



Western Contra Costa  
Transit Authority

## **NOTICE OF MEETING**

The Regular Meeting of the WCCTA Board of Directors  
will be held:

**DATE: April 11, 2019 (Thursday)**  
**TIME: 6:30 PM**  
**PLACE: Pinole City Council Chambers**  
**2131 Pear Street, Pinole, CA**

### **AGENDA**

**Americans With Disabilities Act:** In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a WCCTA Board Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the WestCAT Administrative Office at (510) 724-3331. Notification at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE**

**B. APPROVAL OF AGENDA**

**C. PUBLIC COMMUNICATIONS**

This is the time for members of the public to bring up with the Board of Directors matters of general interest that are not on the agenda. In accordance with provisions of the Brown Act, the Board will automatically refer to staff any matters that are brought before them at this time, and the matter may be placed on a future agenda. Time limit is 3 minutes and is subject to modification by the Chair.

**1.0 CONSENT CALENDAR**

- 1.1 Approval of Minutes of Regular Board Meetings of January 17, 2019. \*
- 1.2 Approval of Expenditures of March, 2019.\*
- 1.3 Receive Contractors Monthly Management Reports for January, 2019.\*  
**[Action Requested: Approve Item 1.1 and 1.2 and Receive Item 1.3]**

**2.0 ITEMS FOR BOARD ACTION / DISCUSSION**

- 2.1 Formal Authorization for General Manager to Accept the Proposal from The Ross and White Company, and to Enter Into an Agreement for the Purchase and Delivery of a Bus Wash and Water Reclamation System. **[Action Requested: Authorization for General Manager to Enter into Agreement with The Ross and White Company For Purchase and Delivery of a Bus Wash and Water Reclamation System at a Cost of \$400,000, Exclusive of Applicable Taxes. Funding to be Provided by Measure J Capital Revenues]. \***

**3.0 COMMITTEE REPORTS**

3.1 General Manager's Report. **[No Action: Information Only]**

**4.0 CORRESPONDENCE**

**5.0 BOARD COMMUNICATION**

**6.0 ADJOURNMENT**

\* Enclosures  
^^ To Be Distributed Separately

Written materials relating to an item on this Agenda that are distributed to the WCCTA Board of Directors within 72 hours before it is to consider the item at its regularly scheduled meeting will be made available for public inspection at WCCTA, located at 601 Walter Avenue, Pinole, during normal business hours (Pursuant to SB 343 or California Government Code Section 54957.5 -effective July 1, 2008). If time allows, this information will also be made available on the WCCTA website <http://www.westcat.org/administration/board-of-directors/>, subject to staff's ability to post the documents before the regularly scheduled meeting. The posting of SB 343 information on this website is in addition to the posting of the information at the legally required locations specified above.

**Next Board Meeting: Thursday, May 9, 2019**

WCCTA BOARD MEETINGS ARE PRERECORDED FOR BROADCAST ON CHANNEL 26. The Community TV Channel 26 schedule is published on the City of Pinole's website at [www.ci.pinole.ca.us](http://www.ci.pinole.ca.us).

**A/P DISBURSEMENTS MARCH 2019**WCCTA - WestCAT  
Purchase Journal

For the Period From Jul 1, 2017 to Jun 30, 2019

Filter Criteria includes: 1) Unposted Transactions only; 2) Includes Drop Shipments. Report order is by Date. Report is printed in Detail Format.

Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
2/14/19	10202 A/R Accrual - MV & Insuranc 20100 Accounts Payable	14-2019-Feb	Ins. admin fee units #169, 152, and ? California Transit Systems	199.22	199.22
2/18/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	104945	Vehicle parts The Janek Corporation	541.25	541.25
2/20/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	456919-142	Quarterly maint Monterey Mechanical	360.00	360.00
2/21/19	50402-10 Tires & Tubes 20100 Accounts Payable	M-119081	Feb tires (no s/o) J & O's Commercial Tire Center	9,262.16	9,262.16
2/26/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	10783	Repaired male and female bathrooms, and HTC bathroom Kurt's Plumbing & Heating	670.00	670.00
2/26/19	50500-10 Utilities, Operations 50500-60 Utilities, Admin 20100 Accounts Payable	2/19	Water service 12/12/18-02/26/19 Water service 12/12/18-02/26/19 EBMUD	732.90 366.46	1,099.36
2/26/19	50300-41 Outside Service, Vehicle Main 20100 Accounts Payable	243537	Vehicle repair unit #602 Pankey's Radiator Shop, Inc.	750.00	750.00
2/26/19	50401-10 Fuel & Lubricants 20100 Accounts Payable	M-150184	Diesel Spartan Tank Lines, Inc.	22,592.06	22,592.06
2/26/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-81606508	Vehicle parts MCI Service Parts, Inc.	7,288.31	7,288.31
2/27/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	313203	Vehicle parts Napa Auto Parts Antioch	5,225.40	5,225.40
2/27/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	56428	Vehicle parts Diesel Marine Electric	1,909.69	1,909.69
2/27/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	CASA158929	Vehicle parts Fastenal Company	213.98	213.98
2/28/19	50500-10 Utilities, Operations 50500-60 Utilities, Admin 20100	0851-153380755	Feb service Feb service Republic Services #851	522.62 261.30	783.92

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	Accounts Payable				
2/28/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	2/19	Feb bus shelter maint Don Hinkle	814.00	814.00
2/28/19	50300-10 Outside Services, Operations 50300-60 Outside Services, Admin 20100 Accounts Payable	2/19	Feb service Feb service Western Exterminator Co.	98.67 49.33	148.00
2/28/19	50501-10 Telephone, Operations 50501-60 Telephone, Admin 20100 Accounts Payable	2/19	Feb phone service Feb phone service AT&T	641.97 320.98	962.95
2/28/19	50501-10 Telephone, Operations 50501-60 Telephone, Admin 20100 Accounts Payable	20460-22019	Feb phone serv Feb phone serv STREAMS	681.76 340.88	1,022.64
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	45675	Vehicle parts Bay Area Bus Repair, Inc.	90.26	90.26
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	CI002022854	Vehicle parts Betts	113.31	113.31
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-122700	Vehicle parts Chuck's Brake & Wheel	6,248.51	6,248.51
2/28/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	M-170170	Hose repair (shop) Walkers Hydraulics, Inc.	3,077.22	3,077.22
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-3290590005	Vehicle parts Dentoni's Welding Works Inc.	437.00	437.00
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-38K205378	Uniform Cintas Corporation	1,079.77	1,079.77
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-40553148	Vehicle parts (No MV) Gillig LLC	2,145.13	2,145.13
2/28/19	50499-41 Other Mat & Supplies, Veh Ma 20100 Accounts Payable	M-D725848	Vehicle parts Kenworth Pacific Holding	9,331.03	9,331.03

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3/1/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	52595	March landscaping Pacific Site Landscaping	485.10	485.10
3/1/19	50501-10 Telephone, Operations 50501-60 Telephone, Admin 20100 Accounts Payable	77835980	Fiber optic network Fiber optic network Comcast Business	585.04 292.50	877.54
3/6/19	50499-41 Other Mat & Supplies, Veh Ma 50300-41 Outside Service, Vehicle Main 20100 Accounts Payable	M-75314	Vehicle parts Vehicle repair unit #31 Ford Lincoln Fairfield	20.02 188.23	208.25
3/7/19	50300-41 Outside Service, Vehicle Main 20100 Accounts Payable	M- 79238215	Waste pick-up Safety-Kleen Systems, Inc.	4,631.17	4,631.17
3/14/19	50499-42 Other Mat&Suppl, Non-Veh 20100 Accounts Payable	M-IN02278341	Janitorial supplies CCP Industries Inc.	755.48	755.48
3/15/19	11103 Office Equipment & Furniture 20100 Accounts Payable	19030247	Vehicle communications necessities (Prop 1B sec) Wireless N WiFi	24,655.31	24,655.31
3/18/19	50499-42 Other Mat&Suppl, Non-Veh 20100 Accounts Payable	54001	Bathroom repair materials Air Delights Inc	267.89	267.89
3/19/19	11101 Transp. Vehicles & Equipment 20100 Accounts Payable	90026399	Installation of Clipper OBE (Prop 1B sec) CUBIC	14,339.38	14,339.38
3/19/19	50401-10 Fuel & Lubricants 20100 Accounts Payable	M-150851	Diesel Spartan Tank Lines, Inc.	90,740.20	90,740.20
3/19/19	50401-10 Fuel & Lubricants 20100 Accounts Payable	M-19-873752	DEF, motor oil, and Mobilith SHC100 Flyers Energy, LLC (RCP)	3,905.05	3,905.05
				217,230.54	217,230.54

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For the Period From Jan 1, 2019 to May 31, 2019

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
1/25/19	50908-10 Marketing & Advertising, Ope 20100 Accounts Payable	1/19	Newsletter ad for 2019  Pinole Historical Society	180.00	180.00
1/31/19	10202 A/R Accrual - MV & Insuranc 20100 Accounts Payable	9790	Vehicle repair unit #114 (original 12/26/18) Walker's Auto Body	2,744.54	2,744.54
2/28/19	50410-10 Postage, Operations 50410-60 Postage, Admin 50908-10 Marketing & Advertising, Ope 50300-42 Outside Service, Non-Veh Mai 50499-41 Other Mat & Supplies, Veh Ma 50499-42 Other Mat&Suppl, Non-Veh 50902-60 Travel Expense, Admin 11103 Office Equipment & Furniture  20100 Accounts Payable	2/19	Feb postage  Feb postage  Yalpinc (advertising)  Zello comp software  Buswash  Comp network exp  CaIACT in Sac (Charlie and Rob T.) Comp (Norma J.), network equip upgrades, server, tablets, cradle, brackets, memory cards, misc hardware Bank of America Business Card	350.00  174.99  390.00  360.00  92.29  1,383.67  965.00 2,557.62	6,273.57
3/7/19	51200-60 Rentals & Leases, Admin 20100 Accounts Payable	913604	Excess color meter  Pacific Office Automation/Service	66.76	66.76
3/9/19	51200-60 Rentals & Leases, Admin 20100 Accounts Payable	62734080	March copier  Pacific Office Automation/Lease	356.16	356.16
3/15/19	20200 Accrued Payroll Liabilities 20200 Accrued Payroll Liabilities 20100 Accounts Payable	3/19	March 15th deferred comp  401K loan  Vantagepoint Transfer Agents -- 457	2,662.33  214.62	2,876.95
3/18/19	50908-10 Marketing & Advertising, Ope 20100 Accounts Payable	03/19	Driver appreciation day treats  Yvonne M. Morrow	78.89	78.89
3/18/19	50908-10 Marketing & Advertising, Ope 20100 Accounts Payable	3/2019	Driver incentive awards  Yvonne M. Morrow	205.00	205.00
3/18/19	50300-10 Outside Services, Operations 50300-60 Outside Services, Admin 20100 Accounts Payable	ID#21419729 3/19	Custom installation and construction Custom installation and construction Comcast Business	1,465.34  732.66	2,198.00
3/19/19	11104 Facility Repairs	17937	Final payment for bathrooms floor installation (phase 2)	3,332.66	

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
	20100 Accounts Payable		Granada Floor		3,332.66
4/1/19	50215-60 Fringe Benefits, Admin 20100 Accounts Payable	4/19	April dental ins. Health Care Dental	958.07	958.07
4/1/19	50215-60 Fringe Benefits, Admin 20100 Accounts Payable	4/19	April medical ins. Kaiser Foundation Health Plan, Inc.	9,697.89	9,697.89
				28,968.49	28,968.49

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/10/19	50300-10 Outside Services, Operations 20100 Accounts Payable	104	Transit consulting (3/1-3/9/2019) Electra McFadden-Jeter	4,000.00	4,000.00
3/10/19	11104 Facility Repairs 20100 Accounts Payable	17930	Deposit for male, and female bathrooms floor installation Granada Floor	730.00	730.00
				4,730.00	4,730.00

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/13/19	11104 Facility Repairs 20100 Accounts Payable	17934	Bathrooms floor installation phase 1 (TDA) Granada Floor	3,332.66	3,332.66
				<hr/> 3,332.66	<hr/> 3,332.66

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Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amount	Credit Amount
3/7/19	50908-10 Marketing & Advertising, Ope 20100 Accounts Payable	AAD004318	WestCAT promo T-shirts (Mike and Kevin) Blue Sky Sports	52.33	52.33
3/5/19	50902-60 Travel Expense, Admin  20100 Accounts Payable	3/19	CalTIP Oversight committee in Sacramento, CA (CalTIP will reimburse) Charles Anderson	89.93	89.93
3/7/19	50501-10 Telephone, Operations 50501-60 Telephone, Admin 20100 Accounts Payable	3/2019	Oct-Dec 2018, and Jan-Mar 2019 cell phone reimbursement Oct-Dec 2018, and Jan-Mar 2019 cell phone reimbursement Charles Anderson	240.00 120.00	360.00
3/7/19	50300-10 Outside Services, Operations 20100 Accounts Payable	3/19	Notice of exemption FY 18/19  Contra Costa County Clerk	50.00	50.00
2/28/19	20200 Accrued Payroll Liabilities 20200 Accrued Payroll Liabilities 20100 Accounts Payable	2/2019	February 28th deferred comp  401K loan  Vantagepoint Transfer Agents -- 457	2,650.27  214.62	2,864.89
3/7/19	50800-10 Purchased Transportation, Ope 20100 Accounts Payable	3/19	Attendance awards for 2018  Karen DeRosa	750.00	750.00
2/28/19	50800-10 Purchased Transportation, Ope 50800-10 Purchased Transportation, Ope 50800-41 Purchased Transp, Veh Maint 50600-10 Insurance, Operations 20100 Accounts Payable	98929	Feb service  Feb Ambassador  Feb maint  Feb liability ins.  MV Transportation	501,356.61  3,040.00  71,667.00  15,116.85	591,180.46
3/5/19	50300-42 Outside Service, Non-Veh Mai 20100 Accounts Payable	3/19	Remove E-waste, pallets, and scrap iron RAM Welding & FAB	240.00	240.00
2/26/19	50499-60 Other Mat & Supplies, Admin 20100 Accounts Payable	M-2250917181	Office supplies  Staples	281.74	281.74
3/7/19	50908-10 Marketing & Advertising, Ope 20100 Accounts Payable	3/19	International Women's Day employee appreciation Yvonne M. Morrow	225.00	225.00
				596,094.35	596,094.35



# Monthly Management Report Summary

January, FY 18/19

## System & Program Summary

	January FY 18/19	January FY 17/18	% Change	Year-To-Date FY 18/19	Year-To-Date FY 17/18	% Change
<b>System Total</b>						
Total Passengers	96,101	103,220	-6.9	690,717	710,849	-2.8
Revenue Passengers	87,093	93,107	-6.5	626,308	640,550	-2.2
Weekday Total Passengers	91,409	98,254	-7.0	656,522	674,439	-2.7
Saturday Total Passengers	3,405	3,494	-2.5	22,162	24,030	-7.8
Sunday Total Passengers	1,287	1,472	-12.6	12,033	12,380	-2.8
Weekday Average Passengers	4,353	4,679	-7.0	4,466	4,619	-3.3
Saturday Average Passengers	681	699	-2.6	672	707	-5.0
Sunday Average Passengers	257	294	-12.6	334	344	-2.9
Vehicle Revenue Hours	9,210.15	8,881.75	3.7	64,107.62	60,020.88	6.8
Total Vehicle Hours	9,826.29	9,424.55	4.3	68,309.36	64,026.11	6.7
Revenue Vehicle Miles	166,512.3	160,193.1	3.9	1,165,011.4	1,074,783.4	8.4
Total Miles	184,744.0	176,033.0	4.9	1,272,190.1	1,200,346.9	6.0
<b>Dial-A-Ride Program</b>						
Number of Weekdays	21	21	0.0	146	145	0.7
Number of Saturdays	5	5	0.0	33	34	-2.9
Total Passengers	2,732	3,181	-14.1	20,996	24,637	-14.8
Revenue Passengers	2,571	3,022	-14.9	19,654	23,115	-15.0
Weekday Total Passengers	2,547	2,976	-14.4	19,683	22,978	-14.3
Saturday Total Passengers	185	205	-9.8	1,313	1,659	-20.9
Weekday Average Passengers	121	142	-14.8	135	158	-14.6
Saturday Average Passengers	37	41	-9.8	40	49	-18.4
Vehicle Revenue Hours	1,180.68	1,163.47	1.5	8,662.34	8,974.83	-3.5
Total Vehicle Hours	1,301.18	1,275.58	2.0	9,474.06	9,648.07	-1.8
Productivity	2.3	2.7	-14.8	2.4	2.7	-11.1
Revenue Vehicle Miles	15,759.2	16,576.4	-4.9	122,180.6	124,472.9	-1.8
Total Miles	17,644.0	18,548.0	-4.9	135,237.0	138,282.9	-2.2
<b>Express Routes Program</b>						
Number of Weekdays	21	21	0.0	147	146	0.7
Number of Saturdays	5	5	0.0	33	34	-2.9
Number of Sundays	5	5	0.0	36	36	0.0
Total Passengers	41,212	46,780	-11.9	304,488	335,964	-9.4
Revenue Passengers	37,704	42,781	-11.9	278,428	306,200	-9.1
Weekday Total Passengers	37,595	43,047	-12.7	276,248	306,139	-9.8
Saturday Total Passengers	2,330	2,261	3.1	16,207	17,445	-7.1
Sunday Total Passengers	1,287	1,472	-12.6	12,033	12,380	-2.8
Weekday Average Passengers	1,790	2,050	-12.7	1,879	2,097	-10.4
Saturday Average Passengers	466	452	3.1	491	513	-4.3
Sunday Average Passengers	257	294	-12.6	334	344	-2.9
Vehicle Revenue Hours	3,309.43	3,048.09	8.6	22,761.08	20,596.78	10.5
Total Vehicle Hours	3,544.37	3,247.85	9.1	24,378.31	22,152.96	10.0
Productivity	12.5	15.3	-18.3	13.4	16.3	-17.8
Revenue Vehicle Miles	59,888.9	54,238.1	10.4	415,014.8	380,006.8	9.2
Total Miles	64,194.0	58,072.1	10.5	444,926.5	408,162.3	9.0

# AGENDA

ITEM # 1.3



# Monthly Management Report Summary

January, FY 18/19

## System & Program Summary

	January FY 18/19	January FY 17/18	% Change	Year-To-Date FY 18/19	Year-To-Date FY 17/18	% Change
<b>Local Fixed Routes Program</b>						
Number of Weekdays	21	21	0.0	146	145	0.7
Number of Saturdays	5	5	0.0	33	34	-2.9
Total Passengers	23,486	26,472	-11.3	178,235	183,460	-2.8
Revenue Passengers	18,699	21,040	-11.1	144,997	147,216	-1.5
Weekday Total Passengers	22,963	25,845	-11.2	174,243	178,935	-2.6
Saturday Total Passengers	523	627	-16.6	3,992	4,525	-11.8
Weekday Average Passengers	1,093	1,231	-11.2	1,193	1,234	-3.3
Saturday Average Passengers	105	125	-16.0	121	133	-9.0
Vehicle Revenue Hours	3,109.96	3,076.04	1.1	21,561.57	20,207.47	6.7
Total Vehicle Hours	3,265.97	3,205.96	1.9	22,622.02	21,140.98	7.0
Productivity	7.6	8.6	-11.6	8.3	9.1	-8.8
Revenue Vehicle Miles	47,733.2	46,708.5	2.2	330,749.9	305,151.8	8.4
Total Miles	50,684.5	49,481.5	2.4	350,704.6	322,723.6	8.7
<b>Transbay Lynx Program</b>						
Number of Weekdays	21	21	0.0	147	146	0.7
Number of Saturdays	1	1	0.0	2	1	100.0
Total Passengers	28,671	26,787	7.0	186,998	166,788	12.1
Revenue Passengers	28,119	26,264	7.1	183,229	164,019	11.7
Weekday Total Passengers	28,304	26,386	7.3	186,348	166,387	12.0
Saturday Total Passengers	367	401	-8.5	650	401	62.1
Weekday Average Passengers	1,348	1,256	7.3	1,268	1,140	11.2
Saturday Average Passengers	367	401	-8.5	325	401	-19.0
Vehicle Revenue Hours	1,610.08	1,594.15	1.0	11,122.63	10,241.80	8.6
Total Vehicle Hours	1,714.77	1,695.16	1.2	11,834.97	11,084.10	6.8
Productivity	17.8	16.8	6.0	16.8	16.3	3.1
Revenue Vehicle Miles	43,131.1	42,670.1	1.1	297,066.0	265,151.9	12.0
Total Miles	45,229.3	44,689.8	1.2	311,166.9	288,360.7	7.9



# Passenger & Productivity Statistical Report

January, FY 18/19

System

All Routes

Route by Day Type & System	Passengers						Passengers Per Revenue Hour					
	January			Fiscal Year To Date			January			Fiscal Year To Date		
	FY 17/18	FY 18/19	% Change	FY 17/18	FY 18/19	% Change	FY 17/18	FY 18/19	% Change	FY 17/18	FY 18/19	% Change
Route 10 Weekday	2,980	2,298	-22.9	18,160	14,828	-18.3	11.9	9.2	-22.1	11.0	8.7	-21.5
Route 11 Weekday	4,674	4,220	-9.7	33,553	31,840	-5.1	11.3	10.3	-9.2	12.0	11.1	-7.6
Route 11 Saturday	285	266	-6.7	2,137	2,010	-5.9	4.6	4.3	-5.7	5.6	4.9	-12.6
Route 11 Total	4,959	4,486	-9.5	35,690	33,850	-5.2	10.4	9.5	-9.0	11.2	10.3	-8.2
Route 12 Weekday	3,616	2,414	-33.2	21,592	20,543	-4.9	11.2	8.1	-27.2	11.0	10.1	-7.9
Route 15 Weekday	2,277	1,536	-32.5	15,513	11,825	-23.8	9.7	6.5	-33.4	8.8	7.2	-18.5
Route 16 Weekday	5,172	4,971	-3.9	37,951	35,158	-7.4	8.6	8.0	-7.1	9.1	8.1	-10.7
Route 17 Weekday	561	539	-3.9	3,407	3,887	14.1	4.7	4.4	-5.5	4.2	4.6	9.7
Route 18 Weekday	600	579	-3.5	3,895	4,110	5.5	5.8	5.5	-5.3	5.4	5.6	4.4
Route 19 Saturday	342	257	-24.9	2,388	1,982	-17.0	4.9	3.7	-25.0	5.2	4.3	-17.6
Route 30Z Weekday	2,191	2,041	-6.8	15,870	16,219	2.2	5.3	4.9	-7.8	5.5	5.6	2.4
Route C3 Weekday	3,774	4,365	15.7	28,994	35,833	23.6	7.7	8.4	8.3	11.2	9.9	-11.9
Route DAR Weekday	2,976	2,547	-14.4	22,978	19,683	-14.3	2.7	2.3	-14.6	2.8	2.4	-11.6
Route DAR Saturday	205	185	-9.8	1,659	1,313	-20.9	2.6	2.0	-24.0	2.5	2.2	-13.2
Route DAR Total	3,181	2,732	-14.1	24,637	20,996	-14.8	2.7	2.3	-15.4	2.7	2.4	-11.7
Route J Weekday	21,486	18,747	-12.7	164,218	138,601	-15.6	15.4	12.5	-19.0	16.8	13.5	-19.5
Route J Saturday	2,261	2,330	3.1	17,445	16,207	-7.1	10.5	9.9	-5.5	13.1	10.4	-20.6
Route J Sunday	1,472	1,287	-12.6	12,380	12,033	-2.8	9.0	6.5	-27.0	10.8	8.5	-21.0
Route J Total	25,219	22,364	-11.3	194,043	166,841	-14.0	14.2	11.5	-18.6	15.8	12.6	-20.3
Route JPX Weekday	14,916	12,274	-17.7	87,873	87,440	-0.5	16.4	13.2	-19.6	16.3	13.5	-17.2
Route JX Weekday	6,645	6,574	-1.1	54,048	50,207	-7.1	18.5	14.9	-19.2	18.2	16.3	-10.6
Route LYNX Weekday	26,386	28,304	7.3	166,387	186,348	12.0	16.8	17.9	6.5	16.3	16.8	3.3
Route LYNX Saturday	401	367	-8.5	401	650	62.1	18.8	14.5	-22.7	18.8	16.7	-10.7
Route LYNX Total	26,787	28,671	7.0	166,788	186,998	12.1	16.8	17.8	6.0	16.3	16.8	3.2
<b>Total System-Wide</b>	<b>103,220</b>	<b>96,101</b>	<b>-6.9</b>	<b>710,849</b>	<b>690,717</b>	<b>-2.8</b>	<b>11.6</b>	<b>10.4</b>	<b>-10.2</b>	<b>11.8</b>	<b>10.8</b>	<b>-9.0</b>

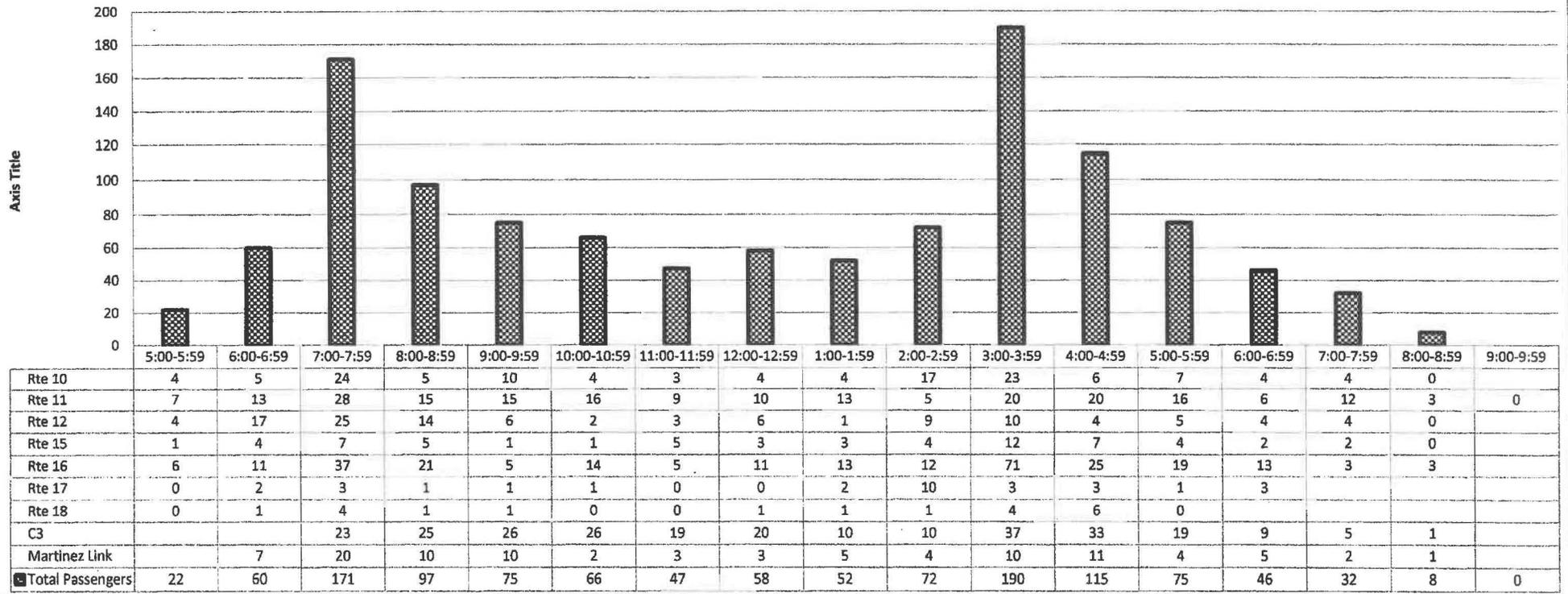
Distribution by Time of Day - Fixed Route

Date: 1/31/2019

	5:00-5:59	6:00-6:59	7:00-7:59	8:00-8:59	8:00-9:59	10:00-10:59	11:00-11:59	12:00-12:59	1:00-1:59	2:00-2:59	3:00-3:59	4:00-4:59	5:00-5:59	6:00-6:59	7:00-7:59	8:00-8:59	9:00-9:59
Rte 10	4	5	24	5	10	4	3	4	4	17	23	6	7	4	4	0	
Rte 11	7	13	28	15	15	16	9	10	13	5	20	20	16	6	12	3	0
Rte 12	4	17	25	14	6	2	3	6	1	9	10	4	5	4	4	0	
Rte 15	1	4	7	5	1	1	5	3	3	4	12	7	4	2	2	0	
Rte 16	6	11	37	21	5	14	5	11	13	12	71	25	19	13	3	3	
Rte 17	0	2	3	1	1	1	0	0	2	10	3	3	1	3			
Rte 18	0	1	4	1	1	0	0	1	1	1	4	6	0				
C3			23	25	26	26	19	20	10	10	37	33	19	9	5	1	
Martinez Link		7	20	10	10	2	3	3	5	4	10	11	4	5	2	1	
<b>Total Passengers</b>	<b>22</b>	<b>60</b>	<b>171</b>	<b>97</b>	<b>75</b>	<b>66</b>	<b>47</b>	<b>58</b>	<b>52</b>	<b>72</b>	<b>190</b>	<b>115</b>	<b>75</b>	<b>46</b>	<b>32</b>	<b>8</b>	<b>0</b>

Total Route 10	124
Total Route 11	208
Total Route 12	114
Total Route 15	61
Total Route 16	269
Total Route 17	30
Total Route 18	20
Total C3	263
Martinez Link	97
<b>Total</b>	<b>1186</b>

Distribubtion By Time Of Day Fixed Route 01/31/2019



**Distribution by Time of Day - WestCAT Express**

Date: 1/31/2019

	4:00-4:59	5:00-5:59	6:00-6:59	7:00-7:59	8:00-8:59	9:00-9:59	10:00-10:59	11:00-11:59	12:00-12:59	13:00-13:59	14:00-14:59	15:00-15:59	16:00-16:59	17:00-17:59	18:00-18:59	19:00-19:59	20:00-20:59
JX		20	57	58	21							20	50	60	36	11	
JPX		34	65	91	44	35	36	36	43	22	30	62	33	50	33	14	7
J	15	68	78	102	58	40	34	31	37	33	44	71	126	143	82	36	44
<b>Total Passengers</b>	<b>15</b>	<b>122</b>	<b>200</b>	<b>251</b>	<b>123</b>	<b>75</b>	<b>70</b>	<b>67</b>	<b>80</b>	<b>55</b>	<b>74</b>	<b>153</b>	<b>209</b>	<b>253</b>	<b>151</b>	<b>61</b>	<b>51</b>

	21:00-21:59	22:00-22:59	23:00-23:59	24:00-24:59
JX				
JPX				
J	14	10	16	0
<b>Total Passengers</b>	<b>14</b>	<b>10</b>	<b>16</b>	<b>0</b>

JX	333
JPX	635
J	1082
<b>Total</b>	<b>2050</b>

**Distribution by Time of Day -Lynx Transbay**

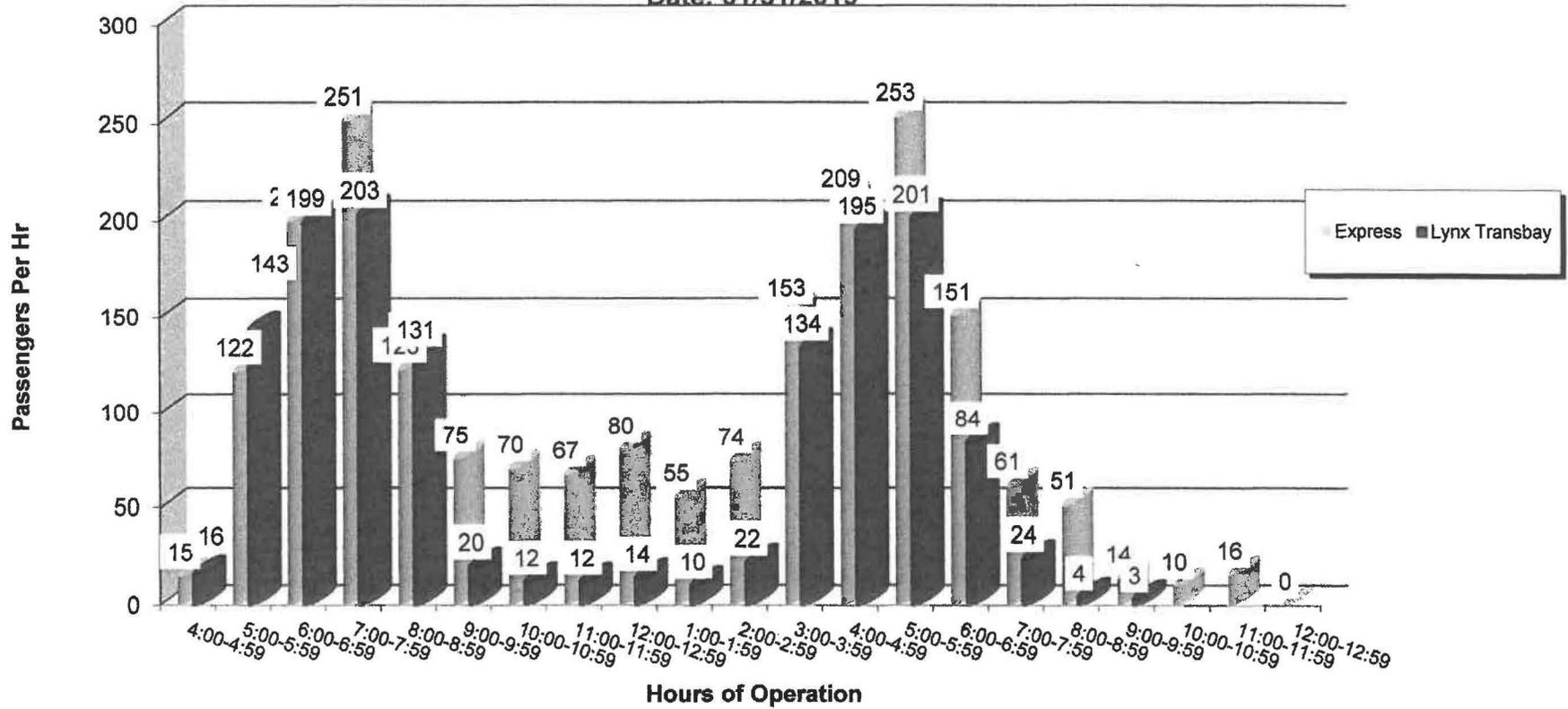
Date: 1/31/2019

	4:00-4:59	5:00-5:59	6:00-6:59	7:00-7:59	8:00-8:59	9:00-9:59	10:00-10:59	11:00-11:59	12:00-12:59	13:00-13:59	14:00-14:59	15:00-15:59	16:00-16:59	17:00-17:59	18:00-18:59	19:00-19:59	20:00-20:59
TransBay LYNX	16	143	199	203	131	20	12	12	14	10	22	134	195	201	84	24	4
<b>Total Passengers</b>	<b>16</b>	<b>143</b>	<b>199</b>	<b>203</b>	<b>131</b>	<b>20</b>	<b>12</b>	<b>12</b>	<b>14</b>	<b>10</b>	<b>22</b>	<b>134</b>	<b>195</b>	<b>201</b>	<b>84</b>	<b>24</b>	<b>4</b>

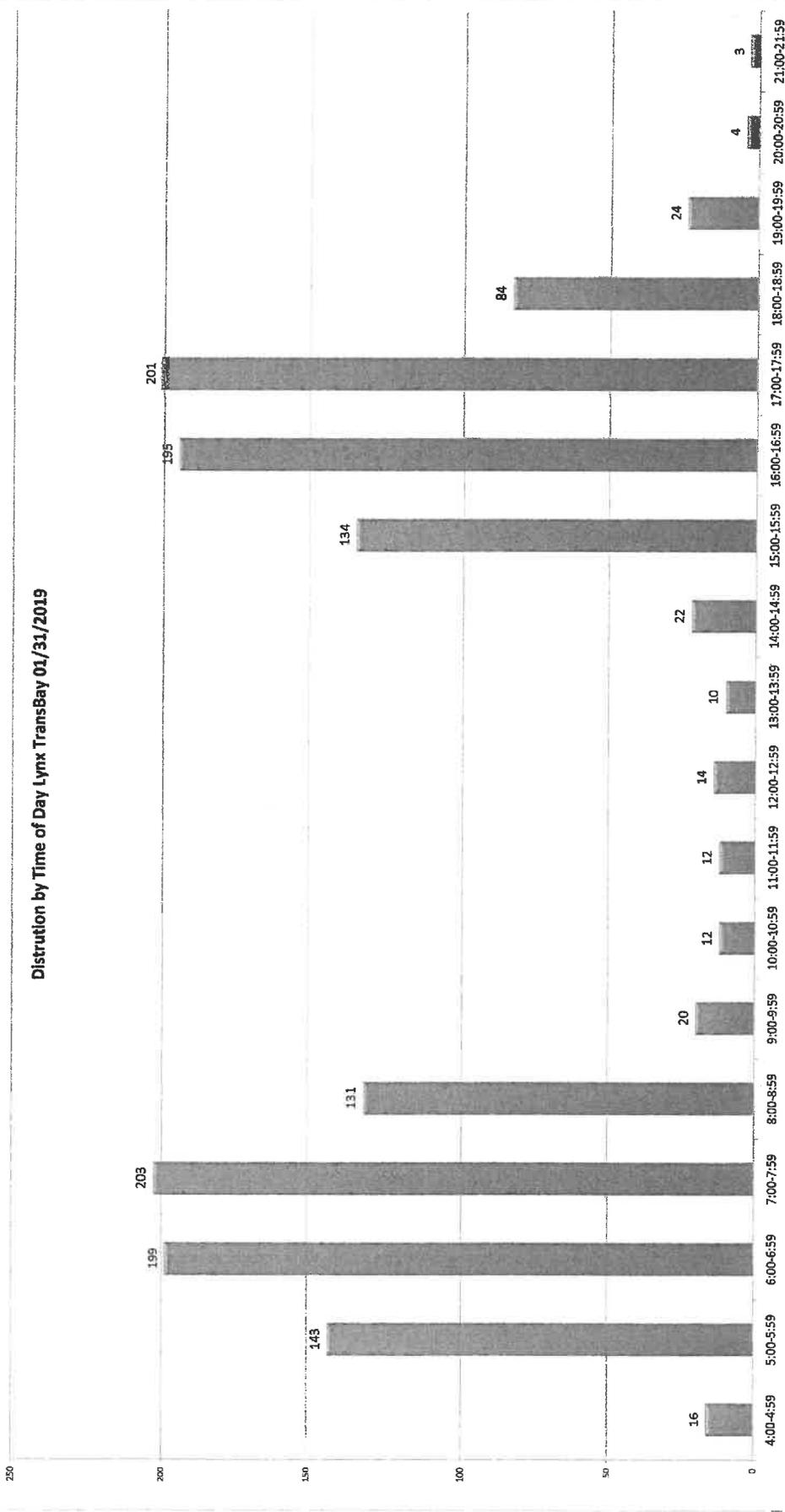
	21:00-21:59
TransBay LYNX	3
<b>Total Passengers</b>	<b>3</b>

<b>Total Lynx</b>	<b>1427</b>
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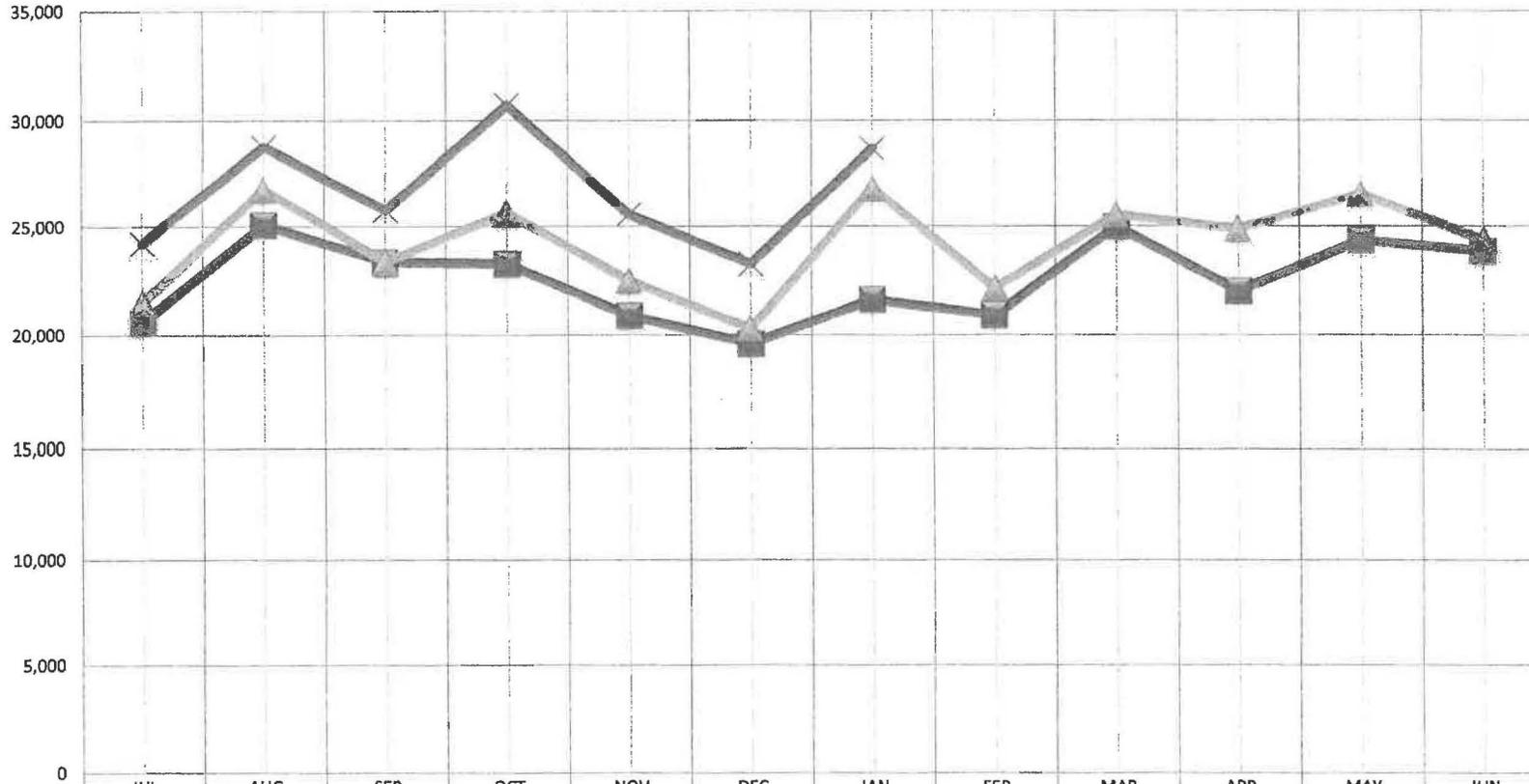
**Express Routes (J, JX, JPX), and Lynx Transbay  
Ridership by Time of Day  
Date: 01/31/2019**



### Distribution by Time of Day Lynx TransBay 01/31/2019



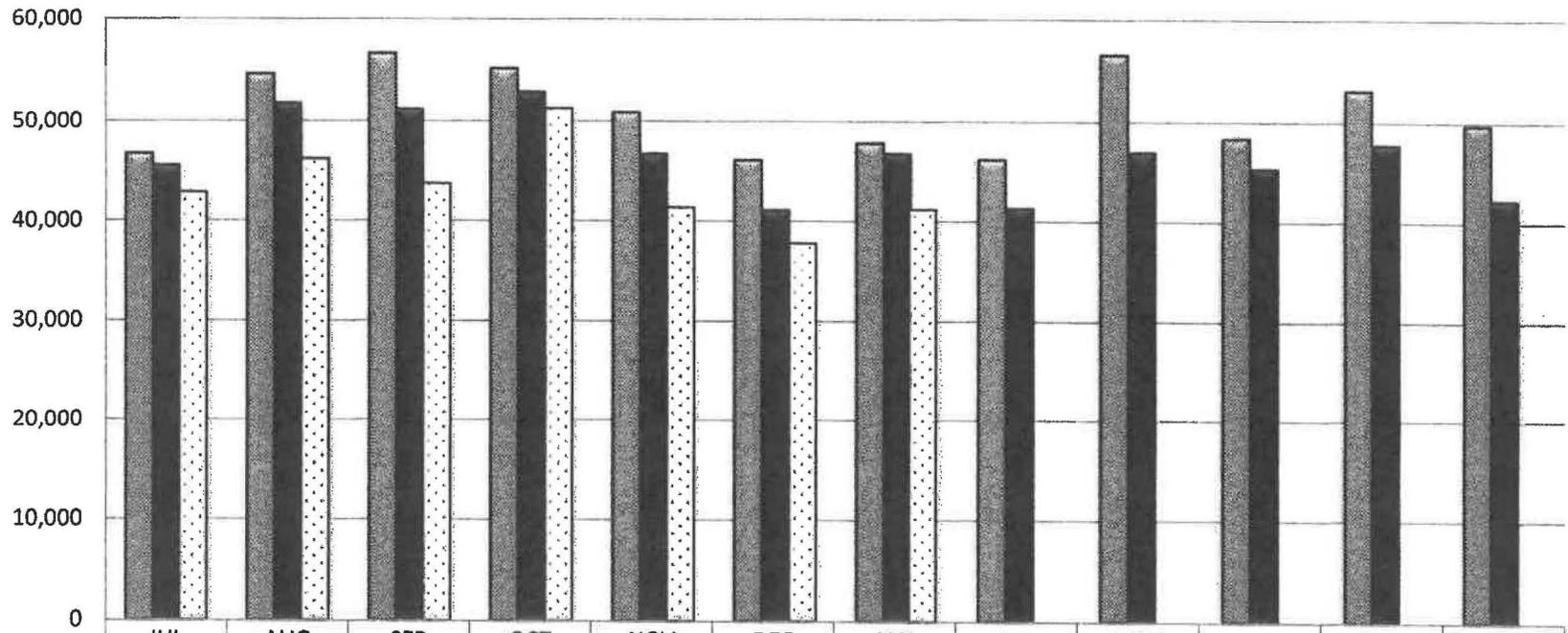
### WESCAT LYNX TRANSBAY 3YR STATS



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
ridership 16-17	20,572	25,088	23,362	23,280	20,884	19,596	21,628	20,910	24,989	22,024	24,348	23,854
ridership 17-18	21,476	26,751	23,360	25,643	22,501	20,270	26,787	22,149	25,525	24,862	26,509	24,354
ridership 18-19	24,228	28,770	25,776	30,717	25,571	23,265	28,671					



## WESTCAT EXPRESS RIDERSHIP Includes Routes J, JX and JPX



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
ridership 16-17	46,697	54,559	56,514	55,114	50,917	46,115	47,755	46,214	56,481	48,308	53,170	49,729
ridership 17-18	45,561	51,750	51,217	52,853	46,692	41,111	46,780	41,380	46,946	45,332	47,729	42,253
ridership 18-19	42,824	46,152	43,773	51,282	41,363	37,882	41,212					

**Preventable Accidents per Miles Driven in 12 Month  
Period**

**January-19**

	<b>Miles</b>	<b>Accidents</b>	<b>Frequency 12 Month Period</b>
<b>FR</b>	1,844,470	14	131,748
<b>DAR</b>	231,783	2	115,892

FR=Fixed Route, Martinez Link, Transbay, & Express  
DAR=Dial-A-Ride

	<b>Non-Preventable</b>				<b>Preventable</b>			
	<b>Month</b>		<b>FYTD</b>		<b>Month</b>		<b>FYTD</b>	
	<b>Current</b>	<b>Last Year</b>	<b>Current</b>	<b>Last Year</b>	<b>Current</b>	<b>Last Year</b>	<b>Current</b>	<b>Last Year</b>
<b>FR</b>	1	0	6	4	0	2	9	7
<b>DAR</b>	0	0	1	2	0	0	0	2

**WESTERN CONTRA COSTA TRANSIT AUTHORITY**  
**BOARD OF DIRECTORS**  
**MEETING MINUTES**

January 17, 2019

City Council Chambers, 2131 Pear Street, Pinole

**REGULAR MEETING -6:30 P.M.**

**A. CALL TO ORDER, ROLL CALL, & PLEDGE OF ALLEGIANCE**

Chair Kelley called the meeting to order at 6:30 p.m., and Director Anthony Tave led the Pledge of Allegiance.

DIRECTORS PRESENT

Chair Chris Kelley, Tom Hansen, Roland Esquivias, Norma Martinez-Rubin, Anthony Tave, and Maureen Powers (Arrived at 6:52 p.m).

STAFF PRESENT

Charles Anderson, Mica McFadden, Yvonne Morrow, Mike Furnary

GUESTS PRESENT

Karen DeRosa, General Manager, MV Transportation Pinole Division, and David DeRosa, Jeff Rubin, and Crockett resident, Sammy Obede

**B. APPROVAL OF AGENDA**

**MOTION: A motion was made by Alternate Director Martinez-Rubin, seconded by Director Tave to approve the agenda. The motion was carried by the following vote:**

**Ayes:** 5 - Martinez-Rubin, Tave, Esquivias, Hansen, Kelley

**C. PUBLIC COMMUNICATIONS**

Chair Kelley introduced Sammy Obede, Crockett resident, and regular WestCAT rider. He thanked the Board for the opportunity to speak and said that WestCAT is fine organization and everyone is doing a good job. He then proceeded by sharing some of his observations of WestCAT as follows:

1. Timed connections between the Route 11 and the Express buses, such as the JX to BART aren't ideal, and he often misses his connecting bus within minutes, and has to wait in the cold for the next bus. It would be good to have a feeder system with the connections based on when passengers actually arrive, rather than specific timed connections. He explained that by doing so, the connecting express buses wouldn't leave until the feeder buses arrived with the transferring passengers.
2. Buses idling is another concern of his, due to the exhaust fumes, and because buses shouldn't be idling. They idle and the Hercules Transit Center, and it would be good if they could shut the buses off as they leave the bus to use the restroom, etc., as they do at the Transbay Terminal. He thinks that there is also a law about idling and that the BAAQMD would be upset if they knew about this.
3. Lastly, the drivers are professional and polite, and the riders are great too.

## 1.0 CONSENT CALENDAR

General Manager Anderson, noted that we've changed the format of the minutes beginning with November, 2018, in order to address a request made by Board members to have them presented in a more abbreviated format.

**MOTION: A motion was made by Director Hansen, seconded by Alternate Director Esquivias to approve Consent Calendar Item 1.1 and 1.2, and Receive Item 1.3. The motion was carried by the following vote:**

**Ayes:** 5 - Hansen, Esquivias, Martinez-Rubin, Tave, Kelley

## 2.0 ITEMS FOR BOARD ACTION / DISCUSSION

### 2.1. Election of Vice Chair for Remainder of FY18/19 Term

**Recommendation:** Solicitation of Nominations and Election of Vice Chair Position for FY18/19 Term Expiring June 30, 2019.

**MOTION: A motion was made by Alternate Director Esquivias, and seconded by Director Hansen to approve Nomination and Election of Director Martinez-Rubin as Vice Chair for Remainder of FY18/19 Term Expiring June 30, 2019. The motion was carried by the following vote:**

**Ayes:** 5- Esquivias, Hansen, Kelley, Tave, Martinez-Rubin

### 2.2. Consideration and Approval of WCCTA Annual Statement of Investment Policy

**Recommendation:** Formal Approval of Statement of Investment Policy.

General Manager Anderson, introduced the item and provided some background.

Board Members asked questions and made comments.

**MOTION: A motion was made by Director Tave, and seconded by Alternate Director Esquivias to approve WCCTA Annual Statement of Investment Policy. The motion was carried by the following vote:**

**Ayes:** 5- Tave, Esquivias, Hansen, Kelley, Martinez-Rubin

### 2.3. Adopt Resolution 2019-01 Waiving Sections 3.3 and 4.2 of the Authority's Procurement Policy and Authorize the General Manager to Enter into Agreement with Ross and White Company for the Delivery of a Modified, 16' Clearance Bus Wash and Reclaim System at a Cost Not to Exceed \$350,000.

**Recommendation:** Approve One-Time Waiver of Sections 3.3 and 4.2 of WCCTA Procurement Policy and Authorize the General Manager to Enter into Agreement with Ross and White Company for Procurement of Specialized Bus Wash and Water Reclaim System Equipment at a Cost Not to Exceed \$350,000.

General Manager Anderson, introduced the item and provided a staff report.

1. We've been reporting on our bus wash replacement project over the past 2 years.
2. We've been working with a consultant on the plans for the bus wash, and to take those through the City of Pinole's plan check process, which has now concluded and we received the City's stamp on the plans at the end of October, early November, 2018.

3. The consultant team we've been working with assisted in putting together the bid documents to put this out for competitive bid.
4. Our original timeline had the approval of the plans set for around April, but there have been considerable delays in that process, so it slipped by 6 months or so.
5. Because of the new double deck vehicles that we have in the fleet now, which create some unique problems, we've also been looking at the technical specifications of the equipment that we need to procure.
6. We've identified a bus wash system that is appropriate for our fleet, because we have vehicles as small as sedans, and new 13 ½ ' tall double deck over-the-road vehicles, and not all bus washes can deal with that variation in size.
7. We've been working both with the attorneys and the design team to figure out the best procurement method, and have landed on a two-phase procurement.
8. The first phase of that procurement is to procure the bus wash equipment, and since federal money isn't being used, it's really our own procurement policy that governs how we procure that.
9. The attorneys and consultant team have concluded that there's really just one bus wash system on the market that meets our needs.
10. In consultation with us, they've developed the resolution that is before the Board tonight.
11. The one requirement is the suspension of two portions of the Board adopted procurement policy, which in large part was written and adopted because most of our money comes in federal funds, and there are a number of procurement requirements that apply to the use of those funds.
12. Measure J funds are being used for this procurement, and none of the requirements that we're asking the Board to waive tonight, apply to that type of procurement with that funding source.
13. Hence, the recommendation from the legal team is that we bring this resolution to the Board, waiving *acceptance of approved equal*, because it's difficult for a Board to adjudicate that, and make a conclusive decision about it. However, the technical team has made that decision on our behalf, and they've forwarded a recommendation for a Ross & White unit.
14. The approved equal clause has to be waived, and since we're actually procuring the unit in a brand name procurement, the section of the procurement policy restricting the use of brand names also has to be waived.

General Manager Anderson, concluded that we are bringing the resolution to the Board tonight. Formal action is required by the Board, if we're to go this route and procure the Ross & White unit.

The practical benefits of the two-stage procurement are that the authorization can be given tonight through adoption of the resolution, and we can enter into immediate price negotiations

with the vendor, and then get a place on the production schedule. There's a long lead time on this type of equipment, so we'll probably save about 2 months. Thus, we'll save time, and we'll get the unit that the structural integrity we need and that offers the longest warranty available on the market.

Board Members asked questions and made comments.

General Manager Anderson, explained what the cause of the delays were, in answer to a question posed by Director Tave.

At the request of Vice-Chair Martinez-Rubin, General Manager Anderson clarified the reasoning behind staff's request to waive the two procurement clauses for this particular procurement.

General Manager Anderson confirmed for the Board that per his own conclusion, and that of the consultant team, the Ross & White unit is the only one out there in the market suitable for our needs.

Director Powers arrived at 6:52 p.m.

Lastly, Mr. Anderson explained that the buses are currently being hand washed by Victor Ramirez, a very dedicated MV employee. Now with the addition of the 3 double deckers, the need for a functioning bus wash system is even more critical.

**MOTION: A motion was made by Director Tave, seconded by Alternate Director Esquivias to Adopt Resolution 2019-01 Waiving Sections 3.3 and 4.2 of the Authority's Procurement Policy and Authorize the General Manager to Enter into Agreement with Ross and White Company for Procurement of Specialized Bus Wash and Water Reclaim System Equipment at a Cost Not to Exceed \$350,000. The motion was carried by the following vote:**

**Ayes:** 6 –Tave, Esquivias, Hansen, Martinez-Rubin, Kelley, Powers

**2.4. Status Report on Salesforce Transit Center Bus Deck Closure**  
**Recommendation:** Discussion and Direction to Staff.

General Manager Anderson, introduced the item and provided an update.

1. There's been some progress in finding a solution and implementing a corrective solution by the TJPA.
2. The TJPA have gone through a process and submitted their findings and solution for peer review.
3. They still have other issues to identify in terms of resolving the problem and reopening the facility.
4. As of last week, they were unable to state as to when the facility was likely to open.
5. According to the charts that the TKJPA presented to their Board, it's looking like it may be March before they have a firm date for reopening.
6. That is all of the information that is available at the moment.

Board Members asked questions and made comments.

He replied to a question posed by Director Tave that the closure has added approximately 4-5 minutes to the LYNX, and that's usually in each direction. There was a noticeable benefit to the timing of the LYNX when the new Salesforce Transit Center was open, and we are patiently awaiting the reopening.

Chair Kelley questioned whether there were any plans to leave the old transit center open for a while following the reopening of the Salesforce Transit Center, just in case something else is discovered in the months following the reopening.

General Manager Anderson replied that, as he understands it, there is significant pressure to avoid leaving developable parcels vacant in San Francisco. Hence, he's not sure how they're going to resolve that. The original plan after the initial opening was to immediately begin disassembling the temporary terminal. However, he's not sure if the current difficulties have caused them to rethink that, but he agreed with Chair Kelley, that it might be wise to delay development on the temporary site for a while longer.

### **3.0 COMMITTEE REPORTS**

#### **3.1. General Manager's Report**

1. Today we met with 8 other operators about the Early Bird service that BART are initiating with the Transbay Tube closures, scheduled to happen February 11, 2019.

### **4.0 CORRESPONDENCE**

\*Thank you letter from the Food Bank of Contra Costa & Solano regarding WestCAT Stuff-A-Bus food drive.

### **5.0 BOARD COMMUNICATION**     None

### **6.0 ADJOURNMENT**

At 7:17 p.m., Chair Kelley adjourned the regular meeting of the WCCTA Board of Directors of January 17, 2019.

\_\_\_\_\_  
**Chris Kelley, Chair**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Charles Anderson, Secretary**

\_\_\_\_\_  
**Date**

## Agenda Item 2.1

### **Staff Report on Purchase and Delivery of a Bus Wash and Water Reclaim System.**

#### **BACKGROUND**

At its January 17, 2019 meeting, the WCCTA Board authorized the General Manager to enter into an agreement with the Ross and White Company for the purchase and delivery of a bus wash and water reclaim system. The General Manager requested, and the Board granted, purchase authority of up to \$350,000, exclusive of tax and delivery. This price target was established through an analysis of contract awards over the last several years for similar equipment.

Following the January 17 Board action, the General Manager and WCCTA's engineering consultants and attorneys drafted a detailed request for quote, outlining the technical specifications, requirements and contract terms associated with the purchase of the bus wash equipment. The Ross and White Company submitted their quote by the March 15 deadline, offering to furnish the equipment at a delivered price of \$400,000 (exclusive of tax). This price exceeds the authority granted to the General Manager for the purchase,

In follow-up conversations with the manufacturer, the General Manager learned that the primary reason for the added costs was the recent imposition of steel tariffs by the Federal government. Domestic steel prices increased by more than 20% immediately after the tariffs went into effect, which accounts for most of the increased purchase price. Additionally, the Ross and White quoted price includes delivery from Illinois to Pinole, while the \$350,000 purchase authority had excluded the delivery charges. It should also be noted that the bus wash unit that we have specified is larger than Ross and White's standard offering in order to accommodate the additional height of our double deck buses.

Our engineering consultant on the project, Gannett Fleming, has reviewed the quote and has determined the new pricing to be reasonable with respect to current market conditions. Ross and White's quotation is included as an attachment to this staff report.

#### **RECOMMENDATION**

**Staff recommends that the Board formally authorize the General Manager to enter into agreement with the Ross and White Company for the purchase and delivery of a bus wash and water reclaim system at the quoted price of \$400,000, exclusive of applicable taxes.**

**QUOTATION**



WestCat  
Attn. Charles Anderson General Manager  
601 Walter Ave.  
Pinole, CA 94564  
Tel. 510 724 3331  
charlie@westcat.org

**SUBJECT: Westcat Bus Wash System Section 11 11 26 Vehicle Wash Equipment**  
GENTLEMEN:

We propose to furnish the ROSS & WHITE equipment, parts or accessories, and/or services at prices hereinafter stated for acceptance within 30 days.

- 1- Ross and White Company Model 4x4 HPF-M Bus Wash System to wash standard size transit buses and double-decker buses per section 11 11 26. Major Components: Automatic controls, Tire guides, skid plates, Pre-wetting chemical spray arch assembly, mop assembly, Four Vertical rotary brushes with brush sprays, High pressure front and wheel sprays, Rinse spray arch, compressed air system, washer equipment miscellaneous, brush yokes, columns, base plates anchor bolts, pumps, and detergent distribution system, Water reclamation system model WW150-130x1 with storage tanks. Delivered to construction site in Pinole CA.
- 2- Inclusions: Submittals, Plan Check Submittal, Maintenance Data and Operating instructions, Training Program Outline and materials, Warranty. System Test Start-up and Operations and Maintenance training.
- 3- Exclusions: Field Installation Materials as shown in 2.05 and 2.06 Plumbing and Electrical. Submittals 1.03 B.1,B.5 Professional Engineering and all related Professional Engineering requirements as shown in submittals. Ross and White will provide access to design drawings for professional engineering review provided by others under a confidentiality agreement. Professional Liability Insurance. Water reclaim sludge tank 2.02B.1h.
- 4- Equipment Delivered to site:  
Manufacturing \$400,000.00  
California State Sales Tax @ 9.25% \$37,000.00

Delivery: After receipt of signed contract: submittal drawings 90 days, Westcat review 14 days, Deferred Submittal 7 days after approval by Westcat representative, Manufacturing time after approval by Westcat and City of Pinole 140 days, shipping 7 days.

Terms: As indicated in section 8 payments with 40% upon delivery and initial acceptance, and 10% upon final acceptance.

ACCEPTED  
Company Name \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_ Title \_\_\_\_\_

ROSS & WHITE COMPANY  
Serving the transportation industry since 1933.  
By Jeff Ross President  
Date 15 March 2019

# STANDARD TERMS & CONDITIONS OF SALE

## OFFER AND ACCEPTANCE:

This quotation and proposal (the "Proposal"), including the terms and conditions on the face and reverse hereof and any attachments hereto, constitutes the entire offer of Ross and White Company (the "Company") to sell to or install for the purchaser named on the face hereof (the "Purchaser") solely in accordance with the exact terms herein set forth. No reference herein to any request for proposal or purchase order of the Purchaser shall in any way modify the terms and conditions hereof except as expressly stated herein. Except during any period expressly provided herein, this is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer.

## GUARANTEE:

The Company hereby guarantees that all the machinery and material covered by this proposal is suitable for the purposes stated herein and of the best workmanship. Should any of the equipment prove defective in such respects within six months (or as specifically stated otherwise in this Proposal) from the date of delivery to the original Purchaser, the Company will supply to the Purchaser free of charge, F.O.B. factory, replacements for all defective parts, provided such defects are not caused by misuse or neglect of the equipment. The Company shall in no event be held liable for damages or delay caused by defective material and no allowance will be made for repairs or alterations unless made with its written consent or approval. It is understood that in consideration of furnishing such replacement parts, the Company is relieved of any responsibility for accidents, for labor costs, repairing damages, or supplying new machinery or equipment other than those parts which prove defective. The Company shall not be liable for damage or wear caused by chemicals or by foreign objects.

THIS GUARANTEE IS MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR ANY OTHER PARTICULAR USE OR PURPOSE, AND THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF THE MACHINERY AND MATERIAL COVERED BY THIS PROPOSAL OR FOR CONSEQUENTIAL DAMAGES.

Equipment and accessories not manufactured by the Company are guaranteed only to the extent of and by the original manufacturers' guarantees and warranties.

## PATENTS:

If any device, mechanism or method of manufacture which is patented is used in the construction of this equipment, the Company agrees to assume all liability for the use of such patents and will hold the Purchaser harmless against all claims and damages, including costs of defense, on this account, provided that the Purchaser shall promptly notify the Company in writing of any such claim, shall give the Company full authority for the conduct of such suit and shall render (at the Company's expense) whatever information and assistance may reasonably be required for such defense. If such defense is unsuccessful and the use of the product or any part thereof is enjoined, the Company shall have the option of obtaining for the Purchaser the right to continue using the product or part, replacing the same with a noninfringing product or part or modifying the same so as to avoid infringement, or removing it and refunding the purchase price. Except as set forth herein, the Company shall have no other liability for patent infringement. The Purchaser shall indemnify and hold the Company harmless from and against any expense or loss resulting from infringement of patents or trademarks arising from compliance with the Purchaser's designs or specifications.

## TITLE AND OWNERSHIP; INSURANCE:

The Company shall retain title to and ownership of the products and accessories furnished under the terms of this Proposal as security until the Purchaser shall have made full and final payment therefore in cash according to the terms agreed upon. In case of default in payment, the Company may repossess such products and accessories, and all additions thereto, and shall be entitled to retain any money or moneys which have been paid by the Purchaser in part payment not as a penalty but as liquidated damages. Furthermore, by accepting this Proposal, the Purchaser agrees to pay all costs of collecting overdue balances incurred by the Company, including without limitation attorneys' and collection agency fees and court costs. The Purchaser further agrees to pay interest at one percent per month on overdue balances, this interest to be included in the total sums owing. The above remedies of the Company shall not be exclusive and shall not bar the Company from any other remedy which may be available to it at law or by agreement.

As long as the Purchaser shall not have paid in full the purchase price of any products and accessories furnished under the terms of this Proposal, the Purchaser shall obtain and maintain in full force and effect all risk physical loss insurance on all such products and accessories in amounts reasonably acceptable to the Company, but in no event less at any time than the aggregate replacement cost of all such items. Such insurance shall (i) name the Company as an additional insured or loss payee as its interest may appear, (ii) provide that the policy may not be cancelled or materially altered without thirty (30) days' prior written notice to the Company and (iii) be with a Company or companies satisfactory to the Company. There shall be no right of contribution with respect to any insurance maintained by the Purchaser. Losses shall be adjusted only with and paid to, the Company. Such insurance shall not be invalidated, as against the Company, by any action or inaction of the Purchaser or any other person and shall insure the Company regardless of any breach or violation by the Purchaser or any other person of any warranties, declarations or conditions contained in the policies evidencing such insurance. All such insurance required hereunder shall be satisfactory to the Company in all other respects and shall contain such other endorsements as may be requested by the Company. The Purchaser hereby appoints the Company as the Purchaser's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks, drafts for loss or damages or return premium under any insurance policy issued on the products and accessories furnished under this Proposal.

## SALES AND SIMILAR TAXES:

The Company's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Company with tax exemption certificate acceptable to the taxing authorities.

## DELIVERY:

Shipping dates are approximate and are based upon prompt receipt of all necessary information. The Company shall not be liable for delays in delivery or failure to manufacture or deliver (1) due to causes beyond its reasonable control or (2) due to acts of God, acts of the Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot or (3) inability due to causes beyond its reasonable control to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

## CANCELLATION:

Orders once placed with and accepted by the Company can be cancelled only with the Company's consent and upon terms that will indemnify the Company against loss.

## EQUIPMENT RETURNED:

Goods can be returned for credit only after receiving the Company's authorization and shipping instructions. Consignor's name and address must be plainly written on the shipping tag.

## CLAIMS:

No claims for allowances will be entertained unless presented immediately on receipt of goods; nor will the Company be held responsible for breakage after goods are delivered to and accepted by the common carrier.

## TERMS:

Regular terms are net cash within 30 days after date of invoice (unless otherwise state in this Proposal) or after notification that the Company is ready to ship. Cash discount terms, if any, will be so stated in the Proposal. If delivery is postponed or prevented at the Purchaser's request, all dates of payment related to delivery shall relate instead to the date of completion of manufacture. Storage of such material will be at the Purchaser's expense and risk.

## PRICES:

Unless otherwise specified in this Proposal, prices are F.O.B. Factory and are subject to change without notice. Invoices are payable in United States funds.

## REPAIR PART DATA:

After shipment of the equipment covered by this proposal, the Company shall supply to the Purchaser complete repair part information to enable the Purchaser to designate and order from the Company any such parts and accessories as may be required.

## APPROVAL:

This Proposal is subject to the written approval of an Executive Officer of the Company and shall not be binding upon the Company until so approved. It is expressly agreed and understood that there are no promises, agreements or understandings outside of this Proposal and contract.

## GENERAL:

All sales and transactions are subject to the Company's Standard Terms and Conditions, and they shall prevail in the event of any conflict or variance with those of the Purchaser's, unless otherwise agreed to in writing. All previous agreements, either written or oral, which are the subject matter hereof, are hereby cancelled.

Stenographic or clerical errors are subject to correction.

## BACK CHARGES:

No claims for back charges covering work performed by the installing contractor and/or his sub-contractors shall be accepted unless such claims are requested in writing, before work is performed. Such request shall include necessary facts to substantiate any omission or errors on the part of the Company that can be construed as causing the extra work. The contractor's invoice must be broken down on a separate time and material basis to be considered for reimbursement.



## WARRANTY CERTIFICATE

**DATE:** 15 March 2019  
**CUSTOMER:** WestCat  
**ATTN:** Charles Anderson  
**REF:** Bus Wash System Section 11 11 26  
**SUBJECT:** Warranty at bid

Please be advised that Final Acceptance for the equipment listed below has been completed, thereby commencing the Equipment Warranty. Refer to page two for STATEMENT OF WARRANTY:

**WARRANTY NO.:** TBD  
**MACHINE TYPE:** Model 4X4 HPF-M  
**SERIAL NO.:** TBD  
**MACHINE LOCATION:** WestCat 601 Walter Ave. Pinole, CA. 94564

**COMMENCEMENT:** At start up testing  
**DURATION:** 1 year  
**EXPIRATION:** TBD

Ross & White Company remains committed to provide quality service and parts as required throughout this warranty period.

Kindly contact the following personnel at Ross & White Company, referencing the subject warranty number, for your service/parts needs:

**SERVICE AND PARTS:** Michael J. Holzer, Customer Service Manager  
847-516-3900 ext. 412

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1090 ALEXANDER COURT, BOX 970  
CARY, ILLINOIS 60013-0970  
PHONE: (847) 516-3900 • (800) 694-9901



FAX No.: (847) 516-3989  
WEB ADDRESS: WWW.ROSSANDWHITE.COM  
EMAIL: SALES@ROSSANDWHITE.COM

## STATEMENT OF WARRANTY

Per contractual agreement, Ross & White Company hereby extends our standard equipment warranty covering:

- Materials and Goods Supplied
- Quality of Workmanship
- Documentation and Technical Data
- Replacement Parts and Service

**WARRANTY** - The Company warrants the products furnished so far as the same is of the Company's own manufacture to be free from defects in materials and workmanship under normal usage for a period of one (1) year from the date of ACCEPTANCE IN THE CUSTOMER'S plant, but not to exceed fifteen (15) months after date of shipment.

Auxiliary equipment and components purchased from others are warranted only to the extent of the warranties of the original manufacturer.

Claimed defects must be reported in writing to the Company when first discovered and if requested by the Company the defective part or product must be returned F.O.B. to the Company's plant with all costs incidental to dismantling, assembly, packing, transportation, etc. to be paid by the purchaser. If the visit of a Company service representative is requested to purchaser's plant, then the Company will bear all costs other than reasonable transportation and living expenses.

The Company's warranty shall not apply to machinery or equipment of its own manufacture, if persons other than Company's representatives shall have, without the written consent of the Company, performed any work or made any alternation in the machinery or equipment as supplied by the Company.

Company's liability under this warranty shall be limited to the furnishing or repairing at our own option, any part or product determined by us to be defective, no other liabilities are to be assumed and no other warranty except of title shall be implied. High wear items such as mechanical seals which are subjected to dirt contamination are not covered under warranty.

