ANSI's "Specifications for the Installation of Ceramic Tile" that apply to materials and methods indicated.
  - 1. Thin-Set Mortar Type: Latex- portland cement.
  - 2. Grout Type: Water-cleanable epoxy] unless otherwise indicated.
  - 3. Grout Color: [As selected].
- E. Sealants: Tile Sealant and Grout Sealant.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Comply with tile installation standards in ANSI's "Specifications for the Installation of Ceramic Tile" that apply to materials and methods indicated.
  - 1. For installations indicated below, follow procedures in ANSI's "Specifications for the Installation of Ceramic Tile" for providing 95 percent mortar coverage.
    - a. Exterior tile floors.
    - b. Tile floors in wet areas.
    - c. Tile swimming pool decks.
    - d. Tile floors in laundries.
    - e. Tile floors composed of tiles 8 by 8 inches (200 by 200 mm) or larger.
    - f. Tile floors composed of rib-backed tiles.
- B. Comply with TCA's "Handbook for Ceramic Tile Installation."
- C. Floor Tile Installation Method(s):
  - 1. Exterior Patios and Walkways Over Concrete: TCA (thin-set mortar on concrete).
  - 2. Over Concrete Subfloors: TCA F115 (thin-set mortar bonded to concrete, with epoxy grout).
  - 3. Over Wood Subfloors: TCA F144 (thin-set mortar bonded to cementitious backer units on wood).
  - 4. Over Waterproof Membranes: TCA (thin-set mortar over waterproof membrane on concrete).
- D. Wall Tile Installation Method(s):
  - 1. Exterior Walls Over Concrete or Masonry: TCA W202 (thin-set mortar on concrete or masonry).
  - 2. Interior Walls Over Concrete and Masonry: TCA W202 (thin-set mortar on concrete or masonry).

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3. Over Gypsum Board: TCA W243 (thin-set mortar on gypsum board) and B413 (bathroom walls: thin-set mortar on water-resistant gypsum board)].
  4. Over Cementitious Backer Units: TCA W244 (thin-set mortar on cementitious backer units), and B412 (bathroom walls: thin-set mortar on cementitious backer units)]
  5. Over Glass-Mat, Water-Resistant Backer Board: TCA W245 with thin-set mortar (thin-set mortar on glass-mat, water-resistant backer board)].
- E. At showers, tubs, and where indicated, provide cementitious backer units and treat joints to comply with ANSI A108.11.
- F. Do not install tile over waterproofing until waterproofing has cured and been tested to determine that it is watertight.
- G. Lay tile in grid pattern, unless otherwise indicated. Align joints where adjoining tiles on floor, base, walls, and trim are the same size.
- H. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.

END OF SECTION 093000

## SECTION 095123 - ACOUSTICAL TILE CEILINGS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and material Samples.
- B. Surface-Burning Characteristics of Panels: ASTM E 1264, Class A materials, tested per ASTM E 84.
- C. Fire-Resistance-Rated Assemblies: Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- D. Seismic Standard: Provide acoustical tile ceilings designed and installed to withstand the effects of earthquake motions according to the following:
  - 1. CISCA's Recommendations for Acoustical Ceilings: Comply with CISCA's "Recommendations for Direct-Hung Acoustical Tile and Lay-in Panel Ceilings - Seismic Zones 0-2."
  - 2. CISCA's Guidelines for Systems Requiring Seismic Restraint: Comply with CISCA's "Guidelines for Seismic Restraint of Direct-Hung Suspended Ceiling Assemblies - Seismic Zones 3 & 4."
  - 3. UBC Standard 25-2, "Metal Suspension Systems for Acoustical Tile and for Lay-in Panel Ceilings."

### PART 2 - PRODUCTS

#### 2.1 ACOUSTICAL TILE

- A. Acoustical Tile: AT-1
  - 1. Match existing Acoustical Tile where repairing or replacing damaged ceiling.
- B. Acoustical Tile: AT-2
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Armstrong World Industries, Inc
    - b. CertainFeed, Inc
    - c. Panel Solutions, Inc
  - 2. Classification: As follows, per ASTM E 1264:
    - a. Type and Form: Type III, mineral base with painted finish; Form 1, nodular.
    - b. Pattern: CE (perforated, small holes and lightly textured)]



- c. Color: White
- d. Light Reflectance (LR) Coefficient: Not less than 0.80
- e. Noise Reduction Coefficient (NRC): Not less than 0.55
- f. Ceiling Attenuation Class (CAC): Not less than 35
- g. Edge Detail: Square, kerfed and rabbeted.
- h. Thickness: [5/8 inch (15 mm).
- i. Modular Size: 24 inches by 48 inches

- C. Acoustical Tile: AT-3
  - 1. Similar to AT-2
  - 2. Non-perforated

## 2.2 SUSPENSION SYSTEM

- A. Ceiling Suspension System: Metal suspension system ; ASTM C 635, intermediate-duty structural classification.
- B. Source Limitations: Obtain from single source from single manufacturer.
- C. Products: 15/16 inch exposed tee system.
- D. Attachment Devices: Size for 5 times the design load indicated in ASTM C 635, Table 1, Direct Hung, unless otherwise indicated. Comply with seismic design requirements.
- E. Wire Hangers, Braces, and Ties: Zinc-coated carbon-steel wire; ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
- F. Seismic Struts: Manufacturer's standard product designed to accommodate seismic forces.
- G. Access: Identify access tile with manufacturer's standard unobtrusive markers for each access unit.
- H. Product and accessories:
  - 1. Wire hangers, braces, and ties.
  - 2. Hanger rods.
  - 3. Angle hangers.
  - 4. Seismic perimeter stabilizer bars, struts, and clips.
  - 5. Hold-down clips.
  - 6. Impact clips.
  - 7. Clean-room gasket system.
  - 8. Wide-Face, Capped, Double-Web Steel: Intermediate duty.
  - 9. Narrow-Face, Capped, Double-Web Steel: Intermediate duty
  - 10. Color: White

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Ceiling Suspension System Installation: Comply with ASTM C 636, 2007 California Building Code section 803.9.1.1, and CISCA's "Ceiling Systems Handbook."
  - 1. Fire-Rated Assembly: Install fire-rated ceiling systems according to tested fire-rated design.
- B. Install acoustical tiles in coordination with suspension system and exposed moldings and trim. Place splines or suspension system flanges into kerfed edges so tile-to-tile joints are closed by double lap of material.
  - 1. Fit adjoining tile to form flush, tight joints. Scribe and cut tile for accurate fit at borders and around penetrations through tile.
- C. Adhesive Installation: Install acoustical tile by bonding to substrate, using amount of adhesive and procedure recommended in writing by tile manufacturer and as follows:
  - 1. Install splines in joints between tiles; maintain bottom surface of tiles in a level plane.
  - 2. Maintain tight butt joints, aligned in both directions and coordinated with ceiling fixtures.
- D. Stapled Installation: Fasten acoustical tile to substrate using a minimum of two staples per tile that are installed in flanges of tile and as follows:
  - 1. Maintain bottom surface of tiles in a level plane; shim tile or correct substrate as required.
  - 2. Maintain tight butt joints, aligned in both directions and coordinated with ceiling fixtures.
- E. Arrange directionally patterned acoustical panels as indicated on Drawings.

END OF SECTION 095123

## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.

### PART 2 - PRODUCTS

#### 2.1 RESILIENT BASE:

- A. Material requirement: Vinyl ASTM F 1861, Type TV (vinyl).
- B. Style: Cove.
- C. Minimal Thickness: 0.125 inch.
- D. Height: as indicated on drawings.
- E. Outside Corners: Job formed or preformed.
- F. Inside Corners: Job formed or preformed
- G. Color and Pattern:

#### 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit products and substrate conditions.
- C. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Prepare concrete substrates according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.

- B. Adhesively install resilient wall base and accessories.
- C. Install wall base in maximum lengths possible. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required.
- D. Install stair-tread-nose filler to nosing substrates that do not conform to tread contours.
- E. Install reducer strips at edges of floor coverings that would otherwise be exposed.

END OF SECTION 096513

## SECTION 096516 - RESILIENT SHEET FLOORING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Fire-Test Response: Resilient flooring has critical radiant flux classification of [Class I, not less than 0.45 W/sq. cm] [Class II or Class I, not less than 0.22 W/sq. cm] per ASTM E 648.
- C. Extra Materials: Deliver to Owner at least 5 percent, in roll form and in full roll width, for each type and color of resilient sheet flooring installed.

### PART 2 - PRODUCTS

#### 2.1 SHEET VINYL FLOOR COVERING

- A. Refer to Finish Schedule for flooring type and color.
- B. Unbacked Sheet Vinyl Floor Covering: ASTM F 1913, 0.080 inch (2.0 mm) thick.
- C. Sheet Vinyl Floor Covering With Backing: ASTM F 1303, [Type I, minimum binder content of 90 percent] [Type II, minimum binder content of 34 percent], Grade 1.
  - 1. Overall Thickness: <Insert thickness.>
  - 2. Interlayer Material: [Foamed plastic] [None].
  - 3. Backing Class: [Class A (fibrous)] [Class B (nonfoamed plastic)] [Class C (foamed plastic)].
- D. Wearing Surface: [Smooth] [Embossed] [Smooth with embedded abrasives] [Embossed with embedded abrasives].
- E. Sheet Width: As standard with manufacturer
- F. Seaming Method: Standard (butted).

#### 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement- or blended hydraulic cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit sheet vinyl floor covering and substrate conditions indicated.

- C. Heat-Welding Bead: Solid-strand product of floor covering manufacturer.
  - 1. Color: Match floor covering.
- D. Integral-Flash-Cove-Base Accessories: 1-inch- (25.4-mm-) radius cove strip and square metal, vinyl, or rubber cap, both provided or approved by floor covering manufacturer.
  - 1. Provide metal inside and outside corners and end stops provided or approved by floor covering manufacturer.
- E. Metal Edge Strips: Extruded aluminum in maximum available lengths to minimize joints.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Prepare concrete substrates according to ASTM F 710. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- B. Unroll sheet floor coverings and allow them to stabilize before cutting and fitting.
- C. Maintain uniformity of resilient sheet flooring direction, and match edges for color shading at seams.
- D. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches (152 mm) away from parallel joints in substrates.
- E. Integral Flash Cove Base: Cove floor coverings up vertical surfaces per drawings. Support on cove strip and butt against cap strip.
  - 1. Install metal corners and end stops.

END OF SECTION 096516

## SECTION 096816 - CARPET

### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and Samples.
- B. Extra Materials: Deliver to Owner full-width carpet equal to 5 percent of each type and color carpet installed, packaged with protective covering for storage.

### 1.2 WARRANTY

- A. Carpet: 3 years.

### 1.3 MATERIALS

- A. Carpet and Carpet Cushion:
  - 1. Refer to Finish Schedule for carpet types and locations.

### 1.4 EXAMINATION

- A. Examine subfloors and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting performance of carpet. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Verify that subfloors and conditions are satisfactory for carpet installation and comply with requirements specified in this Section and those of the Carpet manufacturer.

### 1.5 PREPARATION

- A. General: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet installation.
- B. Level subfloor within ¼ inch to 10 feet, non-cumulative, in all directions. Sand or grind protrusions, bumps, and ridges. Patch and repair cracks and rough areas. Fill depressions.
  - 1. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by the Carpet manufacturer.
- C. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.
- D. Broom or vacuum clean subfloors to be covered with carpet. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.

- E. Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by the Carpet manufacturer.

#### 1.6 INSTALLATION

- A. Installation Types: Per manufacturer.
- B. Comply with CRI 104.
- C. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.
- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

#### 1.7 CLEANING

- A. Perform the following operations immediately after completing installation:
  - 1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
  - 2. Remove protruding yarns from carpet surface.
  - 3. Vacuum carpet using commercial machine with face-beater element.

#### 1.8 PROTECTION

- A. General: Comply with CRI 104, Section 15: "Protection of Indoor Installation".
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer that ensure carpet is without damage or deterioration at the time of Substantial Completion.

**END OF SECTION 09680**



## SECTION 099100 - PAINTING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Summary: Paint exposed surfaces, new and existing, where indicated on the drawings.
  - 1. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.
  - 2. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- B. Submittals: Product Data and samples of each color specified.
- C. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- D. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.
- E. Extra Materials: Deliver to Owner 1 gal. (3.8 L) of each color and type of finish coat paint used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Benjamin Moore & Co. (Benjamin Moore).
  - 2. Kelly-Moore Paint Co. (Kelly-Moore).
  - 3. Sherwin-Williams Co. (Sherwin-Williams).

#### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide materials that are compatible with one another and with substrates.

1. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Source Limitations: Obtain from single source from single manufacturer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

#### 3.2 PREPARATION

- A. Remove hardware, lighting fixtures, and similar items that are not to be painted. Mask items that cannot be removed. Reinstall items in each area after painting is complete.
- B. Clean and prepare surfaces in an area before beginning painting in that area. Schedule painting so cleaning operations will not damage newly painted surfaces.

#### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  1. Use brushes only for exterior painting and where the use of other applicators is not practical.
  2. Use rollers for finish coat on interior walls and ceilings.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
  1. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply stains and transparent finishes to produce surface films without color irregularity, cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other imperfections. Use multiple coats to produce a smooth surface film of even luster.

#### 3.3 CLEANING AND PROTECTING

1. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
2. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

3. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.

### 3.4 EXTERIOR PAINT APPLICATION SCHEDULE

- A. Refer to Finish Schedule for Paint types and drawings for locations:
- B. Concrete:
  1. Latex: Two coats over alkali-resistant primer: MPI EXT 3.1K.
- C. Clay Masonry:
  1. Latex: Three coats: MPI EXT 4.1A.
- D. Concrete Masonry Units:
  1. Latex: Two coats over alkali-resistant primer: MPI EXT 4.2L.
- E. Steel:
  1. Quick-Dry Enamel: Two coats over rust-inhibitive primer: MPI EXT 5.1A.
- F. Galvanized Metal:
  1. Latex: Two coats over waterborne galvanized-metal primer: MPI EXT 5.3H.
- G. Aluminum:
  1. Latex: Two coats] over quick-drying primer for aluminum: MPI EXT 5.4H.
- H. Dressed Lumber: Including architectural woodwork and doors.
  1. Latex: Two coats over primer: MPI EXT 6.3L.
  2. Semitransparent Stain: Two coats: MPI EXT 6.3D.
- I. Wood Panel Products: Including plywood siding, fascias, soffits.
  1. Latex: Two coats over primer: MPI EXT 6.4K.
  2. ] [Two coats] over [(water-based)] [(solvent-based)] bonding primer: MPI EXT 6.8B.
- J. Stucco:
  1. Latex: Three] coats: MPI EXT 9.1A.
- K. Exterior Gypsum Soffit Board:
  1. Latex: Three coats: MPI EXT 9.2A.

### 3.5 INTERIOR PAINT APPLICATION SCHEDULE

- A. Refer to Finish Schedule for Paint types and drawings for locations:
- B. Concrete:
  - 1. Latex: Two coats over primer/sealer: MPI INT 3.1A.
- C. Concrete Masonry Units:
  - 1. Latex: Two coats over latex block filler: MPI INT 4.2A.
- D. Steel:
  - 1. Quick-Dry Enamel: Two coats over quick-drying alkyd metal primer: MPI INT 5.1A.
- E. Galvanized Metal:
  - 1. Latex: Two coats over waterborne galvanized-metal primer: MPI INT 5.3J.
- F. Aluminum:
  - 1. Latex: Two coats over quick-drying primer for aluminum: MPI INT 5.4H.
- G. Dressed Lumber: Including architectural woodwork and doors.
  - 1. Latex: Two coats over primer: MPI INT 6.3T.
  - 2. Polyurethane: Three coats over stain: MPI INT 6.3E.
- H. Wood Panel-Products:
  - 1. Polyurethane: Three coats over stain: MPI INT 6.4E.
- I. Gypsum Board:
  - 1. Latex: Two coats over primer/sealer: MPI INT 9.2A.
- J. Plaster:
  - 1. Latex: Two coats over primer/sealer: MPI INT 9.2A.
- K. Spray-Textured Ceilings:
  - 1. Flat Latex: One coat over primer/sealer: MPI INT 9.1A

END OF SECTION 099100

## SECTION 099300 - STAINING AND TRANSPARENT FINISHING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Summary: Stain exposed surfaces, new and existing, where indicated on the drawings.
  - 1. Do not paint prefinished items, items with an integral finish, operating parts, and labels unless otherwise indicated.
- B. Submittals: Product Data and Sample.
- C. MPI Standards:
  - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- D. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.
- E. Extra Materials: Deliver to Owner 1 gal. (3.8 L) of each color and type of finish coat stain used on Project, in containers, properly labeled and sealed.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. Cabot Incorporated, Samuel.
  - 3. Dunn-Edwards Corporation.
  - 4. Kelly-Moore Paints.
  - 5. Sherwin-Williams Company (The)

#### 2.2 STAIN MATERIALS, GENERAL

- A. Material Compatibility: Provide materials that are compatible with one another and with substrates.
  - 1. For each coat in a stain system, provide products recommended in writing by manufacturers of topcoat for use in stain system and on substrate indicated.

- B. Source Limitations: Obtain from single source from single manufacturer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

#### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be finished. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and finishing.
  - 1. After completing finishing operations, reinstall items that were removed; use workers skilled in the trades involved. Remove surface-applied protection if any.
- C. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Remove surface dirt, oil, or grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
  - 2. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.
  - 3. Countersink steel nails, if used, and fill with putty tinted to final color to eliminate rust leach stains.
- D. Apply wood filler paste to open-grain woods, as defined in "MPI Architectural Painting Specification Manual," to produce smooth, glasslike finish.

#### 3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for finish and substrate indicated.
  - 2. Finish surfaces behind movable equipment and furniture same as similar exposed surfaces.
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

### 3.4 FIELD QUALITY CONTROL

- A. Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when finishes are being applied:
  - 1. Owner may direct Contractor to stop applying finishes if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying materials from Project site, pay for testing, and refinish surfaces finished with rejected materials. Contractor will be required to remove rejected materials from previously finished surfaces if, on refinishing with complying materials, the two finishes are incompatible.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing finish application, clean spattered surfaces. Remove spattered materials by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

### 3.6 INTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Refer to Finish Schedule for Stain types and drawings for locations:
- B. Finish Carpentry Substrates:
  - 1. Alkyd Varnish Over Stain and Sealer System: MPI INT 6.3D.
    - a. Stain Coat: Interior wood stain (semitransparent).
    - b. Seal Coat: [Alkyd sanding sealer] [Shellac].
    - c. [Two Finish Coats] [One Finish Coat]: Interior varnish [(semigloss)] [(gloss)].
  - 2. Alkyd Varnish Over Sealer System: MPI INT 6.3J.
    - a. Seal Coat: [Alkyd sanding sealer] [Shellac].
    - b. [Two Finish Coats] [One Finish Coat]: Interior varnish [(semigloss)] [(gloss)].
  - 3. Polyurethane Varnish Over Stain System: MPI INT 6.3E.
    - a. Stain Coat: Interior wood stain (semitransparent).

- b. [Three] [Two] Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].
4. Polyurethane Varnish System: MPI INT 6.3K.
  - a. One Factory-Applied Finish Coat: Matching field-applied finish coats.
  - b. Two Field-Applied Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].
5. Moisture-Cured Clear Polyurethane Over Stain System: MPI INT 6.3Y.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. [Three] [Two] Finish Coats: Moisture-cured clear polyurethane [(flat)] [(gloss)].
6. Moisture-Cured Clear Polyurethane System: MPI INT 6.3X.
  - a. [Three] [Two] Finish Coats: Moisture-cured clear polyurethane [(flat)] [(gloss)].
7. Clear, Two-Component Polyurethane System: MPI INT 6.3Z.
  - a. [Three] [Two] Finish Coats: Two-component aliphatic polyurethane (clear).
8. Waterborne Clear Acrylic Over Stain System: MPI INT 6.3W.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. [Three] [Two] Finish Coats: Waterborne clear acrylic [(satin)] [(semigloss)] [(gloss)].
9. Waterborne Clear Acrylic System: MPI INT 6.3Q.
  - a. Three Finish Coats: Waterborne clear acrylic [(satin)] [(semigloss)] [(gloss)].
10. Lacquer Over Stain and Sealer System: MPI INT 6.3F.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. Seal Coat: Lacquer sanding sealer.
  - c. [Two Finish Coats] [One Finish Coat]: Lacquer (clear [flat] [satin] [gloss]).
11. Lacquer Over Sealer System: MPI INT 6.3H.
  - a. Seal Coat: Lacquer sanding sealer.
  - b. [Two Finish Coats] [One Finish Coat]: Lacquer (clear [flat] [satin] [gloss]).
12. Semitransparent Stain System: MPI INT 6.3C.
  - a. Two Stain Coats: Exterior semitransparent stain (solvent based).
13. Danish Oil System: MPI INT 6.3M.
  - a. Two Finish Coats: Danish oil.



C. Exposed Wood Panel-Product Substrates:

1. Alkyd Varnish Over Sealer and Stain System: MPI INT 6.4D.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. Seal Coat: [Alkyd sanding sealer] [Shellac].
  - c. [Two Finish Coats] [One Finish Coat]: Interior varnish [(flat)] [(semigloss)] [(gloss)].
2. Alkyd Varnish Over Sealer System: MPI INT 6.4G.
  - a. Seal Coat: [Alkyd sanding sealer] [Shellac].
  - b. [Two Finish Coats] [One Finish Coat]: Interior varnish [(flat)] [(semigloss)] [(gloss)].
3. Polyurethane Varnish Over Stain System: MPI INT 6.4E.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. [Three] [Two] Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].
4. Polyurethane Varnish System: MPI INT 6.4.J.
  - a. One Factory-Applied Finish Coat: Matching field-applied finish coats.
  - b. Two Field-Applied Finish Coats: Interior, oil-modified, clear urethane [(satin)] [(gloss)].
5. Moisture-Cured Clear Polyurethane Over Stain System: MPI INT 6.4V.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. [Three] [Two] Finish Coats: Moisture-cured clear polyurethane [(flat)] [(gloss)].
6. Waterborne Clear Acrylic Over Stain System: MPI INT 6.4U.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. [Three] [Two] Finish Coats: Waterborne clear acrylic [(satin)] [(semigloss)] [(gloss)].
7. Lacquer Over Stain and Sealer System: MPI INT 6.4F.
  - a. Stain Coat: Interior wood stain (semitransparent).
  - b. Seal Coat: Lacquer sanding sealer.
  - c. [Two Finish Coats] [One Finish Coat]: Lacquer (clear [flat] [satin] [gloss]).
8. Lacquer Over Sealer System: MPI INT 6.4Y.
  - a. Seal Coat: Lacquer sanding sealer.
  - b. [Three] [Two] Finish Coats: Lacquer (clear [flat] [satin] [gloss]).
9. Semitransparent Stain System: MPI INT 6.4C.

- a. Two Stain Coats: Exterior semitransparent stain (solvent based).
10. Danish Oil System: MPI INT 6.4K.
- a. Two Finish Coats: Danish oil.

END OF SECTION 099300

## SECTION 101400 - SIGNAGE

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and Samples.
- B. Regulatory Requirements: Comply with applicable provisions in 2007 California Building Code, the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines, and ICC/ANSI A117.1.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher, with not less than the strength and durability of 5005-H15.
- B. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher, with not less than the strength and durability properties of 6063-T5.
- C. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).
- D. Plastic Laminate: High-pressure laminate engraving stock with face and core in contrasting colors.
- E. Applied Vinyl: Die-cut characters from vinyl film of nominal thickness of 3 mils (0.076 mm) with pressure-sensitive adhesive backing, suitable for exterior applications.

#### 2.2 SIGNS

- A. Dimensional Characters: Characters per Drawings.
  - 1. Finish and Color: As indicated
  - 2. Illuminated Characters: Manufacturer's standard LED lighting including transformers, insulators, and other components.
- B. Interior Panel Signs: Matte-finished opaque acrylic with adhesively applied vinyl film copy with square-cut edges and rounded corners.

1. Finishes and Colors: As indicated.
  2. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch (0.8 mm) above surface with contrasting colors.
  3. Provide signs for rooms mounted on the room door or wall beside the room door per drawings.
- C. Exterior Framed Panel Signs: Extruded-aluminum frames with translucent acrylic panels and matte-finished opaque acrylic characters chemically welded to faces of panels.
1. Finishes and Colors: As indicated.
  2. Illuminated Signs: Manufacturer's standard LED lighting including transformers, insulators, and other components.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Locate signs where indicated or directed by Architect. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
- B. Wall-Mounted Signs:
1. Two-Face Tape: Mount signs to smooth, nonporous surfaces, other than vinyl.
  2. Hook-and-Loop Tapes: Mount signs to smooth, nonporous surfaces.
  3. Magnetic Tape: Mount signs to smooth, nonporous surfaces.
  4. Silicone-Adhesive Mounting: Attach signs to irregular, porous, or vinyl-covered surfaces.
  5. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes.
- C. Dimensional Characters: Mount characters per Drawings.

END OF SECTION 101400

## SECTION 102113 - TOILET COMPARTMENTS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, Shop Drawings, and Samples.

### PART 2 - PRODUCTS

#### 2.1 TOILET COMPARTMENTS AND SCREENS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. Accurate Partitions Corp.
  - 2. American Sanitary Partitions Corp.
  - 3. Bradley Corp.
  - 4. Global Partitions, Inc

#### 2.2 MATERIALS

- A. Panel, Pilaster, and Door Material:
  - 1. Plastic Laminate: NEMA LD 3, Grade HGS.
  - 2. Color: [As selected] <Insert color(s)>.
- B. Core Material for Plastic Laminate: ANSI A208.1, Grade M-2 particleboard, in thicknesses required to provide nominal thicknesses of 1 inch (25 mm) minimum for doors, panels, and screens and 1-1/4 inches (32 mm) minimum for pilasters.
- C. Pilaster Shoes and Sleeves (Caps): Stainless steel or solid plastic, polymer resin, not less than 3 inches (75 mm) high.
- D. Brackets: Stirrup.
  - 1. Material: Stainless steel.

#### 2.3 FABRICATION

- A. Toilet Compartments: Floor anchored
- B. Urinal Screens: Wall hung.
- C. Internally reinforced panels for hardware, accessories, and grab bars.

- D. Doors: Unless otherwise indicated, 24-inch- (610-mm-) wide in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide out-swinging doors with a minimum 32-inch- (813-mm-) wide clear opening for compartments indicated to be accessible to people with disabilities.
- E. Door Hardware: Stainless steel. Provide units that comply with accessibility requirements of authorities having jurisdiction at compartments indicated to be accessible to people with disabilities.
  - 1. Hinges: Self-closing type, adjustable to hold door open at any angle up to 90 degrees.
  - 2. Latches and Keepers: Surface-mounted unit designed for emergency access and with combination rubber-faced door strike and keeper.
  - 3. Coat Hook: Combination hook and rubber-tipped bumper, sized to prevent door from hitting compartment-mounted accessories.
  - 4. Door Bumper: Rubber-tipped bumpers at out-swinging doors or entrance screen doors.
  - 5. Door Pull: Provide at out-swinging doors. Provide units on both sides of doors at compartments indicated to be accessible to people with disabilities.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install units rigid, straight, level, and plumb, with not more than 1/2 inch (13 mm) between pilasters and panels and not more than 1 inch (25 mm) between panels and walls. Provide brackets, pilaster shoes, bracing, and other components required for a complete installation. Use theft-resistant exposed fasteners finished to match hardware. Use sleeve nuts for through-bolt applications.
  - 1. Stirrup Brackets: Align brackets at pilasters with brackets at walls. Locate wall brackets so holes for wall anchors occur in masonry or tile joints.
  - 2. Set hinges on in-swinging doors to hold open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors and swing doors in entrance screens to return to fully closed position.

END OF SECTION 102113

## SECTION 102800 - TOILET, BATH, AND LAUNDRY ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.
- B. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick. Tempered Glass: ASTM C 1048, Kind FT (fully tempered).
- C. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.
- D. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

#### 2.2 TOILET AND BATH ACCESSORIES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
  - 1. American Specialties, Inc
  - 2. Bobrick Washroom Accessories, Inc
  - 3. Bradley, Inc
  - 4. Georgia-Pacific Inc.
- B. Paper Towel Dispenser:
  - 1. Mounting: Recessed.
  - 2. Minimum Capacity: 600 C-fold or 800 multifold towels.
  - 3. Material: Stainless steel, No. 4 finish (satin).
  - 4. Lockset: Tumbler type.
  - 5. Refill Indicators: Pierced slots at sides or front.
- C. Toilet Tissue Dispenser :
  - 1. Type: Roll-in-reserve dispenser with hinged front secured with tumbler lockset.
  - 2. Mounting: Surface mounted with concealed anchorage.
  - 3. Material: Stainless steel.

4. Operation: Noncontrol delivery with standard spindle..
5. Capacity: Designed for 4-1/2- or 5-inch- (114- or 127-mm-) diameter-core tissue rolls.

D. Waste Receptacle :

1. Type: Open top, recessed.
2. Capacity:
3. Material and Finish: Stainless steel, No. 4 finish (satin).
4. Liner: Reusable vinyl liner.

E. Liquid-Soap Dispenser:

1. Mounting: Surface.
2. Capacity:
3. Materials: Stainless steel, No. 4 finish (satin).
4. Stainless-Steel Soap Valve: Designed for dispensing soap in liquid form.
5. Lockset: Tumbler type.
6. Refill Indicator: Window type.

F. Grab Bar:

1. Material: Stainless steel, 0.050 inch (1.3 mm) thick.
2. Mounting: Concealed.
3. Gripping Surfaces: Slip-resistant texture.
4. Outside Diameter: 1-1/2 inches (38 mm) for heavy-duty applications.

G. Sanitary Napkin Disposal Unit:

1. Mounting: Surface.
2. Material: Stainless steel, No. 4 finish (satin).
3. Door or Cover: Self-closing.
4. Receptacle: Removable.

H. Seat-Cover Dispenser:

1. Mounting: Surface.
2. Capacity:
3. Material: Stainless steel, No. 4 finish (satin).
4. Lockset: Tumbler type.

I. Mirror Unit:

1. Frame: Stainless-steel channel.

J. Warm-Air Dryer:

1. Type: Touch-button activated.
2. Mounting: Surface.
3. Material: Stainless steel, No. 4 finish (satin).

K. Underlavatory Guard:



1. Description: Insulating pipe coverings for supply and drain piping assemblies, which prevent direct contact with and burns from piping, and allow service access without removing coverings.
2. Material and Finish: Antimicrobial, molded plastic, white.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
  1. Install grab bars to withstand a downward load of at least 250 lbf (1112 N), when tested according to method in ASTM F 446.
- B. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 102800

## SECTION 104413 - FIRE EXTINGUISHER CABINETS

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data.
- B. Fire-Rated, Fire-Protection Cabinets: Listed and labeled to comply with requirements in ASTM E 814 for fire-resistance rating of walls where they are installed.

### PART 2 - PRODUCTS

#### 2.1 FIRE-PROTECTION CABINETS

- A. Fire-Protection Cabinets: Enameled-steel, semi-recessed cabinets for fire extinguisher.
  - 1. Fire-Resistance Rating: required rating for cabinets installed in fire-rated walls.
  - 2. Trim Style: Flat trim.
  - 3. Unit dimensions: Provide units sized per required extinguisher type and size.
  - 4. Door and Trim Material: Enameled steel.
  - 5. Door Glazing: Tempered float glass.
  - 6. Door Style: Fully glazed with frame.
  - 7. Accessories: Mounting brackets and Identification lettering.
- B. Provide required Fire Extinguishers type and size, in cabinets.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install cabinets at 54 inches (1372 mm) above finished floor to top of cabinet or at height acceptable to authorities having jurisdiction.
- B. Fire-Rated Hose or Valve Cabinets: Seal through penetrations with firestopping sealant.
- C. Identification: Apply decals at locations indicated.

END OF SECTION 104413

## SECTION 142400 - HYDRAULIC ELEVATORS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes: Hydraulic passenger elevators as shown and specified. Elevator work includes:
1. Standard pre-engineered hydraulic passenger elevators.
  2. Elevator car enclosures, hoistway entrances and signal equipment.
  3. Jack(s).
  4. Operation and control systems.
  5. Accessibility provisions for physically disabled persons.
  6. Equipment, machines, controls, systems and devices as required for safely operating the specified elevators at their rated speed and capacity.
  7. Materials and accessories as required to complete the elevator installation.
- B. Related Sections:
1. Division 3 Concrete: Installing inserts, sleeves and anchors in concrete.
  2. Division 5 Metals:
    - a. Providing hoist beams, pit ladders, steel framing, auxiliary support steel and divider beams for supporting guide-rail brackets.
    - b. Providing steel angle sill supports and grouting hoistway entrance sills and frames.
  3. Division 9 Finishes: Providing elevator car finish flooring and field painting unfinished and shop primed ferrous materials.
  4. Division 22 Plumbing:
    - a. Sump pit and oil interceptor.
  5. Division 23: Heating, Ventilation and Air Conditioning
    - a. Heating and ventilating hoistways and machine rooms.
  6. Division 16 Sections:
    - a. Providing electrical service to elevators, including fused disconnect switches.
    - b. Emergency power supply, transfer switch and auxiliary contacts.
    - c. Heat and smoke sensing devices.
    - d. Convenience outlets and illumination in machine room, hoistway and pit.
- C. Work Not Included: General contractor shall provide the following in accordance with the requirements of the Model Building Code and ANSI A17.1 Code. For specific rules, refer to ANSI A17.1, Section 300 for hydraulic elevators. State or local requirements must be used if more stringent.
1. Elevator hoist beam to be provided at top of elevator shaft. Beam must be able to accommodate proper loads and clearances for elevator installation and operation.
  2. Supply in ample time for installation by other trades, inserts, anchors, bearing plates, brackets, supports and bracing including all setting templates and diagrams for placement.
  3. Hatch walls require a minimum two hours of fire rating. Hoistway should be clear and plumb with variations not to exceed 1/2" at any point.
  4. Elevator hoistways shall have barricades, as required.

5. Install bevel guards at 75° on all recesses, projections or setbacks over 2" (4" for A17.1 2000 areas) except for loading or unloading.
6. Provide rail bracket supports at pit, each floor and roof. For guide rail bracket supports, provide divider beams between hoistway at each floor and roof.
7. Pit floor shall be level and free of debris. Reinforce dry pit to sustain normal vertical forces from rails and buffers.
8. Where pit access is by means of the lowest hoistway entrance, a vertical ladder of non-combustible material extending 42" minimum, (48" minimum for A17.1-2000 areas) shall be provided at the same height, above sill of access door or handgrips.
9. Machine room to be enclosed and protected.
10. Machine Room temperature must be maintained between 55° and 90° F.
11. If machine room is remote from the elevator hoistway, clear access must be available above the ceiling or metal/concrete raceways in floor for oil line and wiring duct from machine room.
12. Access to the machinery space and machine room must be in accordance with the governing authority or code.
13. Provide an 8" x 16" cutout through machine room wall, for oil line and wiring duct, coordinated with elevator contractor at the building site.
14. All wire and conduit should run remote from either the hoistways or the machine room.
15. When heat, smoke or combustion sensing devices are required, connect to elevator machine room terminals. Contacts on the sensors should be sided for 120 volt D.C.
16. Install and furnish finished flooring in elevator cab.
17. Finished floors and entrance walls are not to be constructed until after sills and door frames are in place. Consult elevator contractor for rough opening size. The general contractor shall supply the drywall framing so that the wall fire resistance rating is maintained, when drywall construction is used.
18. Where sheet rock or drywall construction is used for front walls, it shall be of sufficient strength to maintain the doors in true lateral alignment. Drywall contractor to coordinate with elevator contractor.
19. Before erection of rough walls and doors; erect hoistway sills, headers, and frames. After rough walls are finished; erect fascias and toe guards. Set sill level and slightly above finished floor at landings.
20. To maintain legal fire rating, door frames are to be anchored to walls and properly grouted in place.
21. The elevator wall shall interface with the hoistway entrance assembly and be in strict compliance with the elevator contractor's requirements.
22. General Contractor shall fill and grout around entrances, as required.
23. Elevator sill supports shall be provided at each opening.
24. All walls and sill supports must be plumb where openings occur.
25. For applications with jack hole, free and clear access to the elevator pit area for the jack hole-drilling rig is required.
26. Where jack hole is required, remove all spoils from jack hole drilling.
27. When not provided by Elevator Contractor, jack hole shall accommodate the jack unit. If required the jack hole is to be provided in strict accordance with the elevator contractor's shop drawings.
28. Locate a light fixture and convenience outlet in pit with switch located adjacent to the access door.
29. A light switch and fused disconnect switch for each elevator should be located inside the machine room adjacent to the door, where practical, per the National Electrical Code (NFPA No. 70).

30. As indicated by elevator contractor, provide a light outlet for each elevator, in center of hoistway (or in the machine room).
31. For signal systems and power operated door: provide ground and branch wiring circuits, including main line switch. For car light and fan: provide a feeder and branch wiring circuits, including main line switch.
32. Wall thickness may increase when fixtures are mounted in drywall. These requirements must be coordinated between the general contractor and the elevator contractor.
33. Provide supports, patching and recesses to accommodate hall button boxes, signal fixtures, etc..
34. Locate telephone and convenience outlet on control panel.

## 1.02 SUBMITTALS

- A. Product data: for standard cab, entrance and signal fixture data to describe product for approval.
- B. Shop drawings:
  1. Show equipment arrangement in the machine room/control space, pit and hoistway. Provide plans, elevations, sections and details of assembly, erection, anchorage, and equipment location.
  2. Indicate elevator system capacities, sizes, performances, safety features, finishes and other pertinent information.
  3. Show floors served, travel distances, maximum loads imposed on the building structure at points of support and all similar considerations of the elevator work.
  4. Indicate electrical power requirements and branch circuit protection device recommendations.
- C. Baked enamel selection: Submit manufacturer's standard selection charts for exposed finishes and materials.
- D. Plastic laminate selection: Submit manufacturer's standard selection charts for exposed finishes and materials.
- E. Metal Finishes: standard metal samples provided.
- F. Operation and maintenance data. Include the following:
  1. Owners Manual and Wiring Diagrams.
  2. Parts list, with recommended parts inventory.

## 1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: An approved manufacturer with minimum fifteen years experience in manufacturing, installing, and servicing elevators of the type required for the project.
  1. Must be the manufacturer of the power unit, controller, signal fixtures, door operators cab, entrances, and all other major parts of the elevator operating equipment.
    - a. The major parts of the elevator equipment shall be manufactured in the United States, and not be an assembled system.
  2. The manufacturer shall have a documented, on-going quality assurance program.
  3. ISO-9001:2000 Manufacturer Certified

- B. Installer Qualifications: The manufacturer or an authorized agent of the manufacturer with not less than fifteen years of satisfactory experience installing elevators equal in character and performance to the project elevators.
- C. Regulatory Requirements:
  - 1. ASME/ANSI A17.1 Safety Code for Elevators and Escalators, latest edition or as required by the local building code.
  - 2. Building Code: 2007 California Building Code
  - 3. 2007 CEC Electrical Code.
  - 4. 2007 CBC Fire Doors and Windows.
  - 5. Accessibility Requirements: Comply with 2007 California Building Code, Section 4.10 in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG).", 407 in ICC A117.1.
  - 6. Seismic requirements: 2007 California Building Code
- D. Fire-rated Entrance Assemblies: Opening protective assemblies including frames, hardware, and operation shall comply with ASTM E2074, 2007 CBC, UL10(B), and NFPA 80. Provide entrance assembly units bearing Class B or 1 1/2 hour label by a Nationally Recognized Testing Laboratory.
- E. Inspection and testing: Elevator Installer shall obtain and pay for all required inspections, tests, permits and fees for elevator installation.
  - 1. Arrange for inspections and make required tests.
  - 2. Deliver to the Owner upon completion and acceptance of elevator work.

#### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Manufacturing will deliver elevator materials, components and equipment and the contractor is responsible to provide secure and safe storage on job site.

#### 1.05 PROJECT CONDITIONS

- A. Prohibited Use: Elevators shall not be used for temporary service or for any other purpose during the construction period before Substantial Completion and acceptance by the purchaser unless agreed upon by Elevator Contractor and General Contractor with signed temporary agreement.
- B. Provide the hole for the jack unit (if required by the type of jack provided), based on excavation through normal soil or clay which can be removed by manual digging or by standard truck-mounted regular drilling unit. Provide a casing if required to retain the walls of the hole. General contractor shall remove excavation spoils deposited in the elevator pit.

1.06 WARRANTY

- A. Warranty: Submit elevator manufacturer's standard written warranty agreeing to repair, restore or replace defects in elevator work materials and workmanship not due to ordinary wear and tear or improper use or care for 12 months from date of Substantial Completion.

1.07 MAINTENANCE

- A. Maintenance: Beginning at Substantial Completion, provide one year's full maintenance service. Include monthly preventive maintenance, repair, or replacement of worn or defective components, lubrication, cleaning, and adjusting, to keep the elevators in proper operation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Otis Elevator
  2. Kone, Inc
  3. ThyssenKrupp Elevator

2.02 MATERIALS, GENERAL

- A. Colors, patterns, and finishes: As selected by the Architect from manufacturer's standard colors, patterns, and finish charts.
- B. Steel:
1. Shapes and bars: Carbon.
  2. Sheet: Cold-rolled steel sheet, commercial quality, Class 1, matte finish.
  3. Finish: Factory-applied baked enamel.
- C. Plastic laminate: Decorative high-pressure type, complying with NEMA LD3, Type GP-50 General Purpose Grade, nominal 0.050" thickness.
- D. Carpet: See Drawings.

2.03 HOISTWAY EQUIPMENT

- A. Platform: Fabricated frame of formed or structural steel shapes, gusseted and rigidly welded with a wood subfloor. Underside of the platform shall be fireproofed.
- B. Sling: Steel stiles affixed to a steel crosshead and bolstered with bracing members to remove strain from the car enclosure.
- C. Guide Rails: Steel, omega shaped, fastened to the building structure with steel brackets.
- D. Guide Shoes: Slide guides shall be mounted on top and bottom of the car.

- E. Buffers: Provide substantial buffers in the elevator pit. Mount buffers on a steel template that is fastened to the pit floor or continuous channels fastened to the elevator guide rail or securely anchored to the pit floor. Provide extensions if required by project conditions.
- F. Jack: Jack unit shall be of sufficient size to lift the gross load the height specified. Factory test jack to insure adequate strength and freedom from leakage. Brittle material, such as gray cast iron, is prohibited in the jack construction. Provide the following jack type: Twin post holeless telescopic 2-stage. Two jacks piped together, mounted one on each side of the car with each having two telescopic sections designed to extend in a synchronized manner when oil is pumped into the Assembly. Each jack section will be guided from within the casing or the plunger assembly used to house the section. Each plunger shall have a high pressure sealing system which will not allow for seal movement or displacement during the course of operation. Each Jack Assembly shall have a check valve built into the assembly to allow for automatically re-syncing the two plunger sections by moving the jack to its fully contracted position. The jack shall be designed to be mounted on the pit floor or in a recess in the pit floor. Each jack section shall have a bleeder valve to discharge any air trapped in the section.
- G. Automatic Self-Leveling: Provide each elevator car with a self-leveling feature to automatically bring the car to the landings and correct for overtravel or undertravel. Self-leveling shall, within its zone, be automatic and independent of the operating device. The car shall be maintained approximately level with the landing irrespective of its load.
- H. Wiring, Piping, and Oil: Provide all necessary hoistway wiring in accordance with the National Electrical Code. All necessary code compliant pipe and fittings shall be provided to connect the power unit to the jack unit. Provide proper grade oil as specified by the manufacturer of the power unit.

#### 2.04 POWER UNIT

- A. Power Unit (Oil Pumping and Control Mechanism): A self-contained unit consisting of the following items:
  - 1. Oil reservoir with tank cover.
  - 2. An oil hydraulic pump.
  - 3. An electric motor.
  - 4. Oil control valve with the following components built into single housing; high pressure relief valve, check valve, automatic unloading up start valve, lowering and leveling valve, and electro-magnetic controlling solenoids.
- B. Pump: Positive displacement type pump specifically manufactured for oil-hydraulic elevator service. Pump shall be designed for steady discharge with minimum pulsation to give smooth and quiet operation. Output of pump shall not vary more than 10 percent between no load and full load on the elevator car.
- C. Motor: Standard manufacture motor specifically designed for oil-hydraulic elevator service. Duty rating shall be selected for specified speed and load.
- D. Control System: Shall be microprocessor based and protected from environmental extremes and excessive vibrations in a NEMA 1 enclosure.



- E. Oil Control Unit: The following components shall be built into a single housing. Welded manifolds with separate valves to accomplish each function are not acceptable. Adjustments shall be accessible and be made without removing the assembly from the oil line.
1. Relief valve shall be externally adjustable and be capable of bypassing the total oil flow without increasing back pressure more than 10 percent above that required to barely open the valve.
  2. Up start and stop valve shall be adjustable and designed to bypass oil flow during start and stop of motor pump assembly. Valve shall close slowly, gradually diverting oil to or from the jack unit, ensuring smooth up starts and up stops.
  3. Check valve shall be designed to close quietly without permitting any perceptible reverse flow.
  4. Lowering valve and leveling valve shall be adjustable for down start speed, lowering speed, leveling speed and stopping speed to ensure smooth "down" starts and stops. The leveling valve shall be designed to level the car to the floor in the direction the car is traveling after slowdown is initiated.
- F. Solid State Starting: Provide an electronic starter featuring adjustable starting currents.

## 2.05 HOISTWAY ENTRANCES

- A. Doors and Frames: Provide complete hollow metal type hoistway entrances at each hoistway opening bolted\knock down construction.
1. Manufacturer's standard entrance design consisting of hangers, doors, hanger supports, hanger covers, fascia plates, sight guards, and necessary hardware.
  2. Main landing door & frame finish: ASTM A 366 steel panels, factory-applied baked enamel finish.
  3. Typical door & frame finish: ASTM A 366 steel panels, factory-applied baked enamel finish.
- B. Interlocks: Equip each hoistway entrance with an approved type interlock tested as required by code. Provide door restriction devices as required by code.
- C. Door Hanger and Tracks: Provide sheave type two point suspension hangers and tracks for each hoistway horizontal sliding door.
1. Sheaves: Polyurethane tires with ball bearings properly sealed to retain grease.
  2. Hangers: Provide an adjustable device beneath the track to limit the up-thrust of the doors during operation.
  3. Tracks: Drawn steel shapes, smooth surface and shaped to conform to the hanger sheaves.
- D. Hoistway Sills: Extruded metal, with groove(s) in top surface. Provide mill finish on aluminum.

## 2.06 CAR ENCLOSURE

- A. Car Enclosure:
1. Walls: Cab type TKLP, durable wood core finished on both sides with high pressure plastic laminate.
  2. Canopy: Cold-rolled steel with hinged exit.
  3. Ceiling: Suspended type, fluorescent lighting with translucent diffuser mounted in a metal frame.
  4. Cab Fronts, Return, Transom, Soffit and Strike: Provide panels faced with brushed

- stainless steel.
5. Doors: Horizontal sliding car doors reinforced with steel for panel rigidity. Hang doors on sheave type hangers with polyurethane tires that roll on a polished steel track and are guided at the bottom by non-metallic sliding guides.
    - a. Door Finish: Steel: ASTM A 366 steel panels, factory-applied baked enamel finish.
    - b. Cab Sills: Extruded aluminum, mill finish.
  6. Handrail: Provide 1.5" diameter cylindrical metal on side and rear walls on front opening cars and side walls only on front and rear opening cars. Handrails shall have a stainless steel, no. 4 brushed finish.
  7. Ventilation: Manufacturer's standard exhaust fan, mounted on the car top.
- B. Car Top Inspection: Provide a car top inspection station with an "Auto-Inspection" switch, an "emergency stop" switch, and constant pressure "up and down" direction and safety buttons to make the normal operating devices inoperative. The station will give the inspector complete control of the elevator. The car top inspection station shall be mounted in the door operator assembly.

## 2.07 DOOR OPERATION

- A. Door Operation: Provide a direct current motor driven heavy duty operator designed to operate the car and hoistway doors simultaneously. Door movements shall be electrically cushioned at both limits of travel and the door operating mechanism shall be arranged for manual operation in event of power failure. Doors shall automatically open when the car arrives at the landing and automatically close after an adjustable time interval or when the car is dispatched to another landing. Closed-loop, microprocessor controlled motor-driven linear door operator, with adjustable torque limits, also acceptable. AC controlled units with oil checks or other deviations are not acceptable.
1. Door nudging operation to occur if doors are prevented from closing for an adjustable period of time.
- B. Door Protection Devices: Provide a door protection system using microprocessor controlled infra-red light beams. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen.

## 2.08 CAR OPERATING STATION

- A. Car Operating Station, General: The main car control in each car shall contain the devices required for specific operation mounted in an integral swing return panel requiring no applied faceplate. Swing return shall have a brushed stainless steel finish. The main car operating panel shall be mounted in the return and comply with handicap requirements. Pushbuttons that illuminate using long lasting LED's shall be included for each floor served, and emergency buttons and switches shall be provided per code. Switches for car light and accessories shall be provided.
- B. Emergency Communications System: Phone box and Instrument.
- C. Auxiliary Operating Panel: Not Required
- D. Column Mounted Car Riding Lantern: A car riding lantern shall be installed in the elevator cab

and located in the entrance. The lantern, when illuminated, will indicate the intended direction of travel. The lantern will illuminate and a signal will sound when the car arrives at a floor where it will stop. The lantern shall remain illuminated until the door(s) begin to close.

## 2.09 CONTROL SYSTEMS

- A. Controller: The elevator control system shall be microprocessor based and software oriented. Control of the elevator shall be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registering car stops, and by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings.

## 2.10 HALL STATIONS

- A. Hall Stations, General:  
Provide one pushbutton riser with faceplates having a brushed stainless steel finish.
  - 1. Phase 1 firefighter's service key switch, with instructions, shall be incorporated into the hall station at the designated level.
- B. Floor Identification Pads: Provide door jamb pads at each floor. Jamb pads shall comply with Americans with Disabilities Act (ADA) requirements and 2007 California Building Code.
- C. Hall Position Indicator: Not Applicable
- D. Hall lanterns: Not required for this application.

## 2.11 MISCELLANEOUS ELEVATOR COMPONENTS

- A. Oil Hydraulic Silencer: Install an oil hydraulic silencer (muffler device) at the power unit location. The silencer shall contain pulsation absorbing material inserted in a blowout proof housing arranged for inspecting interior parts without removing unit from oil line.

## PART 3 - EXECUTION

### 3.01 EXAMINATION

- A. Before starting elevator installation, inspect hoistway, hoistway openings, pits and machine rooms/control space, as constructed and verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

### 3.02 INSTALLATION

- A. Install elevator systems components and coordinate installation of hoistway wall construction.
  - 1. Work shall be performed by competent elevator installation personnel in accordance with ASME A17.1, manufacturer's installation instructions and approved shop drawings.
  - 2. Comply with the 2007 CEC for electrical work required during installation.
- B. Jack unit excavation: Drill or otherwise excavate below elevator pit construction as required to install the jack unit.
  - 1. Install casing for jack unit.
  - 2. Provide HDPE jack protection system for all in ground jacks.
  - 3. Set casing for jack unit assembly plumb, and partially fill with water-settled sand, eliminating voids. Back fill depth shall be sufficient to hold the bottom of the jack in place over time.
- C. Coordination: Coordinate elevator work with the work of other trades, for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by the Contractor, to ensure dimensional coordination of the work.
- D. Alignment: Coordinate installation of hoistway entrances with installation of elevator guide rails for accurate alignment of entrances with cars. Where possible, delay final adjustment of sills and doors until car is operable in shaft. Reduce clearances to minimum safe, workable dimensions at each landing.
- E. Lubricate operating parts of system where recommended by manufacturer.

### 3.03 FIELD QUALITY CONTROL

- A. Acceptance testing: Upon completion of the elevator installation and before permitting use of elevator, perform acceptance tests as required by A17.1 Code and local authorities having jurisdiction. Perform other tests, if any, as required by governing regulations or agencies.
- B. Advise Owner, Contractor, Architect, and governing authorities in advance of dates and times tests are to be performed on the elevator.

### 3.04 ADJUSTING

- A. Make necessary adjustments of operating devices and equipment to ensure elevator operates smoothly and accurately.

### 3.05 CLEANING

- A. Before final acceptance, remove protection from finished surfaces and clean and polish surfaces in accordance with manufacturer's recommendations for type of material and finish provided. Stainless stall shall be cleaned with soap and water and dried with a non-abrasive surface; shall not be cleaned with bleached-based cleansers.
- B. At completion of elevator work, remove tools, equipment, and surplus materials from site. Clean equipment rooms and hoistway. Remove trash and debris.

### 3.06 PROTECTION

- A. At time of Substantial Completion of elevator work, or portion thereof, provide suitable protective coverings, barriers, devices, signs, or other such methods or procedures to protect elevator work from damage or deterioration. Maintain protective measures throughout remainder of construction period.

### 3.07 DEMONSTRATION

- A. Instruct Owner's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions, including emergency access and procedures to be followed at time of failure in operation and other building emergencies. Train Owner's personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions.
- B. Make a final check of each elevator operation, with Owner's personnel present, immediately before date of substantial completion. Determine that control systems and operating devices are functioning properly.

### 3.08 ELEVATOR SCHEDULE

- A. Elevator Qty. 1
  - 1. Elevator Model: 2500 lbs Passenger Elevator
  - 2. Rated Capacity: 2500 lbs.
  - 3. Rated Speed: 110 ft./min.
  - 4. Operation System: TAC20
  - 5. Travel: 16'-0"
  - 6. Landings: 2 total
  - 7. Openings:
    - a. Front: 2
    - b. Rear: 0
  - 8. Clear Car Inside: 6' - 8" wide x 4' - 3" high
  - 9. Cab Height: 8'-0" nominal
  - 10. Hoistway Entrance Size: 3' - 6" wide x 7'-0 high
  - 11. Door Type: Single Speed
  - 12. Power Characteristics: 460 volts, 3 Phase, 60 Hz.
  - 13. Seismic Requirements: Zone 3+
  - 14. Fixture & Button Style: Signa4

END OF SECTION 142400

## SECTION 150500 - MECHANICAL GENERAL

### PART I - GENERAL

#### 1.1 GENERAL

- A. The General Conditions and Supplementary General Conditions are hereby a part of this Section as fully as if repeated herein.

#### 1.2 SCOPE

- A. The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to, providing and installing complete heating, ventilating, and air conditioning systems, exhaust systems, piping systems, plumbing systems, fire protection systems, and other mechanical work as shown or indicated in the Drawings and Specifications.
- B. Consult all other Sections to determine the extent and character of this work specified elsewhere.
- C. Specifically refer to the following:
  - Section 154000            Plumbing
  - Section 155000            Fire Protection
  - Section 158000            HVAC
- D. Make all connections to equipment requiring service from systems installed under this Section.

#### 1.3 COORDINATION

- A. Before submitting a bid for the mechanical work the Contractor shall visit the site and become familiar with all the work on other related Drawings and Specifications, and plan the work to provide the best possible assembly of the combined work of all trades. No additional costs will be considered for work which has to be relocated due to conflicts with other trades.
- B. If, after examination of the bidding documents relating to the work, the Contractor has queries concerning the nature and scope of the work or intent of the Specifications, he/she shall promptly request clarification from the Architect. After contract award, claims of ignorance of the intent and scope of the contract shall not be allowed.
- C. Contractor is responsible for coordinating the schedule of inspections by Engineer at appropriate stages of construction such as rough-in, pre-final, and final, and at other times required by the Specifications or by the construction. Notify Architect and Engineer seven (7) days in advance of proposed site visit.

Notification constitutes certification that construction is, or will be, complete and ready for inspection.

#### 1.4 SAFETY

- A. Contractors must conduct a weekly safety meeting with their employees and provide documentation as to attendance and topics of discussion. Engineer's construction support services do not constitute review or approval of Contractor's safety procedures. Contractor shall comply with all OSHA regulations. Contractor is required to obtain and pay for insurance required to cover all activities within Contractor's Scope of Work.

#### 1.5 BUILDING LAWS

- A. Mechanical work shall conform to all requirements prescribed by governmental bodies having jurisdiction and is to be in accordance with the California Building Code; all federal, state, and local codes and ordinances; all OSHA requirements; California Plumbing Code, California Mechanical Code, California Fire Code, and National Fire Protection Association; California State Code Title 8, Title 21, Title 24; and the Energy Conservation Standards. All work within sanitary areas shall comply with USDA standards for food production facilities.
- B. Should any part of the design fail to comply with such requirements, the discrepancy shall be called to the attention of the Architect prior to submitting bid.
- C. Should there be any direct conflict between the Drawings and/or Specifications and the above rules and regulations, the rules and regulations shall take precedence. However, when the indicated material, workmanship, arrangement, or construction is of a superior quality or capacity to that required by above rules and regulations, the Drawings and/or Specifications shall take precedence. Rulings and interpretations of enforcing agencies shall be considered as part of the regulations.
- D. After a Contract is awarded, if minor changes or additions are required by the aforementioned authorities, even though such work is not shown on Drawings or overtly covered in the Specifications, they must be included at the Contractor's expense.
- E. The Contractor is responsible to coordinate and make adjustments in his/her work with the full set of Contract Drawings and Specifications.
- F. All piping, ducts, and equipment shall be securely anchored to building structure as required herein and by the California Building Code.

#### 1.6 PERMITS, FEES, AND UTILITIES

- A. The Contractor shall obtain and arrange for all required permits and inspections. Owner shall pay any fees.

## 1.7 TEMPORARY CONSTRUCTION WATER

- A. The Plumbing Contractor shall make all arrangements and provide necessary facilities for the temporary construction water from the Owner's source. Costs for the temporary construction water shall be paid for by Owner.

## PART II - PRODUCTS

### 2.1 MATERIALS

- A. All materials used shall be new as listed in subheadings and indicated on Drawings. Inspect all materials and immediately remove defective materials from the site.
- B. All electrical materials shall bear the label of, or be listed by, the Underwriters' Laboratories (UL), unless the material is of a type for which label or listing service is not provided.
- C. Substitution:
  - 1. No substitute materials or equipment may be installed without the written approval of the Engineer.
  - 2. Use of substitute materials or equipment may require changes in associated materials and equipment. Contractor shall submit detailed Shop Drawings and installation instructions of substitute materials and equipment to Engineer for approval. Such submittals shall address all changes required in other items.
  - 3. All additional costs incurred by the substitution of material or equipment, or the installation thereof whether Architectural, Structural, Mechanical, Plumbing, or Electrical shall be borne by the Contractor who substitutes the materials or equipment in place of the items specified.
- D. Quality of Materials: Pipe fittings and equipment may be taken from stock but the Contractor will be required to submit manufacturer's certificates identifying the material and equipment furnished as conforming with these Specifications and such codes and standards as apply to the equipment specified. Any material on the site which cannot be identified by manufacturer's mark shall be removed from the site at Engineer request.

### 2.2 SUBMITTALS

- A. The review of submittals and approval thereof by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the Drawings and Specifications to which the submittals pertain.



- B. Material List: An itemized list of material and equipment which the Contractor proposes to use shall be submitted to the Architect with number of copies indicated and within time indicated.
- C. Shop Drawings and Product Data:
1. Submit all required Shop Drawings, product data, etc. at one time. Submittals shall be bound, tabbed, and properly indexed by Specification Section.
  2. Each item shall be identified by manufacturer, brand, and trade name; model number, size, rating, and whatever other data is necessary to properly identify and verify the materials and equipment. The words "AS SPECIFIED" will not be considered sufficient information.
  3. Each submittal shall bear the Contractor's stamp and mark indicating the Contractor has reviewed and approved the submittal.
  4. Each submitted item shall refer to the Specification Section and paragraph in which the item is specified.
  5. Accessories, controls, finish, etc. not required to be submitted or identified with the submitted equipment shall be furnished and installed as specified.
  6. Submittals shall be all inclusive with all items requiring submittals being submitted at the same time; individual submittals will not be accepted.
  7. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet construction schedule, together with any special handling charges, shall be borne by Contractor.

### PART III - EXECUTION

#### 3.1 DRAWINGS

- A. The Drawings show the general arrangement and location of the piping and equipment. Work shall be installed in accordance with the Drawings, except for changes required by conflicts with the work of other trades. The Contractor shall provide for the support, expansion, and pitch of any rearranged piping in conformance with the intent of the Drawings, Specifications, and codes.
- B. Note that certain mechanical work is shown, wholly or in part, on Architectural Drawings.

- C. Mechanical Drawings are diagrammatic and are intended to show the approximate location of equipment and piping. Dimensions shown on Drawings shall take precedence over scaled dimensions on Drawings. All dimensions shall be verified in the field by the Contractor.
- D. The exact location of apparatus, equipment, and piping shall be ascertained from the Architect and work shall be laid out accordingly. Should the Contractor fail to ascertain such locations the work shall be changed at Contractor's own expense when so ordered by the Architect. The Architect reserves the right to make minor changes in the location of piping and equipment up to the time of installation without additional cost.
- E. It is the intention of the Drawings and Specifications that, where certain mechanical items such as unions, expansion joints, and other mechanical components are not shown, but where such items are required by the nature of the work, shall be furnished and installed.
- F. The Mechanical Drawings and Specifications are intended to supplement each other. Any material or labor called for in one shall be furnished even though not specifically mentioned in the other.
- G. Pipe and duct sizes shown are the minimum allowable and shall be increased in size if required by code or wherever necessary to meet unusual conditions.

### 3.2 RECORD DRAWINGS

- A. Record Drawings shall be maintained at all times showing the exact location of equipment, ductwork, control panels, piping mains, branches, valves, drains, clean-outs, etc. installed under all Sections. Obtain from the Architect, at cost, a complete set of prints. On these prints systematically and accurately keep a dimensional record of all work installed different from those shown on Drawings. Have these Drawings readily available for reference.
- B. Record Set: When above information is complete and acceptable to the Architect transfer this information accurately to reproducible tracings, purchased at cost from the Architect for this purpose, and deliver to the Architect for final review.
- C. Upon completion of the Architect review of the Record Set the Contractor shall incorporate changes, as noted on the record set, including dimensions such as building waste inverts, valves, etc. Deliver transparencies with one (1) set of prints to the Architect. Deliver one (1) complete set of prints to building Owner within ninety (90) days of issuance of final occupancy report.
- D. Inspector's Approval: Where a full-time inspector is employed by the Owner, the Record Drawing information shall be reviewed by the inspector during the course of construction and shall have the inspector's approval before submission to the Architect.

### 3.3 MECHANICAL ACCEPTANCE TESTS

- A. Documentation on standard State of California Acceptance forms and work sheets as listed on the project Certificate of Compliance shall be submitted to building department prior to issuance of temporary occupancy permit.
- B. Acceptance tests documents shall be signed by the California licensed professional designated by the building Owner, e.g. Architect, Contractor or Engineer of record.

### 3.4 DAMAGE

- A. Repair any damage to the building, premises, and equipment occasioned by the work under this Section.
- B. Repair all damage to any part of the building or premises caused by leaks or breaks in pipe, or malfunctions of equipment furnished or installed under this Section until the warranty period expiration date.

### 3.5 COMPLETE WORKING INSTALLATION

- A. The Drawings and Specifications do not attempt to list every item that must be installed. When an item is necessary for the satisfactory operation of equipment, is required by the equipment manufacturer, or accepted as good practice, furnish without change in Contract cost.

### 3.6 STORAGE

- A. Provide proper protection and storage of all items and tools required for this work.

### 3.7 QUALITY OF WORK

- A. The quality of work shall be of a standard generally accepted in the respective trade. Use only experienced, competent, and properly equipped workers. Replace work falling below this standard as directed by the Architect.
- B. Systems shall be worked into a complete and integrated arrangement with like elements arranged to make a neat appearing and finished piece of work, with adequate head room and passageway free from obstructions. Such systems shall be installed by laborers experienced in the respective trades involved.

### 3.8 CONCRETE WALLS AND CONCRETE FOOTINGS

- A. Coordinate core drilled openings with Architect and General Contractor. Coordination shall include location, size, and spacing of openings. No slot openings will be allowed. Coordinate openings to avoid critical structural items such as reinforcing bars, tensioning tendons, etc.
- B. Also see Paragraph 3.15.

### 3.9 ELECTRICAL REQUIREMENTS - CONTROLS AND COORDINATION WITH ELECTRICAL CONTRACTOR

- A. Mechanical Contractor shall coordinate with the Electrical Contractor on furnishing and installing of controls, motors, starters, etc. Coordinate means informing Electrical Contractor of items requiring electrical connection, providing copies of submittal data, installation data, scheduling work to insure efficient progress, and promptly supplying those items to be installed by Electrical Contractor.
- B. The specific requirements for electrical power and/or devices for each and every piece of mechanical and plumbing equipment requiring electrical service, supplied and/or installed under this Contract, shall be coordinated and verified with the Mechanical and Plumbing Drawings, the Mechanical and Plumbing Sections of these Specifications, and with the manufacturers of the mechanical and plumbing equipment supplied. This shall include the voltage, phase, and ampacity; conduit requirements; and exact location and type of disconnect, control, and/or connection required. Any changes from the Drawings and Specifications required as a result of this coordination shall be part of this Contract.
- C. Electrical Contractor shall furnish and install the following for all mechanical equipment:
  - 1. Conduit and wiring for line voltage power to the equipment.
  - 2. Disconnect switches.
  - 3. Manual motor starters.
  - 4. Magnetic motor starters when part of a motor control center. See Division 16 and Drawings for further information.
- D. The work under this Section shall include furnishing and installing all controls on low and manual line voltage, including thermostats, auxiliary switches, relay wiring, interlock wiring; equipment control panels and transformers; and controls conduit unless specifically indicated as part of other work. Materials and methods of the control installation shall be in accordance with the Electrical Specifications.
- E. The Mechanical Contractor shall review all wiring connections which have any influence on this equipment or work and verify that these connections are correct before permitting any equipment to be operated which is furnished, installed, or modified under this Contract.

### 3.10 ELECTRICAL REQUIREMENTS - MOTORS AND EQUIPMENT FURNISHED UNDER THIS SECTION

- A. Motors and motor control equipment shall conform to the standards of the National Electrical Manufacturer's Association (NEMA). Motors and motor

control equipment shall be as specified below. The work under this Section shall include:

1. Furnishing all motors, magnetic starters and automatic control devices for equipment furnished and installed by this Contractor. Electrical Contractor shall provide magnetic starters at motor control center where indicated.
  2. Installation of the above motors and control devices. Manual motor starters shall be furnished and installed by Electrical Contractor in accordance with Electrical Specifications.
  3. Furnishing and installing line and/or low voltage interlock wiring shall be by the Mechanical Contractor. Installation of wire includes the connection of devices. All work shall be in accordance with the materials and methods specified in the Electrical Specifications.
  4. Furnishing and installing completely wired equipment control panels with complete controls for automatic operation where indicated or when supplied with equipment.
  5. Furnishing and installing all control and interlock wiring from equipment control panels to related remote devices, fans, motors, heaters, and controls.
  6. Wire mounted on heat producing appliances shall be Type RHH or THHN (90°C).
  7. Except as noted above, disconnect switches, power circuits from electrical panelboard to disconnect switch, starters, and motors shall be furnished and installed under the Electrical Specifications.
- B. All motors furnished shall be designed, manufactured, and tested in accordance with the latest applicable standards of NEMA, ANSI, IEEE, and ASTM. Approved manufacturers are Baldor Super-E or equal.
1. Each motor of 1/2Hp or less shall be wound for 120 V, single-phase power, unless otherwise indicated, furnished with a manual starter, Square "D" Class 2510, type FG-1P (surface) & type FS-1P (flush), Westinghouse Type MS, or equal, with pilot light.
  2. Each motor of 3/4Hp or larger shall be wound for 208 V or 460 V, 3-phase power, as specified unless otherwise indicated, furnished with a magnetic starter, Westinghouse #11200, Square "D" Class 8536 or equal, with built in Hand/Off/Auto switch and pilot light. Each starter shall be horsepower rated and suitably matched to the motor that it will control, with the heater size ambient compensated and selected for 115% of the motors nameplated current rating.

- a. As a minimum requirement, all motors shall conform to the latest applicable sections of NEMA Standard No. MG-1. All 3-phase motors greater than 3/4Hp must meet or exceed NEMA and CEE Premium Efficiency™ full load efficiencies per Table 1 below. The Consortium for Energy Efficiency (CEE), a national, non-profit public benefits corporation, promotes the manufacture and purchase of energy-efficient products and services.

Table 1  
 Nominal Efficiencies For "NEMA Premium™" Induction Motors Rated 600 Volts Or Less  
 (Random Wound)

| HP  | Open Drip-Proof |        |        | Totally Enclosed Fan-Cooled |        |        |
|-----|-----------------|--------|--------|-----------------------------|--------|--------|
|     | 6-Pole          | 4-Pole | 2-Pole | 6-Pole                      | 4-Pole | 2-Pole |
| 1   | 82.5%           | 85.5%  | 77.0%  | 82.5%                       | 85.5%  | 77.0%  |
| 1.5 | 86.5%           | 86.5%  | 84.0%  | 87.5%                       | 86.5%  | 84.0%  |
| 2   | 87.5%           | 86.5%  | 85.5%  | 88.5%                       | 86.5%  | 85.5%  |
| 3   | 88.5%           | 89.5%  | 85.5%  | 89.5%                       | 89.5%  | 86.5%  |
| 5   | 89.5%           | 89.5%  | 86.5%  | 89.5%                       | 89.5%  | 88.5%  |
| 7.5 | 90.2%           | 91.0%  | 88.5%  | 91.0%                       | 91.7%  | 89.5%  |

Where special enclosures or assembly are required, it will be specified on the Motor Data Sheet.

- C. Motor starters for roof-mounted exhaust and supply fans or other equipment exposed to rain shall be NEMA Type 3, weatherproof.

3.11 ELECTRICAL EQUIPMENT ROOM PRECAUTIONS

- A. Ductwork or piping for mechanical systems shall not be installed in any switchgear room, transformer vault, telephone room or electric closet except as indicated. In any case, no ductwork or piping for mechanical systems shall be installed in the space equal to the width and depth of any electrical service equipment, switchboards, panel boards, or motor control centers and extending from the floor to a height of six feet above the equipment or to the structural ceiling, whichever is lower.

3.12 CUTTING AND REPAIRING

- A. No cutting shall be done except with Architect approval. Cutting of structural members or footings is prohibited without the prior written consent of the Structural Engineer.
- B. Where cutting of paving, walls, ceilings, etc. is necessary for the installation of the mechanical work, it shall be done under the direction of this Section. Damage caused by this cutting shall be repaired to match original and adjacent surfaces

without additional expense to the Owner. Cutting of new construction shall be by the installing Contractor of that construction as directed by this Contractor.

### 3.13 BELT AND COUPLING GUARDS - FAN GUARDS

- A. Provide guards for all belt-driven units, direct-connected units, and coupled units; and at chains, gears, shafts, couplings, keys, projecting set screws, and any other rotating or moving parts. Totally enclose all moving parts with guards. Guards shall be easily removable, center-split type, and constructed of welded angle iron and expanded metal. Rigidly support entire assembly with any necessary supplementary steel to prevent vibration. Prime coat entire assembly. Provide access openings for greasing, oiling, adjusting, checking of RPM, etc. All guards shall comply with applicable codes.

### 3.14 PIPE AND VALVE IDENTIFICATION

- A. Identify all piping contents with letter legend on color background identifying hazard or use of material.
- B. The pipe marker system shall conform completely with "The Scheme for Identification of Piping Systems" (ANSI A13.1 1981 or latest edition). More specifically, the pipe marker must possess the following:
  - 1. ANSI specified color coded background.
  - 2. ANSI specified color of legend in relation to background color.
  - 3. ANSI specified legend letter size.
  - 4. ANSI specified length of color field (marker length).
- C. The following tables will serve to clarify the above mentioned requirements:

TABLE 1

Classifications of Hazards of Materials and Designation of Colors

| Materials Inherently Hazardous   | Color of Legend | Color of Letters for Legend |
|--|-----------------|-----------------------------|
| Flammable or Explosive   | Yellow          | Black                       |
| Chemically Active or Toxic   | Yellow          | Black                       |
| Extreme Temperature or Pressure (Gas Pressure above 90 PSIG and Fluid Temperature above 140°F) | Yellow          | Black                       |
| Materials Inherently Low Hazard  | Color of Legend | Color of Letters for Legend |
| Liquid or Liquid Admixture   | Green           | White                       |
| Gas or Gaseous Admixture   | Blue            | White                       |
| Fire Quenching Materials   | Color of Legend | Color of Letters for Legend |
| Water, Foam, CO <sub>2</sub> , etc.  | Red             | White                       |

TABLE 2

| Outside Diameter of Pipe or Covering | Length of Color Field | Size of Letters |
|--------------------------------------|-----------------------|-----------------|
| 3/4" to 1 1/4"                       | 8"                    | 1/2"            |
| 1 1/2" to 2"                         | 8"                    | 3/4"            |
| 2 1/2" to 6"                         | 12"                   | 1 1/4"          |



- D. Provide flow markers consisting of labels similar to pipe markers with a large black arrow printed on same background color to indicate direction of flow.
- E. Place pipe marker and flow marker on each pipe on both sides of walls or floors through which pipes pass. Place markers adjacent to valves and fittings or branch take-off and for exposed piping locate markers to be clearly visible to person standing on floor, and at not over 30'-0" intervals on all straight runs of pipe.

### 3.15 SLEEVES AND SEALING

- A. Provide sleeves for all pipes and ductwork passing through new floors, walls, partitions, and any other building construction, of adequate diameter to allow minimum of 3/4" clearance all around between sleeve and pipe or ductwork. Sleeves are not required for holes drilled through existing floors, walls, or partitions (in which case leave specified clearance between hole and pipe or ductwork). When pipe or ductwork is insulated, insulation shall pass continuously through sleeve with 3/4" clearance between insulation and sleeve or hole in existing construction.
- B. Lay out work prior to concrete forming. Reinforce sleeves to prevent collapse during forming and curing.
- C. All floor sleeves required shall extend 1" above finished floor. Sleeves through roof shall extend 8" above roof. Wall sleeves shall be flush with face of wall unless otherwise indicated. Waste stacks using carriers shall have sleeves flush with floor and sealed.
- D. Sleeves shall permit free thermal expansion of pipe without binding or contact with structure.
- E. Do not support pipes by resting pipe clamps on floor sleeves. Supplementary members shall be provided so pipes are floor supported.
- F. Special sleeves detailed on Drawings shall take precedence over this Section.
- G. Pipe sleeves as scheduled below unless otherwise indicated:
  - 1. Plaster or Drywall:  
18 gauge galvanized steel
  - 2. Concrete or Masonry Walls and Concrete Bases:  
See Paragraph 3.7.
- H. Waterproof membraned floors, walls, concrete pits, foundation walls, etc. as detailed or specified in other Sections.
- I. Duct Sleeves: Should be as follows unless otherwise indicated. Sleeves specified or indicated at fire dampered penetrations shall take precedence over this article.
  - 1. Plaster or Drywall:

18 gauge galvanized steel

J. Sealing of Sleeves or Holes:

1. Waterproof Sleeves or Holes in Floors and Walls: Caulk space between pipe and sleeves in exterior walls, foundations, walls, pits, etc. watertight using Link-Seal modular wall and casing seal, or as detailed.
2. Fire Rated Wall and Floor Sleeves or Holes (Insulated Pipe): Caulk space between pipe insulation and sleeve with 3-M brand Fire Barrier Caulk CP-25 or Dow/Corning #3-648 Silicon Foam, with thickness appropriate for floor or wall fire rating. Seal top of floor sleeve with Tremco Dymeric Sealant.
3. All other sleeves or holes: Sleeves shall be packed with safing insulation and sealed with Tremco Dymeric Sealant.
4. Trim Plates: Provide minimum 1" trim plates at visible sides of openings on all exposed ducts passing through floors, walls, partitions, plaster furring, etc. unless otherwise specified or indicated. Plates shall be prime coated.

3.16 SUPPORTS

- A. All equipment, plenums, piping, and ductwork shall be mounted on, or suspended from, foundations and supports as specified and indicated, and seismically braced to structure.
- B. Vibration isolation and seismic restraints for vibration isolated equipment per Title 24.
- C. All piping, ducts, and equipment shall be securely anchored to building structure as required by the Specifications, SMACNA's "Guidelines for Seismic Restraints of Mechanical Systems", Title 24, and the California Building Code.
- D. Earthquake restraints shall be capable of resisting 100% gravity lateral loads or as required by Title 24.
- E. Supplemental Supports: Provide supplemental supports to span building structural elements as necessary for equipment foundations and supports. Provide Shop Drawings to Mechanical and Structural Engineers for approval prior to installation.

3.17 INSTALLATION AND ALIGNMENT

- A. Fan and motor pulleys shall be carefully aligned and belt tension properly adjusted by manufacturer's representative or qualified mechanic in accordance with manufacturer's instructions.

- B. Pumps shall not be operated for testing purposes unless systems are filled. Any damage during set-up and testing shall be repaired at no additional cost to Owner.

### 3.18 ACCESSIBILITY

- A. General: Valves, damper operators, filters, thermometers, pressure gauges, clean-out fittings, and indicating equipment or specialties requiring reading, adjusting, inspection, repairing, removal, or replacement shall be conveniently and accessibly located with reference to finished building. Thermometers and gauges installed to be easily read from floor.
- B. Panels: No unions, flanges, valves, dampers, controls, or equipment shall be placed in a location that will be inaccessible after the system is complete. Access panels or doors shall be provided where required whether or not shown on Drawings.
- C. Access Panels in Walls or Ceilings:
  - 1. Provide access panels in walls or ceilings. Milcor or approved equal, where indicated and where required to provide access to valves, dampers, and other appurtenances. Panels shall be style as selected by Architect and as directed by wall or ceiling construction. Panel size shall be 24" x 24" unless indicated otherwise. Panels in acoustical barriers shall have same transmission loss as barrier. Panels in rated construction shall have same rating as construction in which installed.
  - 2. Door panels shall be no lighter than 14 gauge steel. Doors shall be equipped with concealed spring hinges and flush, screwdriver operated locks, except that key operated locks shall be used for all access doors in walls where door is within 6'-0" of floor. Locks for all key operated doors shall be keyed alike.
  - 3. Doors in ceramic tile surfaces shall be stainless steel or chrome plated. Doors in other finished surfaces shall be prime coated.
  - 4. Doors in fire rated grease exhaust duct shafts shall be fire rated and openable without the use of tools.
- D. Equipment Spaces: Provide aisles between equipment and ducts, electrical gear, etc. for complete service and inspection of equipment. Maintain minimum 6'-6" headroom in all access aisles. Maintain minimum 36" clearance at all service panels. Provide minimum clearances at electrical equipment per NEC. Provide 36" wide, 3/4" thick plywood covered catwalks in attics from access door to equipment.

### 3.19 TESTING

- A. Test all piping, ductwork, equipment, and systems as called for in the Specifications. Notify Architect and inspection authorities prior to testing so that they may be witnessed. Protect all personnel and equipment during testing.

Where Specifications do not cover specific points or methods, conform to manufacturer's specifications.

### 3.20 DEMOLITION

- A. Removal, storage, or disposal of existing equipment, plumbing fixtures, fans, radiators, piping, boilers, etc. shall be under the direction of the Architect.
- B. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
- C. There is a possibility that materials containing asbestos may be encountered. Advise the Owner in a timely manner of its presence and in accordance with EPA regulations.

### 3.21 DUCTWORK OPENINGS

- A. Locating and sizing of all openings for ductwork through walls, roof, etc. shall be done under this Division. Framing of openings shall be done by the respective trades in whose work the opening is made.

### 3.22 EQUIPMENT

- A. All equipment shall be accurately set and leveled. Supports shall be neatly placed and properly fastened. All equipment shall be fastened in place with bolts.
- B. Keep all openings closed with plugs or caps to prevent entrance of foreign matter. Protect all piping, ductwork, fixtures, and equipment against dirt, water, chemical, or mechanical damage both before and after installation. Any equipment or apparatus damaged prior to final acceptance shall be restored to original condition or replaced at the Architect's discretion and at no additional cost to the Owner.
- C. Start-Up: Equipment shall be adjusted, lubricated, aligned, etc. prior to start-up. Inspect each piece of equipment prior to start-up. Start each piece of equipment in accordance with manufacturer's directions and warranty requirements.
- D. Finish: Protect all equipment and materials until in use. Any visible rust or corrosion shall be removed as directed prior to installation. All damaged factory painted finishes shall be cleaned and painted with manufacturer provided paint.

### 3.23 MANUFACTURER'S DIRECTIONS

- A. Materials and equipment shall be installed in accordance with manufacturer's application and recommendations, requirements, and instructions, and in accordance with Contract Documents. Where manufacturer's instructions differ from those indicated or specified, they shall be brought to Architect's attention for resolution prior to equipment ordering and installation.

- B. Where requirements indicated in Contract Documents exceed manufacturer's requirements, Contract Documents shall govern.

### 3.24 FURRING AND PIPE SPACES

- A. Spaces provided in the design of the building shall be utilized and the work shall be kept within the furring lines established on the Drawings.
- B. Layout: Maintain maximum head room under piping and equipment. Contractor to coordinate line locations with beams, windows, etc. to provide maximum clearance. From Drawings, ascertain heights of suspended ceilings and size of pipe shafts in which piping is concealed, and location and size of structural members in and adjacent to pipe shafts. Coordinate piping installation with ductwork, lighting, and other equipment. Ensure necessary clearances on trim plates at exposed penetrations of walls and floors. If sufficient room is not available above suspended ceiling or vertical shafts obtain clarification from Architect before work is started.

### 3.25 SEISMIC RESTRAINTS

- A. General: All work, materials and methods used shall conform to the Drawings and Specifications. The following notes and SMACNA "Guidelines for Seismic Restraints of Mechanical Systems" shall be followed when specific details are not shown on the Drawings. Anchorage of equipment for which specific details are not shown on the Drawings shall be adequate to resist the forces based on the California Building Code requirements. Such anchorage shall be approved by the Engineer.
- B. Ductwork:
  1. Brace all rectangular ducts 6 ft<sup>2</sup> of area and larger. Brace all round ducts 28" in diameter and larger.
  2. Transverse bracing to occur 30'-0" on center maximum. Transverse bracing shall be installed at each duct turn and at each end of a duct run.
  3. Longitudinal bracing shall occur at 60'-0" on center maximum and once for each direction of duct. Transverse bracing for one duct section may also act as longitudinal bracing for a duct section connected perpendicular to it, if the bracing is installed within 4'-0" of the intersection of both ducts and the bracing sized for the larger duct.
  4. No bracing is required if the top of duct is suspended 12" or less from the connection point to the supporting structural member and attached to top of duct.
  5. A group of ducts may be combined in a larger size frame.
  6. Walls (including gyp-board non-bearing partitions) which have ducts running through them may replace a typical transverse brace.

7. Where it is practical to do so, ducts not braced shall be installed with 6" minimum clearance to vertical ceiling hanger wires.
8. Minimum gauge for sheetmetal for bracing to be 16 gauge (0.0598").

C. Piping:

1. Pipe bracing system shall conform to the Drawings and to Specification requirements hereinafter listed, or shall be a pre-approved manufacturer's system such as Unistrut Seismic Bracing System.
2. The Contractor shall submit Shop Drawings indicating the location of all seismic braces and provide a legend giving load information and model specifications prior to installation. Such prearranged system shall conform to requirements of the Specifications.
3. Brace all pipes with 2 1/2" I.D. and larger.
4. Transverse bracings at 40'-0" on center maximum (minimum of one brace per direction of run).
5. Longitudinal bracings at 80'-0" on center maximum (minimum of one brace per direction of run).
6. Transverse bracing for one pipe section may also act as longitudinal bracing for the pipe section connected perpendicular to it, if the bracing is installed within 24" of the elbow or tee and is connected to the largest pipe.
7. Do not use branch lines to brace main lines.
8. Provide flexibility in joints where pipes pass through building seismic or expansion joints or where rigidly supported pipes connect to equipment with vibration isolators.
9. At vertical pipe risers, support the weight of the riser at a point or points above the center of gravity of the riser wherever possible. Provide lateral guides at the top and bottom of the riser and at intermediate points not to exceed 30'-0" on center.
10. Provide large enough pipe sleeves through walls or floors to allow for anticipated differential movements.
11. Do not fasten one rigid piping system to two dissimilar parts of the building that may respond in a different mode during an earthquake (e.g., a wall and a roof).
12. Transverse bracing shall be 20'-0" on center maximum and longitudinal bracing at 40'-0" on center maximum for piping in mechanical equipment

rooms and gas piping. 1 1/4", 1 1/2", and 2" diameter pipes shall be braced the same as 2 1/2" diameter pipe.

13. Cast iron piping systems are included in these requirements.
14. No bracing is required if the top of single pipe is suspended 12" or less from the connection point at the supporting structural member.
15. All trapeze hangers shall be braced.

### 3.26 CLEAN-UP

- A. During the course of work under this Section, all rubbish, debris, surplus materials, tools, etc. resulting from this work shall be removed from work area and shall be disposed of off-site at the end of each working day. The Owner's premises shall be left clean and in a condition acceptable to the Owner.
- B. Clean all work installed under this Contract to satisfaction of Owner and submit documentation that each system has been cleaned and results witnessed by the Architect's representative.
- C. All water distribution and piping systems, including those for cold water and hot water systems, shall be flushed thoroughly until piping is cleaned to satisfaction of the Engineer. See other Specification Sections for additional requirements.
- D. Remove debris and trash from ductwork, fan units, and all air handling equipment. Vacuum clean fan housing, coils, and ducts in vicinity of openings before grilles and registers are installed. Replace construction filters with new filters prior to project completion.

### 3.27 ENGRAVED NAMEPLATES

- A. Furnish and install plastic laminated engraved nameplates with 1/4" minimum lettering at panel mounted control devices, manual control stations, power disconnects, motor starters and pieces of equipment. Nameplates exposed to weather shall be engraved brass.

### 3.28 FINAL INSPECTION

- A. The Contractor shall furnish the Architect with certificates of final inspection and approval from the inspection authorities having jurisdiction.

### 3.29 GUARANTEE

- A. The Contractor shall guarantee the quality of all work and the quality of equipment and materials in accordance with the provisions of the General Conditions and Special Conditions. Should any defects occur during this period, the Contractor shall promptly repair or replace defective items as directed by the Engineer, without cost to the Owner.

### 3.30 SITE VISITS BY ENGINEER

- A. Engineer's responsibility is limited to normal construction support services only, consisting of office consultation, site visits, and reports to the Architect at appropriate stages of construction such as rough-in, pre-final, and final. All costs incurred by the Engineer for additional site visits or office work required to complete the project as the result of incomplete coordination or supervision by the Contractor or the Mechanical Sub-Contractor shall be paid for by the Contractor.

### 3.31 OPERATING AND MAINTENANCE MANUALS

- A. Three (3) complete sets of bound instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the Owner within ninety (90) days of issuance of final occupancy permit. Each set shall be permanently bound and shall have a hard cover. The following identification shall be inscribed on the covers, "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor, and the Contract number. Flysheets shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8 1/2" x 11" with large sheets of Drawings folded in. The instructions shall include, but not be limited to, the following:
1. System layout showing piping, valves and controls with complete valve and control identification, listing, and indexing valve charts.
  2. Approved wiring and control diagrams.
  3. A detailed control sequence describing start-up operation and shut-down with reference to valve and control names and numbers.
  4. Operating and maintenance instructions for each piece of equipment including lubrication instructions. Include information on frequency of lubrication, filter change, belt adjustment, cleaning, adjusting, etc.
  5. Manufacturer's bulletins, cuts, and descriptive data.
  6. Parts list and recommended spare parts including name and address of source of supply.
- B. Field Instructions: Upon completion of the work and at a time designated by the Owner the services of one or more competent Engineers shall be provided by the Contractor to instruct a representative of the Owner in the operation and maintenance of the systems. These field instructions shall cover all the items contained in the bound instructions and shall be of a sufficient length and detailed nature, in the Engineer's judgment, to insure safe and efficient operation.

\*\*\*\* END OF SECTION \*\*\*\*



## SECTION 154000 - PLUMBING

### PART I - GENERAL

#### 1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section 150500, *Mechanical General*, and Division 1 are hereby a part of this Section as fully as if repeated herein.
- B. Contractor to rough-in, connect, and install Owner furnished items.

#### 1.2 SUBMITTALS

- A. Submit for review, within fifteen (15) days after signing Contract, the required number of copies of a complete list of materials proposed for use, including sizes, capacities, etc. See Division 1 and Section 150500 for requirements. This list includes:
  - 1. Plumbing Fixtures and Trim.
  - 2. Drains and Clean-outs.
  - 3. Pipe and Fittings.
  - 4. Valves, Unions, and Hose Bibbs.
  - 5. Pipe Hangers and Supports.
  - 6. Gas Solenoid Valve.
  - 7. Plumbing Equipment.
  - 8. Insulation for Pipe and Fittings.
- B. Copies of a portfolio with a full description of fixtures and trim shall be submitted with the materials list.
- C. No substitute materials or equipment may be installed without the written approval of the Architect.
- D. All additional costs incurred by the substitution of material or equipment, or the installation thereof, whether architectural, structural, mechanical, electrical, or plumbing, shall be borne by Contractor who substitutes material or equipment in lieu of that specified.

## PART II - PRODUCTS

### 2.1 SOIL, WASTE, DRAIN, AND VENTING SYSTEMS

#### A. Pipe and Fittings:

Sanitary vent pipe (above grade) shall be ABS-DWV Schedule 40 (ASTM D-2661) and shall be IAPMO approved with solvent weld socket fittings.

1. Soil, waste, drain, and vent (below grade) shall be service weight cast iron with neoprene sleeve and stainless steel clamps with a stainless steel shield which shall completely cover the neoprene. (For locations that require heavy duty couplings below grade, add "Husky" #4000 or equal by "Clamp-All".

### 2.2 WATER PIPING SYSTEM

A. Piping: Hard copper water tube, conforming to ASTM B88 (Type "K" underground, Type "L" above ground) with wrought copper fittings.

B. Valves: All valves shall be the product of a single manufacturer - Milwaukee, NIBCO, Stockham, or Crane, 125 PSIG steam service rated and 200 PSI air and water rated.

1. Gate Valves: Milwaukee 1152 screwed, rising stem, union bonnet, bronze valve with integral tapered seats.
2. Ball Valves: Milwaukee BA300, 3-piece, full port, screwed, bronze valve.
3. Check Valves: Milwaukee 509T screwed, bronze, swing check (provide non-slam check on pumped equipment or quick-closing fixtures).

C. Unions: Mueller #C-107, Crane, or approved equal in copper piping; Stockham Figure 694, Crane, or approved equal, galvanized malleable iron, brass seat in steel lines; Epcoc, Crane, or approved equal, dielectric unions where copper connects to steel.

#### D. Shock Absorbers:

1. Provide on hot and cold water lines at quick closing valves such as flush valves, solenoid valves, etc.
2. Sized and located in accordance with Plumbing and Drainage Institute Manual WH 201.
3. Provide access panels at locations where shock absorbers are not accessible. See applicable paragraph for types. Location to be approved by the Architect.

- E. Pipe and Fitting Insulation:
1. Hot water piping shall have 1" thick Owens-Corning ASJ/SSLII (all service jacket with pressure sensitive tape closure system), average thermal conductivity at 70°F mean temperature, 0.23 per inch of thickness. Seal longitudinal joints with SSLII closure system and seal butt joints with 3" tab. Fittings to be preformed, factory fabricated of same materials and covering as insulation, seal butt joints with 3" tabs. Insulation for runouts shall comply with Table 1-G of the California Energy Efficiency Standards.
  2. Flexible Unicellular Polyolefin Foam:
    - a. IMCOA: Model IMCOLOCK with pre-slit longitudinal seam with each mating surface adhesive coated and protected with a tear resistant release liner. Model: IMCOSHIELD traditional solid tube for slide on application.
    - b. Insulation: Flexible Unicellular Polyolefin in tubular form complies with the property requirements of the following Specifications: ASTM C634, ASTM E84 (25/50), UL723 (25/50), NFPA 255 (25/50), Uniform Building Code (UBC) 42-1, Class I, UL-94HBF, FMVSS-302.
- F. Access Panels: Karp Style DSC214M or approved equal, prime coated, size determined by equipment requiring access. Access panels in restrooms shall be stainless steel.
- 2.3 GAS PIPING
- A. Piping Above Ground: Standard weight black steel pipe, Schedule 40, ASTM A53 with 150# black malleable iron fittings.
- B. Piping Underground:
1. Polyethylene SDR11.5, 110 PSI joints, Driscopipe or equal, furnished and installed in strict accordance with manufacturer's installation Specification. Pipe fusion welder shall be certified by the manufacturer of the pipe. Plastic pile shall have minimum 18" of cover and shall not be used for risers.
  2. Gas Pipe Risers (to buildings and meters): Risers to be metallic material, dipped and wrapped to 6" above grade. When a metallic riser connects to a plastic underground pipe, the metallic pipe shall extend at least 30" horizontally before connecting with approved transition to plastic.
- C. Piping Wrap: To extend a minimum of 6" above grade on risers.

- D. Gas Cocks: For high pressure gas service use Dezurik Series 400 lubricated gas cock with RS49 or RS51 plug seals, UL listed. On low pressure interior service lines use Milwaukee BB2-100 Butterball, NIBCO, or approved equal.
- E. Unions: #150 malleable iron ground joint.

#### 2.4 PIPE HANGERS AND SUPPORTS

- A. Superstrut C-727, UL and FM approved, solid all thread rods and rod clips. Superstrut 540 for wood construction and C-755 or C-769 for I-beam clamps. Pre-drill and secure with lag bolts.
- B. Supports and Beam Clamps: Superstrut C-769, Hubbard Holdrite, or approved equal.
- C. Concrete Inserts: Superstrut 452 for concrete construction installed with reinforcing bar.
- D. Trapeze Hangers: Superstrut, Hubbard EZ-Strut, or equal, channel with pipe clamps and guides as required (include type to be used in submittals).
- E. Riser Clamps: Superstrut, Hubbard Holdrite, or approved equal.
- F. Offset Pipe Clamps: Superstrut, Hubbard Holdrite, or approved equal.
- G. Pipe Isolation: Hubbard Holdrite Silencer System.
- H. Sway Bracing: Where hanger rods on horizontal runs of 2 1/2" pipe and larger are 12" in length or longer from support point to top of pipe, there shall be one 3/16" x 1 1/4" steel angle brace, Superstrut (A-1200 channel) bolted to every other pipe hanger clamp and anchored to the structure. Stays to ceiling or roof shall rise at a 45° angle and be anchored per the Drawings. Alternate braces shall be installed on opposite sides.
- I. Plumbers tape or sheetmetal straps shall not be used for hanging or supporting of pipes.
- J. Space hangers and supports for horizontal copper and steel pipe according to the following schedule:

| Pipe Size  | Maximum Spacing | Rod Size |
|------------|-----------------|----------|
| 1/2"       | 5'-0"           | 3/8"     |
| 3/4" to 2" | 6'-0"           | 3/8"     |

- K. Provide two (2) hangers per section of horizontal cast iron pipe and within 18" of each joint.

## 2.5 MATERIALS

### A. Vibration Isolator Types:

1. All vibration isolators shall have either known undeflected heights or calibration markings so that, after adjustment, when carrying their load, deflection under load can be verified, determining that load is within proper range of device and that correct degree of vibration isolation is being provided according to design.
2. Minimum 95% vibration isolation.
3. All isolators shall operate in the linear portion of their load versus deflection curve. Load versus deflection curves shall be furnished by the manufacturer and must be linear over a deflection range of not less than 50% above design deflection.
4. Ratio of lateral to vertical stiffness shall be not less than 0.9 nor greater than 1.5.
5. Theoretical vertical natural frequency for each support point, based upon the load per isolator and isolator stiffness, shall not differ from design for the equipment as a whole by more than  $\pm 10\%$ .
6. Isolation above the primary vertical system resonance frequency shall follow the theoretically predicted isolation curve for single degree of freedom systems with 10% up to 50 dB or greater at all frequencies above 150 Hz.
7. All vibration isolation hardware shall be designed or treated for corrosion resistance.
8. Isolators exposed to weather shall have steel parts zinc electroplated, PVC coated, plus coating of neoprene or bitumastic paint. Aluminum components for outdoor installation shall be etched and painted with industrial grade enamel.
9. Nuts, bolts, and washers zinc electroplated.
10. Provide set of isolators with matching deflection for each piece of equipment. Select isolators in accordance with equipment weight distribution to allow for no less than static deflection specified. Minimum four isolators per piece of equipment unless otherwise specified or indicated.
11. Ends of springs shall remain parallel during deflection.
12. For each spring, provide built-in leveling bolt.
13. Equipment must be mounted absolutely level.

14. All springs selected for additional 50% capacity to be solid.
15. Install isolators to be easily adjusted or removed for replacement.
16. Use precompression type height saving brackets where deflections are 2 1/4" and over to limit exposed bolt length between top of isolator and bottom of bracket.
17. Hanger boxes shall have sufficient clearance between rod and box to permit tipping rod 15° off vertical without contact between rod or rods and spring or box.

B. Flexible Connectors:

1. The connector shall be terminated at both ends with either a flange or threaded fitting. Connectors shall have a minimum burst pressure of 500 PSI and a recommended maximum operating pressure that is greater than the design operating pressure at the temperature of the fluid. Control rods or cables should not be used unless specifically required by the manufacturer in writing.
2. Neoprene Type Flexible Connectors: Flexible connectors shall be constructed of molded neoprene reinforced with nylon tire cord fabric embedded in the neoprene during the molding process.

| Pipe Size    | Axial Compression | Axial Elongation |
|--------------|-------------------|------------------|
| Less than 2" | 0.875"            | 0.250"           |
| 2" to 3"     | 0.875"            | 0.500"           |
| 4" to 6"     | 1.000"            | 0.750"           |

The recommended maximum operating pressure shall be at least 225 PSI at temperatures below 170°F.

Mason Industries Type MFTFU and MFTNC, Metroflex twin sphere.

- C. Equipment and piping shall be maintained in a rigid position during installation. Load shall not be transferred to the isolator until the installation is complete and under full operational load.
- D. Piping shall be isolated from the building structure with vibration isolators, as specified in the Vibration Isolation Schedule.
- E. Do not support vibration isolated piping along with non-isolated piping on a common trapeze.

- F. Rigid pipe anchors are not permitted in vibration isolated piping circuits. When pipe anchors are required or indicated, use Mason Industries Type ADA.
- G. Flexible Piping: Install flexible connectors in accordance with the manufacturer's recommendations and as indicated. Check connector alignment before and after filling of system, and during operation. Correct misalignment without damage to connector and in accordance with manufacturer's recommendations. When liquid pulsation dampening is required, flexible connectors with spherical configuration shall be used.
- H. Supported Piping:
  - 1. Insulated piping outside equipment rooms: isolators not required except where connected to spring isolated equipment.
  - 2. Anchor pipes, as required, with Type 4 isolation.

## 2.6 PIPE SIZES TO EQUIPMENT

- A. Pipe sizes indicated, including required valving, shall be carried full size to equipment served. Any change of size to match equipment connection shall be made within 1'-0" of equipment. All temperature control valves with sizes smaller than connected lines, reduction shall be made immediately adjacent to valve.

## 2.7 THERMOMETERS

- A. General: Thermometers with separable wells, straight or angle mounted, as required, and installed in piping systems to be easily read. Provide extension necks where required to clear insulation. Separable sockets in ferrous piping systems and non-ferrous systems, brass or bronze. Install thermometers where easily read from floor. Install wells in oversized tees in path of water flow to be measured so that area around well is same as adjacent pipe. Install where indicated and as stated below.
- B. Temperature Ranges: Shall be within 10°F of the following: Submittal shall list specific range proposed for each application stated below:
  - 1. Domestic Hot Water: 30-180°F with 2-degree divisions.
- C. Vapor-Actuated Dial Thermometers: Bourdon tube 4 1/2" round type with Fahrenheit scale, stainless case, glass covered face.
- D. Manufacturers: Marshalltown, Taylor, H.O. Trerice Co., or Weksler.

## 2.8 PRESSURE GAUGES

- A. General: Pressure gauges shall be Grade 2A, accurate within 1/2% of scale range, Bourdon tube spring type or approved equal, with 4 1/2" dials (unless otherwise indicated) and with recalibrating screws. Gauges shall be plain cases with

screwed rings and finished in black enamel. Each gauge installed with necessary piping, including shut-off needle valve. Provide pressure snubber on each water or air pressure gauge. Provide pigtail on each steam gauge. Do not install gauges until systems are cleaned. Install gauges where easily read from floor.

- B. Pressure gauge ranges shall be such that position of pointer during normal operation will be 50% of dial range.
- C. Provide pressure gauges as required by Engineer and where indicated.
- D. Provide tees and gauge cocks as required by Engineer and where indicated.
- E. Manufacturer: Gauges manufactured by Ashcroft, Marsh Instrument Co., or H.O. Terrice or Weksler equal to Marsh's "Mastergauge". Gauge needle valve shall be Anderson Greenwood & Co.'s Type H-5 with teflon packing. Terrice 872 Series pressure snubber with brass or stainless steel body suitable for application.

## 2.9 VACUUM BREAKERS

- A. Provide where indicated and on storage tanks, Watts No. 36A-AGA and CGA listed vacuum breakers.

## 2.10 CLEAN-OUTS

- A. General: Provide Zurn, Wade or Jay R. Smith clean-outs where indicated and required by code. Same size as main with maximum size of 4". Zurn numbers used as basis of selection unless otherwise noted.
- B. Floor Clean-outs (FCO): Zurn ZN1400-2 round top floor clean-out with nickel-bronze head.
- C. Wall Clean-outs (WCO): Zurn ZN1460-8 clean-out, cast brass countersunk plug, and stainless steel access cover plate secured to plug by countersunk screw. For hub pipe, Zurn ZN1440-1.
- D. Unfinished Areas (GCO): Zurn Z1420-25 cast iron clean-out, fitted with brass countersunk plug. For hub pipe, Zurn Z1440.
- E. Grass or Planting Area (CO): Zurn 1449 located in a concrete box and cover in cast iron box and cover with concrete apron per project details.

## 2.11 UNIONS AND FLANGES

- A. Unions: Provide unions as follows:
  - 1. At each threaded or soldered connection to equipment and tanks.
  - 2. At one threaded connection to each manually operated threaded valve and cock and each threaded check valve.
  - 3. At each connection to threaded or soldered automatic valves.



4. Other locations as indicated.

#### 2.12 TRAP PRIMERS

- A. Precision Plumbing Products shall be used only where following cannot be located.
- B. From Water Closet: Sloan VBF72-A unit or approved equal.
- C. Trap Primer Valve: Automatic trap primer valve, Precision Plumbing Products Primer Valve No. 1 non-adjusting, for maximum of two (2) drains.

#### 2.13 TRAPS

- A. General: Provide traps on all fixtures connected to soil systems, except for fixtures having integral traps, and arrange so discharge from any fixture will not pass through more than one trap before reaching sewer. All traps shall have seal of not less than 2", nor more than 4".
- B. Exposed Pipe: Exposed traps for fixtures shall be chromium plated 17 gauge cast brass as specified under Fixtures Paragraph.

#### 2.14 HOSE BIBBS

- A. General: Provide all hose bibbs or hydrants with vacuum breakers. All hose bibbs to have removable metallic handles and lockshield.

#### 2.15 DRAINS

- A. General: Provide Zurn, Wade, or Jay R. Smith drains of sizes shown and types herein specified. Drains inside caulked or threaded outlet as required. Provide clamping collars for drains in areas except slab on grade and trap primer connections on all drains. Zurn numbers used as basis of selection unless otherwise noted. Indirect receptors (floor sinks) shall be installed with overflow rim 1" above finished floor.

#### 2.16 PLUMBING FIXTURES

- A. General: Provide new plumbing fixtures of type herein specified and quality shown. Lavatories and sinks to be provided with number of holes required by faucet only, unless otherwise specified.
- B. Fixtures: Complete with fittings, supports, fastening devices, faucets, valves, traps, and appurtenances required.
- C. Vitreous Ware: Non-absorbent china of even color and unmarked.
- D. Porcelain Lined Ware: Constructed of smooth, sound iron castings, properly finished, and provided with first quality, high temperature enamel.
- E. Fittings and Fixtures: Heavy brass castings properly finished and chrome-plated.

- F. Exposed IPS Piping, Nipples to Stops and Tubing: 85% red brass, chrome-plated.
- G. Escutcheons: Brass, chrome-plated.
- H. Warranty: All fixtures warranted not to craze, color, or scale.
- I. Connections: Equal height, plumb and set at right angles to floor, wall, or both, unless otherwise required or specified.
- J. Fixture Locations: As shown on Architectural Drawings.
- K. Fixture Type: All fixtures shall be by one manufacturer unless otherwise noted.

## 2.17 MANUFACTURERS

- A. China or Cast Iron Fittings: American Standard, Eljer, Crane, or Kohler.
- B. Stainless Steel Fixtures: Moen, Just, or Elkay. Minimum 18 gauge stainless steel unless specified otherwise.
- C. Fixture Trim: Where American Standard is specified, Symmons, Delta, Kohler, T & S Brass or Chicago shall be acceptable and shall be the product of a single manufacturer. For Chicago type faucets, provide repair kit equal to Chicago 273 and one complete faucet for each type for American Standard, Kohler, or Delta.
- D. Carriers: Jay R. Smith, Zurn, or MIFAB. Zurn numbers used as basis for selection where specific selection is shown. Determine from Drawings required hand and type.
- E. Flush Valves: Sloan, Zurn, or Delaney valve.
- F. Toilet Seat: Olsonite, Church, or Beneke.
- G. Mixing Valves: Lawler ITT or Powers Regulator Co.
- H. Vacuum Breakers: Acme, Cash, Watts Regulator, or Chicago Faucet Co.
- I. Drinking Fountain: Sunroc, Elkay, Western, Halsey-Taylor, or Haws.

## PART III - EXECUTION

### 3.1 EXCAVATING AND BACKFILLING

- A. Perform all necessary excavation and backfill required for installation of mechanical work. Any work damaged during excavation and backfilling shall be repaired at Contractor's expense.
- B. Verification of Existing Conditions:

1. It shall be one of the responsibilities under this Section to examine the site of work and, after investigation, to determine the character of the materials to be encountered and the existing conditions affecting the work.
  2. Excavation shall be unclassified and shall include the removal of all buried obstructions within the area to be excavated.
- C. Trench for underground pipelines shall be to the required depths. Maintain excavations free of water while installing pipe and until backfilling.
  - D. Tamp bottom of trenches to uniform grade and excavate bell holes where necessary to insure that pipe rests for entire length on solid ground. Should rock be encountered, excavate to 6" below bottom of pipe and rock surface with well tamped and compacted 1/2" to 1 1/2" broken stone or gravel sand before laying pipe.
  - E. When piping has been installed, tested, inspected, and approved, backfill excavations with clean earth from excavation or with imported sandy soil in layers not exceeding 8"; moisten and machine tamp and restore the ground or paving to original condition.
  - F. Backfill shall be compacted to a density of 90% as determined by the laboratory test procedure in ASTM D1557.
  - G. During progress of work, Owner may have compaction tests made under direction of testing laboratory for all compacted fill. If found not to meet Specification, Contractor shall excavate and recompact fill at no additional cost to Owner.
  - H. Following backfilling, grade all trenches to level of surrounding sub-grade. All excess soil shall be located per Owner's instructions.
  - I. After backfilling, remove from the premises all surplus earth resulting from this work and dispose of same off the site.

### 3.2 PIPING - GENERAL

- A. Thoroughly clean all pipe and maintain in clean condition during construction temporarily capping or plugging ends of pipe when not being worked on.
- B. Cut pipes accurately to measurements established at the site and work into place without springing or undue forcing and out of the way of openings, ductwork, and equipment; ream ends of screwed pipes and tubing to original bore before connecting together.
- C. Run piping concealed except as noted otherwise with vertical lines plumb and horizontal lines installed to maintain uniform slope.

- D. Protect all piping located over switchboards, electrical machinery, or equipment against condensation.
- E. Arrange water piping for drainage at low points; place drain valves to be accessible.
- F. Isolate all water piping from hangers, walls, etc. with Hubbard Holdrite Silencer System or approved equal, to alleviate any noise transmission when water is flowing.
- G. Make up screw joints with approved pipe joint compound applied to male threads only.
- H. Solder joints in copper tubing with lead free soft solder and flux. All joints to be cleaned bright before soldering.
- I. Where changes in pipe size occur, use only reducing fittings. For drainage pipe changes in direction, use long sweep bends where possible; otherwise, use short sweep 1/4 bends or combination Wye and 1/8 bends. Use sanitary Tee branches only for horizontal branches discharging to stacks.
- J. Unions: Provide screwed unions or flanges in locations required for disconnecting and connecting of all equipment, traps, by-passes, and fixture traps.
- K. Flash roof vent piping through roof with 24 gauge or heavier galvanized flashing. Make watertight with black fibrous mastic. Extend flashing into roofing felt 12" from pipes.
- L. Pipe runs in masonry and concrete floors shall be sleeved for protection. Use SDR 35 PVC piping at least one size larger than piping run.
- M. Chase or sleeve all lines rising in footings and where running concealed through walls.
- N. Caulk space between pipes and sleeves in exterior walls and in concrete slabs with graphite packing and waterproof plastic compound; caulk with Dow Corning #3-6548 Silicone RTV Foam per manufacturer's recommendations at fire walls.
- O. Where pipes pass through slabs with waterproofing membrane, install 16 oz copper flashing sleeves at a minimum of 8" from edge of sleeve. Caulk space between pipe and sleeve with non-hardening mastic.
- P. Place escutcheons, stamped with #16 gauge steel and chromium plated, on pipes passing through sleeves in walls, floors or ceiling where exposed to view within a finished area. Grout in all other lines.
- Q. Water pipe is sized per 5 FPS velocity to eliminate water hammer arrestors. Do not change pipe sizing from Drawings.

- R. Support piping where necessary at sufficiently close intervals (and 24" from each fitting and change of direction) to keep it in alignment and to prevent sagging.
- S. All exposed pipe and trim at fixtures shall be chrome-plated.
- T. Anchor vertical risers with hooks, brackets, or clamps to make rigid.
- U. All changes of direction of piping shall be made with fittings. Do not bend pipe or hard copper water tubing.

### 3.3 PIPING INSTALLATION

- A. General: Piping installed approximately as indicated, direct as possible without unnecessary offsets or fittings, and parallel with building lines. Install vertical risers plumb. Locate valves for accessibility. Point out to Architect when there is an obstacle in the way of valve accessibility before installing valve.
- B. Layout: Maintain maximum head room under piping. Contractor to coordinate line locations with beams, windows, etc. to provide maximum clearance. From Drawings, ascertain heights of suspended ceilings and size of pipe shafts in which piping is concealed, and location and size of structural members in and adjacent to pipe shafts. Coordinate piping installation with ductwork, lighting, and other equipment. Necessary clearances on trim plates at exposed penetrations of walls and floors. If sufficient room is not available above suspended ceiling or vertical shafts, obtain clarification from Architect before work is started.
- C. Slopes: Horizontal piping shall slope uniformly without sags or humps to provide for complete drainage of systems and elimination of air. Low points shall have drain valves accessibly located. High points in closed systems shall be vented by manual air vents. Drainage piping shall slope as required by code or as indicated.

### 3.4 SOIL, WASTE, DRAIN, AND VENTING

- A. Installation:
  1. Run piping in the approximate location shown on the Drawings, graded 1/4" per foot in buildings. Lay sewers in straight lines at a uniform grade of 1/4" per foot or as noted on the Drawings.
  2. Keep stopper in mouth of pipe when pipe laying is not in progress.
  3. Prior to starting any new work, run waste piping adjacent to existing piping from existing main waste, under existing slab, and make connections on off hours so as to maintain operating of any existing facilities. Contractor to inquire from Owner the time to make tie-in to existing systems (all new pipe shall be cast iron).
  4. Install traps and fresh air inlets where required by code regulations.

5. Extend vents through roof. Vents may be combined in accordance with the Uniform Plumbing Code. (Combination of cross section of all venting piping in each building shall equal the waste size cross section leaving that building.)
6. Install clean-outs at ends of horizontal runs in excess of 5'-0" and every 100'-0" of horizontal run.
7. Make up clean-out plugs with graphite and oil to facilitate easy removal.
8. Deliver to the Owner at completion of work two (2) suitable wrenches for each type of clean-out installed.
9. Take necessary precautions to protect clean-outs during course of construction.
10. All drains shall be properly trapped and vented and supplied with water where required by code authorities. Give special care to drains located in areas that are pitched for drainage so that uniform slope will be obtained.

### 3.5 WATER PIPING SYSTEM

#### A. Installation:

1. Extend piping for hot and cold water, including mains, risers and supplies to fixtures and indicated equipment.
2. Pitch piping as required for drainage.
3. Insulate all domestic hot and hot water return piping and fittings.
4. Make changes in pipe sizes with reducing tees or reducer fittings. Use of bushings or street elbows is not permitted.
5. Install a ball valve for 2" and smaller and butterfly valve for 2 1/2" and larger in each domestic water line to each fixture group so that each group can be shut off without shutting down the other parts of the system.
6. Install unions on each branch line that are not flanged type fittings, adjacent to each screwed valve, on all lines connecting to equipment, and where otherwise indicated.
7. Water heater temperature and pressure relief to run to outside of building +6" above grade OR to fixture indicated on Drawings. Provide air gaps as required by code.
8. No water piping will be permitted below slab on grade (unless shown on Drawings).

### 3.6 GAS PIPING SYSTEM

#### A. Installation:

1. Arrange with Owner and gas supply company before turning meter off for tie-in for new regulator installation in location shown.
2. Make necessary connections to supply service to equipment as shown. Make installation in accordance with requirements of governing codes and the National Fire Protection Association.

### 3.7 FABRICATION

A. Cut pipe accurately to measurements established at building; work into place without springing or forcing; and clear all windows, doors, and other openings. Cutting or other weakening of building structure to facilitate piping installation not permitted. Ream all piping to remove burrs and install to permit free expansion and contraction without damage. Make all changes in direction with fittings and changes in main sizes through eccentric reducing fittings with top of pipe flat. Piping at tanks, converters, generators, pumps, etc. supported independently so pipe weight is not supported by equipment. Provide the following:

1. Swing joints or run-outs to equipment with swing connections, expansion loops, and/or devices at all other points for flexible piping system.
2. Shut-off valves, balancing valves, and unions or flanges at each branch and in supply and return to each item of equipment. Valves and unions or flanges suitably located to isolate each unit; branch circuit or section of piping to facilitate maintenance and removal of all equipment and apparatus.
3. Drain piping from pump glands, relief valves, etc. to spill over open sight drains, floor sinks, or other acceptable discharge points terminating drain line with plain end (unthreaded) pipe and with minimum 1" air gap.
4. Caps or plugs for all open ends of pipe and equipment during installation to keep out dirt and other foreign matter.
5. Necessary temporary connections, valves, oversize flushing connections, pumps, etc. as required to properly clean and test system.

### 3.8 TESTING, ADJUSTING, AND CLEANING

A. Test all piping, valves, clean-outs, etc. as listed below and provide the Architect with certified copies of test results. The inspection authority having jurisdiction and the supervising Architect shall be notified at least 24 hours prior to performance of all tests so that they may be witnessed.

1. All water piping shall be tested to 100 PSIG with potable water and held for 8 hours without drop in pressure before it is covered and concealed. Equipment and personnel shall be protected from this test pressure.
  2. All gas piping shall be tested to 50 PSIG for 8 hours without drop in pressure. Equipment and personnel shall be protected from this test pressure. Test new piping to existing structures (if any) prior to tie-in to existing gas.
  3. All parts of the soil and waste system shall be tested hydraulically by filling to the highest vent point with water. Piping may be tested in sections but shall be subjected to a head not less than 10'-0". Stand-pipe installed for head test shall be 2" minimum. Test pressure shall be held for 15 minutes before inspection starts and water level shall remain stationary for not less than 1 hour.
- B. Adjust and regulate all faucets, valves, water heating equipment, etc. and turn over to the Owner in perfect working order.
- C. Floor drain strainers and clean-out covers shall be freed, cleaned, and polished.
- D. Upon completion of the work, clean all equipment and piping installed under this Section and thoroughly wash and polish all plumbing fixtures, fittings, and trim, removing labels therefrom.

### 3.9 CHLORINATION

- A. Upon completion of all tests and necessary replacements, all domestic water piping shall be disinfected. Chlorination shall be accomplished by personnel in employ of a firm licensed to do this type of work. After the work has been accomplished, provide the Owner and Architect with a statement from the laboratory indicating the water is suitable for human consumption.
- B. The system shall be charged with a chlorine solution of at least 50 PPM residual chlorine. The solution shall be distributed evenly throughout the system until flowing out furthest outlets. The strong chlorine solution shall remain in the system for a minimum of 24 hours. The strength of the solution shall be confirmed at over 10 PPM at the end of the 24 hour period.
- C. Flush thoroughly and submit bacteriological samples to a certified laboratory which shall certify in writing that the water is suitable for drinking.

### 3.10 VALVE TAGS, PIPE TAGS, AND CHARTS

- A. See Section 150500.

### 3.11 OPERATIONAL AND MAINTENANCE MANUAL

Three (3) copies of operational and maintenance manuals are to be supplied to the Owner.



Wald Ruhnke & Dost Architects LLP  
Santa Cruz, California

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009

\*\*\*\* END OF SECTION \*\*\*\*

## SECTION 155000 - FIRE PROTECTION SYSTEM

### PART I - GENERAL

#### 1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section 150500, *Mechanical General*, and Division 1 are hereby a part of this Section as fully as if repeated herein.

#### 1.2 SCOPE

- A. Furnish all labor, materials, equipment and services required for and/or reasonably incidental to the completion of the complete hydraulic calculated sprinkler system per NFPA 13 and other governing agencies.

#### 1.3 APPROVALS

- A. Obtain written approval from the following agencies for submittal requirements:
  - 1. Fire Marshal:

#### 1.4 WORK INCLUDED IN THIS SECTION

- A. Furnish all labor, materials, equipment and services required for and/or reasonably incidental to the completion of the following work:
  - 1. Complete hydraulic wet-pipe automatic fire sprinkler system shall be provided through all portions of the existing building. First floor warehouse/workshop & file storage areas of building shall be calculated for, Group 2 Ordinary Hazard . All office areas of building shall be calculated for, Light Hazard. The entire building automatic sprinkler system shall provide adequate protection for these areas per NFPA 13.
  - 2. Sprinkler heads and piping are required at all areas shown on Architectural and/or Structural Drawings.
  - 3. Revise bracing & support of alarm bell flow switch riser. See Drawing for location of riser. Alarm bell shall be located a minimum of 7'-0" above the ground.
  - 4. All painting of portions of the fire protection system required to be primed and painted by the local Fire Marshal, building department, Architect or Rating Agency.
  - 5. Conformance to all design requirements of the local Fire Marshal and the Rating Agency. Preparation of all required Shop Drawings and details for the approval and installation of the system.

6. Coordination of installation of electrical conduit for supervisory systems. Provide all contacts required.
7. Arranging for all required inspections by the local official and by the Rating Agency. Cost of all testing and of special inspections required by them.

#### 1.5 RELATED WORK UNDER OTHER SECTIONS

- A. The following work is not in the work under this Section, but is covered in other Sections.
  1. Installation and connection of the electrical conduit for supervisory systems as shown on the Electrical drawings.
  2. Installation of the fire alarm systems, Electrical drawings.

#### 1.6 CODE REQUIREMENTS

- A. All work shall conform to the requirements of the applicable Federal, State and local building and safety codes, ordinances and regulations.
- B. Special attention shall be given to local fire regulations and the regulations of the local fire department and building department.
- C. Special attention shall be given to local rulings of the Rating Agency.
- D. Nothing in this Specification or on the Drawings shall be construed as permitting a departure from any applicable Federal, State or local building and safety code, ordinance or regulation, or from any requirements of the local fire department, building department and/or Rating Agency.

#### 1.7 RATING AGENCY

- A. Whenever the words "Rating Agency" are used in this Specification, they shall mean the insurance underwriters.

#### 1.8 SUB-CONTRACTOR QUALIFICATIONS

- A. This Contractor must be a C-16 Contractor, licensed by the State of California Contractor's Licensing Board. No portion of the fire protection system (performed on the job site) shall be subcontracted.
- B. This Contractor must prepare and submit Shop Drawings and inspection certificates prior to submitting to the local Fire Marshal, to the Rating Agency and the Architect, in a timely manner.

## 1.9 SHOP DRAWINGS AND SUBMITTALS

- A. Shop Drawings and material submittals for the work under this Section shall be submitted to the Architect for approval prior to submitting to fire department and starting any work.
1. Submit six (6) blue-line or black-line sets of Shop Drawings prior to installation. Shop Drawings shall be submitted for interim approval to the Architect prior to approval by Fire Marshal and Rating Agency.
  2. Submit six (6) sets of the material lists and manufacturer's cuts. This shall include all material to be used on the job. Substitution of material shall be approved by the Architect prior to installation.
  3. Shop Drawings shall show all details and information required by NFPA 13. In addition, all earthquake bracing (longitudinal and lateral) shall be shown. If unnecessary deviation from Drawings are made by Contractor which cause additional cost to the Owner, Contractor shall submit the changes to the Architect for compliance verification and the additional cost shall be borne by the Contractor.
  4. Shop Drawings submitted for final inspection shall bear the stamps of approval/acceptance of all agencies (local officials and Rating Agency) on each sheet of the same six (6) sets of Shop Drawings.
  5. Shop Drawings submitted for final acceptance shall be accompanied by the Letter of Comment from the local Fire Marshal and the Rating Agency.
  6. Final Record Drawings shall be submitted in accordance with Paragraph A above and paragraph Record Drawings of this Section, showing exact dimensional locations of all underground piping and of all risers, mains and cross-mains.
  7. On completion of the job, furnish the Architect with a copy of the "Contractor's Material and Test Certificate" (Part A and/or B), signed by the local Fire Marshal, and a copy of the Transmittal Letter sending the certificate to the Rating Agency.

## 1.10 DESIGN OF SYSTEM

- A. The existing riser location is shown on the Drawings. Any request for changes must be submitted to the Architect 48 hours prior to bid times for consideration.
- B. All work shall be designed in accordance with the requirements of local Fire Marshal, the Rating Agency, the latest editions of NFPA 13 and the appropriate edition of the Uniform Building Code and the Uniform Fire Code (as modified by local ordinance or ruling).

- C. Each building's sprinkler system shall be hydraulically calculated for the hazards or commodity indicated in Section 1.4.
- D. Calculations shall be based upon the water supply available at the connection with the City water main. Sprinkler Contractor shall be responsible for representative accurate water test.
- E. The Sprinkler Contractor shall refer to the Architectural, Structural, Mechanical, and Electrical Drawings and coordinate the system layout to not interfere with the arrangement of lighting fixtures, grilles, diffusers, ductwork, equipment and piping in existing Building.
- F. Fire protection system lines shall be designed so as to avoid all other utility lines, conduit and structural components shown on the Drawings. Fire protection system lines must give way to all gravity lines. Notify Architect if conflicts cannot be coordinated in the field.
- G. Cutting structural members shall not be allowed, unless otherwise approved by the Structural Engineer or the Architect.

## PART II - PRODUCTS

### 2.1 MATERIALS

- A. All materials that are not part of the existing system shall be new and currently listed in the Underwriters' Laboratories, Inc. Fire Protection Equipment List and shall be acceptable to the local Fire Marshal. Material that is pending approval shall not be acceptable.
- B. Above ground piping to be ANSI/ASTM A53 electric resistance welded and seamless carbon steel pipe. 1 1/2 in. and smaller use Schedule 40 with threaded fittings, 2" and greater shall be welded or roll grooved, minimum wall thickness for 300 psi in accordance with Schedule 10 up to 5 in., 0.134 in. wall for 6 in. pipe, and 0.188 in. wall for 8 in. and 10 in. pipe.
- C. Overhead piping, fittings and hanger material shall conform to the requirements outlined in NFPA 13, Chapter 3 and/or SMACNA.
- D. Chrome plated escutcheon plates shall be provided where sprinkler piping passes through walls, floors or ceilings.
- E. The escutcheons shall be the same size throughout the building and shall match ceiling decor.
- F. A metal box containing replacement sprinkler heads shall be mounted near the riser inside the building and shall contain at least 6 heads and at least 2 of each type of head installed in the building. Also included shall be one wrench for each type of head used in the building.

- G. Bushings shall not be used.
- H. Provide and install head guards on sprinkler heads in areas where they could be damaged (stairwells, mechanical rooms, electrical rooms, emergency generator rooms, etc.).
- I. Electric Bell:
  - 1. Existing bell shall be tested for operability. If bell is inoperative, it shall be replaced as follows.
  - 2. Potter or approved equal.
  - 3. Diameter of bell to be 8".
  - 4. UL and FM approved.
  - 5. Mount in location as shown on Drawings.

2.2 HANGERS, INSERTS, AND SUPPORT

- A. General: Provide hangers, brackets, supports, anchors and related appurtenances as required to support all piping and equipment provided under this Section. Piping and equipment supports shall conform to NFPA 13.
- B. Piping supports shall conform to hanger details on Drawings and NFPA 13.
- C. Manufacturers: Superstrut, Elden, Fee and Mason, Grinnell or approved equal.
- D. Floor Supports: Provide, where required, necessary floor supports for piping and equipment. Supports shall be fabricated from structural members or shall be masonry piers.
- E. Sway Bracing: Per NFPA 13, Drawings and details.

2.3 SPRINKLER VALVES

- A. Manufacturer: Selection based on Stockham, Stockham, Kennedy, Walworth or Lunkenheimer, only, unless otherwise noted. All valves must be submitted and meet rating as scheduled below. No foreign manufactured valves shall be used.
- B. Valve pressure not less than 175 PSIG, except drain valves.
- C. Valves:

| Valve Type                       | Fig. No. | Material                 | Working Pressure W.O.G. |
|----------------------------------|----------|--------------------------|-------------------------|
| Isolation /<br>Sprinkler Control | G-667    | Iron Body Bronze Mounted | 250 PSIG                |

|                           |        |                          |          |
|---------------------------|--------|--------------------------|----------|
| Valve (OS&Y)              |        |                          |          |
| Drain Valve               | G-679  | Iron Body Bronze Mounted | 150 PSIG |
| Wafer Check 2" and larger | WG-970 | Iron Body Bronze Mounted | 250 PSIG |
| Check 2 1/2" and larger   | F-947  | Iron Body Bronze Mounted | 250 PSIG |
| Angle Valve               | B-229  | Bronze                   | 300 PSIG |
| Globe Valve               | B-29   | Bronze                   | 300 PSIG |

1. Butterfly Valve: Demco Series NE-H or Kennedy Gruvlok, UL listed, may be used in lieu of OS&Y for system on 175 PSIG or lower. 4" and larger shall be gear operated.
2. Gauges: USA Gauge P-1590 sprinkler gauge, 4 1/2" dial, fitted with gauge valve shut-off, locations as required by NFPA Pamphlet 13. Gauge must have UL listing.
3. Ball Drips: Powhattan 23-148 3/4" straight or 23-181 angle, piped to drain, or as shown.
4. Check Valves:
  - a. Wafer check to be used when installing on fire department connection main.
  - b. Swing check used when in valve box.

## 2.4 SPRINKLER HEADS

- A. Exposed Ceiling Construction: Exposed upright automatic fusible link type, plain brass finish, equal to Tyco, TY-FRB.
- B. Finished Ceiling: Contractor to check with Architect on color to have manufacturer paint cover plates.
  1. Concealed: Concealed pendant automatic fusible link type, equal to Tyco, "Royal Flush II".
  2. Recessed: Recessed pendant automatic fusible link type, equal to Tyco, TY-FRB.
- C. Sidewall Heads: Contractor to check with Architect on color to have manufacturer paint cover plates.
  1. Recessed horizontal sidewall automatic fusible link type equal to Tyco, TY-FRB.
- D. Pendant Dry Heads: Equal to Tyco, TY-FRB. Install in cold boxes or areas where pipe is in heated area and the head is installed in freezing area.

- E. All heads, except as noted, to have temperature rating at 165°F/286°F. Set head at and around heating devices suitable under normal operation to eliminate false alarm by generated heat.
- F. Submittal: Submit 2 of each type of sprinkler head, complete with canopy, for Architect's review prior to ordering heads.

### PART III - EXECUTION

#### 3.1 GENERAL REQUIREMENTS

- A. Prior to bid, visit the job site and familiarize with local conditions, including verification of the location of the existing utilities.
- B. All piping shall be installed in a manner acceptable to the local, County or State Fire Marshal and the Rating Agency.
- C. All piping shall be pressure tested and flushed according to the procedures set forth in NFPA 13 and witnessed by the General Contractor, City of Santa Cruz Fire Marshal and Rating Agency.
- D. All equipment installed under this Contract shall be properly thrust blocked and earthquake braced. This Contractor shall be responsible for the proper design and installation of the equipment and for satisfying the City of Santa Cruz Fire Marshal and the Rating Agency that these requirements have been met. Shop Drawings shall show locations of earthquake bracing, both lateral and longitudinal.
- E. All equipment installed under this Contract shall be protected from external damage. This Contractor shall be responsible for the proper design and installation of the equipment, and for satisfying the City of Santa Cruz Fire Marshal, the Rating Agency and the Architect that these requirements have been met. Shop Drawings shall show details of protective equipment.
- F. All penetrations shall be core drilled. All penetrations shall be approved by the Architect before drilling.
- G. This Contractor shall be responsible for any damage to other work caused by this installation or by leaks in the fire protection lines.
- H. This Contractor shall be responsible for coordinating his/her work with the General, Electrical, Mechanical, and Plumbing Contractors, and with other trades.
- I. All work shall be done in a neat and workmanlike manner. All heads to be located on center or quarter points of ceiling tiles unless otherwise noted. Location of sprinkler heads shall take note of obstructions.



- J. Escutcheons shall not be permitted closer than 6" to T-bar ceiling members if conflicts with lights or grilles do not permit the centering of the heads in the tiles. Architect shall have final approval on exact location of sprinkler heads. Escutcheons shall not be mounted closer than 6" to any other ceiling mounted device.

### 3.2 TOOLS

- A. All special tools for proper operation and maintenance of the equipment provided under this Section shall be delivered to the Owner's representative and a receipt requested for same.

### 3.3 IDENTIFICATION

A. Valves:

1. Attach 1 1/2" square brass tags stamped with designating number 1/2" high, filled in with red enamel, to each valve.
2. Securely fasten valve tag to valve spindle or handle with a brass chain.

B. Schedules and Charts:

1. Furnish to Owner's representative three (3) complete framed plastic laminated valve tag schedules. Schedule shall indicate tag number, valve location by floor and nearest column number, valve size and fire area controlled.
2. Furnish three (3) framed plastic laminated diagrammatic charts showing schematically the complete sprinkler system, with major control valves and valve numbers.
3. Furnish one (1) framed plastic laminated placard at each sprinkler riser, indicating the basic hydraulic data as required by NFPA 13 or local Fire Marshal.

C. Piping Identification:

1. Apply color coded polyvinyl chloride pipe bands identifying service and direction of flow per Section 150500.
2. On exposed or concealed piping installed above removable ceiling panels, apply bands at 20'-0" on centers at straight runs, at valve locations, and at points where piping enters and leaves a partition, wall, floor, or ceiling.
3. On concealed piping installed above non-removable ceiling construction, or in pipe shafts, apply bands at valves or other devices that are made accessible by means of access doors or panels.

4. Apply bands at exit and entrance points at each piece of equipment.
5. Band widths shall be 8" for pipes up to 10" diameter, and 16" for larger diameter piping. Letter heights stating service shall be pre-printed on band, 3/4" high for 8" bands and 1 1/4" high for 16" bands.
6. Colors shall conform to ASA Standard A13.1.
7. Tags and bands shall be approved for this service.

#### 3.4 SPRINKLER DRAINS AND TEST CONNECTION

- A. Provide all necessary drain valves, drain risers, capped nipples, auxiliary piping, etc. as required to drain the system risers and mains, and all trapped portions of the system. Drain valves which are not connected to drain pipes leading to floor drains shall be hose end type.
- B. Main drains and test connections shall be piped to spill on/in floor drain or grade on concrete splash block.
- C. Provide all piping required to spill the drains and test connections to the floor, funnel or other drainage connections provided under the plumbing contract, or arrange with the plumbing trade to provide additional drainage facilities, in which case pay all charges related to the additional plumbing construction work.

#### 3.5 TAGS

- A. Provide all designated signs on shut-off valves, control valves, alarms, etc. as required by the agencies having jurisdiction.

#### 3.6 TESTING

- A. All sprinkler system piping must be hydrostatically tested for a period of two (2) hours in the presence of the Owner or his/her designee.
- B. Test pressure shall be 50 PSI in excess of maximum water pressure or 200 PSI, whichever is greater.
- C. Leakage from any fittings may be corrected by tightening or replacement of defective materials only. Use of sealant materials is expressly prohibited and unacceptable to the Owner as a corrective measure.
- D. Gauges used in testing shall be identified as to accuracy, or provided by Owner, at his/her option.
- E. Blind flanges or inserts used for testing shall be placed in the system and removed from the system in the presence of the Owner or his/her designee. These devices shall be clearly marked and vividly painted to permit casual observance of their addition to the system.

### 3.7 RECORD DRAWINGS

- A. Keep a current set of Record Drawings on the job at all times. These Drawings shall be updated as changes are made and shall be kept in the Construction Office. Also, see Special Conditions and Mechanical General, Section 150500.
- B. Keep a current set of Specifications and material lists, with catalog cuts, in the Construction Office at all times.
- C. On completion of the project, submit to the Architect, three (3) copies of a loose leaf manual containing manufacturer's cuts for all equipment.

### 3.8 CLEAN-UP

- A. Perform the work under this Section so as to keep affected portions of the site neat, clean and orderly at all times. Upon completion of the work under this Section, immediately remove all surplus materials, rubbish and equipment associated with or used in the performance of this work. Failure to perform such clean-up operations within 24 hours of notice by the Owner or General Contractor shall be considered adequate grounds for the work to be done by others at this Sub-Contractor's expense.

### 3.9 ADDITIONS AND DELETIONS

- A. As part of the bid proposal, the Contractor shall submit a fixed cost price, including all necessary threading, one fitting, one hanger, sprinkler head, and labor for a 10'-0" length of pipe of each size from 1" to 8", and for all valves from 1" to 8" in size. The fixed cost shall be submitted for both the addition to the approved system and the deletion from the approved system design.
- B. An addition and deletion fixed price is also to be submitted to cover labor and equipment for each size system device of the designed system.

### 3.10 OPERATIONAL AND MAINTENANCE MANUALS

- A. Three (3) complete sets of operational and maintenance booklets shall be supplied to the Architect with Record Drawings.

\*\*\*\* END OF SECTION \*\*\*\*

## SECTION 158000 - HEATING, VENTILATING AND AIR CONDITIONING

### PART I - GENERAL

#### 1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section 150500, *Mechanical General*, and Division 1 are hereby a part of this Section as fully as if repeated herein.

#### 1.2 SCOPE

- A. Provide labor, material, equipment, and services to furnish and install complete heating, ventilating and air conditioning systems which shall include, but not necessarily be limited to equipment, ductwork, and temperature controls.
- B. Demolition: Remove existing equipment, ductwork, and related items in existing building and as indicated on Drawings.

#### 1.3 SUBMITTALS

- A. Submit for review the required copies of a complete list of materials proposed for use, accompanied by manufacturer's data sheets giving sizes, capacities, etc. See General Conditions for requirements. Such list shall include the following:
  - 1. Packaged air conditioner units.
  - 2. Split system outdoor units and coils.
  - 3. Fans.
  - 4. Filter banks.
  - 5. Filters.
  - 6. Ductwork.
  - 7. Insulation.
  - 8. Dampers and sheet metal specialties.
  - 9. Flues.
  - 10. Fire and fire/smoke dampers.
  - 11. Diffusers, registers, and grilles.
  - 12. Louvers and roof inlets/outlets.
  - 13. Vibration isolators.

14. Mechanical supports.
  15. Balancing agency and protocol.
  16. Thermostats.
  17. Control dampers
  18. Controls.
- B. No substitute materials or equipment may be installed without the written approval of the Engineer.
  - C. All additional costs incurred by the substitution of material or equipment, or the installation thereof, whether architectural, structural, mechanical, electrical, or plumbing, shall be borne by the Contractor.
  - D. For equipment specifically fabricated for this project, Shop Drawings and detailed description shall be submitted.
  - E. Quality of Shop Drawings and reproduced prints shall be equal to the Architectural Drawings. Prints shall be black-line or blue-line type on white background. Furnish prints of each diagram and schedule sheet with maintenance manuals.

#### 1.4 FINISH AND PAINTING

- A. Prime and paint diffuser boot and duct interiors where visible through grilles with a matte black finish.
- B. Prime and paint louver or grille interiors where required by Architect.
- C. Provide factory off-white finish as standard. Provide prime-painted grilles, registers and louvers where required by Architect for field painting under other Sections.

#### 1.5 DEFINITIONS FOR "EXPOSED" AND "CONCEALED"

- A. Concealed: "Concealed" means hidden from sight in normally inaccessible areas such as trenches, chases, furred in spaces, areas above drop ceilings, crawl spaces, attic spaces, or pipe shafts.
- B. Exposed: "Exposed" means not "concealed", as defined previously. Exceptions to these definitions are specified. Service tunnels, mechanical equipment rooms, and storage areas; unfinished rooms are considered exposed.

#### 1.6 SEISMIC

- A. Seismic restraints for all equipment and ductwork shall be provided and installed by the Contractor using the details and schedules contained in the publication, "Guidelines for Seismic Restraints of Mechanical Systems", by SMACNA of Los

Angeles. All seismic restraints provided using the schedules in this manual shall be considered to be for "essential buildings" or "life safety equipment". Equipment requiring vibration isolators shall be provided with seismic type vibration isolators or restraining devices as shown on Drawings for lateral loads. See Section 15050, Mechanical General, for additional requirements.

## PART II - PRODUCTS

### 2.1 HVAC EQUIPMENT

- A. See Drawings for additional equipment data. Furnish and install all equipment in accordance with Drawings, manufacturer's recommendations and all applicable codes.
- B. Fans:
  - 1. Roof Exhaust Fans (Centrifugal): Roof exhaust fan housing shall be constructed of heavy gauge spun aluminum or low silhouette heavy gauge fabricated aluminum and shall be fully weatherproof. Fan wheel shall be aluminum construction, non-overloading centrifugal type. Motor and fan wheel assembly shall be mounted on vibration isolators. Fan shall be completed with bird screen, gravity backdraft damper and roof curb.
  - 2. In-line Fan (Centrifugal): Fan housing shall be constructed of acoustically insulated heavy gauge steel. Fan wheel shall be centrifugal type. Fan wheel and motor assembly shall be mounted on vibration isolators and shall be completely removable from the housing. Fan shall be complete with grilles, backdraft damper and roof cap.

### 2.2 FILTERS

- A. Filter(s) shall be size and number required for equipment.
- B. Filter(s) shall be permanent type, Class 2 UL listed or as indicated on plans.
- C. Air Conditioner filter(s) shall be 30% efficiency or as indicated on plans.

### 2.3 DUCTWORK

- A. Duct Construction: Construction of ductwork shall be as follows:
  - 1. Galvanized sheetmetal of thickness recommended in Table 1-4 of the latest edition of the SMACNA HVAC Duct Construction Standards, for 2" w.g., 2500 FPM maximum velocity, except no ducts shall be less than 24 gauge. Fabricate in accordance with SMACNA Standards except where otherwise specified or indicated.

2. Rectangular Ductwork: Groove and Pittsburgh lock seams and slip joints shall be used for all low pressure rectangular ducts. Contractor may use manufactured duct joint systems by Ductmate Industries, Ductmate "35" System for rectangular ducts, and Ductmate "Spiralmate" for round spiral sheetmetal duct. Provide duct joint systems where indicated on Drawings. Joint systems may be used on concealed ductwork at Contractor's option. Install per manufacturer's recommendations.

B. Flexible ducts shall conform to the following requirements:

1. Flexible ducts shall consist of an exterior reinforced laminated vapor barrier, 1 1/2" thick, 3/4 lb density fiberglass insulation (U = 0.23 at 50 F) encapsulated spring steel wire helix and impervious, smooth, non-perforated interior vinyl liner. Duct shall be rated for 2" w.g. (positive), 0.5" w.g. (negative) 4000 FPM velocity and 180 F. Flame spread of not over 25, smoke developed of not over 50. Duct shall conform to requirements for Class I, UL 181, and NFPA 90A and 90B.

#### 2.4 DUCT INSULATION AND LINING

- A. Duct insulation shall be Owens-Corning 1 1/2" type 100 RFK, Schuller 1 1/2" thick Microlite type FSK or approved equal, faced fiberglass ductwrap, R = 4.2 at approximate installed thickness. Flame spread of not over 25, smoke developed of not over 50. Insulation shall conform to requirements for Class I, UL 181, and NFPA 90A and 90B.
- B. Acoustic duct liner shall be Class 13, Owens-Corning Aeroflex duct liner, type 300, 1" thick, unless otherwise indicated, average thermal conductivity of 0.24 per inch of thickness at 75 F mean temperature.
- C. All ducts exposed in non-conditioned space or outdoors shall be lined with 1" Owens-Corning Duct Liner Board or 1" Schuller "Linacoustic R" Duct Liner Board unless otherwise noted on plans.

#### 2.5 DAMPERS AND SHEETMETAL SPECIALTIES

- A. Single blade volume dampers, job or factory fabricated of galvanized steel, two gauges heavier than duct and no longer than 12" x 48" reinforced or crimped for rigidity with pivot rod extending through duct. Positioning device shall be locking lever and quadrant.

Multi-louver volume dampers shall be opposed blade acting type in ducts over 12" with locking lever and quadrant. Damper blades shall not be over 6" wide; maximum unsupported blade length shall not exceed 48".

- B. Flexible duct connectors at equipment shall be UL listed and provided with 24 gauge galvanized sheetmetal sun screen where exposed to weather.
- C. Volume extractors shall efficiently divert, equalize and control air flow from main ducts into take-off and remain aligned. Extractor shall have a series of

radius vanes attached to pivoting frame and bracket, gang operated, with all vanes synchronized to move as a unit. Vanes shall be capable of being set from open (45°) to closed position. Extractors installed in duct take-offs 12" and smaller shall have maximum of 2" spacing for vanes. Blades shall be two gauges heavier than duct.

- D. Metal gauges, joints, bracings, duct supports and turning vanes shall conform to SMACNA HVAC Duct Construction Standards as minimum standard, and as specified and/or shown.
- E. Sheetmetal ductwork access doors shall be large enough for maintenance and equipment. Doors shall be factory fabricated with latches that can be easily opened without tools, hinges, and perimeter seals. Where insulation is required, door shall have insulation as an integral part. Construction and air tightness must be suitable for duct pressure class.

## 2.6 REGISTERS AND DIFFUSERS

- A. Registers and diffusers shall be as indicated on Drawings. Provide integral opposed blade dampers where indicated. Provide integral combination volume/fire damper at rated ceilings. Registers shall have adjustable air pattern for setting in field to match field conditions. Redirect air pattern when required or directed. Provide margins, leveling clips, plaster ground or frame as required for ceiling system in which diffuser or register is installed.

## 2.7 LOUVERS AND ROOF INLETS/OUTLETS

- A. Louvers shall be extruded aluminum stationary type with integral water gutter on the blades and downspouts in jambs. Louvers shall be [2", 4", OR 6"] deep in direction of air flow.
- B. Pressure drop shall not exceed 0.06" w.c.. Louvers shall be certified to be tested and rated in accordance with AMCA standard 500 and shall bear an AMCA seal.
- C. Louvers shall have primed finish.
- D. Louvers shall include an easily removable aluminum bird screen with frame or an easily removable aluminum insect screen with frame.

## 2.8 FIRE DAMPERS

- A. Fire dampers shall be provided where ductwork passes through fire walls, fire partitions, and where indicated on Drawings. Approved protective assemblies shall be properly identified by label. Fire dampers shall have required hour standard fire rating in accordance with NFPA No. 252, shall be UL listed per UL 555, and California State Fire Marshal listed. Required hour rating as indicated on Drawings. Submit copy of State Fire Marshal's or UL listing and shop drawings for all mounting details for review. Maintain copies of listings on site for inspector's review.



B. Construction:

1. Damper shall be constructed of blades not more than 2" wide, and arranged so that in an open position they will be stacked at one end of damper, thereby allowing an unobstructed opening. Unit shall have a 20 gauge channel frame in which blades rest, acting as continuous stop on both sides of damper encompassing its perimeter.
2. Unit shall have sleeve as integral part of frame made in one piece on roll forming machine. Sleeve shall extend beyond wall on both sides of damper. Sleeve gauge shall be as approved by NFPA 90A and UL.
3. Horizontal units shall be operated by means of negator spring.
4. Medium velocity and round duct applications, Type "C" 100% free area damper shall be used. Dampers shall be complete with companion flanges and sealed airtight.
5. Provide UL listed fusible links approved for 165 F.
6. Low pressure application Type B dampers with blade stack out of air stream shall be used.

2.9 COMBINATION FIRE/SMOKE DAMPERS

1. Combination fire/smoke damper shall be 1 1/2 hr fire rated under UL 555 S, and further classified by UL as a leakage rated damper for use in smoke control systems under the latest version of UL 555 S, and bear a UL label attesting to same. Dampers shall be California State Fire Marshal listed.
2. Actuators shall be installed at time of damper fabrication. Actuator shall be an electrical 120 VAC fail closed type which closes damper on power interrupt. Maximum 20 watts running, 10 watts holding.

2.10 REFRIGERANT PIPING

A. Refrigerant Pipe

1. Copper tubing may be soft annealed where bending is required and shall be hard drawn where no bending is required, except that no soft copper may be used in office buildings. Soft annealed copper tubing shall not be used in sizes larger than 1/2" and only in equipment enclosures.
2. Copper tubing shall be type ACR with dry nitrogen holding charge and plugged ends to be removed at time of installation.
3. Fittings for flare joints shall be standard SAE forged brass flare type with short shank flare units.

4. Fittings for brazed joints shall be wrought copper or forged brass sweat fittings.
5. Cast sweat-type fittings will not be allowed for brazed joints.

B. Refrigerant Pipe Insulation

1. Foamed Plastic Pipe Insulation - Indoor Use: Halstead Products F/R Insultube, Schuller Armaflex, average thermal conductivity at 70 F mean temperature, 0.26 per inch of thickness. Cover fittings and valves with miter-cut pieces. Seal longitudinal and butt joints with 520 adhesive, 3/4" thickness.
2. Continuous Molded Urethane Pipe Insulation - Outdoor Use: Owens-Corning with factory applied all-service jacket, average thermal conductivity at 100 F, 0.16 per inch of thickness per ASTM C335-69. Seal longitudinal joints with outward clinching staples 3" on center. Apply vapor barrier mastic on all circumferential and longitudinal seams. Apply factory supplied butt strips to circumferential joints. Cover with .016 thickness aluminum jacket.

C. Refrigerant Piping Supports

1. Super Strut C-727 UL and FM approved, solid rods and rod clips.
2. Supports and Beam Clamps: Super Strut C-769.
3. Trapeze Hangers: Super Strut A-120 channel with pipe clamps and guides as required (include type to be used in submittal).
4. Riser Clamps: Super Strut C-720.
5. Offset Pipe Clamps: Super Strut or approved equal.
6. Pipe Isolation: Super Strut isolators.
7. Sway Bracing: Where hanger rods on horizontal runs of 2-1/2" pipe and large rare 12" in length or longer, there shall be one 3/16" x 1-1/4" steel angle brace (Super Strut A-1200 channel acceptable) bolted to every other pipe hanger clamp and anchored to the wall or ceiling. Stays to ceiling or roof shall rise at a 45 degree angle and be anchored with 3/16" bolts for steel construction. Successive braces shall be installed on opposite sides of the pipe run.
8. Plumber's tape or sheet metal straps shall not be used for hanging or supporting pipes.
9. Space hangers and supports for horizontal copper tubing according to the following schedule:

| Pipe Size     | Maximum Spacing<br>in Feet |
|---------------|----------------------------|
| 3/4" and 1"   | 6                          |
| 1-1/4"        | 7                          |
| 1-1/2"        | 8                          |
| 2"            | 9                          |
| 2-1/4" and 3" | 10                         |
| 4"            | 12                         |

## 2.11 HVAC CONTROL SYSTEM

- A. A complete system shall be provided. System shall include components required to provide temperature and ventilation control for each zone.
- B. Provide required sequence of control (see Drawings).
- C. Furnish and install thermostats where indicated. Coordinate exact locations with Architect.
- D. Control system shall be complete and fully operational prior to system balancing.
- E. Wiring: Run in conduit and in accordance with Division 16 of these Specifications. All low voltage wiring required for HVAC controls shall be provided hereunder. See Section 150500, *Mechanical General*, and Division 16. All wiring shall be color coded and tagged in accordance with approved control diagrams.
- F. Local Control Panels: Install where indicated with all control components associated with the system(s) installed therein.
  - 1. Panel shall be surface mounted NEMA 1 enclosed type, constructed of steel with locking hinged door. One key shall be provided to Owner for each panel.
  - 2. Panel shall be pre-wired to numbered terminals for external connection. Where voltage exceeds 100 V, terminal strips and electrical items with exposed terminals shall be grouped in separate area of panel for items where voltage is less than 100 V. Provide insulating barriers for safety for items inside panel and for all items flush mounted in face of panel door.
  - 3. System time clock(s) shall be installed within control panel.
- G. Instrumentation and Components:
  - 1. Scale and indicator ranges for all instruments shall be selected to cover possible variations of measured medium and with normal value in approximate center of span.

2. Room Thermostats: All room thermostats shall have adjustable setpoints and setpoint indicator. Mount thermostats 4'-0" above floor, or as indicated. Thermostats shall have throttling range of sensitivity or other adjustment feature as required for each application to maintain 2 F or as otherwise specified. Thermostats shall be solid state electronic as specified in sequence, or as required for the application.

### PART III - EXECUTION

#### 3.1 EQUIPMENT INSTALLATION

- A. Equipment shall be installed level, on curbs or supports as required or indicated on Drawings and in accordance with manufacturer's recommendations.
- B. Equipment shall be installed in locations shown and as complete assemblies with service clearance required for access and maintenance.

#### 3.2 DUCTWORK - INSTALLATION

- A. All ductwork of sheetmetal or fiberglass shall be in accordance with the applicable SMACNA and NAIMA manuals, unless otherwise specified, airtight and supported as recommended. Ductwork shall run concealed unless otherwise noted.
- B. Erect all ductwork to dimensions indicated, straight and smooth on the inside with neatly finished joints lapped in direction of air travel. Properly brace and reinforce all ducts with steel angles or other members. All ductwork shall be of galvanized steel unless otherwise specified or indicated. Fabricate changes in direction, both horizontal and vertical, to permit easy air flow.
- C. Install ductwork to clear all obstructions, preserve headroom, and keep openings clear.
- D. Install supply ducts above return or exhaust ducts where possible; provide long straight duct drops to diffusers for proper diffuser performance or provide register boxes with turning vanes.
- E. Should it be found impractical to install any duct of the exact size given, a duct of a different shape but having the same air resistance shall be installed. These alternate duct sizes to be approved by the Engineer prior to installation. Duct sizes given are inside dimensions inside the linings.
- F. All elbows 45 or greater shall be full elbows (centerline radius equal to duct width) or shall have turning vanes.
- G. Ends of ducts shall turn over 3/4" for airtight connections between ducts and grilles. The ducts and grilles shall have separate sets of screws. Register frames and ends of ducts shall be properly placed before finishing is begun.

- H. Provide volume extractors or volume dampers capable of adjustments and of being locked into position in take-offs. Provide suitable access through insulation for adjustment of extractors and dampers.
- I. All ducts shall be supported per SMACNA HVAC Duct Construction Standards for sheetmetal ducts and per SMACNA and NAIMA Fibrous Duct Construction Standards for fiberglass. Seismic brace ductwork as indicated and per SMACNA manual.
- J. Vertical ducts shall be supported by extending bracing angles to rest firmly on floors or shall be bolted to walls, columns, or other construction.
- K. Fabricate compression type supports from cross-braced metal angles not smaller than that required for duct bracing.
- L. Duct Sealing:
  - 1. Ducts exposed to weather shall be completely weatherproof with outdoor vapor barrier mastic over tape at all joints and seams.
  - 2. Seal joints and seams of interior ductwork air tight.
  - 3. No "grey" duct tape shall be used. Metal duct sealing shall be "Aerobol", "hardcast", or SMACNA approved foil-backed pressure sensitive tape, except where otherwise indicated or specified.
  - 4. All fiberglass ductwork joints shall be sealed using duct manufacturer's recommended methods. Complete installation shall be in accordance with manufacturer's application Specification.

### 3.3 DUCT INSULATION AND LINING - INSTALLATION

- A. All concealed ductwork shall be insulated with fiberglass ductwrap unless otherwise specified.
- B. Any exposed ductwork in conditioned space shall be without insulation. Outside air and exhaust ducts shall not be insulated.
- C. All exposed ducts for conditioned air in non-conditioned space or outdoors shall be lined with 1 1/2" "Duct Liner Board".
- D. Rectangular ductwork may be lined with acoustic liner in lieu of exterior ductwrap. Provide acoustic lining where indicated on Drawings.
- E. Duct lining shall be installed according to manufacturer's application Specification with stick clips and adhesive and per the SMACNA Duct Liner Manual.
  - 1. Mechanical fasteners shall be flush with liner surface. All exposed edges and leading edges of all cross-joints of the liner shall be heavily coated

with approved fire resistant adhesive. Duct liner shall be cut to assure snug closing corner joints; the black surface of the liner shall face the air stream; transverse joints shall be neatly butted; and any damaged areas shall be coated with a fire resistant approved adhesive.

### 3.4 FLEXIBLE DUCTWORK - INSTALLATION

- A. Flexible ductwork shall be installed with no runs more than 7'-0" and no more than three (3) bends of 45° maximum each. Flexible ductwork shall be used only at register connections. Provide 12" long by half circumference sheet metal saddles at each hanger.
- B. Flexible duct shall be installed in fully extended condition, free of sags and kinks, using only minimum length required to make connection. Bends greater than 90° are not allowed. Flexible duct shall be full size of branch. Any change of size to match terminal connection shall be made at terminal. Flexible duct shall be stretched out with bends of minimum two diameter radius of 90° bends. All connections to sheetmetal ducts shall be sealed with high pressure duct sealer and secured with 3/8" nylon straps around inside liner of flexible duct, as manufactured by Panduit or Tyton.
- C. Flexible ducts shall be supported at or near mid-length with 2" wide, 28 gauge steel hanger collar attached to the structure with an approved duct hanger. Installation shall minimize sharp radius turns or offsets. Flexible ducts properly installed may be used to cross seismic joints without offsets (CMC 1004[e]).

### 3.5 REFRIGERANT PIPE INSTALLATION

- A. Install piping in accordance with good practice, as specified below and as indicated on the Drawings.
- B. Refrigerant pipe installation shall be in conformance with ANSI/ASHRAE 15-1976 and ANSI B31.5.
- C. Pitch: All refrigerant piping shall be installed with sufficient pitch in proper direction to insure adequate oil return to compressors. Provide suction traps at base of all suction risers.
- D. General: Pipe shall be cut accurately to measurements established at the job site and worked into place without springing or forcing, allowing for proper head room.
- E. Supports shall be attached only to structural framing members.
- F. Pipes shall have burrs removed by reaming and shall be installed to permit free expansion and contraction without damage to joints or hangers.
- G. Changes in direction shall be made with fittings.

- H. Open ends of pipelines and equipment shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system.
- I. Joints in copper tubing shall be cut square, ends shall be reamed and all filings and dust wiped from interior of pipe. Joints in refrigerant lines shall be brazed with "Silphos" solder with a minimum melting point of 800 F. A continuous flow of dry nitrogen shall be bled through tubing while being heated or brazed.

### 3.6 REFRIGERANT PIPE INSULATION INSTALLATION

- A. Materials shall be installed in accordance with the recommendations of the manufacturer. Insulation at joint shall not be applied until tests specified in other Sections of these Specifications are completed.
- B. Tubing shall be insulated by slipping the tubular insulation section over the pipe prior to joining. Joints shall have the insulation slipped over or slit and installed after testing. Seams and butt joints shall be sealed with contact adhesive recommended by manufacturer.

### 3.7 FLEXIBLE CONNECTORS - INSTALLATION

- A. Flexible connections shall be installed on inlet and outlet duct connections of fans, ventilating units and air conditioning units. Fabric shall be of weight and strength for service required, properly fitted to render connection air tight. Fabric of sufficient width to provide minimum space of 4" between connected items.

### 3.8 FLUES - INSTALLATION

- A. Install all required flues from gas-fired equipment in accordance with manufacturer's directions and applicable codes.

### 3.9 FIRE DAMPER AND FIRE/SMOKE DAMPER INSTALLATION

- A. Dampers shall be provided where indicated and as specified in accordance with NFPA Pamphlet 90A, Uniform Building Code and Uniform Mechanical Code. Dampers shall be California State Fire Marshal approved and installed in accordance with listing. Access for maintenance shall be provided by access doors in ductwork or through grilles.
- B. Dampers shall be provided for ducts having cross-sectional area of more than 20 inches square or 5" wherever duct penetrates a required fire-rated separation. Provide anti-radiation dampers at ceiling registers of required fire-rated corridors (exitways) and ceilings of roof-ceiling or floor-ceiling assemblies.
- C. Dampers shall be provided with 16 gauge collars up to 36" wide x 24" high and 14 gauge collars over 36" wide x 24" high. Collars bolted or welded to damper. Collar retaining frame 1" x 1", 16 gauge minimum. Access door shall bear 2" high letters "F.D." painted in red on face.
- D. See Drawings for installation, additional details, and data.

### 3.10 FIELD TESTS AND INSPECTIONS

- A. The Contractor is responsible for the administration and direction of tests. Furnish instruments, equipment, connective devices and personnel for the tests. Notify the Architect seven (7) days before inspection or testing is scheduled.
- B. The Mechanical Contractor shall procure the services of an independent air balance and testing agency, approved by the Engineer, which specializes in the balancing and testing of heating and ventilating systems to balance, adjust, and test air moving equipment, air distribution, and exhausting systems as herein specified. All work by this agency shall be done under direct supervision of a qualified test and balance engineer employed by them. Engineer/Agency shall be NEBB and/or AABC certified. All instruments used by this agency shall be accurately calibrated and maintained in good working order. If requested, the tests shall be conducted in the presence of the Engineer and/or his/her representative or the Owner's representative.
- C. The Contractor shall submit, within 15 days after receipt of Contract, seven (7) copies of submittal data for testing and balancing of the heating and ventilating systems.
- D. The Balancing Contractor shall submit a balancing protocol to the Architect for approval. The protocol will detail testing methods and procedures, indicate sequence of testing, specify equipment to be used with model numbers, serial numbers, and calibration dates. A general procedure will not be accepted; procedure must be specific and address the requirements of the project.
- E. The Mechanical Contractor shall award the test and balance contract to the approved agency upon receipt of his/her Contract to allow the balancing agency to schedule this work in cooperation with trades involved and comply with the completion date.
- F. Test and balance agency shall include in its work allowance for the project a one year warranty, during which time the Owner, at his/her discretion, may request a recheck or resetting of any outlet, supply air fan or exhaust fan as listed in the test report. The agency shall provide technical personnel to assist the Architect in any tests he may require during this period of time.

NOTE: AFTER THE FINAL AIR BALANCE OF THE SYSTEM, REBALANCING MAY BE REQUIRED TO OBTAIN UNIFORM TEMPERATURE AS REQUIRED BY ACTUAL OCCUPANCY.

- G. Air balance performance and testing shall not begin until system has been completed and is in full working order. The Contractor shall put all heating, ventilating and air conditioning systems, and other equipment, in full operation and shall continue the operation of same during each working day of testing and balancing.



### 3.11 SPECIAL REQUIREMENTS

- A. The Balance Contractor shall review the project Drawings and become thoroughly familiar with the job site when the construction is in the early stages. During this review, all items discovered adversely affecting balancing or system performance shall be called to the attention of the Architect. Prior to any closing in of ductwork, verify that all fittings, dampers, control devices and test devices are properly located and installed. Submit report of this field visit to Contractor within 24 hr for review and comment by the Engineer.
- B. Examine each air distribution system to see that it is free from obstructions. Determine that all dampers and registers are in the required setting; that equipment is lubricated; and that the required filters are clean and functioning. Request that the Installing Contractor perform any adjustments necessary for proper functioning of the system.
- C. The Balance Contractor shall use test instruments that have been calibrated within a time period recommended by the manufacturer and have been checked for accuracy prior to the start of the testing, adjusting and balancing activity.
- D. Balance Contractor shall become familiar with and comply with the provisions of all national and local codes, ordinances and safety acts that affect the work.
- E. All diffusers, grilles and registers shall be adjusted to minimize drafts in all areas. Air distribution patterns shall be adjusted as per the Drawings.
- F. As a part of the work of this Contract, the Mechanical Contractor shall make any changes in the pulleys, belts and dampers, or the addition of dampers required for correct balance as recommended by the Balancing Agency, at no additional cost to the Owner.

### 3.12 PERFORMANCE TESTING AND BALANCING

- A. Balancing and Testing of Air Systems: Adjust, balance and test air systems to achieve and confirm compliance with Drawings and Specifications. Prepare complete report of final test results and submit seven (7) copies to Contractor for forwarding to Architect for review and approval. Prior to submitting it to the Architect, the Mechanical Contractor shall stamp and sign the cover page indicating he has reviewed the report and concurs with the findings. The report shall also be signed by the supervising test and balance engineer.
- B. Allowance shall be made for air filter resistance at the time of tests. The main air supplies shall be set with filter resistance midway between clean and dirty filters.

### 3.13 TESTING PROCEDURE

- A. The air balance agency shall perform the following tests and balance system in accordance with the following requirements:
  - 1. Test and adjust fan RPM to design requirement.

2. Test and record motor amp draw and voltage; record and report all nameplate data for each fan.
3. Make pitot tube traverse of main ducts and obtain design CFM at fans.
4. Test and record each system's static pressures supply and return.
5. Test and adjust each system within 5% of total design air CFM. Report final air quantities.
6. Test and adjust system for design minimum CFM outside air, exhaust CFM. Report final air quantities.
7. Test and record entering air temperature in heating and cooling modes.
8. Test and record leaving air temperature in heating and cooling modes.
9. Test and adjust each diffuser, grille, and register to within 10% of design requirements.
10. Each grille, diffuser and register shall be identified as to location or area served.
11. Size, type, and manufacturer of diffusers, grilles, registers, and all tested equipment shall be identified and listed. Manufacturer's ratings on all equipment shall be used to make required calculations.
12. Readings and tests of diffusers, grilles, and registers shall include required FPM velocity and test resultant velocity, required CFM, and test resultant CFM after adjustment.
13. In cooperation with the Control Contractor, adjust automatically operated dampers to operate as specified, indicated, and required. Testing agency shall check all controls for proper calibration and list all controls requiring adjustments by control installers.
14. Record setting of zone thermostats, record temperatures of each room after balancing is completed and indicate time and date of reading. Provide records in both heating and cooling modes.

### 3.14 INSTRUCTION BOOK - MAINTENANCE MANUALS

- A. The Contractor shall provide the Owner with three (3) copies of complete written instructions in the operation of the various systems. The instructions shall be bound in booklet form and shall include all pertinent operation and maintenance information on the equipment, with names of local suppliers and agents. The Contractor shall also instruct the Owner or his/her representatives in the operation of the system. The instructions shall reference all equipment numbers. See Section 15050, *Mechanical General* for additional requirements.

Wald Ruhnke & Dost Architects LLP  
Santa Cruz, California

Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009

\*\*\*\* END OF SECTION \*\*\*\*

## SECTION 160100 - ELECTRICAL GENERAL PROVISIONS

### PART 1 GENERAL

#### 1.01 DEFINITIONS (APPLICABLE TO DRAWINGS AND SPECIFICATIONS)

|              |   |
|--------------|---|
| Above Grade: | Not buried in ground and not embedded in concrete slab on ground.   |
| Below Grade: | Buried in ground or embedded in concrete slab in ground.  |
| Concealed:   | Inside building above grade and located within walls, furred spaces, crawl spaces, attic and above suspended ceilings, etc. In general, any item not visible or directly accessible.  |
| Connect:     | Complete hookup of item with required services, including conduit, wires and other accessories.   |
| Exposed:     | Either visible or subject to mechanical or weather damage, indoors or outdoors, including areas such as mechanical and storage rooms. In general, any item that is directly accessible without removing panels, walls, ceiling or other parts of structure. |
| Furnish:     | Supply and deliver complete.  |
| Install:     | Place, secure and connect as required to make fully operational.  |
| Provide:     | Furnish and install as defined above; perform work.   |
| Underground: | Buried in ground, including under building slabs.   |
| Use (verb):  | Furnish and install as defined above.   |
| Wiring:      | Electrical raceway, conductor and connection.   |

#### 1.02 SCOPE OF WORK

- A. Furnish and install all materials and equipment and provide all labor required and necessary to complete the work shown on the drawings and/or specified and all other work and miscellaneous items, not specifically mentioned, but reasonably inferred for a complete installation, including all accessories and appurtenances required for testing the system. It is the intent of the drawings and specifications that all systems be complete and ready for operation.

#### 1.03 CODE COMPLIANCE

- A. All work and materials shall comply with the latest rules, codes and regulations, including, but not limited to the following:
  - 1. Occupational Safety and Health Act Standards (OSHA).
  - 2. NFPA #70: National Electric Code (NEC).
  - 3. NFPA #101: Life Safety Code.
  - 4. All other applicable Federal, State and Local laws and regulations.
- B. Code compliance is mandatory. Nothing in these Drawings and Specifications permits work not conforming to these codes. Where work is shown to exceed minimum code requirements, comply with Drawings and Specifications.
- C. No work shall be concealed until after inspection and approval by proper authorities. If work is concealed without inspection and approval, the Contractor shall be responsible for all work required to open and restore the concealed areas in addition to all required modifications.

#### 1.04 CONDITIONS AT SITE

- A. Visit to site is required of all bidders prior to submission of bid. All will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.
- B. Lines of other services that are damaged as a result of this work shall promptly be repaired at no expense to the Owner to the complete satisfaction of the Owner's Representative.

#### 1.05 DRAWINGS AND SPECIFICATIONS

- A. All Drawings and all Divisions of these specifications shall be considered as a whole and work of this Division shown anywhere therein shall be furnished under this Division.
- B. The Contract Drawings are diagrammatic and indicate the general arrangement of equipment and wiring. Most direct routing of conduits and wiring is not assured. Exact requirements shall be governed by Owner's representative, structural and mechanical conditions of the job. Consult all other Drawings in preparation of the bid. Extra lengths of wiring or addition of pull or junction boxes, etc., necessitated by such conditions shall be included in the bid. Check all information and report any apparent discrepancies before submitting bid.
- C. Right is reserved to make change up to ten feet in location of any outlet or equipment prior to roughing-in without increasing contract cost.
- D. Equipment and fixtures shall be connected to provide circuit continuity in accordance with applicable codes, whether or not each piece of conductor, conduit or protective device is shown between items of equipment or fixtures and the point of circuit origin.

#### 1.06 SAFETY AND INDEMNITY

- A. No act, service, drawing review or construction review by Owner, the Owner's representative, the Engineers, or their Consultants, is intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

#### 1.07 RECORD DRAWINGS

- A. Contractor shall obtain a complete record set of reproducible drawings from the Owner's representative. This set shall be corrected daily to show all changes from original contract drawings and shall be kept on the job. This set of reproducibles, clearly and neatly marked, shall be delivered to the Owner's representative upon completion of the job.

### **PART 2: PRODUCTS**

#### 2.01 MATERIAL APPROVAL

- A. All new materials must bear Underwriters' Laboratories label. All materials must be new unless clearly indicated otherwise on the plans. Materials that are not covered by UL testing standards shall be tested and approved by an independent testing laboratory or a governmental agency.
- B. Material not in accordance with these specifications may be rejected either before or after installation.

#### 2.02 SUBSTITUTION

- A. All substitutions shall be subject to Engineer's and Owner's approval.

#### 2.03 SUBMITTALS

A. Submittals required are as follows:

1. Materials List: Identifying information covering all electrical materials.
2. Product Data sheets: Submit Product data sheets illustrating manufacturer, model number, performance data, certifications and labels, and color. Products submitted on must include:
  - a. Lighting Fixtures
  - b. Light switches
  - c. Occupancy sensors
  - d. Receptacles
  - e. Transfer switches
  - f. Panelboards
  - g. Transformers
  - h. Circuit breakers
  - i. Disconnects
  - j. Generators
  - k. Uninterruptable Power Supplies

2.04 OPERATING AND MAINTENANCE MATERIAL

- A. Submit Operating and Maintenance Manuals of all equipment. Verify exact quantity with Owner's representative.

2.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver and handle materials in a manner to prevent damage.  
B. Store and protect equipment from weather and dampness.

2.06 RECORD DRAWINGS

- A. At project completion, electrical contractor shall submit at least one clearly marked up set of redline drawings or CAD drawings that shall represent all changes made in the field during the course of construction.

**PART 3: EXECUTION**

3.01 WORKMANSHIP AND CONTRACTOR'S QUALIFICATIONS

- A. Only quality workmanship will be accepted. Haphazard or poor installation practice will be cause for rejection of work.  
B. Provide foreman in charge of this work at all times.

3.02 COORDINATION

- A. Coordinate work with other trades to avoid conflict and to provide correct rough-in and connection for equipment furnished under other trades that require electrical connections. Inform Contractors of other trades of the required access to and clearances around electrical equipment to maintain serviceability and code compliance.  
B. Verify equipment dimensions and requirements with provisions specified under this Section. Check actual job conditions before fabricating work.

3.03 Not used

3.04 Not used

3.05 EXISTING UNDERGROUND UTILITIES AND SERVICES

- A. Locations of existing utilities, where shown, were established from best possible information. Assume that this information is approximate. Contractor shall verify exact locations and depths before starting work. Should, during the course of the work, conditions arise that indicate conditions are other than indicated, notify Owner's representative immediately. Use extreme caution so as not to damage or break lines that are in use. If breakage does occur, Contractor shall be responsible for all damage and repairs resulting therefrom. All unusual conditions with respect to existing facilities shall be brought to Owner's representative's attention immediately. See Division I, General Provisions.

3.06 CONNECTIONS TO EXISTING WORK

- A. Install new work and connect to existing work with minimum interference to existing facilities. All existing service interruptions shall be held to a minimum. Interruptions must be scheduled in advance with Owner to suit his convenience. Duration of interruptions shall be as agreed with Owner's representative. Owner reserves the right to require that necessary interruptions be at times other than usual business hours. Contractor shall follow the approved work phasing sequence as directed by the Owner's representative. Maintain continuous operations of existing facilities as required with necessary temporary connections between new and existing work. Restore existing disturbed work to original condition, including maintenance of wiring continuity as required.

3.07 ACCEPTANCE DEMONSTRATION

- A. Upon completion of work, at a time to be designated by the Owner's representative, the Contractor shall demonstrate for the Owner the operation of the electrical installation, including any and all special items installed by him or installed under his supervision.

3.08 FIELD TEST AND OPERATIONAL CHECK

- A. Arrangements for a final test and inspection of completed systems by the Owner's representative shall include:
  - 1. Demonstration that all systems, circuits, lights and equipment operate satisfactorily and as called for, with fixtures and equipment/devices connected.
  - 2. Spot check verification of color coding, tagging, numbering and splice make up.

END OF SECTION

## SECTION 160500 - BASIC MATERIALS AND METHODS

### PART 1: GENERAL

#### 1.01 CONDITIONS AND REQUIREMENTS

- A. Refer to Section 16010, Electrical General Provisions.

#### 1.02 DESCRIPTION

- A. Work included in this Section is conduits, wires and other miscellaneous materials not specifically mentioned in other Sections of Division 16, but necessary or required for equipment or system operation or function, and the labor to install them.
- B. Related work: Other Sections of Division 16.

### PART 2: PRODUCTS

#### 2.01 CONDUITS AND OTHER RACEWAYS

- A. Rigid Steel: Hot-dipped galvanized or sherardized.
- B. Intermediate Metal Conduit (IMC): Electro-galvanized or sherardized.
- C. Electrical Metal Tubing (EMT): Electro-galvanized or sherardized.
- D. Plastic: Schedule 40 PVC, approved for use as non-metallic raceway for 90 degree C. conductors. Carlon, CertainTeed or Kalroy., or equal.
- E. Wireway: Code gauge steel, with knockouts and hinged cover. Corrosion resistant gray baked enamel finish.
- F. Provide fittings and accessories approved for the purpose equal in all respects to the conduit or raceway. EMT connectors and couplings shall be steel compression type.

#### 2.02 WIRES AND CABLES

- A. For power and lighting systems 600V or less:
  - 1. Conductor: #12 and #10 AWG stranded or solid copper. #8 AWG and larger shall be stranded copper.
  - 2. Insulation type: #12 to #1 AWG shall be THWN for wet or underground locations and THHN for dry locations. Grounding wire shall be type THWN.
  - 3. Minimum Conductor Size:
    - a. Minimum size: #12 AWG for 120/208V circuit runs less than 100 feet
    - b. Runs over 100 feet for 120/208V system shall be #10 AWG or larger as directed by NEC Voltage Drop Restrictions.
    - c. Underground circuits shall use #10 AWG minimum wires unless otherwise noted.
- B. Acceptable Products: General Electric, Anaconda, Okonite, Paronite, Pirelli-General, Triangle, or equal products conforming to or exceeding applicable IPCEA standards.

#### 2.03 OUTLET BOXES, JUNCTION BOXES AND PULL BOXES

- A. Outlet boxes: Hot-dipped, galvanized or sherardized of required size, 4" square, minimum, for flush mounted devices and lighting fixtures. Cast type with gasketed covers for outdoors or wet locations.



- B. Junction and pull boxes: Use outlet boxes with appropriate covers as junction boxes wherever possible. Larger junction and pull boxes shall be fabricated from sheet steel, sized according to code, with screw-on covers, finished gray baked enamel.

#### 2.04 WIRE DEVICES

- A. Wall (local) Switches totally enclosed, AC rated, silent type, ivory finish, except as noted below. Numbers used below are those of Hubbell. Equivalent Slater "Medallist", or Leviton, Bryant, Sierra, General Electric or equal are acceptable.

|                       |                    |
|-----------------------|--------------------|
| Single-Pole Switches: | #1221-I 20 amperes |
| Two-Pole Switches:    | #1222-I 20 amperes |
| Three-Way Switches:   | #1223-I 20 amperes |

- B. Duplex Convenience Receptacles: 3-pole grounded ivory finish, rated 20 amperes, 125V Hubbell #5362-I, Sierra or equal.

#### 2.05 CONDUIT HANGERS

- A. For individual conduit runs not directly fastened to the structure, use rod hangers manufactured by Caddy, Unistrut, Powerstrut or equal.
- B. For multiple conduit runs, use Unistrut, Powerstrut, or equal trapeze type conduit support designed for maximum deflection not greater than 1/8".

#### 2.06 WIRE CONNECTORS

- A. For wires size #8 AWG and smaller: Insulated pressure type (with live spring) rated 105 degrees C., 600V for building wiring and 1000V in signs or fixtures. Scotchlok, Ideal, or equal.
- B. For wires size #6 AWG and larger: T&B or equivalent compression type with 3M #33+ or Plymouth "Slipknot Grey" tape insulation or equal.

#### 2.07 GROUNDING

- A. Ground wire shall be medium hard drawn copper conductor, stranded, bare, minimum sizes per NEC unless larger conductors are shown on drawings.
- B. Bond ground rod(s) to metal underground cold water pipe, building structural metal columns, and/or concrete - encased electrodes with #4/0 bare copper ground wire to form a ground electrode system.
- C. Unless otherwise noted on drawings, provide green insulated copper ground wire in all feeders and circuits connected to motors, equipment, exterior lighting fixtures, GFI receptacles, in feeders/circuits using non-metallic conduits. Size ground wire per NEC unless otherwise shown.

#### 2.08 PANELBOARDS

- A. Construction: Cabinets of code gauge, galvanized steel, surface or flush as indicated. Doors shall be cold-rolled steel with concealed hinges and flush catch and lock. All panels shall be keyed alike per owner's standards. Panels located adjacent to each other shall have identically sized enclosures and trims. Minimum panel width shall be 20".
- B. Bus Bars: Copper or tin-plated aluminum. Provide minimum 1/2 capacity ground block with full complement of terminals in addition to insulated neutral bus. Future breaker spaces shall have

complete provision including buses and connecting hardware. Spare breakers shall be complete with ampere ratings shown on drawings.

- C. Manufacturers: General Electric Company catalog numbers are used to identify type of equipment specified. Approved equivalent products by Square D, ITE, Challenger, Westinghouse or equal are acceptable.
  - 1. Branch circuit panels: 120/208 Volt: GE Type A Series AQ  
277/480 Volt: GE Type A Series AE
  - 2. Distribution panels: Circuit breaker type: GE Type CCB  
Fusible switch type: GE Type QMR
  
- D. Circuit Breakers: Quick-make, quick-break molded-case type.
  - 1. 120/208V Panels: General Electric "Q" Line, bolt-on type, with minimum 10,000 amperes symmetrical interrupting capacity.
  - 2. 277/480V Panels: General Electric "TEY" Line, bolt-on type with minimum 14,000 amperes symmetrical interrupting capacity.
  - 3. Provide ground fault interrupter circuit breakers for all outdoor convenience receptacles and in all other locations where required by code.
  - 4. Circuit breakers used for "ON-OFF" control of fluorescent or H.I.D. lighting (panelboard switching) shall be Underwriters' Laboratories approved and marked to indicate their suitability.
  - 5. Provide multi-pole units with common trip elements and single handle .
  
- E. Identification: Provide screwed (no adhesives) engraved bakelite or photoetched metallic nameplate identification on outside of each panel showing panel designation, voltage and phase in minimum 1/4" high letters. Each panel shall contain a metal framed circuit directory inside face of door, with plastic protector. A type written directory shall be inserting at completion of project.

### PART 3: EXECUTION

#### 3.01 GENERAL

- A. Electric system layouts indicated on the drawings are generally diagrammatic, but shall be followed closely as actual construction and work of other trades will permit. Govern exact routing of cable and wiring and the locations of outlets by the structure and equipment served. Take all dimensions from Owner's representative drawings.
- B. Consult all other drawings. Verify scales and report any dimensional discrepancies or other conflicts to Owner's representative before submitting bid.
- C. All home runs to panelboards are indicated as starting from the outlet nearest the panel and continuing in the general direction of that panel. Continue such circuits to the panel as though the routes were completely indicated. Terminate home- runs of signal, alarm and communications systems in a similar manner.
- D. Avoid cutting and boring holes through structure or structural members wherever possible. Obtain prior approval of Owner's representative. Conform to all structural requirements when cutting or boring the structure is necessary and permitted.
- E. Furnish and install all necessary hardware, hangers, blocking, brackets, bracing runners, etc., required for equipment specified under this Section.

#### 3.02 WIRING METHOD

- A. Install all wiring in raceway, unless specifically shown otherwise.
- B. Minimum conduit size shall be 3/4" when installed above ground and 3/4" when installed underground or under building slabs. Increase conduit size as required for wiring. Size for conduit, unless specifically shown otherwise, shall be determined from the applicable tables in the latest National Electrical Code.
- C. Conduit shall be rigid steel, IMC, EMT or plastic as follows:
  - 1. Above ground: Use rigid steel, EMT or IMC only.
    - a. Wet locations: Rigid steel or IMC only.
    - b. Hazardous locations: Rigid steel conforming to NEC requirements.
    - c. Locations subject to mechanical injury: Rigid steel or IMC only.
    - d. In concrete walls or block walls: Rigid steel only or IMC only.
    - e. Dry locations and not subject to mechanical injury: EMT, IMC or rigid steel conduit.
  - 2. Below grade or In-ground, non Utility primary or transformer secondary :
    - a. PVC Schedule 40 or Schedule 80.
- D. Use flexible conduits in the following applications:
  - 1. Recessed lighting fixtures .
  - 2. Motor connections.
  - 3. At expansion joints.
  - 4. At wet locations, flexible conduit shall be liquid tight type.
- E. Provide all junction boxes/pull boxes as required to limit any power system conduit run to a maximum of four 90 degree bends (two 90 degree bends for telephone conduit run) or to avoid "U" bends.

### 3.03 INSTALLATION OF CONDUITS

- A. General:
  - 1. Run all conduits concealed unless otherwise noted or shown.
  - 2. Run exposed conduit parallel to or at right angles to center lines of columns and beams.
  - 3. Run no conduit in concrete slabs or floors except at point of penetration. All penetrations shall be at right angles to slab surfaces.
  - 4. Install conduits above ceilings to avoid obstructing removal of ceiling tiles, lighting fixtures, air diffusers, etc.
  - 5. Conduits shall not cross any duct shaft or area designated as future duct shaft horizontally. Conduit rises when allowed in duct shaft must be coordinated with Mechanical work to avoid any conflict.
- B. Conduit Supports:
  - 1. Support conduits with Underwriters' Laboratories listed steel conduit support intervals required by the National Electric Code. Wires or sheet metal strips are not acceptable for conduit support. Use conduit hangers for all conduits not directly fastened to structure and for all multiple conduit runs.
  - 2. Not used
  - 3. Avoid attaching conduit to fan plenums. When it is necessary to support conduit from fan plenum, provide a length of flexible conduit between portion attached to the fan plenum and portion attached to the building to minimize transmission of vibration to the building structure.
- C. Conduit Penetrations Conduit penetrations of roof, walls, floors and ceilings shall be sealed to preserve the integrity of waterproofing, fire rating and soundproofing for which the roof, wall, floor or ceiling is designed. Materials and methods used shall conform to that specified under Owner's General Sections.
- D. All underground conduits and ducts 2" and larger shall be proven clear by pulling through a mandrel 1/4" smaller than the inside diameter.

- E. Where new flush branch circuit panelboards or terminal cabinets are shown on walls, stub a minimum of four 1" empty conduits into overhead ceiling spaces and four 1" empty conduits into space below floors (if any) in addition to conduits required for circuit wiring.
- F. All exposed raceways shall be prime painted and finished to match existing exposed raceway.

### 3.04 INSTALLATION OF WIRES

- A. Pull no wire into any portion of the conduit system until all construction work which may damage the wire has been completed.
- B. Install all wire continuous from outlet to outlet or terminal to terminal. Splices in cables when required shall be made in handholes, pull boxes or junction boxes. Make branch circuit splices in outlet boxes with 8" of correctly color-code tails left in the box.
- C. Splices in wires and cables shall be made utilizing materials and methods described herein.
- D. All cables and wires passing through manholes and handholes shall be full looped inside the manhole and handhole and supported on galvanized steel racks.
- E. Make all ground, neutral and line connections to receptacle and wiring device terminals as recommended by manufacturer. Provide ground jumper from outlet box to ground terminal of devices when the device is not approved for grounding through the mounting screws.
- F. Provide Brady wire markers where number of conductors in a box exceeds four.

### 3.05 WIRE COLOR CODE

- A. Color code all conductors. Wire sizes #8 AWG and smaller shall have integral color coded insulation. Wire sizes #6 AWG and larger may have black insulation but identified by color coded electrical tape at all junction, splice, pull or termination points. Color tape shall be applied 1/2 lap to at least 6" of the conductor.
- B. Color code wires as follows:

|            |          |               |
|------------|----------|---------------|
| Conductors | 120/208V | 277/480V      |
| Phase A    | Black    | Brown         |
| Phase B    | Red      | Orange        |
| Phase C    | Blue     | Yellow        |
| Neutral    | White    | White or Grey |
| Ground     | Green    | Green         |

### 3.06 CONNECTIONS TO EQUIPMENT

- A. General
  - 1. Furnish and install required power supply conduit and wiring to all equipment.
  - 2. Install all rough-in work for equipment from approved shop drawings to suit the specific requirements of the equipment.
  - 3. Furnish 120V power to each control panel and time clock requiring a source of power to operate.

### 3.07 IDENTIFICATION

- A. Provide smearproof thermal printed (Dymo) labels that are solvent, heat and moisture resistant on all lighting switches and convenience and special purpose receptacles to show panel and circuit number to which the device is connected.

### 3.08 UTILITY SHUTDOWN

- A. Contractor shall inform the Owner of any system or power shutdown required at least five (5) days prior to shut down.

**Prime Design Group, Inc.  
Scotts Valley, California**

**Santa Cruz Metropolitan Transit District  
110 Vernon Street, Santa Cruz, California  
February 10, 2009**

END OF SECTION

## SECTION 166200 - ELECTRICAL GENERATOR SYSTEM

### 1. GENERAL

#### 1.1. DESCRIPTION OF SYSTEM

1.1.1. Provide a standby power system to supply electrical power in event of failure of normal supply, consisting of a liquid cooled engine, an AC alternator and system controls with all necessary accessories for a complete operating system, including but not limited to the items as specified hereinafter.

1.1.2. Provide (an) automatic transfer switch that will initiate a signal on primary power failure and automatically detect a secondary power source, transferring the load to this secondary source. On restoration of primary power, the switch must automatically retransfer the load back to primary power and signal the secondary source to shut down. The switch must be a self contained device with all features described herein.

#### 1.2. REQUIREMENTS OF REGULATORY AGENCIES

1.2.1. An electric generating system, consisting of a prime mover, generator, governor, coupling and all controls, must have been tested, as a complete unit, on a representative engineering prototype model of the equipment to be sold.

1.2.2. The generator set must conform to applicable NFPA standards.

1.2.3. The generator set must be available with the Underwriters Laboratories listing (UL2200) for a stationary engine generator assembly.

1.2.4. The transfer switch must be UL listed for use in emergency systems.

1.2.5. The generator set(s) must meet EPA federal emission guidelines for stationary standby power generation.

#### 1.3. MANUFACTURER QUALIFICATIONS

1.3.1. This system shall be supplied by Generac Power Systems® or an approved equal who has been regularly engaged in the production of engine-alternator sets, automatic transfer switches, and associated controls for a minimum of twenty years, thereby identifying one source of supply and responsibility.

1.3.2. To be classified as a manufacturer, the builder of the generator set must manufacture, at minimum, engines or alternators.

1.3.3. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

1.3.4. This system shall be supplied by Generac Power Systems® or an approved equal who has been regularly engaged in the production of automatic transfer switches, and associated controls for a minimum of twenty years, thereby identifying one source of supply and responsibility.

1.3.5. To be classified as a manufacturer, the builder of the transfer switch must manufacture the entire switch assembly.

1.3.6. The manufacturer shall have printed literature and brochures describing the standard series specified, not a one of a kind fabrication.

### 2. ENGINE-GENERATOR SET

#### 2.1. Engine

2.1.1. The prime mover shall be a liquid cooled, natural gas fueled, naturally aspirated engine of 4-cycle design. It will have 10 cylinders with a minimum displacement of 6.8 liters (417 cubic inches), with a minimum rating of 107 BHP. The unit requires a minimum rated output of 70 kw at an operating speed of 1800 RPM.

2.1.2. The engine is to be cooled with a unit mounted radiator, fan, water pump, and closed coolant recovery system providing visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for operation in 122 degrees f, 50 degrees c ambient temperature.

2.1.3. The intake air filter(s) with replaceable element must be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube oil pump. The engine shall have a replaceable oil filter(s) with internal bypass and replaceable element(s). Engine coolant and oil drain extensions, equipped with pipe plugs, must be provided to outside of the mounting base for cleaner and more convenient engine servicing. A fan guard must be installed for personnel safety.

2.1.4. The engine shall have a battery charging DC alternator with a transistorized voltage regulator. Remote 2-wire starting shall be by a solenoid shift, electric starter.

2.1.5. The engine fuel system shall be designed for primary operation on natural gas having a BTU content of 1000 BTU per cubic foot delivered to the unit in a vapor state. A carburetor, secondary regulator, fuel lock-off solenoid and all piping must be installed at the point of manufacturing, terminating at a single pipe opening external to the mounting base.

2.1.6. The engine shall have (a) unit mounted, thermostatically controlled water jacket heater(s) to aid in quick starting. The wattage shall be as recommended by the manufacturer. The contractor shall provide proper branch circuit from normal utility power source.

2.1.7. Sensing elements to be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, overspeed shutdown and overcrank shutdown. These sensors are to be connected to the control panel using a wiring harness with the following features: wire number labeling on each end of the wire run for easy identification, each sensor connection shall be sealed to prevent corrosion and all wiring to be run in flexible conduit for protection from the environment and any moving objects.

2.1.8. Provide the following items installed at the factory:

2.1.8.1. The manufacturer shall supply a catalytic muffler and air/fuel ratio controller. The catalytic muffler must be part of the engine exhaust system and completely installed and tested at the factory to meet the requirements of Monterey Bay Air Pollution Control Dist.

2.1.8.2. The manufacturer shall supply its recommended stainless steel, flexible connector to couple the engine exhaust manifold to the exhaust system.

2.1.9. The following equipment is to be provided by the engine-generator set manufacturer and shipped loose with the unit:

2.1.10. Engine speed shall be controlled by isochronous governor with no change in alternator frequency from no load to full load. Steady state regulation is to be 0.25%.

2.1.11. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 7.13.7

2.1.12. The generator system shall support generator start-up and load transfer within 10 seconds.

## **2.2. ALTERNATOR**

2.2.1. The alternator shall be a 4 pole revolving field type, 12 lead, wired for 120/208 vac 3 phase, 60 hz, rated at 70 kw with a brushless exciter. Photosensitive components will not be permitted in the rotating exciter. The stator shall be direct connected to the engine to ensure permanent alignment. The generator shall meet temperature rise standards for Class "H" insulation, operate within Class "F" standards for extended life. All leads must be extended into an AC connection panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker.

2.2.2. One step load acceptance shall be 100% of engine-generator set nameplate rating and meet the requirements of NFPA 110 paragraph 5-13.2.6. The generator set and regulator must sustain at least 300% short circuit current for 10 seconds during 3 phase fault.

2.2.3. A NEMA 1 panel that is an integral part of the generator set must be provided to allow the installer a convenient location in which to make electrical output connections. A fully rated, isolated neutral must be included by the generator set manufacturer to insure proper sizing.

2.2.4. The electric plant (engine and alternator) shall be mounted with internal vibration isolation onto a welded steel base. External vibration isolation shall not be required for normal pad mounted applications.

2.2.5. Provide the following items installed at the factory:

2.2.5.1. A main line circuit breaker carrying the UL mark shall be factory installed. The breaker shall be rated per the manufacturer's recommendations. The line side connections are to be made at the factory. Output lugs shall be provided for load side connections. A system utilizing manual reset field circuit breakers and current transformers is unacceptable.

## **2.3. CONTROLS**

2.3.1. The generator control system shall be a fully integrated microprocessor based control system for standby emergency engine generators meeting all requirements of NFPA 110 level 1.

2.3.2. The generator control system shall be a fully integrated control system enabling remote diagnostics and easy building management integration of all generator functions. The generator controller shall provide integrated and digital control over all generator functions including: engine protection, alternator protection, speed governing, voltage regulation and all related generator operations. The generator controller must also provide seamless digital integration with the engine's electronic management system if so equipped. Generator controller's that utilize separate voltage regulators and speed governors or do not provide seamless integration with the engine management system are considered less desirable.

2.3.3. Communications shall be supported with building automation via the Modbus protocol without network cards or protocol exchangers. Optional internet and intranet connectivity shall be available.

2.3.4. The control system shall provide an environmentally sealed design including encapsulated circuit boards and sealed automotive style plugs for all sensors and circuit board connections. The use of non-encapsulated boards, edge cards, and pc ribbon cable connections are considered unacceptable.

2.3.5. Circuit boards shall utilize surface mount technology to provide vibration durability. Circuit boards that utilize large capacitors or heat sinks must utilize encapsulation methods to securely support these components.

2.3.6. A predictive maintenance algorithm that alarms when maintenance is required. The controller shall have the capability to call out to the local servicing dealer when maintenance is required.

2.3.7. Diagnostic capabilities should include time-stamped event and alarm logs, ability to capture operational parameters during events, simultaneous monitoring of all input or output parameters, callout capabilities, support for multi-channel digital strip chart functionality and .1msec data logging capabilities.

2.3.8. The control system shall provide pre-wired customer use I/O: 4 contact inputs, 2 analog inputs, 4 relay outputs, and communications support via RS232, RS485, and an optional modem. Customer I/O shall be software configurable providing full access to all alarm, event, data logging, and shutdown functionality. In addition, custom ladder logic functionality shall be supported to provide application support flexibility. The ladder logic function shall have access to all the controller inputs and customer assignable outputs.

2.3.9. The control panel will display all user pertinent unit parameters including:

- Engine and alternator operating conditions
- Oil pressure and optional oil temperature
- Coolant temperature and level alarm
- Fuel level (where applicable)
- Engine speed
- DC battery voltage
- Run time hours
- Generator voltages, amps, frequency, kilowatts, and power factor
- Alarm Status
- Current alarm(s) condition per NFPA 110 level 1
- Alarm Log of last twenty alarm events (date and time stamped)

2.3.10. For system reliability and security concerns, access to and manipulation of the internal operating parameters and alarm limits shall be conducted via password protected PC based software by trained personnel. System configuration support shall be provided locally or remotely by the manufacturers servicing representatives.

### **3. AUTOMATIC TRANSFER SWITCH**

#### **3.1. GENERAL**

3.1.1. The automatic transfer switch shall be furnished by the manufacturer of the engine-generator set so as to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by Underwriter's Laboratory, Standard 1008 with fuse or circuit breaker protection. Representative production samples of the transfer switch supplied shall have demonstrated through tests the ability to withstand at least 10,000 mechanical operation cycles. One operation cycle is the electrically operated transfer from normal to emergency and back to normal. Wiring must comply with NEC table 312.6. The manufacturer shall furnish schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system.

#### **3.2. RATINGS & PERFORMANCE**

3.2.1. The automatic transfer switch shall be a 3 pole design rated for 300 amps continuous operation in ambient temperatures of -20 degrees Fahrenheit (-30 degrees Celsius) to +140 degrees Fahrenheit (+60 degrees Celsius). Main power switch contacts shall be rated for 600 V AC minimum. The transfer switch supplied shall have a minimum



withstand and closing rating when fuse protected of 200,000 amperes. Where the line side overcurrent protection is provided by circuit breakers, the short circuit withstand and closing ratings shall be 35,000 amperes RMS. These RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch. All withstand tests shall be performed with the overcurrent protective devices located external to the transfer switch.

### **3.3. CONSTRUCTION**

3.3.1. The transfer switch shall be double throw construction, positively electrically and mechanically interlocked to prevent simultaneous closing and mechanically held in both normal and emergency positions. Independent break before make action shall be used to positively prevent dangerous source to source connections. When switching the neutral, this action prevents the objectionable ground currents and nuisance ground fault tripping that can result from overlapping designs. The transfer switch shall be approved for manual operation. The electrical operating means shall be by electric solenoid. Every portion of the contactor is to be positively mechanically connected. No clutch or friction drive mechanism is allowed, and parts are to be kept to a minimum. This transfer switch shall not contain integral overcurrent devices in the main power circuit, including molded case circuit breakers or fuses.

3.3.2. The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high pressure silver alloy with arc chutes to resist burning and pitting for long life operation.

### **3.4. CONTROLS**

3.4.1. All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with transparent safety shield to protect all solid state circuit boards. This will allow for ease of service access when main cabinet lockable door is open, but to prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazard while making control adjustments. The solid state voltage sensors and time delay modules shall be plug-in circuit boards with silver or gold contacts for ease of service.

3.4.2. A solid state undervoltage sensor shall monitor all phases of the normal source and provide adjustable ranges for field adjustments for specific application needs. Pick-up and drop-out settings shall be adjustable from a minimum of 70% to a maximum of 95% of nominal voltage. A utility sensing interface shall be used, stepping down system voltage of 120/208 vac 3 phase to 24VAC, helping to protect the printed circuit board from voltage spikes and increasing personnel safety when troubleshooting.

3.4.3. Signal the engine-generator set to start in the event of a power interruption. A set of contacts shall close to start the engine and open for engine shutdown. A solid state time delay start, adjustable, .1 to 10 seconds, shall delay this signal to avoid nuisance start-ups on momentary voltage dips or power outages.

3.4.4. Transfer the load to the engine-generator set after it reached proper voltage, adjustable from 70-90% of system voltage, and frequency, adjustable from 80-90% of system frequency. A solid state time delay, adjustable from 5 seconds to 3 minutes, shall delay this transfer to allow the engine-generator to warm-up before application of load. There shall be a switch to bypass this warm-up timer when immediate transfer is required.

3.4.5. Retransfer the load to the line after normal power restoration. A return to utility timer, adjustable from 1-30 minutes, shall delay this transfer to avoid short term normal power restoration.

3.4.6. The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.

3.4.7. Signal the engine-generator to stop after the load retransfers to normal. A solid state engine cooldown timer, adjustable from 1-30 minutes, shall permit the engine to run unloaded to cooldown before shutdown. Should the utility power fail during this time, the switch will immediately transfer back to the generator.

3.4.8. Provide an engine minimum run timer, adjustable from 5-30 minutes, to ensure an adequate engine run period.

3.4.9. The transfer switch shall have a time delay neutral feature to provide a time delay, adjustable from .1-10 seconds, during the transfer in either direction, during which time the load is isolated from both power sources. This allows residual voltage components of motors or other inductive loads (such as transformers) to decay before completing the switching cycle. A switch will be provided to bypass all transition features when immediate transfer is required.

3.4.10. The transfer switch shall have an inphase monitor which allows the switch to transfer between live sources if their voltage waveforms become synchronous within 20 electrical degrees within 10 seconds of transfer initiation signal. A switch must be provided to bypass this feature if not required.

3.4.11. If the inphase monitor will not allow such a transfer, the control must default to time delay neutral operation. Switches with inphase monitors which do not default to time delay neutral operation are not acceptable.

3.4.12. Front mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays, FAST TEST mode which bypasses all time delays to allow for testing the entire system in less than one minute, or AUTOMATIC mode to set the system for normal operation.

3.4.13. Provide bright lamps to indicate the transfer switch position in either UTILITY (white) or EMERGENCY (red). A third lamp is needed to indicate STANDBY OPERATING (amber). These lights must be energized from utility or the engine-generator set.

3.4.14. Provide manual operating handle to allow for manual transfer. This handle must be mounted inside the lockable enclosure so accessible only by authorized personnel.

3.4.15. Provide a maintenance disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.

3.4.16. Provide LED status lights to give a visual readout of the operating sequence. This shall include utility on, engine warm-up, standby ready, transfer to standby, inphase monitor, time delay neutral, return to utility, engine cooldown and engine minimum run. A "signal before transfer" lamp shall be supplied to operate from optional circuitry.

### **3.5. MISCELLANEOUS TRANSFER SWITCH EQUIPMENT**

3.5.1. The transfer switch mechanism and controls are to be mounted in a NEMA 1 enclosure.

3.5.2. The following options are to be provided by the transfer switch manufacturer.

3.5.2.1. A second set of SPDT(form C), 10 ampere, 250 volt auxiliary contacts, operated by the transfer switch mechanism for monitoring switch position shall be installed.

## **4. ADDITIONAL UNIT REQUIREMENTS**

### **4.1. Unit Accessories**

4.1.1. The following equipment is to be installed at the engine-generator set manufacturer's facility:

4.1.1.1. 6.8L weather protective sound attenuating enclosure: The engine-generator set shall be factory enclosed in a 14 gauge steel enclosure constructed with corner posts, uprights and headers. The roof shall be made of aluminum, aid in the runoff of water and include a drip edge. The enclosure shall be coated with electrostatically applied power paint, baked and finished to manufacturer's specifications. The color will be tan-standard. The enclosure shall be completely lined with 1" thick, UL 94 HF-1 listed, sound deadening material. This material must be of a self extinguishing design. The enclosure is to have large, hinged, removable doors to allow access to the engine, alternator and control panel. The hinges shall allow for door fit adjustment. Hinges and all exposed fasteners will be stainless steel or JS5000. The use of poprivets weakens the paint system and not allowed on external painted surfaces. Each door will have lockable hardware with identical keys. Padlocks do not meet this specification. The enclosure shall include an air discharge hood that protects the radiator core and directs the hot discharge air upward preventing recirculating hot air.

The exhaust silencer(s) shall be provided of the size as recommended by the manufacturer and shall be of critical grade. The silencer(s) shall be mounted within the weather protective enclosure for reduced exhaust noise and provide a clean, smooth exterior design. It shall be connected to the engine with a flexible, seamless, stainless steel exhaust connection. A rain cap will terminate the exhaust pipe. All components must be properly sized to assure operation without excessive back pressure when installed.

4.1.1.2. A heavy duty, lead acid 12vdc battery set rated at 700 CCA, BCI group 27F shall be installed by the generator set manufacturer. Provide all intercell and connecting battery cables as required.

4.1.1.3. Provide an automatic dual rate battery charger. The automatic equalizer system shall monitor and limit the charge current to 10 amps. The output voltage is to be determined by the charge current rate. The charger must be protected against a reverse polarity connection. The battery charger is to be factory installed on the generator set. Due to line voltage drop concerns, a battery charger mounted in the transfer switch will be unacceptable.

4.1.2. The following equipment is to be provided by the engine-generator set manufacturer and shipped loose with the unit:

4.1.2.1. Spring type vibration isolators of the type, size and number recommended for Zone 4 Seismic requirements

## **5. ADDITIONAL PROJECT REQUIREMENTS**

## **5.1. APPLIED STANDARDS**

5.1.1. The generator set(s) must be manufactured to the applicable specifications on file with Underwriters Laboratories and the UL 2200 mark must be affixed.

5.1.2. The transfer switch(es) must be UL listed and carry the UL mark for use in emergency systems.

## **5.2. FACTORY TESTING**

5.2.1. Before shipment of the equipment, the engine-generator set shall be tested under rated load for performance and proper functioning of control and interfacing circuits. Tests shall include:

5.2.1.1. Verifying all safety shutdowns are functioning properly.

5.2.1.2. Verify single step load pick-up per NFPA 110-1996, Paragraph 5-13.2.6.

5.2.1.3. Verify transient and voltage dip responses and steady state voltage and speed (frequency) checks.

5.2.2. Before shipment of the transfer switch shall be tested under operating conditions for performance and proper functioning of control and interfacing circuits. Tests shall include:

5.2.2.1. Verify all timing sequences operate properly and are set to factory settings.

5.2.2.2. Verify the transfer mechanism operates properly.

5.2.2.3. Verify all manual operations and indicators are functioning properly.

## **5.3. OWNER'S MANUALS**

5.3.1. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

5.3.2. Three (3) sets of owner's manuals specific to the product supplied must accompany delivery of the equipment. General operating instruction, preventive maintenance, wiring diagrams, schematics and parts exploded views specific to this model must be included.

## **5.4. INSTALLATION**

5.4.1. Contractor shall install the complete electrical generating system including all fuel connections in accordance with the manufacturer's recommendations as reviewed by the Engineer.

## **5.5. SERVICE**

5.5.1. Supplier of the electric plant and associated items shall have permanent service facilities in this trade area. These facilities shall comprise a permanent force of factory trained service personnel on 24 hour call, experienced in servicing this type of equipment, providing warranty and routine maintenance service to afford the owner maximum protection. Delegation of this service responsibility for any of the equipment listed herein will not be considered fulfillment of these specifications. Service contracts shall also be available.

## **5.6. WARRANTY**

5.6.1. The standby electric generating system components, complete engine-generator and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of 24 months. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge. Travel and labor shall be included for the first 12 months.

The warranty period shall commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

## **5.7. STARTUP AND CHECKOUT**

5.7.1. The supplier of the electric generating plant and associated items covered herein shall provide factory trained technicians to checkout the completed installation and to perform an initial startup inspection to include:

- 5.7.1.1. Ensuring the engine starts (both hot and cold) within the specified time.
- 5.7.1.2. Verification of engine parameters within specification.
- 5.7.1.3. Verify no load frequency and voltage, adjusting if required.
- 5.7.1.4. Test all automatic shutdowns of the engine-generator.
- 5.7.1.5. Perform a load test of the electric plant, ensuring full load frequency and voltage are within specification by using building load.

## **5.8. SUBMITTALS**

- 5.8.1. Provide three complete sets of Engineering Submittal for approval, prior to production release, showing all components, in addition to the engine and generator. Submittals shall include compliance with these specifications.

## **5.9. SUBSTITUTIONS**

- 5.9.1. The emergency power system has been designed to the specified manufacturer's electrical and physical characteristics. The equipment sizing, spacing, amounts, electrical wiring, ventilation equipment, fuel and exhaust components have all been sized and designed around Generac Power System's equipment. Should any substitutions be made, the contractor shall bear responsibility for the installation, coordination and operation of the system as well as any engineering and redesign costs which may result from such substitutions. Alternate equipment suppliers shall furnish equipment submittals 14 days prior to bid date for approval to bid. As part of the submittals, the substitute manufacturer shall supply as a minimum engine, alternator and control panel wiring diagrams and schematics. A separate list of all printed circuit boards with part numbers and current pricing must also be included.

## SECTION 281300 - ACCESS CONTROL

### PART 1 - GENERAL

#### SUMMARY

The work covered by this Section shall include all labor, equipment, materials, ancillary materials and services to furnish, install, test, and turnover components establishing a complete and operational microprocessor-based Access Control System (ACS), as described herein and in the contract drawings. This section includes specifications for an electronic access control system, which shall perform the following general services:

Access Control

Related Sections include the following:

Division 08 Section "Door Hardware" for any door hardware items that interface with electronic safety and security systems.

#### REFERENCES

##### Abbreviations and Acronyms

TCP/IP: Transport control protocol/Internet protocol incorporated into Microsoft Windows.

UPS: Uninterruptible power supply.

WAN: Wide area network.

RF: Radio frequency.

I/O: Input/Output.

LAN: Local area network.

LED: Light-emitting diode.

CPU: Central processing unit.

ACS: Access control system.

CCTV: Closed-circuit television.

CM: Computer Managed

SCH: Schlage

VON: Von Duprin

LCN: LCN

IVE: Ives

TBD: To be determined

NA: Not Applicable

PDA: Personal Digital Assistant

##### Definitions

ABA Track: Magnetic stripe that is encoded on track 2, at 75-bpi density in binary-coded decimal format; for example, 5-bit, 16-character set.

Central Station: A PC with software designated as the main controlling PC of the security access system. Where this term is presented with initial capital letters, this definition applies.

- Controller: An intelligent reader control panel that uses a computer for controlling its operation. Where this term is presented with an initial capital letter, this definition applies.
- Credential: Data assigned to an entity and used to identify that entity.
- DTS: Digital Termination Service: A microwave-based, line-of-sight communications provided directly to the end user.
- File Server: A PC in a network that stores the programs and data files shared by users.
- Identifier: A credential card, keypad personal identification number or code, biometric characteristic, or other unique identification entered as data into the entry-control database for the purpose of identifying an individual. Where this term is presented with an initial capital letter, this definition applies.
- Location: A Location on the network having a PC-to-Controller communications link. Where this term is presented with an initial capital letter, this definition applies.
- PCI Bus: Peripheral Component Interconnect; a peripheral bus providing a high-speed data path between the CPU and peripheral devices (such as monitor, disk drive, or network).
- ROM: Read-only memory. ROM data is maintained through losses of power.
- RS-232: A TIA/EIA standard for asynchronous serial data communications between terminal devices. This standard defines a 25-pin connector and certain signal characteristics for interfacing computer equipment.
- RS-485: A TIA/EIA standard for multipoint communications.
- WAV: The digital audio format used in Microsoft Windows.
- Wiegand: Patented magnetic principle that uses specially treated wires embedded in the credential card.
- Workstation: A PC with software that is configured for specific limited security system functions.

#### Reference Standards

- FCC: All assemblies shall be in compliance with FCC emission standards.  
Microprocessor based controller: Part 15, Subpart F, Class A.  
Proximity Card Reading Sensors: Part 15, Subpart F (field disturbance sensors).  
Dial-up modems: Part 68
- 2000 International Fire Code  
American National Standards Institute (ANSI)  
NFPA 70 (1999) National Electric Code International Organization for Standardization (ISO)  
NEMA: Electrical equipment shall comply with applicable portions of NEMA.  
Underwriters Laboratories (UL)  
UL-1012 and CSA: All power supplies shall be in compliance with Underwriters Laboratories standard UL1012 and CSA standards for power supplies.  
UL-294: The system shall comply with Underwriter Laboratories standard UL294 for Access Control Systems.
- All applicable state and local codes

#### ADMINISTRATIVE REQUIREMENTS

- Coordination: The ACS contractor is required to coordinate with all required trades work that is required by and for "others".

**Pre-installation Meetings:** Pre-installation meetings shall be held outlining requirements of all trades involved in the successful installation of this ACS.

**Sequencing:** The work shall be performed in the following sequence:

- Installation of Access Controllers & Modules.
- Installation of devices and readers.
- Installation of site control equipment.
- Commissioning of the new system components.

**Scheduling:** The ACS contractor shall schedule work in order to complete the ACS in accordance with the project timeline.

### ACTION SUBMITTALS

Submit evidence of compliance for Security Contractor and equipment manufacturer prior to Bid, and as indicated under the quality assurance section(s) of Division 28 Specification Sections and this section.

Submit data consisting of shop drawings and catalog datasheets complete with technical data necessary to evaluate the material and equipment. Include dimension, wiring and block diagrams, performance data, ratings, control sequences, and other descriptive data necessary to describe the item proposed and its operating characteristics. Include a complete technical specification for the submitted equipment, noting differences and adherence to all Division 28 Sections.

Submit shop drawings and product data in accordance with this Section.

Coordinate with other trades in submittal of shop drawings.

Shop drawings shall detail space conditions and shall be subject to final review by the Architect.

Provide an operational narrative of each component/system.

Submit to Owner a complete listing of proposed devices, indicating interconnection equipment locations and specifying terminal/connecter termination locations. Submit a complete set of proposed drawings, identifying equipment locations, types of cabling, numbers of conductors, raceway locations, and termination points of each conductor.

The approval of shop drawings or samples does not relieve the Security Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Security Contractor has informed the Architect in writing of such deviation at the time of submission, has noted the deviation on the shop drawings, and the Architect has given written approval of the specific deviation. The Architect's approval also does not relieve the Security Contractor from responsibility for errors or omissions in the shop drawings or samples.

Coordinate equipment submittals with construction schedules.

Do not purchase or install equipment requiring submittal until the review process is complete.

### INFORMATION SUBMITTALS

Coordinate with, and Submit for Owner approval a listing of all system components with recommended labeling for identification within the system.

Coordinate with, and Submit for Owner approval a listing of doors recommended for time zone unlocking/alarm shunting.

Coordinate with, and Submit for Owner approval a listing of operator privileges recommended for system segregation.

Project Record Documents:

As-Built Drawings: Security Contractor shall maintain record of "as-built" drawings. Upon Security Contractor completion of the final punch list, a full size set of drawings and one set of CAD disks shall be submitted for review and record.

The Security Contractor shall provide documentation of all final components showing the following information.

- System Label
- Physical Location
- System address
- Functional description

## CLOSEOUT SUBMITTALS

Warranty Documentation: Provide copies of manufacturers warranties for all system components and applicable equipment. Include statement of labor warranty from the manufacturer, Security Contractor, and/or 3<sup>rd</sup> party entity.

### Record Documentation

Submit a copy of a signed agreement between the Security Contractor and the Owner stipulation that the license of all software and operation systems residing on the server and workstations shall become the sole property of the Owner

Submit to Owner upon completion of Work, all passwords used to access all aspects of the operating system software and database utilized by the ACS. Documentation shall include the name and position of anyone who has knowledge or record of these passwords.

Extra Stock Materials: Furnish materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

Fuses of all kinds, power and electronic, equal to 10 percent of amount installed for each size used, but no fewer than three units.

### Substantial Design Closeout Documentation

Operation and Maintenance Manual Data: Submit data in accordance with Division 1 and this Section for all equipment specified in this Section. Include complete set of supplier's operating instructions, installation instructions, and troubleshooting guide. Include final listing of doors, locations and normal status.

Prior to Substantial Completion, provide schematic drawings depicting type and location of interface equipment/components, number of cables and conductors, raceway locations, types of connectors, circuit requirements and type and dimensions of enclosures.

### Tools

The Security Contractor shall provide documentation of any specialized tools required by the End User in order to perform routine maintenance.



Commissioning Reports: Security Contractor shall provide documentation of both the Final Test Acceptance and Start Up Testing as per Part 3, 3.12.

## QUALITY ASSURANCE

### Qualifications

#### Manufacturer:

Manufacturer of products defined in this section shall have at least 10 years experience in manufacturing and servicing access control and management systems.

#### Supplier:

Obtain Workstations, Controllers, Identifier readers, and all software through one source from a single manufacturer.

#### Installer / Systems Integrator Qualifications:

Company must employ workers trained and certified by manufacturer.

Company must have a minimum of 5 (five) years system design, engineering supervision, and installation experience in the alarm or access control industry.

Company must employ personnel that are trained, authorized, and hold current certification to install the specified products.

Company has local coverage for all sites included in this section qualified to service the products being installed.

Service facility: Systems Integrator shall have service facilities within 50 miles of the installation.

#### Testing Agency

Electrical Components, Devices, and Accessories: Must be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

## DELIVERY, STORAGE, AND HANDLING

Acceptance: Upon delivery to the site, Contractor shall inspect all products and materials for any damage. Acceptance of the units constitutes that the inspection has occurred and no damaged or unacceptable products were found, and any damage or unacceptable products would be the responsibility of the Contractor.

### Product Storage and Handling Requirements

#### Central Station, Workstations, and Controllers:

Store in temperature and humidity controlled environment in original manufacturer's sealed containers. Maintain ambient temperature between 50 and 85 deg F (10 and 30 deg C), and not more than 80 percent relative humidity, non-condensing.

Open each container; verify contents against packing list, and file copy of packing list, complete with container identification for inclusion in operation and maintenance data.

Mark packing list with designations that have been assigned to materials and equipment for recording in the system labeling schedules that are generated by cable and asset management system specified in Part 2.

Save original manufacturer's containers and packing materials and deliver as directed under provisions covering extra materials.

## SITE CONDITIONS

**Ambient Environmental Requirements:** System shall be capable of withstanding the following environmental conditions without mechanical or electrical damage or degradation of operating capability:

**Control Station:** Rated for continuous operation in ambient conditions of 60 to 85 deg F (16 to 30 deg C) and a relative humidity of 20 to 80 percent, non-condensing.

**Interior, Controlled Environment:** System components, except central-station control unit, installed in temperature-controlled interior environments shall be rated for continuous operation in ambient conditions of 36 to 122 deg F (2 to 50 deg C) dry bulb and 20 to 90 percent relative humidity, non-condensing. NEMA 250, Type 1 enclosure.

**Interior, Uncontrolled Environment:** System components installed in non-temperature-controlled interior environments shall be rated for continuous operation in ambient conditions of 0 to 122 deg F (minus 18 to plus 50 deg C) dry bulb and 20 to 90 percent relative humidity, non-condensing.

**Exterior Environment:** System components installed in locations exposed to weather shall be rated for continuous operation in ambient conditions of minus 30 to plus 122 deg F (minus 34 to plus 50 deg C) dry bulb and 20 to 90 percent relative humidity, condensing. Rate for continuous operation where exposed to rain as specified in NEMA 250, winds up to 85 mph (137 km/h). NEMA 250, Type [3] [3R] [3S] [4] [4X] enclosures.

**Hazardous Environment:** System components located in areas where fire or explosion hazards may exist because of flammable gases or vapors, flammable liquids, combustible dust, or ignitable fibers shall be rated, listed, and installed according to NFPA 70.

**Corrosive Environment:** For system components subjected to corrosive fumes, vapors, and wind-driven salt spray in coastal zones, provide NEMA 250, Type [4X] [6P] enclosures.

**Begin installation of electronic components only when the following is met, in each installation area:**

All wet work is completed.

Area is dust free.

Painting work is completed.

## WARRANTY

### Special Warranty

**Proximity Access Readers:** Proximity readers shall provide a lifetime warranty against workmanship and defects.

**System Components:** One (1) year from date of Substantial Completion.

**Labor:** One (1) year from date of Substantial Completion.

**Extended Correction Period:** On system components that require an extended correction period after Substantial Completion, the above Warranty shall commence at the end of the extended correction period.

## PART 2 - PRODUCTS

### MANUFACTURERS

Subject to compliance with project requirements, manufacturer's offering Products which may be incorporated in the Work include the following:

Access Control System Hardware/Firmware/Software:

Schlage Electronic Security

No Substitutions

Power Supplies:

Schlage Electronic Security

Approved Equal

Credentials & Readers:

Schlage Electronic Security

No Substitutions

Remote Key Switches & Request-to-Exit Buttons:

Schlage Electronic Security

No Substitutions

Door Position Switches/Contacts:

Schlage Electronic Security

Approved Equal

Request-to-Exit Motion Sensors:

Schlage Electronic Security

Approved Equal

Electric Horns, Door Alarms, Strobes:

Schlage Electronic Security

Approved Equal

### ACCESS CONTROL SYSTEM REQUIREMENTS

General Access Control System Description:

The Access Control System's primary function is to regulate access through specific portals to secured areas and provide security functions noted in this Section.

The ACS shall utilize card technology as its primary access device but will support other input technologies at each door such as Biometric technology.

**SURGE AND TAMPER PROTECTION:**

Surge Protection: Components must be protected from voltage surges originating externally to equipment housing and entering through power, communication, signal, control, or sensing leads. Must also include surge protection for external wiring of each conductor-entry connection to components.

Tamper Protection: Tamper switches on enclosures, control units, pull boxes, junction boxes, cabinets, and other system components shall initiate a tamper-alarm signal when unit is opened or partially disassembled. Control station, reader control panel alarm display shall identify tamper alarms and indicate the locations.

**General Access Control Software Description:**

The ACS Software shall be expandable to meet all criteria noted in Sections 2.5 through 2.9 of this document.

The ACS Software shall include all options to accommodate all devices in the construction documents.

The ACS Software shall include applications to accommodate the following functions:

The ACS shall consist of a PC-based Central Station.

The ACS shall allow users to manage and support off-line doors including, but not limited to, Schlage computer managed stand alone electronic locks.

The ACS shall include fully integrated digital photo identification/badging software.

The ACS shall include one visitor management location (standard with SMS Enterprise Software / option with SMS Premier Software/ not available for SMS Select Software).

The ACS shall include integrated digital video transaction retrieval software. Such software shall include direct links from the ACS alarm and transaction monitoring applications.

**General Access Control Hardware Description:**

The ACS Hardware shall be expandable to meet all criteria noted in Section 2.4 of this document.

The ACS Hardware shall include all options to accommodate all devices in the construction documents.

The ACS Hardware shall include devices to accommodate the following functions:

**Internal System Security Provisions:**

**Supervised Wiring:** Selected field wiring shall be supervised. Cutting, shorting, or altering connections of any wire listed as supervised below, shall be detected, and shall activate an alarm condition at system workstations. Provide wiring supervision for the following functions:

Tamper Switches.

Door Position or Contact Switches.

Panic/Duress Alarms.

Other intrusion detection/alarm input devices, as defined herein and indicated on the Drawings.

Access Control System head end can be interfaced with the CCTV system head end to cause automatic call up (via ASCII text string). Upon selected event condition, the access control system shall cause the CCTV system to automatically call up the camera image associated with the alarm or event point or location.

**Interface with the Fire Alarm System:** The ACS shall be programmed so that relay output contact(s) from the fire control panel will be capable of initiating a selected or zoned unlocking of secured portals during potential emergency incidents or situations. Coordinate the requirements of this physical interface with other disciplines affecting the Work.

Ensure integration with, and control of, motorized doors, gates, elevators and turnstiles included in the project.

When the access control system is used to activate or open doors equipped with motorized operators and electric locks, system will provide a 0.5 second delay timer to delay activation of the door operator until the electric locks are released.

Contractor User privilege levels will be established during the installation and testing periods of current Project shall be removed from the system, unless otherwise authorized in writing by the Owner.

#### MATERIALS, GENERAL

**Power:** All ACS equipment shall operate on 120-VAC. Any special power treatment required, such as filtering or spike elimination that may be required for proper operation and protection of the ACS, shall be provided with the system.

**Backup Power:** ACS equipment shall be supplied from a UPS system, which shall be tied to emergency building power circuits. The UPS shall power the equipment including, but not limited to, access control processors, modules, electronic locks and lock power supplies for a minimum of 4 hours. Access control system PC Servers and Workstations shall be equipped with a local Uninterruptible Power Supply (UPS). The UPS shall provide a minimum of 600VA.

**Hardware:** Provide a distributed access control system as required for a complete operating system as described herein and as shown on the Contract Drawings.

#### ACCESS CONTROL SYSTEM HARDWARE / FIRMWARE

All hardware shall be provided with enclosures, with hinged doors and locks. All the enclosures shall also be equipped with tamper switches.

##### Reader Control Panels

The Reader control panels shall be independently programmed, intelligent devices, which shall be able to process transactions at the local level. The system shall provide reader controllers in 2, 8 and 16-reader capacity.

The system shall also provide expansion I/O (input/output) boards, which have 24 supervised contacts and 24SPDT relays. Expansion I/O boards can be connected to reader controllers with 8 or 16-reader capacity. These boards can be utilized for alarm and elevator control.

The system shall support direct and/or master/slave configurations. Reader Interfaces, Reader Controllers and I/O expansion boards may be connected to the same Reader Controller but they may not be mixed on the same channel.

The master Reader Controller shall support a maximum of sixteen (16) Reader Interface modules. These Reader Interfaces shall support a multitude of reader and keypads technologies.

The communication between the PC and the Reader Controller shall be established directly through a serial port, through IP connection or dial-up modem.

The Reader Controller shall dial the PC automatically when the alarm or the transaction buffer is 75% full when using a dial-up modem configuration.

- The communication between the Reader Controller and the Reader Interface shall be via RS-485 protocol.
- The Reader Interfaces shall be used with any combination of read head technologies: proximity, magnetic stripe, wiegand, barium ferrite, bar code, smart card, biometric, Schlage wireless and more.
- The Reader Controller shall provide on board monitoring of up to eight (8) supervised or unsupervised contact inputs and two (2), 2-amp relay outputs, in addition to monitoring AC power and low battery. To support additional on board input contacts and relay outputs, an I/O expansion board shall be required to achieve a total of sixteen (16) supervised or unsupervised contact inputs and fourteen (14) 2-amp relay outputs.
- The Reader Controller shall be filtered at the operator level. The filter shall allow operating, editing, viewing or denying access to the hardware.
- All the commands and updates to the Reader Controller shall be verified and shall automatically retry if communication fails.
- The system shall have scheduler that can automatically call remote locations to update Reader Controller information and retrieve transactions.
- Each Reader Controller shall be addressed within the system by a unique user defined name.
- The Reader Controller shall incorporate an on-board 16-channel multiplexer to support up to 16 devices. In cases where the physical environment dictates running a single pair of wires, the Reader Controller shall provide a point on the board capable of supporting up to 16 card readers in a multiplex or multi-drop configuration. Hardwire connection shall be two wire RS-485. In full duplex RS-232, panel will support only 8 devices.
- The Reader Controller shall incorporate integral on-board auto-answer, auto-dial modem for call back. If a network connection is present, the dial-up connection shall serve as an alarm backup in case the network is busy or fails. There shall be a provision to call alternate telephone numbers when alarms occur. For additional security, the control panel in a dial-up configuration shall dial the PC back before receiving any data.
- The Reader Controller shall provide a response time from card presentation to GO/NO-GO indication, not to exceed one second, regardless of the number of card readers active in the system at any given time.
- Each reader control panel shall provide control from 2 to 110 scheduled or event driven relay outputs with optional I/O expansion boards.
- The reader control panel shall have dynamically allocated RAM memory to store up to 100,000 card ID numbers up to six digits in length. Additional RAM modules shall be available in 3MB and 7MB, to achieve the 100,000-card memory requirement.
- The Reader Controller shall incorporate built-in data backup in the form of a lithium battery or "Super Cap" to last 168 hours.
- The Reader Controller shall have gel cell batteries for standby operation.
- The Reader Controller shall incorporate a built-in, real-time clock for providing scheduled event programming. Clock shall be initially set and subsequently updated from the PC or hand-held programmer.
- The Reader Controller shall be able to run on low voltages: 16VAC or 24VDC. Power consumption shall not exceed 600mA (excluding card readers).
- Contact Point Supervision

The Reader Controller shall support supervision of contact points to detect any tampering with equipment, including breaks and/or shorts in the cable between the Reader Controller and the supervised input point.

To detect trouble in the circuit, terminating resistors shall be installed within the contact. These resistors shall allow the Reader Controller to distinguish between a contact point opening or closing from a circuit opening or shorting.

The Reader Controller shall support three methods, or types of supervision.

- Type 0: Both series and parallel resistors at the contact
  - Door Held Open (DHO) or Door Forced Open (DFO)
  - Contact Secured
  - Trouble Open (break in the circuit)
  - Trouble Short (short in the circuit)

#### Reader Interface

Each reader in the system shall have a dedicated Reader Interface.

The Reader Interface shall support multiple reader technologies including but not limited to:

- Magnetic Stripe (swipe or insertion)
- Wiegand (swipe, insertion or key)
- Proximity
- Barium Ferrite
- Keypad
- Bar Code
- Biometric
- Schlage Wireless technology

The Reader Interface shall contain and control up to two single pole/double throw 2-amp mechanically latching relays.

The Reader Interface shall provide seven supervised or unsupervised contact inputs (in addition to the 8 supervised or unsupervised inputs on the Reader Controller).

A noise suppression kit shall be included with the Reader Interface.

The Reader Interface shall communicate via RS-485, two-wire cable up to 4,000 feet from the Reader Controller.

The Reader Interface shall support an audible valid/Go signal.

The Reader Interface shall support multi-color LED for Go and No Go indications.

#### Communication Devices

The system shall provide an I/O (input/ output) expansion board with 12 additional relays and 8 supervised or unsupervised contact inputs.

I/O (input/output) expansion board shall integrate into existing intrusion alarm system.

I/O (input/output) expansion board shall relay alarms to existing intrusion alarm system according to owner's instructions.

The system shall provide on-board dial-up modem and/or IP addressable module.

#### Accessories

Request-to-Exit Motion Detectors:

Motion detectors shall be used to shunt alarm signals when exiting. Detectors shall not be used to unlock the access door.

12/24VDC Request-to-Exit (REX) sensors:

Field adjustable for coverage.  
Form C relay output for signaling to Controller.

Door Position Switches/Contacts:

Hermetically sealed magnetic reed switch.  
Contact & magnet housing shall snap-lock into a 3/4" hole.  
Provide 45-degree condolettes to enclose and protect cabling from door contacts/switches. Condolettes shall be placed as close to the contact/switch as possible.

Hardware Specifications

Reader Controller

Power input - 16VAC or 24VDC 4-amps  
Power consumption – 600mA  
Ambient temperature – 0° to 49° C or 32° to 120° F  
Humidity – 10% to 85%  
Maximum distance to PC – RS-232 communication - 50 feet

Reader Interfaces

Power input - 12-24 VDC  
Power consumption – 350mA  
Ambient temperature – 0° to 49° C or 32° to 120° F  
Humidity – 10% to 85%

ACCESS CONTROL SYSTEM SOFTWARE

System Communication: System shall provide an interface (Communication Interface Module or CIM) to issue all database changes to the Reader Controllers. This software module also shall have the ability to gather all the information (transactions) from the Reader Controller and store it in proper history files.

The CIM shall reside on any client or server. On a multi-user system that uses multiple CIMs, the CIM shall reside on any client or server.

The communication between the CIM and the controllers shall be through direct cabling, or TCP/IP communication protocol.

All serial ports to which the controllers are connected shall be configured using an easy to follow menu. All COM PORT status messages shall be color-coded.

The CIM shall have a specific window, which shall display all the Controllers connected to a COM Port. The user shall be able to select one particular Controller and get all the information pertaining to that device. (Example: Device number, channel, address, phone number, connection status, etc).

When using a dial up modem, the user will be able to schedule automatic updates of controller panels. The CIM shall be able to communicate with the control panels located at remote locations at scheduled intervals and update the data in the controller memory.

Communication Management: System shall facilitate a program that controls the communication between the CIM and the workstations.

An ACS application known as the SP (System Processor) shall be in charge of directing transactions and alarms to proper workstations.

ACS program shall be capable of sending alarm e-mail messages to programmed e-mail accounts.



Access Privileges: Software shall allow for assignment of the access rights to badge holders. The access right is the combination of which areas the badge holder can access and during which. Each badge holder shall be allowed multiple "Area" access rights. Each access right shall be allowed to have a different time schedule.

Software shall automatically load the proper access rights into each field panel without operator intervention. There shall be no limits on the number of access rights (who goes where and when) by the system design.

Access Privilege Expiration: Include the ability to force an expiration of access privileges in any or all areas with simple programming modification.

Extended Access Privilege: ACS shall include the ability extend the access privileges in any or all areas with simple programming modification.

## PART 3 - EXECUTION

### EXAMINATION

#### Site Verification of Conditions

Examine pathway elements intended for cables. Check raceways, cable trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting installation.

Examine roughing-in for LAN and control cable conduit systems to PCs, Controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.

Proceed with installation only after unsatisfactory conditions have been corrected.

### PREPARATION

Furnish any inserts required for building into concrete, masonry, and other work, to support and attach work of this section. Furnish in ample time to comply with schedule of work into which inserts are built.

Verify that power and outlets are in correct locations.

Verify that building structure is properly prepared for mounting, attachment and support of equipment.

Perform a wireless site survey to determine any need of any additional equipment to provide a fully operational wireless locking system.

Prior to installation of systems components and devices, verify all required preparations have been properly performed and that substrates are acceptable for installation.

Verify all rough-ins and field dimensions.

Report in writing to the Architect any prevailing conditions that will adversely affect satisfactory execution of Work in this Section.

Security Consultant reserves the right to review proposed methods of construction/installation, reject proposed methods, and have the installation done in a satisfactory method at the Contractor's cost.

#### INSTALLATION, GENERAL

Install work in accordance with manufacturer's recommendations, instructions and final Shop Drawings.

Anchor components securely in place, plumb, level, and accurately aligned. Provide separators and isolators to prevent corrosion and electrolytic deterioration.

For card readers that are located in equipment traffic areas, and that are exposed to damage due to collision or impact from forklifts, or manually moved carts, carriers, or other equipment used by the Owner, provide protective bollards, railings, coverings etc. to ensure that all card readers installed are properly protected from such damage.

Provide fastenings, plates, and other incidental items required for complete and operational installation.

Provide required electrical work in accordance with National and Local code requirements.

#### WIRING

Install all wiring connecting all system components and controlled and monitored devices.

Install all transformers, relays and other accessories.

Install all cable, and perform all cable splicing and equipment terminations.

Use 45-degree condolettes to enclose and protect cabling from door contacts/switches. Condolettes shall be placed as close to the contact/switch as possible.

Pull continuously between connections where possible.

Install electronic systems wiring and cabling in conduit or raceway, as noted on Drawings.

Pulling cables and wires:

Do not force or pressure in a manner, which will stretch, break or damage jacket.

Use an inert anti-friction material to assist in pulling wire.

Pull all cables and wires to be installed in a raceway all at one time.

#### GROUNDING

Comply with Division 26 Section "Grounding and Bonding for Electrical Systems."

Comply with IEEE 1100, "Power and Grounding Sensitive Electronic Equipment."

Ground cable shields, drain conductors, and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.

Bond shields and drain conductors to ground at only one point in each circuit.

Signal Ground:

Terminal: Locate in each equipment room and wiring closet; isolate from power system and equipment grounding.

Bus: Mount on wall of main equipment room with standoff insulators.

Backbone Cable: Extend from signal ground bus to signal ground terminal in each equipment room and wiring closet.

## IDENTIFICATION

In addition to requirements in this Article, comply with applicable requirements in Division 26 Section "Identification for Electrical Systems" and with TIA/EIA-606.

Using cable and asset management software specified in Part 2, develop Cable Administration Drawings for system identification, testing, and management. Use unique, alphanumeric designation for each cable, and label cable and jacks, connectors, and terminals to which it connects with same designation. Use logical and systematic designations for facility's architectural arrangement.

Label each terminal strip and screw terminal in each cabinet, rack, or panel.

All wiring conductors connected to terminal strips shall be individually numbered, and each cable or wiring group being extended from a panel or cabinet to a building-mounted device shall be identified with the name and number of the particular device as shown.

Each wire connected to building-mounted devices is not required to be numbered at the device if the color of the wire is consistent with the associated wire connected and numbered within the panel or cabinet.

## SYSTEM SOFTWARE

Install and test software and databases for the complete and proper operation of systems involved. Assign software license to Owner.

## SYSTEM PROGRAMMING

The Contractor shall work with the Owner to ensure that the new components will be properly programmed into the existing system.

## SITE QUALITY CONTROL

The Contractor shall develop a Final Test and Acceptance (FTA) Plan. The plan shall identify each new system component provided in the work, intent of test, method or methods of test and expected results. Each component listed in the plan shall include space for test part signatures, brief comments, time of test and pass/fail check boxes. The FTA plan shall be submitted to the owner's representative 30 days prior to the scheduled final test.

Provide manufacturer's supervision of final testing of each system.

On-Site Testing: Manufacturer trained and authorized Systems Integrator shall functionally test each component in the system after installation to verify proper operation and confirm that the wiring and dressing conform to the wiring documentation.

Each system shall test free from interference, opens, grounds, and short circuits.

#### START-UP TEST (BURN-IN)

Following completion of the Final Test, the system shall undergo a thirty (30) day Operational Demonstration Test (ODT) or Burn-In period. This operational demonstration period shall start when all specified systems and equipment have been installed and Substantial Completion is reached, with only a moderate number of punch list items remaining.

During this period, the system shall be operated under a normal facility traffic load for no less than 30 days. If any item or system fails during the ODT, the 30-day burn-in period shall be suspended for that item until repaired or replaced. Once repaired or replaced, the burn-in period shall recommence.

Final system acceptance of the entire project will be withheld until after successful completion of this operational demonstration period for all systems and components.

System will not be considered substantially complete until the following activities have been successfully completed:

- Acceptance of all submittals.

- Delivery of final documentation.

- Successful Final Test and Inspection

- Successful Operational Demonstration Test

- Successful training and demonstration, including operation of systems using the manuals.

- Purging of Contractor User privileges and return of all key card media.

#### CLEANING AND WASTE MANAGEMENT

Cleaning and Touchup: Immediately after installation, including the completion of wiring and testing, clean all work and touchup all damaged factory finishes.

#### Protection

Maintain strict security during the installation of equipment and software. Rooms housing the control station, and workstations that have been powered up shall be locked and secured, with an activated burglar alarm and access-control system reporting to a Central Station complying with UL 1610, Central-Station Burglar-Alarm Units, during periods when a qualified operator in the employ of Contractor is not present.

Protection: Provide protective covers, fenders, and barriers as necessary to maintain Work of this Section in same condition as installed until time of Substantial Completion.

#### Closeout Activities

##### DEMONSTRATION

Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain security access system. Refer to Division 01 Section Demonstration and Training.

Develop separate training modules for the following:

- Computer system administration personnel to manage and repair the LAN and databases and to update and maintain software.

Operators who prepare and input credentials to man the control station and workstations and to enroll personnel.  
Security personnel.  
Hardware maintenance personnel.  
Corporate management.

#### Training

Operator Training: Instruct operating staff in proper operation, including hands-on training.

Minimum of twenty-four (24) man-hours covering the operations for each system installed.

Training sessions shall be provided to supervisors, staff, maintenance personnel and any other personnel designated by the Owner. Contractor should prepare to provide operator training for up to ten (10) personnel.

Contractor shall be prepared to provide training sessions on all work shifts, including day, evening and night shifts.

Review in detail all information in the Operations and Maintenance Manuals for each system provided.

Prior to administering the above training, the Contractor(s) shall prepare an outline of the training, identifying the goals and expectations of the course and detailing what students are expected to learn.

#### Life Cycle Activities

Commissioning: All system components shall be commissioned as to conform to the manufacturer's recommendations for maximum life cycle.

Operation and Use: Provide, in writing, Operation and Use procedures for each system component. Such procedures shall be written in order to conform to the manufacturer's recommendations for maximum life cycle.

Maintenance: Provide, in writing, Maintenance procedures for each system component. Such procedures shall be written in order to conform to the manufacturer's recommendations for maximum life cycle.

Maintenance Beyond Warranty Period: Provide, in writing, a quote for a one (1) year and five (5) year service plan beyond the required warranty.

Access Control Schedule

| Location  | Description  | Hardware Set | Access Control Set | Notes |
|-----------|--|--------------|--------------------|-------|
| SEE NOTES | Access Control Head-in   | N/A          | 0.0                | 3     |
| 102       | Single Access Control Door with Electric Latch Retraction                | 01A          | 1.1                |       |
| 104       | Double Access Control Door with Electric Latch Retraction                | 02           | 2.1                |       |
| 116       | Single Access Control Door with Electric Latch Retraction                | 01A          | 1.1                |       |
| 117       | Single Access Control Door with Electrified Cylindrical Lock             | 03           | 1.5                |       |
| 201       | Single Access Control Door with Electrified Cylindrical Lock             | 23           | 1.2                |       |
| 203       | Single Access Control Door with Electrified Trim                         | 24           | 1.3                |       |
| 210       | Single Access Control Door with Electrified Trim                         | 24           | 1.3                |       |
| 213       | Single Access Control Door with Electrified Cylindrical Lock             | 25           | 1.2                |       |
| 214       | Double Access Control Door with Electric Latch Retraction                | 02           | 2.1                |       |
| 224       | Single Access Control Door with Electrified Cylindrical Lock and Buzz in | 23           | 1.4                |       |
| 225       | Double Access Control Door with Electrified Trim and Buzz in             | 22           | 2.2                |       |
| 227       | Double Access Control Door with Electric Latch Retraction                | 02           | 2.1                |       |
| 228       | Single Access Control Door with Electrified Cylindrical Lock and Buzz in | 23           | 1.4                |       |

Access Control Set 0.0

Head In

| Qty |       | Description                        | Part Number | Brand | Notes |
|-----|-------|------------------------------------|-------------|-------|-------|
| 1   | EA    | Access Controller                  | SRCNX-16    | SCE   | 1     |
| 1   | EA    | Controller 24VDC/4Amp Power Supply | S400-NX     | SCE   | 1     |
| 1   | EA    | IP Network Module                  | SIPNX-100   | SCE   | 1     |
| 1   | EA    | SMS Premier 5 Client Software      | SPRE-SFT-5  | SCE   | 1     |
| 1   | EA    | Access Control Server              | TBD         | TBD   | 1     |
| 100 | EA    | Proximity Cards                    | SXF7510     | SCE   | 1     |
| See | Notes | 24VDC/ 3A Lock Power Supplies      | 510-ULAC    | SCE   | 1, 6  |

Access Control Set 1.1

Description: Single Door with Electronic Latch Retraction

| Qty |    | Description                          | Part Number | Brand | Notes |
|-----|----|--------------------------------------|-------------|-------|-------|
| 1   | EA | Electronic Latch Retraction Push Bar | See Notes   | VON   | 2, 4  |
| 1   | EA | Electric Power Transfer              | EPT-10      | VON   | 2     |
| 1   | EA | Push Bar Power Supply                | PS873-2     | VON   | 2     |
| 1   | EA | Multi-Technology Reader              | SXF1500     | SCE   | 1     |
| 1   | EA | Reader Interface                     | SRINX-2     | SCE   | 1     |
| 1   | EA | Door Position Switch                 | 679-05HM    | SCE   | 1     |

Access Control Set 1.2

Description: Single Door with Electrified Cylindrical Lock

| Qty  | Description                  | Part Number | Brand | Notes |
|------|------------------------------|-------------|-------|-------|
| 1 EA | Electrified Cylindrical Lock | See Notes   | SCH   | 2, 4  |
| 1 EA | Electrified Hinge            | See Notes   | IVE   | 2, 4  |
| 1 EA | Multi-Technology Reader      | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface             | SRINX-2     | SCE   | 1     |
| 1 EA | Door Position Switch         | 679-05WD    | SCE   | 1     |

Access Control Set 1.3

Description: Single Door with Electrified Push Bar Trim

| Qty  | Description               | Part Number | Brand | Notes |
|------|---------------------------|-------------|-------|-------|
| 1 EA | Electrified Push Bar Trim | See Notes   | SCH   | 2, 4  |
| 1 EA | Electrified Hinge         | See Notes   | IVE   | 2, 4  |
| 1 EA | Multi-Technology Reader   | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface          | SRINX-2     | SCE   | 1     |
| 1 EA | Door Position Switch      | 679-05WD    | SCE   | 1     |

Access Control Set 1.4

Description: Single Door with Electrified Cylindrical Lock and Buzz in

| Qty  | Description                  | Part Number | Brand | Notes |
|------|------------------------------|-------------|-------|-------|
| 1 EA | Electrified Cylindrical Lock | See Notes   | SCH   | 2, 4  |
| 1 EA | Electrified Hinge            | See Notes   | IVE   | 2, 4  |
| 1 EA | Multi-Technology Reader      | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface             | SRINX-2     | SCE   | 1     |
| 1 EA | Door Position Switch         | 679-05WD    | SCE   | 1     |
| 1 EA | Buzz in Switch               | 660-PB      | SCE   | 1     |



Access Control Set 1.5

Description: Single Hollow Metal Door with Electrified Cylindrical Lock

| Qty  | Description                  | Part Number | Brand | Notes |
|------|------------------------------|-------------|-------|-------|
| 1 EA | Electrified Cylindrical Lock | See Notes   | SCH   | 2, 4  |
| 1 EA | Electrified Hinge            | See Notes   | IVE   | 2, 4  |
| 1 EA | Multi-Technology Reader      | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface             | SRINX-2     | SCE   | 1     |
| 1 EA | Door Position Switch         | 679-05HM    | SCE   | 1     |

Access Control Set 2.1

Description: Double Door with Electric Latch Retraction Push Bar

| Qty  | Description                          | Part Number | Brand | Notes |
|------|--------------------------------------|-------------|-------|-------|
| 1 EA | Electronic Latch Retraction Push Bar | See Notes   | VON   | 2, 4  |
| 1 EA | Electric Power Transfer              | EPT-10      | VON   | 2     |
| 1 EA | Push Bar Power Supply                | PS873-2     | VON   | 2     |
| 1 EA | Multi-Technology Reader              | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface                     | SRINX-2     | SCE   | 1     |
| 2 EA | Door Position Switch                 | 679-05HM    | SCE   | 1     |
| 1 EA | Passive Infrared Request to Exit     | SCAN II-W   | SCE   | 1     |

Access Control Set 2.2

Description: Double Door with Electrified Push Bar Trim and Buzz In

| Qty  | Description                      | Part Number | Brand | Notes |
|------|----------------------------------|-------------|-------|-------|
| 1 EA | Electrified Push Bar Trim        | See Notes   | SCH   | 2, 4  |
| 1 EA | Electrified Hinge                | See Notes   | IVE   | 2, 4  |
| 1 EA | Multi-Technology Reader          | SXF1500     | SCE   | 1     |
| 1 EA | Reader Interface                 | SRINX-2     | SCE   | 1     |
| 1 EA | Door Position Switch             | 679-05WD    | SCE   | 1     |
| 1 EA | Passive Infrared Request to Exit | SCAN II-W   | SCE   | 1     |

Notes

|   |   |
|---|---|
| 1 | Provided by Access Control Contractor             |
| 2 | Provided by Hardware Contractor                   |
| 3 | Access Control Contractor to determine location   |
| 4 | Refer to Section 08710 for Part Number            |
| 5 | Provided by Owner                                 |
| 6 | Access Control Contractor to determine quantities |

END SECTION 281300

## SECTION 311000 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Notify utility locator service for area where Project is located before site clearing.
- D. Do not begin site-clearing operations until temporary erosion and sedimentation control measures are in place.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance.
- B. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to City of Santa Cruz.
- C. Protect site improvements to remain from damage. Restore damaged improvements to condition existing before start of site clearing.
- D. Locate and clearly flag trees and vegetation to remain or to be relocated.
- E. Protect remaining trees and shrubs from damage and maintain vegetation. Employ a licensed arborist to repair tree and shrub damage. Restore damaged vegetation. Replace damaged trees that cannot be restored to full growth, as determined by arborist.
- F. Do not store materials or equipment or permit excavation within drip line of remaining trees.
- G. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
  - 1. Arrange with utility companies to shut off indicated utilities.

3.2 SITE CLEARING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- B. Strip topsoil. Stockpile topsoil that will be reused in the Work.
  - 1. Stockpile surplus topsoil to allow for respreading deeper topsoil.
- C. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- D. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Neatly saw-cut length of existing pavement to remain before removing existing pavement.
- E. Dispose of waste materials, including trash, debris, and excess topsoil, off Owner's property. Burning waste materials on-site is not permitted.
  - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 311000

## SECTION 312000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Unit prices for rock excavation are included in Division 01 Section "Price and Payment Procedures."
- B. Unauthorized excavation consists of excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- C. Do not interrupt existing utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Satisfactory Soil: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches (50 mm) in any dimension, debris, waste, frozen materials, vegetation, or other deleterious matter.
- B. Unsatisfactory Soil: ASTM D 2487 Soil Classification Groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill: Satisfactory soil materials.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.

- B. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost.
- C. Explosives: Do not use explosives
- D. Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents.
- E. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- F. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- G. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- H. Place backfill and fill in layers not more than 8 inches (200 mm) in loose depth at optimum moisture content. Compact each layer under structures, building slabs, pavements, and walkways to 95 percent of maximum dry unit weight according to ASTM D 698; elsewhere to 90 percent.
- I. Grade areas to a smooth surface to cross sections, lines, and elevations indicated. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1 inch and pavements and areas within building lines to plus or minus ½ inch.
- J. Under pavements and walkways, place subbase course material on prepared subgrades and compact at optimum moisture content to required grades, lines, cross sections, and thicknesses.
- K. Under slabs-on-grade, place drainage course on prepared subgrade and compact to required cross section and thickness.
- L. Allow testing agency to inspect and test each subgrade and each fill or backfill layer and verify compliance with requirements.
- M. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 312000

## SECTION 321216 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and hot-mix asphalt design mixes.
- B. Provide hot-mix asphalt paving according to standard specifications of section 39 of CDT.
- C. Asphalt-Paving Publication: Comply with AIMS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
  - 1. Base Course: Section 26 of the CTD Standard Specifications
  - 2. Surface Course: Section 39 of the CTD Standard Specifications
- B. Prime Coat: Before placing asphalt concrete on untreated base, a liquid asphalt prime coat shall be applied to the base course in conformance with Section 39 of the CTD Standard Specifications. Prime coat shall be applied at the rate of 0.25 gallons per square yard.
- C. Tack Coat: Before placing asphalt concrete, an asphalt emulsion tack coat (Paint binder) shall be applied to all vertical surfaces of existing pavement, curbs, gutters, construction joints and all existing pavement to be surfaced, in conformance with Section 39 of the CTD Standard Specifications.
- D. Fog Seal: Fog seal shall be applied to all finished surfaces of asphalt concrete pavement in accordance with Section 37 of the CTD Standard Specifications at a rate of 0.05 gallons per square yard. After fog seal has been applied, ample time shall be allowed for drying before traffic is allowed on the pavement or paint striping is applied.
- E. Pavement-Marking Paint: Traffic paint shall conform to or exceed the standards set forth of the State of California Materials and Research Department.
  - 1. Color: As Indicated
- F. Wheel Stops: Precast, air-entrained concrete, 2500-psi (17.2-MPa) minimum compressive strength, 4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 72 inches (1800 mm) long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.

PART 3 - EXECUTION

3.1 PAVING

- A. Tack coat existing asphalt or concrete surfaces and allow tack coat to cure undisturbed.
- B. Place hot-mix asphalt to required grade, cross section, and thickness. Promptly correct surface irregularities in paving course.
  - 1. Spread mix at minimum temperature of 250 deg F (121 deg C).
- C. Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- D. Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness.
- E. Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to 92 percent of reference maximum theoretical density according to ASTM D 2041.
- F. Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- G. Remove and restore paved areas that are defective or contaminated.
- H. Apply pavement-marking paint with mechanical equipment to a minimum wet film thickness of 15 mils (0.4 mm).
- I. Securely attach wheel stops into pavement with two galvanized-steel dowels embedded in precast concrete.
- J. END OF SECTION 321216



## SECTION 321313 - CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals:
  - 1. Shop drawings for reinforcing showing layout, dimensions and materials.
  - 2. Certificates or mill test reports indicating physical and chemical properties of reinforcing.
  - 3. Product data for concrete color admixtures, fly ash, non shrink grout, curing compound, absorptive mats, expansion joint filler, and bonding agent.
  - 4. Concrete design mix for each class of concrete.
  - 5. Information from the manufacturer on the post-consumer and post-industrial recycled content percentages in reinforcing.
- B. Comply with ACI 301, ACI 302.1R, ACI 305 R, ACI 306 R, ACI 306 R, ACI 308, ACI 309 R, ACI 318 & ACI 347.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Welded Wire Reinforcement: ASTM A 185, flat sheets.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- C. Portland Cement: ASTM C 150, Type I or II, white.
- D. Fly Ash: ASTM C 618, Type C or F.
- E. Normal-Weight Aggregates: ASTM C 33, Class 4M coarse aggregate, uniformly graded. Provide aggregates from a single source.
- F. Air-Entraining Admixture: ASTM C 260.
- G. Chemical Admixtures: ASTM C 494. Calcium chloride shall not be used.
- H. Synthetic Fiber: ASTM C 1116, Type III, polypropylene fibers, 1/2 to 1-1/2 inches (13 to 38 mm) long.
- I. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- J. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- K. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery.

- L. Pavement-Marking Paint: FS TT-P-1952, latex, water-base emulsion.

## 2.2 CONCRETE MIXTURES

- A. Proportion normal-weight concrete mixes to provide the following properties:
  - 1. Compressive Strength: 3000 psi (20.7 MPa) at 28 days.
  - 2. Slump Limit: 3 inches
  - 3. W/C Ratio: 0.50 maximum at point of placement.
  - 4. Air Content: 5-1/2 percent plus or minus 1.5 percent.
  - 5. Synthetic Fiber: 1.0 lb/cu. yd. (0.60 kg/cu. m).

## PART 3 - EXECUTION

### 3.1 PAVING

- A. Accurately position and support reinforcement, and secure against displacement.
- B. Locate and install contraction, construction, isolation, and expansion joints as indicated or required.
- C. Place concrete in a continuous operation within planned joints or sections. Do not add water to adjust slump.
- D. Float surfaces to true planes within a tolerance of 1/4 inch in 10 feet (1:480) medium-to-fine-textured broom finish.
- E. Tool edges and joints to a radius of 1/4 inch (6 mm).
- F. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
- G. Begin curing after finishing concrete. Keep concrete continuously moist for at least seven days.
- H. Apply traffic paint with mechanical equipment to a minimum wet film thickness of 15 mils (0.4 mm).
- I. Owner will employ a testing agency to sample concrete, perform tests, and submit test reports during concrete placement.
- J. Remove and replace concrete paving that is broken, damaged, or defective. Exclude traffic from paving for at least 14 days.

END OF SECTION 321313





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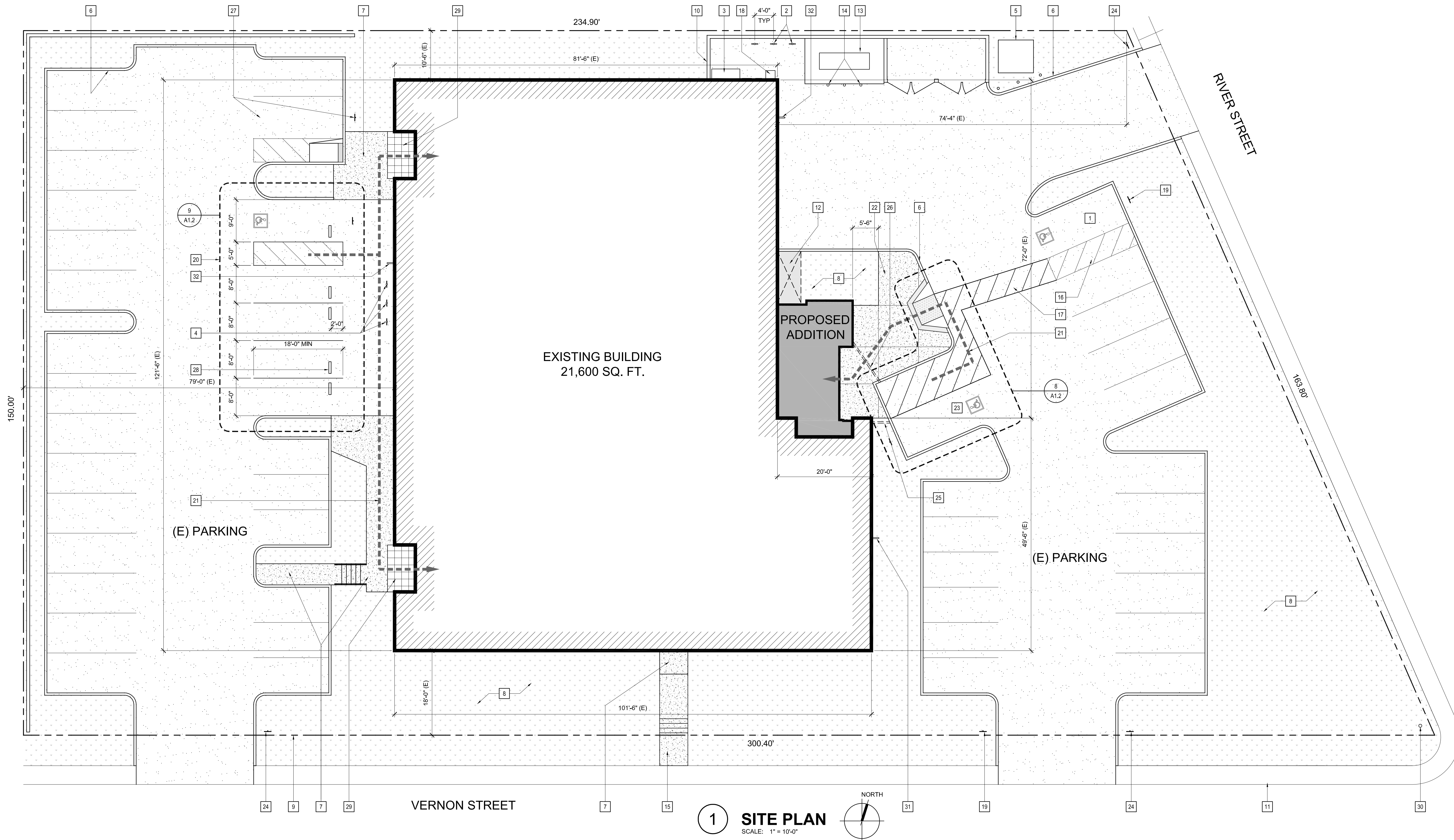
THE USE OF THE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT. AND VISUAL CONTACT WITH THEM CONSTITUTES FRAUDULENT EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.



110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO. 08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009



1 SITE PLAN  
SCALE: 1" = 10'-0"  
NORTH

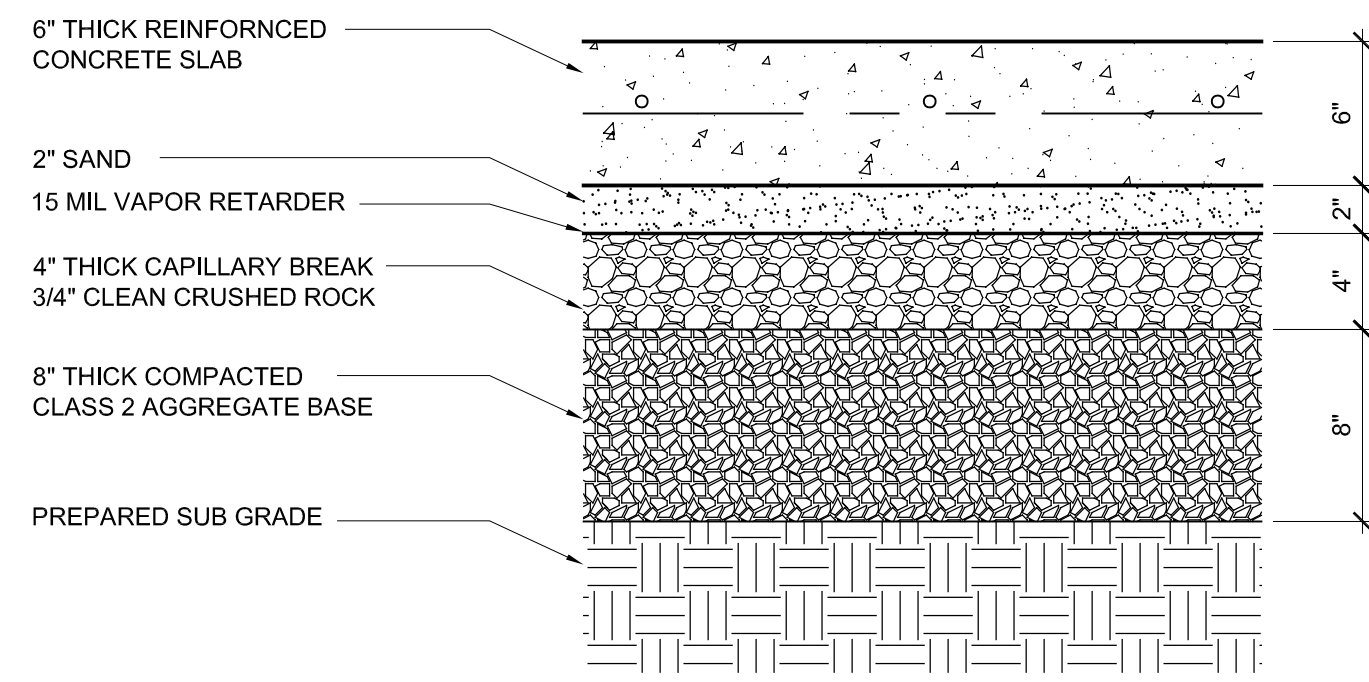
SITE PLAN KEY NOTES

- THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.
- |  |  |   |
|--|--|---|
| 1 (E) ACCESSIBLE PARKING SPACE                                   | 12 NEW LANDSCAPE AREA - REMOVE (E) CONCRETE SIDEWALK   | 22 REMOVE (E) CONCRETE AND PROVIDE (N) CONCRETE WALK, SURFACE PATTERN AS SHOWN        |
| 2 REMOVE, REINSTALL, PRIME & PAINT (E) BIKE POSTS @ NEW LOCATION | 13 (N) GENERATOR - SEE ELECTRICAL DWGS   | 23 (N) VAN ACCESSIBLE PARKING SPACE   |
| 3 (E) ELECTRICAL PANEL, SEE ELECTRICAL DWGS                      | 14 (N) 4" x 6" G.I. CONCRETE FILLED BOLLARDS, IMBED 30" INTO 12" Ø CONC FOOTING - SEE CIVIL DWGS | 24 PROVIDE ACCESSIBILITY SIGN PER DETAIL 7D/A1.2                                      |
| 4 PROVIDE (N) BIKE RACKS - SEE DETAIL 5A/1.2                     | 15 (N) CONCRETE WALK & STAIRS TO MATCH WIDTH OF EXISTING LANDING - SEE CIVIL DRAWINGS            | 25 NEW RWL THROUGH LANDSCAPING INTO CURB - SEE DETAIL 1A/A8.2                         |
| 5 (E) TRANSFORMER  | 16 RESTRIPE (E) ACCESSIBLE LOADING AREA - SEE DETAIL 9A/1.2                                      | 26 NEW RWL THROUGH CONCRETE INTO CURB - SEE DETAIL 1B-A8.2                            |
| 6 (E) 6" CURB, TYP.  | 17 STRIPE (N) ACCESSIBLE PATH OF TRAVEL  | 27 REMOVE (E) FREE STANDING ACCESSIBILITY SIGN & POST; BLACK-OUT ACCESSIBILITY SYMBOL |
| 7 (E) 4'-0" WIDE MIN. CONCRETE WALKWAY                           | 18 (E) GAS METER TO REMAIN   | 28 (N) CONCRETE WHEEL STOP TYP - SEE DETAIL 2/A1.2                                    |
| 8 (E) LANDSCAPE AREA   | 19 (E) SIGNAGE TO REMAIN   | 29 (E) TILE LANDING   |
| 9 (E) PROPERTY LINE, TYP.  | 20 BLACKOUT (E) STRIPES IN THIS AREA. PAINT (N) PARKING STRIPES AS SHOWN                         | 30 (E) FIRE DEPARTMENT CONNECTION & BACKFLOW PREVENTER TO REMAIN                      |
| 10 (E) RETAINING WALL  | 21 ACCESSIBLE PATH OF TRAVEL   | 31 (E) MAIN SHUT-OFF AND HOSE BIB TO REMAIN - SEE PLUMBING DWGS                       |
| 11 (E) PAVED SIDEWALK  |  | 32 (N) HOSE BIB - SEE PLUMBING DWGS   |

LEGEND

- (E) LANDSCAPED AREA
- (N) LOBBY & ELEVATOR
- (E) A/C PAVING
- CONCRETE AREA

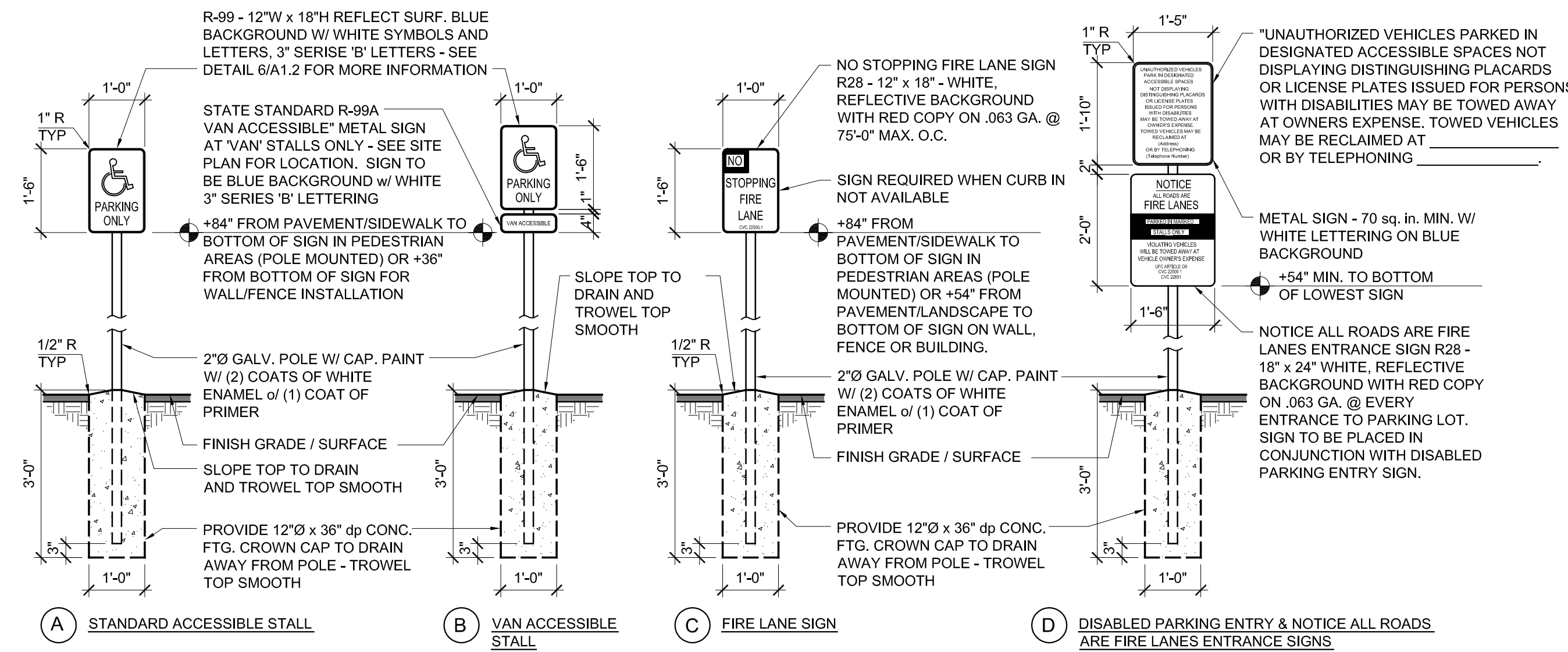
SHEET NAME:  
SITE PLAN  
SHEET NO.:  
**A1.1**  
FILE NAME: 08192-A11



NOTE:  
REFER TO STRUCTURAL AND GEOTECHNICAL DOCUMENTS FOR MORE INFORMATION

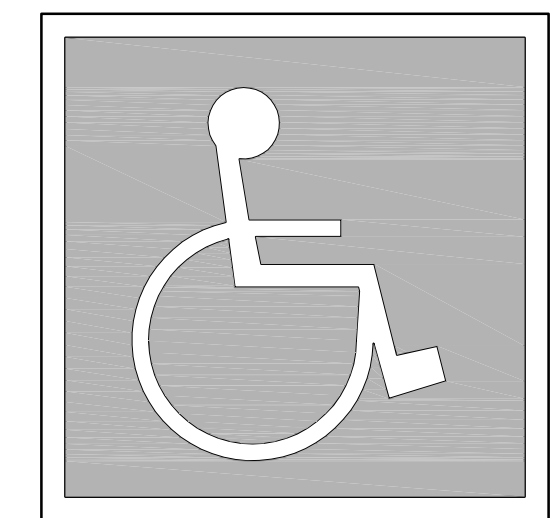
### 10 REINFORCED CONCRETE SLAB ON GRADE ASSEMBLY

SCALE: 1 1/2" = 1'-0"



7 SIGNS  
SCALE: 1/2" = 1'-0"

GENERAL SIGN NOTE:  
1. VERIFY ALL WORDING AND CONFIGURATION OF SIGNAGE WITH CITY OF SANTA CRUZ PUBLIC WORKS AND FIRE DEPARTMENT PRIOR TO INSTALLATION.

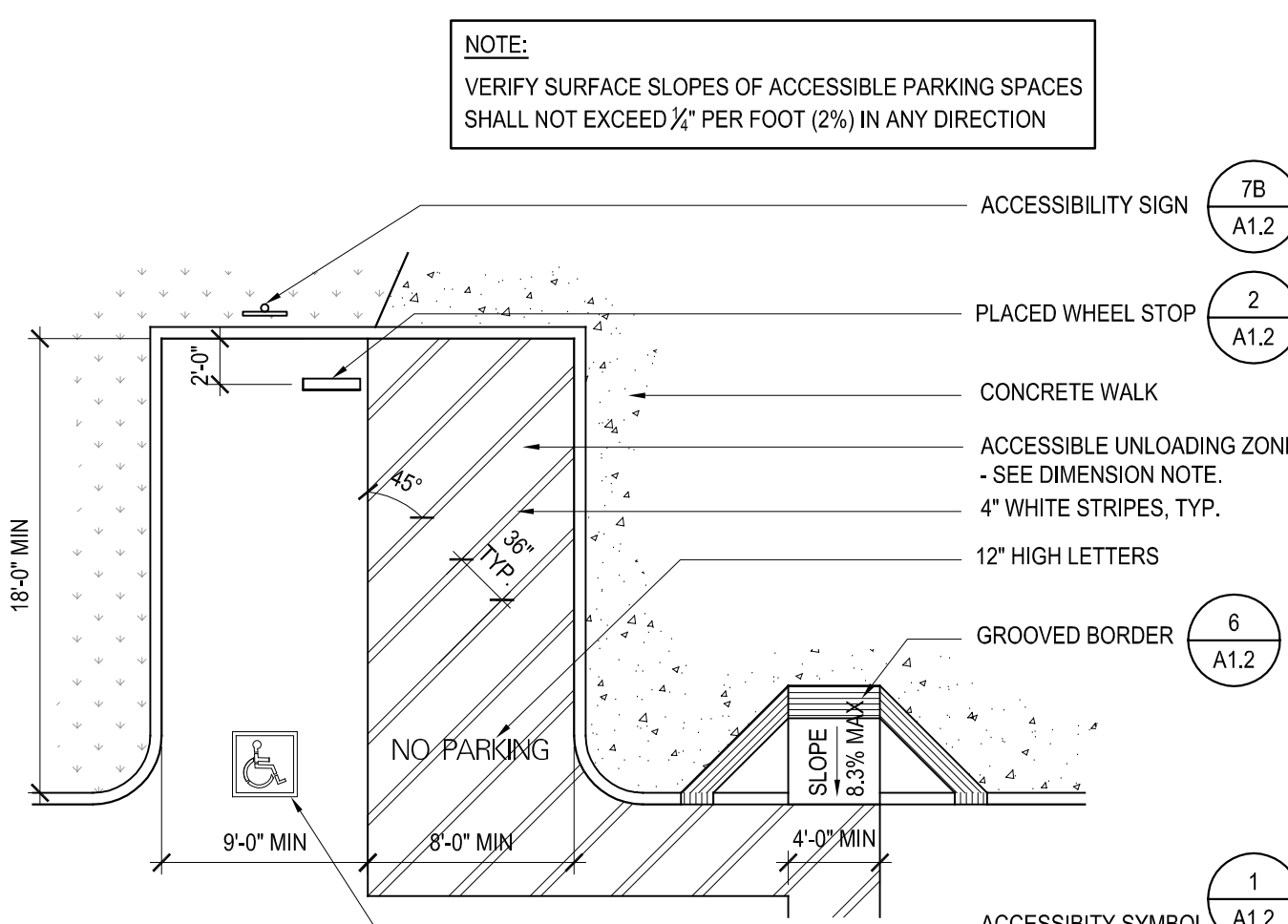


### 1 ACCESSIBILITY SYMBOL

- MINIMUM 5"x5" DECAL TO BE LOCATED AT EACH PRIMARY PUBLIC ENTRANCE AND AT EVERY MAJOR EXTERIOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL.
- MINIMUM 36"x36" PAINTED SYMBOL ON PAVEMENT SHALL BE LOCATED IN STALL SO THAT IT IS VISIBLE BY A TRAFFIC ENFORCEMENT OFFICER WHEN A VEHICLE IS PROPERLY PARKED IN THE SPACE. (CENTERED AT STALL ENTRANCE RECOMMENDED)
- BACKGROUND TO BE BLUE, WHEELCHAIR SYMBOL TO BE WHITE (TYPICAL).

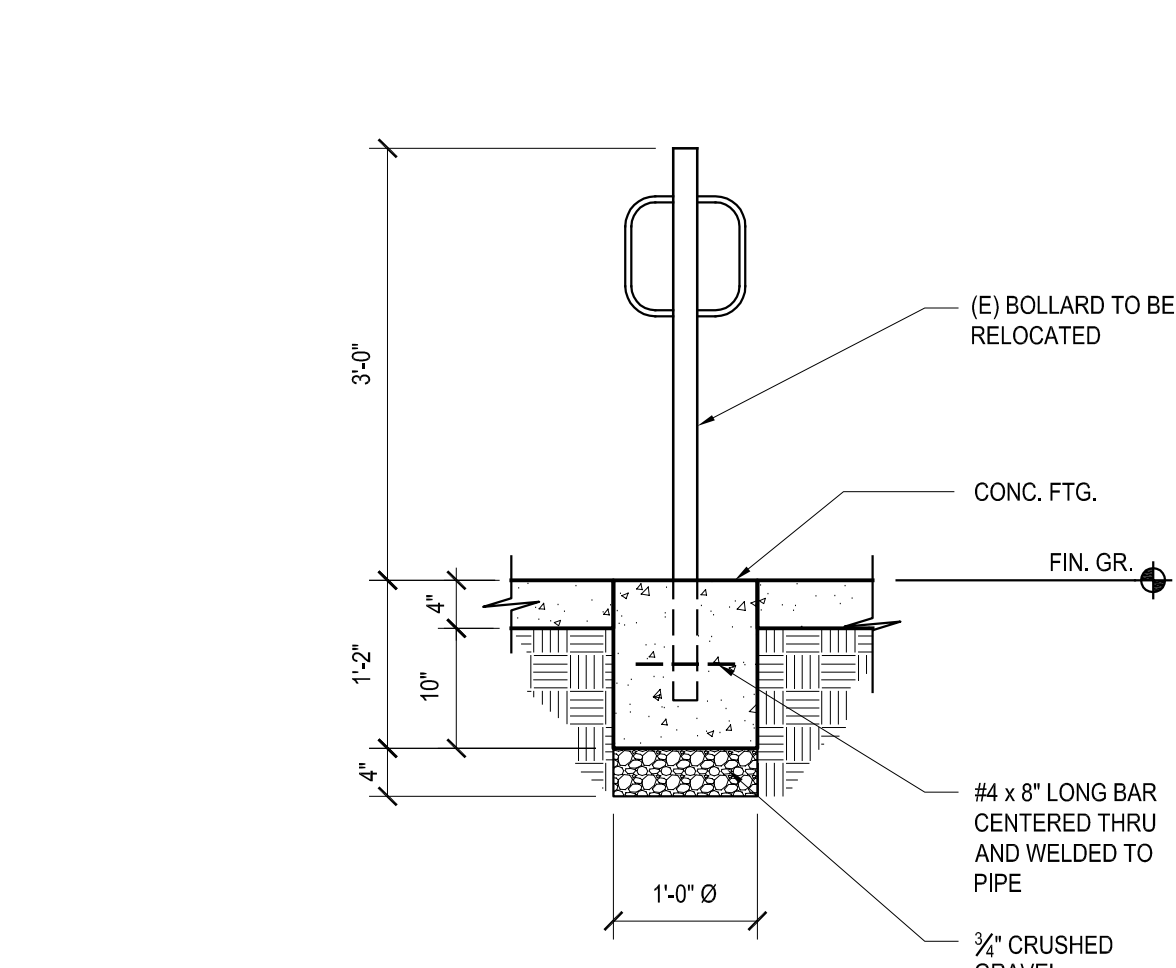
### 1 ACCESSIBILITY SYMBOL

SCALE: 3/4" = 1'-0"



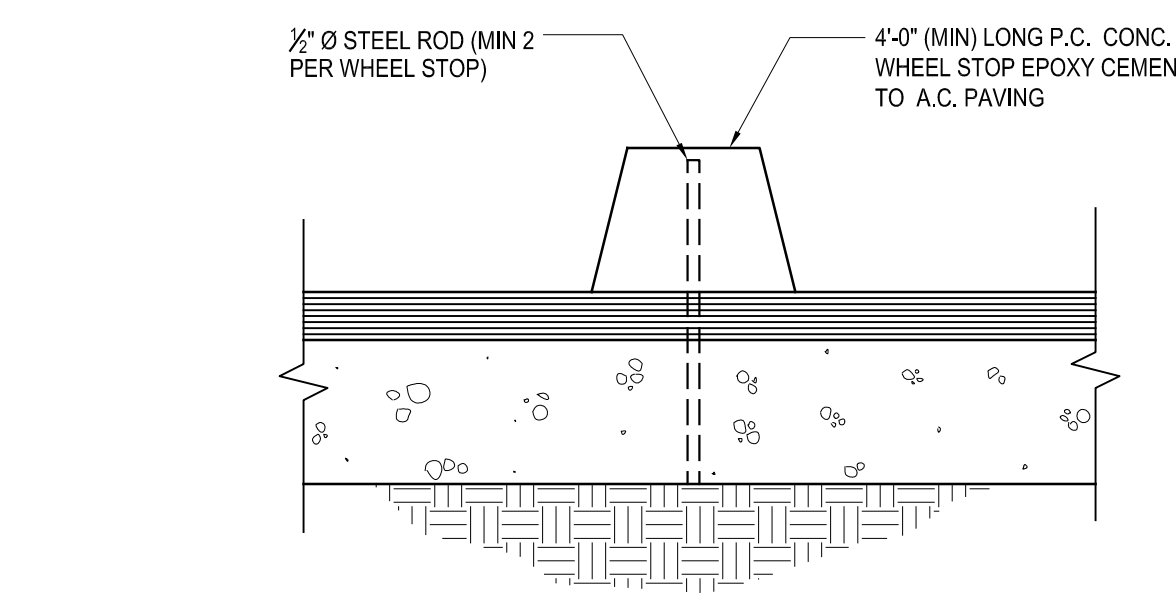
### 8 ACCESSIBLE VAN PARKING

SCALE: 1/8" = 1'-0"



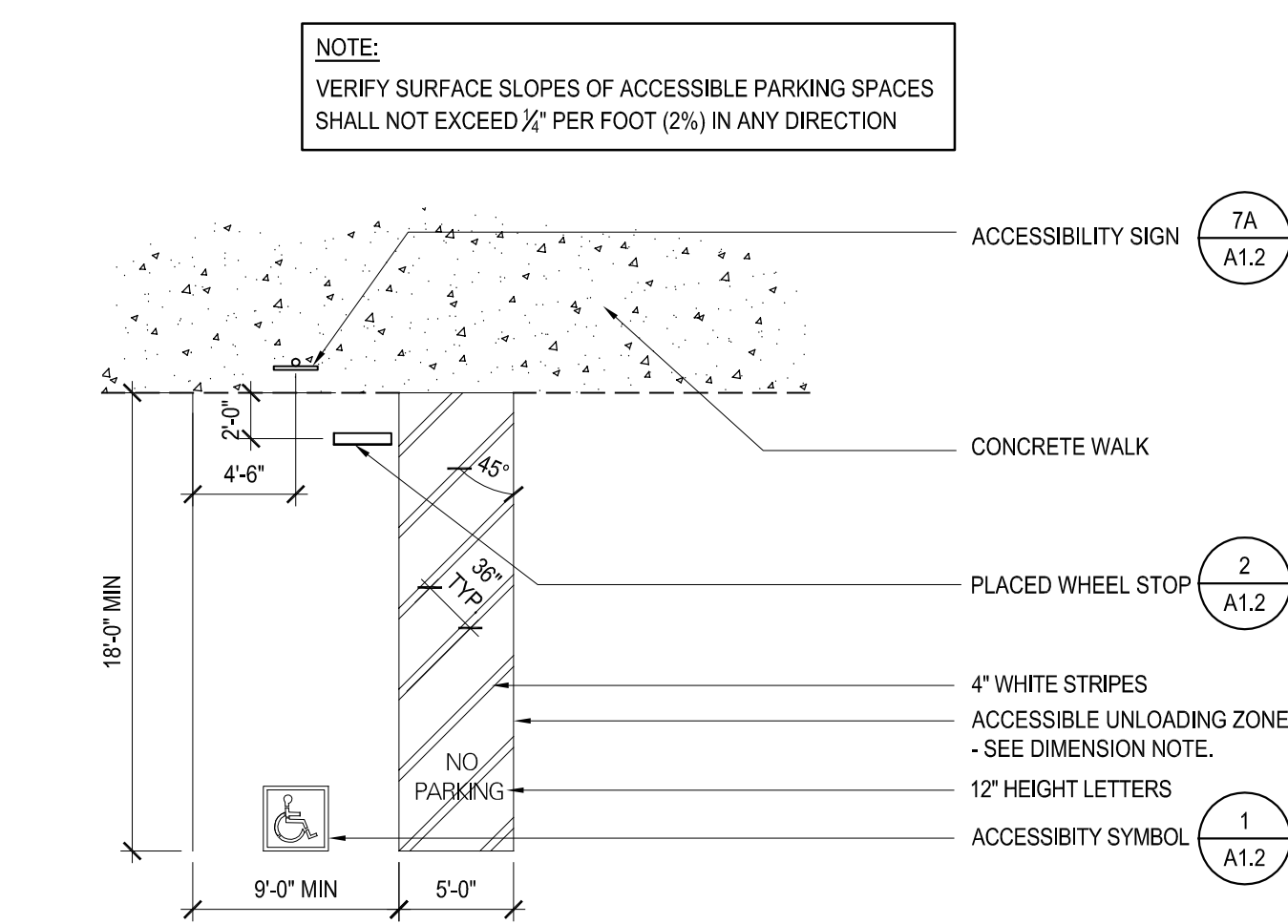
### 5 BICYCLE RACK

SCALE: 3/4" = 1'-0"



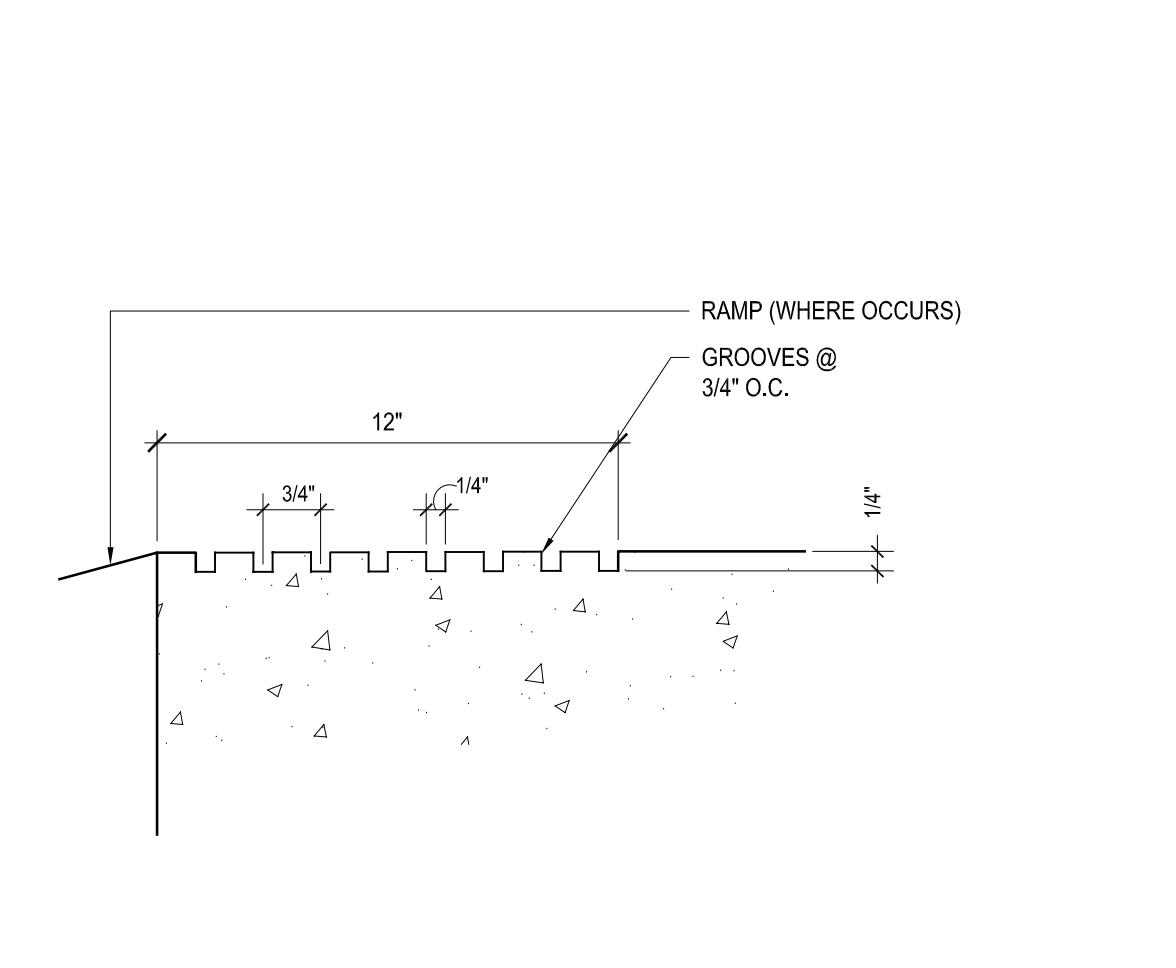
### 2 CONC. WHEEL STOP

SCALE: 1 1/2" = 1'-0"



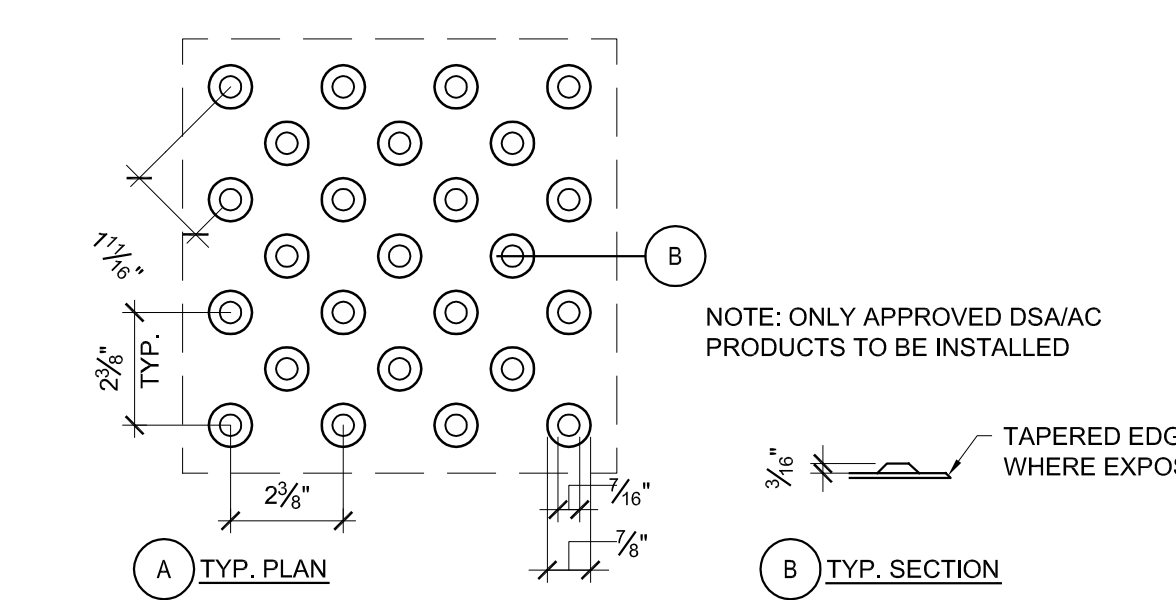
### 9 ACCESSIBLE PARKING STALLS

SCALE: 1/8" = 1'-0"



### 6 GROOVED BORDER

SCALE: 1/4" = 1'-0"



### 3 TRUNCATED DOMES

SCALE: 3" = 1'-0"

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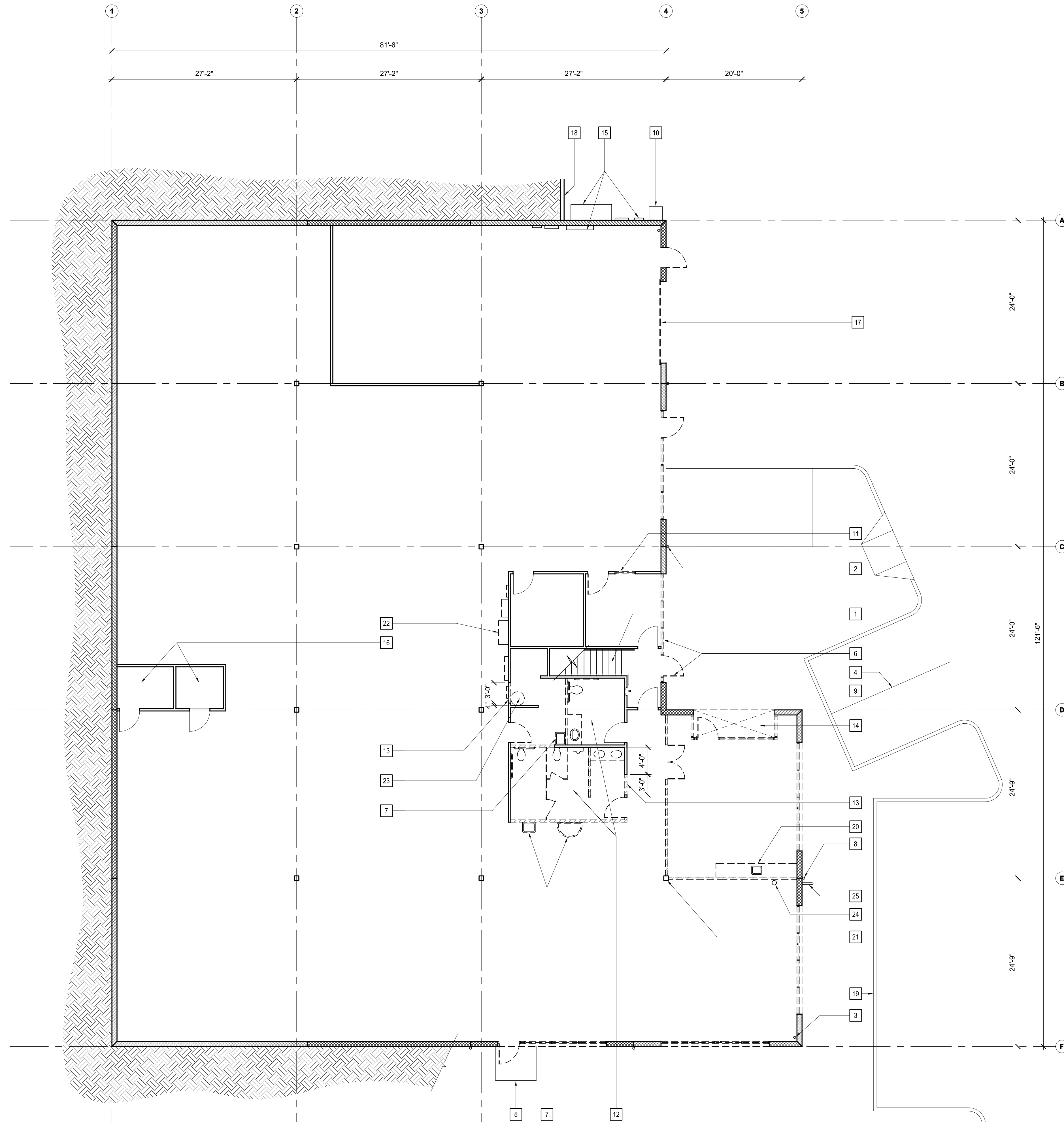


110 VERNON ST. REMODEL  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO. 08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
SITE DETAILS  
SHEET NO.:

A1.2  
FILE NAME: 08192-A12



**1 EXISTING & DEMOLITION FIRST FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**FLOOR PLAN KEY NOTES**

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) STAIRWAY
- 2 REMOVE (E) RAIN WATER LEADER
- 3 (E) FLAT ROOF RAIN WATER LEADER @ BUILDING CORNER TO REMAIN, TYP.
- 4 BLACK OUT (E) PARKING STRIP - SEE PROPOSED SITE PLAN 1/A1.1
- 5 (E) CONCRETE LANDING TO REMAIN - SEE SITE PLAN A1.1
- 6 REMOVE (E) STOREFRONT DOORS AND WINDOWS, TYP.
- 7 REMOVE (E) PLUMBING FIXTURES - SEE GENERAL NOTE #1
- 8 (E) MANSARD ROOF RAIN WATER LEADER TO REMAIN, TYP.
- 9 CUT (E) WALL TO PROVIDE FOR (N) FIRE EXTINGUISHER - SEE DETAIL 1/A9.4
- 10 (E) GAS METER TO REMAIN
- 11 REMOVE (E) WINDOW & WINDOW FRAME
- 12 DEMO (E) RESTROOM; REMOVE PLUMBING FIXTURES, COUNTER, PARTITIONS AND WALLS AS SHOWN - SEE GENERAL NOTE #1
- 13 CUT OPENING IN (E) WALL FOR (N) DOOR - SEE PROPOSED FLOOR PLAN A2.3
- 14 REMOVE (E) CONCRETE PAVING, SOFFIT, FRAMING AND STOREFRONT DOOR & WINDOWS IN THIS AREA
- 15 (E) ELECTRICAL EQUIPMENT - SEE ELECTRICAL DRAWINGS
- 16 (E) STORAGE ROOMS TO REMAIN; REMOVE (E) WALL & CEILING DRYWALL.
- 17 REMOVE (E) ROLL UP DOOR
- 18 (E) RETAINING WALL
- 19 (E) CURB & PARKING - SEE SITE PLAN FOR NEW WORK
- 20 REMOVE (E) SINK AND CASEWORK - SEE GENERAL NOTE #1
- 21 (E) 8x8 STEEL COLUMN, TYP.
- 22 REMOVE (E) ELECTRICAL EQUIP. IN THIS AREA, TYP. - SEE ELECTRICAL DWGS
- 23 (E) WATER HEATER TO BE REMOVED - SEE GENERAL NOTE #1
- 24 RETAIN (E) FIRE RISER
- 25 (E) WATER SHUT-OFF & HOSE BIB TO REMAIN

**GENERAL NOTES**

- 1. CAP (E) PLUMBING AND REPAIR FLOOR SLAB AS REQUIRED @ REMOVED PLUMBING FIXTURE - SEE PLUMBING DWGS
- 2. DEMO ALL (E) DROPPED CEILINGS AS REQUIRED TO PROVIDE FOR NEW CEILINGS PER A6.1

**LEGEND**

- EXISTING FRAMED WALL TO REMAIN
- REMOVE EXISTING WALL
- EXISTING 8" CONCRETE TILT-UP WALL
- REMOVE EXISTING DOOR
- EXISTING DOOR TO REMAIN - SEE PROPOSED FLOOR PLAN A2.3



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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO. **08192**  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
**1st FLOOR EXISTING AND DEMO PLAN**

SHEET NO.:

**A2.1**

FILE NAME: 08192-A21

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 PLOT DATE: 2.12.2009  
 DRAWN BY: SC, AF, LH  
 CHECKED BY: RCS  
 SET ISSUED:  
 95% BUILDING SUBMITTAL 1/20/2009  
 BID SET 2/10/2009

SHEET NAME:  
**2nd FLOOR EXISTING AND DEMO PLAN**  
 SHEET NO.:  
**A2.2**  
 FILE NAME: 08192-A22

**FLOOR PLAN KEY NOTES**

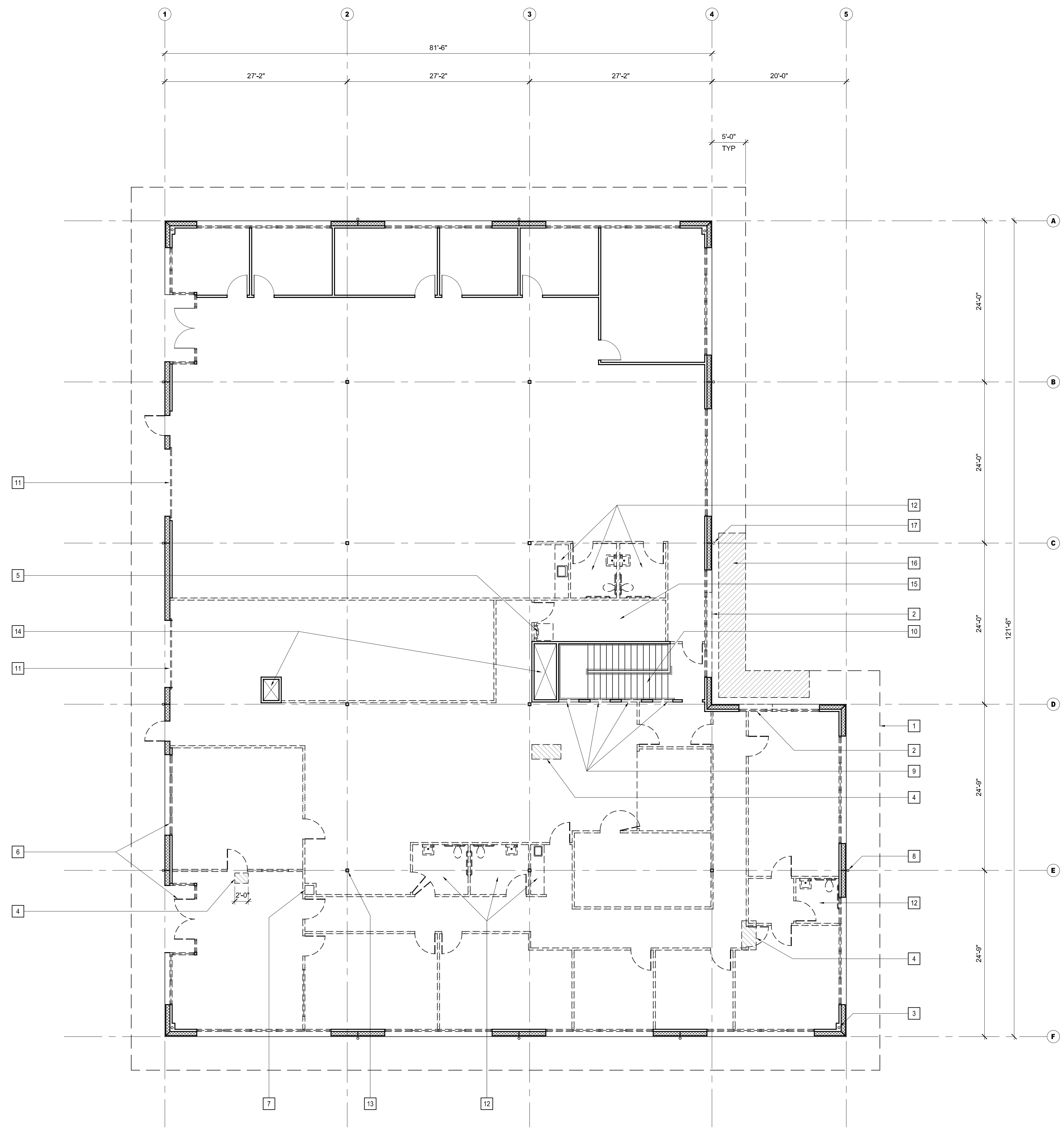
- THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.
- 1 ROOF ABOVE, TYP.
  - 2 SEE EXISTING ELEVATIONS 2.3/A3.1 & STRUCTURAL DWGS FOR CONCRETE PANEL DEMO WORK
  - 3 (E) FLAT ROOF RAIN WATER LEADER @ BUILDING CORNER TO REMAIN, TYP.
  - 4 CUT CONCRETE DECK FLOOR FOR NEW MECHANICAL SHAFT. ADJUST FLOOR JOISTS AND GIRDERS AROUND THE OPENING - SEE FLOOR PLAN A2.4 FOR DIMENSIONS NOT SHOWN AND STRUCTURAL DWGS
  - 5 REMOVE (E) ROOF ACCESS LADDER AND HATCH ABOVE
  - 6 REMOVE (E) STOREFRONT DOORS AND WINDOWS, TYP.
  - 7 (E) DUCT TO BE RELOCATED - SEE MECHANICAL DWGS
  - 8 (E) MANSARD ROOF RAIN WATER LEADER TO REMAIN, TYP.
  - 9 CUT OPENINGS IN (E) WALL - SEE ENLARGED FLOOR PLAN 2/A2.5 AND INTERIOR ELEVATIONS FOR DIMENSIONS
  - 10 (E) STAIRWAY TO REMAIN
  - 11 (E) ROLL UP DOOR TO BE REMOVED
  - 12 DEMO (E) RESTROOM WALLS; REMOVE PLUMBING FIXTURES, CASEWORK AND WALLS - CAP (E) PLUMBING AND REPAIR SUBFLOOR AS REQUIRED @ REMOVED PLUMBING FIXTURE
  - 13 (E) 5x5 STEEL COLUMN, TYP.
  - 14 (E) FRAMED SHAFT TO REMAIN
  - 15 (E) ELECTRICAL EQUIPMENT IN THIS ROOM TO BE RELOCATED - SEE ELECTRICAL PLANS.
  - 16 (E) ROOF IN THIS AREA TO BE REMOVED - SEE DEMO ROOF PLAN 2/A4.1
  - 17 (E) RAIN WATER LEADER TO BE REMOVED

**GENERAL NOTES**

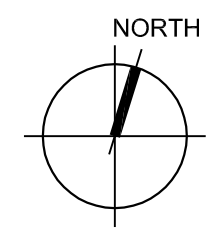
1. DEMO ALL (E) DROPPED CEILINGS AS REQUIRED TO PROVIDE FOR NEW CEILINGS PER A6.1

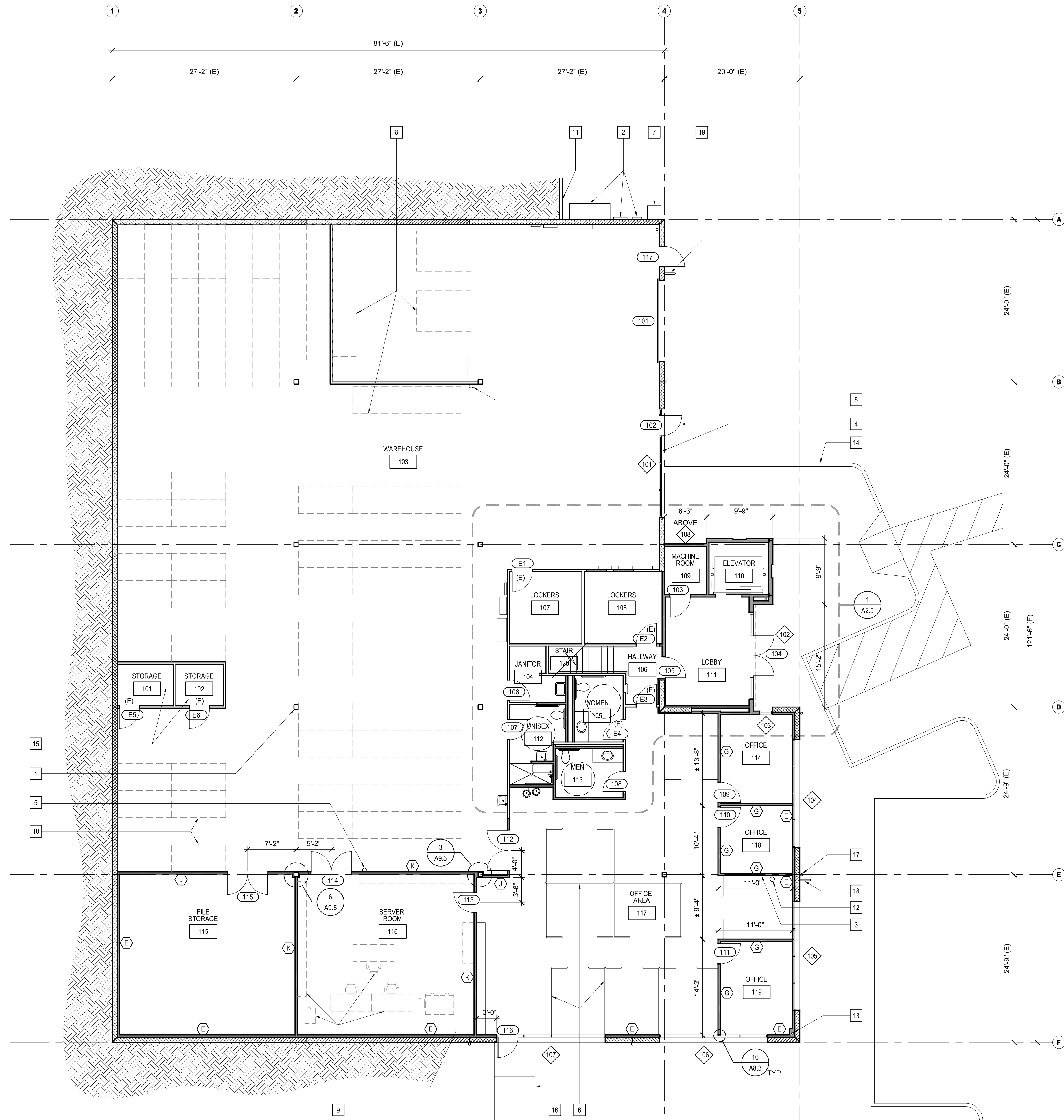
**LEGEND**

- EXISTING FRAMED WALL TO REMAIN
- REMOVE EXISTING WALL
- EXISTING CONCRETE TILT-UP WALL
- EXISTING FURRED WALL TO REMAIN
- REMOVE EXISTING DOOR
- EXISTING DOOR TO REMAIN - SEE PROPOSED FLOOR PLAN A2.3



**1 EXISTING & DEMOLITION SECOND FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"





**1 FIRST FLOOR PROPOSED PLAN**  
SCALE: 1/8" = 1'-0"

### FLOOR PLAN KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) 8x8 STEEL COLUMN, TYP
- 2 (E) ELECTRICAL EQUIPMENT - SEE ELECTRICAL DRAWINGS
- 3 LOCATE (N) FRAMED WALL AT LOCATION OF (E) WALL
- 4 (N) STOREFRONT WINDOWS AND DOORS, TYP. - SEE A2.6 FOR SCHEDULES
- 5 (N) FIRE EXTINGUISHER FACE FIXED TO (E) WALL - SEE SPECIFICATIONS
- 6 OFFICE CUBICLE PARTITIONS - N.I.C.
- 7 (E) GAS METER
- 8 FUTURE CABINETS AND COUNTERS - N.I.C.
- 9 FUTURE SHELVING AND FURNITURE IN SERVER ROOM - N.I.C.
- 10 FUTURE STORAGE RACKS, TYP. - N.I.C.
- 11 (E) RETAINING WALL
- 12 (E) FIRE RISER VALVE AND SHUT OFF
- 13 (E) FLAT ROOF RAIN WATER LEADER @ BUILDING CORNER, TYP.
- 14 (E) CURB - SEE SITE PLAN 1/A.1.1
- 15 (E) STORAGE ROOMS - PROVIDE (N) GYPSUM BOARD TO BOTH SIDES OF (E) WALL FRAMING AND TO CEILING
- 16 (N) CONCRETE WALKWAY - SEE SITE PLAN 1/A.1.1
- 17 (E) MANSARD ROOF RAIN WATER LEADER, TYP.
- 18 (E) WATER SHUT-OFF AND HOSE BIB - SEE SITE PLAN
- 19 (N) HOSE BIB - SEE PLUMBING DWGS

### GENERAL NOTES

1. SEE A2.8 FOR TYP. ADA REQUIREMENTS
2. SEE ENLARGED FLOOR PLAN 1/A2.5 FOR SECTION LINES
3. DIMENSIONS TAKEN FROM FACE OF FRAMING
4. ± DIMENSIONS ARE FOR REFERENCE ONLY. SEE COLUMN FURRING DETAILS ON A9.5 AND OTHER DIMENSIONS FOR NEW WALL LOCATIONS.

### LEGEND

- (X) INDICATES WALL TYPE - SEE WALL SCHEDULE A2.7
- (X) DOOR TAG - SEE DOOR SCHEDULE A2.6
- (X) WINDOW TAG - SEE WINDOW SCHEDULE A2.6
- ROOM (X) ROOM TAG - SEE SHEET A2.7 FOR FINISHING MATERIALS
- EXISTING FRAMED WALL TO REMAIN
- NEW WALLS TYPICAL - SEE WALL SCHEDULE
- EXISTING CONCRETE TILT-UP WALL
- NEW FURRED WALL - SEE WALL SCHEDULE
- NEW DOOR, TYPICAL
- (E) EXISTING DOOR, TYPICAL

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**110 VERNON ST. REMODEL**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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SANTA CRUZ, CA 95060

JOB NO.  
**08192**

PLOT DATE: 2.13.2009

DRAWN BY: SC, AF, LH  
CHECKED BY: RCS

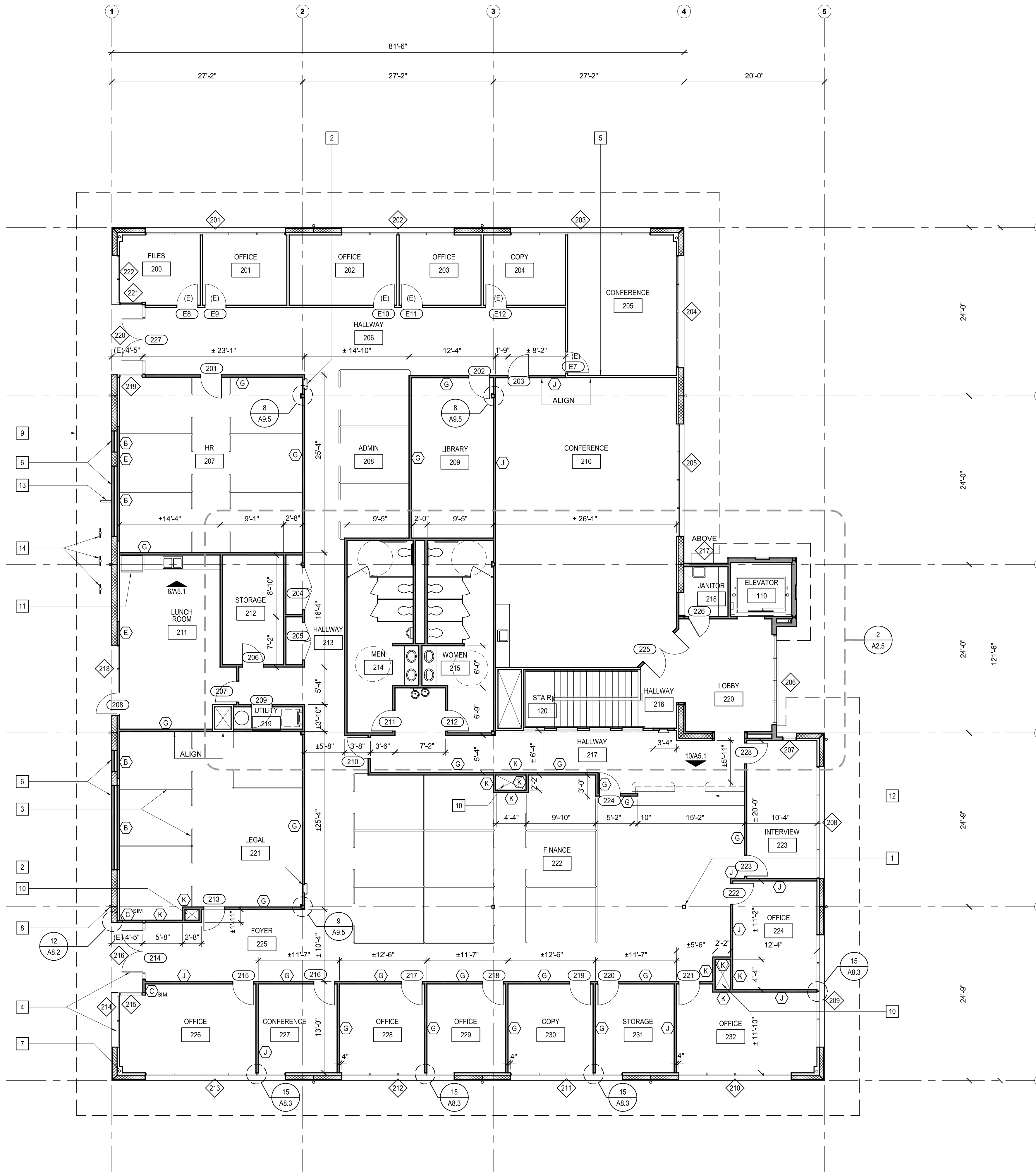
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
**1st FLOOR PROPOSED FLOOR PLAN**

SHEET NO.:  
**A2.3**

FILE NAME: FLOOR PLAN





**1 SECOND FLOOR PROPOSED PLAN**  
SCALE: 1/8" = 1'-0"

**FLOOR PLAN KEY NOTES**

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) 5x5 STEEL COLUMN, TYP.
- 2 (N) FIRE EXTINGUISHER CABINET - SEE DETAIL 1/A9.4
- 3 OFFICE CUBICLE PARTITIONS, TYP. - N.I.C.
- 4 (N) STOREFRONT WINDOWS AND DOORS TYP. - SEE A2.6 FOR SCHEDULES
- 5 PROVIDE INSULATION IN (E) WALL SIMILAR TO WALL TYPE (K) AND REPAIR WALL AS REQUIRED; EXTEND (E) WALL TO ROOF / 2ND FLOOR W / INSULATED WALL SIMILAR TO WALL TYPE (K)
- 6 FILL IN AREA - SEE WALL SCHEDULE SHEET A2.7 & DETAILS 6.11/A8.2
- 7 (E) FLAT ROOF RAIN WATER LEADER @ BUILDING CORNER, TYP.
- 8 (E) MANSARD ROOF RAIN WATER LEADER, TYP.
- 9 ROOF ABOVE, TYP. - SEE ROOF PLAN A4.1
- 10 (N) FRAMED WALL FORMING VENTILATION SHAFT
- 11 (N) REFRIGERATOR - N.I.C.
- 12 (N) RECEPTION COUNTER - SEE INTERIOR ELEVATIONS
- 13 (N) HOSE BIB - SEE PLUMBING DWGS
- 14 (N) BIKE RACKS - SEE SITE PLAN

**GENERAL NOTES**

- 1. SEE A2.8 FOR TYP. ADA REQUIREMENTS
- 2. SEE ENLARGED FLOOR PLAN 2/A2.5 FOR SECTION LINES
- 3. DIMENSIONS FROM FACE OF FRAMING
- 4. ± DIMENSIONS ARE FOR REFERENCE ONLY. SEE COLUMN FURRING DETAILS ON A8.5. WALL AT MULLION DETAIL 15/A8.3 OR OTHER DIMENSIONS FOR NEW WALL LOCATIONS

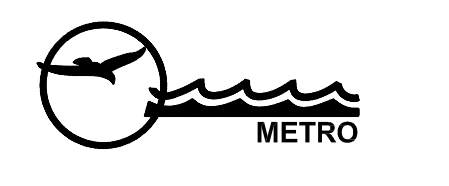
**LEGEND**

- (X) INDICATES WALL TYPE - SEE WALL SCHEDULE A2.7
- (X) DOOR TAG - SEE DOOR SCHEDULE A2.6
- (X) WINDOW TAG - SEE WINDOW SCHEDULE A2.6
- ROOM X ROOM TAG - SEE SHEET A2.7 FOR FINISHING MATERIALS
- EXISTING FRAMED WALL TO REMAIN
- NEW WALLS TYPICAL - SEE WALL SCHEDULE
- EXISTING CONCRETE TILT-UP WALL
- EXISTING FURRED WALL
- NEW FURRED WALL - SEE WALL SCHEDULE
- NEW DOOR, TYPICAL
- (E) EXISTING DOOR, TYPICAL

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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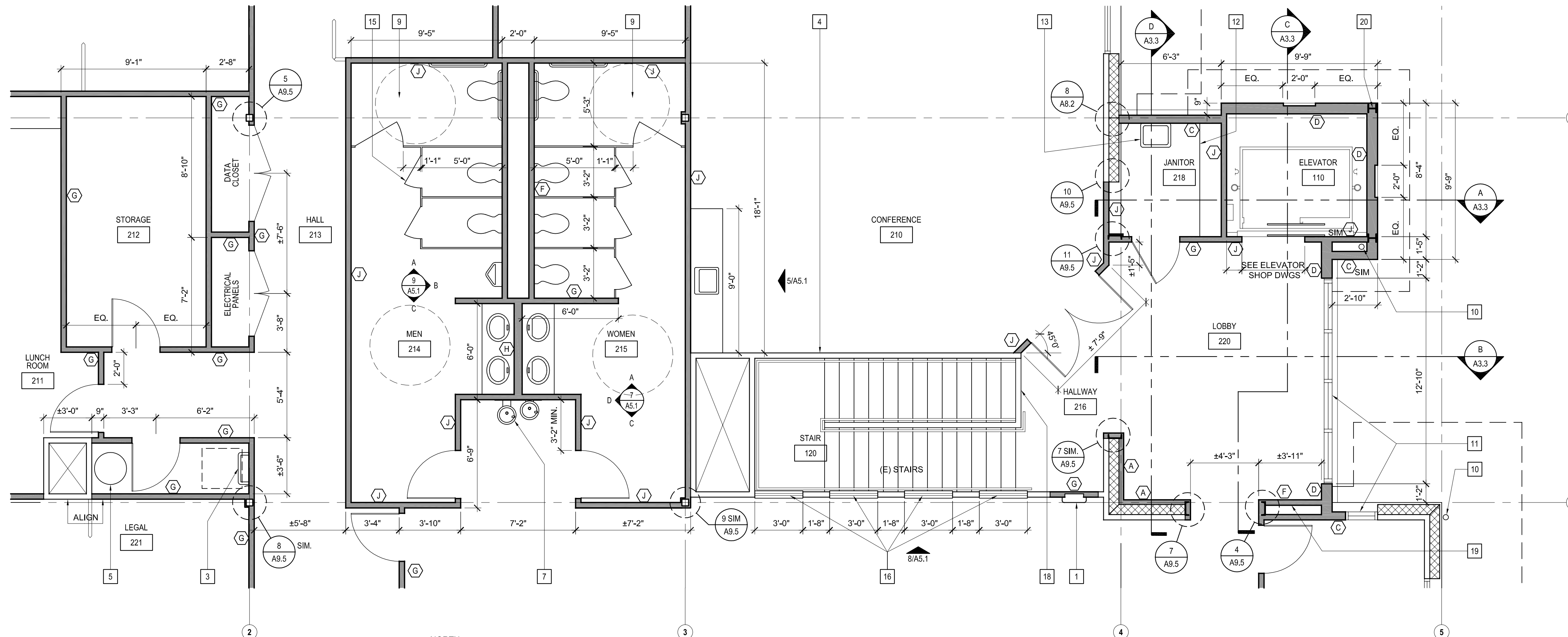
JOB NO. **08192**  
PLOT DATE: 2.13.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
**2nd FLOOR PROPOSED FLOOR PLAN**

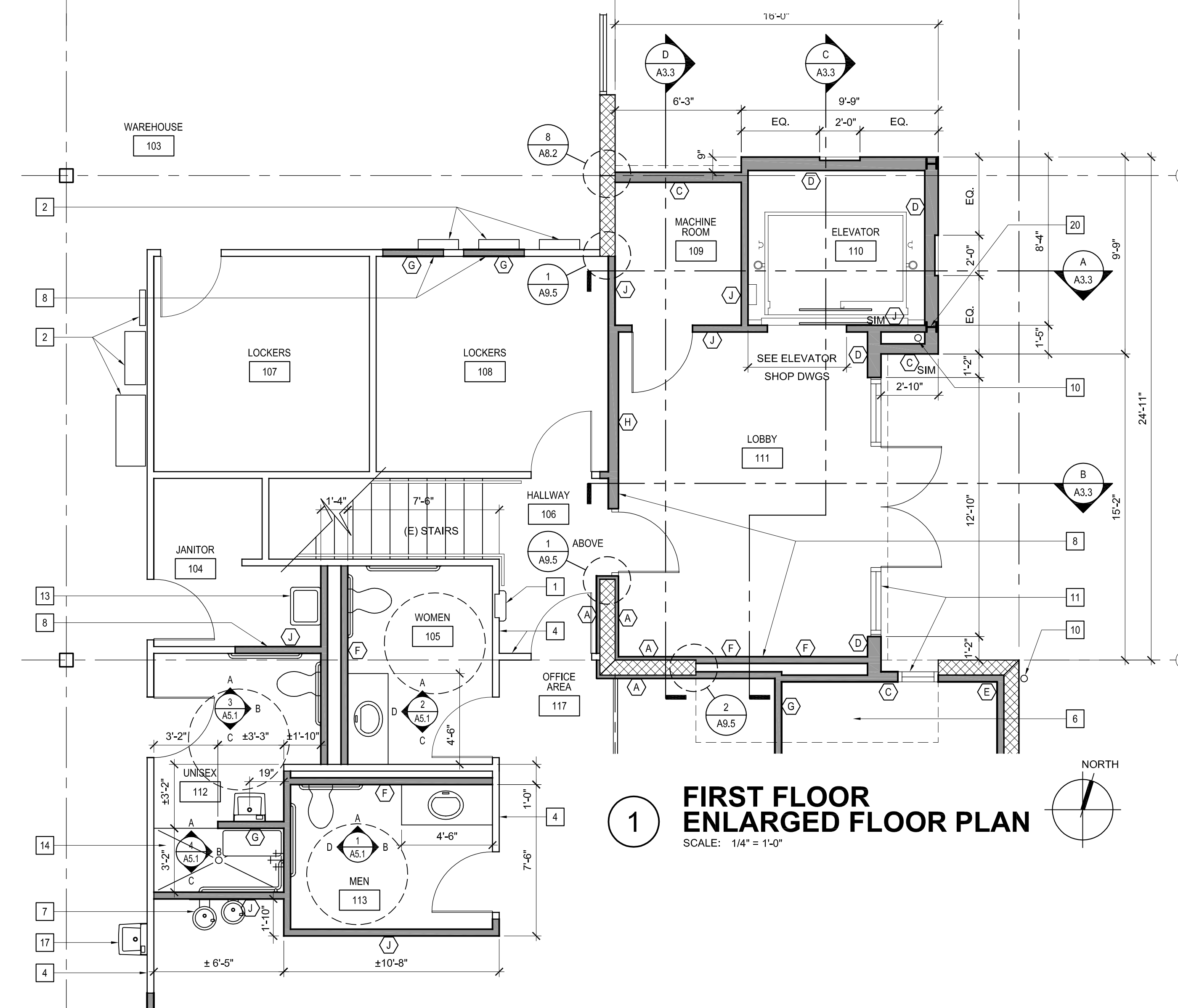
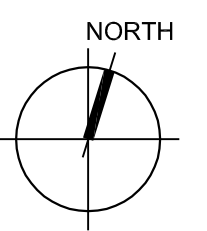
SHEET NO.:

**A2.4**

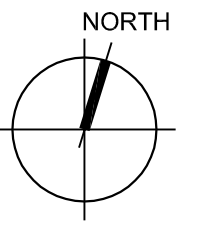
FILE NAME: 08192-A24



**2 SECOND FLOOR ENLARGED FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**1 FIRST FLOOR ENLARGED FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



**FLOOR PLAN KEY NOTES**

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (N) FIRE EXTINGUISHER CABINET - SEE DETAIL 1/A9.4
- 2 ELECTRICAL EQUIPMENT - SEE ELECTRICAL DWGS
- 3 (N) LADDER AND ROOF HATCH ABOVE - SEE DETAIL 8/A9.3
- 4 PROVIDE INSULATION IN (E) WALL SIMILAR TO WALL TYPE (K) AND REPAIR WALL AS REQUIRED; EXTEND (E) WALL TO ROOF / 2ND FLOOR W/ INSULATED WALL SIMILAR TO WALL TYPE (K)
- 5 (N) WATER HEATER - SEE PLUMBING DWGS
- 6 INFILL CONCRETE FLOOR AS REQUIRED IN THIS AREA
- 7 (N) HIGH-LOW DRINKING FOUNTAIN - SEE DETAIL 2/A2.8
- 8 FILL IN WALL - FLUSH W/ADJACENT WALLS ON BOTH SIDES - SEE WALL SCHEDULE FOR ADDITIONAL INFORMATION
- 9 (N) ACCESSIBLE TOILET STALL - SEE DETAIL 5/A2.8
- 10 (N) RAIN WATER LEADER
- 11 (N) STOREFRONT SYSTEM - SEE DOOR & WINDOW SCHEDULES SHEET A2.6
- 12 5 ADJUSTABLE SHELVES ON METAL BRACKETS @ 3'-0" O.C.
- 13 (N) JANITORIAL SINK - SEE PLUMBING DWGS AND SPECIFICATIONS
- 14 (N) ACCESSIBLE SHOWER - SEE DETAIL 4/A2.8
- 15 (N) 24" WIDE DOOR, TYP. @ RESTROOM PARTITIONS - SEE SPECIFICATIONS; SEE DETAIL 5/A2.8 FOR DOORS @ ACCESSIBLE STALLS
- 16 NEW OPENINGS IN (E) WALL - SEE INTERIOR ELEVATIONS A5.1
- 17 (N) EYEWASH SINK & EMERGENCY SHOWER COMBINATION - SEE PLUMBING DWGS & SPECIFICATIONS
- 18 (E) GUARD WALL
- 19 PROVIDE 1/2" FURRED WALL BELOW AND ABOVE OPENING SIM. TO WALL TYPE (A); PROVIDE 3/4" STUD FILL-IN WALL @ OPENING, FLUSH W/ FURRED WALL
- 20 (N) STEEL COLUMN - SEE STRUCTURAL DWGS

**LEGEND**

- (X) INDICATES WALL TYPE - SEE WALL SCHEDULE A2.7
- ROOM X ROOM TAG - SEE SHEET A2.7 FOR FINISHING MATERIALS
- EXISTING FRAMED WALL TO REMAIN
- NEW WALLS TYPICAL - SEE WALL SCHEDULE
- EXISTING CONCRETE TILT-UP WALL
- EXISTING FURRED WALL
- NEW FURRED WALL - SEE WALL SCHEDULE

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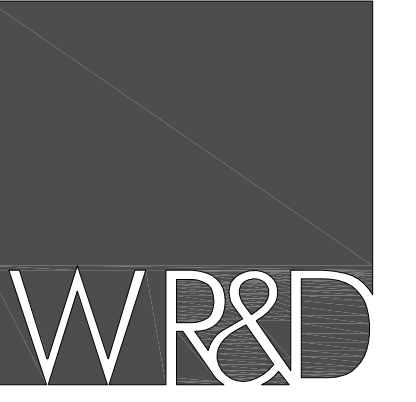
**110 VERNON ST. REMODEL**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO. **08192**  
PLOT DATE: 2.13.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
**ENLARGED FLOOR PLANS**

SHEET NO.:  
**A2.5**

FILE NAME: 08192-A25



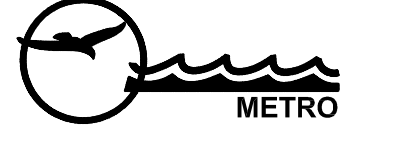
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110 VERNON ST. REMODEL  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.  
08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
DOOR & WINDOW SCHEDULES

SHEET NO.:

A2.6

FILE NAME: 08192-A26

### HARDWARE SCHEDULE

Manufacturers Abbreviations (Mfr.):  
GLY = Glynn-Johnson Corporation  
HAG = Hager  
IVE = Ives  
LCN = LCN  
PEM = Permo  
SCH = Schlage Lock Company  
VON = Von Duprin  
Overhead Door Stops  
Hinges, Photo, Balts, Coordinators, Dust Proof, Strikes, Push Pull & Kick Plates, Door Stops & Silencers  
Door Closers  
Thresholds, Gasketing & Weather-stripping  
Locks, Latches & Cylinders  
Exit Devices

|   |                     |                         |     |     |
|---|---------------------|-------------------------|-----|-----|
| HARDWARE GROUP-01   |                     |                         |     |     |
| 1 Ea  | Continuous Hinge    | 224HD                   | 628 | IVE |
| 1 Ea  | Panic Hardware      | CD35A-NL-OP             | 626 | VON |
| 1 Ea  | Monitee Cylinder    | 20-001 1-1/4" X011-947  | 626 | SCH |
| 1 Ea  | Rim Cylinder        | 20-057                  | 626 | SCH |
| 1 Ea  | Offset Door Pull    | 8190-2-0                | 630 | IVE |
| 1 Ea  | Surface Closer      | 4041 EDA                | 689 | LCN |
| 1 Ea  | Mounting Plate      | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 1 Ea  | Overhead Holder     | 100H                    | 630 | GLY |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |
| WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY  |                     |                         |     |     |
| HARDWARE GROUP-01A  |                     |                         |     |     |
| 1 Ea  | Continuous Hinge    | 224HD EPT PREP          | 628 | IVE |
| 1 Ea  | Power Transfer      | EPT-10                  | 689 | VON |
| 1 Ea  | Panic Hardware      | EL35A-NL-OP             | 626 | VON |
| 1 Ea  | Rim Cylinder        | 20-057                  | 626 | SCH |
| 1 Ea  | Offset Door Pull    | 8190-2-0                | 630 | IVE |
| 1 Ea  | Surface Closer      | 4041 EDA                | 689 | LCN |
| 1 Ea  | Mounting Plate      | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 1 Ea  | Overhead Holder     | 100H                    | 630 | GLY |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |
| 1 Ea  | Power Supply        | PS873-2                 | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY  |                     |                         |     |     |
| HARDWARE GROUP-02   |                     |                         |     |     |
| 1 Ea  | Continuous Hinge    | 224HD                   | 628 | IVE |
| 1 Ea  | Continuous Hinge    | 224HD EPT PREP          | 628 | IVE |
| 1 Ea  | Power Transfer      | EPT-10                  | 689 | VON |
| 1 Ea  | Panic Hardware      | CD35A74-EO              | 626 | VON |
| 1 Ea  | Panic Hardware      | EL35A74-NL-OP           | 626 | VON |
| 1 Ea  | Monitee Cylinder    | 20-001 1-1/4" X011-947  | 626 | SCH |
| 1 Ea  | Rim Cylinder        | 20-057                  | 626 | SCH |
| 2 Ea  | Offset Door Pull    | 8190-2-0                | 630 | IVE |
| 2 Ea  | Surface Closer      | 4041 EDA                | 689 | LCN |
| 2 Ea  | Mounting Plate      | 4040-18PA (IF REQUIRED) | 689 | LCN |
| 2 Ea  | Floor Stop          | F5442                   | 626 | IVE |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |
| 1 Ea  | Power Supply        | PS873-2                 | GRY | VON |
| CARD READER, DOOR CONTACTS & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER WEATHER-STRIPPING FURNISHED WITH DOOR & FRAME ASSEMBLY |                     |                         |     |     |
| HARDWARE GROUP-03   |                     |                         |     |     |
| 2 Ea  | Hinge               | 58B1HW 4.5 X 4.5 NRP    | 630 | IVE |
| 1 Ea  | Electric Hinge      | 58B1HW 4.5 X 4.5 TW4    | 630 | IVE |
| 1 Ea  | Electric Lock       | ND96PDRU RHO            | 626 | SCH |
| 1 Ea  | Lock Guard          | LC13                    | 630 | IVE |
| 1 Ea  | Surface Closer      | 4041 EDA                | 689 | LCN |
| 1 Ea  | Overhead Holder     | 100H                    | 630 | GLY |
| 1 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 1 Set   | Seals               | S880                    | DKB | PEM |
| 1 Ea  | Door Sweep          | 3152N                   | 628 | PEM |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |
| 1 Ea  | Power Supply        | PS861                   | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER   |                     |                         |     |     |
| HARDWARE GROUP-04   |                     |                         |     |     |
| 1 Ea  | Cylinder Or Padlock | VERIFY TYPE BY DOOR MFR | 626 | SCH |
| BALANCE OF HARDWARE BY DOOR MANUFACTURER  |                     |                         |     |     |
| HARDWARE GROUP-05   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5          | 652 | IVE |
| 1 Ea  | Electric Hinge      | 58B1 4.5 X 4.5 TW4      | 652 | IVE |
| 1 Ea  | Electric Lock       | ND96PDRU RHO            | 626 | SCH |
| 1 Ea  | Wall Stop           | WS407CCV                | 630 | IVE |
| 1 Ea  | Coat Hook           | 572                     | 626 | IVE |
| HARDWARE GROUP-06   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5          | 652 | IVE |
| 1 Ea  | Classroom Lock      | ND90PD RHO              | 626 | SCH |
| 1 Ea  | Wall Stop           | WS407CCV                | 630 | IVE |
| HARDWARE GROUP-07   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5          | 652 | IVE |
| 1 Ea  | Storeroom Lock      | ND90PD RHO              | 626 | SCH |
| 1 Ea  | Wall Stop           | WS407CCV                | 630 | IVE |
| HARDWARE GROUP-08   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5 NRP      | 652 | IVE |
| 1 Ea  | Storeroom Lock      | ND90PD RHO              | 626 | SCH |
| 1 Ea  | Wall Stop           | WS407CCV                | 630 | IVE |
| HARDWARE GROUP-09   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5 NRP      | 652 | IVE |
| 1 Ea  | Panic Hardware      | 99L 996L-06             | 626 | VON |
| 1 Ea  | Surface Closer      | 4041 EDA                | 689 | LCN |
| 1 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 1 Ea  | Dome Stop           | F5436 R435              | 626 | IVE |
| 1 Set   | Seals               | S880                    | DKB | PEM |
| HARDWARE GROUP-10   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5          | 652 | IVE |
| 1 Ea  | Privacy Set         | ND46S RHD               | 626 | SCH |
| 1 Ea  | Surface Closer      | 1461 FC                 | 689 | LCN |
| 2 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 1 Ea  | Wall Stop           | WS407CCV                | 630 | IVE |
| 1 Set   | Seals               | S880                    | DKB | PEM |
| 1 Ea  | Coat Hook           | 572                     | 626 | IVE |
| HARDWARE GROUP-11   |                     |                         |     |     |
| 6 Ea  | Hinge               | 58B1 4.5 X 4.5 NRP      | 652 | IVE |
| 1 Set   | Auto Flush Bolt     | FB41P                   | 630 | IVE |
| 1 Ea  | Dust Proof Strike   | DP1                     | 626 | IVE |
| 1 Ea  | Vestibule Lock      | ND60PD RHO              | 626 | SCH |
| 1 Ea  | Coordinator         | COR X FL                | 628 | PEM |
| 1 Ea  | Astragal            | 355CS                   | 628 | PEM |
| 2 Ea  | Surface Closer      | 1461 FC                 | 689 | LCN |
| 2 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 2 Ea  | Floor Stop & Holder | FS41                    | 626 | IVE |
| 1 Set   | Seals               | S880 x HSS2000          | DKB | PEM |
| 2 Ea  | Floor Stop & Holder | FS41                    | 626 | IVE |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |
| HARDWARE GROUP-12   |                     |                         |     |     |
| 3 Ea  | Hinge               | 58B1 4.5 X 4.5          | 652 | IVE |
| 1 Ea  | Vestibule Lock      | ND60PD RHO              | 626 | SCH |
| 1 Ea  | Surface Closer      | 1461 FC                 | 689 | LCN |
| 1 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 1 Ea  | Floor Stop          | FS441                   | 626 | IVE |
| 1 Set   | Seals               | S880 x HSS2000          | DKB | PEM |
| HARDWARE GROUP-13   |                     |                         |     |     |
| 6 Ea  | Hinge               | 58B1 4.5 X 4.5 NRP      | 652 | IVE |
| 1 Set   | Auto Flush Bolt     | FB41P                   | 630 | IVE |
| 1 Ea  | Dust Proof Strike   | DP1                     | 626 | IVE |
| 1 Ea  | Storeroom Lock      | ND90PD RHO 14-042       | 626 | SCH |
| 1 Ea  | Coordinator         | COR X FL                | 628 | IVE |
| 2 Ea  | Mounting Bracket    | MB12                    | 600 | IVE |
| 1 Ea  | Astragal            | 355CS                   | 628 | PEM |
| 2 Ea  | Surface Closer      | 1461 FC                 | 689 | LCN |
| 2 Ea  | Kick Plate          | 8400 10" X 2" LDW       | 630 | IVE |
| 2 Ea  | Floor Stop & Holder | FS41                    | 626 | IVE |
| 1 Set   | Seals               | S880 x HSS2000          | DKB | PEM |
| 2 Ea  | Floor Stop & Holder | FS41                    | 626 | IVE |
| 1 Ea  | Threshold           | Par Detail              | AL  | PEM |

|  |   |                     |     |     |
|--|---|---------------------|-----|-----|
| HARDWARE GROUP-14  |   |                     |     |     |
| 6 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Set  | Auto Flush Bolt   | FB41P               | 630 | IVE |
| 1 Ea   | Dust Proof Strike   | DP1                 | 626 | IVE |
| 1 Ea   | Storeroom Lock  | ND90PD RHO          | 626 | SCH |
| 1 Ea   | Coordinator   | COR X FL            | 628 | IVE |
| 1 Ea   | Astragal  | 355CS               | 628 | PEM |
| 2 Ea   | Surface Closer  | 1461 FC             | 689 | LCN |
| 2 Ea   | Kick Plate  | 8400 10" X 2" LDW   | 630 | IVE |
| 2 Ea   | Floor Stop & Holder   | FS41                | 626 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| 1 Ea   | Threshold   | Par Detail          | AL  | PEM |
| HARDWARE GROUP-15  |   |                     |     |     |
| 3 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Classroom Lock  | ND70PD RHO          | 626 | SCH |
| 1 Ea   | Surface Closer  | 1461 FC             | 689 | LCN |
| 1 Ea   | Dome Stop   | FS436 R435          | 626 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| HARDWARE GROUP-16  |   |                     |     |     |
| 6 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Manual Flush Bolt   | MF358               | 628 | IVE |
| 1 Ea   | Dust Proof Strike   | DP2                 | 626 | IVE |
| 1 Ea   | Classroom Lock  | ND70PD RHO          | 626 | SCH |
| 2 Ea   | Overhead Stop   | 900S                | 630 | GLY |
| HARDWARE GROUP-17  |   |                     |     |     |
| 3 Ea   | Hinge   | 58B1 4.5 X 4.5 NRP  | 652 | IVE |
| 1 Ea   | Storeroom Lock  | ND90PD RHO          | 626 | SCH |
| 1 Ea   | Surface Closer  | 1461 FC             | 689 | LCN |
| 1 Ea   | Kick Plate  | 8400 10" X 2" LDW   | 630 | IVE |
| 1 Ea   | Wall Stop   | WS407CCV            | 630 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| HARDWARE GROUP-18  |   |                     |     |     |
| 3 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Push Plate  | 8200 6" X 10"       | 630 | IVE |
| 1 Ea   | Surface Closer  | 4041 EDA            | 689 | LCN |
| 1 Ea   | Surface Closer  | 1461 DEL FC         | 689 | LCN |
| 2 Ea   | Kick Plate  | 8400 10" X 2" LDW   | 630 | IVE |
| 1 Ea   | Wall Stop   | WS407CCV            | 630 | IVE |
| HARDWARE GROUP-21  |   |                     |     |     |
| 3 Ea   | Hinge   | 58B1 4.5 X 4.5 NRP  | 652 | IVE |
| 1 Ea   | Storeroom Lock  | ND90PD RHO          | 626 | SCH |
| 1 Ea   | Surface Closer  | 1461 SCUSH FC       | 689 | LCN |
| 1 Set  | Seals   | S880                | DKB | PEM |
| HARDWARE GROUP-22  |   |                     |     |     |
| 6 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Electric Hinge  | 58B1 4.5 X 4.5 TW4  | 652 | IVE |
| 1 Ea   | Panic Hardware  | 3527A-L-LBR 360L-06 | 626 | VON |
| 1 Ea   | Panic Hardware  | 3527A-L-LBR 360L-06 | 626 | VON |
| 1 Ea   | Rim Cylinder  | 20-001 1-1/4"       | 626 | SCH |
| 2 Ea   | Surface Closer  | 1461 SHOUSH FC      | 689 | LCN |
| 1 Set  | Seals   | S880                | DKB | PEM |
| 1 Ea   | Power Supply  | PS861               | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER BUZZER SYSTEM FOR DOOR 225 PROVIDED BY ELECTRICAL CONTRACTOR       |   |                     |     |     |
| HARDWARE GROUP-23  |   |                     |     |     |
| 2 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Electric Hinge  | 58B1 4.5 X 4.5 TW4  | 652 | IVE |
| 1 Ea   | Electric Lock   | ND96PDRU RHO        | 626 | SCH |
| 1 Ea   | Surface Closer  | 1461 FC             | 689 | LCN |
| 1 Ea   | Dome Stop   | FS436 R435          | 626 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| 1 Ea   | Power Supply  | PS861               | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER BUZZER SYSTEM FOR DOOR 224 & 228 PROVIDED BY ELECTRICAL CONTRACTOR |   |                     |     |     |
| HARDWARE GROUP-24  |   |                     |     |     |
| 2 Ea   | Hinge   | 58B1 4.5 X 4.5 NRP  | 652 | IVE |
| 1 Ea   | Electric Hinge  | 58B1 4.5 X 4.5 TW4  | 652 | IVE |
| 1 Ea   | Panic Hardware  | 99L E99L-06         | 626 | VON |
| 1 Ea   | Panic Hardware  | 99L E99L-06         | 626 | VON |
| 1 Ea   | Rim Cylinder  | 20-057              | 626 | SCH |
| 1 Ea   | Surface Closer  | 4041 EDA            | 689 | LCN |
| 1 Ea   | Kick Plate  | 8400 10" X 2" LDW   | 630 | IVE |
| 1 Ea   | Dome Stop   | FS436 R435          | 626 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| 1 Ea   | Power Supply  | PS861               | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER  |   |                     |     |     |
| HARDWARE GROUP-25  |   |                     |     |     |
| 2 Ea   | Hinge   | 58B1 4.5 X 4.5      | 652 | IVE |
| 1 Ea   | Electric Hinge  | 58B1 4.5 X 4.5 TW4  | 652 | IVE |
| 1 Ea   | Electric Lock   | ND96PDRU RHO        | 626 | SCH |
| 1 Ea   | Surface Closer  | 1461 EDA FC         | 689 | LCN |
| 1 Ea   | Dome Stop   | FS436 R435          | 626 | IVE |
| 1 Set  | Seals   | S880                | DKB | PEM |
| 1 Ea   | Power Supply  | PS861               | GRY | VON |
| CARD READER, DOOR CONTACT & WIRING FURNISHED BY ACCESS CONTROL SUPPLIER  |   |                     |     |     |
| HARDWARE GROUP-E-01  |   |                     |     |     |
| RE-USE   | BALANCE OF DOOR, FRAME & HARDWARE; REKEY EXISTING LOCK / CYLINDER |                     |     |     |
| HARDWARE GROUP-E-02  |   |                     |     |     |
| RE-USE   | BALANCE OF DOOR, FRAME & HARDWARE                                 |                     |     |     |
| HARDWARE GROUP-E-03  |   |                     |     |     |
| RE-USE   | BALANCE OF DOOR, FRAME & HARDWARE                                 |                     |     |     |

### DOOR SCHEDULE

| DOOR   |      | SIZE  |        | DETAIL REFERENCE          |      |      |         |        |
|--------|------|-------|--------|---------------------------|------|------|---------|--------|
| NUMBER | TYPE | WIDTH | HEIGHT | REFER TO SHT. A8.4 U.O.N. | HEAD | JAMB | THRESH. | TRANS. |

|     |   |   |        |        |    |       |   |      |
|-----|---|---|--------|--------|----|-------|---|------|
| 101 | A |   | 12'-0" | 12'-0" | 4  | 4     | 4 | -    |
| 102 | B | ● | 3'-0"  | 7'-0"  | 8  | 8     | 8 | -    |
| 103 | D | ● | 3'-0"  | 7'-0"  | 6  | 6     | - | -    |
| 104 | C | ● | 6'-0"  | 7'-0"  | 8  | 8     | 8 | -    |
| 105 | B | ● | 3'-0"  | 7'-0"  | 16 | 16    | - | -    |
| 106 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 107 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 108 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 109 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 110 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 111 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 112 | E | ● | 6'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 113 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 114 | E | ● | 6'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 115 | E | ● | 6'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 116 | B | ● | 3'-0"  | 7'-0"  | 8  | 8     | 8 | -    |
| 117 | F | ● | 3'-0"  | 7'-0"  | 5  | 5     | - | -    |
| 201 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 202 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 203 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 204 | E | ● | 6'-0"  | 6'-8"  | 6  | 5/9.5 | - | -    |
| 205 | E | ● | 5'-4"  | 6'-8"  | 6  | 6     | - | -    |
| 206 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 207 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 208 | B | ● | 3'-0"  | 7'-0"  | 8  | 8     | 8 | -    |
| 209 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 210 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 211 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 212 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 213 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 214 | C | ● | 6'-0"  | 7'-0"  | 8  | 8     | 8 | SIM. |
| 215 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 216 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     | - | -    |
| 217 | D | ● | 3'-0"  | 6'-8"  | 6  | 6     |   |      |

| ROOM FINISH SCHEDULE |                |                  |               |          |            |          |           |             |               |                           |
|----------------------|----------------|------------------|---------------|----------|------------|----------|-----------|-------------|---------------|---------------------------|
| ROOM #               | ROOM NAME      | FLR.             | BASE          | WAINSCOT | CSWK       | CTR. TOP | CAB. WORK | CLG.        | WALL          | NOTES                     |
| 101                  | STORAGE        | EPX-1            | -             | -        | -          | -        | -         | P-5         | P-1           | FN3, FN18                 |
| 102                  | STORAGE        | EPX-1            | -             | -        | -          | -        | -         | P-5         | P-1           | FN3, FN18                 |
| 103                  | WAREHOUSE      | (E) CONC.        | B-1           | -        | -          | -        | -         | OP-1        | P-1           | FN4, FN13                 |
| 104                  | JANITOR        | VCT-1            | B-1           | WP-1     | -          | -        | -         | OP-1        | P-1           | FN5, FN7                  |
| 105                  | WOMEN          | T-5              | B-4           | T-7      | PL-4       | -        | -         | P-5         | P-1           | FN5, FN7, FN17            |
| 106                  | HALLWAY        | T-1, T-2         | B-1           | -        | -          | -        | -         | P-5         | P-1           | FN9                       |
| 107                  | LOCKERS        | LN-1             | LN-1          | -        | -          | -        | -         | ACT-1       | P-1           | FN1                       |
| 108                  | LOCKERS        | LN-1             | LN-1          | -        | -          | -        | -         | ACT-1       | P-1           | FN1                       |
| 109                  | MACHINE ROOM   | EPX-1            | -             | -        | -          | -        | -         | OP-1        | P-1           | FN3, FN18                 |
| 110                  | ELEVATOR SHAFT | CON-1            | -             | -        | -          | -        | -         | GP-1        | GP-1          |                           |
| 111                  | LOBBY          | T-1, T-2         | B-2           | -        | -          | -        | -         | P-2, P-5    | WC-1          | FN9, FN12                 |
| 112                  | UNISEX TOILET  | T-4, T-5         | B-3           | T-6, T-7 | -          | -        | -         | P-5         | P-1           | FN5, FN7, FN9, FN16, FN17 |
| 113                  | MEN            | T-4              | B-3           | T-6      | PL-4       | -        | -         | P-5         | P-1           | FN5, FN7, FN17            |
| 114                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 115                  | FILE STORAGE   | EPX-1            | -             | -        | -          | -        | -         | OP-1        | P-1           | FN3, FN18                 |
| 116                  | SERVER ROOM    | SDT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1           |                           |
| 117                  | OFFICE AREA    | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2, P-3 | FN6                       |
| 118                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 119                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 120                  | STAIR          | CPT-3            | B-1           | -        | -          | -        | -         | ACT-1       | P-1           |                           |
| 200                  | FILES          | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-2      | FN4, FN6                  |
| 201                  | OFFICE         | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-2      | FN4, FN6                  |
| 202                  | OFFICE         | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-2      | FN4, FN6                  |
| 203                  | OFFICE         | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-2      | FN4, FN6                  |
| 204                  | COPY           | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-2      | FN4, FN6                  |
| 205                  | CONFERENCE     | (E) CARPET TILE  | (E) RUB. BASE | -        | -          | -        | -         | (E) ACT-1   | P-1, P-3      | FN4, FN6                  |
| 206                  | HALLWAY        | T-3, CPT-1       | B-1           | -        | -          | -        | -         | (E) ACT-1   | P-1           | FN9                       |
| 207                  | HR             | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-3      | FN6                       |
| 208                  | ADMIN          | CPT-1            | B-1           | -        | -          | -        | -         | (E) ACT-1   | P-1           |                           |
| 209                  | LIBRARY        | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1           |                           |
| 210                  | CONFERENCE     | CPT-2            | B-1           | -        | SS-1       | PL-1     | -         | ACT-1       | P-1, WC-2     | FN1, FN2, FN6             |
| 211                  | LUNCH ROOM     | LN-2, LN-3, LN-4 | LN-2          | -        | PL-3       | PL-2     | -         | ACT-1       | P-1, P-3      | FN1, FN6, FN9             |
| 212                  | STORAGE        | LN-1             | LN-1          | -        | -          | -        | -         | ACT-1       | P-1           | FN1                       |
| 213                  | HALLWAY        | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1/P-5   | P-1           |                           |
| 214                  | MEN            | T-4              | B-3           | T-6, T-8 | SS-2       | -        | -         | P-5         | P-1           | FN7, FN14, FN15, FN17     |
| 215                  | WOMEN          | T-5              | B-4           | T-7, T-8 | SS-3       | -        | -         | P-5         | P-1           | FN7, FN14, FN15, FN17     |
| 216                  | HALLWAY        | T-1, T-2         | B-2           | -        | -          | -        | -         | ACT-(E) P-5 | P-1, WC-1     | FN9, FN6                  |
| 217                  | HALLWAY        | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-3      |                           |
| 218                  | JANITOR        | VCT-1            | B-1           | WP-1     | -          | -        | -         | OP-1        | P-1           | FN5, FN7                  |
| 219                  | UTILITY        | LN-1             | LN-1          | -        | -          | -        | -         | OP-1        | P-1           | FN1                       |
| 220                  | LOBBY          | T-1, T-2         | B-2           | -        | -          | -        | -         | P-2, P-5    | WC-1          | FN9, FN12                 |
| 221                  | LEGAL          | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-3      | FN6                       |
| 222                  | FINANCE        | CPT-1            | B-1           | -        | SS-2, PL-4 | WD-1     | -         | ACT-1       | P-1, P-2, P-3 | FN6, FN8                  |
| 223                  | INTERVIEW      | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 224                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 225                  | FOYER          | T-3              | B-1           | -        | -          | -        | -         | ACT-1       | P-1           |                           |
| 226                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN20                 |
| 227                  | CONFERENCE     | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 228                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 229                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 230                  | COPY           | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 231                  | STORAGE        | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN19                 |
| 232                  | OFFICE         | CPT-1            | B-1           | -        | -          | -        | -         | ACT-1       | P-1, P-2      | FN6, FN20                 |

| GENERAL FINISH NOTES |  |
|----------------------|--|
| 1.                   | CONTRACTOR SHALL SEAL ALL NEW WALLBOARD CONDITIONS WITH PVA PRIMER PRIOR TO FINISH PAINT. APPLICATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.  |
| 2.                   | CONTRACTOR SHALL SUBMIT SAMPLES PRIOR TO PLACING FULL ORDERS WHERE MATERIALS ARE NOT RETURNABLE.   |
| 3.                   | FLOAT OUT ALL FLOOR AREAS WHERE THE FLOOR IS NOT LEVEL OR TRUE WITH A LEVELING COMPOUND TO MATCH THE JOB CONDITION PRIOR TO THE INSTALLATION OF FINISH FLOOR MATERIALS. LEVELING COMPOUND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. |
| 4.                   | ALL NEW WALL / CEILING TEXTURES AND FINISHES SHALL MATCH THE EXISTING CONDITION WHERE APPLICABLE UNLESS NOTED OTHERWISE (U.O.O.).  |
| 5.                   | ALL PAINT FINISH SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS FOR THE PARTICULAR SURFACE.   |
| 6.                   | ALL PAINT FINISH OF METAL DOOR FRAMES, PERIMETER ENCLOSURES, ETC., SHALL BE SEMI-GLOSS, UNLESS NOTED OTHERWISE (U.O.O.).   |
| 7.                   | CONTRACTOR SHALL PATCH AND PAINT AND / OR RE-FINISH ALL EXISTING WALL CONDITIONS AS REQUIRED TO MATCH THE EXISTING CONDITION. VERIFY WITH OWNER.   |
| 8.                   | ALL FLOORING MATERIAL TRANSITIONS SHALL OCCUR AT THE CENTERLINE OF THE DOORS SEPARATING ROOMS UNLESS NOTED OTHERWISE (U.O.O.).   |
| 9.                   | FLOORING SUB-CONTRACTOR (S) SHALL FIELD VERIFY THE EXISTING FLOOR CONDITION PRIOR TO BID AND INSTALLATION.   |
| 10.                  | TILE AND CARPET PATTERN / SEAM LAYOUTS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.   |
| 11.                  | CARPET SUB-CONTRACTOR SHALL PROVIDE AND INSTALL SPECIFIED FLOORING TRANSITION AND / OR REDUCTION STRIPS AT DOORS WHERE CARPET AND TILE / RESILIENT FLOOR MEET.   |
| 12.                  | WHERE FLOOR MOUNTED OUTLETS ARE REQUIRED AT CARPETED AREA, CUT THE CARPET IN AN "X" OVER THE HOLE AND TUCK CARPET UNDER, THIS WILL ALLOW CARPET PATCHING WHERE OUTLETS ARE LATER CAPPED. DO NOT TRIM THE CARPET.   |
| 13.                  | ALL TILE AND RESILIENT FLOORING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.  |
| 14.                  | SOUND WALLS SHALL EXTEND FROM FLOOR TO UNDERSIDE OF STRUCTURE (FLOOR OR ROOF) ABOVE.   |
| 15.                  | FIRE BLOCKING SHALL BE PROVIDED AS REQUIRED AND IN ACCORDANCE WITH SECTION 717 OF THE CURRENT EDITION OF THE C.B.C.  |
| 16.                  | ALL WALL TO BE PAINTED (P-1) U.O.O.N.  |
| 17.                  | ALL CARPET TILE TO BE QUARTER TURNED INSTALLATION U.O.O.N.   |

| ROOM FINISH SCHEDULE NOTES |   |
|----------------------------|---|
| FN1.                       | LINOLEUM SELF COVE TO A HEIGHT OF 4" A.F.F. CAP WITH ALUMINUM J-TRIM. SEE DETAIL 13B/A9.4.                            |
| FN2.                       | CARPET TILE TO BE QUARTER TURNED INSTALLATION.  |
| FN3.                       | APPLY NON-SLIP EPOXY COATING OVER CONCRETE SLAB.  |
| FN4.                       | EXISTING FLOOR TO REMAIN. CLEAN AS DIRECTED.  |
| FN5.                       | WAINSCOT TO EXTEND TO A HEIGHT OF 4'-0" A.F.F.  |
| FN6.                       | SEE FINISH FLOOR PLAN ON SHEET A2.9 FOR ACCENT WALL LOCATIONS.  |
| FN7.                       | WALL PAINT FINISH TO BE SEMI-GLOSS.   |
| FN8.                       | SEE FINISH FLOOR PLAN ON SHEET A2.9 FOR COUNTERTOP FINISH LOCATION.   |
| FN9.                       | SEE FINISH FLOOR PLANS ON SHEET A2.9 FOR FLOOR TILE PATTERN.  |
| FN10.                      | NOT USED.   |
| FN11.                      | SEE SPECIFICATIONS FOR ELEVATOR CAR WALL AND CEILING INTERIOR FINISHES. FLOORING TO MATCH LOBBY.                      |
| FN12.                      | SOFFIT PAINT (P-2) FINISH TO BE FLAT. SEE DETAIL 10/A9.3 FOR PAINT LOCATION.  |
| FN13.                      | PROVIDE B-1 BASE AT FRAMED WALLS ONLY.  |
| FN14.                      | INTEGRAL BACKSPLASH AND INTEGRAL SINK (FORMICA-L100-103 FROST).   |
| FN15.                      | TILE WAINSCOT TO EXTEND TO A HEIGHT OF 4'-4" A.F.F. SEE INTERIOR ELEVATIONS ON SHEET A5.1 FOR INSTALLATION PATTERN.   |
| FN16.                      | WALL TILE TO BE INSTALLED FULL HEIGHT AT SHOWER AREA. SEE INTERIOR ELEVATIONS ON SHEET A5.1 FOR INSTALLATION PATTERN. |
| FN17.                      | SURFACE BULLNOSE TILE AT TOP ROW OF WAINSCOT.   |
| FN18.                      | BASE PER MANUFACTURER'S REQUIREMENT.  |
| FN19.                      | CARPET TILE TO BE MONOLITHIC INSTALLATION, RUN GRAIN NORTH AND SOUTH ON PLAN.   |
| FN20.                      | CARPET TILE TO BE MONOLITHIC INSTALLATION, RUN GRAIN EAST AND WEST ON PLAN.   |

| INTERIOR WALLS HEAD / BASE   |  |
|--|--|
| (N) CURB @ 2nd FLOOR - SEE DETAIL 10/A8.2  |  |
| STRUCTURE ABOVE  |  |
| FILL FLUTES @ TOP & AROUND INTERSECTING JOISTS/GIRDERS WITH MINERAL WOOL INSULATION WITH MINIMUM DENSITY OF 8 LB/FT <sup>3</sup> - SEE DETAIL 11/A9.3 FOR DECK CONDITION |  |
| SLOTTED MTL STUD TRACK   |  |
| OPENING FRAMING @ 2nd FLOOR - SEE STRUCT. DWGS   |  |
| TYPE "X" GYPSUM BOARD  |  |
| <b>1</b> I HOUR WALL HEAD<br>SCALE: 1-1/2" = 1'-0"   |  |
| STRUCTURE ABOVE  |  |
| SLOTTED MTL STUD TRACK   |  |
| INSULATION   |  |
| 1/2" GYPSUM BOARD  |  |
| <b>2</b> SOUND WALL HEAD<br>SCALE: 1-1/2" = 1'-0"  |  |
| STRUCTURE ABOVE  |  |
| SLOTTED MTL STUD TRACK   |  |
| GYP BD, EXTEND 6" ABOVE CEILING  |  |
| <b>3</b> TYP WALL HEAD<br>SCALE: 1-1/2" = 1'-0"  |  |
| INSULATION @ SOUND/RESTROOM WALLS  |  |
| MTL STUD TRACK   |  |
| (E) CONCRETE FLOOR   |  |
| <b>4</b> TYP WALL BASE<br>SCALE: 1-1/2" = 1'-0"  |  |
| INSULATION - SEE WALL TYPE DETAIL  |  |
| MTL STUD TRACK SET IN SEALANT  |  |
| (E) CONCRETE FLOOR   |  |
| <b>5</b> I HOUR WALL BASE<br>SCALE: 1-1/2" = 1'-0"   |  |

| FINISH LEGEND   |   |
|---|---|
| <b>FLOORING</b>   | CPT-1 TYPE: CARPET TILE SHAW CONTRACT 59483 PRISMA TILE 63481 BLUE SMOKE 24"X24" NOTE: FIELD JENNIER HENRIQUEZ (925) 577-0468 |
| CPT-2 TYPE: CARPET TILE SHAW CONTRACT 59483 PRISMA TILE 63309 CAFE HIGHLIGHTS 24"X24" NOTE: AT CONFERENCE RM 210 JENNIER HENRIQUEZ (925) 577-0468 |   |
| CPT-3 TYPE: CARPET SHAW CONTRACT 5A049 NIELLO 48098 MODERN TWEED BROADLOOM NOTE: AT STAIRS JENNIER HENRIQUEZ (925) 577-0468                       |   |
| LN-1 TYPE: LINOLEUM FORBO MARMOLEUM / MINERAL 5711 SMOXY QUARTZ NOTE: PEGGY SPIERS (408) 603-9309   |   |
| LN-2 TYPE: LINOLEUM FORBO MARMOLEUM / DUAL 789 HAVANA NOTE: FIELD AT LUNCH ROOM PEGGY SPIERS (408) 603-9309                                       |   |
| LN-3 TYPE: LINOLEUM FORBO MARMOLEUM / PIANO 3603 BLUNT BLUE NOTE: ACCENT AT BREAK ROOM PEGGY SPIERS (408) 603-9309                                |   |
| LN-4 TYPE: LINOLEUM FORBO MARMOLEUM / PIANO 3609 BLEACHED CARAMEL NOTE: ACCENT AT BREAK ROOM PEGGY SPIERS (408) 603-9309                          |   |
| T-9 TYPE: INTERCERAMIC GLOW 24"X24" NOTE: FIELD AT LOBBY ARI SLATER (925) 200-9628  |   |
| VCT-1 TYPE: INTERCERAMIC GLOW 24"X24" NOTE: FIELD AT LOBBY ARI SLATER (925) 200-9628  |   |
| SDT-1 TYPE: INTERCERAMIC GLOW / SURFACE BULLNOSE MOON 36"X24" NOTE: BASE AT LOBBY 51551 ARMOR GRAY (925) 200-9628                                 |   |
| EPX-1 TYPE: INTERCERAMIC GLOW / SURFACE BULLNOSE MOON 36"X24" NOTE: BASE AT LOBBY 51551 ARMOR GRAY (925) 200-9628                                 |   |
| CON-1 TYPE: INTERCERAMIC GLOW / SURFACE BULLNOSE MOON 36"X24" NOTE: BASE AT LOBBY 51551 ARMOR GRAY (925) 200-9628                                 |   |
| WD-1 TYPE: INTERCERAMIC GLOW / SURFACE BULLNOSE MOON 36"X24" NOTE: BASE AT LOBBY 51551 ARMOR GRAY (925) 200-9628                                  |   |
| DR-1 TYPE: INTERCERAMIC GLOW / SURFACE BULLNOSE MOON 36"X24" NOTE: BASE AT LOBBY 51551 ARMOR GRAY (925) 200-9628                                  |   |
| T-7 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| T-8 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| WP-1 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                          |   |
| P-1 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| P-2 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| P-3 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| P-4 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| P-5 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                           |   |
| WC-1 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                          |   |
| WC-2 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                          |   |
| WC-3 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                          |   |
| WC-4 TYPE: INTERCERAMIC BOLD TONES / POLISHED TAUPPE 4'-11/4"X4'-11/4" FIELD TILE / AT WOMEN'S ARI SLATER (925) 200-9628                          |   |

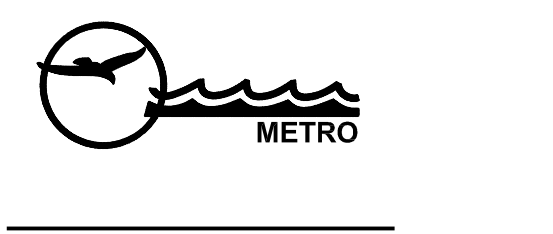
| WALL SCHEDULE   |  |
|---|--|
| 1/2" GYPSUM BOARD - SEE SPECIFICATIONS  |  |
| 3/8" STUDS @ 16" O.C.   |  |
| R-13 BATT INSULATION @ RESTROOM WALLS   |  |
| SEE FLOOR PLAN  |  |
| BASE: 4 SIM.  |  |
| TYP HEAD: 3 SIM.  |  |
| HEAD @ RESTROOM: 2 SIM.   |  |
| <b>F</b> INTERIOR DBL WALL<br>SCALE: 1-1/2" = 1'-0"                                   |  |
| 1/2" GYPSUM BOARD - SEE SPECS   |  |
| 3/8" STUDS @ 16" O.C.   |  |
| BASE: 4   |  |
| HEAD: 3   |  |
| <b>G</b> 4" INTERIOR WALL<br>SCALE: 1-1/2" = 1'-0"                                    |  |
| 1/2" GYPSUM BOARD - SEE SPECS   |  |
| 6" STUDS @ 16" O.C.   |  |
| R-19 BATT INSULATION @ RESTROOMS WALLS  |  |
| BASE: 4   |  |
| TYP HEAD: 3   |  |
| HEAD @ RESTROOM: 2  |  |
| <b>H</b> 6" INTERIOR WALL<br>SCALE: 1-1/2" = 1'-0"                                    |  |
| 1/2" GYPSUM BOARD - SEE SPECIFICATIONS  |  |
| 3/8" STUDS @ 16" O.C.   |  |
| R-13 BATT INSULATION - SEE SPECS  |  |
| BASE: 4   |  |
| HEAD: 2   |  |
| <b>J</b> 4" INTERIOR SOUND WALL<br>SCALE: 1-1/2" = 1'-0"                              |  |
| 1/2" TYPE "X" GYPSUM BOARD - SEE SPECS  |  |
| 3/8" STUDS @ 16" O.C.   |  |
| R-13 BATT INSULATION - SEE SPECS  |  |
| BASE: 5   |  |
| HEAD: 1   |  |
| <b>K</b> 4" INTERIOR I HOUR WALL<br>SCALE: 1-1/2" = 1'-0"<br>1 Hr - UL LISTING # U419 |  |

| WALL SCHEDULE   |  |
|---|--|
| 1/2" GYPSUM BOARD - SEE SPECS.  |  |
| 1/2" FURRING @ 16" O.C.   |  |
| (E) CONC. WALL PANEL  |  |
| <b>A</b> 1 5/8" INTERIOR FURRED WALL<br>SCALE: 1-1/2" = 1'-0"   |  |
| R-13 BATT INSULATION - SEE SPECS  |  |
| CEMENT PLASTER SYSTEM - SEE SPECS   |  |
| 1/2" CEMENTITIOUS BOARD SHEATHING - SEE SPECS   |  |
| 6" METAL STUDS - SEE STRUCTURAL DWGS  |  |
| MTL STUD FURRING TO MATCH (E)   |  |
| 1/2" GYPSUM BOARD FLUSH w/ (E) FURRED WALL - SEE SPECS  |  |
| <b>B</b> FILL-IN WALL<br>SCALE: 1-1/2" = 1'-0"  |  |
| 1/2" GYPSUM BOARD - SEE SPECS   |  |
| 6" STUDS @ 16" O.C.   |  |
| CEMENT PLASTER SYSTEM - SEE SPECS   |  |
| SHEATHING - SEE STRUCT. DWGS  |  |
| R-19 BATT INSULATION - SEE SPECS  |  |
| <b>C</b> 6" EXTERIOR WALL<br>SCALE: 1-1/2" = 1'-0"  |  |
| 1/2" GYPSUM BOARD - SEE SPECS   |  |
| 8" STUDS - SEE STRUCT. DWGS   |  |
| CEMENT PLASTER SYSTEM - SEE SPECS   |  |
| SHEATHING - SEE STRUCT. DWGS  |  |
| R-19 BATT INSULATION - SEE SPECS  |  |
| <b>D</b> 8" EXTERIOR WALL<br>SCALE: 1-1/2" = 1'-0"  |  |
| (E) CONCRETE WALL PANEL   |  |
| 1/2" GYPSUM BOARD - SEE SPECS   |  |
| 3/8" METAL STUDS TO MATCH (E) @ 16" O.C.  |  |
| R-13 BATT INSULATION - SEE SPECS  |  |
| <b>E</b> TYPICAL FURRED WALL<br>SCALE: 1-1/2" = 1'-0"   |  |
| <b>CASEWORK / CONTERTOP</b>   |  |
| SS-1 TYPE: SOLID SURFACE FORMICA N/A NICKEL MICA 901 NOTE: COUNTERTOP AT CONFERENCE RM LISA MEJIAS (415) 388-0250                   |  |
| SS-2 TYPE: SOLID SURFACE CORIAN N/A NOTE: COUNTERTOP AT MEN'S RICHARD CONDIE (916) 267-3232   |  |
| SS-3 TYPE: SOLID SURFACE CORIAN N/A ACORN NOTE: COUNTERTOP AT WOMEN'S BRUCE LOMBARD (408) 687-1546                                  |  |
| PL-1 TYPE: PLASTIC LAMINATE PIONITE SUEDE AP311-5 BURGUNDY CREPE NOTE: CABINET AT CONFERENCE NANCY GARMAN (650) 207-7735            |  |
| PL-2 TYPE: PLASTIC LAMINATE PIONITE SUEDE AY110 ORVILLE NOTE: CABINET AT BREAKROOM NANCY GARMAN (650) 207-7735                      |  |
| PL-3 TYPE: PLASTIC LAMINATE FORMICA MATTE 6390-58 BLUE SPA NOTE: COUNTERTOP AT BREAKROOM LISA MEJIAS (415) 748-6286                 |  |
| <b>CEILING</b>  |  |
| ACT-1 TYPE: ACOUSTICAL CEILING PANEL ARMSTRONG GEORGIAN / SQUARE LAYIN / MED. TEXTURE WHITE 2'X4' NOTE: JILL AMACHER (916) 202-5052 |  |
| OP-1 TYPE: OPEN CEILING   |  |
| GP-1 TYPE: GYPSUM BOARD   |  |

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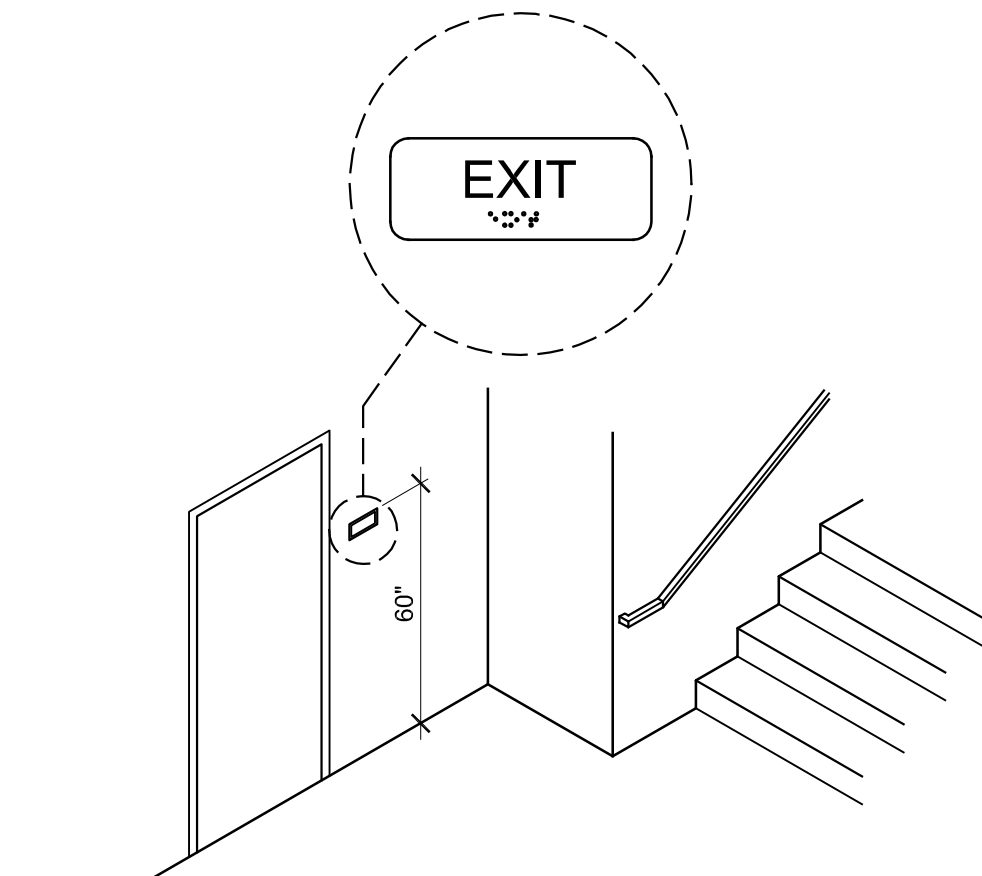
JOB NO. 08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED: 85% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009  
SHEET NAME: ROOM FINISH & WALL SCHEDULE  
SHEET NO.: A2.7  
FILE NAME: 08192-427

**A. TACTILE EXIT SIGNS SHALL HAVE LETTERING AS FOLLOWS:**

1. LETTERING SHALL COMPLY WITH CBC SECTION 1117B.5.1
2. WORDS REQUIRED BY SECTION B BELOW SHALL BE RAISED 1/32" (TACTILE)
3. TACTILE WORDS SHALL BE ACCOMPANIED BY THE SAME WORDS IN GRADE 2 BRAILLE, LOCATED DIRECTLY BELOW THE TACTILE WORDS

**B. WHERE REQUIRED: TACTILE EXIT SIGNS SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS:**

1. EACH GRADE-LEVEL EXTERIOR EXIT DOOR SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORD, "EXIT".
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
  - A. "EXIT STAIR DOWN"
  - B. "EXIT RAMP DOWN"
  - C. "EXIT STAIR UP"
  - D. "EXIT RAMP UP"
3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS "EXIT ROUTE".
4. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE".
5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT".
6. AT EXIT DISCHARGE LEVEL THE SIGN SHALL INCLUDE A RAISED FIVE - POINTED STAR LOCATED TO THE LEFT OF THE IDENTIFYING FLOOR LEVEL. THE OUTSIDE DIAMETER OF THE STAR SHALL BE THE SAME HEIGHT AS THE RAISED CHARACTERS.

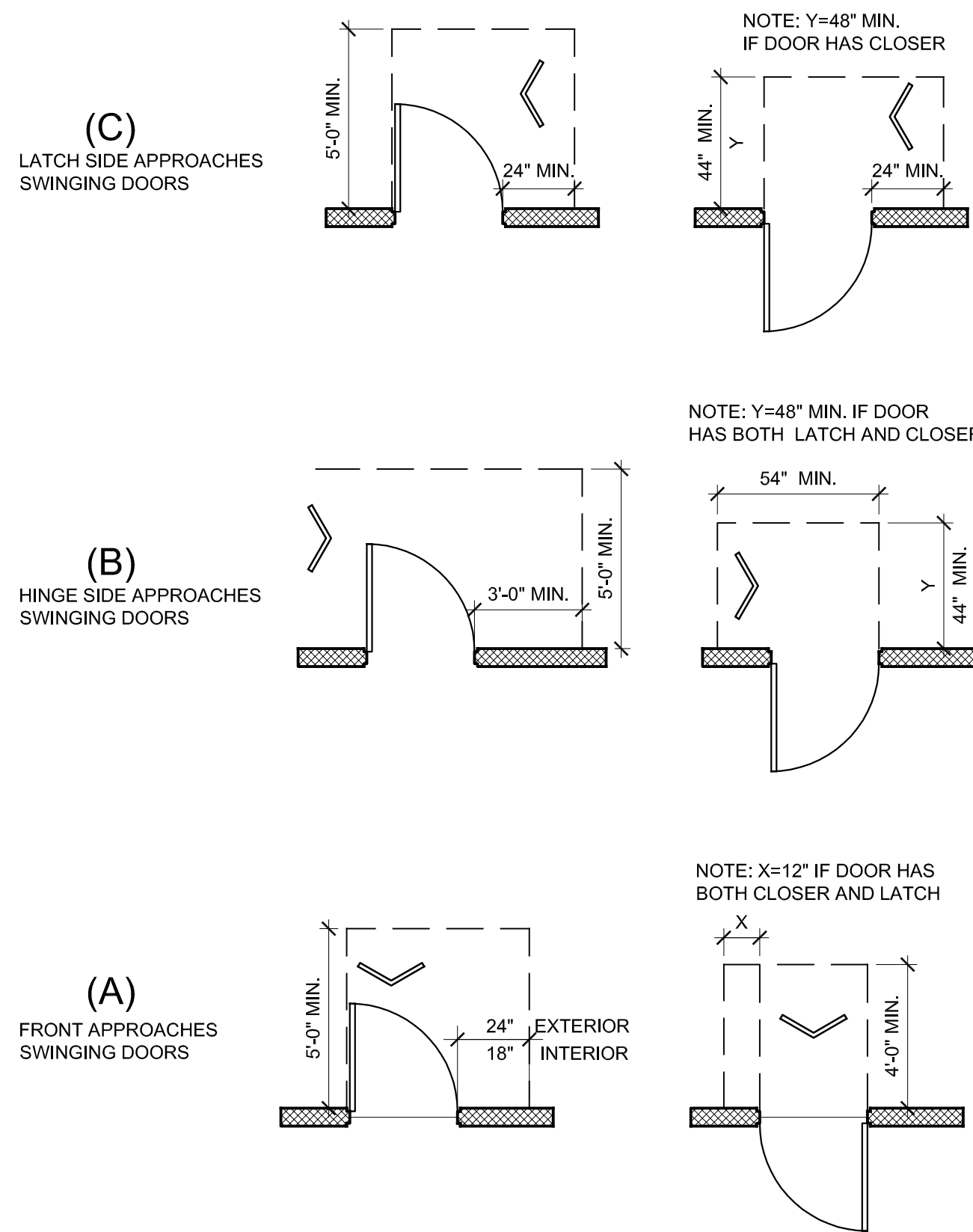


**10 TACTILE EXIT SIGN**

SCALE: 1/4" = 1'-0"

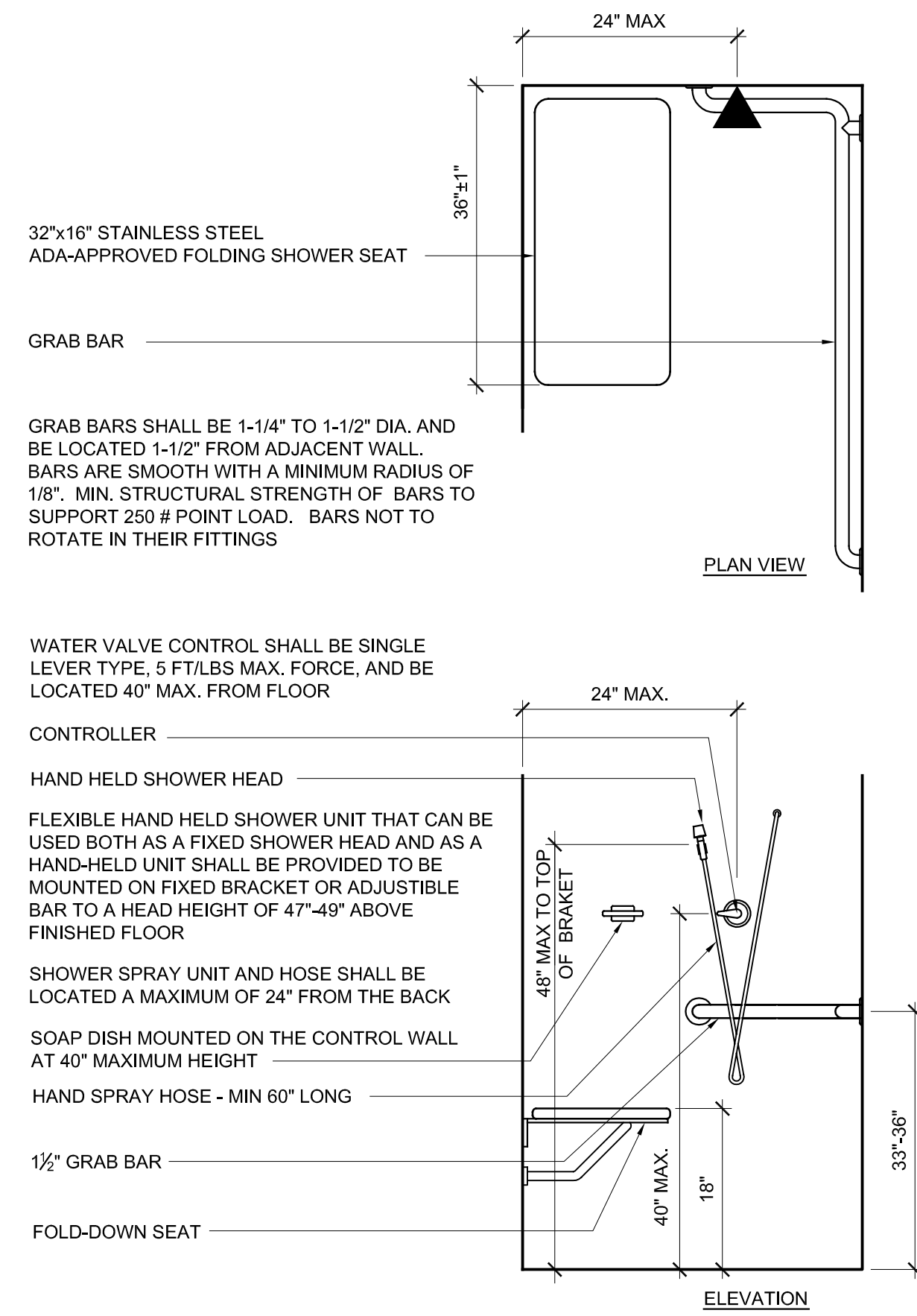
**7 DIRECTION OF APPROACH**

SCALE: 1/4" = 1'-0"



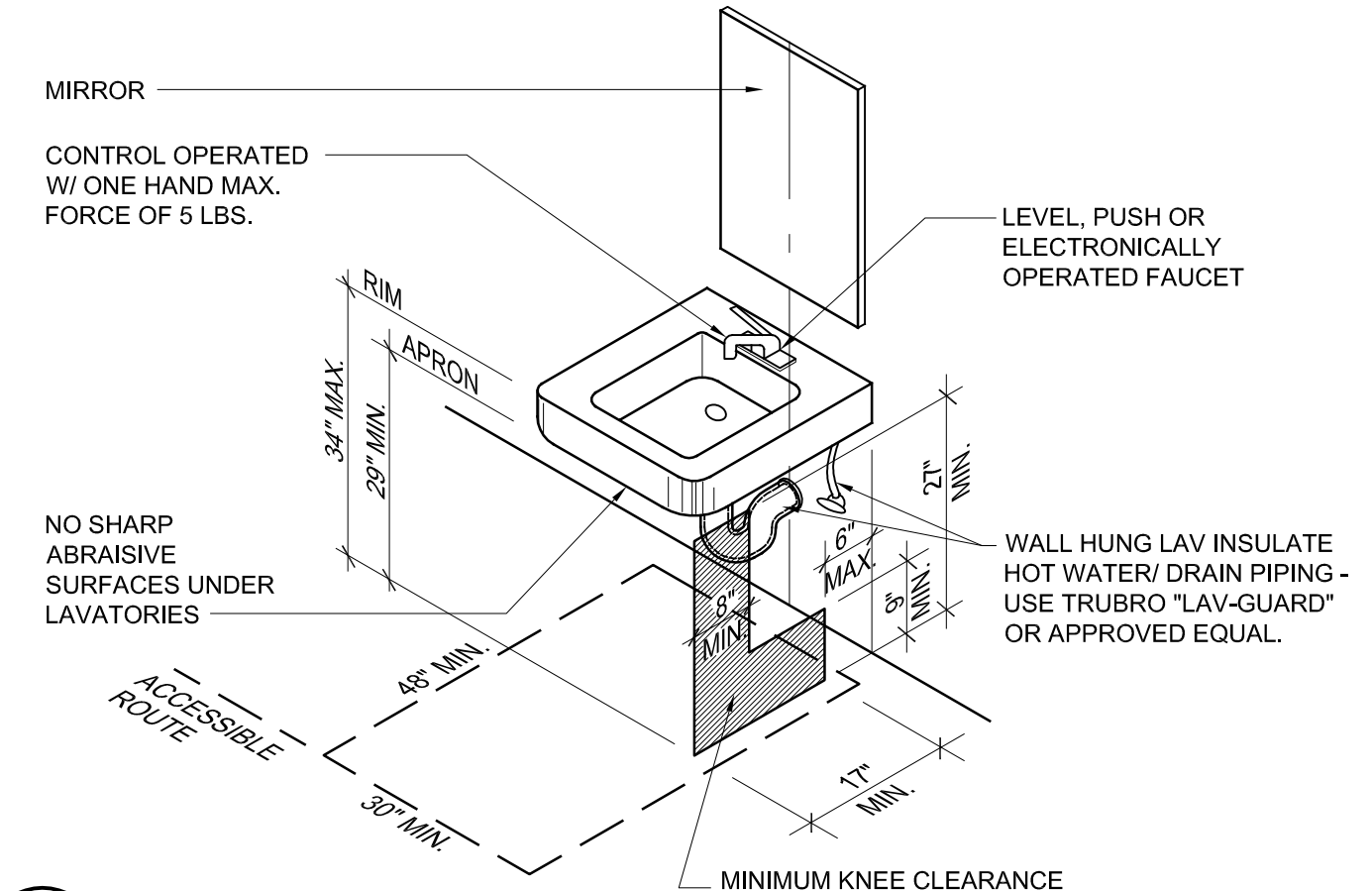
**4 ACCESSIBLE SHOWER REQUIREMENTS**

SCALE: NONE



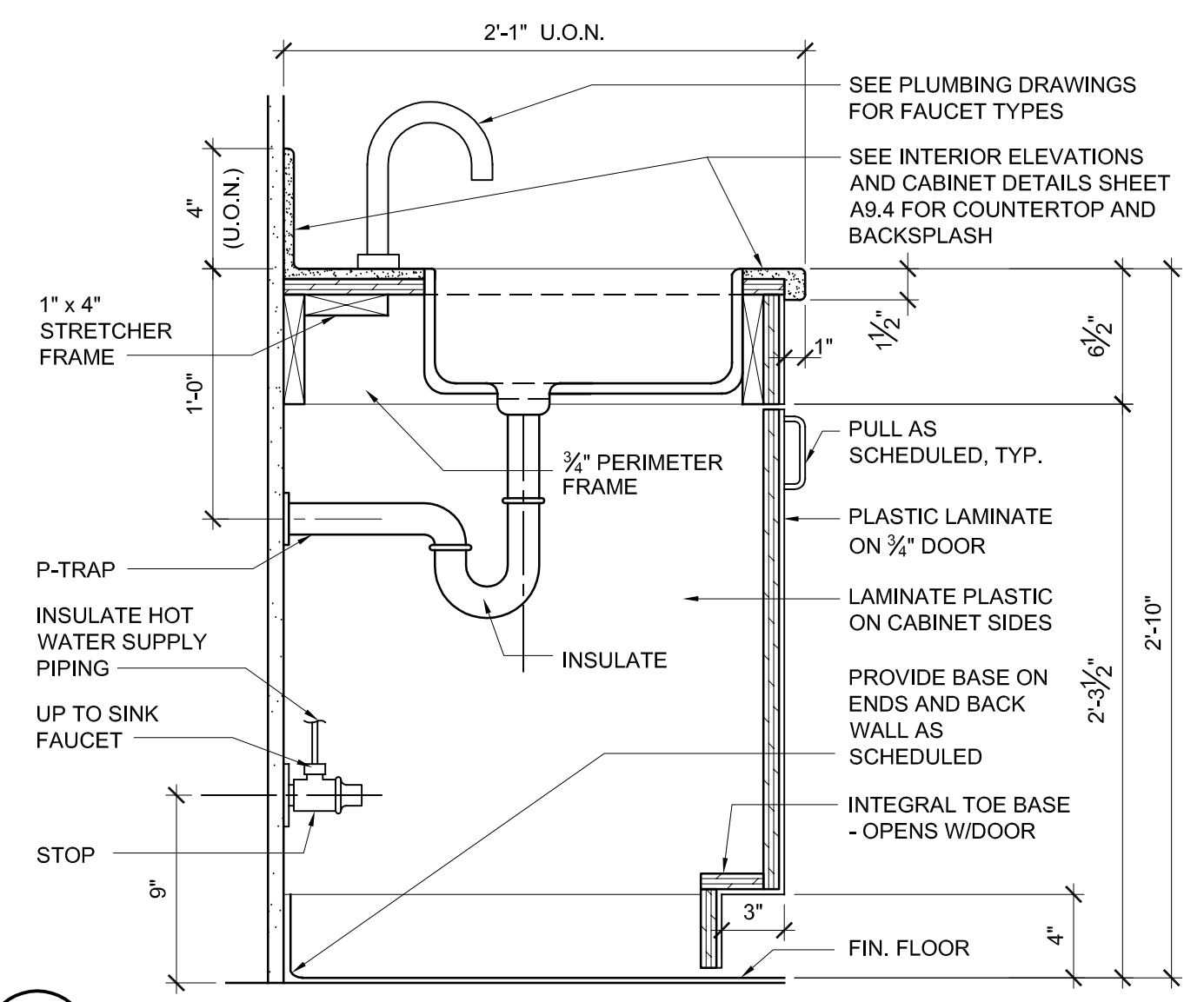
**1 LAVATORY CLEARANCE**

SCALE: NONE



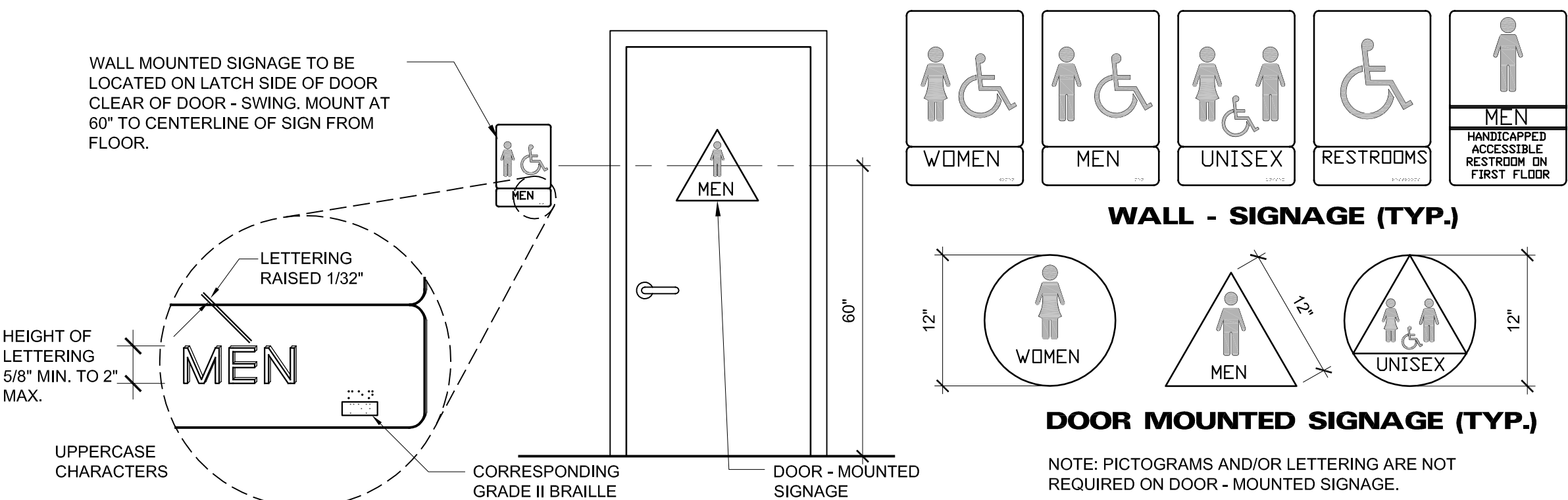
**1A ACCESSIBLE SINK CABINET**

SCALE: 1 1/2" = 1'-0"



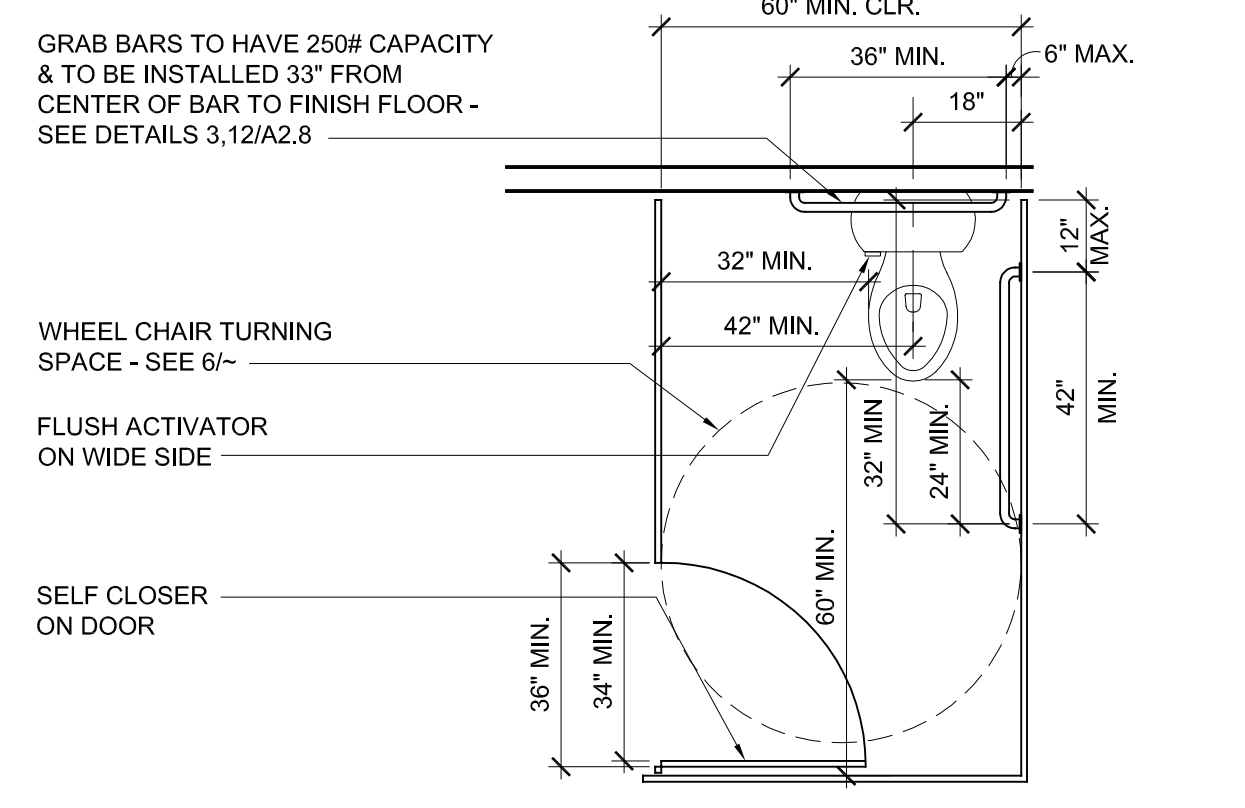
**11 IDENTIFICATION SYMBOLS FOR SANITARY FACILITIES**

SCALE: 3/8" = 1'-0"



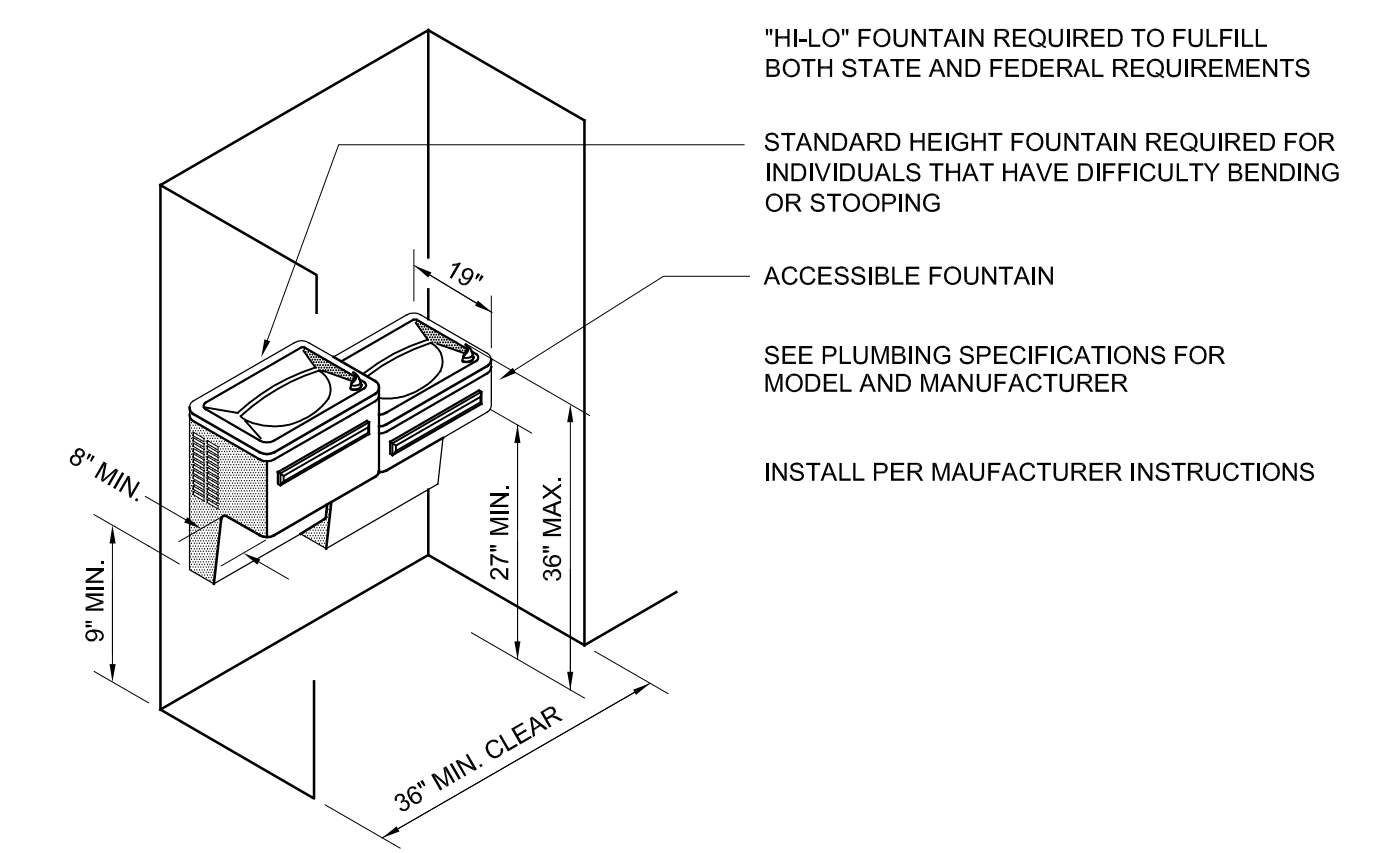
**5 ACCESSIBLE TOILET STALLS**

SCALE: 3/8" = 1'-0"



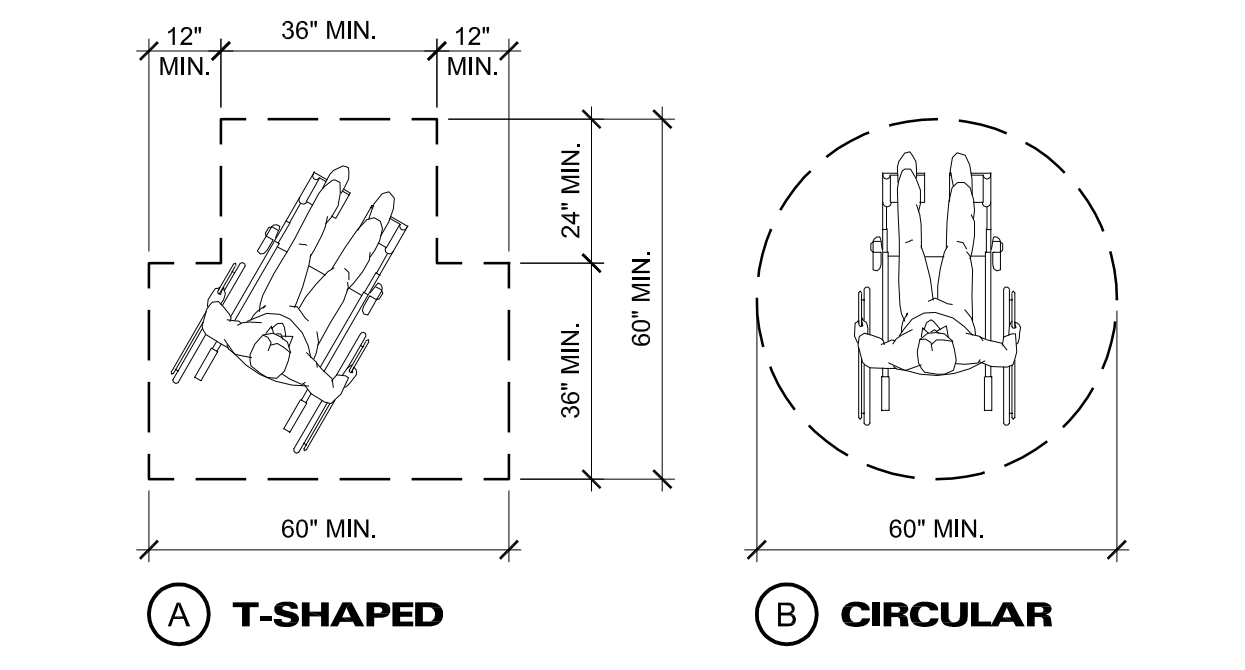
**2 ACCESSIBLE DRINKING FOUNTAIN REQUIREMENTS**

SCALE: NONE



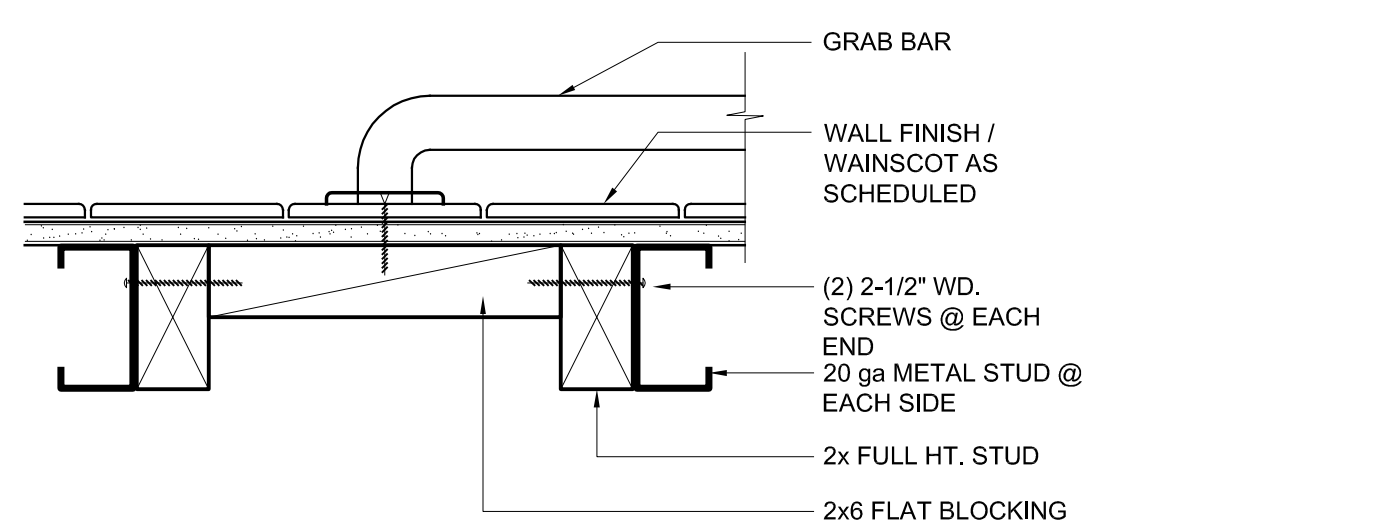
**6 WHEEL CHAIR TURNING SPACE**

SCALE: 3/8" = 1'-0"



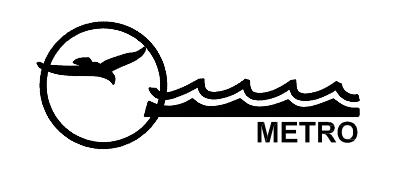
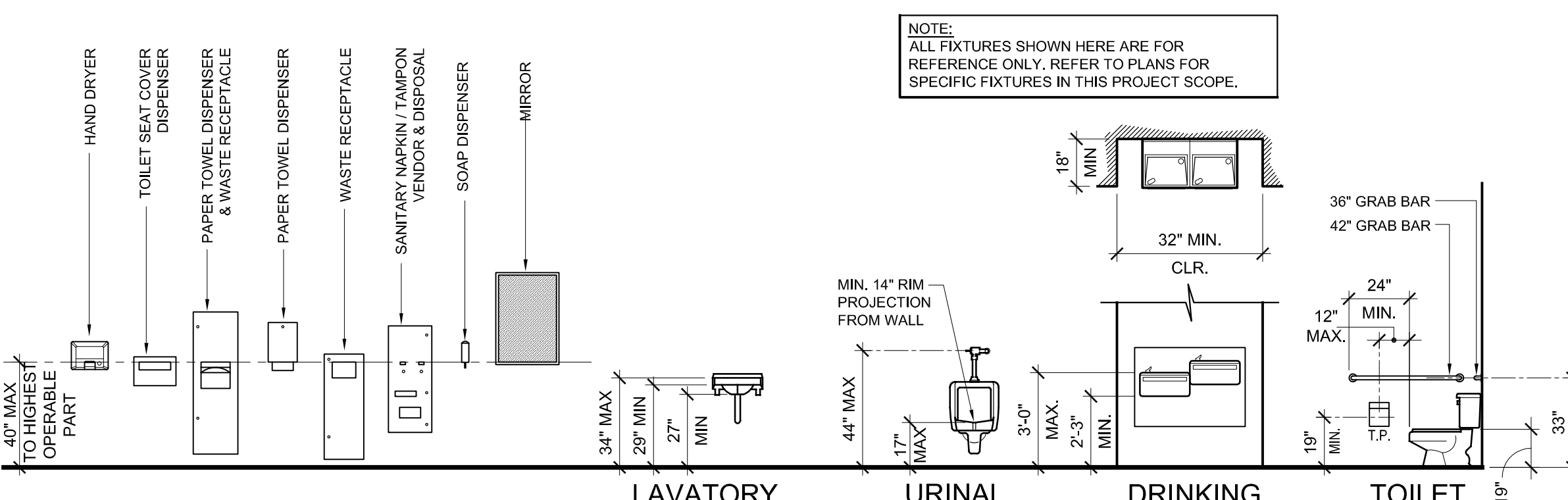
**3 GRAB BAR BLOCKING**

SCALE: 3" = 1'-0"



**12 ADA MOUNTING HEIGHTS**

SCALE: 1/4" = 1'-0"





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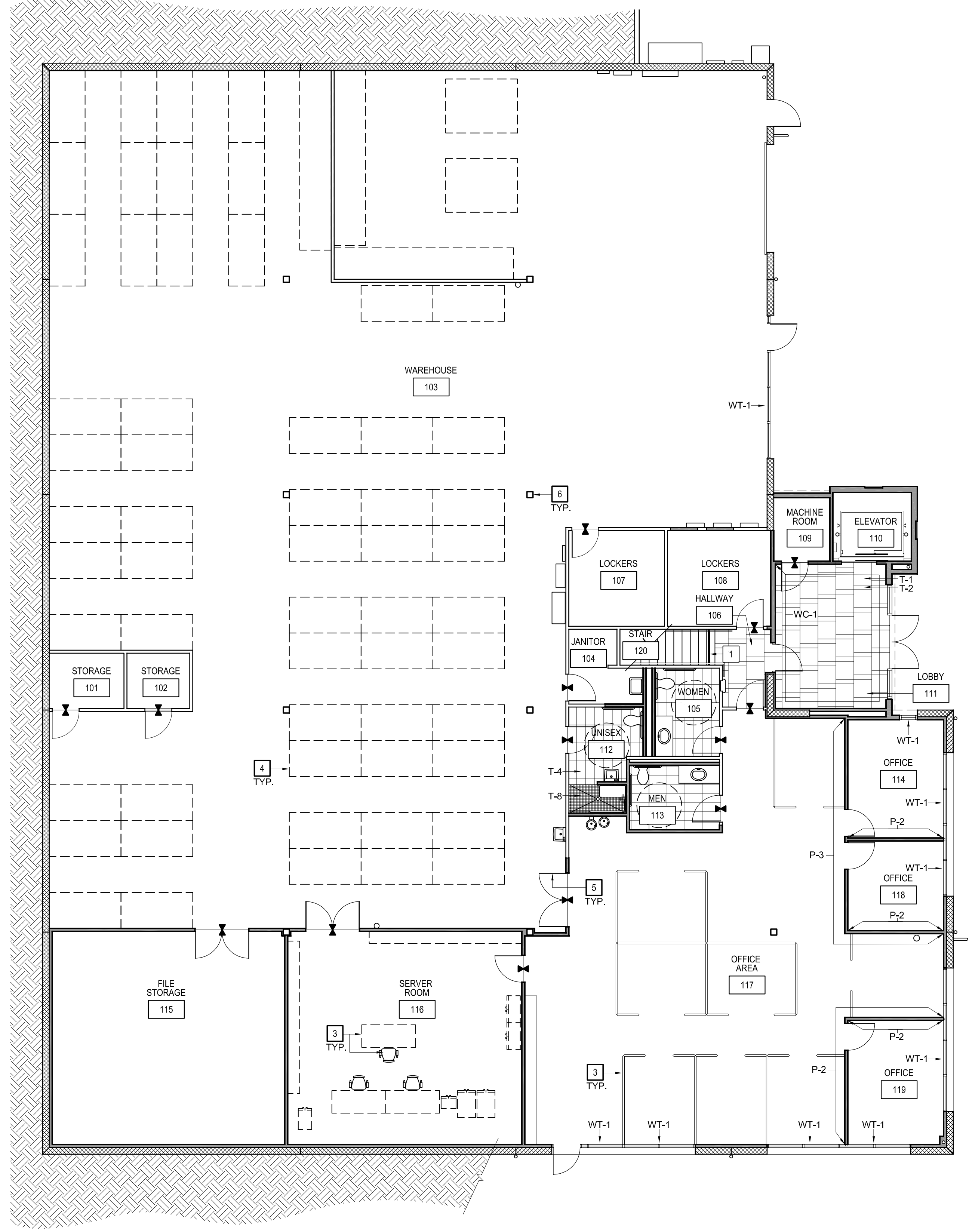
JOB NO. 08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:  
FINISH FLOOR PLANS

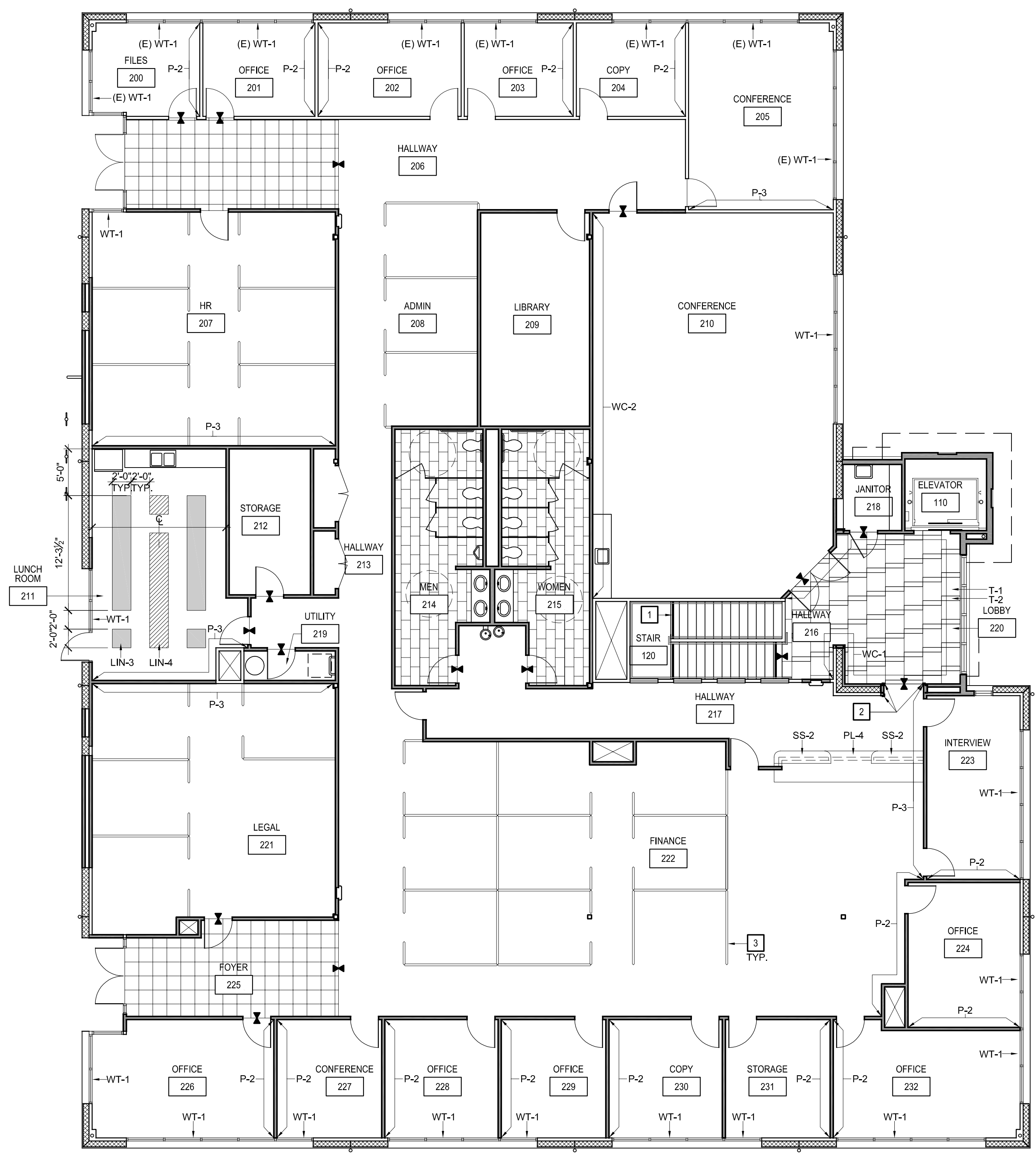
SHEET NO.:

A2.9

FILE NAME: 08192-A29

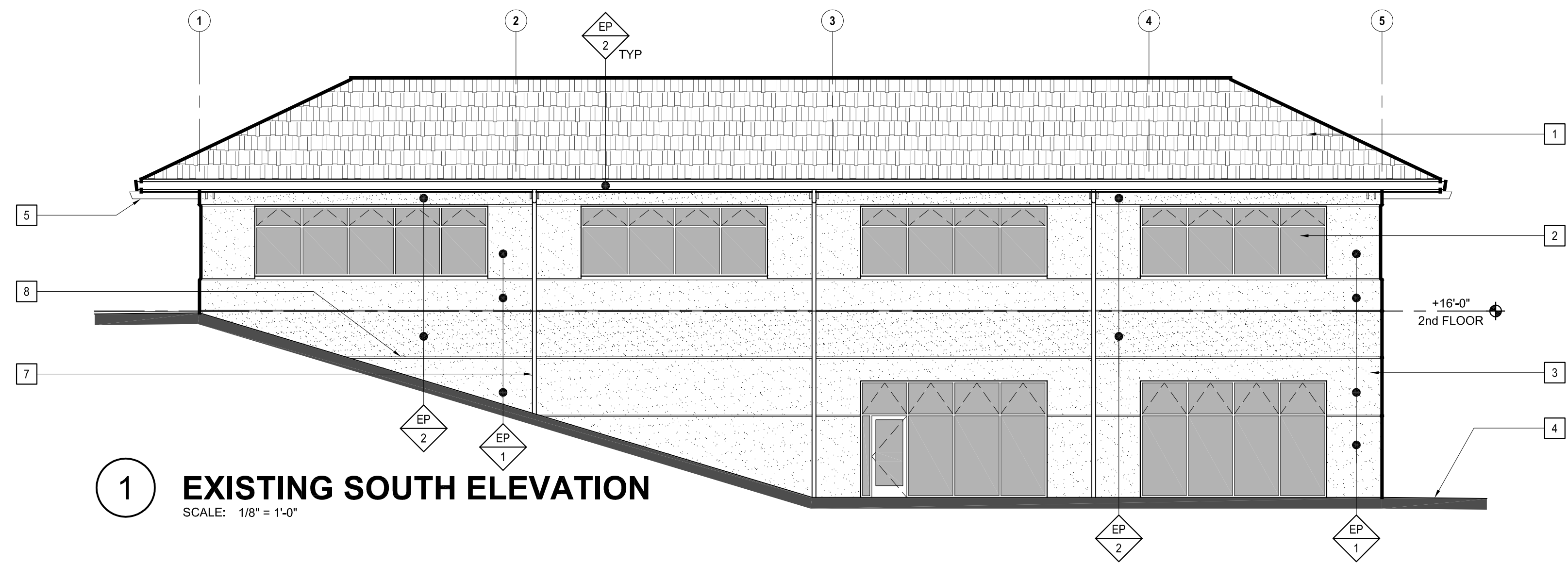


PROPOSED FIRST FLOOR FINISH PLAN  
SCALE: 1/8"=1'-0"

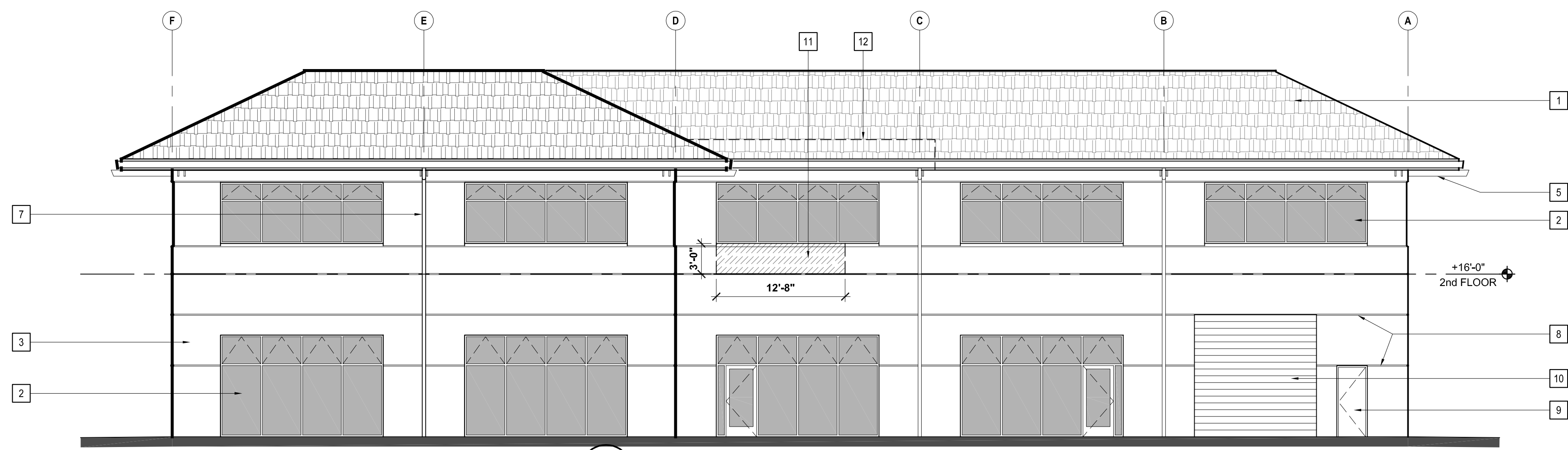


PROPOSED SECOND FLOOR FINISH PLAN  
SCALE: 1/8"=1'-0"

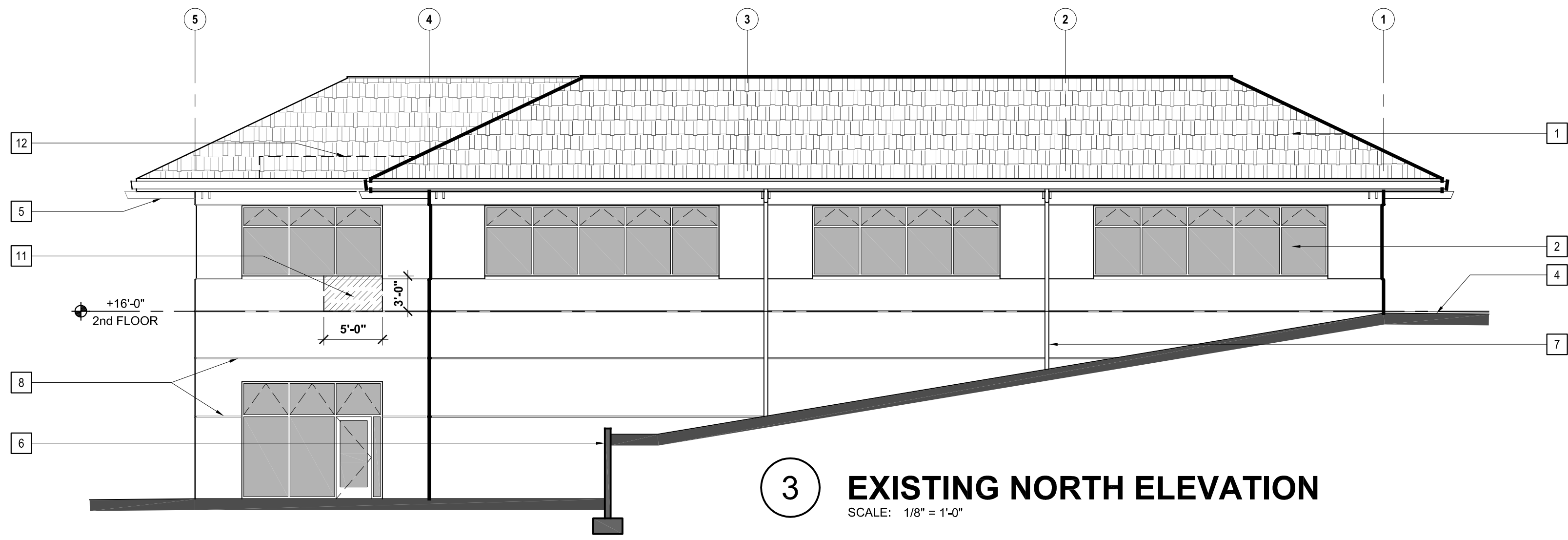
| LEGEND   | LEGEND  |
|--|---|
| 1 2-1/2" W. CONTRASTING STRIP AT STAIR, CONTRASTING CARPET TO BE; SHAW CONTRACT - UTOPIAN - 43111 HAZELNUT.  | REFER TO ROOM FINISH SCHEDULE AND FINISH LEGEND ON SHEET A2.7.                |
| 2 FULL HT. WOOD CORNER GUARD; J.E. HIGGINS LUMBER COMPANY, 6615, 1-3/8"x1-3/8", MAPLE STAIN TO MATCH (WD-1). | FLOOR FINISH TRANSITION. SEE DETAIL A12 / A9.4.                               |
| 3 FURNITURE, SYSTEM PANELS N.I.C. TYP.   | ACCENT WALL LOCATION. SEE FINISH LEGEND ON SHEET A2.7 FOR FINISH INFORMATION. |
| 4 STORAGE UNITS BY OTHERS. TYP.  | X-X   |
| 5 SEE FINISH LEGEND ON SHEET A2.7 FOR DOOR PAINT INFORMATION (DR-1). TYP.                                    |   |
| 6 PAINT (P-1) AT COLUMNS. TYP. SEE FINISH LEGEND ON SHEET A2.7 FOR PAINT INFORMATION.                        |   |



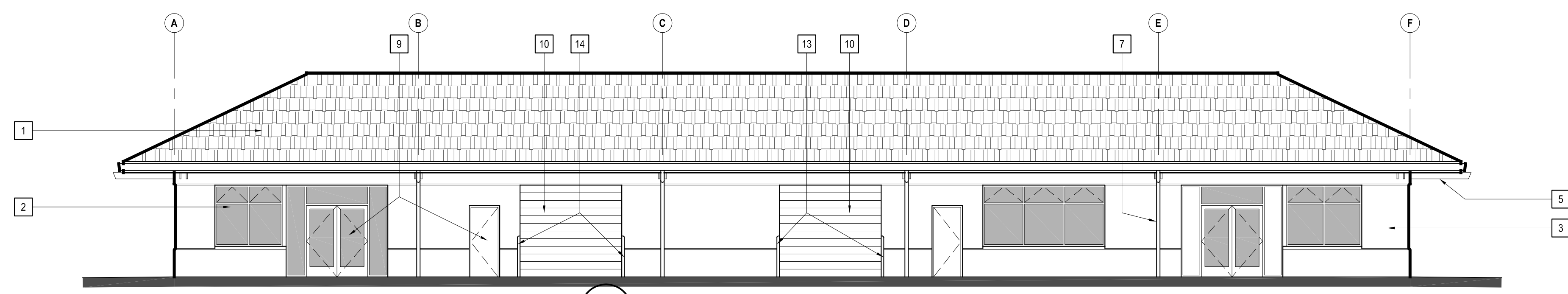
**1 EXISTING SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 EXISTING EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 EXISTING NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**4 EXISTING WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**ELEVATION KEY NOTES**

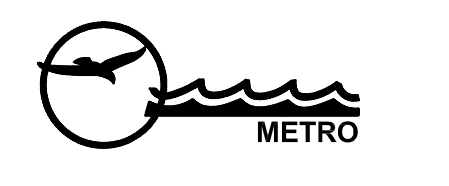
THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) ASPHALT SHINGLE ROOFING, TYP.
- 2 REMOVE (E) STOREFRONT WINDOW, TYP.
- 3 (E) TILT-UP CONCRETE WALL PANEL TYP.
- 4 FINISHED GRADE
- 5 (E) DOUBLE OUTRIGGER
- 6 (E) RETAINING WALL
- 7 (E) RAIN WATER LEADER
- 8 (E) RECESS IN CONCRETE WALL TYP.
- 9 REMOVE (E) DOOR, TYP.
- 10 (E) ROLL UP DOOR TO BE REMOVED
- 11 CUT (E) CONCRETE PANEL AS SHOWN - SEE STRUCTURAL DWGS
- 12 CUT ROOF AT EAVES - SEE DEMO ROOF PLAN 2/A4.1
- 13 (E) STEEL ANGLE TO REMAIN
- 14 REMOVE (E) STEEL ANGLE AND REPAIR CONCRETE PANEL AS REQUIRED - SEE EXTERIOR ELEVATION 3/A3.2

NOTE: SOUTH ELEVATION SHOWS (N) PAINT COLORS. REFER TO A3.2 FOR MORE INFORMATION

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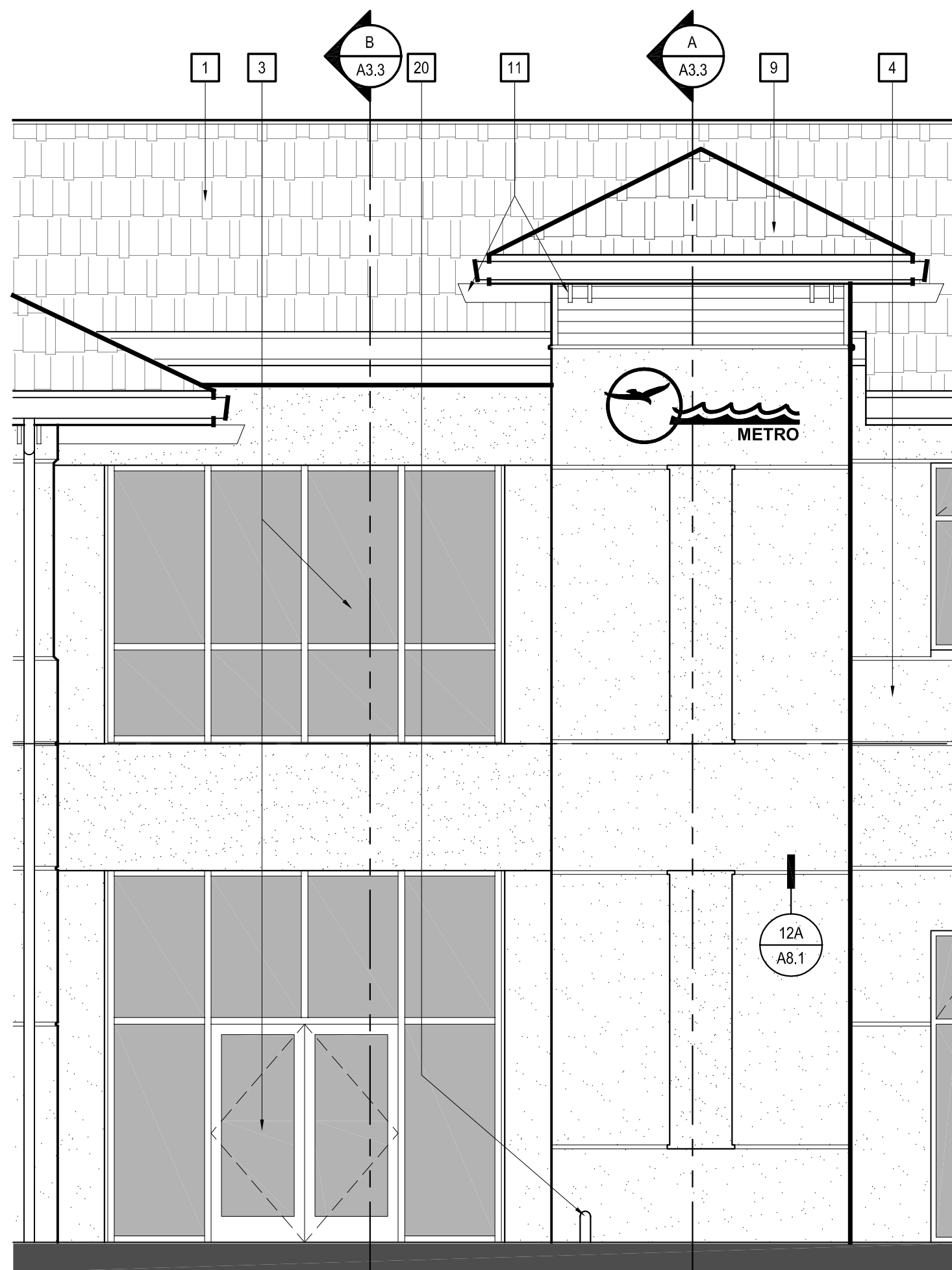
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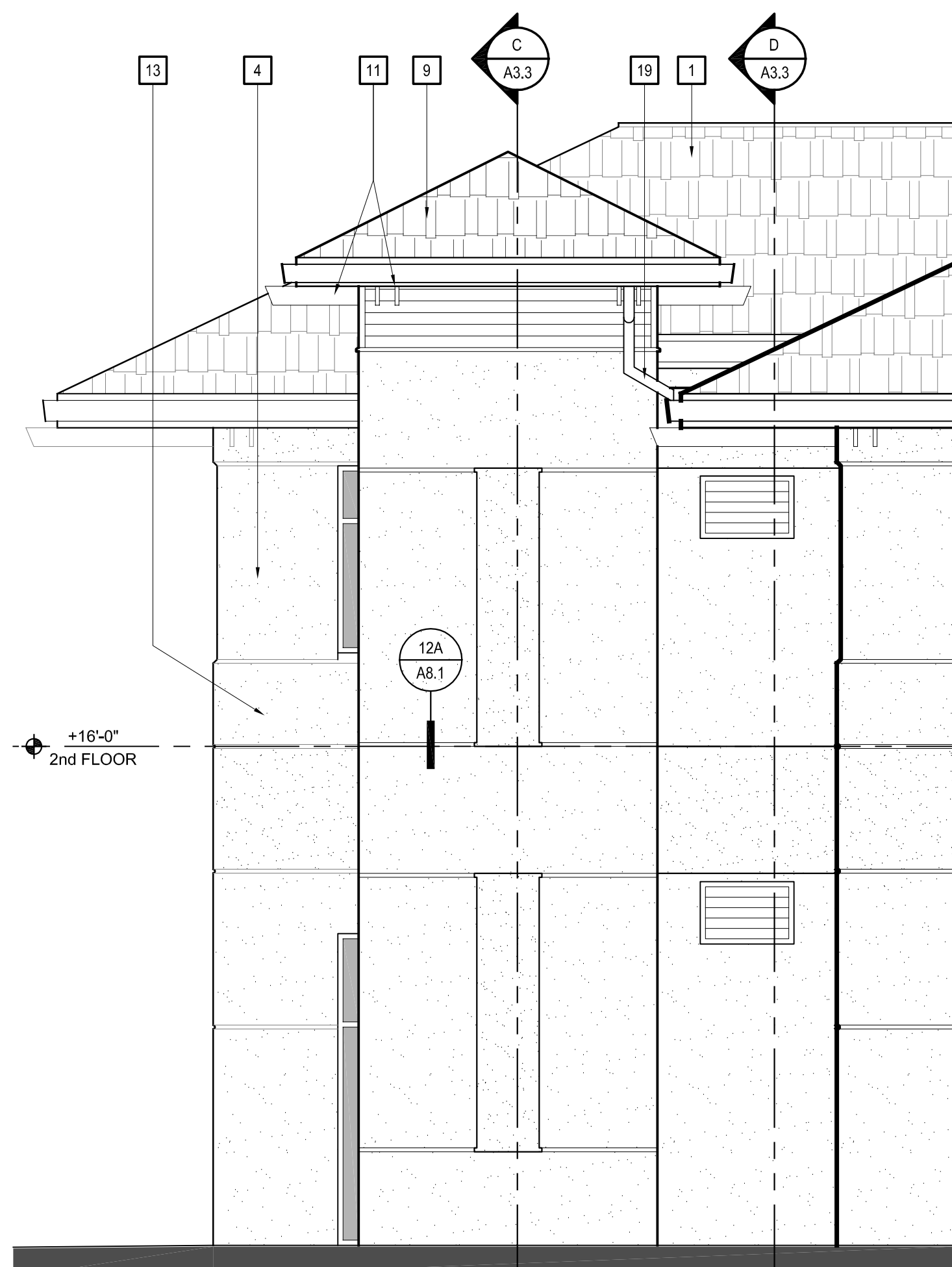
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JOB NO. **08192**  
 PLOT DATE: 2.12.2009  
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 95% BUILDING SUBMITTAL 1/20/2009  
 BID SET 2/10/2009

SHEET NAME:  
**EXISTING ELEVATIONS**  
 SHEET NO.:  
**A3.1**  
 FILE NAME: 08192-A31



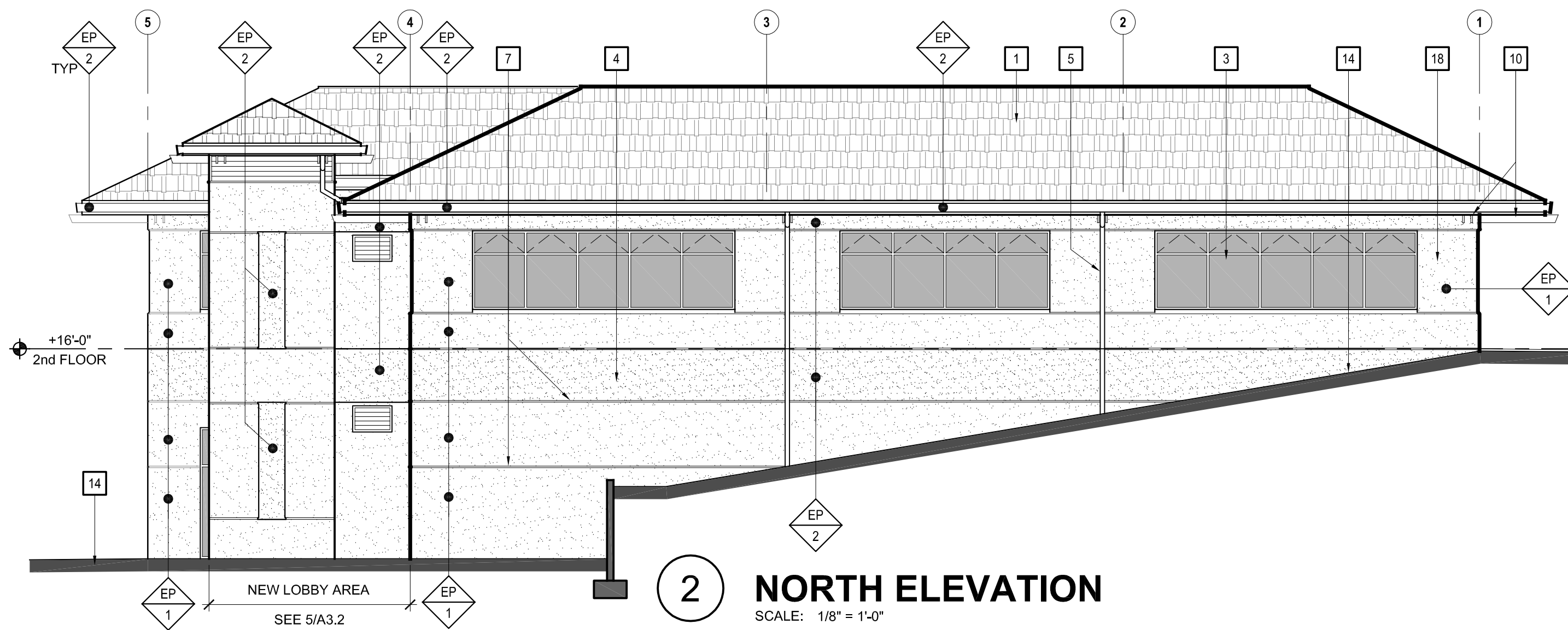
**4 ENLARGED EAST ELEVATION**  
SCALE: 1/4" = 1'-0"



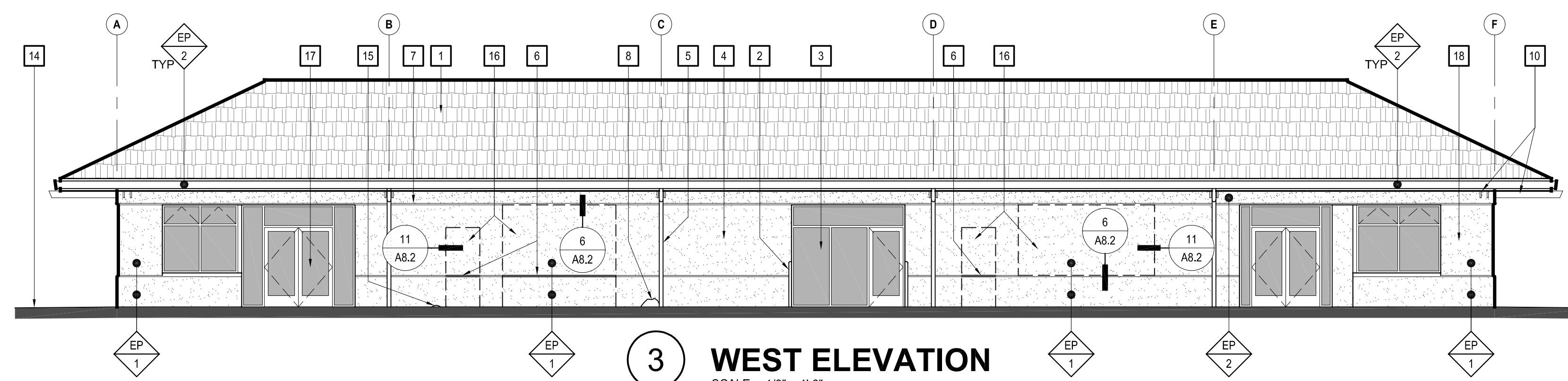
**5 ENLARGED NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"



**1 EAST ELEVATION**  
SCALE: 1/8" = 1'-0"



**2 NORTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**3 WEST ELEVATION**  
SCALE: 1/8" = 1'-0"

**ELEVATION KEY NOTES**

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- 1 (E) ASPHALT SHINGLED MANSARD ROOF, TYP.
- 2 (E) STEEL ANGLE BOTH SIDES
- 3 (N) STOREFRONT SYSTEM, TYP. - SEE WINDOW SCHEDULE SHEET A2.6
- 4 (E) CONCRETE TILT-UP WALL PANELS, TYP.
- 5 (E) RAIN WATER LEADER, TYP.
- 6 (N) RECESS IN FILL-IN WALL TO MATCH (E)
- 7 (E) RECESS IN CONCRETE WALL, TYP.
- 8 REPAIR SPALLING CONCRETE WALL
- 9 (N) ASPHALT SHINGLED ROOF TO MATCH (E)
- 10 (E) DBL OUTRIGGER, TYP.
- 11 (N) DBL OUTRIGGER TO MATCH (E) - SEE DETAIL 5/A8.2
- 12 (N) RAIN WATER LEADER TO MATCH (E)
- 13 SEE SECTION B/A3.3 FOR FULL EXTERIOR ELEVATION OF THIS WALL
- 14 FINISHED GRADE
- 15 REPAIR FINISH COAT AS REQUIRED
- 16 FILL-IN WALLS - SEE WALL SCHEDULE & FLOOR PLANS
- 17 (N) DOOR, TYP. - SEE DOOR SCHEDULE
- 18 1/2" (E) RECESS IN CONCRETE WALL @ 2ND FLOOR WINDOWS
- 19 (N) RAIN WATER LEADER INTO (E) GUTTER
- 20 (N) VERTICAL RAIN WATER LEADER INTO HORIZONTAL PIPE THROUGH SIDEWALK/LANDSCAPING TO MATCH (E) - SEE DETAIL 1/A8.2 & SITE PLAN

**ELEVATION FINISH LEGEND**

NOTE: SEE SPECIFICATIONS FOR APPLICATION METHODS AND ADDITIONAL INFORMATION.

- EP 1 BENJAMIN MOORE EXTERIOR PAINT  
COLOR: GULL WING GRAY, #2134-50  
USE @ VERTICAL WATER LEADERS,  
OUTRIGGERS & EXTERIOR WALLS AS  
SHOWN
- EP 2 BENJAMIN MOORE EXTERIOR PAINT  
COLOR: STEEL WOOL, #2121-20  
USE @ EAVES, GUTTERS, TOWER,  
SIDING & EXTERIOR WALL AS SHOWN



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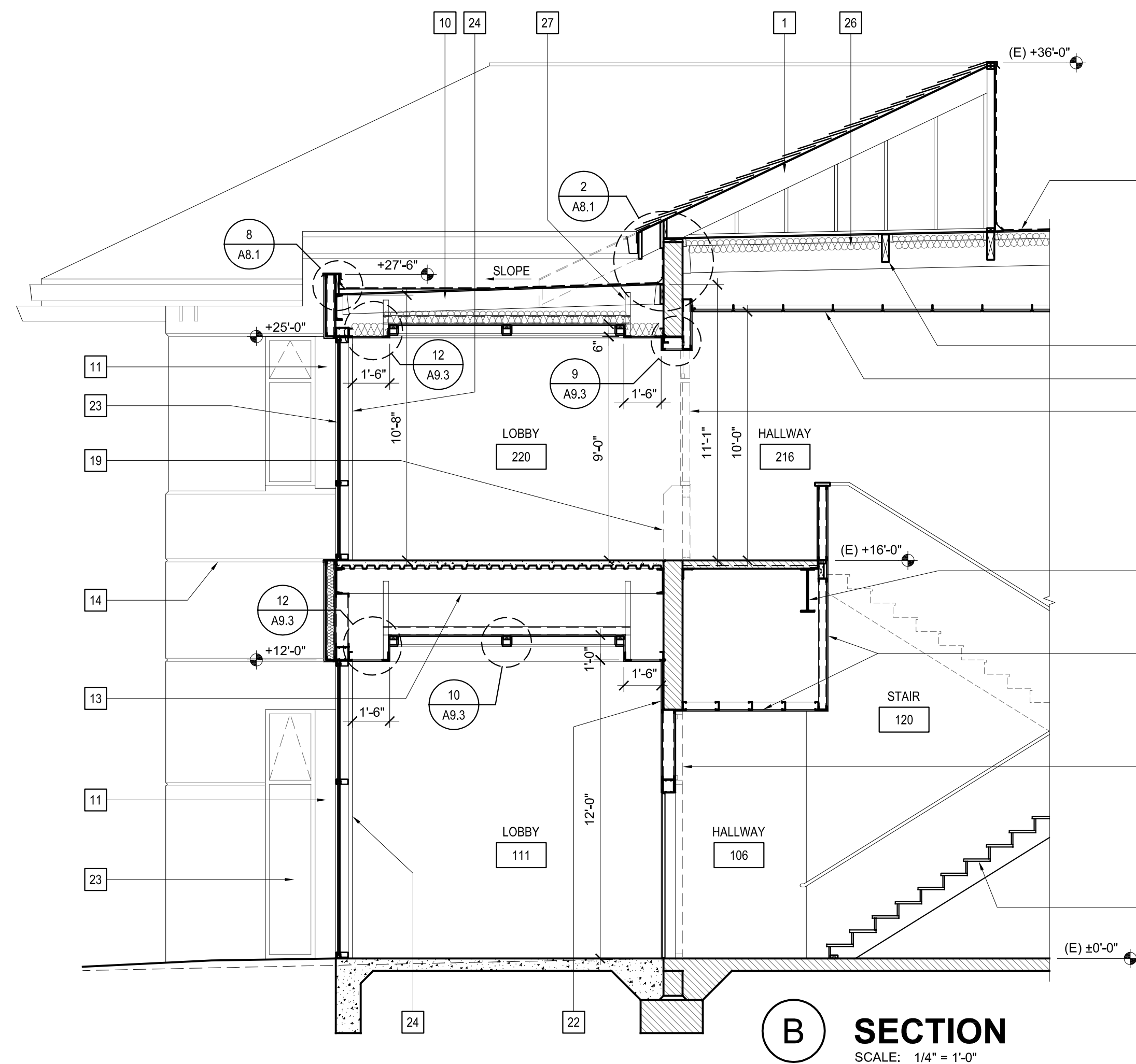
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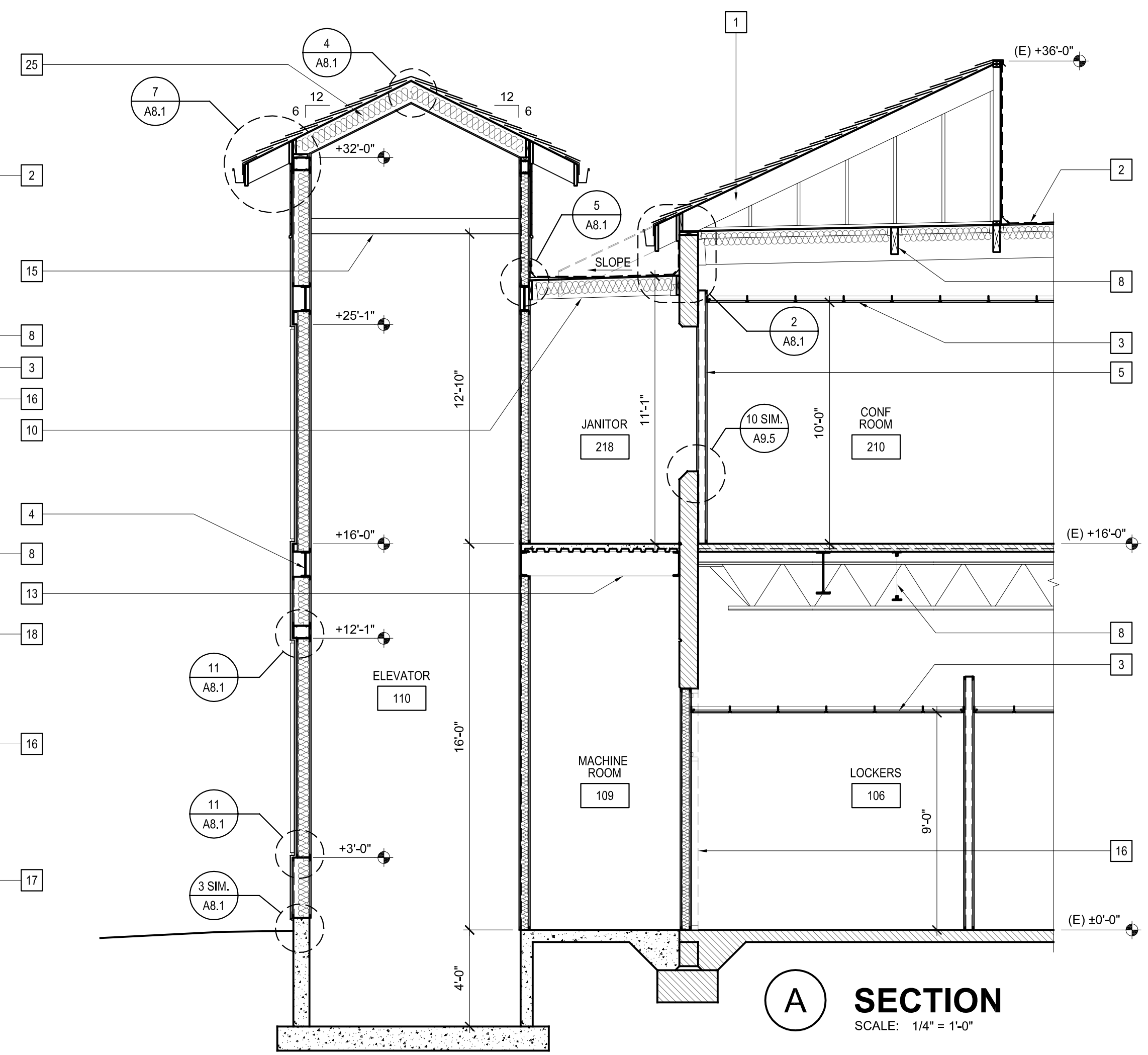
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**PROPOSED  
ELEVATIONS**  
SHEET NO.:

**A3.2**  
FILE NAME: 08192-A32

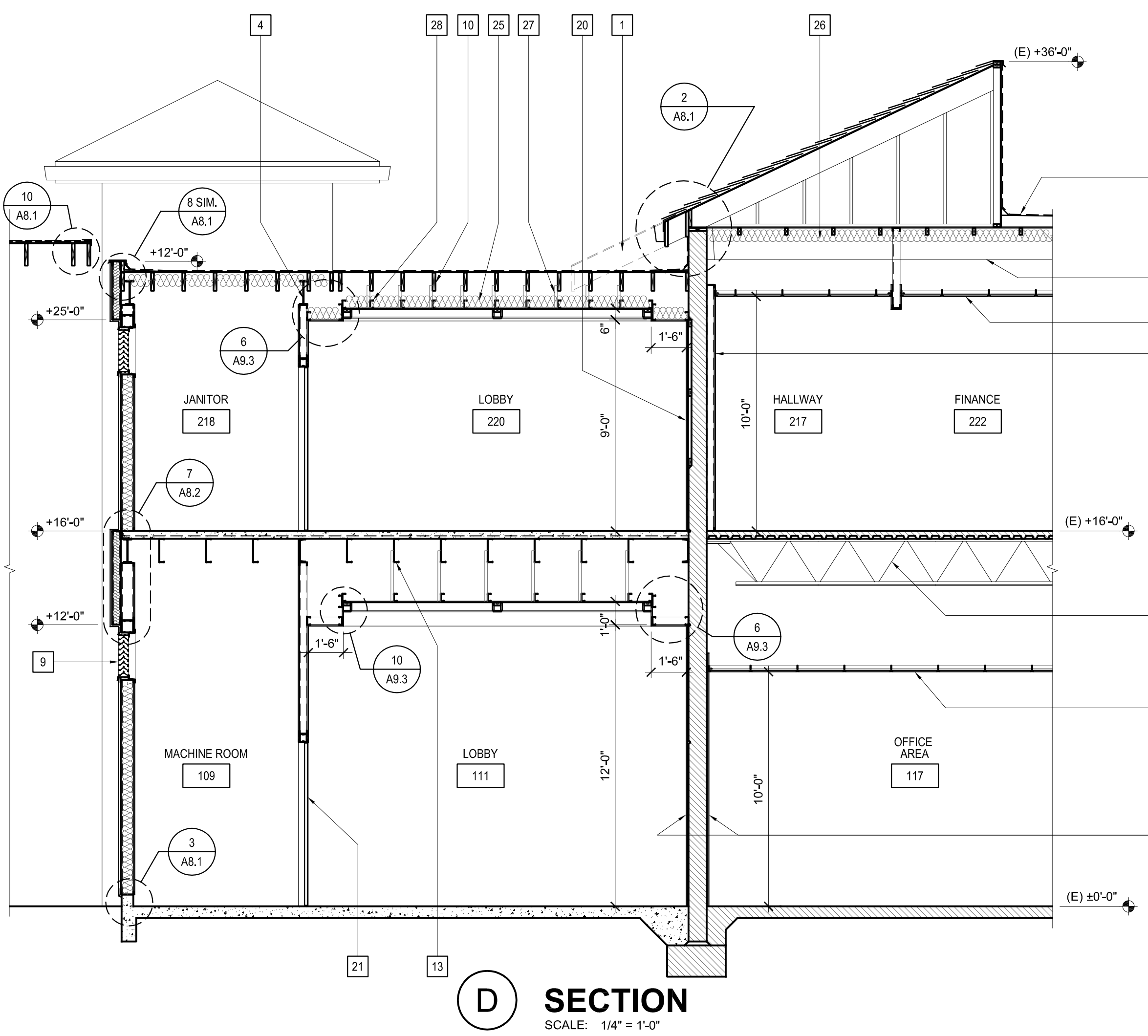




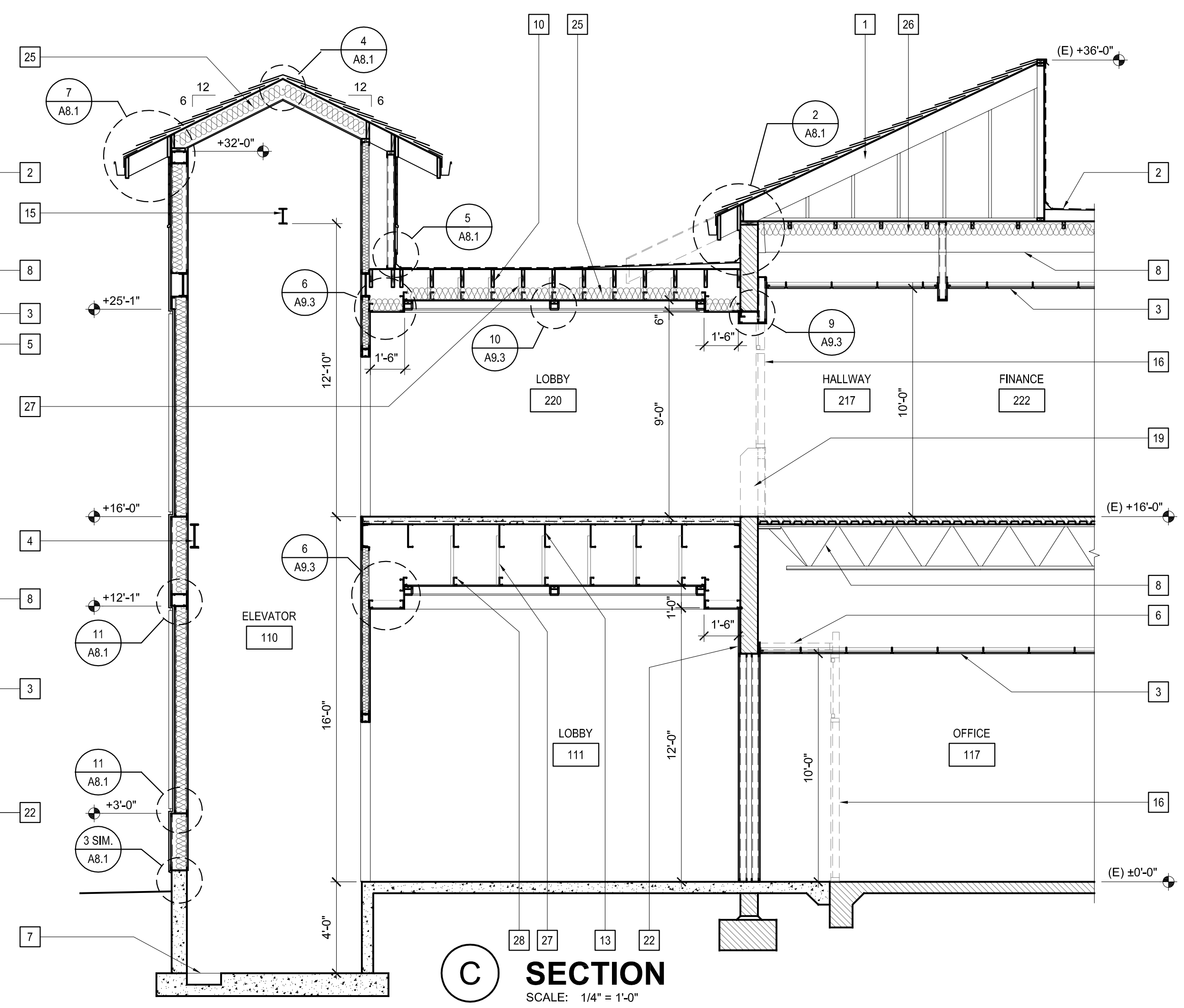
**B SECTION**  
SCALE: 1/4" = 1'-0"



**A SECTION**  
SCALE: 1/4" = 1'-0"



**D SECTION**  
SCALE: 1/4" = 1'-0"



**C SECTION**  
SCALE: 1/4" = 1'-0"

**SECTION KEY NOTES**

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- 1 (E) MANSARD ROOF; CUT BACK 4'-0" FROM EAVE @ LOBBY - SEE ROOF DEMO PLAN 2/A4.1
- 2 (E) ROOF MEMBRANE. PATCH & REPAIR AS REQUIRED. SEE SPECIFICATIONS.
- 3 (N) CEILING PANELS - SEE REFLECTED CEILING PLAN
- 4 (N) STEEL BEAM TYP. - SEE STRUCTURAL DWGS
- 5 (E) FURRED WALL / (N) FURRED WALL TO MATCH (E) - SEE WALL SCHEDULE
- 6 REMOVE (E) SOFFIT
- 7 SUMP - SEE SHEET A9.1 FOR MORE INFORMATION
- 8 (E) 2nd FLOOR / ROOF FRAMING
- 9 (N) LOUVER TYP. - SEE WINDOW SCHEDULE
- 10 (N) ROOF FRAMING - SEE STRUCTURAL DRAWINGS
- 11 FILL IN WALL - SEE FLOOR PLAN
- 12 6" METAL JOISTS WITH GYPSUM BOARD - SEE REFLECTED CEILING PLAN
- 13 (N) FLOOR JOISTS - SEE STRUCTURAL DRAWINGS
- 14 (E) RECESS IN (E) CONCRETE WALL PANEL, TYP.
- 15 SAFETY BEAM - SEE STRUCTURAL DRAWINGS
- 16 DEMO (E) STOREFRONT
- 17 (E) STAIRWAY
- 18 (E) SOFFIT & WALL
- 19 CUT (E) CONCRETE PANEL & FURRED WALL - SEE (E) EXTERIOR ELEVATIONS SHEET A3.1
- 20 1/2" FURRED WALL; PROVIDE 2x HORIZONTAL WOOD BLOCKING @ (E) 1 1/2" RECESS
- 21 (N) DOOR, TYP. - SEE DOOR SCHEDULE
- 22 1/2" FURRED WALL FLUSH WITH FRAMED WALL BEYOND/BELOW
- 23 (N) WINDOW, TYP. - SEE WINDOW SCHEDULE
- 24 FRAMED WALL BEYOND - SEE FLOOR PLAN
- 25 (N) R-19 ROOF INSULATION w/ VAPOR BARRIER - SEE SPECIFICATIONS
- 26 (E) ROOF INSULATION
- 27 LIGHT GAGE METAL HANGERS TIED TO FLOOR / ROOF JOISTS - SEE STRUCTURAL DWGS
- 28 3/8" METAL JOISTS TIED TO METAL HANGERS

**LEGEND**

- (E) CONCRETE SLAB / WALL / FOOTING / DECK
- (N) CONCRETE SLAB / FOOTING / DECK - SEE STRUCTURAL DWGS
- INSULATION - SEE SCHEDULE

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**110 VERNON ST. REMODEL**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.  
**08192**

PLOT DATE: 2.12.2009

DRAWN BY: SC, AF, LH  
CHECKED BY: RCS

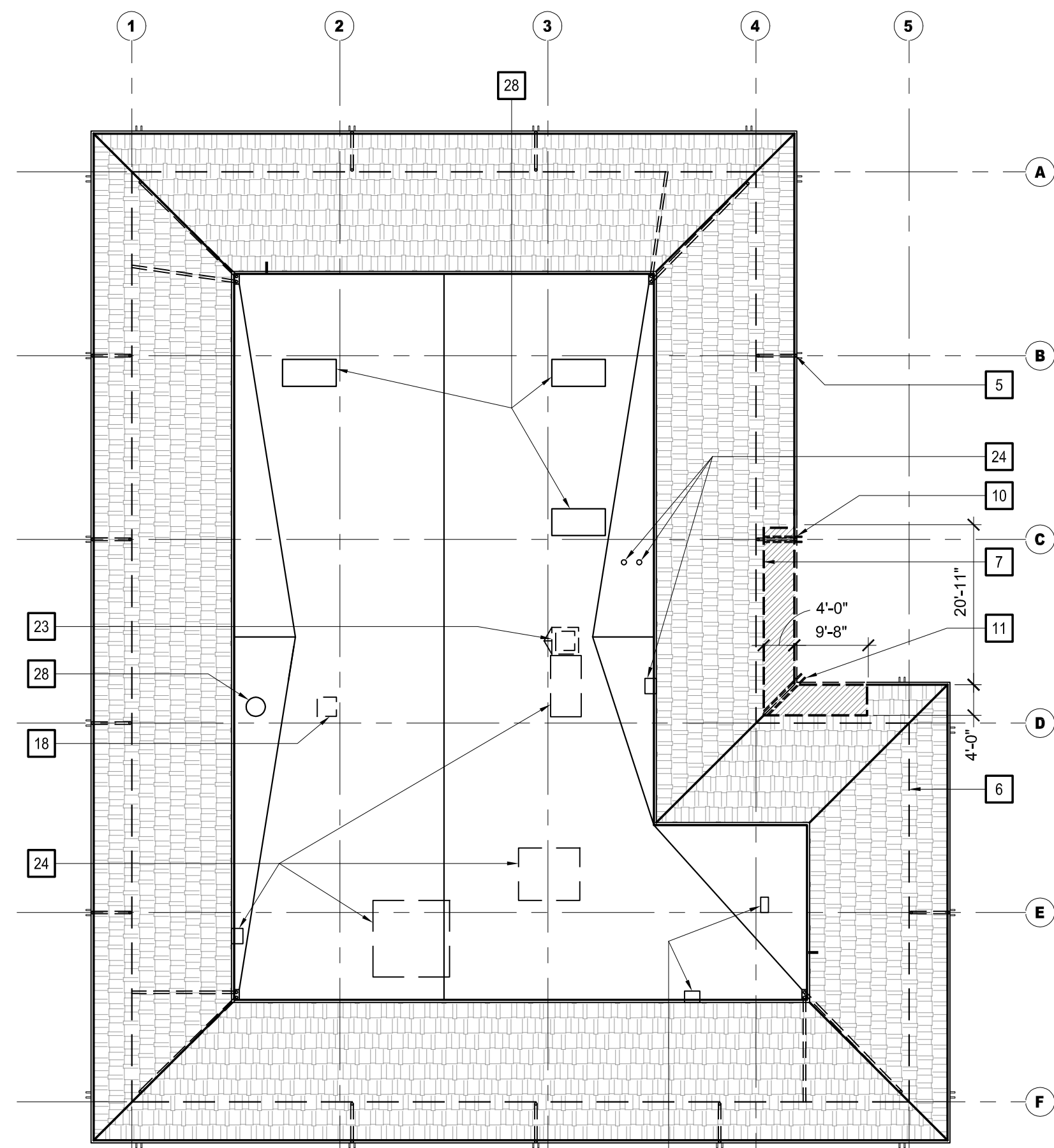
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95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

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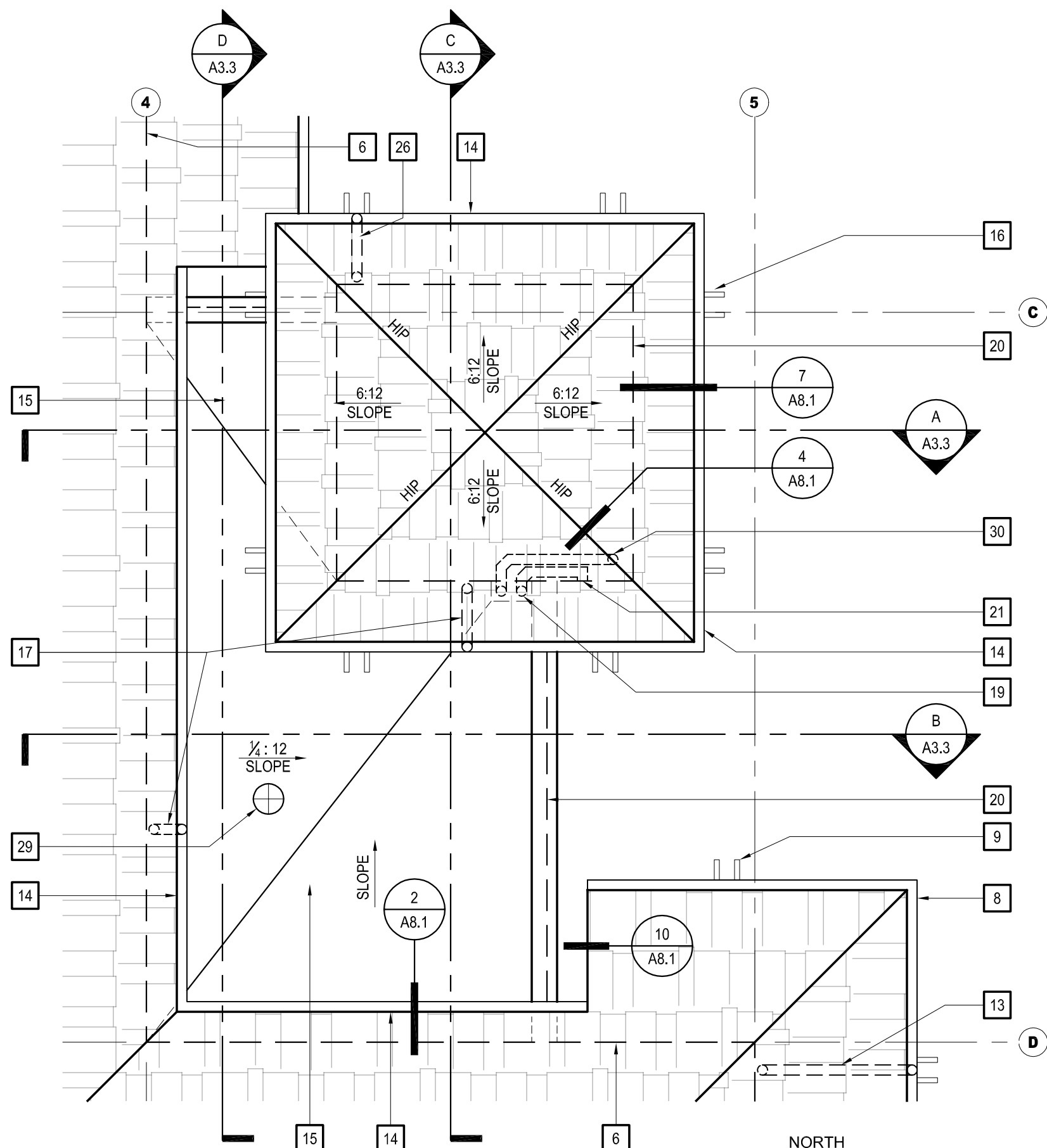
**SECTIONS**

SHEET NO.:  
**A3.3**

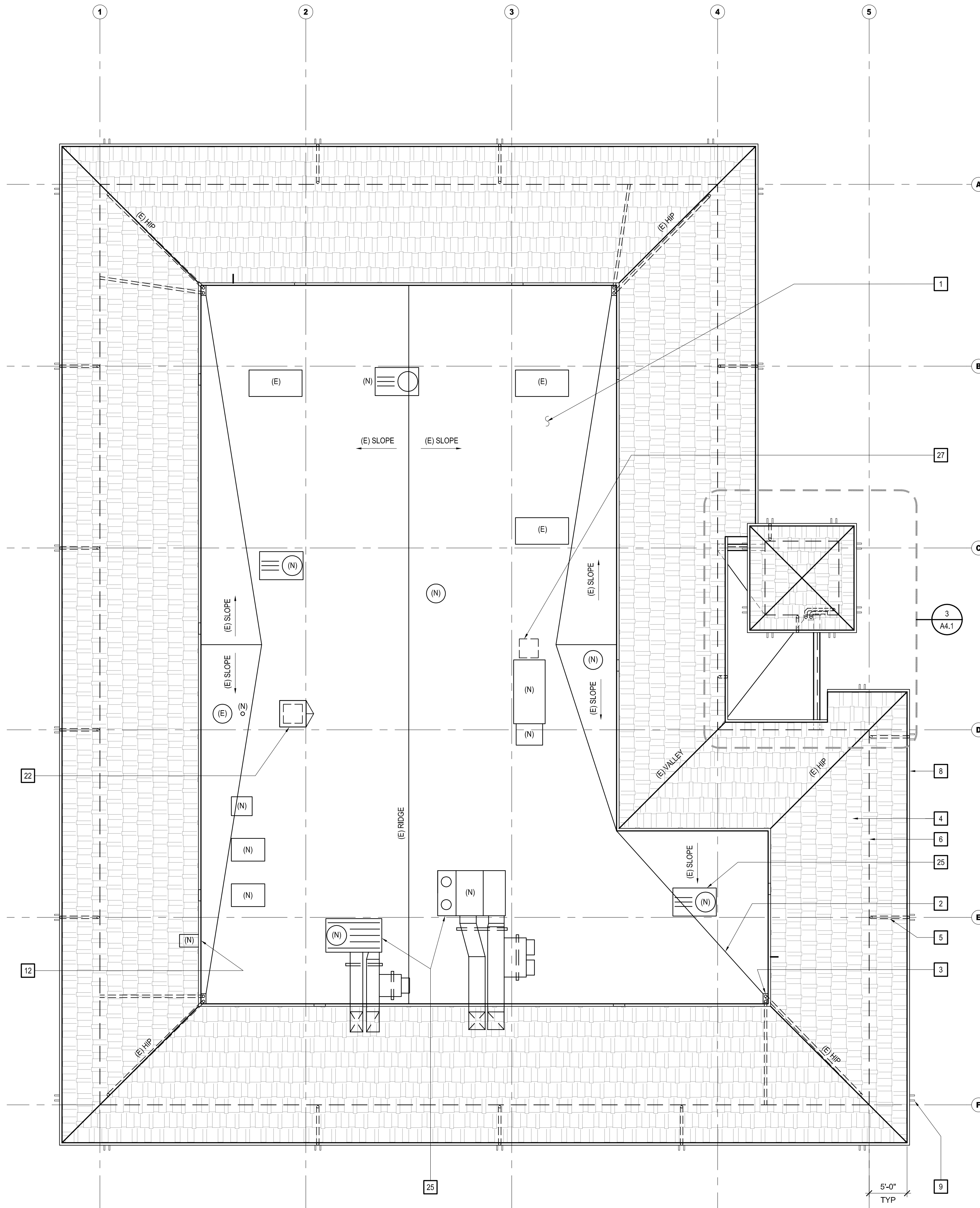
FILE NAME: 08192-A33



**2 DEMOLITION ROOF PLAN**  
SCALE: 1/16" = 1'-0"



**3 ENLARGED ROOF PLAN**  
SCALE: 1/4" = 1'-0"



**1 PROPOSED ROOF PLAN**  
SCALE: 1/8" = 1'-0"

**ROOF PLAN KEY NOTES**

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) ROOF WITH 1/2":12" MIN. SLOPE
- 2 (E) CRICKET TO REMAIN
- 3 (E) FLAT ROOF DRAIN WITH OVERFLOW TO REMAIN
- 4 (E) MANSARD ROOF WITH ASPHALT SHINGLES
- 5 (E) RAIN WATER LEADER & OUTRIGGERS, TYP.
- 6 (E) TILT-UP CONCRETE WALLS BELOW
- 7 CUT (E) EAVE AS SHOWN. REPAIR GUTTERS AND (E) ROOF AS REQD -SEE DETAILS
- 8 (E) GUTTER, TYP.
- 9 (E) DOUBLE OUTRIGGER, TYP.
- 10 REMOVE (E) RAIN WATER LEADER & OUTRIGGERS.
- 11 REMOVE (E) DOUBLE OUTRIGGER @ CORNER
- 12 PROVIDE NEW LOUVER TO MATCH (E) - SEE DETAIL 9/A8.2
- 13 (N) RAIN WATER LEADER TO MATCH (E)
- 14 (N) GUTTER TO MATCH (E)
- 15 (N) FOAM CRICKET - SEE DETAIL 4/A8.2
- 16 (N) OUTRIGGERS TO MATCH (E), TYP. - SEE DETAIL 5/A8.2
- 17 (N) RAIN WATER LEADER ONTO (N) ROOF. PROVIDE 12" x 14" G.I. SPLASH PAN @ FLAT ROOF.
- 18 CUT (E) ROOF TO PROVIDE FOR (N) TO PROVIDE FOR (N) ROOF HATCH - SEE 2nd FLOOR PLAN FOR LOCATION. REPAIR (E) ROOFING AS REQUIRED - SEE DETAIL 8/A8.3
- 19 (N) ROOF DRAIN W/ OVERFLOW - SEE DETAIL 6/A8.1
- 20 FRAMED WALL BELOW
- 21 OVERFLOW TERMINATION - SEE DETAIL 9/A8.1
- 22 (N) ROOF HATCH - SEE DETAIL 8/A8.3
- 23 REMOVE (E) ROOF HATCH
- 24 REMOVE (E) MECHANICAL EQUIPMENT; INFILL AND PATCH OPENINGS TO PROVIDE FOR NEW EQUIPMENT AND REPAIR ROOFING - SEE MECH. DWGS
- 25 (N) MECHANICAL EQUIPMENT; PROVIDE ROOF OPENING AS REQUIRED AND CURB PER DETAIL 10/A8.2 - SEE MECHANICAL DWGS
- 26 (N) RAIN WATER LEADER INTO (E) GUTTER
- 27 FILL IN OPENING @ PATCH ROOFING PER SPECIFICATIONS
- 28 RETAIN (E) MECHANICAL EQUIPMENT - SEE MECHANICAL DWGS
- 29 12" Ø VENT PIPE - SEE SPECIFICATIONS
- 30 3" Ø RAINWATER LEADER - SEE PLUMBING DRAWINGS & DETAIL 1B/A8.2 FOR TERMINATION

**LEGEND**

- (E) RETAIN (E) MECHANICAL EQUIPMENT - SEE MECHANICAL DWGS
- (N) (N) MECHANICAL EQUIPMENT - KEYNOTE #25

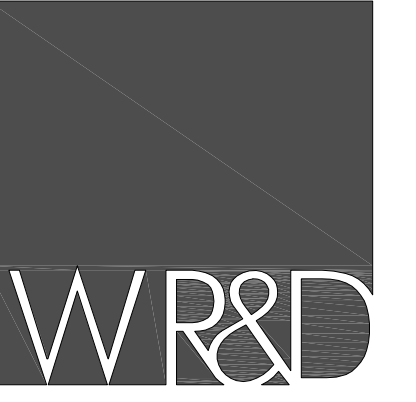
**TOWER ATTIC VENTILATION SCHEDULE**

| AREA (Sq.Ft) | VENT AREA REQUIRED (Sq.In.) | EAVE VENT AREA (Sq.In.) DETAIL 7/A8.1 | TOTAL AREA PROVIDED |
|--------------|-----------------------------|---------------------------------------|---------------------|
| 96.7         | 97/300 x 144 = 46.6         | 20 HOLES x 3.14 Sq.In. x 80% = 50.24  | 50.24 Sq.In.        |

NOTE: PROVIDE INSULATION W/ VAPOR BARRIER @ ALL NEW ROOFS

**FLAT ROOF VENTILATION SCHEDULE**

| AREA (Sq.Ft) | VENT AREA REQUIRED (Sq.In.) | ROOF VENT SYSTEM AREA (Sq.In.) | TOTAL AREA PROVIDED |
|--------------|-----------------------------|--------------------------------|---------------------|
| 213.4        | 213/300 x 144 = 102.4       | (6x6) x 3.14 = 113.04          | 113.04 Sq.In.       |



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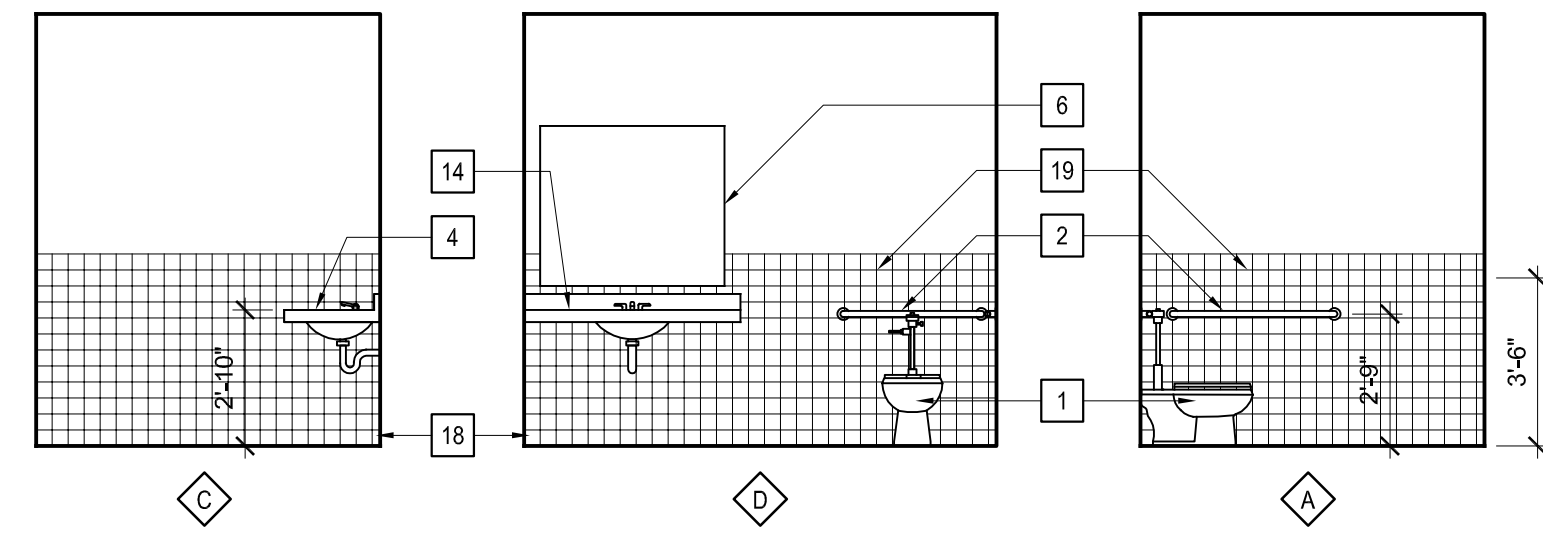
SHEET NAME:

**ROOF PLAN**

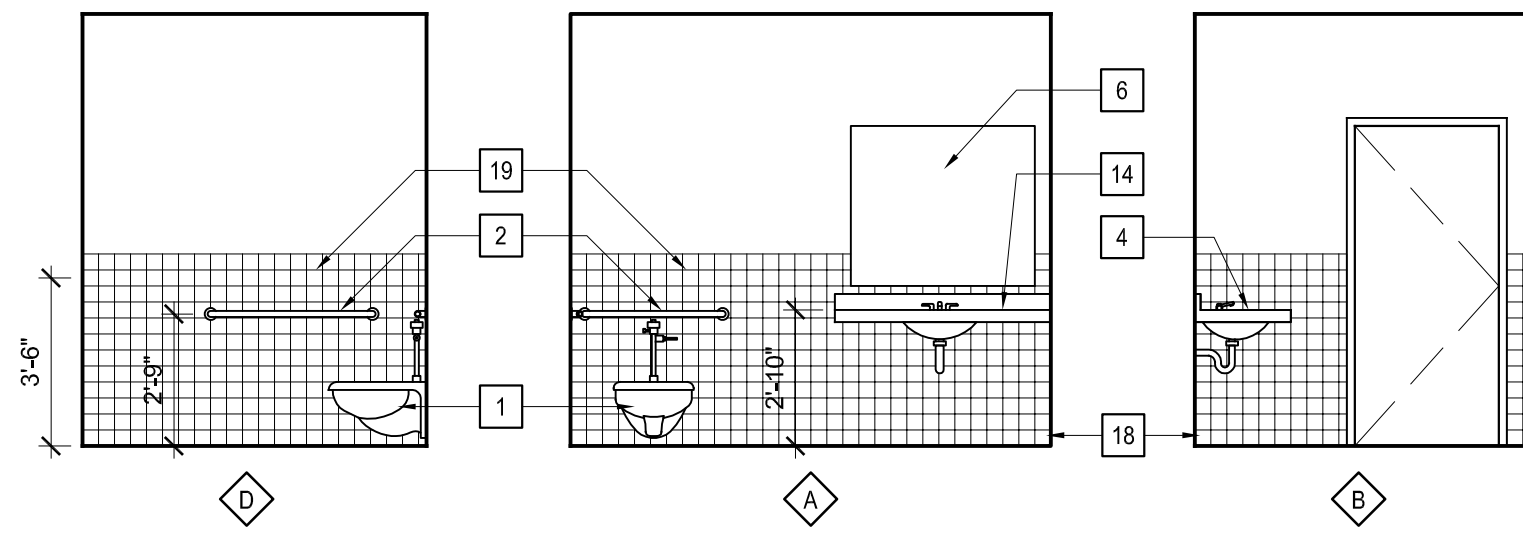
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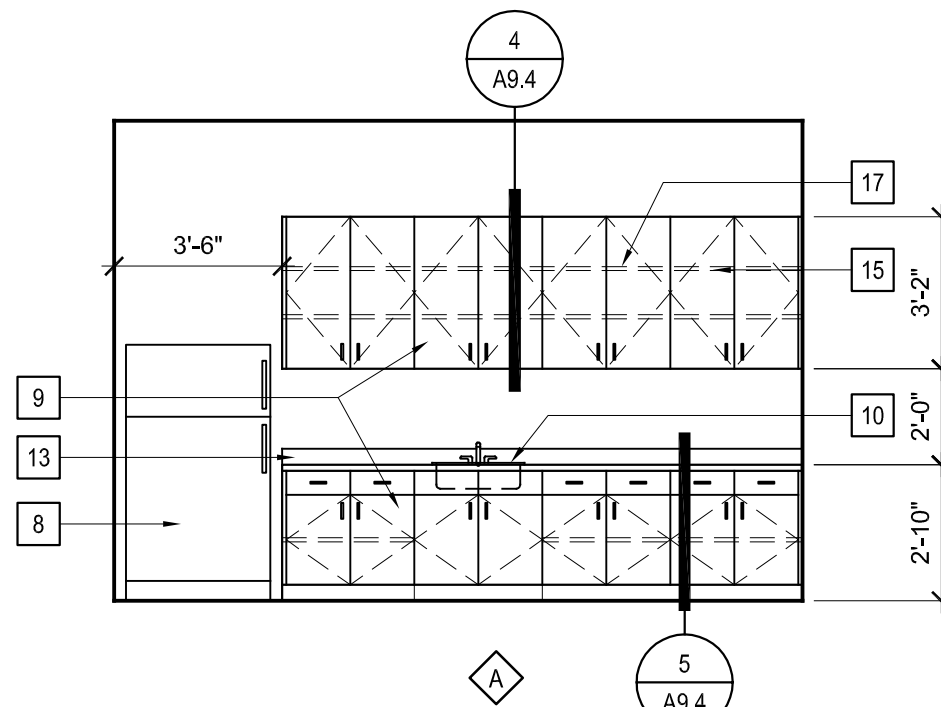
FILE NAME: 08192-A41



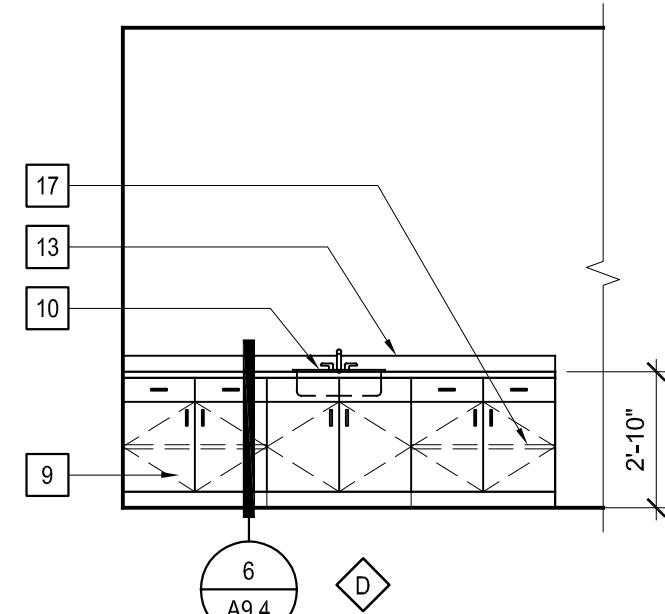
**2 1ST FLOOR WOMEN'S RESTROOM**  
SCALE: 1/4" = 1'-0"



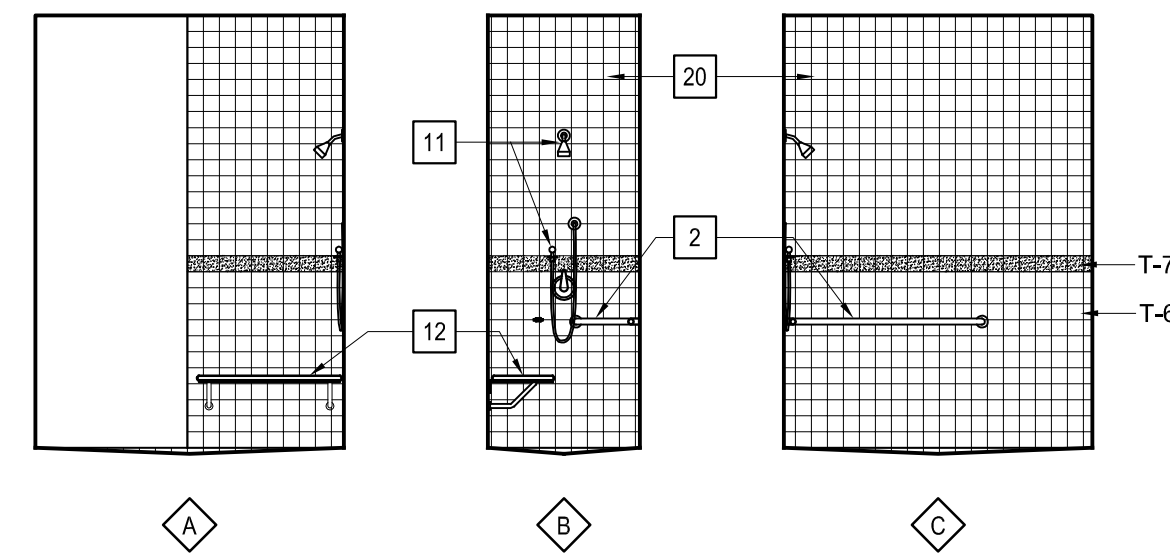
**1 1ST FLOOR MEN'S RESTROOM**  
SCALE: 1/4" = 1'-0"



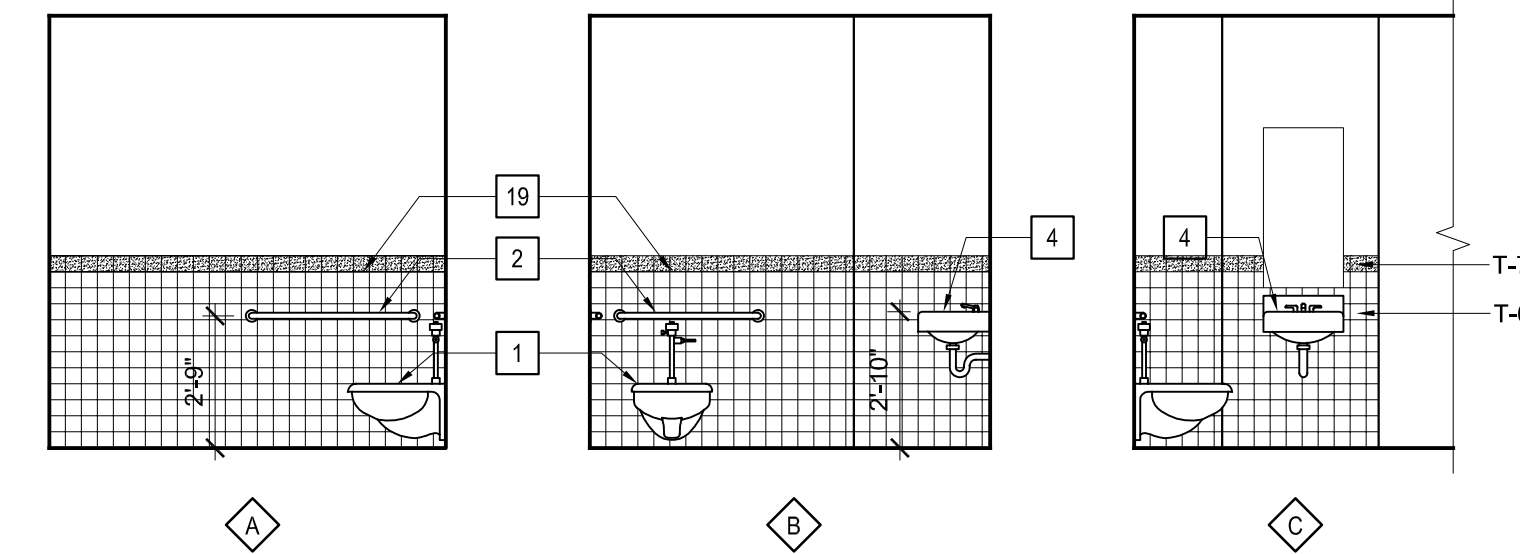
**6 2ND FLOOR LUNCH ROOM**  
SCALE: 1/4" = 1'-0"



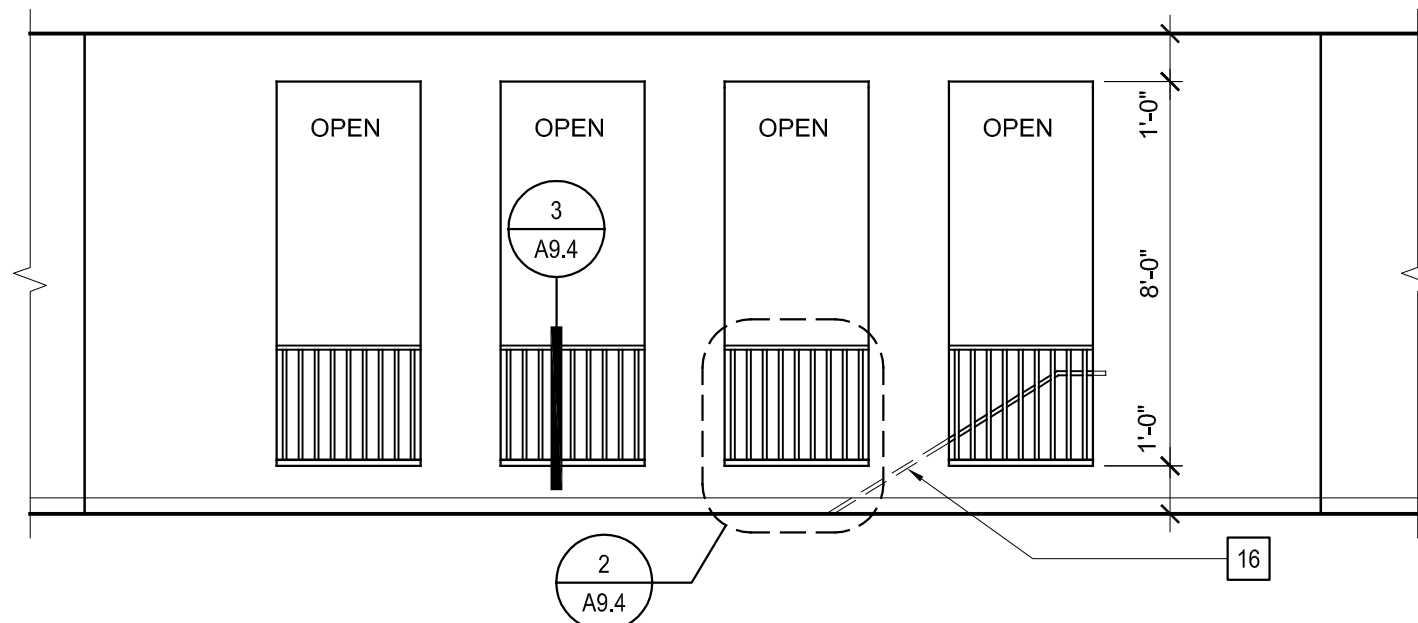
**5 2ND FLOOR CONFERENCE ROOM**  
SCALE: 1/4" = 1'-0"



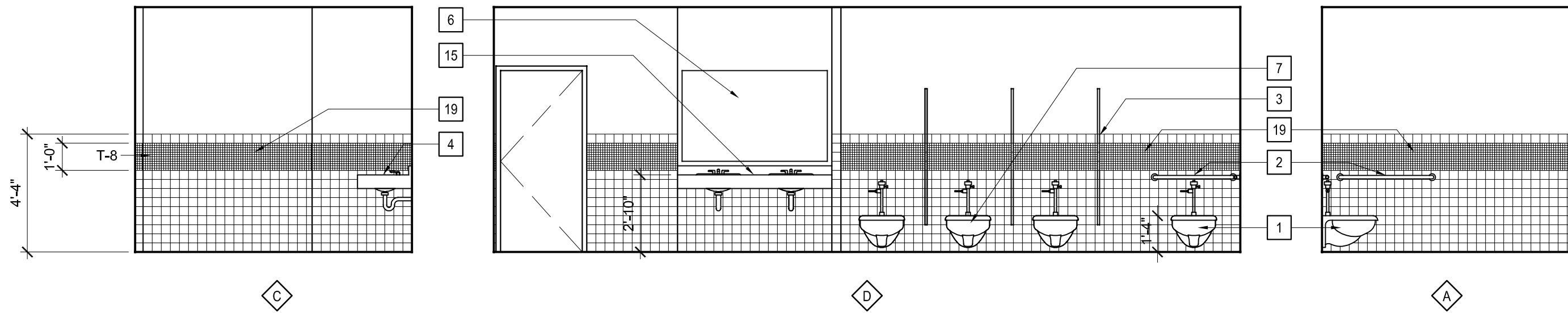
**4 1ST FLOOR UNISEX SHOWER**  
SCALE: 1/4" = 1'-0"



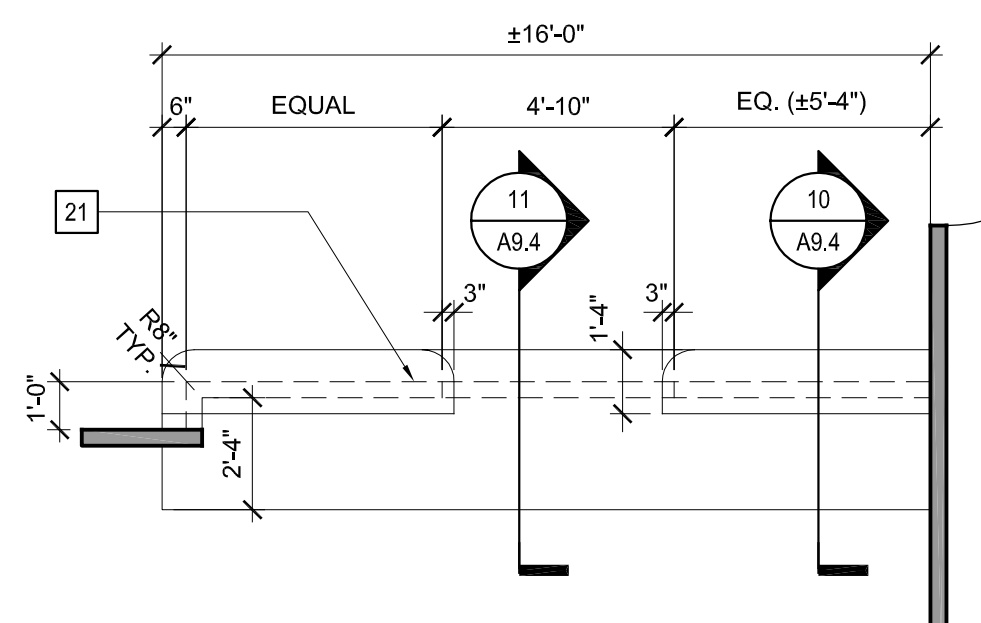
**3 1ST FLOOR UNISEX RESTROOM**  
SCALE: 1/4" = 1'-0"



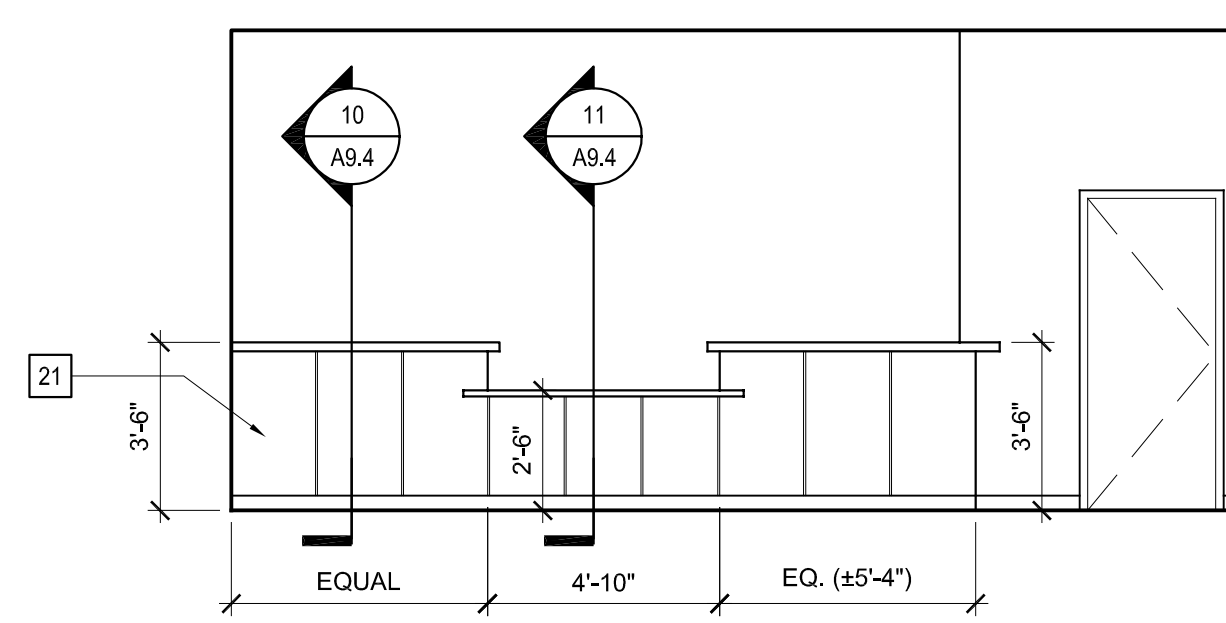
**8 2ND FLOOR HALLWAY**  
SCALE: 1/4" = 1'-0"



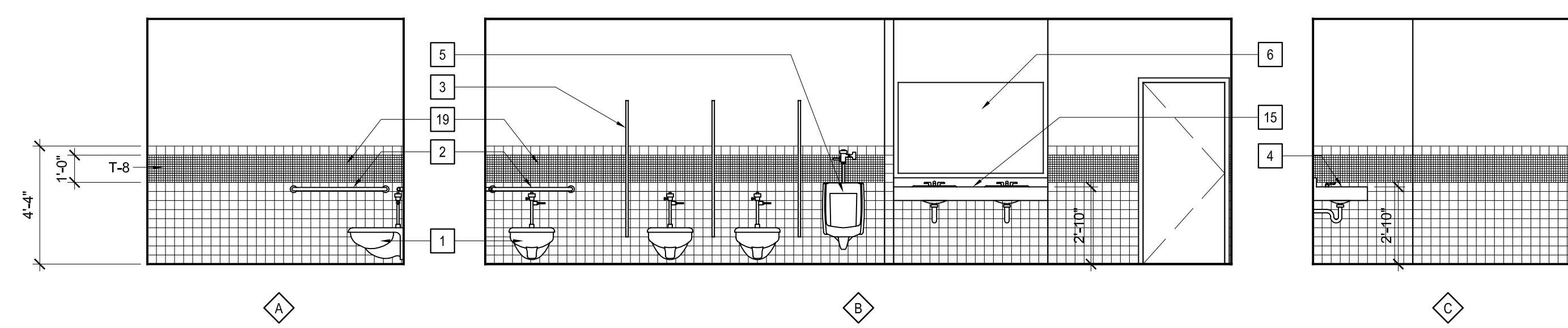
**7 2ND FLOOR WOMEN'S RESTROOM**  
SCALE: 1/4" = 1'-0"



**10 RECEPTION COUNTER**  
SCALE: 1/4" = 1'-0"



ELEVATION

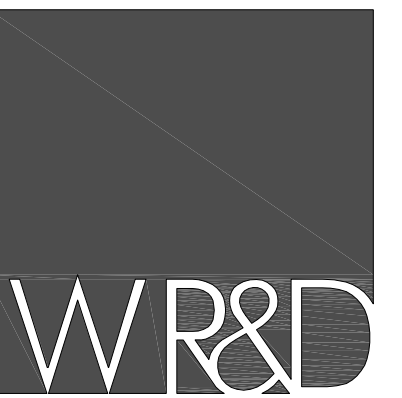


**9 2ND FLOOR MEN'S RESTROOM**  
SCALE: 1/4" = 1'-0"

**ELEVATIONS KEY NOTES**

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- 1 (N) ACCESSIBLE TOILET - SEE DETAILS 5,12/A2.8
- 2 (N) GRAB BAR - SEE DETAIL 3/A2.8
- 3 (N) RESTROOM PARTITIONS, TYP - SEE SPECIFICATIONS
- 4 (N) LAVATORY - SEE DETAILS 1,12/A2.8
- 5 (N) URINAL - SEE DETAIL 12/A2.8
- 6 (N) MIRROR - SEE DETAIL 12/A2.8
- 7 (N) TOILET, TYP.
- 8 (N) REFRIDGERATOR - N.I.C.
- 9 (N) CABINETS TYP.
- 10 (N) SINK & ACCESSIBLE CABINET - SEE DETAIL 1A/A2.8
- 11 (N) ACCESSIBLE SHOWER - SEE 4/A2.8
- 12 (N) ACCESSIBLE SHOWER BENCH - SEE 4/A2.8
- 13 (N) BACKSPASH, TYP. - SEE DETAILS
- 14 (N) COUNTER - SEE DETAIL 8/A9.4
- 15 (N) COUNTER - SEE DETAIL 7/A9.4
- 16 (E) HANDRAIL BEYOND - ADJUST (E) HANDRAIL BRACKETS AROUND WALL OPENINGS
- 17 ADJUSTABLE SHELVES, TYP.
- 18 BASE - SEE DETAIL 13/A9.4 & FINISH SCHEDULE A2.7
- 19 WAINSCOT - SEE FINISH SCHEDULE A2.7
- 20 FULLY TILE SHOWER WALLS - SEE FINISH SCHEDULE A2.7
- 21 FRAMED WALL BELOW COUNTER - SEE DETAILS FOR FINISH MATERIALS



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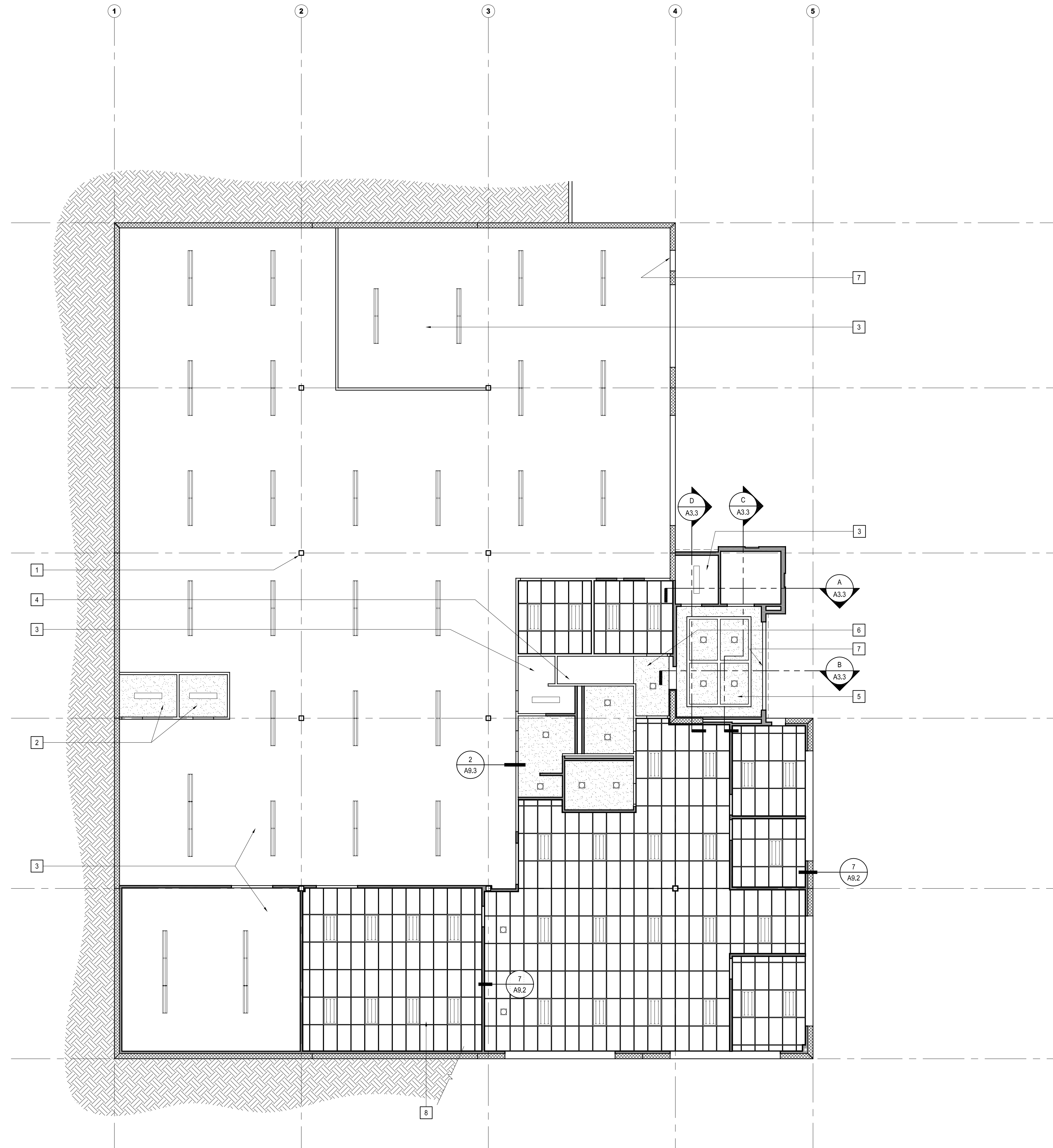
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INTERIOR ELEVATIONS

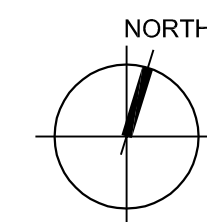
SHEET NO.:

A5.1

FILE NAME: 08192-A51



**1 FIRST FLOOR REFLECTED CEILING PLAN**  
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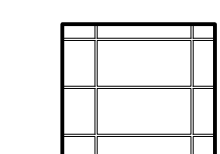
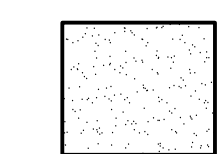

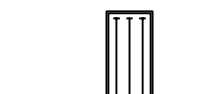




### CEILING PLAN KEY NOTES

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 (E) STEEL COLUMN, TYP.
- 2 PROVIDE (N) GYPSUM BOARD @ (E) CEILING FRAMING
- 3 UNFINISHED CEILING, TYP.
- 4 OPEN TO ABOVE AT STAIRWELLS
- 5 WOOD COFFERS OVER GYPSUM BOARD CEILING @ LOBBY - SEE SECTIONS FOR HEIGHT, FINISH AS SCHEDULED
- 6 (E) GYPSUM BOARD CEILING - REPAIR AS REQUIRED, FINISH AS SCHEDULED
- 7 PROVIDE & INSTALL ILLUMINATED EXIT SIGNS WITH BATTERY BACKUPS AT LOCATIONS SHOWN ON ELECTRICAL PLANS
- 8 T-BAR CEILING, 9'-0" A.F.F. AT SERVER ROOM - SEE SPECIFICATIONS

### LEGEND

-  48" x 24" T-BAR CEILING @ 10'-0" A.F.F. U.O.N. - SEE SHEET A9.2
-  GYP BOARD CEILING AT 9'-0" A.F.F. U.O.N. - SEE SHEET A9.3
-  NEW LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
-  48" x 24" FLUORESCENT LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
-  (N) BULKHEAD LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
-  (N) FLUORESCENT LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS



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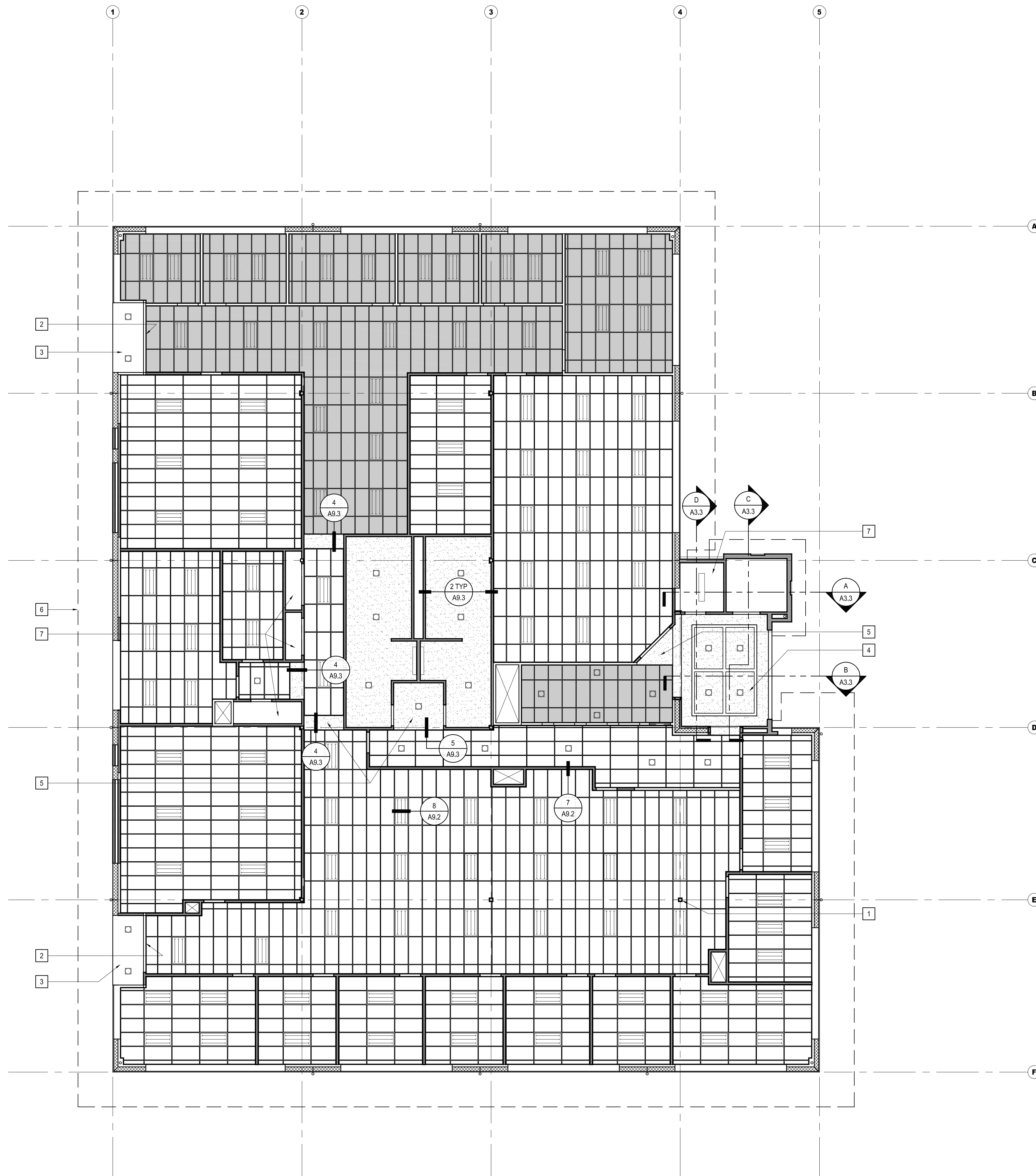
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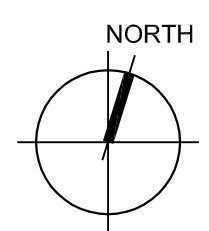
SHEET NAME:  
**1st FLOOR  
REFLECTED  
CEILING PLAN**

SHEET NO.:  
**A6.1**

FILE NAME.: 08192-A61



**2 SECOND FLOOR REFLECTED CEILING PLAN**  
SCALE: 1/8" = 1'-0"



**CEILING PLAN KEY NOTES**

THE KEY NOTES THAT FOLLOW APPLY TO THE DRAWING(S) ON THIS SHEET ONLY. REFER TO FOLLOWING SHEETS FOR NOTES THAT ARE APPLICABLE TO THOSE DRAWINGS.

- 1 INTERIOR STEEL COLUMN, TYP.
- 2 PROVIDE & INSTALL ILLUMINATED EXIT SIGNS WITH BATTERY BACKUPS AT LOCATIONS SHOWN ON ELECTRICAL PLANS
- 3 (E) SOFFIT TO REMAIN
- 4 WOOD COFFERS OVER GYPSUM BOARD CEILING @ LOBBY - SEE SECTIONS FOR HEIGHT; FINISH AS SCHEDULED
- 5 GYPSUM BOARD CEILING @ 9'-6" A.F.F. - SEE SHEET A9.3; FINISH AS SCHEDULED
- 6 ROOF LINE ABOVE, TYP.
- 7 UNFINISHED CEILING

**LEGEND**

- (E) 48" x 24" T-BAR CEILING TO REMAIN; CUT @ NEW WALLS & SOFFITS AS REQUIRED, REPAIR/REPLACE DAMAGED PANELS/MTL SUSP TRACK
- 48" x 24" T-BAR CEILING @ 10'-0" A.F.F. U.O.N. - SEE SHEET A9.2
- GYP BOARD CEILING @ 9'-0" A.F.F. U.O.N. - SEE SHEET A9.3
- NEW LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
- 48" x 24" FLUORESCENT LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
- (N) BULKHEAD LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
- (N) FLUORESCENT LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
- MECHANICAL SHAFT



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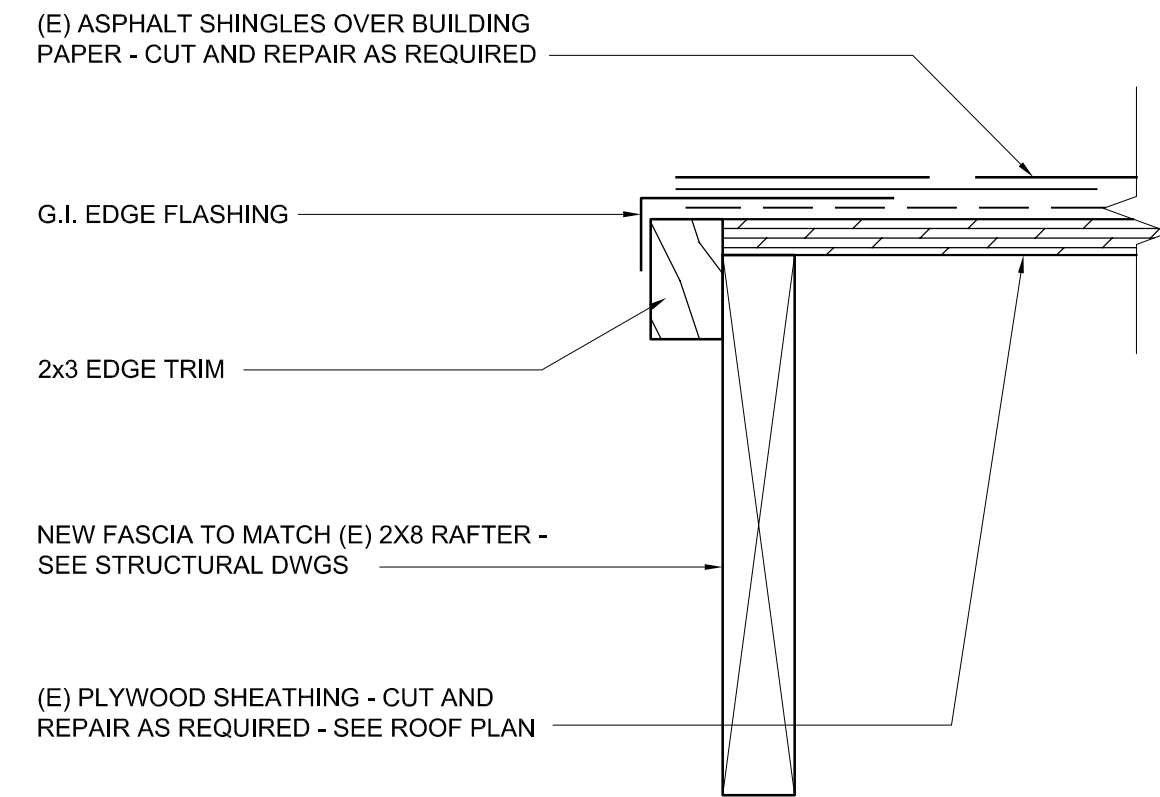
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SHEET NAME:  
**2nd FLOOR REFLECTED CEILING PLAN**

SHEET NO.:

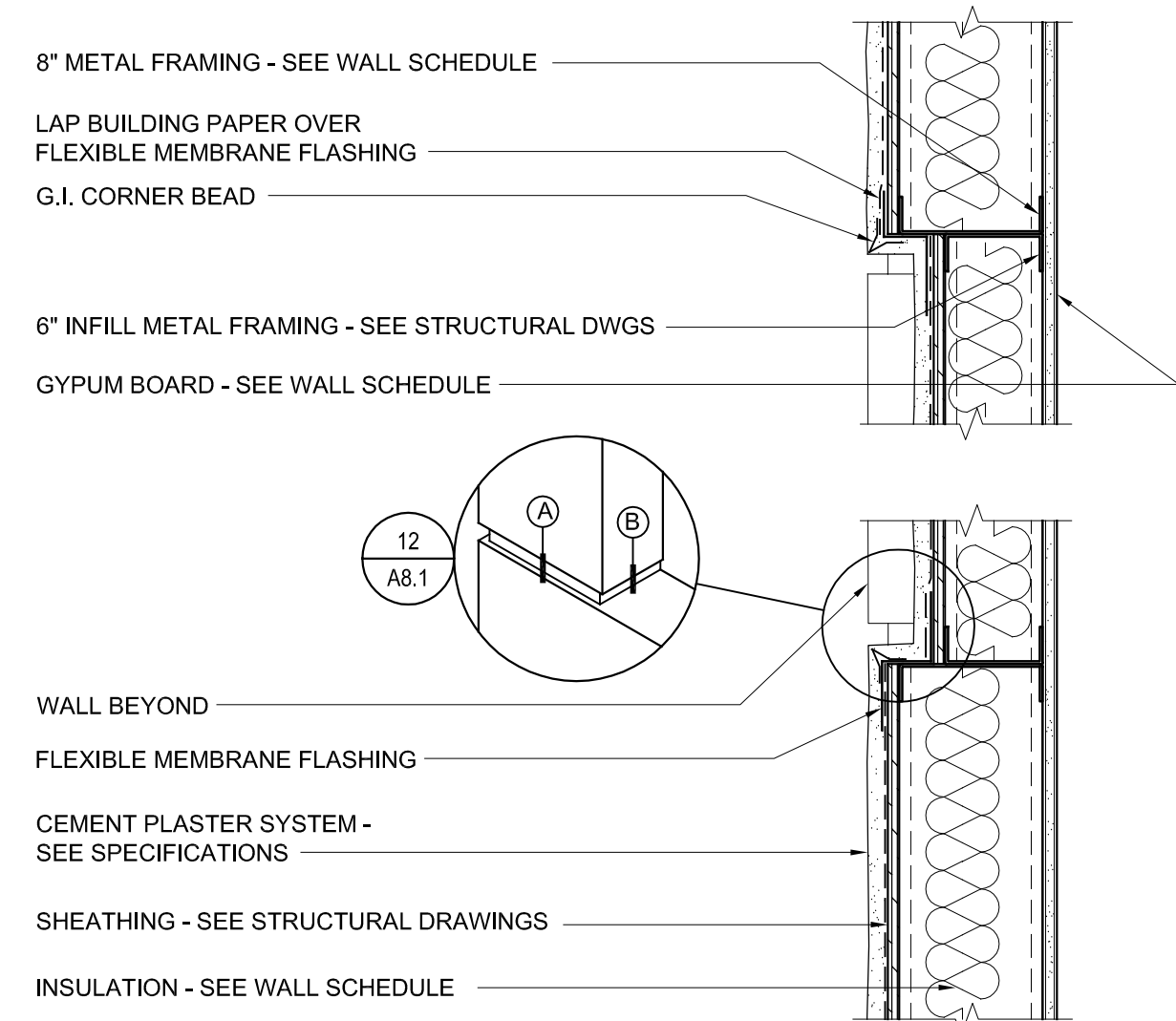
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FILE NAME.: 08192-A62



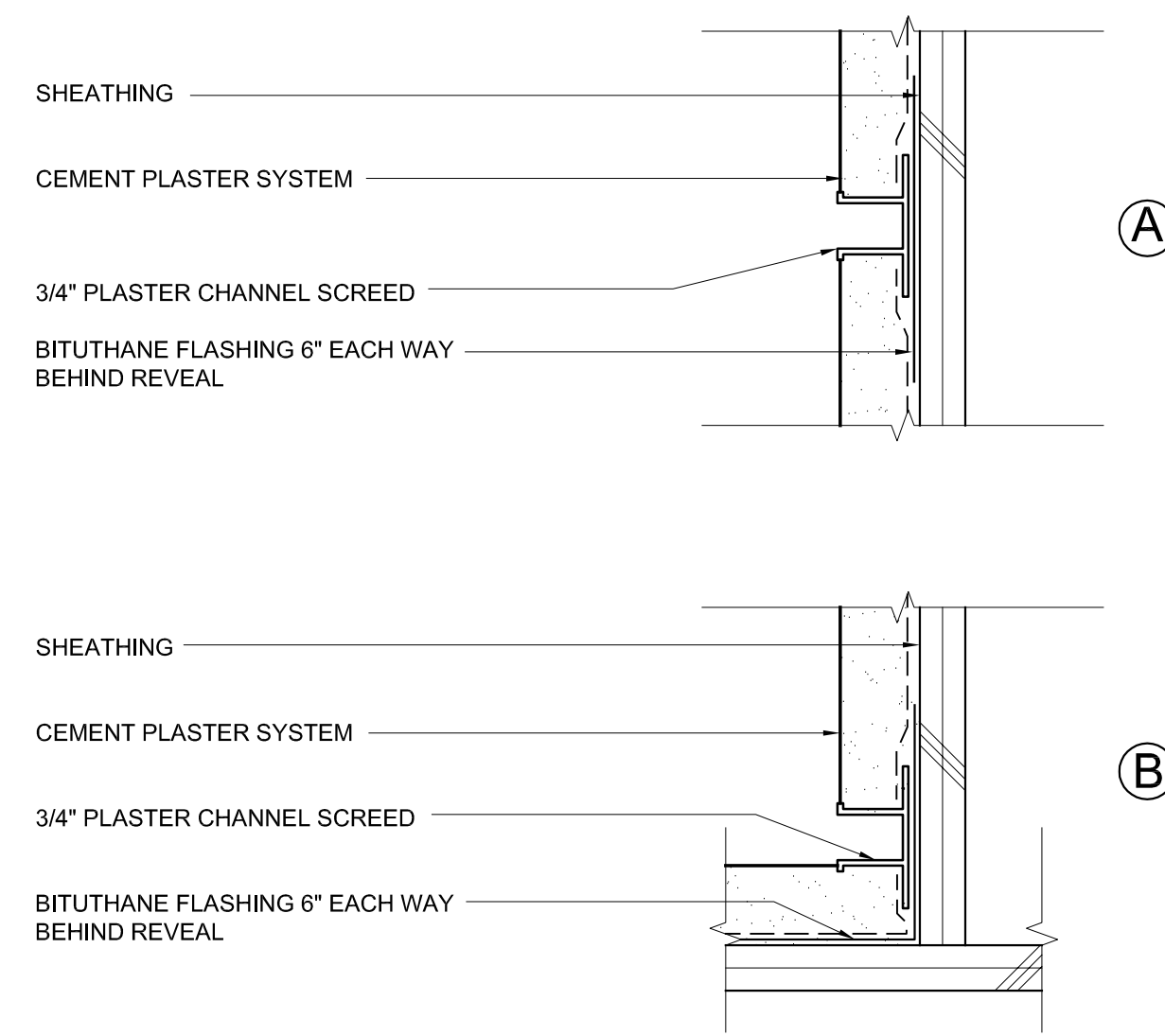
**10 RAKE DETAIL**

SCALE: 3" = 1'-0"



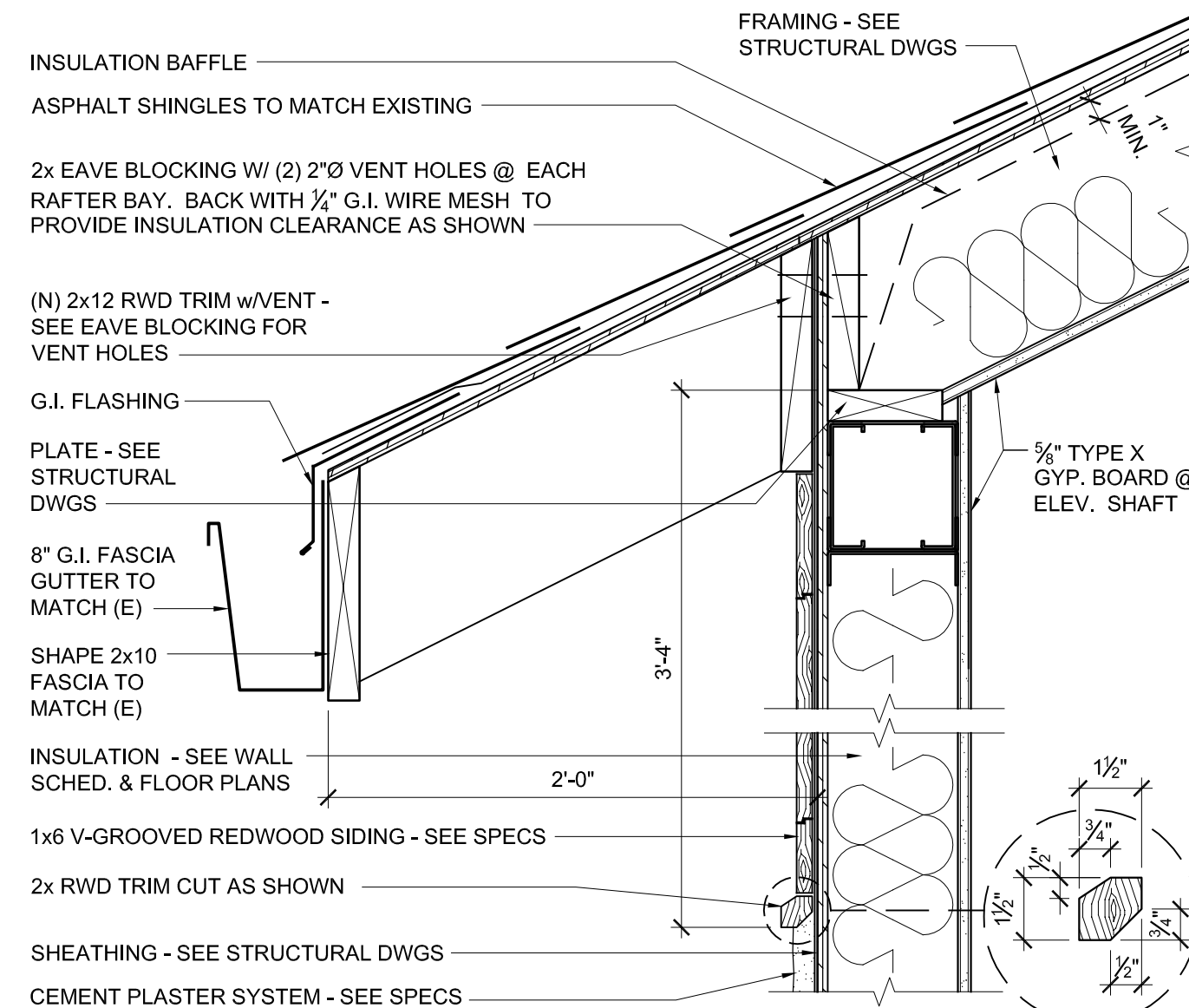
**11 WALL RECESS DETAIL**

SCALE: 1 1/2" = 1'-0"



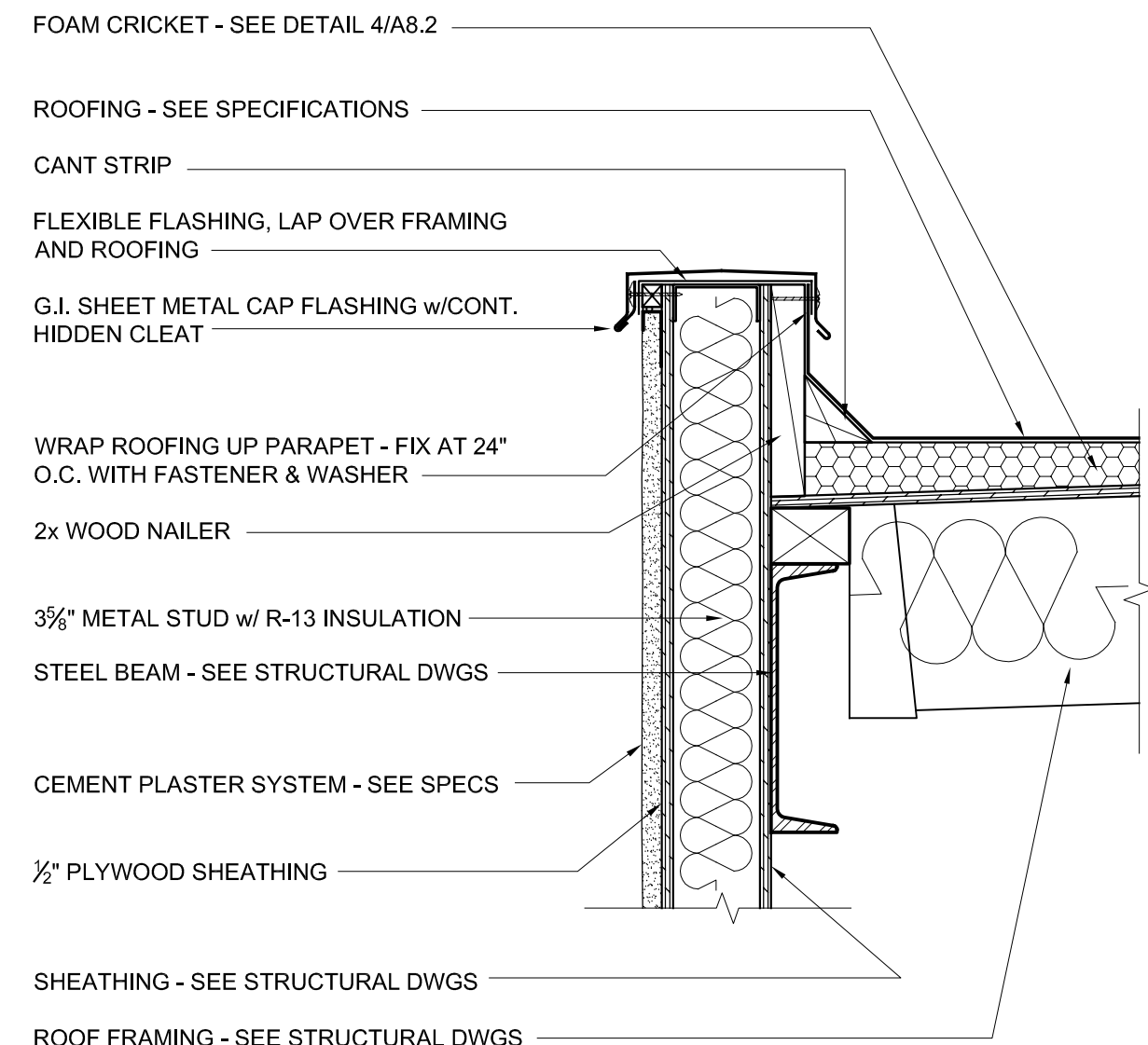
**12 PLASTER CHANNEL SCREED**

SCALE: 6" = 1'-0"



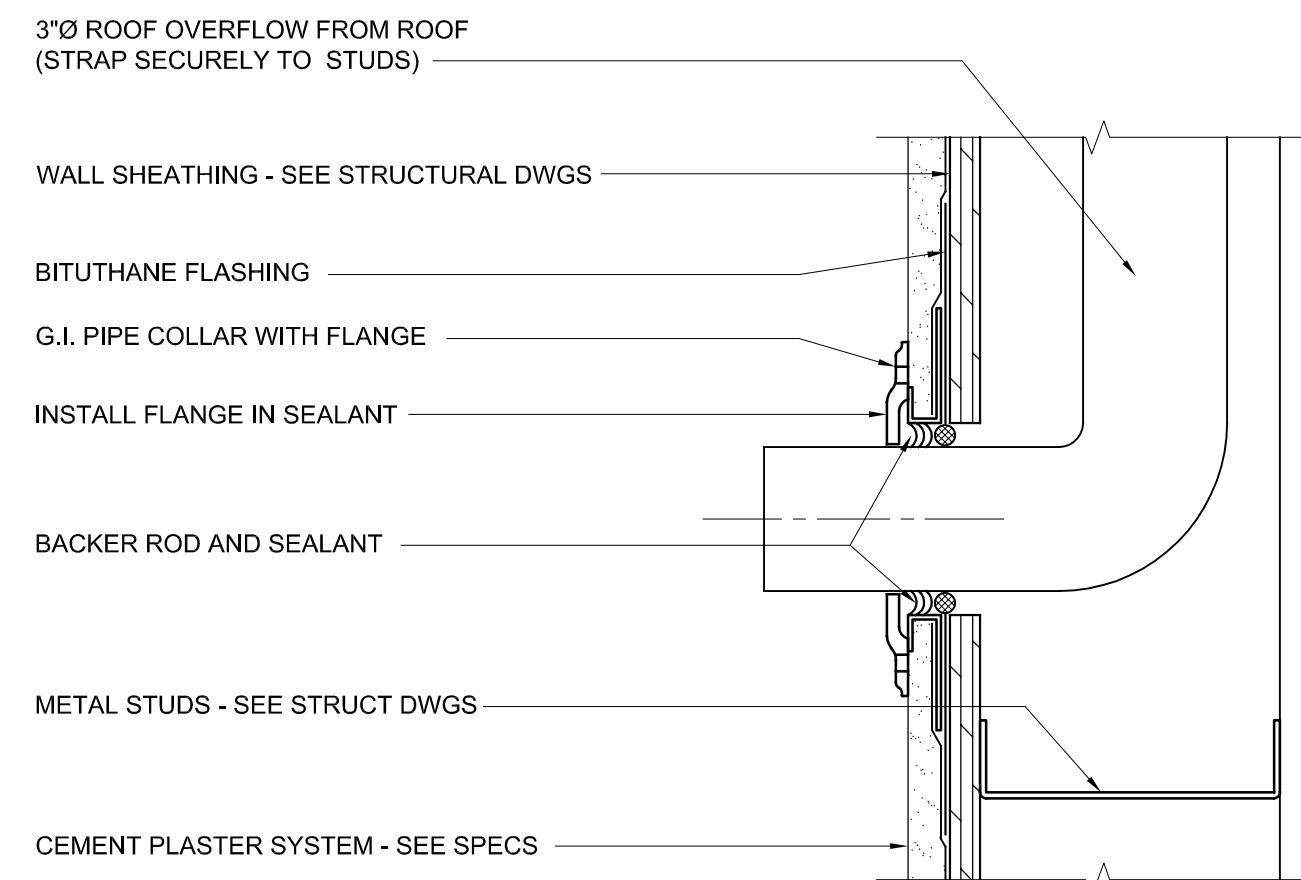
**7 EAVE @ ELEVATOR**

SCALE: 1 1/2" = 1'-0"



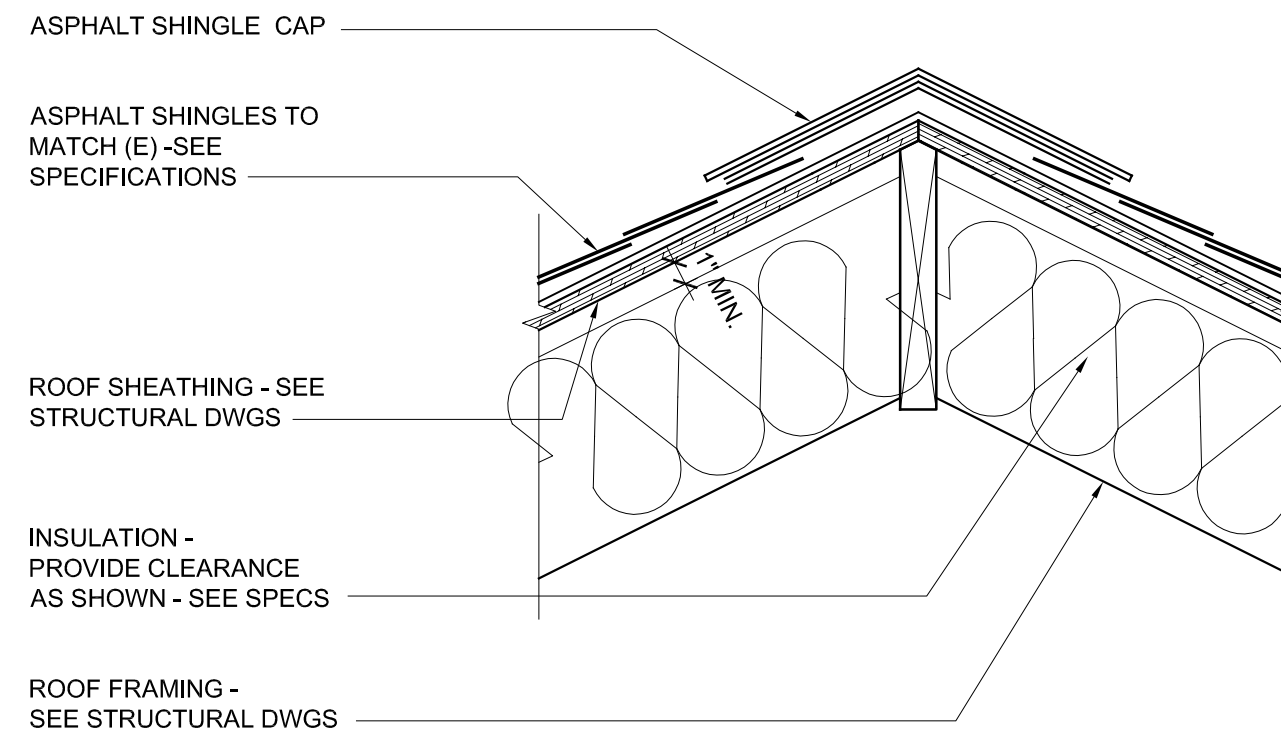
**8 TYPICAL PARAPET**

SCALE: 1 1/2" = 1'-0"



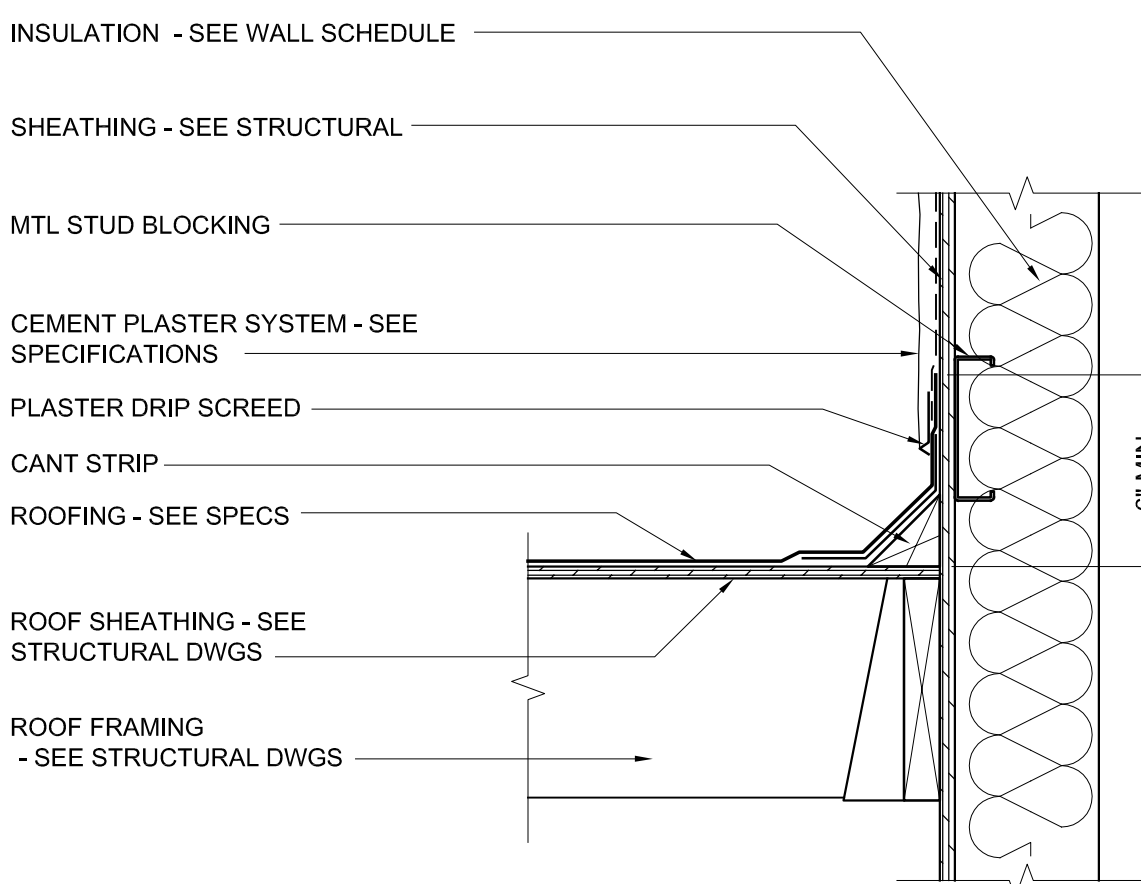
**9 OVERFLOW TERMINATION**

SCALE: 3" = 1'-0"



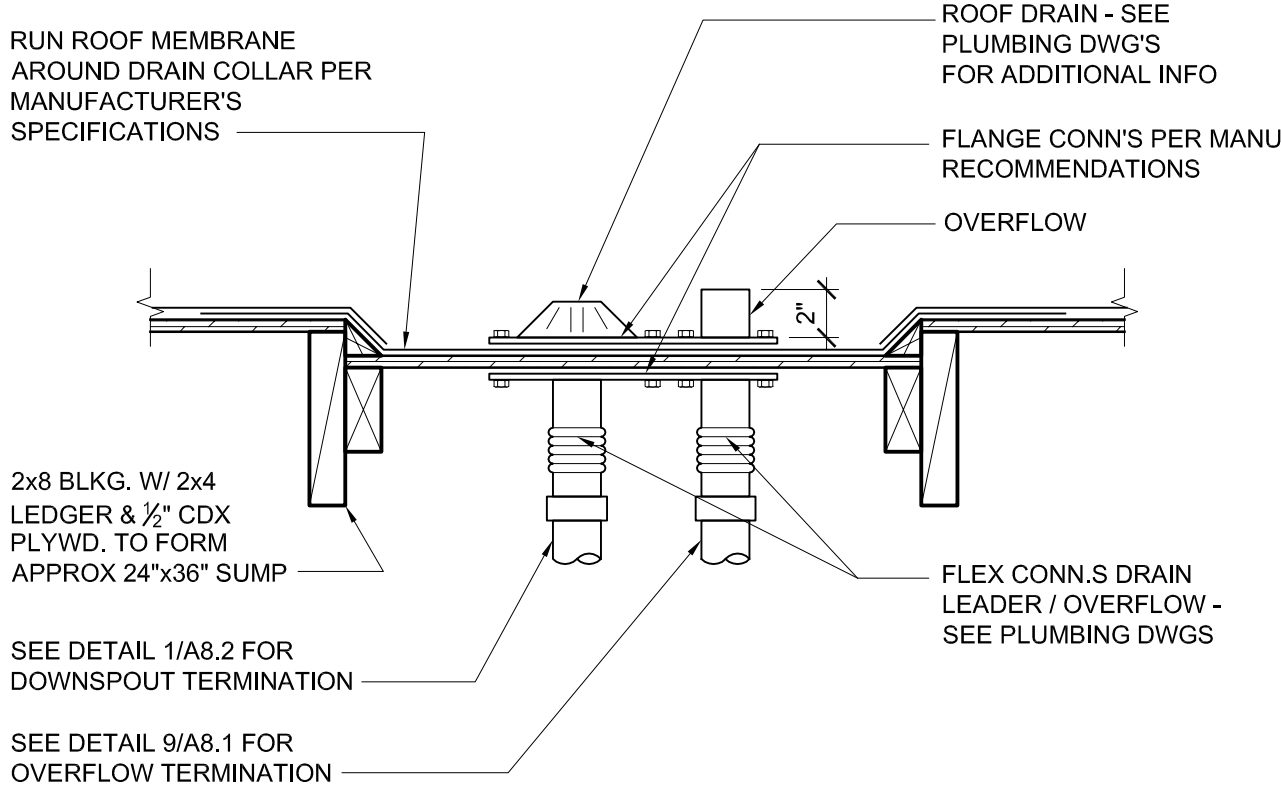
**4 TYPICAL HIP DETAIL**

SCALE: 1 1/2" = 1'-0"



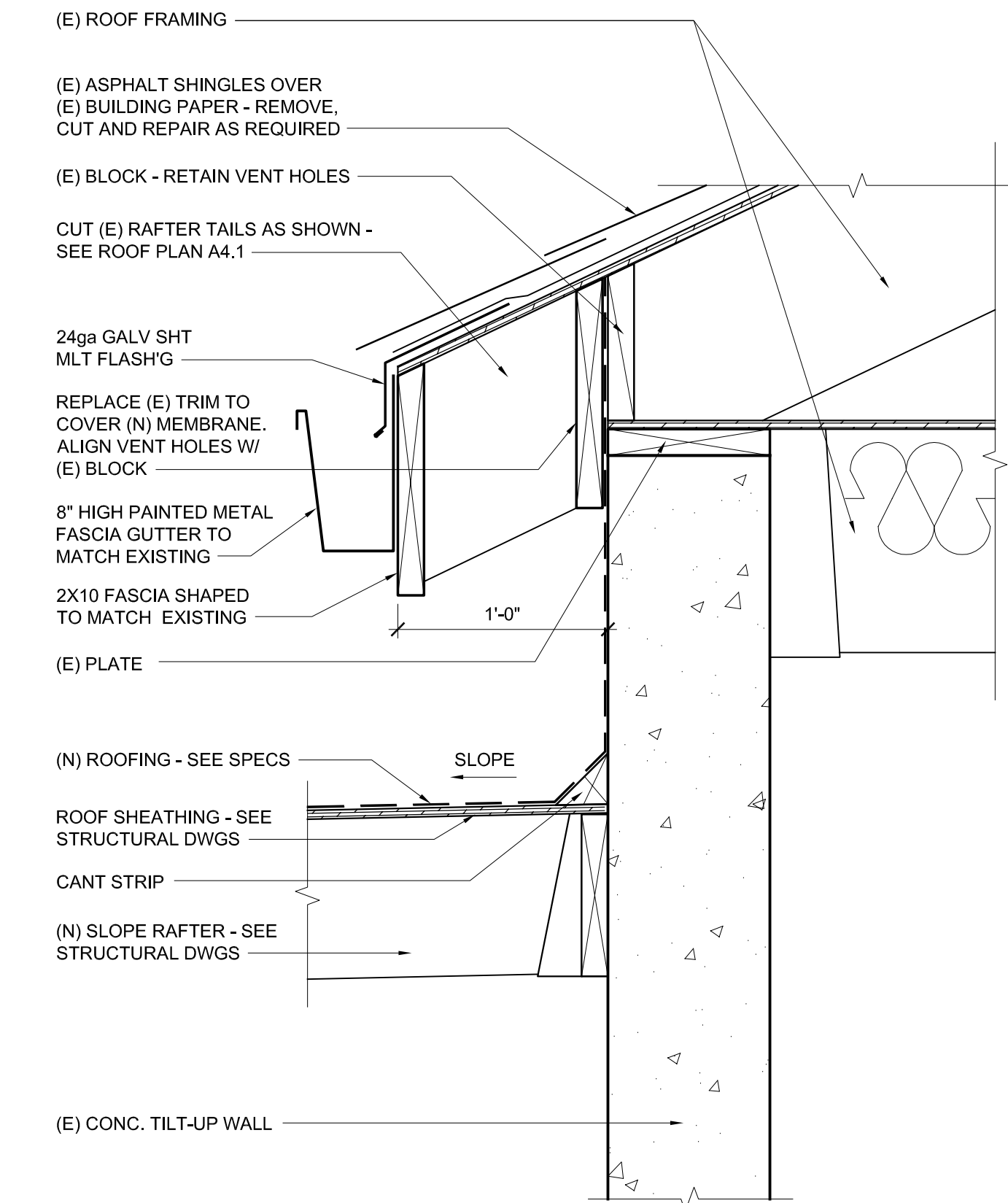
**5 ROOF @ FRAMED WALL**

SCALE: 1 1/2" = 1'-0"



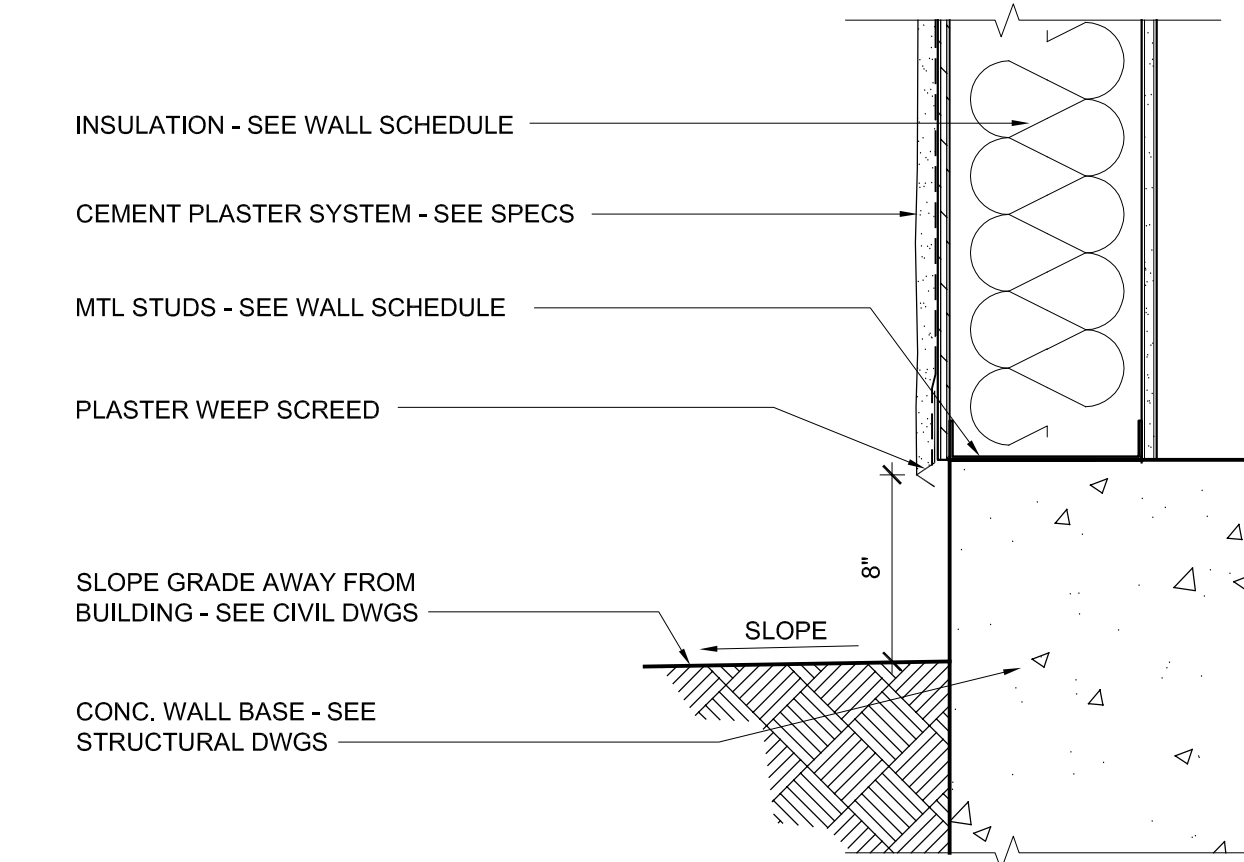
**6 ROOF DRAIN**

SCALE: 1-1/2" = 1'-0"



**2 (N) ROOF @ CONCRETE WALL**

SCALE: 1 1/2" = 1'-0"



**3 BASE OF WALL**

SCALE: 1 1/2" = 1'-0"



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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.

08192

PLOT DATE: 2.12.2009

DRAWN BY: SC, AF, LH

CHECKED BY: RCS

SET ISSUED:

95% BUILDING SUBMITTAL 1/20/2009

BID SET 2/10/2009

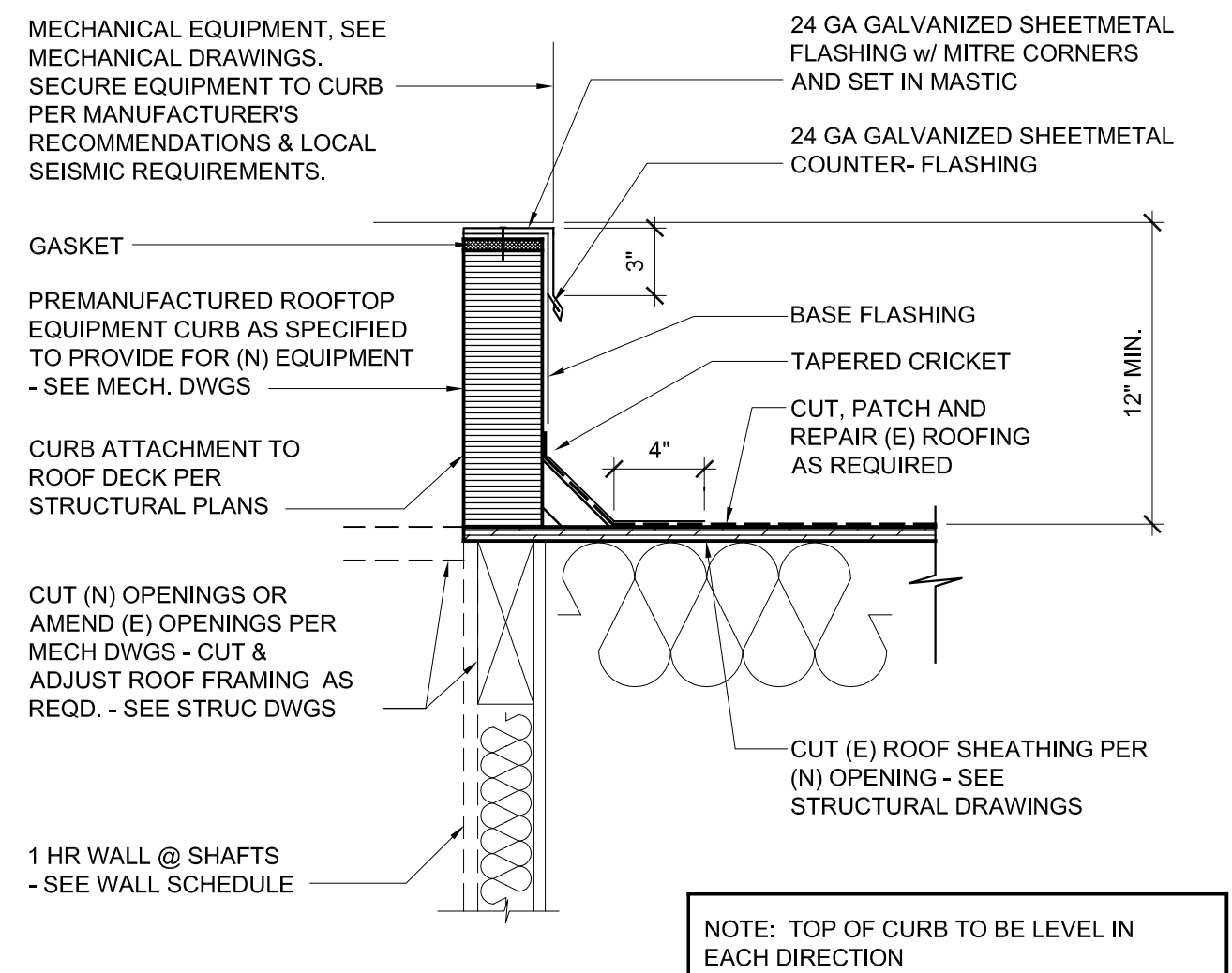
SHEET NAME:

EXTERIOR DETAILS

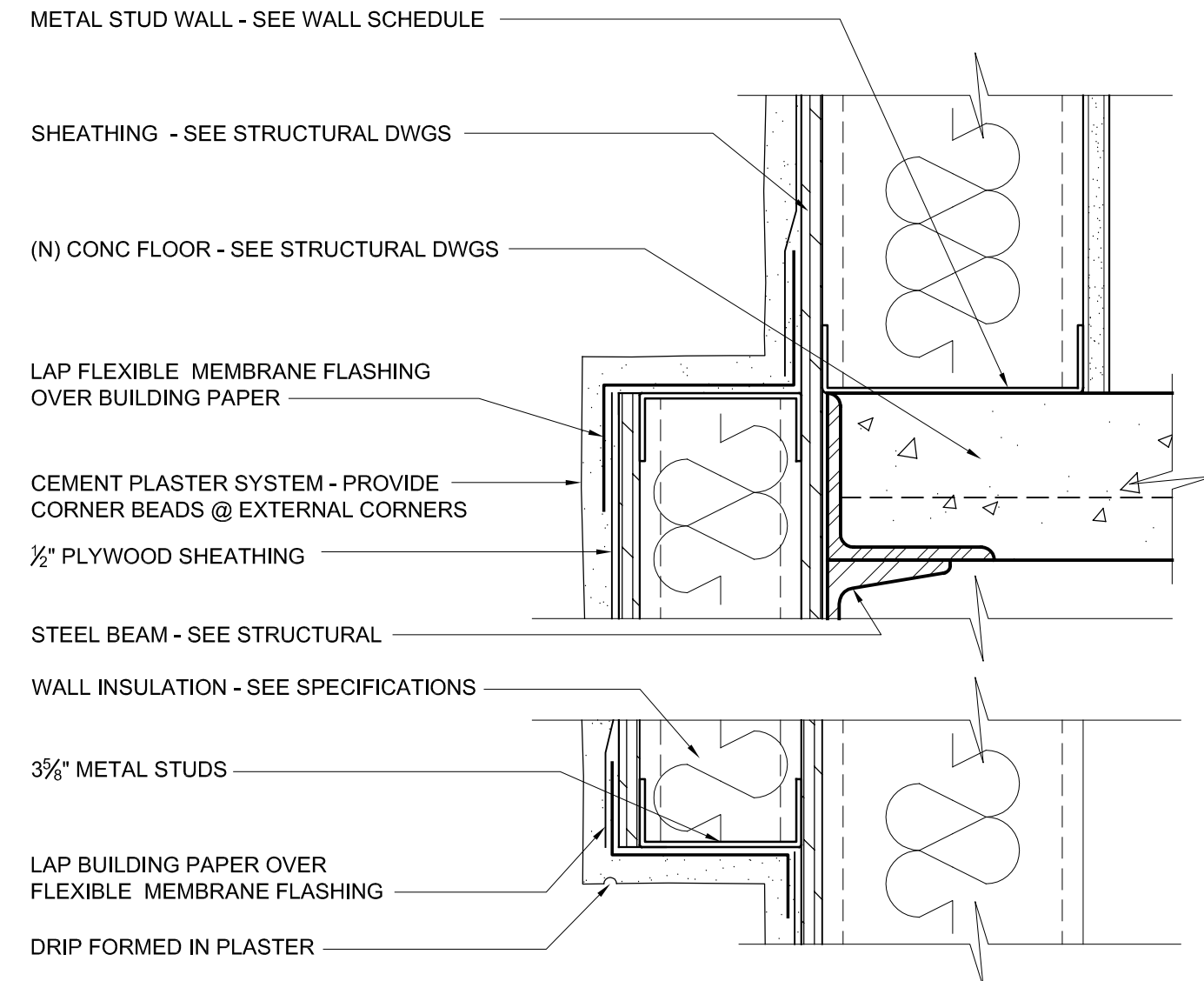
SHEET NO.:

A8.1

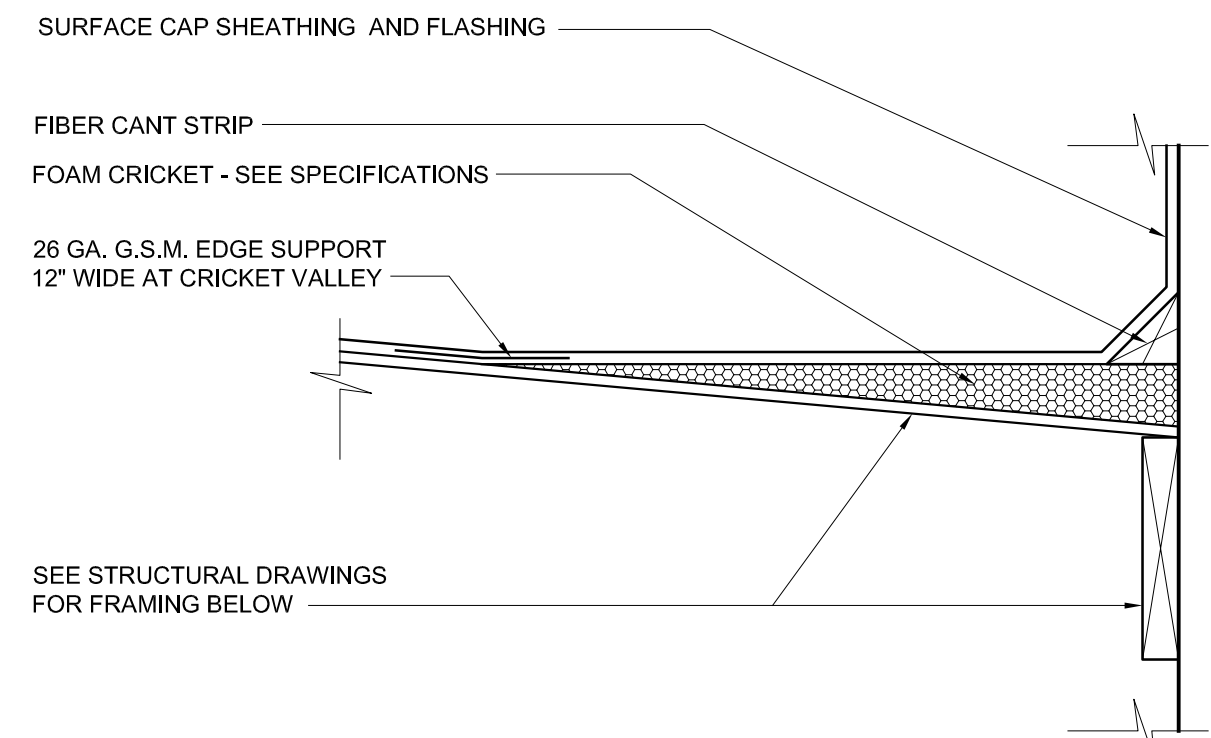
FILE NAME: 08192-A81



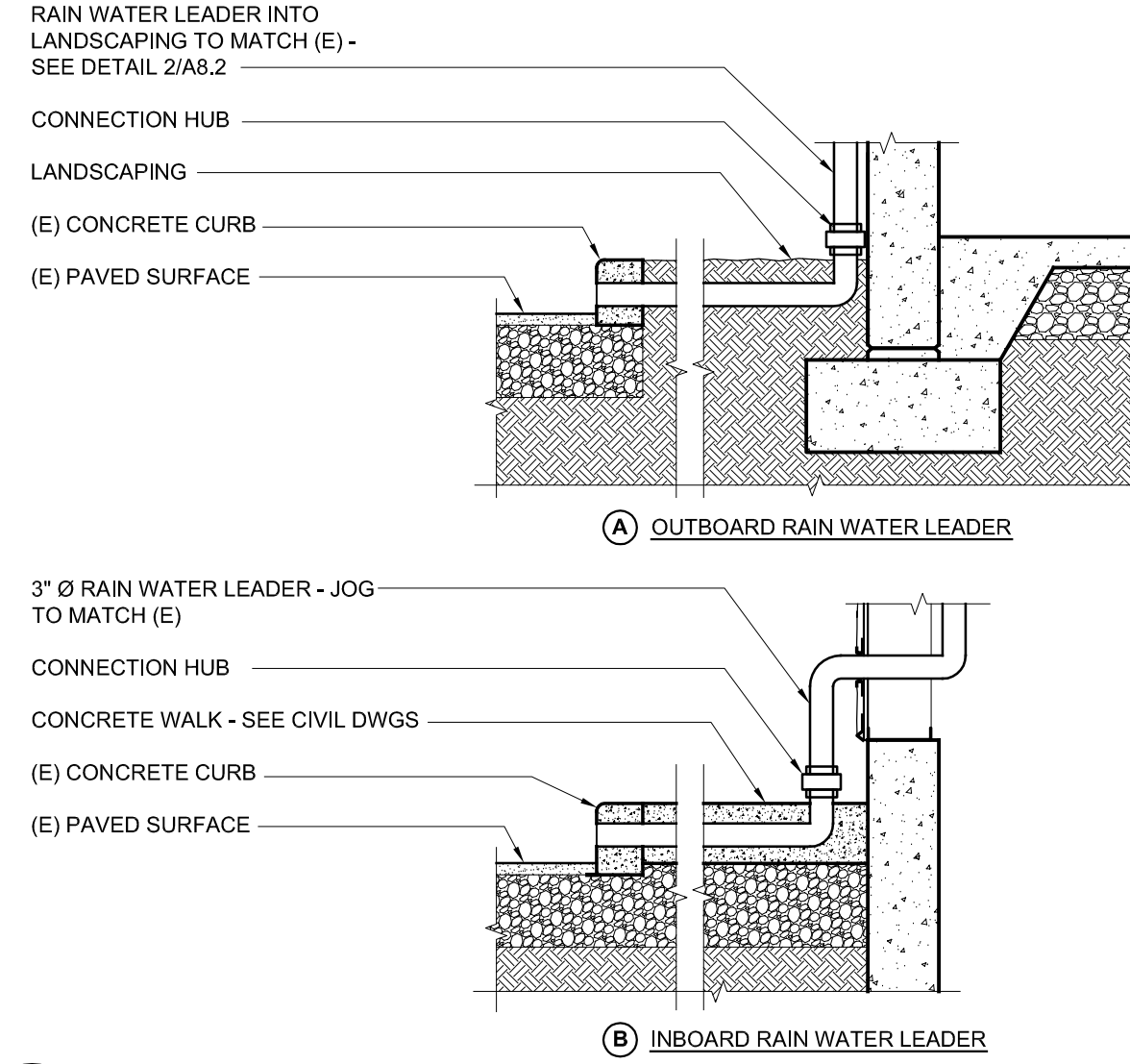
**10 ROOFING @ PRE-FABRICATED CURB**  
SCALE: 1 1/2" = 1'-0"



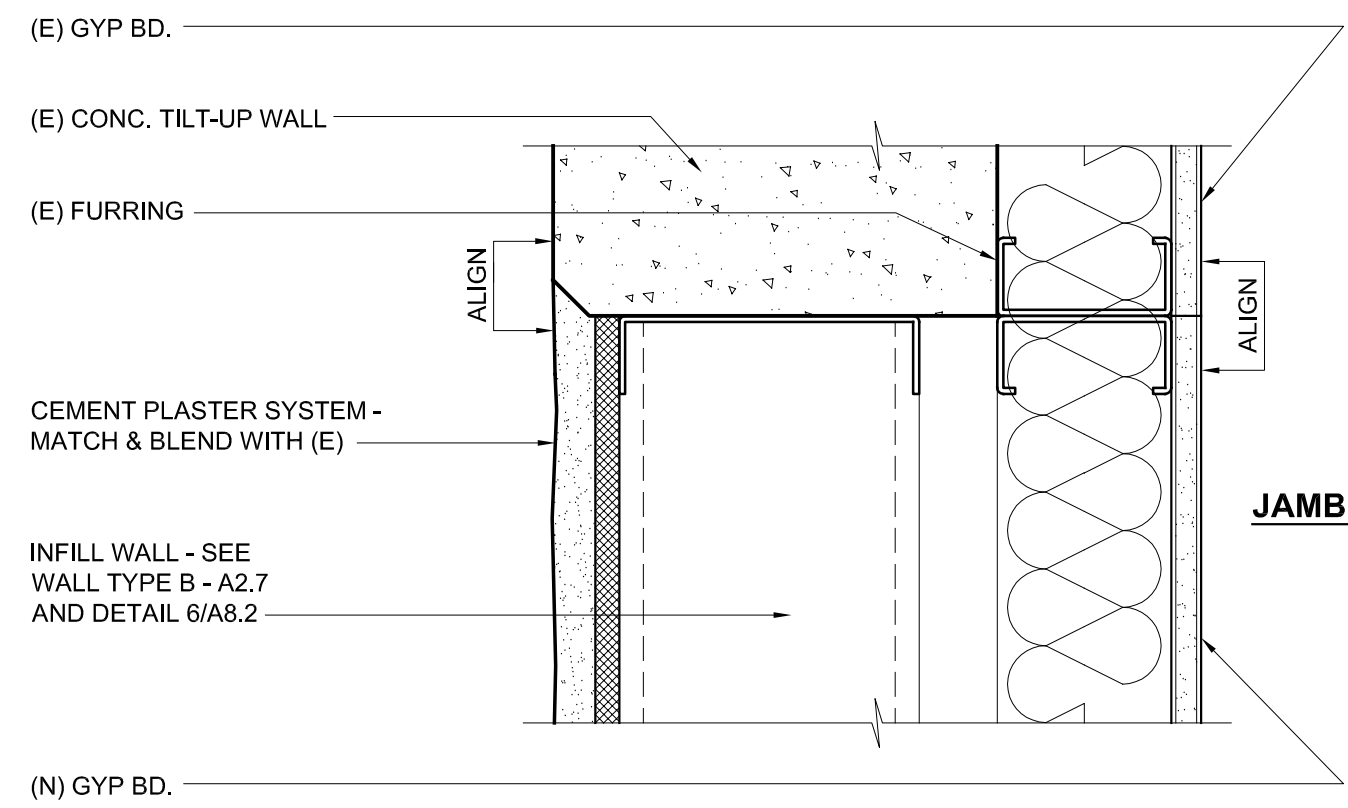
**7 DECK AT JANITOR CLOSET**  
SCALE: 3" = 1'-0"



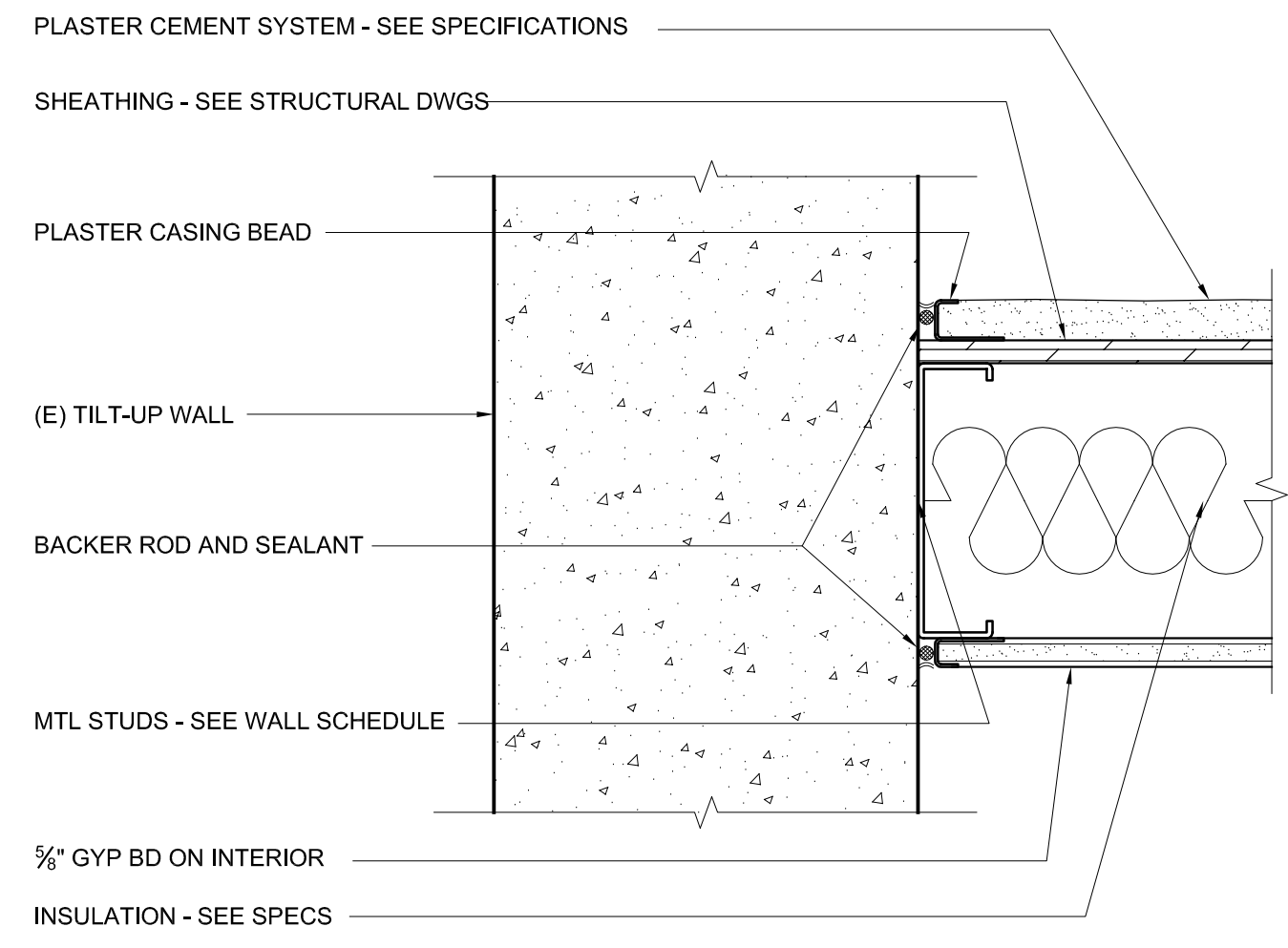
**4 TYPICAL CRICKET**  
SCALE: 3/4" = 1'-0"



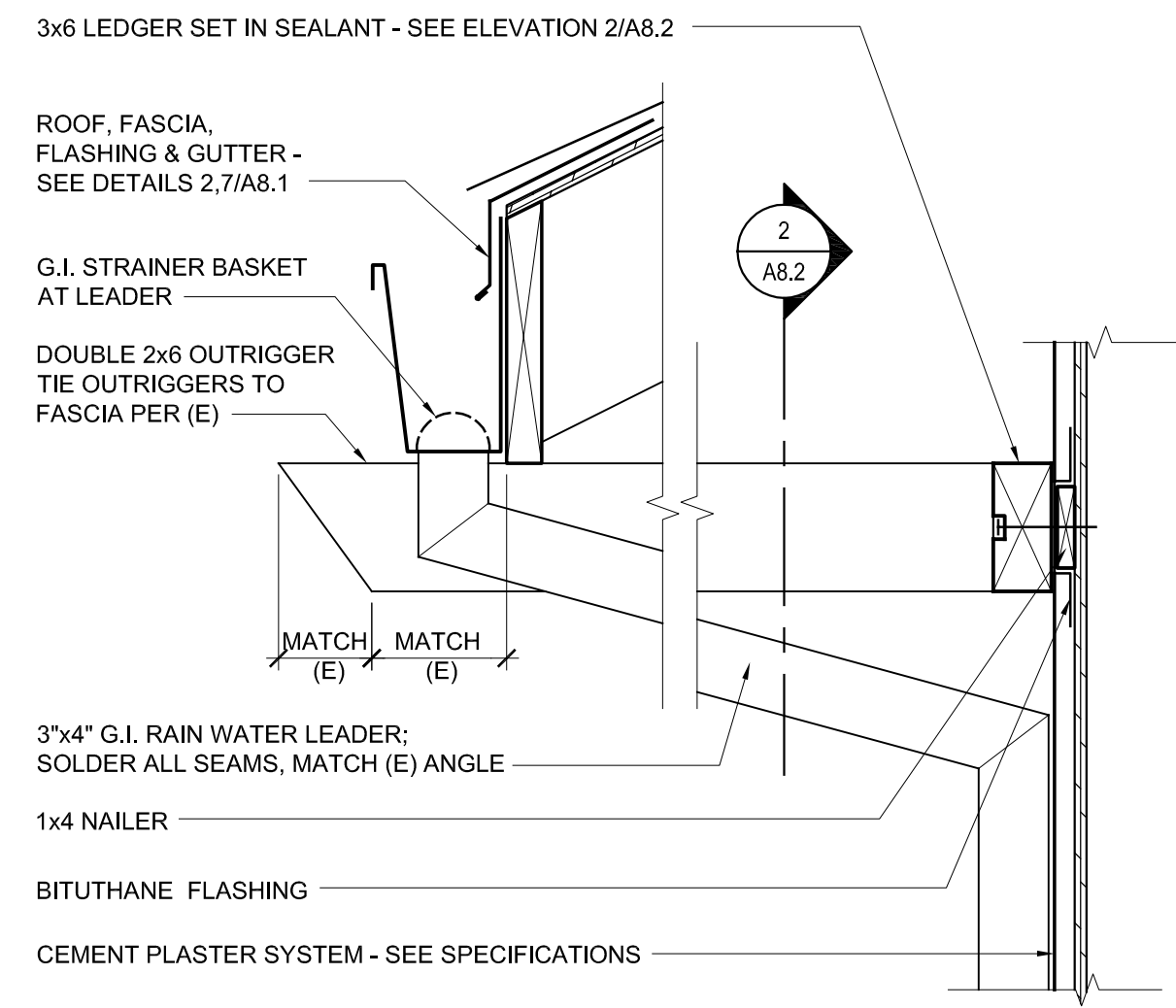
**1 RWL TERMINATION**  
SCALE: 1/2" = 1'-0"



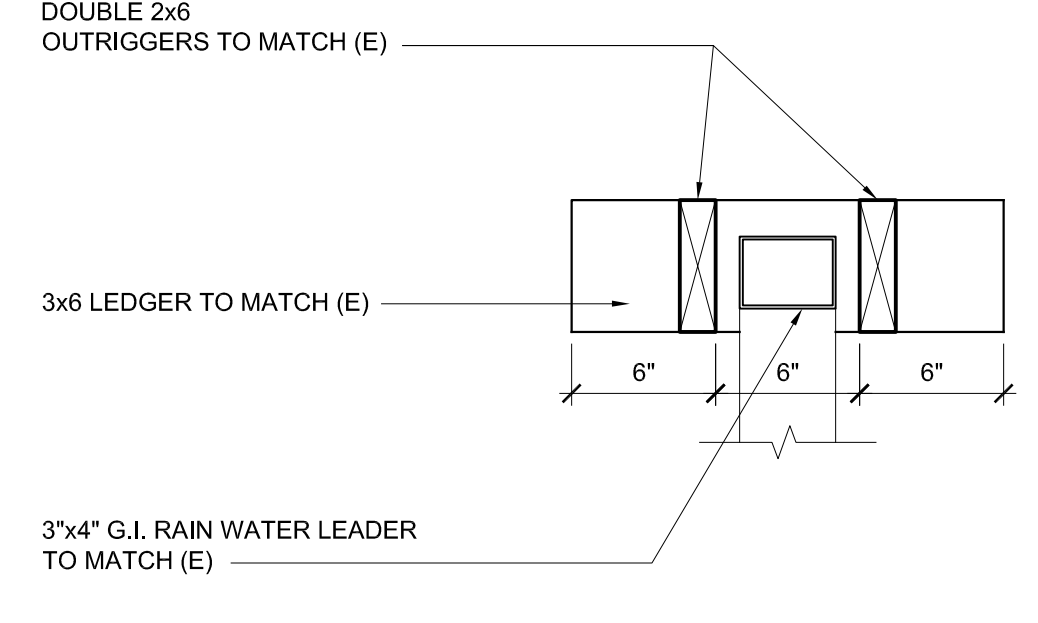
**11 INFILL WALL JAMB**  
SCALE: 3" = 1'-0"



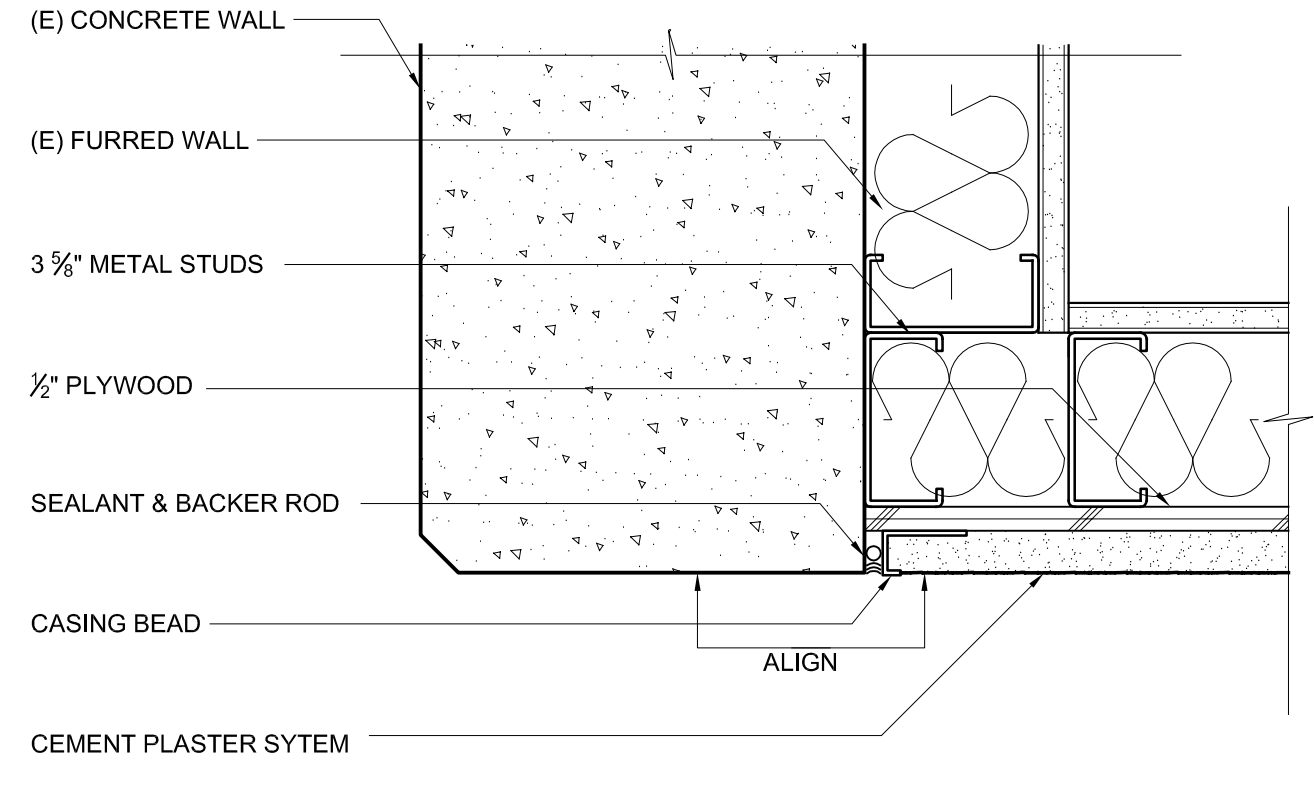
**8 NEW WALL @ CONCRETE WALL PANEL**  
SCALE: 3" = 1'-0"



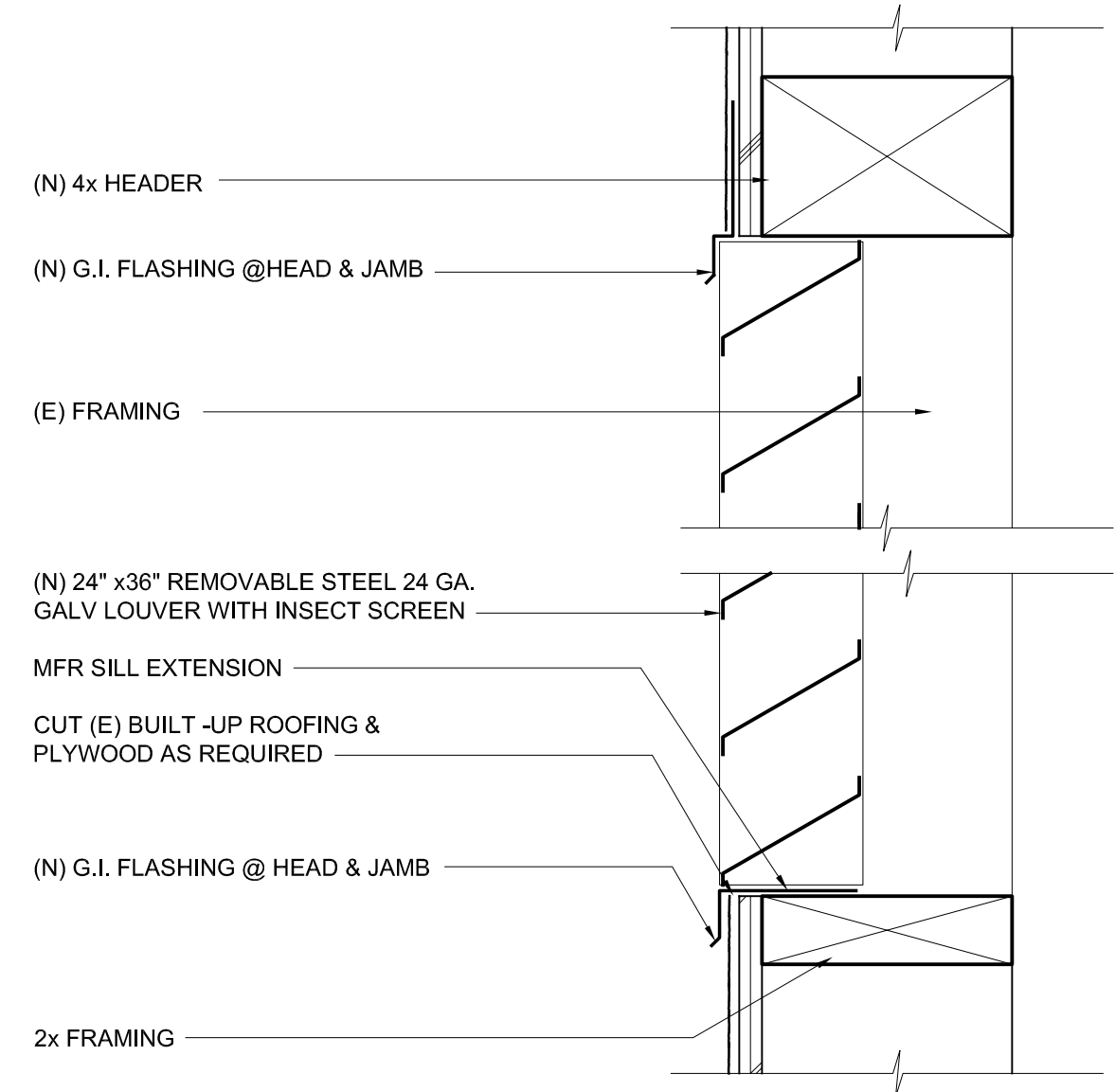
**5 OUTRIGGER**  
SCALE: 1 1/2" = 1'-0"



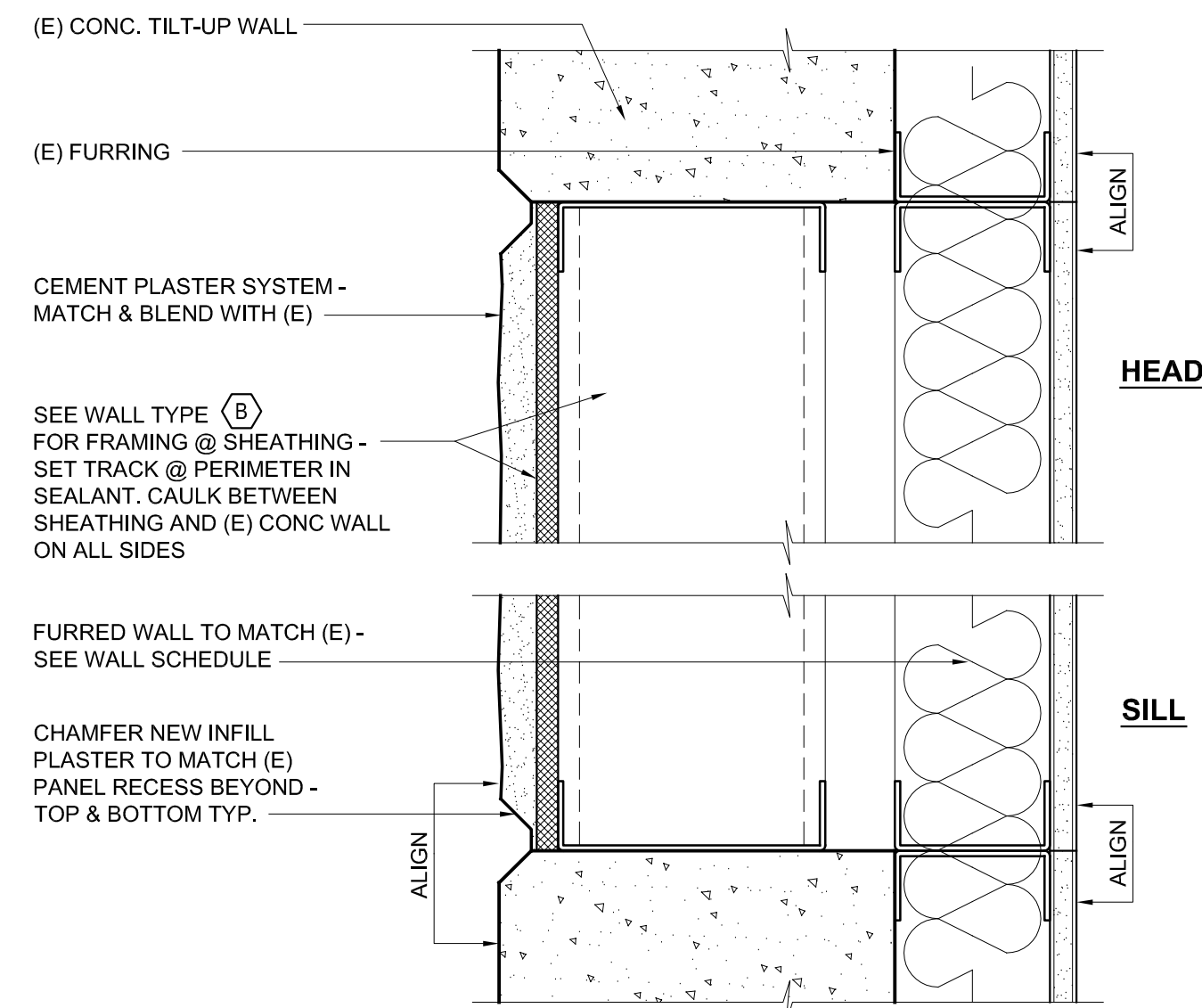
**2 OUTRIGGER @ WALL**  
SCALE: 1 1/2" = 1'-0"



**12 FRAMED WALL @ CONCRETE WALL**  
SCALE: 3" = 1'-0"



**9 MANSARD VENT**  
SCALE: 3" = 1'-0"



**6 INFILL WALL - HEAD/SILL**  
SCALE: 3" = 1'-0"



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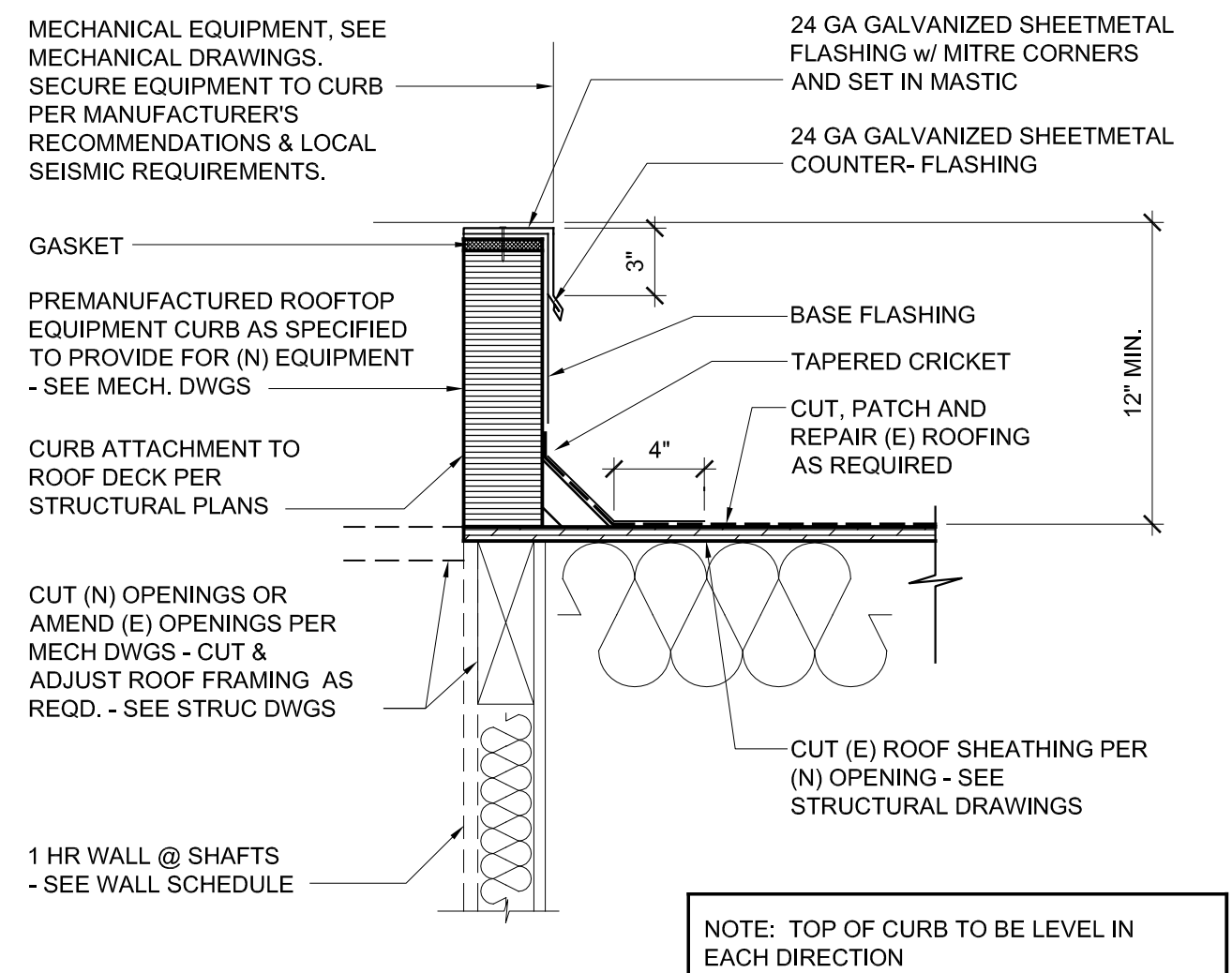
BID SET 2/10/2009

SHEET NAME:

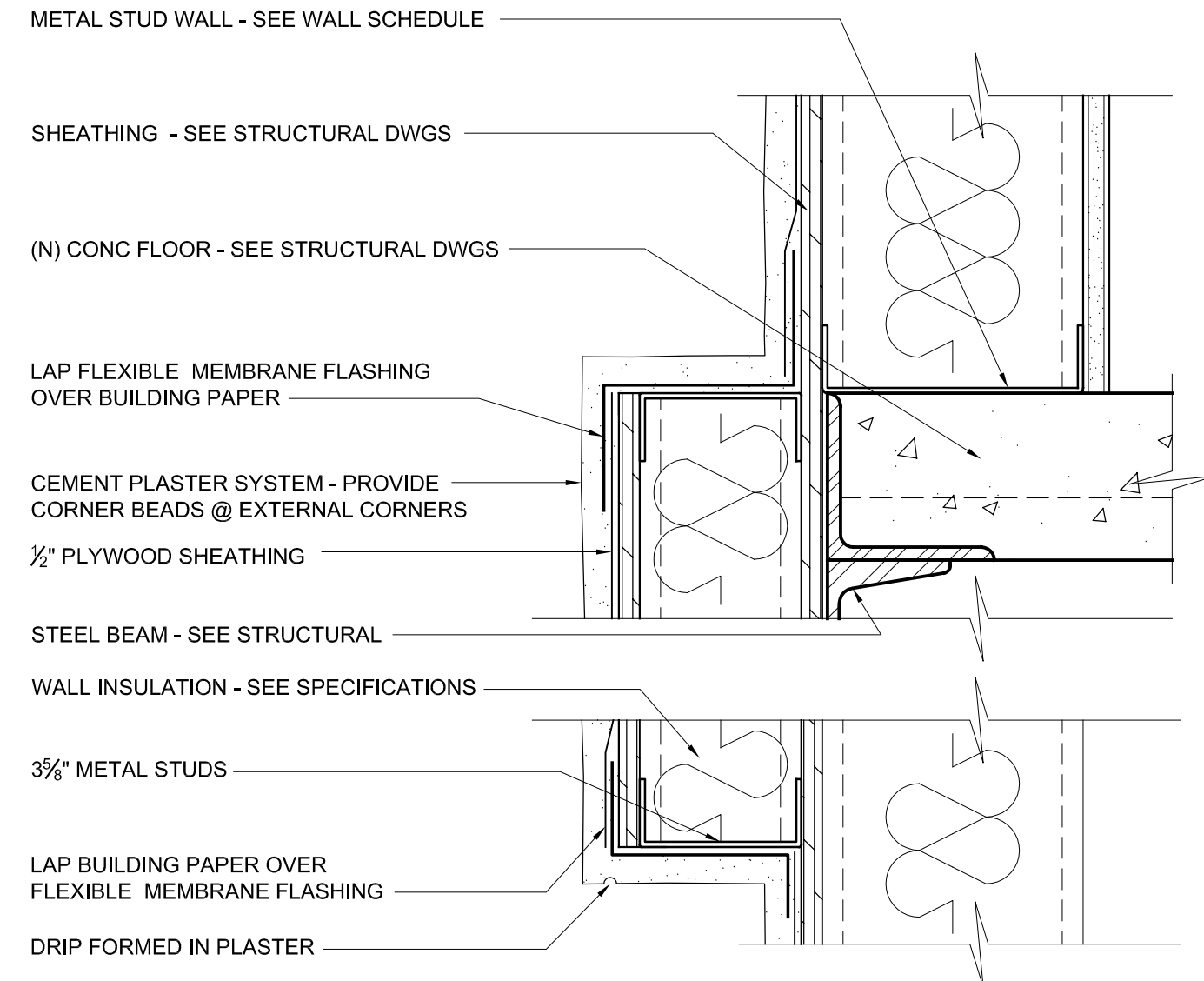
**EXTERIOR DETAILS**

SHEET NO.:

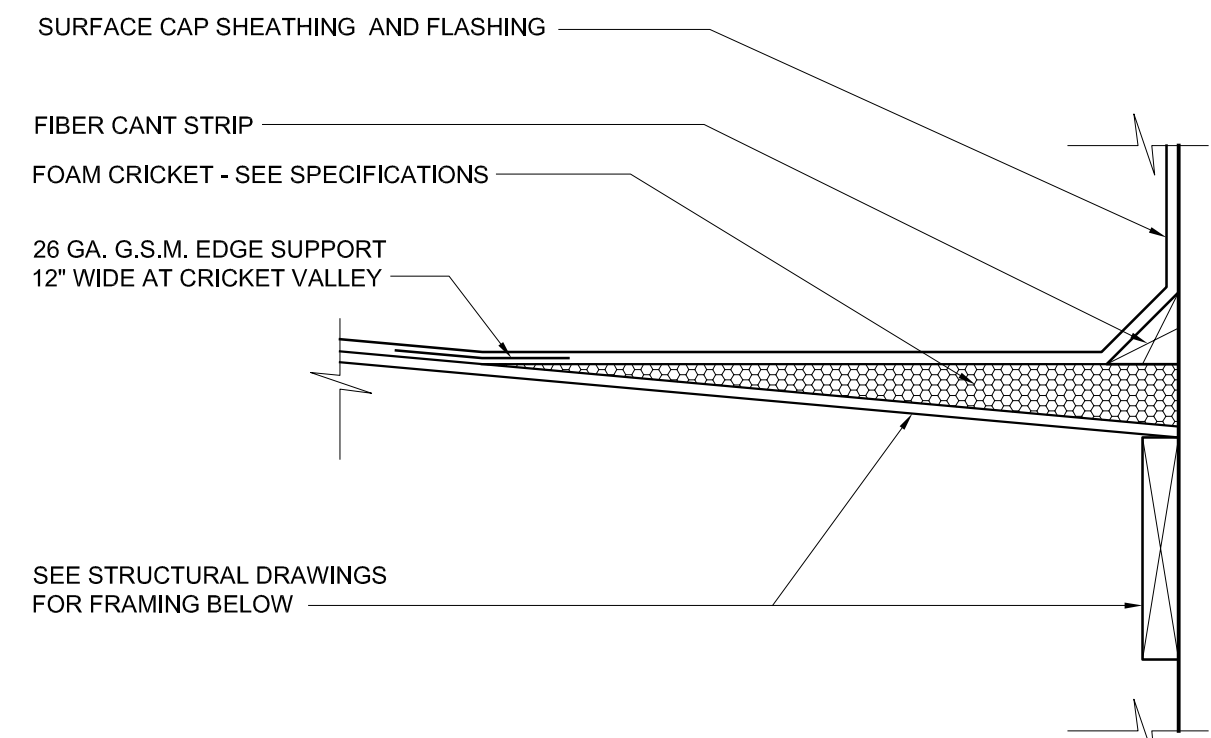
**A8.2**



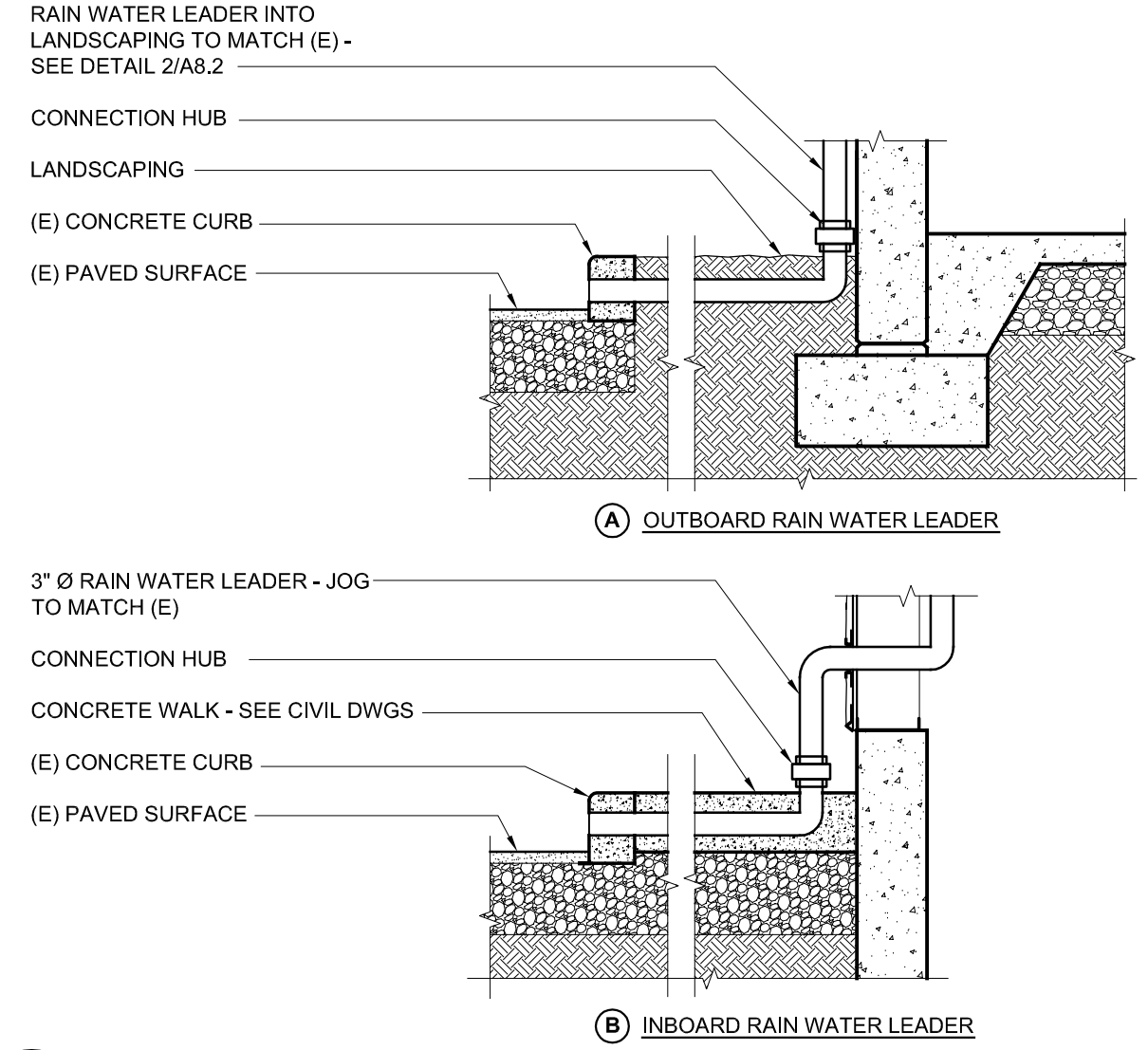
**10 ROOFING @ PRE-FABRICATED CURB**  
SCALE: 1 1/2" = 1'-0"



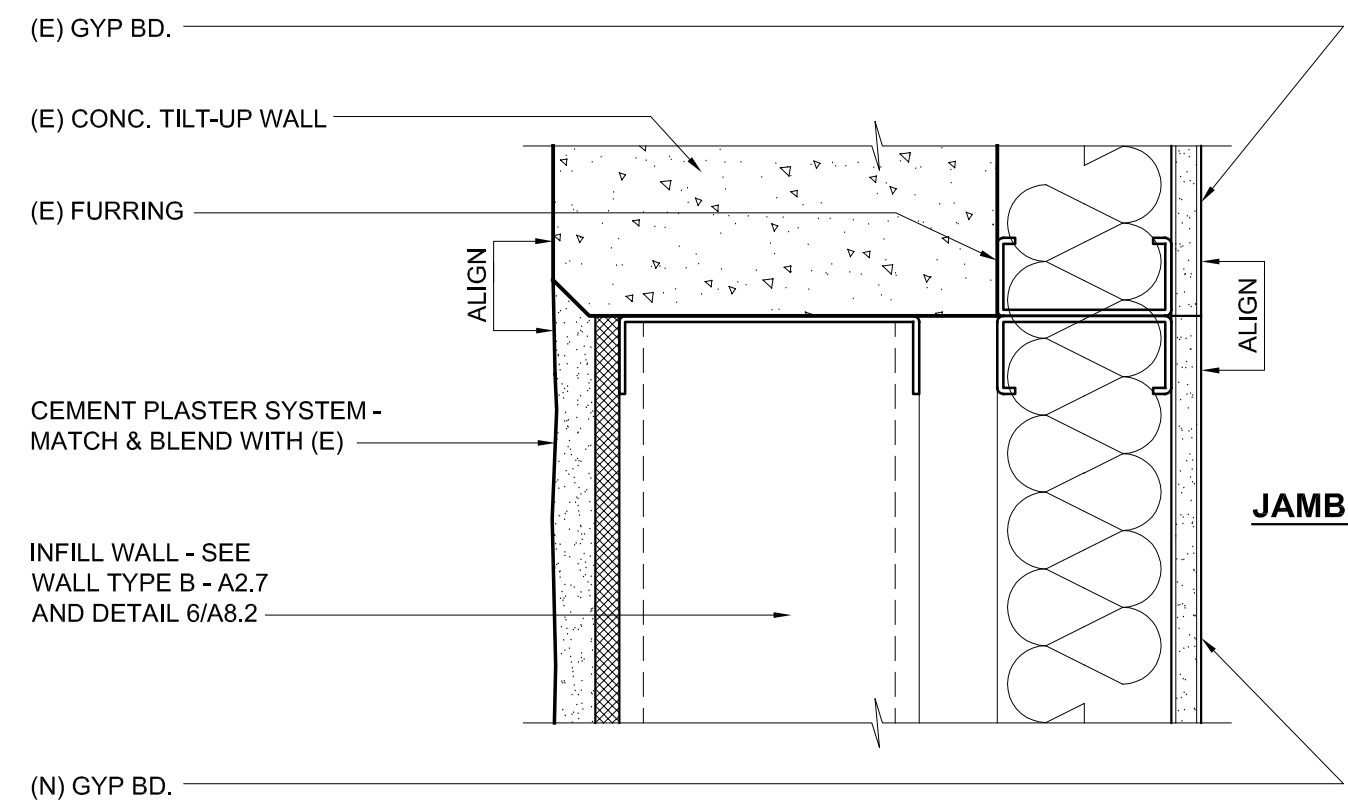
**7 DECK AT JANITOR CLOSET**  
SCALE: 3" = 1'-0"



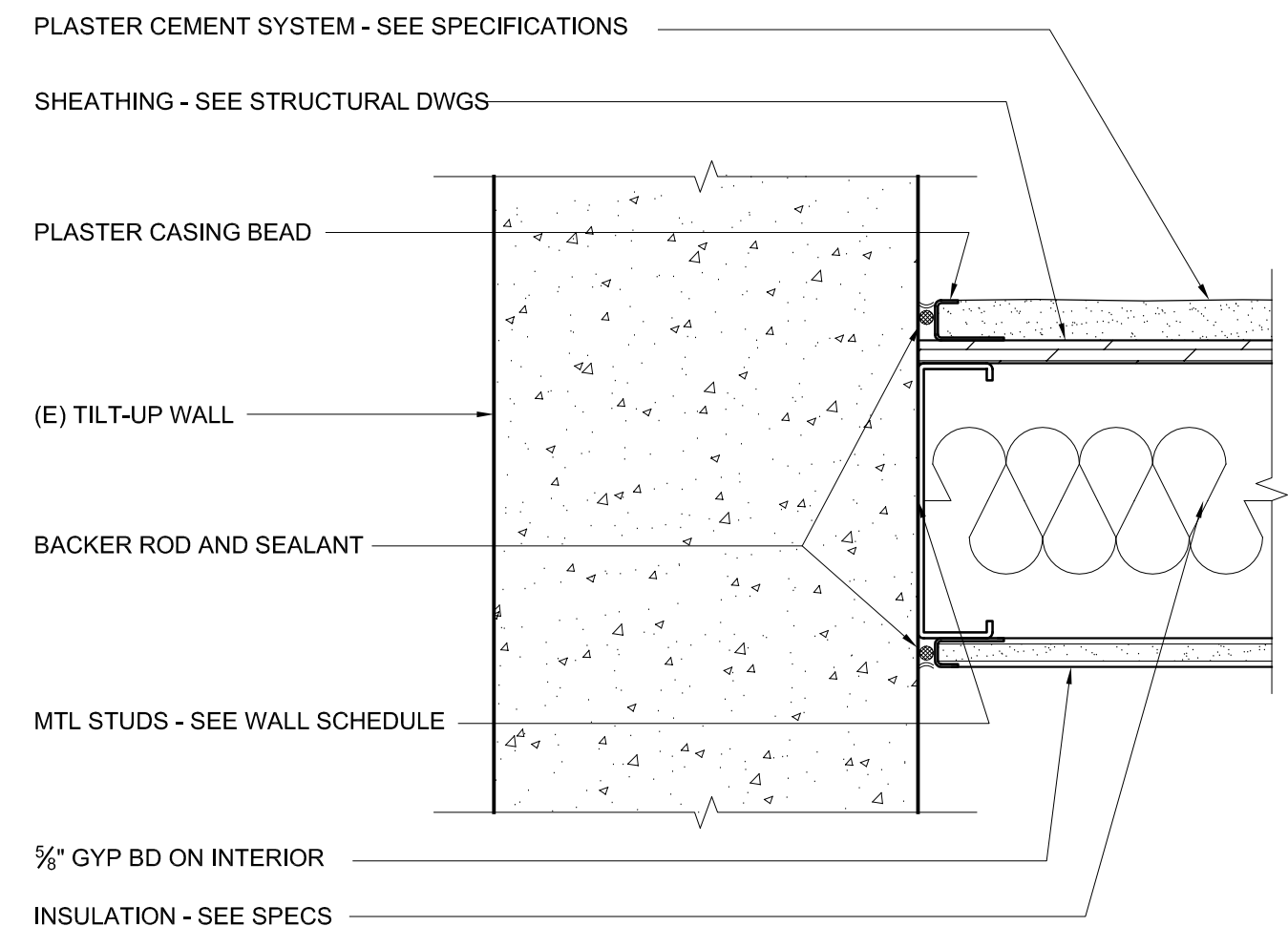
**4 TYPICAL CRICKET**  
SCALE: 3/4" = 1'-0"



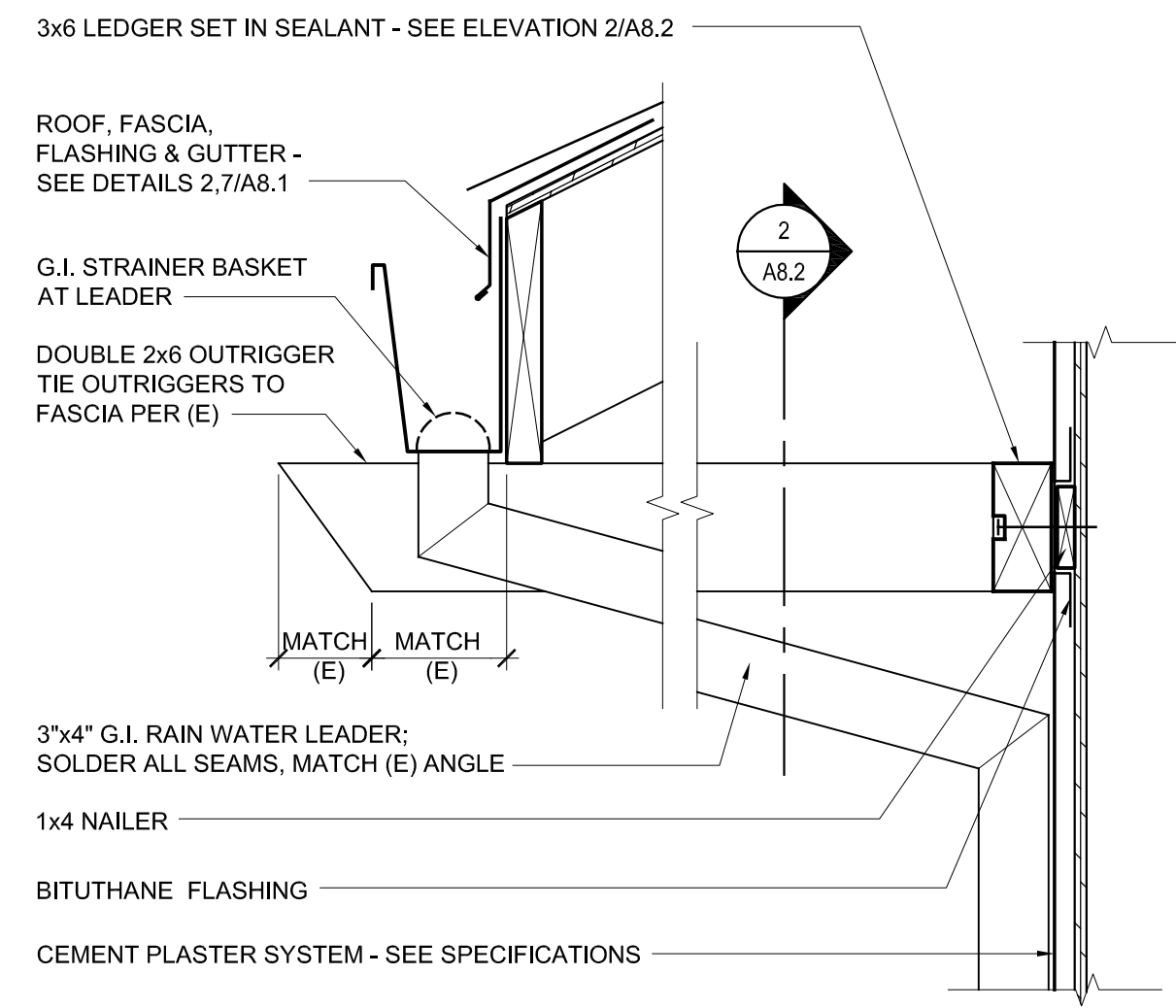
**1 RWL TERMINATION**  
SCALE: 1/2" = 1'-0"



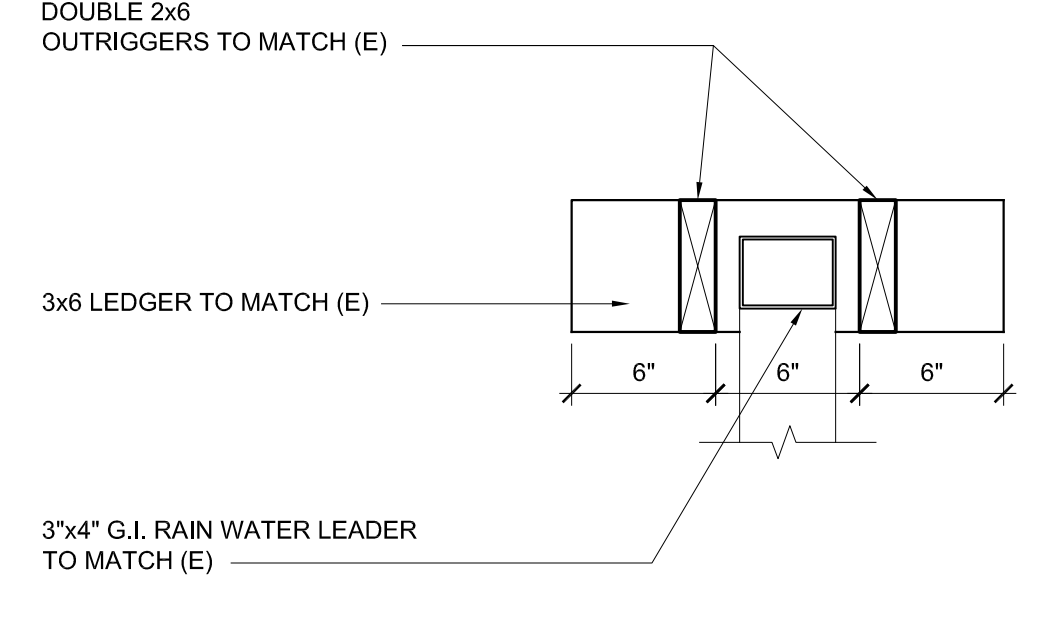
**11 INFILL WALL JAMB**  
SCALE: 3" = 1'-0"



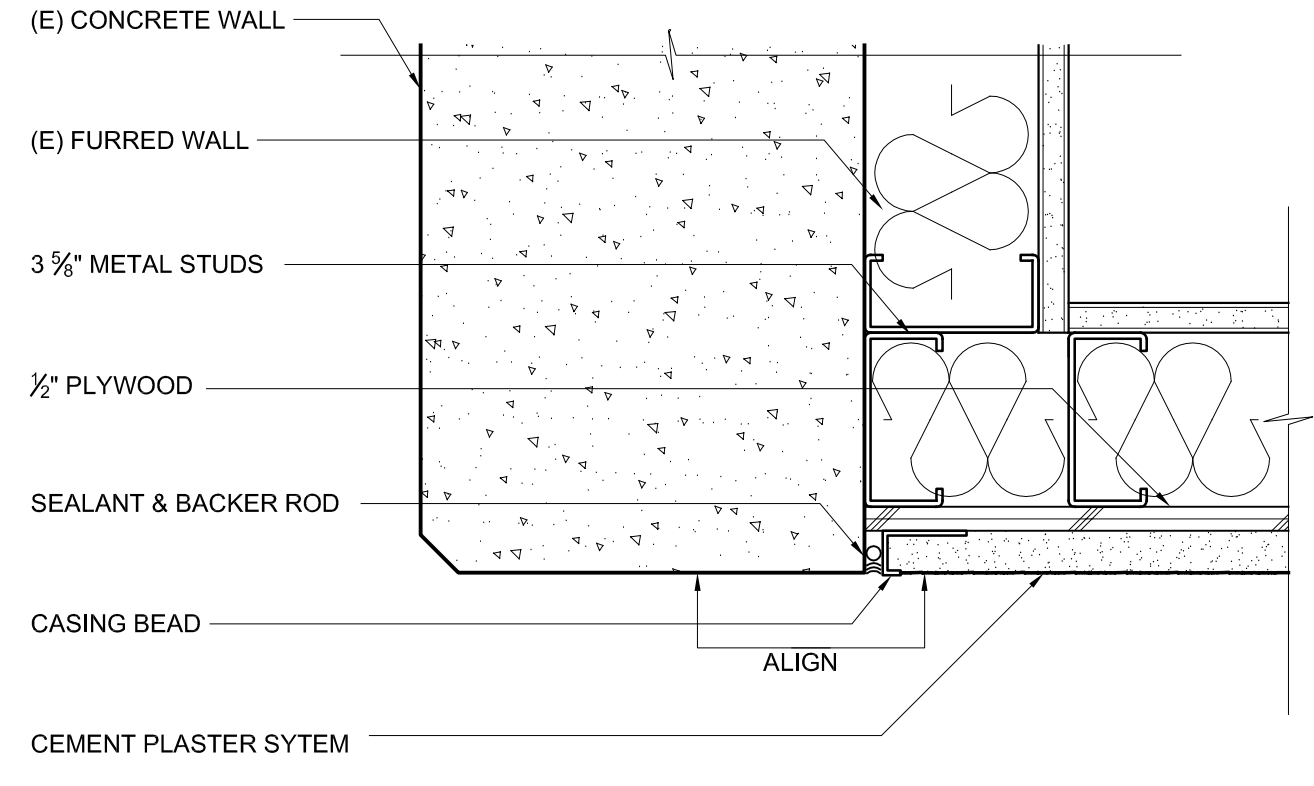
**8 NEW WALL @ CONCRETE WALL PANEL**  
SCALE: 3" = 1'-0"



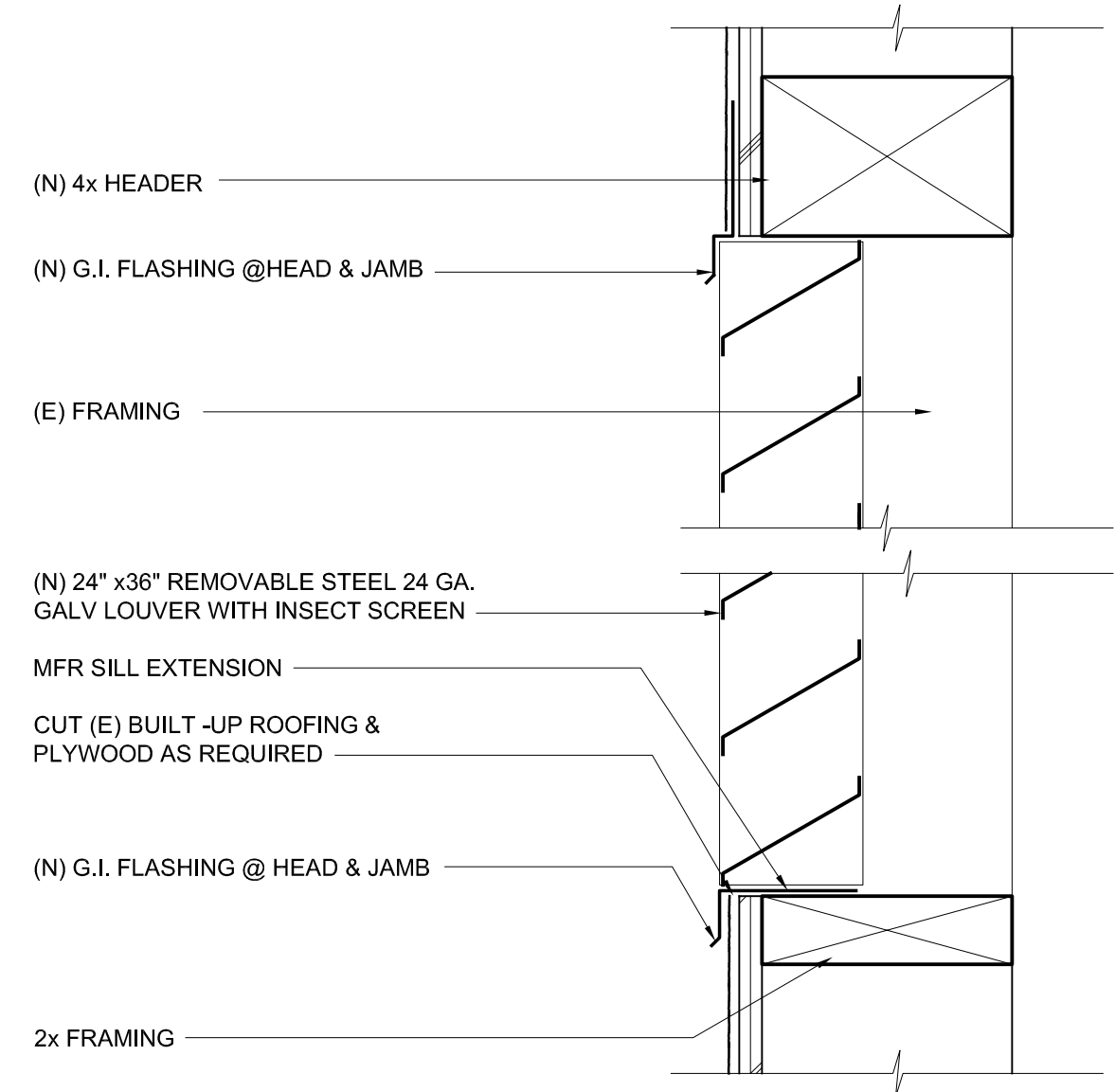
**5 OUTRIGGER**  
SCALE: 1 1/2" = 1'-0"



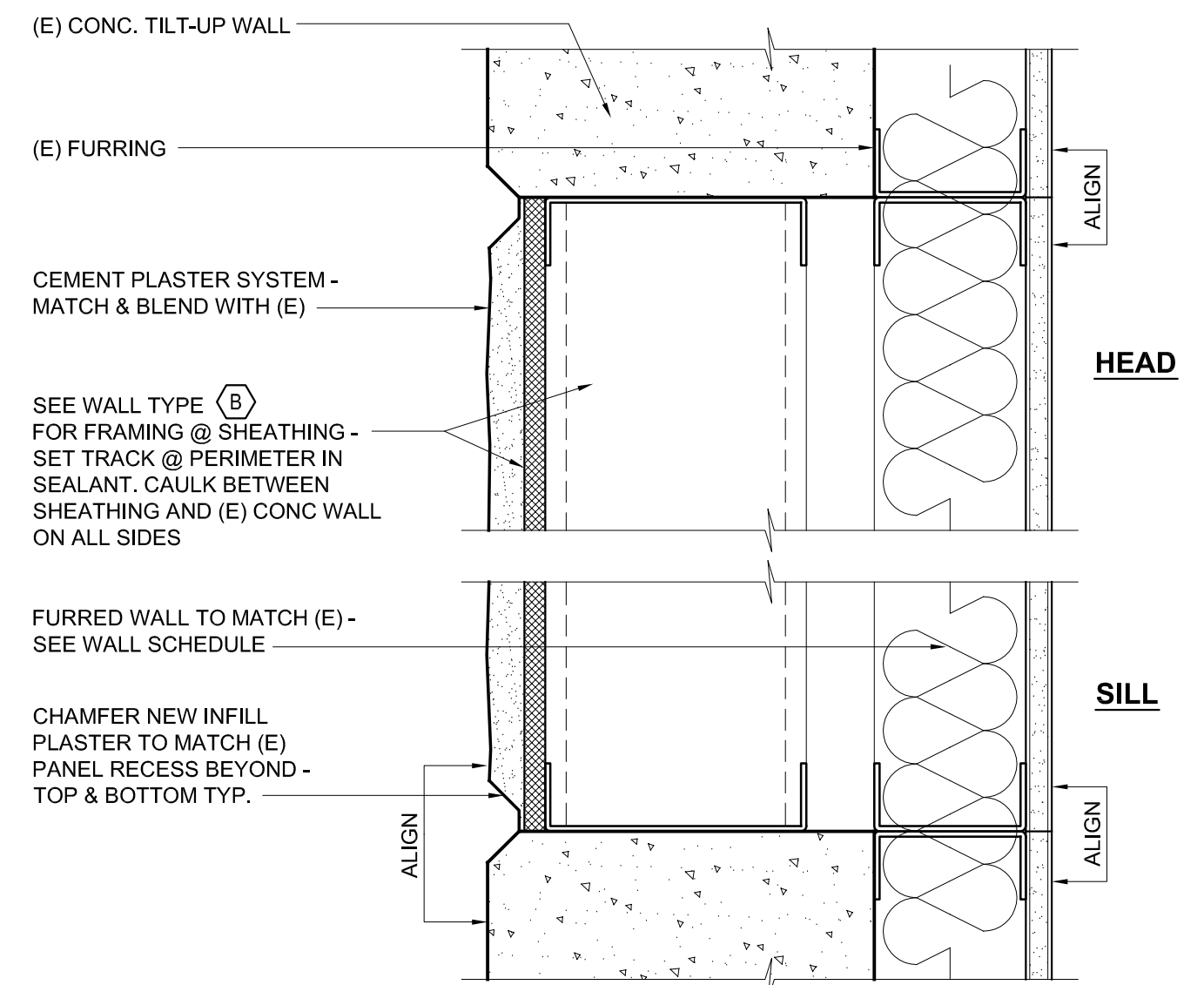
**2 OUTRIGGER @ WALL**  
SCALE: 1 1/2" = 1'-0"



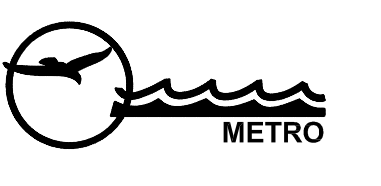
**12 FRAMED WALL @ CONCRETE WALL**  
SCALE: 3" = 1'-0"



**9 MANSARD VENT**  
SCALE: 3" = 1'-0"



**6 INFILL WALL - HEAD/SILL**  
SCALE: 3" = 1'-0"



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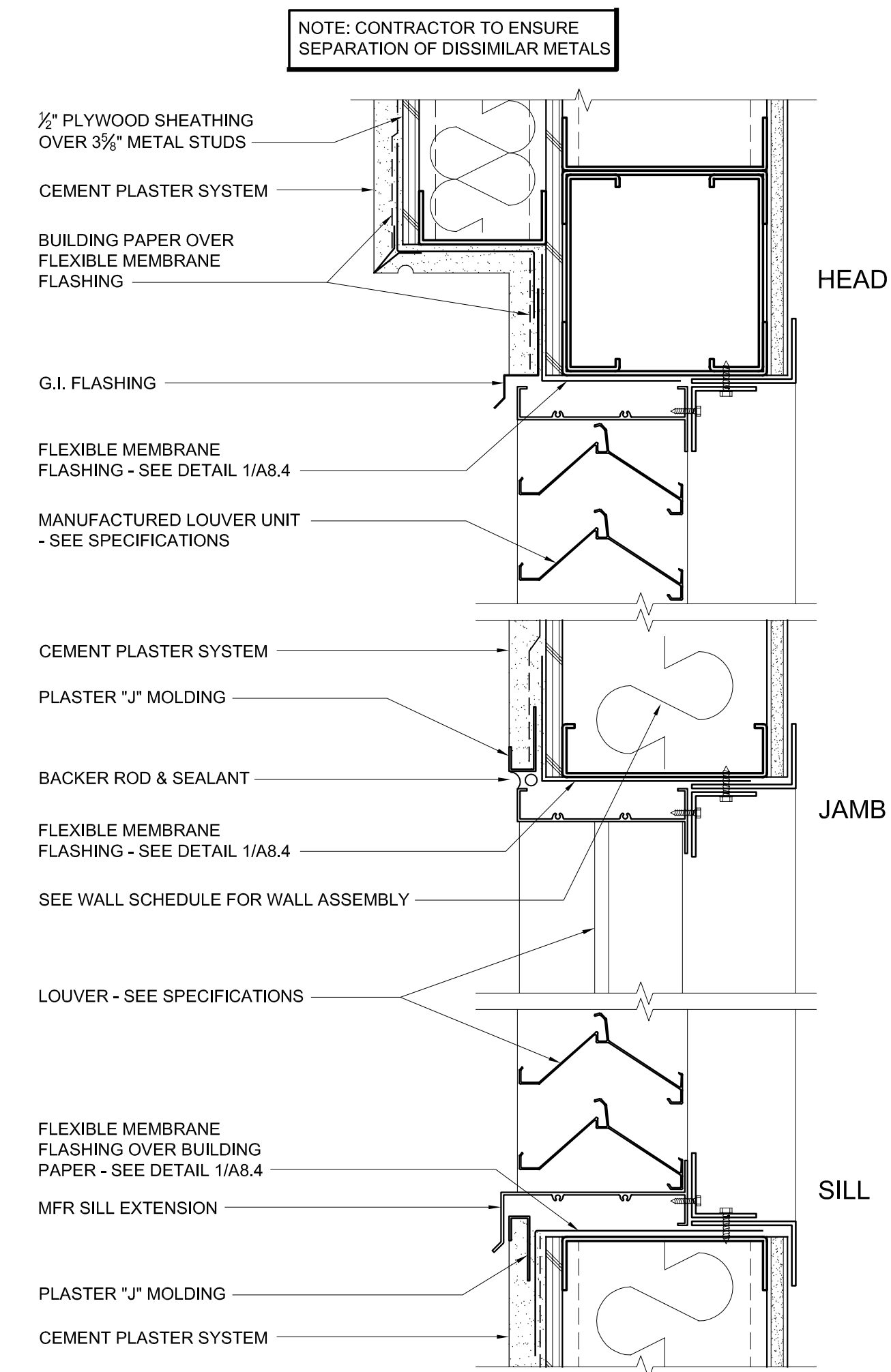
SHEET NAME:

**EXTERIOR DETAILS**

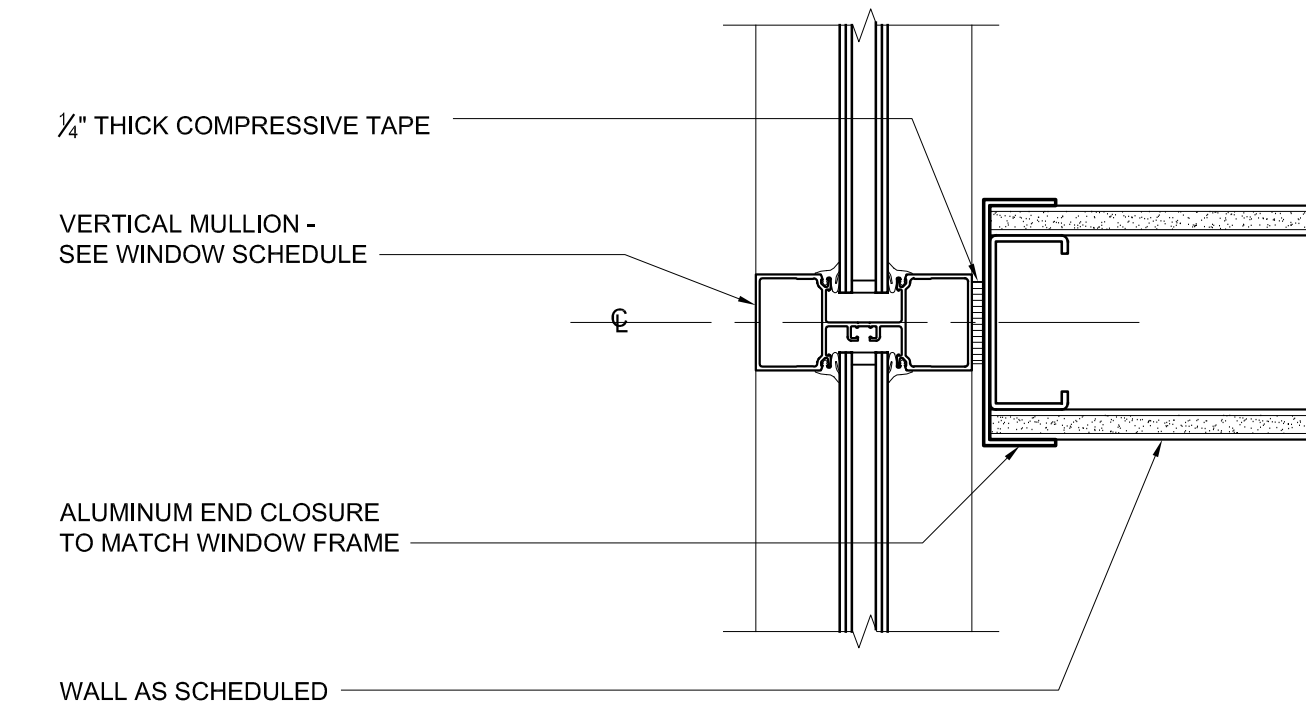
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**A8.2**

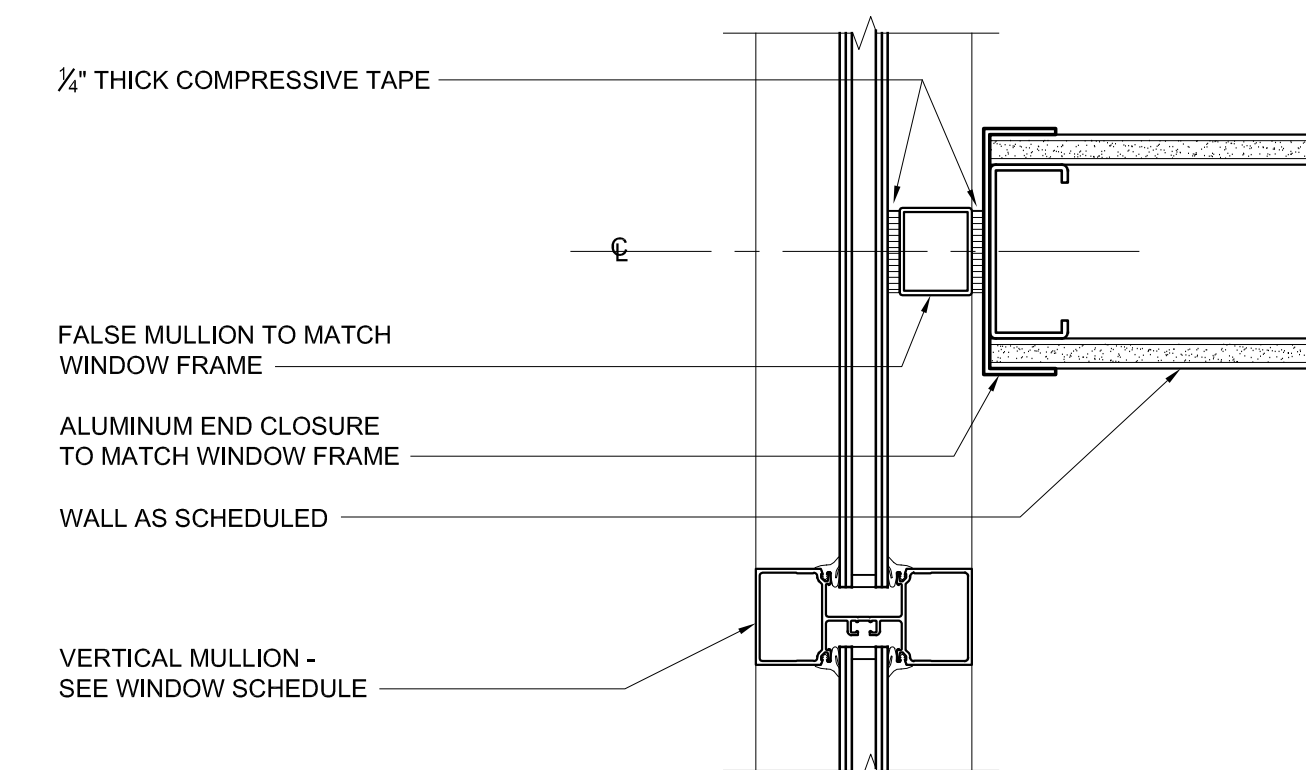




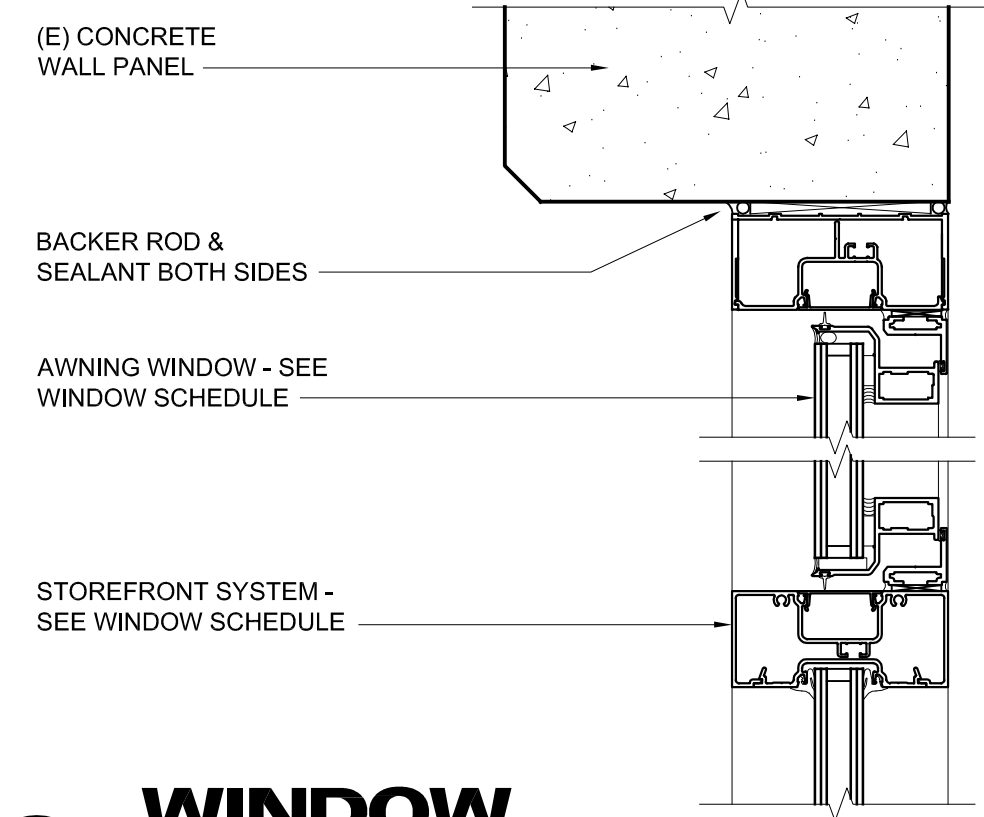
**14 LOUVER DETAILS**  
SCALE: 3" = 1'-0"



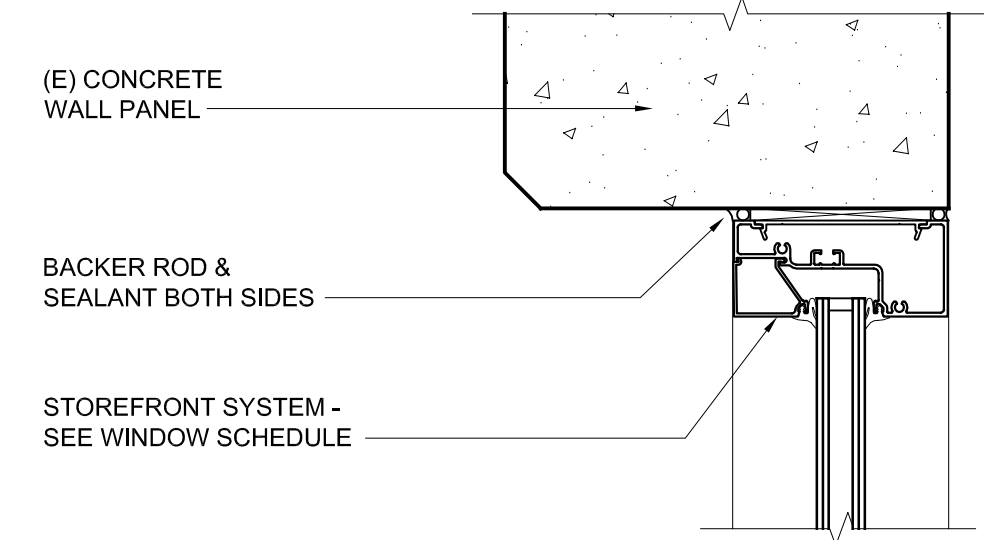
**15 WALL AT MULLION**  
SCALE: 3" = 1'-0"



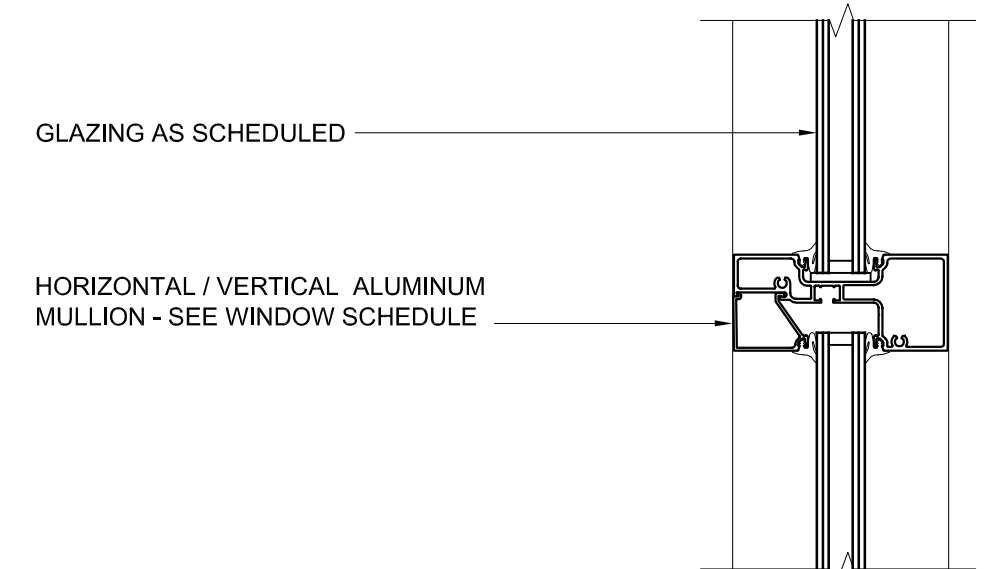
**16 FALSE MULLION**  
SCALE: 3" = 1'-0"



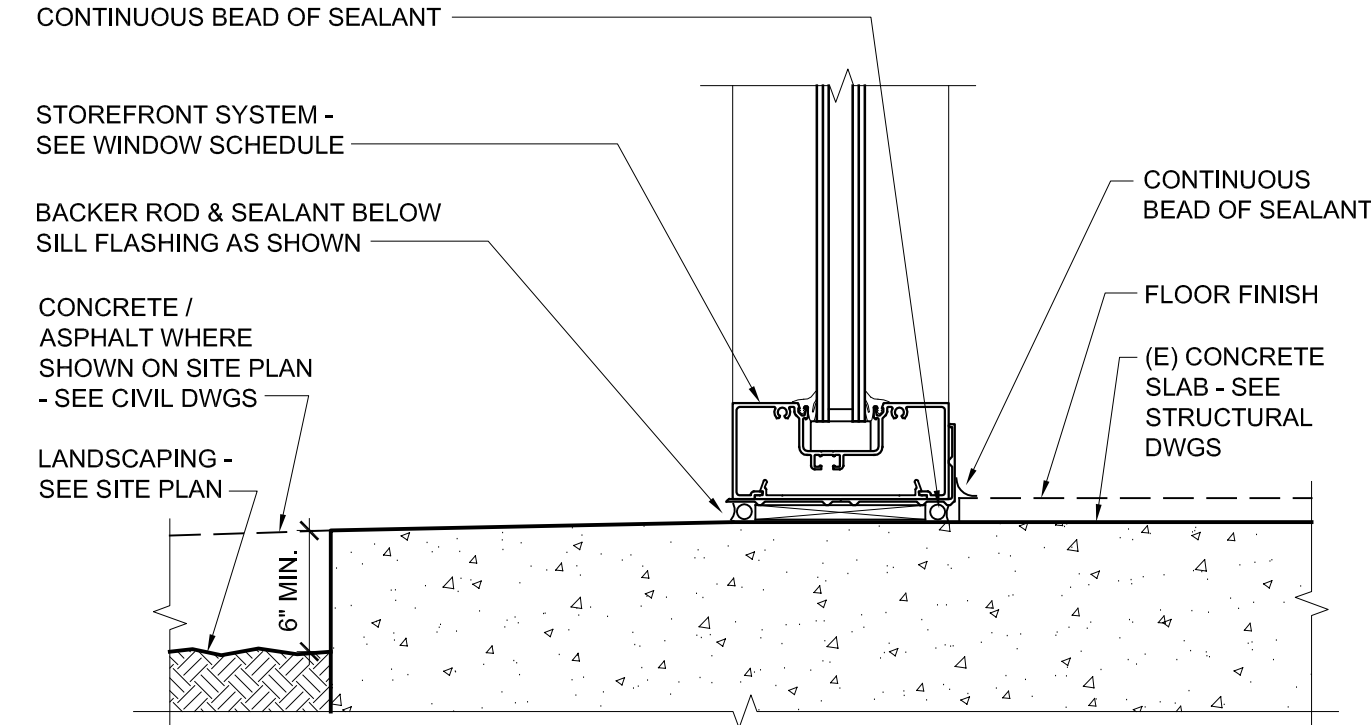
**9 WINDOW HEAD @ WAREHOUSE**  
SCALE: 3" = 1'-0"



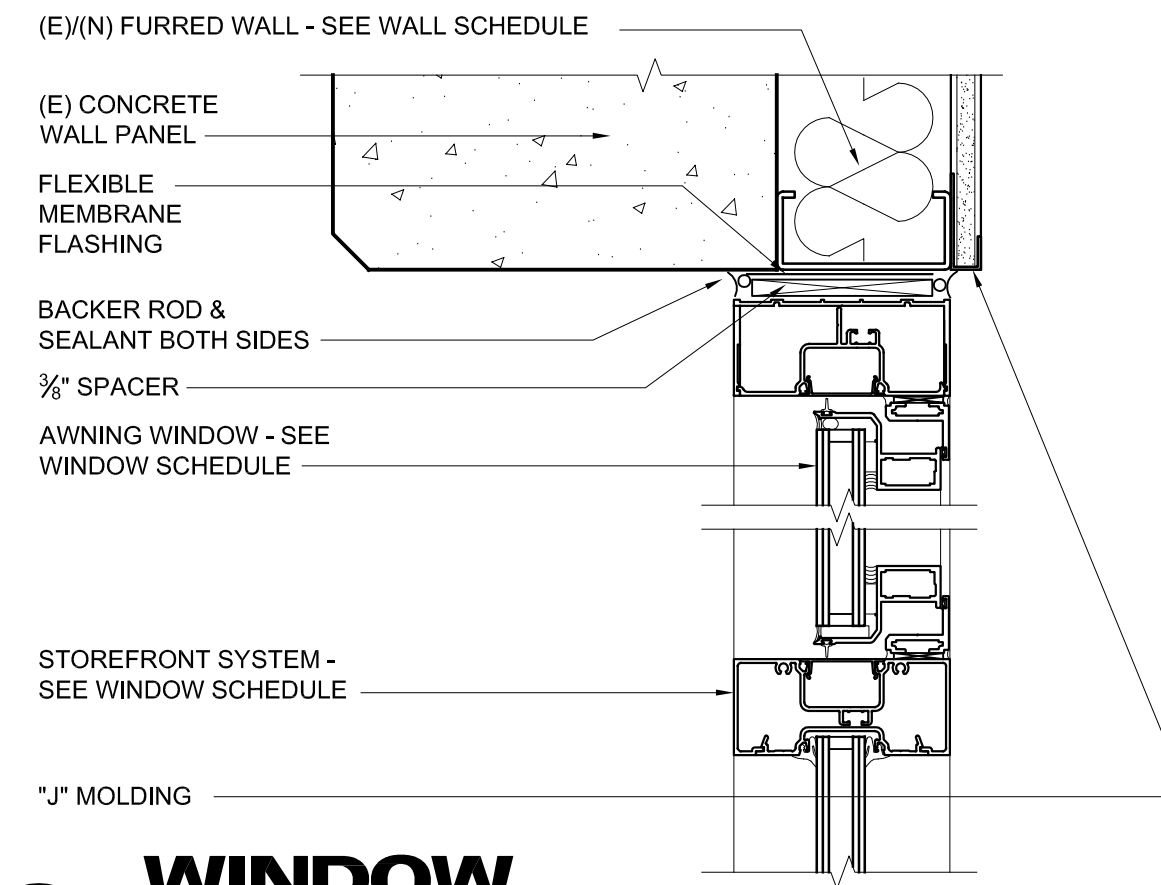
**10 WINDOW JAMB @ WAREHOUSE**  
SCALE: 3" = 1'-0"



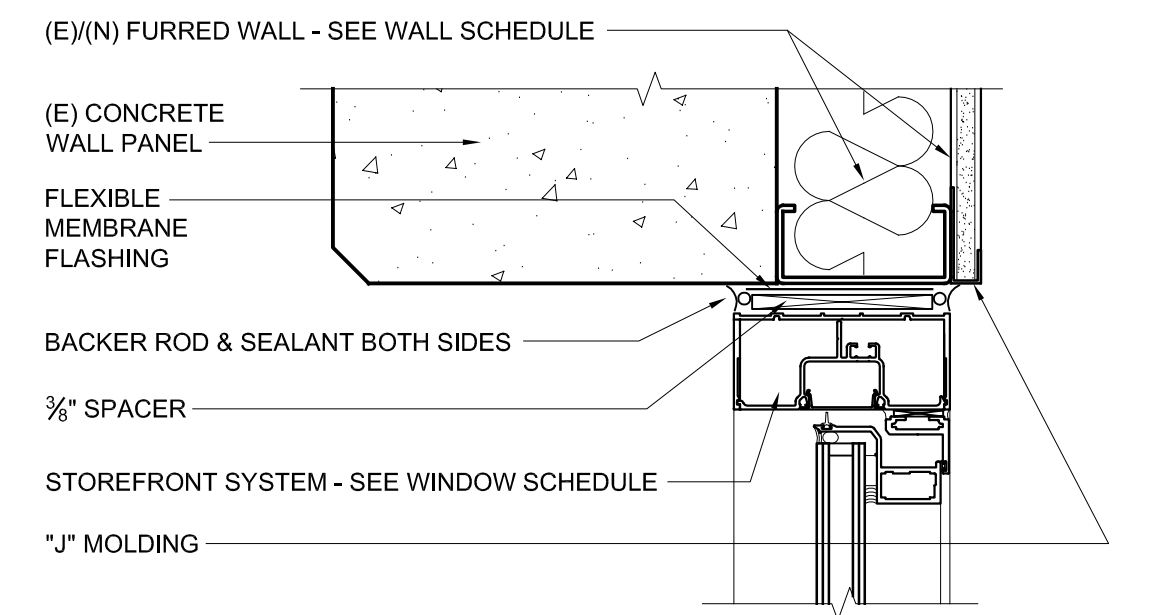
**11 STOREFRONT MULLION**  
SCALE: 3" = 1'-0"



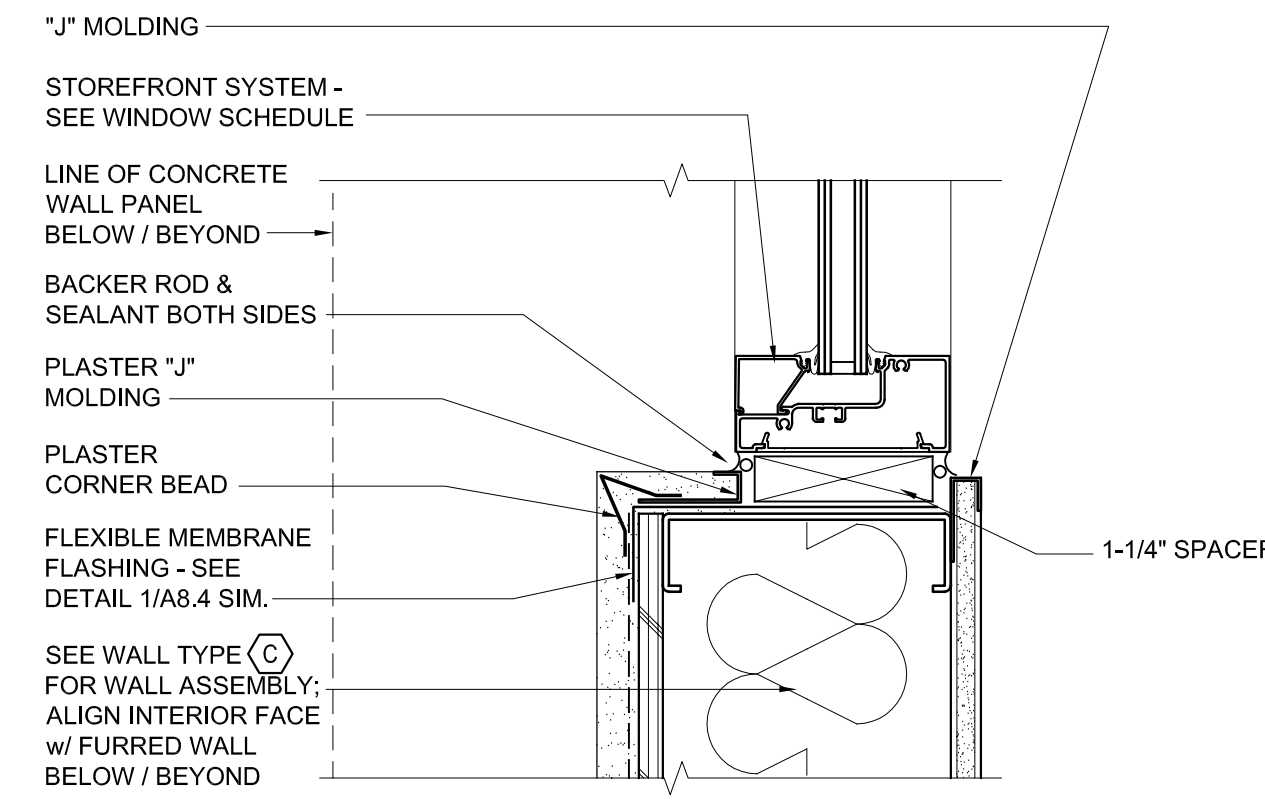
**12 TYPICAL SILL @ 1st FLOOR**  
SCALE: 3" = 1'-0"



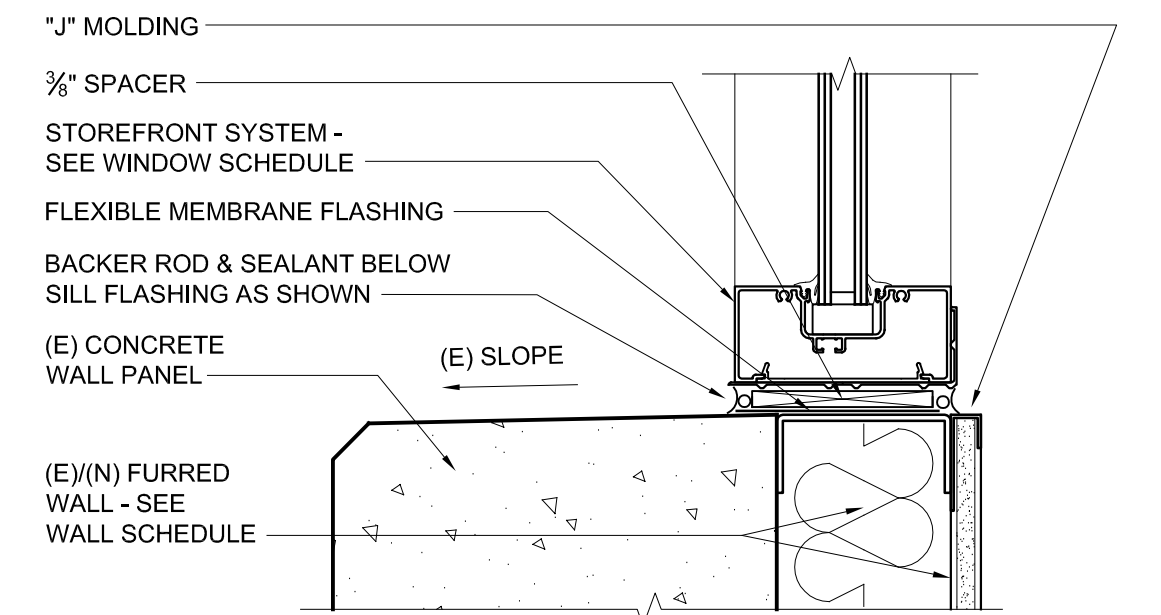
**5 WINDOW HEAD @ FURRED WALL**  
SCALE: 3" = 1'-0"



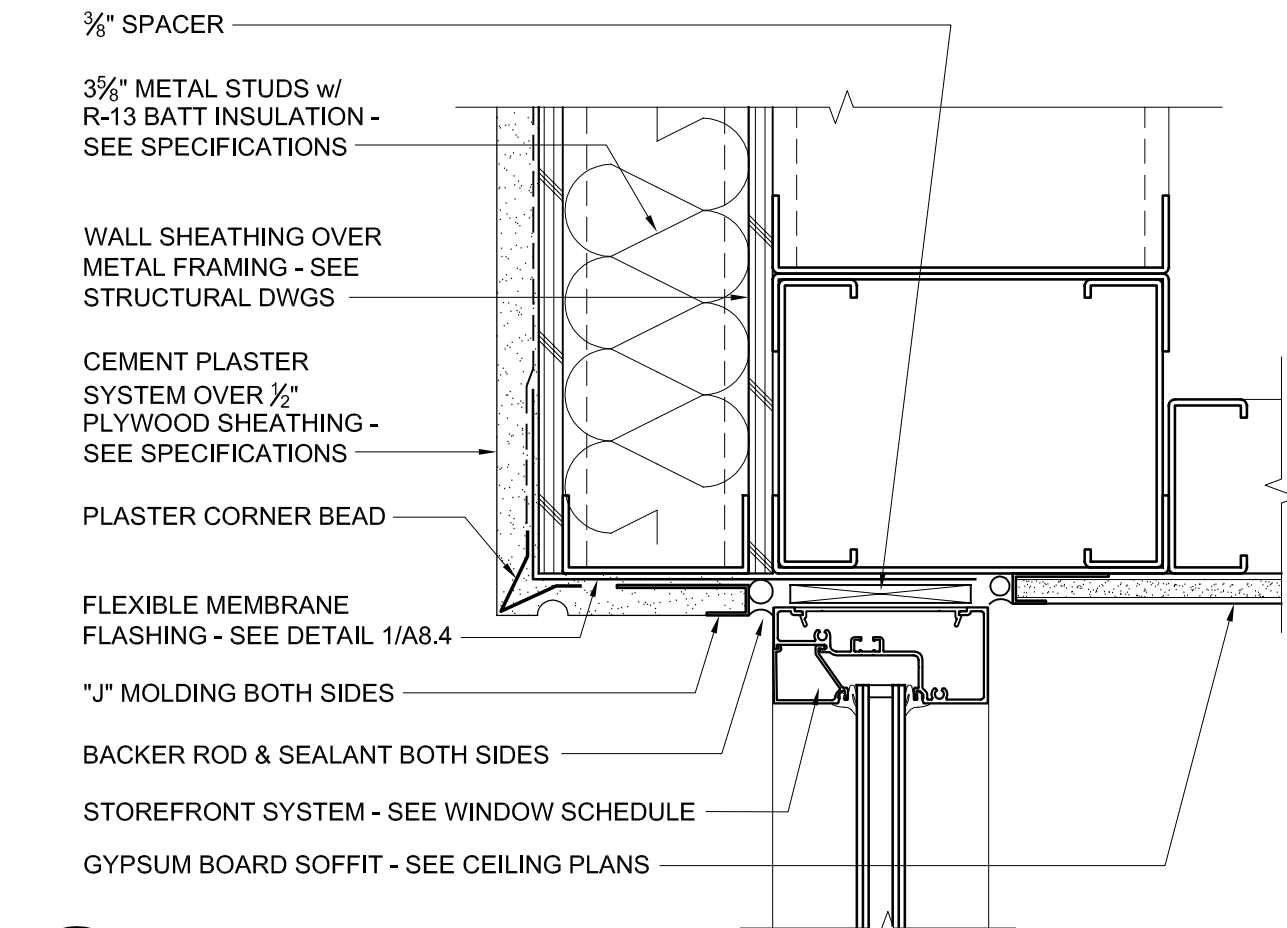
**6 WINDOW JAMB @ FURRED WALL**  
SCALE: 3" = 1'-0"



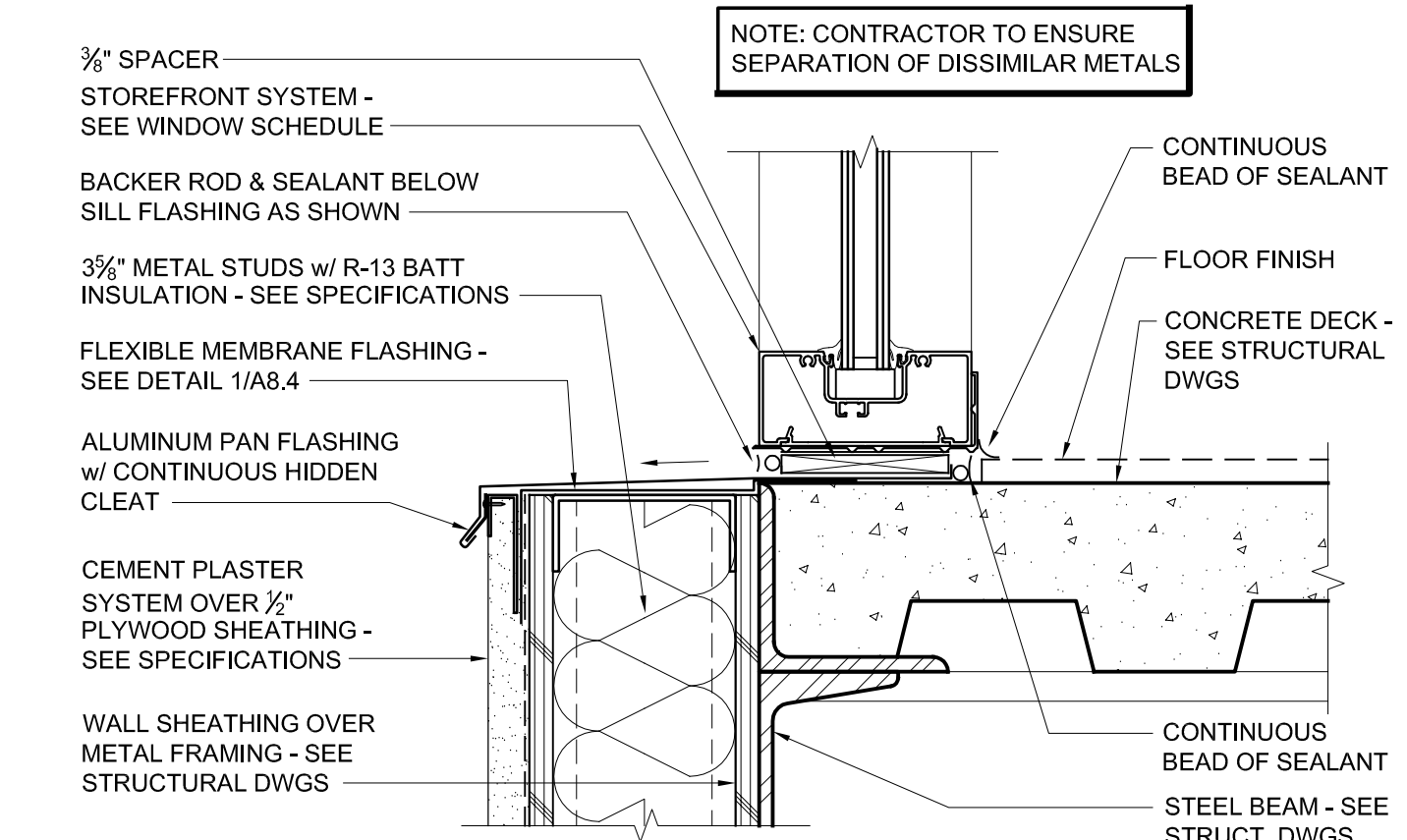
**7 WINDOW JAMB @ FRAMED WALL**  
SCALE: 3" = 1'-0"



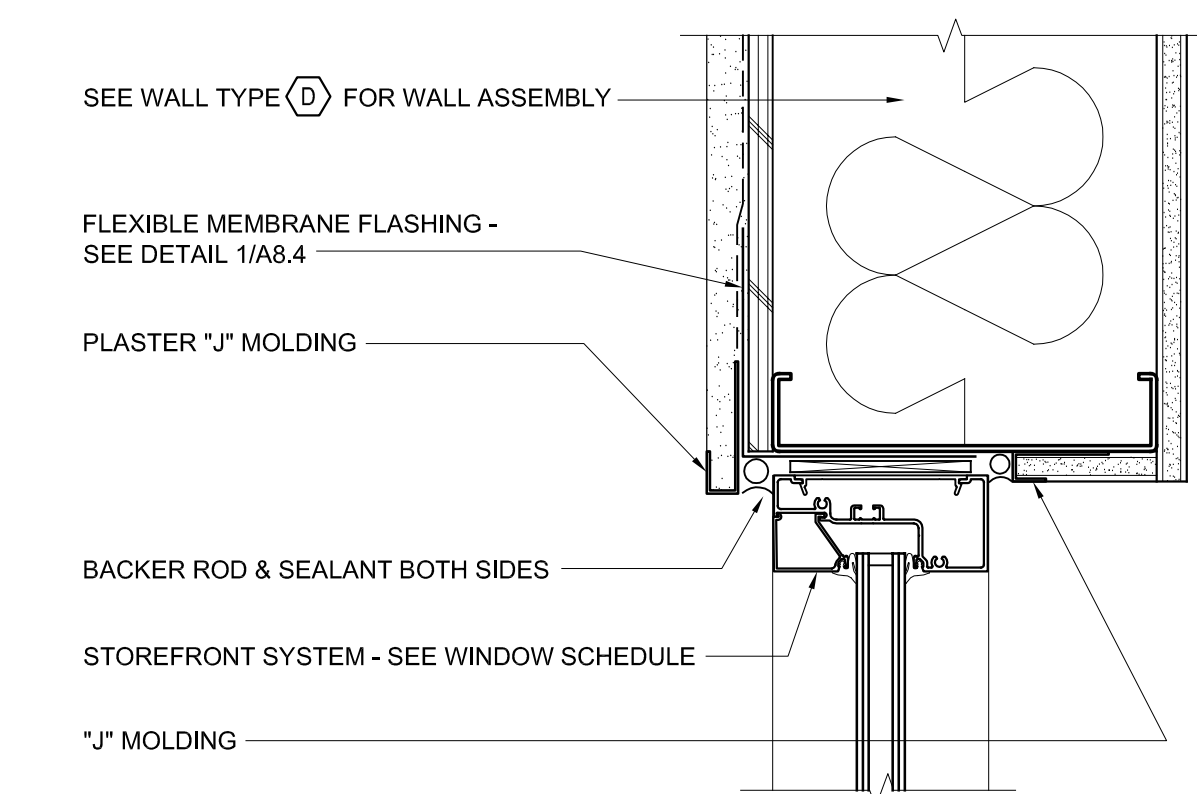
**8 WINDOW SILL @ FURRED WALL**  
SCALE: 3" = 1'-0"



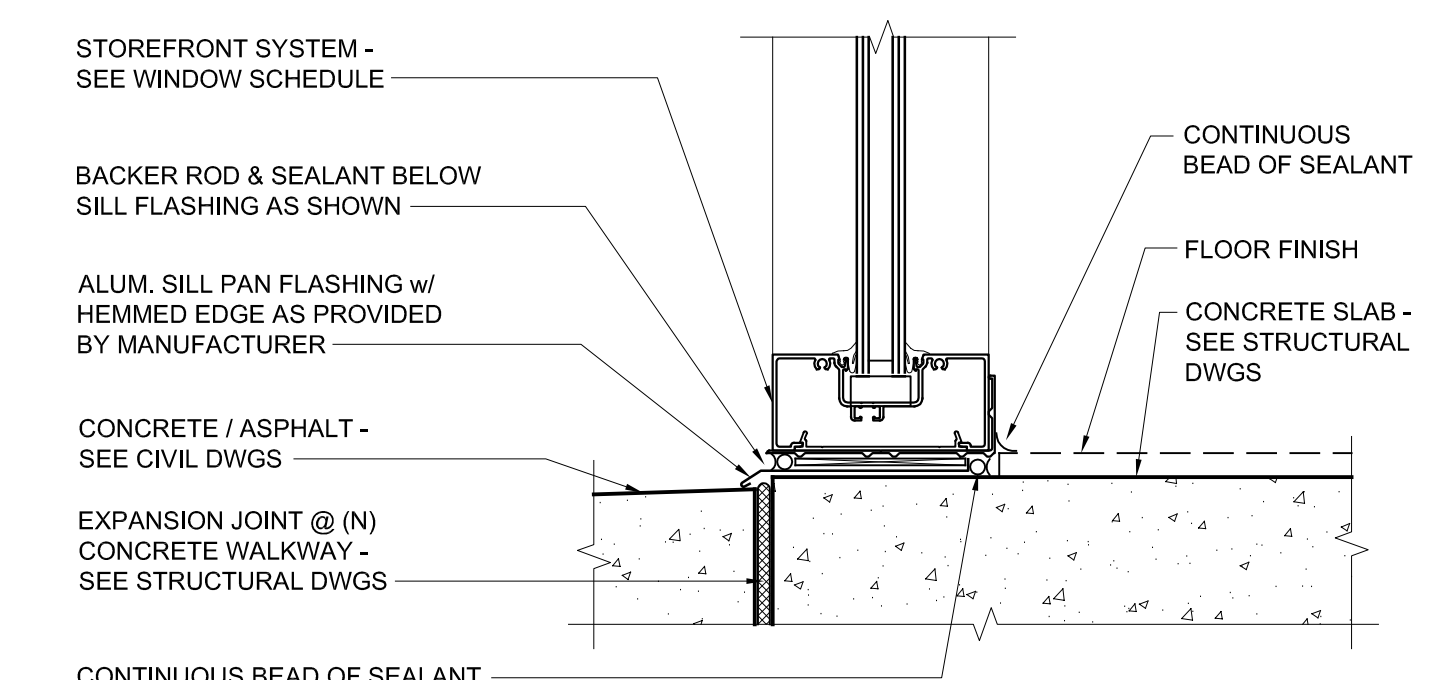
**1 WINDOW HEAD @ LOBBY**  
SCALE: 3" = 1'-0"



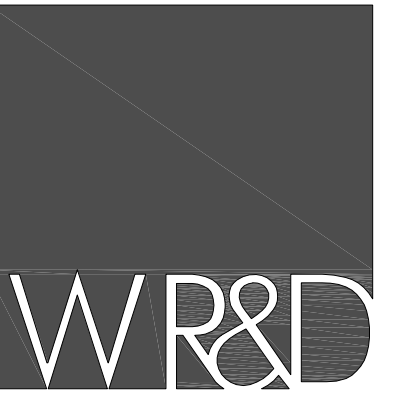
**2 SILL @ 2nd FLOOR LOBBY**  
SCALE: 3" = 1'-0"



**3 WINDOW JAMB @ LOBBY**  
SCALE: 3" = 1'-0"



**4 SILL @ 1st FLOOR LOBBY**  
SCALE: 3" = 1'-0"



**WALD RUHNKE & DOST ARCHITECTS LLP**

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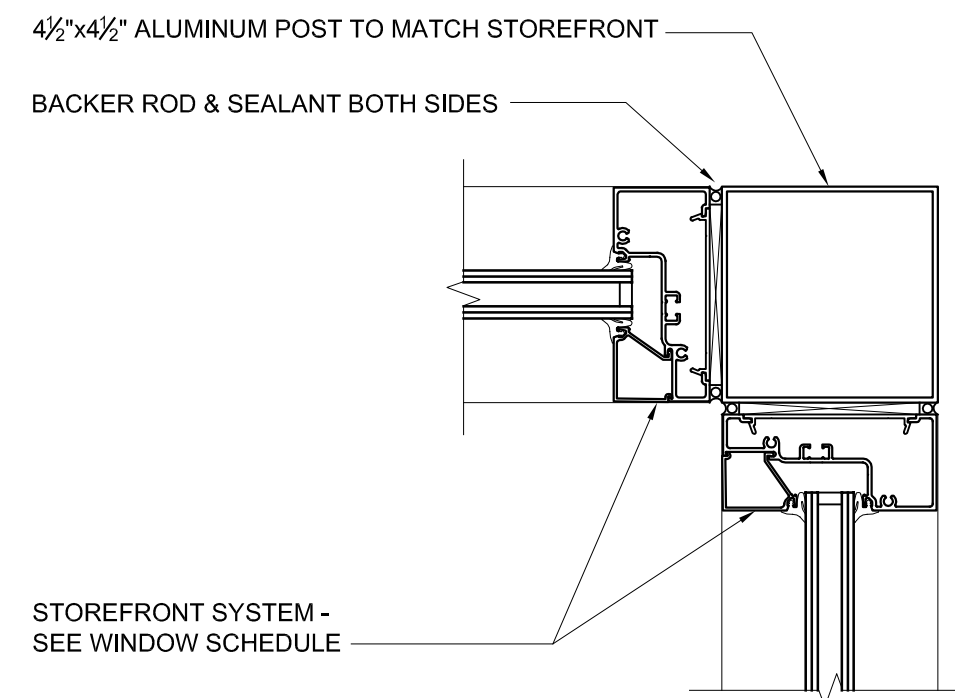
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95% BUILDING SUBMITTAL 1/20/2009  
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SHEET NAME:  
**DOOR AND WINDOW DETAILS**

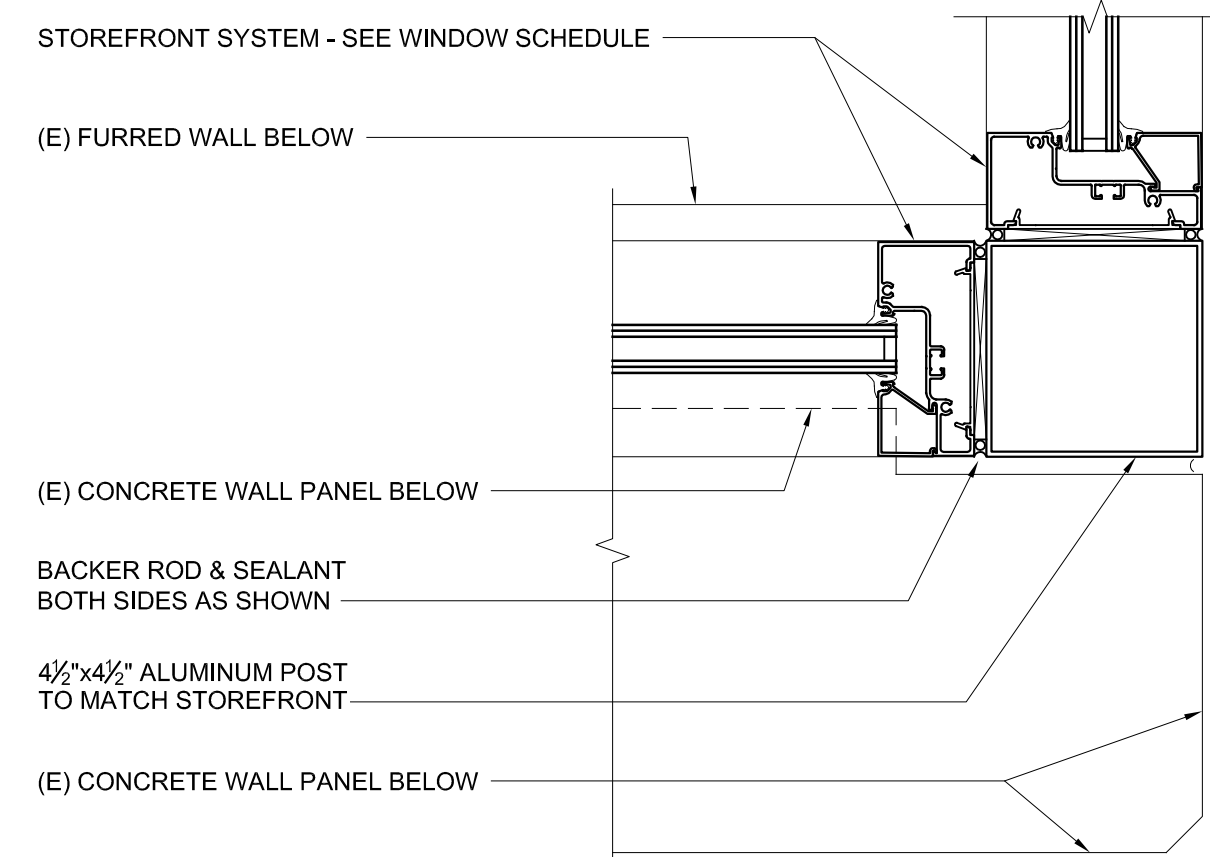
SHEET NO.:

**A8.3**

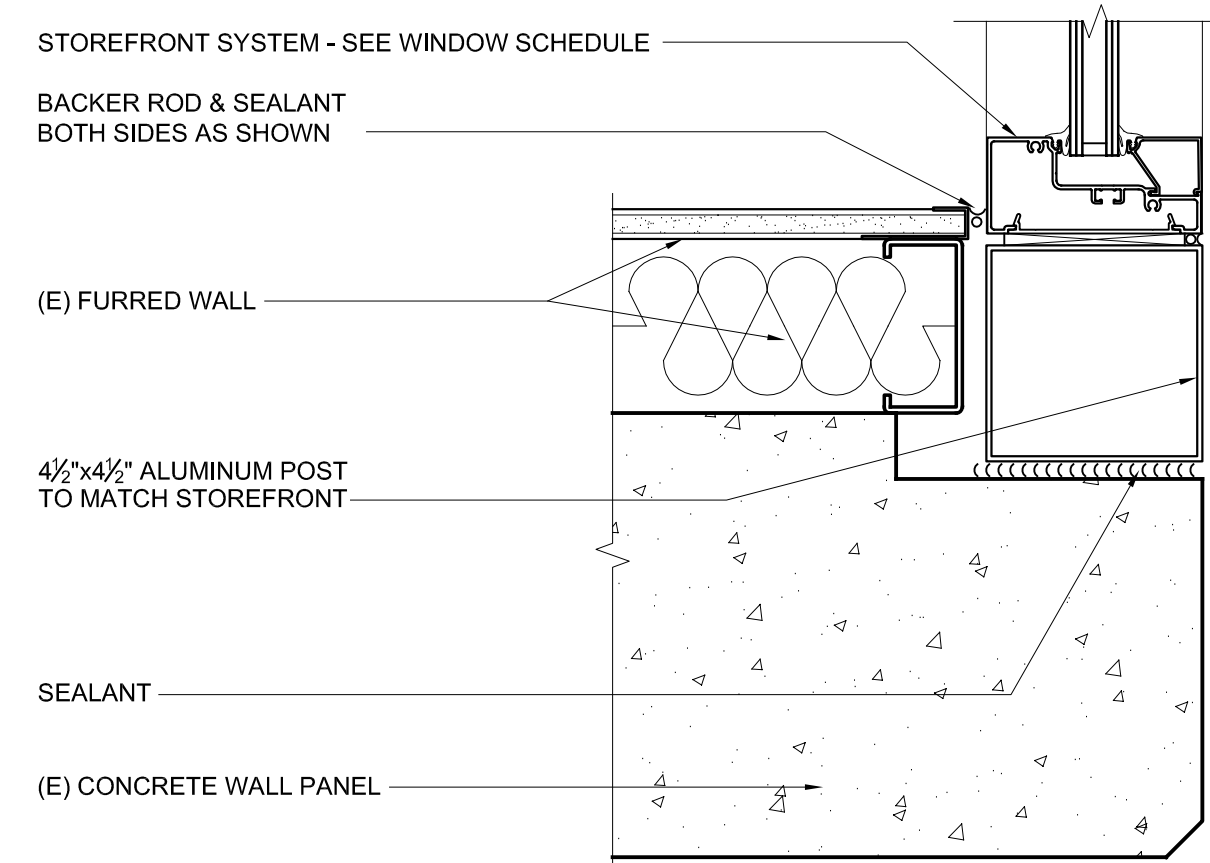
FILE NAME: 08192-A83



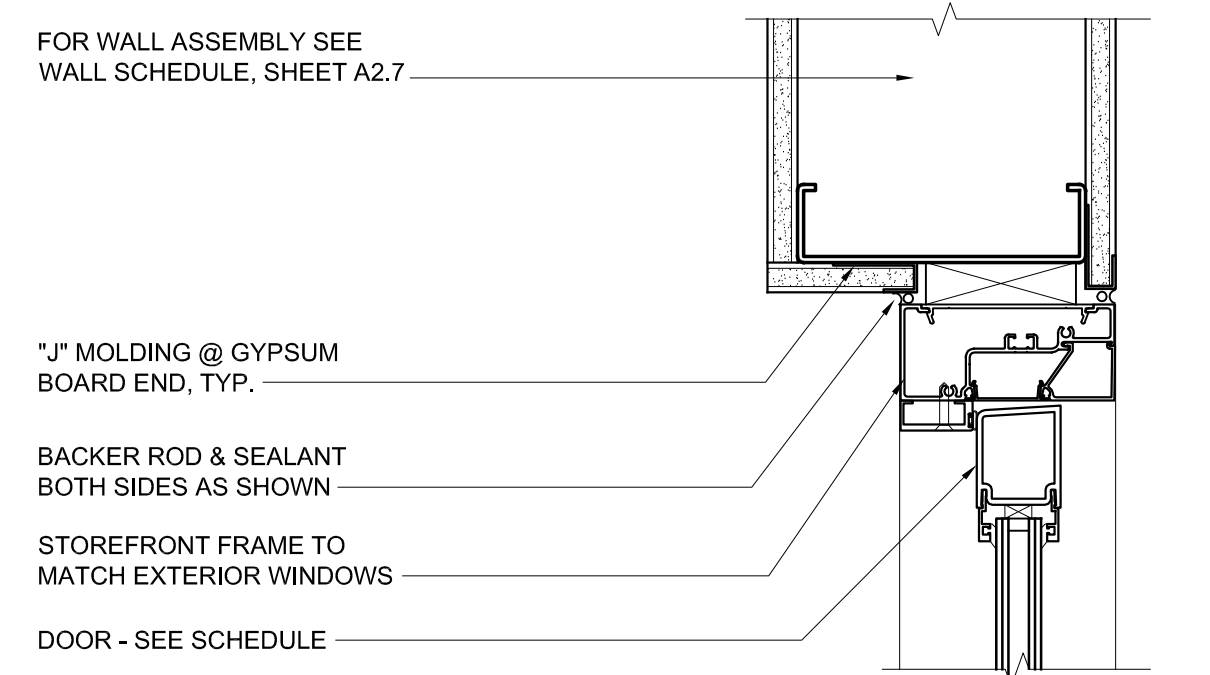
**13 INSIDE CORNER MULLION**  
SCALE: 3" = 1'-0"



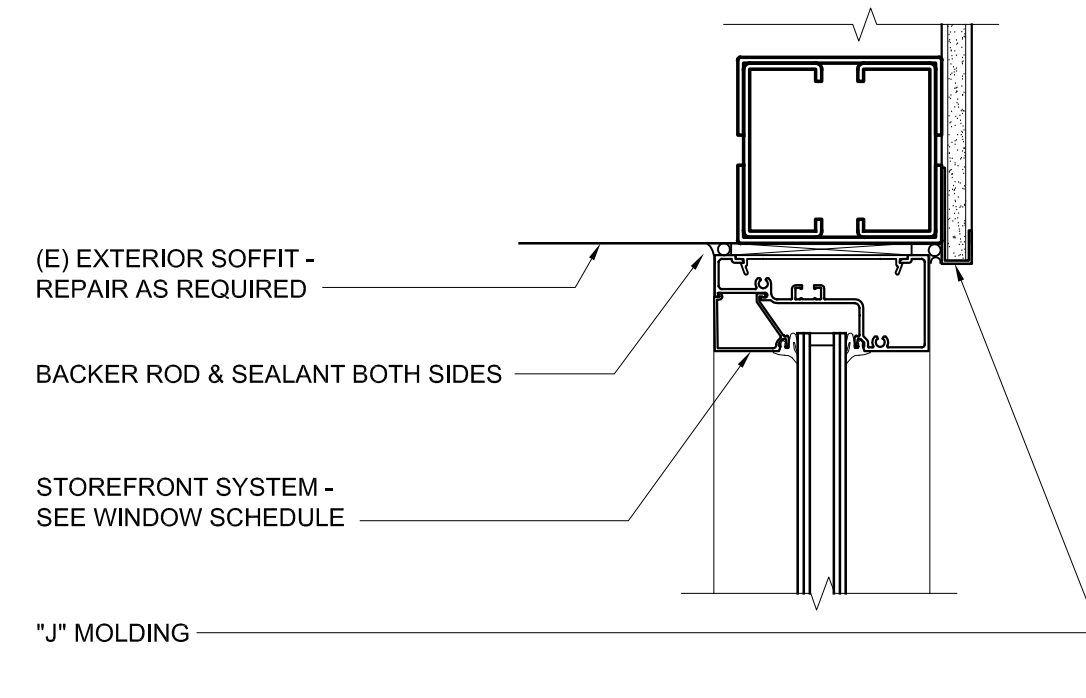
**14 CORNER MULL. ABOVE SILL**  
SCALE: 3" = 1'-0"



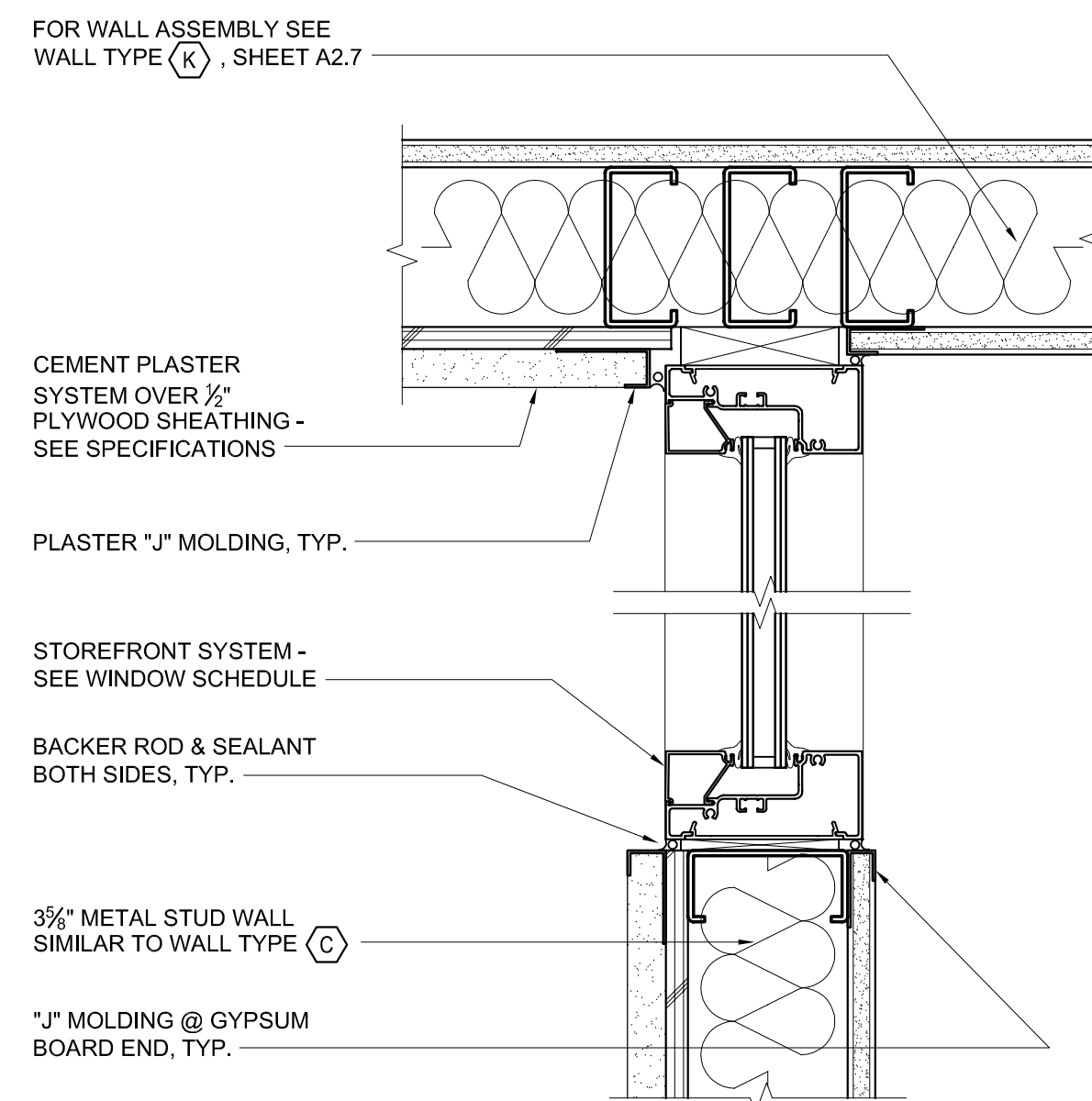
**15 CORNER MULL. BELOW SILL**  
SCALE: 3" = 1'-0"



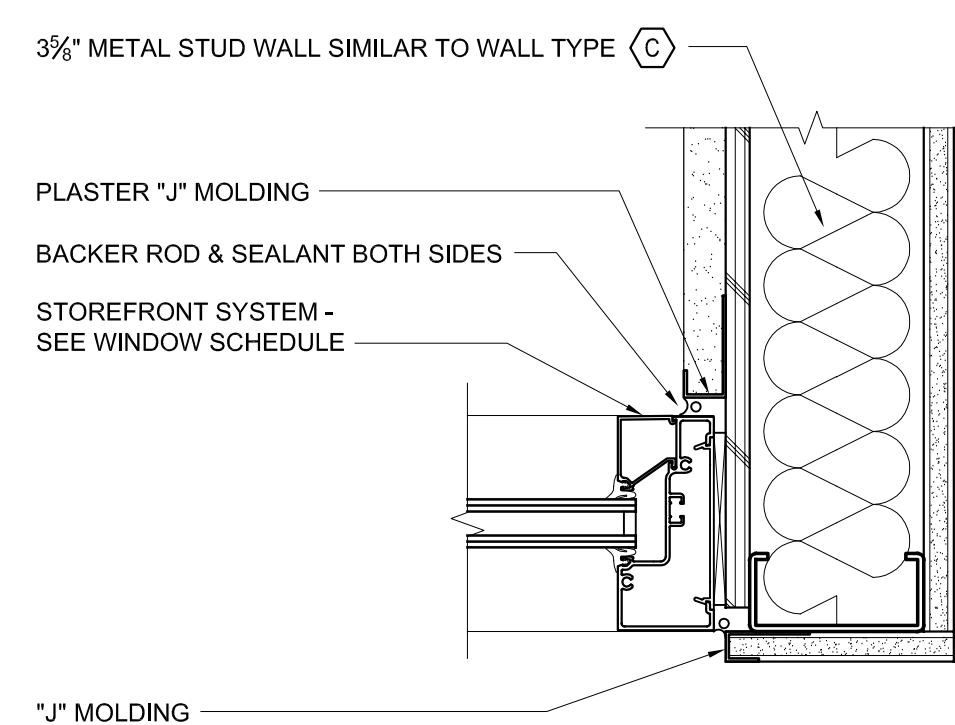
**16 INTERIOR DOOR HEAD/JAMB @ 1st FLOOR LOBBY**  
SCALE: 3" = 1'-0"



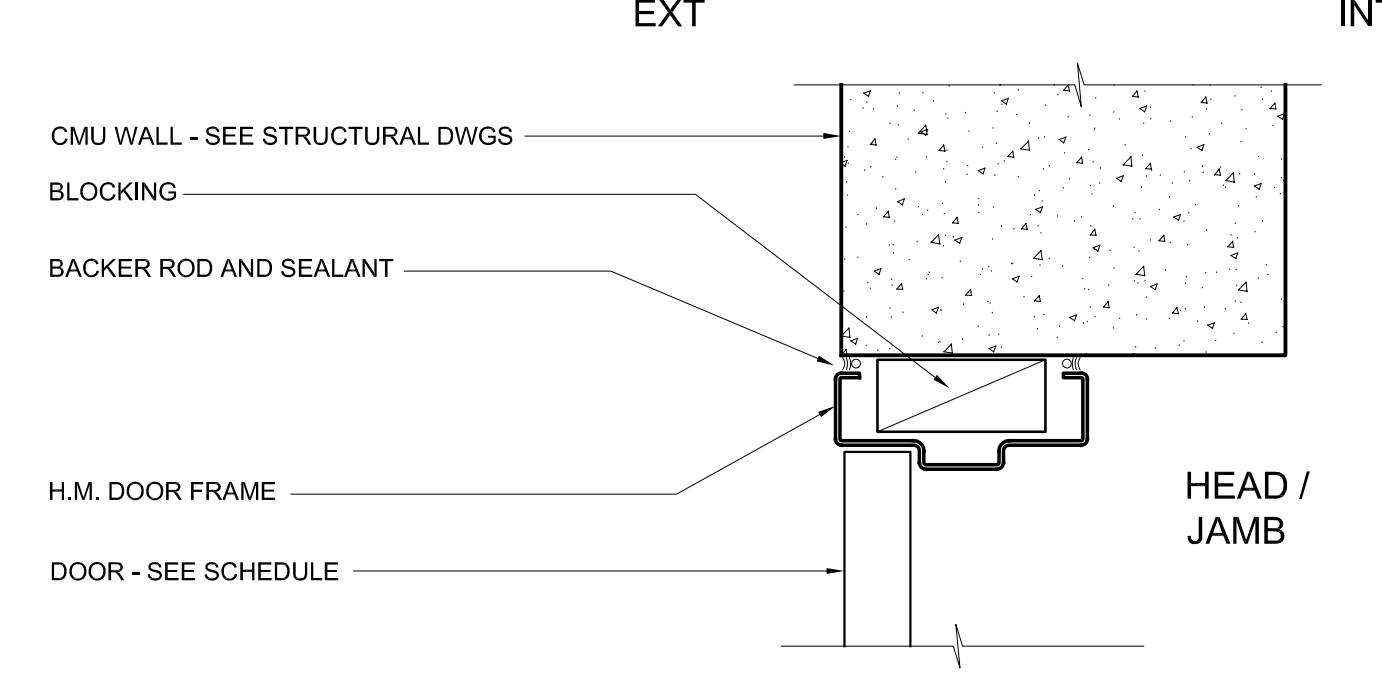
**9 SOFFIT @ ALCOVE**  
SCALE: 3" = 1'-0"



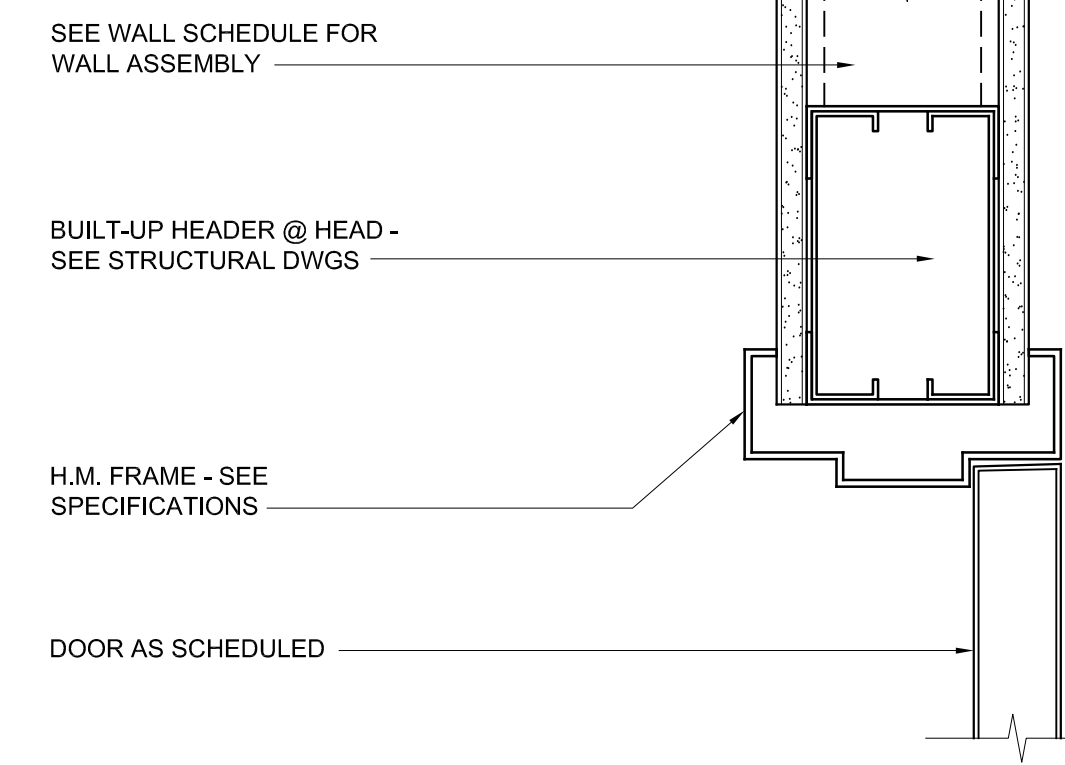
**11 WINDOW JAMB @ ALCOVE**  
SCALE: 3" = 1'-0"



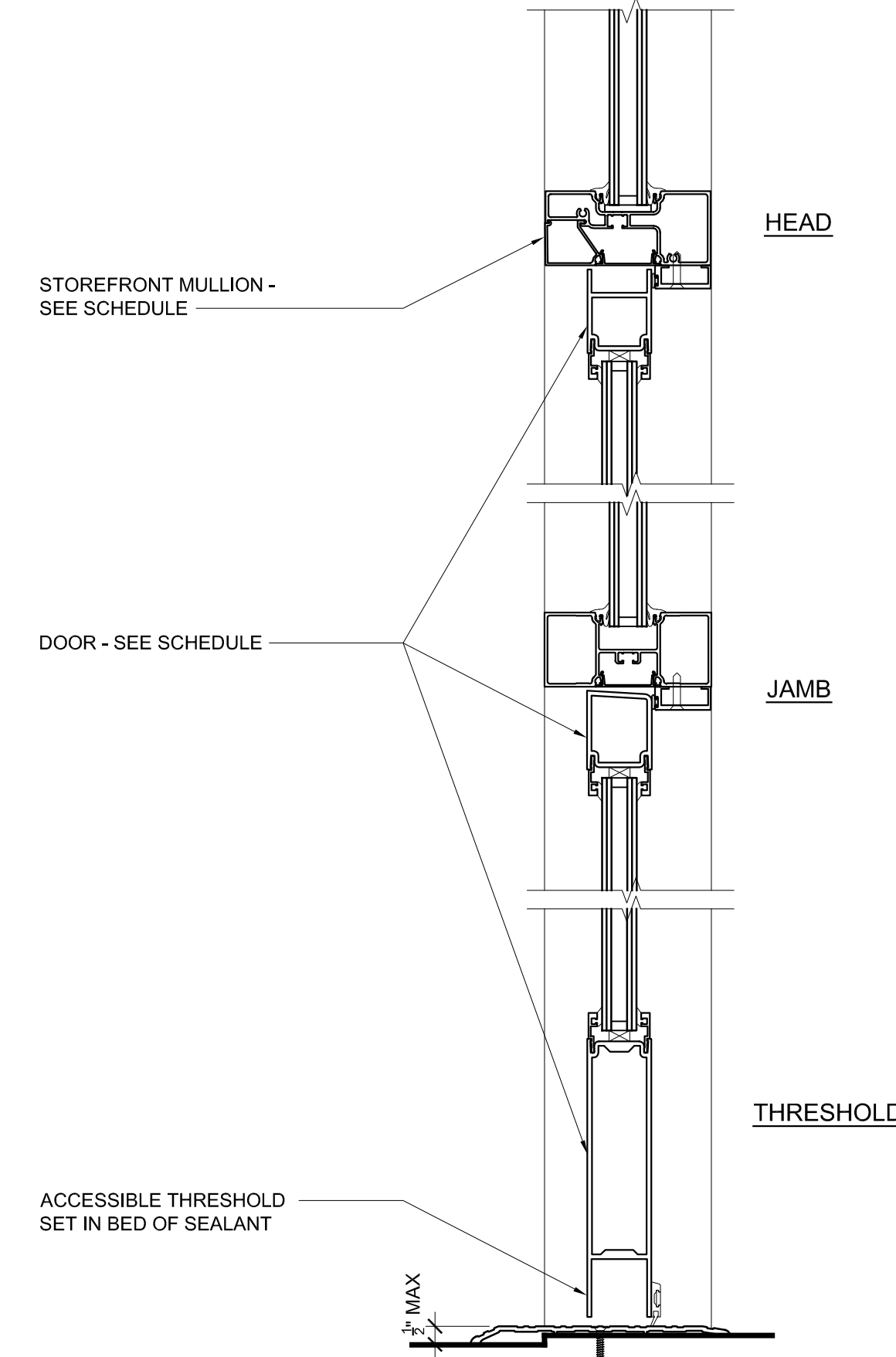
**12 INSIDE CORNER @ WALL**  
SCALE: 3" = 1'-0"



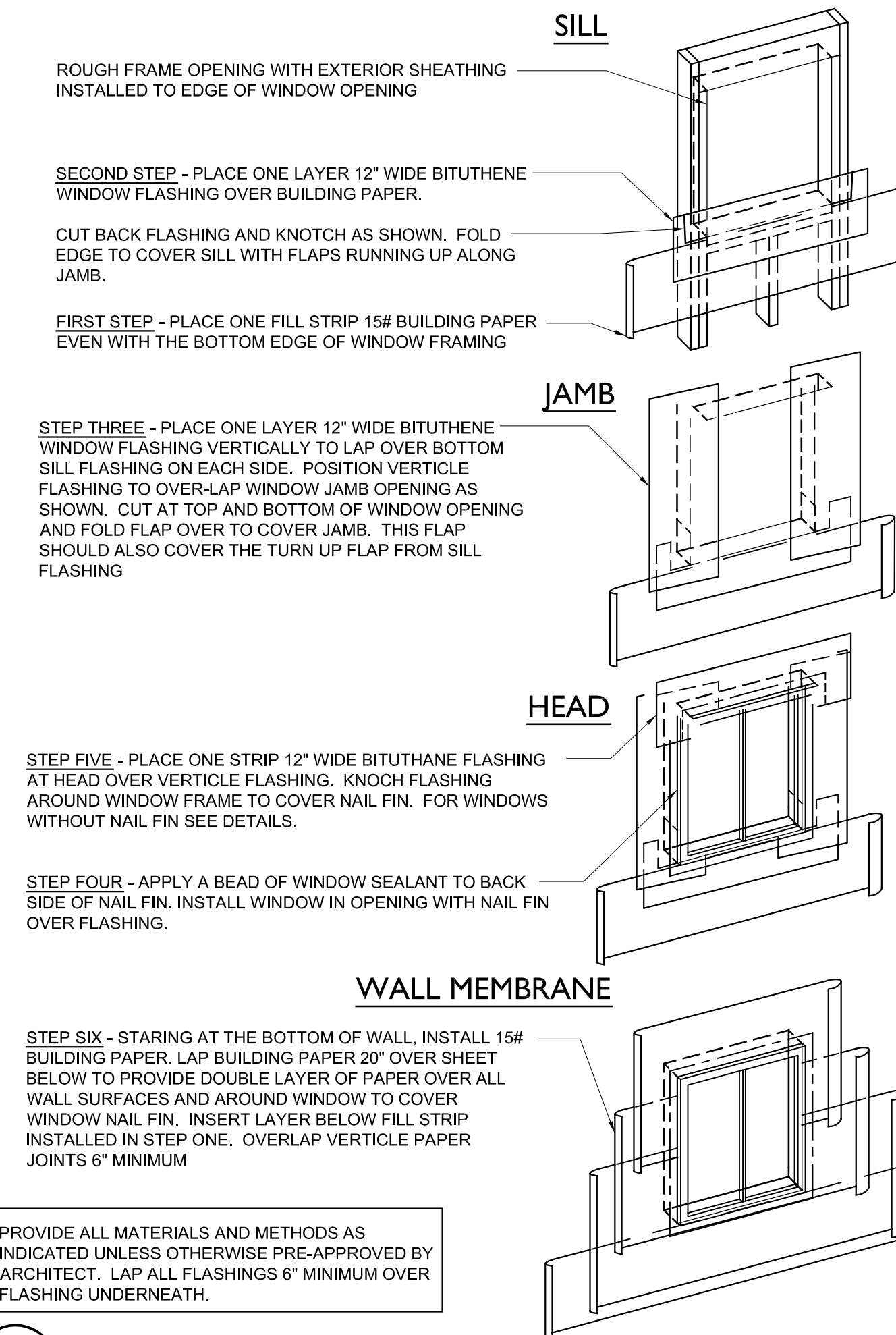
**5 DOOR @ CONCRETE WALL**  
SCALE: 3" = 1'-0"



**6 HM DOOR HEAD (JAMB SIM)**  
SCALE: 3" = 1'-0"

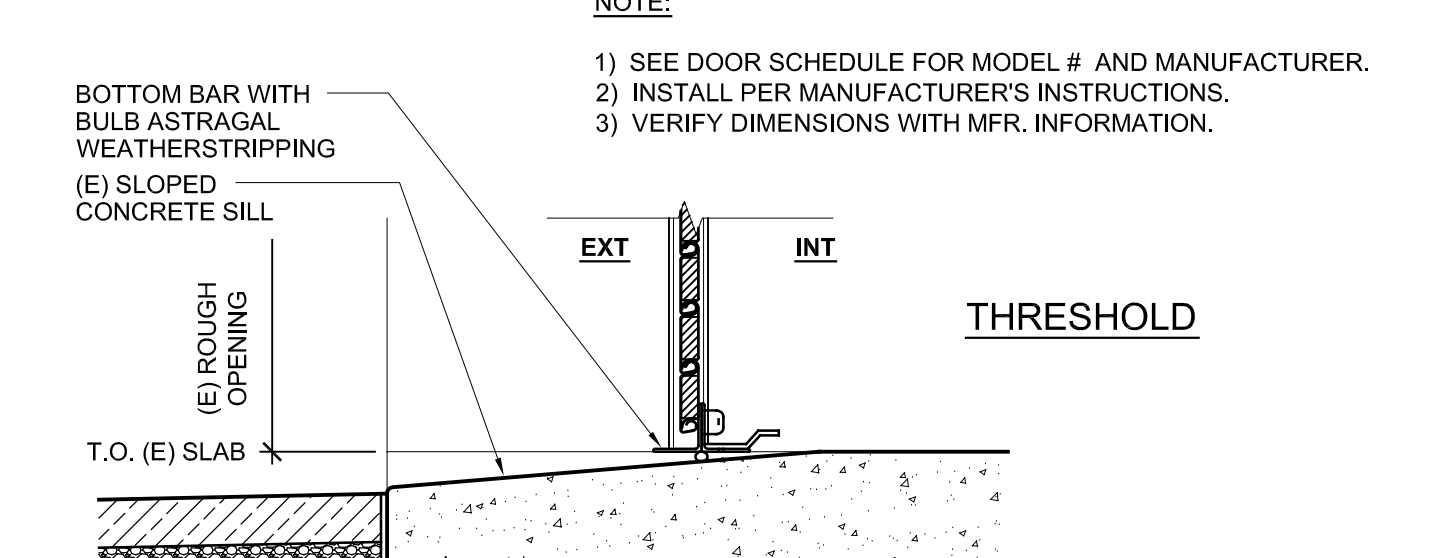
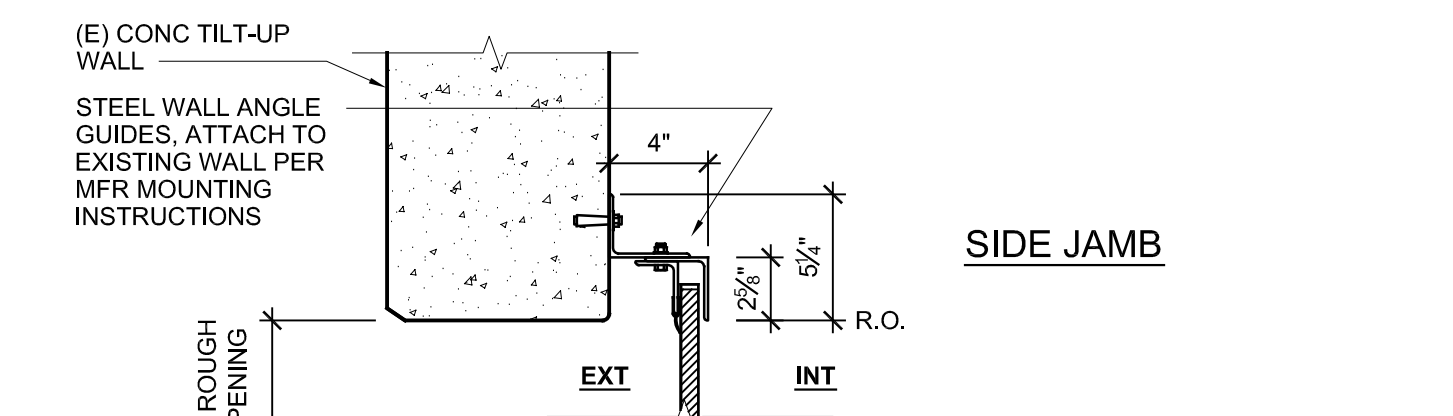
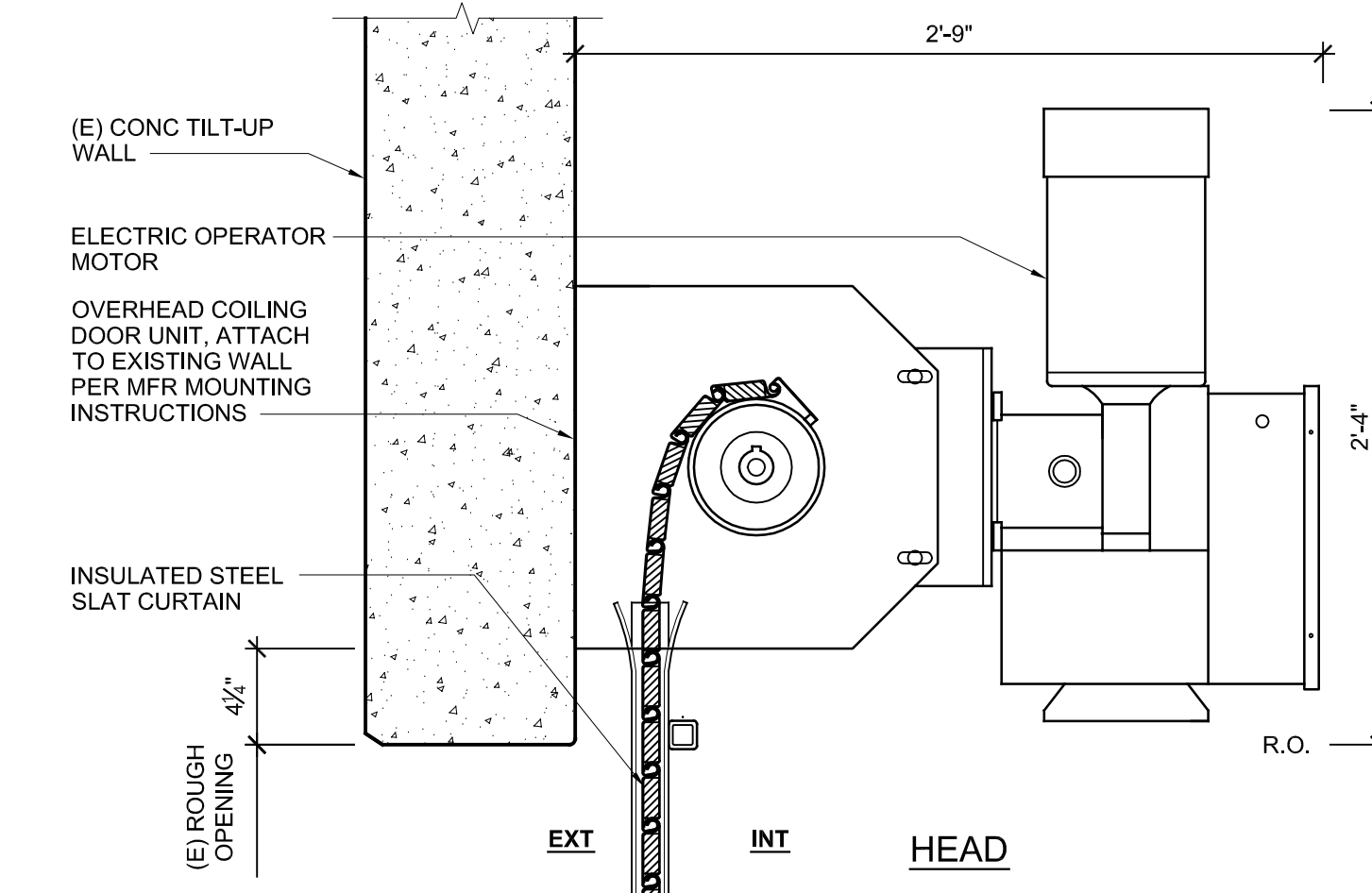


**8 STOREFRONT DOOR**  
SCALE: 3" = 1'-0"

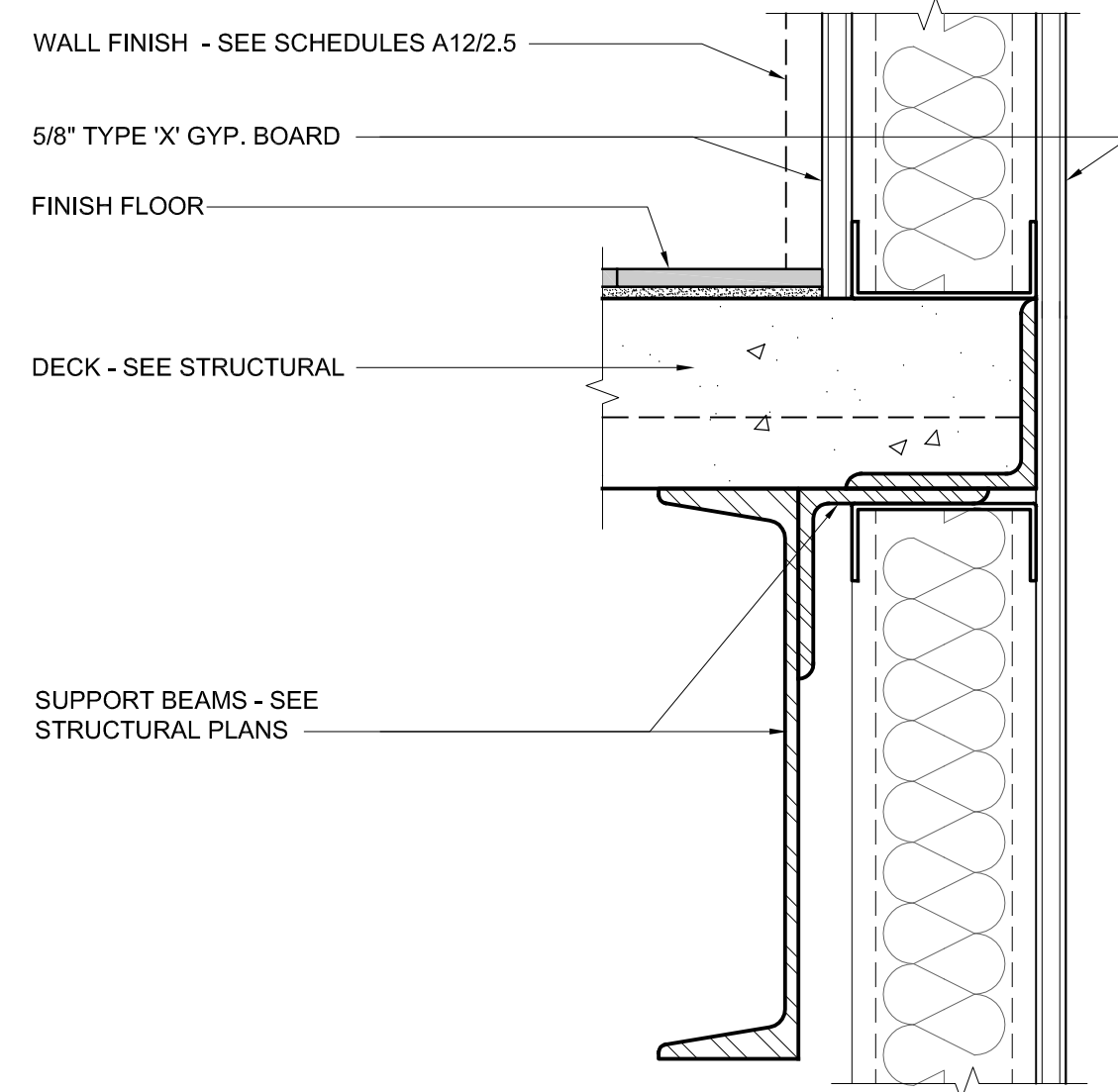


PROVIDE ALL MATERIALS AND METHODS AS INDICATED UNLESS OTHERWISE PRE-APPROVED BY ARCHITECT. LAP ALL FLASHINGS 6" MINIMUM OVER FLASHING UNDERNEATH.

**1 TYPICAL WINDOW FLASHING**  
SCALE: NONE

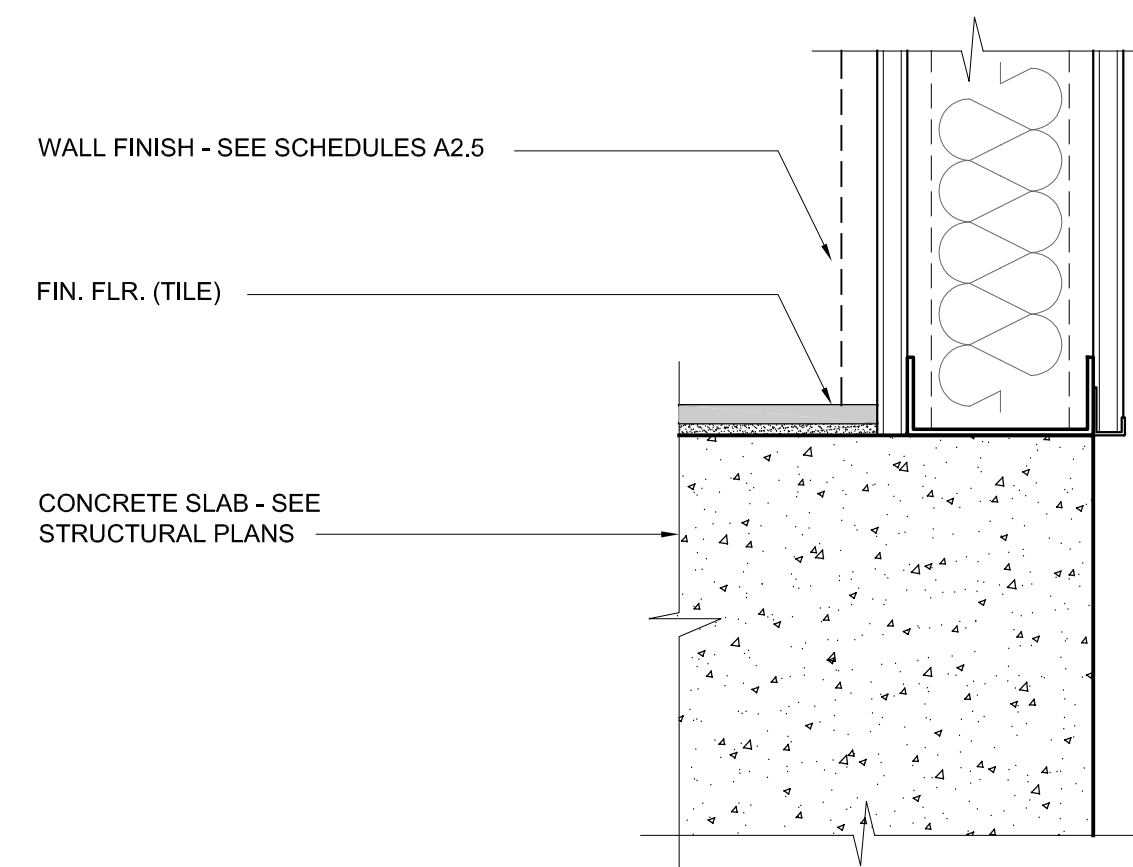


**4 OVERHEAD COILING DOOR**  
SCALE: 1-1/2" = 1'-0"



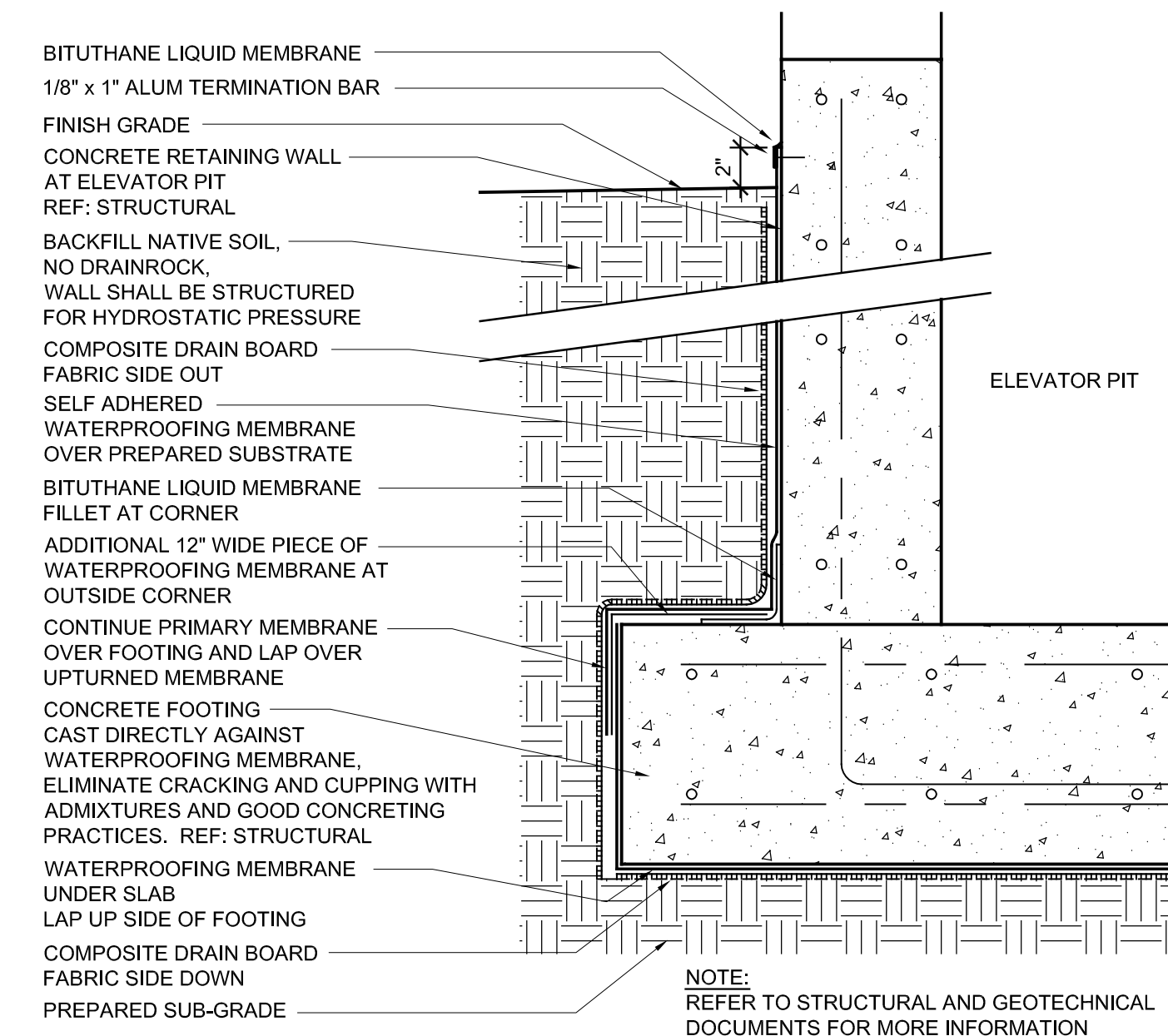
**10 HOISTWAY WALL @ 2ND FLOOR**

SCALE: 3" = 1'-0"



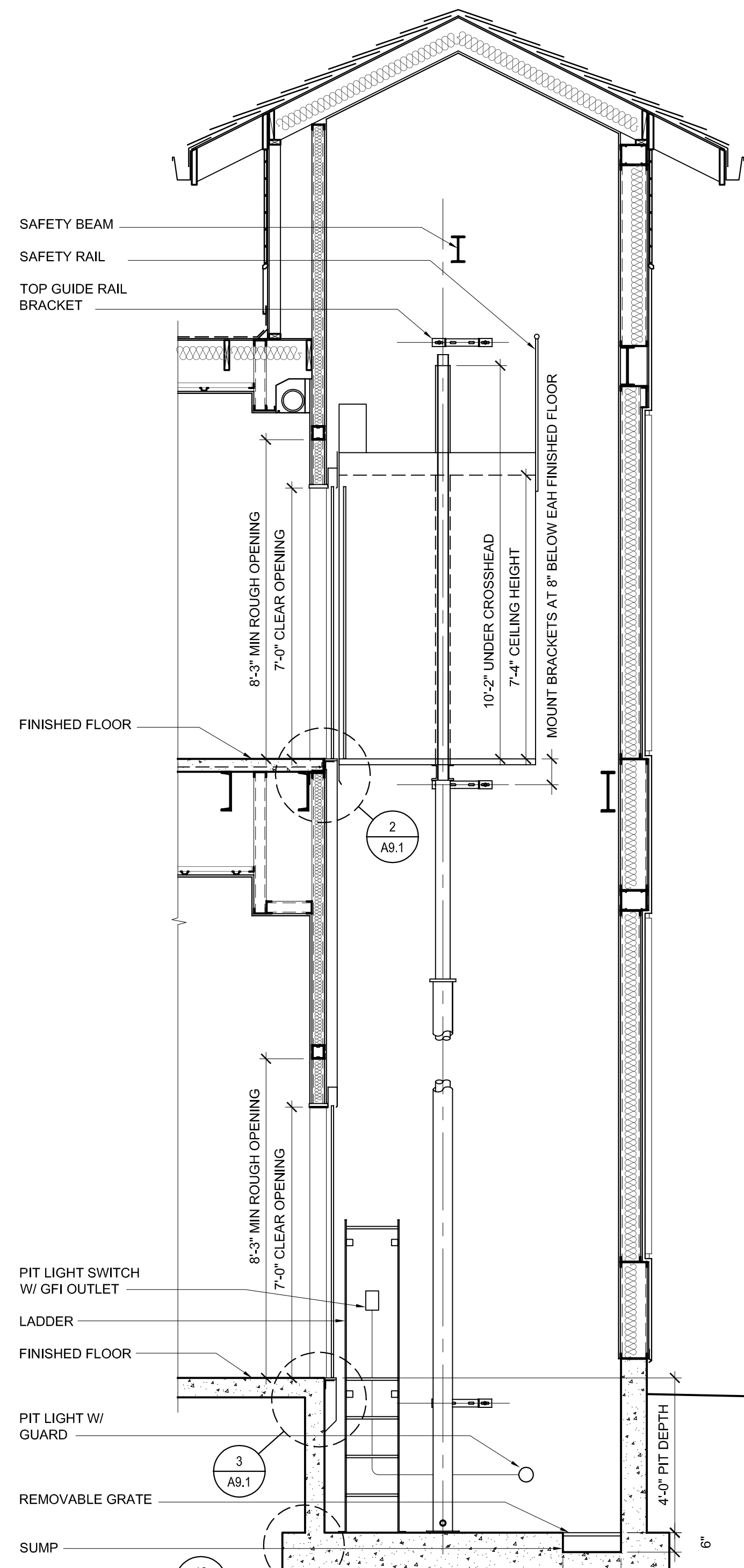
**11 HOISTWAY WALL @ 1ST FLOOR**

SCALE: 3" = 1'-0"



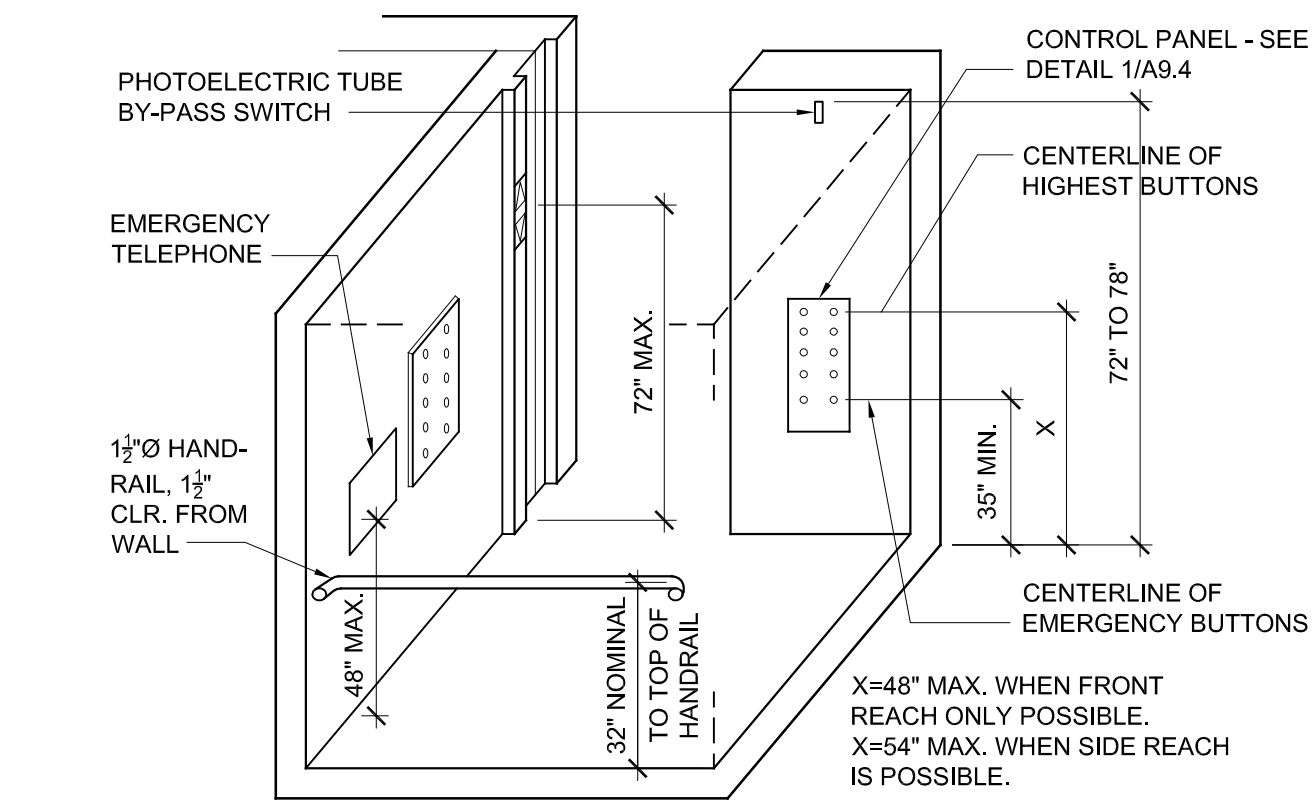
**12 CONCRETE RETAINING WALL AT ELEVATOR PIT**

SCALE: 1 1/2" = 1'-0"



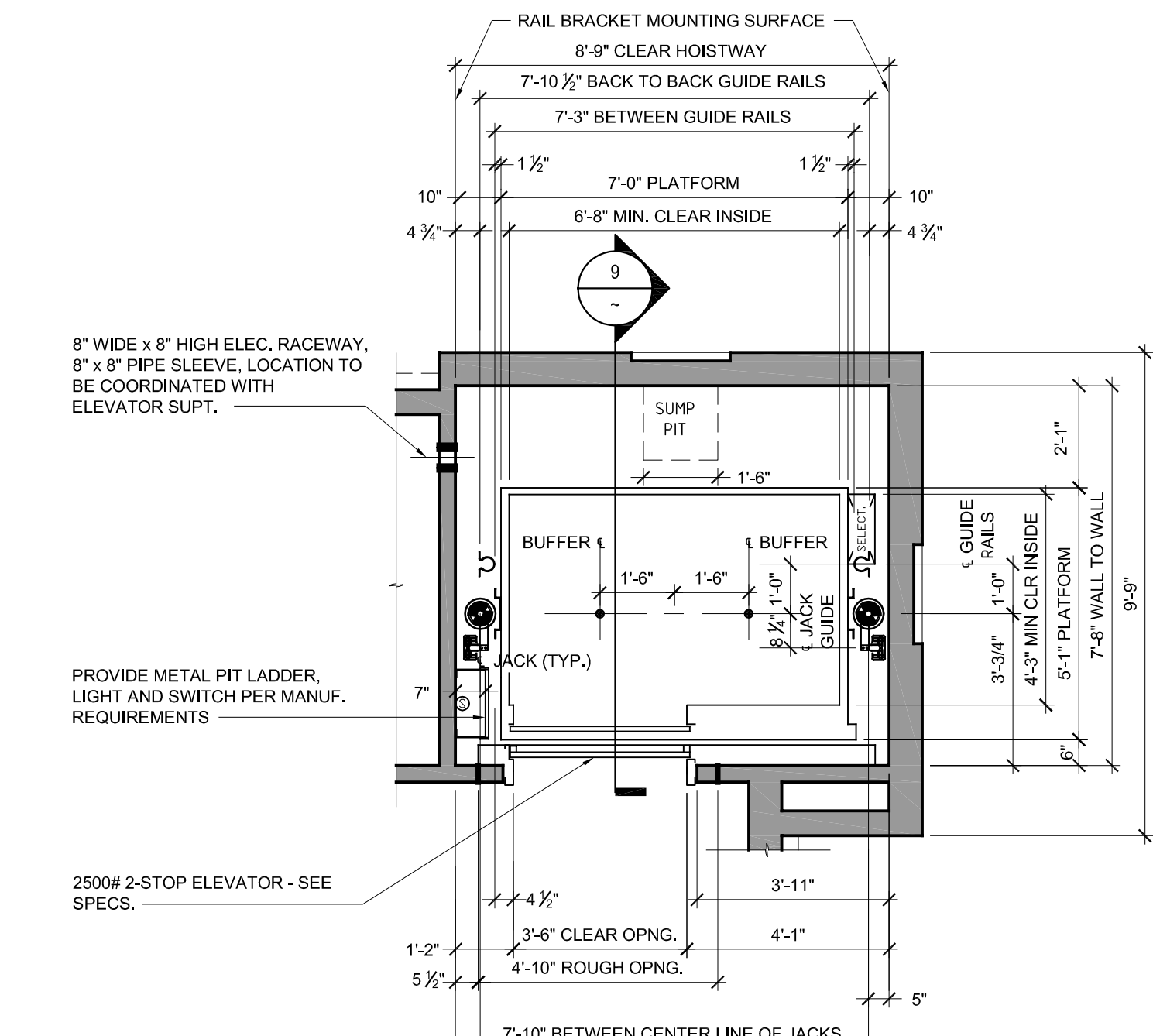
**9 ELEVATOR SECTION**

SCALE: 3/8" = 1'-0"



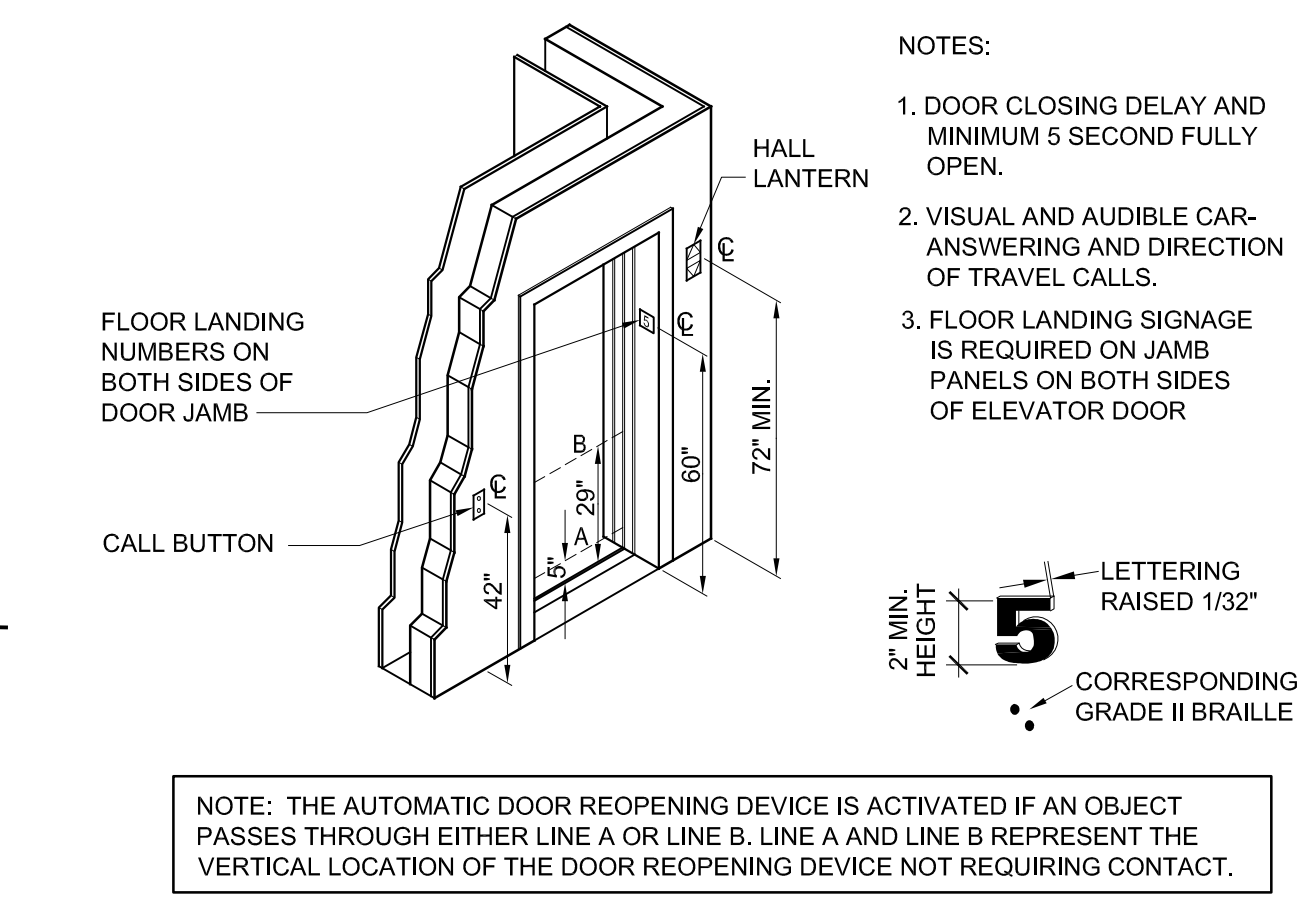
**4 ELEVATOR**

SCALE: N.T.S.



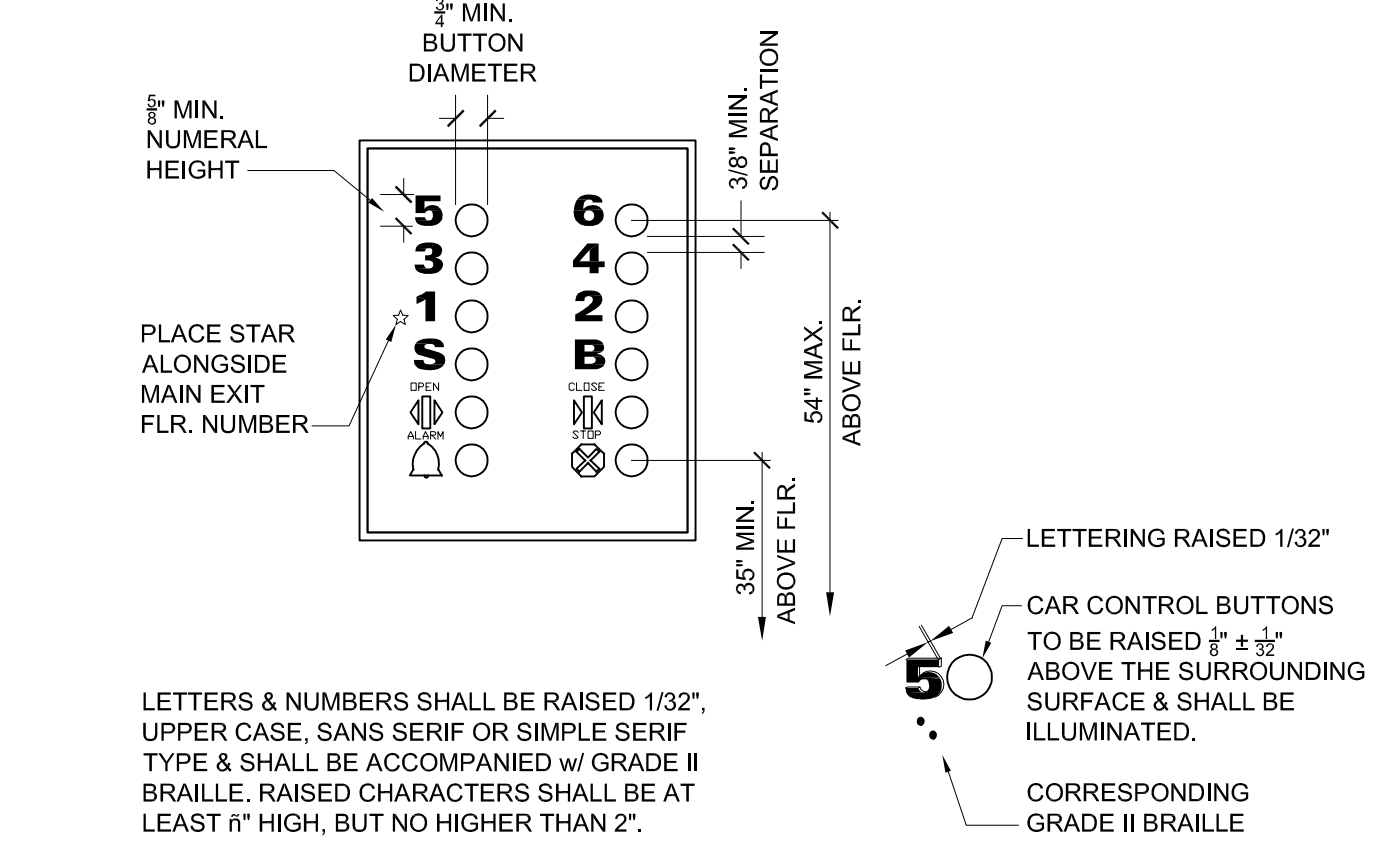
**5 ELEVATOR ENCLOSURE PLAN VIEW**

SCALE: 3/8" = 1'



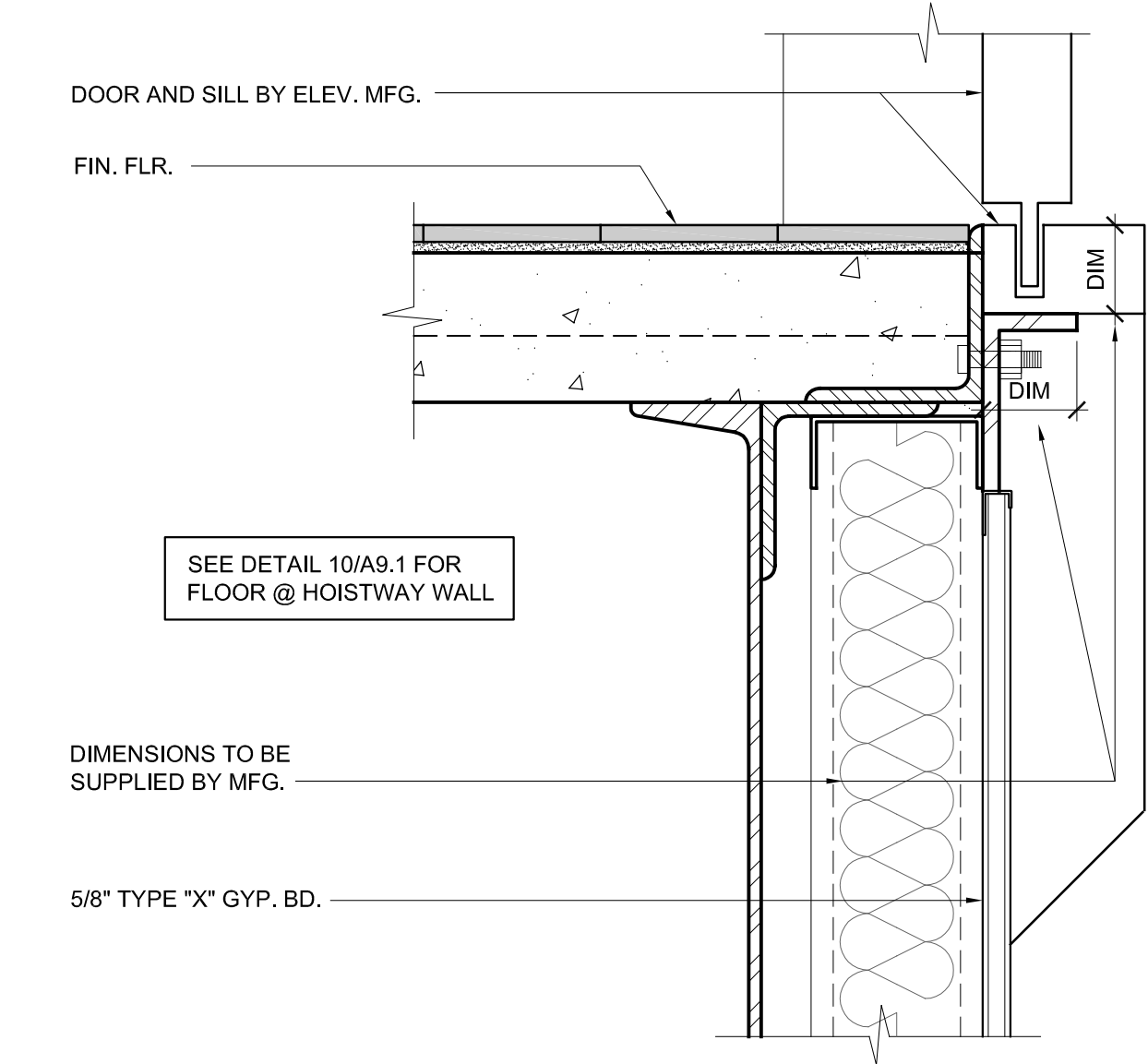
**6 TYP. FLOOR SIGNAGE / LANDING JAMBS**

SCALE: N.T.S.



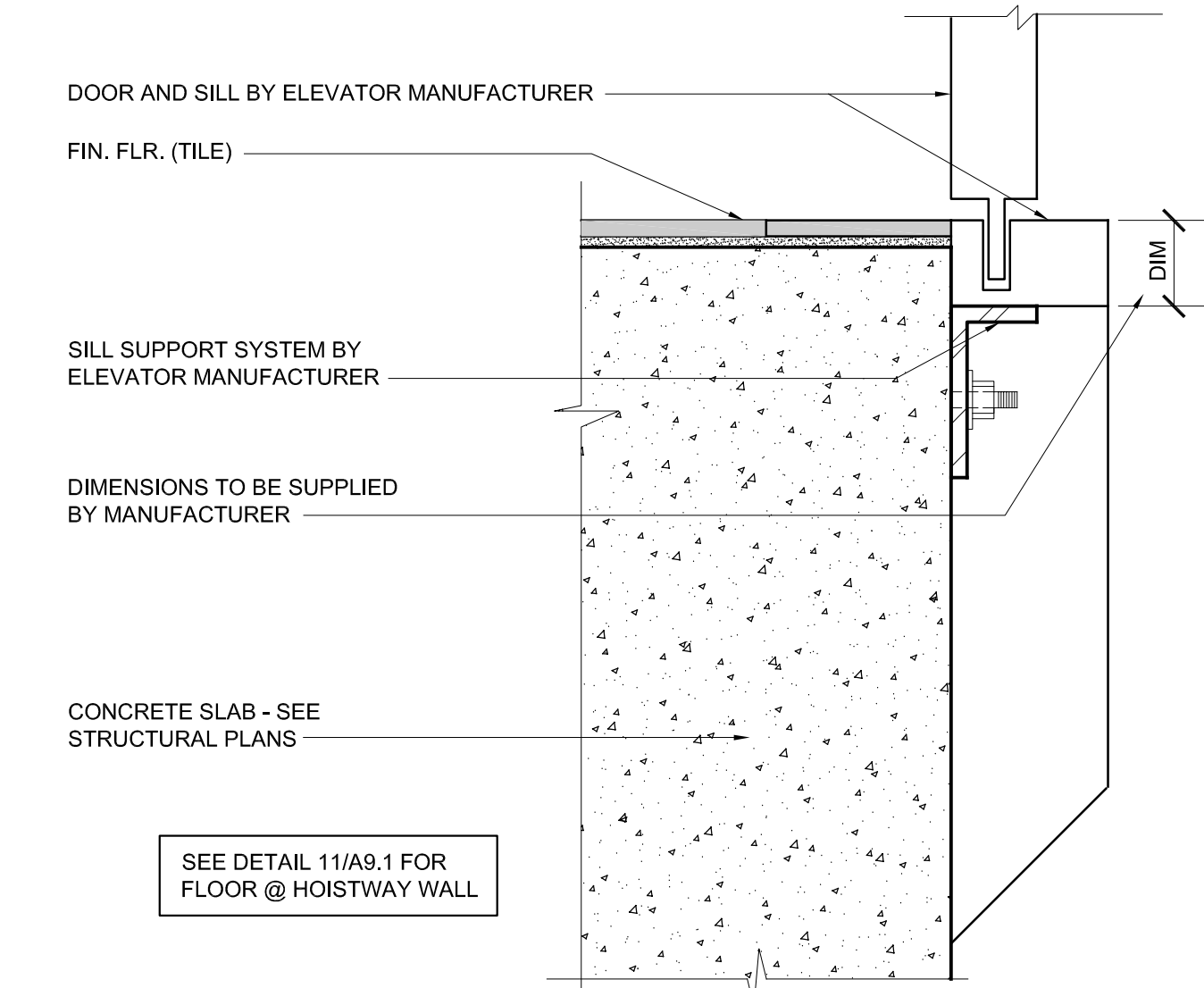
**1 ELEVATOR CONTROL PANEL**

SCALE: N.T.S.



**2 ELEVATOR THRESHOLD @ 2ND FLOOR**

SCALE: 3" = 1'-0"



**3 ELEVATOR THRESHOLD @ 1ST FLOOR**

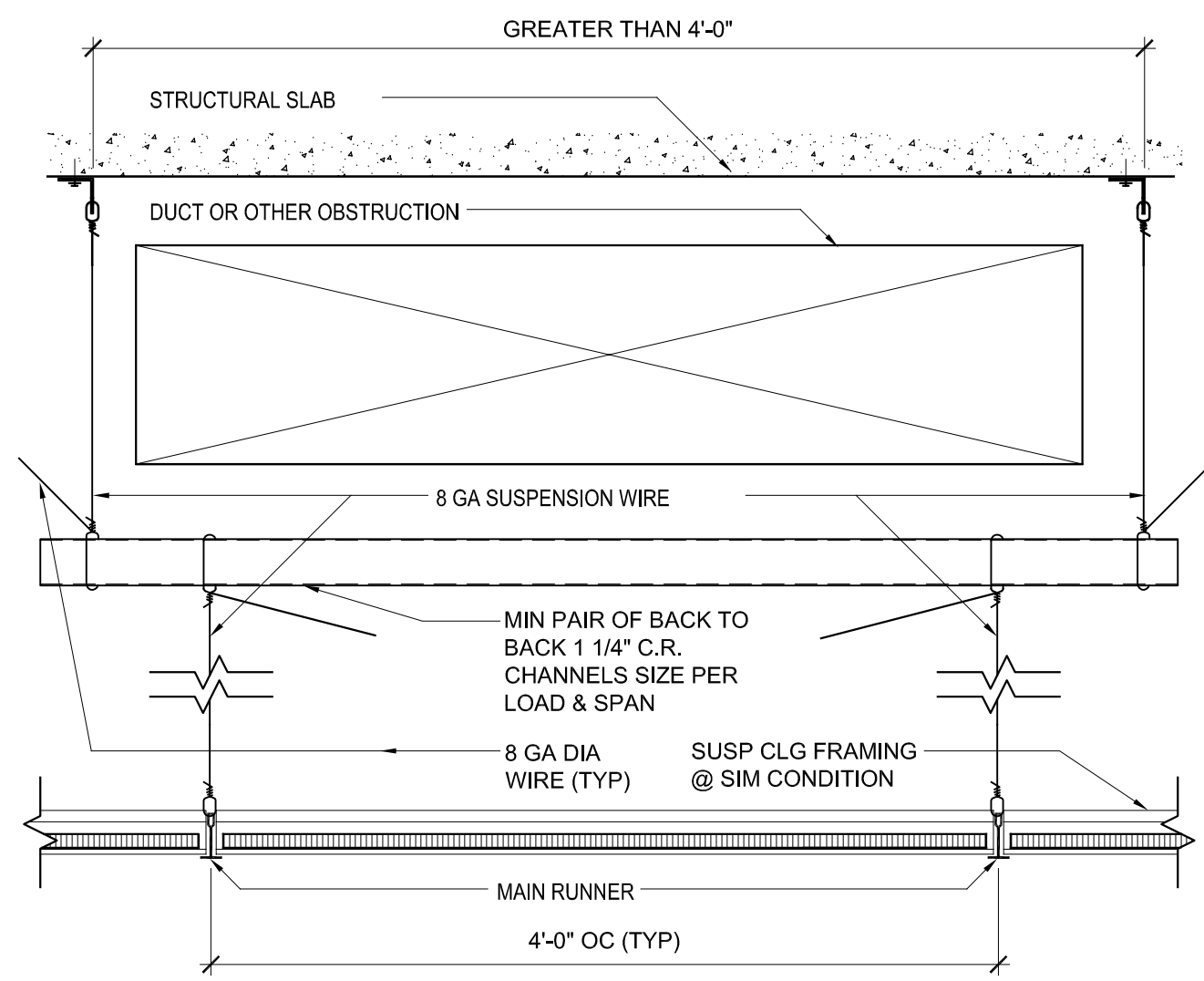
SCALE: 3" = 1'-0"

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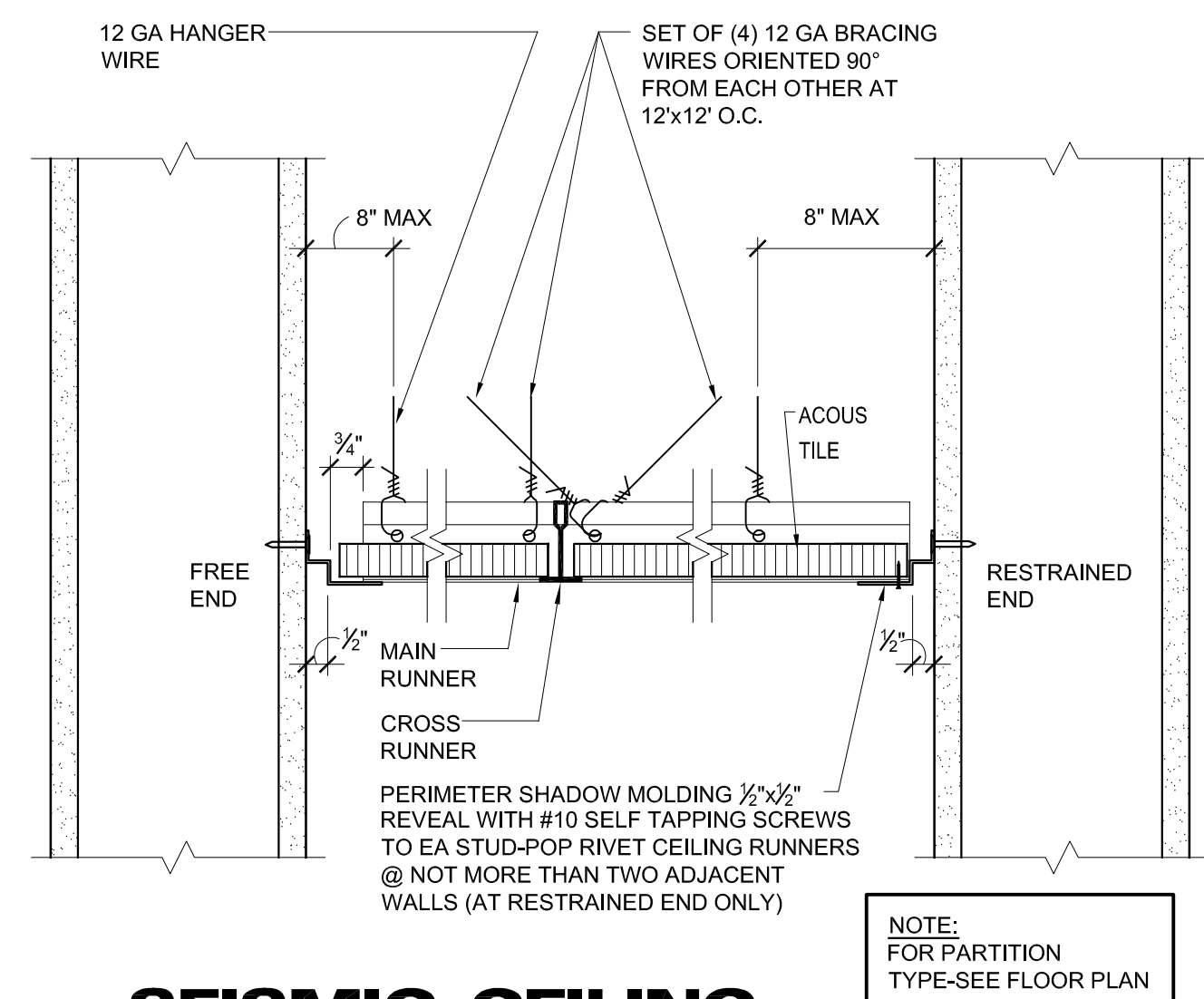


**110 VERNON ST. REMODEL**  
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 110 VERNON ST.  
 SANTA CRUZ, CA 95060

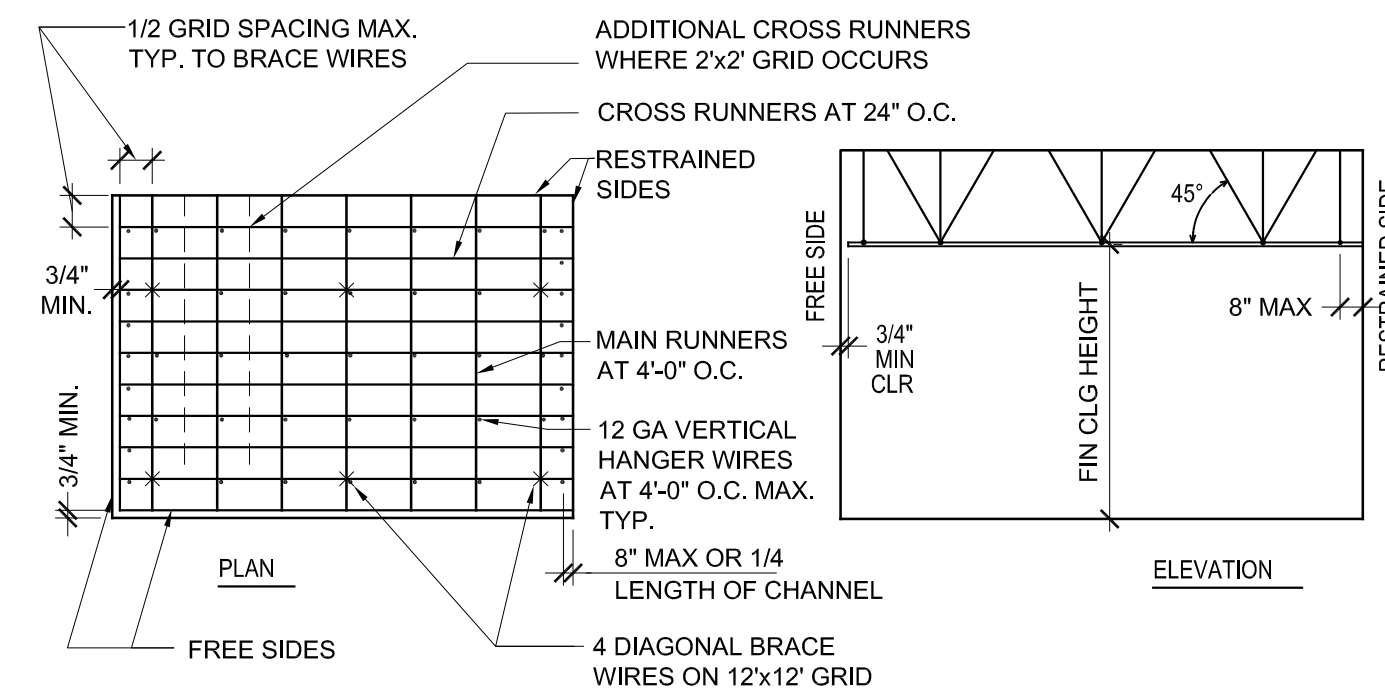
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|------------------------|------------------|
| JOB NO.                | 08192            |
| PLOT DATE:             | 2.12.2009        |
| DRAWN BY:              | SC, AF, LH       |
| CHECKED BY:            | RCS              |
| SET ISSUED:            |                  |
| 95% BUILDING SUBMITTAL | 1/20/2009        |
| BID SET                | 2/10/2009        |
| SHEET NAME:            | ELEVATOR DETAILS |
| SHEET NO.:             | A9.1             |
| FILE NAME:             | 08192-A91        |



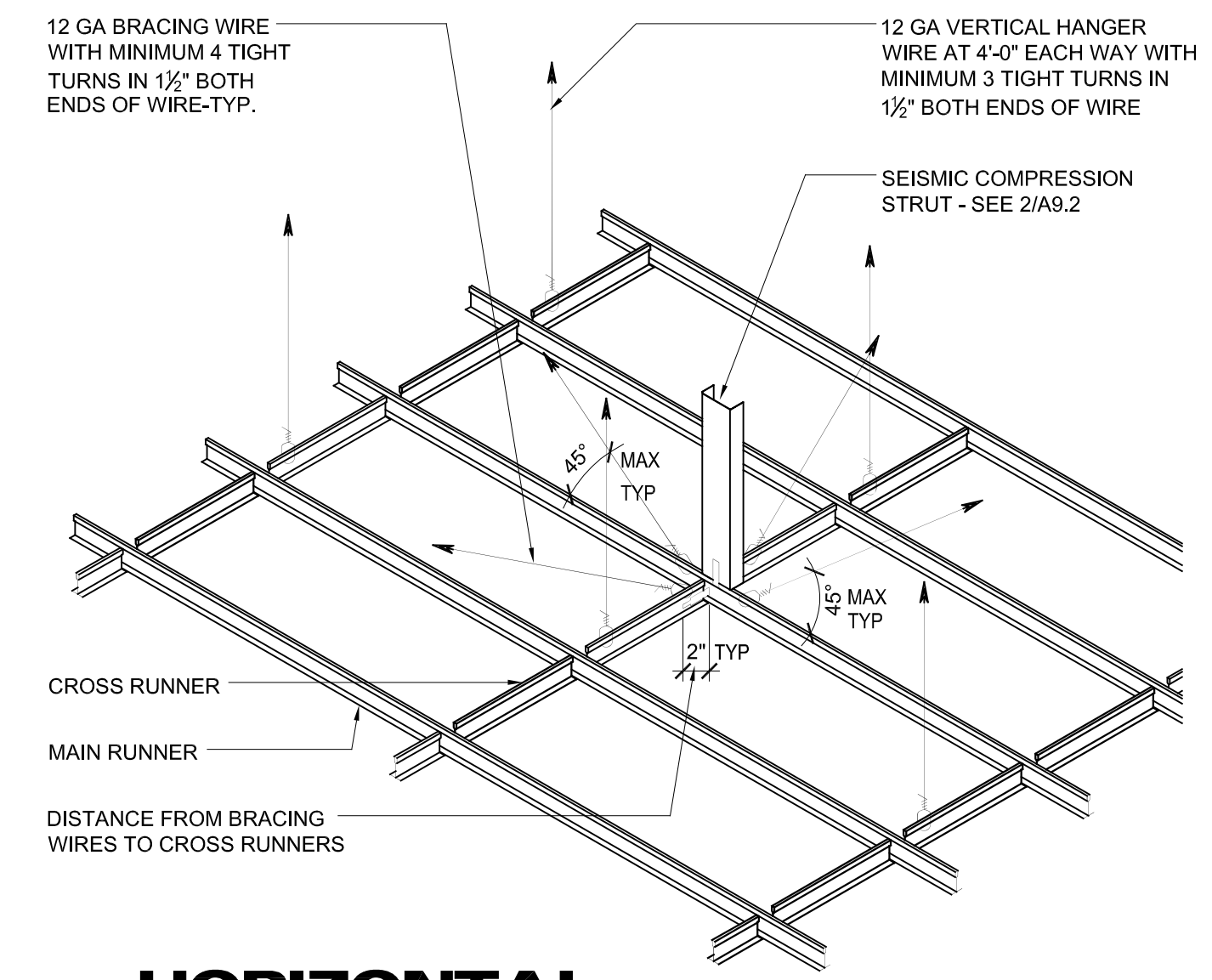
**10 CEILING TRAPEZE @ DUCT/OBSTRUCTION**  
SCALE: 3"=1'-0"



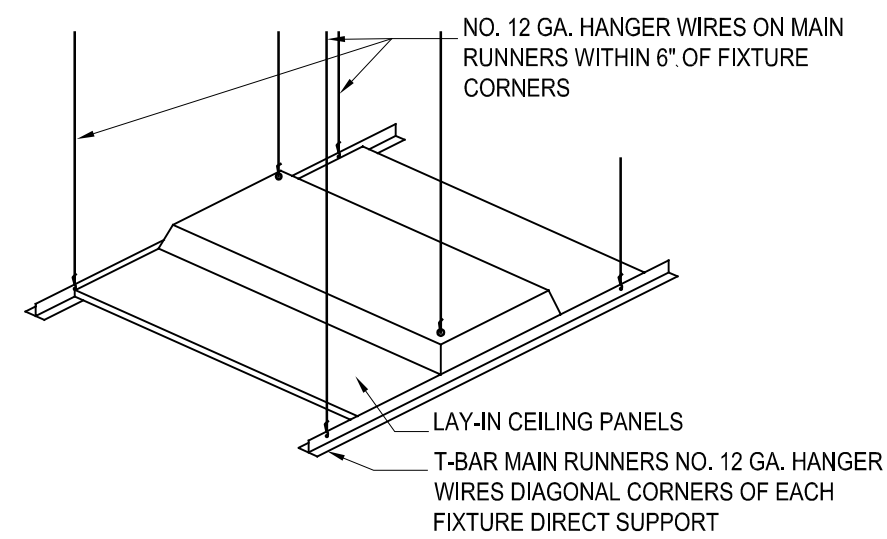
**7 SEISMIC CEILING RESTRAINED/FREE END**  
SCALE: 3"=1'-0"



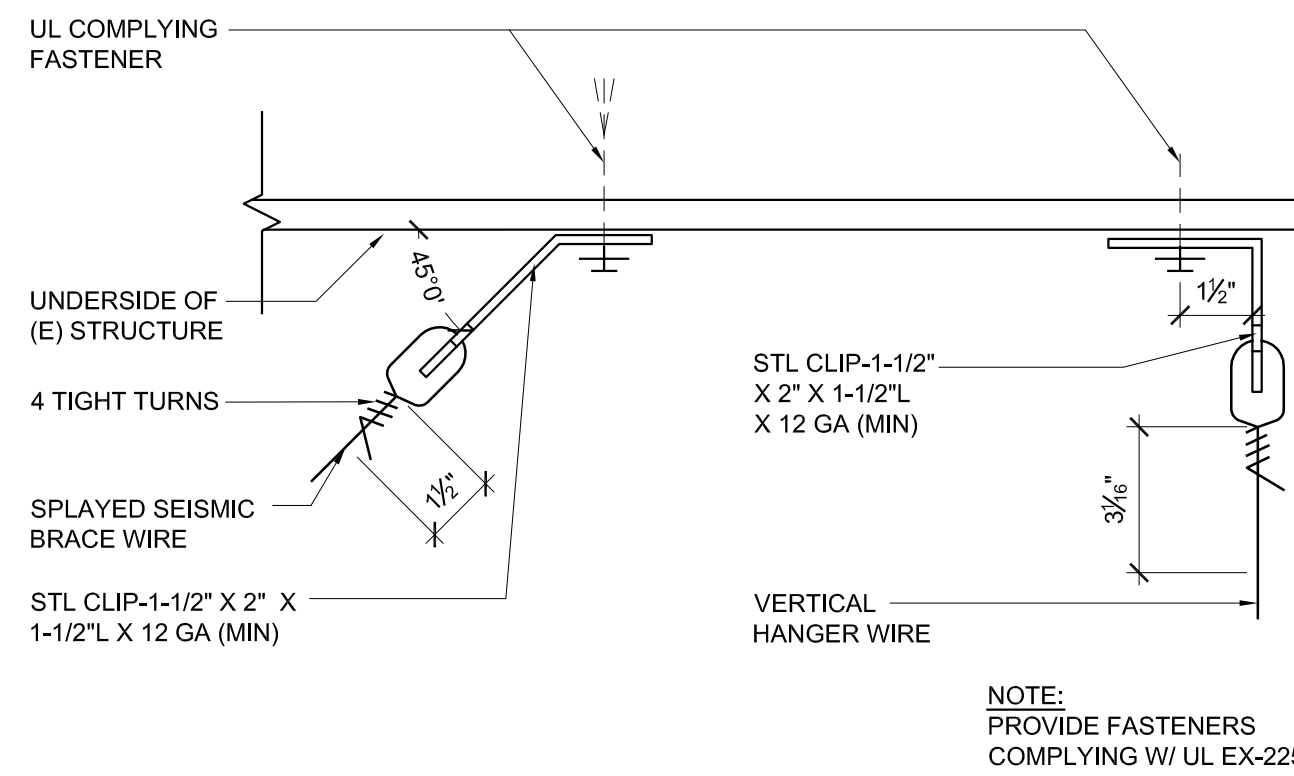
**4 SEISMIC CEILING GRID SUSPENSION DIAGRAM**  
SCALE: 3"=1'-0"



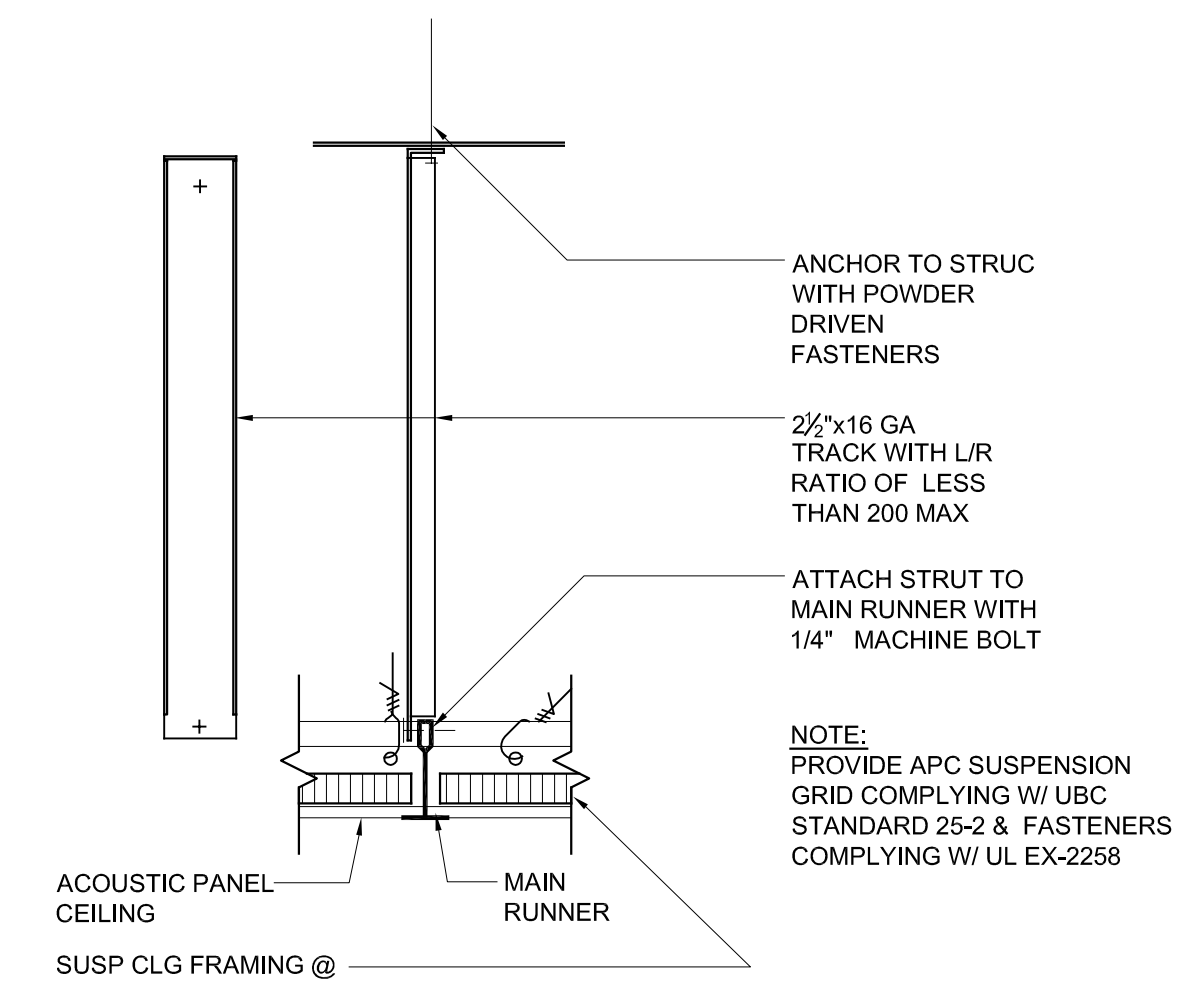
**1 HORIZONTAL RESTRAINT DIAGRAM**  
SCALE: N.T.S.



**8 LIGHT FIXTURE SUPPORTS**  
SCALE: NTS



**5 SEISMIC BRACE WIRE @ (E) STRUCTURE**  
SCALE: 3"=1'-0"



**2 SEISMIC COMPRESSION STRUT**  
SCALE: 3"=1'-0"

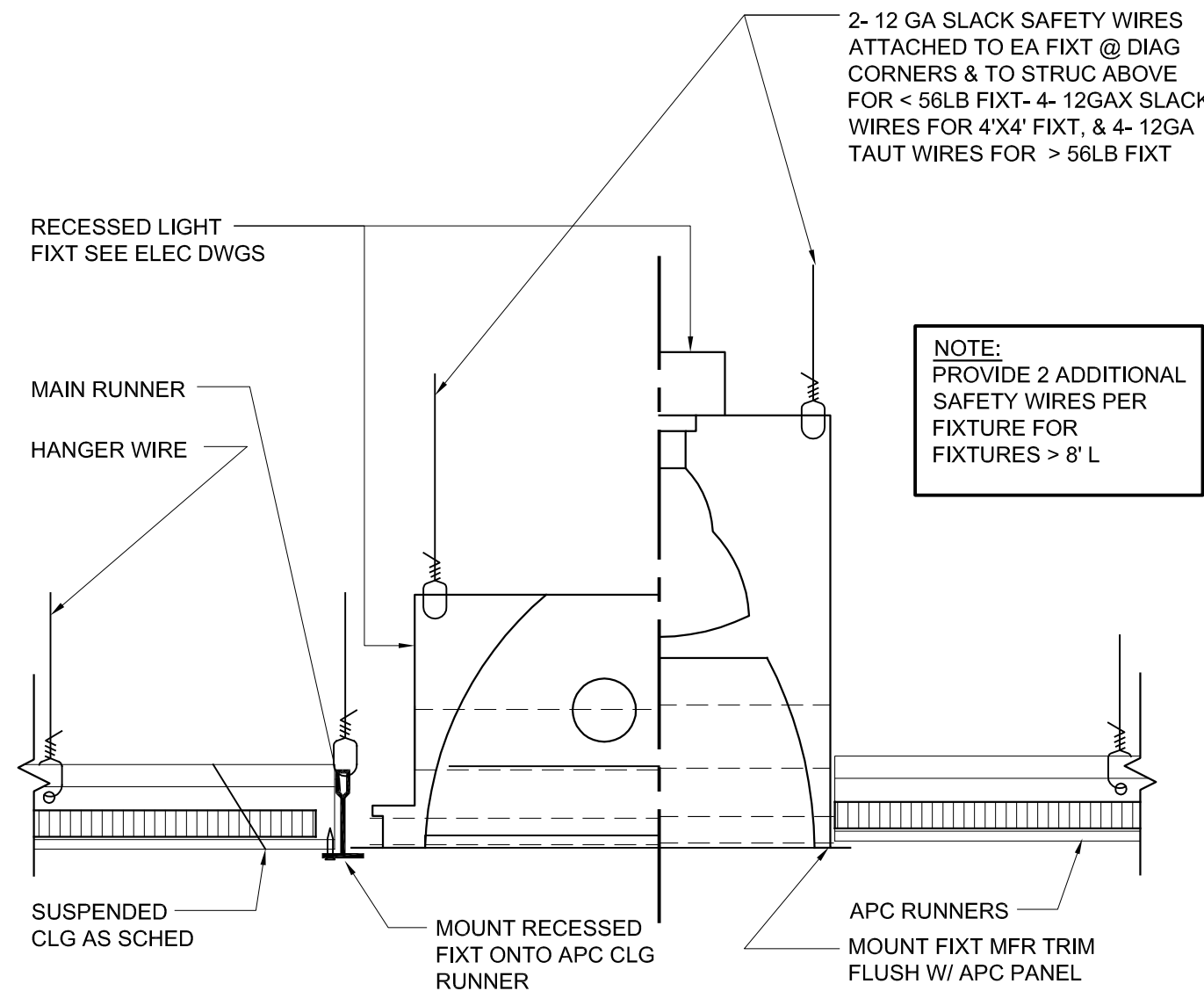
**SUSPENDED CEILING SUPPLEMENTAL DESIGN REQUIREMENTS**  
FOR BUILDINGS IN SEISMIC DESIGN CATEGORIES D - F (EXCEPTED FROM ASCE 7-05, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES)

SECTION 13.5.6.2.2 SEISMIC DESIGN CATEGORIES D THROUGH F

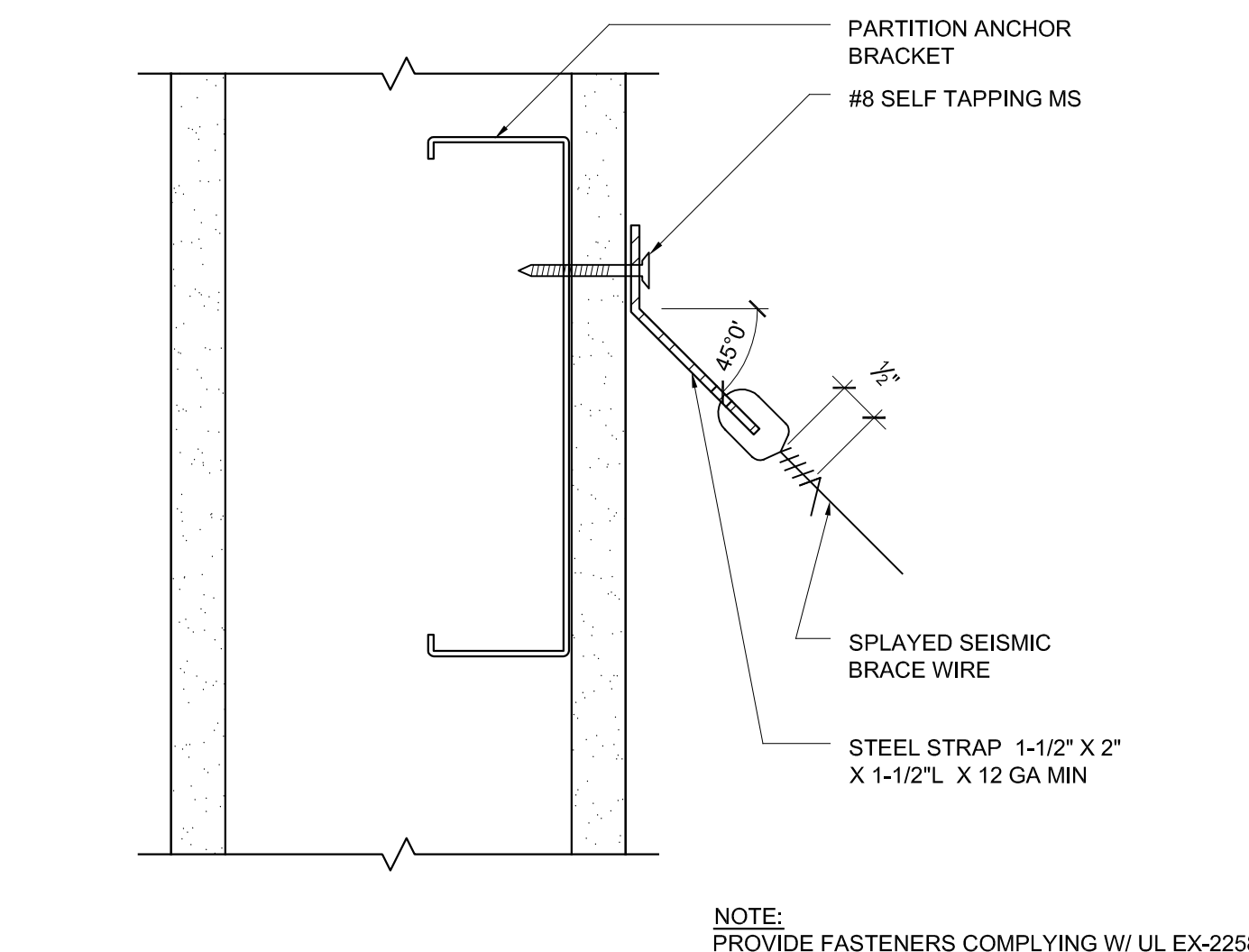
SUSPENDED CEILINGS IN SEISMIC DESIGN CATEGORIES D, E, AND F SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH ASTM C635, ASTM C836, AND THE CISCA FOR SEISMIC ZONES 3-4 AS MODIFIED BY THE FOLLOWING:

- A. A HEAVY DUTY T-BAR GRID SYSTEM SHALL BE USED.
- B. THE WIDTH OF THE PERIMETER SUPPORTING CLOSURE ANGLE SHALL BE NOT LESS THAN 2.0 IN. (50 NUN). IN EACH ORTHOGONAL HORIZONTAL DIRECTION, ONE END OF THE CEILING GRID SHALL BE ATTACHED TO THE CLOSURE ANGLE. THE OTHER END IN EACH HORIZONTAL DIRECTION SHALL HAVE A 0.75 IN. (19 MM) CLEARANCE FROM THE WALL AND SHALL REST UPON AND BE FREE TO SLIDE ON A CLOSURE ANGLE.
- C. FOR CEILING AREAS EXCEEDING 1,000 FT<sup>2</sup> (92.9 M<sup>2</sup>), HORIZONTAL RESTRAINT OF THE CEILING TO THE STRUCTURAL SYSTEM SHALL BE PROVIDED. THE TRIBUTARY AREAS OF THE HORIZONTAL RESTRAINTS SHALL BE APPROXIMATELY EQUAL. EXCEPTION: RIGID BRACES ARE PERMITTED TO BE USED INSTEAD OF DIAGONAL SPLAY WIRES, BRACES AND ATTACHMENTS TO THE STRUCTURAL SYSTEM ABOVE SHALL BE ADEQUATE TO LIMIT RELATIVE LATERAL DEFLECTIONS AT POINT OF ATTACHMENT OF CEILING GRID TO LESS THAN 0.25 IN. (6 NUN) FOR THE LOADS PRESCRIBED IN SECTION 13.3.1.
- D. FOR CEILING AREAS EXCEEDING 2,500 FT<sup>2</sup> (232 M<sup>2</sup>), A SEISMIC SEPARATION JOINT OR FULL HEIGHT PARTITION THAT BREAKS THE CEILING UP INTO AREAS NOT EXCEEDING 2,500 FT<sup>2</sup> SHALL BE PROVIDED UNLESS STRUCTURAL ANALYSES ARE PERFORMED OF THE CEILING BRACING SYSTEM FOR THE PRESCRIBED SEISMIC FORCES THAT DEMONSTRATE CEILING SYSTEM PENETRATIONS AND CLOSURE ANGLES PROVIDE SUFFICIENT CLEARANCE TO ACCOMMODATE THE ANTICIPATED LATERAL DISPLACEMENT. EACH AREA SHALL BE PROVIDED WITH CLOSURE ANGLES IN ACCORDANCE WITH ITEM 2 AND HORIZONTAL RESTRAINTS OR BRACING IN ACCORDANCE WITH ITEM 3.
- E. EXCEPT WHERE RIGID BRACES ARE USED TO LIMIT LATERAL DEFLECTIONS, SPRINKLER HEADS AND OTHER PENETRATIONS SHALL HAVE A 2 IN. (50 NUN) OVERSIZE RING, SLEEVE, OR ADAPTER THROUGH THE CEILING TILE TO ALLOW FOR FREE MOVEMENT OF AT LEAST 1 IN. (25 MM) IN ALL HORIZONTAL DIRECTIONS. ALTERNATIVELY, A SWING JOINT THAT CAN ACCOMMODATE 1 IN. (25 MM) OF CEILING MOVEMENT IN ALL HORIZONTAL DIRECTIONS IS PERMITTED TO BE PROVIDED AT THE TOP OF THE SPRINKLER HEAD EXTENSION.
- F. CHANGES IN CEILING PLAN ELEVATION SHALL BE PROVIDED WITH POSITIVE BRACING.
- G. CABLE TRAYS AND ELECTRICAL CONDUITS SHALL BE SUPPORTED INDEPENDENTLY OF THE CEILING.
- H. SUSPENDED CEILINGS SHALL BE SUBJECT TO THE SPECIAL INSPECTION REQUIREMENTS OF SECTION LLA.1.3.9 OF THIS STANDARD.

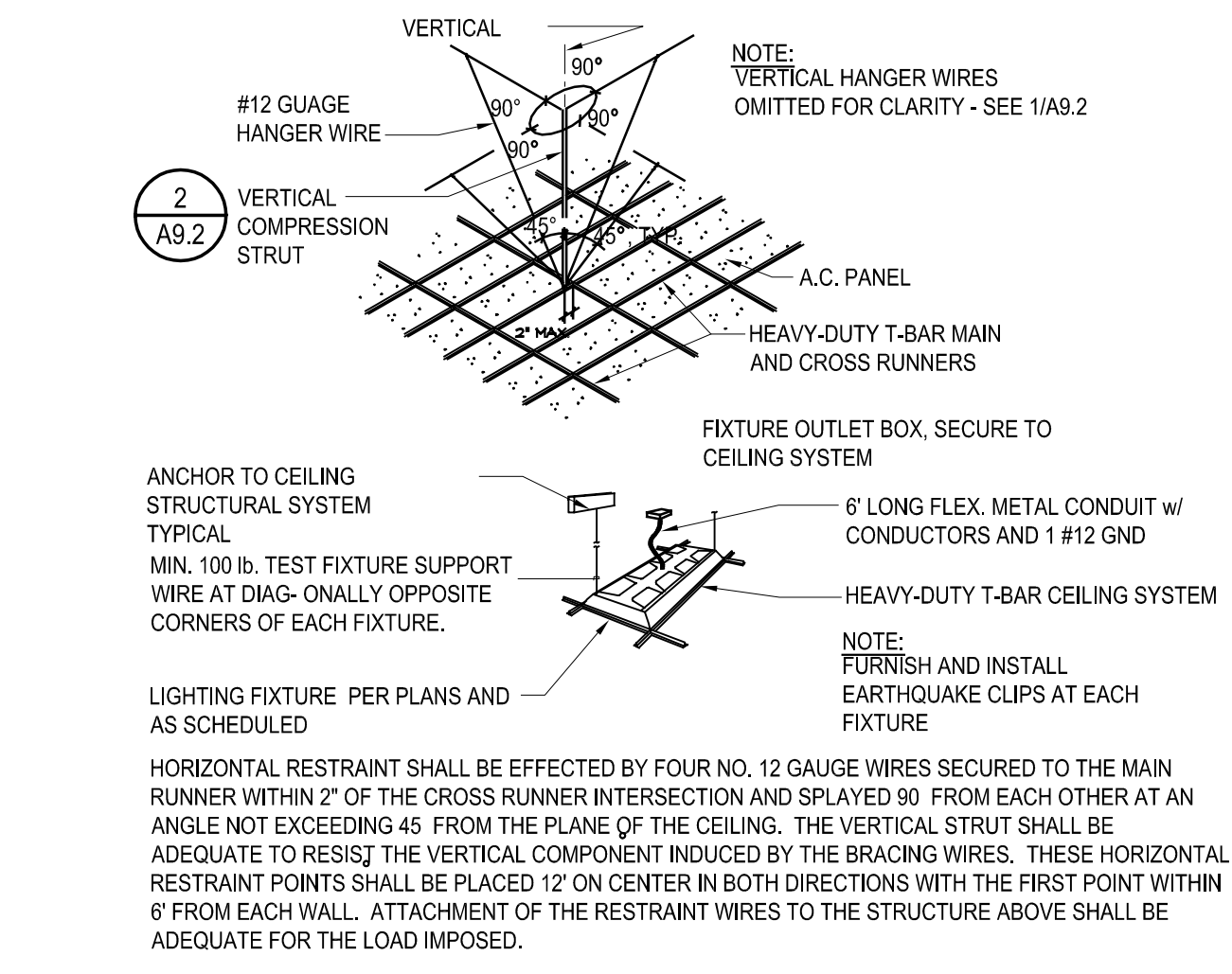
**12 SUSPENDED CEILING SUPPLEMENTAL NOTES**  
SCALE:



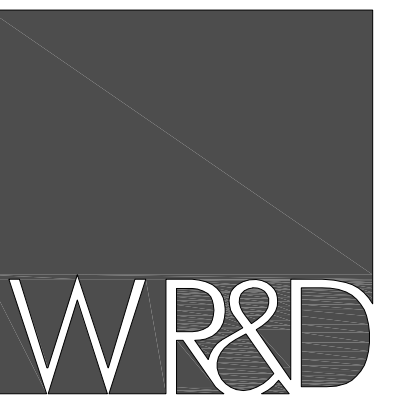
**9 ACT - TYP RECESSED LIGHT FIXTURE**  
SCALE: 3"=1'-0"



**6 SEISMIC BRACE WIRE @ WALL**  
SCALE: 6"=1'-0"



**3 TYPICAL T-BAR FIXTURE MOUNTING**  
SCALE: NTS



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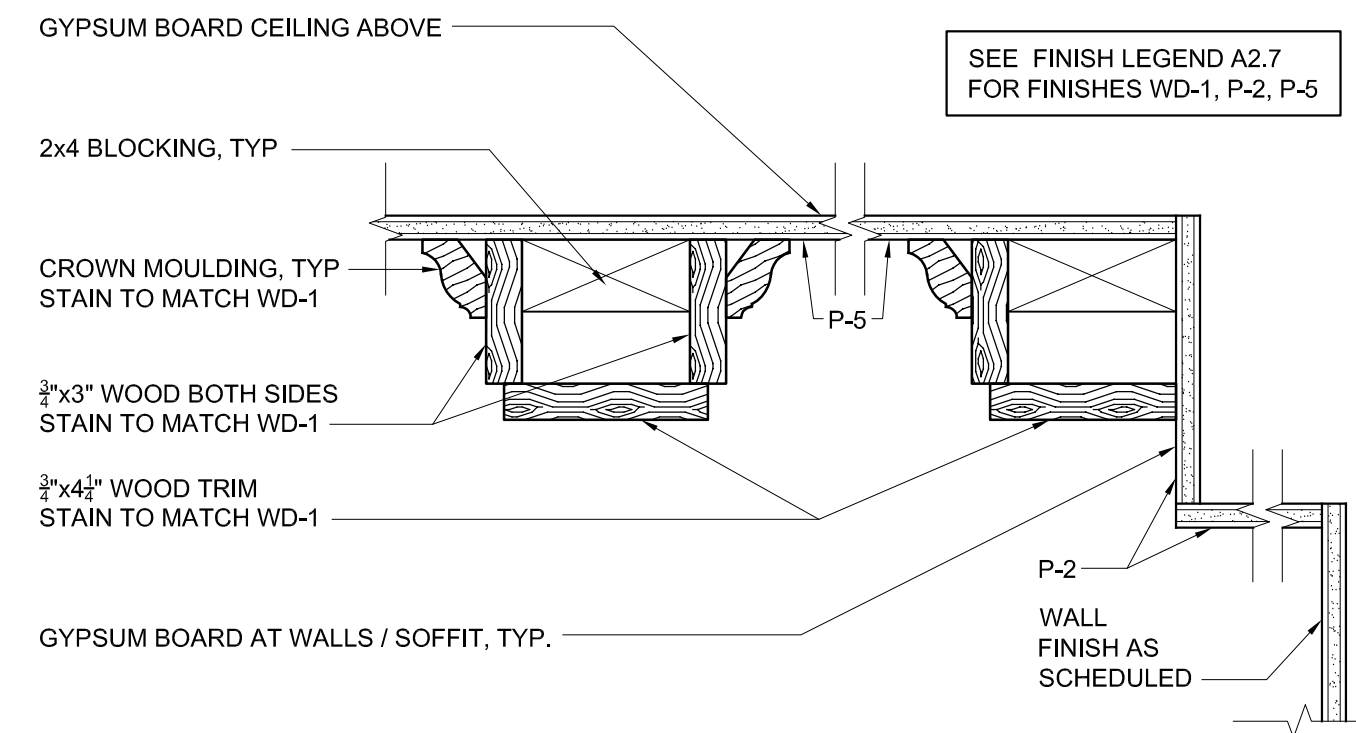
**110 VERNON ST. REMODEL**

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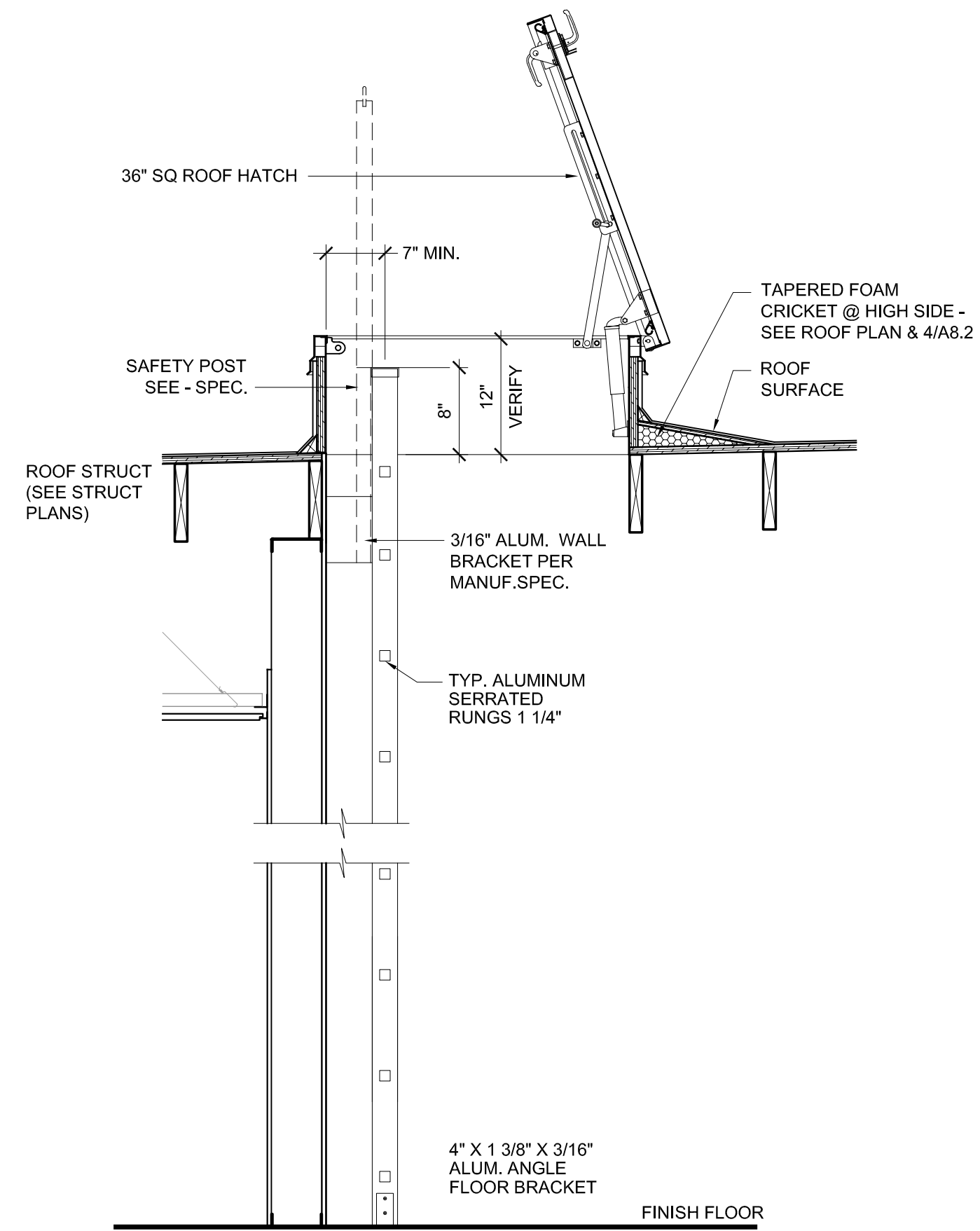
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| JOB NO.                | 08192                         |
| PLOT DATE:             | 2.12.2009                     |
| DRAWN BY:              | SC, AF, LH                    |
| CHECKED BY:            | RCS                           |
| SET ISSUED:            |                               |
| 95% BUILDING SUBMITTAL | 1/20/2009                     |
| BID SET                | 2/10/2009                     |
| SHEET NAME:            | T-BAR CEILING TYPICAL DETAILS |
| SHEET NO.:             |                               |

**A9.2**

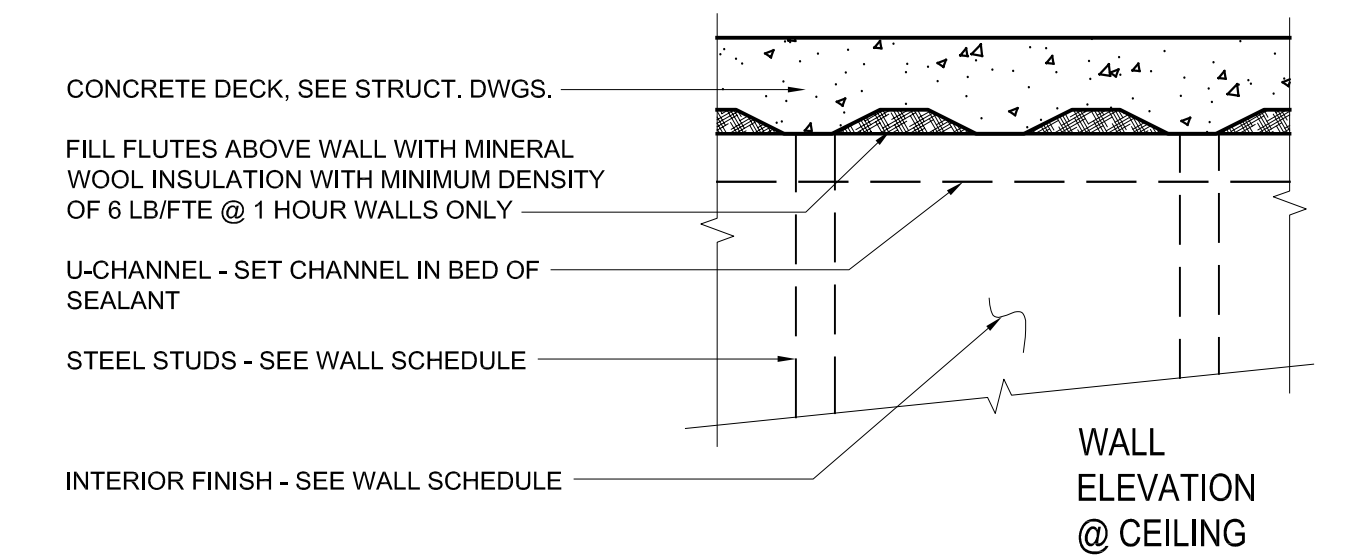
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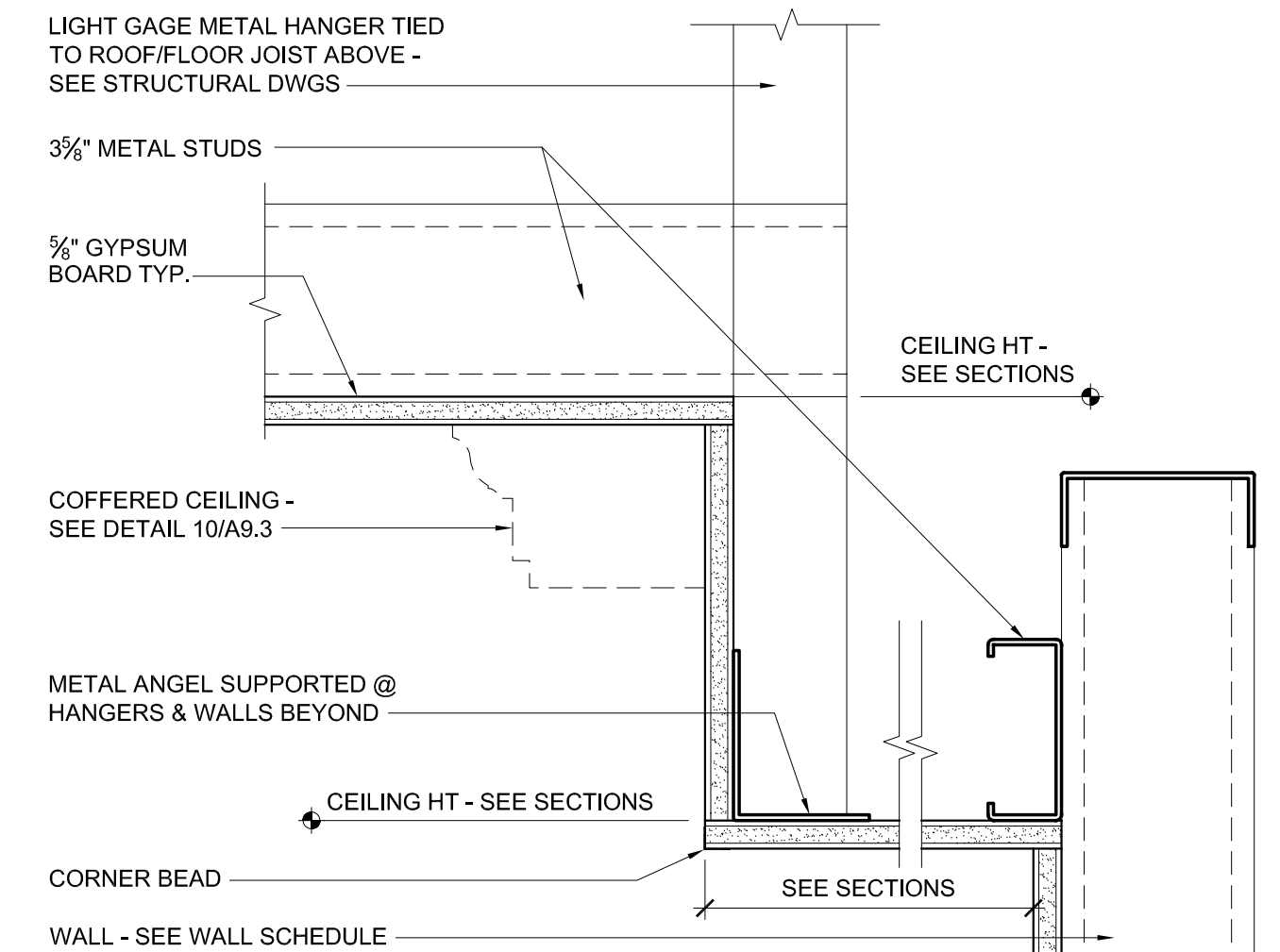
**10 COFFERED CEILING**  
SCALE: 3" = 1'-0"



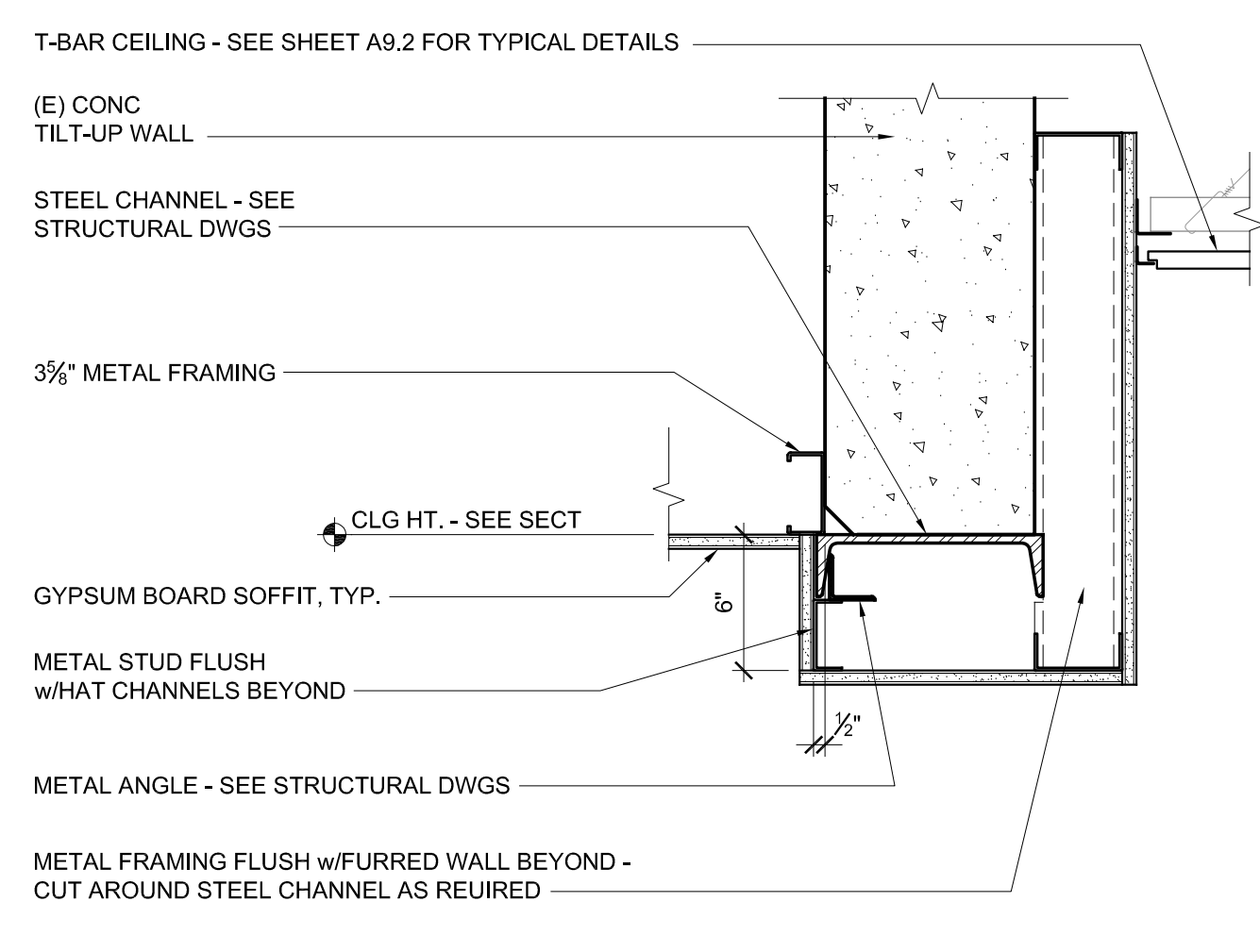
**8 ROOF HATCH & ACCESS LADDER**  
SCALE: 3/4" = 1'-0"



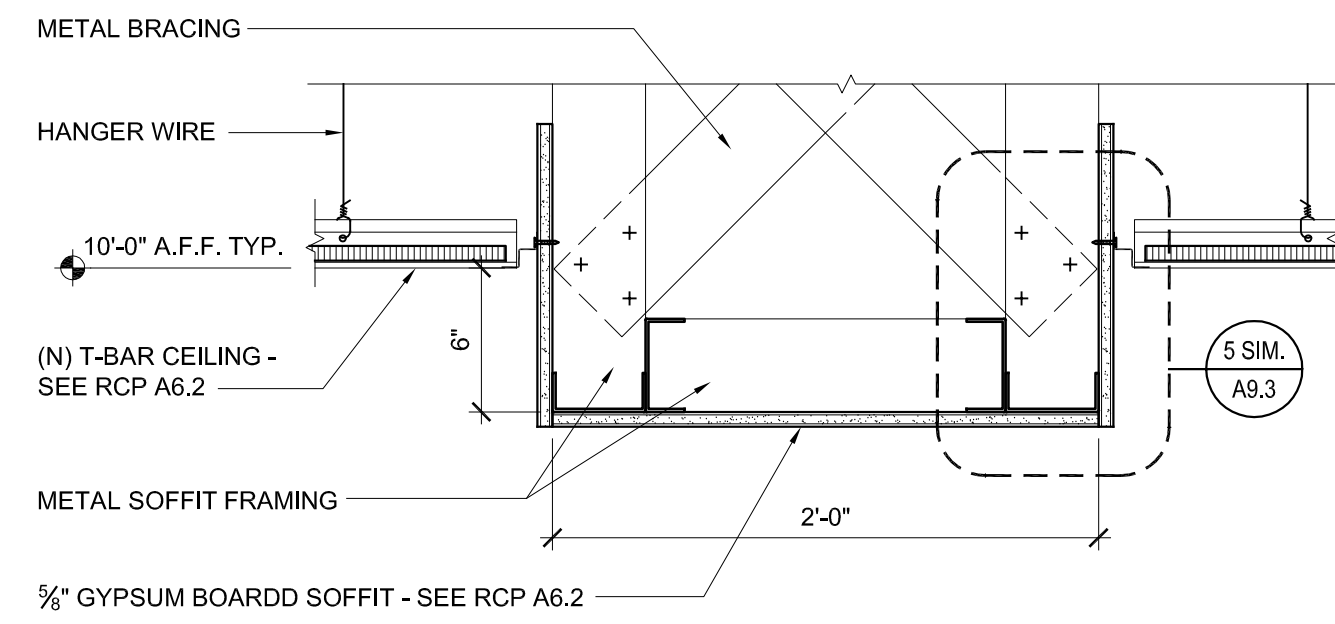
**11 FIRE RATED WALL AT METAL DECK**  
SCALE: 1-1/2" = 1'-0"



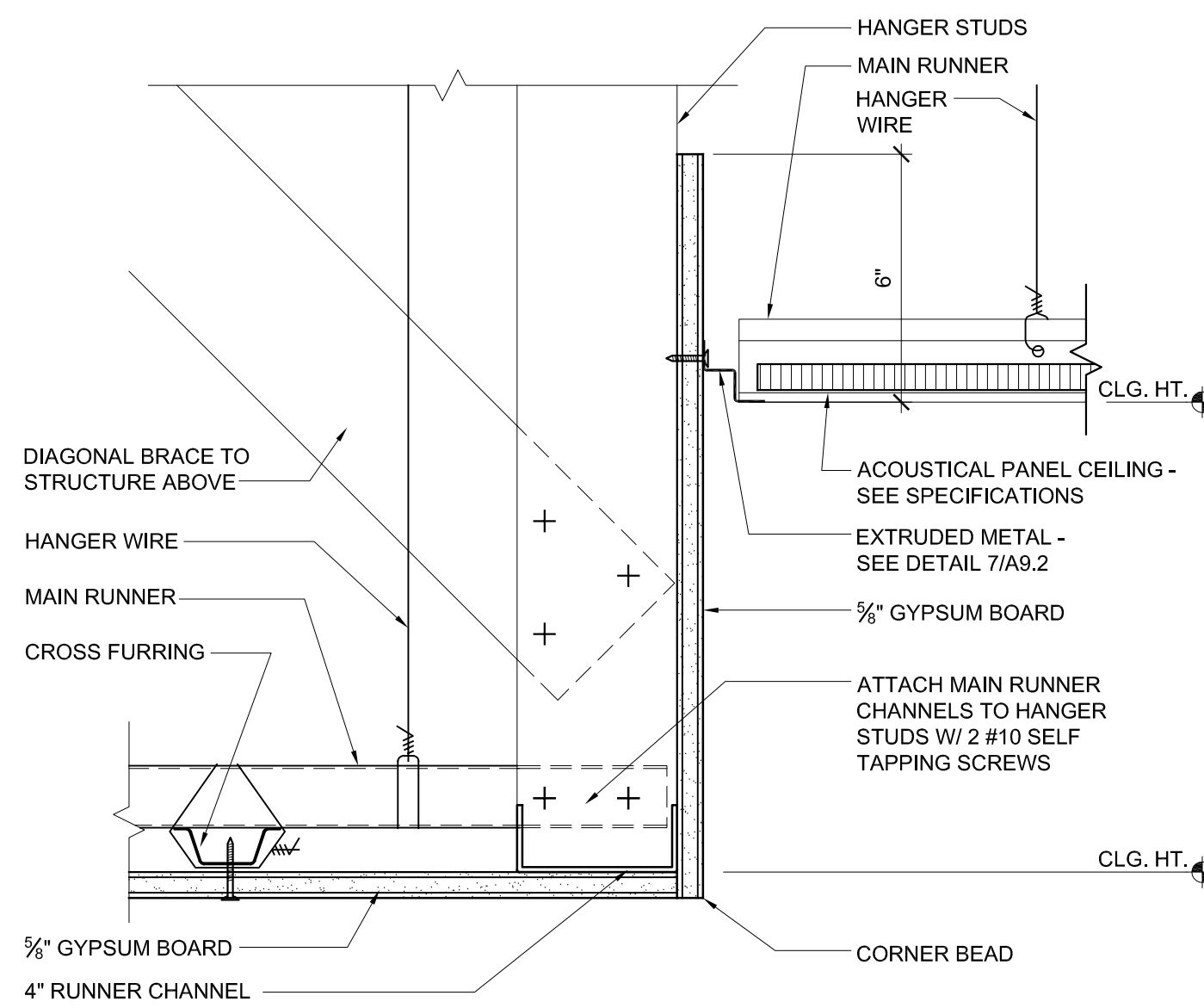
**12 LOBBY SOFFIT @ EAST/WEST**  
SCALE: 3" = 1'-0"



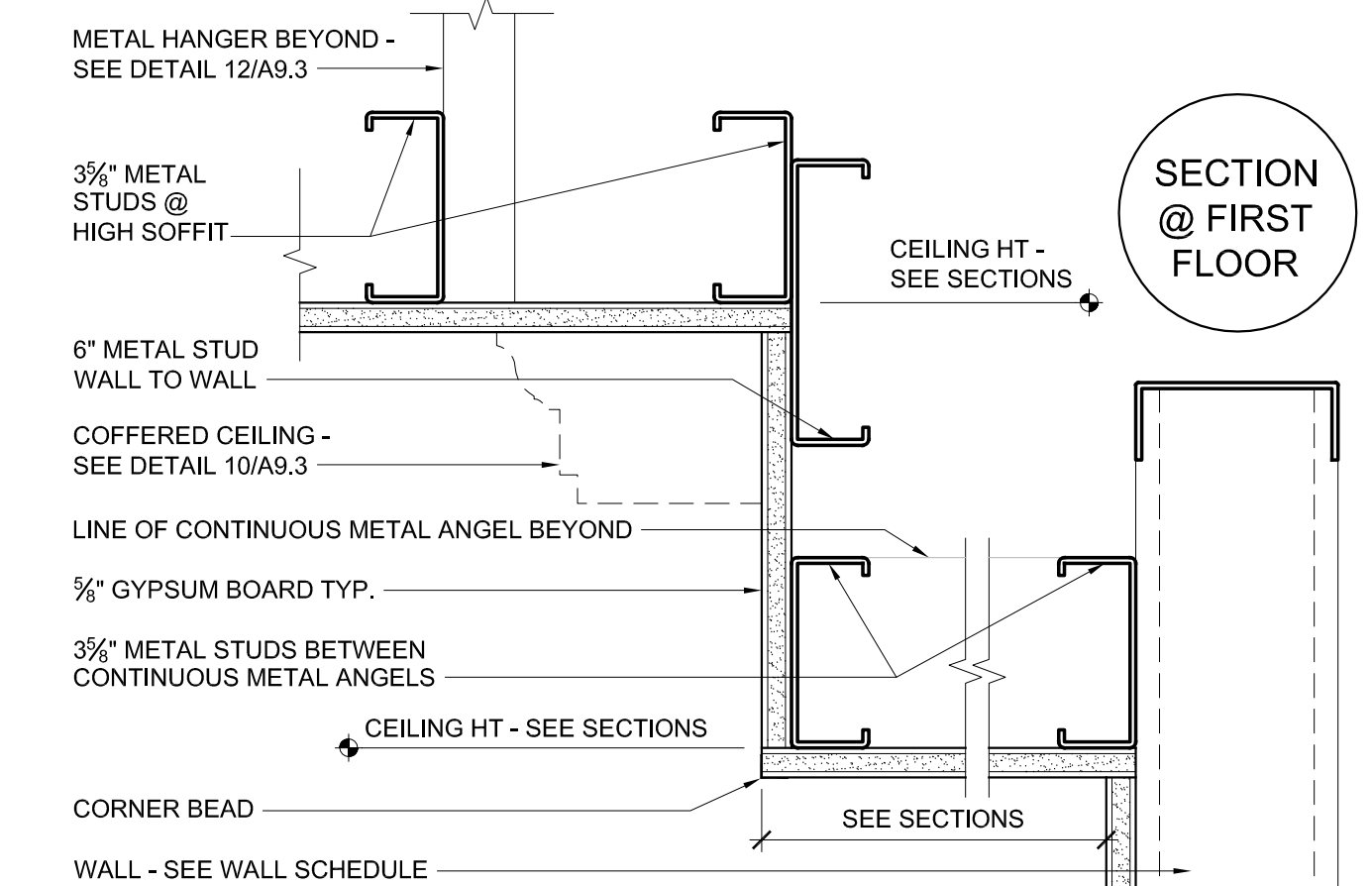
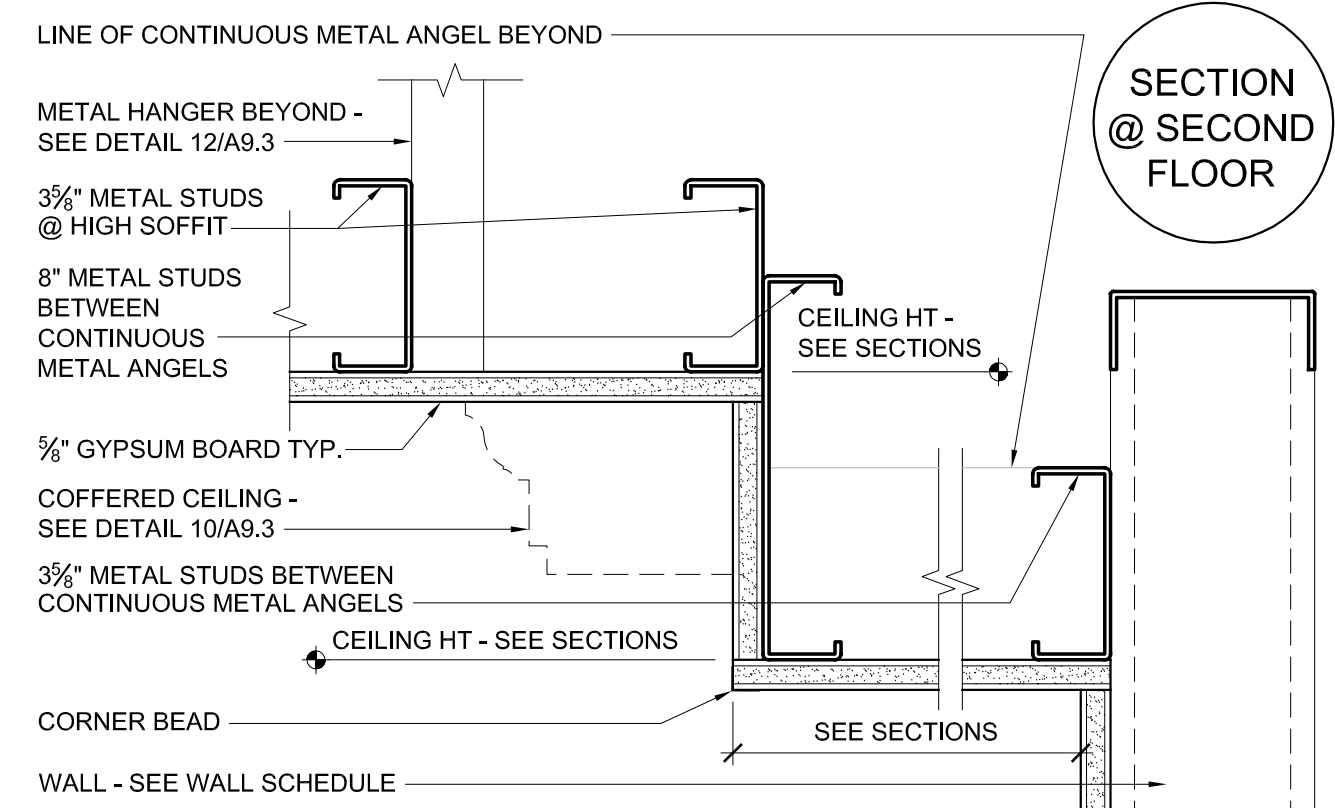
**9 LOBBY SOFFIT @ OPENING**  
SCALE: 1-1/2" = 1'-0"



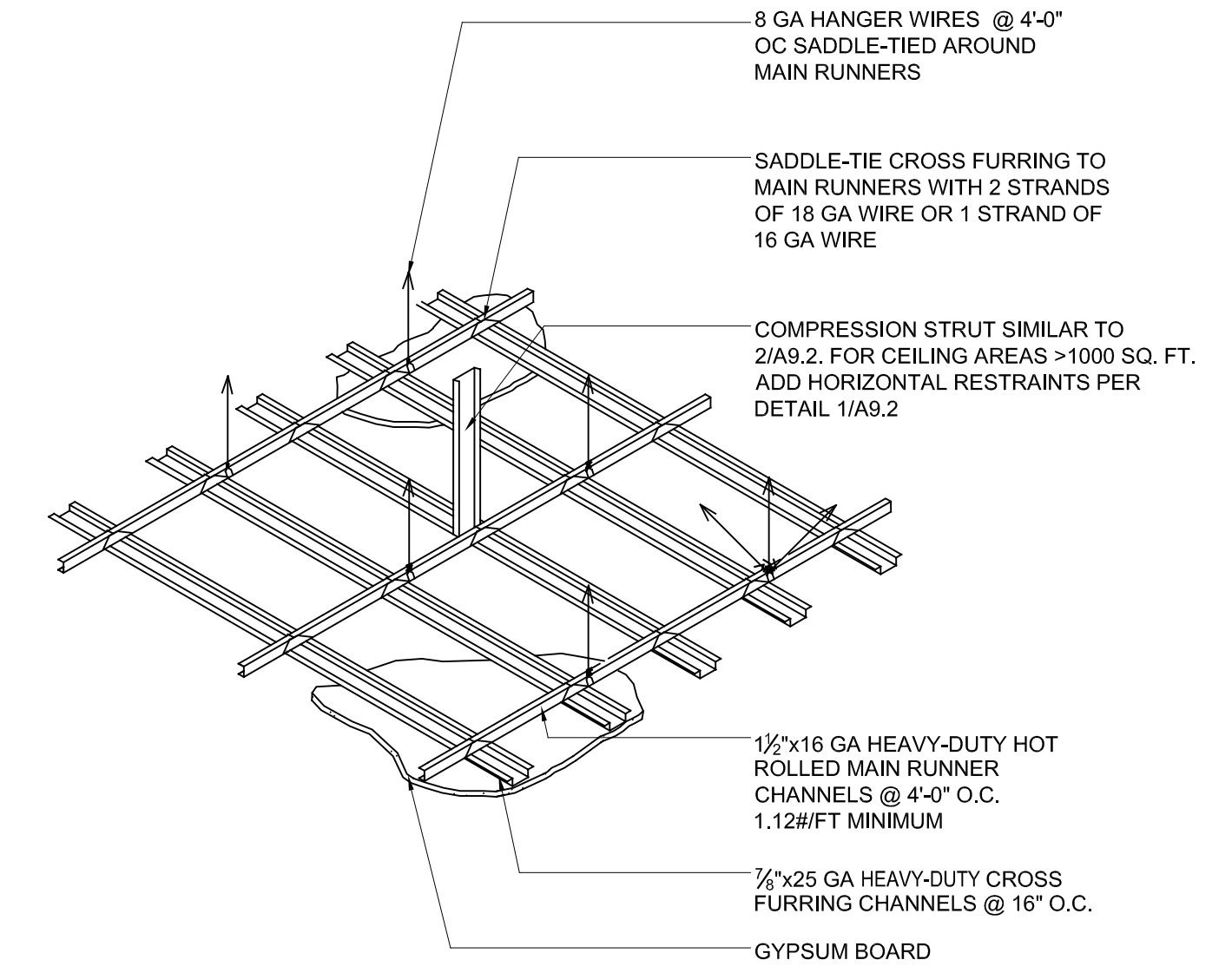
**4 GYP BD SOFFIT @ HALLWAY**  
SCALE: 1-1/2" = 1'-0"



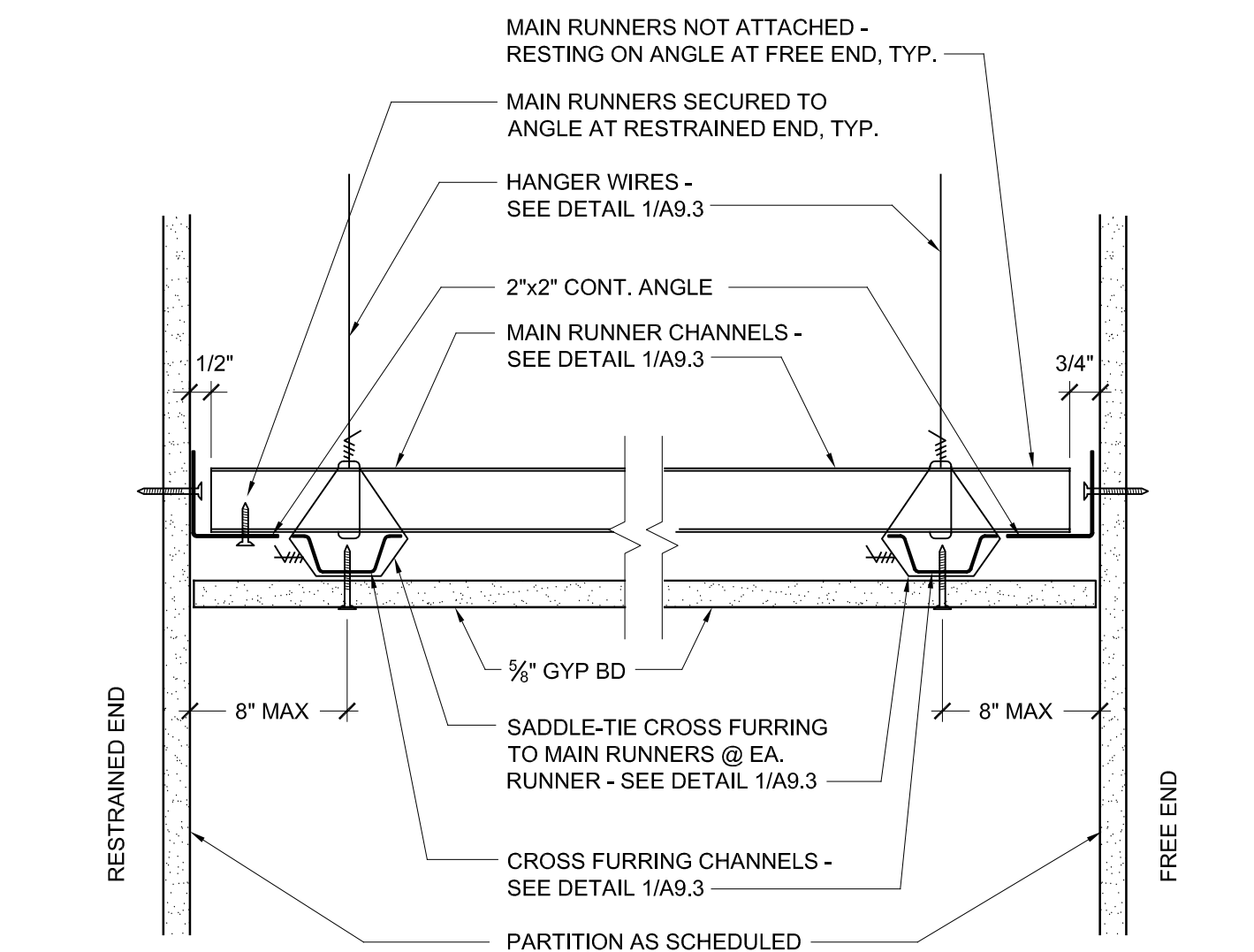
**5 T-BAR CEILING TO GYPSUM BOARD SOFFIT TRANSITION**  
SCALE: 3" = 1'-0"



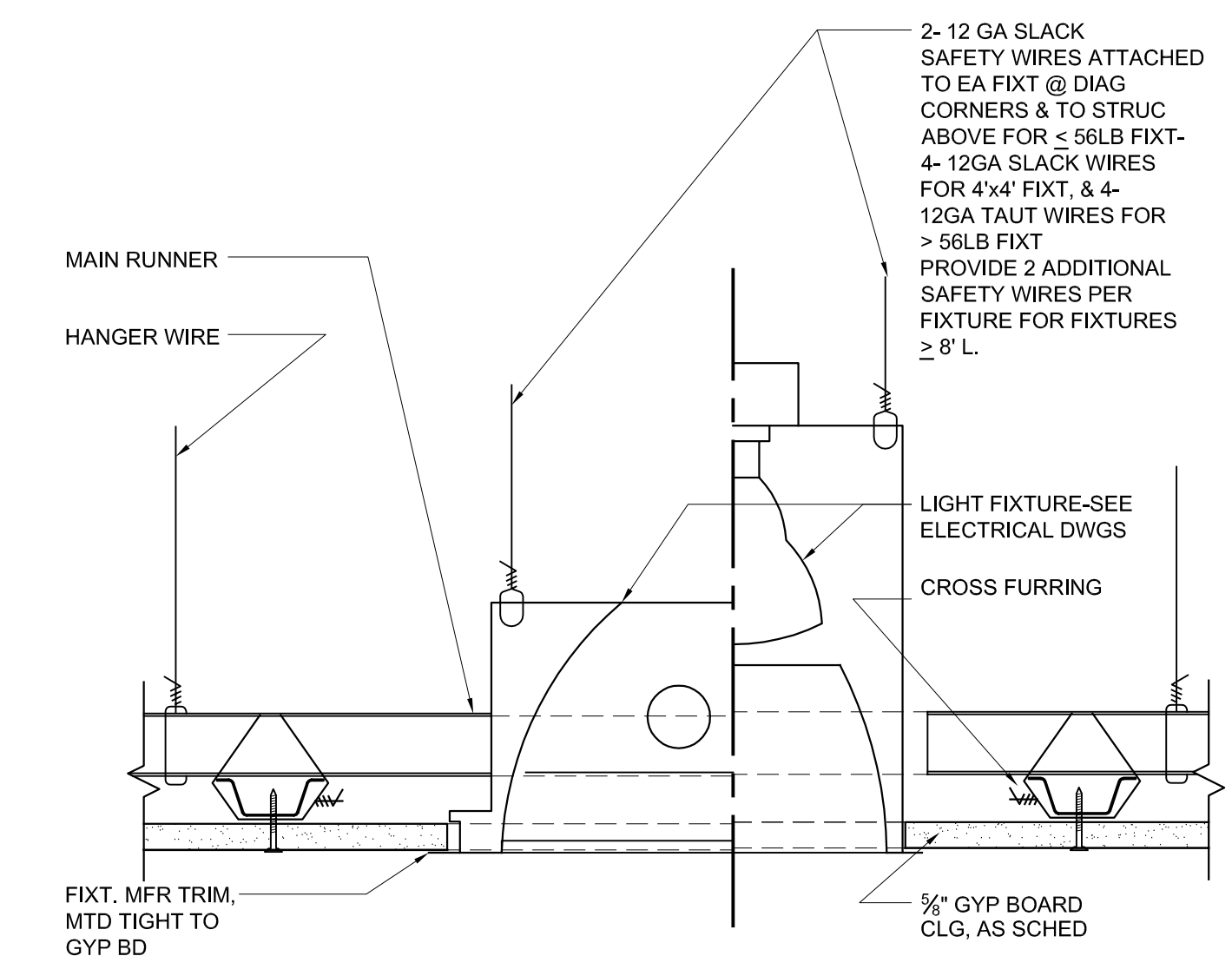
**6 LOBBY SOFFIT @ SOUTH/NORTH**  
SCALE: 3" = 1'-0"



**1 TYP. GYP. BD. CLG. SUSPENSION GRID**  
SCALE: 3" = 1'-0"

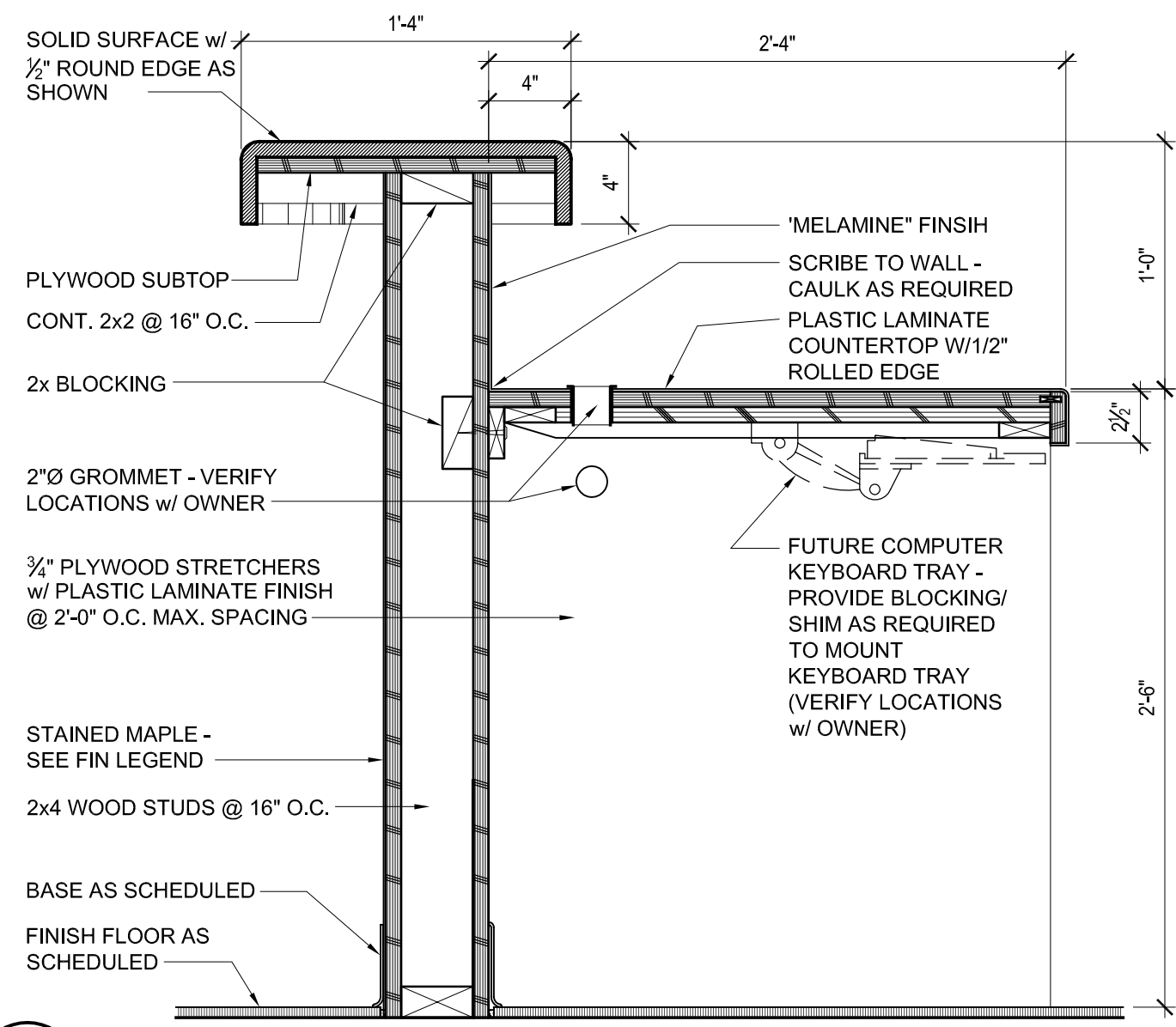


**2 SUSPENDED GYP BD CLG SEISMIC END CONDITIONS**  
SCALE: 3" = 1'-0"

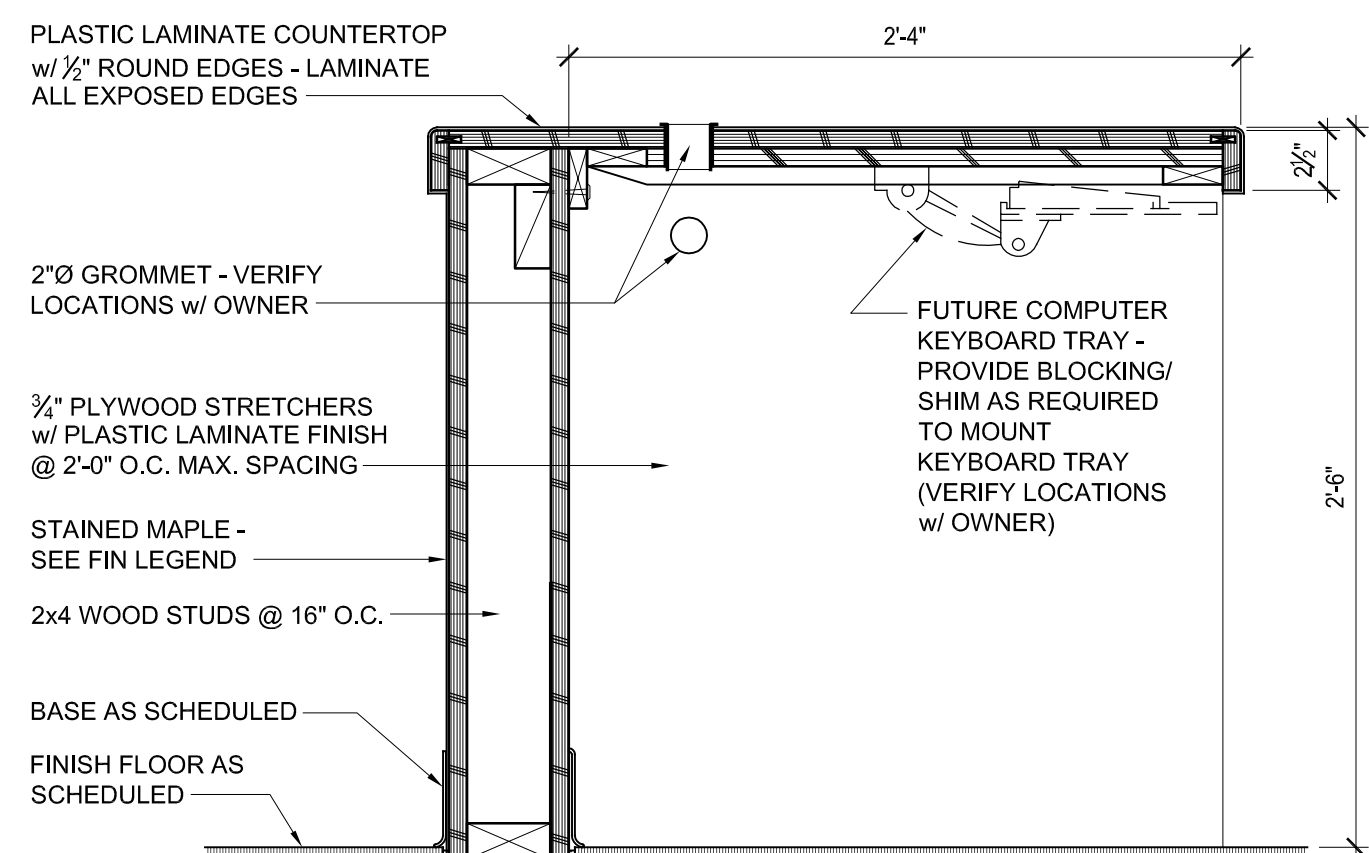


**3 SUSPENDED GYP. BD. CLG. TYP. RECESSED LITE FIXTURE**  
SCALE: 3" = 1'-0"

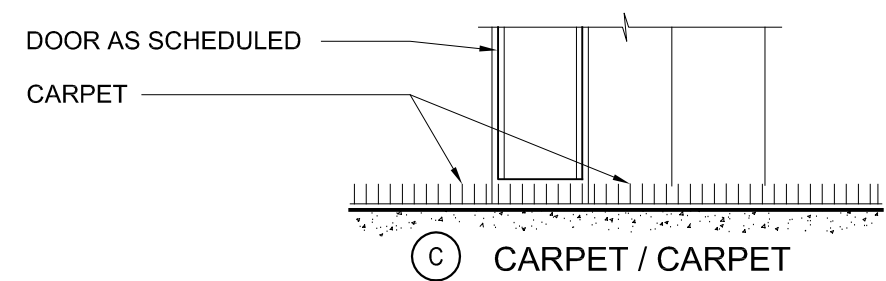
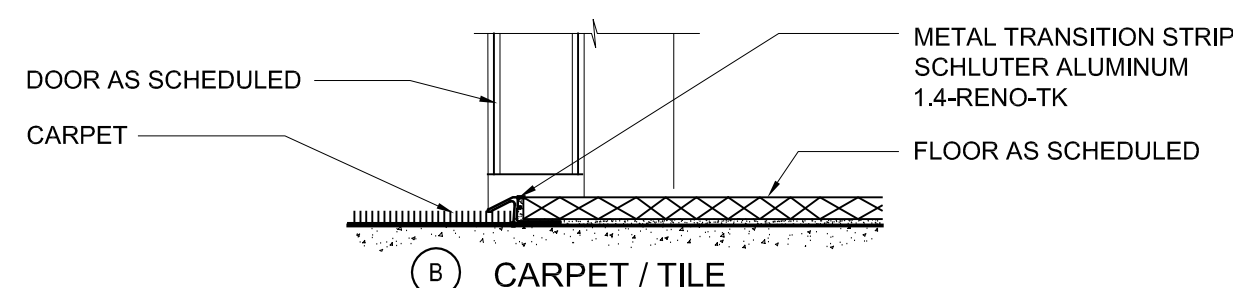
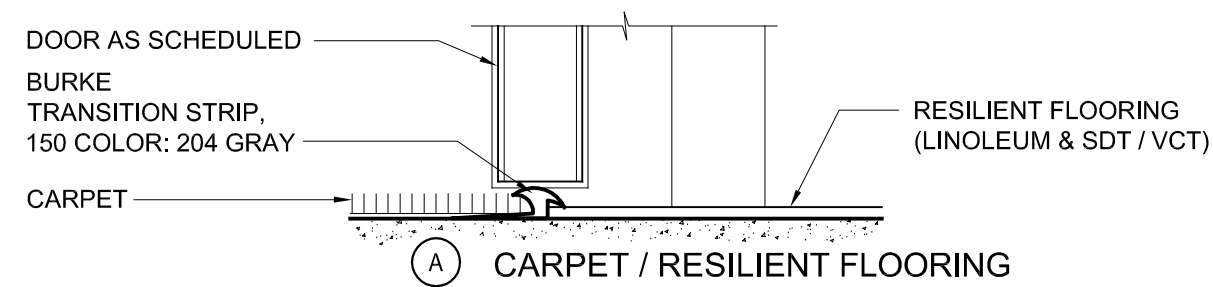




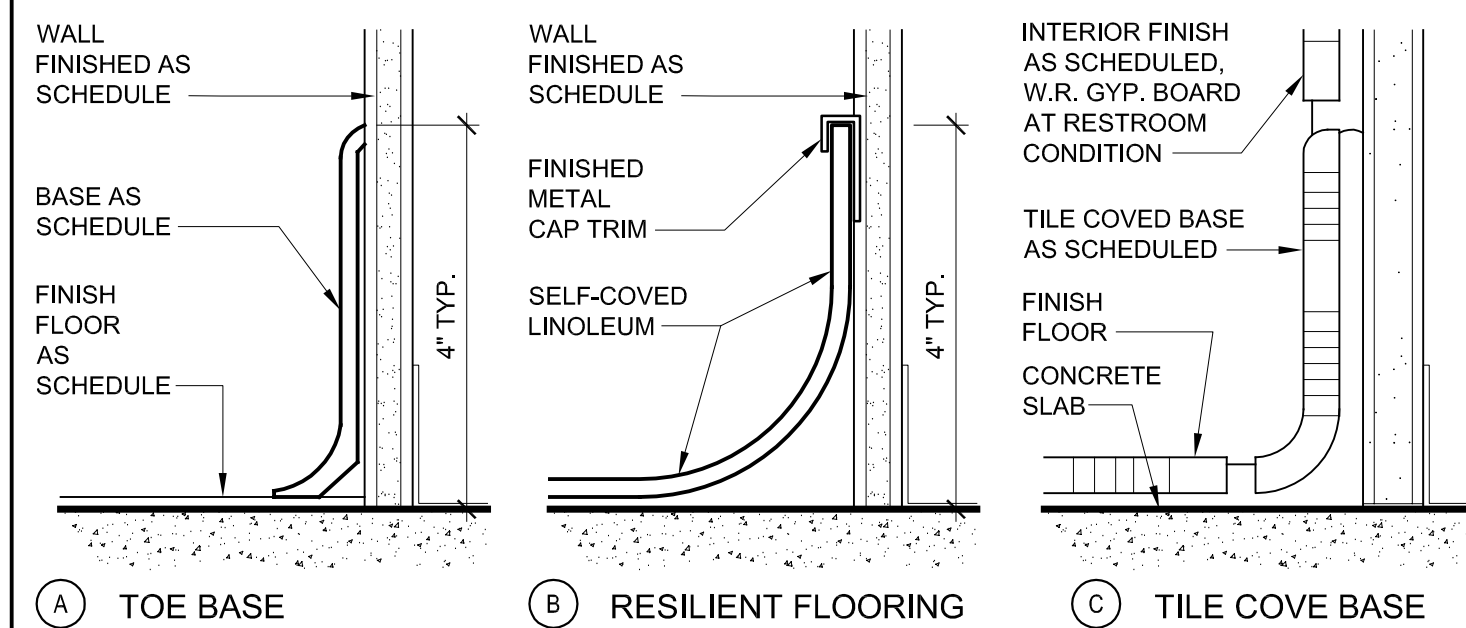
**10 RECEPTION DESK**  
SCALE: 1"=1'-0"



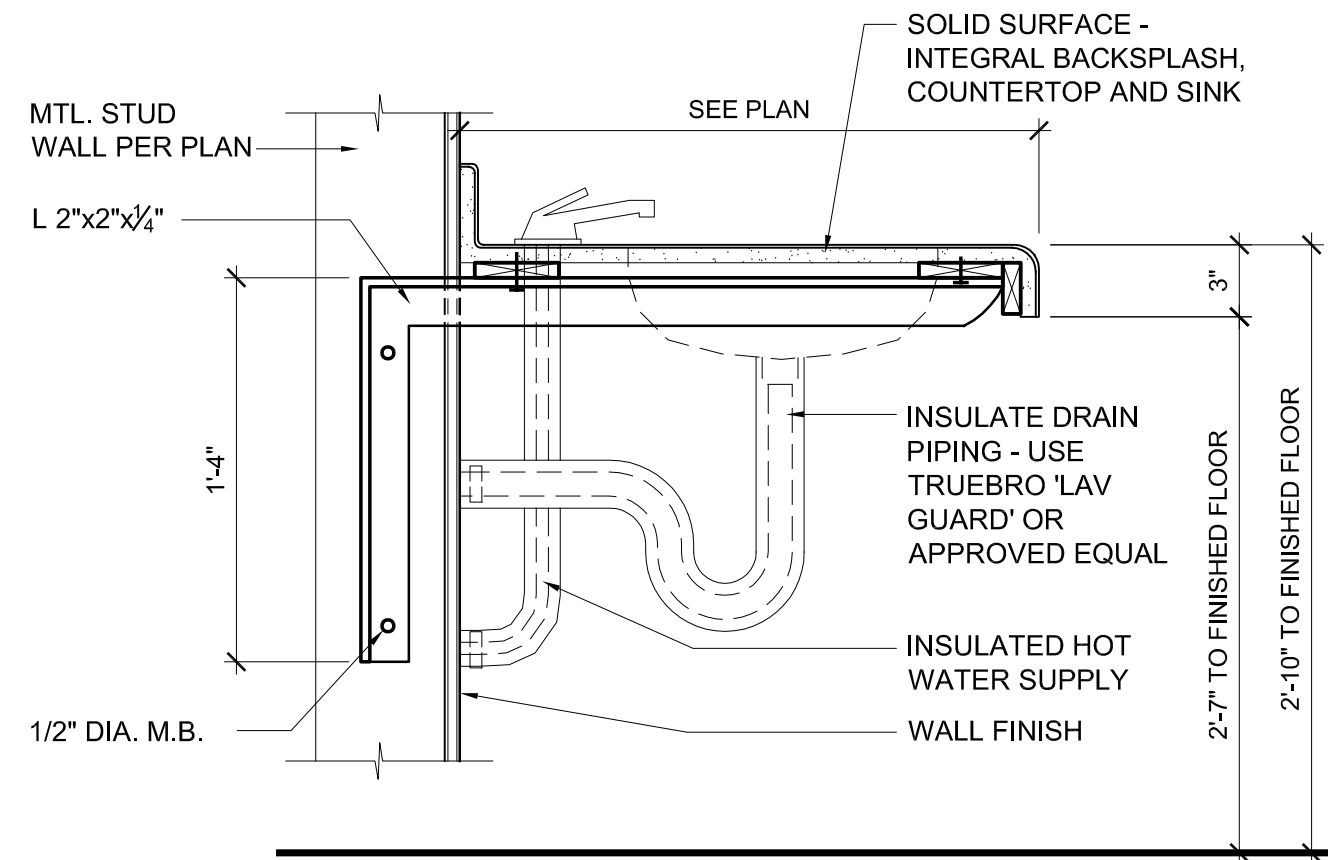
**11 ACCESSIBLE COUNTER**  
SCALE: 1"=1'-0"



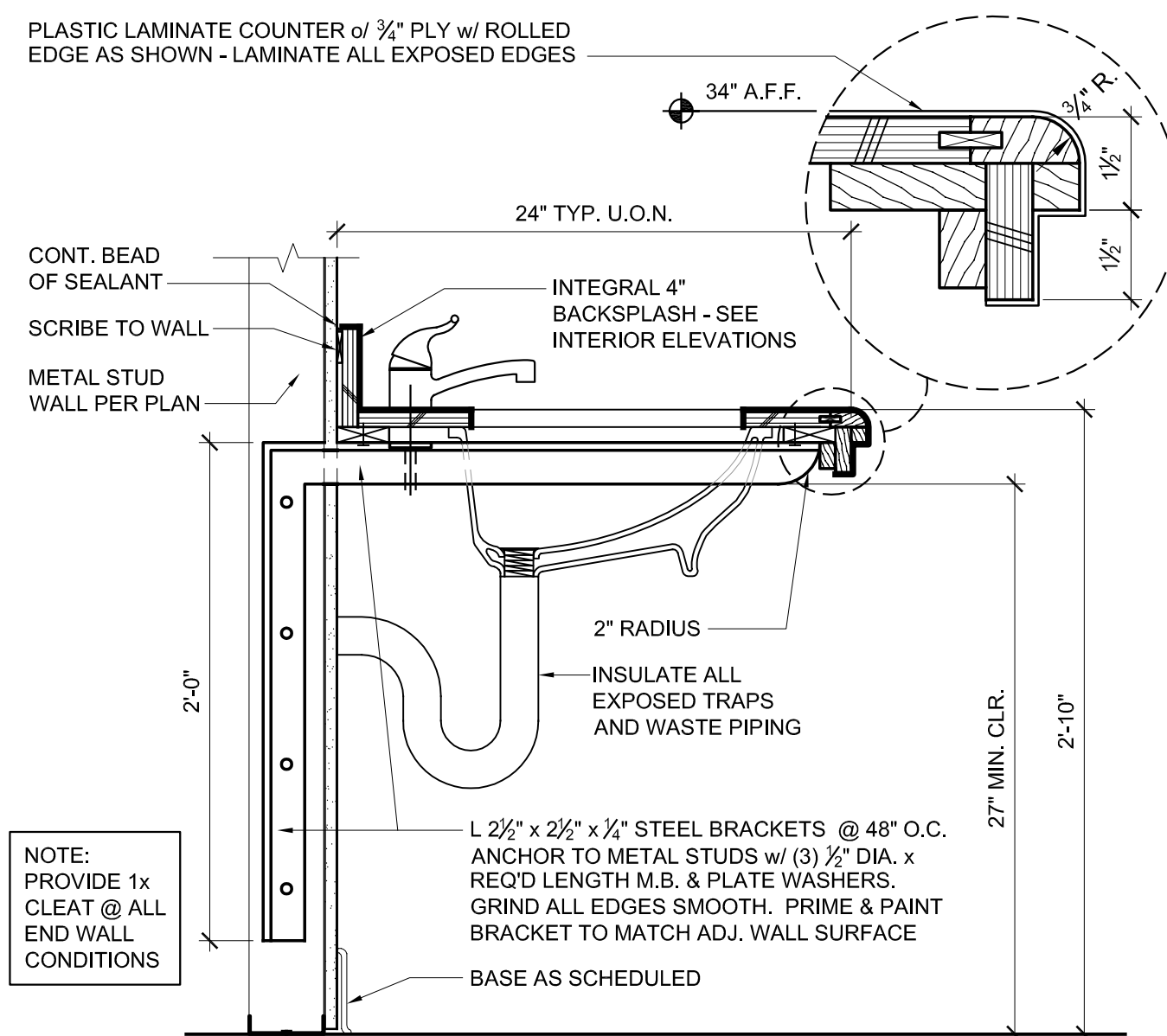
**12 INTERIOR DOOR THRESHOLD**  
SCALE: 3"=1'-0"



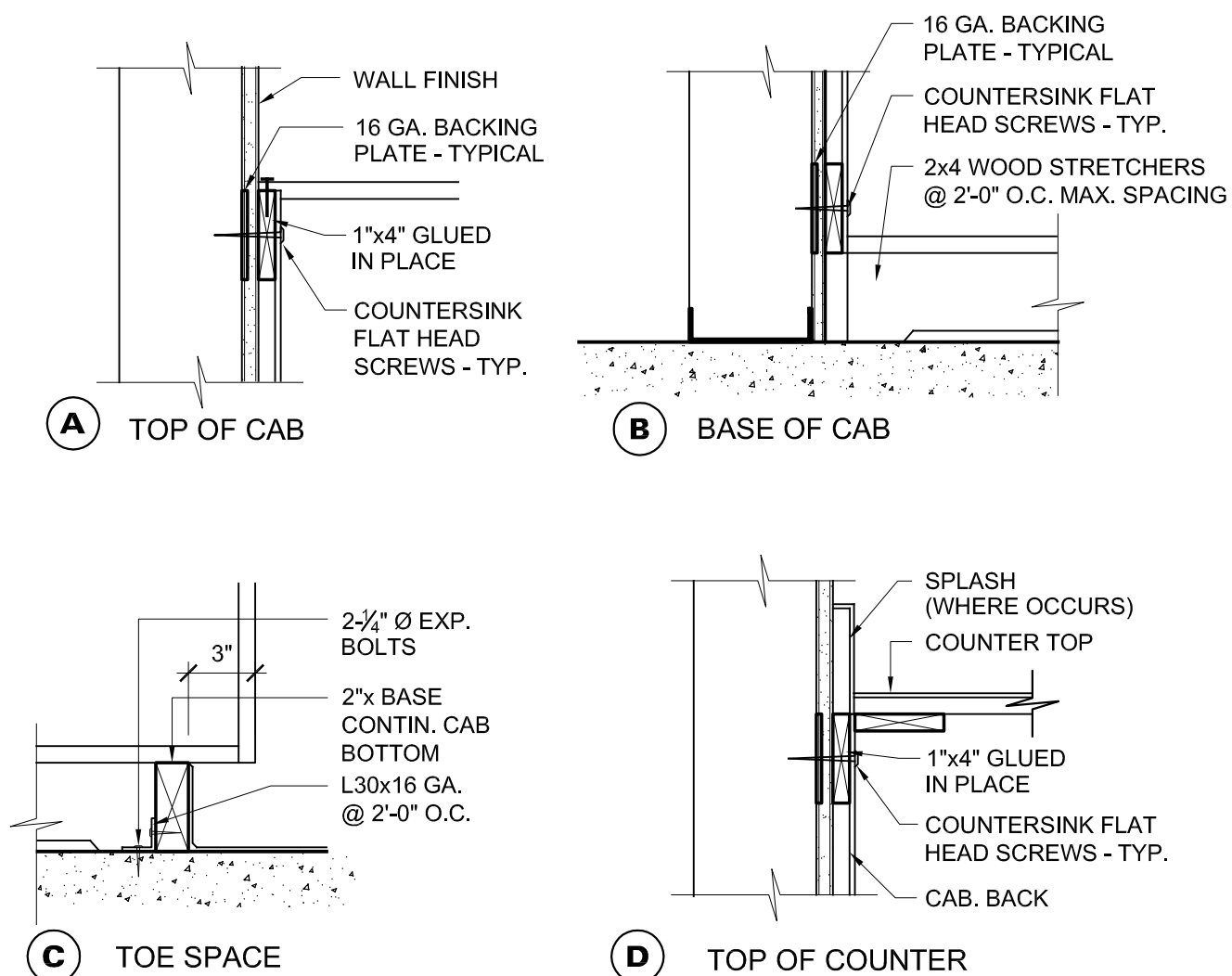
**13 TYPICAL BASE DETAILS**  
SCALE: 6"=1'-0"



**7 SOLID SURFACE COUNTER**  
SCALE: 1 1/2"=1'-0"



**8 PLASTIC LAMINATE COUNTER**  
SCALE: 1 1/2"=1'-0"



**9 CASEWORK DETAILS**  
SCALE: 1 1/2"=1'-0"

TYPICAL CASEWORK MATERIALS (UNLESS NOTED OTHERWISE): SEE SPECIFICATION FOR ADDITIONAL INFORMATION.

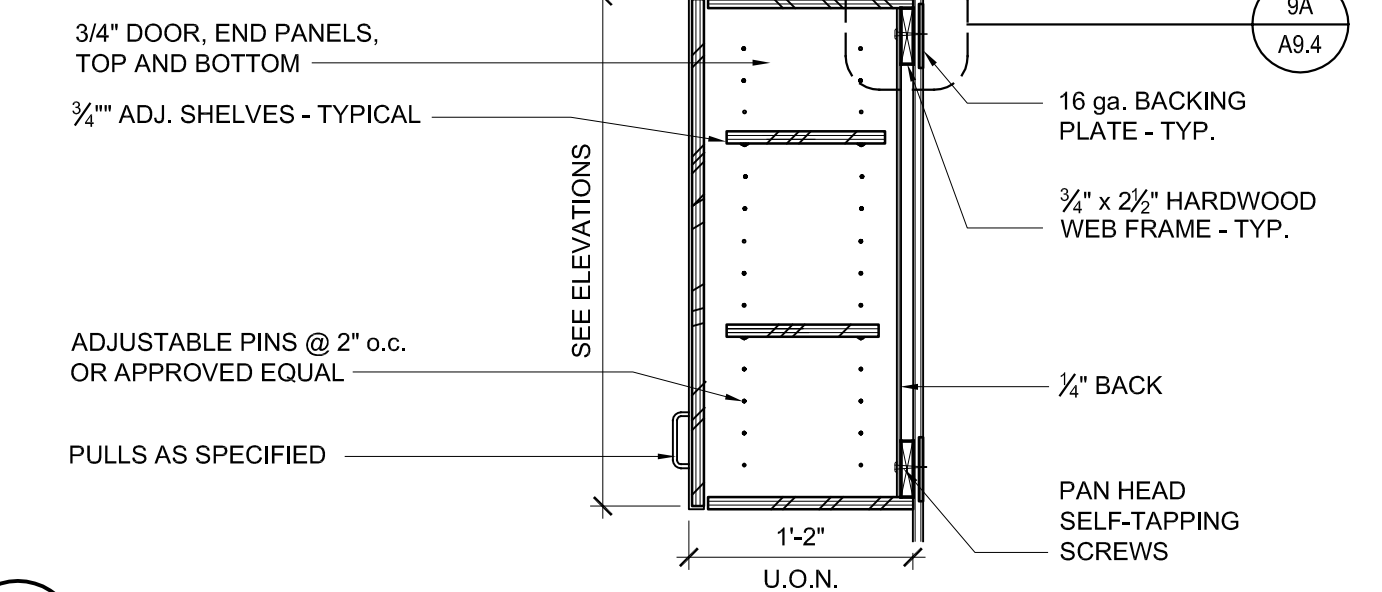
**CABINET:**  
3/4" PLYWOOD OR MDF AT ALL EXTERIOR SURFACES. PLASTIC LAMINATE ON ALL EXPOSED EXTERIOR SURFACES. CABINET DOORS ARE TO BE PLASTIC LAMINATE WITH CONCEALED HINGES, AND ARE TO RECEIVE .018" x 1/8" PVC EDGE BANDING. SEE ROOM FINISH SCHEDULE ON SHEET A2.4 FOR COLOR SELECTION. CABINET BACK TO BE 3/8" PLYWOOD.

**DRAWERS:**  
1/2" WOOD HARDBOARD BOTTOM w/ PLAS LAM EXTERIOR FINISH & WHITE MELAMINE INTERIOR FINISH. DRAWER FACE TO RECEIVE .018" THICK x 1/8" PVC EDGE BANDING. SEE ROOM FINISH SCHEDULE ON SHEET A2.4 FOR COLOR SELECTIONS. DRAWERS TO BE HUNG WITH FULL LENGTH EPOXY COATED BALL BEARING SLIDERS, INSTALLED TO MANUFACTURERS SPECIFICATIONS

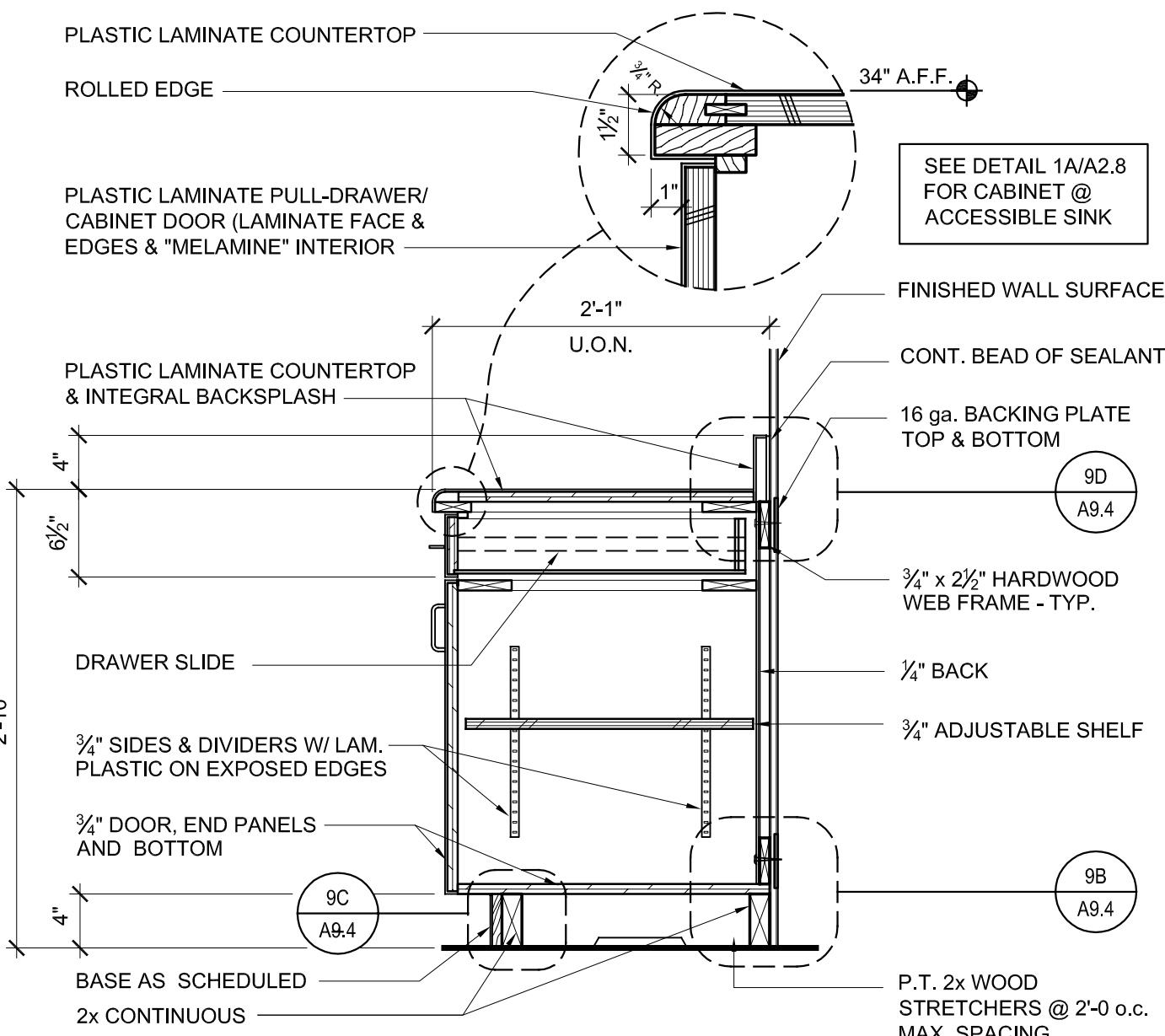
**SHELVES:**  
3/4" PARTICLE BOARD AT ALL INTERIOR SURFACES. ALL INTERIOR SURFACES OF CABINETS TO HAVE WHITE MELAMINE FINISH. PLASTIC LAMINATE ALL EXPOSED EXTERIOR SURFACES AS REQUIRED. SEE FINISH PLAN FOR COLOR SELECTION.

**CABINET HARDWARE:**  
CONCEALED EUROPEAN HINGES; 4" STAINLESS STEEL 'C' PULLS; ADJUSTABLE PINS @ 2" O.C.

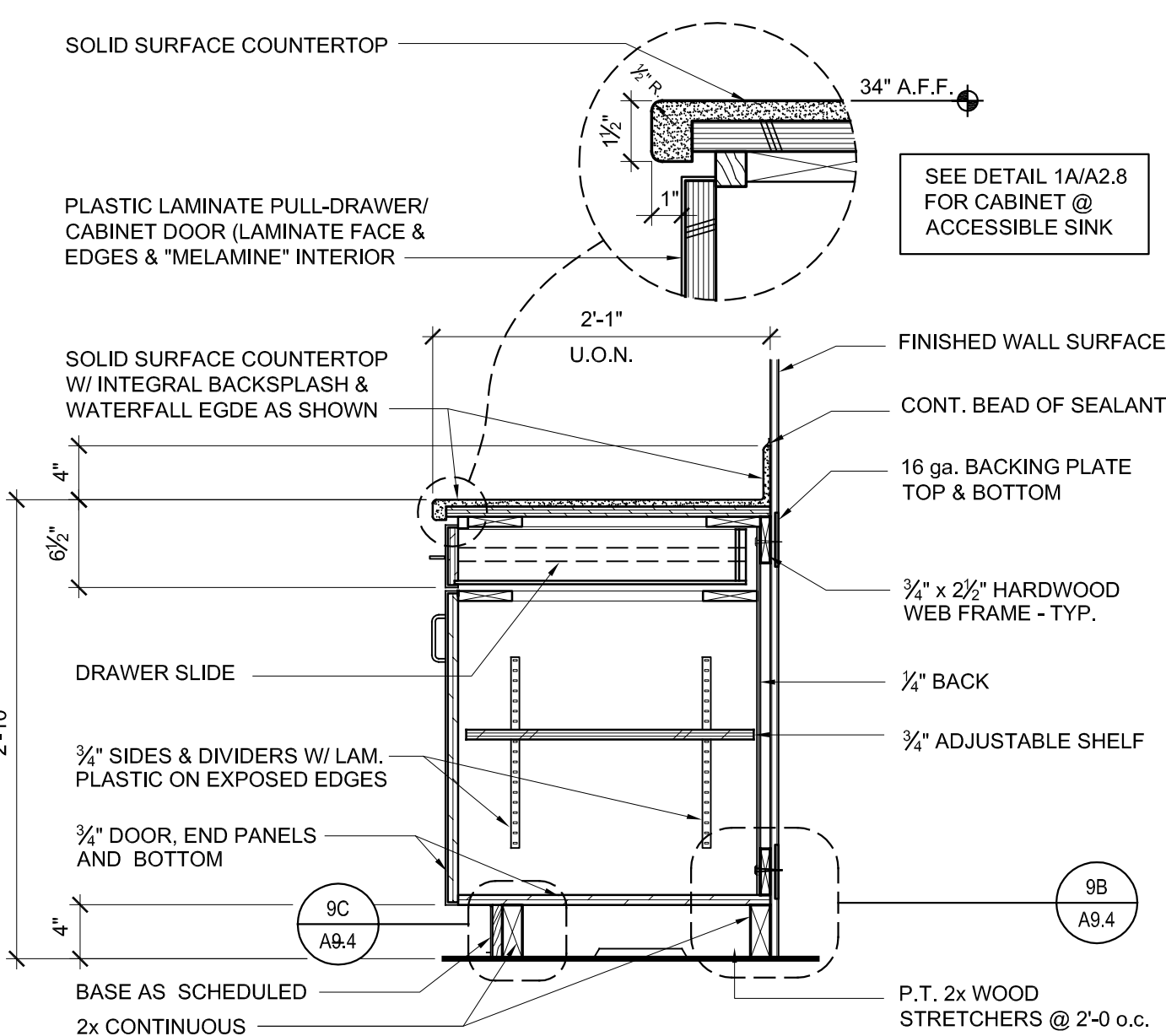
**NOTES:**  
G.C. TO PROVIDE 2" HOLES w/ PLASTIC GROMMETS THRU ALL MILLWORK FOR WIRING, PLUMBING, ETC. FINAL QUANTITY AND LOCATION TO BE DETERMINED BY OWNER. FIELD COORDINATE w/ EQUIPMENT INSTALLED. SEE SPECIFICATIONS FOR APPROXIMATE QUANTITY TO BID.



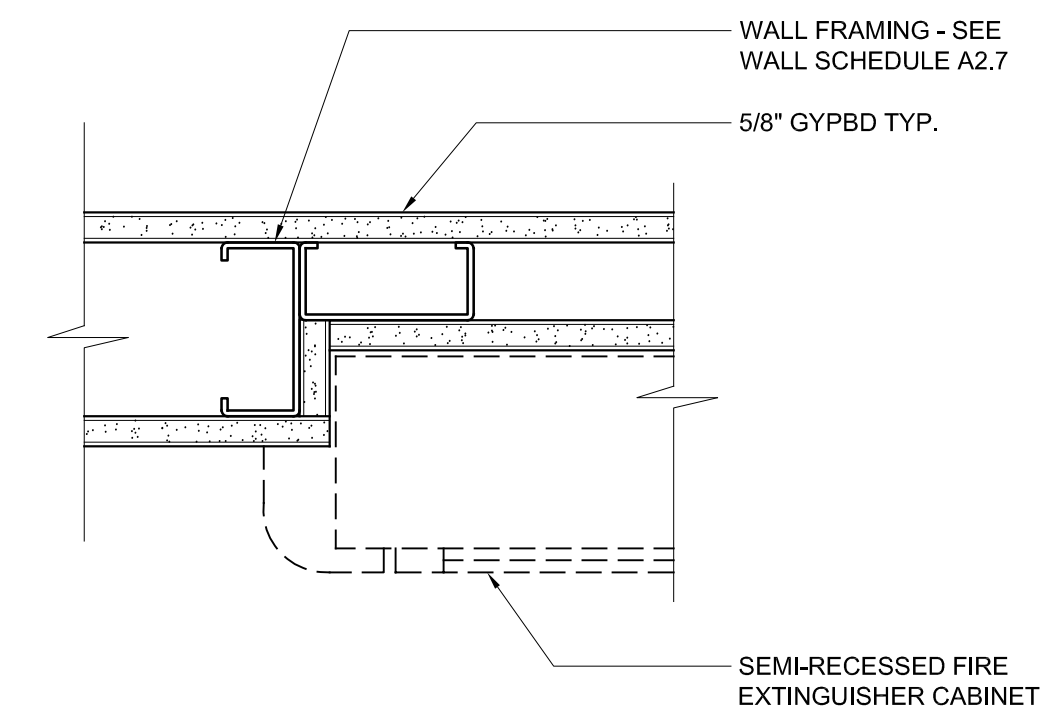
**4 UPPER CABINET @ LUNCH RM**  
SCALE: 1"=1'-0"



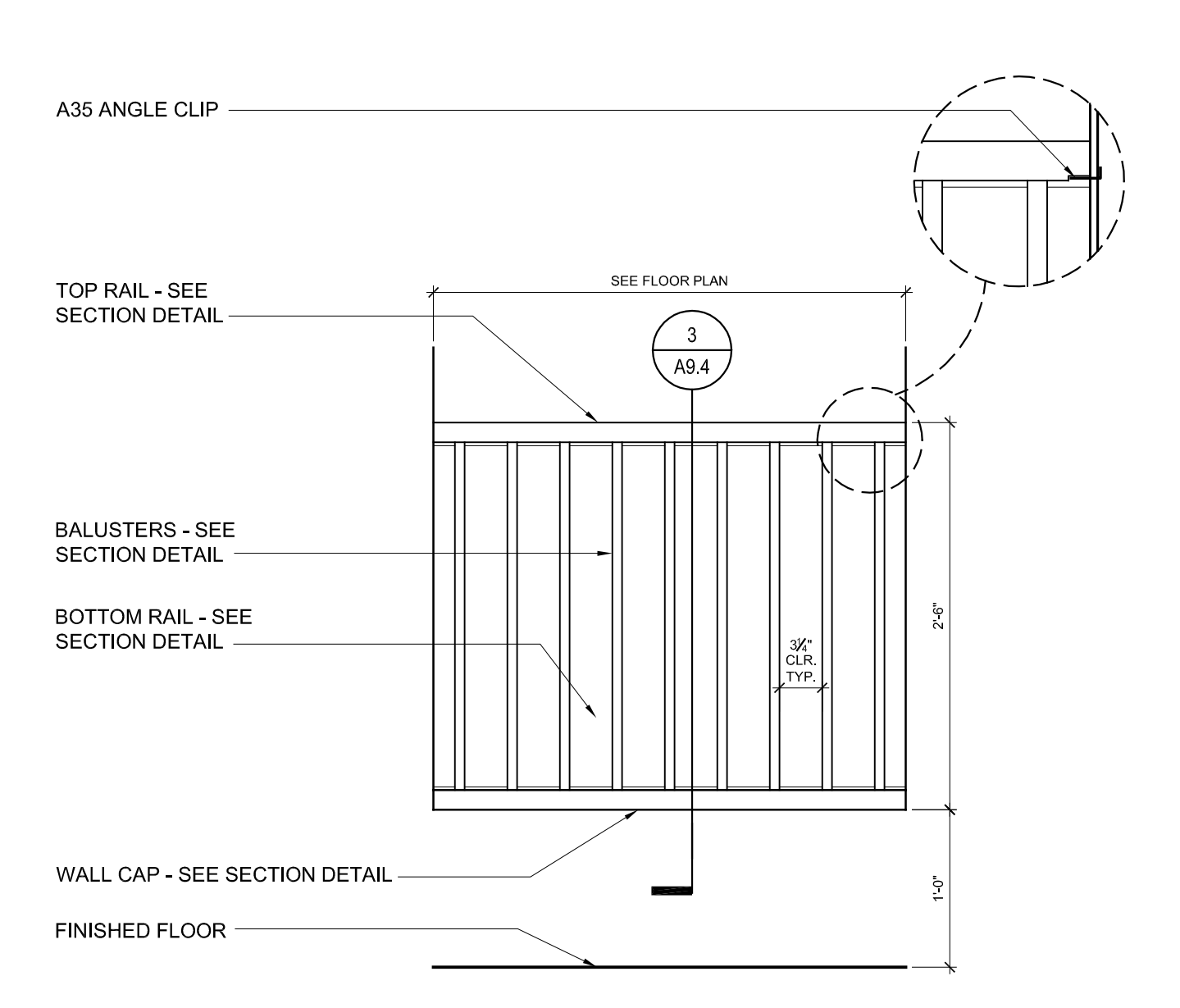
**5 LOWER CABINET @ LUNCH RM**  
SCALE: 1"=1'-0"



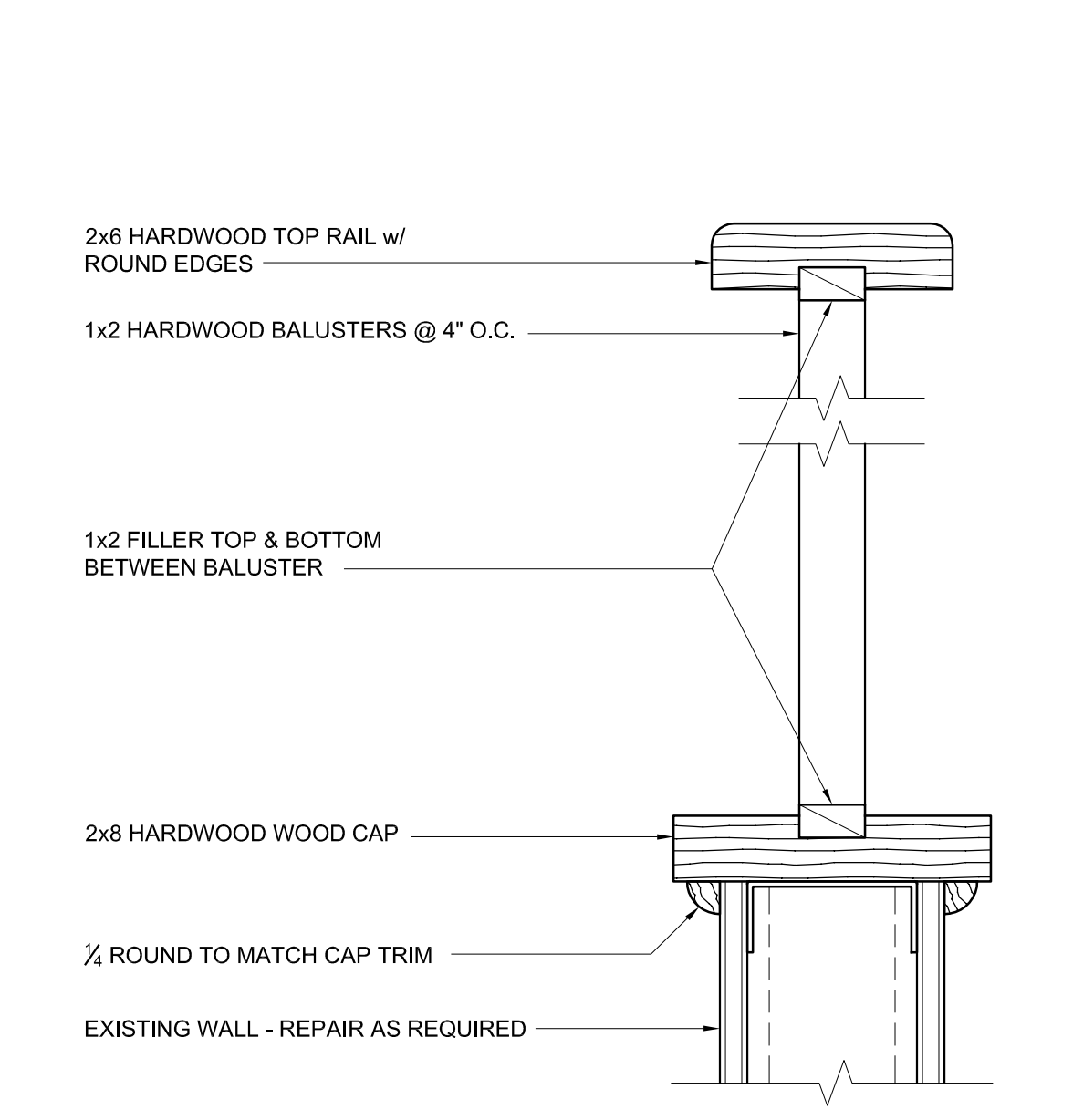
**6 LOWER CABINET @ CONF. RM**  
SCALE: 1"=1'-0"



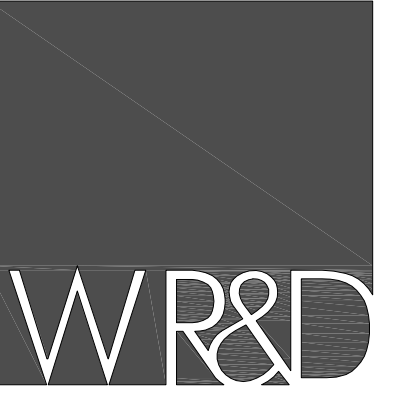
**1 FIRE EXTINGUISHER CABINET**  
SCALE: 3"=1'-0"



**2 STAIR RAIL ELEVATION**  
SCALE: 1"=1'-0"



**3 STAIR RAIL SECTION**  
SCALE: 3"=1'-0"



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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.  
**08192**

PLOT DATE: 2.12.2009

DRAWN BY: SC, AF, LH

CHECKED BY: RCS

SET ISSUED:

95% BUILDING SUBMITTAL 1/20/2009

BID SET 2/10/2009

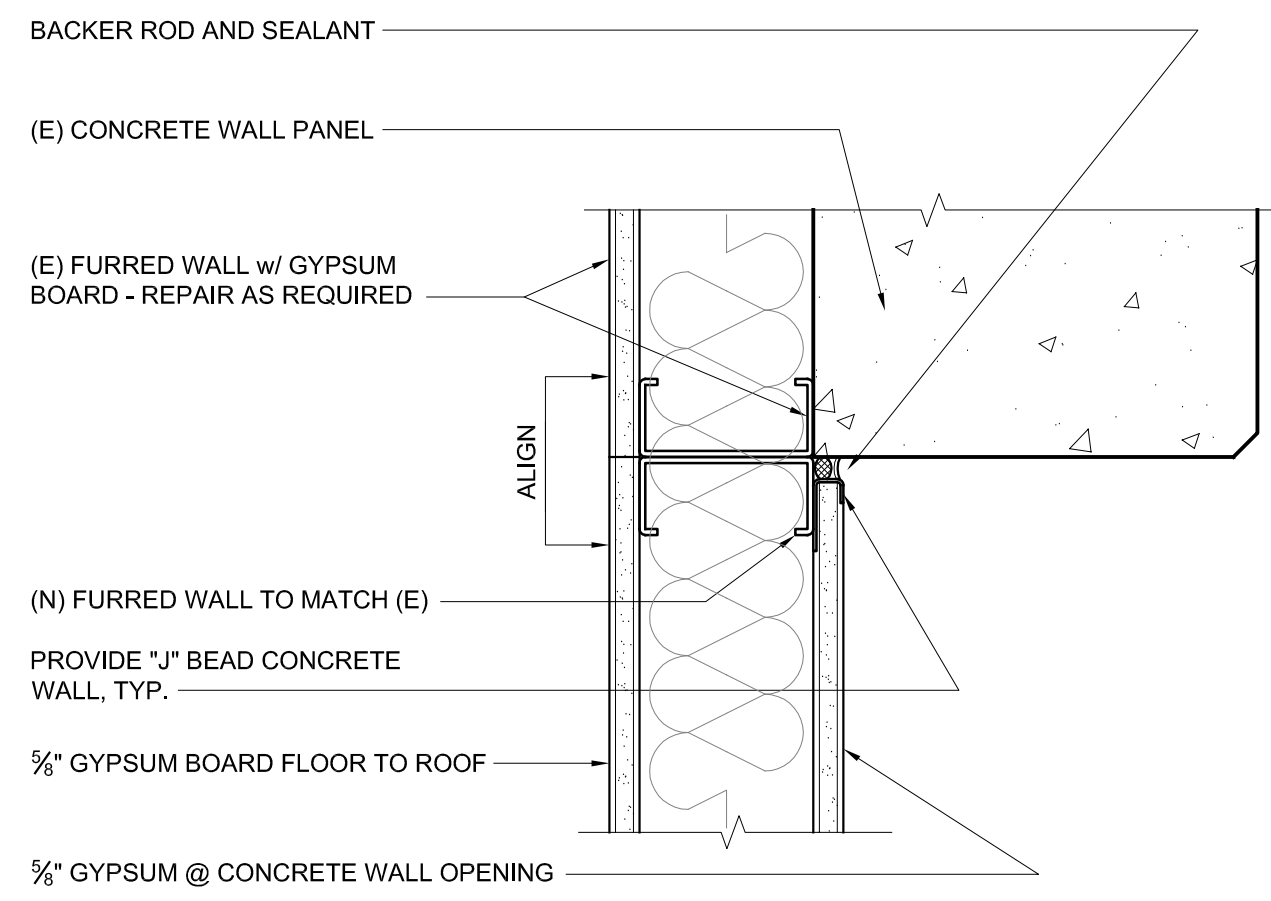
SHEET NAME:

**INTERIOR DETAILS**

SHEET NO.:

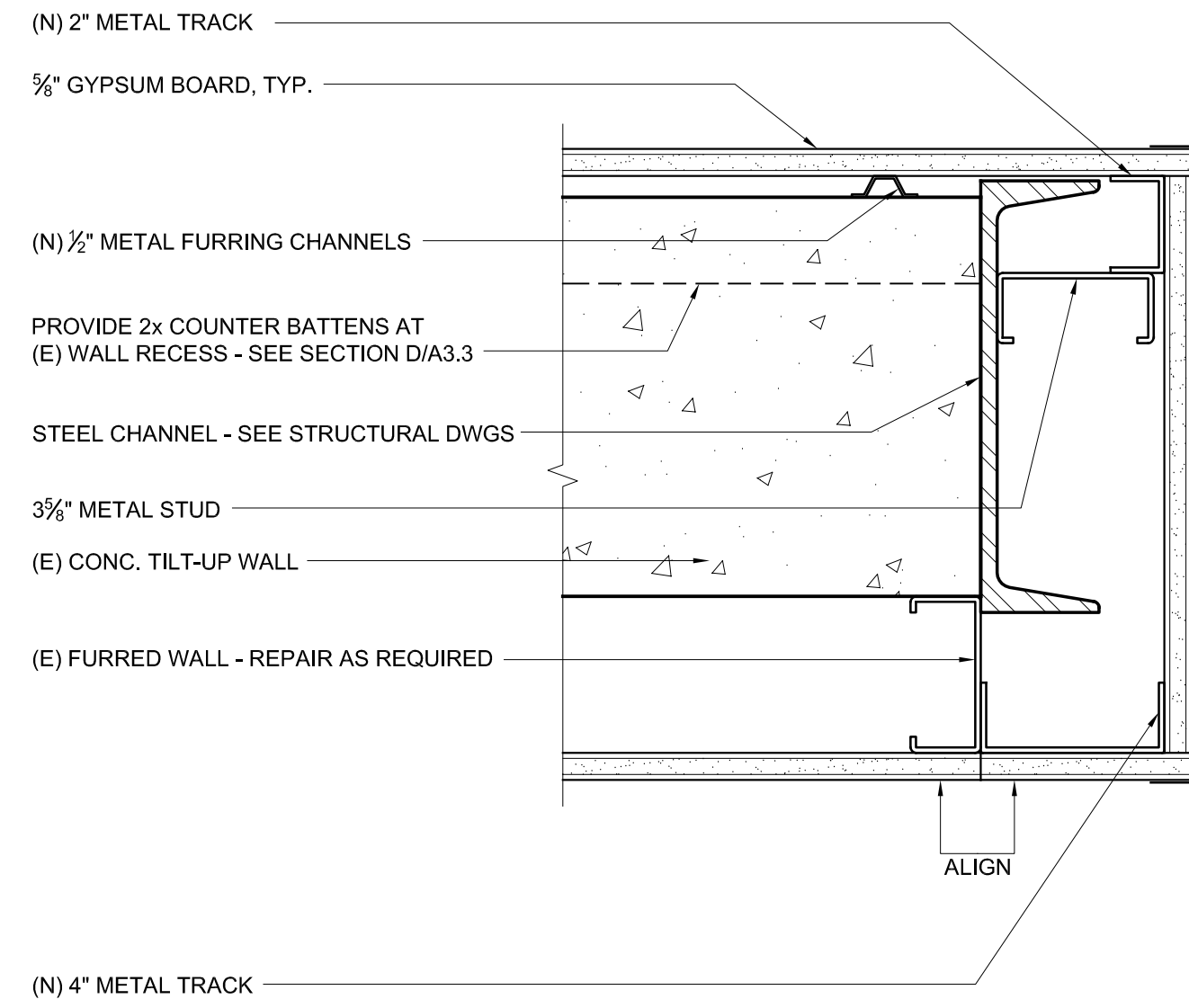
**A9.4**

FILE NAME: 08192-A94



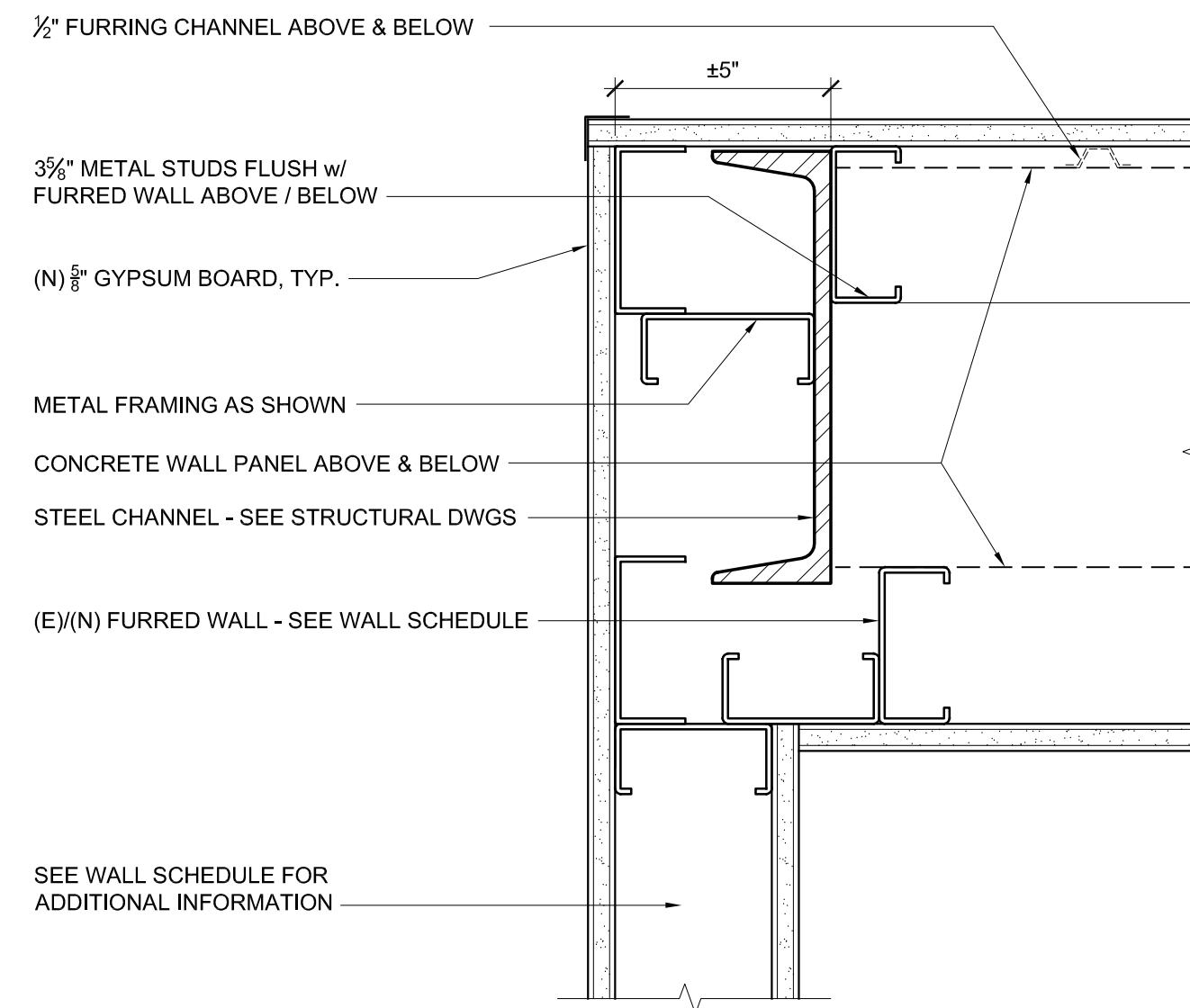
**10 FURRING AT JANITOR'S CLOSET**

SCALE: 3" = 1'-0"



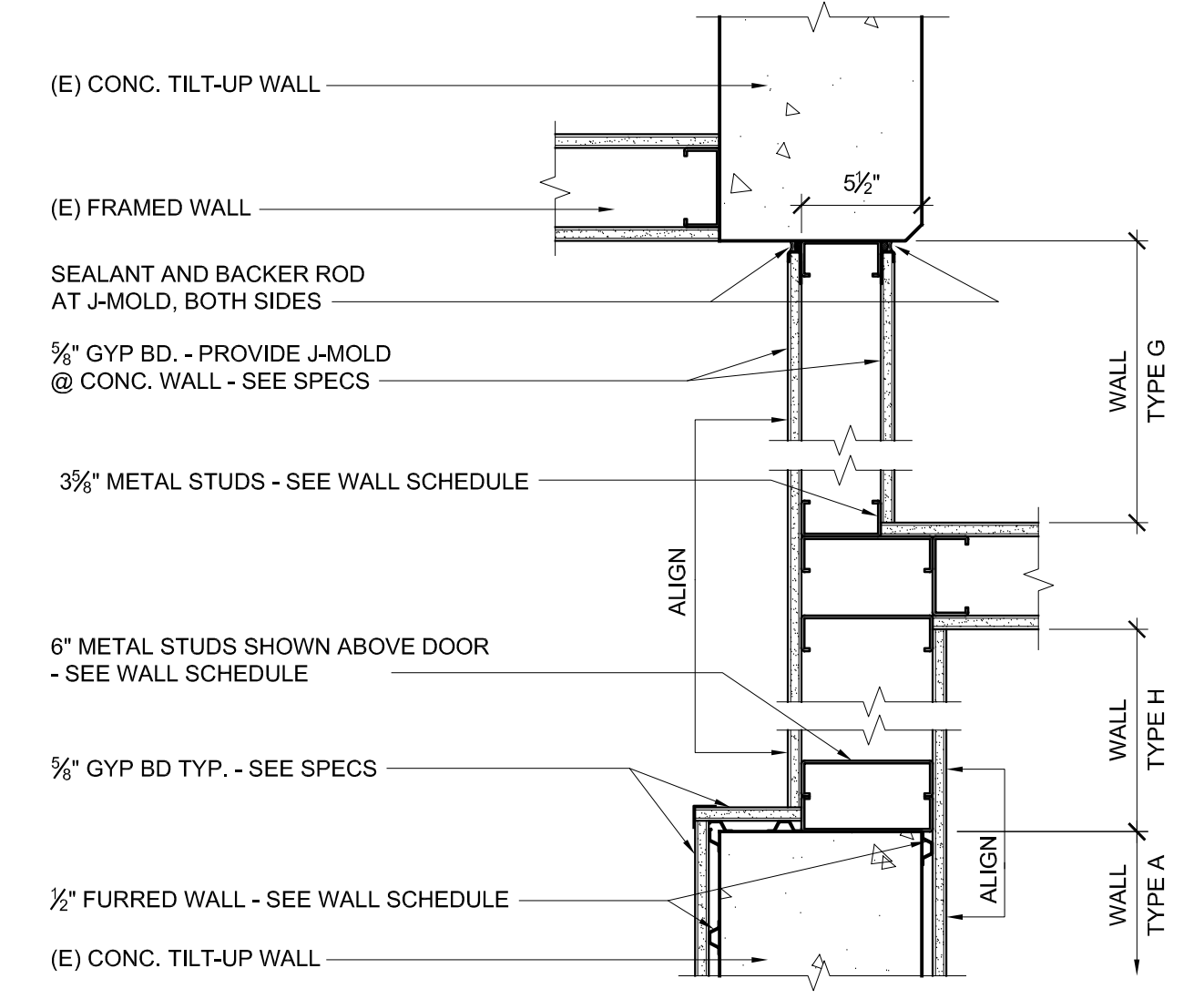
**7 FRAMING @ STEEL CHANNEL**

SCALE: 3" = 1'-0"



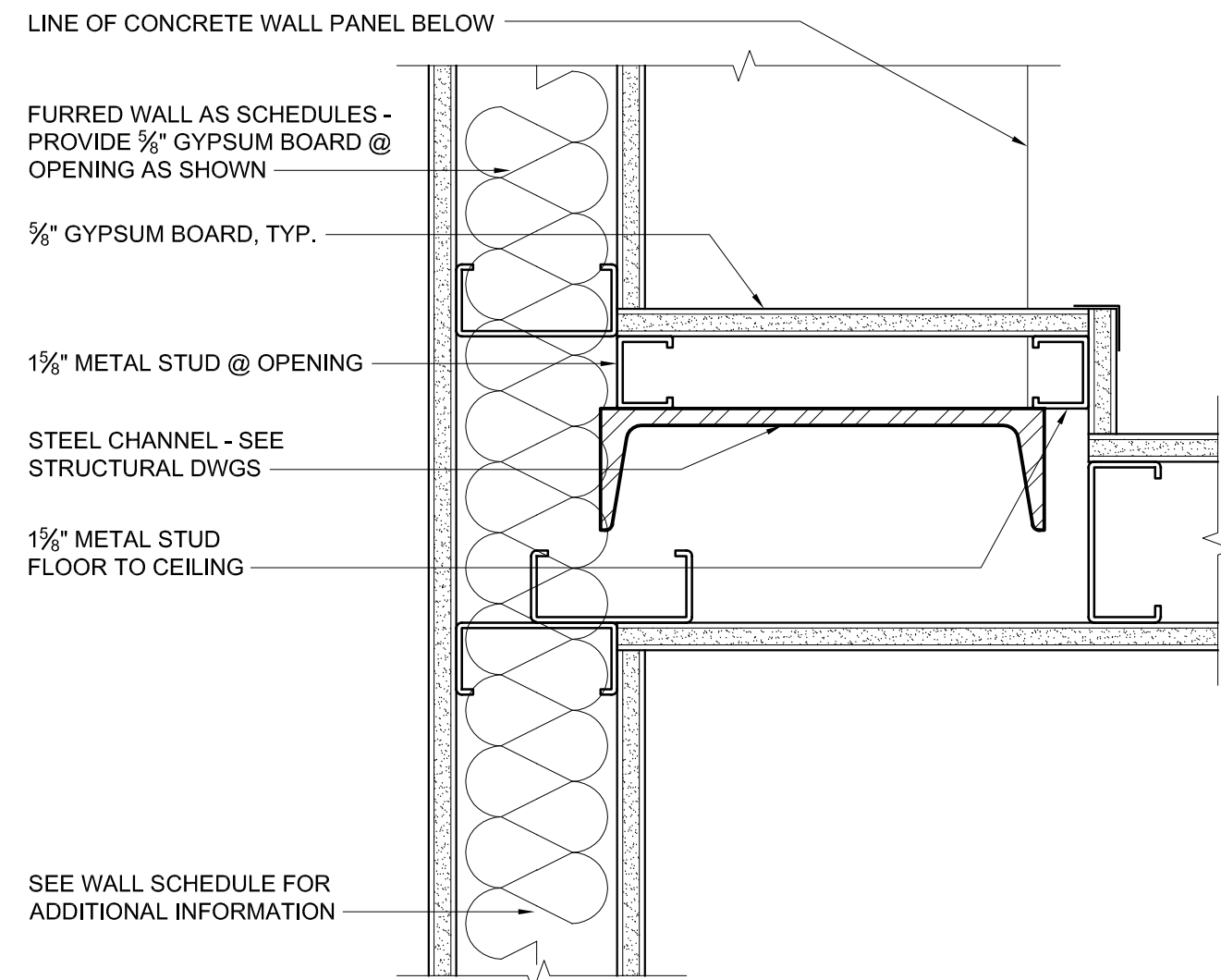
**4 FURRING @ STEEL CHANNEL**

SCALE: 3" = 1'-0"



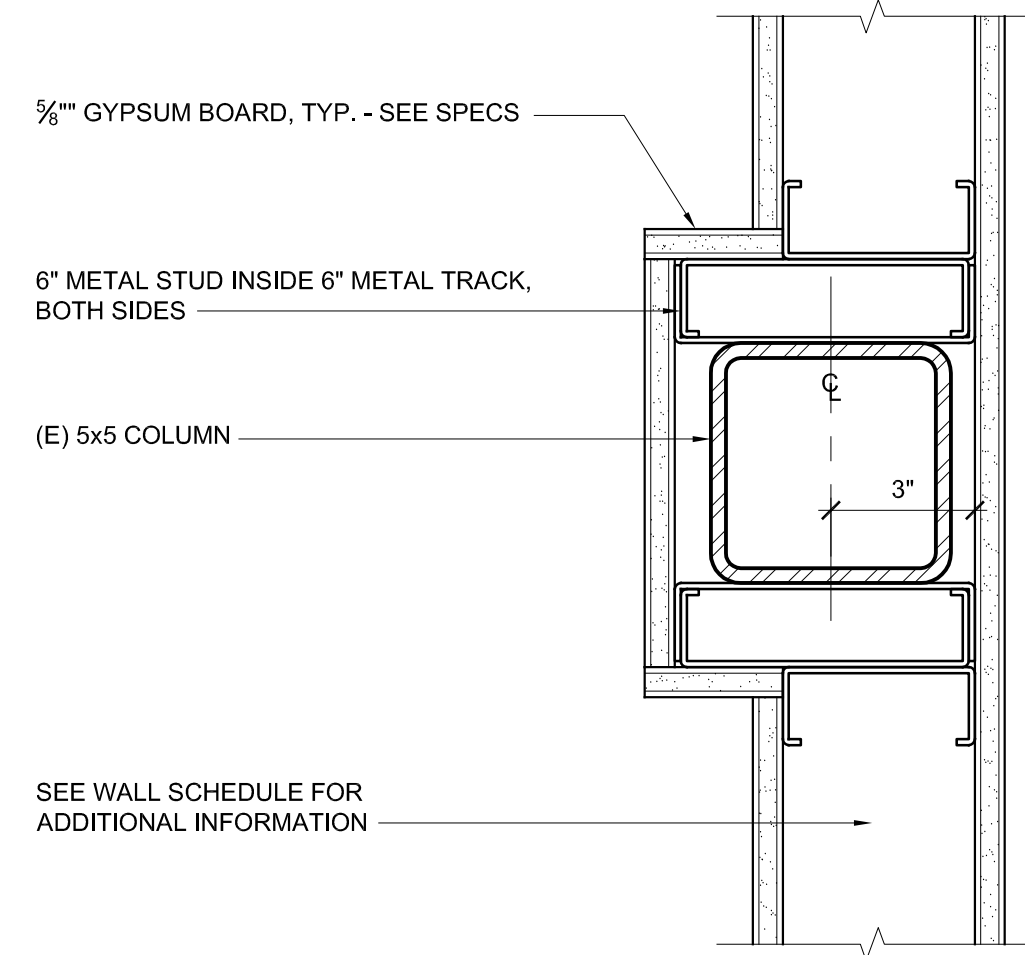
**1 FILL IN WALL AT MACHINE ROOM**

SCALE: 1-1/2" = 1'-0"



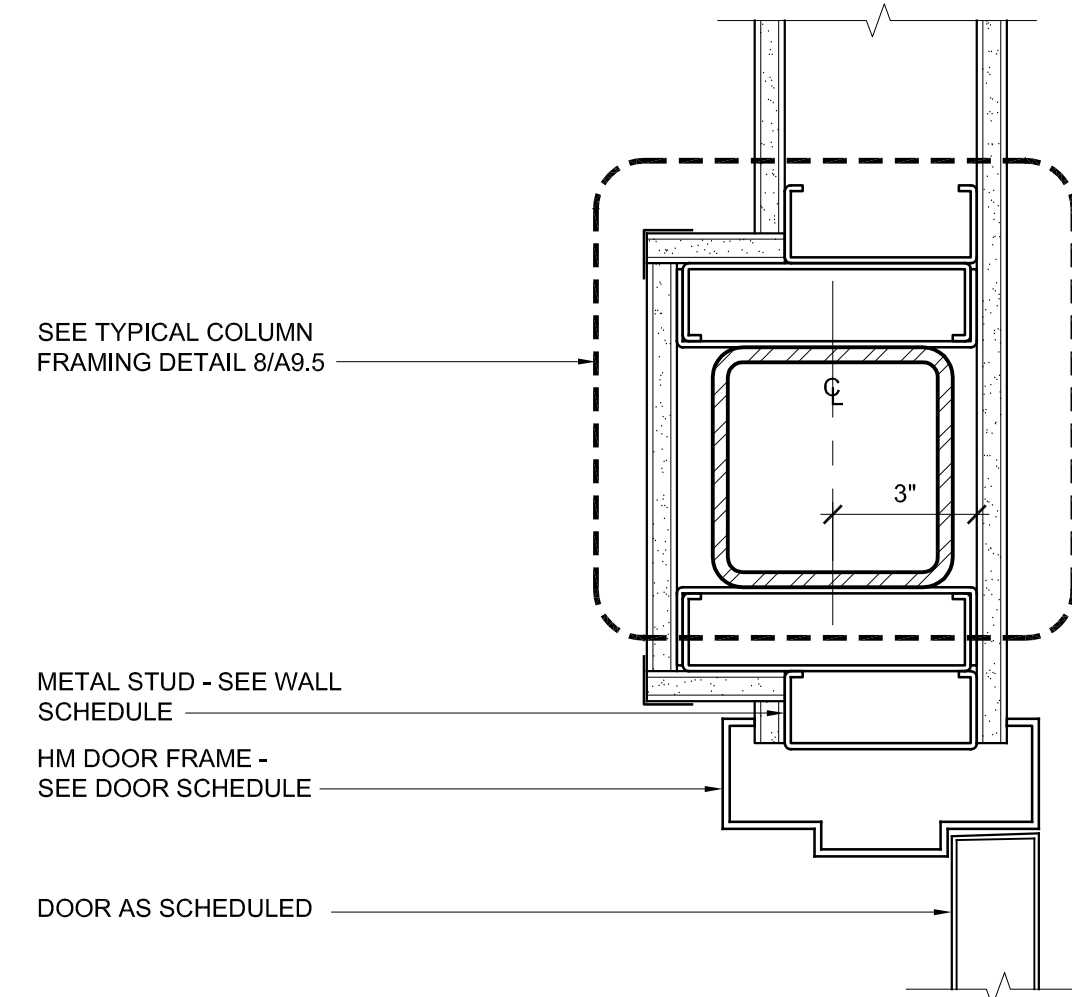
**11 FRAMING AT JANITOR'S CLOSET**

SCALE: 3" = 1'-0"



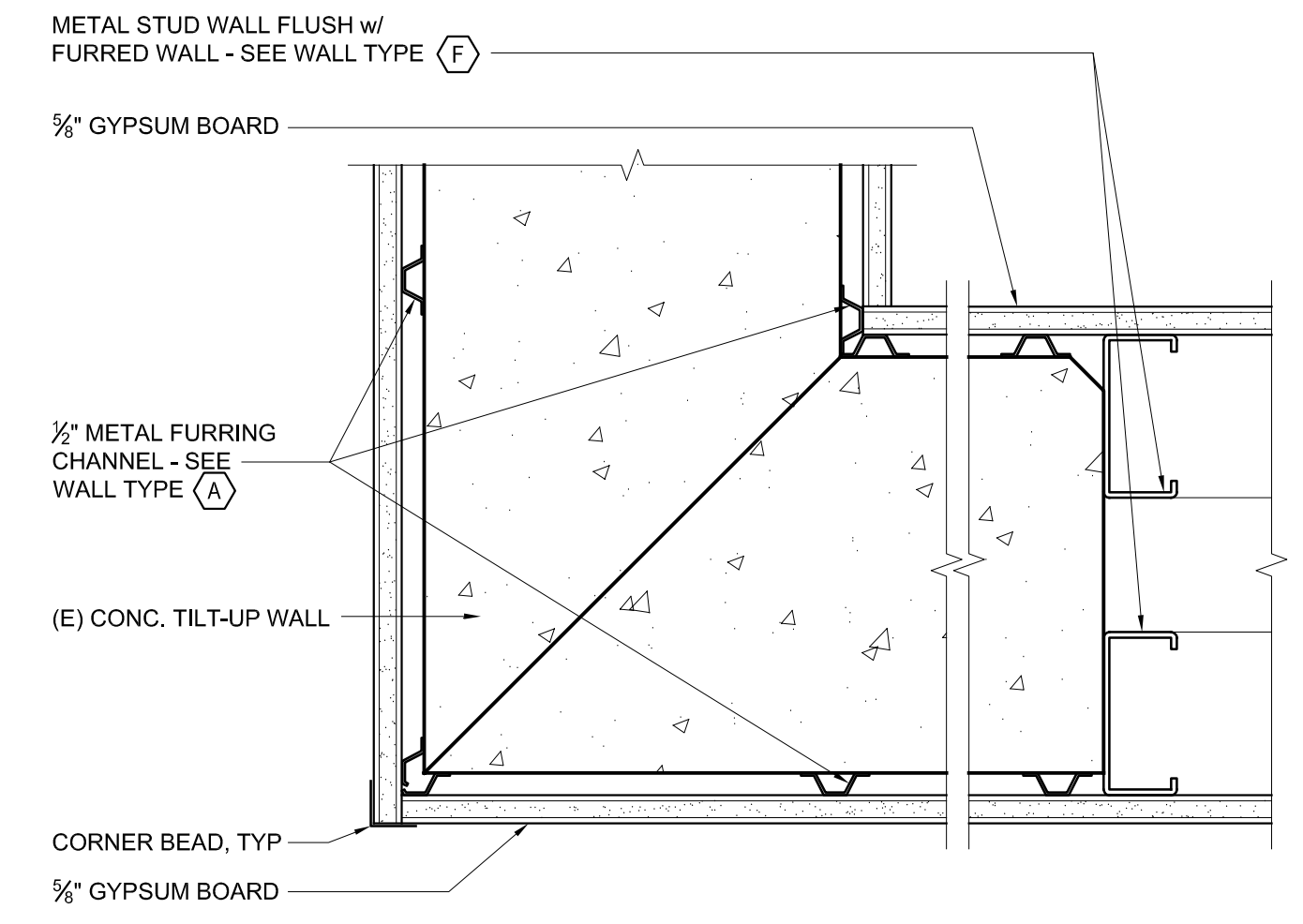
**8 TYP COLUMN FURRING**

SCALE: 3" = 1'-0"



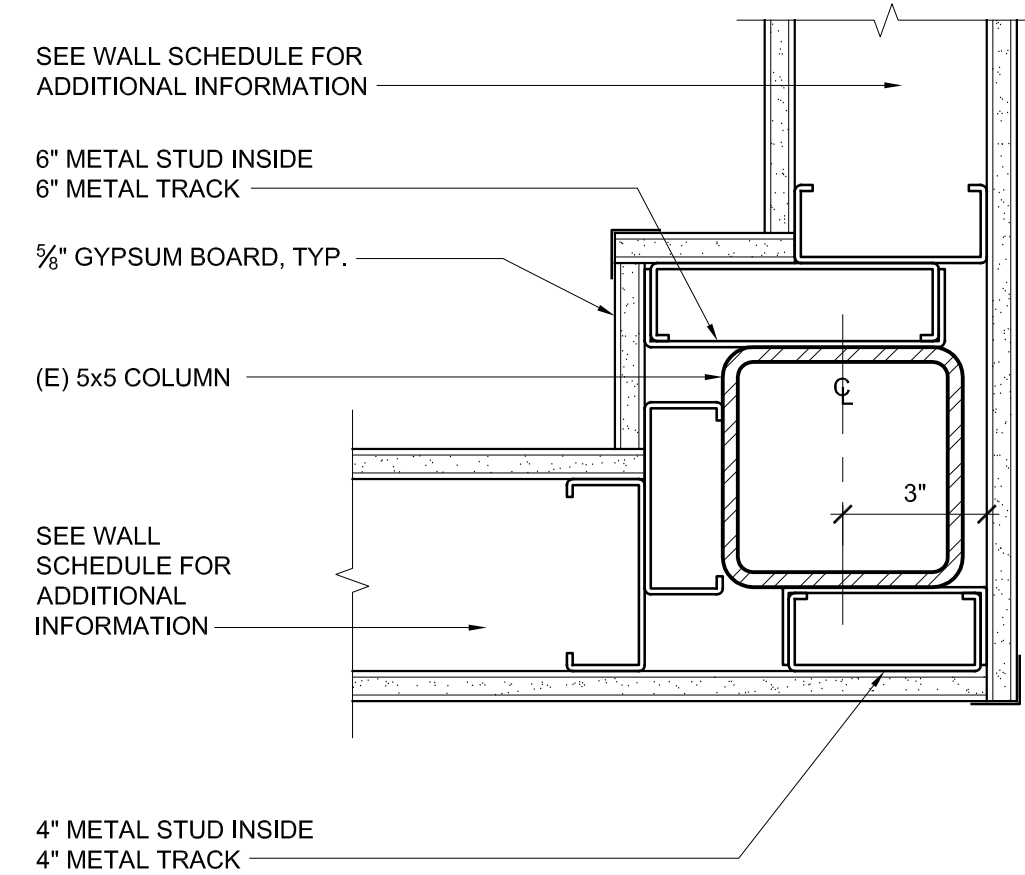
**5 COLUMN FRAMING @ ELECTRICAL CLOSET**

SCALE: 3" = 1'-0"



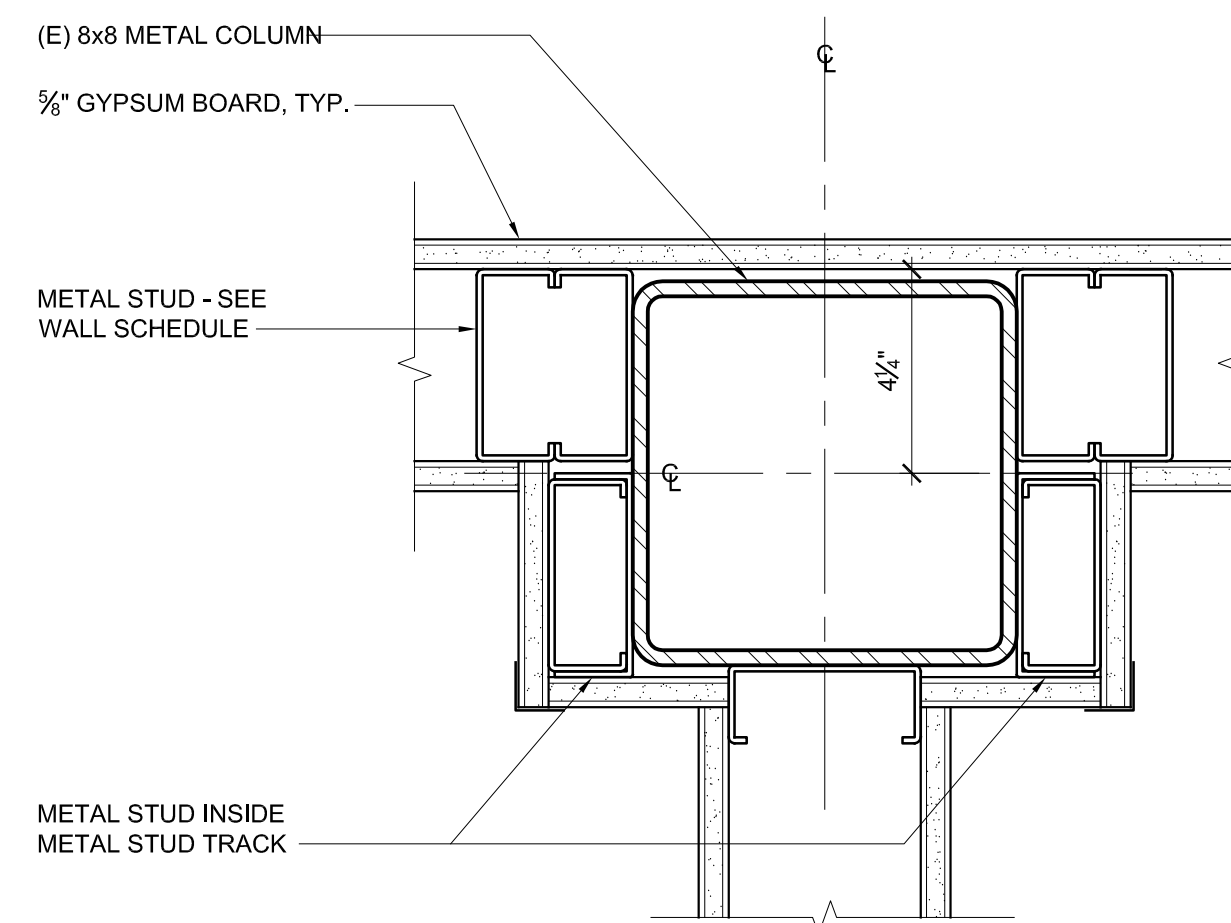
**2 FURRING AT FIRST FLOOR**

SCALE: 3" = 1'-0"



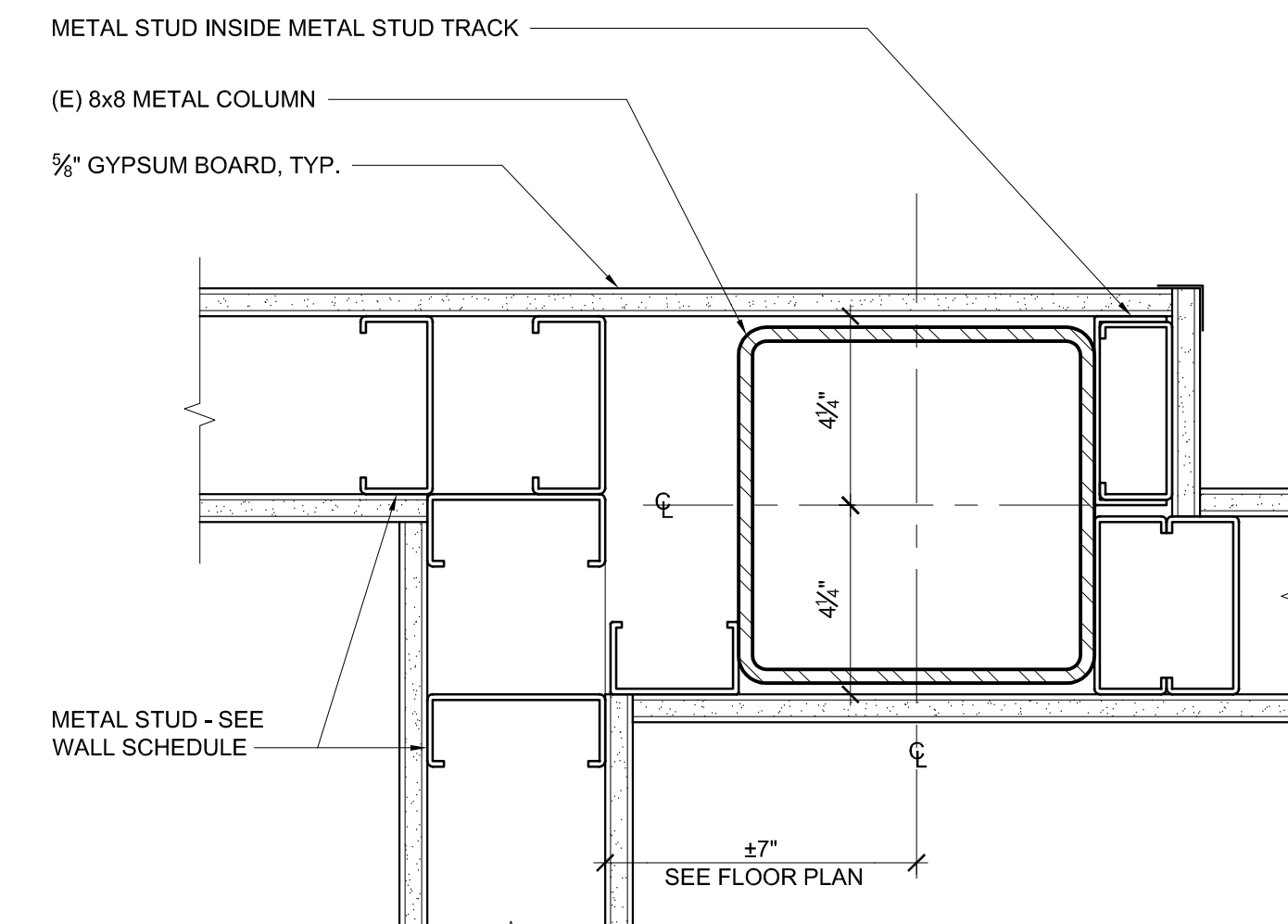
**9 COLUMN @ LEGAL ROOM**

SCALE: 3" = 1'-0"



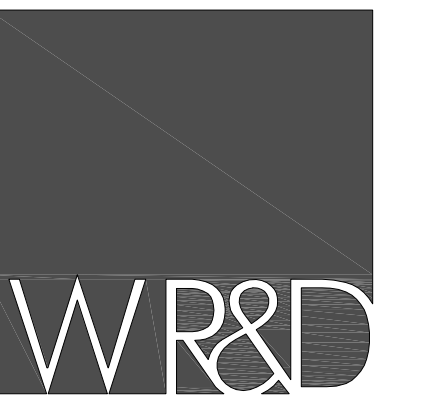
**6 COLUMN @ STORAGE ROOM**

SCALE: 3" = 1'-0"



**3 COLUMN @ SERVER ROOM**

SCALE: 3" = 1'-0"



**WALD RUHNKE & DOST ARCHITECTS LLP**

701 MISSION STREET  
SANTA CRUZ, CALIFORNIA 95060  
PHONE: 831.421.0468  
FAX: 831.421.0673  
WWW.WRDARCH.COM

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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO. 08192  
PLOT DATE: 2.12.2009  
DRAWN BY: SC, AF, LH  
CHECKED BY: RCS  
SET ISSUED:  
95% BUILDING SUBMITTAL 1/20/2009  
BID SET 2/10/2009

SHEET NAME:

**INTERIOR DETAILS**

SHEET NO.:

**A9.5**

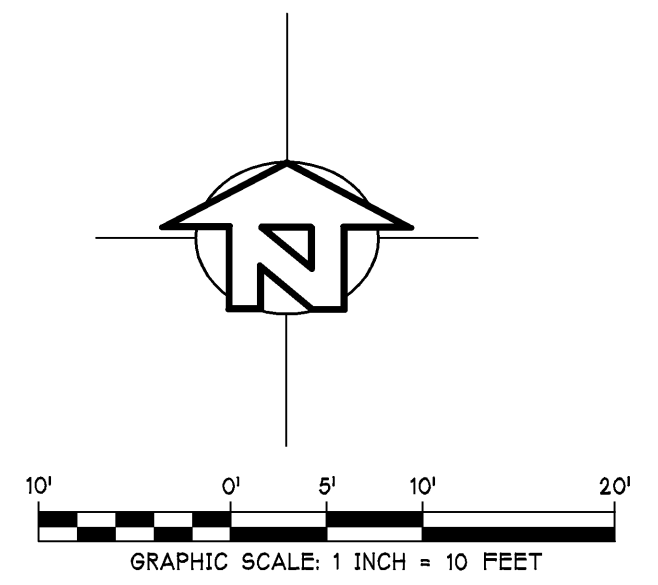
FILE NAME: 08192-A95

NOTE: TOPOGRAPHIC DATA WAS TAKEN FROM RECORD & FIELD MEASUREMENTS AND DOES NOT REPRESENT SURVEYED TOPOGRAPHY.

NOTE: BOUNDARY DATA WAS TAKEN FROM RECORD AND DOES NOT REPRESENT DATA TAKEN FROM SURVEY BOUNDARY MAP.



**IFLAND ENGINEERS**  
 5200 SOQUEL AVENUE,  
 SUITE 102,  
 SANTA CRUZ, CA 95062  
 TEL (831) 426-5313  
 FAX (831) 426-1763  
 www.iflandengineers.com

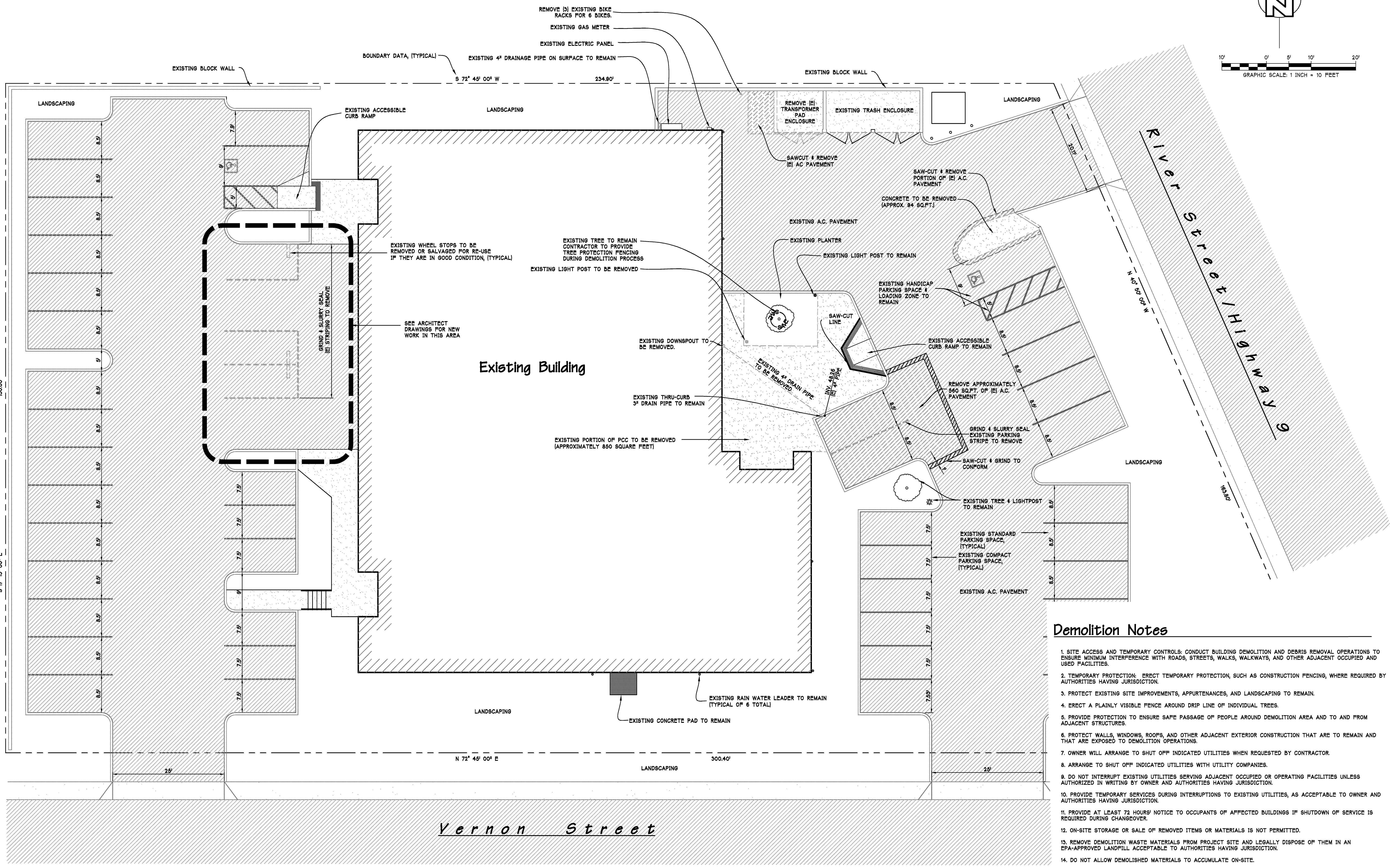


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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON STREET  
 SANTA CRUZ, CA 95060



**Existing Condition & Demolition Plan**

SCALE: 1" = 10'

JOB NO.  
**08063**

PRINT DATE: 12/10/08

PLOT DATE: 2.11.2009

DRAWN BY: SS

CHECKED BY: DM

SET ISSUED:

---

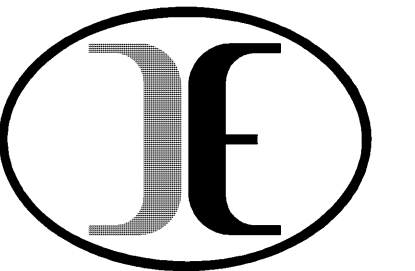
SHEET NAME:  
**EXISTING  
 CONDITIONS &  
 DEMOLITION PLAN**

SHEET NO.:

C1

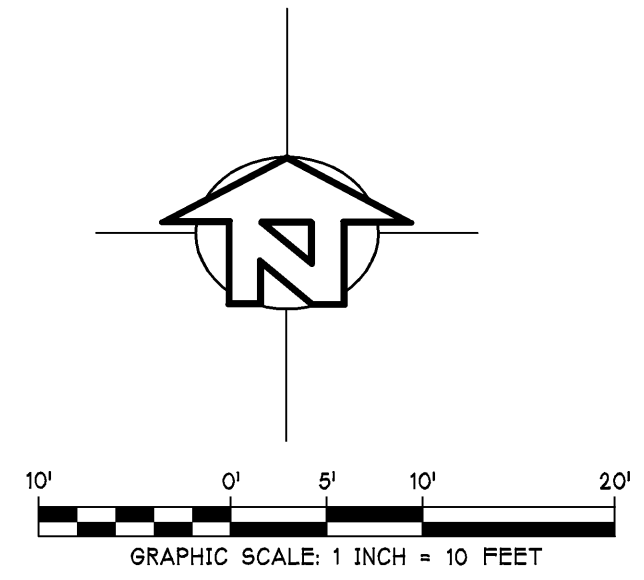
FILE NAME: C1.dwg





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5200 SOQUEL AVENUE,  
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SANTA CRUZ, CA 95062  
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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON STREET  
SANTA CRUZ, CA 95060

JOB NO.  
**08063**

PRINT DATE: 12/10/08

PLOT DATE: 2.11.2009

DRAWN BY: SS

CHECKED BY: DM

SET ISSUED:

SHEET NAME:

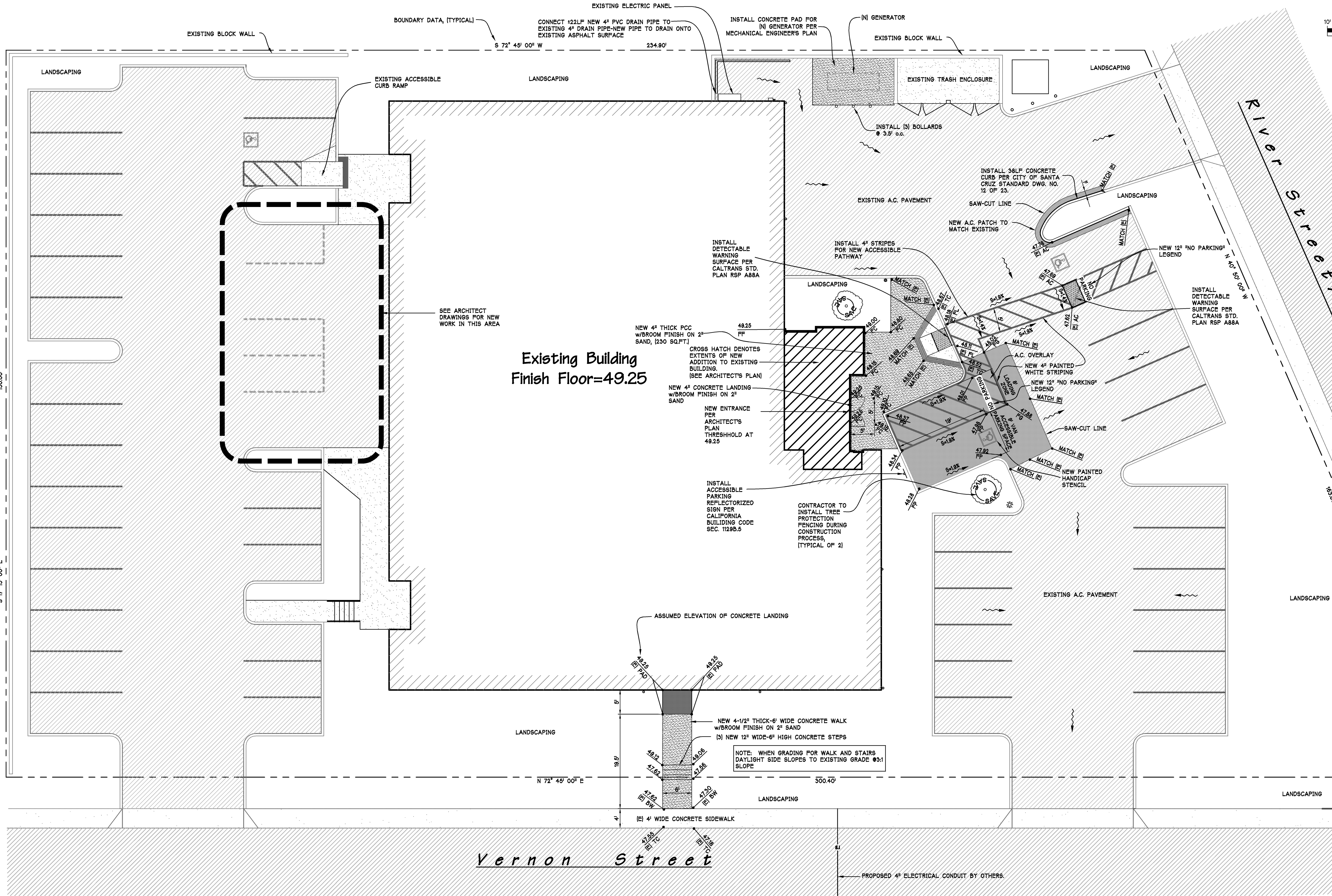
**GRADING & DRAINAGE PLAN**

SHEET NO.:

**C2**

FILE NAME: C2.dwg

NOTE: ELECTRICAL ENGINEER IS RECOMMENDING TO PIPE DOWNSPOUT DRAIN TO UNDERGROUND PIPING. FURTHER RESEARCH IS NEEDED TO ACCOMPLISH THIS RECOMMENDATION.

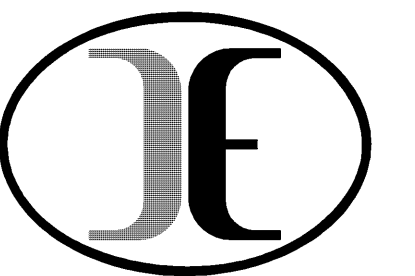


Existing Building  
Finish Floor=49.25

*Vernon Street*

# Grading & Drainage Plan

SCALE: 1" = 10'



**IFLAND ENGINEERS**

5200 SOQUEL AVENUE,  
SUITE 102,  
SANTA CRUZ, CA 95062  
TEL (831) 426-5313  
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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON STREET  
SANTA CRUZ, CA 95060

JOB NO.  
**08063**

PRINT DATE: 12/10/08

PLOT DATE: 12/10/08 11.2009

DRAWN BY: SS

CHECKED BY: DM

SET ISSUED:

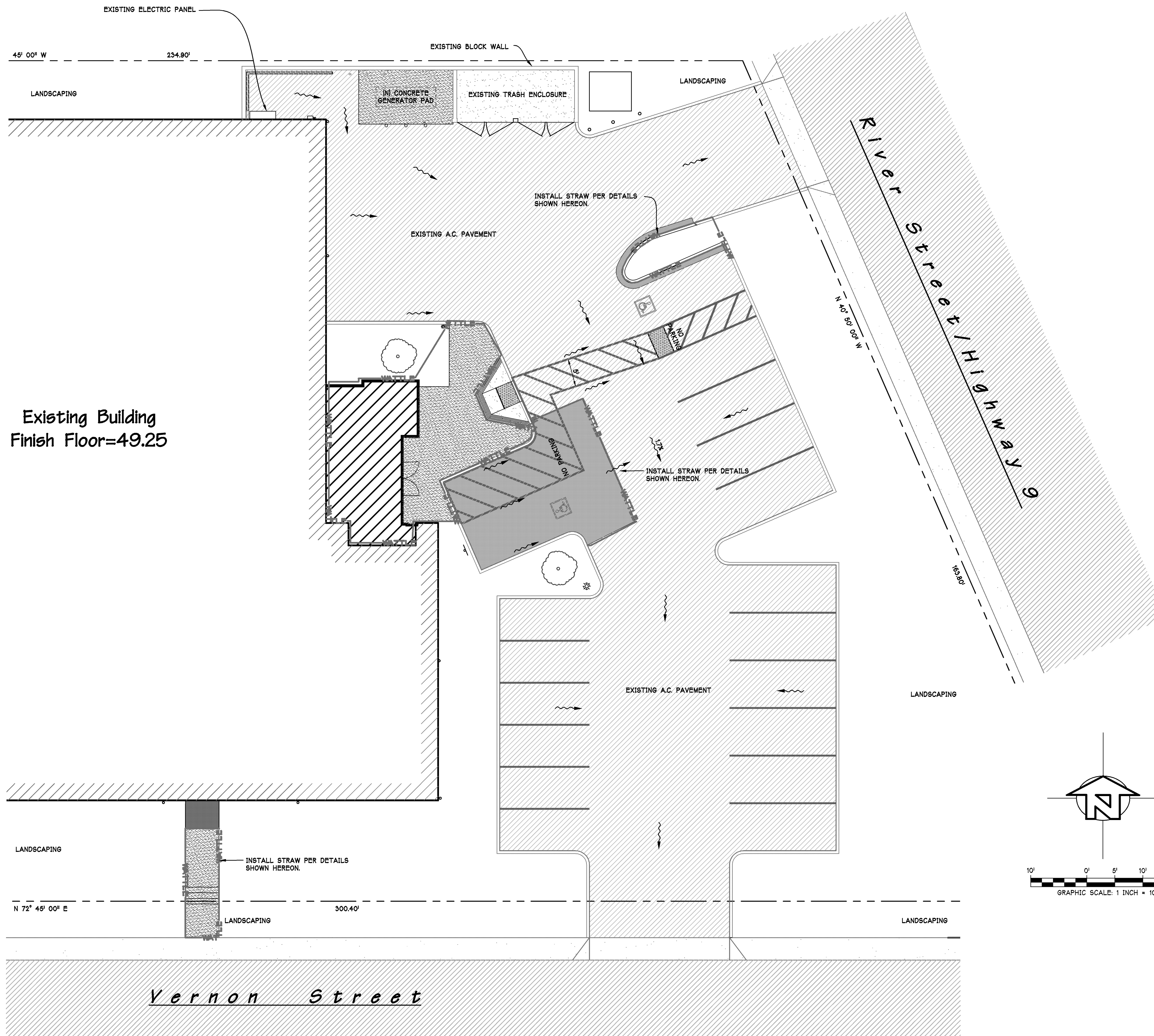
SHEET NAME:

EROSION CONTROL PLAN, NOTES & DETAILS

SHEET NO.:

C3

FILE NAME: C3.dwg



**CONSTRUCTION SPECIFICATIONS**  
PREPARE THE SURFACE BEFORE THE WATTLING PROCEDURE IS STARTED.  
SHALLOW GULLIES OR RUTS SHOULD BE SMOOTHED AS WORK PROGRESSES.  
THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE WATTLE.  
IT IS CRITICAL THAT WATTLES ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT, PARALLEL TO THE SLOPE CONTOUR.  
LAY THE ROLL ALONG THE TRENCHES FITTING IT SNUGLY AGAINST THE SOIL. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE STRAW WATTLE.  
DRIVE THE STAKE THROUGH THE WATTLE INTO SOIL. LEAVE ONLY 1 OR 2 INCHES (25 OR 51 MM) OF STAKE EXPOSED ABOVE ROLL.  
INSTALL STAKES AT LEAST EVERY 4 FEET (1.2 M) APART THROUGH THE WATTLE.

**DEFINITION:**  
STRAW WATTLES ARE MANUFACTURED FROM STRAW THAT IS WRAPPED IN TUBULAR BLACK PLASTIC NETTING. THEY ARE APPROXIMATELY 8 INCHES (200 mm) IN DIAMETER BY 25-30 FEET (8-9 m) LONG. WATTLES ARE PLACED AND STAKED AS NOTED ON THE CONSTRUCTION DRAWINGS.

**NOTE:**  
1. STRAW WATTLE INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH 3"-5" (75-125 MM) DEEP, DIG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND WATTLE.

**Straw Wattles**

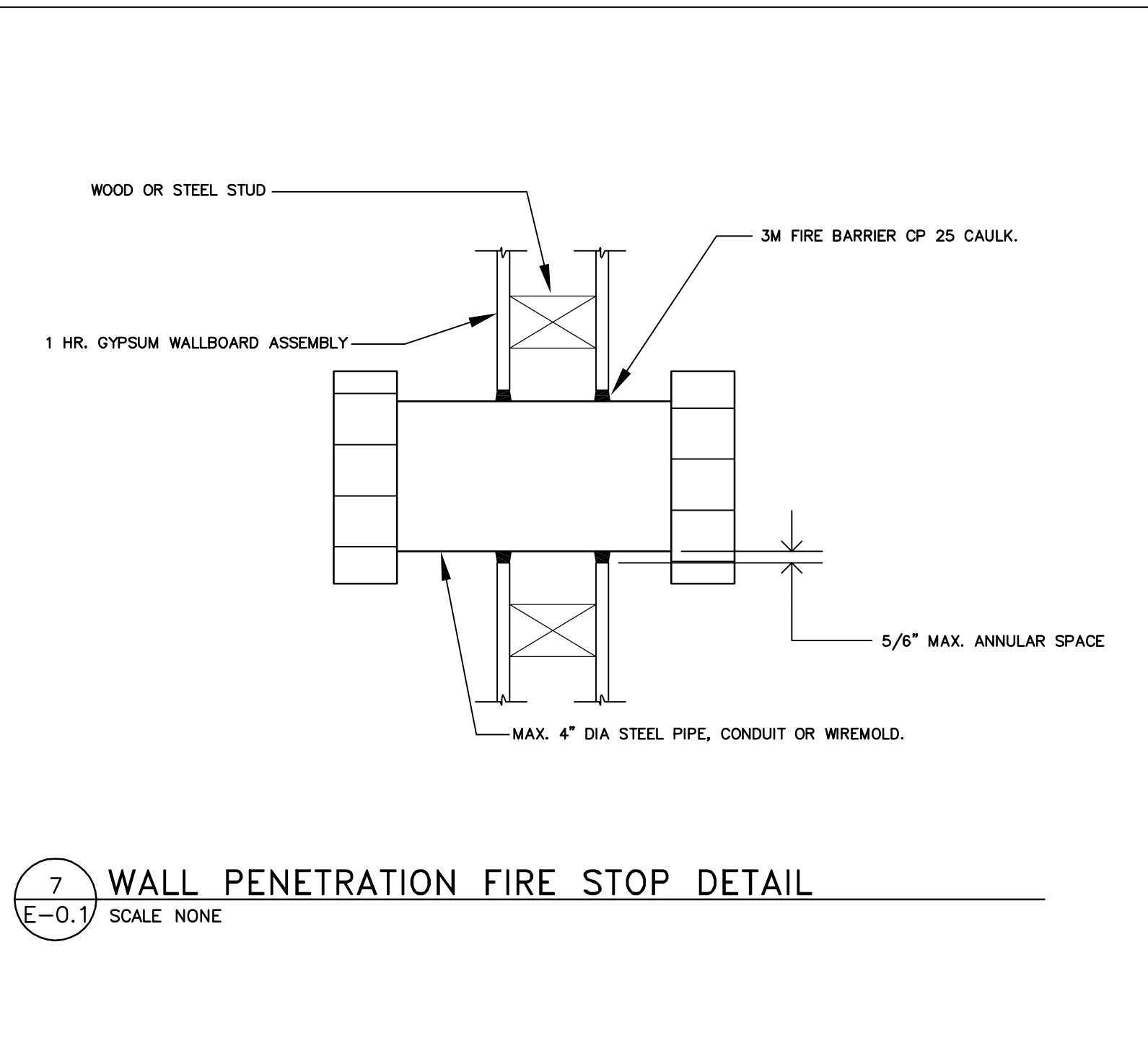
**INSPECTION AND MAINTENANCE**  
INSPECT THE STRAW WATTLE AND THE SLOPES AFTER SIGNIFICANT STORMS. MAKE SURE THE WATTLES ARE IN CONTACT WITH THE SOIL.

### Erosion Control Notes

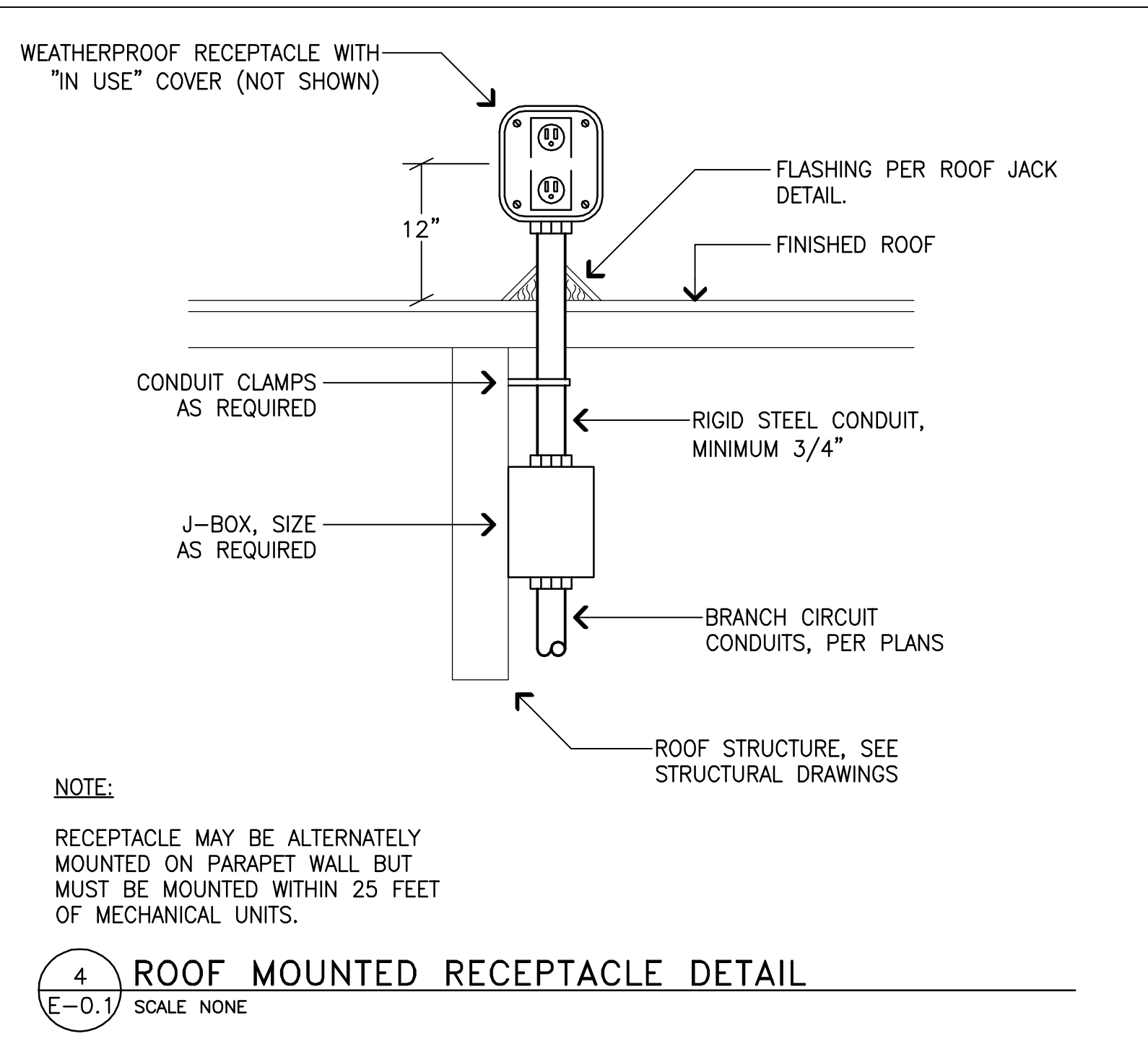
- NO LAND CLEARING, GRADING OR EXCAVATION SHALL BE DONE BETWEEN OCTOBER 15th AND APRIL 15th. ANY DEVIATION FROM THIS CONDITION REQUIRES REVIEW AND APPROVAL OF A SEPARATE WINTER EROSION CONTROL PLAN BY ENVIRONMENTAL PLANNING PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING SITE EROSION CONTROL AT ALL TIMES.
- UNNECESSARY GRADING AND DISTURBING OF SOIL SHALL BE AVOIDED.
- DURING CONSTRUCTION, NO TURBID WATER SHALL BE PERMITTED TO ENTER THE CHANNEL OR STORM DRAIN SYSTEM. USE OF SILT AND GREASE TRAPS, FILTER BERMS, HAY BALES OR SILT FENCES SHALL BE USED TO PREVENT SUCH DISCHARGE.
- ALL EXCAVATED MATERIAL SHALL BE REMOVED TO AN APPROVED DISPOSAL SITE OR DISPOSED OF ON-SITE IN A MANNER THAT WILL NOT CAUSE EROSION.
- ANY MATERIAL STOCKPILED DURING CONSTRUCTION SHALL BE COVERED WITH PLASTIC.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE THAT ADDITIONAL MEASURES NECESSARY TO CONTROL SITE EROSION AND PREVENT SEDIMENT TRANSPORT OFF-SITE ARE IMPLEMENTED.
- CONTRACTOR TO PROVIDE STORM WATER POLLUTION PREVENTION PLAN SUBMITTAL.

## Erosion Control Plan, Notes & Details

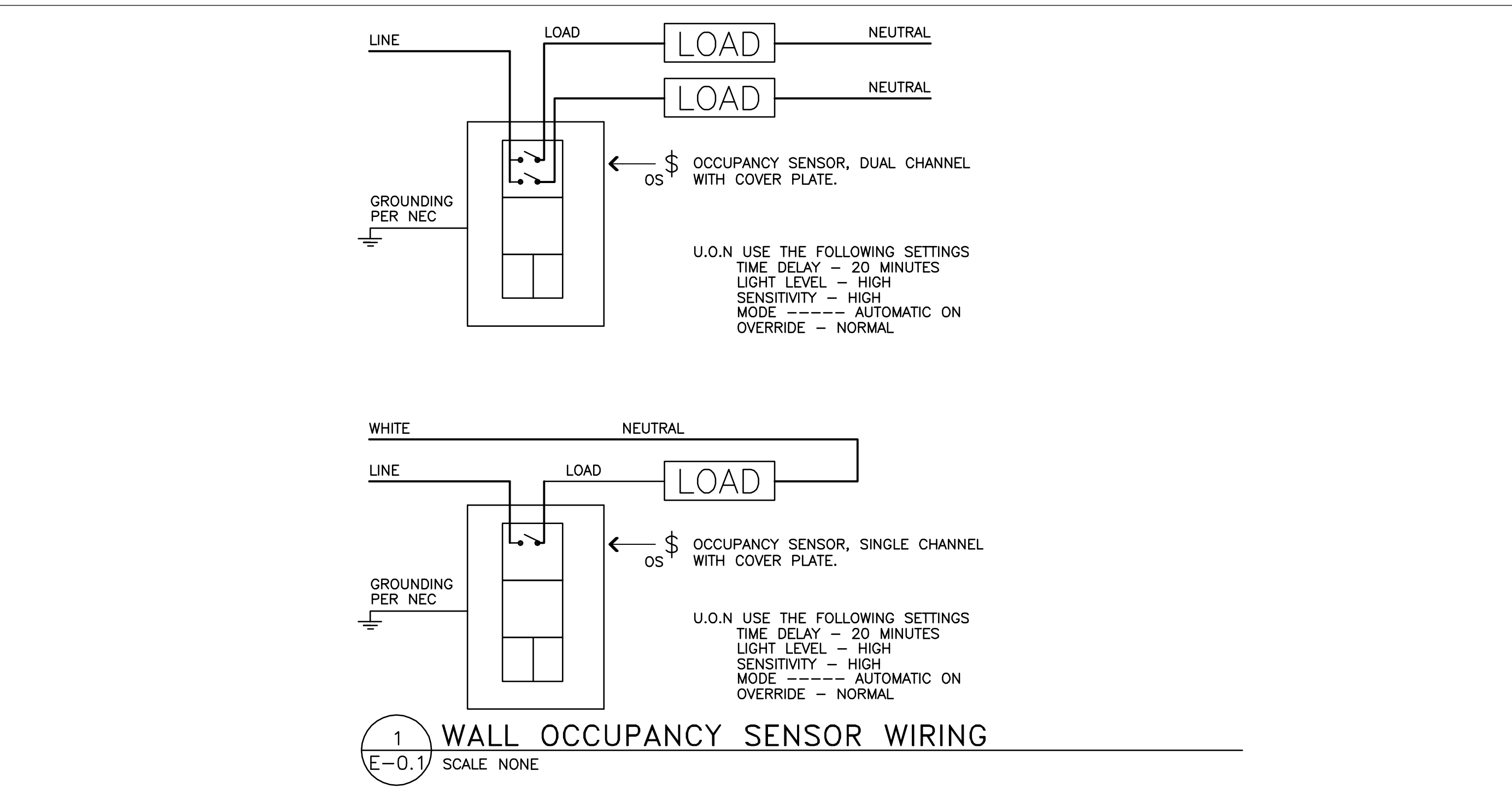
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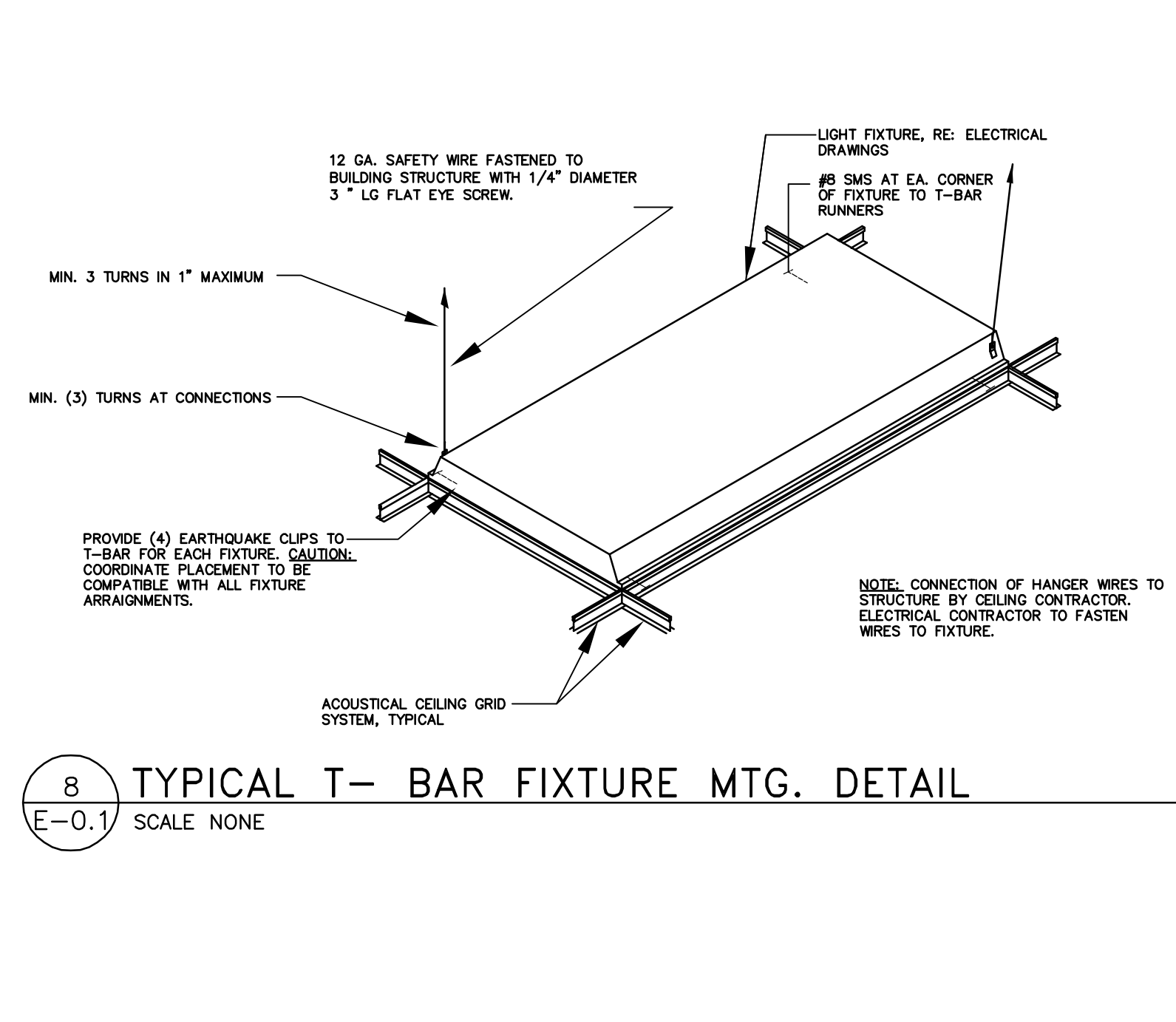
**7 WALL PENETRATION FIRE STOP DETAIL**  
E-0.1 SCALE NONE



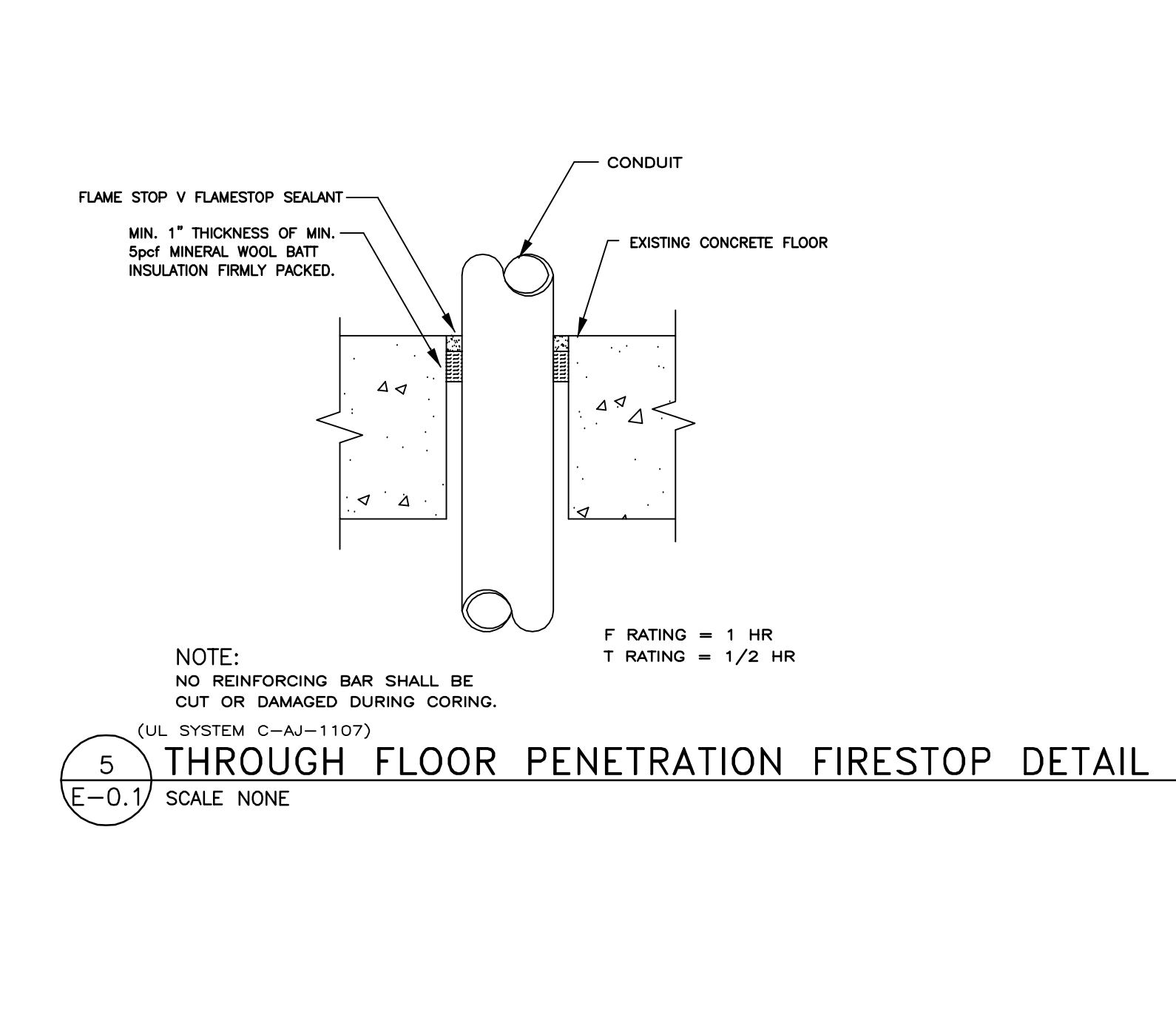
**4 ROOF MOUNTED RECEPTACLE DETAIL**  
E-0.1 SCALE NONE



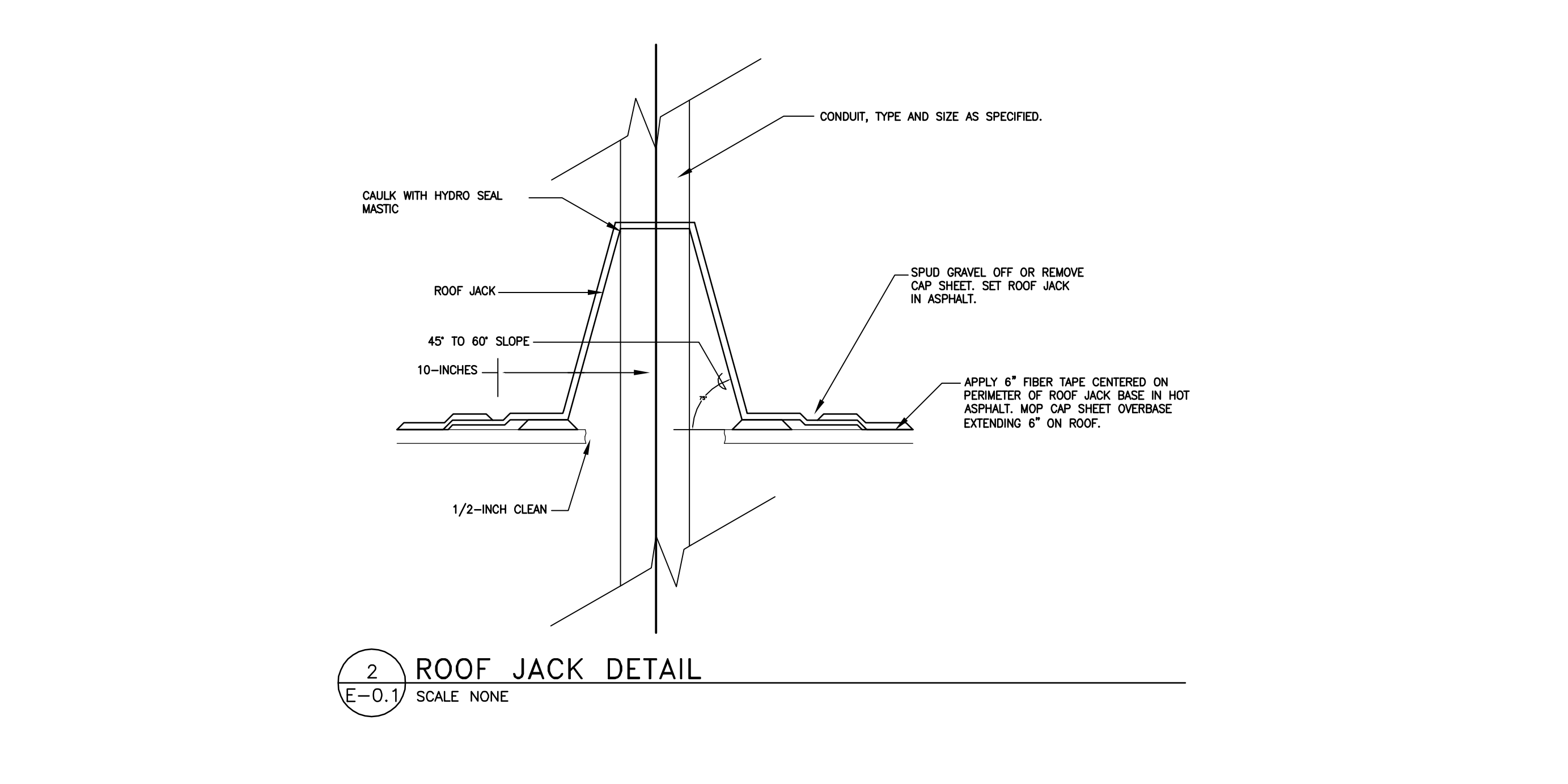
**1 WALL OCCUPANCY SENSOR WIRING**  
E-0.1 SCALE NONE



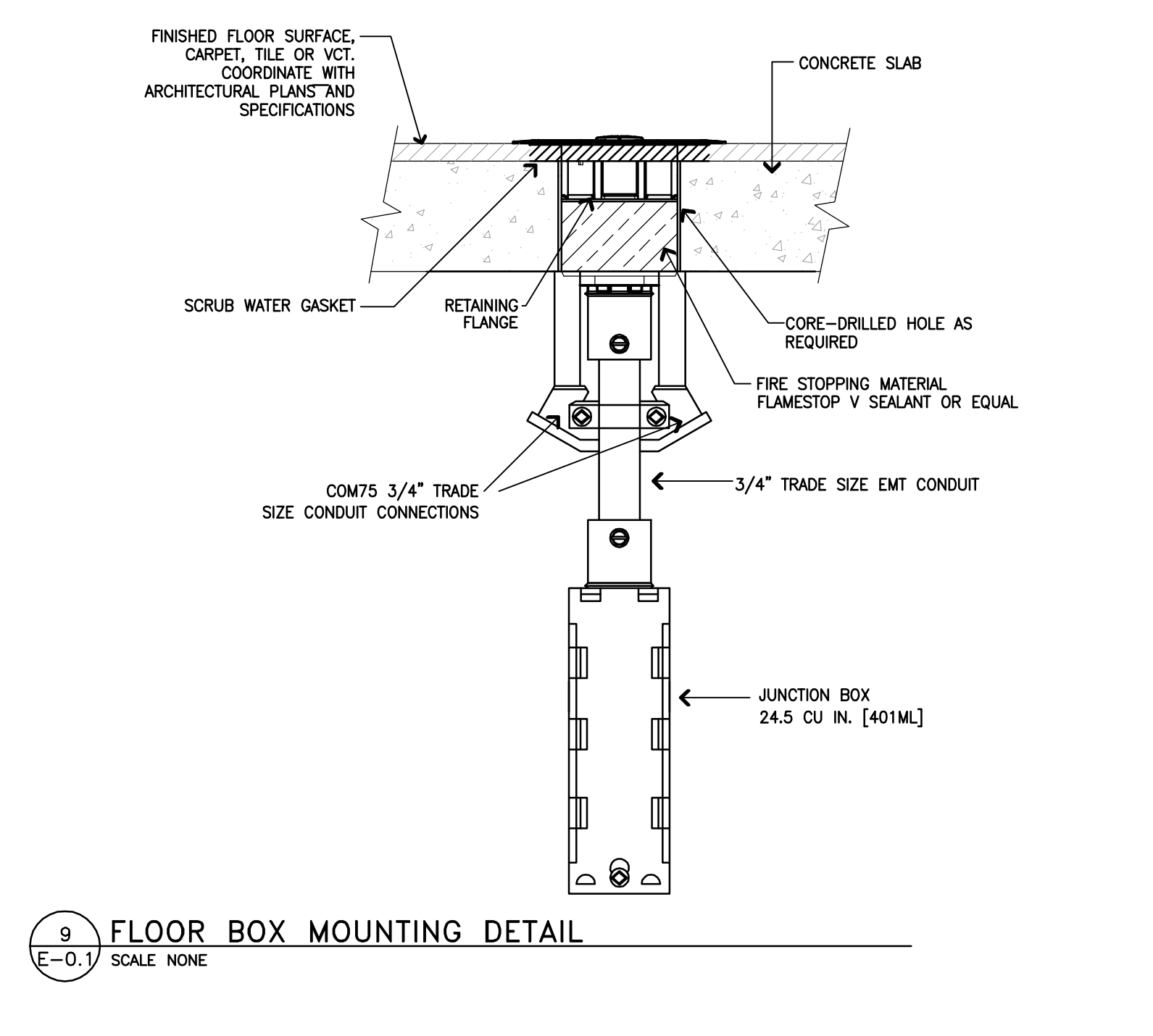
**8 TYPICAL T-BAR FIXTURE MTG. DETAIL**  
E-0.1 SCALE NONE



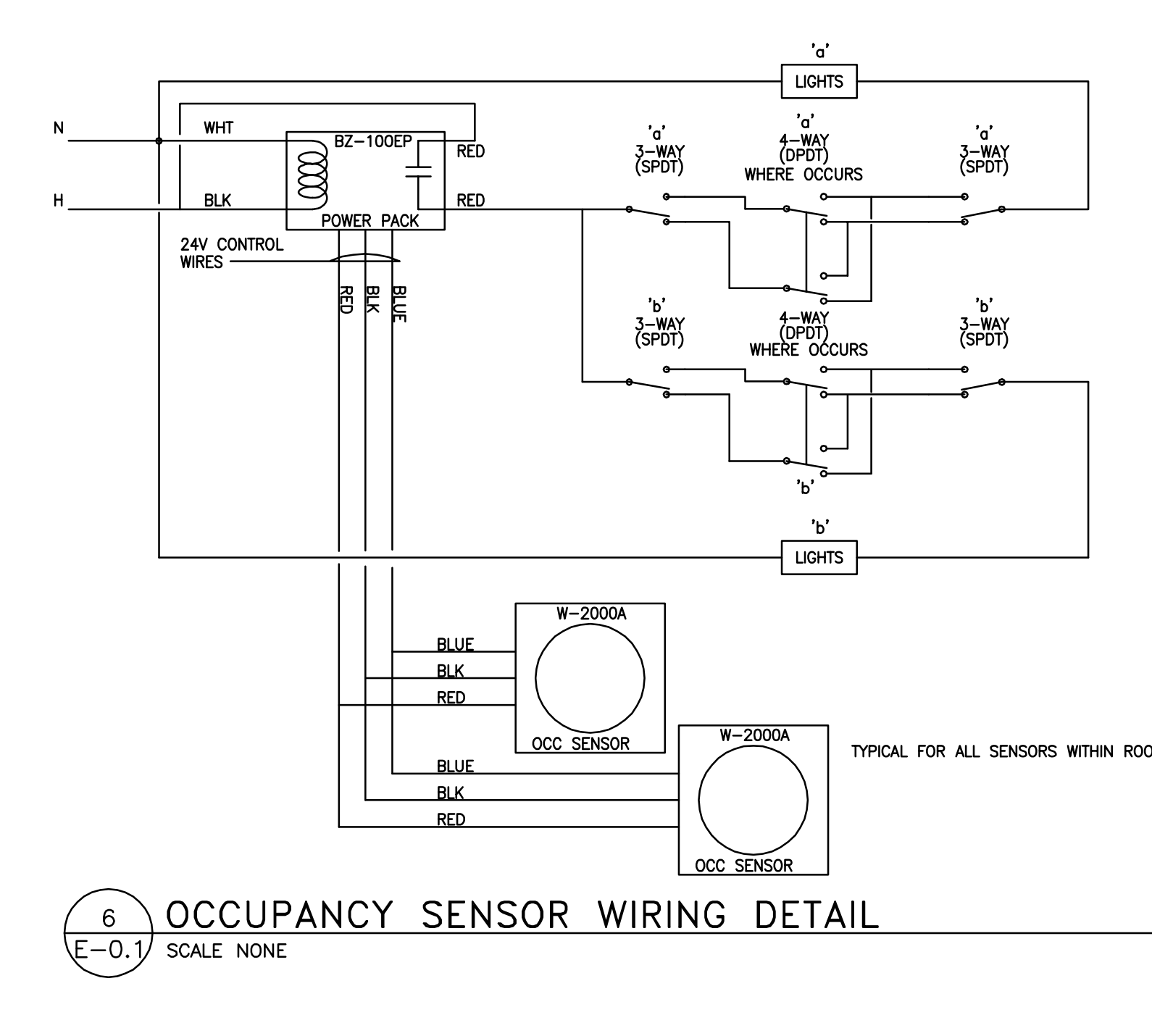
**5 THROUGH FLOOR PENETRATION FIRESTOP DETAIL**  
E-0.1 SCALE NONE



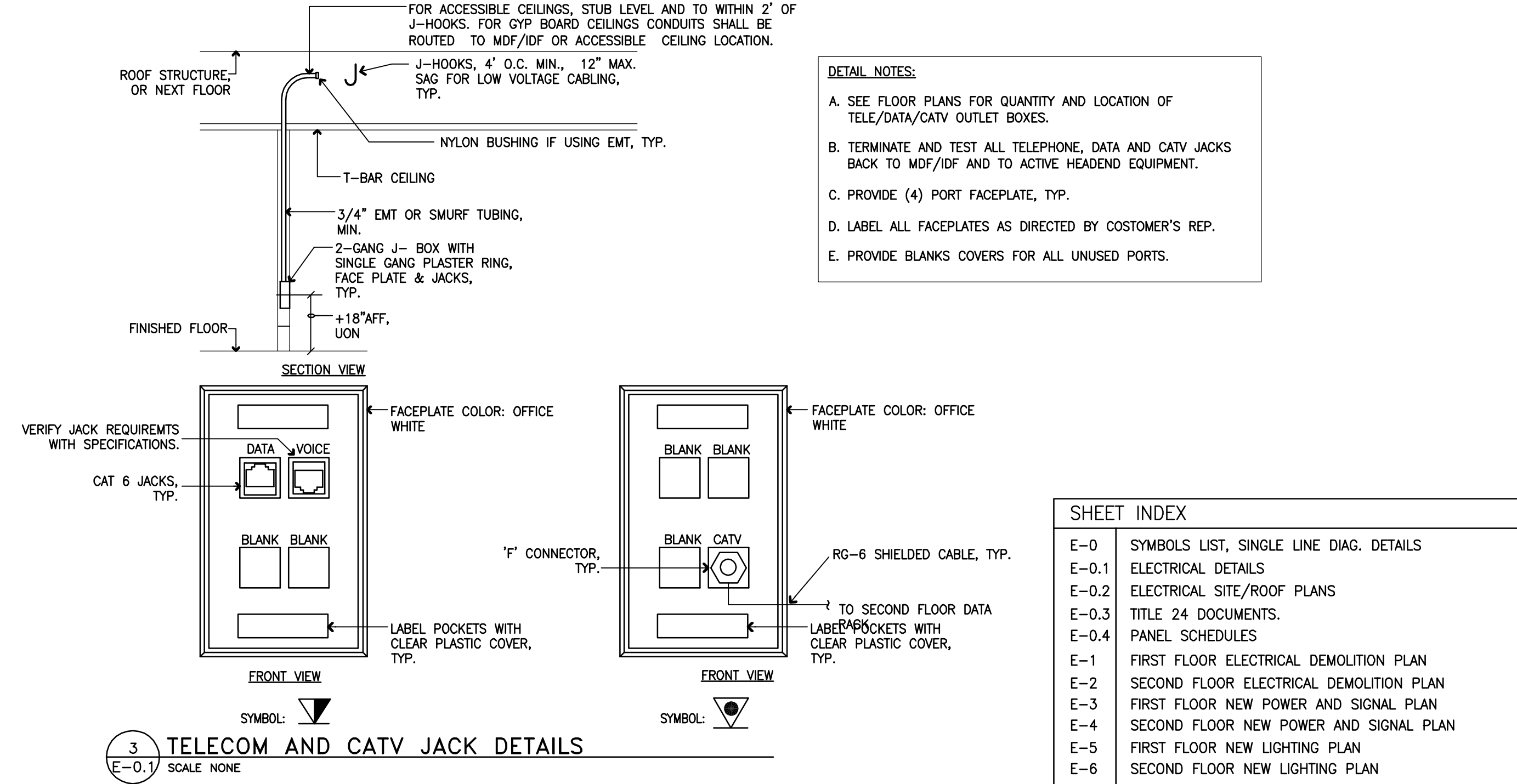
**2 ROOF JACK DETAIL**  
E-0.1 SCALE NONE



**9 FLOOR BOX MOUNTING DETAIL**  
E-0.1 SCALE NONE



**6 OCCUPANCY SENSOR WIRING DETAIL**  
E-0.1 SCALE NONE



**3 TELECOM AND CATV JACK DETAILS**  
E-0.1 SCALE NONE

| SHEET INDEX |   |
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| E-0.2       | ELECTRICAL SITE/ROOF PLANS              |
| E-0.3       | TITLE 24 DOCUMENTS.                     |
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| E-6         | SECOND FLOOR NEW LIGHTING PLAN          |

**WR&D**  
WALD RUHNKE & DOST  
ARCHITECTS LLP

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**PRIME DESIGN GROUP**  
ELECTRICAL CONSULTING ENGINEERS

1800 GREEN HILLS RD. STE 100  
SCOTT'S VALLEY, CA 95066  
PHONE: (831) 430-3600  
FAX: (831) 430-9490  
PDG PROJECT NO.: 08144.00

**METRO**

**110 VERNON ST. REMODEL**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.  
**08156**

PRINT DATE:

PLOT DATE:

DRAWN BY: MRC

CHECKED BY: MRC

SET ISSUED:

50% REVIEW SET 11/21/08  
90% REVIEW SET 12/16/08  
95%-PLANCHECK SET 12/23/08  
BID SET 02/10/09

SHEET NAME:  
**ELECTRICAL DETAILS**

SHEET NO.:

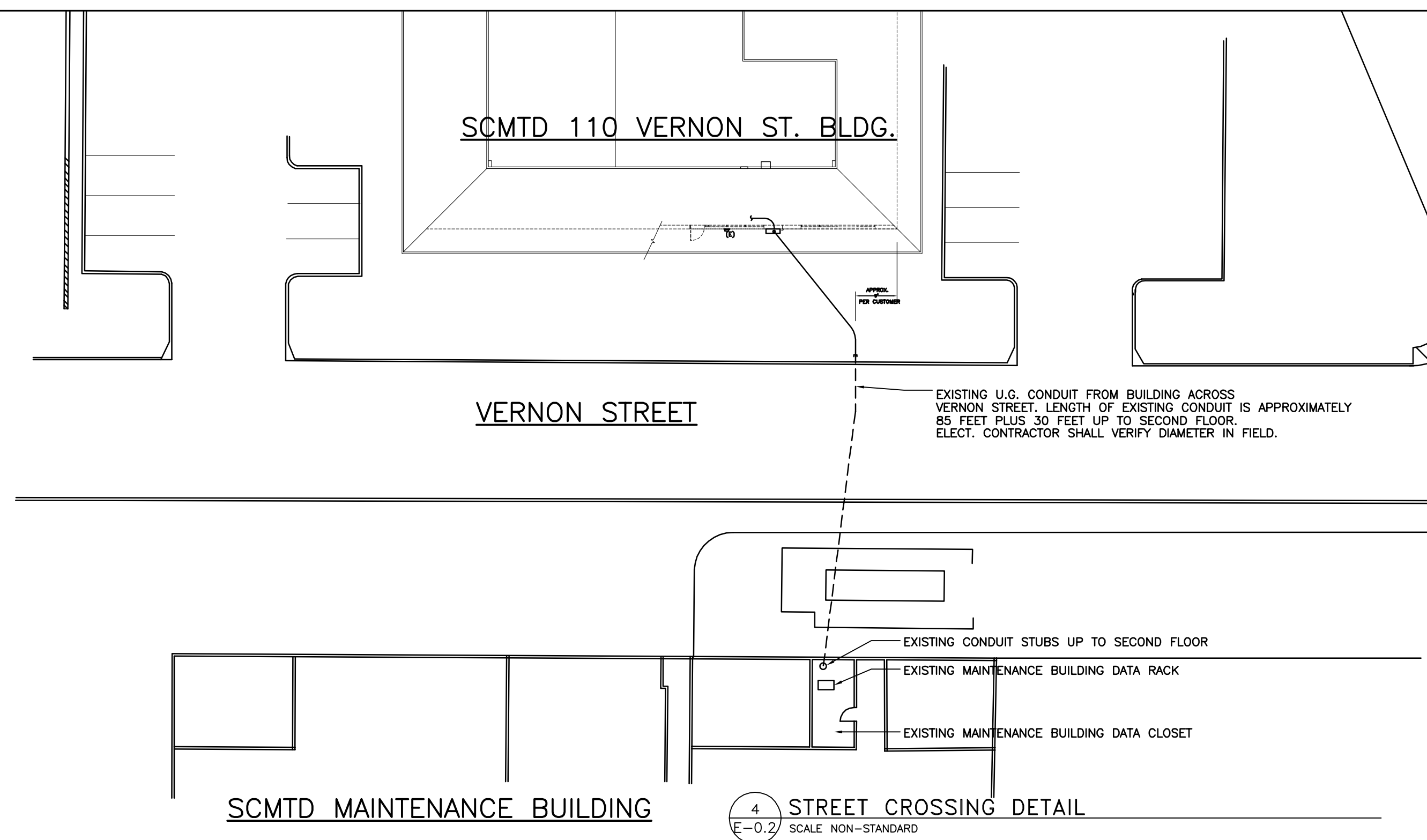
**E-0.1**

FILE NAME.:

| PACKAGE UNIT SCHEDULE |                         |      |            |    |    |      |                              |           |           |                       |
|-----------------------|-------------------------|------|------------|----|----|------|------------------------------|-----------|-----------|-----------------------|
| SYMBOL                | DESIGN ELEC. LOAD IN VA | CFM  | ELEC. DATA |    |    |      | FEEDER MIN. SIZE 2228K X FLA | MIN. SIZE | MAX. SIZE | DEF. OR PLUS OR. SIZE |
|                       |                         |      | VOLT       | PH | Hz | MCA  |                              |           |           |                       |
| AC 1                  | 7011                    | 1200 | 460        | 3  | 60 | 11.0 | 8.8                          | 20A       | #12       | (E)                   |
| AC 2                  | 8300 *                  | 1600 | 460        | 3  | 60 | 13.0 | 10.4                         | 20A       | #12       | (E)                   |
| AC 3                  | 9950 *                  | 2400 | 460        | 3  | 60 | 16.0 | 12.8                         | 20A       | #12       | (E)                   |
| AC 4                  | 6453                    | 1200 | 460        | 3  | 60 | 10.1 | 8.1                          | 20A       | #12       | 15A                   |
| AC 5                  | 9880                    | 1950 | 460        | 3  | 60 | 15.5 | 12.4                         | 30A       | #12       | 25A                   |
| AC 6                  | 22310                   | 5000 | 460        | 3  | 60 | 35   | 28                           | 70A       | #8        | 40A                   |
| AC 7                  | 13940                   | 3400 | 460        | 3  | 60 | 21.9 | 17.5                         | 40A       | #10       | 35A                   |
| AC 8                  | 9880                    | 1950 | 460        | 3  | 60 | 15.5 | 12.4                         | 30A       | #12       | 25A                   |
| DU 1                  | 7960                    | -    | 208        | 3  | 60 | 26.9 | 22.1                         | 50A       | #10       | 45A                   |
| DU 2                  | 15635                   | 2500 | 208        | 3  | 60 | 54.3 | 43.4                         | 100A      | #6        | 60A                   |
| DU 3                  | 7960                    | -    | 208        | 3  | 60 | 26.9 | 22.1                         | 50A       | #10       | 45A                   |
| DU 4                  | 15635                   | 2500 | 208        | 3  | 60 | 54.3 | 43.4                         | 100A      | #6        | 60A                   |
| DU 5                  | 2000                    | -    | 208        | 1  | 60 | 12   | 9.6                          | 20A       | #12       | 20A                   |
| EV 1                  | 355                     | 800  | 208        | 1  | 60 | -    | 1.7                          | 15A       | #12       | *                     |

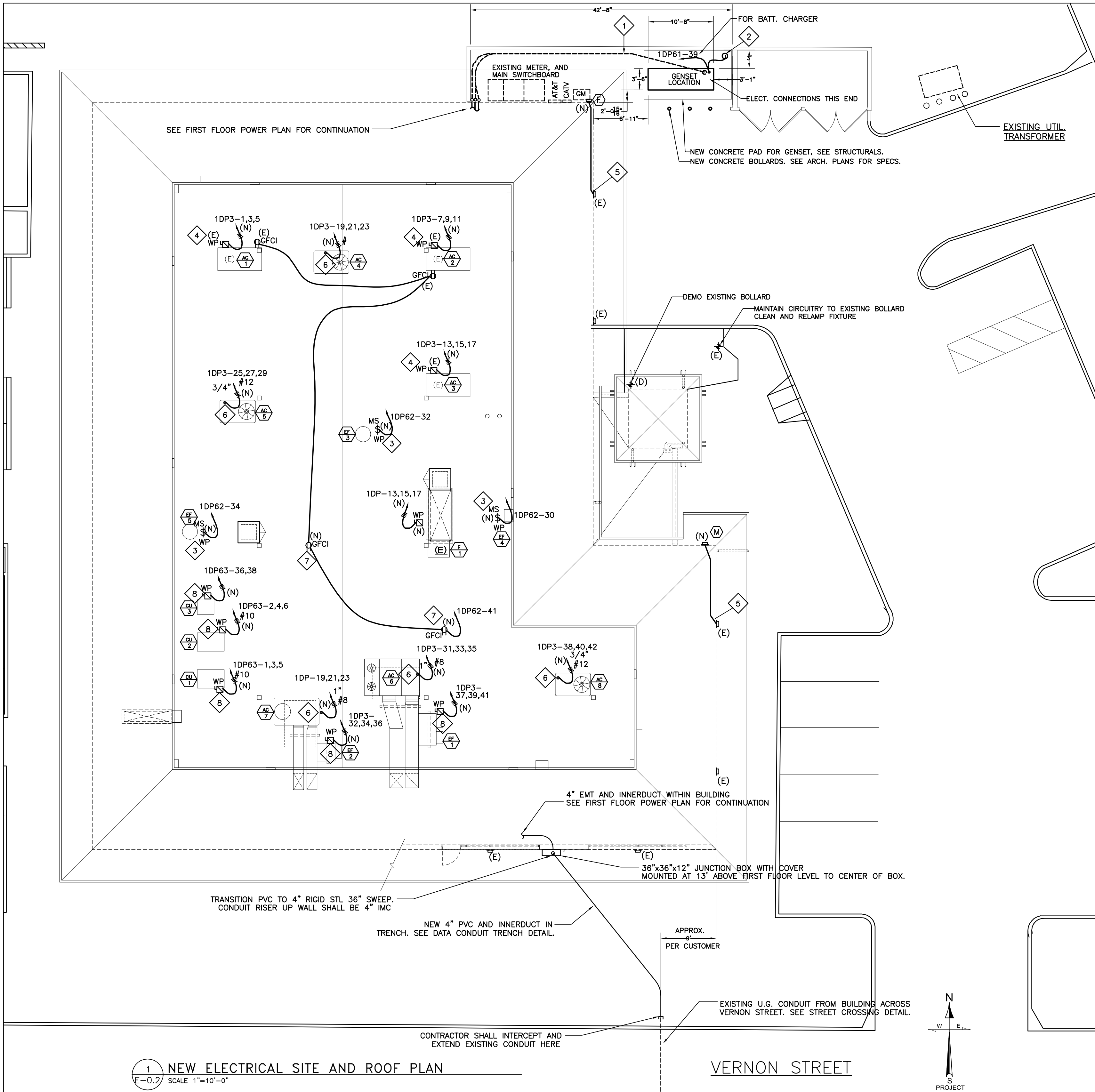
\* CONFIRM OVERLOAD PROTECTION WITH EQUIPMENT SPECIFICATIONS

| FAN SCHEDULE |                         |     |                  |    |    |                              |           |           |                       |
|--------------|-------------------------|-----|------------------|----|----|------------------------------|-----------|-----------|-----------------------|
| SYMBOL       | DESIGN ELEC. LOAD IN VA | HP  | MOTOR ELEC. DATA |    |    | FEEDER MIN. SIZE 2228K X FLA | MIN. SIZE | MAX. SIZE | DEF. OR PLUS OR. SIZE |
|              |                         |     | VOLT             | PH | Hz |                              |           |           |                       |
| EF 1         | 3990                    | 3   | 460              | 3  | 60 | 20/3                         | #12       | 4.8       |                       |
| EF 2         | 2826                    | 2   | 460              | 3  | 60 | 20/3                         | #12       | 3.4       |                       |
| EF 3         | 375                     | 1/4 | 120              | 1  | 60 | 20/1                         | #12       | 3.1       |                       |
| EF 4         | 375                     | 1/4 | 120              | 1  | 60 | 20/1                         | #12       | 3.1       |                       |
| EF 5         | 336                     | 1/6 | 120              | 1  | 60 | 20/1                         | #12       | 2.8       |                       |
| EF 6         | 48                      | FR  | 120              | 1  | 60 | 20/1                         | #12       | 0.4       |                       |
| EF 7         | 48                      | FR  | 120              | 1  | 60 | 20/1                         | #12       | 0.4       |                       |
| EF 8         | 375                     | 1/4 | 277              | 1  | 60 | 20/1                         | #12       | 1.35      |                       |
| EF 9         | 375                     | 1/4 | 277              | 1  | 60 | 20/1                         | #12       | 1.35      |                       |
| EF 10        | 6318                    | 5   | 460              | 3  | 60 | 20/3                         | #12       | 7.6       |                       |

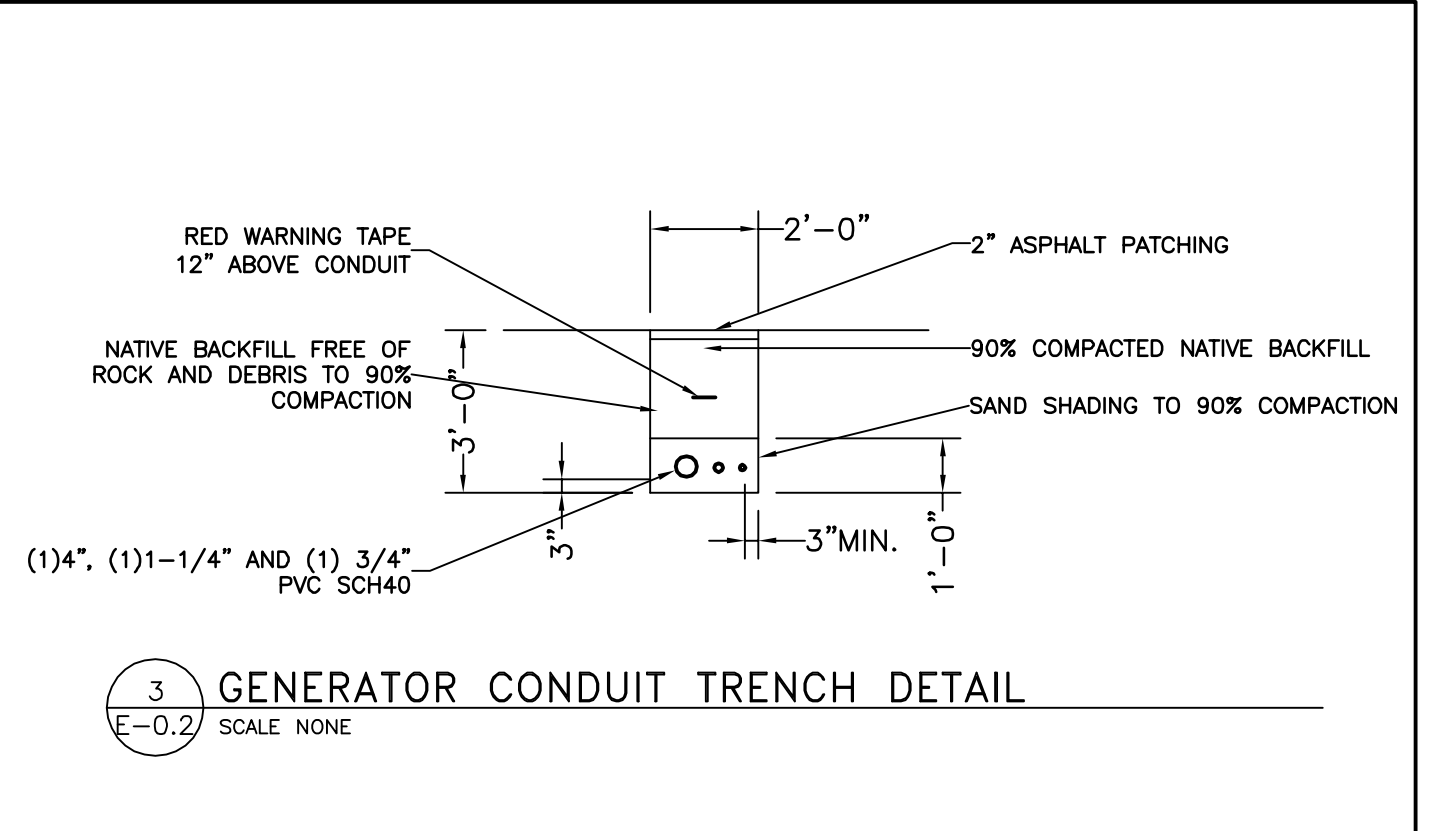
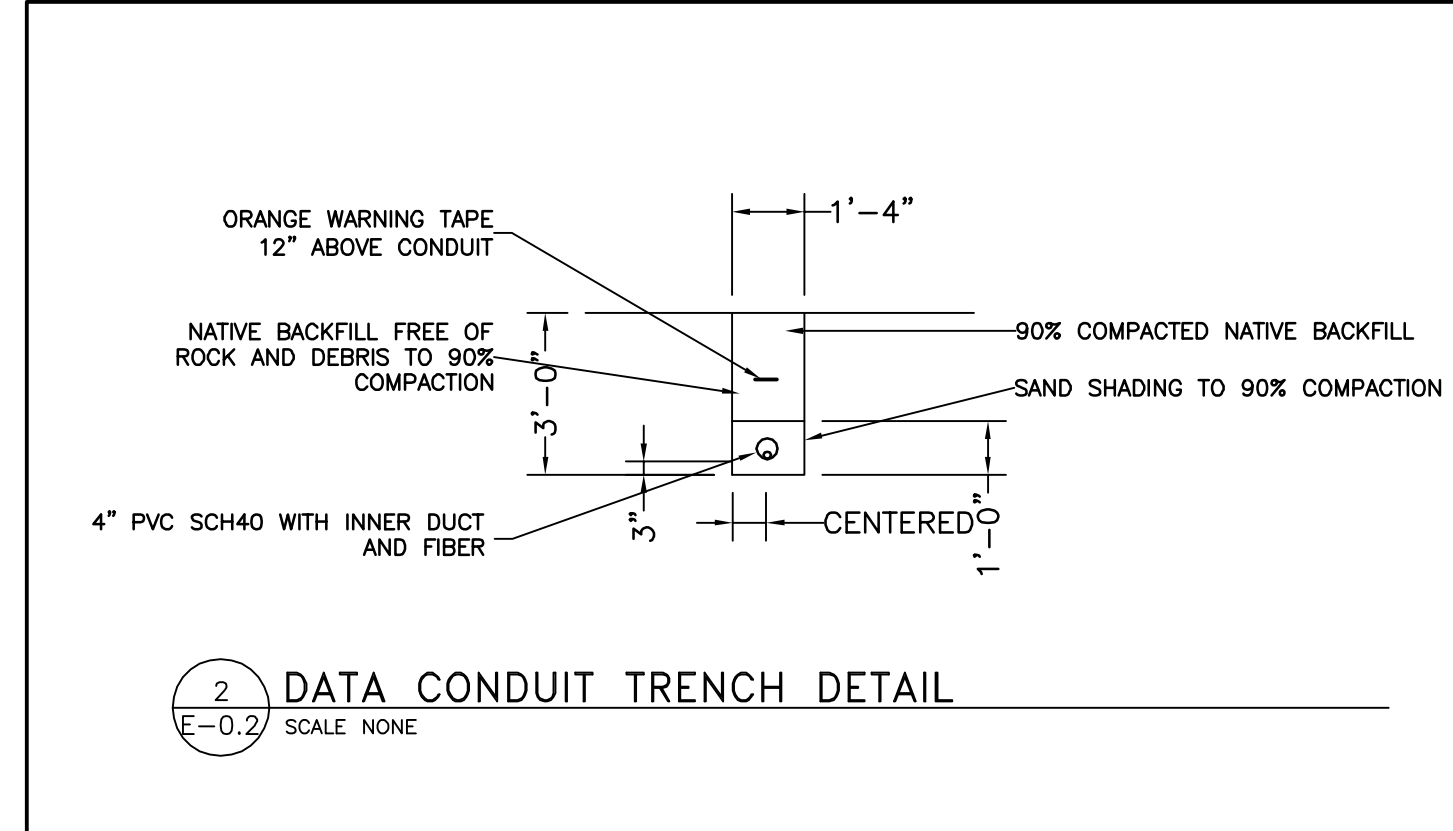


**FIBER CABLING NOTE**

ELECT. CONTRACTOR TO EXTEND CONDUIT AS SHOWN ON DRAWINGS INTO NEW SERVER ROOM PULL THROUGH 1" INNER DUCT AND FIBER CABLE THROUGH ENTIRE RUN. FIBER SHALL BE 12-STRAND 50/125 MULTI MODE CABLE: COMMSCOPE SYSTIMAX 5022\_06/12A W/ZBK. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY CONDUIT DIAMETER ALONG ENTIRE RUN. CONTRACTOR SHALL VERIFY INNERDUCT SIZE IS COMPATIBLE WITH FIBER CABLE AND RACEWAYS AND J-BOXES ALONG ENTIRE PATH AND NOTIFY CUSTOMER AND ENGINEER IF IT IS NOT. CONTRACTOR TO PROVIDE COMMSCOPE SYSTIMAX FIBER TERMINATION: MOD2-12LC-LS FIBER TERMINATION MODULES AND COMMSCOPE 6002-1U MOD-SD SLIDING SHELF AT EACH END OF FIBER RUN. PROVIDE A MINIMUM OF 25 EXTRA FEET OF COILED UP FIBER CABLE FOR FUTURE LOCATIONS OF FIBER TERMINATION FACILITIES AT EACH END. SEE SERVER ROOM TELECOMM CONNECTION DETAIL 3/E-3.



- SHEET NOTES**
- 1 NEW UNDERGROUND CONDUITS FOR GENERATOR: (1) 4" PVC, (1) 1.25" PVC AND (1) 3/4" PVC. SEE SINGLE LINE FOR FEEDER SPEC. CONFIRM BATTERY CHARGER AND CONTROL CIRCUIT WIRING WITH GENERATOR AND MANUFACTURER'S REQUIREMENTS. CONTRACTOR TO EMPLOY LICENSED UTILITY LOCATING SERVICE TO LOCATE P.G.&E. SECONDARY FEEDERS FROM UTILITY TRANSFORMER PRIOR TO ANY EXCAVATION. GENERATOR FEEDERS SHALL BE ROUTED IN A WAY AS TO MAXIMIZE THE DISTANCE FROM ANY PARALLEL RUNS WITH SECONDARY UTILITY CONDUCTORS. SEE GENERATOR CONDUIT TRENCH DETAIL.
  - 2 3/4"x10' COPPER CLAD GROUND ROD EMBEDDED INTO EARTH WITH ACCESSIBLE FLUSH IN-GRADE INSPECTION WELL.
  - 3 TYP. NEW WEATHERPROOF MOTOR RATED SWITCH WITH OVERLOAD PROTECTION. SIZE OVERLOAD PROTECTION PER MFR'S RECOMMENDATION.
  - 4 TYPICAL EXISTING WEATHERPROOF DISCONNECT TO REMAIN.
  - 5 CONNECT TO EXISTING BUILDING LIGHTING CIRCUIT.
  - 6 TYPICAL CONNECTION TO HVAC MECH DISCONNECT. MECH DISC. AND OVERLOAD PROTECTION PROVIDED BY MECHANICAL, AND CONNECTED BY ELECTRICAL.
  - 7 TYP. NEW ROOF MOUNTED WP RECEPTACLE. SEE 'ROOF MOUNTED RECEPTACLE' DETAIL.
  - 8 TYP. NEW ROOF MOUNTED FUSED WP DISCONNECT. SIZE FUSE PER EQUIP. MFR'S REQUIREMENTS.



| SHEET INDEX |   |
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| E-0.2       | ELECTRICAL SITE/ROOF PLANS              |
| E-0.3       | TITLE 24 DOCUMENTS.                     |
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| E-6         | SECOND FLOOR NEW LIGHTING PLAN          |

CERTIFICATE OF COMPLIANCE (Part 1 of 4) LTG-1-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008
PROJECT ADDRESS: 110 Vernon St. Santa Cruz, CA 95060
PRINCIPAL DESIGNER-LIGHTING: Michael Cabak

GENERAL INFORMATION
DATE OF PLANS: 12/05/09
BUILDING-TYPE: NONRESIDENTIAL
UNCONDITIONED SPACES: UNCONDITIONED SPACES

METHOD OF COMPLIANCE
PERFORMANCE: COMPLETE BUILDING
AREA CATEGORY: TAILORED

STATEMENT OF COMPLIANCE
This Certificate of compliance lists the building features and performance specifications need to comply with Title 24, Parts 1 and 6 of the California Code of Regulations.

DOCUMENTATION AUTHOR: Michael Cabak
DATE: 12/16/2008

The Principal Lighting Designer hereby certifies that the proposed building design represented in this set of construction documents is consistent with the other compliance forms and worksheets, with the specifications, and with any other calculations submitted with this permit application.

Lighting Mandatory Measures
Indicate location on plans of Note Block for Mandatory Measures
Lighting Compliance Forms & Worksheets (check box if worksheet is included)

PRINCIPAL LIGHTING DESIGNER SIGNATURE: Michael Cabak
DATE: 12/16/2008
LIC #:

Lighting Mandatory Measures
Indicate location on plans of Note Block for Mandatory Measures

Lighting Compliance Forms & Worksheets (check box if worksheet is included)

Lighting Compliance Forms & Worksheets (check box if worksheet is included)
LTG-1-C, Part 1 of 4 and 2 of 4
LTG-1-C, Part 3 of 4
LTG-1-C, Part 4 of 4
LTG-2-C
LTG-3-C
LTG-4-C
LTG-5-C
LTG-6-C
LTG-7-C
LTG-8-C
LTG-9-C
OLTG-4-C

CERTIFICATE OF COMPLIANCE (Part 2 of 4) LTG-1-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

INSTALLED INTERIOR LIGHTING POWER FOR CONDITIONED AND UNCONDITIONED SPACES

Table with columns for lighting type (INSTALLED LIGHTING, PORTABLE LIGHTING, LIGHTING CONTROL CREDIT), area (CONDITIONED SPACES, UNCONDITIONED SPACES), and power (INSTALLED LIGHTING POWER, ADJUSTED INSTALLED LIGHTING POWER).

ALLOWED INTERIOR LIGHTING POWER FOR CONDITIONED SPACES

COMPLETE BUILDING METHOD (From LTG-5-C)
AREA CATEGORY METHOD (From LTG-5-C)
TAILORED METHOD (From LTG-5-C)

ALLOWED LIGHTING POWER: 21289

ALTERNATE COMPLIANCE
PERFORMANCE METHOD
COMMON LIGHTING SYSTEM (From LTG-5-C)

ALLOWED INTERIOR LIGHTING POWER FOR UNCONDITIONED SPACES (From LTG-5-C)

MANDATORY LIGHTING MEASURES FOR INTERIOR LIGHTING AND DAYLIGHT AREAS

MANDATORY INTERIOR AND DAYLIGHTING AUTOMATIC CONTROLS

Table with columns: CONTROL LOCATION (Room# Area# or Description), CONTROL IDENTIFICATION, CONTROL TYPE, SPACE CONTROLLED, and NOTE TO FIELD.

2005 Nonresidential Compliance Form April 2005

CERTIFICATE OF COMPLIANCE (Part 3 of 4) LTG-1-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table with columns: CONTROL LOCATION (Room# or Dwg #), CONTROL IDENTIFICATION, CONTROL TYPE, LUMINAIRE CONTROLLED TYPE, # OF LUMINAIRE, and NOTE TO FIELD.

2005 Nonresidential Compliance Form April 2005

CERTIFICATE OF COMPLIANCE (Part 4 of 4) LTG-1-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Designer: This form is to be used by the designer and attached to the plans. Listed below are all the acceptance tests for lighting systems.

Building Departments: Systems Acceptance. Before an occupancy permit is granted for a newly constructed building or space, or a new space-conditioning system serving a building or space is operated for normal use, all control devices serving the building or space shall be certified as meeting the Acceptance Requirements for Code Compliance.

Test Description: LTG-2-A: Lighting Control Acceptance Document. LTG-3-A: Automatic Daylighting Controls Acceptance Document.

Test Performed By: Elect. Contractor

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

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Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

Equipment requiring acceptance testing: Time clock, occupancy sensors

PORTABLE LIGHTING WORKSHEET LTG-3-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table 1: PORTABLE LIGHTING NOT SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 2: PORTABLE LIGHTING SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 3: PLANS SHOW PORTABLE LIGHTING IS NOT REQUIRED FOR OFFICE AREA > 250 SQUARE FEET

2005 Nonresidential Compliance Form April 2005

PORTABLE LIGHTING WORKSHEET LTG-3-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table 1: PORTABLE LIGHTING NOT SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 2: PORTABLE LIGHTING SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 3: PLANS SHOW PORTABLE LIGHTING IS NOT REQUIRED FOR OFFICE AREA > 250 SQUARE FEET

2005 Nonresidential Compliance Form April 2005

PORTABLE LIGHTING WORKSHEET LTG-3-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table 1: PORTABLE LIGHTING NOT SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 2: PORTABLE LIGHTING SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 3: PLANS SHOW PORTABLE LIGHTING IS NOT REQUIRED FOR OFFICE AREA > 250 SQUARE FEET

2005 Nonresidential Compliance Form April 2005

PORTABLE LIGHTING WORKSHEET LTG-3-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table 1: PORTABLE LIGHTING NOT SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 2: PORTABLE LIGHTING SHOWN ON PLANS FOR OFFICE AREA > 250 SQUARE FEET

Table 3: PLANS SHOW PORTABLE LIGHTING IS NOT REQUIRED FOR OFFICE AREA > 250 SQUARE FEET

2005 Nonresidential Compliance Form April 2005

LIGHTING CONTROLS CREDIT WORKSHEET (Part 2 of 2) LTG-4-C

CONTROL CREDITS FOR CONDITIONED SPACES
PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

Table with columns: ROOM ZONE ID, LIGHTING CONTROL DESCRIPTION, PLAN REFERENCE, ROOM AREA (Sq Ft), WINDOW WALL RATIO, GLAZING VLT, SKYLIGHT EFFECTIVE APERTURE (%), WATTS OF CONTROL LIGHTING, LIGHTING ADJUSTMENT FACTOR (2), CONTROL CREDIT WATTS (Wt)

1) From Equation 146-A
2) From Table 146-A

2005 Nonresidential Compliance Form April 2005

INDOOR LIGHTING POWER ALLOWANCE LTG-5-C

PROJECT NAME: Santa Cruz Metropolitan Transit District T1
DATE: 12/16/2008

ALLOWED LIGHTING POWER (Choose One Method)

COMPLETE BUILDING METHOD- CONDITIONED SPACES

AREA CATEGORY METHOD- CONDITIONED SPACES

WAREHOUSE/STORAGE/STAIRWELL/BATHROOM/HALWAY

Mechanical Room

Lockers

Kitchen/Food prep

Offices/Library

Conference

Lobby

General Commercial/Industrial Work Low Bay

TOTALS

TAILORED METHOD- CONDITIONED SPACES

UNCONDITIONED SPACES

COMPLETE BUILDING AND AREA CATEGORY METHODS CATEGORY (From Sect. 146 Table 146-B & C)

TOTALS

TAILORED METHOD- UNCONDITIONED SPACES

TOTAL UNCONDITIONED SPACES ALLOWED WATTS (From LTG-5-C & LTG-6-C)

2005 Nonresidential Compliance Form April 2005

SHEET INDEX

Table with columns: Sheet ID (E-0 to E-6), Description (SYMBOLS LIST, ELECTRICAL DETAILS, ELECTRICAL SITE/ROOF PLANS, TITLE 24 DOCUMENTS, PANEL SCHEDULES, FIRST FLOOR ELECTRICAL DEMOLITION PLAN, SECOND FLOOR ELECTRICAL DEMOLITION PLAN, FIRST FLOOR NEW POWER AND SIGNAL PLAN, SECOND FLOOR NEW POWER AND SIGNAL PLAN, FIRST FLOOR NEW LIGHTING PLAN, SECOND FLOOR NEW LIGHTING PLAN)



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THE USE OF THE PLANS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED, AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE.



ELECTRICAL CONSULTING ENGINEERS

1800 GREEN HILLS RD. STE 100 SCOTTS VALLEY, CA 95066

PHONE: (831) 430-3600 FAX: (831) 430-9490 PDG PROJECT NO.: 08144.00



110 VERNON ST. REMODEL
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
110 VERNON ST.
SANTA CRUZ, CA 95060

JOB NO. 08156
PRINT DATE:
PLOT DATE:
DRAWN BY: MRC
CHECKED BY: MRC
SET ISSUED:

50% REVIEW SET 11/21/08
90% REVIEW SET 12/16/08
95% PLAN CHECK SET 12/23/08
BID SET 02/10/09

SHEET NAME: TITLE-24 DOCUMENTS

SHEET NO.: E-0.3
FILE NAME: Z:\PROJECTS\2008\08\*56.00\_Santa Cruz Transit\_Center\Drawings-PDG\08\*56-E-0.3.dwg, 2/2/2009 11:25:02 AM, PDF995

| VOLTAGE             |   | 208 / 120 |       | PANEL: IDP#1 NEW  |      | AIC 14K                |             |
|---------------------|---|-----------|-------|-------------------|------|------------------------|-------------|
| BUS:                |   | 225       |       | MTG: SURFACE      |      | TOP OR BOTTOM FEED TOP |             |
| MAIN:               |   | 200       |       | PHASE: 3 4W       |      | ENCLOSURE: NEMA1       |             |
| DESCRIPTION         | LOAD - Volt Amps  | TRIP      | CKT # | CKT #             | TRIP | LOAD - Volt Amps       | DESCRIPTION |
|                     | A B C   |           |       |                   |      | A B C                  |             |
| CU-1                | 2680  |           | 1     | 2                 | 2680 |                        | CU-2        |
|                     | 2680  |           | 3     | 4                 | 2680 |                        |             |
|                     | 2680  |           | 5     | 6                 | 2680 |                        |             |
| EV-1                | 8211  |           | 7     | 8                 | 8211 |                        | EV-2        |
|                     | 8211  |           | 9     | 10                | 8211 |                        |             |
|                     | 8211  |           | 11    | 12                | 8211 |                        |             |
| REC BREAK ROOM      | 360   |           | 13    | 14                | 6260 |                        | PANEL UPS1  |
|                     |   |           | 15    | 16                | 6260 |                        |             |
|                     |   |           | 17    | 18                | 7830 |                        |             |
|                     |   |           | 19    | 20                | 6240 |                        | PANEL UPS2  |
|                     |   |           | 21    | 22                | 6240 |                        |             |
|                     |   |           | 23    | 24                |      |                        |             |
|                     |   |           | 25    | 26                |      |                        |             |
|                     |   |           | 27    | 28                |      |                        |             |
|                     |   |           | 29    | 30                |      |                        |             |
| Max. Pwr Totals     | 1221  | 7881      | 7881  | SQRTPHASE= 1.73   |      | 12500                  | 12500       |
| Line Current Totals | 2072  | 2036      | 1584  | AVE CURRENT/PHASE |      |                        |             |
| TOTAL VA:           | 172.5   | 169.5     | 129.4 | AVE CURRENT/PHASE |      |                        |             |
| TOTAL KVA:          | 56.62   |           |       | 157.17 AMPS       |      |                        |             |
| Notes:              | THIS SYSTEM IS INTERLOCKED TO DISABLE CONCURRENT OPERATION WITH CU-1 AND EV-1. PROVIDE 200% RATED NEUTRAL BUS |           |       |                   |      |                        |             |

| VOLTAGE             |                  | 208 / 120 |       | PANEL: UPS1 NEW                              |      | AIC 14K                |                           |
|---------------------|------------------|-----------|-------|--|------|------------------------|---------------------------|
| BUS:                |                  | 125       |       | MTG: SURFACE                                 |      | TOP OR BOTTOM FEED TOP |                           |
| MAIN:               |                  | 100       |       | PHASE: 3 4W                                  |      | ENCLOSURE: NEMA1       |                           |
| DESCRIPTION         | LOAD - Volt Amps | TRIP      | CKT # | CKT #  | TRIP | LOAD - Volt Amps       | DESCRIPTION               |
|                     | A B C            |           |       |  |      | A B C                  |                           |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 1  | 2    | 20/1                   | REC 2ND FLOOR DATA CLOSET |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 3  | 4    | 20/1                   | REC 2ND FLOOR DATA CLOSET |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 5  | 6    | 20/1                   | REC SVR CORD DROPS        |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 7  | 8    | 20/1                   | REC SVR CORD DROPS        |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 9  | 10   | 20/1                   | REC SVR CORD DROPS        |
| REC SVR CORD DROPS  | 1920             |           | 20/1  | 11   | 12   | 20/1                   | REC SVR CORD DROPS        |
|                     |                  |           | 20/1  | 13   | 14   | 20/1                   |                           |
|                     |                  |           | 20/1  | 15   | 16   | 20/1                   |                           |
|                     |                  |           | 20/1  | 17   | 18   | 20/1                   |                           |
|                     |                  |           | 20/1  | 19   | 20   | 20/1                   |                           |
|                     |                  |           | 20/1  | 21   | 22   | 20/1                   |                           |
|                     |                  |           | 20/1  | 23   | 24   | 20/1                   |                           |
|                     |                  |           | 20/1  | 25   | 26   | 20/1                   |                           |
|                     |                  |           | 20/1  | 27   | 28   | 20/1                   |                           |
|                     |                  |           | 20/1  | 29   | 30   | 20/1                   |                           |
| Max. Pwr Totals     | 3640             | 3640      | 3640  | SQRTPHASE= 1.73                              |      | 2420                   | 2420                      |
| Line Current Totals | 6200             | 6200      | 7960  | AVE CURRENT/PHASE                            |      |                        |                           |
| TOTAL VA:           | 20200            |           |       | 56.07 AMPS                                   |      |                        |                           |
| TOTAL KVA:          | 20.2             |           |       | PROVIDE 200% RATED NEUTRAL BUS IN THIS PANEL |      |                        |                           |
| Notes:              |                  |           |       |  |      |                        |                           |

| VOLTAGE                |                  | 208 / 120 VOLTS |       | PANEL: UPS2 NEW                              |      | AIC 14K                |                        |
|------------------------|------------------|-----------------|-------|--|------|------------------------|------------------------|
| BUS:                   |                  | 125             |       | MTG: SURFACE                                 |      | TOP OR BOTTOM FEED TOP |                        |
| MAIN:                  |                  | 100A            |       | PHASE: 1                                     |      | ENCLOSURE: NEMA1       |                        |
| DESCRIPTION            | LOAD - Volt Amps | TRIP            | CKT # | CKT #  | TRIP | LOAD - Volt Amps       | DESCRIPTION            |
|                        | A B C            |                 |       |  |      | A B C                  |                        |
| REC SVR RMC CORD DROPS | 1920             |                 | 20/1  | 1  | 2    | 20/1                   | REC SVR RMC CORD DROPS |
| REC SVR RMC CORD DROPS | 1920             |                 | 20/1  | 3  | 4    | 20/1                   | REC SVR RMC CORD DROPS |
| REC WALL PLUGS         | 1200             |                 | 20/1  | 5  | 6    | 20/1                   |                        |
| REC WALL PLUGS         | 1200             |                 | 20/1  | 7  | 8    | 20/1                   |                        |
| REC WALL PLUGS         | 1200             |                 | 20/1  | 9  | 10   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 11   | 12   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 13   | 14   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 15   | 16   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 17   | 18   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 19   | 20   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 21   | 22   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 23   | 24   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 25   | 26   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 27   | 28   | 20/1                   |                        |
|                        |                  |                 | 20/1  | 29   | 30   | 20/1                   |                        |
| Max. Pwr Totals        | 6240             | 6240            |       | SQRTPHASE= 1.00                              |      | 1920                   | 1920                   |
| Line Current Totals    | 52               | 52              |       | AVE CURRENT/PHASE                            |      |                        |                        |
| TOTAL VA:              | 12480            |                 |       | 52.00 AMPS                                   |      |                        |                        |
| TOTAL KVA:             | 12.48            |                 |       | PROVIDE 200% RATED NEUTRAL BUS IN THIS PANEL |      |                        |                        |
| Notes:                 |                  |                 |       |  |      |                        |                        |

| VOLTAGE              |                  | 208 / 120 |       | PANEL: IDP# NEW  |       | AIC 14K                |                         |
|----------------------|------------------|-----------|-------|--|-------|------------------------|-------------------------|
| BUS:                 |                  | 350A      |       | MTG: SURFACE   |       | TOP OR BOTTOM FEED TOP |                         |
| MAIN:                |                  | 400A      |       | PHASE: 3 4W  |       | ENCLOSURE: NEMA1       |                         |
| DESCRIPTION          | LOAD - Volt Amps | TRIP      | CKT # | CKT #  | TRIP  | LOAD - Volt Amps       | DESCRIPTION             |
|                      | A B C            |           |       |  |       | A B C                  |                         |
| PANEL IDP#2          | 9180             |           | 200/3 | 1  | 2     | 5307                   | PANEL IDP#1             |
|                      | 8640             |           | 3     | 4  | 200/3 | 5750                   |                         |
|                      | 9360             |           | 5     | 6  | 200/3 | 3752                   |                         |
| AIR COMPRESSOR       | 2280             |           | 7     | 8  | 200/3 | 1900                   | DRILL PRESS #1 BAND SAW |
|                      | 2280             |           | 9     | 10   | 200/3 | 1900                   | DRILL PRESS #2 GRINDER  |
| TABLE SAW            | 2520             |           | 20/2  | 11   | 12    | 20/1                   | GRINDER PARTS WASHER    |
| RADIAL ARM SAW       | 2520             |           | 20/2  | 13   | 14    | 20/1                   |                         |
|                      | 2520             |           | 20/2  | 15   | 16    | 20/1                   |                         |
| BALLAST TEST STATION | 1800             |           | 20/2  | 17   | 18    | 20/1                   |                         |
|                      | 1800             |           | 20/2  | 19   | 20    | 20/1                   |                         |
|                      | 4800             |           | 50/2  | 21   | 22    | 20/1                   |                         |
|                      |                  |           | 20/2  | 23   | 24    | 20/1                   |                         |
|                      |                  |           | 20/2  | 25   | 26    | 20/1                   |                         |
|                      |                  |           | 20/2  | 27   | 28    | 20/1                   |                         |
|                      |                  |           | 20/2  | 29   | 30    | 20/1                   |                         |
| Max. Pwr Totals      | 20580            | 15240     | 19200 | SQRTPHASE= 1.73  |       | 7207                   | 7650                    |
| Line Current Totals  | 27787            | 22890     | 24857 | AVE CURRENT/PHASE  |       |                        |                         |
| TOTAL VA:            | 231.4            | 190.6     | 205.3 | 209.11 AMPS  |       |                        |                         |
| TOTAL KVA:           | 73.334           |           |       | THIS SYSTEM IS INTERLOCKED TO DISABLE CONCURRENT OPERATION WITH CU-1 AND EV-1. |       |                        |                         |
| Notes:               |                  |           |       |  |       |                        |                         |

| VOLTAGE             |                  | 208 / 120 |       | PANEL: IDP#1 NEW                             |      | AIC 14K                |                       |
|---------------------|------------------|-----------|-------|--|------|------------------------|-----------------------|
| BUS:                |                  | 225       |       | MTG: SURFACE                                 |      | TOP OR BOTTOM FEED TOP |                       |
| MAIN:               |                  | MLO       |       | PHASE: 3 4W                                  |      | ENCLOSURE: NEMA1       |                       |
| DESCRIPTION         | LOAD - Volt Amps | TRIP      | CKT # | CKT #  | TRIP | LOAD - Volt Amps       | DESCRIPTION           |
|                     | A B C            |           |       |  |      | A B C                  |                       |
| REC WARE HS         | 900              |           | 20/1  | 1  | 2    | 20/1                   | REC CORD DROPS - SHOP |
| REC LOCKERS         | 1200             |           | 20/1  | 3  | 4    | 20/1                   | REC SHOP EAST         |
| REC RESTROOMS       | 1080             |           | 20/1  | 5  | 6    | 20/1                   | REC SECURITY CAMERAS  |
| REC OFC EAST        | 1260             |           | 20/1  | 7  | 8    | 20/1                   | REC SECURITY CAMERAS  |
| REC OFC EAST        | 800              |           | 20/1  | 9  | 10   | 20/1                   | REC SECURITY CAMERAS  |
| REC OFC EAST        | 900              |           | 20/1  | 11   | 12   | 20/1                   | REC HVAC ZONE DAMPER  |
| REC OFC OPEN        | 720              |           | 20/1  | 13   | 14   | 20/1                   |                       |
| REC OFC OPEN        | 720              |           | 20/1  | 15   | 16   | 20/1                   |                       |
| REC OFC SOUTH       | 540              |           | 20/1  | 17   | 18   | 20/1                   |                       |
| REC WARE HS         | 540              |           | 20/1  | 19   | 20   | 20/1                   |                       |
| REC FILE STO        | 720              |           | 20/1  | 21   | 22   | 20/1                   |                       |
|                     |                  |           | 20/1  | 23   | 24   | 20/1                   |                       |
|                     |                  |           | 20/1  | 25   | 26   | 20/1                   |                       |
|                     |                  |           | 20/1  | 27   | 28   | 20/1                   |                       |
|                     |                  |           | 20/1  | 29   | 30   | 20/1                   |                       |
|                     |                  |           | 20/1  | 31   | 32   | 20/1                   | 150                   |
|                     |                  |           | 20/1  | 33   | 34   | 20/1                   | 244                   |
|                     |                  |           | 20/2  | 35   | 36   | 20/1                   | 230                   |
| EV-3                | 177              |           | 20/2  | 37   | 38   | 20/1                   | 360                   |
| GENSET BATT CHGR    | 250              |           | 20/1  | 39   | 40   | 20/1                   | 500                   |
| EF-7 ELEV MACH RM   | 375              |           | 20/1  | 41   | 42   | 20/1                   | 180                   |
|                     |                  |           | 20/1  | 43   | 44   | 20/1                   | 190                   |
|                     |                  |           | 20/1  | 45   | 46   | 20/1                   | 930                   |
| Max. Pwr Totals     | 3597             | 3720      | 3072  | SQRTPHASE= 1.73                              |      | 1960                   | 2244                  |
| Line Current Totals | 5557             | 5904      | 4002  | AVE CURRENT/PHASE                            |      |                        |                       |
| TOTAL VA:           | 46.3             | 49.9      | 33.3  | 43.17 AMPS                                   |      |                        |                       |
| TOTAL KVA:          | 15.593           |           |       | PROVIDE 200% RATED NEUTRAL BUS IN THIS PANEL |      |                        |                       |
| Notes:              |                  |           |       |  |      |                        |                       |

| VOLTAGE             |                  | 208 / 120 |       | PANEL: IDP#2 (E) RELOCATED   |      | AIC 14K                   |                          |
|---------------------|------------------|-----------|-------|--|------|---------------------------|--------------------------|
| BUS:                |                  | 225       |       | MTG: SURFACE   |      | TOP OR BOTTOM FEED BOTTOM |                          |
| MAIN:               |                  | MLO       |       | PHASE: 3 4W  |      | ENCLOSURE: NEMA1          |                          |
| DESCRIPTION         | LOAD - Volt Amps | TRIP      | CKT # | CKT #  | TRIP | LOAD - Volt Amps          | DESCRIPTION              |
|                     | A B C            |           |       |  |      | A B C                     |                          |
| REC OFC 200-201     | 1260             |           | 20/1  | 1  | 2    | 20/1                      | PROJ SCREENS             |
| REC OFC 202-203     | 1140             |           | 20/1  | 3  | 4    | 20/1                      | REC CONF                 |
| REC OFC 204-205     | 1620             |           | 20/1  | 5  | 6    | 20/1                      | REC LAB                  |
| REC OFC 207         | 840              |           | 20/1  | 7  | 8    | 20/1                      | REC LOBBY HALL RESTROOMS |
| REC OFC 207         | 360              |           | 20/1  | 9  | 10   | 20/1                      | REC OFC 202              |
| REC OFC 207         | 360              |           | 20/1  | 11   | 12   | 20/1                      | REC OFC RECEPTION        |
| REC ADMIN LAB       | 720              |           | 20/1  | 13   | 14   | 20/1                      | REC OFC 202-204          |
| REC ADMIN LAB       | 360              |           | 20/1  | 15   | 16   | 20/1                      | REC RECEPTION            |
| REC STG TR          | 360              |           | 20/1  | 17   | 18   | 20/1                      | REC SECURITY CAMERAS     |
| REC LUNCH 211       | 1440             |           | 20/1  | 19   | 20   | 20/1                      |                          |
| REC LUNCH 200-203   | 1200             |           | 20/1  | 21   | 22   | 20/1                      |                          |
| REC OFC 221         | 840              |           | 20/1  | 23   | 24   | 20/1                      |                          |
| REC OFC 221         | 840              |           | 20/1  | 25   | 26   | 20/1                      |                          |
| REC OFC 221         | 840              |           | 20/1  | 27   | 28   | 20/1                      | HVAC DAMPERS CONTROL     |
| REC OFC 222-227     | 1440             |           | 20/1  | 29   | 30   | 20/1                      | EF-4 1ST FLR RES RM      |
| REC OFC 222-229     | 1080             |           | 20/1  | 31   | 32   | 20/1                      | EF-3 2ND FLR RES RM      |
| REC OFC 220-221     | 1260             |           | 20/1  | 33   | 34   | 20/1                      | EF-5 1ST FLR STD 102     |
| REC FURN 222        | 720              |           | 20/1  | 35   | 36   | 20/2                      | CU-3                     |
| REC FURN 222        | 720              |           | 20/1  | 37   | 38   | 20/1                      | 1162                     |
| REC FURN 222        | 720              |           | 20/1  | 39   | 40   | 20/1                      | 375                      |
| REC ROOF SERVICE    | 720              |           | 20/1  | 41   | 42   | 20/1                      | 41                       |
|                     |                  |           | 20/1  | 43   | 44   | 20/1                      | 41                       |
|                     |                  |           | 20/1  | 45   | 46   | 20/1                      | 41                       |
| Max. Pwr Totals     | 6300             | 6680      | 6080  | SQRTPHASE= 1.73  |      | 2850                      | 3910                     |
| Line Current Totals | 9180             | 9490      | 8368  | AVE CURRENT/PHASE  |      |                           |                          |
| TOTAL VA:           | 76.4             | 79.0      | 78.0  | 77.82 AMPS   |      |                           |                          |
| TOTAL KVA:          | 23.035           |           |       | THIS SYSTEM IS INTERLOCKED TO DISABLE CONCURRENT OPERATION WITH CU-1 AND EV-1. INSTALL 200% RATED NEUTRAL BUS IN THIS PANEL. |      |                           |                          |
| Notes:              |                  |           |       |  |      |                           |                          |

| VOLTAGE     |                  | 480 / 277 |       | PANEL: IDP EXIST |      | AIC EXISTING           |             |
|-------------|------------------|-----------|-------|------------------|------|------------------------|-------------|
| BUS:        |                  | 800A      |       | MTG: SURF        |      | TOP OR BOTTOM FEED TOP |             |
| MAIN:       |                  | MLO       |       | PHASE: 3 4W      |      | ENCLOSURE: NEMA1       |             |
| DESCRIPTION | LOAD - Volt Amps | TRIP      | CKT # | CKT #            | TRIP | LOAD - Volt Amps       | DESCRIPTION |
|             | A B C            |           |       |                  |      | A B C                  |             |
| SPACE       |                  |           | 1     | 2                |      |                        | SPACE       |
|             |                  |           | 3     | 4                |      |                        |             |
|             |                  |           | 5     | 6                |      |                        |             |
|             |                  |           | 7     | 8                |      |                        |             |
|             |                  |           | 9     | 10               |      |                        |             |
|             |                  |           |       |                  |      |                        |             |





110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO.

08156

PRINT DATE:

PLOT DATE:

DRAWN BY: MRC

CHECKED BY: MRC

SET ISSUED:

50% REVIEW SET 11/21/08

90% REVIEW SET 12/16/08

95%-PLANCHHECK SET 12/23/08

BID SET 02/10/09

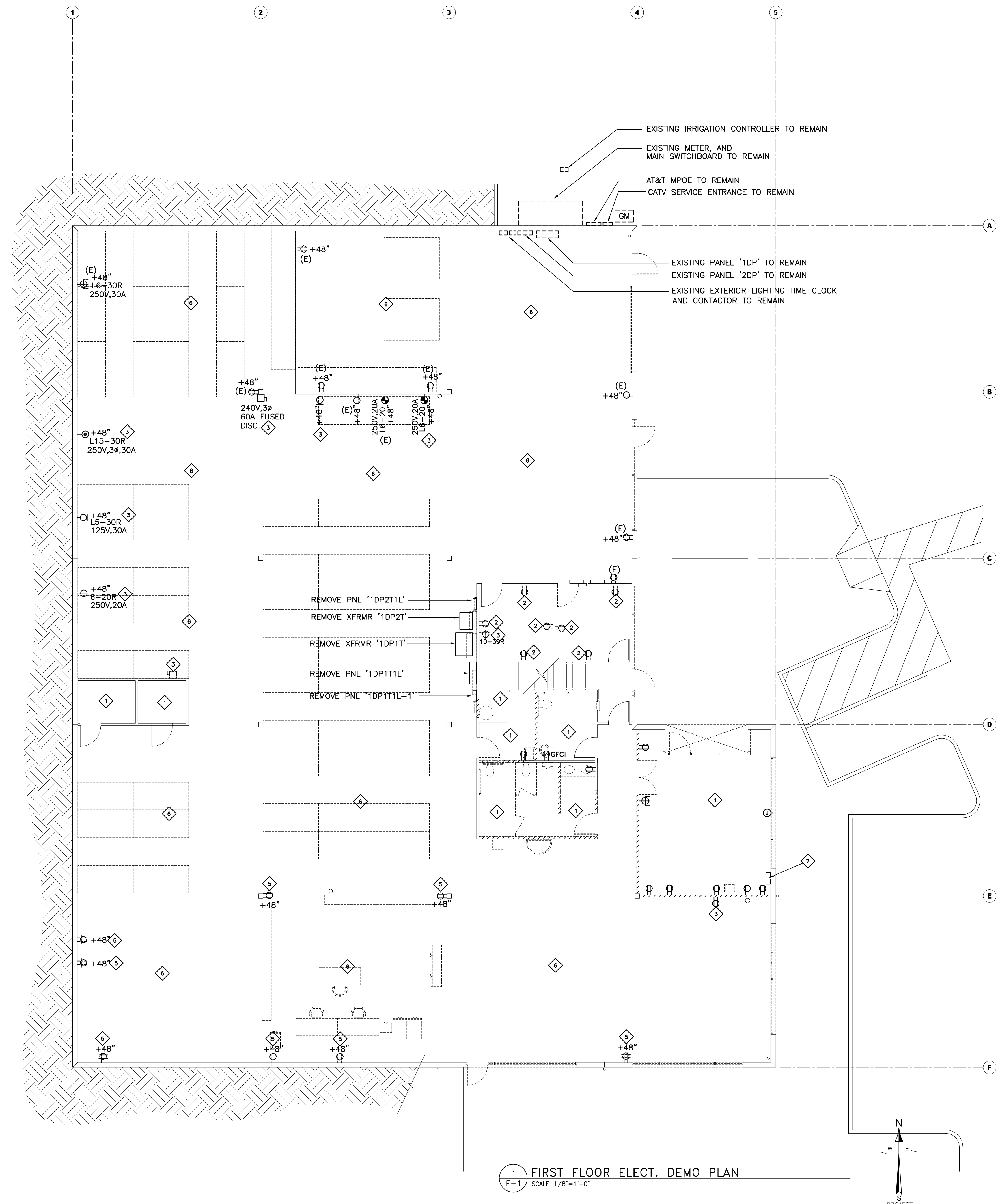
SHEET NAME:

FIRST FLOOR ELEC.  
DEMO PLAN

SHEET NO.:

E-1

FILE NAME.:



GENERAL ELECTRICAL DEMOLITION NOTES

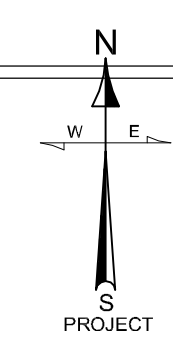
FOR ALL EQUIPMENT TO BE REMOVED, CONFIRM WITH OWNER THE DISPOSITION OF ALL REUSABLE MATERIAL PRIOR TO REMOVAL FROM SITE. RECYCLE AND DISPOSE OF ALL WASTE MATERIAL IN A METHOD ACCEPTABLE BY ALL LOCAL STATE AND FEDERAL CODES AND/OR REGULATIONS.

CONTRACTOR TO REMOVE ALL ABANDONED WIRING AND EMPTY CONDUIT. ANY EXISTING DEVICE BOX NOT SUPPORTED BY PROPER MEANS SHALL BE REMOVED IN IT'S ENTIRETY.

SHEET NOTES-DEMO

- 1 REMOVE ALL POWER AND LIGHTING EQUIPMENT FROM THIS ROOM UNLESS OTHERWISE NOTED BELOW. REMOVE DEVICES, LIGHTS, WALL PLATES. REMOVE CONDUCTORS BACK TO PANEL. REMOVE ANY UNUSED ACCESSIBLE CONDUIT REMAINING AFTER ALL DEVICES HAVE BEEN DEMOLISHED.
- 2 REMOVE DEVICE. DEVICE BOX TO REMAIN. IF CALLED OUT TO HAVE NEW DEVICE INSTALLED AND IF CONDUCTORS ARE SUITABLE THEY MAY BE LEFT IN PLACE FOR INSTALLATION OF NEW DEVICE.
- 3 DEVICE TO BE REMOVED IN IT'S ENTIRETY. REMOVE DEVICE, WALL PLATE, DEVICE WIRING BOX. REMOVE CONDUCTORS BACK TO PANEL. REMOVE ANY UNUSED ACCESSIBLE CONDUIT REMAINING AFTER ALL DEVICES HAVE BEEN DEMOLISHED.
- 4 REMOVE LIGHT SWITCH. REUSE EXISTING BOX AND PIPE FOR WIRING NEW LIGHTING CONTROL.
- 5 REMOVE RECEPTACLE AND DEVICE BOX. REMOVE WIRING BACK TO NEAREST ACCESSIBLE JUNCTION BOX. ENSURE THAT IF CIRCUIT IS TO BE REUSED, THAT CONTINUITY OF WIRING IS MAINTAINED. INSTALL NEW JUNCTION BOX IF NECESSARY.
- 6 REMOVE ALL LIGHTING FIXTURES AND LIGHTING CONTROLS IN THIS ROOM/AREA.
- 7 EXISTING FIRE ALARM CONTROL PANEL TO REMAIN. CONTRACTOR TO ENSURE ALL CIRCUITS CURRENTLY SERVED BY THIS FACP ARE TO REMAIN ENERGIZED AND IN SERVICE INCLUDING BUT NOT LIMITED TO THE PIV IF PRESENT, THE FLOW AND TAMPER SWITCH AND THE TELEPHONE LINES TO TELEPHONE PROVIDER'S MINIMUM POINT OF ENTRY (MPOE).

1 FIRST FLOOR ELEC. DEMO PLAN  
E-1 SCALE 1/8"=1'-0"





JOB NO.  
**08156**

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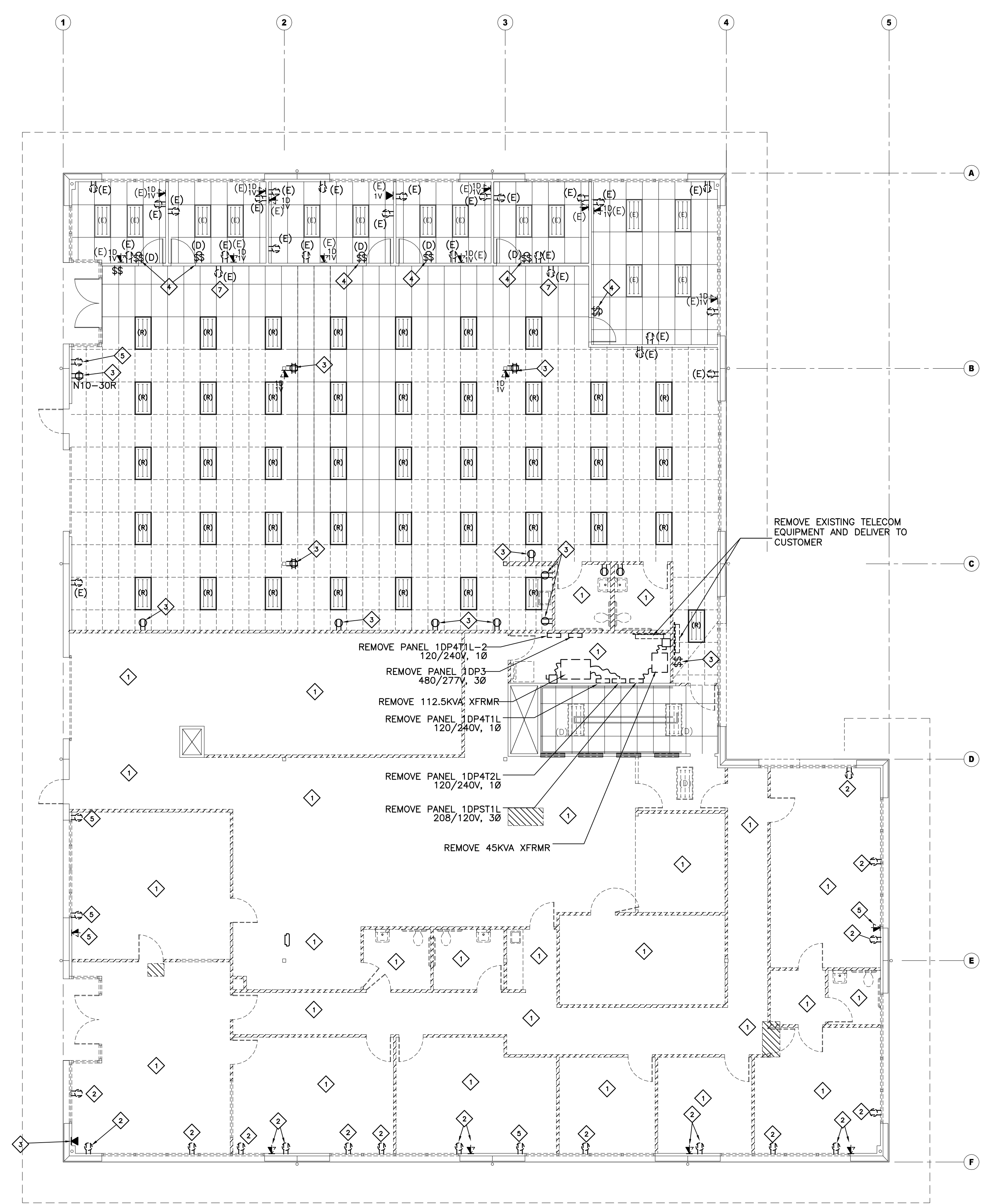
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|---------------------|----------|
| 50% REVIEW SET      | 11/21/08 |
| 90% REVIEW SET      | 12/16/08 |
| 95% - PLANCHECK SET | 12/23/08 |
| BID SET             | 02/10/09 |

SHEET NAME:  
**SECOND FLOOR ELECT. DEMO PLAN**

SHEET NO.:

**E-2**

FILE NAME:



REMOVE EXISTING TELECOM EQUIPMENT AND DELIVER TO CUSTOMER

REMOVE PANEL 1DP4T1L-2  
 120/240V, 1Ø

REMOVE PANEL 1DP3  
 480/277V, 3Ø

REMOVE 112.5KVA XFRMR

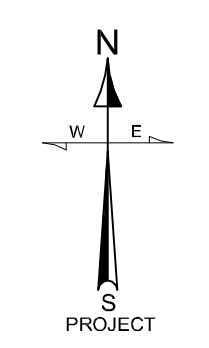
REMOVE PANEL 1DP4T1L  
 120/240V, 1Ø

REMOVE PANEL 1DP4T2L  
 120/240V, 1Ø

REMOVE PANEL 1DPST11  
 208/120V, 3Ø

REMOVE 45KVA XFRMR

**1 SECOND FLOOR ELECT. DEMO PLAN**  
 E-2 SCALE 1/8"=1'-0"



**GENERAL ELECTRICAL DEMOLITION NOTES**

FOR ALL EQUIPMENT TO BE REMOVED, CONFIRM WITH OWNER THE DISPOSITION OF ALL REUSABLE MATERIAL PRIOR TO REMOVAL FROM SITE. RECYCLE AND DISPOSE OF ALL WASTE MATERIAL IN A METHOD ACCEPTABLE BY ALL LOCAL STATE AND FEDERAL CODES AND/OR REGULATIONS.

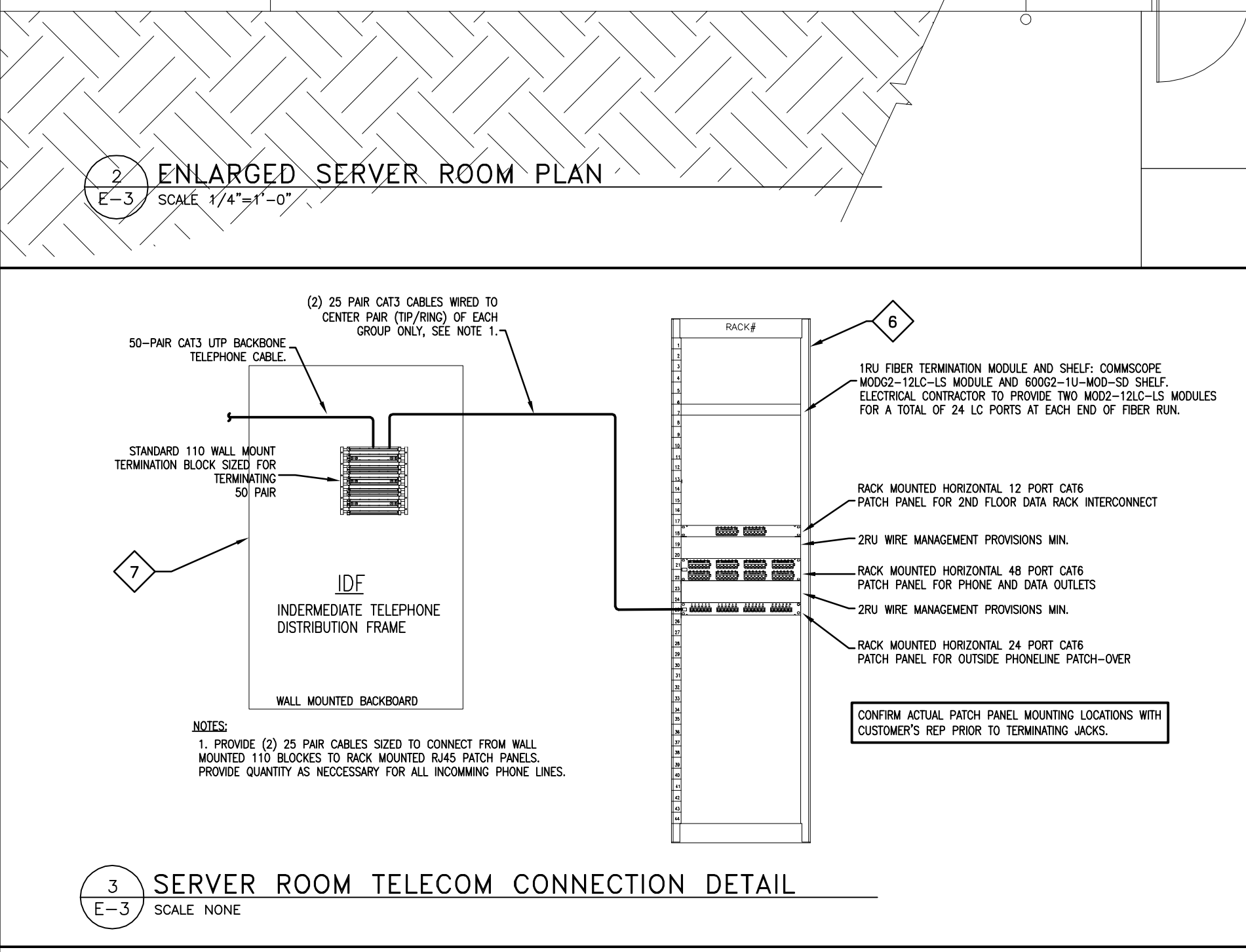
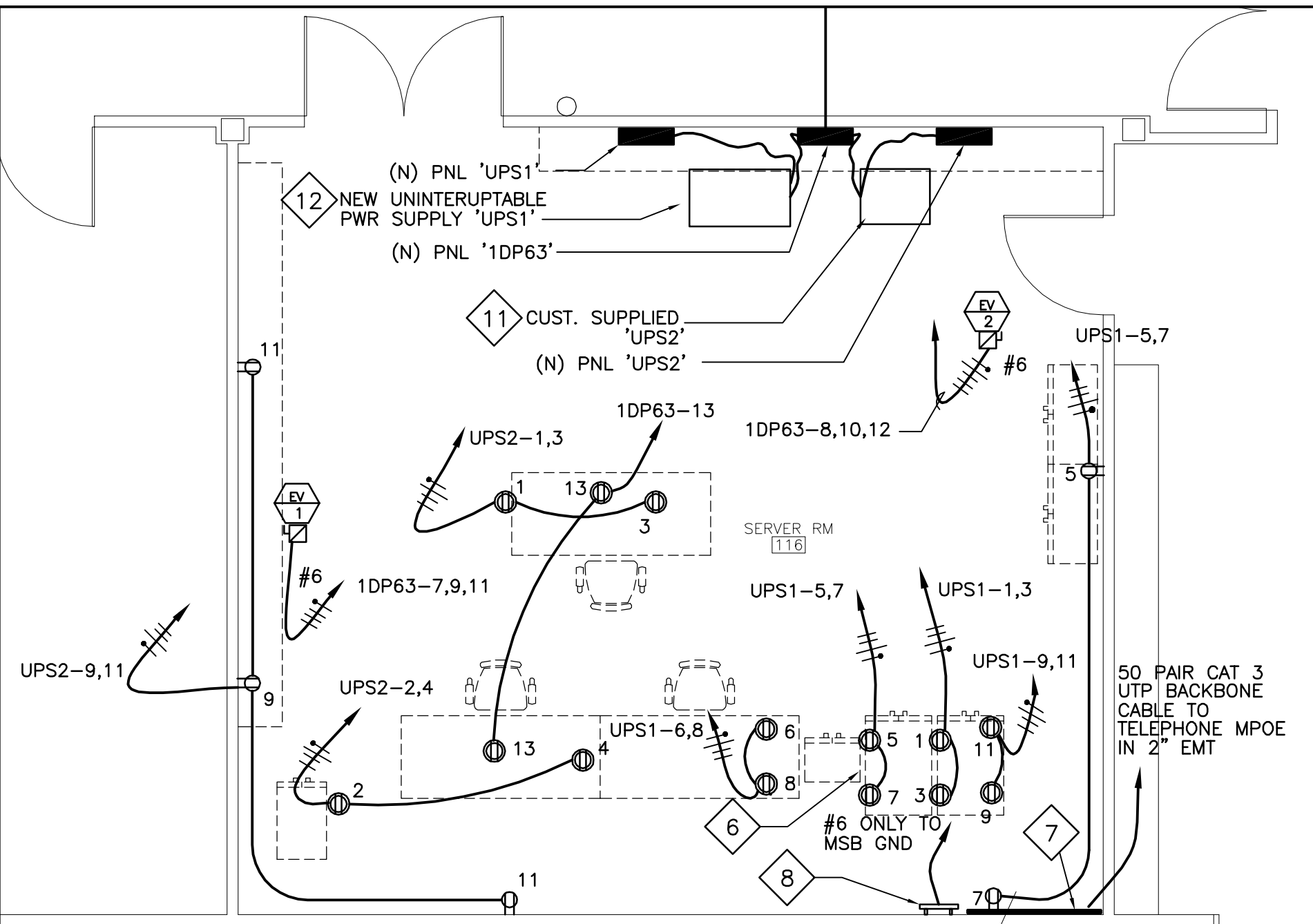
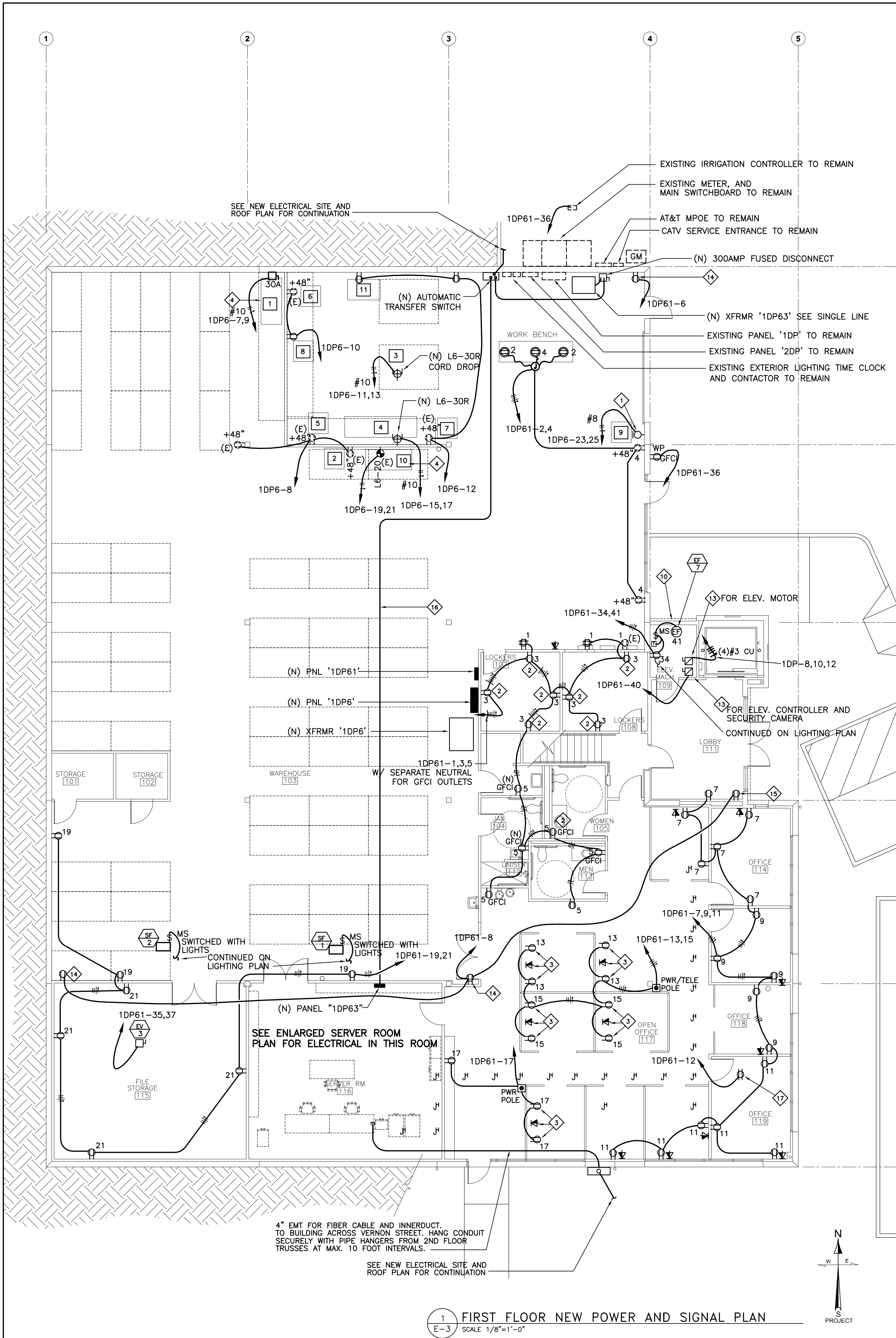
CONTRACTOR TO REMOVE ALL ABANDONED WIRING AND EMPTY CONDUIT. ANY EXISTING UNUSED DEVICE BOX NOT SUPPORTED BY PROPER MEANS SHALL BE REMOVED IN IT'S ENTIRETY.

**SHEET NOTES-DEMO**

- 1 REMOVE ALL POWER AND LIGHTING EQUIPMENT FROM THIS ROOM UNLESS OTHERWISE NOTED BELOW. REMOVE DEVICES, LIGHTS, WALL PLATES. REMOVE CONDUCTORS BACK TO PANEL. REMOVE ANY UNUSED ACCESSIBLE CONDUIT REMAINING AFTER ALL DEVICES HAVE BEEN DEMOLISHED.
- 2 REMOVE DEVICE. DEVICE BOX TO REMAIN, IF CALLED OUT TO HAVE NEW DEVICE INSTALLED AND IF CONDUCTORS ARE SUITABLE THEY MAY BE LEFT IN PLACE FOR INSTALLATION OF NEW DEVICE.
- 3 DEVICE TO BE REMOVED IN IT'S ENTIRETY. REMOVE DEVICE, WALL PLATE, DEVICE WIRING BOX. REMOVE CONDUCTORS BACK TO PANEL. REMOVE ANY UNUSED ACCESSIBLE CONDUIT REMAINING AFTER ALL DEVICES HAVE BEEN DEMOLISHED.
- 4 REMOVE LIGHT SWITCH. REUSE EXISTING BOX AND PIPE FOR WIRING NEW LIGHTING CONTROL.
- 5 REMOVE RECEPTACLE AND DEVICE BOX. REMOVE WIRING BACK TO NEAREST ACCESSIBLE JUNCTION BOX. ENSURE THAT IF CIRCUIT IS TO BE REUSED, THAT CONTINUITY OF WIRING IS MAINTAINED. INSTALL NEW JUNCTION BOX IF NECESSARY.
- 6 NO ELECTRICAL WORK THIS ROOM. ENSURE THAT POWER AND DATA CIRCUITRY IS MAINTAINED TO PROVIDE FOR FULL FUNCTION OF ROOM.
- 7 EXISTING DEVICE TO REMAIN. ENSURE THAT POWER CIRCUITRY IS MAINTAINED AT PROJECT COMPLETION.

**SHEET INDEX**

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| E-5   | FIRST FLOOR NEW LIGHTING PLAN           |
| E-6   | SECOND FLOOR NEW LIGHTING PLAN          |

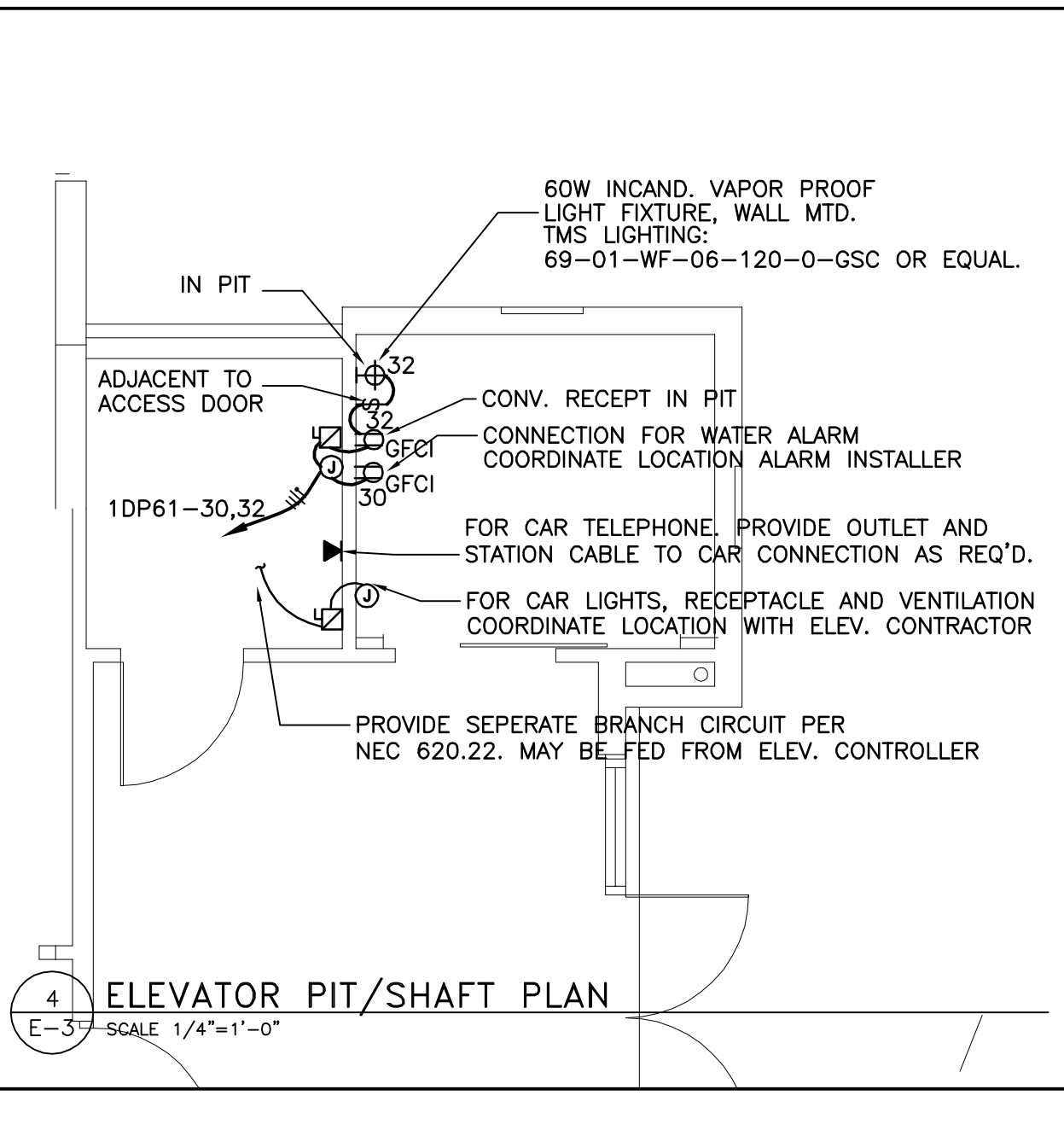


**GENERAL NOTES**

ALL DEVICES ARE NEW U.O.N.  
 ALL OFFICE WALL DEVICES AND TRIMS ARE WHITE U.O.N.  
 ALL NEW SHOP AND WAREHOUSE RECEPTACLES SHALL BE MOUNTED AT +48\"/>

**SHEET NOTES**

1 NEW 50A, 208V NEMA 6-50R RECEPTACLE FOR WELDER CONNECTION.  
 2 NEW 5-15R RECEPTACLE AND MATCHING TRIM IN EXISTING BOX. CIRCUIT AS SHOWN.  
 3 THESE OUTLETS ARE FURNITURE MOUNTED. POWER RECEPTACLES SHALL BE PROVIDED BY FURNITURE SUPPLIER BUT CONNECTED BY ELECTRICAL CONTRACTOR. VOICE AND DATA JACKS AND BEZELS SHALL BE PROVIDED AND INSTALLED/CONNECTED BY ELECT. CONTRACTOR. COORDINATE BEZEL TYPES AND MOUNTING PROCEDURE WITH FURNITURE PRIOR TO TERMINATING JACKS.  
 4 TYPICAL SHOP EQUIPMENT ID TAG. SEE SHOP EQUIPMENT SCHEDULE FOR DETAILS.  
 5 EXISTING FLOOR WIRED TO 208V, 1PH.  
 6 NEW FIRST FLOOR TELECOM PATCH PANEL RACK - FULL HEIGHT 42U SPACE 19\"/>



| Unit ID | Description          | Voltage  | Circuit Ampacity | Dedicated |
|---------|----------------------|----------|------------------|-----------|
| 1       | AIR COMPRESSOR       | 208V-1Ph | 30A              | Y         |
| 2       | BAND SAW             | 120V-1Ph | 20A              | n         |
| 3       | TABLE SAW            | 208V-1Ph | 30A              | Y         |
| 4       | RADIAL ARM SAW       | 208V-1Ph | 30A              | Y         |
| 5       | DRILL PRESS #1       | 120V-1Ph | 20A              | n         |
| 6       | DRILL PRESS#2        | 120V-1Ph | 20A              | n         |
| 7       | GRINDING WHEEL #1    | 120V-1Ph | 20A              | n         |
| 8       | GRINDING WHEEL #2    | 120V-1Ph | 20A              | n         |
| 9       | WELDER               | 208V-1Ph | 50A              | Y         |
| 10      | BALLAST TEST STATION | 208V-1Ph | 20A              | Y         |
| 11      | PARTS WASHER         | 120V-1Ph | 20A              | n         |
| 12      |                      |          |                  |           |
| 13      |                      |          |                  |           |
| 14      |                      |          |                  |           |
| 15      |                      |          |                  |           |

| SHEET INDEX | Description                             |
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| E-5         | FIRST FLOOR NEW LIGHTING PLAN           |
| E-6         | SECOND FLOOR NEW LIGHTING PLAN          |

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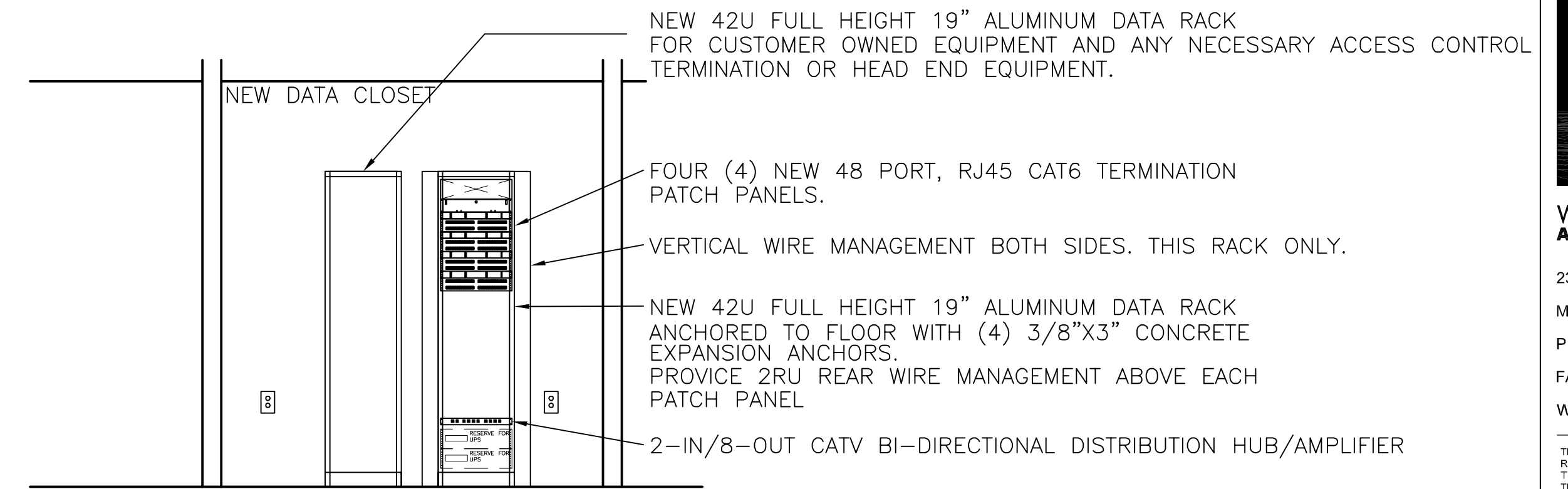
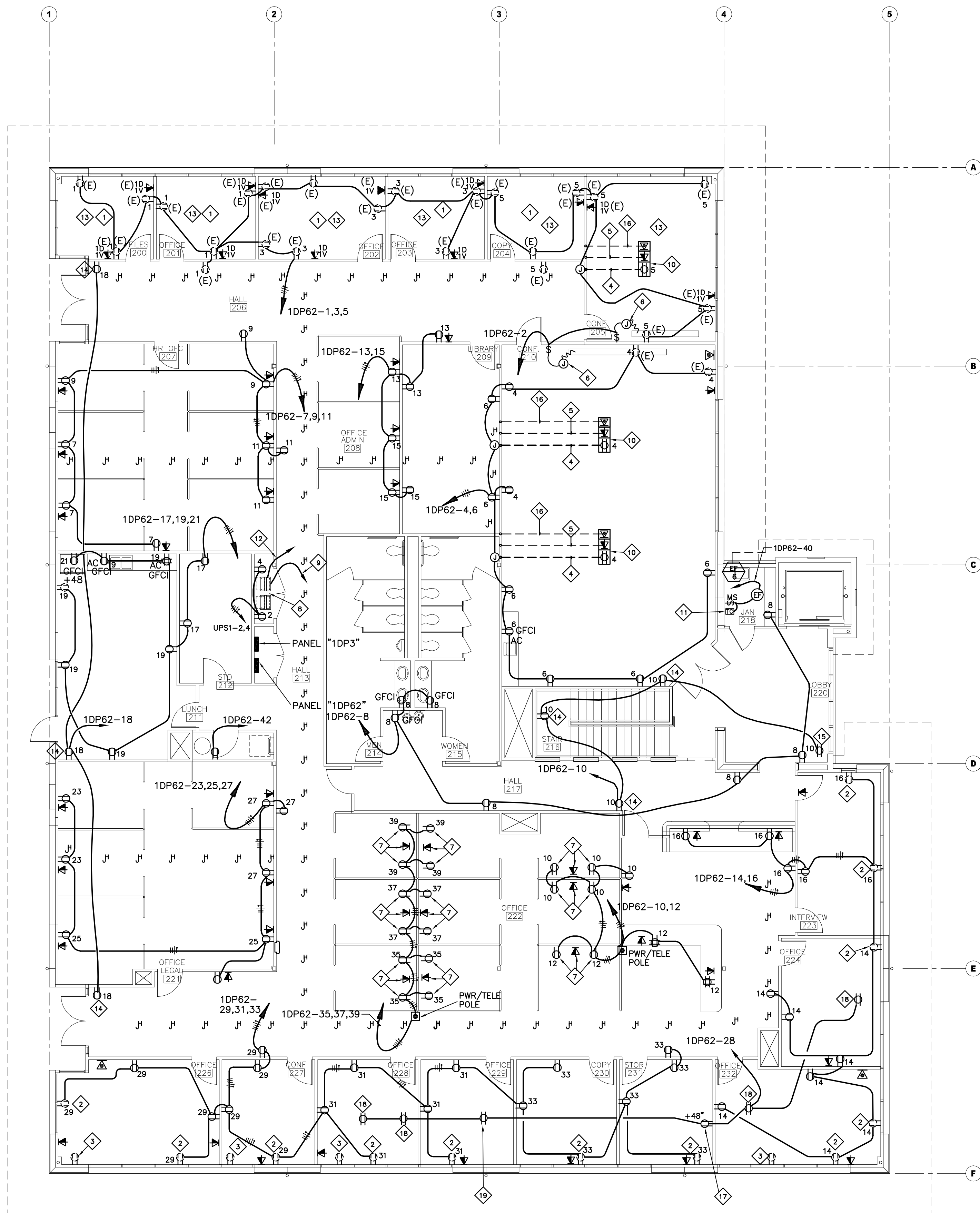
**PRIME DESIGN GROUP**  
 ELECTRICAL CONSULTING ENGINEERS  
 1800 GREEN HILLS RD. STE 100  
 SCOTT'S VALLEY, CA 95066  
 PHONE: (831) 430-3600  
 FAX: (831) 430-9490  
 PDG PROJECT NO.: 08144.00

**METRO**

**110 VERNON ST. REMODEL**  
 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

JOB NO. **08156**  
 PRINT DATE:  
 PLOT DATE:  
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 SET ISSUED:  
 50% REVIEW SET 11/2/08  
 90% REVIEW SET 12/16/08  
 95%-PLAN/CHECK SET 12/23/08  
 BID SET 02/10/09

SHEET NAME: **FIRST FLOOR NEW POWER AND SIGNAL PLAN**  
 SHEET NO.: **E-3**  
 FILE NAME:



2 SECOND FLOOR NEW DATA CLOSET DETAIL  
SCALE 3/8"=1'-0"

### ACCESS CONTROL SYSTEM GENERAL NOTE:

THE ACCESS CONTROL SYSTEM "ACS" IS CURRENTLY DEFINED BY PERFORMANCE SPEC ONLY. REFERENCE SANTA CRUZ METRO SMS SECURITY MANAGEMENT SYSTEM ACCESS CONTROL SPEC DATED 2/10/09. CONTRACTOR SHALL PROVIDE ALL NECESSARY ELECTRICAL CIRCUITS, CONDUITS, OVERCURRENT PROTECTION, ENCLOSURES, RECEPTACLE OUTLETS AND ALL OTHER MATERIALS AND LABOR TO SUPPORT THE INSTALLATION OF A FULL AND COMPLETE ACCESS CONTROL SYSTEM AS DEFINED IN THE ABOVE REFERENCED SPECIFICATION. CONTRACTOR SHALL SUBMIT TWO COPIES OF SHOP DRAWINGS AND PRODUCT SUBMITTAL DRAWINGS TO PRIME DESIGN GROUP FOR REVIEW PRIOR TO COMMENCEMENT OF ACS INSTALLATION. SHOP DRAWING SHALL CLEARLY SHOW ON FLOOR PLANS WHERE REQUIRED 120V CIRCUITS SHALL BE INSTALLED. IT SHALL ALSO CLEARLY ILLUSTRATE WHERE ALL ACCESS CONTROL EQUIPMENT CARD READERS, ADA DOOR OPERATORS, KEYLESS ELECTRIC LOCKS AND HEAD END CONTROL EQUIPMENT AND ASSOCIATED UPS EQUIPMENT IS TO BE INSTALLED.

CONTRACTOR SHALL REVIEW THESE ELECTRICAL PLANS AND EXISTING CONDITIONS. NOTIFY THE ARCHITECT AND ELECTRICAL ENGINEER PRIOR TO SUBMITTING A BID IF THE PROPOSED ELECTRICAL SYSTEM SHOWN IN THESE DESIGNS REQUIRES ANY ADDITIONAL ELECTRICAL PANELBOARDS OR REFLECTS A CONDITION THAT WILL ADVERSELY AFFECT A SATISFACTORY EXECUTION OF THE WORK. IF ADDITIONAL PANELBOARDS ARE NECESSARY, THEY SHALL BE INCLUDED IN THE BID ALONG WITH ANY REQUIRED FEEDER CONDUCTORS, CONDUIT, MAIN CIRCUIT AND BRANCH CIRCUIT BREAKERS.

REFERENCE ACCESS CONTROL SCHEDULE IN THE ACS PERFORMANCE SPEC FOR IDENTIFICATION OF DOORS REQUIRING ACCESS CONTROL AND THEIR ASSOCIATED REQUIREMENTS. SYSTEM SHALL BE INTERFACED WITH THE FIRE ALARM CONTROL PANEL TO RELEASE ALL NORMALLY LOCKED EXTERIOR DOORS AFTER THE DETECTION OF A FIRE OR WATER FLOW IN THE SPRINKLER SYSTEM.

REFERENCE ACS PERFORMANCE SPEC FOR UPS REQUIREMENTS. ALL ACCESS CONTROL SYSTEM EQUIPMENT SHALL BE POWERED BY THE MINIMUM NECESSARY 20A, 120V CIRCUITS FED FROM PANEL 1DP63 OR A SECOND FLOOR SUBPANEL FED FROM PANEL 1DP63. ALL LOADS ADDED BY THE ACCESS CONTROL SYSTEM SHALL BE SUMMARIZED AND QUANTIFIED IN A LOAD SCHEDULE ON THE SHOP DRAWINGS AND APPROVED BY PRIME DESIGN GROUP PRIOR TO ROUGH IN.

### GENERAL NOTES

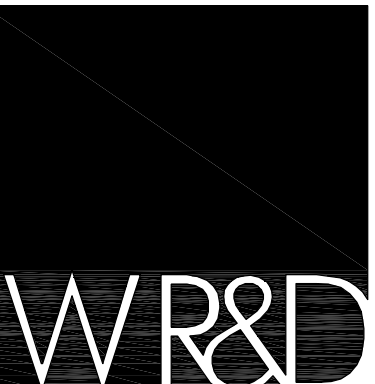
- 1 ALL DEVICES ARE NEW U.O.N.
- 2 ALL WALL DEVICES ARE WHITE U.O.N.
- 3 ALL NEW AND EXISTING TELECOM LOCATIONS SHALL INCLUDE MINIMUM (1) CAT6 CABLE FOR VOICE AND (1) CAT6 CABLE FOR DATA U.O.N. HOME RUN AND TERMINATED AT 2ND FLOOR TELECOM PATCH PANEL RACK.
- 4 SEE 5/E-0.1 FOR ALL CONDUIT FLOOR PENETRATIONS.

### SHEET NOTES

- 1 ALL CIRCUITS FOR (E) RECEPTACLES AND LIGHTING ARE TO REMAIN ENERGIZED AT COMPLETION OF PROJECT.
- 2 INSTALL NEW 15A DUPLEX COMMERCIAL GRADE DECORA STYLE RECEPTACLE OUTLET IN EXISTING DEVICE BOX. CIRCUIT AS SHOWN.
- 3 RECEPTACLE REMOVED DURING DEMO. BLANK OFF EXISTING BOX WITH COVER PLATE. COLOR TO MATCH NEW DEVICES.
- 4 3/4" W/ 2#12CU+GND FOR FLOOR BOX POWER. ROUTE UNDER FLOOR DECKING THEN STUB BACK UP THROUGH FLOOR INTO WALL. CONTINUE UP WALL AND TERMINATE IN 4 SQUARE J-BOX SURFACE MOUNTED TO WALL 9" ABOVE CEILING.
- 5 3/4" W/ (2) CAT5 CABLES FOR FLOOR BOX TELECOM CABLING. ROUTE UNDER FLOOR DECKING THEN STUB BACK UP THROUGH FLOOR INTO WALL. CONTINUE UP WALL AND STUB OUT 9" ABOVE CEILING.
- 6 INSTALL J-BOX ABOVE CEILING FOR CONNECTION OF MOTORIZED PROJECTION SCREEN. PROVIDE THERMAL OVERLOAD PROTECTION OF SCREEN IF REQUIRED BY SCREEN MANUFACTURER.
- 7 THESE OUTLETS ARE FURNITURE MOUNTED. POWER RECEPTACLES SHALL BE PROVIDED BY FURNITURE SUPPLIER BUT CONNECTED BY ELECTRICAL CONTRACTOR. VOICE AND DATA JACKS AND BEZELS SHALL BE PROVIDED AND INSTALLED/CONNECTED BY ELECT. CONTRACTOR. COORDINATE BEZEL TYPES AND MOUNTING PROCEDURE WITH FURNITURE PRIOR TO TERMINATING JACKS.
- 8 NEW TELECOM PATCH PANEL RACKS. SEE SECOND FLOOR DATA CLOSET DETAIL.
- 9 NEW CAT6 INTRA-BUILDING BACKBONE CAT6 CABLE TO 1ST FLOOR DATA RACK IN 3/4"C.
- 10 NEW FLOOR MOUNTED POKE-THROUGH STYLE COMBINATION POWER AND DATA FLOOR BOX. WIREMOLD RC4 SERIES WITH COM75 3/4" COMMUNICATIONS ADAPTER OR EQUAL. CONTRACTOR TO CONFIRM FLOOR SURFACE COMPATIBILITY WITH ARCHITECT PRIOR TO ROUGH-IN. FLOOR BOX TO INCLUDE (2) 15AMP DUPLEX RECEPTACLES, 2 CAT6 DATA JACKS AND ONE PORT FOR CABLE TV. INCLUDE CARPET FLANGE AT ANY CARPETTED FLOOR AREAS.
- 11 TIMECLOCK FURNISHED BY MECH., INSTALLED BY ELECTRICAL CONTRACTOR.
- 12 NEW RG11 CATV CABLE TO CATV SERVICE ENTRANCE IN 3/4"C. PROVIDE 20' OF EXTRA CABLE COILED UP. PROVIDE 2-INPUTS/8-OUTPUT CATV BIDIRECTIONAL DISTRIBUTION HUB/AMPLIFIER MOUNTED IN DATA RACK. CONNECT ALL CATV STATION OUTLETS TO DISTRIBUTION HUB.
- 13 IN THESE ROOMS, REPLACE (E) CAT5 TELECOM VOICE AND DATA JACKS AND CABLES WITH CAT6 JACKS AND CABLES. SEE 3/E-0.1.
- 14 15A, 120V RECEPTACLE FOR SECURITY CAMERA. MOUNT 6" ABOVE ACOUSTIC CEILING.
- 15 15A, 120V RECEPTACLE FOR SECURITY CAMERA. MOUNTED FLUSH IN CEILING.
- 16 3/4" W/ (1) RG6 CABLE FOR FLOOR BOX CATV CABLING. ROUTE UNDER FLOOR DECKING THEN STUB BACK UP THROUGH FLOOR INTO WALL. CONTINUE UP WALL AND STUB OUT 9" ABOVE CEILING. CONTINUE CABLING ON J-HOOKS TO 2ND FLOOR DATA CLOSET CATV SPLITTER.
- 17 FOR HVAC VARITRAC CENTRAL CONTROL PANEL POWER SUPPLY BY MECH. COORD. EXACT LOCATION WITH HVAC CONTRACTOR.
- 18 FOR HVAC ZONE CONTROL DAMPERS, MOUNTED ABOVE CEILING. COORDINATE EXACT LOCATION W/ HVAC CONTRACTOR.
- 19 FOR HVAC BYPASS DAMPER CONTROLLER BY MECH. MOUNTED ABOVE CEILING. COORDINATE EXACT LOCATION WITH HVAC CONTRACTOR.

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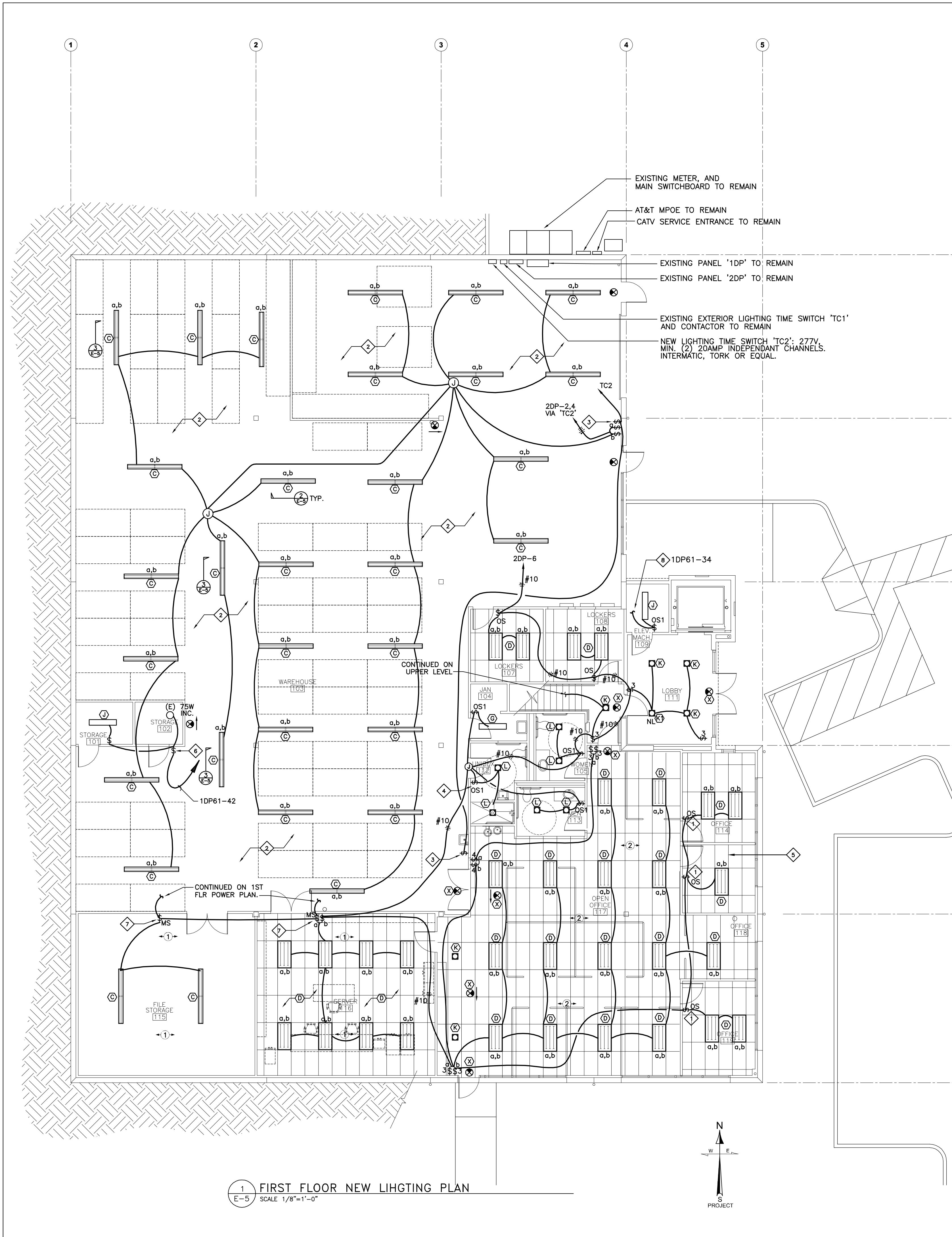
SHEET NAME:

SECOND FLOOR NEW POWER AND SIGNAL PLAN

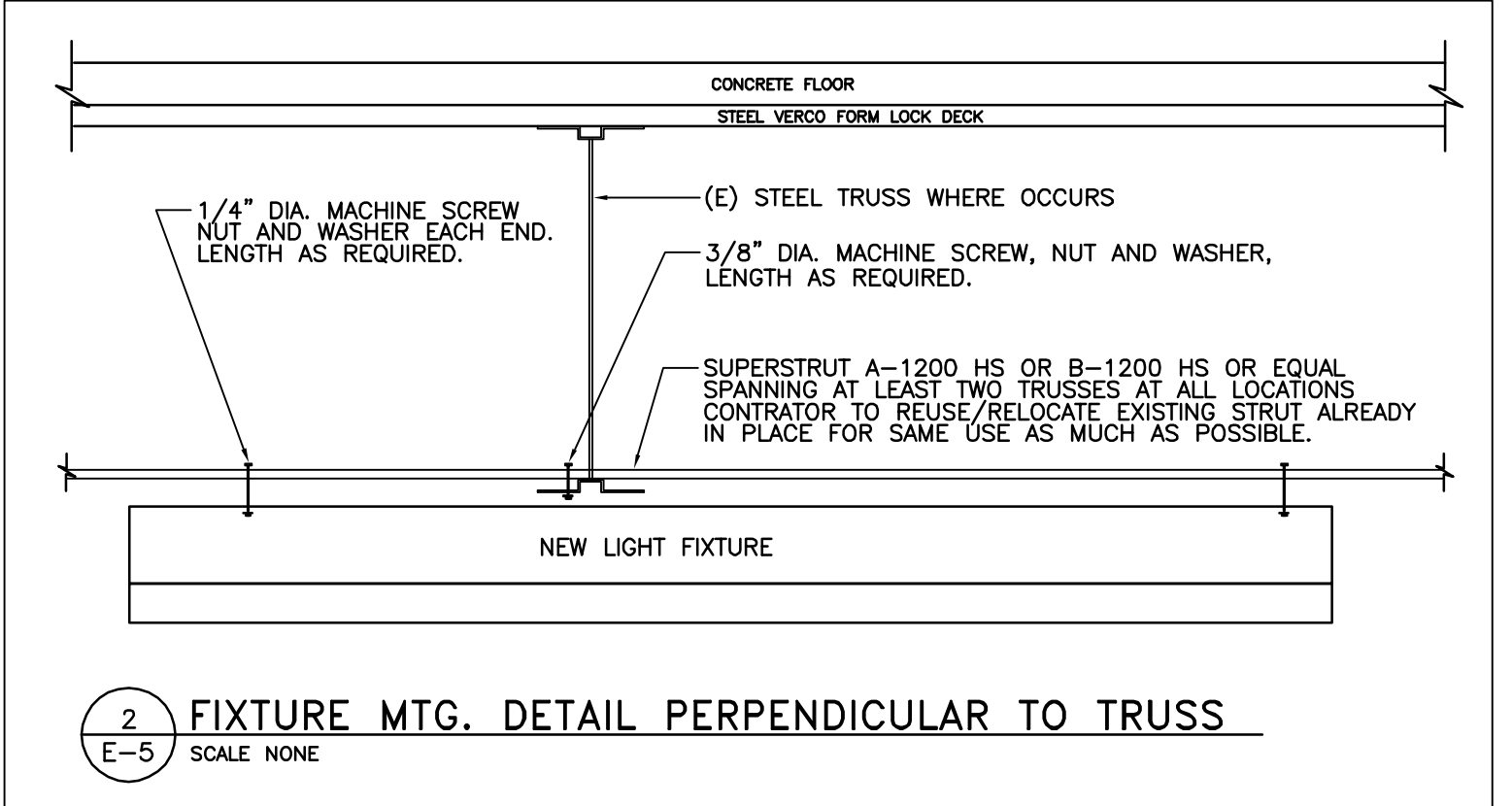
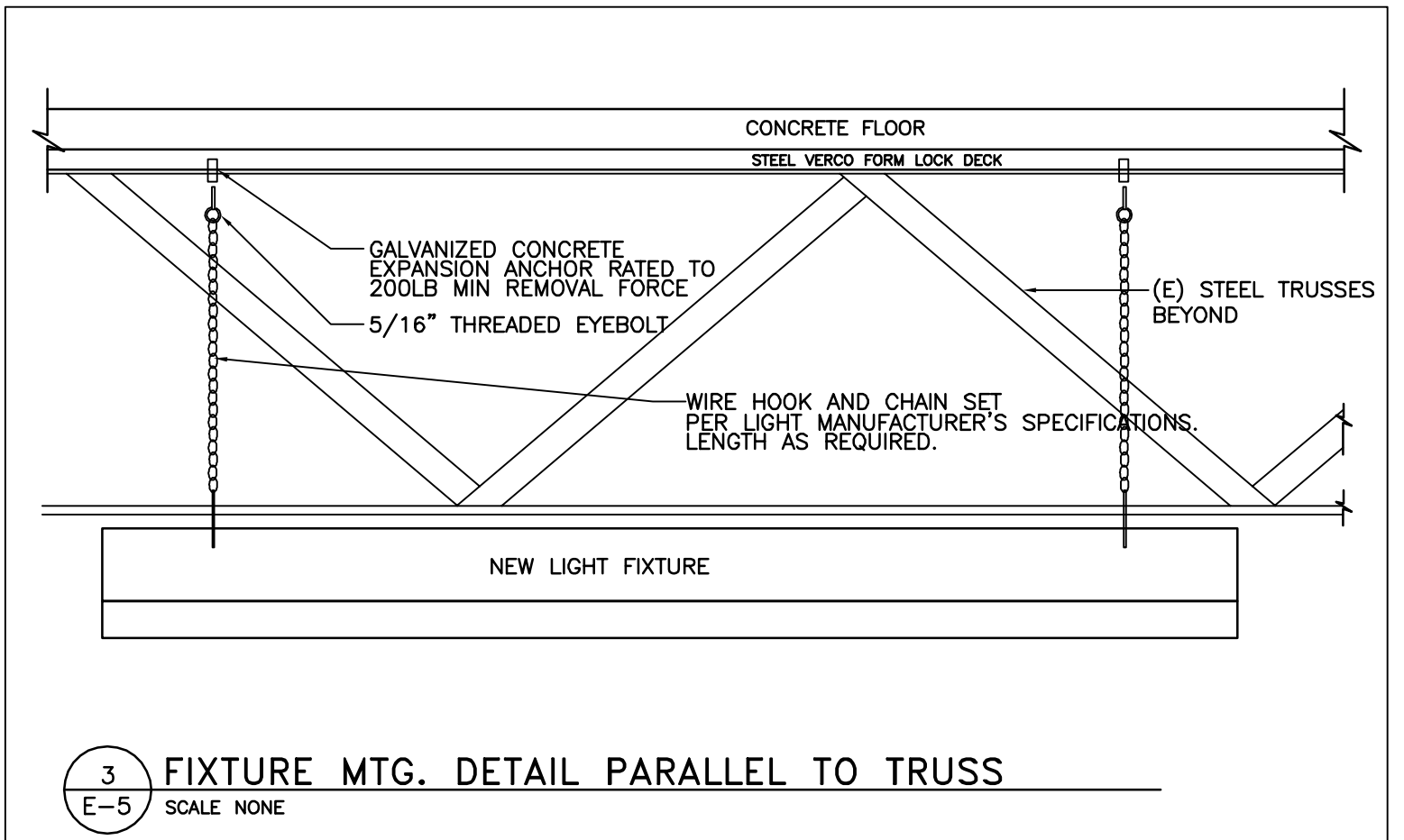
SHEET NO.:

E-4

FILE NAME.:



**1** FIRST FLOOR NEW LIHGTING PLAN  
 E-5 SCALE 1/8"=1'-0"



**GENERAL ELECTRICAL NOTES**

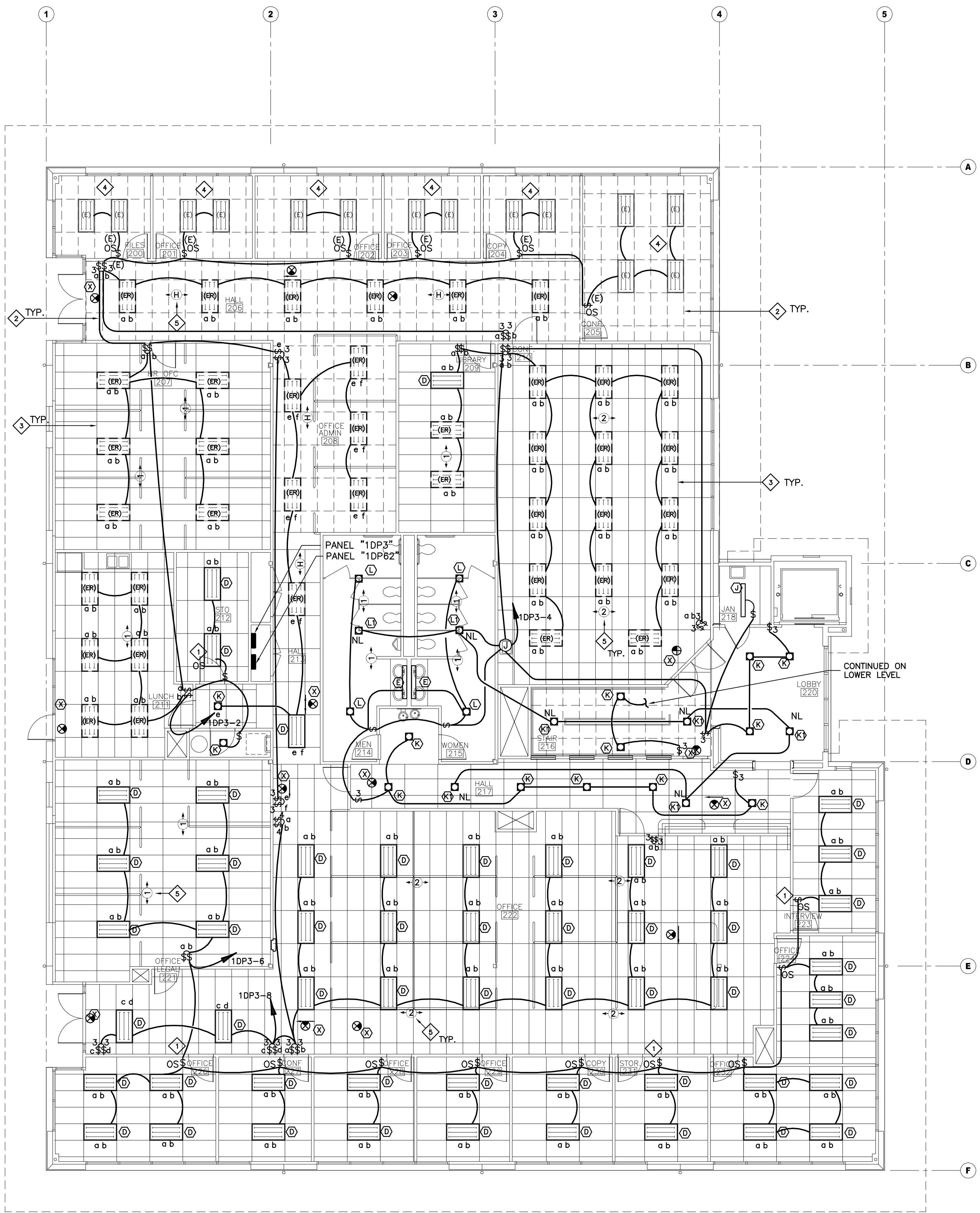
ALL LIGHT FIXTURES ARE NEW U.O.N  
 ALL EXIT LIGHT FIXTURES TO BE POWERED FROM A DEDICATED 120V CONSTANT HOT CIRCUIT LABELED AT THE PANEL.  
 SEE E-6 FOR FIXTURE SCHEDULE

**SHEET NOTES**

- 1 TYPICAL SMALL OFFICE WALL MOUNTED DUAL RELAY PIR OCCUPANCY SENSOR SWITCH.
- 2 THESE LIGHTS CONTROLLED BY TIME CLOCK WITH LOCAL OVERRIDE SWITCHES AND BI-LEVEL SWITCHES.
- 3 LOCAL OVERRIDE SWITCH, MECHANICAL WIND UP, 120 MINUTE MAX.
- 4 TYPICAL SMALL OFFICE WALL MOUNTED SINGLE RELAY PIR OCCUPANCY SENSOR SWITCH.
- 5 GRID SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL REFLECTED CEILING FOR EXACT GRID LOCATION.
- 6 REPLACE EXISTING SWITCH WITH NEW. DISABLE CONCURRENT SWITCHING OF EXHAUST FAN AND LIGHT.
- 7 MOTOR RATED SWITCH FOR CONCURRENT SWITCHING OF LIGHTS AND SUPPLY FANS.
- 8 FROM DEDICATED MACHINE ROOM LIGHT AND RECEPTACLE CIRCUIT. SEE E-3.

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**1 SECOND FLOOR NEW LIGHTING PLAN**  
E-6 SCALE 1/8"=1'-0"

| Fixture Schedule |   |                   |                  |         |                           |   |                      |   |     |
|------------------|---|-------------------|------------------|---------|---------------------------|---|----------------------|---|-----|
| Job:             | 8156  |                   |                  |         |                           |   |                      |   |     |
| Name:            | Santa Cruz Metropolitan Transit District  |                   |                  |         |                           |   |                      |   |     |
| Fixture ID       | Description   | Lamps Desc        | Lamp Color Deg K | Lamp CR | Manufacturer              | Part No.                                  | T-24 Input Watts/Fix | Accessories                                 | QTY |
| A                | 4 FLUOR. INDUSTRIAL   | (2) 32W T8        | 3500             | 75      | LITHONIA OR EQUAL         | L232 MMOLT GEB                            | 62                   | W/ REFLECTOR                                |     |
| A1               | 8 FLUOR. TANDEM INDUSTRIAL  | 2x (2) 32W T8     | 3500             | 75      | LITHONIA OR EQUAL         | TL232 MMOLT GEB                           | 114                  | W/ REFLECTOR                                |     |
| B                | 8 INDUSTRIAL TANDEM FLUORESCENT, 1-LAMP   | 2x (1) 54W HOTS   | 3500             | 85      | LITHONIA OR EQUAL         | TM35 1 54T9HD 3MR MMOLT GEB10P5 TLW MSSEP | 117                  | REFLECTOR, ENDPLATE & TANDEM WIRED          |     |
| B1               | 4 INDUSTRIAL FLUORESCENT, 1-LAMP  | (1) 54W HOTS      | 3500             | 85      | LITHONIA OR EQUAL         | M35 1 54T9HD 3MR MMOLT GEB10P5 MSSEP      | 62                   | W/ REFLECTOR AND ENDPLATE                   |     |
| C                | 8 INDUSTRIAL TANDEM FLUORESCENT STRIP, 2-LAMP   | 4x (2) 54W HOTS   | 3500             | 85      | LITHONIA OR EQUAL         | TM35 2 54T9HD 3MR MMOLT GEB10P5 MSSEP     | 234                  | W/ REFLECTOR AND ENDPLATE                   |     |
| D                | FLUOR. 2X4 LAY-IN 18 CELL PARABOLIC 3' DEEP CELL, SEMI-SPECULAR HAZE (LOW REFLECTANCE) LOUVER | (3) 32W T8 FLUOR. | 3500             | 75      | LITHONIA, COOPER OR EQUAL |   | 93                   | 18-CELL PARABOLIC, ELECT. MX 10% HD BALLAST |     |
| E                | FLUOR WALL BRACKET DMLT.  | (2) 32W T8 FL     | 3500             | 75      | NEORAY                    | 83DW2 T8 4 2 EB SI 579                    | 62                   | PARABOLIC LOUVER                            |     |
| F                | WALL MOUNTED AREA FLOOD LT.   | (1) 70W MH        |                  |         | LITHONIA OR EQUAL         | TFM 70M TA TB PE                          | 82                   | HORIZ SPREAD LENSE AND PHOTOCCELL           |     |
| G                | SURFACE MOUNTED WRAP  | (2) 32W T8 FL     | 3500             | 75      | LITHONIA OR EQUAL         | LB 2 32 MMOLT                             | 62                   | ELEC BALLAST                                |     |
| J                | FLUORESCENT 2-LAMP VAPOR PROOF STRIP  | (2) 32W T8 FL     | 3500             | 75      | LITHONIA OR EQUAL         | TD2 32 MMOLT GEB10S                       | 62                   | ELEC BALLAST                                |     |
| K                | RECESSED DOWN LIGHT   | (1) 29W CFL       | 3500             | 82      | LITHONIA OR EQUAL         | LP8F 28DIT MMOLT WLP TRW 802AZ            | 27                   | WHITE FLANGE CLEAR SPEC. REFLECTOR          |     |
| K1               | RECESSED DOWN LIGHT W/ BATT. BACKUP   | (1) 29W CFL       | 3500             | 82      | LITHONIA OR EQUAL         | LP8F 28DIT MMOLT EL WLP TRW 802AZ         | 27                   | WHITE FLANGE CLEAR SPEC. REFLECTOR          |     |
| L                | RECESSED DOWN LIGHT W/ LENSE WET LOCATION LISTED  | (1) 29W CFL       | 3500             | 82      | LITHONIA OR EQUAL         | LP8F 28DIT MMOLT WLP TRW 8L4              | 27                   | WHITE FLANGE CLEAR SPEC. REFLECTOR          |     |
| L1               | RECESSED DOWN LIGHT W/ LENSE WET LOCATION LISTED W/ BATT. BACKUP                              | (1) 29W CFL       | 3500             | 82      | LITHONIA OR EQUAL         | LP8F 28DIT MMOLT EL WLP TRW 8L4           | 27                   | WHITE FLANGE CLEAR SPEC. REFLECTOR          |     |
| M                | SURFACE MOUNTED WALL PACK   | (1) 175W MH       |                  |         | DAYBRITE OR EQUAL         | WLM 175 MMT LP                            | 265                  | DARK BRONZE POLY POWDERCOAT                 |     |
| XE               | EMERGENCY EGRESS LIGHT  | (2) 12W 6V/NC     |                  |         | LITHONIA OR EQUAL         | ELMG                                      |                      | 90 MIN BATTERY                              |     |
| X                | COMBO LED EXIT SIGN & EMERGENCY EGRESS LIGHT  | (2) 12W 6V/NC     |                  |         | LITHONIA OR EQUAL         | LHOMS W 1 G 120277                        |                      | 90 MIN BATTERY                              |     |

**GENERAL NOTES**

ALL LIGHT FIXTURES AND CONTROLS ARE NEW U.O.N  
EXISTING TO REMAIN AND EXISTING RELOCATED FIXTURES ARE OF TYPE D.  
COORDINATE ALL EXIT LIGHT LOCATIONS WITH ARCHITECT.  
ALL EXIT LIGHT FIXTURES TO BE POWERED FROM A DEDICATED 120V CONSTANT HOT CIRCUIT LABELED AT THE PANEL.  
ALL NEW AND EXISTING 2X4 LAY-IN FLUORESCENT FIXTURES SHALL HAVE CENTER LAMPS SWITCHED ON SEPERATE CIRCUIT.  
SEE 6/E-0.1 FOR OCCUPANCY SENSOR WIRING DIAGRAM.

**SHEET NOTES**

- 1 TYPICAL NEW SMALL OFFICE WALL MOUNTED DUAL RELAY PIR OCCUPANCY SENSOR SWITCH.
- 2 APPROXIMATE LOCATION OF EXISTING T-BAR GRID LOCATION.
- 3 NEW T-BAR GRID SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION.
- 4 NO LIGHTING CHANGES THESE ROOMS
- 5 TYPICAL CEILING MOUNTED OCCUPANCY SENSOR - SEE SYMBOLS LIST.

**SHEET INDEX**

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| E-6   | SECOND FLOOR NEW LIGHTING PLAN          |

| AIR DISTRIBUTION |                  |              |                              |
|------------------|------------------|--------------|------------------------------|
| MARK             | TYPE             | MAKE & MODEL | REMARKS                      |
| (E) CD-1         | CEILING DIFFUSER |              | PERFORATED FACE MODULAR CORE |
| (E) CD-2         | CEILING DIFFUSER |              | PERFORATED FACE              |
| (E) CD-3         | CEILING DIFFUSER |              | ROUND                        |
| (E) CD-4         | CEILING DIFFUSER |              | CURVED BLADE                 |
| CD-5             | CEILING DIFFUSER | TITUS MCD    | ① ③ T-BAR                    |
| CD-6             | CEILING DIFFUSER | TITUS MCD    | ② ③ HARD CEILING             |
| CD-7             | CEILING DIFFUSER | TITUS TMRA   | ROUND ADJUSTABLE             |
| EG-1             | EXHAUST GRILLE   | TITUS 50 F   | ② HARD CEILING               |
| (E) RG-1         | RETURN GRILLE    |              | PERFORATED FACE              |
| RG-2             | RETURN GRILLE    | TITUS 50 F   | ①                            |
| RG-3             | RETURN GRILLE    | TITUS 50 F   | ②                            |
| SG-1             | SUPPLY GRILLE    | TITUS 300 RL |                              |
| TG-1             | TRANSFER GRILLE  | TITUS 50 F   | ①                            |

- ① T-BAY LAY-IN TYPE. SEE DETAIL 1/MO.1
- ② HARD CEILING. SEE DETAIL 2/MO.1
- ③ SET DIFFUSER FOR 4 WAY BLOW PATTERN, UON

| HVAC LEGEND |         |                                    |         |                                  |
|-------------|---------|------------------------------------|---------|----------------------------------|
| SYMBOL      | ABBREV. | IDENTIFICATION                     | ABBREV. | IDENTIFICATION                   |
|             |         | AIR DUCT                           | FLR     | FLOOR                            |
|             | BD      | BALANCING DAMPER                   | FFM     | FEET PER MINUTE                  |
|             | CD      | CONTROL DAMPER                     | FT      | FEET                             |
|             |         | AIR FROM DEVICE                    | FT HD   | FEET HEAD                        |
|             |         | AIR TO DEVICE                      | FTR     | FLUE THRU ROOF                   |
|             |         | SECTION THROUGH SUPPLY             | GPM     | GALLONS PER MINUTE               |
|             |         | SECTION THROUGH RETURN             | GALV    | GALVANIZED                       |
|             |         | SECTION THROUGH EXHAUST            | HP      | HORSEPOWER                       |
|             |         | THERMOSTAT                         | HR      | HOUR                             |
|             |         | TEMPERATURE SENSOR                 | HZ      | HERTZ                            |
|             | X       | SPIN-IN EXTRACTOR/DAMPER           | ID      | INSIDE DIAMETER                  |
|             | F/D     | VERTICAL FIRE DAMPER               | IN      | INCH                             |
|             | F/D     | HORIZONTAL FIRE DAMPER             | KW      | KILOWATTS                        |
|             | F/SD    | VERTICAL FIRE/SMOKE DAMPER         | LBS     | POUNDS                           |
|             | F/SD    | HORIZONTAL FIRE/SMOKE DAMPER       | LRA     | LOCKED ROTOR AMPS                |
|             | SW      | SWITCH                             | MAX     | MAXIMUM                          |
|             | P.O.C.  | POINT OF CONNECTION                | MBH     | 1000 BTU PER HOUR                |
|             | &       | AND                                | MCA     | MINIMUM CIRCUIT AMPS             |
|             | @       | MECHANICAL                         | MECH    |                                  |
|             | F       | DEGREES FAHRENHEIT                 | MFR     | MANUFACTURER                     |
|             | AC      | AIR CONDITIONER                    | MIN     | MINIMUM                          |
|             | AFF     | ABOVE FINISH FLOOR                 | MOCP    | MAXIMUM OVERCURRENT PROTECTION   |
|             | AFUE    | ANNUAL FUEL UTILIZATION EFFICIENCY | (N)     | NEW                              |
|             | AL      | ACOUSTICALLY LINED                 | NIC     | NOT IN CONTRACT                  |
|             | AMP     | AMPERE                             | NTS     | NOT TO SCALE                     |
|             | APPROX  | APPROXIMATE                        | OA      | OUTSIDE AIR                      |
|             | ARCH    | ARCHITECT/ARCHITECTURAL            | OBD     | OPPOSED BLADE DAMPER             |
|             | BDD     | BACKDRAFT DAMPER                   | OC      | ON CENTER                        |
|             | BHP     | BRAKE HORSEPOWER                   | OD      | OUTSIDE DIAMETER                 |
|             | BLDG    | BUILDING                           | PH      | PHASE                            |
|             | BTUH    | BRITISH THERMAL UNITS PER HOUR     | PSI     | POUNDS PER SQUARE INCH           |
|             | CA      | COMBUSTION AIR                     | QTY     | QUANTITY                         |
|             | CFM     | CUBIC FEET PER MINUTE              | RA      | RETURN AIR                       |
|             | CLG     | CEILING                            | REQD    | REQUIRED                         |
|             | CONC    | CONCRETE                           | REQS    | REQUIREMENTS                     |
|             | CONT    | CONTINUED, CONTINUATION            | RLA     | RATED/RUNNING LOAD AMPS          |
|             | COOL    | COOLING                            | RM      | ROOM                             |
|             | COORD   | COORDINATE                         | RPM     | REVOLUTIONS PER MINUTE           |
|             | COP     | COEFFICIENT OF PERFORMANCE         | SA      | SUPPLY AIR                       |
|             | DB      | DRY BULB                           | SC      | SENSIBLE COOLING                 |
|             | DN      | DOWN                               | SEER    | SEASONAL ENERGY EFFICIENCY RATIO |
|             | DWGS    | DRAWINGS                           | SP      | STATIC PRESSURE                  |
|             | (E)     | EXISTING                           | STD     | STANDARD                         |
|             | EA      | EXHAUST AIR                        | TEMP    | TEMPERATURE                      |
|             | EAT     | ENTERING AIR TEMPERATURE           | TSP     | TOTAL STATIC PRESSURE            |
|             | EER     | ENERGY EFFICIENCY RATIO            | TYP     | TYPICAL                          |
|             | EF      | EXHAUST FAN                        | UL      | UNDERWRITER'S LABORATORIES       |
|             | ELEC    | ELECTRICAL                         | UON     | UNLESS OTHERWISE NOTED           |
|             | EMBT    | EMBEDMENT                          | V       | VOLT                             |
|             | EQUIP   | EQUIPMENT                          | W/      | WITH                             |
|             | ESP     | EXTERNAL STATIC PRESSURE           | WB      | WET BULB                         |
|             | FLA     | FULL LOAD AMPS                     | WC      | WATER COLUMN                     |
|             |         |                                    | WT      | WEIGHT                           |

| AIR CONDITIONERS |          |    |          |          |      |      |     |         |       |       |      |      |        |          |      |                      |         |
|------------------|----------|----|----------|----------|------|------|-----|---------|-------|-------|------|------|--------|----------|------|----------------------|---------|
| MARK             | COOL MBH |    | HEAT MBH |          | CFM  | ESP  | OA  | FAN RPM | MOTOR |       | UNIT |      | WT LBS | EER SEER | AFUE | MAKE & MODEL         | REMARKS |
|                  | TC       | SC | IN       | OUT      |      |      |     |         | HP    | V/PH  | MCA  | MFRS |        |          |      |                      |         |
| (E) AC-1         | 36.0     | -  | 78.0     | 62.4     | 1200 | -    | -   | -       | 1.5   | 460/3 | 11.0 | 15   | 802    | 10 SEER  | -    | LENNOX LGA036SS2G    |         |
| (E) AC-2         | 47.8     | -  | 78.0     | 62.4     | 1600 | .5"  | 250 | -       | 1.5   | 460/3 | -    | 20   | 900    | 10 EER   | -    | LENNOX LGC048S2B5T6  | ⑦       |
| (E) AC-3         | 72.7     | -  | 125.0    | 100      | 2400 | .5"  | 575 | -       | 2     | 460/3 | -    | 20   | -      | 9 EER    | -    | LENNOX LGC072S2B5H1G | ⑥ ⑦     |
| AC-4             | 35.8     | -  | 60.0     | 48.0     | 1200 | 1"   | 200 | 993     | 1     | 460/3 | 10.1 | 15   | 700    | 13 SEER  | 80   | TRANE YSC036E4R0L    | ② ⑤ ⑦   |
| AC-5             | 60.0     | -  | 60.0     | 48.0     | 1950 | 1"   | 300 | 1185    | 1     | 460/3 | 15.5 | 25   | 800    | 13 SEER  | 80   | TRANE YSC060E4R0L    | ② ⑤ ⑦   |
| AC-6             | 148.0    | -  | 150.0    | 122/81.0 | 5000 | 1.3" | 425 | 1091    | 5     | 460/3 | 35   | 40   | 1900   | 11 EER   | 81   | TRANE YCH150E4LB     | ① ④ ⑥ ⑧ |
| AC-7             | 96.6     | -  | 120.0    | 97.2     | 3400 | 1"   | 500 | 944     | 2     | 460/3 | 21.9 | 25   | 1200   | 11.2 EER | 81   | TRANE YSC102E4R0L    | ③ ⑤ ⑥ ⑦ |
| AC-8             | 60.0     | -  | 60.0     | 48.0     | 1950 | 1"   | 650 | 993     | 1     | 460/3 | 15.5 | 25   | 800    | 13 EER   | 80   | TRANE YSC060E4R0L    | ② ⑤ ⑦   |

- ① PROVIDE THE FOLLOWING FEATURES FOR THE TRANE VOYAGER UNIT: STD EFFICIENCY, HORIZONTAL AIRFLOW, 0-100% DRY BULB ECONOMIZER W/ POWERED EXHAUST BY CANFAB. PROVIDE FACTORY INSTALLED TRANE OPTIONS MODULE TO ALLOW INTERLOCKING POWERED EXHAUST FAN WITH MODULATING ECONOMIZER FUNCTION. POWERED EXHAUST FAN SHALL SWITCH ON RISE ABOVE 80% (ADJUSTABLE) ECONOMIZER MODE.
- ② PROVIDE THE FOLLOWING FEATURES FOR THE TRANE PRECEDENT UNIT: STD EFFICIENCY, CONVERTIBLE, RELIABLE MICROPROCESSOR, MOTORIZED OA DAMPER 0-50% BELT DRIVE.
- ③ PROVIDE THE FOLLOWING FEATURES FOR THE TRANE PRECEDENT UNIT: STD EFFICIENCY, CONVERTIBLE, RELIABLE MICROPROCESSOR, 0-100% DRY BULB ECONOMIZER W/ POWERED EXHAUST BY CANFAB AND BELT DRIVE. PROVIDE FACTORY INSTALLED TRANE OPTIONS MODULE TO ALLOW INTERLOCKING POWERED EXHAUST FAN WITH MODULATING ECONOMIZER FUNCTION. POWERED EXHAUST FAN SHALL SWITCH ON RISE ABOVE 80% (ADJUSTABLE) ECONOMIZER MODE.
- ④ PROVIDE SEISMIC VIBRATION ISOLATION CURB BY CANFAB WITH 14" BASE CURB HEIGHT AND 24" FINISH HEIGHT. SUBMIT FOR ENGINEER REVIEW SEISMIC CALCULATIONS STAMPED AND SIGNED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF CALIFORNIA FOR CURB AND PACKAGED UNIT ANCHORAGE TO CURB. SEE DETAIL 7/M6.1 FOR MOUNTING.
- ⑤ PROVIDE 14" FACTORY ROOF CURB. SEE DETAIL 5/M6.1 FOR MOUNTING.
- ⑥ PROVIDE SMOKE DETECTOR IN SUPPLY DUCT. WIRE TO SHUT DOWN UNIT ON DETECTION OF SMOKE.
- ⑦ PROVIDE DIGITAL 7-DAY PROGRAMMABLE THERMOSTAT.
- ⑧ PROVIDE COMPLETE TRANE VARITRAC SYSTEM FOR ZONING INDICATED ON FLOOR PLAN. INSTALL PER MFR REQUIREMENTS. PROVIDE A COMPLETE SYSTEM INCLUDING BUT NOT LIMITED TO THE FOLLOWING: DDC ZONE SENSOR WITH LCD, VARITRAC CENTRAL CONTROL PANEL WITH DISPLAY. SET MIN. AIRFLOW FOR EACH ZONE DAMPER TO 30% OF MAX. AIRFLOW.

| SPLIT SYSTEM AIR CONDITIONERS |          |      |          |      |     |       |       |          |          |          |           |          |           |        |                     |             |
|-------------------------------|----------|------|----------|------|-----|-------|-------|----------|----------|----------|-----------|----------|-----------|--------|---------------------|-------------|
| MARK                          | COOL MBH |      | HEAT MBH | CFM  | ESP | HP    | V/PH  | UNIT FLA | MFRS     | AMPS     | WT LBS    | EER SEER | LINE SIZE |        | MAKE & MODEL        | REMARKS     |
|                               | TC       | SC   |          |      |     |       |       |          |          |          |           |          | GAS       | LIQ    |                     |             |
| CU-1                          |          |      | -        | -    | .5  | 208/3 | 22.1  | 45       | 26.9 WSA | 351      | 11.3 EER  | -        | -         | -      | LIEBERT PFC067A     | ① ④         |
| EY-1                          | 58.7     | 51.8 | -        | 2500 | .7" | 2     | 208/3 | 43.4     | 60       | 54.0 WSA | 498       | -        | 1 1/8"    | 1 1/2" | LIEBERT MMD60E-CHEH | ① ③ ④       |
| CU-2                          |          |      | -        | -    | .5  | 208/3 | 22.1  | 45       | 26.9 WSA | 351      | 11.3 EER  | -        | -         | -      | LIEBERT PFC067A     | ① ④         |
| EY-2                          | 58.7     | 51.8 | -        | 2500 | .7" | 2     | 208/3 | 43.4     | 60       | 54.0 WSA | 498       | -        | 1 1/8"    | 1 1/2" | LIEBERT MMD60E-CHEH | ① ③ ④       |
| CU-3                          | 23.4     | 16.6 | 22.4     | -    | -   | 208/1 | -     | 20       | 12 MCA   | 200      | 11.0/13.0 | -        | -         | -      | TRANE 4TWB3024A1    | ② HEAT PUMP |
| EY-3                          |          |      | -        | 800  | .4" | 1/4   | 208/1 | 1.7      | -        | -        | 115       | -        | 5/8"      | 5/16"  | TRANE 4TECF24B1     | ② ③         |

- ① PROVIDE LIBERT AC-8 CONTROLLER WITH TEMPERATURE SENSOR. PROVIDE UNIT WITH ELECTRIC REHEAT, HUMIDIFICATION, SMOKE DETECTOR, 4" FILTER BOX, 30% FILTERS, THERMOSTAT, OVER FLOW CONDENSATE PAN LIQUID SENSOR, R-22 REFRIGERANT. SEE DETAILS 6/M6.1 & 1/M6.2 FOR MOUNTING.
- ② PROVIDE R-410A REFRIGERANT AND DIGITAL 7 DAY PROGRAMMABLE THERMOSTAT. SEE DETAILS 6/M6.1 & 2/M6.2 FOR MOUNTING.
- ③ PROVIDE WATER TIGHT SHEET METAL CONDENSATE OVERFLOW PAN TO EXTEND MIN. 6" BEYOND ALL SIDES OF UNIT.
- ④ EY-1 AND EY-2 FANS SHALL BE STAGED UNDER NORMAL POWER CONDITIONS SO THAT SECOND UNIT COMES ON AS LOAD INCREASES. LOCK OUT LAG UNIT WHEN ON GENERATOR POWER.

| FANS |                          |                    |      |      |                    |          |       |         |        |                     |                  |
|------|--------------------------|--------------------|------|------|--------------------|----------|-------|---------|--------|---------------------|------------------|
| MARK | AREA SERVED              | LOCATION           | CFM  | ESP  | SONES OR TIP SPEED | MOTOR    |       | FAN RPM | WT LBS | MAKE & MODEL        | REMARKS          |
|      |                          |                    |      |      |                    | HP       | V/PH  |         |        |                     |                  |
| EF-1 | AC-6                     | AC-6               | 4000 | .5"  | 73 DB @ 250 HZ     | 3        | 460/3 | 752     | 425    | CANFAB 810B-HPE     | ①                |
| EF-2 | AC-7                     | AC-7               | 2500 | .4"  | 74 DB @ 250 HZ     | 2        | 460/3 | 758     | 325    | CANFAB 8104-HPE     | ①                |
| EF-3 | SECOND FLOOR TOILETS/    | ROOF               | 800  | .75" | 7.4                | 1/4      | 120/1 | 1478    | 80     | GREENHECK GB-101-4  | ⑤ ⑥              |
| EF-4 | FIRST FLOOR TOILETS/JAN. | ROOF               | 480  | .75" | 8.2                | 1/4      | 120/1 | 1360    | 80     | GREENHECK GB-091-4  | ④ ⑥              |
| EF-5 | STORAGE 101&102          | ROOF               | 225  | .75" | 9.0                | 1/6      | 120/1 | 1643    | 80     | GREENHECK GB-071-6  | ⑥ RUN CONTINUOUS |
| EF-6 | SECOND FLOOR JAN         | SECOND FLOOR JAN   | 80   | .5"  | 9.0                | 48 WATTS | 120/1 | 775     | 21     | GREENHECK CSP-A200  | ② ④              |
| EF-7 | ELEV. MACHINE ROOM       | ELEV. MACHINE ROOM | 500  | .5"  | 8.3                | 1/4      | 120/1 | 1738    | 80     | GREENHECK BCF-106-4 | ② ③              |
| SF-1 | SERVER ROOM              | FILE STORAGE       | 125  | .75" | 11.6               | 1/4      | 277/1 | 1601    | 80     | GREENHECK BSQ-70-4  | ⑦                |
| SF-2 | FILE STORAGE             | FILE STORAGE       | 125  | .75" | 11.6               | 1/4      | 277/1 | 1601    | 80     | GREENHECK BSQ-70-4  | ⑦                |


- ① PROVIDE BACK DRAFT DAMPER. INTERLOCK WITH AIR CONDITIONERS MODULATING ECONOMIZER FUNCTION TO SWITCH ON RISE ABOVE 80% ECONOMIZER MODE. PROVIDE SHEAVE CHANGE TO ADJUSTABLE SHEAVES AS NECESSARY. SEE DETAIL 3/M6.1 FOR MOUNTING.
- ② PROVIDE FACTORY SPEED CONTROL AND BACKDRAFT DAMPER.
- ③ INTERLOCK WITH THERMOSTAT.
- ④ PROVIDE TIMECLOCK.
- ⑤ INTERLOCK WITH AC-7.
- ⑥ PROVIDE FACTOR CURB, GRAVITY BACKDRAFT DAMPER. SEE DETAIL 8/M6.1 FOR MOUNTING.
- ⑦ PROVIDE GRAVITY BACKDRAFT DAMPER, 2" FILTER BOX AND 30% FILTERS. SEE ELECTRICAL PLANS FOR INTERLOCK WITH LIGHT SWITCH.

- ### GENERAL NOTES
- THIS PROJECT IS A REMODEL. THE PLANS AND SPECIFICATIONS INDICATE THE GENERAL EXTENT OF THE WORK BASED ON OWNER PROVIDED RECORD DRAWINGS AND LIMITED FIELD VERIFICATION. CONTRACTOR SHALL VISIT SITE, VERIFY EXISTING CONDITIONS, AND REPORT ANY DISCREPANCIES NOTED TO THE ARCHITECT PRIOR TO SUBMITTING A BID. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION AND RECONNECTION OF MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS NECESSARY TO ACCOMPLISH THE WORK WHETHER OR NOT SPECIFIED AND/OR INDICATED.
  - NO ASBESTOS ABATEMENT IS PART OF THIS PROJECT. ANY REQUIRED ASBESTOS ABATEMENT WORK WILL BE PROVIDED BY THE OWNER. AREAS SUSPECTED OF ASBESTOS CONTAMINATION WHICH INTERFERE WITH WORK UNDER THIS PROJECT SHALL BE IDENTIFIED DURING THE EARLY PHASES IN ORDER TO PROVIDE FOR TIMELY DISPOSITION. NO DELAYS IN CONSTRUCTION SCHEDULE WILL BE ALLOWED DUE TO IMPROPER COORDINATION.
  - MECHANICAL CONTRACTOR SHALL NOTIFY GENERAL CONTRACTOR TO REPAIR WALL, FLOOR, AND CEILING SURFACES AS REQUIRED DUE TO DEMOLITION OR INSTALLATION WORK.
  - REMOVE ALL ABANDONED PIPING, EQUIPMENT, AND FIXTURES INTERFERING WITH NEW WORK WHETHER NEW WORK IS ARCHITECTURAL, STRUCTURAL, MECHANICAL, OR ELECTRICAL.
  - CUTTING OR CORING OF STRUCTURAL MEMBERS OR FOOTINGS IS PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF THE STRUCTURAL ENGINEER AND THE ARCHITECT.
  - WORK INVOLVES REFRIGERANT SYSTEMS AND COMPONENTS USING CHLORO-FLUORO CARBON (CFC) AND/OR HALOGENATED CHLORO-FLUORO CARBON (HCFC). WITH THE POTENTIAL FOR RELEASE OF THESE PRODUCTS TO THE ATMOSPHERE, CONTRACTOR IS TO PROVIDE ALL NECESSARY EQUIPMENT, FITTINGS AND CONTAINERS NECESSARY TO RECOVER, REPROCESS OR RECYCLE ALL REFRIGERANTS IN CONFORMANCE WITH THE CLEAN AIR ACT AMENDMENT OF 1990. PERSONNEL CONDUCTING THE PROCESSES SHALL BE CERTIFIED PER THE ABOVE REGULATIONS.
  - CONTRACTOR SHALL VERIFY THAT THE ELECTRICAL CONNECTIONS TO THE UNITS, INCLUDING CIRCUIT PROTECTION, CONFORM TO UNIT LABELS AND MANUFACTURER'S DIRECTIONS. WHERE WIRE SIZES SHOWN ON DRAWING EXCEED MANUFACTURER'S RECOMMENDATIONS, THE DRAWINGS SHALL GOVERN. ALL WIRING SHALL BE PER THE NATIONAL ELECTRICAL CODE.
  - ALL CONTROL WIRING SHALL BE IN CONDUIT. CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE MECHANICAL CONTRACTOR.
  - LINE VOLTAGE WIRING AND CONDUIT FOR EACH CONTROL DAMPER SHALL BE BY ELECTRICAL CONTRACTOR.
  - COORDINATE EXACT REGISTER LAYOUT WITH LIGHTS.
  - PROVIDE STEEL DUCTS ABOVE RATED CEILING AND MINIMUM 18" BEYOND RATED WALLS.
  - SUPPORT DUCTS TIGHT BELOW STRUCTURE WHEREVER POSSIBLE.
  - PROVIDE ACOUSTICAL LINING IN ALL DUCTS WITHIN 15 FEET OF UNITS. PROVIDE FLEXIBLE CONNECTION ON INLET AND OUTLET DUCT CONNECTIONS.
  - FOR ROOF PENETRATIONS WITHOUT CURBS, PROVIDE WEATHERPROOF FLASHING PER SMACNA ARCHITECTURAL SHEET METAL MANUAL AND DRAWING NOTES.
  - ALL TRANSITIONS IN DUCTWORK SHALL BE MADE AT 15 DEGREES MAXIMUM EACH FACE UNLESS OTHERWISE NOTED OR SPECIFICALLY APPROVED.
  - ALL DUCTWORK IS CONCEALED UNLESS OTHERWISE NOTED.
  - PROVIDE AND INSTALL HARD DRAWN REFRIGERANT PIPING FOR ALL NEW AND FUTURE AIR CONDITIONING SYSTEMS. SHOW ON SHOP DRAWINGS.
  - FIRE SMOKE DAMPERS SHALL BE INSTALLED STRICTLY IN ACCORDANCE WITH THEIR UNDERWRITERS LABORATORY LISTINGS. PROVIDE A FULL COPY OF THE UL LISTING AND INSTALLATION INSTRUCTIONS FOR REVIEW. MAINTAIN A COPY OF THE UL LISTING ON SITE FOR BUILDING DEPARTMENT USE. SEE DETAIL 9/M6.1 FOR INSTALLATION.
  - LABEL ALL PIECES OF EQUIPMENT WITH MARK MATCHING SCHEDULE OR EQUIPMENT LIST WITH ENGRAVED PLASTIC LABELS WITH MINIMUM 1/4" HIGH LETTERS. LABELS EXPOSED TO WEATHER SHALL BE ENGRAVED BRASS.
  - PRIME AND PAINT ALL EXPOSED DUCTWORK PER ARCHITECTURAL SPECIFICATIONS.
  - PROVIDE SMOKE DETECTORS PER UNIFORM MECHANICAL CODE 608.
  - COORDINATE WITH ELECTRICAL ON REQUIRED POWER OUTLETS AND LIGHT SWITCHES NEAR MECHANICAL EQUIPMENT.
  - ALL DUCT MOUNTED SMOKE DETECTORS SHALL BE ADDRESSABLE TYPE AND COMPATIBLE WITH FIRE ALARM SYSTEM. DUCT SMOKE DETECTORS SHALL BE PROVIDED, INSTALLED AND WIRED BY FIRE PROTECTION CONTROLS CONTRACTOR. ENTIRE SYSTEM SHALL COMPLY WITH THE UNIFORM MECHANICAL CODE, THE UNIFORM FIRE CODE, AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
  - PROVIDE DUCT TRANSITION TO MATCH EQUIPMENT CONNECTION SIZES. PROVIDE MIN. STRAIGHT DUCT LENGTH PER SMACNA AND MFR REQ'S.
  - CONTRACTOR SHALL CLEAN ALL REMAINING DUCT TO BE CONNECTED TO E-1, DUCTWORK SHALL BE CLEANED ACCORDING TO THE ASSESSMENT, CLEANING AND RESTORATION OF HVAC SYSTEMS STANDARD, 2006 EDITION, BY NADCA.
  - CONTRACTOR SHALL REPAIR ALL (E) INTERIOR AND (E) EXTERIOR PENETRATIONS WHERE HVAC COMPONENTS ARE REMOVED. (E) INTERIOR AND (E) EXTERIOR SURFACES SHALL BE REPAIRED AND SEALED TO MATCH EXISTING.
  - PROVIDE FLEX CONNECTION ON INLET AND OUTLET DUCT CONNECTIONS TO HVAC EQUIPMENT
  - PROVIDE POWER SUPPLIES FOR HVAC CONTROLS. COORDINATE POWER SUPPLY REQUIREMENTS WITH THE ELECTRICAL CONTRACTOR.
  - SEAL ALL DUCT PENETRATIONS THROUGH ACOUSTIC WALLS AND FLOORS. SEE ARCH DWGS. FOR ACOUSTIC WALL OR FLOOR LOCATIONS. SEE DETAIL 10/M6.1 FOR REQUIREMENTS.

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| GAS FIRED EQUIPMENT |          |     |      |         |          |        |      |              |         |     |                               |     |
|---------------------|----------|-----|------|---------|----------|--------|------|--------------|---------|-----|-------------------------------|-----|
| MARK                | HEAT MBH |     | CFM  | FAN RPM | MOTOR HP | WT LBS | AFUE | MAKE & MODEL | REMARKS |     |                               |     |
|                     | IN       | OUT |      |         |          |        |      |              | ESP     | OA  |                               |     |
| E-1                 | 350      | 280 | 6000 | 1"      | 1200     | 882    | 5    | 460/3        | 1800    | 80% | MODINE HDG350SMRLN20F21TKGG00 | ① ② |

- ① PROVIDE WITH THE FOLLOWING FEATURES: BOTTOM SUPPLY AND RETURN AIR, HORIZONTAL OUTSIDE AIR INTAKE, OA & RA DAMPERS WITH MODULATING DRY BULB ECONOMIZER, RA INLET WITH BIRD SCREEN, 24" ROOF INSULATED CURB, TWO STAGE FIRE, 2"-30% FILTERS, MOTOR BLOWER VIBRATION ISOLATION, AIR FLOW PROVING SWITCH. SEE DETAIL 5/M6.1 FOR MOUNTING.
- ② PROVIDE DIGITAL 7-DAY PROGRAMMABLE 2-STAGE THERMOSTAT.



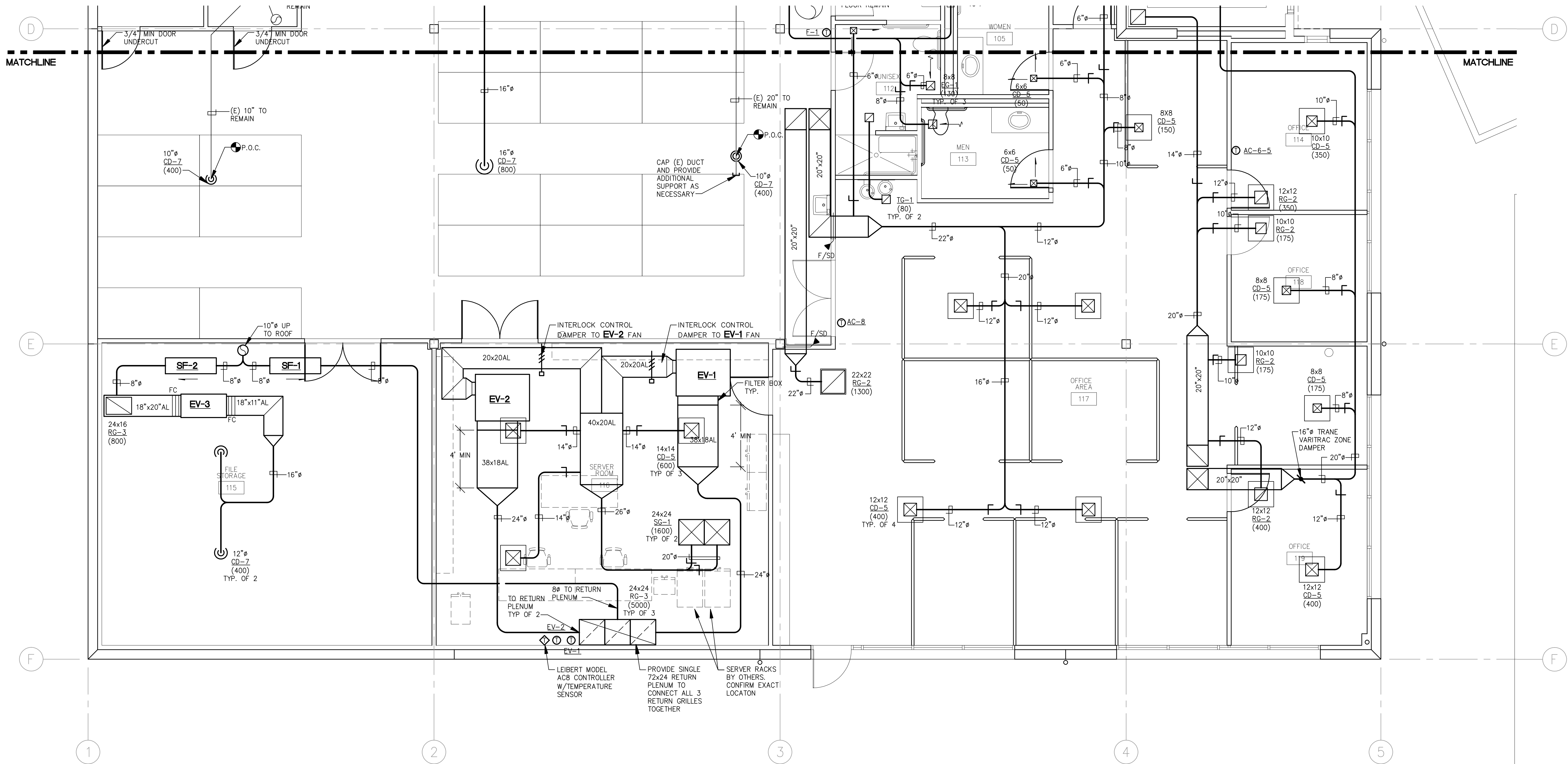
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ARCHITECTS LLP

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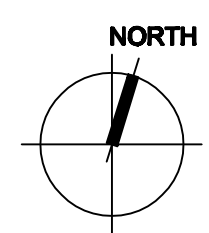
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110 VERNON ST.  
SANTA CRUZ, CA 95060

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**FIRST FLOOR PARTIAL PLAN, SOUTH MECHANICAL**

SCALE: 1/4" = 1'-0"



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**110 VERNON ST. REMODEL**

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| <b>PLOT DATE:</b>  | 2/10/09 |
| <b>DRAWN BY:</b>   | CADD    |
| <b>CHECKED BY:</b> | JTM     |
| <b>SET ISSUED:</b> |         |
| <b>Bid Set</b>     | 2/10/09 |

**SHEET NAME:**  
 FIRST FLOOR PARTIAL PLAN,  
 SOUTH -  
 MECHANICAL

**SHEET NO.:**

**M2.1**

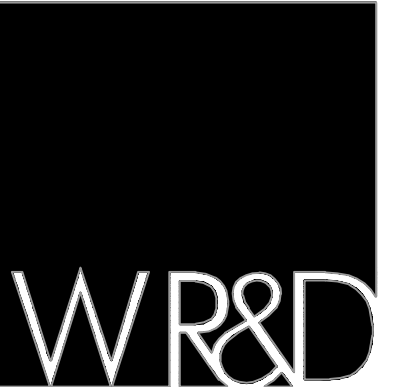
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Drawing: H:\Proj\2009\20090225\_0501D\_110\_Vernon\_01.dwg  
 February 12, 2009, 10:26:22 AM  
 Author: MAST-BECKMAN, IVM-HANLON, MAST-BECKMAN  
 Drawing: H:\Proj\2009\20090225\_0501D\_110\_Vernon\_01.dwg



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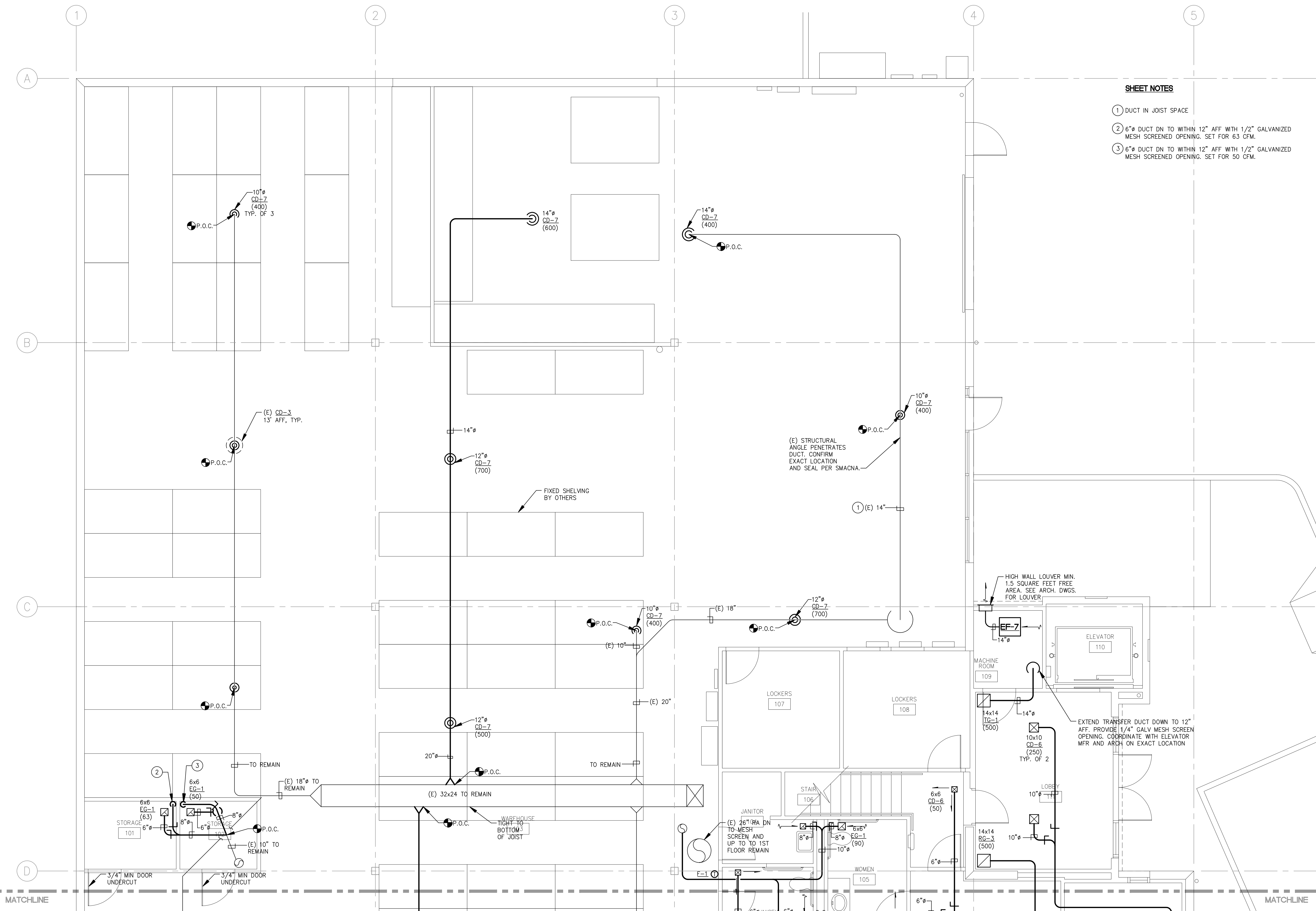
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**SHEET NOTES**

- ① DUCT IN JOIST SPACE
- ② 6" Ø DUCT DN TO WITHIN 12" AFF WITH 1/2" GALVANIZED MESH SCREENED OPENING. SET FOR 63 CFM.
- ③ 6" Ø DUCT DN TO WITHIN 12" AFF WITH 1/2" GALVANIZED MESH SCREENED OPENING. SET FOR 50 CFM.



**110 VERNON ST. REMODEL**

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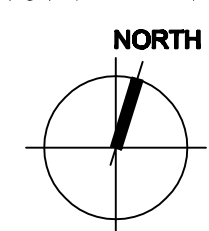
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 FIRST FLOOR  
 PARTIAL PLAN,  
 NORTH  
 MECHANICAL

**SHEET NO.:**

**M2.2**

**FILE NAME:**

**FIRST FLOOR PARTIAL PLAN, NORTH MECHANICAL**  
 SCALE: 1/4" = 1'-0"



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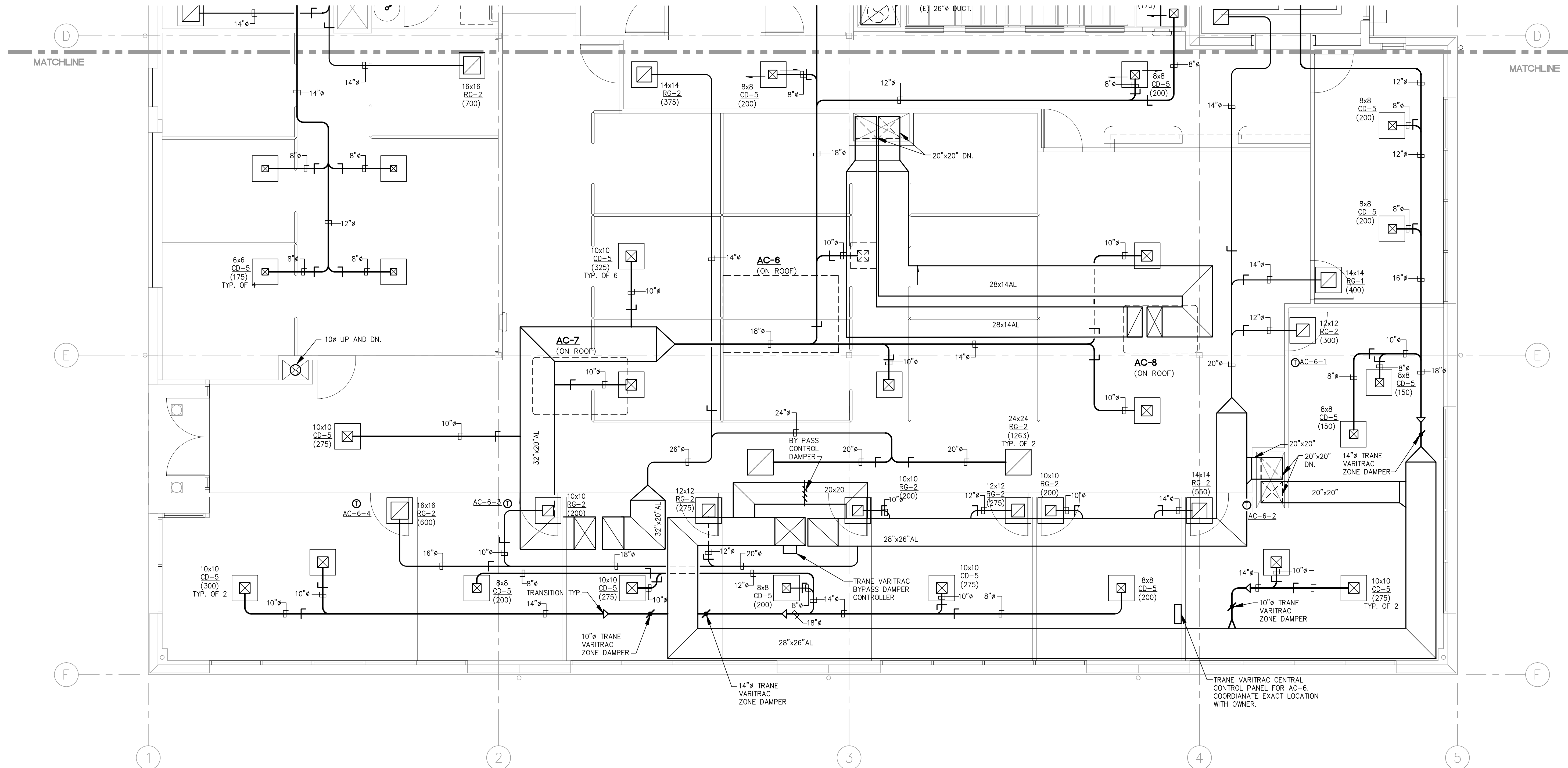
2340 GARDEN ROAD, SUITE 100  
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FAX: 831.948.3880

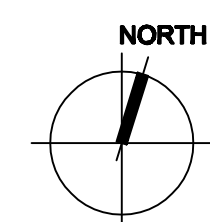
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**SECOND FLOOR PARTIAL PLAN, SOUTH MECHANICAL**

SCALE: 1/4" = 1'-0"



**110 VERNON ST. REMODEL**

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SANTA CRUZ, CA 95060

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SHEET NAME:  
**SECOND FLOOR PARTIAL PLAN, SOUTH - MECHANICAL**

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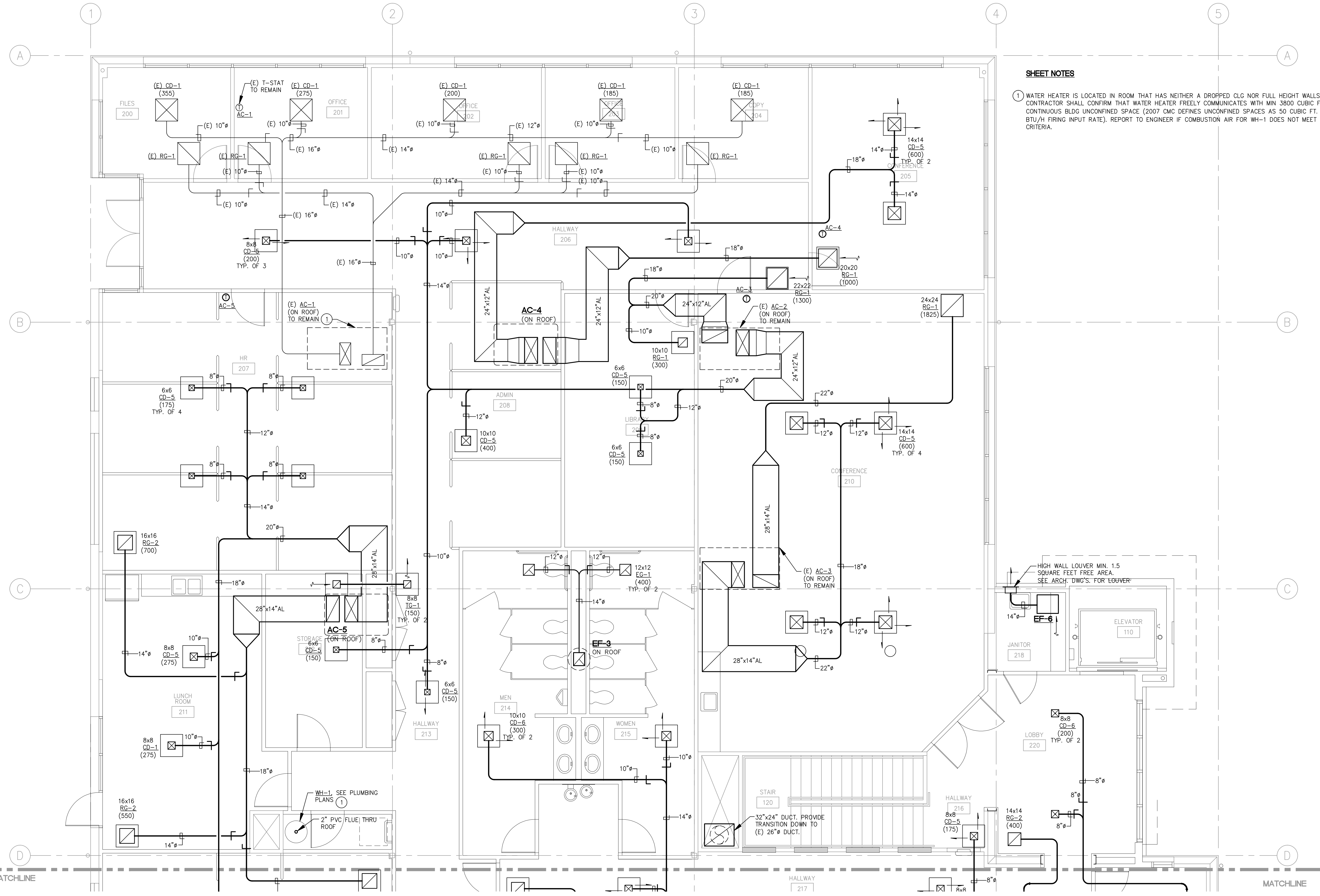


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**M2.3**

FILE NAME:

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 Author: M.A.Z.-MUNIR, M.A.S.E.-PROJ.DWG. M.A.S.E.-PROJ.DWG.



**SHEET NOTES**

1 WATER HEATER IS LOCATED IN ROOM THAT HAS NEITHER A DROPPED CLG NOR FULL HEIGHT WALLS. CONTRACTOR SHALL CONFIRM THAT WATER HEATER FREELY COMMUNICATES WITH MIN 3800 CUBIC FT. OF CONTINUOUS BLDG UNCONFINED SPACE (2007 CMC DEFINES UNCONFINED SPACES AS 50 CUBIC FT. PER 1,000 BTU/H FIRING INPUT RATE). REPORT TO ENGINEER IF COMBUSTION AIR FOR WH-1 DOES NOT MEET THIS CRITERIA.



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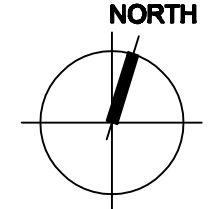
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| <b>PRINT DATE:</b> | 2/10/09 |
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| <b>SET ISSUED:</b> |         |
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**SECOND FLOOR PARTIAL PLAN, NORTH MECHANICAL**

SCALE: 1/4" = 1'-0"



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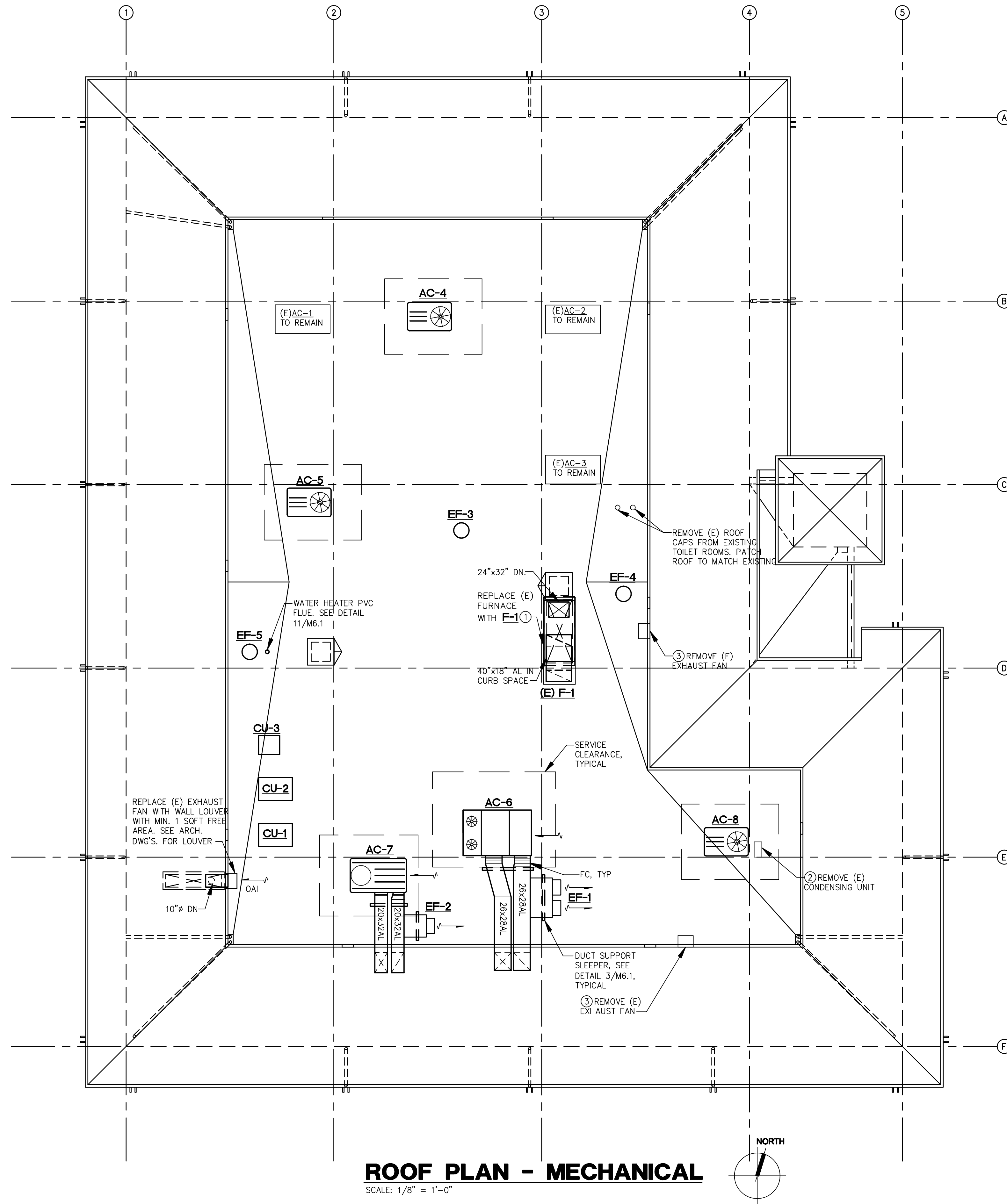


AE Project #: 20080225 4605 West Walnut Street, Suite, California 95073-2446

**M2.4**

**FILE NAME:**

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 February 12, 2009 11:00:26 a.m.  
 Author: ROOF-MAN.DWG, ROOF-MECH.DWG, M25-ROOF.DWG



**SHEET NOTES:**

- ① REMOVE (E) FURNACE ASSEMBLY AND CURB.
- ② REMOVE (E) CONDENSING UNIT, CONTROL WIRING, REFRIGERANT PIPING AND SLEEPERS. PATCH ROOF TO MATCH EXISTING.
- ③ REMOVE (E) EXHAUST FAN AND ALL ASSOCIATED EXHAUST DUCT. PATCH WALL TO MATCH EXISTING

**GENERAL NOTE:**

1. SEE STRUCTURAL DRAWINGS FOR EXACT ROOF TOP EQUIPMENT PLACEMENT.



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**110 VERNON ST. REMODEL**

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 08192

**PRINT DATE:**

**PLOT DATE:** 2/10/09

**DRAWN BY:** CADD

**CHECKED BY:** JTM

**GET ISSUED:**

**Bid Set:** 2/10/09

**SHEET NAME:**

**ROOF PLAN - MECHANICAL**

**SHEET NO.:**

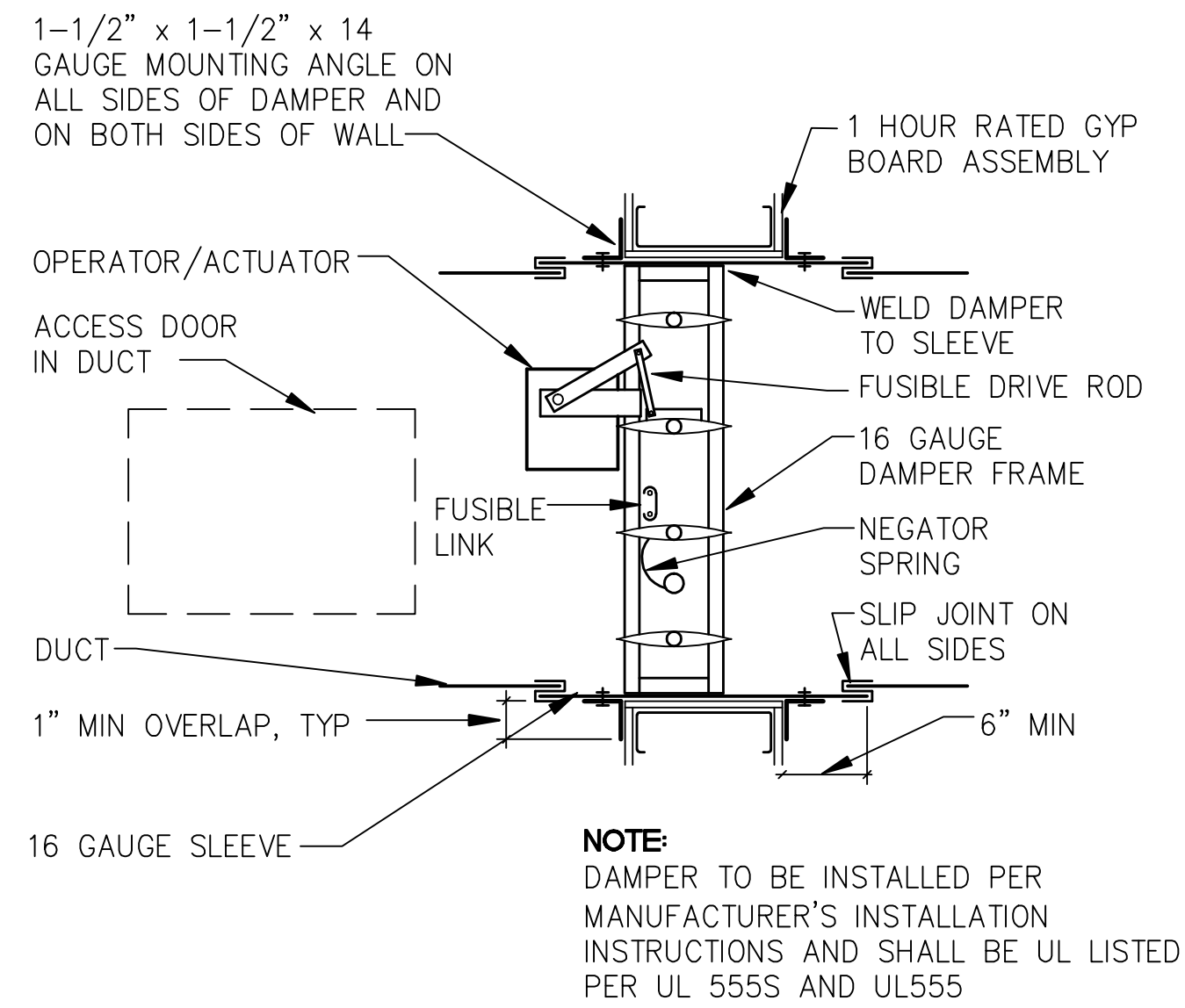
**M2.5**

**FILE NAME:**

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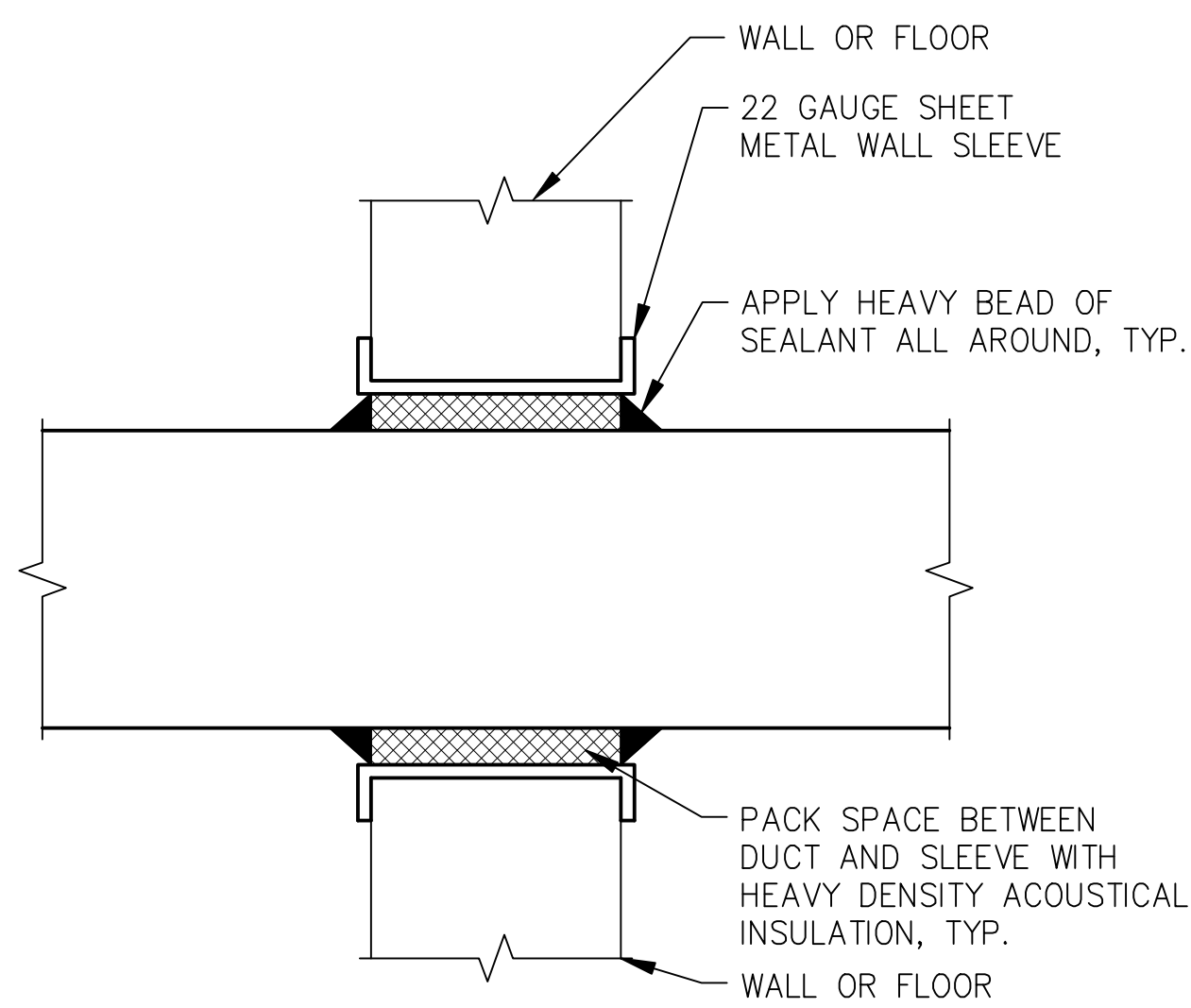


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 Soquel, California 95073-2446  
 AE Project #: 20080225



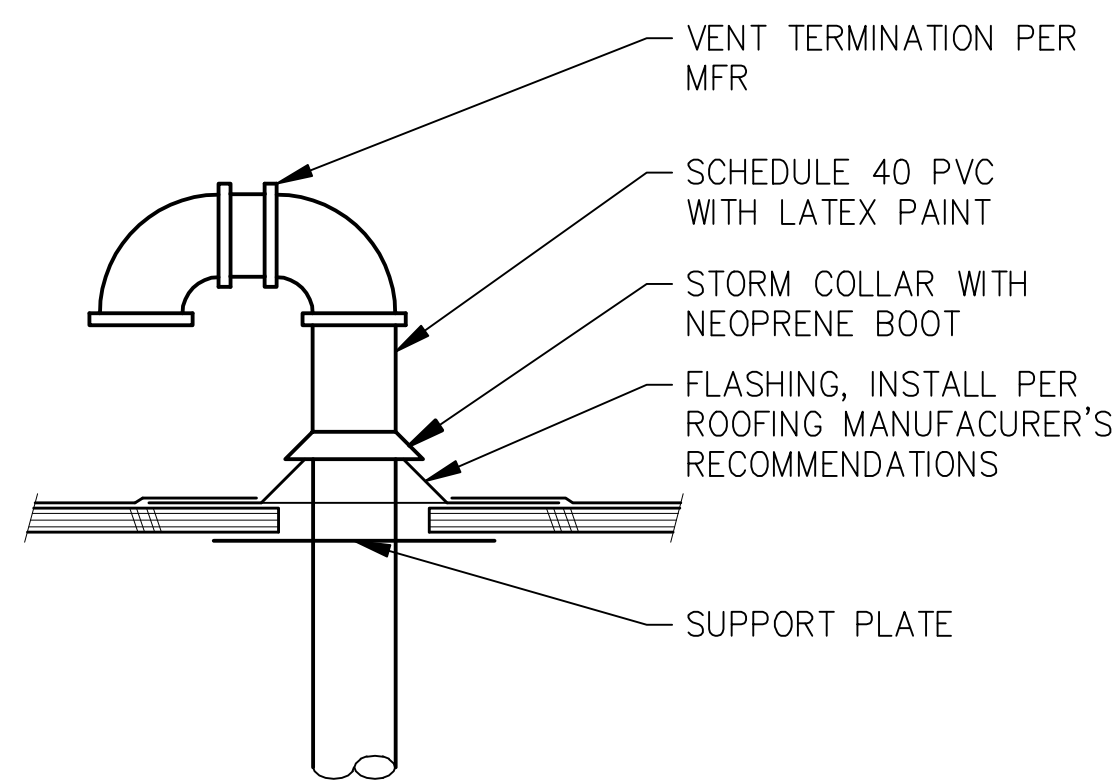
**9 SMOKE/FIRE DAMPER**

M6.1 NO SCALE



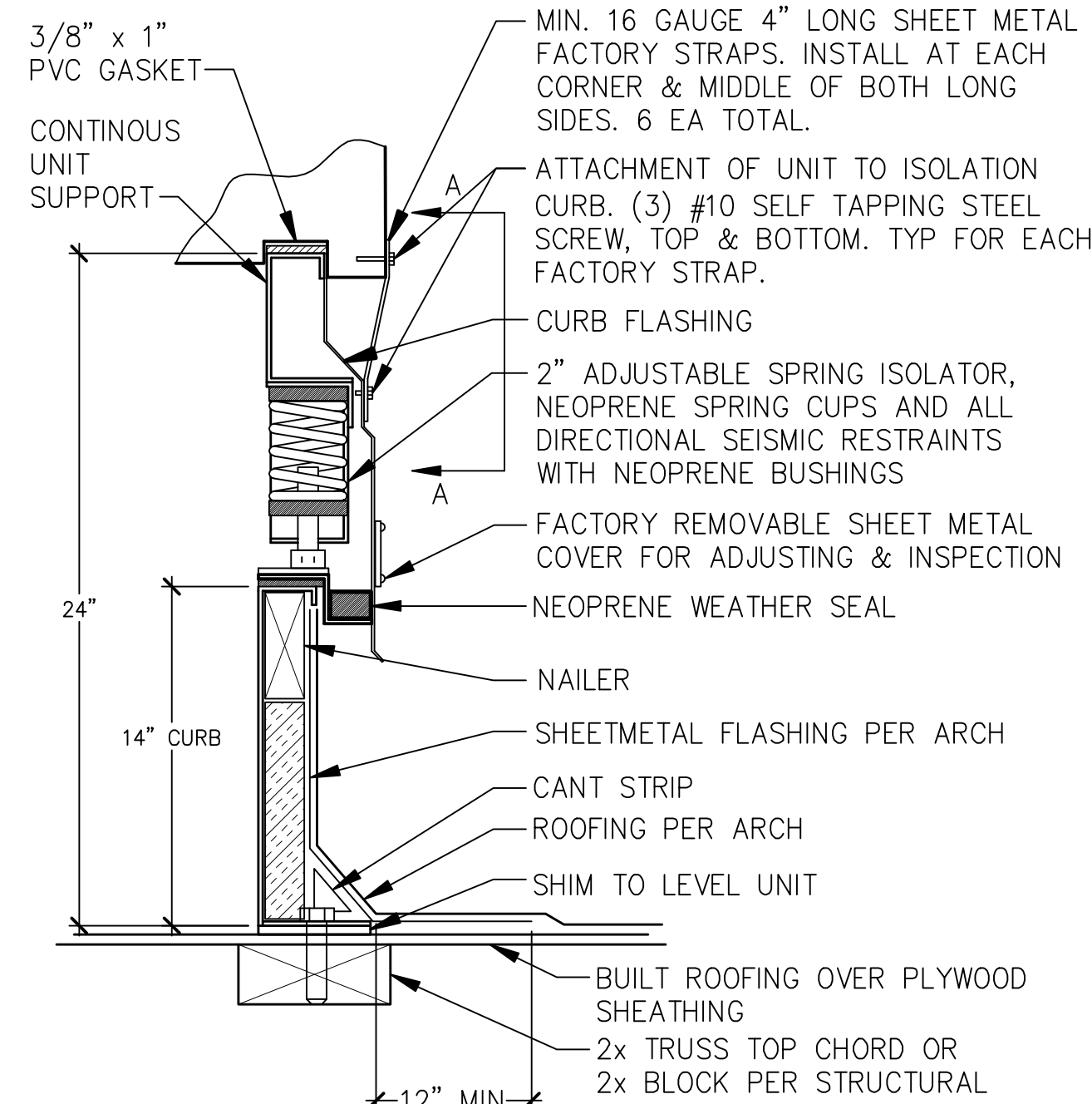
**10 DUCT PENETRATION THROUGH ACOUSTIC WALL OR FLOOR**

M6.1 NO SCALE



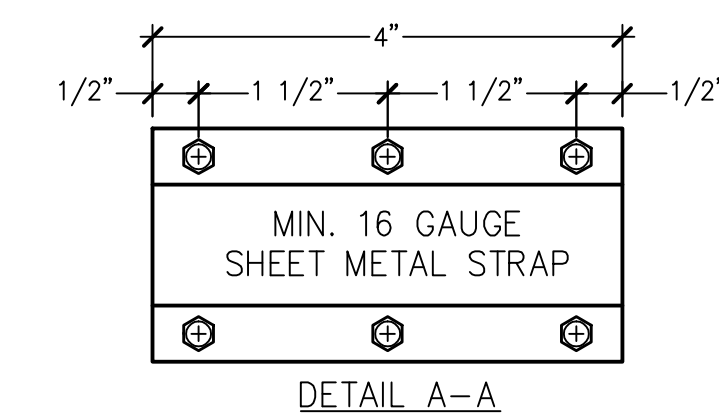
**11 WH VENT THROUGH ROOF**

M6.1 NO SCALE



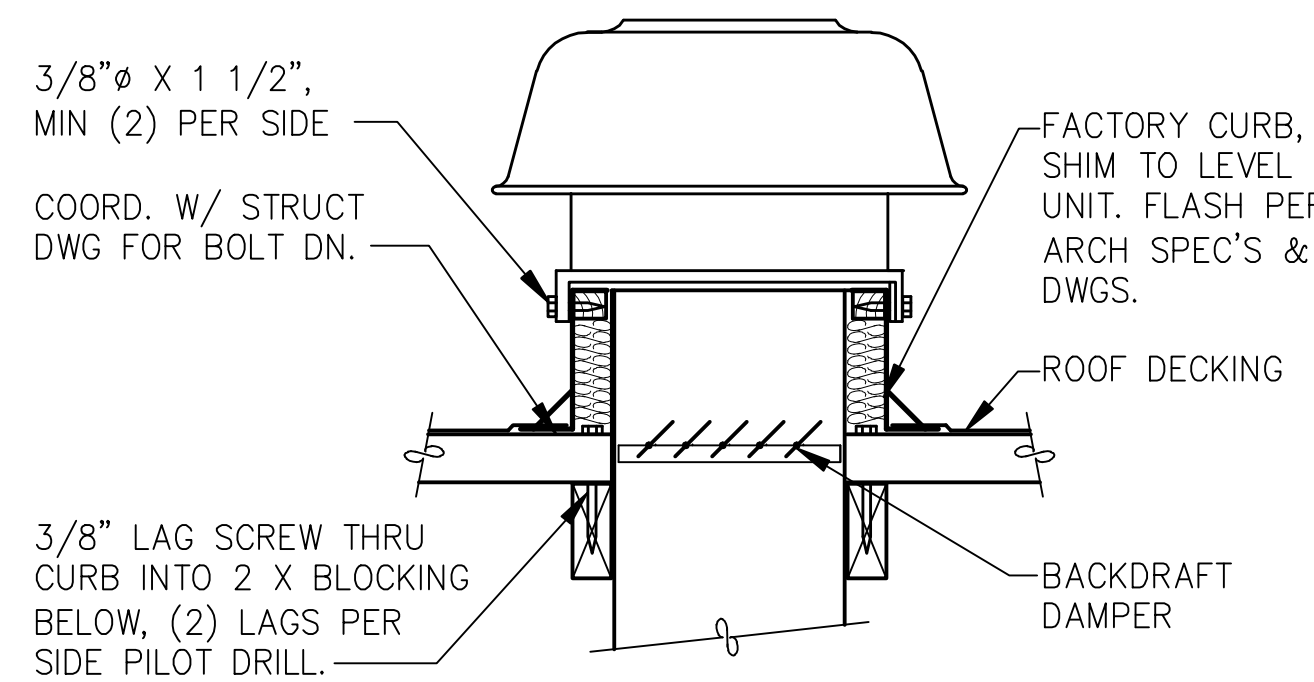
**4 SLEEPER**

M6.1 NO SCALE



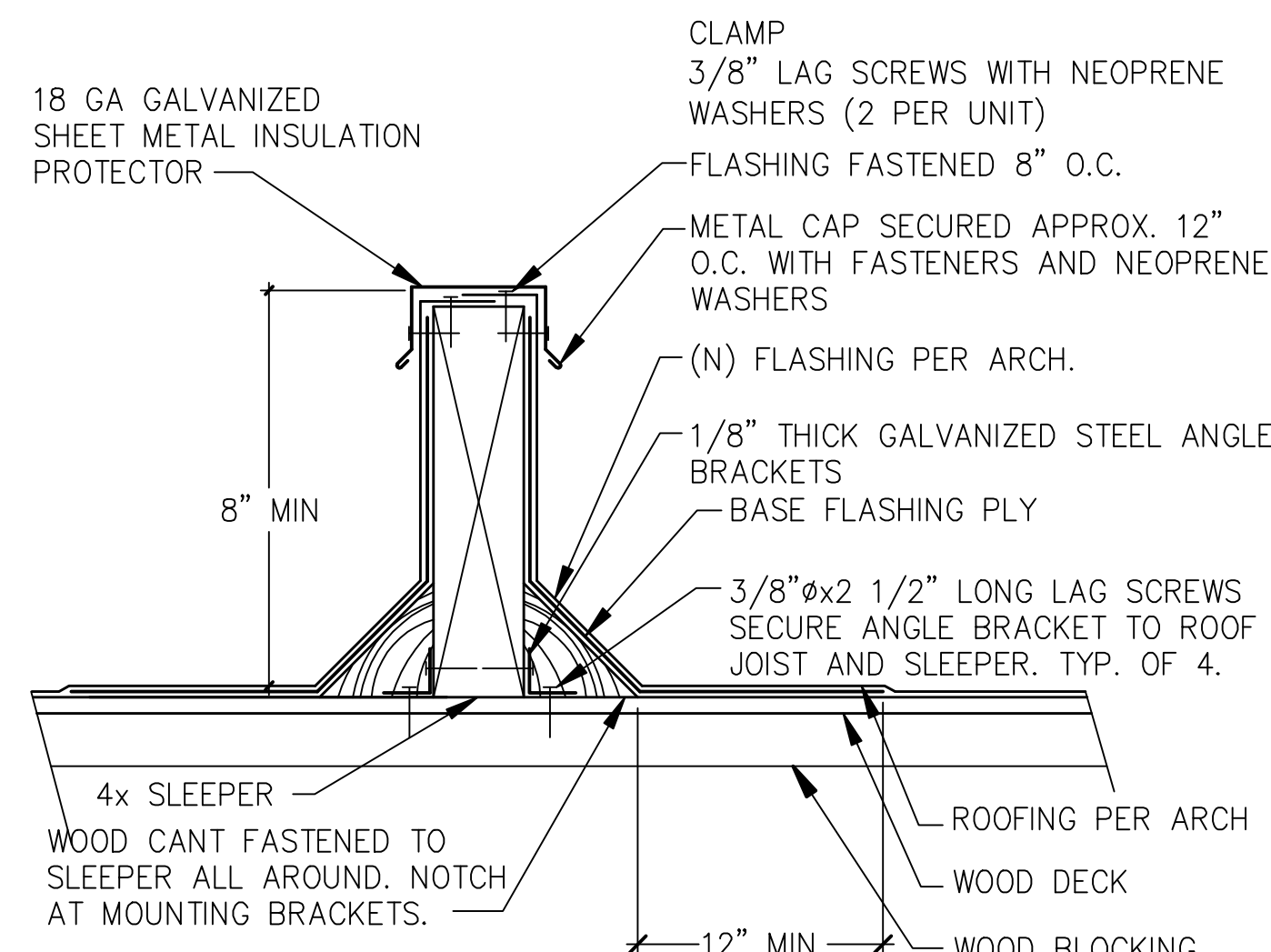
**7 AIR CONDITIONING MOUNTING**

M6.1 NO SCALE (FOR AC UNITS WITH SPRING ISOLATED CURBS ONLY)



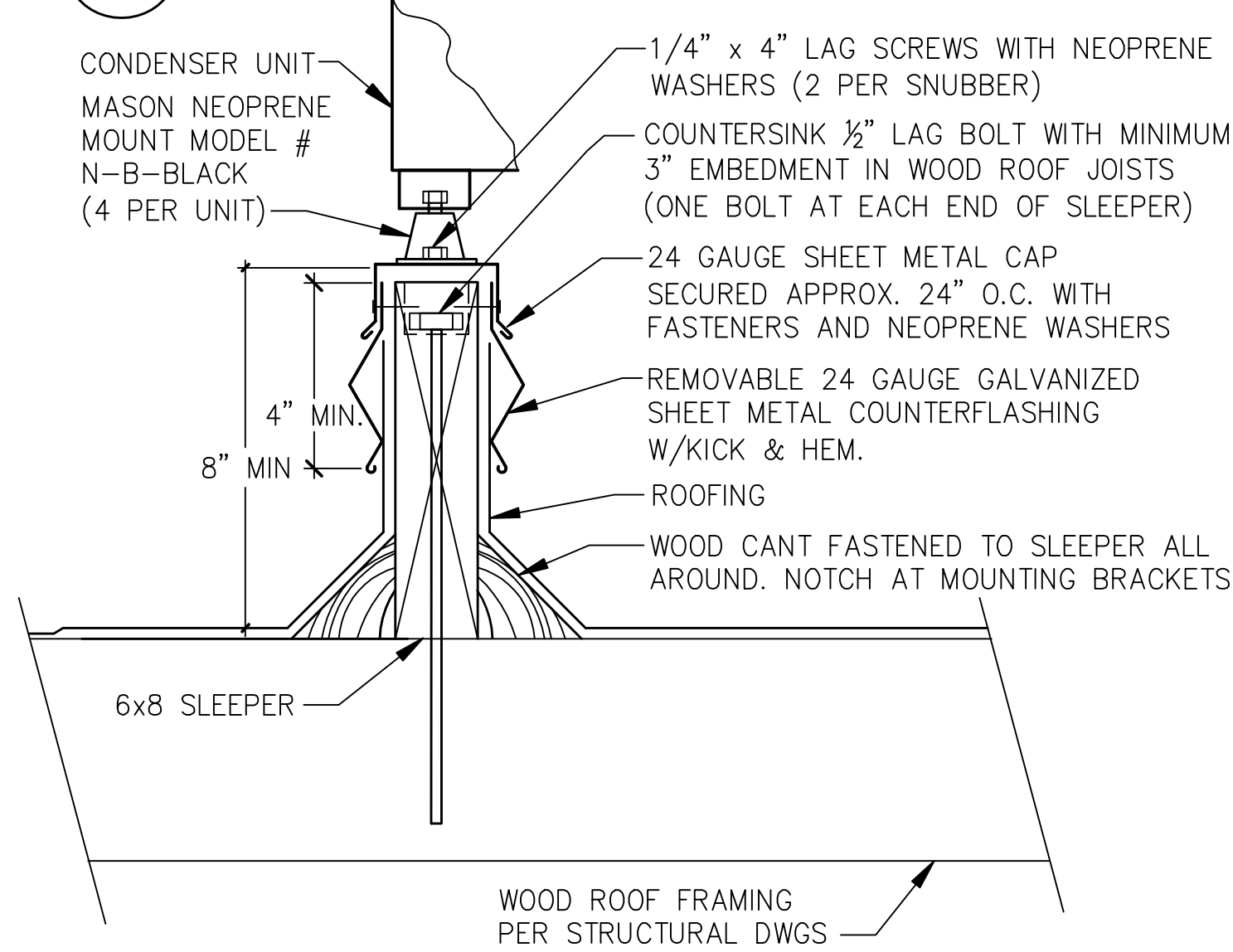
**8 EXHAUST FAN MOUNTING**

M6.1 NO SCALE



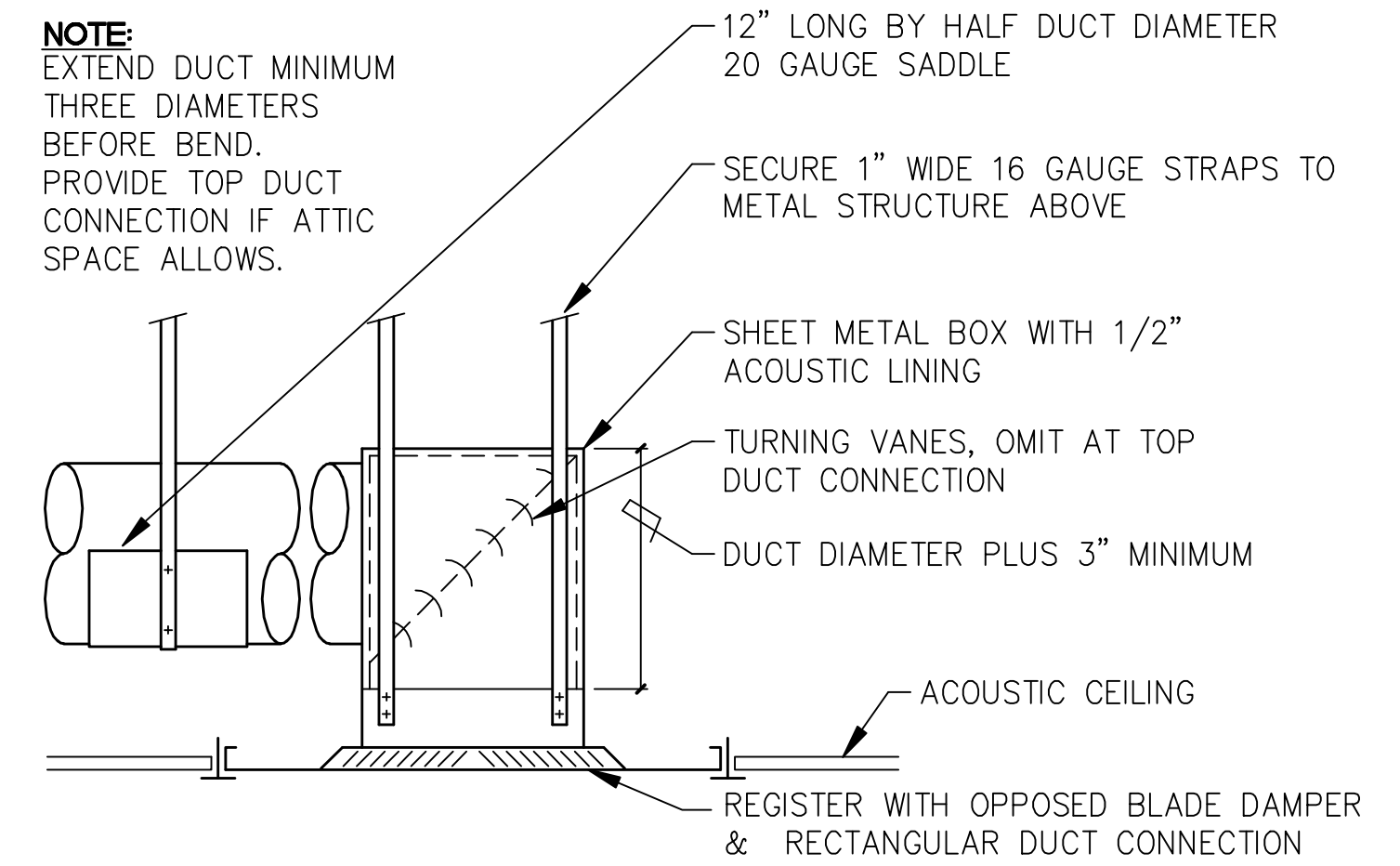
**5 FACTORY CURB AC MOUNTING**

M6.1 NO SCALE



**6 CONDENSING UNIT SLEEPER MOUNTING**

M6.1 NO SCALE

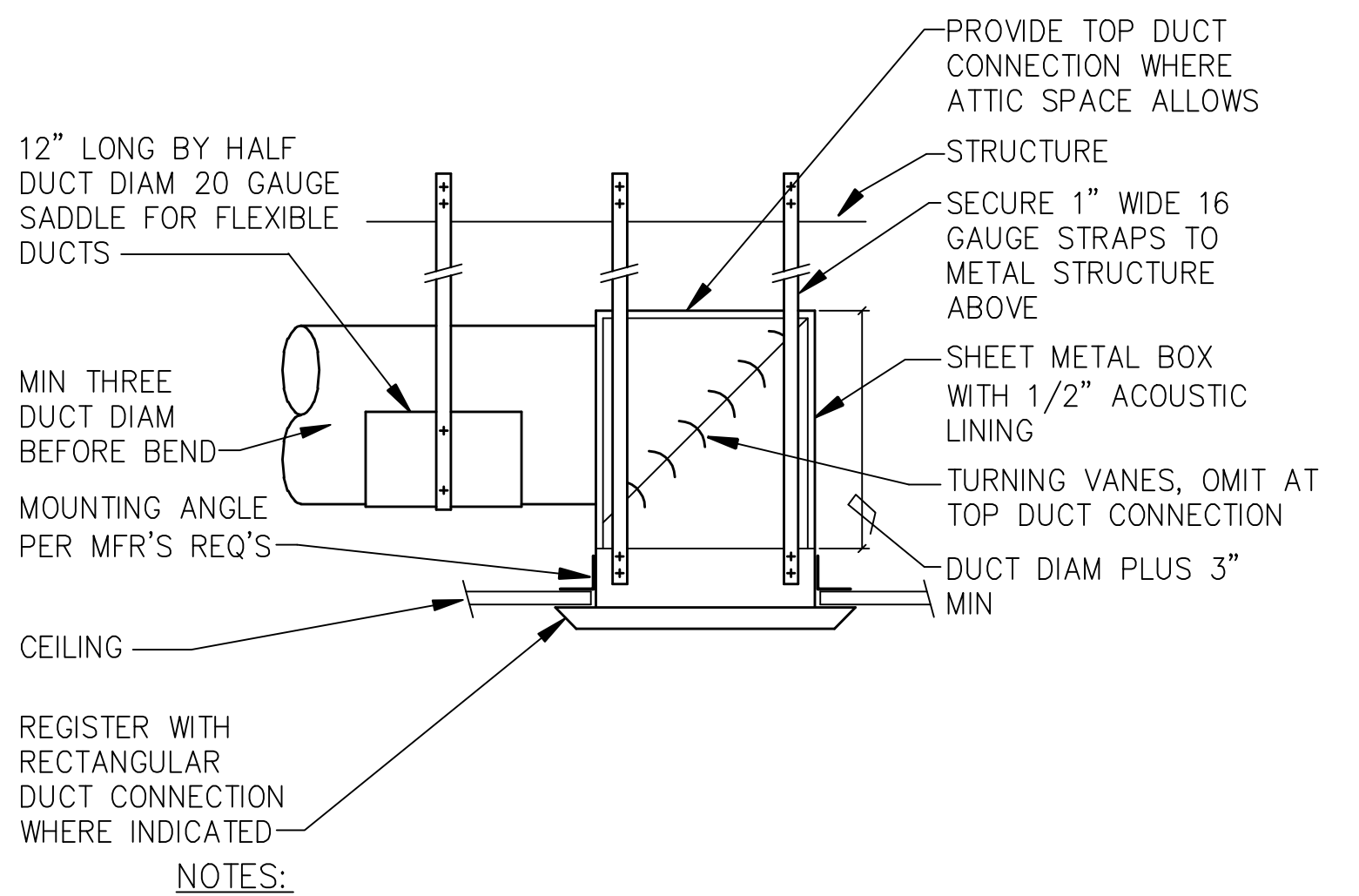


NOTES:

1. RETURN/EXHAUST/TRANSFER GRILLES SIMILAR WITHOUT TURNING VANES.

**1 DIFFUSER MOUNTING - T-BAR CEILING**

M6.1 NO SCALE

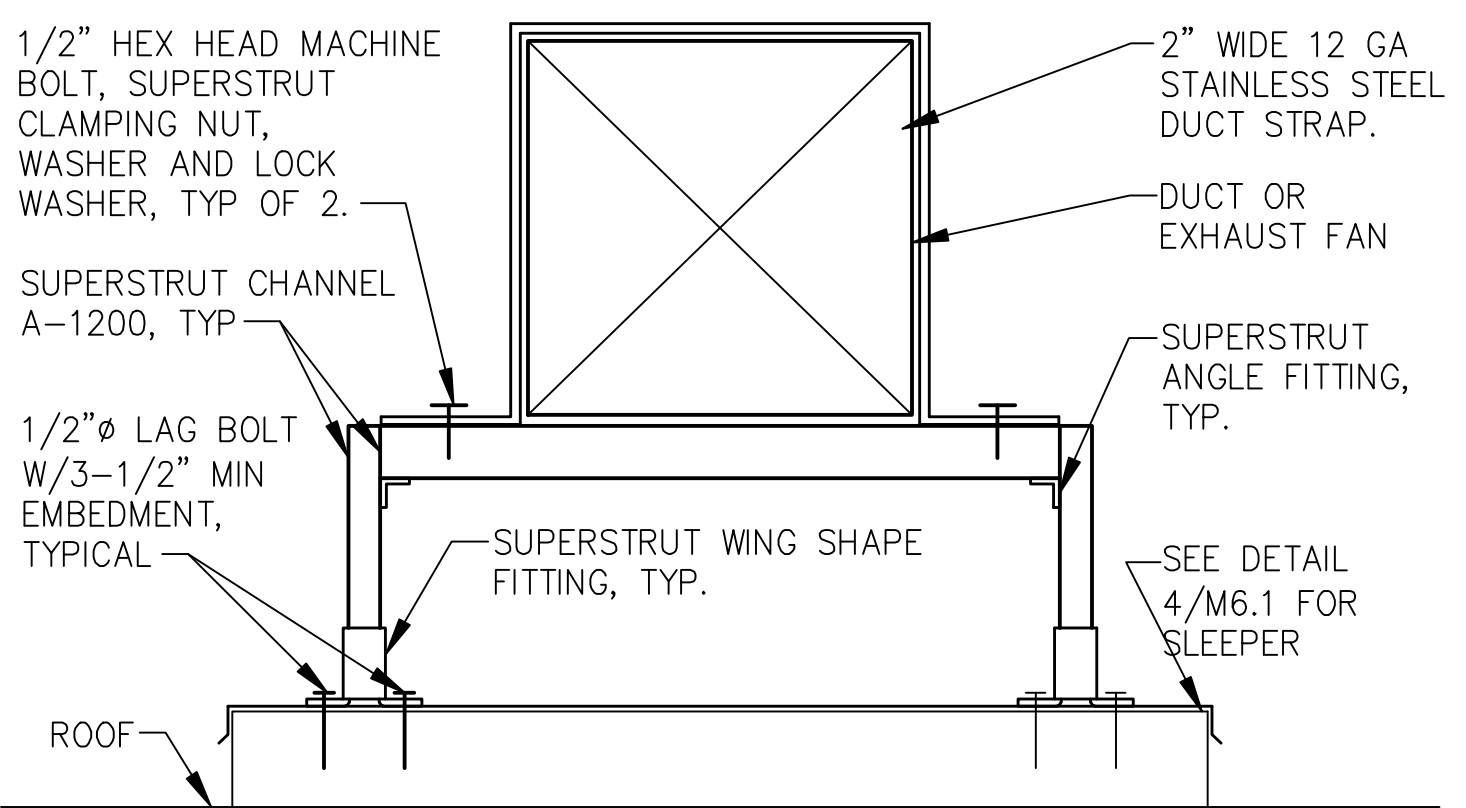


NOTES:

1. RETURN/EXHAUST/TRANSFER GRILLES SIMILAR WITHOUT TURNING VANES.

**2 DIFFUSER MOUNTING - HARD CEILING**

M6.1 NO SCALE



NOTES:

1. SUPERSTRUT PRODUCTS SHALL HAVE GOLD GALVANIZED FINISH.
2. DUCT SUPPORTS SHALL BE DESIGNED AND BRACED PER SMACNA & CALIFORNIA BUILDING CODE.

**3 DUCT SUPPORT ON ROOF**

M6.1 NO SCALE



2540 GARDEN ROAD, SUITE 100  
MONTEREY, CALIFORNIA 95040  
PHONE: 831.948.4942  
FAC: 831.948.3880  
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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO:

08192

PRINT DATE:

2/10/09

DRAWN BY:

CADD

CHECKED BY:

JTM

GET ISSUED:

Bid Set 2/10/09

SHEET NAME:

DETAILS - MECHANICAL

SHEET NO.:

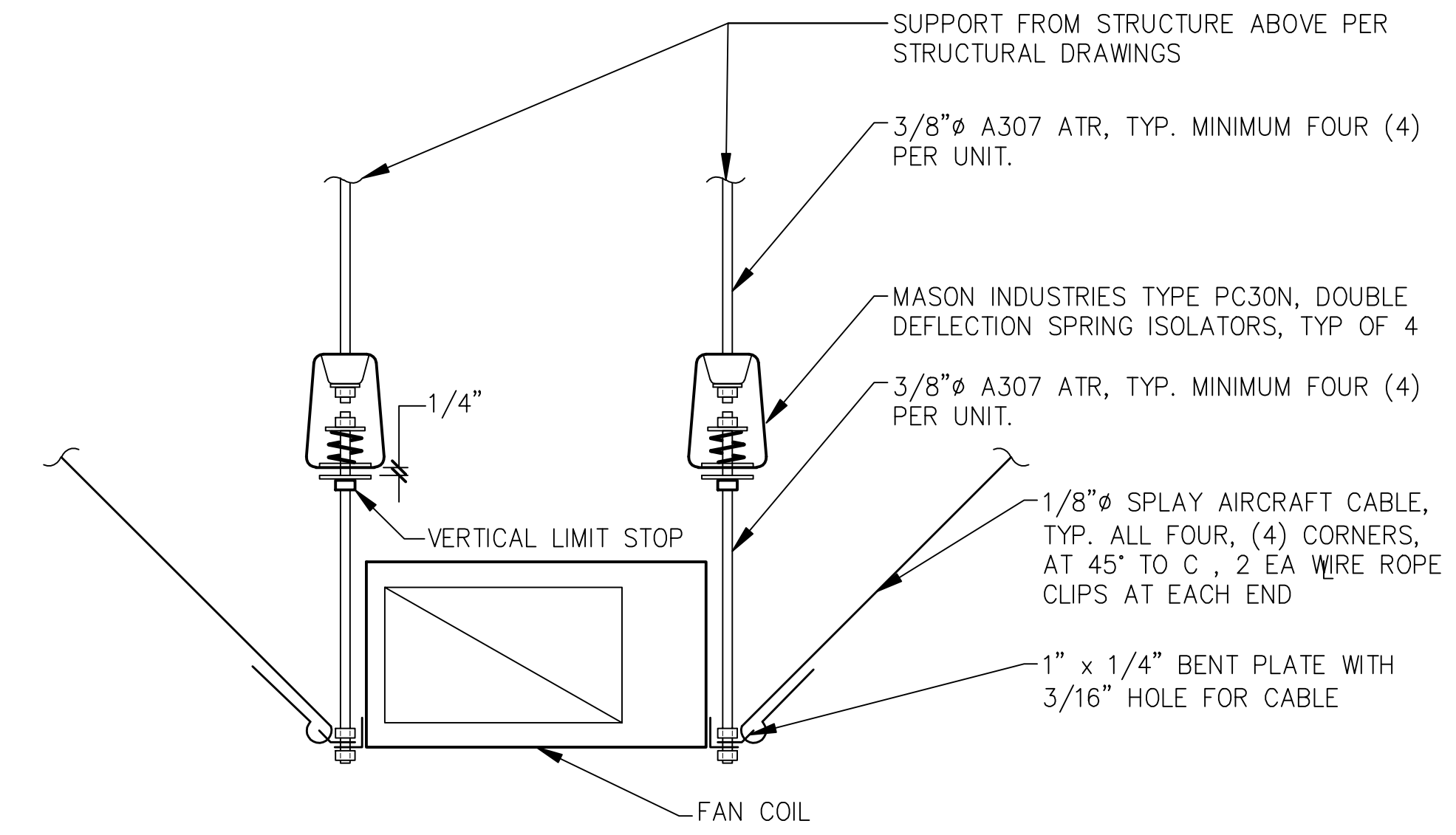
M6.1

FILE NAME:

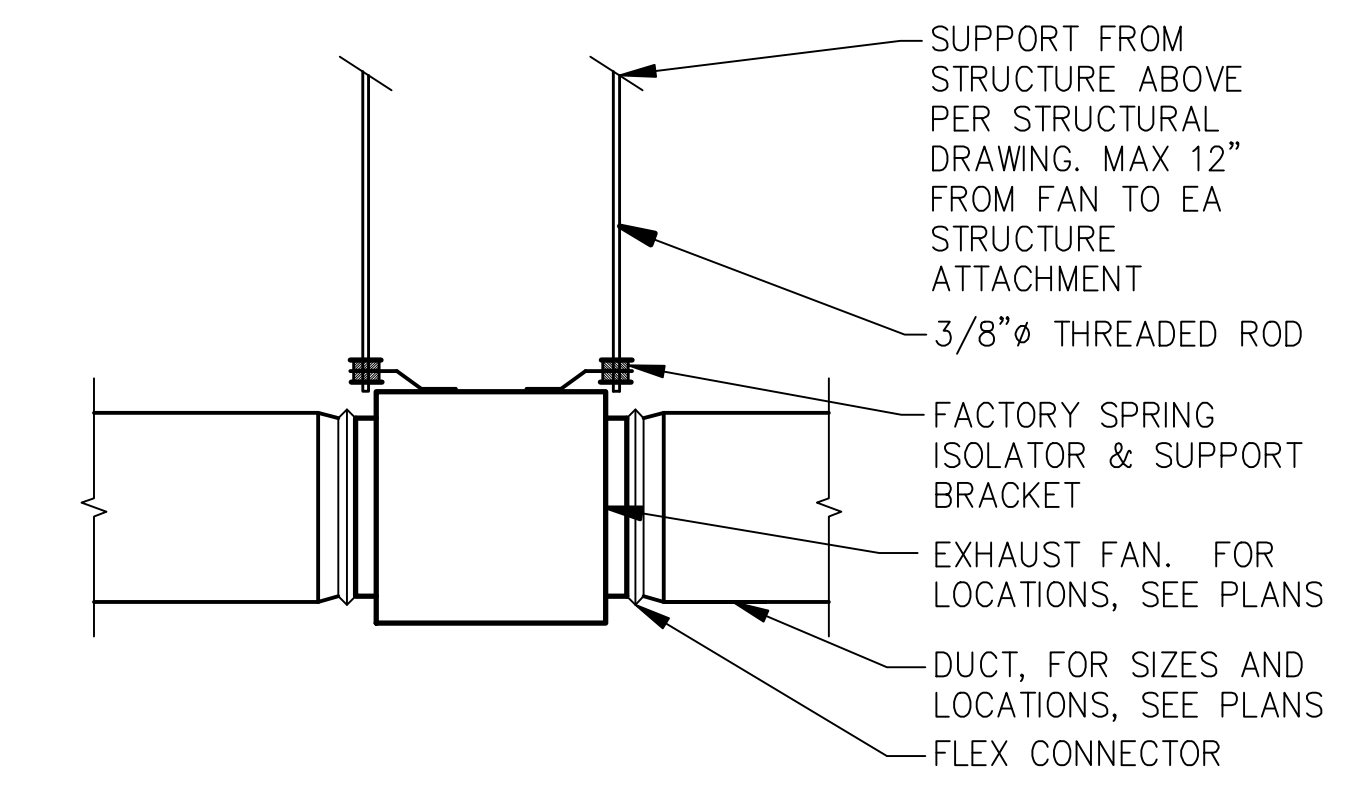
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fx: (831) 464-4323



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Squelie, California 95073-2446



**1 FAN COIL MOUNTING**  
 M6.2 NO SCALE



**2 IN-LINE FAN MOUNTING**  
 M6.2 NO SCALE



2340 GARDEN ROAD, SUITE 100  
 MONTEREY, CALIFORNIA 93940  
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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

|                    |         |
|--------------------|---------|
| <b>JOB NO.</b>     | 08192   |
| <b>PRINT DATE:</b> |         |
| <b>PLOT DATE:</b>  | 2/10/09 |
| <b>DRAWN BY:</b>   | CADD    |
| <b>CHECKED BY:</b> | JTM     |
| <b>SET ISSUED:</b> |         |
| Bid Set            | 2/10/09 |
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SHEET NAME:  
 DETAILS -  
 MECHANICAL

**SHEET NO.:**  
**M6.2**  
**FILE NAME:**

Drawn by: JTM/2008/03080225  
 February 12, 2009 11:03:03 am  
 Project: 110 VERNON ST. TRANSIT DISTRICT  
 Title: 110 VERNON ST. TRANSIT DISTRICT - MECHANICAL DEMOLITION

**SHEET NOTES**

- ① DUCT IN JOIST SPACE
- ② (E) VOLUME DAMPER TO REMAIN

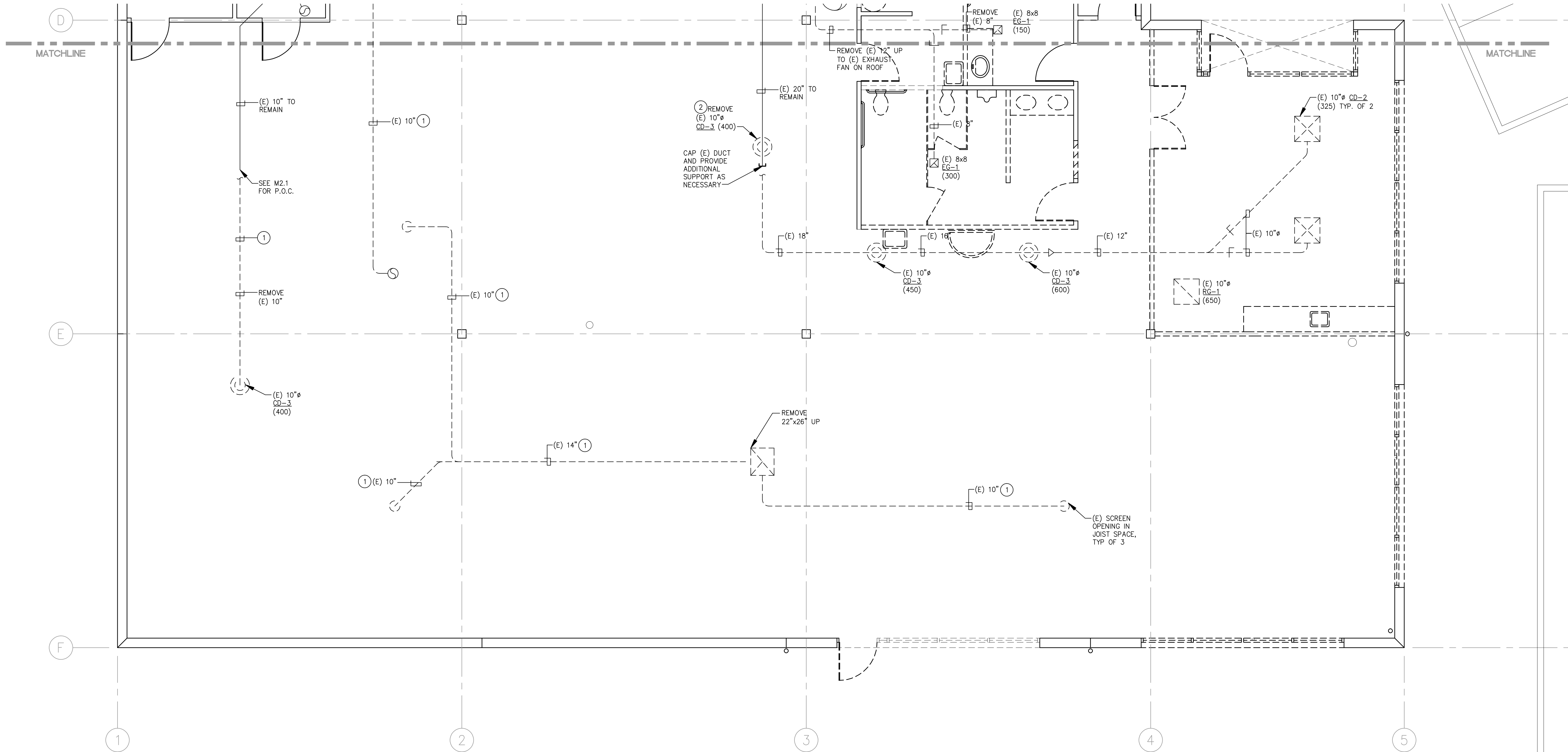
**GENERAL NOTES**

- 1. REMOVE ALL MECHANICAL WORK SHOWN THIS SHEET UNLESS NOTED OTHERWISE. REMOVE ALL ASSOCIATED DUCT SUPPORTS, CONTROLS, CONTROL WIRING AND CONTROL CONDUIT.



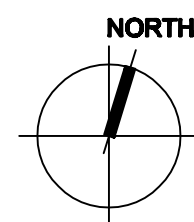
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**FIRST FLOOR PARTIAL PLAN SOUTH, MECHANICAL DEMOLITION**

SCALE: 1/4" = 1'-0"



**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

|                    |         |
|--------------------|---------|
| <b>JOB NO.</b>     | 08192   |
| <b>PRINT DATE:</b> |         |
| <b>PLOT DATE:</b>  | 2/10/09 |
| <b>DRAWN BY:</b>   | CADD    |
| <b>CHECKED BY:</b> | JTM     |
| <b>SET ISSUED:</b> |         |
| <b>Bid Set</b>     | 2/10/09 |

**SHEET NAME:**  
 FIRST FLOOR PARTIAL PLAN, SOUTH - MECHANICAL DEMOLITION

**SHEET NO.:**

**MD2.1**

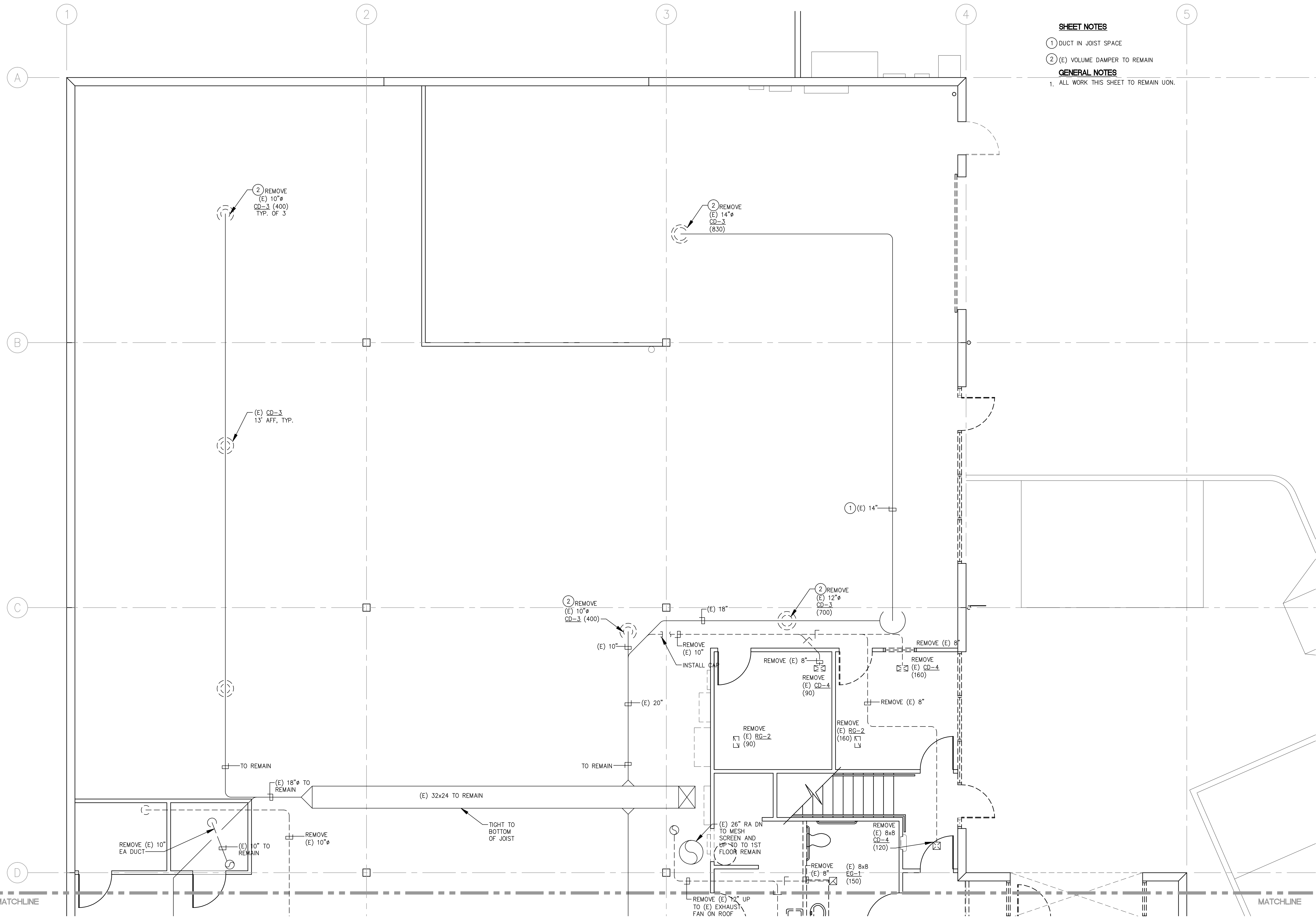
**FILE NAME:**

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 email: mail@axiomeengineers.com



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 San Jose, California 95073-2446  
 AE Project #: 20080225

Drawing: 14-17010208-00000225 04/10/10 11:03:44 AM  
 February 12, 2009 11:03:44 AM  
 User: WVAI-WVAI.DWG, WVAI-PROJECT.DWG, WVAI-PROJECT.DWG



- SHEET NOTES**
- ① DUCT IN JOIST SPACE
  - ② (E) VOLUME DAMPER TO REMAIN
- GENERAL NOTES**
- 1. ALL WORK THIS SHEET TO REMAIN UON.

**WR&D**  
 WALD RUHNKE & DOST  
 ARCHITECTS LLP  
 2340 GARDEN ROAD, SUITE 100  
 MONTEREY, CALIFORNIA 93940  
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**110 VERNON ST. REMODEL**  
 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

**JOB NO:** 08192

**PRINT DATE:** 2/10/09

**DRAWN BY:** CADD

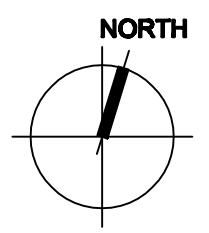
**CHECKED BY:** JTM

**SET ISSUED:**

**Bid Set:** 2/10/09

**SHEET NAME:**  
 FIRST FLOOR PARTIAL PLAN,  
 NORTH - MECHANICAL  
 DEMOLITION

**FIRST FLOOR PARTIAL PLAN, NORTH MECHANICAL DEMOLITION**  
 SCALE: 1/4" = 1'-0"



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 fax: (831) 464-4323

**AXIOM ENGINEERS<sup>SM</sup>**  
**LEE & ASSOCIATES**  
 CONSULTING ENGINEERS

AE Project #: 20080225 4605 West Walnut Street  
 Soquel, California 95073-2446

**SHEET NO:**

**MD2.2**

**FILE NAME:**

Drawing: 14-110V0208-00000225 SOUTH MECHANICAL DEMOLITION  
 February 12, 2009 11:06:46 a.m.  
 User: HVAZ-MAN.DWG, MANZ-ENG.DWG, MANZ-ENG.DWG

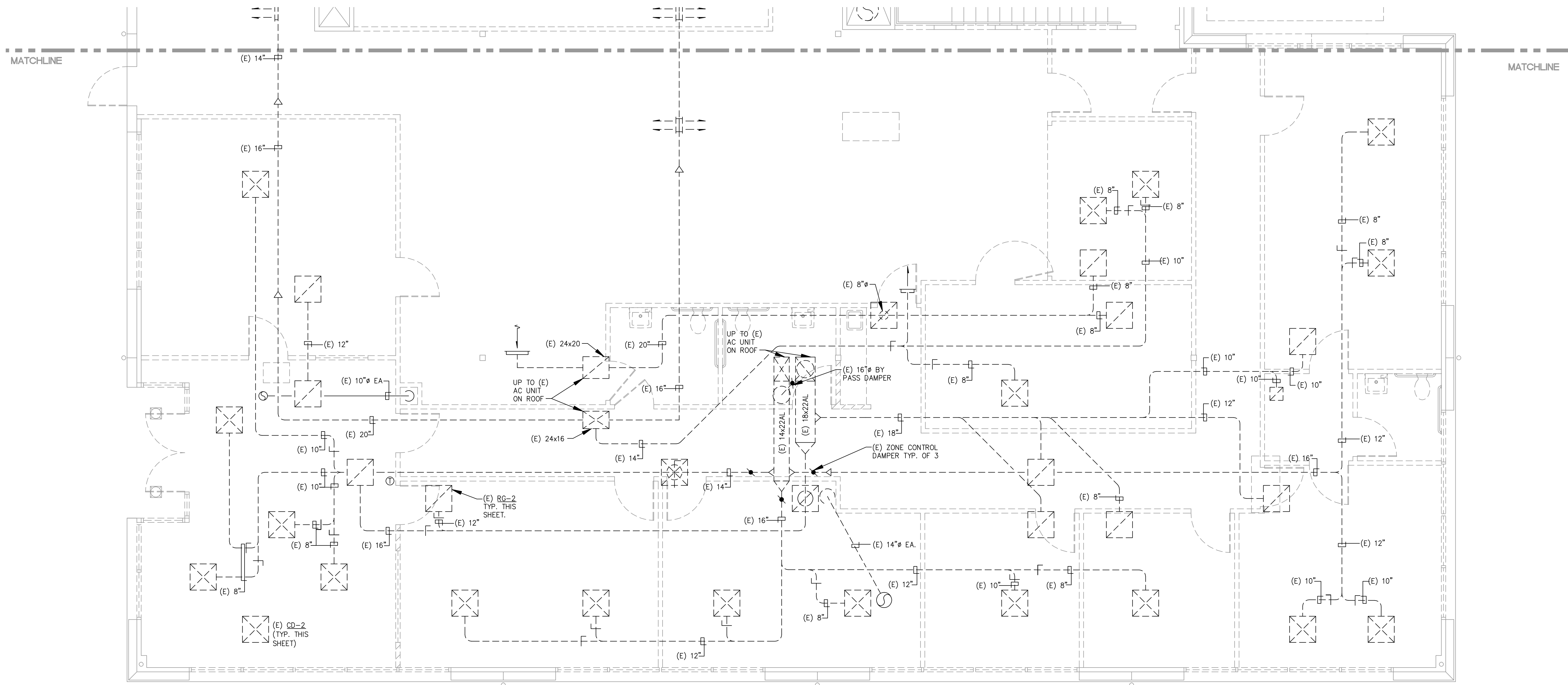
**GENERAL NOTES**

1. REMOVE ALL MECHANICAL WORK SHOWN THIS SHEET UON. REMOVE ALL ASSOCIATED DUCT SUPPORTS, CONTROLS, CONTROL WIRING AND CONTROL CONDUIT.



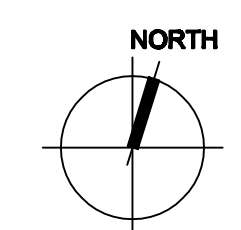
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**SECOND FLOOR PARTIAL PLAN, SOUTH MECHANICAL DEMOLITION**

SCALE: 1/4" = 1'-0"



**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

|                    |         |
|--------------------|---------|
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| <b>PLOT DATE:</b>  | 2/10/09 |
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| <b>CHECKED BY:</b> | JTM     |
| <b>SET ISSUED:</b> |         |
| <b>Bid Set</b>     | 2/10/09 |

**SHEET NAME:**  
 SECOND FLOOR  
 PARTIAL PLAN,  
 SOUTH - MECHANICAL  
 DEMOLITION

**SHEET NO.:**  
**MD2.3**  
**FILE NAME:**

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 Soquel, California 95073-2446  
 AE Project #: 20080225





## PLUMBING LEGEND

| SYMBOL | ABBRV.  | IDENTIFICATION                  | ABBRV. | IDENTIFICATION                 |
|--------|---------|---------------------------------|--------|--------------------------------|
|        | CW      | COLD WATER (DOMESTIC)           | (E)    | EXISTING                       |
|        | HW      | HOT WATER                       | EC     | ELECTRICAL CONTRACTOR          |
|        | HWR     | HOT WATER RETURN                | ELEC   | ELECTRICAL                     |
|        | V       | VENT                            | ELEV   | ELEVATION                      |
|        | TP      | TRAP PRIMER LINE                | EMBT   | EMBEDMENT                      |
|        | F       | FIRE WATER                      | EQUIP  | EQUIPMENT                      |
|        | SPKR    | SPRINKLER                       | EW     | ENTERING WATER TEMPERATURE     |
|        | DSPKR   | DRY SPRINKLER                   | EXT    | EXTERIOR                       |
|        | SPKR(D) | DELUGE SPRINKLER                | FD     | FLOOR DRAIN                    |
|        | WSP     | WET STAND PIPE                  | FFE    | FINISHED FLOOR ELEVATION       |
|        | G       | GAS (7\"/>                      | FLA    | FULL LOAD AMPS                 |
|        | MPG     | MEDIUM PRESSURE GAS             | FLEX   | FLEXIBLE                       |
|        | S OR W  | SOIL OR WASTE ABOVE GRADE       | FLR    | FLOOR                          |
|        | S OR W  | SOIL OR WASTE BELOW GRADE       | FS     | FLOOR SINK                     |
|        | RWL     | RAIN WATER LEADER               | FPM    | FEET PER MINUTE                |
|        | RD      | ROOF DRAIN                      | FT     | FEET                           |
|        | ID      | INDIRECT DRAIN                  | FT HD  | FEET HEAD                      |
|        | CD      | CONDENSATE DRAIN                | GPM    | GALLONS PER MINUTE             |
|        | CAP     | GALVANIZED CAP                  | GALV   | GALVANIZED                     |
|        | CONT    | CONTINUATION                    | GA     | GAUGE                          |
|        |         | GATE VALVE                      | GC     | GENERAL CONTRACTOR             |
|        | SOV     | SHUT-OFF VALVE                  | HP     | HORSEPOWER                     |
|        | GV      | GLOBE VALVE                     | HR     | HOUR                           |
|        |         | BUTTERFLY VALVE                 | HZ     | HERTZ                          |
|        |         | INSIDE DIAMETER                 | ID     | INSIDE DIAMETER                |
|        |         | BALL VALVE                      | IE     | INVERT ELEVATION               |
|        | BV      | BALANCING VALVE                 | IN     | INCH                           |
|        | CS      | CIRCUIT SETTER                  | INV    | INVERT                         |
|        |         | SOLENOID VALVE                  | KW     | KILOWATTS                      |
|        |         | PRESSURE REDUCING VALVE         | LBS    | POUNDS                         |
|        | T&PRV   | TEMP. & PRESS. RELIEF VALVE     | LG     | LONG                           |
|        |         | ANGLE VALVE                     | LRA    | LOCKED ROTOR AMPS              |
|        | CKV     | CHECK VALVE                     | LVG    | LEAVING                        |
|        |         | STRAINER                        | LWT    | LEAVING WATER TEMPERATURE      |
|        | GC      | GAS COCK                        | MAX    | MAXIMUM                        |
|        | GPR     | GAS PRESSURE REGULATOR          | MBH    | 1000 BTU PER HOUR              |
|        | FC      | FLEXIBLE CONNECTION             | MC     | MECHANICAL CONTRACTOR          |
|        | WHA     | WATER HAMMER ARRESTOR           | MCA    | MINIMUM CIRCUIT AMPS           |
|        | HB      | HOSE BIBB                       | MECH   | MECHANICAL                     |
|        | GCO/FCO | GRADE CLEAN-OUT/FLOOR CLEAN-OUT | MFR    | MANUFACTURER                   |
|        | WCO     | WALL CLEAN-OUT                  | MIN    | MINIMUM                        |
|        |         | CIRCULATION PUMP (DOMESTIC)     | MOCP   | MAXIMUM OVERCURRENT PROTECTION |
|        |         | THERMOSTAT                      | (N)    | NEW                            |
|        |         | PRESSURE GAUGE                  | NC     | NORMALLY CLOSED                |
|        |         | TEMPERATURE GAUGE               | NIC    | NOT IN CONTRACT                |
|        | P.O.C.  | POINT OF CONNECTION             | NO     | NORMALLY OPEN                  |
|        |         | CENTERLINE                      | NTS    | NOT TO SCALE                   |
|        | AD      | ACCESS DOOR                     | OC     | ON CENTER                      |
|        | DIA     | DIAMETER                        | OD     | OUTSIDE DIAMETER               |
|        | &       | AND                             | OD     | OUTSIDE DIAMETER               |
|        | @       | AT                              | PC     | PLUMBING CONTRACTOR            |
|        | °F      | DEGREES FAHRENHEIT              | PD     | PRESSURE DROP                  |
|        | AC      | AIR CONDITIONER                 | PH     | PHASE                          |
|        | AFF     | ABOVE FINISH FLOOR              | P/N    | PART NUMBER                    |
|        | AGGR    | AGGREGATE                       | PRV    | PRESSURE REDUCING VALVE        |
|        | AMP     | AMPERE                          | PSI    | POUNDS PER SQUARE INCH         |
|        | APPROX  | APPROXIMATE                     | P/T    | PRESSURE/TEMPERATURE           |
|        | ARCH    | ARCHITECT/ARCHITECTURAL         | QTY    | QUANTITY                       |
|        | BHP     | BRAKE HORSEPOWER                | REQD   | REQUIRED                       |
|        | BJ      | BETWEEN JOISTS                  | REQS   | REQUIREMENTS                   |
|        | BLDG    | BUILDING                        | RLA    | RATED/RUNNING LOAD AMPS        |
|        | BTU     | BRITISH THERMAL UNIT            | RM     | ROOM                           |
|        | CFH     | CUBIC FEET PER HOUR             | RPM    | REVOLUTIONS PER MINUTE         |
|        | CI      | CAST IRON                       | RV     | RELIEF VALVE                   |
|        | CIRC    | CIRCULATING                     | SM     | SHEETMETAL                     |
|        | CLG     | CEILING                         | SOV    | SHUT-OFF VALVE                 |
|        | CONC    | CONCRETE                        | SPEC   | SPECIFICATION                  |
|        | CONN    | CONNECTION                      | SQ     | SQUARE                         |
|        | COORD   | COORDINATE                      | STD    | STANDARD                       |
|        | CONST   | CONSTRUCTION                    | STRUCT | STRUCTURAL                     |
|        | DF      | DRINKING FOUNTAIN               | STSL   | STAINLESS STEEL                |
|        | DN      | DOWN                            | TDH    | TOTAL DYNAMIC HEAD             |
|        | DWGS    | DRAWINGS                        | TEMP   | TEMPERATURE                    |
|        |         |                                 | TYP    | TYPICAL                        |
|        |         |                                 | UL     | UNDERWRITER'S LABORATORIES     |
|        |         |                                 | UON    | UNLESS OTHERWISE NOTED         |
|        |         |                                 | V      | VOLT                           |
|        |         |                                 | VTR    | VENT THROUGH ROOF              |
|        |         |                                 | W/     | WITH                           |
|        |         |                                 | WC     | WATER COLUMN                   |
|        |         |                                 | WH     | WATER HEATER                   |
|        |         |                                 | WT     | WEIGHT                         |

## PLUMBING CONNECTIONS/FIXTURE LIST

| FIXT. NO. | FIXTURE                           | MAKE & MODEL                         | MIN BRANCH SIZE |        |      |      | TRAP                       | CARRIER                                     | SEAT         | FLUSH VALVE | STOP/SUPPLY       | FAUCET OR CONTROL          | HANDICAP INSUL. KIT | DRAIN ASSEMBLY | MOUNTING STD ADA | REMARKS |
|-----------|-----------------------------------|--------------------------------------|-----------------|--------|------|------|----------------------------|---|--------------|-------------|-------------------|----------------------------|---------------------|----------------|------------------|---------|
|           |                                   |                                      | W               | V      | CW   | HW   |                            |   |              |             |                   |                            |                     |                |                  |         |
| DF-1      | DRINKING FOUNDATION               | MOST DEPENDABLE FOUNTAINS 475 DUAL   | 2"              | 1 1/2" | 1/2" | -    | 1 1/2"                     | 3/8" x 12" x 36" MDF                        | -            | -           | -                 | INTEGRAL                   | -                   | INTEGRAL       | X                |         |
| SH/EW-1   | EMERGENCY SHOWER/EYE WASH STATION | HAWS 8225                            | 2"              | 1 1/2" | (2)  | -    | 2"                         | FLOOR MOUNT ANCHOR W/CONCRETE WEDGE ANCHORS | -            | -           | -                 | -                          | -                   | FD-1           |                  | (1)     |
| FD-1      | FLOOR DRAIN (W/TRAP PRIMER)       | J.R. SMITH 2270-B                    | 2"              | 1 1/2" | 1/2" | TP   | -                          | 2"  | -            | -           | -                 | -                          | -                   | J.R. SMITH     |                  | (3)     |
| FS-1      | FLOOR DRAIN (W/TRAP PRIMER)       | J.R. SMITH 12"X12" FIG-3420Y-12      | 3"              | 2"     | 1/2" | TP   | -                          | 3"  | -            | -           | -                 | -                          | -                   | J.R. SMITH     |                  | (3)     |
| L-1       | LAVATORY (COUNTER MOUNT)          | AMERICAN STANDARD LUCERNE            | 2"              | 1 1/2" | 1/2" | 1/2" | 1 1/2"                     | J.R. SMITH                                  | -            | -           | MCQUIRE           | DELTA 505                  | MCQUIRE PROWRAP     | MCQUIRE        | X                |         |
| L-2       | LAVATORY (COUNTER MOUNT)          | AMERICAN STANDARD OVALYN             | 2"              | 1 1/2" | 1/2" | 1/2" | 1 1/2"                     | -   | -            | -           | MCQUIRE           | DELTA 505                  | MCQUIRE PROWRAP     | MCQUIRE        | X                |         |
| MS-1      | MOP SINK (PEDESTAL)               | AMERICAN STANDARD AKRON              | 3"              | 1 1/2" | 1/2" | 1/2" | AMERICAN STANDARD 7798-030 | AMERICAN STANDARD                           | -            | -           | -                 | AMERICAN STANDARD 8344.076 | -                   | 7798.030       | X                |         |
| MS-2      | MOP SINK (RAISED FLOOR MOUNT)     | FLORESTONE FM                        | 2"              | 1 1/2" | 1/2" | 1/2" | 1 1/2"                     | -   | -            | MCQUIRE     | CHICAGO 895-317   | -                          | FLORESTONE          | X              |                  |         |
| S-1       | SINK (STSL COUNTER)               | ELKAY DRKAD-2217                     | 2"              | 1 1/2" | 1/2" | 1/2" | 1 1/2"                     | -   | -            | MCQUIRE     | DELTA 100         | MCQUIRE PROWRAP            | MCQUIRE             | X              |                  |         |
| SH-1      | SHOWER (FIXTURE BY OTHERS)        | -                                    | -               | -      | 1/2" | 1/2" | -                          | -   | -            | -           | DELTA 1325-WSHDF  | -                          | -                   | -              | X                |         |
| U-1       | URINAL (0.5 GPF)                  | AMERICAN STANDARD WASHBROOK 6590.005 | 2"              | 1 1/2" | 3/4" | -    | INTEGRAL                   | J.R. SMITH                                  | -            | -           | SLOAN ROYAL 186-1 | -                          | -                   | -              | X                |         |
| WC-1      | WATER CLOSET (WALL 1.28 GPF)      | AMERICAN STANDARD AFWALL 3351.128    | 4"              | 2"     | 1"   | -    | INTEGRAL                   | J.R. SMITH                                  | OLSONITE #95 | -           | -                 | -                          | -                   | -              | X                |         |
| WC-2      | WATER CLOSET (WALL 1.28 GPF)      | AMERICAN STANDARD AFWALL 3351.128    | 4"              | 2"     | 1"   | -    | INTEGRAL                   | J.R. SMITH                                  | OLSONITE #95 | -           | -                 | -                          | -                   | -              | X                |         |

(1) WITH HAWS 9201 THERMOSTATIC MIXING VALVE.

(2) WITH 1 1/4" TEPID WATER FROM MIXING VALVE TO FIXTURE.

(3) SEE 4/P6.1 FOR TRAP PRIMER INSTALLATION REQ'S. COORDINATE EXACT FIXTURE AND TRAP PRIMER LOCATION W/ARCH.

### GENERAL NOTES

- THIS PROJECT IS A REMODEL. THE PLANS AND SPECIFICATIONS INDICATE THE GENERAL EXTENT OF THE WORK BASED ON OWNER PROVIDED RECORD DRAWINGS AND LIMITED FIELD VERIFICATION. CONTRACTOR SHALL VISIT SITE, VERIFY EXISTING CONDITIONS, AND REPORT ANY DISCREPANCIES NOTED TO THE ARCHITECT PRIOR TO SUBMITTING A BID. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISCONNECTION AND RECONNECTION OF MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS NECESSARY TO ACCOMPLISH THE WORK WHETHER OR NOT SPECIFIED AND/OR INDICATED.
- NO ASBESTOS ABATEMENT IS PART OF THIS PROJECT. ANY REQUIRED ASBESTOS ABATEMENT WORK WILL BE PROVIDED BY THE OWNER. AREAS SUSPECTED OF ASBESTOS CONTAMINATION WHICH INTERFERE WITH WORK UNDER THIS PROJECT SHALL BE IDENTIFIED DURING THE EARLY PHASES IN ORDER TO PROVIDE FOR TIMELY DISPOSITION. NO DELAYS IN CONSTRUCTION SCHEDULE WILL BE ALLOWED DUE TO IMPROPER COORDINATION.
- MECHANICAL CONTRACTOR SHALL NOTIFY GENERAL CONTRACTOR TO REPAIR WALL, FLOOR, AND CEILING SURFACES AS REQUIRED DUE TO DEMOLITION OR INSTALLATION WORK.
- REMOVE ALL ABANDONED PIPING, EQUIPMENT, AND FIXTURES INTERFERING WITH NEW WORK WHETHER NEW WORK IS ARCHITECTURAL, STRUCTURAL, MECHANICAL, OR ELECTRICAL.
- ABANDON IN PLACE ALL PIPING NOT INTERFERING WITH NEW WORK UNLESS REQUIRED FOR CONTINUED SERVICE.
- CONTRACTOR SHALL SAW-CUT SLAB AS REQUIRED FOR INSTALLATION OF WASTE AND VENT PIPING BELOW FLOOR.
- CUTTING OR CORING OF STRUCTURAL MEMBERS OR FOOTINGS IS PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF THE STRUCTURAL ENGINEER AND THE ARCHITECT.
- CONTRACTOR SHALL VERIFY THAT THE ELECTRICAL CONNECTIONS TO THE UNITS, INCLUDING CIRCUIT PROTECTION, CONFORM TO UNIT LABELS AND MANUFACTURER'S DIRECTIONS. WHERE WIRE SIZES SHOWN ON DRAWING EXCEED MANUFACTURER'S RECOMMENDATIONS, THE DRAWINGS SHALL GOVERN. ALL WIRING SHALL BE PER THE NATIONAL ELECTRICAL CODE.
- ALL CONTROL WIRING SHALL BE IN CONDUIT. CONDUIT SHALL BE PROVIDED AND INSTALLED BY THE MECHANICAL CONTRACTOR.
- FOR ROOF PENETRATIONS WITHOUT CURBS, PROVIDE WEATHERPROOF FLASHING PER SMACNA ARCHITECTURAL SHEET METAL MANUAL AND DRAWING NOTES.
- LABEL ALL PIECES OF EQUIPMENT WITH MARK MATCHING SCHEDULE OR EQUIPMENT LIST WITH ENGRAVED PLASTIC LABELS WITH MINIMUM 1/4" HIGH LETTERS. LABELS EXPOSED TO WEATHER SHALL BE ENGRAVED BRASS.
- COORDINATE WITH ELECTRICAL ON REQUIRED POWER OUTLETS AND LIGHT SWITCHES NEAR MECHANICAL EQUIPMENT.
- COORDINATE WITH ELECTRICAL ON REQUIRED POWER OUTLETS AND LIGHT SWITCHES NEAR MECHANICAL EQUIPMENT.

### FIRE PROTECTION SYSTEM NOTES

- FIRE PROTECTION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS PREPARED AND SIGNED BY A LICENSED ENGINEER (STATE OF CALIFORNIA) TO THE GENERAL CONTRACTOR. SHOP DRAWINGS AND CALCULATIONS SHALL BE BASED ON APPLICABLE CODES, THE PROJECT DRAWINGS AND PROJECT SPECIFICATIONS (SECTION 15500). THE CONTRACTOR SHALL REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER FOR REVIEW AND COMMENT. AFTER REVIEW NOT CONTAINING EXCEPTIONS OR CORRECTIONS BY ARCHITECT/ENGINEER AND AFTER APPROVAL BY CONTRACTOR, SHOP DRAWINGS AND CALCULATIONS SHALL BE SUBMITTED AND APPROVED BY THE BUILDING OFFICIAL PRIOR TO CONSTRUCTING.
- THE CONTRACTOR SHALL PROVIDE A FIRE PROTECTION SYSTEM COMPLYING WITH NFPA 13 TO SERVE ALL PORTIONS OF THE BUILDING AS REQUIRED DUE TO REMODEL WORK. CONTRACTOR SHALL COORDINATE NEW PIPING ROUTING WITH OWNER, ARCHITECT AND ENGINEER TO MINIMIZE OBSTRUCTION TO INTENDED USE OF SPACE. MAINTAIN ARCHITECT'S REQUIRED OVERHEAD CLEARANCE IN OPEN CEILING SPACES.

## WATER HEATERS

| MARK | LOCATION              | GAL CAP | HEATING MBH INPUT | MBH OUTPUT | WT LBS | V/PH  | THERMAL EFF. | RECOVERY @ 90 F RISE | MAKE & MODEL    | REMARKS                          |
|------|-----------------------|---------|-------------------|------------|--------|-------|--------------|----------------------|-----------------|----------------------------------|
| WH-1 | 2ND FLOOR ROOF ACCESS | 50      | 76                | 69         | 610    | 120/1 | 90%          | 92 GPH               | AO SMITH BTX 80 | (1) PAIRED W/P-1 CIRCULATOR PUMP |

(1) PROVIDE 3" PVC FLUE PER MANUFACTURERS REQUIREMENTS. SEE PLANS FOR ROUTING. UNIT IS PROVIDED WITH FACTORY P/T RELIEF VALVE AND SILICONE NITRIDE HOT SURFACE IGNITOR. 150 PSI MAWP. UNIT IS POWERED VIA STANDARD 3-PRONG ELECTRICAL PLUG. SEE 2/P6.1 FOR INSTALLATION REQ'S.

## PUMPS

| MARK | GPM | TDH FT | MOTOR |       |       | WT LBS | MAKE & MODEL               | REMARKS |
|------|-----|--------|-------|-------|-------|--------|----------------------------|---------|
|      |     |        | RPM   | WATTS | V/PH  |        |                            |         |
| P-1  | 5.5 | 4.3    | 2800  | 41    | 1/115 | 9.3    | BELL AND GOSSETT NRF-9F/LW | (1)     |

(1) INTERLOCK PUMP OPERATION WITH THERMOSTATIC SWITCH AND TIME OF DAY TIMECLOCK PER TITLE 24 REQUIREMENTS.



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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

JOB NO:

08192

PRINT DATE:

PLOT DATE: 2/10/09

DRAWN BY: CADD

CHECKED BY: JTM

GET ISSUED:

Bid Set 2/10/09

SHEET NAME:

LEGENDS, SCHEDULES AND NOTES - PLUMBING

SHEET NO.:

P0.1

FILE NAME:

tel: (831) 464-4320 email: mail@axiomeengineers.com  
fax: (831) 464-4323



AE Project #: 20080225 4605 West Walnut Street, Suite, California 95073-2446

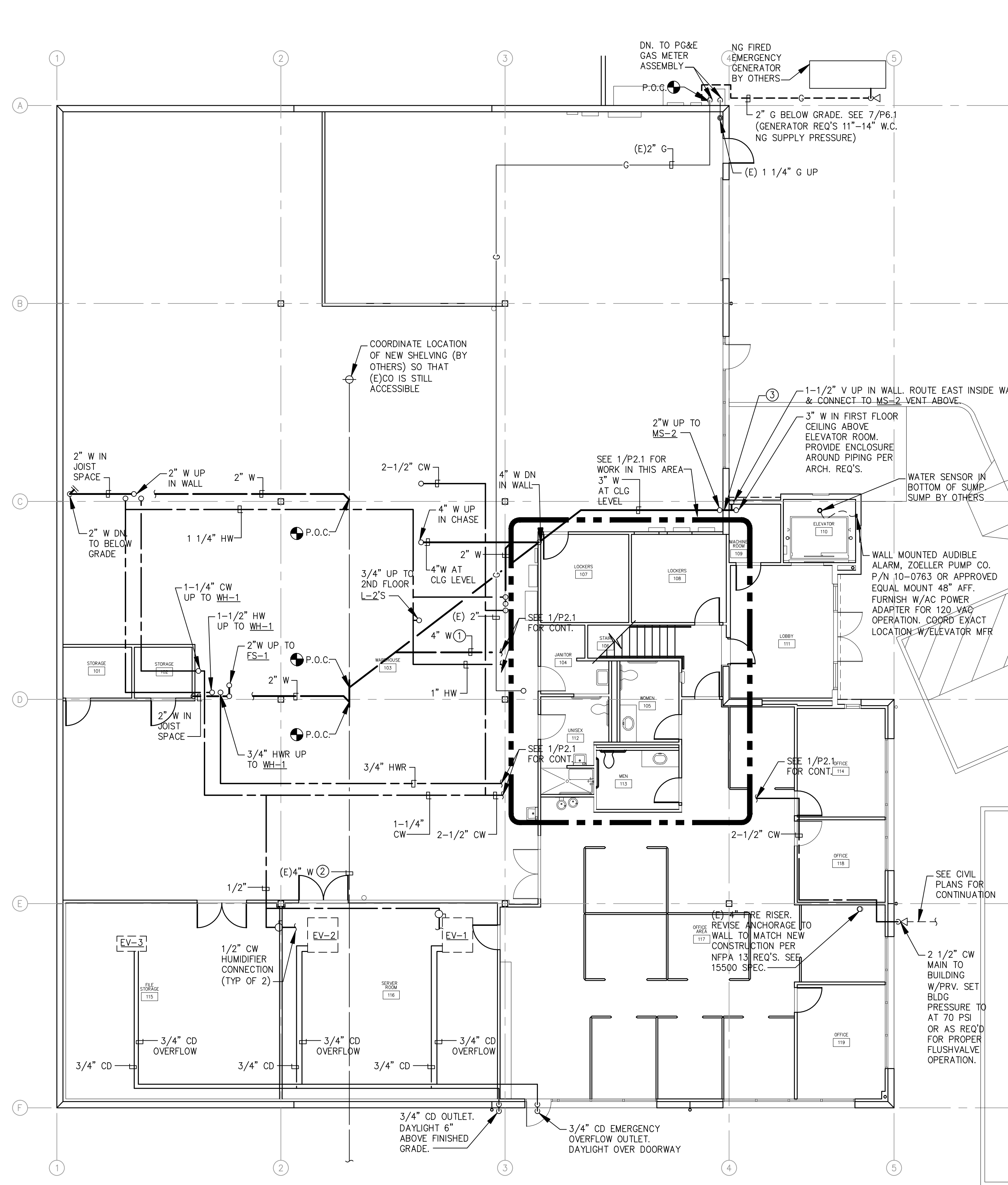
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 Date: 12/11/11 10:30 am  
 Author: RLB  
 Check: JLM  
 Title: PLUMBING - WAREHOUSE, MAIN - 115 VERNON ST.

**GENERAL NOTES:**

- CONTRACTOR SHALL REMOVE ALL OF FOLLOWING EXISTING PLUMBING SYSTEMS AS APART OF THE WORK:
  - ABOVE GRADE DRAIN, WASTE, & VENT PIPING.
  - ABOVE GRADE DOMESTIC HOT & COLD WATER PIPING.
  - ALL PLUMBING EQUIPMENT & FIXTURES INCLUDING WATER HEATERS, LAVATORIES, TOILETS, SINKS, ETC.
- ALL OF FOLLOWING EXISTING PLUMBING SYSTEMS SHALL REMAIN UNON:
  - FIRE PROTECTION SYSTEM (MODIFY PER 15500 SPEC REQ'S)
  - GAS PIPING
  - STORM DRAIN SYSTEM
- AN OCCUPANCY SEPARATION IS CONSTRUCTED BETWEEN THE OPEN FIRST FLOOR WAREHOUSE & THE REMAINDER OF THE BUILDING. CONTRACTOR SHALL PROVIDE APPROPRIATE FIRE CAULKING AT ALL PIPE PENETRATIONS CROSSING THIS OCCUPANCY SEPARATION.

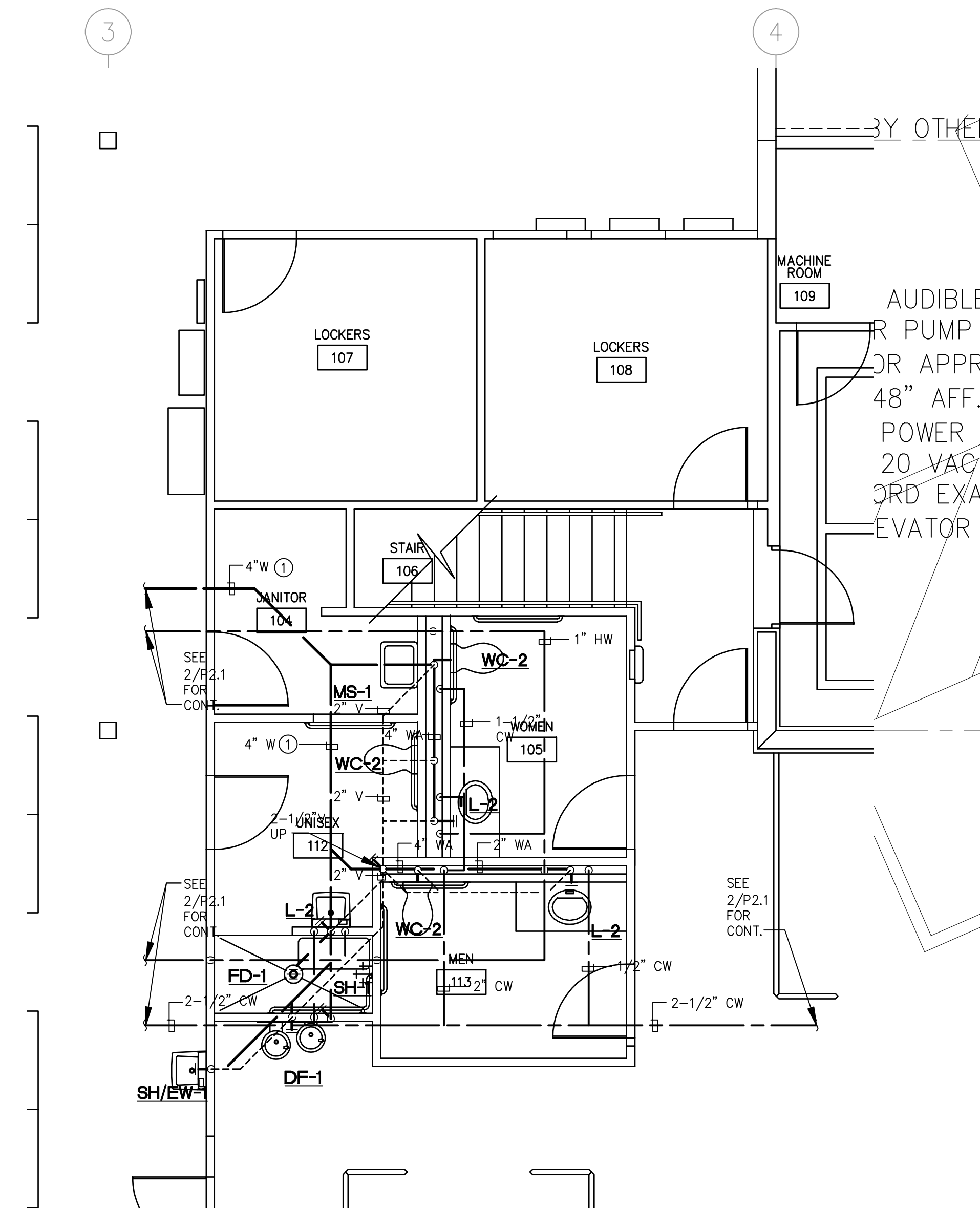
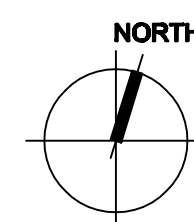
**SHEET NOTES:**

- SAW CUT CONCRETE FLOOR SLAB & TRENCH SOIL TO LAY NEW WASTE PIPING. PATCH & REPAIR CONCRETE SLAB PER 1/P6.1.
- (E)WASTE PIPE LOCATIONS SHOWN ARE PER OWNER PROVIDED DRAWINGS & LIMITED ENGINEER'S FIELD VERIFICATION. CONTRACTOR SHALL CONFIRM (E)WASTE PIPE LOCATIONS, DEPTH, & ROUTING PRIOR TO CONSTRUCTION OF ANY NEW WASTE PIPE. CONTRACTOR SHALL EVALUATE CONDITION OF (E)WASTE PIPING & SUBMIT RECOMMENDATIONS TO ENGINEER FOR REVIEW.
- PROVIDE CORE DRILL FOR WASTE PIPING. STRUCTURAL ENGINEER SHALL REVIEW & APPROVE LOCATION OF CORE DRILL BEFORE CUTTING. CORING WITHOUT STRUCTURAL ENGINEER'S APPROVAL IS STRICTLY PROHIBITED.



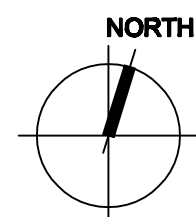
**FIRST FLOOR PLAN - PLUMBING**

SCALE: 1/8" = 1'-0"



**PARTIAL FIRST FLOOR PLAN - PLUMBING**

SCALE: 1/4" = 1'-0"



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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

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| <b>SET ISSUED:</b> |         |
| <b>Bid Set</b>     | 2/10/09 |

**SHEET NAME:**  
 FIRST FLOOR PLANS  
 - PLUMBING

**SHEET NO.:**

**P2.1**

**FILE NAME:**

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 Fax: (831) 464-4323



AE Project #: 20080225 4605 West Walnut Street  
 Soquel, California 95073-2446

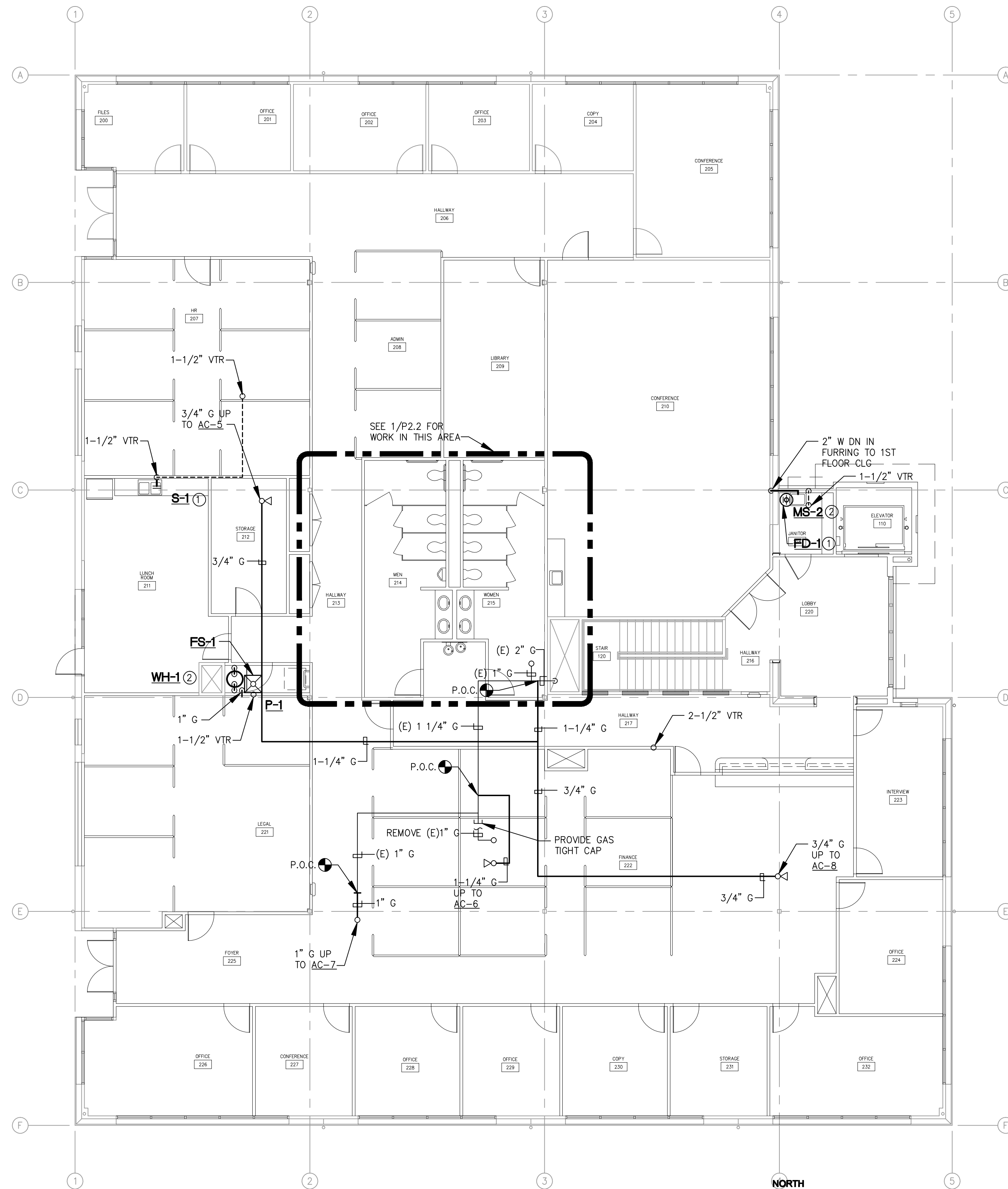
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 Author: PLSZ-MAN/DWG, MMSZ-PRO/DWG, MMSZ-PRO/DWG

**GENERAL NOTES:**

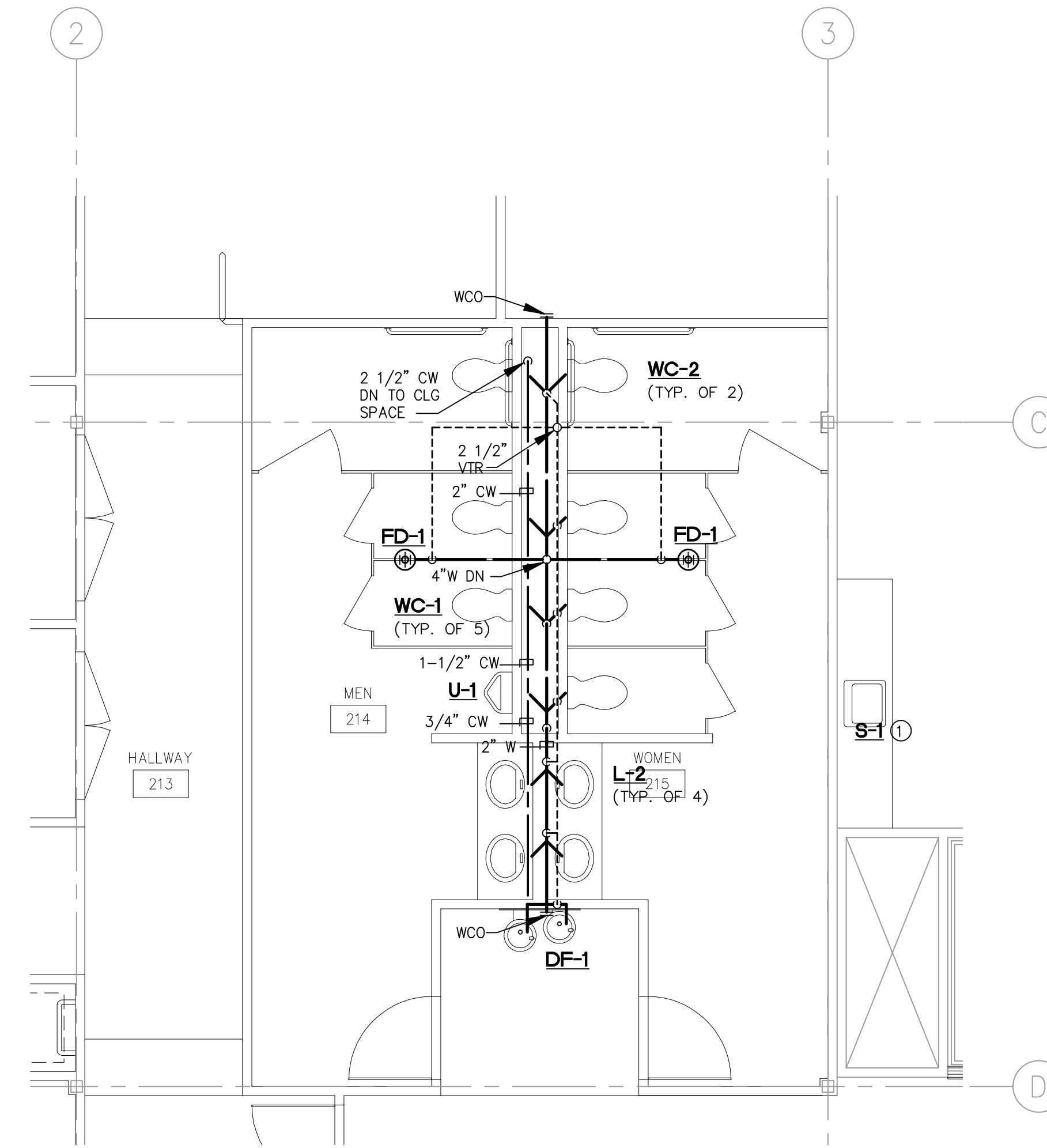
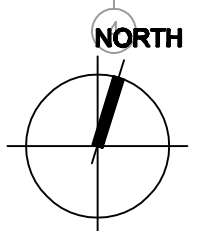
- CONTRACTOR SHALL REMOVE ALL OF FOLLOWING EXISTING PLUMBING SYSTEMS AS APART OF THE WORK:
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  - ABOVE GRADE DOMESTIC HOT & COLD WATER PIPING.
  - ALL PLUMBING EQUIPMENT & FIXTURES INCLUDING WATER HEATERS, LAVATORIES, TOILETS, SINKS, ETC.
- ALL OF FOLLOWING EXISTING PLUMBING SYSTEMS SHALL REMAIN UNON:
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  - GAS PIPING
  - STORM DRAIN SYSTEM
- AN OCCUPANCY SEPARATION IS CONSTRUCTED BETWEEN THE OPEN FIRST FLOOR WAREHOUSE & THE REMAINDER OF THE BUILDING. CONTRACTOR SHALL PROVIDE APPROPRIATE FIRE CAULKING AT ALL PIPE PENETRATIONS CROSSING THIS OCCUPANCY SEPARATION. REFERENCE ARCH DRAWINGS FOR EXACT LOCATION.

**SHEET NOTES:**

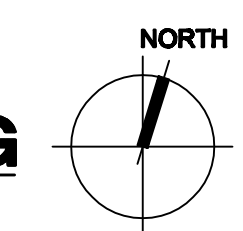
- SEE P2.1 FOR WASTE PIPE ROUTED AT FIRST FLOOR CEILING.
- SEE 2/P6.1 FOR WATER HEATER INSTALLATION & PIPING REQ'S.
- MOP SINK IS ELEVATED W/SUPPORT LEGS. ROUTE WASTE PIPING INTO NEAREST ADJACENT WALL & CONTINUE IN WALL. DROP WASTE PIPING TO 1ST FLOOR CLG LEVEL ONCE PIPING IS NO LONGER DIRECTLY ABOVE MACHINE ROOM.



**SECOND FLOOR PLAN - PLUMBING**  
SCALE: 1/8" = 1'-0"



**1 PARTIAL SECOND FLOOR PLAN - PLUMBING**  
SCALE: 1/4" = 1'-0"



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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON ST.  
 SANTA CRUZ, CA 95060

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**SHEET NAME:**  
 SECOND FLOOR PLANS - PLUMBING

**SHEET NO.:**

**P2.2**

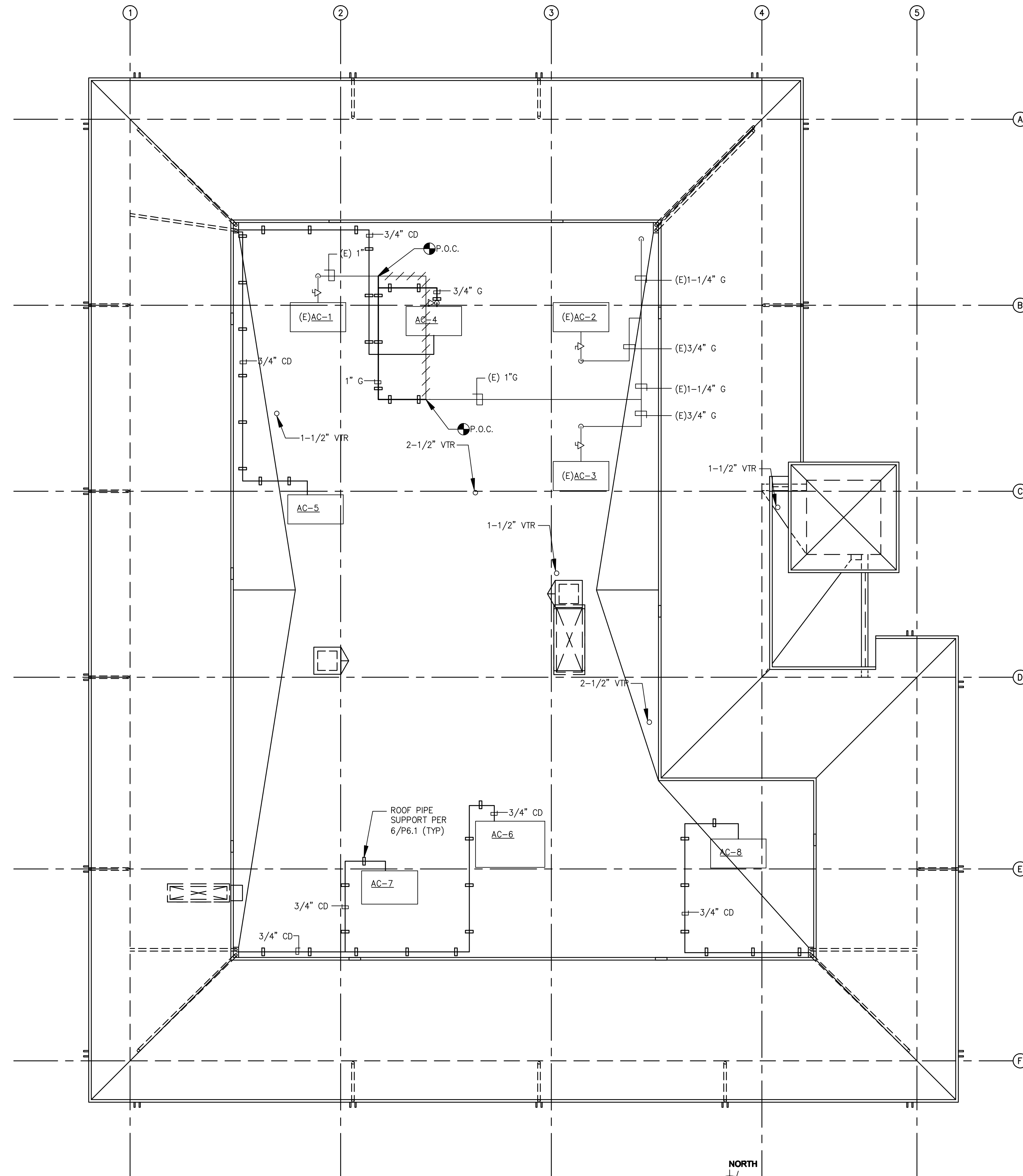
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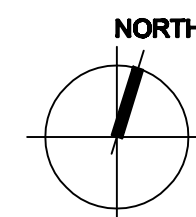
4605 West Walnut Street  
 Soquel, California 95073-2446  
 AE Project #: 20080225

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 Author: PLS-RP-MAN, DWG, ROOF-PLUMBING, MAN-ROOF.DWG



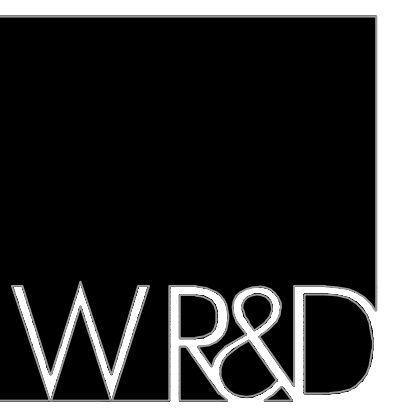
**ROOF PLAN - PLUMBING**

SCALE: 1/8" = 1'-0"



**GENERAL NOTES:**

1. CAP ALL ABANDONED PLUMBING VENTS.
2. SEE 5/P6.1 FOR VENT THRU ROOF REQ'S.
3. PROVIDE CONDENSATE DRAIN TRAP FOR EACH DRAIN CONNECTION TO EVERY PIECE OF EQUIPMENT PER 3/P6.1
4. COORDINATE EXACT LOCATION OF ROOFTOP EQUIPMENT, MATERIAL, & SUPPORTS W/ STRUCTURAL ENGINEER.
5. ROOF VENTS SHALL BE MIN 10' FROM OUTSIDE AIR INTAKES PER 2007 CMC REQ'S.



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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON ST.  
SANTA CRUZ, CA 95060

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| SET ISSUED: |         |
| Bid Set     | 2/10/09 |

SHEET NAME:  
**ROOF PLAN - PLUMBING**

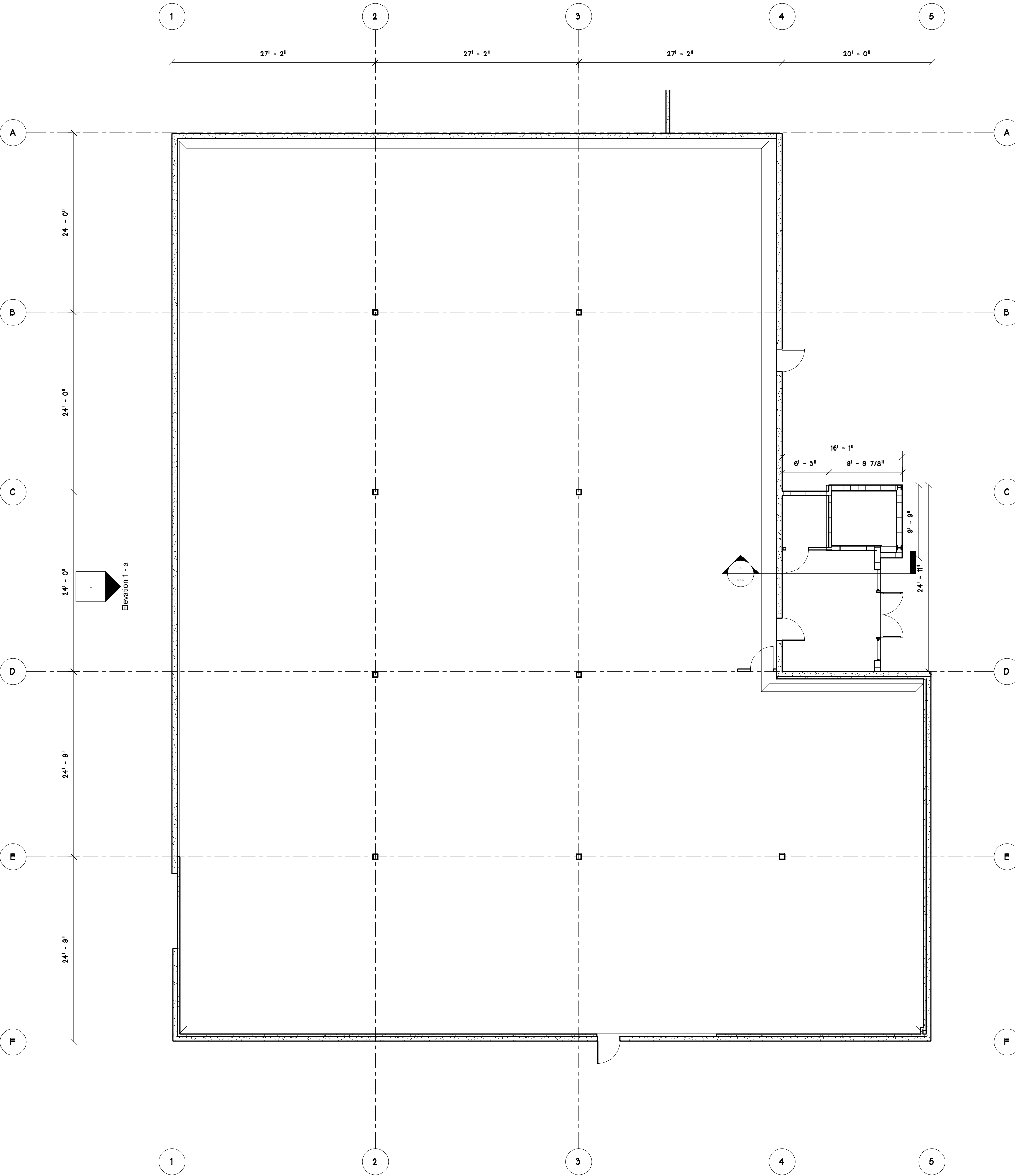
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**P2.3**  
FILE NAME:

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fx: (831) 464-4323



AE Project #: 20080225 4605 West Walnut Street  
Soquel, California 95073-2446





Building Grid

1/8" = 1'-0"

**Design Loads**

OFFICE FLOOR LIVE LOAD = 50 PSF  
 FIRST FLOOR LOBBY & CORRIDOR LIVE LOAD = 100 PSF  
 SECOND FLOOR CORRIDOR LIVE LOAD = 80 PSF  
 BASIC ROOF LIVE LOAD = 20 PSF  
 BASIC WIND SPEED (3 SEC GUST) = 85 MPH - EXPOSURE B  
 SOIL SITE CLASS = B  
 SEISMIC DESIGN CATEGORY = D

**Geotechnical Engineer**

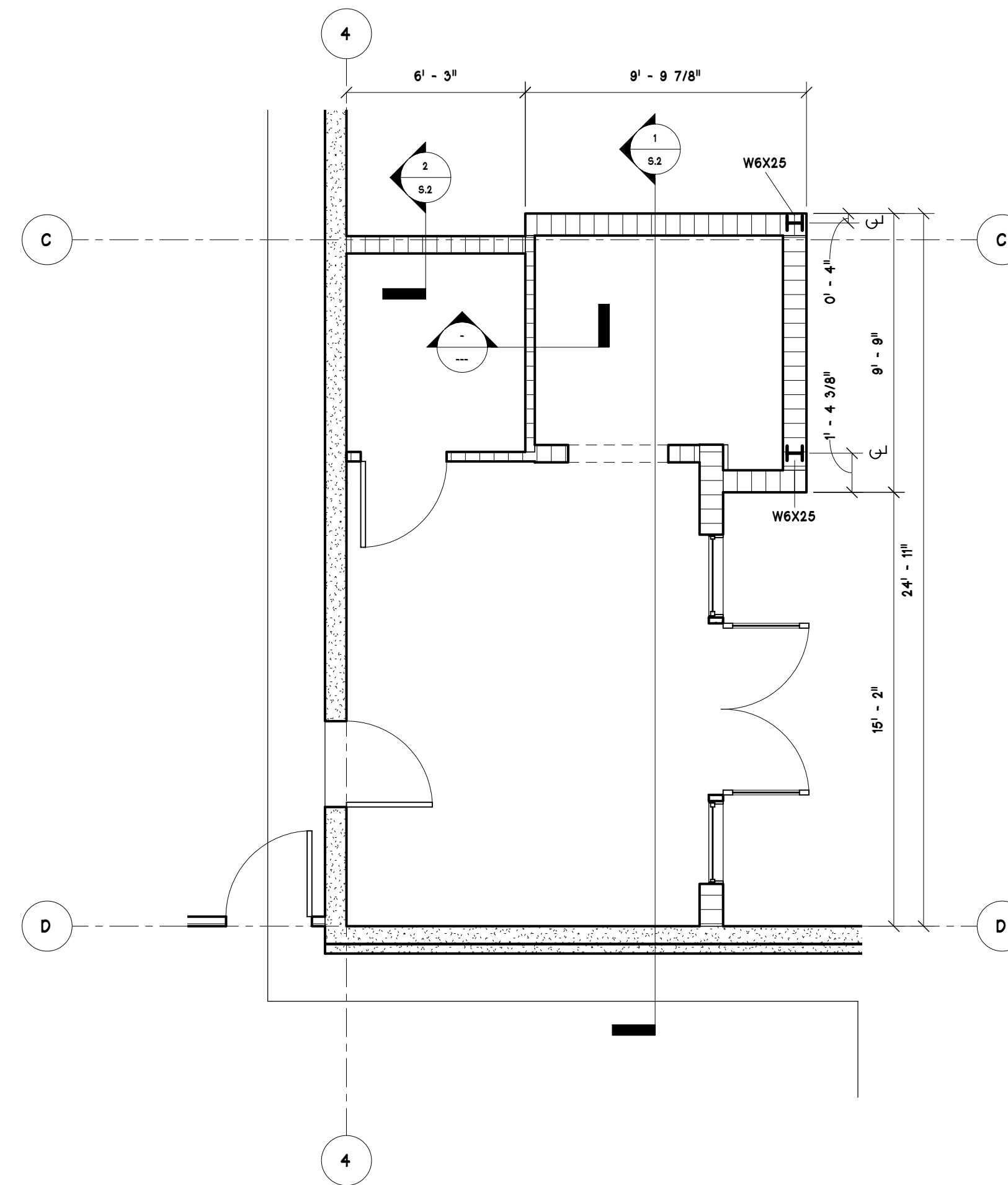
THE GEOTECHNICAL ENGINEER OF RECORD IS BAULDRY ENGINEERING AND THE GOVERNING REPORT IS #0839-SZ972-D45 DATED 12-08-2008

**General Notes**

1. ALL WORK SHALL COMPLY WITH THE 2007 CALIFORNIA BUILDING CODE.
2. FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING THE WORK.
3. ALL BOLTS SHALL CONFORM TO A.S.T.M. A307. U.N.C.

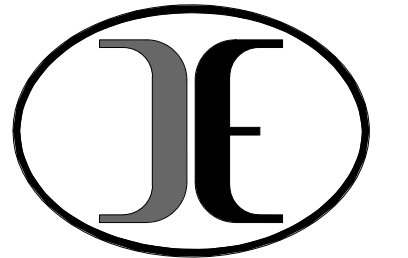
**Special Inspection Notes**

1. GEOTECHNICAL OBSERVATION AND TESTING OF THE SITE PREPARATION, GRADING, FOUNDATION EXCAVATION, FILL PLACEMENT AND COMPACTION TESTING IS REQUIRED AND SHALL BE PERFORMED BY THE BAULDRY ENGINEERING.
2. OTHER SPECIAL INSPECTION SHALL BE BY D & M CONSULTING ENGINEERS INC. EPOXY SET REBAR DOWELS REQUIRE SPECIAL INSPECTION SHOP AND FIELD WELDING REQUIRE SPECIAL INSPECTION AND ALL FULL PENETRATION WELDS SHALL BE 100% TESTED ULTRASONICALLY.
3. REFER TO CITY OF SANTA CRUZ SPECIAL INSPECTION AGREEMENT FORM FOR ADDITIONAL REQUIREMENTS.



Lobby Addition

1/4" = 1'-0"



**IFLAND ENGINEERS**

5200 SOQUEL AVENUE,  
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 www.iflandengineers.com

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 SANTA CRUZ, CA 95060

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**08063**

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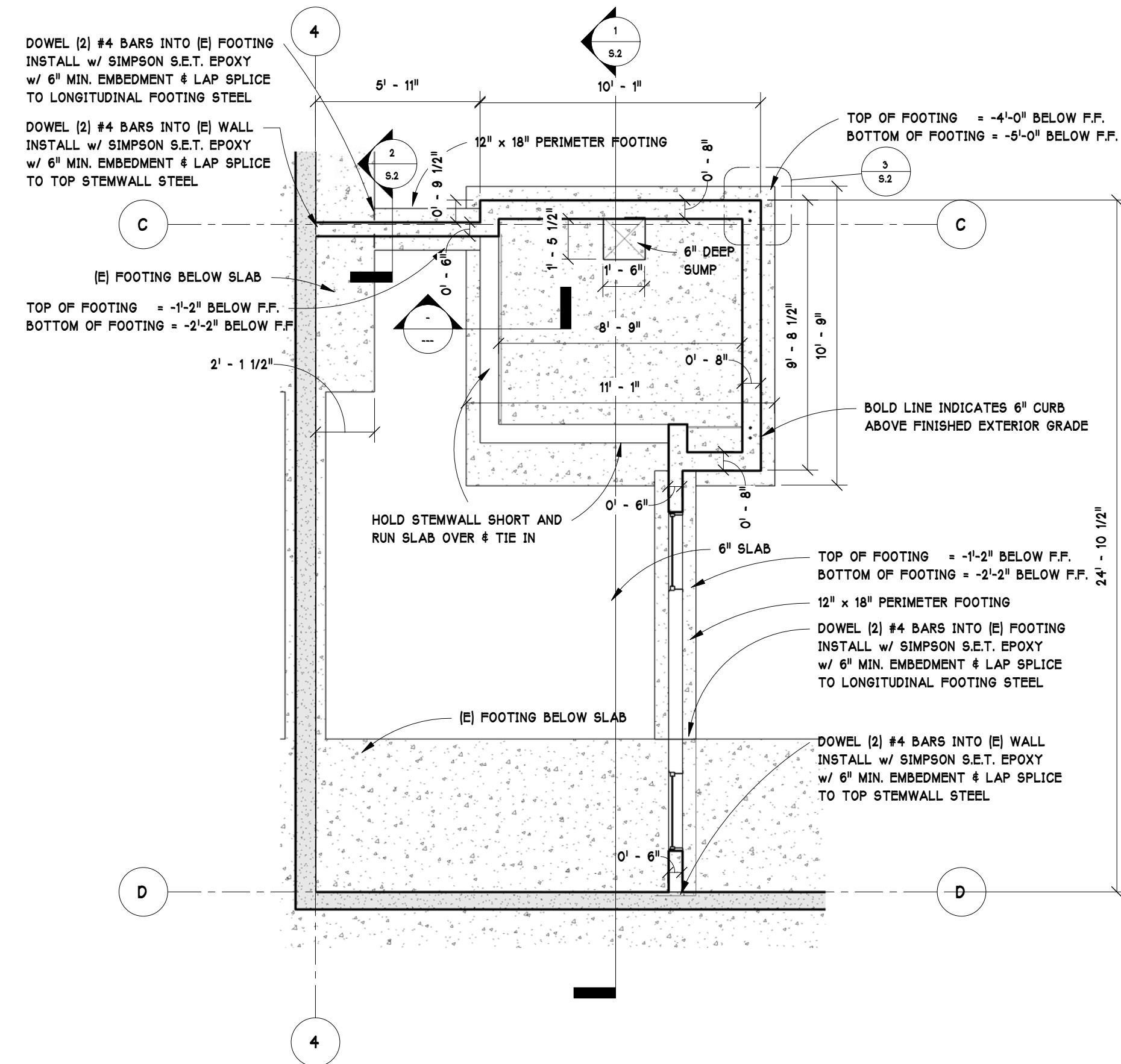
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EXISTING LAYOUT  
 & LOBBY ADDITION

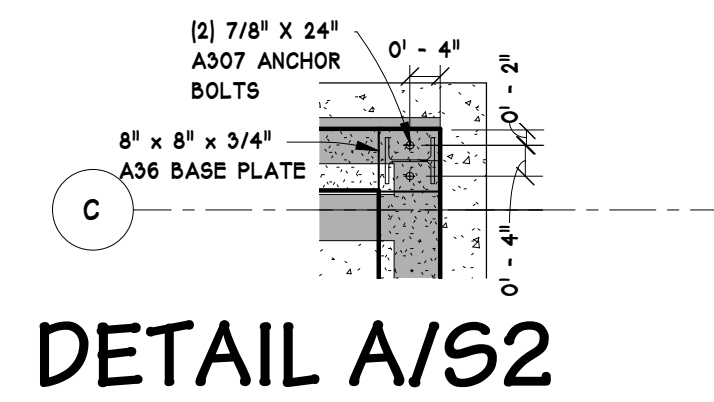
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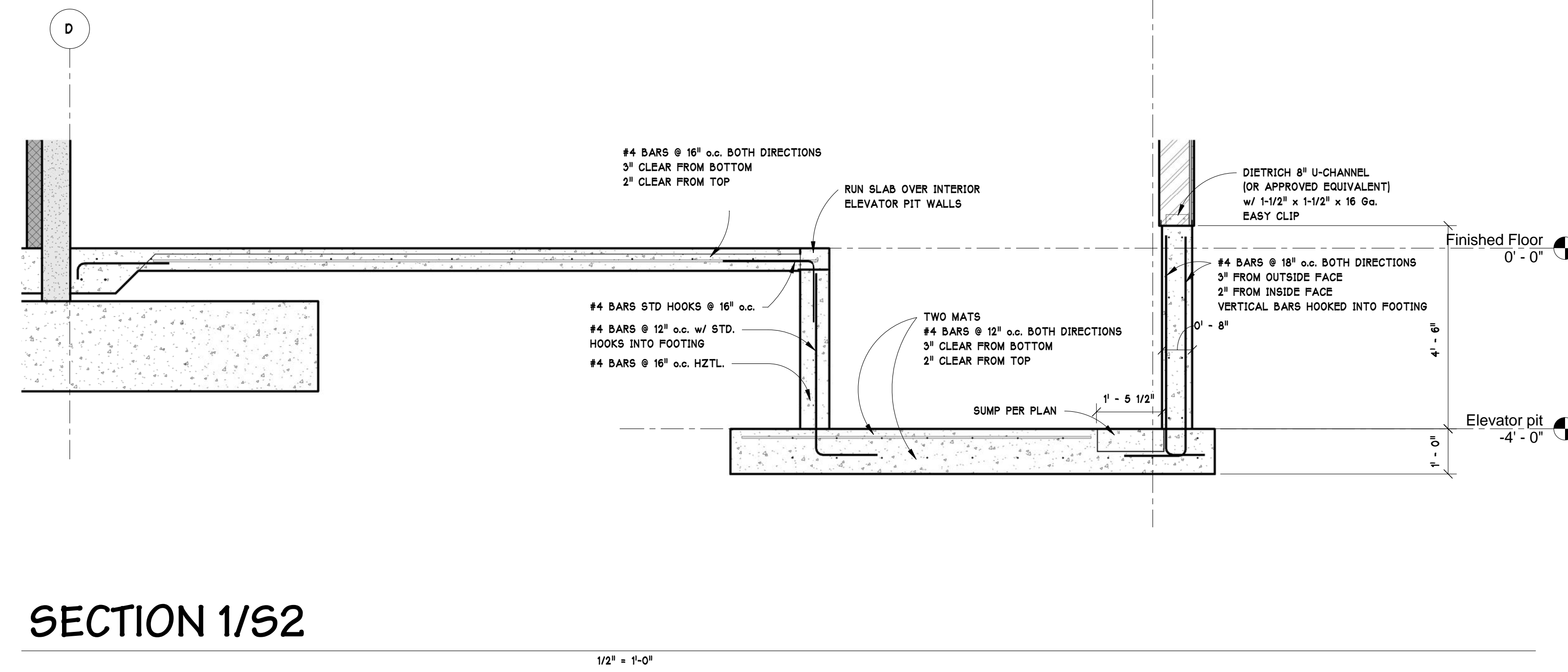
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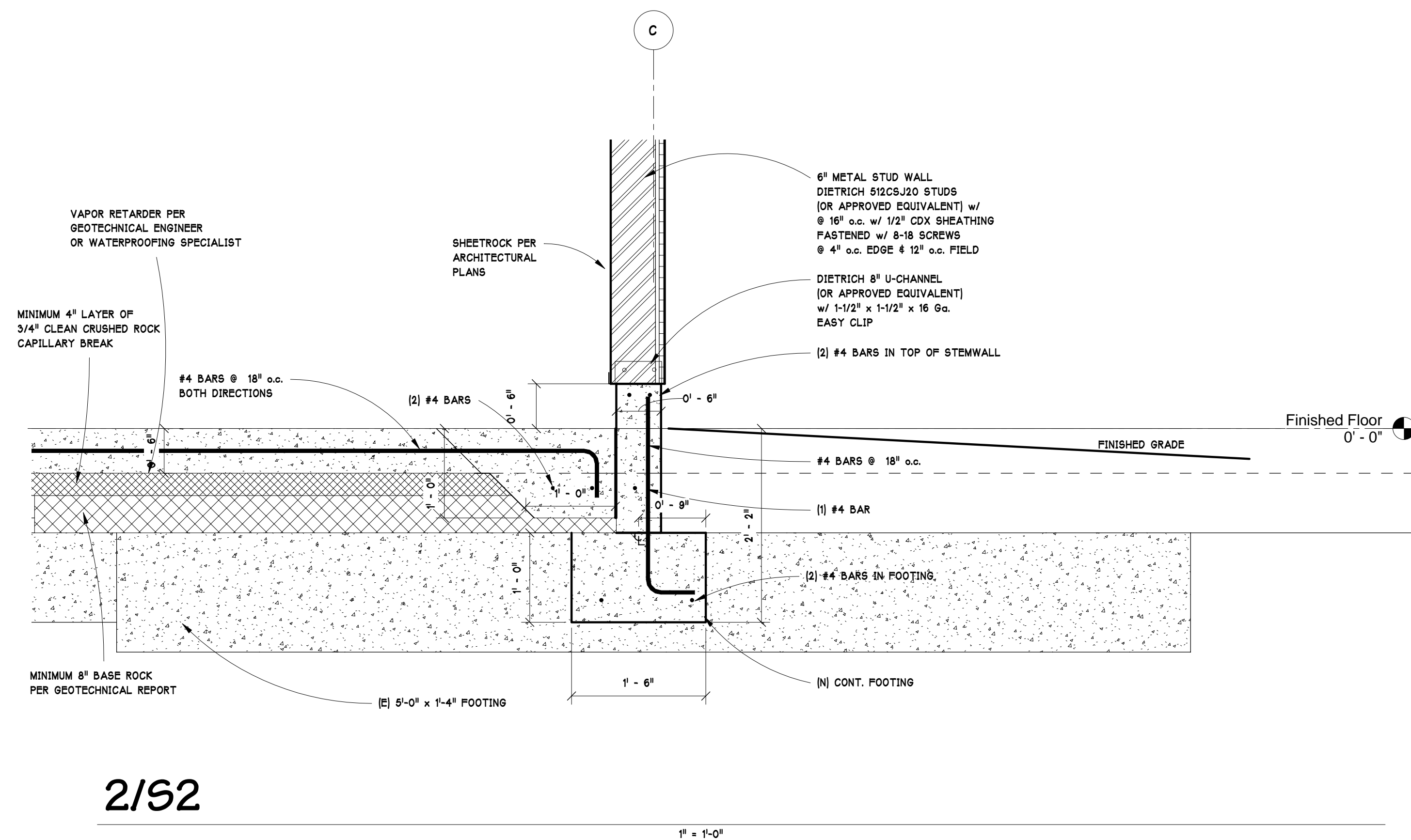
Foundation Plan



DETAIL A/S2



SECTION 1/S2



2/S2

Foundation Notes

1. THE FOOTINGS SHALL BE EMBEDDED A MINIMUM OF 18 INCHES BELOW THE LOWEST ADJACENT GRADE, AND THE CAPILLARY BREAK SHALL BE UNDERLAIN BY A MINIMUM OF 8 INCHES OF CLASS 2 ENGINEERED FILL COMPACTED PER THE GEOTECHNICAL REQUIREMENTS.
2. CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS.
3. ALL ANCHOR BOLTS SHALL CONFORM TO A.S.T.M. A307 UNLESS OTHERWISE NOTED.
4. REINFORCING STEEL SHALL BE GRADE 60 AND SHALL COMPLY WITH ASTM A-615. LAP BARS A MINIMUM OF 48 BAR DIAMETERS AT ALL SPLICES, CORNERS, AND INTERSECTIONS (18" MIN).



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FOUNDATION PLAN

SHEET NO.:

52

FILE NAME:

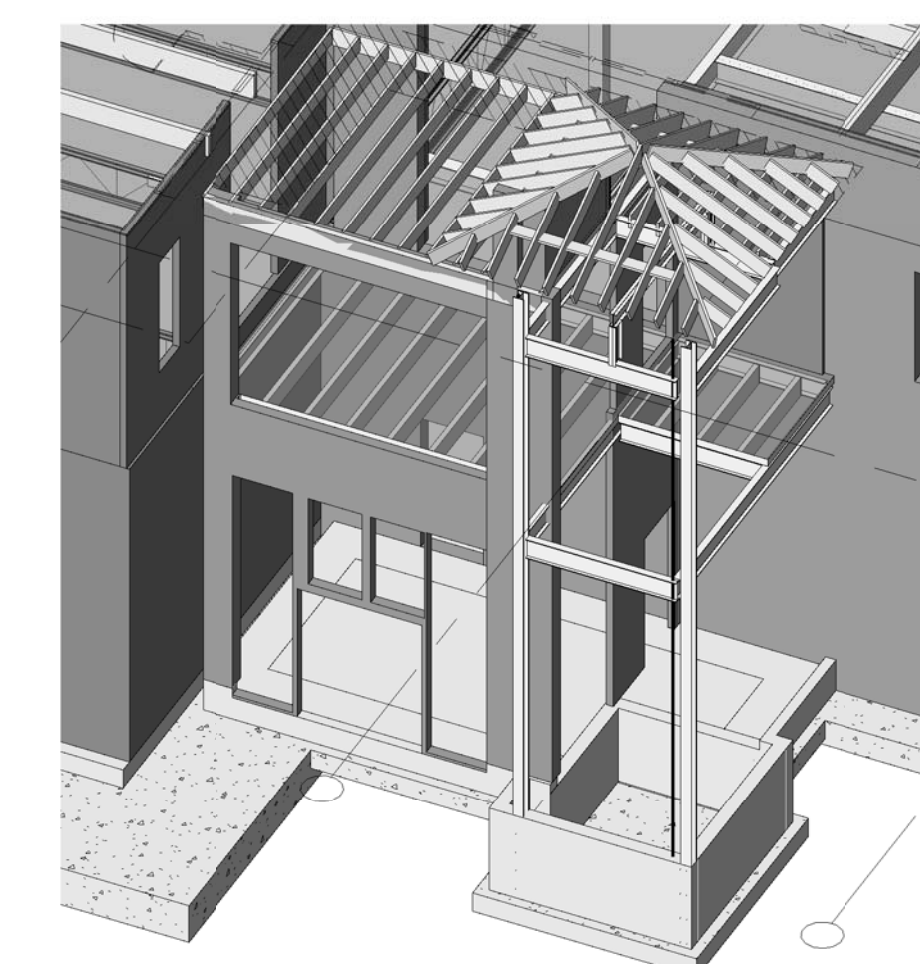




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**Framing Isometric**

**LIGHT GAGE WALL FRAMING NOT SHOWN FOR CLARITY**

**SEE SHEET SB FOR ADDITIONAL LIGHT GAGE FRAMING DETAILS**

**Framing Notes**

1. ALL HOT ROLLED STRUCTURAL STEEL TO BE A992
2. ALL LIGHT GAGE STEEL FRAMING TO BE GRADE 50.
3. ALL ANCHOR BOLT MATERIAL TO BE A307 U.N.O.
4. ALL FIELD WELDING REQUIRES SPECIAL INSPECTION
5. ALL EPOXY SET RODS AND BOLTS REQUIRE SPECIAL INSPECTION.



**110 VERNON ST. REMODEL**

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SANTA CRUZ, CA 95060

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PRINT DATE:

PLOT DATE: ---

DRAWN BY: JLM

CHECKED BY:

SET ISSUED:

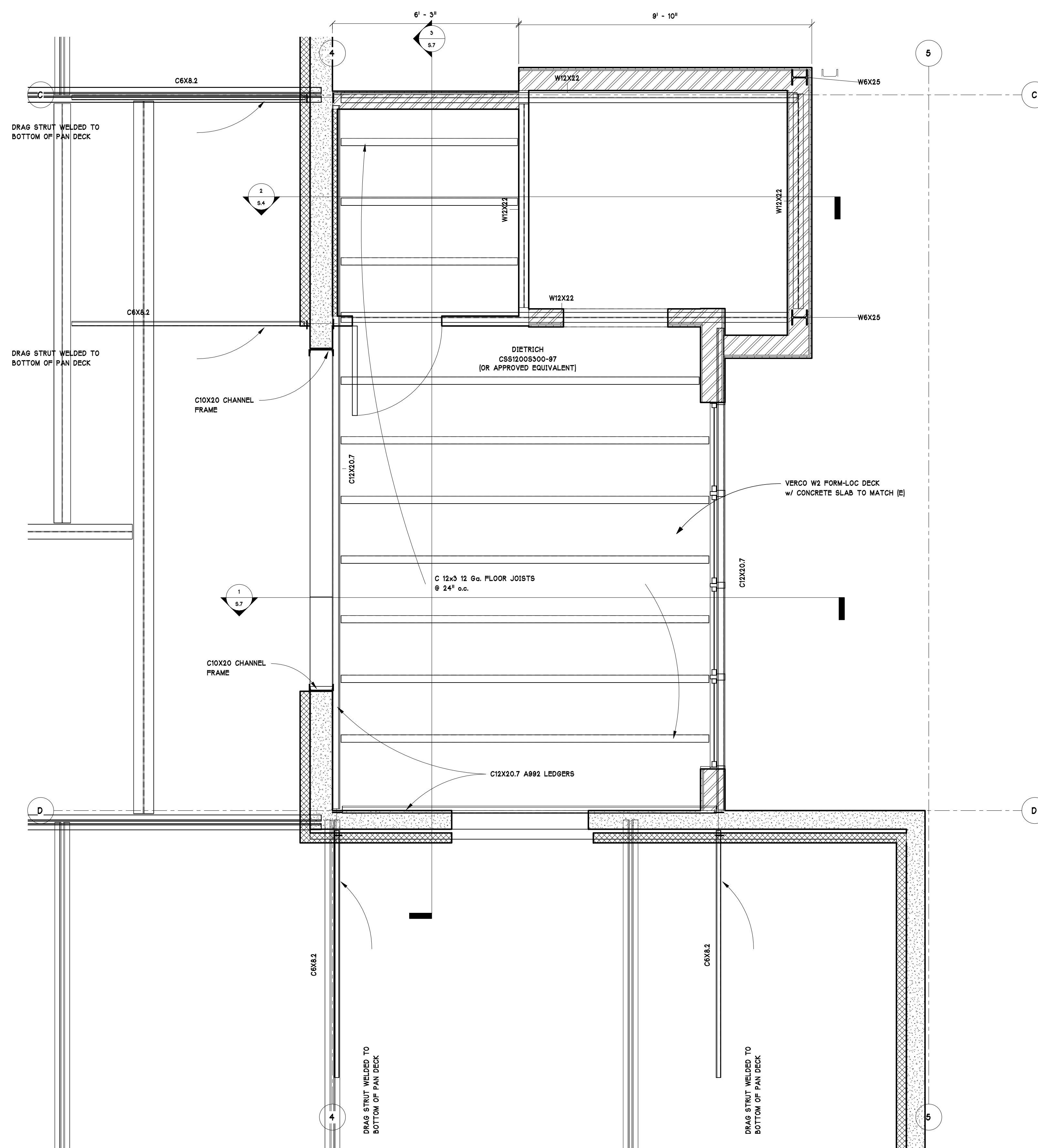
SHEET NAME:

**ADDITION  
SECOND FLOOR  
FRAMING PLAN**

SHEET NO.:

**S3**

FILE NAME:



**2nd Floor Framing**

1/2" = 1'-0"

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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON STREET  
 SANTA CRUZ, CA 95060

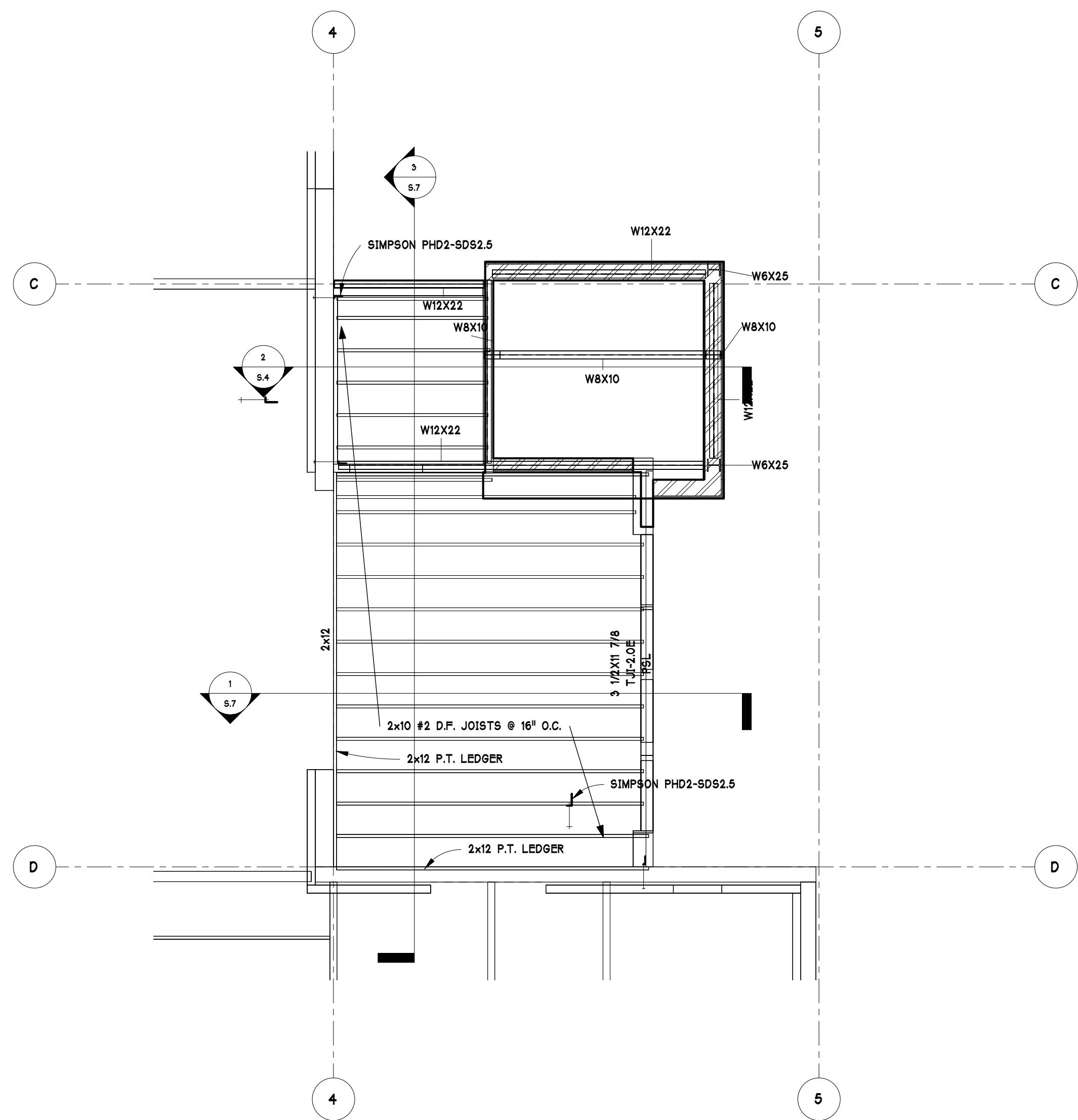
JOB NO.  
**08063**  
 PRINT DATE:  
 PLOT DATE: ---  
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 CHECKED BY:  
 SET ISSUED:

SHEET NAME:  
**ADDITION ROOF  
 FRAMING PLAN**

SHEET NO.:

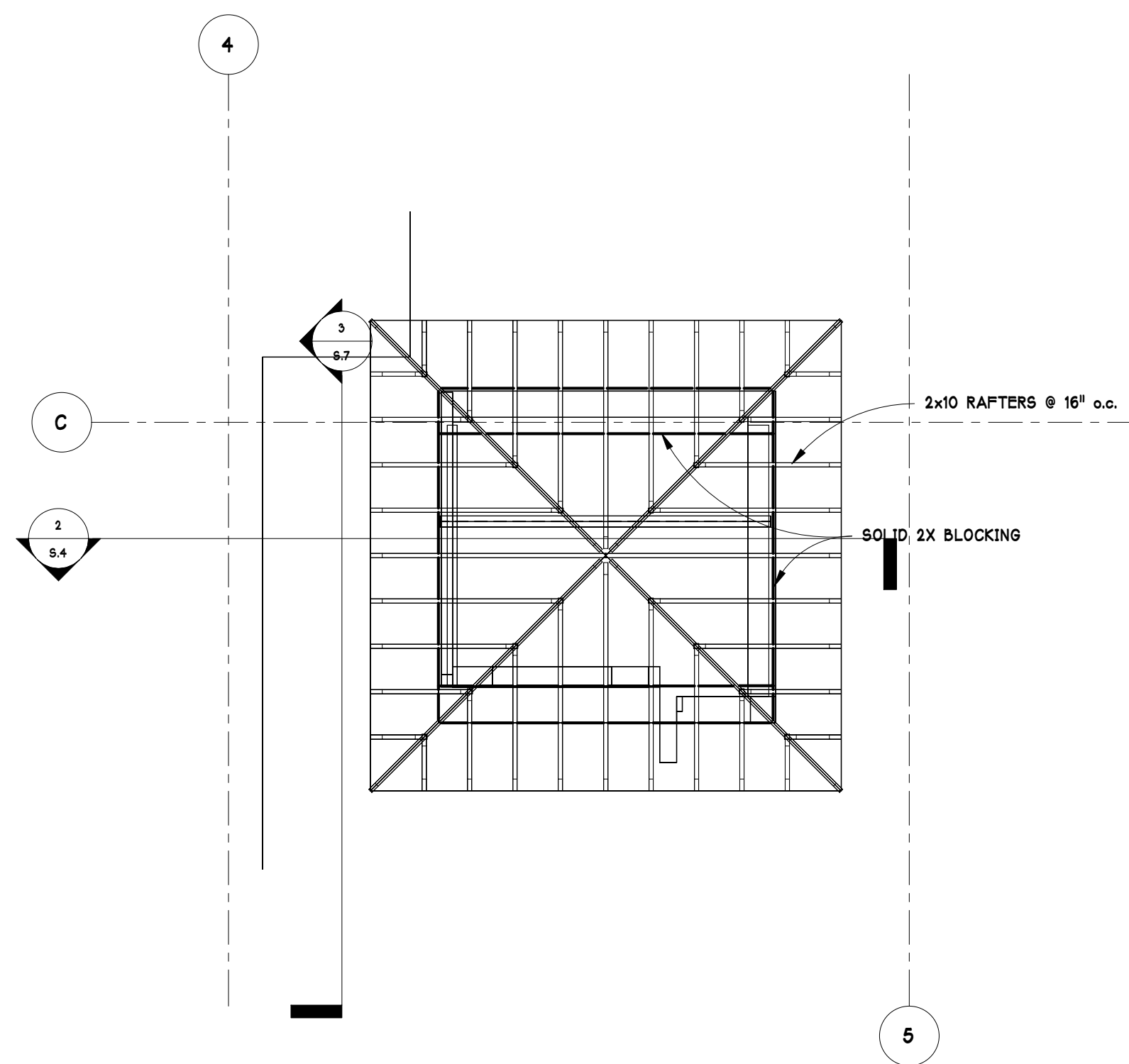
**S4**

FILE NAME.:



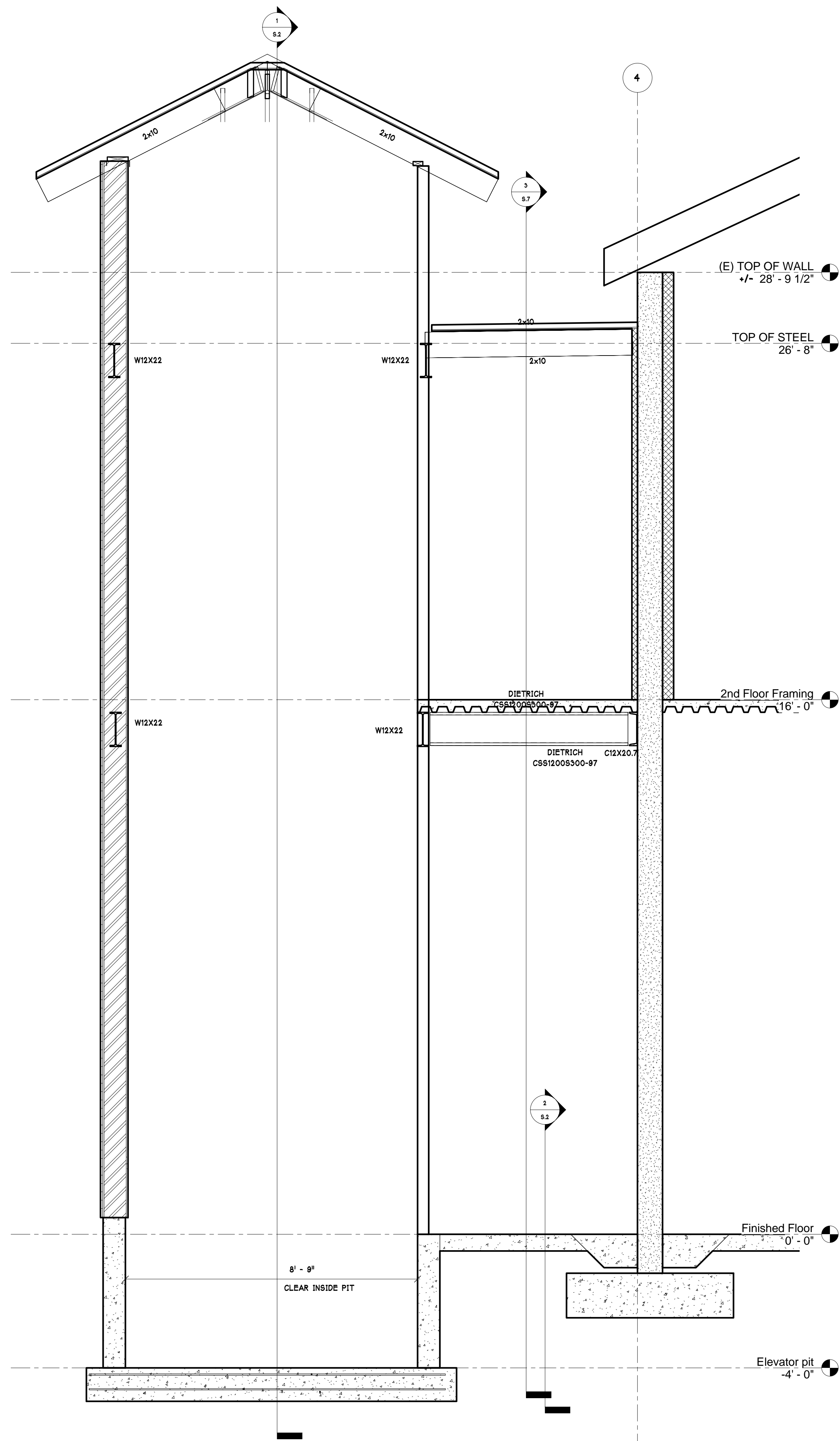
**Roof Framing Plan**

1/4" = 1'-0"



**Tower Roof Framing Plan**

1/4" = 1'-0"



**Section 2A**

1/2" = 1'-0"





**IFLAND  
ENGINEERS**

5200 SOQUEL AVENUE,  
SUITE 102,  
SANTA CRUZ, CA 95062  
TEL (831) 426-5313  
FAX (831) 426-1763  
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**110 VERNON ST. REMODEL**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
110 VERNON STREET  
SANTA CRUZ, CA 95060

JOB NO:  
**08063**

PRINT DATE:

PLOT DATE:

DRAWN BY: JLM

CHECKED BY:

SET ISSUED:

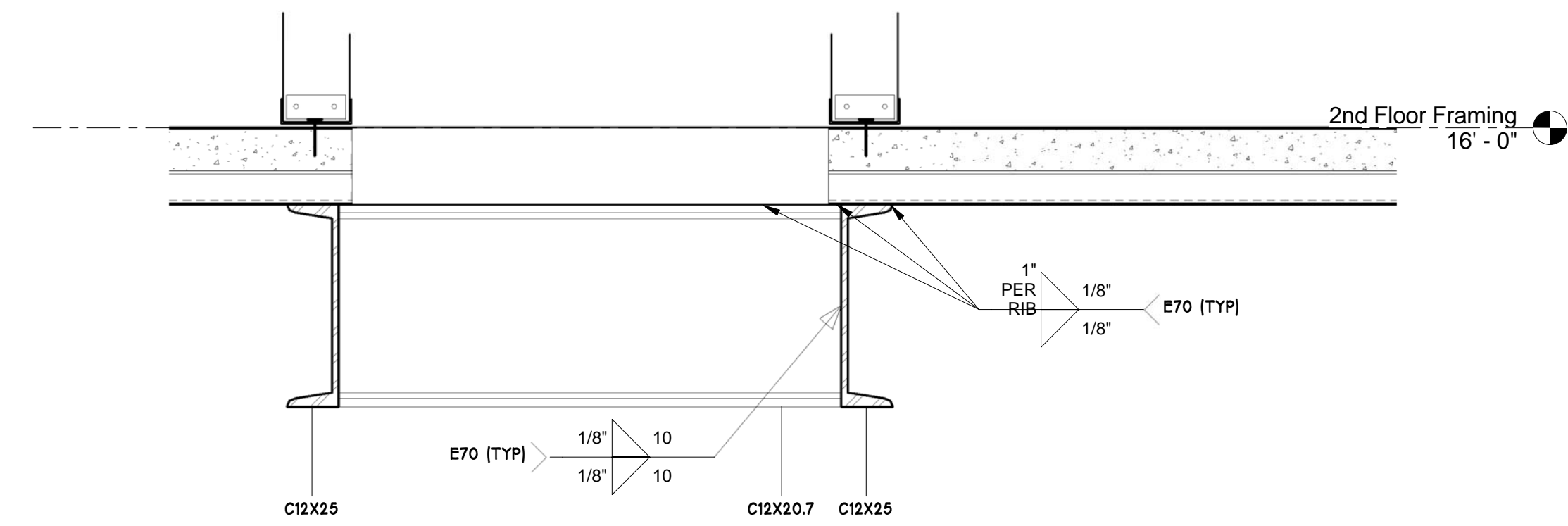
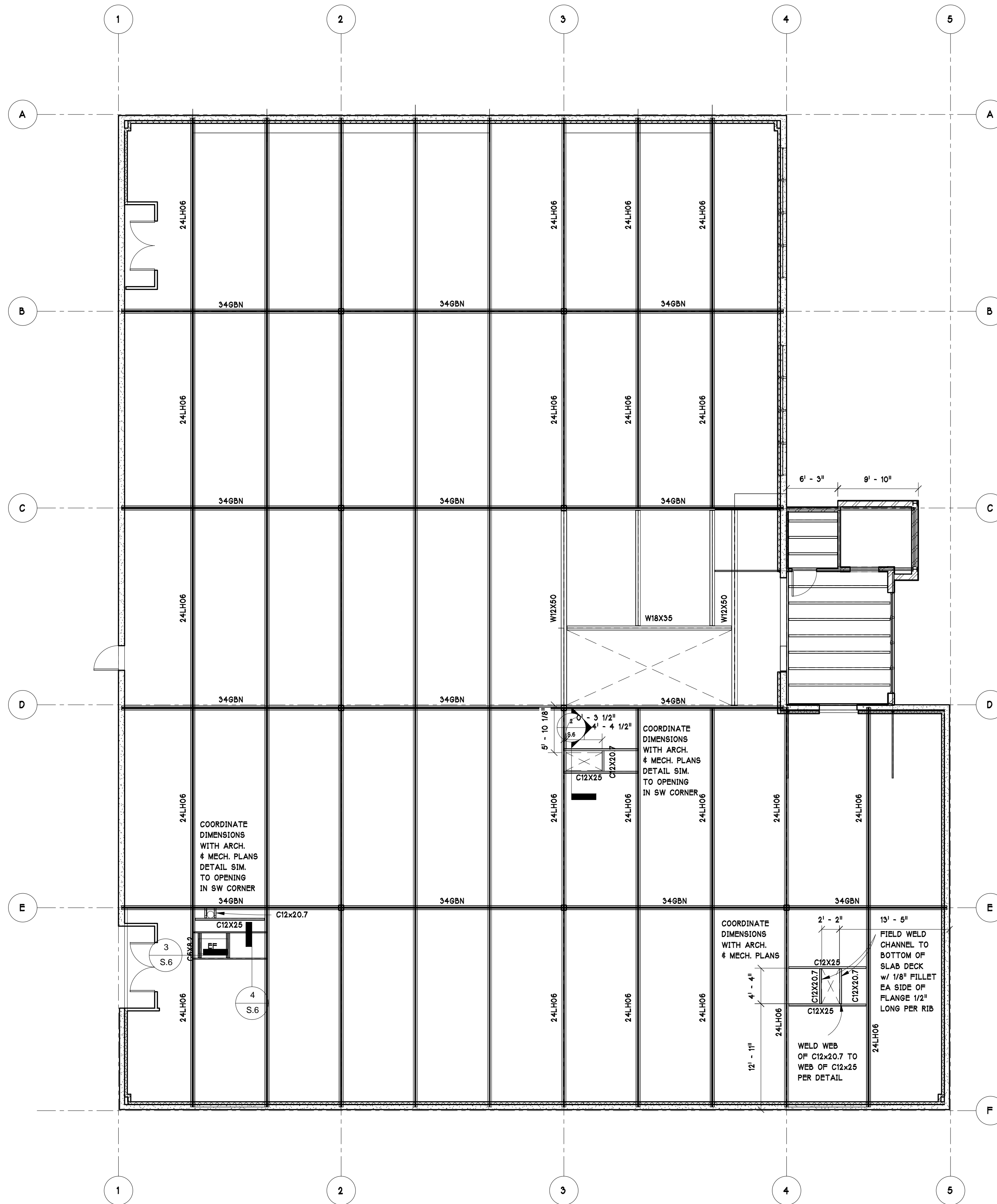
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**EXISTING BUILDING  
FLOOR FRAMING  
MODIFICATIONS**

SHEET NO.:

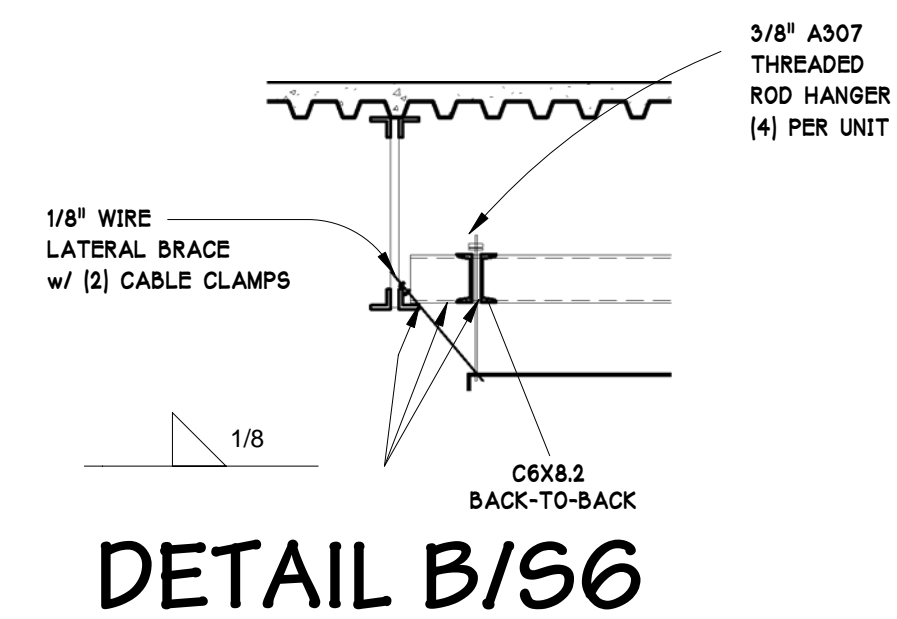
**S6**

FILE NAME:

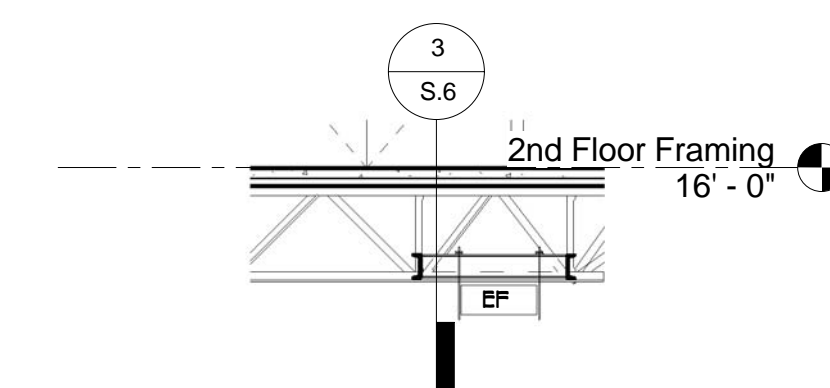


**5/56**

1 1/2" = 1'-0"



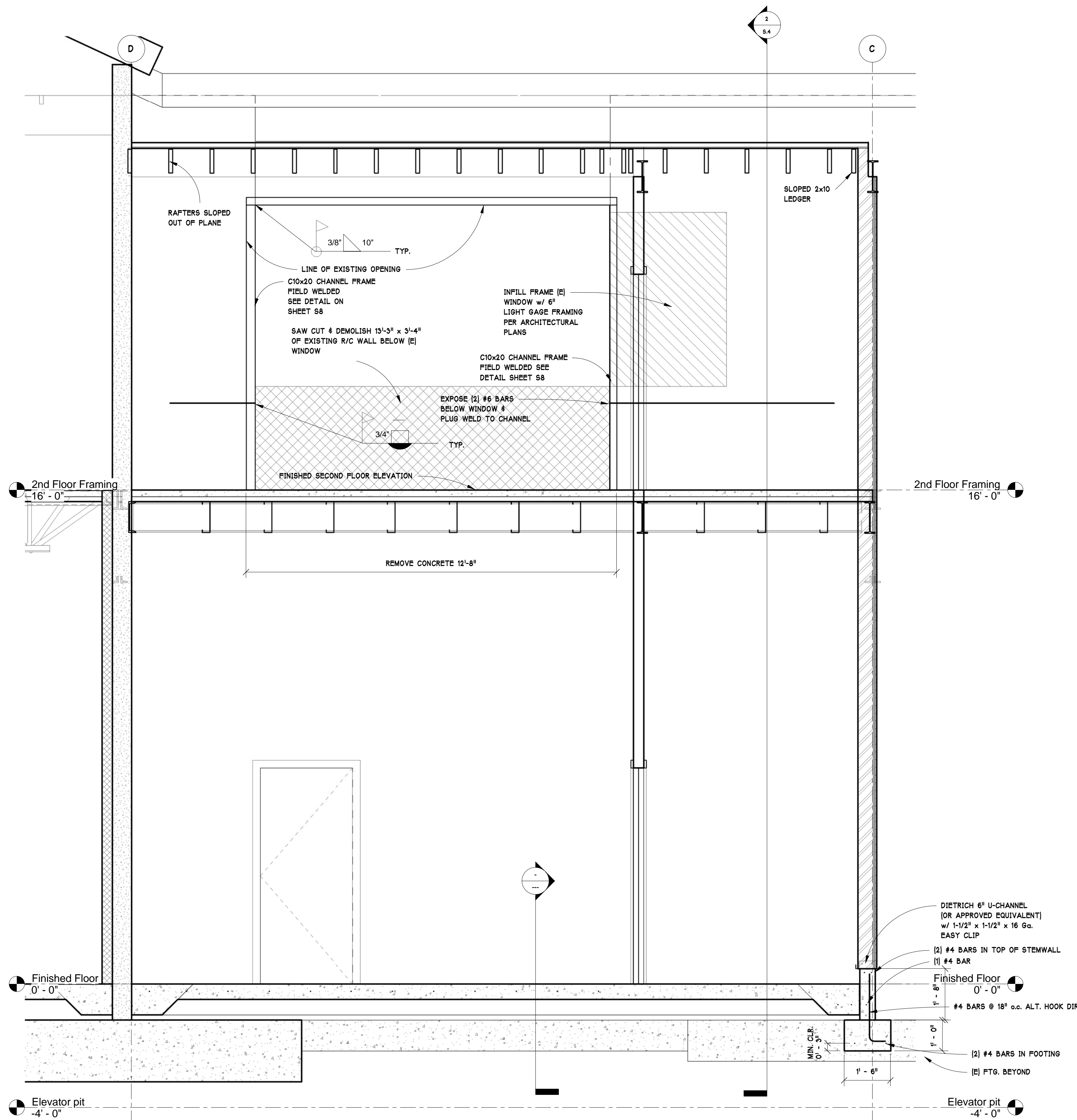
1/2" = 1'-0"



1/4" = 1'-0"

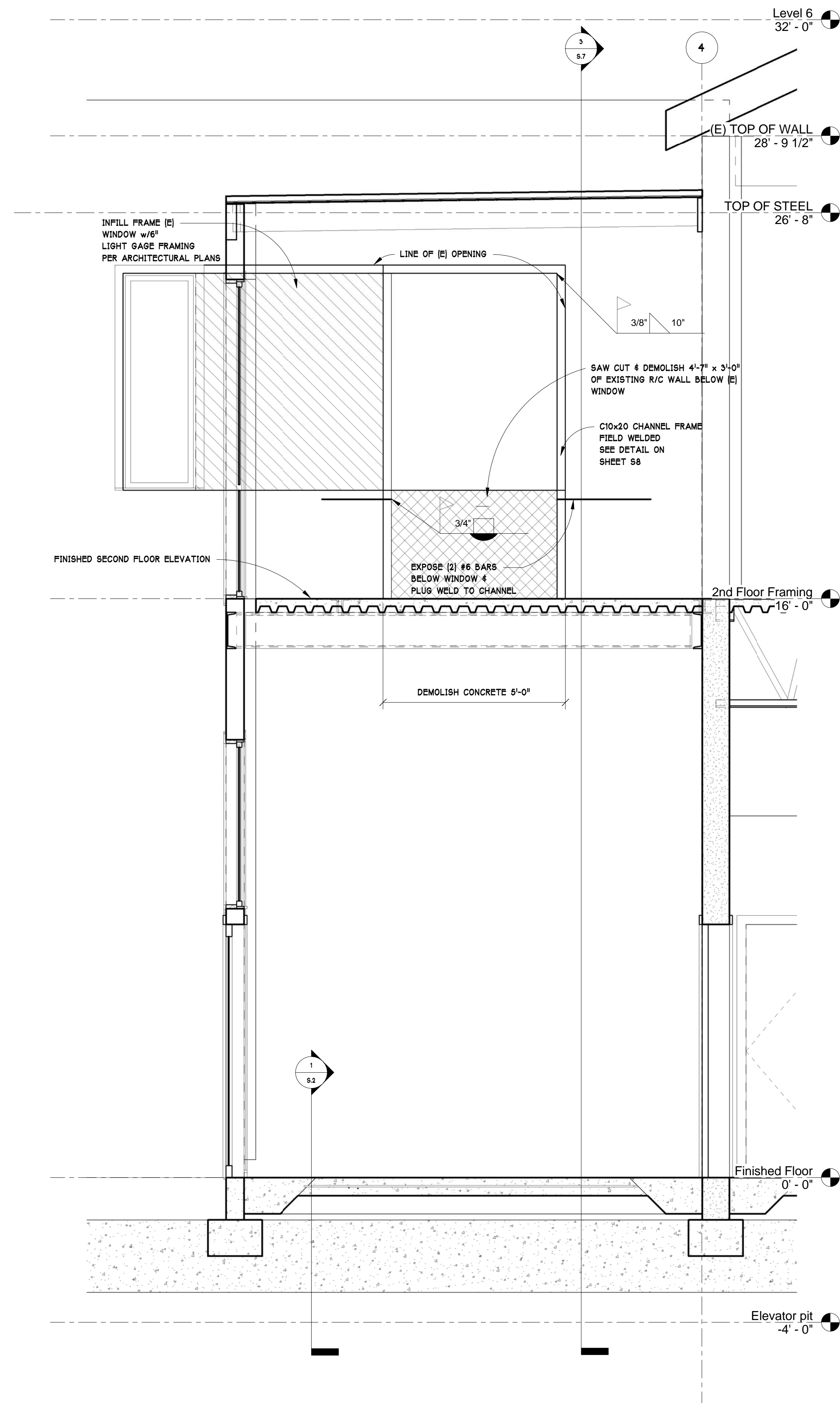
**Building 2nd Floor Framing**

1/8" = 1'-0"



Section 3

1/2" = 1'-0"



Section 4

1/2" = 1'-0"

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110 VERNON ST. REMODEL

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 110 VERNON STREET  
 SANTA CRUZ, CA 95060

JOB NO.  
**08063**

PRINT DATE:

PLOT DATE:

DRAWN BY: JLM

CHECKED BY:

SET ISSUED:

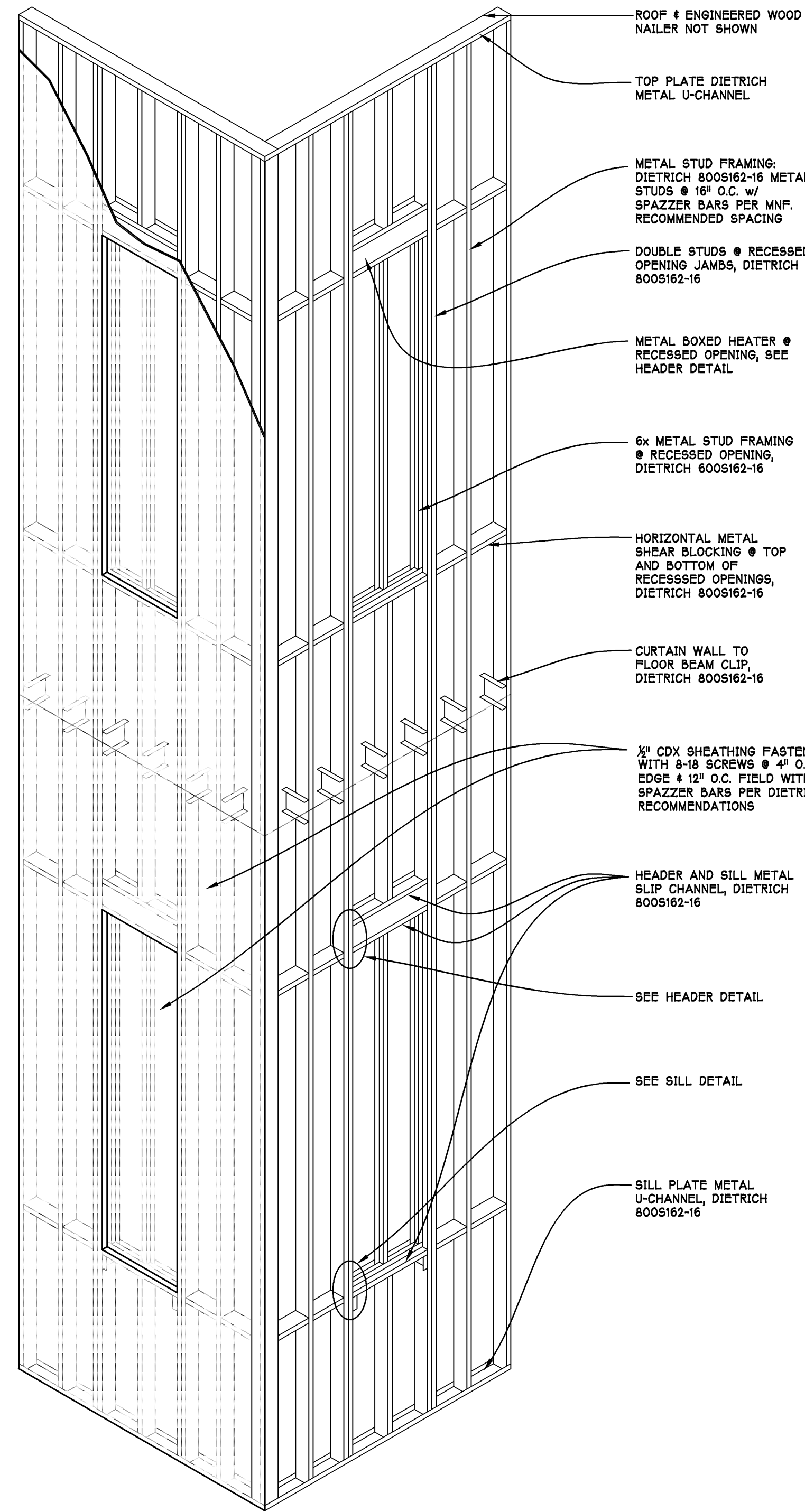
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ADDITION SECTIONS

SHEET NO.:

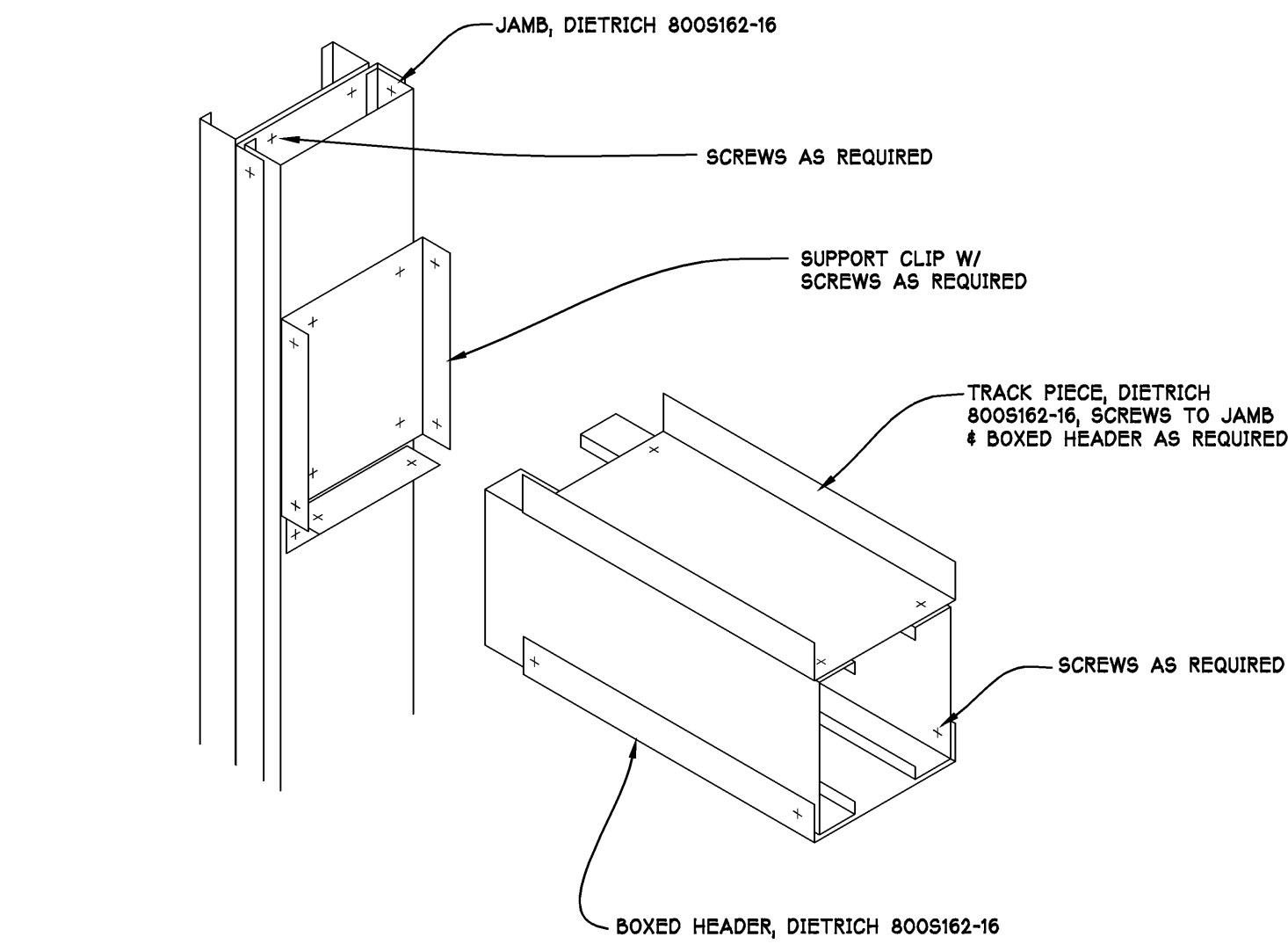
**S7**

FILE NAME:

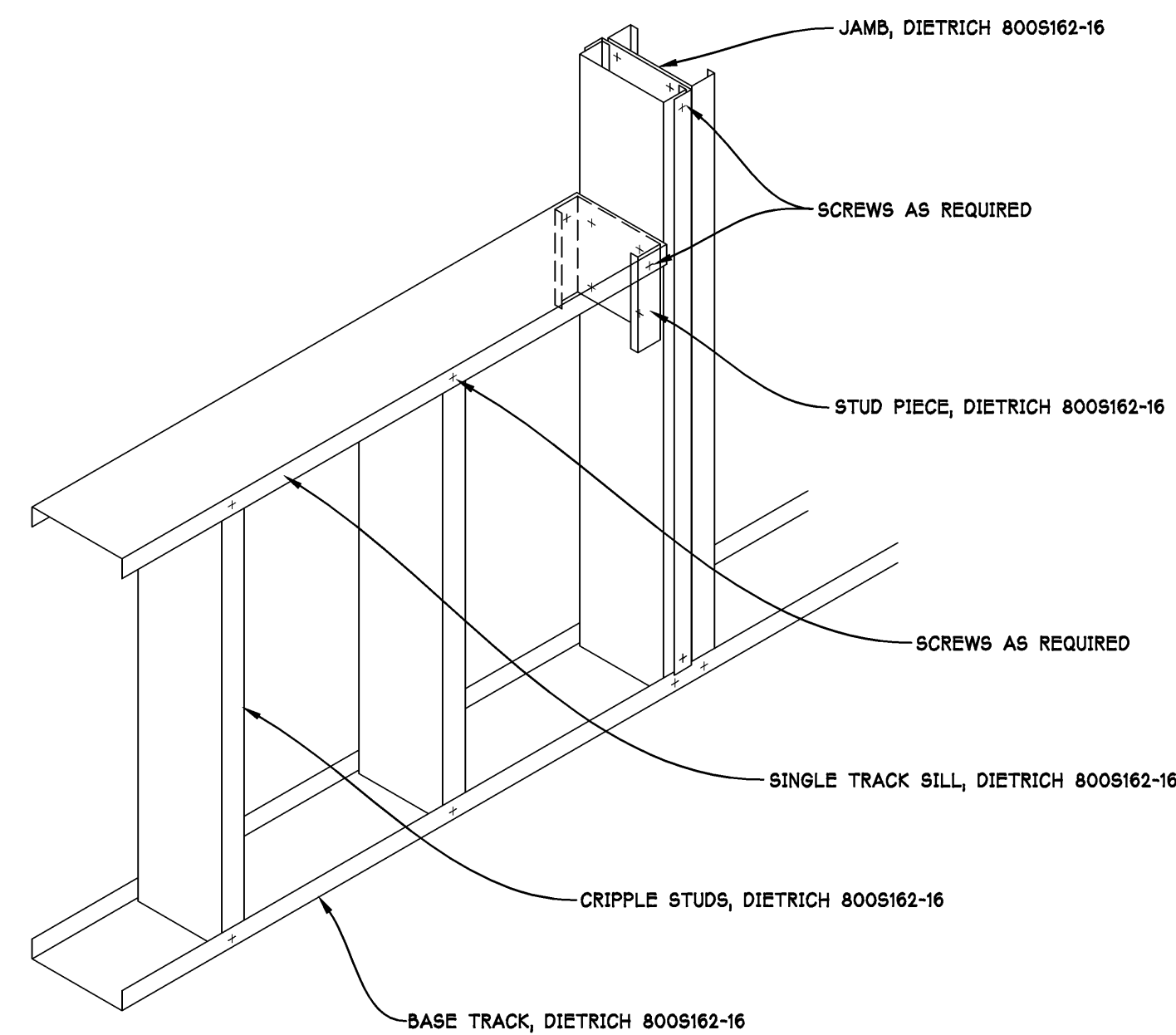


- ROOF # ENGINEERED WOOD NAILER NOT SHOWN
- TOP PLATE DIETRICH METAL U-CHANNEL
- METAL STUD FRAMING: DIETRICH 800S162-16 METAL STUDS @ 16" O.C. w/ SPAZZER BARS PER MNF. RECOMMENDED SPACING
- DOUBLE STUDS @ RECESSED OPENING JAMBS, DIETRICH 800S162-16
- METAL BOXED HEADER @ RECESSED OPENING, SEE HEADER DETAIL
- 6x METAL STUD FRAMING @ RECESSED OPENING, DIETRICH 800S162-16
- HORIZONTAL METAL SHEAR BLOCKING @ TOP AND BOTTOM OF RECESSED OPENINGS, DIETRICH 800S162-16
- CURTAIN WALL TO FLOOR BEAM CLIP, DIETRICH 800S162-16
- 3/4" CDX SHEATHING FASTENED WITH 8-18 SCREWS @ 4" O.C. EDGE @ 12" O.C. FIELD WITH SPAZZER BARS PER DIETRICH RECOMMENDATIONS
- HEADER AND SILL METAL SLIP CHANNEL, DIETRICH 800S162-16
- SEE HEADER DETAIL
- SEE SILL DETAIL
- SILL PLATE METAL U-CHANNEL, DIETRICH 800S162-16

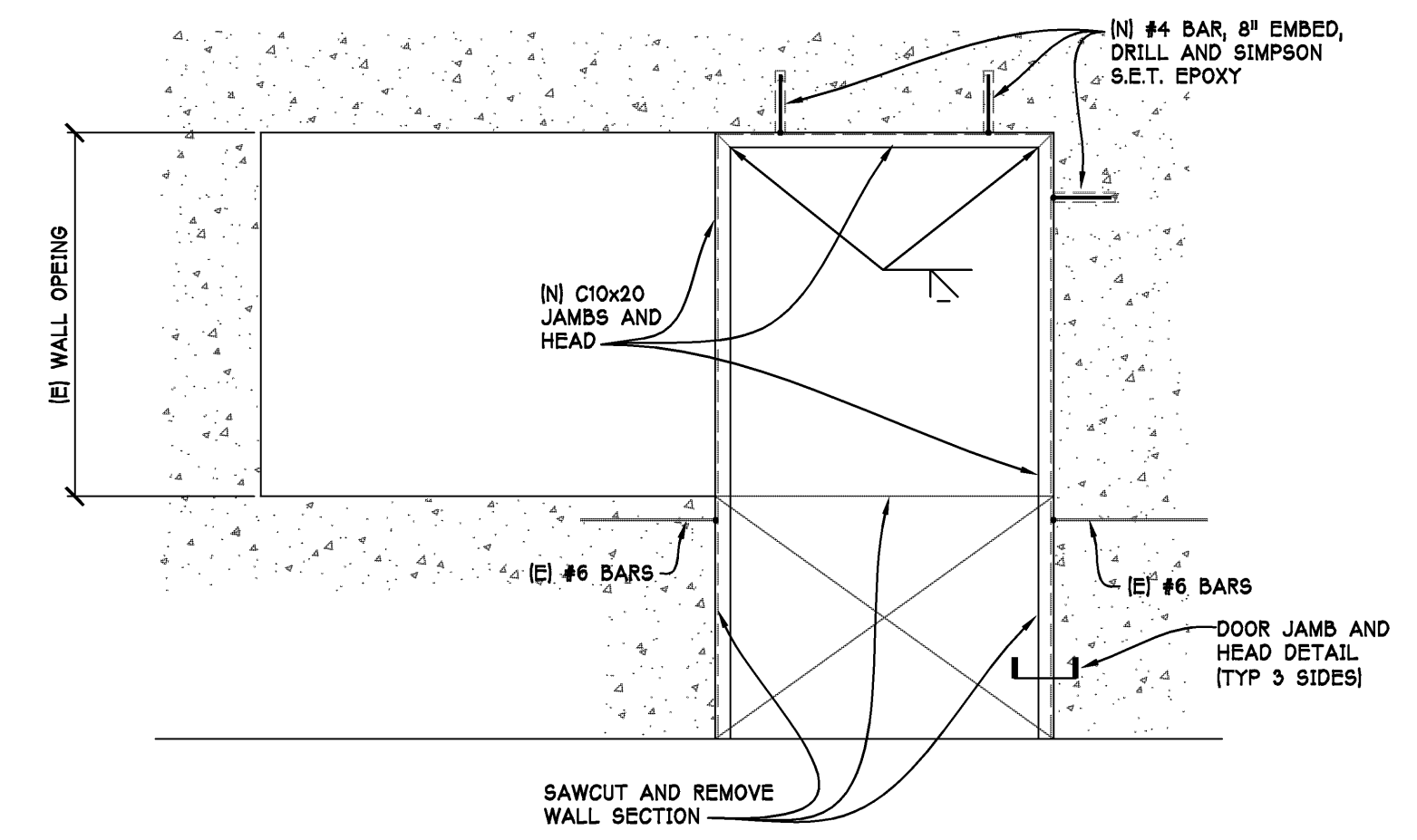
**Light Gage Wall Framing w/  
Recessed Panels**



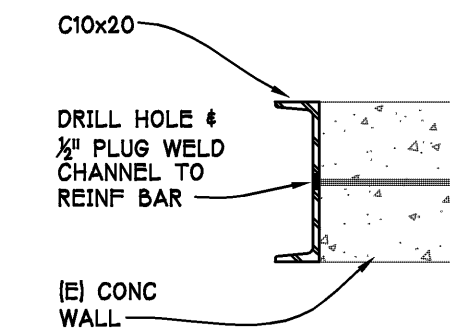
**Header Detail**



**Sill Detail**



**Door Opening Elevation**  
1/2" = 1'-0"



**Door Head & Jamb Detail**  
1" = 1'-0"



## **ADDENDUM NO. 1**

**Date of Issue: March 13, 2009**

### **Invitation for Bids (IFB) No. 09-10**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
For Construction Remodel Of The Building Located At  
110 Vernon Street, Santa Cruz**

**BIDS DUE: March 24, 2009 @ 2:00 PM, PST**

Notice is hereby given that the Santa Cruz Metropolitan Transit District, Santa Cruz, State of California is providing the following clarifications, modifications, additions and / or deletions to the Invitation for Bids (IFB) No. 09-10 for construction remodel of the building located at 110 Vernon Street, Santa Cruz. This Addendum shall become a part of the original IFB as issued by the Santa Cruz Metropolitan Transit District **and the bid date and time remain unchanged at March 24, 2009 @ 2:00 PM, PST.**

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

All questions concerning this Addendum shall be in writing and referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address [llongnecker@scmttd.com](mailto:llongnecker@scmttd.com).

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

#### **1. ADDENDUM CONTENT:**

1.1 **Addendum No. 1:** 4 pages –plus Attachments:

- Attachment A: The minutes of the pre-bid meeting conducted on February 27, 2009 with the list of attendees.
- Attachment B: REVISED Table of Contents for Volume 2 Project Specifications
- Attachment C: REVISED specification section 088000-GLAZING
- Attachment D: Add Specification Section 167000-COMMUNICATIONS
- Attachment E: Plan holder's list as of March 13, 2009.
- SK Drawings (16 Sheets)

2. **CHANGES TO PREVIOUS ADDENDA:** (None)

3. **BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 In the Spec book (Volume 1, Part I, article 1.12) under Bid Contents documents 12-16 are miss numbered. It shows L. Completed Disadvantage Business Enterprise (DBE) Certificate (Bid Document 12). Document 12 reads Completed Statement of Compliance. Is there a bid form missing for Disadvantage Business Enterprise (DBE) or do I need to get a certificate?

**Answer: Revise Part I, Article 1.12, items L through P as follows:**

- L. ~~Completed Disadvantaged Business Enterprise (DBE) Certificate (Bid Form-Documnt 12) Deleted~~
- M. Completed Statement of Compliance (Bid Form-Documnt 12)
- N. Apprenticeship Employment Certification (Bid Form-Documnt 13)
- O. Completed Workers' Compensation Certification (Bid Form-Documnt 14)
- P. Completed Conflict of Interest Statement (Bid Form-Documnt 15).

3.2 Is Builders Risk Earthquake & Flood under this scope of work? If yes than is it covered by the contractor?

**Answer: Refer to page PART IV-7, Article 21. RISK OF LOSS OR DAMAGE. If contractor is providing insurance in excess of 5 percent, contractor shall itemize this cost as a separate line item on their submitted bid.**

3.3 Is this project State funded, Federally funded or both?

**Answer: The project is State funded but the Federal terms and conditions provided in this IFB will apply to any contract awarded for this project.**

3.4 Project documents state 100 days (14.2 weeks) construction schedule. This would also include the completion of the elevator. I have been able to contact 2 of the 3 listed elevator subcontractors and the time line durations were very similar. The durations were as follows:

- Submittal from subcontractor to GC and to owner for review - 2 weeks
- Review from Architect, fast track - 1 week
- Manufacturing of the elevator – 10 weeks
- Delivery time – 1 week
- Install of elevator – 4 weeks
- Total – 18 weeks

This timeline does not include them getting on the State Inspections Schedule and completely passing on the 1<sup>st</sup> time. All general contractors will face very similar time lines. Please contact the elevator contractors listed to see if somehow they will provide the project extra attention to the project and to any/all bidding general contractors.

**Answer: The project will be split into two phases, the elevator installation will be a separate phase. The Administration/Facilities Building phase will continue to be the same as the current scope of work in the IFB with the 100 calendar days. The elevator phase will consist of only the installation of the elevator which will be an additional 28 calendar days. The state inspection schedule will be determine when the elevator installation is complete.**

3.5 On plan sheet A2.6 there are operable windows indicated inside of the aluminum storefront frames. There is not a specification section provided for these windows. Please provide specifications.

**Answer: No specification is provided. The operable portion of the windows must be a system which is compatible with the manufacturer chosen from the list specified. This will be reviewed at the submittal stage.**

3.6 Spec section 084113.2.1.F.6 calls for thermal construction at the aluminum storefront doors. This is highly unusual for our climate and is over twice the cost of a non thermal door. Please verify that the doors are to have a thermal construction.

**Answer: Thermal construction is required for these doors. The bid must include this construction and hardware. You may include an alternate price to have single pane construction for the storefront doors as a value engineering consideration after the bid.**



1. *All exterior window and glass doors to be 1" dual glazed. Specification Section 088000 is modified per the following:*

*Sections 2.1 C, D, E, and F are deleted.*

*Added Section 2.2 C: "Basis of design: Solarban 60(2) clear glass, 1" dual glazed*

3.7 Request For Approved Equal, We have provided specifications for a storefront system we would like to bid with, U.S. Aluminum Brand. This is an equal product to Vistawall and Kawneer.

*Answer: We cannot accept substitutions for bidding purposes at this time. If you wish to submit an alternative price for a product that you want to propose as an acceptable alternate you should first bid the documents and specifications as provided, then provide an alternate pricing for the substitution. We have specified double "insulated" glazing for all new doors and windows.*

3.8 Regarding Voice/Data Requirements: I could not find voice/data specifications in the bid documentation. Only information was on the prints. Are there specific manufacturers you wish to use?

*Answer: Refer to item 5 below, Changes to Volume 2 Project Specifications, for the addition of Section 167000 Communications.*

3.9 Regarding Voice/Data Requirements: Which level of Cat6 cable do you require? Is it CMR or CMP?

*Answer: CMR- Non plenum as per the specification.*

3.10 Regarding Voice/Data Requirements: I assume any reference to Cat5 cable should be Cat6?

*Answer: Yes*

3.11 Regarding Voice/Data Requirements: Do you want to use raceway for the racks? Most installations use 12" raceway with top plates and wall brackets.

*Answer: We have called out providing the necessary J-Hooks required to insure a maximum of 12" of cable sag.*

3.12 Regarding Voice/Data Requirements: Are we to run fiber across street or just supply the fiber box?

*Answer: Fiber is only called out to be run across street and terminate in both electrical rooms, see Sheet E-0.2 which describes the fiber work.*

3.13 Regarding Voice/Data Requirements: Between the first and second floor terminals do you want only one Cat6? And do you want a 12 port patch panel like you have on the first floor?

*Answer: No, use only a single CAT6 interconnect between floors. Per the station outlets shown on our plans, there are sufficient patch panel ports on both floors. See sheets E-3 and E-4.*

3.14 Regarding Voice/Data Requirements: What are grounding requirements first and second floor terminals?

*Answer: First floor grounding is addressed in 2/E-3. Nothing specified for second floor, will probably have to add that as a change order.*

3.15 Regarding Voice/Data Requirements: Do you want double sided 2u horizontal cable management between all patch panels?

*Answer: 2RU rear wire management is called out above each patch panel in 2/E-4.*

3.16 The drawings indicate operable vents inside the storefront systems. The details show a minimal sightline type of vent, i.e. Kawneer - Glassvent, or similar products by other manufacturers. There is no specification for this type of window. Some of the windows are 7' AFF. If they are supplied with standard cam handles they will be very difficult to operate (if not impossible). It would require a ladder and pushing out! Please clarify the type of window and hardware desired as this greatly affects the cost.

*Answer: Provide a lever type latch or cam handles per mfg. To be reviewed at submittal stage.*

3.17 The thermal door specified is very expensive and is usually only seen in severe climates. Is this correct?

*Answer: see response to question 3.6 above.*

**4. CHANGES TO VOLUME 1 - IFB TERMS AND CONDITIONS:**

See question 3.1 above.

**5. CHANGES TO VOLUME 2 - PROJECT SPECIFICATIONS**

5.1 **REVISED** Table of Contents (SEE ATTACHMENT B)

5.2 **REVISED** specification section 088000-GLAZING (SEE ATTACHMENT C)

5.3 **ADD** specification section 167000-COMMUNICATIONS (SEE ATTACHMENT D).

**6. CHANGES TO CIVIL DRAWINGS: (None)**

**7. CHANGES TO ARCHITECTURAL DRAWINGS:**

1. Sheets A1.1 & A1.2: We have added truncated domes to these sheets in the approach to the traffic areas. Please see updated the details 8/A1.2 and 9/A1.2 and SK1-SK4 which show the areas where domes are required.
2. Sheets A2.3 & A2.4: Interior walls at Elevator are changed to wall type "K" – one hour. See change to A2.5. See SK5 & SK6
3. Sheet 5/A9.1 clarification, the elevator door is required to be one hour rated
4. Sheets A2.3 & A2.5: SK7
  - a. Doors 108 and E4 door swings are reversed. Door E4 is replaced with new door 118. See sheet A2.3 and door schedule sheet A2.6 SK7
  - b. Door 107 swing is reversed
5. Sheet A2.8: Folding seat 16" dimension is added to 4/A2.8.
6. Sheet A9.1: SK8 and SK9
  - a. Elevator door to be one-hour rated.
  - b. Elevator shall be tested and approved by an approved testing agency. Provide testing number per code.
  - c. Show that the elevator shall be self-leveling and bring the floor to +/- 1/2" of level with lobby floor when under load.
7. Sheet A9.1 Detail 12 is modified to remove the composite drain board from the bottom of the elevator pit slab. See SK16.

**8. CHANGES TO STRUCTURAL DRAWINGS:**

1. Sheet S2: Detail 2/S2 shows stem wall with as 6" and the width of footing as 18"
2. Sheet S6: SK10, Revised steel connection details 3/S6, 4/S6, 5/S6.
3. Sheet S8: SK11 and SK12 See revised wall cut out connection.

**9. CHANGES TO MECHANICAL DRAWINGS: (None)**

**10. CHANGES TO PLUMBING DRAWINGS: (None)**

**11. CHANGES TO ELECTRICAL DRAWINGS: (None)**

1. Sheets E-5 & E-6, see SK13-SK15, fixtures added for increased egress lighting.

**END OF ADDENDUM NO. 1**

# ATTACHMENT A

**Minutes - IFB No. 09-10 Construction Remodel of the Building Located at 110 Vernon Street,  
Santa Cruz  
Pre-Bid Meeting February 27, 2009**

---

A Pre-Bid meeting for IFB No. 09-10, for the construction remodel of the building located at 110 Vernon Street, Santa Cruz was held at the Conference Room located at 110B Vernon Street in Santa Cruz, on Wednesday, February 27, 2009 at 1:00 p.m.

## **1. CALL TO ORDER**

Lloyd Longnecker called the meeting to order at 1:00 p.m.

## **PRESENT**

Lloyd Longnecker, Purchasing Agent  
Frank Cheng, MetroBase Project Agent  
Ron Sessions, Wald Ruhnke and Dost Architects, LLP  
Phillip Shreffler of J R Zar, Inc.  
Frank Narciso of Barry Swenson Builder  
Dave Pittenger of CenCom, Inc.  
Dan Guerrero of 3D Construction  
Dominic Cusimano of 3D Construction  
Bill Burr of CRW IND  
Nick Avila of Avila Construction  
Nick White of DMC Construction  
Jesse Stryker of Santa Cruz Glass  
Brad Shelton of Shelton Roofing  
Rosa of Rodan Builders  
Tom Wilson of Geo H Wilson, Inc.  
Jose Uribe of J J Albanese, Inc.  
John Cumo of San Jose Construction Co.  
Rosanna Catalano of San Jose Construction Co.  
David Russell of Hallmark Construction  
Joe Steeves of Phase 3 Comm.  
Mike Treitman of The Blue Book

Lloyd Longnecker: Welcome everyone, this is the pre-bid meeting for METRO's Invitation for Bid No. 09-10 for the construction remodel of the building located at 110 Vernon Street. My name is Lloyd Longnecker and I am the Purchasing Agent for METRO. This is Frank Cheng who is the MetroBase project manager and Ron Sessions of Wald Ruhnke and Dost who is the architect for this project. The minutes of this meeting will be included in the first addendum. Frank will now give an overview of the project.

Frank Cheng: The renovation will consist of tearing down walls, putting up new ones. The big concern for the building will be a new elevator that is a separate structure that is being put in this corner of the property. The existing roll up floors on the second floor will be removed and filled with concrete. Windows will be changed to double paned. A emergency generator will be installed in the front of the building. Other than that it is a simple project. Project is to be completed in 100 calendar days. The engineer's estimate for this project is \$2.4 million.

Question: what are the costs of the plans and specifications?

Lloyd Longnecker: The plans and specifications can be purchased from San Jose Blue. I have provided a hand-out with contact information and pricing.

# ATTACHMENT A

Question: How many bathrooms are in the plans?

Frank Cheng: Three downstairs and two main ones upstairs. The two you see here are to be removed. The two big bathrooms upstairs will have three stalls on each and sinks.

Question: Are you retaining the fire sprinkler system?

Ron Sessions: The sprinkler system will have to be modified.

Question: You have a 100 calendar days construction time, with the elevator, I talked to a couple of the elevator vendors and I think all of us are in the same boat. In a perfect world the 100 days is approximately 14 weeks. You have 2 weeks for submittal time, 10-12 weeks for fabrication time, then 2-3 weeks install time and you have already exceeded your time period. You then have to test and have the unit inspected.

Frank Cheng: I understand about the inspection process. That part we will have to see how the schedule goes on that. In terms of the rest of the building that is the more critical portion of it. In terms of getting access for the elevators as you would enter here on the second floor to access the parking lot on the second floor anyways. I am not putting that big of concern for getting the whole project done.

Question: There is a \$1,000/day liquidated damages for substantial completion or final completion?

Lloyd Longnecker: We will discuss that and address it in the first addendum.

Question: How big is the building?

Frank Cheng: 24,000 square feet.

Lloyd Longnecker: Address all your questions and correspondence to me. It was published in the bid. I want coordinate all responses to any questions.

Question: When is the last day for questions?

Lloyd Longnecker: That was published in the notice we sent out and have posted on METRO's web site as March 10<sup>th</sup>. Let us go over those dates. Our response date to the questions and publishing the final addendum is March 13<sup>th</sup>. The due date is March 24<sup>th</sup> at 2:00 pm with a public bid opening approximately 15 minutes later. We are hoping to go to METRO's Board of Directors on April 10<sup>th</sup> for approval of the contract. We are going to push it as much as we can.

Question: Is there a plan holders list?

Lloyd Longnecker: San Jose Blue is publishing the list on line. If you have any problems accessing the list than please contact me.

Question: Is this construction project State and Federally funded or just Federal?

Frank Cheng: I think it is only State funded but we have the funding in hand. Let me address this question in the addendum.

Ron Sessions: What you see here in this area will the fixtures that will be required in the entire building. Carpeting will change but it will be a similar type, carpet tiles.

Question: New light fixtures in the other areas or can we retain the old ones?

Ron Sessions: New light fixtures.

# ATTACHMENT A

Question: Is this a mandatory walk-thru?

Frank Cheng: It is recommended but not mandatory.

Question: If we wanted to have a second look at the building, could that be arranged?

Lloyd Longnecker: Contact me and I will arrange it.

Lloyd Longnecker: If there are no other questions then lets proceed with the walk thru.

END OF MEETING

# **ATTACHMENT - B**

## **TABLE OF CONTENTS**

| <b><u>SECTION NUMBER</u></b>  | <b><u>SECTION TITLE</u></b>   |
|---|---|
| <b>DIVISION 1</b>   | <b>GENERAL REQUIREMENTS</b>   |
| <b>DIVISION 2</b><br>024119   | <b>SITE CONSTRUCTION</b><br>SELECTIVE STRUCTURE DEMOLITION  |
| <b>DIVISION 3</b><br>033300<br>033310   | <b>CONCRETE</b><br>CAST IN PLACE CONCRETE<br>ARCHITECTURAL CONCRETE   |
| <b>DIVISION 4</b>   | <b>MASONRY</b><br>Not used  |
| <b>DIVISION 5</b><br>051200<br>054000<br>055000<br>055213   | <b>METALS</b><br>STRUCTURAL STEEL FRAMING<br>COLD-FORMED METAL FRAMING<br>METAL FABRICATIONS<br>PIPE AND TUBE RAILINGS  |
| <b>DIVISION 6</b><br>061000<br>062013<br>062023<br>066400   | <b>WOOD AND PLASTICS</b><br>ROUGH CARPENTRY<br>EXTERIOR FINISH CARPENTRY<br>INTERIOR FINISH CARPENTRY<br>PLASTIC PANELING   |
| <b>DIVISION 7</b><br>071113<br>071326<br>072100<br>073113<br>074600<br>075113<br>076200<br>076526<br>077100<br>078413<br>079200 | <b>THERMAL AND MOISTURE PROTECTION</b><br>BITUMINOUS DAMPPROOFING<br>SELF-ADHERING SHEET WATERPROOFING<br>THERMAL INSULATION<br>ASPHALT SHINGLES<br>SIDING<br>BUILT-UP ASPHALT ROOFING<br>SHEET METAL FLASHING AND TRIM<br>SELF-ADHERING SHEET FLASHING<br>ROOF SPECIALTIES<br>THROUGH-PENETRATION FIRESTOP SYSTEMS<br>JOINT SEALANTS |
| <b>DIVISION 8</b><br>081416<br>081433<br>083323<br>084113   | <b>DOORS AND WINDOWS</b><br>FLUSH WOOD DOORS<br>STILE AND RAIL WOOD DOORS<br>OVERHEAD COILING DOORS<br>ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS  |

# ATTACHMENT - B

| <b><u>SECTION NUMBER</u></b> | <b><u>SECTION TITLE</u></b>                |
|------------------------------|--|
| 087100                       | FINISH HARDWARE                            |
| 088000                       | GLAZING                                    |
| 089000                       | LOUVERS AND VENTS                          |
| <b>DIVISION 9</b>            | <b>FINISHES</b>                            |
| 092216                       | NON-STRUCTURAL METAL FRAMING               |
| 092400                       | PORTLAND CEMENT PLASTERING                 |
| 092900                       | GYPSUM BOARD                               |
| 093000                       | TILING                                     |
| 095123                       | ACOUSTICAL TILE CEILINGS                   |
| 096513                       | RESILIENT BASE AND ACCESSORIES             |
| 096516                       | RESILIENT SHEET FLOORING                   |
| 096816                       | SHEET CARPETING                            |
| 099100                       | PAINTING                                   |
| 099300                       | STAINING AND TRANSPARENT FINISHING         |
| <b>DIVISION 10</b>           | <b>SPECIALTIES</b>                         |
| 101400                       | SIGNAGE                                    |
| 102113                       | TOILET COMPARTMENTS                        |
| 102800                       | TOILET, BATH, AND LAUNDRY ACCESSORIES      |
| <b>DIVISION 11</b>           | <b>EQUIPMENT</b>                           |
|                              | Not used                                   |
| <b>DIVISION 12</b>           | <b>FURNISHINGS</b>                         |
|                              | Not used                                   |
| <b>DIVISION 13</b>           | <b>SPECIAL CONSTRUCTION</b>                |
|                              | Not used                                   |
| <b>DIVISION 14</b>           | <b>CONVEYING SYSTEMS</b>                   |
| 142400                       | HYDRAULIC ELEVATORS                        |
| <b>DIVISION 15</b>           | <b>MECHANICAL SYSTEMS</b>                  |
| 150500                       | MECHANICAL GENERAL                         |
| 154000                       | PLUMBING                                   |
| 155000                       | FIRE PROTECTION                            |
| 158000                       | HEATING, VENTILATING, AND AIR CONDITIONING |

# ATTACHMENT - B

| <u>SECTION NUMBER</u> | <u>SECTION TITLE</u>        |
|-----------------------|-----------------------------|
| <b>DIVISION 16</b>    | <b>ELECTRICAL SYSTEMS</b>   |
| 160100                | ELECTRIC GENERAL PROVISIONS |
| 160500                | BASIC MATERIALS AND METHODS |
| 166200                | ELECTRICAL GENERATOR SYSTEM |
| 167000                | COMMUNICATIONS              |
| <b>DIVISION 28</b>    | <b>ACCESS CONTROL</b>       |
| 281300                | ACCESS CONTROL              |
| <b>DIVISION 31</b>    | <b>EARTHWORK</b>            |
| 311000                | SITE CLEARING               |
| 312000                | EARTH MOVING                |
| 321216                | ASPHALT PAVING              |
| 321313                | CONCRETE PAVING             |



# ATTACHMENT - C

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## SECTION 088000 - GLAZING

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data and 12-inch- (300-mm-) square Samples.
- B. Fire-Resistance-Rated Assemblies: Provide products that comply with NFPA 80 and are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for applications indicated.
- C. Safety Glass: Category II materials complying with testing requirements in 16 CFR 1201 and ANSI Z97.1.
- D. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated.
  - 1. GANA Publications: GANA Laminated Division's "Laminated Glass Design Guide" and GANA's "Glazing Manual."
  - 2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing"; and AAMA TIR-A7, "Sloped Glazing Guidelines."
  - 3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Sloped Glazing Guidelines."
  - 4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."

Not all manufacturers participate in program referenced in paragraph below; refer to directories of certifying organizations for participants.

- E. Insulating-Glass Certification Program: Permanently marked with certification label of Insulating Glass Certification Council and Associated Laboratories, Inc.
- F. Glazing characteristic shall be as required by the report prepared for this project for Title-24 Part 6 Energy Compliance.
- G. Glazing in Hazardous Locations outlined in 2007 California Building Code section 2406.3 shall be fully tempered safety glazing.

# ATTACHMENT - C

## PART 2 - PRODUCTS

### 2.1 GLASS

Copy and edit each of seven paragraphs in this article as necessary for types of glass required. For tinted or coated glass types, indicate color.

- A. Float Glass GL-1: ASTM C 1036, Type I, Class 1 (clear), and Quality Q3.
- B. Heat-Treated Float Glass GL-2: ASTM C 1048, Type I, Class 1 (clear), Quality Q3, Kind FT (fully tempered).
- C. Mirror Glass GL-6: ASTM C 1503, Mirror Select, Quality, 5.0 mm thick, with edges flat polished.
  - 1. Safety Glass for Mirrors: Fully tempered.

### 2.2 FABRICATED GLASS PRODUCTS

Copy and edit both paragraphs in this article as necessary for types of glass required.

- A. Laminated Glass GL-7: Two sheets with polyvinyl butyryl sheet interlayer. Comply with ASTM C 1172.
- B. Sealed Insulating-Glass Units GL-8: Factory-assembled units complying with ASTM E 774 for Class CBA units, with two sheets of glass separated by a dehydrated space filled with air.
  - 1. Inboard Lite: float glass or heat treated float glass
  - 2. Outboard Lite: float glass or heat treated float glass
  - 3. Low-Emissivity Coating: surface.
- C. Basis of design: Solarban 60(2) clear glass 1" dual glazed.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- C. Remove nonpermanent labels, and clean surfaces immediately after installation.

END OF SECTION 088000

# ATTACHMENT – D

## SECTION 167000 - COMMUNICATIONS

### PART 1 – GENERAL

- A. Work shall consist of the provision, installation, labeling, testing, and documentation of a complete and fully functional telephone and data communications cabling system. Typical work shall include, but is not limited to providing and installing:
1. Horizontal and backbone cables.
  2. Termination frames, racks and patch panels.
  3. Faceplates and connectors.
  4. Complete support, suspension, attachment, fastening, bracing and restraint of the work according to standard engineering practices.
  5. All incidental items as required for complete and fully functional system(s).

B. RELATED WORK

- Section 16010 – Electrical General Provisions
- Section 16050 – Basic Materials and Methods

C. QUALITY ASSURANCE

The Contractor has successful experience in 3 similar installations within the last 3 years. Submitted documentation shall include a description of experience, contact person(s) familiar with the work, and telephone numbers.

D. SUBMITTALS

1. Materials

The Contractor shall, submit six (6) copies of complete manufacturer's product data sheets for each component of the data system. All product data sheets shall be bound within a three ring loose leaf binder and organized in the same manner as the Materials section of these specifications. When more than one product is listed on the same page of a submitted product data sheet, the intended products or part numbers shall be clearly indicated.

The Contractor shall submit a list of all test equipment and test procedures to be used for all cable testing.

2. REFERENCE STANDARDS

The cable system shall meet the standards set forth in the American National Standards Institute / Electric Industries Association / Telecommunications Industry Association recommended standards and manufacturer's requirements, particularly the following standards:

- a. ANSI/EIA/TIA-568-A, ANSI/EIA/TIA-568-A-5, ANSI/EIA/TIA-568-B—Commercial Building Telecommunications Cabling.
- b. BICSI - Telecommunications Design Method Manual current Edition

### PART 2 – PRODUCTS

A. General

1. All materials and equipment provided must be new products of manufacturers regularly engaged in the production of such products.
2. All materials must be UL listed where a UL test procedure is applicable.

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3. All materials must minimally meet ANSI/EIA/TIA standards where an ANSI/EIA/TIA test procedure is applicable.

## B. COPPER CABLES & ASSOCIATED HARDWARE

### 1. Horizontal Cable - Non-Plenum CAT6

CMR rated interior distribution cable, 4 pair 24 AWG solid copper conductors, twisted pair, unshielded, PVC jacketed cable. Cabling shall be warranted by the manufacturer to provide ANSI/EIA/TIA Enhanced Category 6 (Cat 6) performance of 250 MHz when installed in accordance with applicable ANSI/EIA/TIA standards, and when terminated with jacks supplied by the Contractor. All Cabling shall be the same type from one manufacturer.

Data cable outer jacket shall be YELLOW in color  
Voice cable outer jacket shall be YELLOW in color

Commscope, Berk-Tek, Belden, General Cable, or equal.

### 2. Intra-building Backbone Copper Cable - Non-Plenum Cat 3

CMR rated interior backbone cable shall be multiple pair (25 to 600 pair counts,) 24 AWG, solid copper, PVC jacketed cable with an overlapped, corrugated aluminum shield. Cable must meet ANSI/EIA/TIA Category level 3 specifications.

Berk-Tek, Belden, General Cable, or equal.

## C. COPPER CABLE CONNECTORS & TERMINATION HARDWARE

### 1. Patch Panel Horizontal Copper Cable Connector

- a. Construction: Jacks shall be 8 positions un-keyed. Each jack shall be an individually constructed unit and shall snap mount in an industry standard (.760" x 580") keystone opening. Jacks shall be in conformance with ANSI/EIA/TIA 568A
- b. Jacks shall be CAT 6 compliant. Jacks shall terminate 22-26 AWG solid conductors. Jacks shall be marked with a T568B wiring scheme in separate locations.
- c. Performance and certification requirements: CSA Certified, UL Listed 1863, UL verified for ANSI/TIA/EIA category 6 electrical performance.

Hubbell Speedgain Xcelerator Category 6 jacks P/N: HXJ6BK (BLACK) or equal.

### 2. Horizontal Copper Cable Patch Panels – Rack Mount

- a. Panel shall be 19" EIA rack mountable unloaded patch panel made of 16-ga. steel. Panels shall be 24 ports per rack unit (RU) and shall be no more than 2 RUs in height. Ports shall be sized to flush mount snap-in type keystone jack modules. There shall be port identifier label space on the front. Panel shall be installed with a cable management bar at the rear.

Hubbell P/N UDX48E, Amp, Siemon, Panduit or equal.

- b. Rear cable management bar shall have integral strain relief ties and fasten to back of unloaded patch panel. Patch panels with integral strain relief may be used.

Hubbell P/N PCBLMGT, Amp, Siemon, Panduit or equal.

## ATTACHMENT – D

### c. Backbone Copper voice Cable Termination Blocks – Non-Protected, 110 Tower System

Termination Blocks: Insulation displacements connector blocks consisting of oxygen free mechanical fastening system arranged in a flame-retardant molded plastic fastened to a mounting bracket. Features/Functions: "110 type" punch down block with color-coded 5-pair connecting blocks with cable routing space behind the blocks. Shall conform with REA PE-87.

Misc. Hardware: Standoff tower mounting brackets, horizontal cable managers between each 110 block, cable manager trough at the bottom of each column of blocks, vertical cable managers on each side of each column(s) of blocks. Grounding kit. 110 labels and label holders.

System shall be sized as required. All connecting parts for 110 blocks shall be made by the same manufacturer.

Hubbell 110 cross connect system to include: Tower Termination Kit:

Hubbell P/N 110BLK100BWL or equal

### C. COPPER CABLE COMMUNICATIONS OUTLET HARDWARE

#### 1. Wall Mounted Horizontal Cable Faceplate –

Provide complete telecommunications outlet assembly, including but not limited to: Faceplate with industry standard keystone openings, Blank connector modules installed in faceplate openings not filled with connector modules, Labels and label holders.

Requirements/Features: Single gang, Openings for up to 4- jack connector modules, UL listed and manufactured with UL-94V-0 material, ANSI/EIA/TIA 606 labeling capability.

- a. Faceplate: Hubbell single gang four-port wall plates P/N IFP14OW, or equal.
- b. Jack Module: Voice: Hubbell NEXTSPEED cat 6 jack P/N: HXJ6W. Office White, or equal  
Data: Hubbell NEXTSPEED cat 6 jack P/N: HXJ6W. Office White or equal

#### 2. Floor Box Horizontal Cable Mounting Frame

Use Hubbell NEXTSPEED jack in black mounted in wiremold RC4ATCBK floor box

- c. Jack Module: Voice Hubbell SPEEDGAIN Excellerator P/N: HXJ6BK Black. or equal  
Data Hubbell SPEEDGAIN Excellerator P/N: HXJ6BKBlack. or equal

#### 3. Stand Alone Wall Mount Telephone Horizontal Cable Faceplate

Stainless steel faceplate with provisions for installing a wall-mounted telephone set flush to the wall surface. Plate shall provide opening that accepts the keystones jacks modules specified by this project

Hubbell 630 Wall Phone Plates P/N: P630S1GJ6, Siemon, Panduit or equal.

### D. EQUIPMENT RACKS & ASSOCIATED HARDWARE:

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1. One piece 10 gauge welded steel. Nominal height is 7ft . Fits 19 in. rack mount equipment. Rails must be double sided and tapped on both sides with 12-24 UNC threads in EIA Universal 5/8 – 5/8 – ½ inch vertical mounting hole pattern that matches industry standards and allows quick installation on either side of rack.
2. UL 1863 Tested / Listed to 2,500 lbs static load – max safety factor of 4 – tested to 10,000 lbs. Proof of conformance must be supplied with submittal prior to work.
3. Ground holes provided in multiple locations. Ground symbol pressed into metal as required by NEC (National Electric Code).
4. Color to be BLACK
5. Single-sided vertical cabling management sections shall be installed with each freestanding rack. Cable management sections shall be of the same manufacturer as the free standing rack to ensure compatibility and quality.
6. Rack Cable Management - Single Sided Horizontal

2RU horizontal duct finger cable manager, front only.

Panduit P/N: WMPFE1, Hubbell, or equal

7. Wall Mount (back board) Cable Management - Cable Guide Rings
  - 2” metal ‘D’ ring: Allentel P/N: GB13A, CPI, or equal.
  - 3” metal ‘D’ ring: Allentel P/N: GB13B, CPI, or equal.
  - 5” metal ‘D’ ring: Allentel P/N: GB13C, CPI, or equal.

### PART 3 – EXECUTION

#### A. General

1. All work shall be performed in such a manner that the convenience of the general public shall be interfered with as little as possible.
2. Contractor shall not use existing cables, conduit, tray or splice cases for support of equipment or personnel.
3. All system cabling and terminations shall be installed in accordance with the manufacturer's instructions, including applicable codes and standards.

#### B. Cable Installation

1. Apply a chemically inert lubricant to all cable prior to pulling in conduit.
2. Do not subject cable to tension greater than that allowed by the manufacturer. For underground fiber optic cable, use pulling equipment with tension gauges to verify that cable pulls do not exceed the manufacturer's allowable pulling tension.

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3. Use multi-spool rollers where cable is to be pulled in place around bends. The maximum pulling angle may not exceed 90 degrees.
4. Verify that all conduit, cable tray and/or raceway has been de-burred and properly joined, coupled, terminated, and grounded prior to installation of cables. Verify that all conduit, cable tray and/or raceway are clear of foreign matter and substances prior to installation of cable.
5. Cable loops and bends shall not have a radius less than that recommended by the manufacturer.
6. All shielded cables shall be insulated and grounded. Do not permit shields to contact conduit, raceway, boxes, panels or equipment enclosures.
7. All underground fiber optic backbone cable shall be installed in inner duct unless specified otherwise. Underground rated inner duct shall be transitioned to rated inner duct per applicable codes and standards.
8. Vendor recommended couplers are to be used whenever connecting to pieces of inner duct.
9. All inter-building ducts, including conduit entries, are to be plugged with duct seal after cables have been installed.

### C. Splices

1. All Horizontal cable shall be continuous and splice free for the entire length of the run between designated connections or terminations unless otherwise specified.
2. All backbone cables, both copper and fiber optic, shall be continuous and splice free except for transition splicing of backbone copper cable in communication rooms at ends of the cable or where specifically shown on the construction drawings.

### D. Routing

1. Horizontal cable shall not exceed 90 meters (295 feet in length). Report to the Customer's Representative any conditions causing this requirement to be exceeded before cable installation begins.
2. All cable shall run loose throughout all pathways. Cable shall not be secured with plastic cable ties, electrical tape or similar binding except in the cable closet. Hook & Loop cable ties shall be the only binding allowed in the cable closet.
3. Access to access-doors, hatches, air dampers, valves, cable trays, junction boxes, pull boxes, conduit entries or similar areas of access shall not be obstructed.

The contractor shall conform to ANSI/EIA/TIA 569, 10.4 with respect to separation of cabling from power and radio frequency (RF) sources. Provide at least the listed separation distance at fluorescent light fixtures, ballast and similar high intensity electromagnetic field sources, including but not limited to motors and transformers.

### E. Support

1. Where drawings specifically allow the installation of cable in void, plenum, suspended ceiling areas or under trailers, the contractor shall provide support for all cable. Do not place or attach cable directly to t-bar grid, concealed spline grid, flexible or rigid ductwork, HVAC registers, sprinkler piping or fixtures, light fixtures or building structure.

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2. Support all cables in a neat and workmanlike manner, neatly training all cables in exposed areas (e.g. vaults, backboards and cable trays.)
3. All cable support hardware must be a minimum of 1-inch wide with rounded edges to maintain proper cable bend radius, and have adequate capacity to maintain a 40% maximum cable fill.
4. Cable supports shall be spaced to ensure Cable does not sag more than 12” between supports.
5. One or two-hole type conduit clamps are not allowed for use as cable guides. When guiding cable on backboards, ‘D’ rings of the appropriate size are to be used.
6. Secure all cable runs vertically for continuous distances greater than ten (10) feet. Provide symmetrical conforming non-metallic bushings or woven cable grips appropriate to weight of cable(s).

### F. COPPER CABLE TERMINATION

#### 1. General

- a. At each end of a horizontal cable run, the outer jacket shall be stripped no more than is necessary for the proper termination of the cable as called for by the manufacturer of the hardware to which the cable is being attached.
- b. When terminating a cable, the integrity of the twist for each individual pair shall be maintained up to the point of termination.

#### 2. Termination of Horizontal Copper Cable at Communication wallplate.

- a. Unless otherwise noted on the plans, all communications outlets are to be installed at a height of 15” above finished floor (AFF) to bottom of plate, with the exception of telephone only wallplates that shall be installed at height of 42” A.F.F. to centerline.
- b. All communications wallplate shall be installed so that their edges are parallel to the vertical and horizontal edges of the surface on which they are mounted.
- c. Provide sufficient cable at the communications wallplate to facilitate removal and inspection of the back of the terminated jack(s). Manufacturer’s specified minimum bend radius shall be maintained when cable is coiled in outlet back boxes.
- d. All terminated horizontal cable shall be terminated in accordance with ANSI/EIA/TIA T568B cable termination configuration.

#### 3. Termination of Horizontal Copper Cable in Rack

- a. All horizontal cables shall be trained neatly inside the rear vertical cable managers. Cables shall not be braided together, but shall lie parallel to each other from the point where they enter the top of the vertical cable managers until they are terminated at the back of the patch panel. Cables terminating on the right or left side of the patch panel shall be routed via the right or left cable manager. Cables shall not cross the horizontal mid-point of the patch panel.
- b. Cables terminated in a patch panel shall be neatly routed from the vertical cable manager to the patch panel. Hook & loop ties shall be used to organize the cables into groups of 12 cables as they exit the cable manager.
- c. When terminating in pre-existing 110-type patch panels, cables shall be terminated starting with either the green or orange pair and working outwards towards the blue and brown pairs. Cable jackets shall be cut back as little as possible at the termination point.
- d. For patch panels designed for snap-in connectors, follow the manufacturer’s instruction for strain relief.



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- e. All horizontal cables shall be terminated in ascending order according to their identifying number.
- f. All horizontal cables shall be separately terminated on a 48-position T568B termination pattern, Category 6 rack-mounted patch panel. Terminate the cables in numerical order, lowest to highest beginning in the upper left position of the patch panel working left to right, top to bottom.

#### 4. Termination of Horizontal & Backbone Copper Cable in NEMA Cabinet

- a. 110 towers shall be installed with small-scale vertical managers on both the left and the right sides of the tower.
- b. Backbone voice cables shall be terminated to the uppermost 110-block(s) using C5 connector blocks.

All connections shall be machine labeled using clear label holders. The insert labels and holders shall not interfere with running, tracing or removing patch cords. Label holders must be capable of mounting between each row of connecting blocks.

Horizontal cable organizers supplied with the tower system shall be used between all 110-blocks and above the top 110-block.

A ground bar shall be installed on each Tower system. Each tower shall be grounded in accordance with ANSI/TIA/EIA 607(A) - Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements as minimum.

#### G. COPPER CABLE TESTING – HORIZONTAL CABLE

##### 1. General

- a. Contractor is responsible for supplying all of the required test equipment used to conduct acceptance tests.
- b. Contractor is responsible for submitting acceptance documentation as defined below in the Test Report Documentation subsection of these specifications.
- c. Test reports shall be submitted within seven (7) business days of completion of testing.

##### 2. Test Equipment

- a. Test equipment used under this contract shall be from manufacturers that have a minimum of 5 years experience in producing field test equipment. Manufacturers must be ISO 9001 certified.
- b. All test tools of a given type shall be from the same manufacturer, and have compatible electronic results output.
- c. All test adapter cables must be approved by the manufacturer of the test equipment. Adapters from other sources are not acceptable.
- d. Baseline accuracy of the test equipment must exceed ANSI/EIA/TIA TSB67 Level III specified instrument accuracy, as indicated by independent laboratory testing.
- e. Test equipment must have a dynamic range of at least 100 dB to minimize measurement uncertainty.
- f. Test equipment must be capable of storing full frequency sweep data for all tests and printing color graphical reports for all swept measurements.
- g. Test equipment must include S-Band time domain diagnostics for NEXT and return loss (TDNXT and TDRL) for accurate and efficient troubleshooting.
- h. Test equipment must be capable of running individual NEXT, return loss, etc measurements in addition to auto-tests. Individual tests increase productivity when diagnosing faults.
- i. Test equipment must include a library of cable types, sorted by major manufacturer.
- j. Test equipment must store auto-tests in internal memory.

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- k. Test equipment must be able to internally group auto-tests and cables in project folders.
  - l. Test equipment must include DSP technology for support of advanced measurements.
  - m. Test equipment must make swept frequency measurements in compliance with ANSI/EIA/TIA 567 standards.
  - n. The measurement reference plane of the test equipment shall start immediately at the output of the test equipment interface connector. There shall not be a time domain dead zone of any distance that excludes any part of the link from the measurement.
3. Test Process
- a. Testing shall be of the Basic Link. The Contractor shall warrant performance based on Channel performance and provide patch cords that meet channel performance. Testing shall only be performed after the cabling plant is completed, and all faceplates, jacks, patch-panels, and all other components are in their final location.
  - b. All pairs of all of the installed cabling must be tested. All tests must pass acceptance criteria defined in these specifications.
  - c. Any installed horizontal cable cabling requiring repair or replacement shall be re-tested at no additional cost to the Customer.
  - d. All cabling not tested strictly in accordance with these procedures shall be re-tested, and any cabling requiring repair or replacement shall be re-tested at no additional cost to the Customer.
  - e. Test equipment shall be fully charged prior to each day's testing
4. Test Report Documentation – General Requirements
- a. Test reports shall be submitted in both hardcopy and electronic format. Hand-written test reports are not acceptable.
  - b. For installations of more than twenty (20) cables, the Contractor shall submit electronic reports with hardcopy summaries are preferred. Hardcopy summary reports shall contain the following information on each row of the report: circuit ID, test specification used, length, date of test, and pass/fail result.
  - c. Electronic reports are to be submitted on 3.5-inch diskettes or CD format. If proprietary software is used, disk or CD shall contain any necessary software required to view test results. If the results are delivered in a standard format like Excel, Access, CSV files, etc. then software to read these files need not be provided.
  - d. A Certificate signed by the Contractor shall accompany submitted Test Reports. The Certificate shall warrant the truth and accuracy of the electronic report, and include the manufacturer's model and serial number of the test equipment, the date of the test, and the name(s) of the contractor and/or personnel responsible for the testing. Certificate must reference traceable circuit numbers that match the electronic record.
  - e. Hardcopy reports are to be submitted in labeled binders with an attached Certificate.
  - f. Test reports shall include the manufacturer model and serial number of the test equipment, date of the test, and name(s) of the contractor and/or personnel responsible for the testing.
5. Test Report Documentation Requirements
- Test reports shall include the following information for each cabling element tested:
- a. Wiremap results that indicate the cabling has no shorts, opens, miss-wires, split, reversed, or crossed pairs, and end-to-end connectivity is achieved.
  - b. For Category 6: Attenuation, NEXT, PSNEXT, Return Loss, ELFEXT, and PSELFEXT data that indicate the worst case result, the frequency at which it occurs, the limit at that point, and the margin. These tests shall be performed in a swept frequency manner from 1 MHz to highest relevant frequency, using a swept frequency interval that is compliant with ANSI/EIA/TIA requirements for Category 6 cabling. Information shall be provided for all pairs or pair combinations and in both directions when required by the appropriate standards. Any individual test that fails the relevant performance specification shall be marked as FAIL
  - c. Length (in meters), propagation delay, and delay skew. Any individual value that fails the relevant performance specification shall be marked as FAIL.
  - d. Tester manufacturer, model, serial number, hardware version, and software version.
  - e. Circuit ID number and project name
  - f. Auto-test specification used.

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- g. Overall pass/fail
- h. Date of test.

## H. COPPER CABLE TESTING – BACKBONE CABLE

1. A new cable shall be tested only after all wires within the cable have been terminated at both ends. Measurements are to be made by applying meter probes and shorting connections directly to the terminating punch block knives.
  - a. For unshielded cable, "measurements to ground" means an electrical connection to building steel, electrical metallic conduit or a water pipe.
  - b. The Contractor shall supply the Customer's Representative with printed documentation of all test results. Test data shall be supplied to the Customer in both hard copy (paper) and electronic (computer disk) formats. If specialized software is required to read the report, the contractor shall supply the necessary software.

## I. LABELING

### 1. General

- a. All labeling shall be per ANSI/EIA/TIA 606.
- b. Prior to the installation of communications cabling work, the Customer's Representative shall provide the Contractor with one (1) marked plan set on which a unique identifier for every horizontal and backbone cable is clearly identified. It shall be the contractor's responsibility to label all installed work according to the Customer -supplied drawings.
- c. Machine-generated smearproof thermal printed (Dymo) labels that are solvent, heat and moisture resistant are to be used for all labeling.
- d. All labels shall be securely fastened.

### 2. Horizontal Copper & Fiber Optic Cable Labeling

- a. The terminated ends of each cable shall be clearly labeled with its assigned identifier on both the communication plate and the patch panel or termination block.
- b. For horizontal cables run to elevator mechanical rooms, the cable identifier shall be affixed to the cable itself, both where it appears in the room's junction box and 1 ft back from the end of the cable.
- c. Backbone Copper & Fiber Optic Cable Labeling

1. Within every manhole/vault/pull box and within 4 ft of the entrance into a building every backbone cable's assigned identifier shall be affixed to either the cable's outer jacket or to inner duct in which the cable is installed.
2. Within every communication room, every backbone cable shall its assigned identifier affixed to its outer jacket within 4 ft of its entrance into the room.
3. All backbone copper cable termination blocks shall be labeled with both the pair count of every 5<sup>th</sup> pair and the cable's assigned identifier.

3. Except where installed in inner duct or conduit, all backbone fiber optic cable shall have affixed to the outer jacket, labels of a bright color that contain at least the legend "FIBER OPTIC CABLE." These labels must be affixed at separations no greater than 10 ft.

4. All backbone fiber optic cable distribution panels shall be labeled with both the pair count of every fiber pair and the cable's assigned identifier.

### 5. RJ21 Pre-terminated Cable Labeling

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- a. Each two pairs on the 110 block shall be labeled with a corresponding jack number. (Pair 1&2 = jack 1, pair 3&4 = jack 2, etc.) Each 110 block shall be labeled “Voice Cross-Connect Panel, Rack #yy, Jack #s xx-xx” where yy = the assigned rack number and xx = the jacks terminated to that 110 block
- b. Each jack on the voice cross-connect patch panel shall be labeled in consecutive order reflecting the numbers on the 110 blocks.
- c. Each 25 pair voice cross-connect cable shall be labeled with the jack numbers that it is connected to (1-12,13-24,25-36, 37-48, etc.)
- d. Each voice cross-connect patch panel shall be labeled “Voice Cross-Connect Panel: Pair xxx-xxx”, where xxx = the pair count terminated on that panel.

### J. DOCUMENTATION

#### 1. Test Procedures and Results

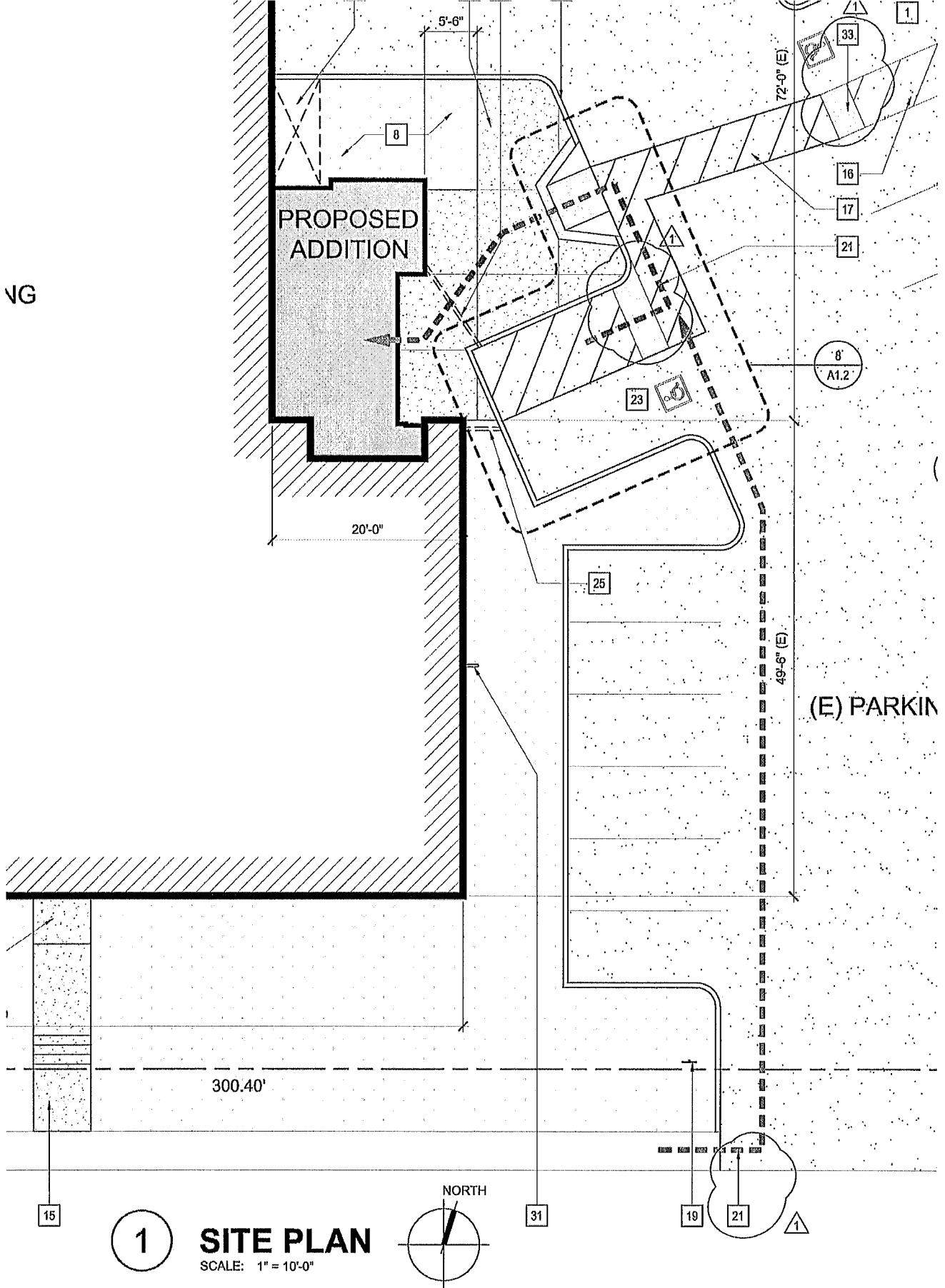
- a. Cable test results shall be submitted in hard copy and magnetic format (3.5” floppy disk, zip disk or CDROM) along with viewing software from the tester manufacturer. Hard copy to be bound within loose leaf binder and organized first by Building Number, then by ADF, BDF or MDF and finally by Horizontal Cable/Jack Number.
  1. As-Built Drawings
- b. Upon completion of the project, the Contractor shall deliver to the Customer final documentation of “As-Built “ drawings. All drawings shall be submitted in both hard copy and in AutoCAD 2000 format.
- c. As-Built documentation of the project shall include:
  1. As-built telecommunications floor plans of the facility with cable and outlet placement, equipment locations, raceway, and conduit installations clearly depicted.
  2. As-built elevations of all termination fields describing cable and outlet location labeling scheme.
  3. As-built logical riser diagram describing connectivity and cable sizes for both telecommunications and grounding cabling systems.
  4. Cabling diagrams showing terminal identification for field-installed cabling.

END OF 16700

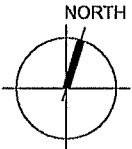
# ATTACHMENT - E

| Santa Cruz Metro Transit District Admin Bldg - 110 Vernon Street |                  |                                   |                          |            |             |    |       |              |              |           |         |                  |
|--|------------------|-----------------------------------|--------------------------|------------|-------------|----|-------|--------------|--------------|-----------|---------|------------------|
| #  | Contact          | Company Name                      | Address                  | Add2       | City        | St | Zip   | Phone        | Fax          | Ship Date | Invoice | Signed By        |
| A  | Planroom         | Central Coast Builder's Exchange  | 100 12th St              |            | Marina      | Ca | 93933 | 831.883.3933 | 831.582.2356 | 2/20/2009 | 8176397 | V. Santiago      |
| B  | Planroom         | MCBID                             | 11445 Commercial Parkway |            | Castroville | Ca | 95012 | 831.633.6312 | 831.633.1613 | 2/20/2009 | 8176397 | Barbara Holland  |
| C  | Planroom         | Salinas Valley Builder's Exchange | 20 Quail Run Circle      |            | Salinas     | CA | 93907 | 831.758.1624 | 831.758.6203 | 2/20/2009 | 8176397 | Michelle Malgaso |
| D  | Planroom         | Santa Clara Builder's Exchange    | 400 Reed St              |            | Santa Clara | Ca | 95050 | 408.727.4000 | 408.727.2779 | 2/20/2009 | 8176397 | K. Fonseca       |
| E  | Planroom         | Santa Cruz Builder's Exchange     | 1248 Thompson Ave        |            | Santa Cruz  | Ca | 95062 | 831.476.3407 | 831.476.6349 | 2/20/2009 | 8176397 | K. Hogan         |
| F  | Planroom         | McGraw Hill Construction / Dodge  | 11875 Dublin Blvd        | Suite A118 | Dublin      | Ca | 94568 | 925.833.9750 | 925.833.9754 | 2/20/2009 | 8176397 | Front Desk       |
| 1  | Adelle Murrer    | DMC Construction                  | 2611 Garden Road         |            | Monterey    | Ca | 93940 | 831.656.1600 | 831.656.1601 | 2/20/2009 | 8176473 | Adam Sull        |
| 2  | Frank Narciso    | Barry Swenson Builder             | 5300 Soquel Ave          | Suite 103  | Santa Cruz  | Ca | 95062 | 831.475.7100 |              | 2/20/2009 | 8176486 | Frank Narciso    |
| 3  | Frank Cheng      | Santa Cruz Metro Transit District | 370 Encinal Street       | Suite 100  | Santa Cruz  | Ca | 95060 | 831.426.6080 |              | 2/23/2009 | 8176563 | K. Blight        |
| 4  | Laura Ruggieri   | San Jose Construction             | 1000 Munras Ave          | Suite 100  | Monterey    | Ca | 93940 | 831.373.8711 | 831.646.4956 | 2/23/2009 | 8176712 | Rosanna C,       |
| 5  | James Wilson     | George H. Wilson Construction     | 250 Harvey West Blvd.    |            | Santa Cruz  | Ca | 95061 | 831.423.9522 | 831.423.9903 | 2/25/2009 | 8177580 | James Wilson     |
| 6  | Bill Burr        | CRW Industries                    | 1157 B Dell Ave          |            | Campbell    | Ca | 95008 | 408.378.2477 | 408.378.2501 | 3/2/2009  | 8178769 | Bill Burr        |
| 7  | Joe Steeves      | Phase 3 Communications            | 1775 Monterey Hwy        | Suite 11   | San Jose    | Ca | 95112 | 408.946.9011 | 408.946.0672 | 3/4/2009  | 8178984 | Joe Steeves      |
| 8  | Dori Olivero     | Berkeley Cement nc                | 1200-6th Street          |            | Berkeley    | Ca | 94710 | 510.525.8175 | 510.527.0782 | 3/4/2009  | 8179476 | Delgado          |
| 9  | Sherry Selden    | Selden and Sons                   | 425 W. Beach Street      |            | Watsonville | Ca | 95076 | 831.722.9949 | 831.722.9360 | 3/4/2009  | 8179533 | Sherry Selden    |
| 10   | Donna Nyblom     | Environmental Systems             | 3353 De La Cruz Blvd     |            | Santa Clara | Ca | 95054 | 408.980.1171 | 408.567.0939 | 3/5/2009  | 8179491 | Conrad Thai      |
| 11   | Serina Searson   | Collins Electrical                | 38 Reservation Road      |            | Marina      | Ca | 93933 | 831.384.0114 | 831.384.3411 | 3/5/2009  | 8179849 | Karen            |
| 12   | Charles Lauer    | Norman Wright Mechanical          | 1825 De La Cruz Blvd     | Suite 1    | Santa Clara | Ca | 95050 | 408.748.1304 | 408.748.1309 | 3/6/2009  | 8180030 | Charles Lauer    |
| 13   | Nicholas Avila   | Avila Construction                | 437 Figueroa St          |            | Monterey    | Ca | 93940 | 831.372.5580 | 831.372.5584 | 3/6/2009  | 8180106 | Nicholas Avila   |
| 14   | Eric Wafford     | Central Electric                  | 430 Walker St            |            | Watsonville | Ca | 95076 | 831.724.632  | 831.7245108  | 3/12/2009 | 8181319 | Michelle Hewett  |
| 15   | Michelle Castelo | Valhalla Builders                 | 6985 Via De Oro          | Suite A    | San Jose    | Ca | 95119 | 408.225.5572 | 408.225.0769 | 3/12/2009 | 8181420 | In Transit       |

VG



**1 SITE PLAN**  
SCALE: 1" = 10'-0"

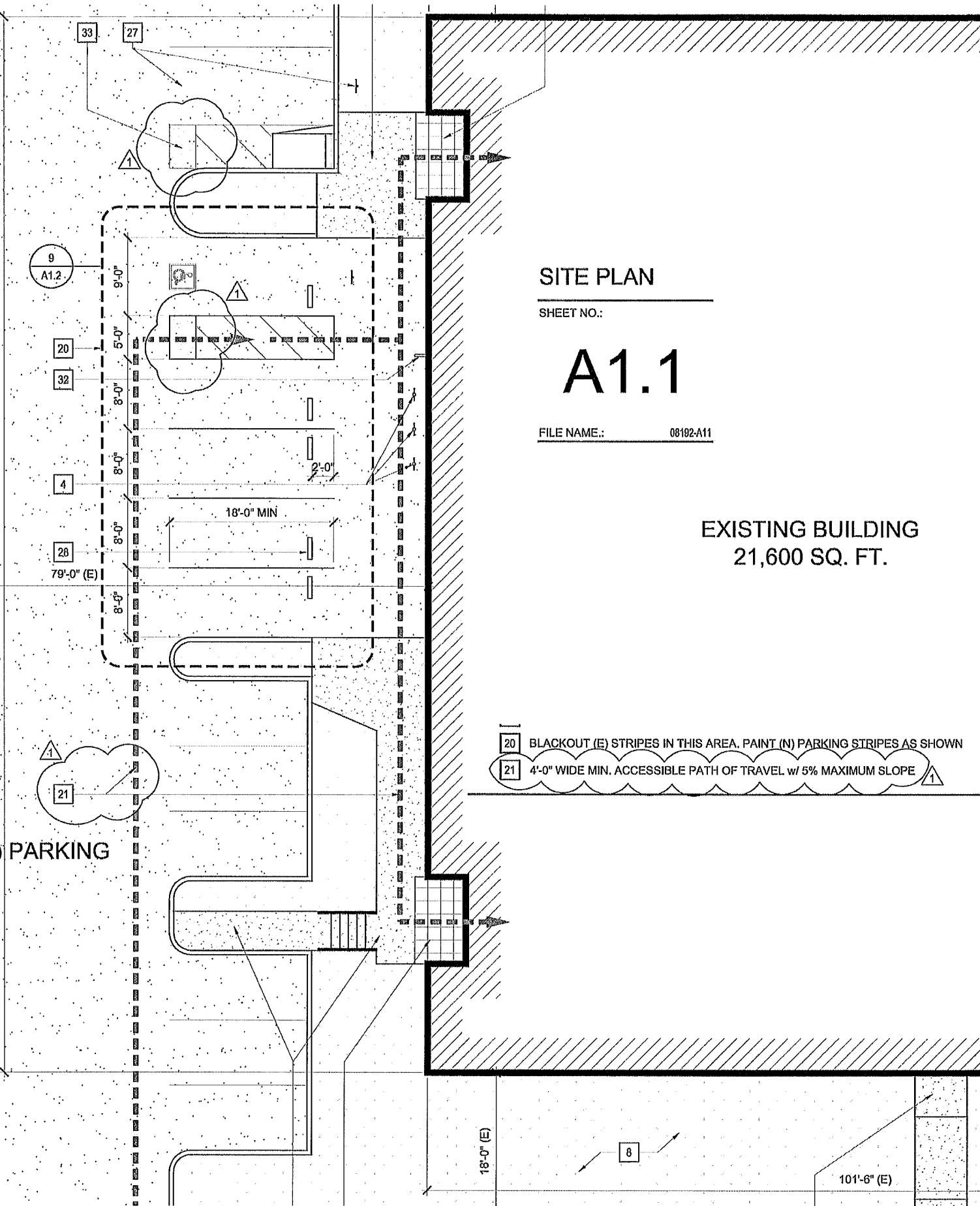


OVIDE (N) CONCRETE WALK, SURFACE

**33** 3'-0" WIDE AREA WITH TRUNCATED DOMES - SEE DETAIL 3/A1.2

PACE

SK 1



# SITE PLAN

SHEET NO.:

# A1.1

FILE NAME.: 08102-A11

EXISTING BUILDING  
21,600 SQ. FT.

- 20 BLACKOUT (E) STRIPES IN THIS AREA. PAINT (N) PARKING STRIPES AS SHOWN
- 21 4'-0" WIDE MIN. ACCESSIBLE PATH OF TRAVEL w/ 5% MAXIMUM SLOPE

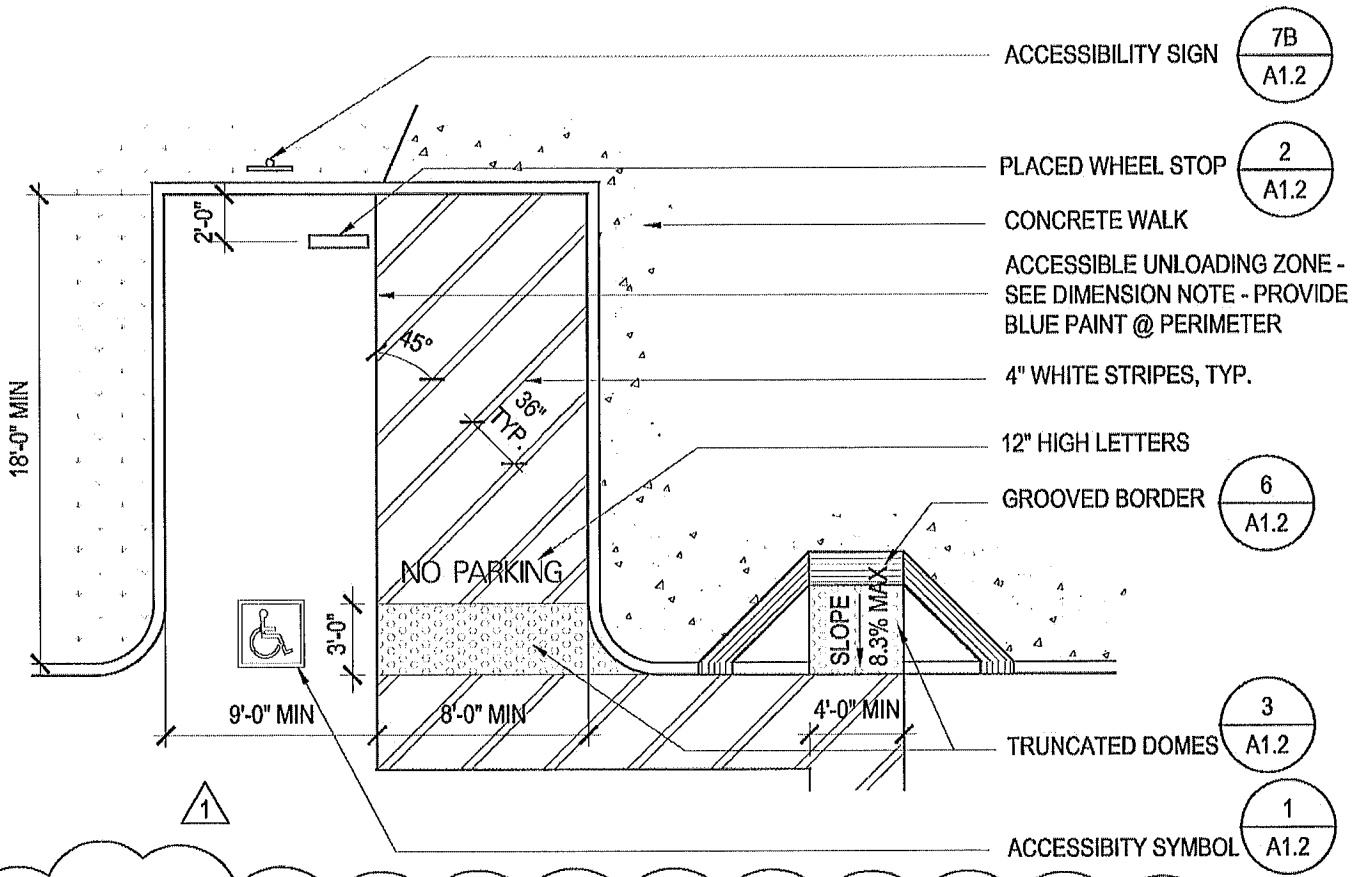
(E) PARKING

SK 2

# A1.2

**NOTE:**

VERIFY SURFACE SLOPES OF ACCESSIBLE PARKING SPACES SHALL NOT EXCEED  $\frac{1}{4}$ " PER FOOT (2%) IN ANY DIRECTION



8

## ACCESSIBLE VAN PARKING

SCALE: 1/8"=1'-0"

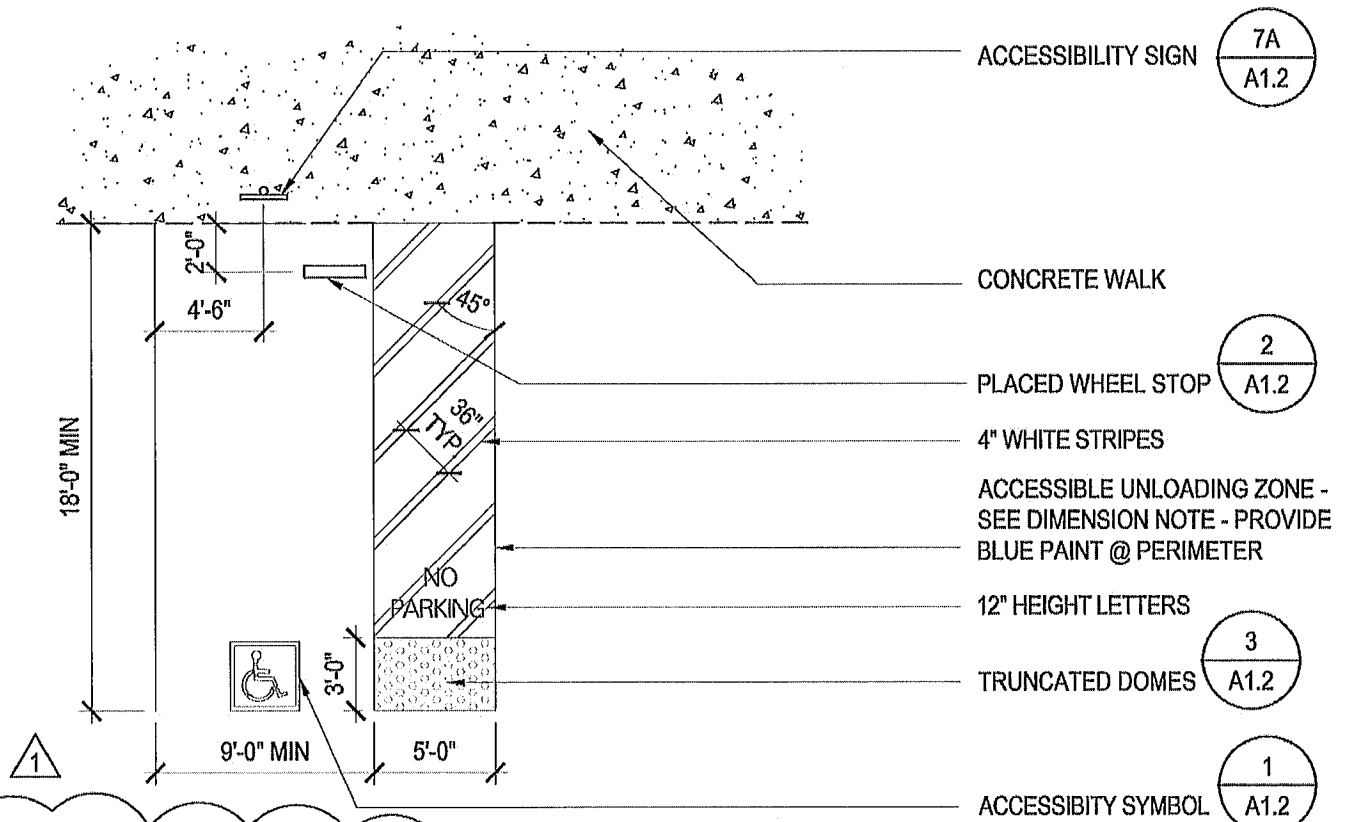
SK 3



# A1.2

**NOTE:**

VERIFY SURFACE SLOPES OF ACCESSIBLE PARKING SPACES SHALL NOT EXCEED  $\frac{1}{4}$ " PER FOOT (2%) IN ANY DIRECTION



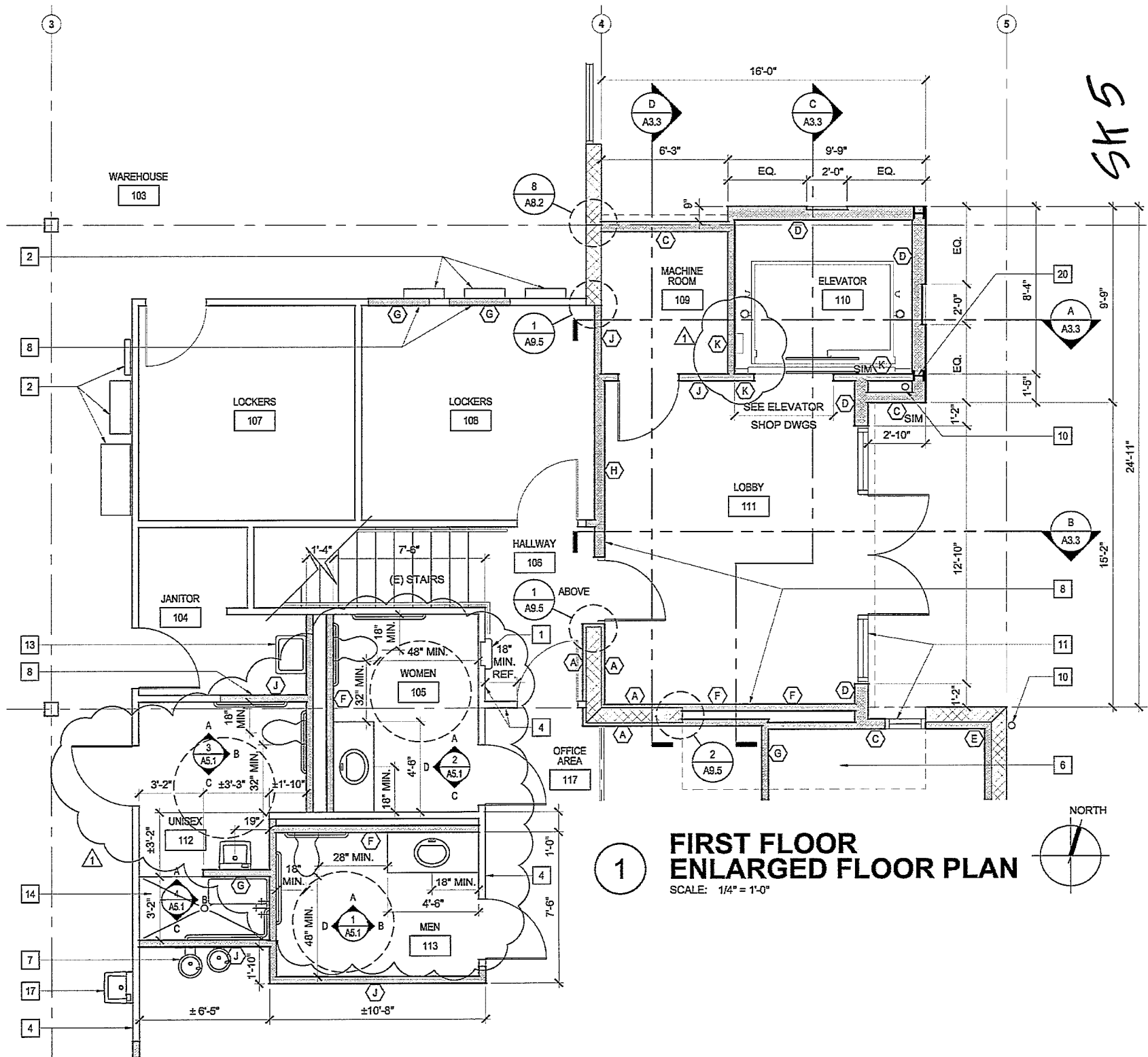
1

9

## ACCESSIBLE PARKING STALLS

SCALE: 1/8"=1'-0"

SK 4

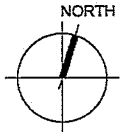


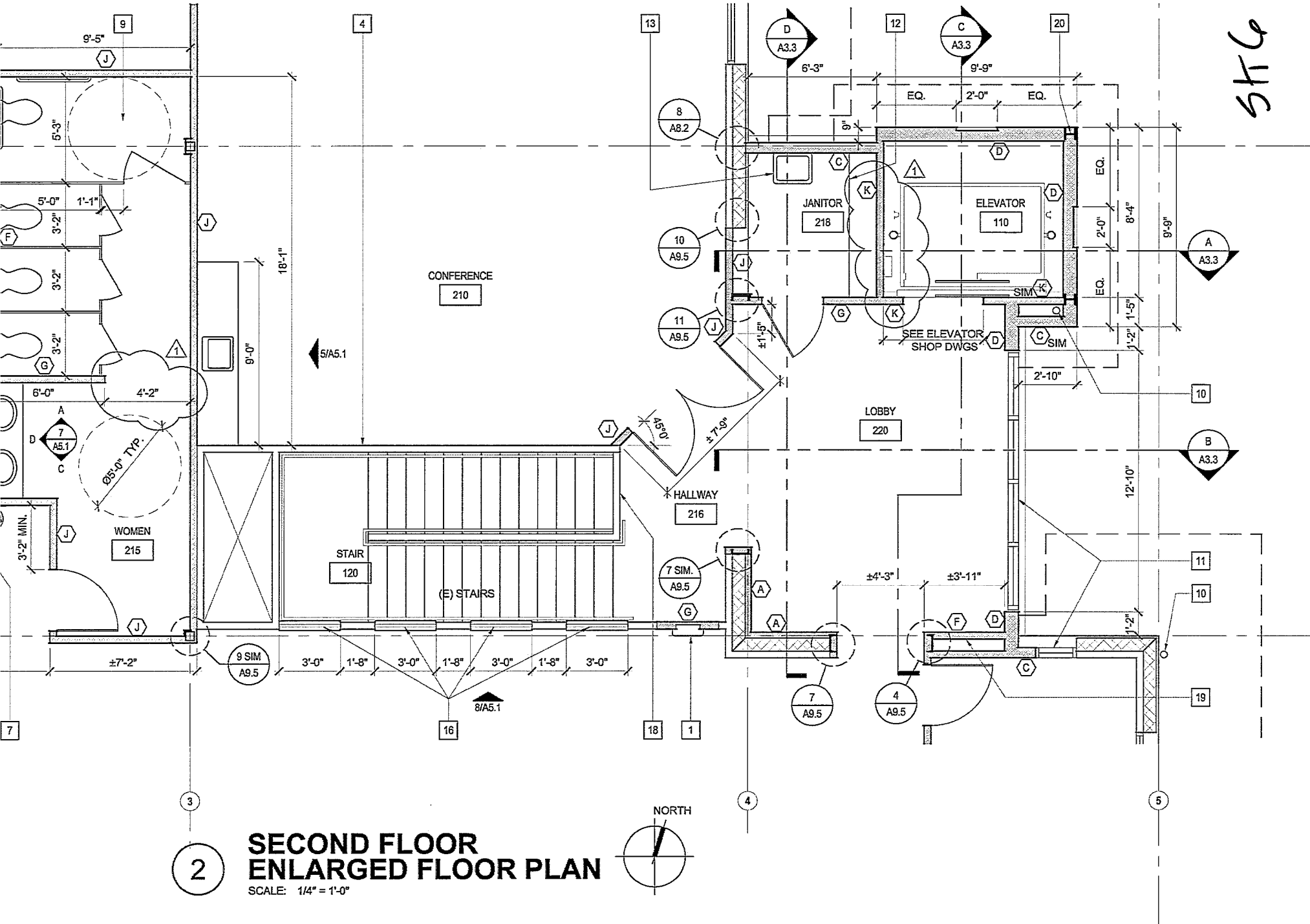
SK 5

1

**FIRST FLOOR  
ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"

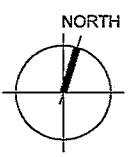




2

**SECOND FLOOR ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



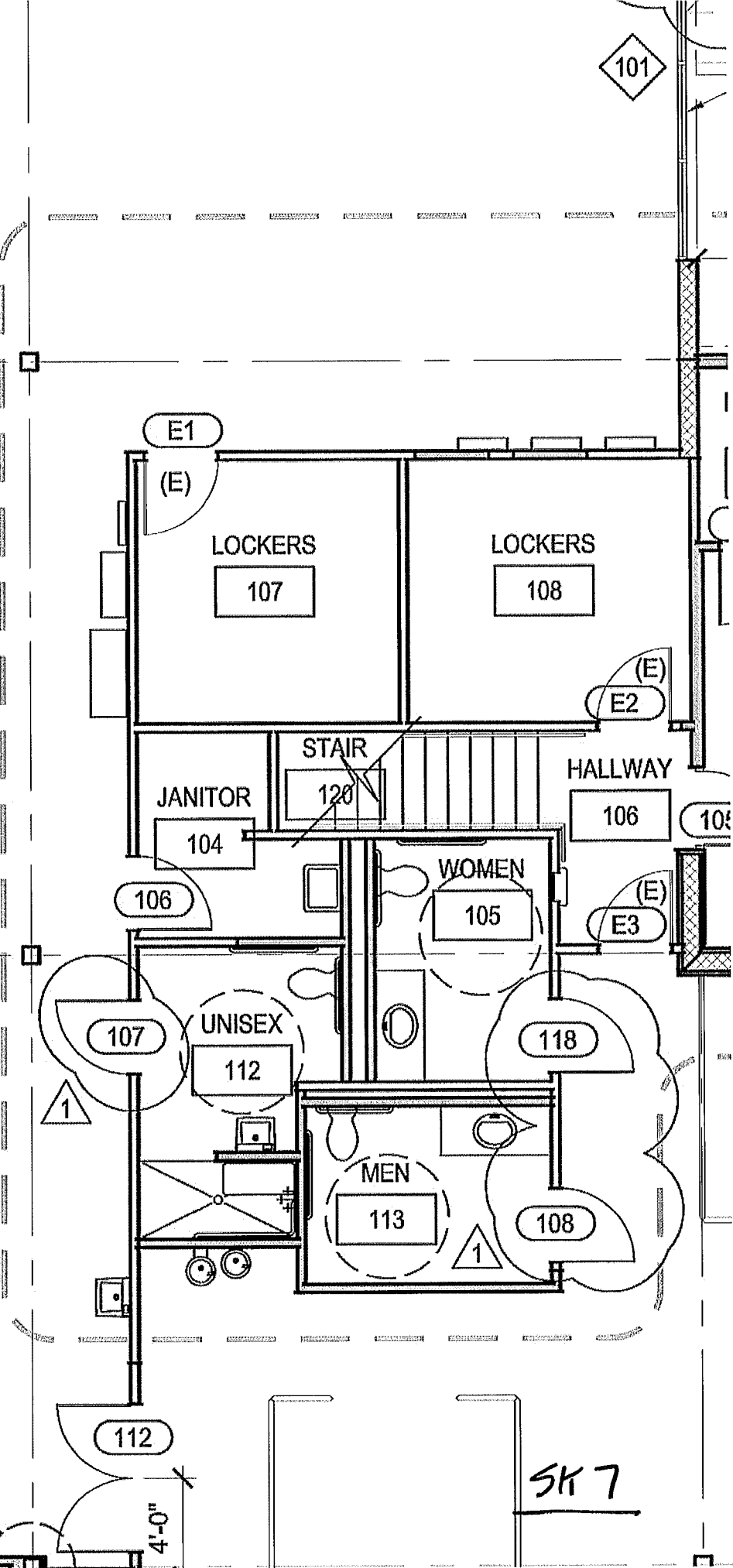
516

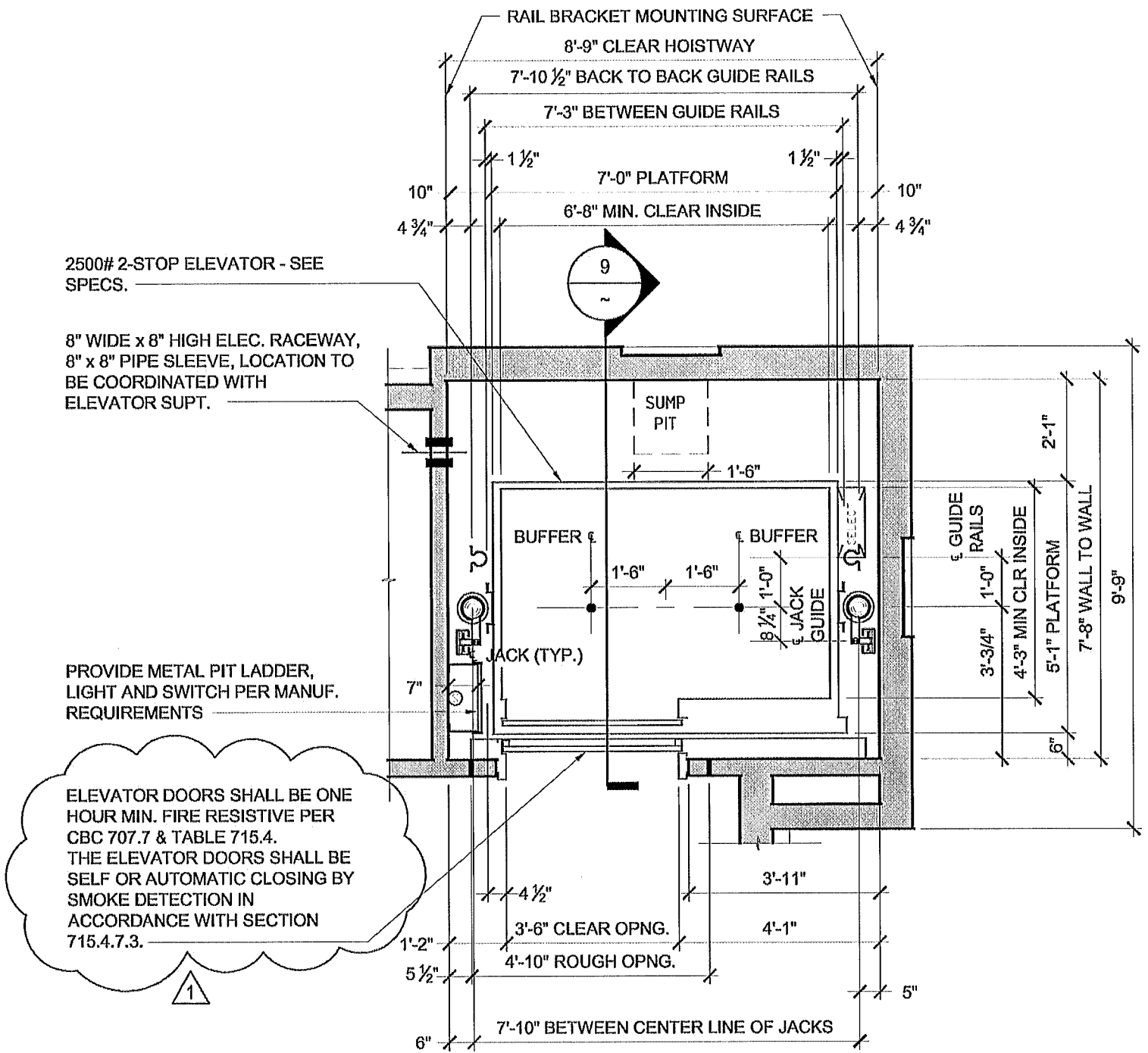
SHEET NAME:

1st FLOOR  
PROPOSED  
FLOOR PLAN

SHEET NO.:

A2.3





5

# ELEVATOR ENCLOSURE PLAN VIEW

SCALE: 3/8" = 1'

# A9.1

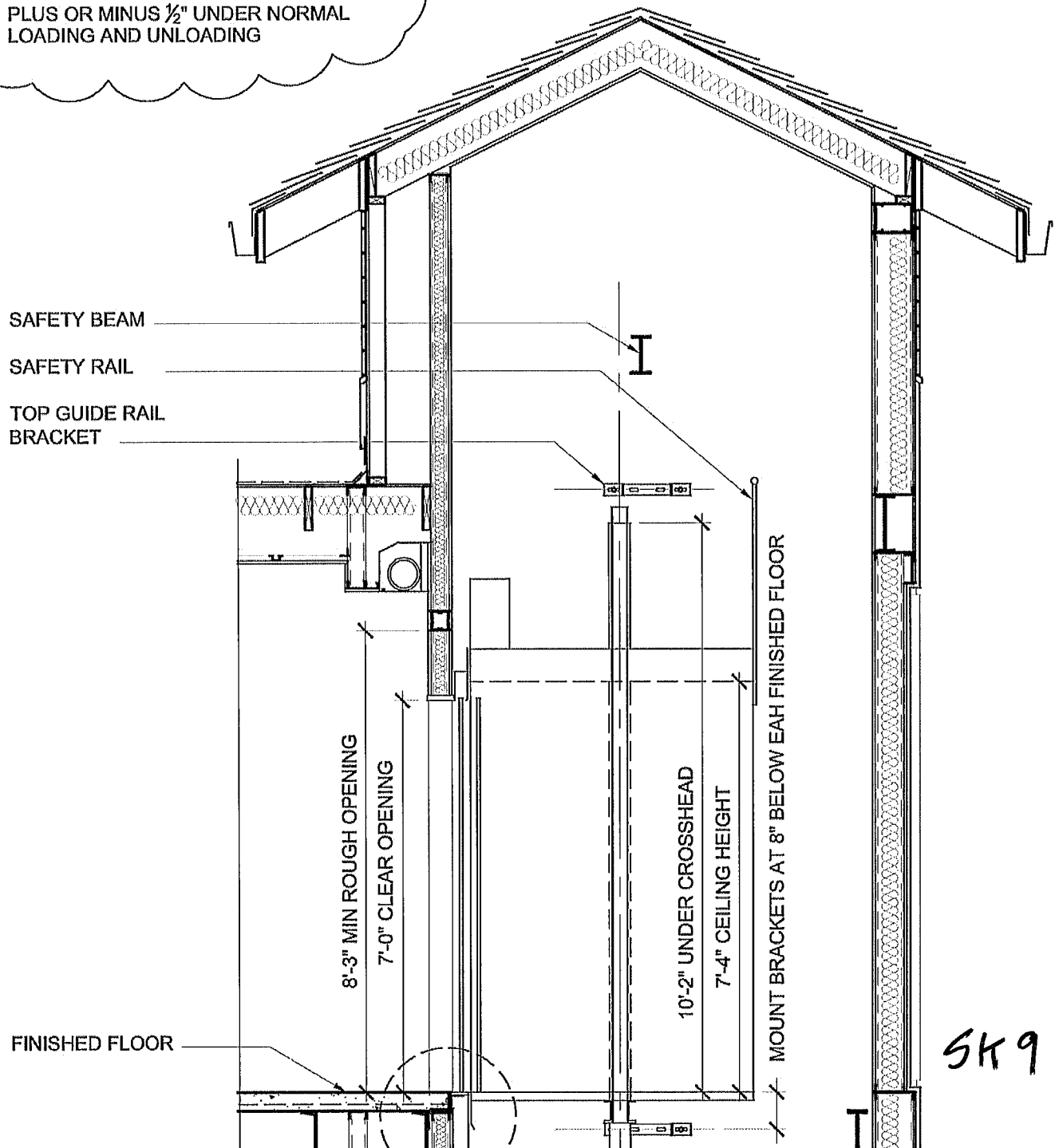
SK8

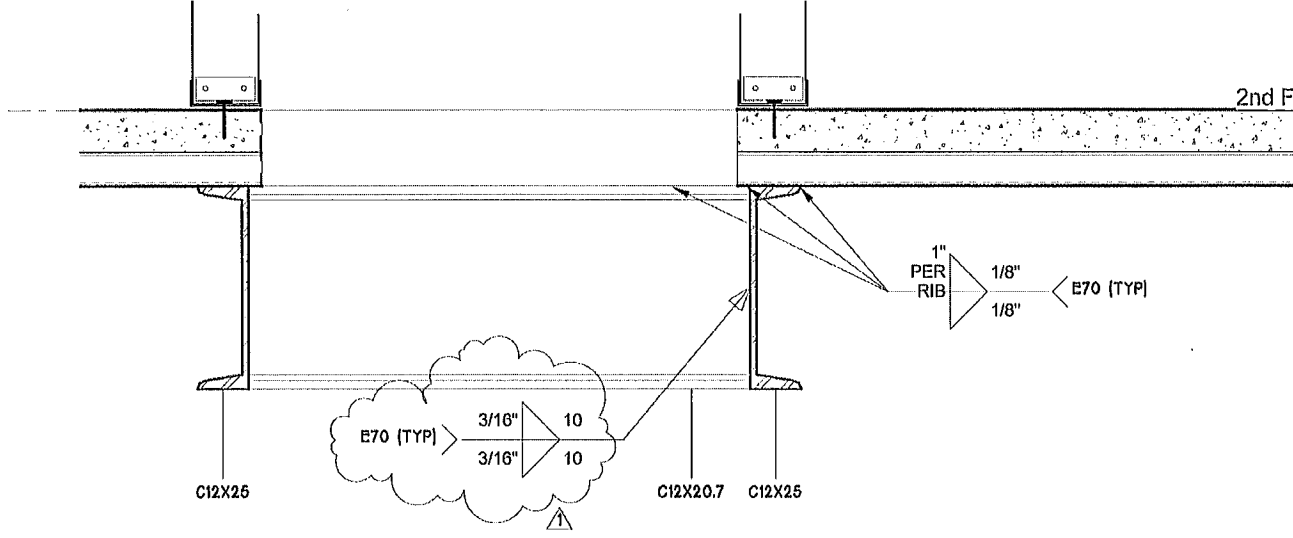
ELEVATOR SHALL BE TESTED AND APPROVED BY TESTING AGENCY. PROVIDE APPROVED TESTING NUMBER (i.e. ICBO, UL, ASTM etc.) FOR THE NEW ELEVATOR



ELEVATOR SHALL BE AUTOMATIC AND BE PROVIDED WITH SELF LEVELING FEATURE THAT AUTOMATICALLY BRING THE CAR TO THE FLOOR LANDINGS WITHIN A TOLERANCE OF PLUS OR MINUS 1/2" UNDER NORMAL LOADING AND UNLOADING

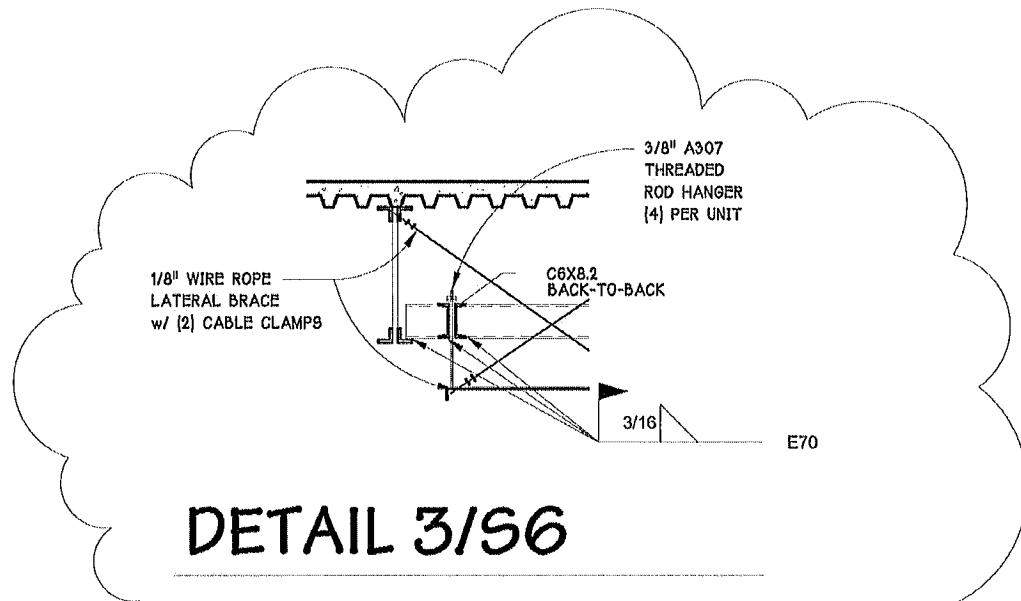
## A9.1



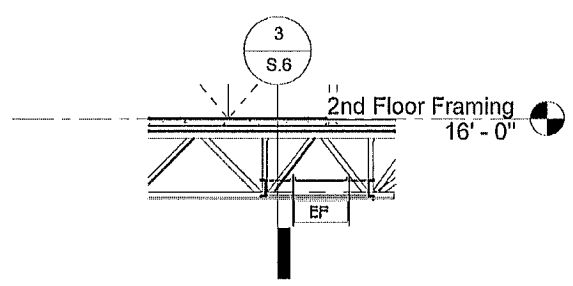


5/56

1 1/2" = 1'-0"

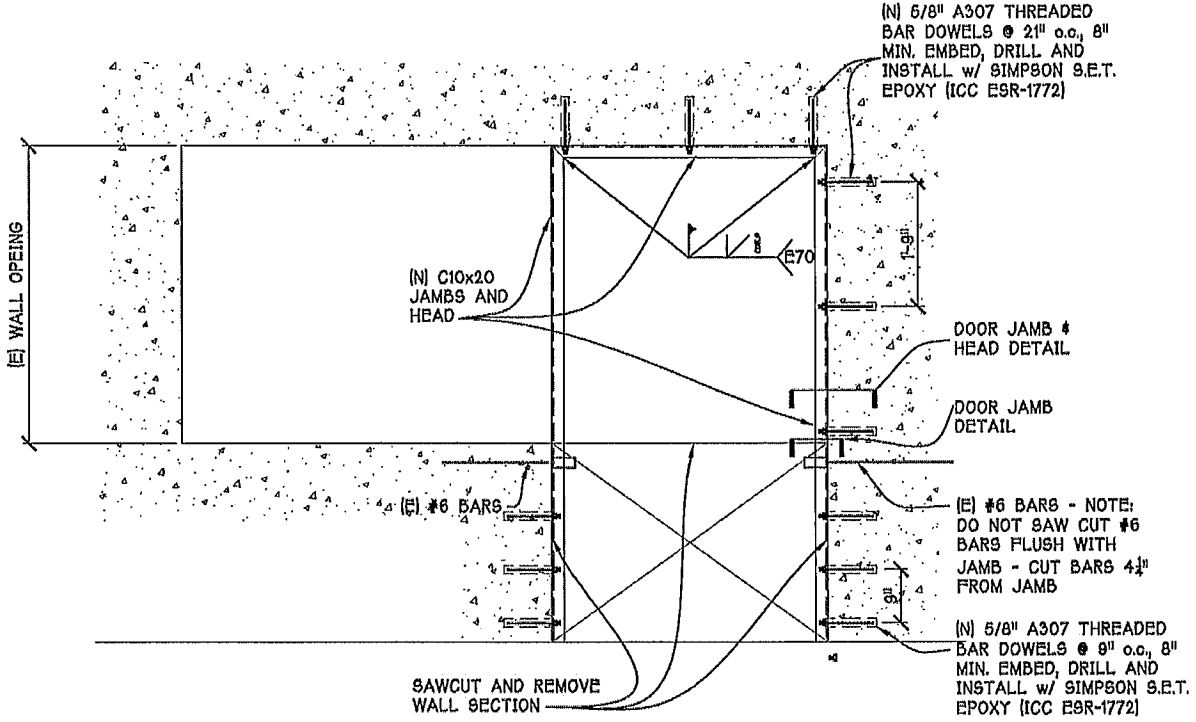


1/2" = 1'-0"



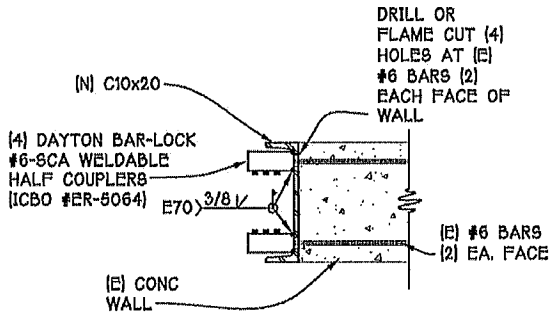
SK10

1/4" = 1'-0"



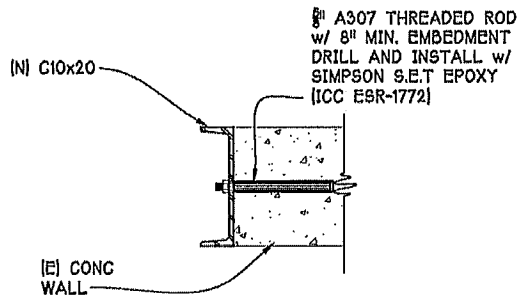
### Door Opening Elevation

1/2" = 1'-0"



### Door Jamb Detail Below Window

1" = 1'-0"



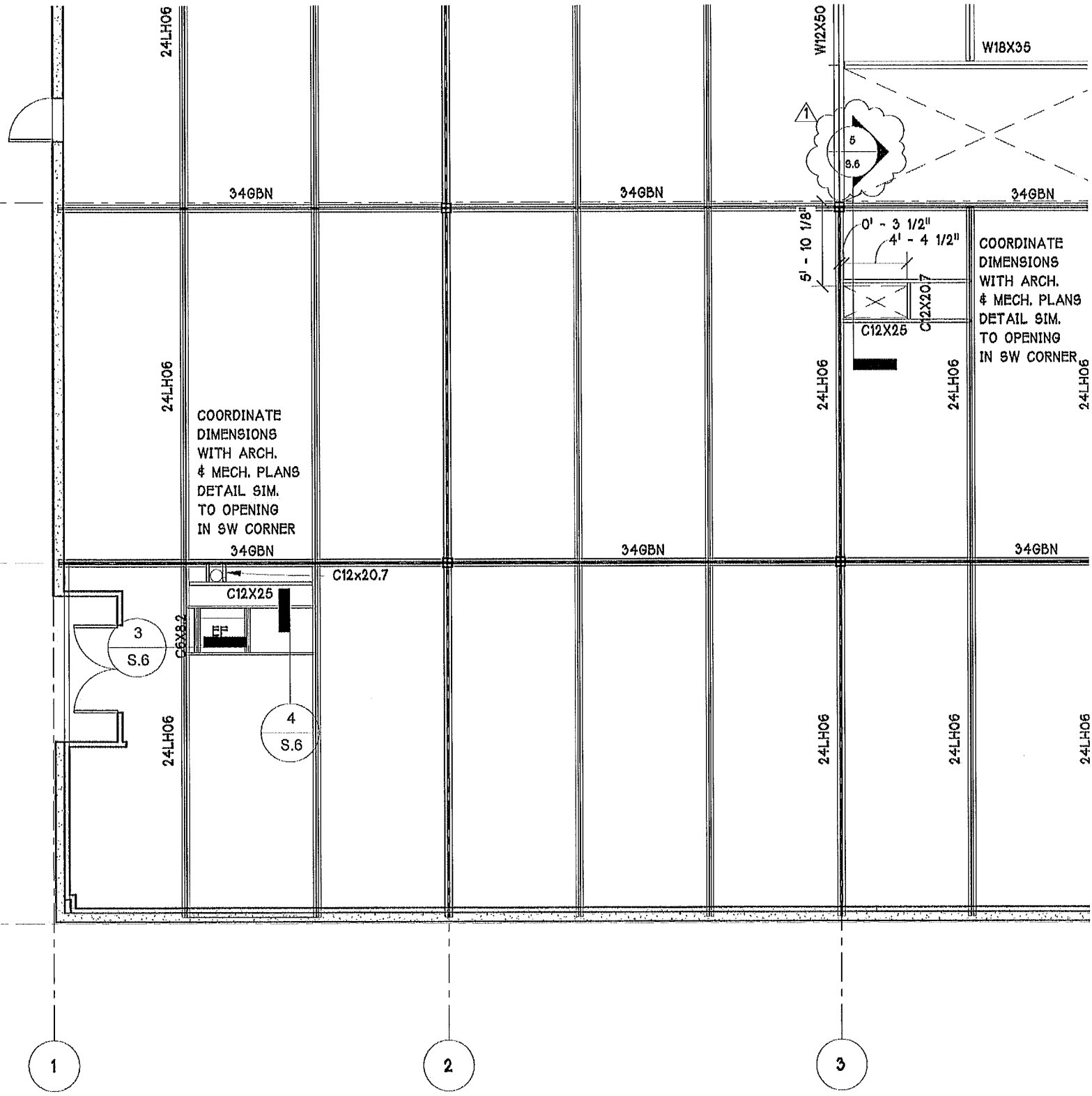
### Door Jamb & Header Detail

1" = 1'-0"

SK11

1

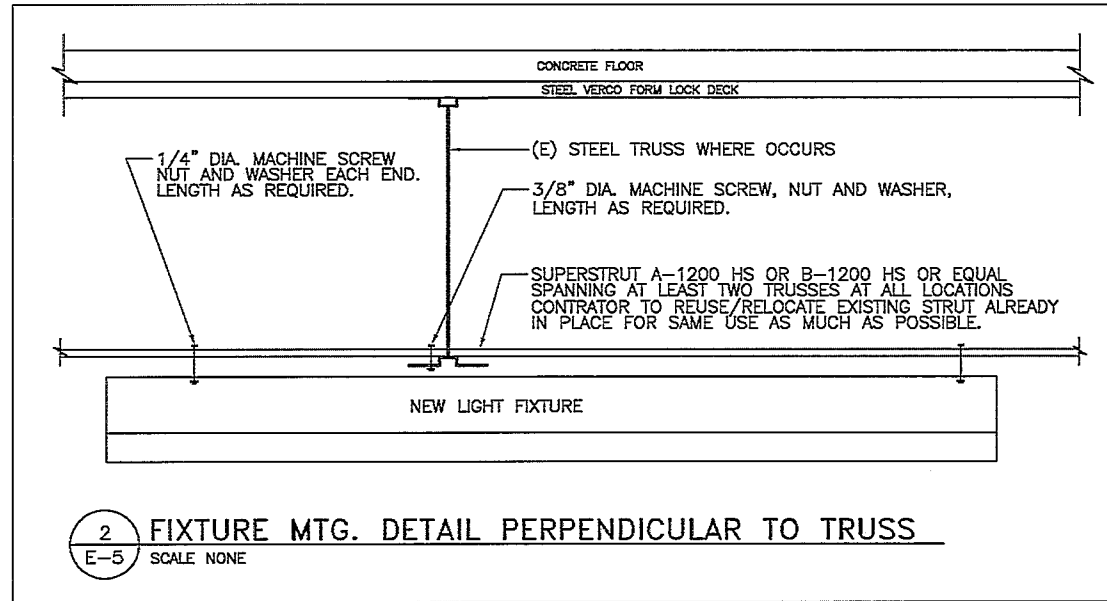




SKIZ

# Building 2nd Floor Framing

1/8" = 1'-0"



2  
E-5

**FIXTURE MTG. DETAIL PERPENDICULAR TO TRUSS**

SCALE NONE

**GENERAL ELECTRICAL NOTES**

ALL LIGHT FIXTURES ARE NEW U.O.N  
 ALL EXIT SIGNS AND EMERGENCY EGRESS LIGHTS SHALL BE POWERED FROM A DEDICATED 120V CONSTANT HOT CIRCUIT LABELED AT THE PANEL.  
 SEE E-6 FOR FIXTURE SCHEDULE

PER CBC 1006.4, CONTRACTOR TO PLACE, ADJUST (AND INCREASE QUANTITY IF NECESSARY) OF EMERGENCY EGRESS AND COMBO EGRESS/EXIT LIGHTS TO ENSURE AVERAGE INITIAL ILLUMINATION IS 1.0 Fc WITHIN THE ENTIRE PATH OF EGRESS AND A MINIMUM OF 0.1 Fc AT ANY POINT ALONG PATH OF EGRESS AT FLOOR LEVEL.

**SHEET NOTES**

- 1 TYPICAL SMALL OFFICE WALL MOUNTED DUAL RELAY PIR OCCUPANCY SENSOR SWITCH.
- 2 THESE LIGHTS CONTROLLED BY TIME CLOCK WITH LOCAL OVERRIDE SWITCHES AND BI-LEVEL SWITCHES.
- 3 LOCAL OVERRIDE SWITCH, MECHANICAL WIND UP, 120 MINUTE MAX.
- 4 TYPICAL SMALL OFFICE WALL MOUNTED SINGLE RELAY PIR OCCUPANCY SENSOR SWITCH.
- 5 GRID SHOWN FOR REFERENCE ONLY. SEE ARCHITECTURAL REFLECTED CEILING FOR EXACT GRID LOCATION.
- 6 REPLACE EXISTING SWITCH WITH NEW. DISABLE CONCURRENT SWITCHING OF EXHAUST FAN AND LIGHT.
- 7 MOTOR RATED SWITCH FOR CONCURRENT SWITCHING OF LIGHTS AND SUPPLY FANS.
- 8 FROM DEDICATED MACHINE ROOM LIGHT AND RECEPTACLE CIRCUIT. SEE E-3.

SK 13

**SHEET INDEX**

|       |   |
|-------|---|
| E-0   | SYMBOLS LIST, SINGLE LINE DIAG. DETAILS |
| E-0.1 | ELECTRICAL DETAILS                      |
| E-0.2 | ELECTRICAL SITE/ROOF PLANS              |
| E-0.3 | TITLE 24 DOCUMENTS.                     |
| E-0.4 | PANEL SCHEDULES                         |
| E-1   | FIRST FLOOR ELECTRICAL DEMOLITION PLAN  |
| E-2   | SECOND FLOOR ELECTRICAL DEMOLITION PLAN |
| E-3   | FIRST FLOOR NEW POWER AND SIGNAL PLAN   |
| E-4   | SECOND FLOOR NEW POWER AND SIGNAL PLAN  |
| E-5   | FIRST FLOOR NEW LIGHTING PLAN           |
| E-6   | SECOND FLOOR NEW LIGHTING PLAN          |

JOB NO.

**08156**

PRINT DATE:

PLOT DATE:

DRAWN BY:

CHECKED BY:

SET ISSUED:

50% REVIEW SET

90% REVIEW SET

95% -PLANCHECK

BID SET

PLAN CHECK

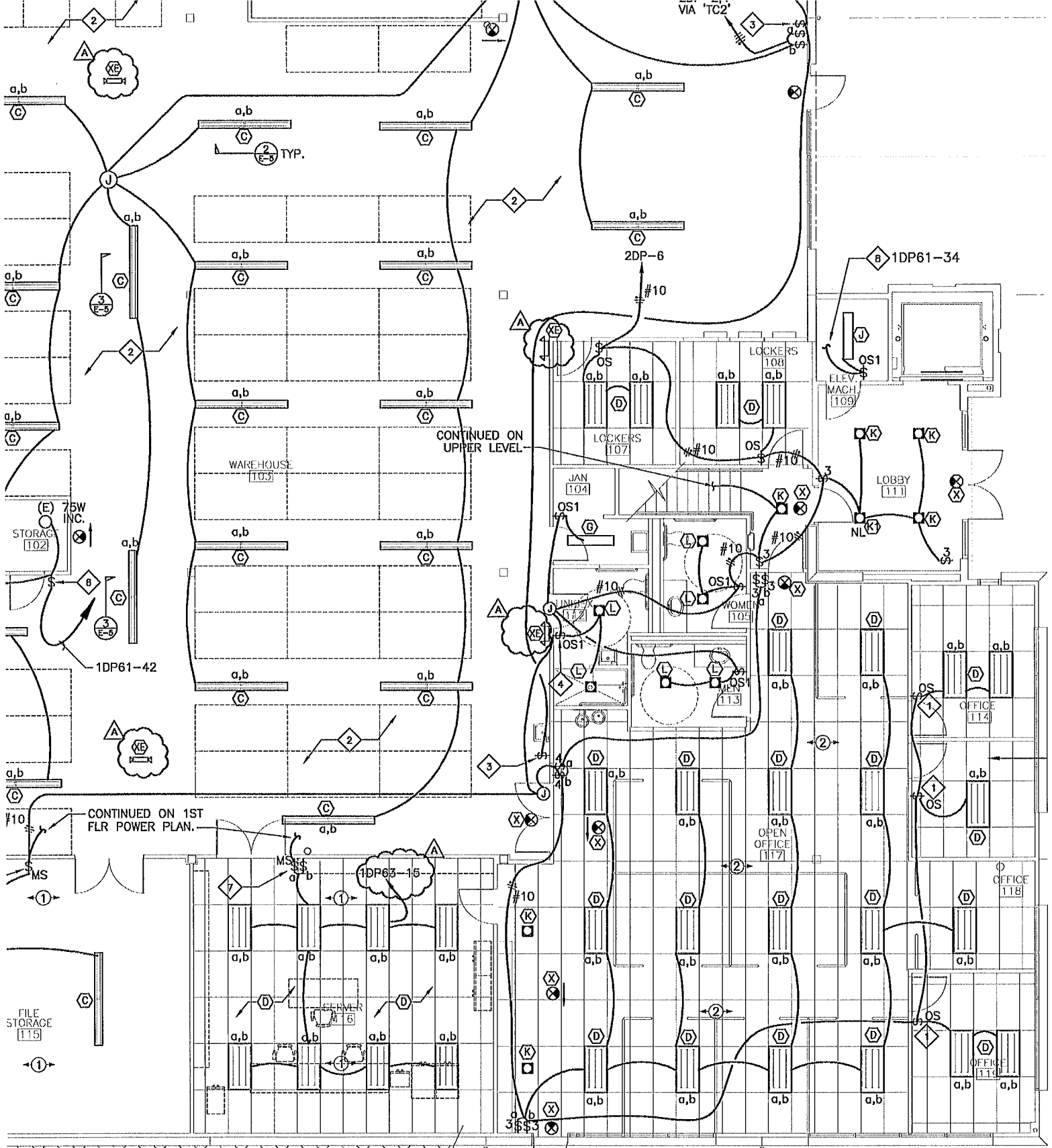
SHEET NAME:

**FIRST FLC LIGHTING PLAN**

SHEET NO.:

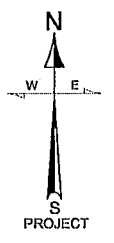
**E-5**

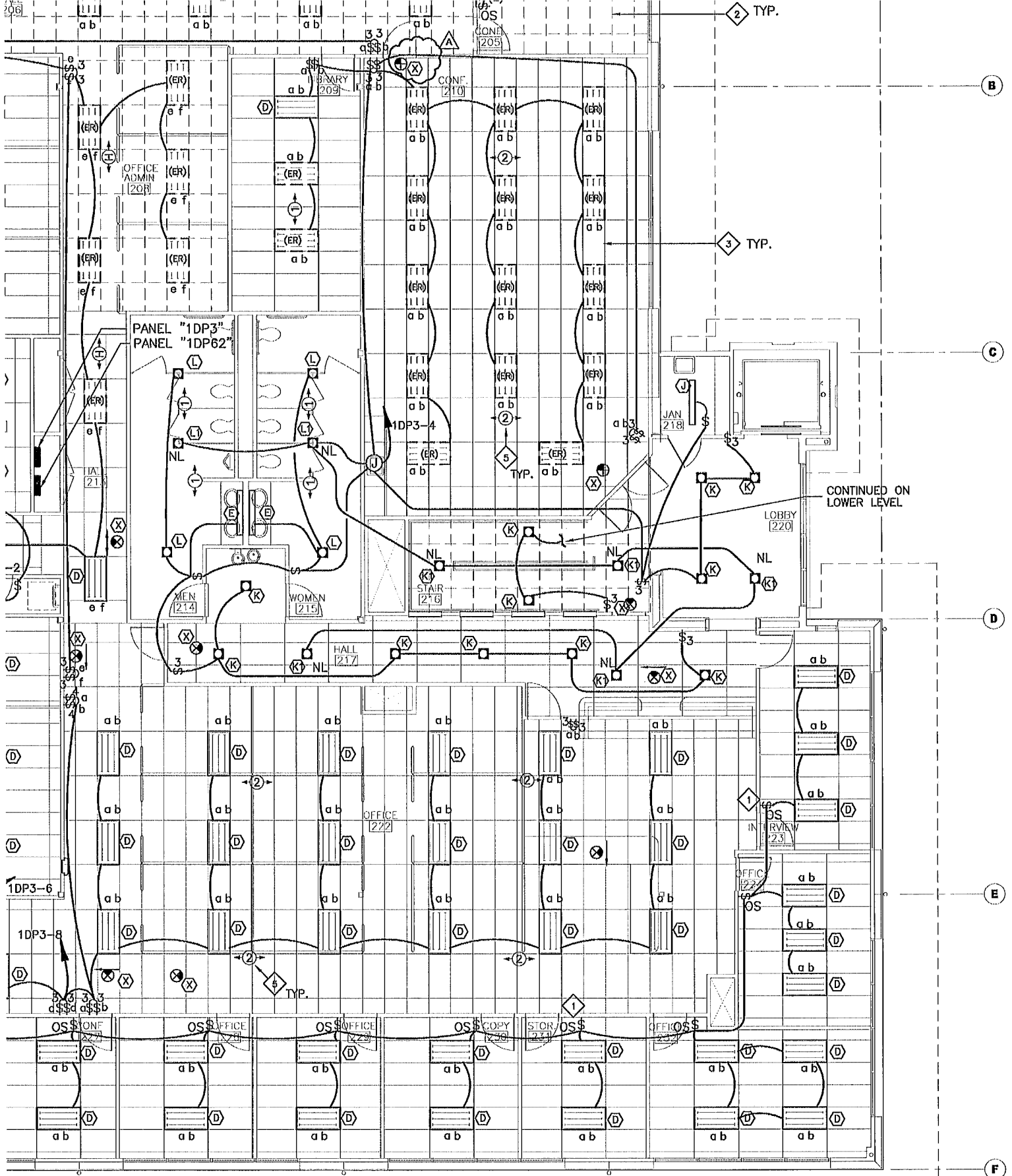
FILE NAME.:



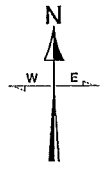
SK 14

1 FIRST FLOOR NEW LIGHTING PLAN  
 E-5 SCALE 1/8"=1'-0"



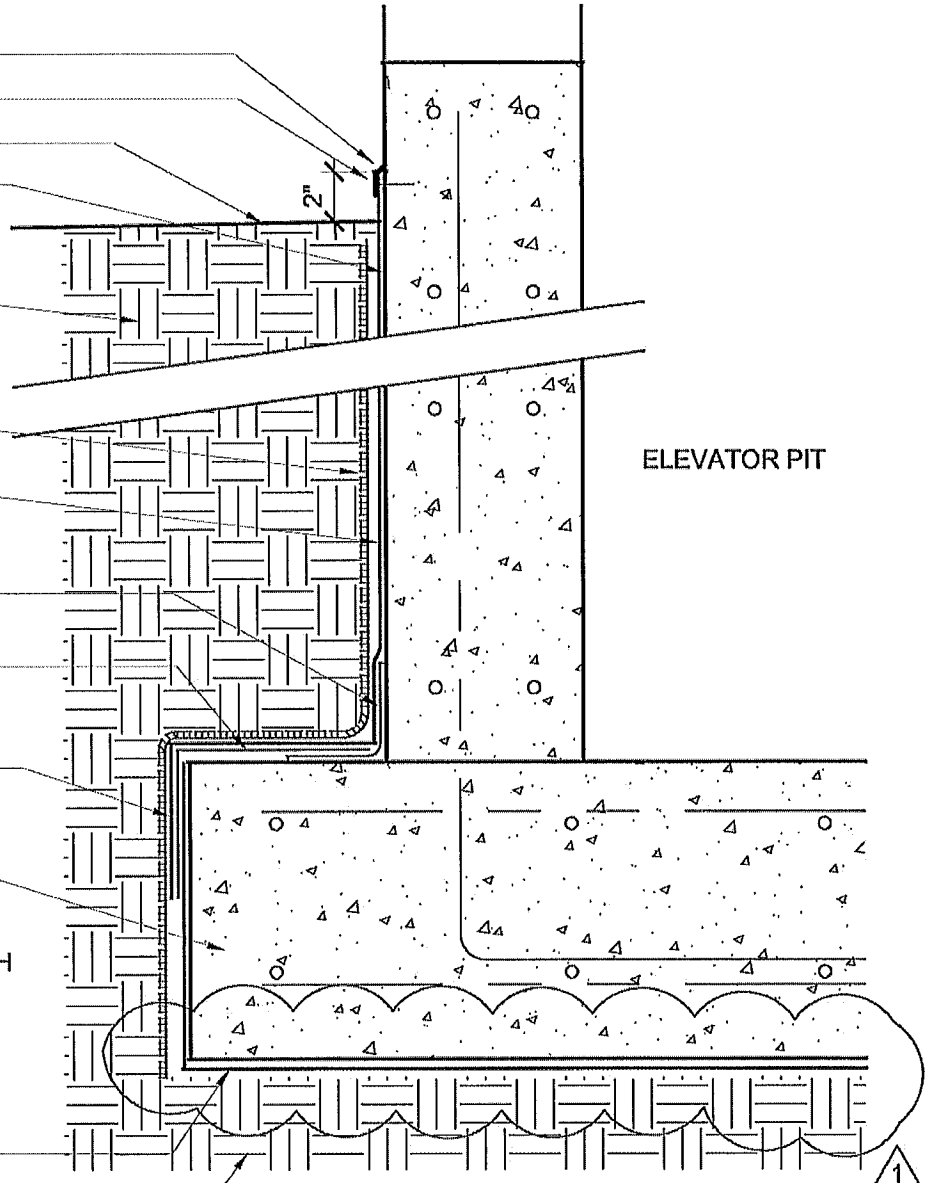


1 SECOND FLOOR NEW LIGHTING PLAN  
 E-6 SCALE 1/8"=1'-0"



# A9.1

- BITUTHANE LIQUID MEMBRANE
- 1/8" x 1" ALUM TERMINATION BAR
- FINISH GRADE
- CONCRETE RETAINING WALL  
AT ELEVATOR PIT  
REF: STRUCTURAL
- BACKFILL NATIVE SOIL,  
NO DRAINROCK,  
WALL SHALL BE STRUCTURED  
FOR HYDROSTATIC PRESSURE
- COMPOSITE DRAIN BOARD  
FABRIC SIDE OUT
- SELF ADHERED  
WATERPROOFING MEMBRANE  
OVER PREPARED SUBSTRATE
- BITUTHANE LIQUID MEMBRANE  
FILLET AT CORNER
- ADDITIONAL 12" WIDE PIECE OF  
WATERPROOFING MEMBRANE AT  
OUTSIDE CORNER
- CONTINUE PRIMARY MEMBRANE  
OVER FOOTING AND LAP OVER  
UPTURNED MEMBRANE
- CONCRETE FOOTING  
CAST DIRECTLY AGAINST  
WATERPROOFING MEMBRANE,  
ELIMINATE CRACKING AND CUPPING WITH  
ADMIXTURES AND GOOD CONCRETING  
PRACTICES. REF: STRUCTURAL
- WATERPROOFING MEMBRANE  
UNDER SLAB  
LAP UP SIDE OF FOOTING
- PREPARED SUB-GRADE



**NOTE:**  
REFER TO STRUCTURAL AND GEOTECHNICAL  
DOCUMENTS FOR MORE INFORMATION

12

## CONCRETE RETAINING WALL AT ELEVATOR PIT

SCALE: 1 1/2" = 1'-0"

SK-16

II. BID FORM  
Document 1

EXHIBIT B

FOR: Remodel Construction of the Building Located at 110 Vernon Street,  
Santa Cruz and Related Site Work

BID TO: Santa Cruz Metropolitan Transit District  
Attention: Lloyd Longnecker, Purchasing Agent  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

BID FROM:

Dmc Construction Inc.  
(Print Name of firm submitting Proposal)

2611 Garden Road  
(Address)

Monterey, California 93940  
(City, State, Zip Code)

831.656.1600                      831.656.1601  
(Telephone)                                      (Fax)

clanmcaweeney@dmcconstruction.com  
(Email address)

*Bidder's Declarations and Statement of Understanding*

- 1) The Bidder declares that he/she has read the IFB and has authority to submit the following bid. The bidder understands that, in addition to this Bid Form, the IFB and bidder's supporting documentation constitute parts of the bid and are incorporated herein by reference. Bidder acknowledges that addenda numbers 1 through 1 have been delivered and have been taken into account as part of this bid, and that all addenda issued are hereby made part of the bid.
- 2) The Bidder declares that he/she understands that all portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as non-responsive. Attached to and submitted with the Bid Form, bidder must provide the following completed documents: Statement of Bidder's Qualifications, Experience, Financial Viability and Ability and Project Capacity, Non-Collusion Affidavit, Bidder's Bond or Security as required, Certification(s) regarding Disbarment for Prime Contracts over \$100,000.00, for subcontracts over \$100,000.00, and for subcontracts under \$100,000.00, Disclosure of Governmental Positions, Designation of Subcontractors, Buy America Certificate, Certification Regarding Lobbying, Disadvantaged Business Enterprise (DBE) Certification and Information Report, Statement of Compliance, Apprenticeship Employment Certification, Workers' Compensation Certification and Conflict of Interest Statement. Failure to submit all required documents completed may result in the bid being rejected as non-responsive.
- 3) The Bidder declares and agrees that it can and will meet the insurance requirements set forth in the IFB and all required insurance will be carried without reservation or exclusion should Bidder be awarded a contract pursuant to the IFB, during the entire term of the contract and any extensions thereof.

II. BID FORM  
Document 1

4) The bidder, having the appropriate active contractor's license (Class "A" or "B") required by the State of California; or able to obtain the appropriate license by the time of the award of the contract and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by METRO for the construction of the MetroBase Project Phase 1, having carefully and fully examined the sites of the proposed work and all information available to bidder, and being familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the IFB, and to complete all requirements of the IFB for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid submission deadline. If the bidder is selected as the apparent lowest responsive responsible bidder, the bidder agrees, within ten (10) working days after receipt of notice of award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items to the Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, California 95060. If awarded the Contract, the bidder agrees to complete the project within 100 calendar days after the date of the commencement specified in the Notice to Proceed.

5) The bidder agrees to perform the work for the combined cost of all items of work in the amount of:

One million eight hundred Dollars (\$ 1,833,141) one hundred  
(In words-printed or typed) thirty three thousand forty one

6) Bidder represents, warrants and agrees that if awarded the contract, bidder shall perform a minimum of 10% (%) of the total of all work with its own forces

There is herewith enclosed cash, a Bidder's Bond, or bid security for the benefit of, or a certified check or cashier's check made payable to, Santa Cruz Metropolitan Transit District in the amount of:

BID BOND Dollars (\$ 10<sup>00</sup>)  
(In words-printed or typed)

The bidder agrees that if the bidder is selected as the apparent lowest responsive responsible bidder and the bidder fails to sign the Contract and/or furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and/or other required items within the time limit specified in the IFB, it will forfeit the bid bond/security to METRO and METRO may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the Santa Cruz Metropolitan Transit District for the difference between the amount of the disqualified bid and the larger amount for which the Santa Cruz Metropolitan Transit District procures the work plus all of the Santa Cruz Metropolitan Transit District's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents

BIDDER IS A: (circle one)

Corporation Partnership Individual Joint Venture Other \_\_\_\_\_

Federal Tax Number: 77-0001255

Business License Number: 452548

What is the official name registered with the IRS for this number?  
Dmc Construction Incorporated

When were you organized? 1983

If a Corporation, where incorporated? California

II. BID FORM  
Document 1

How many years have you been in the contracting business under your current firm name or trade name? 35

State the date bidder first began business California

State any other names that bidder has used or done business under in the past five (5) years.

NONE

NAMES AND TITLES OF KEY MEMBERS OF FIRM: Dan J. McAweeney, President  
Gayla B. McAweeney, Vice President

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

NAME OF PRESIDENT IF A CORPORATION: Dan J. McAweeney

NAME OF SECRETARY IF A CORPORATION: Dan J. McAweeney

STATE OF INCORPORATION: California

**CALIFORNIA CONTRACTOR'S LICENSE(S):**

Contractor warrants that it either has the required license as indicated or will possess the required license at the time of the award

Name of License(s):

B  
Classification(s)

452548  
Number

2/2010  
Expiration Date

(For Joint Ventures, list license or licenses for all Joint Venture partners)

CORPORATE SEAL:

Identification of contact person during IFB process:

Name: Dan J. McAweeney

Address: 2101 Garden Rd. Monterey CA 93940

Telephone Number: 831 656-1600

Fax Number: 831 656-1601

E-Mail Address: danmcaweeney@dmcconstruction.com



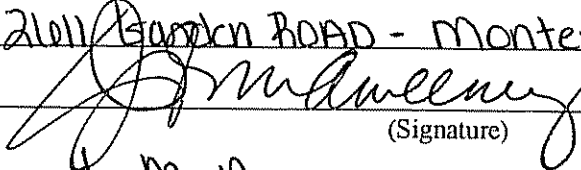
II. BID FORM  
Document 1

Acceptance of Terms:

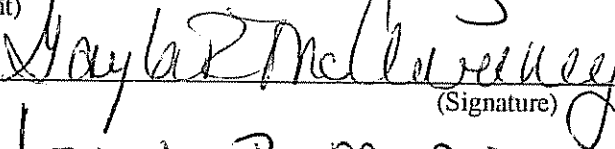
Execution of this Bid Form shall be deemed as acceptance of all the terms and conditions as set forth in the Notice and Invitation of Bids, including but not limited to the Instructions to Bidders (Part I), Bid Form (Part II), General Conditions of Contract (Part III), Special Conditions of Contract (Part IV), Contract (Part V), the FTA Requirements for construction contracts (Part VI), Volume 2 and the construction drawings.

NAME OF BIDDER'S FIRM: Dmc Construction Inc.

Address: 2101 Garden Road - Monterey, CA 93940

By:   
(Signature)

Dan J. McAweeney  
(Print)

By:   
(Signature)

Mayla R. McAweeney  
(Print)

(If signature is by other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.)

BID FORM – DOCUMENT 2

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE,  
FINANCIAL VIABILITY, AND ABILITY & PROJECT CAPACITY**

(Use Additional Sheets if necessary)

This form must be completed, signed by bidder, and submitted to the Santa Cruz Metropolitan Transit District with the bidder's submitted bid package. Failure to complete, sign and submit this document may result in bidder's submitted bid to be rejected as non-responsive.

The BIDDER is required to state below what work of similar magnitude or character it has completed, and to give a minimum of three (3) references that will enable METRO to judge its experience, skill and business standing and of his/her/its ability to construct the Project as completely and as rapidly as required under the terms of the IFB.

All questions must be answered and the data given must be clear and comprehensive. Provide the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, engineer, or other supervising person or public agency **If necessary, questions may be answered on separate attached sheets.** The BIDDER may submit any additional information it believes is relevant to its qualifications and experience.

1. State the full legal name of the bidder Attached
2. State the name and title of each officer or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, and responsibilities, if any.
3. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq, (False Claims Act) or 31 United State Code Section 3729, et seq? If so, describe in detail all facts, circumstances and the outcome.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person
5. For every lawsuit or mediation between bidder and the owner of construction project, limited to such lawsuits or mediations initiated or completed within the past seven (7) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
6. Within the past seven (7) years, has bidder paid liquidated damages, ever failed to complete a construction project, within the time allowed by the contract, including any agreed upon contract extensions? If so, state the name, address and telephone number of the owner of such construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement
7. Within the last seven (7) years has any surety of bidder ever paid or satisfied any claim against the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants
8. Has any surety of bidder ever been called upon to complete a project for the bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.

BID FORM – DOCUMENT 2

9. For each construction project that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project and the scheduled completion date
10. State bidder's annual gross income for each of the last five fiscal years. *Attached*
11. Attach a current financial statement. As used herein, "current financial statement" means a balance sheet and profit and loss statement prepared and presented in a format that complies with Generally Accepted Accounting Principles (GAAP), covering a period of time that is no less than the most recent fiscal year for bidder. The current financial statement must be prepared by a Certified Public Accountant. If bidder's most recent fiscal year ended more than six (6) months prior to the date when the Contract Documents require this Contractor Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District, then "current financial statement" shall also include an interim balance sheet and profit and loss statement covering the period of time from the end of bidder's most recent fiscal year to a period of time no greater than sixty (60) days prior to the date when the Contract Documents require this Bidder Qualification Questionnaire be completed and returned to Santa Cruz Metropolitan Transit District. Bidder's current financial statement must demonstrate Bidder's financial viability and financial ability to perform this Project and Bidder's other scheduled projects.
12. Describe the Organizational Structure of the proposed Project Team. If the Bidder is a Joint Venture than provide a copy of the Joint Venture agreement. Provide a description on any team agreements, the functions and organizational structure of each team member, including proposed major subcontractors and sub-consultants
13. At a minimum to be responsible, you must meet the following criteria (Documentation must be attached setting forth the Name of Owner, Address, Contact Person, phone number, e-mail address of each project that Bidder claims meet the owner required criteria so that METRO can verify Bidder's experience ):
- a. Have completed to the public owner's satisfaction, no less than three (3) public works projects in the State of California involving the construction remodel of a building, each with an original contract price of no less than \$3,000,000 within the past seven (7) years, with at least one of the projects successfully completed within the last year prior to the date of bid opening. Each of the Projects must have required substantial work involving the bidder's own forces itself
  - b. The General Contractor or subcontractor thereof shall have completed to the public owner's satisfaction, at least two (2) **public works** projects in the State of California of similar scope, size, and complexity of this project
  - c. The proposed Project Manager shall have experience in management of construction, including at least five (5) years experience with significant responsibility on at least two (2) construction projects of similar scope, size, and complexity of this project.

**DMC Construction Inc Response to BID FORM –DOCUMENT 2**

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE, FINANCIAL VIABILITY,  
AND ABILITY & PROJECT CAPACITY**

1. Bidder's Full Legal Name: DMC Construction Incorporated
2. President/Owner: Dan J. McAweeney, 100% Ownership
3. No
4. No
5. Superior Court of California, County of Monterey, 1200 Aquajito Road,  
Monterey, CA 93940  
Case # M91149  
DMC Construction V. Hotel Pacific Monterey, LLC  
Suit to foreclose on lien filed by DMC to collect unpaid funds for  
construction services provided during the renovation of hotel property in  
Monterey. Owner paid DMC in full prior to lien foreclosure.  
  
Superior Court of California, County of Monterey, 1200 Aquajito Road,  
Monterey, CA 93940  
Case # M92395  
DMC Construction V. Tim A. Auger, et. al.  
Suit filed by DMC to collect unpaid funds for construction of new single  
family residence. Case went through mediation without resolution and is  
currently in process of arbitration. Owner has since declared bankruptcy.  
Outcome pending.
6. No
7. No
8. No

## 9. Current Projects

### **Presidio of Monterey Barracks Upgrade**

OWNER: US Army Corp of Engineers  
2021 Jefferson Blvd.  
West Sacramento, CA 95691  
916.649.0132

COST: \$17,400,000.00

DATE OF COMP.: 7/25/2010

LOCATION: Monterey, CA

DESCRIPTION: Renovation of three barracks buildings

CONTACT: Mr. Steve Scholten, U.S. Army Corps of Engineers  
831-884-9925 x223

### **Pacific Grove High School Breaker Stadium**

Owner: Pacific Grove Unified School District  
555 Sinex Avenue  
Pacific Grove, CA 93950

COST: \$6,350,000

DATE OF COMP: 5/8/09

LOCATION: Pacific Grove, CA

DESCRIPTION: Construction of a new sports stadium including track, synthetic field, concession building, field house, bleachers, and new parking facilities.

Contact: Mr. Robin Blakely, PGUSD 831.646.6509

### **Gavilan College Humanities, Art, and Music**

Owner: Gavilan Community College  
5055 Santa Teresa Blvd.  
Gilroy, CA 95020

COST: \$3,170,000

DATE OF COMP: 5/29/09

LOCATION: Gavilan College, Gilroy, CA

DESCRIPTION: Renovation of three classroom buildings including reroofing, HVAC upgrades, and complete rewiring.

Contact: Mr. Kurt Weaver, Kitchell CEM, (408) 846-4946

### **Steinbeck Elementary School Reconstruction**

Owner: Alisal Union School District  
1205 East Market Street  
Salinas, CA 93905

COST: \$4,248,000

DATE OF COMP: 8/14/09

LOCATION: Salinas, CA

DESCRIPTION: Remediation, Demolition, and Repair of existing buildings, including a fire alarm upgrade to all existing buildings and portables.

Contact: Mr. Jim Koenig, AUSD, 831-753-5700

### **Dr. Oscar Loya Elementary School Reconstruction**

Owner: Alisal Union School District  
1205 East Market Street  
Salinas, CA 93905

COST: \$3,249,000

DATE OF COMP: 5/15/09

LOCATION: Salinas, CA

DESCRIPTION: Remediation, Demolition, and Repair of existing buildings, including a fire alarm upgrade to all existing buildings and portables.

Contact: Mr. Jim Koenig, AUSD, 831-753-5700

### **Hyatt Monterey - Spa Project**

OWNER: Hyatt Regency Monterey  
1 Old Golf Course Road  
Monterey, CA 93940

COST: \$3,500,000

DATE OF COMP: 5/15/09

LOCATION: Monterey, CA

DESCRIPTION: Renovation of existing structure to accommodate new spa facility

CONTACT: Rob Manning, Hyatt Development Corporation,  
415-874-3000

The projects presented above represent the primary projects currently under contract through our commercial construction division. There are several other projects of significantly lesser scope that will require DMC involvement over the calendar year.

**10. Annual Gross Incomes**

2004 - \$25.6 Million  
2005 - \$33.0 Million  
2006 - \$34.9 Million  
2007 - \$33.5 Million  
2008 - \$43.2 Million

**11. Financial Statements Attached (FY2007 and FY 2008 w/review pending)**

**12. Proposed Project Team**

|                                 |                  |
|---------------------------------|------------------|
| President:                      | Dan J. McAweeney |
| General Manager:                | Mark B. Lord     |
| Commercial Division Manager:    | Andrew Miller    |
| Project Manager:                | Mark Goodman     |
| Project Contract Administrator: | Shawna Pagnella  |
| Project Superintendent:         | Ethan Hare       |
| Project Foreman:                | James Lynn       |
| Project Safety Manager:         | Matt James       |

DMC proposes the above listed individuals as the project management team. With over 130 years of combined commercial construction experience this team represents the highest quality of construction professionals available in the Central California Construction Community. Resumes of all proposed project members and a project organization chart are available upon request. Project is not proposed as a joint venture.

**13. a. Hartnell College CALL Building**

|                |   |
|----------------|---|
| OWNER:         | Hartnell Community College<br>411 Central Avenue<br>Salinas, CA 93901<br>831.755.6700 |
| COST:          | \$14,500,000.00   |
| DATE OF COMP.: | 2/27/2009   |
| LOCATION:      | Salinas, CA   |
| DESCRIPTION:   | New Construction of a 33,000 SF Educational Bldg.                                     |
| CONTACT:       | Mr. Damon Felice, 831-770-7044<br>Damon@felice-consulting.com                         |

### **Salinas High School Performing Arts Center**

OWNER: Salinas Union High School District  
ARCHITECT: Sally Swanson Architecture  
COST: \$4,665,000.00  
DATE OF COMP.: 8/31/05  
LOCATION: Salinas, CA  
DESCRIPTION: Renovation to Existing Building & New Construction  
REFERENCE: Karen Luna, SUHSD  
CONTACT INFO: SUHSD 831.796.7075 kluna@salinas.k12.ca.us

### **Monterey High School Modernization**

OWNER: Monterey Unified School District  
ARCHITECT: Lyndon Frost & Horowitz Architecture  
COST: \$5,550,000.00  
DATE OF COMP.: 9/30/05  
LOCATION: Monterey, CA  
DESCRIPTION: Renovation & Modernization to Existing Buildings  
REFERENCE: 3DI Construction Management  
CONTACT INFO: Tom Fakner - Former 3DI Project CM, 408-842-5777  
tfakner@harris-assoc.com

#### **b. Monterey Airport Terminal Modernization**

OWNER: Monterey Peninsula Airport District  
ARCHITECT: The Jones Payne Group  
COST: \$6,300,000.00  
DATE OF COMP.: 9/22/07  
LOCATION: Monterey, CA  
DESCRIPTION: Seismic Retrofit and Additions to Airport Terminal  
REFERENCE: Monterey Peninsula Airport District  
CONTACT INFO: Mark Bautista, Asst. Airport Manager, 831.648.7000  
mbautista@montereyairport.com

### **Pacific Grove Civic Center**

OWNER: City of Pacific Grove  
ARCHITECT: Deems, Lewis McKinley Architects  
COST: \$2,850,803  
DATE OF COMP.: October 2001  
LOCATION: Pacific Grove, California  
DESCRIPTION: Remodel Existing Buildings & Addition  
REFERENCE: Doug Rick, Former City of Pacific Grove Building  
Official, 831-675-5000 cityclerk@ci.gonzales.com



**c. Proposed Project Manager: Mark Goodman**

**El Sausal & Washington Middle Schools**

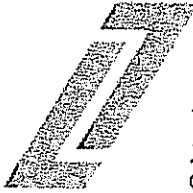
OWNER: Salinas Unified High School District  
ARCHITECT: Kasavan Architects  
COST: \$2,252,764.00  
DATE OF COMP.: 9/30/05  
LOCATION: El Sausal & Washington Schools, Salinas, CA  
DESCRIPTION: Renovation & Modernization to Existing Buildings  
REFERENCE: Salinas Unified High School District, Karen Luna  
CONTACT INFO: SUHSD 831.796.7075 kluna@salinas.k12.ca.us

**Hartnell College Call Building**

OWNER: Hartnell Community College  
411 Central Avenue  
Salinas, CA 93901  
831.755.6700  
COST: \$14,500,000.00  
DATE OF COMP.: 2/27/2009  
LOCATION: Salinas, CA  
DESCRIPTION: New Construction of a 33,000 SF Educational Bldg.  
CONTACT: Mr. Damon Felice, 831-770-7044  
Damon@felice-consulting.com

# FINANCIAL STATEMENTS

11.



Lozano, Lozano & Company

CERTIFIED PUBLIC ACCOUNTANTS

PHIL LOZANO, C.P.A.  
GINGER LOZANO, C.P.A.  
AARON C. STUDD

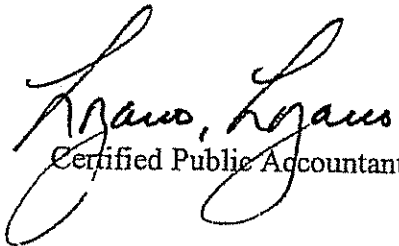
March 18, 2008

Board of Directors  
DMC Construction, Incorporated  
Pacific Grove, California

We have reviewed the accompanying balance sheets of DMC Construction, Incorporated, as of December 31, 2007 and 2006, and the related statements of earnings and retained earnings, and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of DMC Construction, Incorporated.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

  
Certified Public Accountants

DMC CONSTRUCTION, INCORPORATED  
STATEMENTS OF EARNINGS AND RETAINED EARNINGS

|  | Year ended          |                     |
|--|---------------------|---------------------|
|  | December 31         |                     |
|  | <u>2007</u>         | <u>2006</u>         |
| CONSTRUCTION CONTRACT:                 |                     |                     |
| Revenues                               | \$34,031,533        | \$35,698,446        |
| Costs                                  | <u>31,420,780</u>   | <u>32,267,162</u>   |
| Margin                                 | 2,610,753           | 3,431,284           |
| GENERAL AND ADMINISTRATIVE EXPENSES    | 1,715,673           | 1,736,221           |
| EARNINGS BEFORE OTHER INCOME (EXPENSE) | <u>895,080</u>      | <u>1,695,063</u>    |
| OTHER INCOME (EXPENSE):                |                     |                     |
| Claim settlement (Note B)              | ( 385,000)          |                     |
| Interest expense                       | ( 35,971)           | ( 51,984)           |
| Interest and other income              | 22,395              | 31,667              |
| Gain on sale of equipment              | <u>12,866</u>       | <u>( 8,362)</u>     |
| Net other expense                      | ( 385,710)          | ( 28,679)           |
| EARNINGS BEFORE INCOME TAXES           | <u>509,370</u>      | <u>1,666,384</u>    |
| INCOME TAXES - Current                 | 8,741               | 26,323              |
| NET EARNINGS                           | <u>500,629</u>      | <u>1,640,061</u>    |
| RETAINED EARNINGS, beginning of year   | 3,871,839           | 2,839,212           |
| DISTRIBUTIONS TO STOCKHOLDER           | ( 922,224)          | ( 607,434)          |
| RETAINED EARNINGS, end of year         | <u>\$ 3,450,244</u> | <u>\$ 3,871,839</u> |

See accountants' review report  
and notes to financial statements

DMC CONSTRUCTION, INCORPORATED  
STATEMENTS OF CASH FLOWS

|   | Year ended<br>December 31 |                 |
|---|---------------------------|-----------------|
|   | 2007                      | 2006            |
| <b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>                                    |                           |                 |
| Collections from customers  | \$35,195,230              | \$33,114,800    |
| Paid to suppliers and employees   | ( 34,338,645)             | ( 32,664,900)   |
| Income taxes paid   | ( 42,172)                 | ( 12,000)       |
| Interest paid   | ( 35,971)                 | ( 51,984)       |
| Interest and other income received  | <u>22,191</u>             | <u>31,667</u>   |
| Net cash provided by operating activities                                       | 800,633                   | 417,583         |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES -</b>                                   |                           |                 |
| Purchase of equipment   | ( 97,356)                 | ( 118,389)      |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>                                    |                           |                 |
| Distributions to stockholder  | ( 922,224)                | ( 607,434)      |
| Net proceeds from short-term borrowing<br>and bank overdraft                    | 427,604                   | 486,815         |
| Repayment of long-term borrowing  | ( 192,921)                | ( 178,059)      |
| Net cash used by financing activities   | ( 687,541)                | ( 298,678)      |
| <b>NET INCREASE IN CASH</b>   | <u>15,736</u>             | <u>516</u>      |
| CASH, beginning of year   | 8,373                     | 7,857           |
| CASH, end of year   | <u>\$ 24,109</u>          | <u>\$ 8,373</u> |
| <b>SUPPLEMENTAL SCHEDULE OF NONCASH<br/>INVESTING AND FINANCING ACTIVITIES:</b> |                           |                 |
| Debt incurred to purchase equipment   | <u>\$44,990</u>           | <u>\$44,571</u> |
| Value recorded on trade-in of equipment   | <u>\$35,370</u>           |                 |

See accountants' review report  
and notes to financial statements

DMC CONSTRUCTION, INCORPORATED  
STATEMENTS OF CASH FLOWS (CONTINUED)

|  | Year ended   |              |
|--|--------------|--------------|
|  | December 31  |              |
|  | 2007         | 2006         |
| RECONCILIATION OF NET EARNINGS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:                     |              |              |
| Net earnings   | \$ 500,629   | \$1,640,061  |
| Adjustments of net earnings to net cash provided by operating activities:                        |              |              |
| Depreciation   | 188,709      | 215,608      |
| (Gain) loss on sale of equipment   | ( 12,866)    | 8,362        |
| Provision for bad debts  | ( 1,173)     | 194,613      |
| Reinvested dividends   | ( 204)       |              |
| (Increase) decrease in assets:   |              |              |
| Construction contract receivables  | 1,507,786    | ( 3,164,166) |
| Cash held in lieu of retentions  | ( 120,390)   | 1,680,625    |
| Costs and estimated earnings in excess of related billings on construction contracts in progress | 169,377      | ( 775,126)   |
| Prepaid taxes  | ( 11,059)    |              |
| Other current assets   | 913          | ( 662)       |
| Increase (decrease) in liabilities:  |              |              |
| Accounts payable and accrued expenses  | ( 1,005,641) | 928,244      |
| Billings in excess of related costs and estimated earnings on construction contracts in progress | ( 393,076)   | ( 324,979)   |
| Income taxes payable   | ( 22,372)    | 15,003       |
| Subtotal - adjustments   | 300,004      | ( 1,222,478) |
| Net cash provided by operating activities  | \$ 800,633   | \$ 417,583   |

See accountants' review report  
and notes to financial statements

DMC Construction, Incorporated

2007

\*\* BALANCE SHEET \*\*  
As of December 31, 2007

ASSETS

CURRENT ASSETS

|     |                             |              |              |
|-----|-----------------------------|--------------|--------------|
| 100 | Cash in Bank                | -726,789.35  |              |
| 109 | FNB Investment/Dreyfus M Mg | 203.74       |              |
| 110 | ESCrow Accounts             | 360,832.23   |              |
| 111 | ACCOUNTS RECEIVABLE         | 6,813,137.60 |              |
| 120 | Employee Receivable         | 164.07       |              |
| 129 | Investments                 | 58,624.69    |              |
| 140 | Underbilled                 | 824,608.00   |              |
| 158 | Prepaid Corp Income Tax- St | 16,541.03    |              |
| 159 | Refundable Deposits         | 5,792.30     |              |
|     |                             |              |              |
|     | TOTAL CURRENT ASSETS        |              | 7,353,114.31 |

FIXED ASSETS

|       |                             |               |            |
|-------|-----------------------------|---------------|------------|
| 163   | 1979 Piper Navajo Airplane  | 230,947.30    |            |
| 164   | Cessna T206H - N5179K       | 2,802.50      |            |
| 165   | Equipment                   | 489,005.62    |            |
| 167   | Improvements                | 111,404.74    |            |
| 169   | Office Equipment            | 150,423.33    |            |
| 169.1 | Office Equipment - Commerci | 17,193.08     |            |
| 169.2 | Office Equipment - Resident | 1,125.49      |            |
| 169.3 | Office Equipment - Service  | 14,458.14     |            |
| 169.5 | Office Equipment SC         | 2,249.27      |            |
| 171   | Office Trailers             | 47,787.69     |            |
| 175   | Tools                       | 16,803.21     |            |
| 177   | Trucks and Autos            | 854,929.58    |            |
| 180   | Accumulated Depreciation    | -1,055,492.00 |            |
| 195   | Pebble Beach Membership     | 16,000.00     |            |
|       |                             |               |            |
|       | TOTAL FIXED ASSETS          |               | 899,637.95 |

TOTAL ASSETS

8,252,752.26

DMC Construction, Incorporated

\*\* BALANCE SHEET \*\*  
As of December 31, 2007

2007

LIABILITIES & EQUITIES

LIABILITIES

SHORT TERM LIABILITIES

|      |                             |              |
|------|-----------------------------|--------------|
| 21   | Accounts Payable            | 3,383,862.82 |
| 220  | Accts Payable- Empl Recycli | 2,022.00     |
| 221  | Credit Cards Payable        | 528.41       |
| 265  | Workers' Comp Payable       | 29,274.94    |
| 267  | 401k Employee Withholding   | 1,723.76     |
| 268  | Health & Welfare PW Certifi | 20,584.87    |
| 275  | Overbilled                  | 490,634.00   |
| 2874 | FNB 100k Equip Line 7618    | 17,944.30    |
| 289  | Current Portion Long Term D | 180,533.33   |

TOTAL SHORT TERM LIABILITIES

4,127,108.43

LONG TERM LIABILITIES

|      |                              |             |
|------|------------------------------|-------------|
| 2904 | GMAC 28640 2004 Suburban 0%  | 12,127.11   |
| 2905 | GMAC 27262 675.30 2004 Tahoe | 11,475.30   |
| 2907 | GMAC- 2004 Chevy 4500 0%     | 14,785.99   |
| 2908 | GMAC 55481 2005 Yukon 0%     | 14,909.13   |
| 2909 | GMAC 40353 2005 Chev Colora  | 2,999.32    |
| 2910 | GMAC 40814 2005 Chev Tahoe   | 14,338.71   |
| 2911 | GMAC Sierra Truck 2007 0%    | 34,992.72   |
| 2950 | FNB Line of Credit 31057     | 652,901.23  |
| 2951 | FNB Line of Credit 7626      | 28,821.41   |
| 296  | Bank of the West-03 Kia 340  | 1,010.35    |
| 2972 | FNB 34821                    | 59,356.98   |
| 2975 | FNB 31047 (old 56835/57767)  | 4,256.20    |
| 2977 | FNB #100787647 2006 Yukon X  | 40,336.61   |
| 299  | Less Current Portion LTD     | -180,533.33 |

TOTAL LONG TERM LIABILITIES

711,777.73

TOTAL LIABILITIES

4,838,886.16

EQUITIES

|     |                          |              |
|-----|--------------------------|--------------|
| 310 | Common Stock             | 6,599.62     |
| 320 | Retained Earnings        | 3,871,838.74 |
| 325 | Stockholder Distribution | -858,410.00  |
| 326 | Credit Card payments     | -63,814.10   |
| 330 | Unrealized/Securities    | -50,360.67   |
|     | Net Profit, Year-to-Date | 508,012.51   |

TOTAL EQUITIES

3,413,866.10

TOTAL LIABILITIES & EQUITIES

8,252,752.26

## \*\* PROFIT &amp; LOSS STATEMENT \*\*

December 2007

Combined Statement - All Departments

Y-T-D includes 12 months ending December 2007

|                                     | CURRENT MONTH | %      | YEAR TO DATE  | %    |
|-------------------------------------|---------------|--------|---------------|------|
| <b>SALES</b>                        |               |        |               |      |
| 400. Contract Sales                 | 2,062,308.19  | 194.9  | 33,807,834.08 | 99.2 |
| 420. Discounts Allowed - A/R        | 0.00          | 0.0    | 1,214.97      | 0.0  |
| 460. Change in (Over) Under Bill    | -1,008,785.00 | -95.3  | 223,699.00    | 0.7  |
| 490. Misc Income                    | -10.00        | 0.0    | 1,930.00      | 0.0  |
|                                     | -----         |        | -----         |      |
| TOTAL SALES                         | 1,053,513.19  | 99.6   | 34,034,678.05 | 99.9 |
| <b>COST OF SALES</b>                |               |        |               |      |
| 541. Cost of Contracts- Labor       | 536,953.05    | 50.7   | 6,594,163.65  | 19.4 |
| 541.X0 Cost of Contracts-Labor Bur  | 1,951.12      | 0.2    | -1,158.53     | 0.0  |
| 542. Cost of Contracts- Mat'l       | 200,866.18    | 19.0   | 2,192,318.07  | 6.4  |
| 543. Cost of Contracts- Subco       | 1,601,994.59  | 151.4  | 19,280,790.51 | 56.6 |
| 544. Cost of Contracts- Equip       | 13,362.34     | 1.3    | 173,011.93    | 0.5  |
| 545. Cost of Contracts- Other       | 118,541.65    | 11.2   | 1,135,743.06  | 3.3  |
| 570. Warranty                       | 0.00          | 0.0    | 20.27         | 0.0  |
| 580. Miscellaneous Materials        | 57,654.14     | 5.4    | 57,654.14     | 0.2  |
| 590. Discounts Taken - A/P          | -453.64       | 0.0    | -9,409.95     | 0.0  |
|                                     | -----         |        | -----         |      |
| TOTAL COST OF SALES                 | 2,530,869.43  | 239.2  | 29,423,133.15 | 86.4 |
| <b>GROSS PROFIT FROM OPERATIONS</b> |               |        |               |      |
|                                     | -1,477,356.24 | -139.6 | 4,611,544.90  | 13.5 |
| <b>INDIRECT EXPENSES</b>            |               |        |               |      |
| 602. Other Wages, Salary, Bonus     | 89,046.10     | 8.4    | 917,718.87    | 2.7  |
| 603. Payroll Tax Expense            | 42,037.99     | 4.0    | 587,478.88    | 1.7  |
| 604. Insurance- Workers' Comp       | 45,187.91     | 4.3    | 358,027.91    | 1.1  |
| 605. First Aid                      | 0.00          | 0.0    | 2,153.02      | 0.0  |
| 606. Employee Benefits              | 0.00          | 0.0    | 7,300.53      | 0.0  |
| 607. Health Insurance               | 28,412.00     | 2.7    | 405,906.31    | 1.2  |
| 610. Insurance Umbrella             | 0.00          | 0.0    | 37,239.00     | 0.1  |
| 612. Civil Judgement                | 0.00          | 0.0    | 13,333.33     | 0.0  |
| 615. Life, AD&D & Long-Term Dis     | 1,439.77      | 0.1    | 17,326.15     | 0.1  |
| 620. Small Tools                    | 1,178.33      | 0.1    | 5,825.19      | 0.0  |
| 622. Operating Supplies             | 27,930.81     | 2.6    | 60,362.51     | 0.2  |
| 630. Telephone                      | 2,851.44      | 0.3    | 50,034.05     | 0.1  |
| 632. Utilities                      | -67.41        | 0.0    | 1,104.58      | 0.0  |
| 641. Equipment Cost- Shop/Lab       | 470.96        | 0.0    | 13,323.09     | 0.0  |
| 642. Equipment Cost- Fuel/Oil       | 0.00          | 0.0    | 1,653.97      | 0.0  |
| 643. Equipment Cost-Maint & Part    | 2,602.96      | 0.2    | 26,297.37     | 0.1  |
| 657. Rep & Main- Building           | 0.00          | 0.0    | 1,733.58      | 0.0  |
| 660. Gas & Oil                      | 13,676.13     | 1.3    | 117,787.82    | 0.3  |
| 682. Donations                      | 0.00          | 0.0    | 7,000.00      | 0.0  |
| 696. Indir Labor Cost Applied       | -65,304.97    | -6.2   | -826,792.87   | -2.4 |
| 697. Equipment Cost Applied         | 0.00          | 0.0    | 2,308.71      | 0.0  |
|                                     | -----         |        | -----         |      |
| TOTAL INDIRECT EXPENSES             | 189,462.02    | 17.9   | 1,807,122.00  | 5.3  |
| <b>GENERAL &amp; ADMIN EXPENSES</b> |               |        |               |      |
| 701. Salaries & Wages-Officer       | 19,230.78     | 1.8    | 250,000.14    | 0.7  |



## \*\* PROFIT &amp; LOSS STATEMENT \*\*

December 2007

Combined Statement - All Departments

Y-T-D includes 12 months ending December 2007

|                                  | CURRENT MONTH | %      | YEAR TO DATE | %   |
|----------------------------------|---------------|--------|--------------|-----|
| 702. Salaries & Wages- Other     | 4,661.53      | 0.4    | 342,443.50   | 1.0 |
| 703. Payroll Tax Expense         | 5,196.65      | 0.5    | 48,353.70    | 0.1 |
| 704. Insurance- Workers' Comp    | 34.97         | 0.0    | 2,174.89     | 0.0 |
| 705. Payroll Processing          | 1,254.16      | 0.1    | 20,113.72    | 0.1 |
| 707. Health Insurance            | -2,255.17     | -0.2   | 14,011.24    | 0.0 |
| 708. 401K Plan                   | 0.00          | 0.0    | 1,575.85     | 0.0 |
| 709. Refundable Deposits         | 0.00          | 0.0    | -450.00      | 0.0 |
| 710. Insurance- General          | 788.30        | 0.1    | 287,847.31   | 0.8 |
| 711. Advertising General         | 1,482.03      | 0.1    | 59,490.86    | 0.2 |
| 712. Dues and Subscriptions      | 1,918.91      | 0.2    | 19,343.21    | 0.1 |
| 713. Employee Education/Conferen | 441.82        | 0.0    | 28,147.49    | 0.1 |
| 714. Marketing/Public Relations  | 46.62         | 0.0    | 25,497.97    | 0.1 |
| 715. Licenses & Fees             | 25.00         | 0.0    | 7,188.89     | 0.0 |
| 718. Bidding Blueprints, Specs   | 530.73        | 0.1    | 4,034.76     | 0.0 |
| 720. Office Expense              | 11,164.48     | 1.1    | 93,958.68    | 0.3 |
| 725. Office Supplies             | 12,747.14     | 1.2    | 54,472.46    | 0.2 |
| 730. Telephone                   | 1,904.22      | 0.2    | 25,726.16    | 0.1 |
| 732. Utilities                   | 11,335.54     | 1.1    | 26,686.36    | 0.1 |
| 740. Rent                        | 4,680.26      | 0.4    | 66,578.98    | 0.2 |
| 743. Accounting                  | 0.00          | 0.0    | 21,145.00    | 0.1 |
| 744. Legal                       | 389,005.00    | 36.8   | 434,022.33   | 1.3 |
| 746. Travel & Entertainment      | 17,381.20     | 1.6    | 25,569.75    | 0.1 |
| 747. Piper Navajo Expenses       | 1,500.00      | 0.1    | 20,058.60    | 0.1 |
| 747. Employee Meetings, Meals    | 413.08        | 0.0    | 4,243.28     | 0.0 |
| 747. Promotion - Business        | 592.34        | 0.1    | 7,543.12     | 0.0 |
| 760. Repair & Maintain- Autos    | 3,427.99      | 0.3    | 17,573.99    | 0.1 |
| 764. Repair & Maintenance        | 1,614.03      | 0.2    | 20,873.42    | 0.1 |
| 766. Gas and Oil                 | 21,550.09     | 2.0    | 27,971.96    | 0.1 |
| 772. Outside Services            | 3,188.64      | 0.3    | 79,741.41    | 0.2 |
| 780. Taxes and Licenses          | 55.00         | 0.0    | 17,971.97    | 0.1 |
| 782. Donations                   | 4,000.00      | 0.4    | 24,968.68    | 0.1 |
| 784. Finance Charges & Late Fees | 124.48        | 0.0    | 1,561.08     | 0.0 |
| 785. Collections/ Legal Filing F | 0.00          | 0.0    | -2,668.99    | 0.0 |
| 786. Bad Debts                   | 0.00          | 0.0    | 1,495.68     | 0.0 |
| 788. Interest                    | 2,369.63      | 0.2    | 34,410.17    | 0.1 |
| 789. Bank Service Fees           | 562.01        | 0.1    | 13,556.98    | 0.0 |
| 790. Depreciation                | 33,346.19     | 3.2    | 188,709.00   | 0.6 |
| 795. Garnishment                 | 0.00          | 0.0    | 279.14       | 0.0 |
| 798. Miscellaneous               | -152,465.94   | -14.4  | 5,926.75     | 0.0 |
|                                  | -----         |        | -----        |     |
| TOTAL GENERAL & ADMIN EXPENSES   | 401,851.71    | 38.0   | 2,322,149.49 | 6.8 |
|                                  | -----         |        | -----        |     |
| NET INCOME FROM OPERATIONS       | -2,068,669.97 | -195.5 | 482,273.41   | 1.4 |
| OTHER INCOME                     |               |        |              |     |
| 800. Interest Income             | 463.06        | 0.0    | 8,243.44     | 0.0 |
| 804. Dividends Reinvested FNB/Dr | 203.74        | 0.0    | 12,187.12    | 0.0 |
| 805. Dividend Income-Money Marke | 13.97         | 0.0    | 249.89       | 0.0 |
| 810. Gain/Loss-Sale Fix Asset    | 3,866.00      | 0.4    | 12,866.00    | 0.0 |
| Overhead Allocated               | 0.00          | 0.0    | -1,429.51    | 0.0 |
|                                  | -----         |        | -----        |     |

## \*\* PROFIT &amp; LOSS STATEMENT \*\*

December 2007

Combined Statement - All Departments

Y-T-D includes 12 months ending December 2007

|                              | CURRENT MONTH | %      | YEAR TO DATE | %   |
|------------------------------|---------------|--------|--------------|-----|
| TOTAL OTHER INCOME           | 4,546.77      | 0.4    | 32,116.94    | 0.1 |
| NET INCOME BEFORE TAXES      | -2,064,123.20 | -195.1 | 514,390.35   | 1.5 |
| INCOME TAXES                 |               |        |              |     |
| 981. Federal Income Taxes    | -115,400.00   | -10.9  | 0.00         | 0.0 |
| 982. State Income Taxes      | -64,311.00    | -6.1   | 4,561.00     | 0.0 |
| 995. Corporate Tax Penalties | 0.00          | 0.0    | 1,816.84     | 0.0 |
| 999. Inter-Account Transfer  | -77,666.14    | -7.3   | 0.00         | 0.0 |
| TOTAL INCOME TAXES           | -257,377.14   | -24.3  | 6,377.84     | 0.0 |
| NET PROFIT                   | -1,806,746.06 | -170.8 | 508,012.51   | 1.5 |

2008

DMC Construction, Incorporated

\*\* BALANCE SHEET \*\*  
As of December 31, 2008

ASSETS

CURRENT ASSETS

|     |                             |               |
|-----|-----------------------------|---------------|
| 100 | Cash in Bank                | -1,381,450.19 |
| 109 | FNB Investment/Dreyfus M Mg | 1,200,685.39  |
| 110 | Escrow Accounts             | 2,324,169.86  |
| 111 | Accounts Receivable         | 6,617,896.95  |
| 120 | Employee Receivable         | 470.83        |
| 129 | Investments                 | 58,624.69     |
| 140 | Underbilled                 | 1,298,494.00  |
| 15  | Prepaid Insurance           | 6,076.51      |
| 158 | Prepaid Corp Income Tax- St | 8,811.64      |
| 159 | Refundable Deposits         | 20,000.00     |

TOTAL CURRENT ASSETS

10,153,779.68

FIXED ASSETS

|       |                             |               |
|-------|-----------------------------|---------------|
| 163   | 1979 Piper Navajo Airplane  | 231,393.08    |
| 164   | Cessna T206H - N5179K       | 27,820.82     |
| 165   | Equipment                   | 490,485.36    |
| 167   | Improvements                | 111,404.74    |
| 169   | Office Equipment            | 151,294.19    |
| 169.1 | Office Equipment - Commerci | 17,193.08     |
| 169.2 | Office Equipment - Resident | 1,802.49      |
| 169.3 | Office Equipment - Service  | 14,458.14     |
| 169.5 | Office Equipment SC         | 2,249.27      |
| 171   | Office Trailers             | 47,787.69     |
| 175   | Tools                       | 20,516.97     |
| 177   | Trucks and Autos            | 918,883.83    |
| 180   | Accumulated Depreciation    | -1,035,986.65 |
| 195   | Pebble Beach Membership     | 16,000.00     |
| 198   | Note Receivable-Stockholder | 64,820.08     |

TOTAL FIXED ASSETS

1,080,123.09

TOTAL ASSETS

11,233,902.77

FINAL CPA REVIEW PENDING

DMC Construction, Incorporated

\*\* BALANCE SHEET \*\*  
As of December 31, 2008

LIABILITIES & EQUITIES

LIABILITIES

SHORT TERM LIABILITIES

|      |                              |              |              |
|------|------------------------------|--------------|--------------|
| 200  | Accrued Payroll              | 63,885.23    |              |
| 21   | Accounts Payable             | 6,637,754.52 |              |
| 220  | Accts Payable- Empl Recycli  | 2,438.80     |              |
| 221  | Credit Cards Payable         | -4,676.10    |              |
| 260  | Other Payroll Withheld       | 1,022.71     |              |
| 264Z | Workers' Comp Payable        | 4,194.03     |              |
| 275  | Overbilled                   | 969,890.00   |              |
| 2874 | FNB 100k Equip Line 7618     | 4,305.40     |              |
| 289  | Current Portion Long Term D  | 179,070.51   |              |
|      |                              |              |              |
|      | TOTAL SHORT TERM LIABILITIES |              | 7,857,885.10 |

LONG TERM LIABILITIES

|      |                              |             |            |
|------|------------------------------|-------------|------------|
| 2904 | GMAC 28640 2004 Suburban 0%  | 3,567.15    |            |
| 2905 | GMAC 27262 675.30 2004 Tahoe | 3,375.30    |            |
| 2907 | GMAC- 2004 Chevy 4500 0%     | 5,447.47    |            |
| 2908 | GMAC 55481 2005 Yukon 0%     | 8,282.85    |            |
| 2910 | GMAC 40814 2005 Chev Tahoe   | 3,584.91    |            |
| 2911 | GMAC Sierra Truck 2007 0%    | 19,995.84   |            |
| 2952 | First National Bank 1017710  | 17,596.76   |            |
| 2972 | FNB 25420 (old 34821)        | 37,615.01   |            |
| 2977 | FNB #100787647 2006 Yukon X  | 35,215.36   |            |
| 299  | Less Current Portion LTD     | -179,070.51 |            |
|      |                              |             |            |
|      | TOTAL LONG TERM LIABILITIES  |             | -44,389.86 |

TOTAL LIABILITIES

7,813,495.24

EQUITIES

|     |                          |              |              |
|-----|--------------------------|--------------|--------------|
| 310 | Common Stock             | 6,599.62     |              |
| 320 | Retained Earnings        | 3,452,145.12 |              |
| 325 | Stockholder Distribution | -43,610.31   |              |
| 326 | Credit Card payments     | -119,586.73  |              |
| 330 | Unrealized/Securities    | -50,360.67   |              |
|     | Net Profit, Year-to-Date | 175,220.50   |              |
|     |                          |              |              |
|     | TOTAL EQUITIES           |              | 3,420,407.53 |

TOTAL LIABILITIES & EQUITIES

11,233,902.77

2008

**\*\* PROFIT & LOSS STATEMENT \*\***  
December 2008  
Combined Statement - All Departments  
Y-T-D includes 12 months ending December 2008

|                                     | CURRENT MONTH | %    | YEAR TO DATE  | %     |
|-------------------------------------|---------------|------|---------------|-------|
| <b>SALES</b>                        |               |      |               |       |
| 400. Contract Sales                 | 3,872,255.70  | 89.2 | 43,225,892.82 | 100.0 |
| 420. Discounts Allowed - A/R        | 0.00          | 0.0  | -6,307.46     | 0.0   |
| 460. Change in (Over) Under Bill    | 465,294.00    | 10.7 | -5,370.00     | 0.0   |
|                                     | -----         |      | -----         |       |
| TOTAL SALES                         | 4,337,549.70  | 99.9 | 43,214,215.36 | 99.9  |
| <b>COST OF SALES</b>                |               |      |               |       |
| 541. Cost of Contracts- Labor       | 644,760.35    | 14.9 | 6,362,915.02  | 14.7  |
| 541.X0 Cost of Contracts-Labor Bur  | 0.00          | 0.0  | 17.59         | 0.0   |
| 542. Cost of Contracts- Mat'l       | 152,034.60    | 3.5  | 3,069,490.44  | 7.1   |
| 543. Cost of Contracts- Subco       | 3,158,328.98  | 72.8 | 29,015,021.59 | 67.1  |
| 544. Cost of Contracts- Equip       | 35,904.30     | 0.8  | 177,186.28    | 0.4   |
| 545. Cost of Contracts- Other       | 33,913.95     | 0.8  | 815,658.19    | 1.9   |
| 570. Warranty                       | 0.00          | 0.0  | 1,259.58      | 0.0   |
| 590. Discounts Taken - A/P          | -115.31       | 0.0  | -8,143.63     | 0.0   |
|                                     | -----         |      | -----         |       |
| TOTAL COST OF SALES                 | 4,024,826.87  | 92.7 | 39,433,405.06 | 91.2  |
| <b>GROSS PROFIT FROM OPERATIONS</b> |               |      |               |       |
|                                     | 312,722.83    | 7.2  | 3,780,810.30  | 8.7   |
| <b>INDIRECT EXPENSES</b>            |               |      |               |       |
| 602. Other Wages,Salary,Bonus       | 82,406.11     | 1.9  | 975,105.38    | 2.3   |
| 603. Payroll Tax Expense            | 53,430.76     | 1.2  | 563,778.60    | 1.3   |
| 604. Insurance- Workers' Comp       | 28,007.75     | 0.6  | 420,830.99    | 1.0   |
| 605. First Aid                      | 80.00         | 0.0  | 8,296.37      | 0.0   |
| 606. Employee Benefits              | 1,442.43      | 0.0  | 1,382.98      | 0.0   |
| 607. Health Insurance               | 48,072.61     | 1.1  | 259,685.67    | 0.6   |
| 610. Insurance General Liability    | 145,807.74    | 3.4  | 348,541.98    | 0.8   |
| 612. Civil Judgement                | 0.00          | 0.0  | 5,700.00      | 0.0   |
| 615. Life, AD&D & Long-Term Dis     | 557.70        | 0.0  | 29,696.93     | 0.1   |
| 620. Small Tools                    | 963.23        | 0.0  | 5,280.72      | 0.0   |
| 622. Operating Supplies             | 1,511.17      | 0.0  | 24,874.68     | 0.1   |
| 630. Telephone                      | 4,433.52      | 0.1  | 53,077.07     | 0.1   |
| 632. Utilities                      | 12.03         | 0.0  | 303.97        | 0.0   |
| 641. Equipment Cost- Shop/Lab       | 0.00          | 0.0  | 4,557.82      | 0.0   |
| 643. Equipment Cost-Maint & Part    | 10,395.88     | 0.2  | 48,120.98     | 0.1   |
| 657. Rep & Main- Building           | 3,335.43      | 0.1  | 3,467.87      | 0.0   |
| 660. Gas & Oil                      | 6,367.79      | 0.1  | 122,848.11    | 0.3   |
| 682. Donations                      | 0.00          | 0.0  | 21,025.20     | 0.0   |
| 696. Indir Labor Cost Applied       | -78,920.28    | -1.8 | -770,598.38   | -1.8  |
| 697. Equipment Cost Applied         | -12,933.89    | -0.3 | -13,413.89    | 0.0   |
|                                     | -----         |      | -----         |       |
| TOTAL INDIRECT EXPENSES             | 294,969.98    | 6.8  | 2,112,563.05  | 4.9   |
| <b>GENERAL &amp; ADMIN EXPENSES</b> |               |      |               |       |
| 701. Salaries & Wages-Officer       | 26,923.08     | 0.6  | 331,298.07    | 0.8   |
| 702. Salaries & Wages- Other        | 11,821.54     | 0.3  | 124,997.85    | 0.3   |
| 703. Payroll Tax Expense            | 1,299.74      | 0.0  | 28,343.00     | 0.1   |
| 704. Insurance- Workers' Comp       | 86.43         | 0.0  | 1,042.09      | 0.0   |

**FINAL CPA REVIEW - PENDING**

## \*\* PROFIT &amp; LOSS STATEMENT \*\*

December 2008

Combined Statement - All Departments

Y-T-D includes 12 months ending December 2008

|                                  | CURRENT MONTH | %    | YEAR TO DATE | %   |
|----------------------------------|---------------|------|--------------|-----|
| 705. Payroll Processing          | 1,454.15      | 0.0  | 25,939.49    | 0.1 |
| 707. Health Insurance            | 4,446.90      | 0.1  | 34,464.05    | 0.1 |
| 710. Insurance- Autos/Plane      | -11,597.42    | -0.3 | 87,939.31    | 0.2 |
| 711. Advertising General         | 1,177.00      | 0.0  | 57,290.19    | 0.1 |
| 712. Dues and Subscriptions      | 2,508.65      | 0.1  | 21,777.62    | 0.1 |
| 713. Employee Education/Conferen | 3,754.95      | 0.1  | 21,864.11    | 0.1 |
| 714. Marketing/Public Relations  | 4,832.92      | 0.1  | 17,056.94    | 0.0 |
| 715. Licenses & Fees             | 0.00          | 0.0  | 412.00       | 0.0 |
| 718. Bidding Blueprints, Specs   | 7,497.45      | 0.2  | 12,197.28    | 0.0 |
| 720. Office Expense              | 8,290.21      | 0.2  | 77,721.71    | 0.2 |
| 725. Office Supplies             | 3,561.99      | 0.1  | 41,296.65    | 0.1 |
| 730. Telephone                   | 2,176.45      | 0.1  | 24,990.17    | 0.1 |
| 732. Utilities                   | 1,442.54      | 0.0  | 17,253.96    | 0.0 |
| 740. Rent                        | 14,600.00     | 0.3  | 125,020.13   | 0.3 |
| 743. Accounting                  | 575.00        | 0.0  | 12,795.00    | 0.0 |
| 744. Legal                       | 2,987.20      | 0.1  | 145,266.94   | 0.3 |
| 746. Travel & Entertainment      | 1,060.63      | 0.0  | 3,644.63     | 0.0 |
| 747. Airplane Expenses           | 12,038.23     | 0.3  | 28,579.62    | 0.1 |
| 748. Employee Meetings, Meals    | 847.27        | 0.0  | 10,916.72    | 0.0 |
| 750. Promotion - Business        | 1,839.36      | 0.0  | 12,095.77    | 0.0 |
| 752. Holiday Expenses/Entertainm | 20,008.27     | 0.5  | 20,405.60    | 0.0 |
| 756. Cerna Expenses              | 1,200.00      | 0.0  | 1,200.00     | 0.0 |
| 760. Repair & Maintain- Autos    | 77.44         | 0.0  | 3,122.82     | 0.0 |
| 764. Repair & Maintenance        | 0.00          | 0.0  | 4,121.35     | 0.0 |
| 766. Gas and Oil                 | 10,044.62     | 0.2  | 35,648.77    | 0.1 |
| 772. Outside Services            | 4,694.39      | 0.1  | 55,706.69    | 0.1 |
| 780. Taxes and Licenses          | 615.00        | 0.0  | 32,484.80    | 0.1 |
| 782. Donations                   | 1,319.73      | 0.0  | 24,011.36    | 0.1 |
| 784. Finance Charges & Late Fees | 144.40        | 0.0  | 584.90       | 0.0 |
| 785. Collections/ Legal Filing F | 0.00          | 0.0  | 63.00        | 0.0 |
| 788. Interest                    | 6,283.89      | 0.1  | 59,476.44    | 0.1 |
| 789. Bank Service Fees           | 434.70        | 0.0  | 6,968.66     | 0.0 |
| 798. Miscellaneous               | 0.00          | 0.0  | -91.76       | 0.0 |
|                                  | -----         |      | -----        |     |
| TOTAL GENERAL & ADMIN EXPENSES   | 148,446.71    | 3.4  | 1,507,905.93 | 3.5 |
|                                  | -----         |      | -----        |     |
| NET INCOME FROM OPERATIONS       | -130,693.86   | -3.0 | 160,341.32   | 0.4 |
| OTHER INCOME                     |               |      |              |     |
| 800. Interest Income             | 2,441.47      | 0.1  | 11,279.96    | 0.0 |
| 801. Finance Charges A/R         | 0.00          | 0.0  | 1,311.38     | 0.0 |
| 804. Dividends Reinvested FNB/Dr | 1,038.74      | 0.0  | 2,485.58     | 0.0 |
| 805. Dividend Income-Money Marke | 4.60          | 0.0  | 95.00        | 0.0 |
| 810. Gain/Loss-Sale Fix Asset    | 0.00          | 0.0  | 8,095.71     | 0.0 |
| 888. Suspense (AP)               | 0.00          | 0.0  | -161.94      | 0.0 |
| 890. Overhead Allocated          | 0.00          | 0.0  | -5.00        | 0.0 |
|                                  | -----         |      | -----        |     |
| TOTAL OTHER INCOME               | 3,484.81      | 0.1  | 23,100.69    | 0.1 |
|                                  | -----         |      | -----        |     |
| NET INCOME BEFORE TAXES          | -127,209.05   | -2.9 | 183,442.01   | 0.4 |

## \*\* PROFIT &amp; LOSS STATEMENT \*\*

December 2008

Combined Statement - All Departments

Y-T-D includes 12 months ending December 2008

|                             | CURRENT MONTH | %    | YEAR TO DATE | %   |
|-----------------------------|---------------|------|--------------|-----|
| INCOME TAXES                |               |      |              |     |
| 999. Inter-Account Transfer | 0.00          | 0.0  | 8,221.51     | 0.0 |
|                             | -----         |      | -----        |     |
| TOTAL INCOME TAXES          | 0.00          | 0.0  | 8,221.51     | 0.0 |
|                             | -----         |      | -----        |     |
| NET PROFIT                  | -127,209.05   | -2.9 | 175,220.50   | 0.4 |
|                             | =====         |      | =====        |     |

BID FORM – DOCUMENT 2

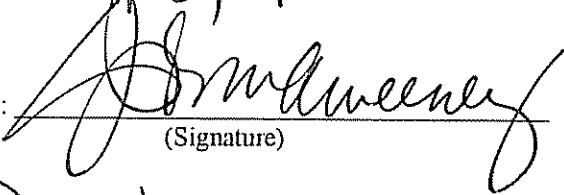
**THE FOLLOWING CERTIFICATION MUST BE SIGNED BY AN OWNER, GENERAL PARTNER, OR OFFICER OF BIDDER.**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED BIDDER QUALIFICATION QUESTIONNAIRE, AND KNOW ITS CONTENTS, AND CERTIFY THAT THE RESPONSES PROVIDED TO THE BIDDER QUALIFICATION QUESTIONNAIRE ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES. I FURTHER CERTIFY THAT BIDDER MEETS THE MINIMUM QUALIFICATION CRITERIA SET FORTH HEREIN

Executed on the date indicated below, at the location indicated below.

Dated: 3/23/09

Bidder: Dmc Construction Inc  
(Company's Name)

By:   
(Signature)

Dan J. McAweeney  
(Printed name of signor)

President  
(Title of signor)



**BID FORM – DOCUMENT 3**  
**NON-COLLUSION AFFIDAVIT**

(TO BE SIGNED BY BIDDER AND SUBMITTED WITH BID)

Pursuant to Section 7106 of the Public Contract Code,

Dan J. McAweeney  
(Name)

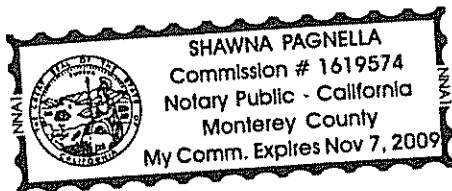
being first duly sworn, deposes and says that he or she is

President  
(Title)

of Mc Construction Inc.  
(Company Name)

the party making the foregoing bid; the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

D J McAweeney  
Signature



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Monterey

On 03/24/2009 before me, Shawna Pagnella  
Date Here Insert Name and Title of the Officer

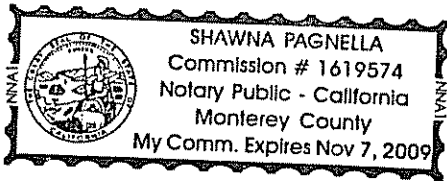
personally appeared Dan J. McAWleeney  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shawna Pagnella  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document: NON-COLLUSION Affidavit

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

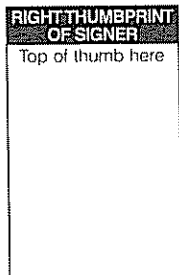
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**BID FORM – DOCUMENT 4  
BIDDER'S BOND**

That we DMC Construction Incorporated As PRINCIPAL and  
Travelers Casualty and Surety Company of America As SURETY, are held and firmly bound  
unto the Santa Cruz Metropolitan Transit District herein called "METRO" OR "DISTRICT" the sum of TEN (10)  
PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal named above, submitted by said Principal to  
the METRO for the work described below, for the payment of which lawful money of the United States of America,  
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ \_\_\_\_\_  
10% of Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH,  
That whereas the Principal has submitted a Bid No. 09-10 for certain construction specifically described as follows,  
which is to be opened on March 24, 2009 for Labor and materials to construct the MetroBase Project Phase I  
located in Santa Cruz, CA.

NOW, THEREFORE, if the aforesaid Principal is awarded a Contract, and within the time and manner required  
under the specifications, after the prescribed forms are presented to it for signature, enters into a written Contract, in  
the prescribed form in accordance with the Bid, and files two bonds with the METRO, one to guarantee faithful  
performance and the other to guarantee payment for labor and materials, and provides all required insurance  
certificates then this obligation shall be null and void, otherwise, it shall be and remain in full force and effect.

In the event that the METRO brings suit upon this bond and judgment is recovered, the Surety shall pay all costs  
incurred by the METRO in such suit, including a reasonable attorney's fee to be fixed by the court.

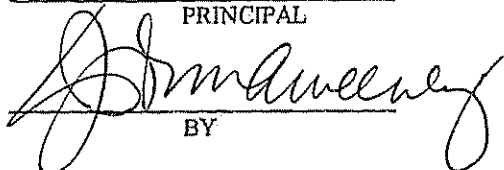
California law shall govern the interpretation of this bond.

To be considered complete, both the Bidder and an admitted Surety insurer authorized by the California Insurance  
Commissioner to transact surety business in the State of California must sign this Bidder's bond. In addition, the  
Surety's signature must be notarized and a copy of the Surety's power of attorney must be attached.

In witness whereof, WE HAVE HEREUNTO SET OUR HANDS AND SEALS ON THIS 6th DAY OF  
March, 2009

DMC CONSTRUCTION INCORPORATED

PRINCIPAL

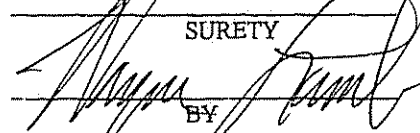


BY

Dan J. McAweeney  
PRINCIPAL SEAL

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

SURETY



BY

Wayne Lamb, Attorney-in-Fact

SURETY SEAL

11070 White Rock Road  
Rancho Cordova, CA 95670  
ADDRESS OF SURETY

[End of Bidders Bond.]

Part II-9

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Fresno }

On 03-06-09 before me, Sherryl Leff, Notary Public  
Date Here Insert Name and Title of the Officer

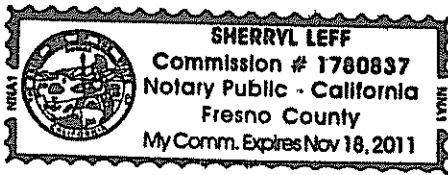
personally appeared Wayne Lamb, Attorney-in-Fact  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Sherryl Leff  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

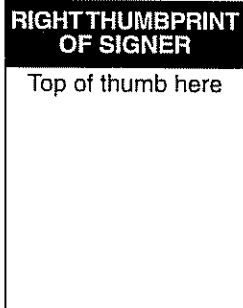
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

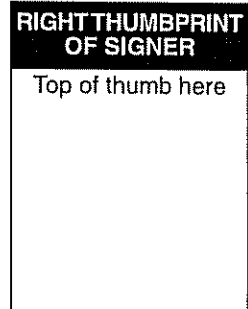
Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Monterey }

On 3/24/2009 before me, Shawna Pagnella,  
Date Here Insert Name and Title of the Officer

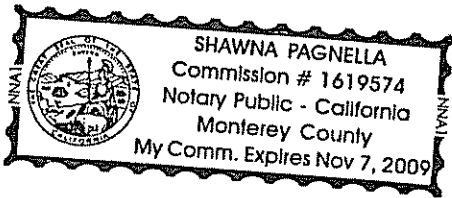
personally appeared Dan J. McAweeney  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature Shawna Pagnella  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

**Description of Attached Document**

Title or Type of Document: Bidder's Bond

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

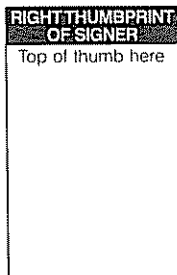
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

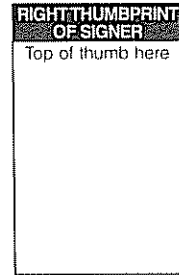
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218521

Certificate No. 002637715

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York. that St. Paul Fire and Marine Insurance Company. St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota. that Farmington Casualty Company. Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint

Gary E. Richards, Cynthia Saucedo, Wayne Lamb, DeAnna E Slater, and Sherryl Leff

of the City of Fresno, State of California, their true and lawful Attorney(s)-in-Fact. each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of September, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss

By: [Signature]
George W Thompson, Senior Vice President

On this the 29th day of September, 2008, before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June, 2011



[Signature]
Marie C Tetreault Notary Public

**BID FORM – DOCUMENT 5**

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

(For Prime Contracts totaling over \$100,000)

(Contractor) Dmc Construction 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;

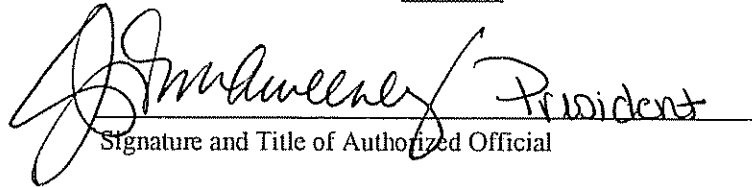
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public 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) Dmc Construction Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

  
Signature and Title of Authorized Official

BID FORM - DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

(Subcontractor) Brady Company certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

(Subcontractor) Brady Company 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.

 Project Engineer  
Signature and Title of Authorized Official



**BID FORM - DOCUMENT 7**


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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Paul T. Beck Cont. certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

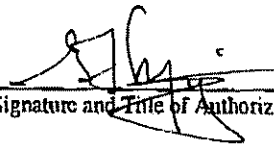
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) MORRIS STEEL CO INC certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Elements Mfg. certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) Elements Mfg. 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.

Ken Petal, President  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

KUHLMAN ROOFING CO, INC. certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Valen Stunoyevich, V.P.  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Trim Tech Construction certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Eden Medina Cfo  
Signature and Title of Authorized Official

**FAXED**

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Pacific Door Systems certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) Pacific Door Systems 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.

Thomas R. Shaffer, President  
Signature and Title of Authorized Official

**BID FORM -- DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) OLIVEIRA PLASTERING, INC. certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

Mike Weber - ESTIMATOR  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Ceilings Unlimited certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency

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

(Subcontractor) Ceilings Unlimited 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.

Elisabeth Brown / Office Manager  
Signature and Title of Authorized Official



**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Casa De Flores DVBE certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) Casa De Flores DVBE 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

Owner  
Genaro Jimenez

**BID FORM - DOCUMENT 7**

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

For Subcontracts totaling \$100,000 or less)

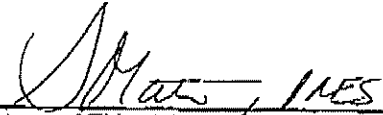
**Northern Design Inc.**

(S: \_\_\_\_\_ certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

**Northern Design Inc.**

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) F1 Development certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) F1 Development 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 3601 ET. SEQ. ARE APPLICABLE THERETO.

TZT

Signature and Title of Authorized Official

**FAXED**

BID FORM - DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

(Subcontractor) Della Mora Heating, Sheet Metal & Air 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.

(Subcontractor) Della Mora Heating, Sheet Metal & Air Inc. CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

 President  
Signature and Title of Authorized Official

FAXED

**BID FORM - DOCUMENT 7**

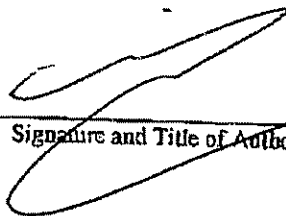
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) LOWY FIRE PROTECTION certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) LOWY FIRE PROTECTION 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 Rob Lowy - President

**BID FORM - DOCUMENT 6**

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

*J.R. ZAK*

(For Subcontracts totaling over \$100,000)

(Subcontractor) *Randy Zar* certifies to the best of its knowledge and belief, that it and its principals:

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

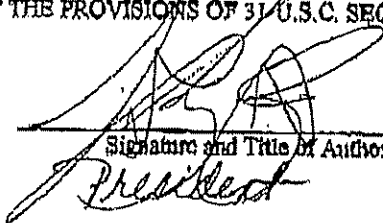
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

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

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

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official  
*President*

**FAXED**

**BID FORM - DOCUMENT 7**

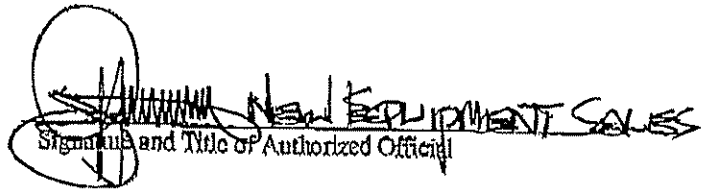
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) OTIS ELEVATOR certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) OTIS ELEVATOR 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.

 NEW EQUIPMENT SALES  
Signature and Title of Authorized Official

BID FORM - DOCUMENT 7

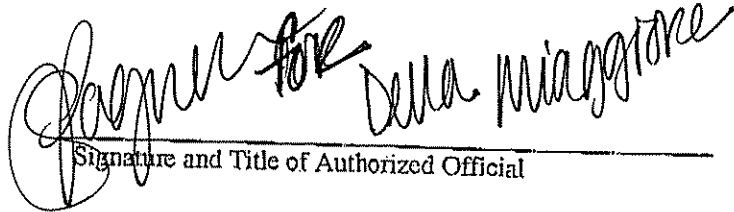
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING DEBARMENT,  
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Della Mangione certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

  
Signature and Title of Authorized Official



BID FORM - DOCUMENT 6

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

(For Subcontracts totaling over \$100,000)

(Subcontractor) PARKER DOOR AND GLASS 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;

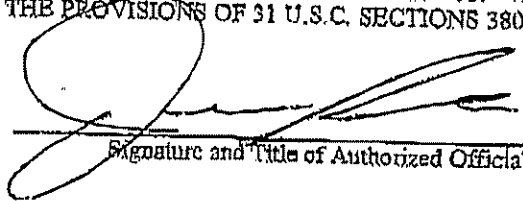
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official

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**BID FORM - DOCUMENT 7**

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

(For Subcontracts totaling \$100,000 or less)

(Subcontractor) Kilik Engineers certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

(Subcontractor) Kilik Engineers 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.

Alon Kalik President  
Signature and Title of Authorized Official

**BID FORM - DOCUMENT 8**  
**DISCLOSURE OF GOVERNMENTAL POSITIONS**

List all Bidders and Subcontractor's employees who within the last twelve months have held or do hold any positions as directors, officers, Contractors or employees of any federal, state, or local governmental agency, or district

Director, City of Pacific Grove Recreation Dept

Dmc Construction - General Manager  
Mark B. Lond

Information for Subcontractors, if any, to be provided prior to bid award.

**BID FORM – DOCUMENT 9  
DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each Subcontractor, including D.B.E. Subcontractor to whom bidder proposes to Subcontract more than 1/2 of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required.

| <u>Name of Subcontractor</u> | <u>Business Address</u> | <u>Trade/Craft</u>                             | <u>% of Total Bid</u>            |
|------------------------------|-------------------------|--|----------------------------------|
| <u>Paul T. Beck</u>          | <u>Salinas, CA</u>      | <u>Earthwork 1/2<br/>Paving, site concrete</u> | <u>1.7%<br/><del>0.16%</del></u> |
| <u>Morris steel</u>          | <u>Hollister</u>        | <u>structural steel</u>                        | <u>2.3%<br/><del>2.10%</del></u> |
| <u>Elements</u>              | <u>Santa Cruz</u>       | <u>Cabinets</u>                                | <u>1.4%<br/><del>1.17%</del></u> |
| <u>Coast Bldg.</u>           | <u>San Jose</u>         | <u>Insulation</u>                              | <u>0.3%<br/><del>0.3%</del></u>  |
| <u>Kuhlman</u>               | <u>Freedom</u>          | <u>comp shingles<br/>1/2 Built-Up Roofing</u>  | <u>0.4%<br/><del>0.4%</del></u>  |
| <u>Trimtech</u>              | <u>San Jose</u>         | <u>Misc. Doors/<br/>Frames Hardware</u>        | <u>3.0%<br/><del>4.7%</del></u>  |

**BID FORM – DOCUMENT 9  
DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each Subcontractor, including D.B.E. Subcontractor to whom bidder proposes to Subcontract more than 1/2 of 1 percent of the work, and description and portions of the Work or services Subcontracted.

Attach additional copies of this form if more space is required

| <u>Name of Subcontractor</u> | <u>Business Address</u> | <u>Trade/Craft</u>         | <u>% of Total Bid</u>   |
|------------------------------|-------------------------|----------------------------|-------------------------|
| Pacific Door                 | Belmont                 | Overhead Coiling Doors     | 0.4%<br><del>1.0%</del> |
| Signature glass              | Sauinas, CA             | Windows & Glass            | 13.9%                   |
| PERI                         | NOVATO                  | Gypsum Board Assembl. Inc. | 14.1%<br>Metal stud     |
| Olineria                     | Watsonville             | Lath & Plaster             | 0.9%<br><del>2.0%</del> |
| International                | San Jose                | Ceramic Tile               | 3.4%                    |
| Ceilings Unlimited           | Spreckles               | Acoustic Tile Ceilings     | 1.4%<br><del>2.0%</del> |
| Casa De Floors               | Sauinas                 | Flooring                   | 3.0%<br><del>4.0%</del> |

**BID FORM – DOCUMENT 9  
DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each Subcontractor, including D.B.E. Subcontractor to whom bidder proposes to Subcontract more than 1/2 of 1 percent of the work, and description and portions of the Work or services Subcontracted

Attach additional copies of this form if more space is required.

| Name of Subcontractor                    | Business Address   | Trade/Craft                            | % of Total Bid            |
|--|--------------------|--|---------------------------|
| <u>[Signature]</u>                       | <u>[Signature]</u> | Epoxy Flooring                         | <u>[Signature]</u>        |
| Northern                                 | Capitola           | Painting,<br>staining & wall coverings | <del>3.3%</del> 2.1%      |
| Republic<br>Elevators<br>FI Development. | <u>[Signature]</u> | Hydraulic Elevators                    | 3.7%<br>5.0%              |
| Della Mora                               | Antiac             | Plumbing                               | <del>4.8%</del>           |
| Della Mora                               | Marina             | HVAC                                   | 17%<br><del>10.4%</del>   |
| Lomp                                     | Santa Cruz         | Fire Sprinklers                        | 1.8%                      |
| Irzar                                    | Aptos              | All Sections<br>Electrical             | 20.4%<br><del>19.6%</del> |

**BID FORM – DOCUMENT 9  
DESIGNATION OF SUBCONTRACTORS**

To comply with the requirements of the California Subletting and Subcontracting Fair Practices Act, bidder shall list the name and address of each Subcontractor, including D.B.E. Subcontractor to whom bidder proposes to Subcontract more than ½ of 1 percent of the work, and description and portions of the Work or services Subcontracted

Attach additional copies of this form if more space is required

| <u>Name of Subcontractor</u> | <u>Business Address</u> | <u>Trade/Craft</u>                           | <u>% of Total Bid</u>   |
|------------------------------|-------------------------|--|-------------------------|
| Ohio                         | Sunnyvale               | Hydraulic Elevator                           | 35%<br><del>30%</del>   |
| Della Miaggiore              | San Jose                | Ceramic Tile                                 | 2%                      |
| Parker                       | Morgan Hill             | Windows & glass                              | 6.2%                    |
| Kilik                        | San Jose                | Demolition                                   | 1%                      |
| Brady Co.                    | Castroville             | Gyp Board Assembl.<br>metal studs<br>Plaster | 9.8%<br><del>9.5%</del> |
| _____                        | _____                   | _____  | _____                   |
| _____                        | _____                   | _____  | _____                   |
| _____                        | _____                   | _____  | _____                   |
| _____                        | _____                   | _____  | _____                   |

**BID FORM – DOCUMENT 10  
BUY AMERICA CERTIFICATE**

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323 (j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 3/23/09  
Signature [Handwritten Signature]  
Company Name Dmc Construction Inc.  
Title President

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

N/A

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_



**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

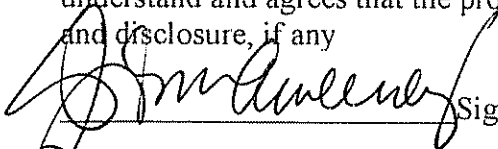
*(To be submitted with each bid or offer exceeding \$100,000)*

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person or making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed Reg 1413 (1/19/96). Note. Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P L. 104-65, to be codified at 2 U S C 1601, *et seq* )]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Dmc Construction Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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 Contractor's Authorized Official

Dan J. McAweeney Name and Title of Contractor's Authorized Official

President  
3/23/09 Date

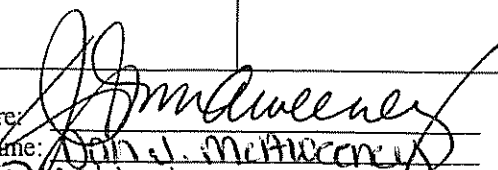
**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

**DISCLOSURE FORM TO REPORT LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b> <input type="checkbox"/><br>a. Contract<br>b. Grant<br>c. Cooperative agreement<br>d. Loan<br>e. loan guarantee<br>f. loan insurance<br><p align="right">N/A</p>   | <b>2. Status of Federal Action:</b> <input type="checkbox"/><br>a. bid/offer/application<br>b. initial award<br>c. post-award<br><p align="right">N/A</p>   | <b>3. Report Type:</b> <input type="checkbox"/><br>a. initial filing<br>b. material change<br>For Material Change Only:<br>Year ____ Quarter ____<br>Date of Last Report:<br><p align="right">N/A</p> |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier ____, if known<br>Congressional District, if known:<br><p align="right">N/A</p>  | <b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b><br>Congressional District, if known:<br><p align="right">N/A</p>  |   |
| <b>6. Federal Department/Agency:</b><br><p align="right">N/A</p>   | <b>7. Federal Program Name/Description:</b><br><p align="right">N/A</p>   |   |
| Federal Action Number, if known:   | <b>CFDA Number, If applicable:</b><br>Award Amount, if known:<br>\$ <p align="right">N/A</p>  |   |
| <b>10a. Name and Address of Lobbying Entity</b> (last name, first name, MI):<br><p align="right">N/A</p> (attach continuation sheet(s) SF-LLL-A, if necessary)   | <b>b. Individuals Performing Services</b> (including address if different from No 10a)<br><p align="right">N/A</p> (last name, first name, MI):   |   |
| <b>11. Amount of Payment</b> (check all that apply)<br>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned<br><p align="right">N/A</p>   | <b>13. Type of Payment</b> (check all that apply)<br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify:<br>_____<br><p align="right">N/A</p> |   |
| <b>12. Form of Payment</b> (check all that apply):<br><input type="checkbox"/> Cash<br><input type="checkbox"/> in kind, specify nature<br>Value _____<br><p align="right">N/A</p>   |   |   |
| <b>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</b><br><p align="right">N/A</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary) |   |   |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   |   |   |
| <br><br><br><br>   |   |   |

**BID FORM – DOCUMENT 11  
CERTIFICATION REGARDING LOBBYING**

|  |  |
|--|--|
|  |  |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p> | <p>Signature: <br/> Print Name: <u>Don J. McInerney</u><br/> Title: <u>President</u><br/> Telephone No.: <u>831.656.1600</u></p> |
| <p><b>Federal Use Only:</b></p>  | <p>Authorized for Local<br/> Reproduction Standard Form<br/> - LLL</p>   |

BID FORM - DOCUMENT 12  
STATEMENT OF COMPLIANCE

Dmc Construction Inc

Company Name

2111 Garden Road

Street /Mailing Address

Monterey CA 93940

City/State/Zip Code

TAX ID 77-0001265

**1. PRIME CONTRACTOR**

The Bidder/Proposer is a Caltrans certified DBE under the Caltrans Uniform Certification Program.

Certification No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

The Bidder/Proposer has applied for DBE status through the Caltrans Uniform Certification Program.

Application Date \_\_\_\_\_ Status of application \_\_\_\_\_

The Bidder/Proposer is not a Caltrans certified DBE under the Caltrans Uniform Certification Program.

**2. SUB-CONTRACTOR (if proposed in bid or proposal)**

Attach a separate sheet for each sub-contractor to be used in the performance of services under a bid specifying the sub-contractor DBE status as stated under section I listed above

If not already registered, sub-contractors should access the following web site:

[http://www.dot.ca.gov/hq/bep/documents/Roster\\_of\\_Certifying\\_Agencies.pdf](http://www.dot.ca.gov/hq/bep/documents/Roster_of_Certifying_Agencies.pdf)

for a list of DBE certifying government agencies to contact for information on how to become a certified DBE business. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification

Prime Signature

Date

Owner - President

(Position/Title)



BID FORM – DOCUMENT 12  
STATEMENT OF COMPLIANCE

Dmc Construction Inc.  
(Company Name)

(hereinafter referred to as "Prospective Contractor") hereby certifies that during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq) and the applicable regulations promulgated thereunder (Cal Admin, Code, Tit. 2, Section 7285.0 et seq) both of which are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

I, Dan J. McAweeney  
(Name of Official)

hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

3/23/09  
(Date)

in the County of Monterey, is made under the penalty of perjury  
(County)

under the laws of the State of California.

[Signature]  
(Signature)

Dan J. McAweeney  
(Print)

President  
(Title)

# SALINAS VALLEY BUILDERS EXCHANGE

(831) 758-1624; Fax: (831) 758-6203

[www.svbe.com](http://www.svbe.com)

## Bidders List

-----  
 |The information contained in this bidders list was obtained from sources deemed to |  
 | be reliable. The accuracy of which is in no way guaranteed. The Salinas Valley |  
 | Builders Exchange assumes no responsibility for errors and/or omissions. |  
 -----

### REBID-SALINAS VALLEY STATE PRISON(2)

### SOLEDAD

Owner: Calif. Dept. of Corrections & Rehabilitation 916-229-5119

**Bid Date:** 3/24/2009 @ 3:00 PM

### CONSTRUCTION REMODEL OF THE BLDG(26)

### SANTA CRUZ

Owner: Santa Cruz Metro Transit Dist 831-426-0199

Addendums Received: 1

**Bid Date:** 3/24/2009 @ 2:00 PM

| General Contractor(s) to date: | Confirmed | Phone        | Fax          |
|--------------------------------|-----------|--------------|--------------|
| Barry Swenson Builders         | Yes       | 831-475-7100 | 831-475-4544 |
| CRW Industries                 | No        | 408-378-2477 | 408-378-2501 |
| * DMC Construction             | Yes       | 831-656-1600 | 831-656-1601 |
| George H Wilson, Inc.          | Yes       | 831-423-9522 | 831-423-9903 |
| San Jose Construction          | Yes       | 831-373-8711 | 831-646-4956 |
| Seldon & Son                   | No        | 831-722-9949 | 831-722-9360 |
| Tombleson, Inc.                | Yes       | 831-422-9696 | 831-422-0566 |
| Valhalla Builders              | Yes       | 408-225-5572 | 408-225-0769 |

\*Requesting mbe/wbe/dbe/dvbe/sbe/smbe/swbe/sdbe/sdvbe sub-bids

**From: Compliance News Publishing Company**

<http://www.compliancencenews.com>

[info@compliancencenews.com](mailto:info@compliancencenews.com)

Tel: 562-439-2788 Fax: 562-439-1398

11 S. Termino, Suite 214, Long Beach, CA 90803

---

TO: DMC Construction, Inc.

2611 Garden Road

Monterey, CA, 93940

Phone: (831) 656-1600

Fax: (831) 656-1601

**RECEIPT for Ad: 27369**

Published on 03/05/2009

For Project:

Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Total Amount PAID: \$75.00**



**Compliance News Monthly Trade Journal**  
Publication Affidavit-Declaration of Publication -- State of California

|   |  |
|---|--|
| <p>DMC Construction, Inc.<br/>is seeking certified and qualified DBE subs and/or suppliers to provide<br/>Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal &amp; Moisture Protection, Doors &amp; Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical &amp; Fire Protection.<br/>for Santa Cruz Metropolitan Transit District - Remodel Construction of Building and Related Site Work<br/>in Santa Cruz,CA</p> <p>We are an Equal Opportunity Employer. We will require that all participating companies carry Workers' Compensation &amp; Liability Insurance and be bonded.Plans &amp; specifications are available for viewing at our offices.</p> | <p>Contact: Adelle Murrer<br/>2611 Garden Road<br/>Monterey,CA,93940<br/>Phone:(831) 656-1600<br/>Fax:(831) 656-1601<br/>Email:amurrer@dmccconstruction.com</p> <p>Bid Due on:03/24/2009 at 02:00 PM<br/>Solicitation Number: METRO IFB No : 09-10</p> |
|---|--|

The DMC Construction, Inc. Good Faith Effort ad has been published in both the Compliance News Internet and Hard-Copy publications.  
Located Online at: [http://www.compliancencenews.com/classified\\_monthly](http://www.compliancencenews.com/classified_monthly)

The undersigned declares:  
I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Thu Mar 05 14:29:31 -0800 2009  
I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California  
Henry Sprague III  
Copyright 2005 Compliance News DVBE #0018455 All Rights Reserved

**Compliance News Daily Focus Journal**  
Publication Affidavit-Declaration of Publication -- State of California

|   |   |
|---|---|
| <p>DMC Construction, Inc.<br/>is seeking certified and qualified DBE subs and/or suppliers to provide<br/>Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal &amp; Moisture Protection, Doors &amp; Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical &amp; Fire Protection.<br/>for Santa Cruz Metropolitan Transit District - Remodel Construction of Building and Related Site Work<br/>in Santa Cruz,CA</p> <p>We are an Equal Opportunity Employer. We will require that all participating companies carry Workers' Compensation &amp; Liability Insurance and be bonded Plans &amp; specifications are available for viewing at our offices.</p> | <p>Contact: Adelle Murrer<br/>2611 Garden Road<br/>Monterey,CA,93940<br/>Phone:(831) 656-1600<br/>Fax:(831) 656-1601<br/>Email:amurrer@dmconstruction.com</p> <p>Bid Due on:03/24/2009 at 02:00 PM<br/>Solicitation Number: METRO IFB No. : 09-10</p> |
|---|---|

The DMC Construction, Inc. Good Faith Effort ad has been published in both the Compliance News Internet and Hard-Copy publications.

Located Online at: [http://www.compliancencnews.com/classified\\_daily](http://www.compliancencnews.com/classified_daily)

The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Thu Mar 05 14:29:31 -0800 2009

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

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# DMC Construction, Inc.

## LOG

Good Faith Effort for Bid Solicitation METRO IFB No.: 09-10

Project: Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

### Important Instructions

- 1.) Read and complete Section A.
- 2.) We have completed Section B for you.
- 3.) Complete Section C by making follow-up phone calls to the firms listed below.  
->For DVBE firms, call at least 3 firms. ->For DBE, MBE, & WBE firms, call all of them.

---

### A. Awarding Department Contact Instructions

Many California Good-Faith Efforts may require the bidding contractor to CALL the awarding department or owner and talk with their Good-Faith representative. SEE YOUR CONTRACT DOCUMENTS FOR THIS TELEPHONE NO. Call it and record the result below.

#### Awarding Department Contact Action

DMC Construction, Inc. contacted the awarding department issuing this contract at (tel number) \_\_\_\_\_ at (time) \_\_\_\_\_ on (date) \_\_\_\_\_ and discussed Good-Faith Effort with (Awarding Department Contact) \_\_\_\_\_  
Remarks:(left message, etc.) \_\_\_\_\_  
Phone call was made by (Prime Rep's do\_signature) \_\_\_\_\_

---

### B. Federal, State, & Local Agencies Contacted

On 03/05/09, DMC Construction, Inc. contacted:

1. Federal Agency: Central Contractor Registration (CCR) / PRO-Net at <http://www.bpn.gov/CCRSearch/Search.aspx> at 02:29PM on 03/05/2009
2. State Agency: Office of Small Business & DVBE Certification (OSDC) <http://www.pd.dgs.ca.gov/smbus> at 02:24PM on 03/05/2009
3. Local referral organization: DBE/DVBE Resource Center ([www.dvbe.net](http://www.dvbe.net)) at 02:19PM on 03/05/2009

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### C. Summary of Firms Sent Bid Invitations

21 total firms were sent invitations.

---

**Company Name:** Joni L. Janecki & Associates Inc

**Address:** 515 Swift Street

Santa Cruz, CA, 95060

**Phone:** (831) 423-6040, **Fax:** (831) 423-6054

**Work Categories:**

Landscape Architectural Services, Landscape Architects

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 - left message - 6:59 AM

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Concrete Science, Inc.

**Address:** 1534 B Street  
Hayward,CA, 94541  
**Phone:** (510) 581-2342, **Fax:** (510) 581-4178

**Work Categories:**

Other Management Consulting Services,Computer Systems Design Services,Engineering Services,Consultant,Business Administration,Management Information Systems,Traffic Engineer,Feasibility Studies,Engineering,Architectural Engineer,Civil Engineering,Safety S

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 - 7am - left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Bardel Inc.

**Address:** 1695 Eastshore Highway  
Berkeley,CA, 94107

**Phone:** (510) 527-8850, **Fax:** (510) 527-1951

**Work Categories:**

Display Advertising,Sign Structure

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:10 AM left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Rhodes Painting & Decorating, Inc

**Address:** 230 Granada Avenue  
San Francisco,CA, 94112

**Phone:** (510) 569-6313, **Fax:** (510) 569-6313

**Work Categories:**

Paint and Wallpaper Stores,Paint,Paint, Glass, & Wallpaper Stores

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 - left message @ 7 AM

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

Not BIDDING

---

**Company Name:** Thunder Electric, Inc.

**Address:** 4349 20th Street  
San Francisco, CA, 94114  
**Phone:** (415) 255-9473, **Fax:** (415) 255-9553

**Work Categories:**

Electrical Contractors, All Other Specialty Trade Contractors, Motor and Generator Manufacturing, Highway, Street, and Bridge Construction, Traffic Control System, Electrical, Residential Electrical

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 - ~~# Disconnected~~ - 7:10 AM

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Db Electric

**Address:** 9701 - C Street  
Oakland, CA, 94603

**Phone:** (510) 430-3056, **Fax:** (510) 430-3057

**Work Categories:**

Other Electric Power Generation, Highway, Street, and Bridge Construction, Electric Services, Combination Utility Services

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:11 AM - Wrong #

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Miller & Sons Ltd

**Address:** 3229 Kerr Street  
Castro Valley, CA, 94546

**Phone:** (510) 728-0378, **Fax:** (510) 728-0378

**Work Categories:**

Plumbing, Heating, and Air-Conditioning Contractors, Highway, Street, and Bridge Construction, Heating Equipment (except Warm Air Furnaces) Manufacturing, Air Conditioning/sheet Metal, Heating, Residential Air Conditioning & Sheet Metal, Heating & Air Condition

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:11 AM # disconnected

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Harding Construction  
**Address:** 1080 14th Street, Suite A2  
Oakland, CA, 94607  
**Phone:** (510) 444-3977, **Fax:** (510) 444-3977

**Work Categories:**

Paint and Wallpaper Stores, All Other Specialty Trade Contractors, Site Preparation Contractors, Finish Carpentry Contractors, Other Heavy and Civil Engineering Construction, Structural Steel and Precast Concrete Contractors, Poured Concrete Foundation and Stru

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:15 AM - No Answer

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

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**Company Name:** J C Metal Specialists Inc  
**Address:** 2708 Ingalls Street  
San Francisco, CA, 94124  
**Phone:** (415) 822-3878, **Fax:** (415) 822-6132

**Work Categories:**

Structural Steel and Precast Concrete Contractors, Other Foundation, Structure, and Building Exterior Contractors, Commercial and Institutional Building Construction, Steel Structures, Steel Crib Wall

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:20 AM - SUZY

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

Not Bidding

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**Company Name:** Mendelian Construction, Inc.  
**Address:** P O Box 24242  
San Francisco, CA, 94124  
**Phone:** (415) 468-9190, **Fax:** (415) 468-9056

**Work Categories:**

Site Preparation Contractors, Structural Steel and Precast Concrete Contractors, Poured Concrete Foundation and Structure Contractors, Surveying and Mapping (except Geophysical) Services, All Other Specialty Trade Contractors, Highway, Street, and Bridge Const

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:30 AM - left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

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**Company Name:** Cpe Construction

**Address:** P.o. Box 1236

Galt,CA, 95632

**Phone:** (209) 745-3600, **Fax:** (209) 745-3600

**Work Categories:**

Roofing Contractors,All Other Specialty Trade Contractors,Finish Carpentry Contractors,Drywall and Insulation Contractors,Industrial Building Construction,Building Construction,Small Structures,Carpentry,Drywall Construction,Plastering,Roofing,Insulation,

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:20am \* Disconnected

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

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**Company Name:** Esd&c, Inc.

**Address:** 350 Second Street, Suite 7

Los Atos,CA, 94022

**Phone:** (650) 766-2778, **Fax:** (650) 240-0413

**Work Categories:**

Electrical Contractors,Traffic Control System,Residential Electrical

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:25am - ED

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

NOT BIDDING

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**Company Name:** Metco

**Address:** 2173 Francisco Boulevard, Suite F

San Rafael,CA, 94901

**Phone:** (415) 455-9922, **Fax:** (415) 455-9960

**Work Categories:**

Other Electric Power Generation,Electrical Contractors,All Other Specialty Trade Contractors,Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers,Security Systems Services (except Locksmiths),Electrical & Signal

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:35am - left message

Person Contacted and Comments for Solicitation: METRO IFB No. 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** A C C R A Communications Group, Inc

**Address:** 700 Murmansk Street, Ste. 7

Oakland, CA, 94607

**Phone:** (510) 763-0941, **Fax:** (510) 763-0945

**Work Categories:**

Other Communications Equipment Manufacturing, Other Electronic Component Manufacturing, Other Lighting Equipment Manufacturing, Other Management Consulting Services, All Other Miscellaneous Electrical Equipment and Component Manufacturing, Wired Telecommunicat

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 7:40 AM # disconnected

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

---

**Company Name:** Sierra Engineering Group

**Address:** 1328 Decoto Road, Suite 120

Union City, CA, 94587

**Phone:** (510) 487-9192, **Fax:** (510) 429-7951

**Work Categories:**

Drafting Services, Engineering Services, Consultant, Design Bridges, Feasibility Studies, Civil Engineering, Safety Studies, Structural Engineer, Drafting

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8 AM - SARA

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

Not BIDDING

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**Company Name:** Construction Performance Technology

**Address:** 1361 S. Winchester Blvd., Suite 103

San Jose, CA, 95128

**Phone:** (408) 874-0370, **Fax:** (408) 874-0373

**Work Categories:**

Engineering Services, Administrative Management and General Management Consulting Services, Traffic Engineer, Feasibility Studies, Architectural Engineer, Civil Engineering, Safety Studies, Mechanical Engineers

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8:05 AM # disconnected

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit



District -  
Remodel Construction of Building and Related Site Work

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**Company Name:** De Anza Manufacturing Services, Inc.

**Address:** 1271 Reamwood Avenue  
Sunnyvale, CA, 94089

**Phone:** (408) 734-2020, **Fax:** (408) 734-2580

**Work Categories:**

Other Electronic Component Manufacturing, Printed Circuit Assembly (Electronic Assembly)  
Manufacturing, Landscape & Horticultural Services, Safety, Design Bridges, Environmental Engineer, Electronic Components & Accessories, Services, Nec

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8:10 AM - left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

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**Company Name:** Cal Aerial Surveys

**Address:** 869 Overlook Court  
San Mateo, CA, 94403

**Phone:** (650) 573-1811, **Fax:** (650) 573-1015

**Work Categories:**

Surveying and Mapping (except Geophysical) Services, Commercial Photography, Photofinishing Laboratories (except One-Hour), Construction Staking, Surveyor

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8:11 AM - Yoshimura

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District -

Remodel Construction of Building and Related Site Work

Not Bidding

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**Company Name:** Robin Chiang & Company

**Address:** 381 Tehama Street  
San Francisco, CA, 94103

**Phone:** (415) 995-9870, **Fax:** (415) 995-9876

**Work Categories:**

Architectural Services, Architectural

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8:15 AM - left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District - Remodel Construction of Building and Related Site Work

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**Company Name:** Amador's Landscape  
**Address:** 5705 Crestmont Avenue  
Livermore, CA, 94551  
**Phone:** (510) 755-1512, **Fax:** (925) 960-0403

**Work Categories:**  
Site Preparation Contractors, Clearing & Grubbing, Roadway Excavation, Structure Excavation, Structure Backfill, Ditches Excavation, Demolition

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 8:30 AM - left message

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District - Remodel Construction of Building and Related Site Work

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**Company Name:** Magdave Associates  
**Address:** 303 Hegenberger Road, Suite 211  
Oakland, CA, 94621  
**Phone:** (510) 633-4847, **Fax:** (510) 633-9664

**Work Categories:**  
Other Management Consulting Services, Other Specialized Design Services, Computer Systems Design Services, All Other Specialty Trade Contractors, Engineering Services, Consultant, Business Administration, Management Information Systems, Traffic Engineer, Architect

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/16/09 @ 9 AM - wrong #

Person Contacted and Comments for Solicitation: METRO IFB No.: 09-10 Santa Cruz Metropolitan Transit District - Remodel Construction of Building and Related Site Work

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**Affidavit of Fax Solicitation**

The undersigned employee of Compliance News Publishing, located in the City of Long Beach, County of Los Angeles, and the State of California, declares that bid solicitation letters have been faxed to the following 21 firms listed below at 02:29PM on 03/05/2009. I am over the age of 18 years and a citizen of the United States. I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California.

**Henry Sprague III**

**DMC Construction, Inc.**  
2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Joni L. Janecki & Associates Inc  
515 Swift Street  
Santa Cruz, CA, 95060

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

---

Quotes are needed for:  
**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

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Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted. All subcontractors/vendors awarded work on this project must be prepared to furnish subcontract performance and payment bonds, for the amount of the subcontract bid, issued by an admitted corporate surety acceptable to our company.

Plans and specifications are available by appointment for review/takeoff at above address. If you have any questions please do not hesitate to contact us.

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**Participation Response Form**

- We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_
- We cannot participate in the contract

\_\_\_\_\_  
Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Concrete Science, Inc.  
1534 B Street  
Hayward, CA, 94541

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

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Quotes are needed for:  
**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

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Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Rhodes Painting & Decorating, Inc  
230 Granada Avenue  
San Francisco, CA, 94112

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

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Print Name of Business Owner

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Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Thunder Electric, Inc.  
4349 20th Street  
San Francisco, CA, 94114

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA

**Bid Due Date:** 03/24/09 at 02:00 PM PST

**Solicitation Number:** METRO IFB No.: 09-10

**Contact:** Adelle Murrer

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Quotes are needed for:

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Signature

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Db Electric  
9701 - C Street  
Oakland, CA, 94603

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA

**Bid Due Date:** 03/24/09 at 02:00 PM PST

**Solicitation Number:** METRO IFB No.: 09-10

**Contact:** Adelle Murrer

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Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Miller & Sons Ltd  
3229 Kerr Street  
Castro Valley, CA, 94546

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
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Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
J C Metal Specialists Inc  
2708 Ingalls Street  
San Francisco, CA, 94124

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

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Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Mendelian Construction, Inc.  
P O Box 24242  
San Francisco, CA, 94124

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
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Print Name of Business Owner

\_\_\_\_\_  
Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Cpe Construction  
P.o. Box 1236  
Galt, CA, 95632

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

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Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
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Print Name of Business Owner

\_\_\_\_\_  
Signature

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

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Esd&c, Inc.  
350 Second Street, Suite 7  
Los Atlos, CA, 94022

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

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2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Metco  
2173 Francisco Boulevard, Suite F  
San Rafael, CA, 94901

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
A C C R A Communications Group, Inc  
700 Murmansk Street, Ste. 7  
Oakland, CA, 94607

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

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Print Name of Business Owner

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Signature

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Sierra Engineering Group  
1328 Decoto Road, Suite 120  
Union City, CA, 94587

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA

**Bid Due Date:** 03/24/09 at 02:00 PM PST

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Construction Performance Technology  
1361 S. Winchester Blvd., Suite 103  
San Jose, CA, 95128

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

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**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
De Anza Manufacturing Services, Inc.  
1271 Reamwood Avenue  
Sunnyvale, CA, 94089

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
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Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Cal Aerial Surveys  
869 Overlook Court  
San Mateo, CA, 94403

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA

**Bid Due Date:** 03/24/09 at 02:00 PM PST

**Solicitation Number:** METRO IFB No.: 09-10

**Contact:** Adelle Murrer

---

Quotes are needed for:

**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

---

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted. All subcontractors/vendors awarded work on this project must be prepared to furnish subcontract performance and payment bonds, for the amount of the subcontract bid, issued by an admitted corporate surety acceptable to our company.

Plans and specifications are available by appointment for review/takeoff at above address. If you have any questions please do not hesitate to contact us.

---

**Participation Response Form**

We can participate in this contract

TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract

\_\_\_\_\_  
Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Robin Chiang & Company  
381 Tehama Street  
San Francisco, CA, 94103

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

---

Quotes are needed for:  
**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

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Plans and specifications are available by appointment for review/takeoff at above address. If you have any questions please do not hesitate to contact us.

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**Participation Response Form**

- ( ) We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_
- ( ) We cannot participate in the contract

\_\_\_\_\_  
Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Amador's Landscape  
5705 Crestmont Avenue  
Livermore, CA, 94551

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

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Quotes are needed for:  
**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

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Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted. All subcontractors/vendors awarded work on this project must be prepared to furnish subcontract performance and payment bonds, for the amount of the subcontract bid, issued by an admitted corporate surety acceptable to our company.

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**Participation Response Form**

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TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_
- ( ) We cannot participate in the contract

\_\_\_\_\_  
Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**DMC Construction, Inc.**

2611 Garden Road  
Monterey, CA 93940  
Telephone: (831) 656-1600  
Fax: (831) 656-1601

**INVITATION TO BID**

March 05, 2009  
Magdave Associates  
303 Hegenberger Road, Suite 211  
Oakland, CA, 94621

We are seeking certified and qualified **DBE** subcontractors and/or suppliers for:

**Project:** Santa Cruz Metropolitan Transit District -  
Remodel Construction of Building and Related Site Work

**Location:** Santa Cruz, CA  
**Bid Due Date:** 03/24/09 at 02:00 PM PST  
**Solicitation Number:** METRO IFB No.: 09-10  
**Contact:** Adelle Murrer

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Quotes are needed for:  
**Selective Demolition, Cast in Place Concrete, Architectural Concrete, Structural Steel Framing, Metal Fabrication, Rough Carpentry, Thermal & Moisture Protection, Doors & Windows, Painting, Flooring Acoustic Tile Ceilings, Gypsum Board, Tile, Signage, Toilet Compartments, Fire Extinguisher Cabinets, Hydraulic Elevators, HVAC, Plumbing, Electrical & Fire Protection..**

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**Participation Response Form**

- We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_  
 We cannot participate in the contract

\_\_\_\_\_  
Print Name of Business Owner

\_\_\_\_\_  
Signature

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

Please fax return this form by Mar 24, 2009  
with a copy of your certification to Adelle Murrer at (831) 656-1601

**BID FORM – DOCUMENT 13  
APPRENTICESHIP EMPLOYMENT CERTIFICATION**

**APPRENTICESHIP**

For each craft or trade utilized in performing the tasks required under this contract, each contractor or subcontractor performing work on this project shall employ apprentices on the project, in the ratios required by California statute, Section 1777.5 and 1777.6 of the Labor Code and the regulations of the California Apprenticeship Council, who are enrolled and participating in an apprenticeship program that has graduated apprentices annually for at least the past five (5) years. This requirement applies to any craft used on the project for which the State of California Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program.

The graduation requirement for each of the preceding five (5) years shall not apply to any apprenticeship program not recognized or approved by the Department of Labor and/or Division of Apprenticeship Standards as an apprenticeable occupation for at least nine (9) years immediately prior to March 24, 2009 providing that the program has graduated apprentices each year following the fifth anniversary of its recognition or approval.

In the event that there is no state-approved apprenticeship program that meets requirements of this provision for a particular craft or trade utilized under this contract for the MetroBase Project, the Contractor shall be exempt from the requirement of this provision for that craft or trade only.

**APPRENTICESHIP EMPLOYMENT CERTIFICATION**

Under the laws of the State of California, the undersigned declares, under penalty of perjury, compliance with the apprentice programs described in the Special Conditions for the workforce employed by Contractor or any subcontractor under the contract for Specification for the MetroBase Project.

Contractor: DJMC Construction LLC  
By: Dan J. McAweeney  
Date: 3/23/09  
Title: President



**BID FORM – DOCUMENT 14  
WORKERS' COMPENSATION CERTIFICATION**

I, as the Contractor for the MetroBase Project, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract, if I am selected as the Contractor.

Contractor: Dave Construction Inc.  
By: [Signature] Dan J. McAtweeny  
Date: 3/23/09  
Title: President

Certificate attached

**STATE**  
**COMPENSATION**  
**INSURANCE**  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 10-01-2008

GROUP: 000284  
 POLICY NUMBER: 0000702-2008  
 CERTIFICATE ID: 3  
 CERTIFICATE EXPIRES: 10-01-2009  
 10-01-2008/10-01-2009

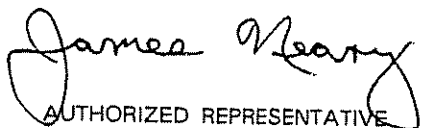
NG

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 AUTHORIZED REPRESENTATIVE

  
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - DAN JAY MCAWEENEY, PRS SC,TR - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2005 IS  
 ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

DMC CONSTRUCTION INC.  
 2611 GARDEN RD  
 MONTEREY CA 93940

NG



**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

**CONFLICT OF INTEREST CHECKLIST**

All Bidders must respond to each of the following questions to determine whether any actual or perceived conflict of interest may exist. If any response has a "yes" answer, provide accurate and complete information for analysis.

1. Have you or any of your team member(s) or consultant(s) ever been employed by, or done work for, the METRO? Yes  No

If your answer is "Yes", please provide the additional information:

- |                            |                              |                             |                |
|----------------------------|------------------------------|-----------------------------|----------------|
| • Full-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Part-time employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • As-Needed employee       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Consultant               | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |
| • Or other, please explain | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Name(s): _____ |

- 
- Dates of Employment/consulting contract:

- 
- In which department(s) did you work?

- 
- Who was your supervisor(s)/who did you supervise?

- 
- Please describe your job duties and responsibilities or consulting work for each METRO position held:

- 
- Last date of employment or consultant contract:

- 
2. Are any METRO Board Member(s) or any of their staff presently serving as officers, partners, or shareholders in your company? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of Board Members:

- 
- What is his/her position with your company?

- 
- Percentage of ownership of company shares:

**BID FORM – DOCUMENT 15**  
**CONFLICT OF INTEREST STATEMENT**

3. Are any of your former employee's or consultant's presently employed by the METRO? Yes  No

If the answer is "Yes", please provide the additional information:

- Name(s) of each former employee:

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- All titles of each former employee:

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- Description of job duties:

---

- Dates of employment or date consultant worked for you:

---

4. In the preceding twelve months, has the Bidder/Proposer made, arranged or delivered any gift(s) to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the gift:

---

- Value of the gift:

---

- Description of the gift:

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- Date the gift was delivered:

---

5. In the preceding forty-eight (48) months, has your company made, arranged or delivered any campaign contributions to any METRO Board Member? Yes  No

If the answer is "Yes", please provide the additional information:

- Name of Board Member receiving the contribution:

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- Name of Board Member receiving contribution:

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- Amount of the contribution:

**BID FORM – DOCUMENT 15  
CONFLICT OF INTEREST STATEMENT**

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- Description of form of contribution (i.e. cash, check):

---

- Date the contribution was delivered:

---

- To whom was the contribution delivered:

---

N/A

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed on 3/23, 2009, at Monterey, CA  
(Date) (City) (State)

Don J. McAlweeney Don J. McAlweeney President  
Typewritten or Printed Name Signature of Authorized Official Title

**DMC Construction, Inc.**  
2611 Garden Rd.  
Monterey, CA 93940

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT:** NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION ON  
MARCH 27, 2009 REGARDING NEGOTIATIONS WITH THE SERVICE  
EMPLOYEES INTERNATIONAL UNION, LOCAL 521

## I. RECOMMENDED ACTION

**No action is required, this staff report is informational only**

## II. SUMMARY OF ISSUES

- The existing Service Employees International Union, Local 521 (SEIU) expires June 30, 2009.
- SEIU and METRO management negotiators met to discuss proposed terms of agreement for a new three year Memorandum of Understanding (MOU).

## III. DISCUSSION

The existing MOU with SEIU will expire on June 30, 2009. On March 27, 2009 METRO's negotiators were given instructions from METRO's Board regarding settlement authority by a unanimous vote in closed session. METRO Directors that were present in closed session on March 27, 2009 included: Chair, Dean Bustichi, Vice Chair Ellen Pirie, Board members, Ron Graves, Donald Hagen, Michelle Hinkle, Lynn Robinson, Mike Rotkin, Mark Stone and Marcela Tavantzis. Director Pat Spence was absent. By its vote, the Board of Directors authorized a 3 year Labor Agreement with a 3% increase in salary for each year of the Agreement. METRO's Board of Directors also authorized non-economic language changes and the inclusion of Side Agreements developed during the term of the current MOU, see below for specific authorization.

The parties agreed to limited scope negotiations and a tentative agreement was made that was within the authority provided by METRO's Board on March 27, 2009. On April 16, 2009, SEIU members voted to ratify the terms of the tentative agreement.

Language changes were made to the following Articles:

Article 2, Recognition

The position of Human Resources Clerk was added to the list of positions designated as confidential.

Article 8, Personnel Actions

Changes were made regarding which positions could be requested for reclassifications and wage surveys by individual union members and the Union.

Language was added to clarify how out of class would be assigned as a result of a new Customer Service assignment for Transit Supervisors (see Article 11).

Article 11, General Provisions

A new Customer Service assignment was designated for Transit Supervisors.

Article 12, Benefits and Reimbursements

Language was changed to clarify how METRO currently pays for retiree health benefits.  
Language was changed regarding boot allowances to comply with PERS retirement requirements.

Article 23, Term

The Term of the MOU was changed so the new term runs from July 1, 2009 to June 30, 2012.

**IV. FINANCIAL CONSIDERATIONS**

The ratified agreement is within METRO Board of Directors' settlement authority.

**V. ATTACHMENTS**

**Attachment A:** None



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** April 24, 2009  
**TO:** Board of Directors  
**FROM:** Robyn D. Slater, Human Resources Manager  
**SUBJECT: NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION ON MARCH 27, 2009 REGARDING NEGOTIATIONS WITH THE UNITED TRANSPORTATION UNION, LOCAL 23 COVERING PARACRUZ OPERATIONS**

## I. RECOMMENDED ACTION

**No action is required, this staff report is informational only**

## II. SUMMARY OF ISSUES

- The existing United Transportation Union, Local 23 ParaCruz (UTU ParaCruz) Labor Agreement expires June 30, 2009.
- UTU ParaCruz and METRO management negotiators met to discuss proposed terms of agreement for a new three year Labor Agreement.

## III. DISCUSSION

The existing Labor Agreement with UTU ParaCruz will expire on June 30, 2009. On March 27, 2009, METRO's negotiators were given instructions from METRO's Board of Directors regarding settlement authority by a unanimous vote in closed session. METRO Directors that were present in closed session on March 27, 2009 included: Chair, Dean Bustichi, Vice Chair Ellen Pirie, Board members, Ron Graves, Donald Hagen, Michelle Hinkle, Lynn Robinson, Mike Rotkin, Mark Stone and Marcela Tavantzis. Director Pat Spence was absent. By its vote, the Board of Directors authorized a 3 year Labor Agreement with a 3% increase in salary for each year of the Agreement.

The parties agreed to limited scope negotiations and a tentative agreement was made that was within the authority provided by METRO's Board on March 27, 2009. On April 16, 2009, UTU ParaCruz members voted to ratify the terms of the tentative agreement.

The Labor agreement will be in force from July 1, 2009 until June 30, 2012.

## IV. FINANCIAL CONSIDERATIONS

The ratified agreement is within METRO Board of Directors' settlement authority.

**V. ATTACHMENTS**

**Attachment A:** None