

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF JANUARY 11, 2013
8:30 AM



Mission Statement: "To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service."

THE BOARD MEETING AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM AND IS AVAILABLE FOR INSPECTION AT SANTA CRUZ METRO'S ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, SANTA CRUZ, CALIFORNIA

- | | | |
|--------------------------|------------------------------------------|------------------------------|
| <input type="checkbox"/> | <i>Director Margarita Alejo</i> | <i>City of Watsonville</i> |
| <input type="checkbox"/> | <i>Director Hilary Bryant</i> | <i>City of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Dene Bustichi</i> | <i>City of Scotts Valley</i> |
| <input type="checkbox"/> | <i>Director Daniel Dodge, Vice Chair</i> | <i>City of Watsonville</i> |
| <input type="checkbox"/> | <i>Director Ron Graves</i> | <i>City of Capitola</i> |
| <input type="checkbox"/> | <i>Director Michelle Hinkle</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Deborah Lane</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director John Leopold</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>vacant</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Lynn Robinson, Chair</i> | <i>City of Santa Cruz</i> |
| <input type="checkbox"/> | <i>vacant</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Ex-Officio Director Donna Blitzer</i> | <i>UC Santa Cruz</i> |

Leslie R. White, General Manager / Secretary of the Board
Leslyn K. Syren, District Counsel

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN

Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with Tony Tapiz, Administrative Services Coordinator at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Tony Tapiz, Coordinador de Servicios Administrativos al numero 831-426-6080.

AMERICANS WITH DISABILITIES ACT



The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact Tony Tapiz, Administrative Services Coordinator, 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 Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.

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SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF JANUARY 11, 2013
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MEETING LOCATION:
SANTA CRUZ METRO ADMINISTRATIVE OFFICES
110 VERNON STREET, SANTA CRUZ

8:30 A.M.

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION

1. CALL TO ORDER & ROLL CALL

2. ANNOUNCEMENTS

3. COMMUNICATIONS TO THE BOARD OF DIRECTORS

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Oral and Written Communications on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. 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.

3.1 CORRESPONDENCE REGARDING DOGS ON BUSES
Mark Ginsberg, San Lorenzo Valley

4. LABOR ORGANIZATION COMMUNICATIONS

5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

6-1. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MASTER CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES
Submitted by Erron Alvey, Purchasing Agent

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SANTA CRUZ METRO BOARD OF DIRECTORS
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- 6-2. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FLYERS ENERGY FOR PARACRUZ VEHICLE FUELING SERVICES IN AN AMOUNT NOT TO EXCEED \$185,000
Submitted by Erron Alvey, Purchasing Agent
- 6-3. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF DAVID SEWART, CLAIM #12-0026
Submitted by Leslyn K. Syren, District Counsel
- 6-4. NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION
Submitted by Leslyn K. Syren, District Counsel
- 6-5. ACCEPT AND FILE MINUTES OF BOARD OF DIRECTORS MEETINGS OF OCTOBER 12 AND OCTOBER 26, 2012
Submitted by Tony Tapiz, Administrative Services Coordinator
- 6-6. ACCEPT AND FILE MINUTES OF BOARD OF DIRECTORS MEETINGS OF NOVEMBER 9, 2012 AND NOVEMBER 30, 2012
Submitted by Tony Tapiz, Administrative Services Coordinator

REGULAR AGENDA

- 7. CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS, AND NOMINATIONS FOR MEMBERSHIP ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
Presented by Leslie R. White, General Manager
- 8. CONSIDERATION OF TENANT'S REQUEST TO SELL CIGARETTES AND LOTTERY TICKETS
Presented by Leslyn K. Syren, District Counsel
- 9. CONSIDERATION OF MODIFICATION TO SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S BYLAWS TO ALLOW BOARD OF DIRECTORS TO SET THE SCHEDULE AND TIME FOR REGULAR BOARD MEETINGS
Presented by Leslyn K. Syren, District Counsel
- 10. CONSIDERATION OF AWARD OF CONTRACT WITH AMERICAN ASPHALT REPAIR & RESURFACING COMPANY, INC., FOR COMPLETION OF THE BUS STOP IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$257,300
Presented by Erron Alvey, Purchasing Agent
- 11. CONSIDERATION OF APPOINTMENT OF JAMES ANASTAS TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING DECEMBER 31, 2014
Presented by Leslie R. White, General Manager

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SANTA CRUZ METRO BOARD OF DIRECTORS
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12. ORAL ANNOUNCEMENT

The next regularly scheduled Board meeting will be held Friday, January 25, 2013 at 9:00 a.m. at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

13. ADJOURNMENT

Adjourn to the next Board of Directors meeting.

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmted.com subject to staff's ability to post the document before the meeting.

From: Mark Ginsberg
Sent: Wednesday, 12/19/2012 2:51 PM
To: Tony Tapiz
Subject: Dogs on buses

I am a disabled passenger who is allergic to dogs and I am concerned about the amount of non-service dogs on the buses. A very dirty non-service dog boarded one of the METRO buses up in SLV with his dirty owner and proceeded to urinate while on the bus. The METRO bus operators are not even verifying whether the animals are service animals. When I went to METRO Customer Service to complain, the representative couldn't care less, and wasn't able to answer my questions about service animals. METRO bus operators should be enforcing the rules for service animals that require identifying vests or collars. I believe the policy needs to be revised.

markginsberg@comcast.net

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013
TO: Board of Directors
FROM: Erron Alvey, Purchasing Agent
SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MASTER CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal for a one-year contract extension with Master Car Wash for ParaCruz vehicle washing services for an amount not to exceed \$\$.

II. SUMMARY OF ISSUES

- Santa Cruz METRO requires vehicle washing services for the mini vans in the ParaCruz vehicle fleet, as well as bio hazard clean up for the entire fleet.
- Santa Cruz METRO has a contract with Master Car Wash for these ParaCruz vehicle washing services.
- This contract was established on March 1, 2010 for a one-year period with four optional one-year extensions.
- The current contract approved by the Board of Directors will expire on February 28, 2013.
- Master Car Wash has requested a price increase for the new contract period.
- Master Car Wash has performed its duties very well under this contract and therefore, a one-year contract extension with the price increase is recommended.

III. DISCUSSION

Santa Cruz METRO has a contract with Master Car Wash for ParaCruz vehicle washing services which is due to expire on February 28, 2013. Per April Warnock, Paratransit Superintendent, over the past year, the quality of service provided by Master Car Wash has been excellent. Master Car Wash has reviewed the contract and requested a price increase. At this time Master Car Wash only washes the mini vans in the fleet, and performs bio hazard clean ups. The price increases have been analyzed and found to be fair and reasonable based on local market prices.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Master Car Wash. Staff further recommends that the Board of Directors authorize the

General Manager to sign a one-year contract extension on behalf of Santa Cruz METRO. April Warnock, Paratransit Superintendent, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

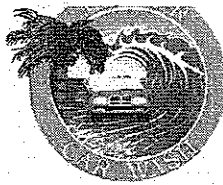
This contract has a total not to exceed of \$25,000. To date \$16,294 has been spent with \$8,706 remaining. No additional funds are required at this time.

Funds to support this contract are included in the ParaCruz FY13 & FY14 Out Repair, Revenue Vehicle budget.

V. ATTACHMENTS

Attachment A: Renewal letter (with proposed rates) from Master Car Wash

Attachment B: Contract Amendment with Master Car Wash



Master Car Wash

"The car wash of choice in Santa Cruz county"

December 8, 2012
Santa Cruz METRO
Attention: Joan Jeffries
110 Vermon street
Santa Cruz Ca, 95060

Re: Santa Cruz METRO Contract No. 10-16 for paraCruz Vehicle washing Services

The Above referenced contract for ParaCruz Vehicle Washing services Master Car wash will be extend the contract for an additional year through February 28, 2014.

Year Terms upon Mutual written consent."Master Car Wash Proposes a amendment of this contract for the New Prices take in affect on January 1, 2013.

Washes	<i>*Regular Price*</i>	<i>** Your Price*</i>	<i>** 10% off*</i>	<i>** You Save*</i>
Mini Vans	\$18.99	\$16.99	-\$1.70	\$3.71
Large Vans (Hand Wash)	\$85.00	\$50.00	-\$5.00	\$40.00
Mini Buses	\$150.00	\$100.00	-\$10.00	\$60.00

<i>Extra Servises (BIO)</i>	<i>*Regular Price*</i>	<i>** Your Price*</i>	<i>** 10% off*</i>	<i>** You Save*</i>
Seat per Area	\$18.00 & up	\$15.00	-\$1.50	\$4.50
Floor per Area	\$18.00 & up	\$15.00	-\$1.50	\$4.50
Door per Area	\$18.00 & up	\$15.00	-\$1.50	\$4.50
Complete Odor Removal	\$45.00	\$30.00	-\$3.00	\$18.00
Headlight Restoration Treatment	\$60.00	\$50.00	-\$5.00	\$15.00

Master Car Wash
Jaime Martinez :  Date : 12/8/12

ParaCruz : _____ Date : _____

Master Car Wash
2110 41st Avenue
Capitola, CA 95010
(831) 476-5033
www.mastercarwash.com

6-1.a1

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT THIRD AMENDMENT TO CONTRACT NO. 10-16 FOR PARACRUZ VEHICLE WASHING SERVICES

This Third Amendment to Contract No. 10-16 for ParaCruz Vehicle Washing Services is made effective March 1, 2013 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and Master Car Wash (“Contractor”).

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for ParaCruz Vehicle Washing Services (“Contract”) on March 1, 2010.

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

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from March 1, 2010 to February 28, 2014.

At the option of Santa Cruz METRO, this Contract may be renewed for one (1) additional one (1) year term upon mutual written consent.

III. COMPENSATION

3.1 Article 5.01 is replaced in its entirety by the following:

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

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

5.1 Article 7 is amended to include the following language:

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

Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Ciro Aguirre,
Acting General Manager

Contractor –
MASTER CAR WASH

By _____
Jaime Martinez
Manager

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FLYERS ENERGY FOR PARACRUZ VEHICLE FUELING SERVICES IN AN AMOUNT NOT TO EXCEED \$185,000

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal for a one-year contract extension with Flyers Energy for ParaCruz vehicle fueling in an amount not to exceed \$185,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO requires off-site fueling services for the ParaCruz fleet.
- Santa Cruz METRO has a contract with Flyers Energy for these services.
- This contract was established on March 1, 2012 for a one-year period with four optional one-year extensions.
- The current contract approved by the Board of Directors will expire on February 28, 2013.
- Flyers Energy has requested no changes for the new contract period.
- Flyers Energy has locations in Santa Cruz and Watsonville, and has had good contract performance throughout its term, therefore, a one-year contract extension with no changes is recommended.

III. DISCUSSION

Santa Cruz METRO has a contract with Flyers Energy for off-site fueling of ParaCruz vehicles, that is due to expire on February 28, 2013. Over the past year, the quality of service provided by Flyers Energy has been excellent. There are two locations available for Santa Cruz METRO's use, which provide more convenient services: one in Santa Cruz, and one in Watsonville. Flyers Energy has reviewed the contract and requested no changes.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Flyers Energy in an amount not to exceed \$185,000. Staff further recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on

behalf of Santa Cruz METRO. April Warnock, Paratransit Superintendent, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed of \$620,000. Additional funds in an amount of \$185,000 are requested for approval at this time. The new contract total not to exceed would be \$805,000.

Funds to support this contract are included in the ParaCruz FY13 & FY14 Revenue Vehicles Fuel budget.

V. ATTACHMENTS

Attachment A: Renewal letter from Flyers Energy

Attachment B: Contract Amendment with Flyers Energy

:



999 Bayhill Drive, Suite 165, San Bruno, CA 94066 (650) 873-8200 fax (650) 873-3327
655 South Stanford Way Sparks, NV 89431 (775) 689-1234 fax (650) 873-3327

November 27, 2012

Santa Cruz Metro
Joan Jeffries

Re: Santa Cruz Metro Contract No 10-16 for ParaCruz Vehicle Washing Services

Dear Joan,

Flyers wishes to extend the Para Cruz contract for an additional one-year period from March 1, 2013 to Feb 28, 2014 under the same terms of reimbursement

Please let us know if you need any additional information

Regards,

A handwritten signature in black ink that reads "Lynn Olson".

Lynn Olson
Flyers Energy
650-873-8200 x2515

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT THIRD AMENDMENT TO CONTRACT NO. 10-16 FOR PARACRUZ VEHICLE FUELING SERVICES

This Third Amendment to Contract No. 10-16 for ParaCruz Vehicle Fueling Services is made effective March 1, 2013 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and Flyers Energy, LLC (“Contractor”).

I. RECITALS

- 1.1 Santa Cruz METRO and Devco Oil, Inc. entered into a Contract for ParaCruz Vehicle Fueling Services (“Contract”) on March 1, 2010.
- 1.2 Nella Oil Company, LLC bought out Devco Oil, Inc. in April 2011.
- 1.3 Nella Oil Company, LLC took over the Contract under the existing terms and conditions, becoming “Contractor” at that time.
- 1.4 Nella Oil Company, LLC changed its name to Flyers Energy, LLC effective September 9, 2011.
- 1.5 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. CHANGE OF NAME OF CONTRACTOR

- 2.1 The Contract is amended by substituting Contractor’s former name of “Nella Oil Company, LLC” with Contractor’s new name of “Flyers Energy, LLC” wherever it appears in the Contract.

III. TERM

- 3.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from March 1, 2010 to February 28, 2014.

At the option of Santa Cruz METRO, this Contract may be renewed for one (1) additional one (1) year term upon mutual written consent.

IV. COMPENSATION

- 4.1 Article 5.01 is replaced in its entirety by the following:

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

Santa Cruz METRO and Contractor agree that the total amount payable pursuant to this Third Amendment shall not exceed \$185,000.

V. REMAINING TERMS AND CONDITIONS

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

VI. AUTHORITY

6.1 Article 7 is amended to include the following language:

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

Signed on _____

Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Ciro Aguirre,
Acting General Manager


Contractor – FLYERS ENERGY, LLC

By _____
Richard Teske,
General Manager

Approved as to Form:

Leslyn Syren,
Santa Cruz METRO Counsel

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
OFFICE OF THE DISTRICT COUNSEL**

DATE: January 4, 2013
TO: Anthony Tapiz, Administrative Services Coordinator
FROM: Leslyn Syren, District Counsel 
SUBJECT: Item for the January 11, 2013 Board of Directors Meeting

Enclosed you will find the following unstapled attachments:

1. Recommended action to the Board of Directors regarding the Claim of Sewart, David, #12-0026; and
2. A copy of the claim submitted to the Santa Cruz Metropolitan Transit District.

Please put the attached item on the Board's agenda for January 11, 2013.

Thank you for your attention to this matter.

LS/lg
Attachments

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

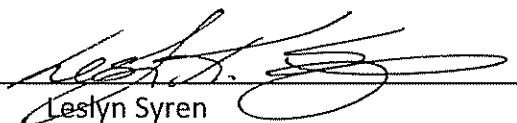
FROM: District Counsel

RE: Claim of: Sewart, David
Date of Incident: 8/11/2012

Received: 12/14/12 Claim #: 12-0026
Occurrence Report No.: SC 08-12-11

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 
Leslyn Syren
DISTRICT COUNSEL

Date: 1/4/13

I, Anthony Tapiz, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of January 11, 2013.

By _____
Anthony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

Aaron Rents, Inc.[®]

ACCIDENT/INCIDENT REPORT

STORE NO. F349	STATE CA	MANAGER	DATE OF ACCIDENT 8/11/12
TYPE OF OCCURRENCE: <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> OTHER			
DATE MANAGER NOTIFIED 8/11/12	NAME OF POLICE DEPT. NOTIFIED		POLICE CASE/REPORT NO.
EMPLOYEE NAME	STREET ADDRESS		CITY/STATE/ZIP
PHONE NO.	NUMBER	BIRTH DATE / /	HIRE DATE
BODILY INJURY INVOLVED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> NON-EMPLOYEE <input type="checkbox"/> EMPLOYEE			
NON-EMPLOYEE/WITNESS/DRIVER	STREET ADDRESS		CITY/STATE/ZIP
PHONE NO.	YEAR/MAKE/MODEL OF VEHICLE Metro BUS 2220		
INSURANCE CO.	PHONE NO. 426-6080	POLICY NUMBER	NAME(S) OF PASSENGER(S)
CITATIONS ISSUED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE OF VIOLATION	TO WHOM? <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> NON-EMPLOYEE	
DESCRIPTION OF ACCIDENT: Metro Bus hit red fire truck on driver side will not wheel waiting for light to turn green			

CONTRIBUTING CAUSES-AUTO: (CHECK ALL THAT APPLY)

- IMPROPER BACKING/NO SPOTTER IMPROPER DRIVING FAILURE TO YIELD RIGHT OF WAY DISREGARDING TRAFFIC SIGNAL/DEVICE THEFT/VANDALISM
- CARELESS OPERATION OF VEHICLE FOLLOWING TOO CLOSE IMPROPER PASSING/LANE CHANGING WEATHER-RAIN, SNOW
- EQUIPMENT/VEHICLE FAILURE- EXPLAIN: _____
- VISION OBSCURED. EXPLAIN: _____
- OTHER _____

CONTRIBUTING CAUSES-WORKERS' COMPENSATION: (CHECK ALL THAT APPLY)

- DEFECTIVE EQUIPMENT WET SURFACE IMPROPER/NO USE OF SAFETY EQUIPMENT POOR HOUSEKEEPING
- STRUCK BY OBJECT () FLOOR () BACK SUPPORT BELT () AISLE/BLOCKED
- CAUGHT IN OR BETWEEN OBJECT(S) () RAMP () SEATBELT () ELECTRICAL CORD
- MANUAL HANDLING/PHYSICAL STRESS () STEPS () HANDTRUCK/DOLLY () UNSAFE STORAGE OF CHEMICAL
- IMPROPER LIFTING () DOCK PLATE () RAMP/DOCK PLATE () DOCK PLATE
- OTHER _____ () OTHER _____ () LADDER () OTHER _____ () OTHER _____

MANAGER _____ DATE _____ SUPERVISOR'S SIGNATURE _____

INCOMPLETE! REPORTS WILL BE RETURNED ORIGINAL TO RISK MANAGEMENT DEPT., COPY TO REGIONAL V.P.'S OR REGION MANAGER OFFICE
EDP 388 (7/95)

#12-0026



Claimant Name: David Stewart

CLAIM FOR DAMAGES

The name or names of the METRO employee or employees causing the injury, damage, or loss, if known:

[Empty rectangular box for listing employee names]

If the claim totals less than \$10,000, the amount claimed as of the date of the presentation of the claim: 427.03

If the amount exceeds \$10,000, this claim would be: Less than \$25,000 (Limited Civil Case) More than \$25,000

Claimant: *David Stewart*
Signature/Print Name

Date: 12/14/12

Attorney or Representative: _____
Signature/Print Name

Date: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: January 11, 2013

TO: Board of Directors

FROM: District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following:
Settlement of Tort Claim of the Heirs of Salvador Chipres for Wrongful death
and by the Estate of Salvador Chipres

1. Settlement of Tort Claim of the Heirs of Salvador Chipres for Wrongful death and by the Estate of Salvador Chipres

On October 18, 2011, in closed session you authorized Santa Cruz METRO to contribute up to \$250,000.00, less any attorney's fees, investigation fees or other expenses to the settlement of this matter.

The following directors authorized the settlement: Directors Alejo, Bryan, Bustichi, Dodge, Hinkle, Lane, Leopold, Pirie and Robinson. Director Stone was absent. Pursuant to this direction, Santa Cruz METRO expended its deductible with CalTIP in the sum of \$250,000.00 to settle this matter. A Release and Settlement Agreement was executed by the parties and a Dismissal with Prejudice of the entire action was filed in Superior Court on September 25, 2012.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: January 11, 2013
TO: Board of Directors
FROM: District Counsel
SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following:
Settlement with Pacific Gas & Electric

1. Settlement with PG&E for clean up costs for 425 Front Street property

On January 13, 2012, in closed session you authorized Santa Cruz METRO's District Counsel to accept and execute the draft settlement agreement from PG&E, but to eliminate paragraph 7 of the agreement. The following directors authorized the settlement: Directors Alejo, Bustichi, Dodge, Graves, Lane, Leopold and Pirie. Directors Bryant, Hinkle, Robinson and Stone were absent. Pursuant to this direction, paragraph 7 of the Settlement Agreement was deleted and the Settlement Agreement was executed by Santa Cruz METRO and provided to PG&E on March 5, 2012. Santa Cruz METRO received the settlement funds from Greyhound in the sum of \$43,583.14 on December 4, 2012.

A Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District was convened on the above date at the Administrative Offices of Santa Cruz METRO, located at 110 Vernon Street, in Santa Cruz, California.

1. CALL TO ORDER / ROLL CALL

1-1. Chair Robinson called the meeting to order at 8:38 a.m.

1-2. The following Directors were present:

- Director Margarita Alejo
- Director Hilary Bryant
- Director Dene Bustichi
- Director Daniel Dodge **ARRIVED AFTER ROLL CALL**
- Director Ron Graves
- Director Michelle Hinkle
- Director Deborah Lane
- Director John Leopold
- Director Ellen Pirie
- Director Lynn Robinson
- Director Mark Stone
- Ex-Officio Director Donna Blitzer

STAFF PRESENT

- Anthony Tapiz, Administrative Services Coordinator
- Leslie R. White, General Manager
- Margaret Gallagher, District Counsel

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

- Ned Van Valkenburgh, Carpenter's Union
- Angela Aitken, SC METRO
- Robert Cotter, SC METRO
- Tove Beatty, SC METRO
- Debbie Kinslow, SC METRO
- Erron Alvey, SC METRO
- April Warnock, Paracruz
- Carolyn Derwing, SEA
- Mary Ferrick, SC METRO

2. ANNOUNCEMENTS

Chair Robinson asked everyone in attendance to observe a moment of silence on the passing of METRO Vehicle Service Worker Rafael Leon.

John Daugherty, Accessible Services Coordinator, announced the passing of long-time ParaCruz client Toni Cassista, and asked that the Board send its best wishes for MAC Member Pops Papadopulo, who has been ill.

3. COMMUNICATIONS TO THE BOARD OF DIRECTORS

None.

4. LABOR ORGANIZATION COMMUNICATIONS

Carolyn Derwing introduced herself as the interim President of SEA.

5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 6-1. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW / YODER / ANTWIH, INC. FOR STATE LEGISLATIVE REPRESENTATIVE SERVICES FOR AN AMOUNT NOT TO EXCEED \$30,000
Submitted by Erron Alvey, Purchasing Agent
- 6-2. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DELTA DENTAL THROUGH THE CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC-EIA) FOR EMPLOYEE DENTAL INSURANCE
Submitted by Erron Alvey, Purchasing Agent
- 6-3. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH THE HARTFORD FOR EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
Submitted by Erron Alvey, Purchasing Agent
- 6-4. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DOC AUTO, LLC FOR VEHICLE MAINTENANCE SERVICES FOR PARACRUZ FOR AN AMOUNT NOT TO EXCEED \$20,000
Submitted by Erron Alvey, Purchasing Agent

- 6-5. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SPECIALIZED AUTO AND FLEET SERVICES FOR VEHICLE MAINTENANCE SERVICES FOR PARACRUZ FOR AN AMOUNT NOT TO EXCEED \$20,000
Submitted by Erron Alvey, Purchasing Agent

ACTION: MOTION: DIRECTOR BUSTICHI SECOND: DIRECTOR PIRIE

Approve Consent Agenda as presented.

Motion passed unanimously with Directors Dodge and Stone being absent.

REGULAR AGENDA

7. CONSIDERATION OF RELOCATING AND REACTIVATING BUS STOPS AT DELAWARE AND COLUMBIA

Ciro Aguirre presented the staff report.

ACTION: MOTION: DIRECTOR BUSTICHI SECOND: DIRECTOR PIRIE

Relocate and reactivate bus stops at Delaware and Columbia.

Motion passed unanimously with Directors Dodge and Stone being absent.

8. CONSIDERATION OF AWARD OF CONTRACT WITH FEENEWIRELESS, LLC FOR ON-BOARD BUS WI-FI SERVICE AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$100,000

Erron Alvey presented the Staff Report. Leslie R. White suggested the item be deferred for two weeks.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR LEOPOLD

Defer action for two weeks.

Motion passed unanimously with Directors Dodge and Stone being absent.

9. CONSIDERATION OF AUTHORIZING AND FUNDING TWO (2) ADDITIONAL FACILITY MAINTENANCE WORKER II POSITIONS

Robert Cotter presented the staff report.

VICE CHAIR DODGE ARRIVED

There was a discussion about additional Facility Maintenance positions.

ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR HINKLE

Authorize and fund two (2) additional Facility Maintenance Worker II positions.

Motion passed with Director Bustichi voting no and Director Stone being absent.

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LICENSE AND INDEMNITY AGREEMENT WITH THE CITY OF SANTA CRUZ FOR THE BUS STOP LOCATED AT THE CORNER OF DELAWARE AVENUE AND LIBERTY STREET

Margaret Gallagher presented the Staff Report. There was a discussion about the License and Indemnity agreement.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR BRYANT

Authorize the General Manager to execute a license and indemnity agreement with the City of Santa Cruz for the bus stop located at the corner of Delaware Avenue and Liberty Street.

Motion passed unanimously with Director Stone being absent.

11. ORAL REPORT ON THE ANNUAL MEETING OF THE AMERICAN PUBLIC TRANSPORTION ASSOCIATION THAT WAS ATTENDED BY LYNN ROBINSON, DANIEL DODGE, AND LESLIE R. WHITE

Leslie R. White, Chair Robinson, and Vice Chair Dodge presented oral reports on their attendance at the APTA Fall Conference. There was a discussion about the APTA meeting.

No action taken.

12. ORAL PROGRESS REPORT OF THE RECRUITMENT TASK FORCE

Chair Robinson presented an oral report on the progress of the recruitment for District Counsel. There was a discussion about the recruitment of the District Counsel.

No action taken.

13. CONSIDERATION OF CANCELLING MEETING OF NOVEMBER 16, 2012;
CONSIDERATION OF SPECIAL MEETING OF NOVEMBER 30, 2012

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR PIRIE

Cancel meeting of November 16, 2012; call Special meeting for November 30, 2012

Motion passed unanimously with Director Stone being absent.

14. ORAL ANNOUNCEMENT

Vice Chair Dodge announced that the METRO "Family Reunion" picnic will be October 20, 2012 at Harvey West Park. The next regularly scheduled Board meeting will be held Friday, October 26, 2012 at 9:00 a.m. at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California and; that the Groundbreaking Ceremony for the Judy K. Souza Operations Facility will be held Friday, October 26th at 12:00 noon, at 1200 River Street, in Santa Cruz.

15. ADJOURNMENT

There being no further business, Vice Chair Dodge adjourned the meeting at 9:59 a.m. to the next regularly scheduled Board Meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on the above date at the Santa Cruz City Council Chambers, located at 809 Center Street, in Santa Cruz, California.

1. CALL TO ORDER / ROLL CALL

1-1. Chair Robinson called the meeting to order at 9:07 a.m.

1-2. The following Directors were present:

- Director Margarita Alejo
- Director Hilary Bryant
- Director Dene Bustichi
- Director Daniel Dodge
- Director Ron Graves
- Director Michelle Hinkle
- Director Deborah Lane
- Director John Leopold
- Director Ellen Pirie
- Director Lynn Robinson
- Director Mark Stone
- Ex-Officio Director Donna Blitzer



STAFF PRESENT

Anthony Tapiz, Administrative Services Coordinator
Leslie R. White, General Manager
Margaret Gallagher, District Counsel

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

Robert Cotter, SC METRO
Tom Hiltner, SC METRO
Robyn Slater, SC METRO
Debbie Kinslow, SC METRO
Will Regan, VMU
Domingo Tovar, UTU

Rafael Leon, junior & Family
April Warnock, Paracruz
Angela Aitken, SC METRO
Ciro Aguirre, SC METRO
Erich Friedrich, SC METRO

2. ANNOUNCEMENTS

- 2-1. Liseth Guizar announced that she was available for Spanish language interpretation during "Oral Communications" and for any other agenda item for which these services are needed.
- 2-2. Chair Robinson announced that the meeting was being broadcast by Community Television of Santa Cruz County.
- 2-3. Chair Robinson thanked TAQUERIA EL DANDY of the Pacific Station Transit Center for the refreshments at the meeting.
- 2-4. Chair Robinson reminded everyone that there will be a Groundbreaking Ceremony at noon for the Judy K. Souza Operations Facility, 1200 River Street.

3. COMMUNICATIONS TO THE BOARD OF DIRECTORS

- 3-1. CORRESPONDENCE REGARDING PARACRUZ SERVICES
M. Linda Gerstman, Aptos, California

4. LABOR ORGANIZATION COMMUNICATIONS

None.

5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 6-1. ACCEPT & FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR OCTOBER 2012
Submitted by Tom Hiltner, Grants & Legislative Analyst
- 6-2. ACCEPT & FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JUNE 2012
Submitted by Angela Aitken, Finance Manager
- 6-3. ACCEPT & FILE ACCESSIBLE SERVICES REPORT FOR SEPTEMBER 2012
Submitted by John Daugherty, Accessible Services Coordinator
- 6-4. ACCEPT & FILE RIDERSHIP REPORT FOR AUGUST 2012
Submitted by Erich Friedrich, Junior Transit Planner
- 6-5. ACCEPT & FILE METRO PARACRUZ OPERATIONS STATUS REPORT FOR AUGUST 2012
Submitted by April Warnock, Paratransit Superintendent
- 6-6. ACCEPT & FILE STATUS REPORTS OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES
Submitted by Tove Beatty, Grants & Legislative Analyst

6-7. NOTICE OF ACTION TAKEN IN CLOSED SESSION
Submitted by Margaret Gallagher, District Counsel

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR LEOPOLD

Approve the Consent Agenda as amended.

Motion passed unanimously with Directors Bustichi and Dodge being absent.

REGULAR AGENDA

7. CONSIDERATION OF A RESOLUTION OF APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF RAFAEL AVILA LEÓN AS A VEHICLE SERVICES WORKER FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Robinson read aloud the Resolution of Appreciation and Remembrance for Rafael Avila León.

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR PIRIE

Approve a resolution of appreciation and remembrance for the services of Rafael Avila León as a Vehicle Services Worker for the Santa Cruz Metropolitan Transit District.

Motion passed unanimously with Directors Bustichi and Dodge being absent.

8. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

Chair Robinson presented a Certificate of Appreciation for the completion of 25 years of service between 1987 and 2012 to Domingo L. Tovar, Bus Operator.

No action taken.

9. CONSIDERATION OF A RESOLUTION OF APPRECIATION FOR THE SERVICES OF DAVID MOREAU AS ASSISTANT PARATRANSIT SUPERINTENDENT FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Robinson read aloud the Resolution of Appreciation for the services of David Moreau as Assistant Paratransit Superintendent for the Santa Cruz Metropolitan Transit District.

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR PIRIE

Approve a Resolution of Appreciation for the services of David Moreau as Assistant Paratransit Superintendent for the Santa Cruz Metropolitan Transit District.

Motion passed unanimously with Directors Bustichi and Dodge being absent.

10. CONSIDERATION OF PROGRESS REPORT ON THE RENOVATION OF THE WATSONVILLE TRANSIT CENTER (WTC)

Liseth Guizar delivered a presentation on the status of renovations at the Watsonville Transit Center. There was a discussion about the renovation project. There was a discussion about funding and in-house renovation options. There was a discussion about Customer Service presence at the WTC. There was a discussion about parking options at WTC.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR ALEJO

Accept and file progress report on the renovation of the Watsonville Transit Center (WTC).

Motion passed unanimously with Directors Bustichi and Dodge being absent.

11. ACCEPT & FILE FISCAL YEAR END MONTHLY BUDGET STATUS REPORT FOR JUNE 30, 2012

Angela Aitken presented the staff report.

DIRECTOR ALEJO LEFT THE ROOM.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR HINKLE

Accept & File Fiscal Year End Monthly Budget Status Report for June 30, 2012.

Motion passed unanimously with Directors Bustichi and Dodge being absent.

12. PHOTO PRESENTATION OF SANTA CRUZ METRO PICNIC ON OCTOBER 20, 2012

Chair Robinson, Will Regan, VMU, Carolyn Derwing, SEA, and Domingo Tovar, UTU, expressed thanks to all the participants at the METRO Employee Picnic on October 20, 2012.

No action taken.

13. ORAL PROGRESS REPORT OF THE RECRUITMENT TASK FORCE

Chair Lynn Robinson provided an update on the recruitment process for District Counsel. Manny Martinez, PSA, requested that the Unions be part of the selection process.

No action taken.

14. ORAL ANNOUNCEMENTS

Chair Robinson announced the following:

- 14-1. Due to lack of quorum, the annual meeting of the Santa Cruz Civic Improvement Corporation will be rescheduled to a future date.

- 14-2. The next regularly scheduled Board meeting will be held Friday, November 9, 2012 at 8:30 a.m. at the Santa Cruz Metro Administration Offices at 110 Vernon Street, Santa Cruz, California.
- 14-3. Please join Santa Cruz METRO for our Groundbreaking Ceremony today at noon for the Judy K. Souza Operations Facility, 1200 River Street, Santa Cruz, California.
15. ADJOURNMENT

There being no further business, Chair Robinson adjourned the meeting at 11:10 a.m. to the next regularly scheduled Board Meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator

DRAFT MINUTES



A Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District was convened on the above date at the Administrative Offices of Santa Cruz METRO, located at 110 Vernon Street, in Santa Cruz, California.

1. CALL TO ORDER / ROLL CALL

1-1. Chair Robinson called the meeting to order at 8:36 a.m.

1-2. The following Directors were present:

- | | |
|-----------------------------------|-------------------------------------|
| Director Margarita Alejo | <input checked="" type="checkbox"/> |
| Director Hilary Bryant | <input checked="" type="checkbox"/> |
| Director Dene Bustichi | <input checked="" type="checkbox"/> |
| Director Daniel Dodge | <input type="checkbox"/> |
| Director Ron Graves | <input checked="" type="checkbox"/> |
| Director Michelle Hinkle | <input checked="" type="checkbox"/> |
| Director Deborah Lane | <input checked="" type="checkbox"/> |
| Director John Leopold | <input type="checkbox"/> |
| Director Ellen Pirie | <input checked="" type="checkbox"/> |
| Director Lynn Robinson | <input checked="" type="checkbox"/> |
| Director Mark Stone | <input type="checkbox"/> |
| Ex-Officio Director Donna Blitzer | <input type="checkbox"/> |

STAFF PRESENT

Anthony Tapiz, Administrative Services Coordinator
 Leslie R. White, General Manager
 Margaret Gallagher, District Counsel

SANTA CRUZ METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

- | | |
|----------------------------------------|------------------------------------------|
| Jeff Powers, CCJ Landscaping | Kristina Mihaylova, Financial Analyst |
| Colby Powell, C. Overaa Co. | Claire Fliesler, Transit Surveyor |
| Jerry Overaa, C. Overaa Co. | Mary Ferrick, Fixed Route Superintendent |
| Will Regan, VMU | Robert Cotter, Maintenance Manager |
| Ned Van Valkenburgh, Carpenter's Union | Thomas Hiltner, Grants/Leg. Analyst |
| Carolyn Derwing, SEA | Chris Van Tiem, West Bay Builders |
| Angela Aitken, Finance Mgr | |

2. ANNOUNCEMENTS

None.

3. COMMUNICATIONS TO THE BOARD OF DIRECTORS

None.

4. LABOR ORGANIZATION COMMUNICATIONS

None.

5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Leslie R. White presented attachment E for item #7, and a revised staff report for item # 8.

CONSENT AGENDA

6-1. NOTICE OF ACTION TAKEN IN CLOSED SESSION

Submitted by Margaret Gallagher, District Counsel

6-2. ACCEPT & FILE THE MINUTES FOR THE BOARD OF DIRECTORS MEETINGS OF AUGUST 2012

Submitted by Tony Tapiz, Administrative Services Coordinator

6-3. ACCEPT & FILE THE MINUTES FOR THE BOARD OF DIRECTORS MEETINGS OF SEPTEMBER 2012

Submitted by Tony Tapiz, Administrative Services Coordinator

6-4. CONSIDERATION OF AWARD OF CONTRACT WITH COASTAL LANDSCAPING, INC. FOR LANDSCAPING AND MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$120,000

Submitted by Erron Alvey, Purchasing Agent

6-5. CONSIDERATION OF AWARD OF CONTRACT WITH MIDWEST MOTOR SUPPLY DBA KIMBALL MIDWEST FOR THE PURCHASE OF FASTENERS AND ELECTRICAL TERMINALS IN AN AMOUNT NOT TO EXCEED \$30,000

Submitted by Erron Alvey, Purchasing Agent

6-6. CONSIDERATION OF AWARD OF CONTRACT WITH MANAGED HEALTH NETWORK FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000

Submitted by Erron Alvey, Purchasing Agent

ACTION: MOTION: DIRECTOR PIRIE

SECOND: DIRECTOR ALEJO

Approve Consent Agenda as presented.

Motion passed unanimously with Directors Dodge, Leopold, and Stone being absent.

REGULAR AGENDA

7. CONSIDER APPROVAL OF NEW CLASS SPECIFICATION FOR SENIOR FINANCIAL ANALYST, ADJUSTED WAGE SCHEDULE, AND SEIU SIDE AGREEMENTS

Pat Aviles presented the staff report. Carolyn Derwing, SEA, expressed her support for the new class specification.

ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR GRAVES

Approve new class specification for Senior Financial Analyst, adjusted wage schedule, and SEIU side agreements.

Motion passed unanimously with Directors Dodge, Leopold, and Stone being absent.

8. CONSIDERATION OF DECLARING WEST BAY BUILDERS, ZOVICH CONSTRUCTION, LEWIS C. NELSON & SONS, F&H CONSTRUCTION, SJ AMOROSO, AND ROEBELLEN CONTRACTING BIDS AS NONRESPONSIVE AND/OR NON-RESPONSIBLE, AND REJECTING THE BIDS THEY SUBMITTED FOR THE JUDY K. SOUZA OPERATIONS BUILDING FACILITY

Leslie R. White presented the staff report. Mr. White said that West Bay Builders has requested an extension of time to respond to METRO's findings. Mr. White said there were two paths: approve the award and notify bidders of the opportunity to appeal; or to defer action to December 7, 2012. There was a discussion about the FTA appeal process. Margaret Gallagher recommended that the entire matter be deferred to December 7, 2012. Ned Van Valkenburgh, Carpenters Union, recommended action be taken. Chris van Tiem, West Bay Builders, urged that action not be taken at this time. Jerry Overaa, C. Overaa Co., commended the Board for the thoroughness of the bid process, and urged that action be taken soon. Director Bustichi said that METRO was not at risk by deferring action.

ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR BRYANT

Defer action until meeting of November 30, 2012.

Motion passed unanimously with Directors Dodge, Leopold, and Stone being absent.

9. CONSIDERATION OF DECLARING C. OVERAA & COMPANY AS THE LOWEST RESPONSIVE / RESPONSIBLE BIDDER FOR THE JUDY K. SOUZA OPERATIONS BUILDING FACILITY CONTINGENT UPON THE SUBMISSION OF MATERIALS REQUESTED BY METRO AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH C. OVERAA & COMPANY IN THE AMOUNT OF \$13,659,000 FOR THE JUDY K. SOUZA OPERATIONS BUILDING FACILITY COMPONENT OF THE METROBASE PROJECT

ACTION: MOTION: DIRECTOR PIRIE

SECOND: DIRECTOR GRAVES

Defer action to November 30, 2012.

Motion passed unanimously with Directors Dodge, Leopold, and Stone being absent.

10. ORAL PROGRESS REPORT OF THE RECRUITMENT TASK FORCE

Chair Lynn Robinson provided an update of the recruitment process for District Counsel.

NO ACTION TAKEN.

11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher said that the Board would have a conference with its Labor Negotiators with regard to UTU 23 - Fixed Route, UTU 23 - Paracruz, and SEIU 521.

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

13. REPORT OF CLOSED SESSION

Margaret Gallagher stated that there were no reportable actions taken in Closed Session.

14. ORAL ANNOUNCEMENT

The next regularly scheduled Board meeting will be held Friday, November 30, 2012 at 9:00 a.m. at the Santa Cruz METRO Offices, 110 Vernon Street, Santa Cruz, California.

15. ADJOURNMENT

There being no further business, Chair Robinson adjourned the meeting at 9:24 a.m. to the next regularly scheduled Board Meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator



A meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District was convened on the above date at the Administrative Offices of Santa Cruz METRO, located at 110 Vernon Street, in Santa Cruz, California.

1. CALL TO ORDER / ROLL CALL

1-1. Chair Robinson called the meeting to order at 9:07 a.m.

1-2. The following Directors were present:

Director Margarita Alejo



Director Hilary Bryant



Director Dene Bustichi



Director Daniel Dodge



ARRIVED AFTER ROLL CALL

Director Ron Graves



Director Michelle Hinkle



Director Deborah Lane



Director John Leopold



Director Ellen Pirie



Director Lynn Robinson



Director Mark Stone



Ex-Officio Director Donna Blitzer



STAFF PRESENT

Anthony Tapiz, Administrative Services Coordinator

Leslie R. White, General Manager

Margaret Gallagher, District Counsel

SANTA CRUZ METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Debbie Kinslow, Assistant Finance Manager

Ciro Aguirre, Operations Manager

Robert Cotter, Maintenance Manager

May Ferrick, Fixed Route Superintendent

Claire Fliesler, Transit Surveyor

Erich Friedrich, Senior Transit Planner

Liseth Guizar, Investigator

Tove Beatty, Grants/Legislative Analyst

Thomas Hiltner, Grants/Legislative Analyst
Carolyn Derwing, SEA
Eduardo Montesino, UTU
Daniel Zaragoza, UTU

Chris Burditt, IBEW 234
Angela Aitken, Finance Manager
April Warnock, Paratransit Superintendent

2. ANNOUNCEMENTS

- 2-1. Chair Robinson announced that the SCCIC Annual Meeting would be postponed to December 7th due to a lack of quorum.
- 2-2. Amy Weiss announced that she was available for Spanish language translation.

3. COMMUNICATIONS TO THE BOARD OF DIRECTORS

- 3-1. CORRESPONDENCE REGARDING RTC HAZARD REPORT FORM OUTREACH ON METRO BUSES
Veronica Elsea, Pedestrian Safety Work Group, SCCRTC, Santa Cruz, California

Leslie R. White said that the issue was being examined for any conflicts and would be brought back before the Board.

- 3-2. CORRESPONDENCE REGARDING EXEMPLARY METRO BUS OPERATOR
Anne Spoon, Santa Cruz County Office of Education, Santa Cruz, California

Director Pirie asked who the mystery employee was. Eduardo Montesino identified the Bus Operator as Mike Miller.

4. LABOR ORGANIZATION COMMUNICATIONS

Eduardo Montesino, Carolyn Derwing and Manny Martinez congratulated Director Stone on his election to the California Assembly and thanked him for his service.

5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 6-1. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF MILTON LITVIN, CLAIM #12-0022
Submitted by Margaret Gallagher, District Counsel
- 6-2. ACCEPT & FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR NOVEMBER 2012
Submitted by Tom Hiltner, Grants & Legislative Analyst
- 6-3. ACCEPT & FILE PRELIMINARILY APPROVED CLAIMS FOR JULY 2012

Submitted by Angela Aitken, Finance Manager

- 6-4. ACCEPT & FILE PRELIMINARILY APPROVED CLAIMS FOR AUGUST 2012
Submitted by Angela Aitken, Finance Manager
- 6-5. ACCEPT & FILE ACCESSIBLE SERVICES REPORT FOR SEPTEMBER 2012
Submitted by John Daugherty, Accessible Services Coordinator
- 6-6. MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF JULY 31, 2012
Submitted by Angela Aitken, Finance Manager
- 6-7. MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF AUGUST 31, 2012
Submitted by Angela Aitken, Finance Manager
- 6-8. REVIEW OF SERVICE CHANGES FROM FY 2011 TO FY 2013
Submitted by Erich Friedrich, Senior Transportation Planner
- 6-9. ACCEPT & FILE METRO PARACRUZ OPERATIONS STATUS REPORT FOR SEPTEMBER 2012
Submitted by April Warnock, Paratransit Superintendent
- 6-10. ACCEPT & FILE STATUS REPORTS OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES
Submitted by Tove Beatty, Grants & Legislative Analyst
- 6-11. CONSIDERATION OF AUTHORIZING PAYMENT TO WALDORF CONSTRUCTION FOR REPAIRS AT CAFÉ LENA (PACIFIC STATION) IN AN AMOUNT NOT TO EXCEED \$4,130
Submitted by Erron Alvey, Purchasing Agent

Director Leopold asked that item #6-8 be deferred to a future meeting.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR GRAVES

Approve Consent Agenda as amended.

Motion passed unanimously with Director Dodge being absent.

REGULAR AGENDA

7. CONSIDER ADOPTION OF AN UPDATE TO SANTA CRUZ METRO'S TITLE VI PROGRAM REGULATION & COMPLAINT PROCEDURE, ADMINISTRATIVE REGULATION 1029; CONSIDER ACCEPTANCE OF A NEW DRAFT ADMINISTRATIVE REGULATION 1033 FOR SYSTEM-WIDE SERVICE STANDARDS AND POLICIES TO CIRCULATE FOR PUBLIC COMMENTS

Tom Hiltner presented the staff report.

DIRECTOR DODGE ARRIVED.

There was a discussion about the verbiage to be used in the plan. Leslie R. White said that the plan would come back before the Board a few more times, and thanked all the employees who took part.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR DODGE

Approve adoption, with “should” changed to “is encouraged to” in section 4.03, of an update to Santa Cruz Metro’s Title VI Program Regulation & Complaint Procedure, Administrative Regulation 1029; approve acceptance of a new draft Administrative Regulation 1033 for System-Wide Service Standards and Policies to circulate for public comments.

Motion passed unanimously.

8. ORAL PROGRESS REPORT OF THE RECRUITMENT TASK FORCE

Chair Lynn Robinson said that the Task Force was on track and on time. Director Lane asked if the employees of the Legal Department would be given a chance to participate in the interview process. Director Robinson said that they would not be part of the interview process.

NO ACTION TAKEN.

9. CONSIDERATION OF SPECIAL MEETING ON DECEMBER 7, 2012; CONSIDERATION OF CANCELLING REGULAR MEETING ON DECEMBER 21, 2012

ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR LEOPOLD

Approve addition of special meeting on December 7, 2012; approve cancellation of regular meeting on December 21, 2012.

Motion passed unanimously.

10. ORAL ANNOUNCEMENT

Chair Robinson announce that the next Board of Directors meeting will be held Friday, December 7, 2012 at 9:00 a.m. at the Santa Cruz METRO Administration Offices at 110 Vernon Street, Santa Cruz, California.

11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher announced that the Board would have a conference regarding the matter of the price and terms of payment for the Greyhound lease at Pacific Station; and that the Board of Directors would hold interviews for the public employee appointment of District Counsel.

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

13. REPORT OF CLOSED SESSION

Margaret Gallagher stated that there were no reportable actions taken in Closed Session.

14. ADJOURNMENT

There being no further business, Chair Robinson adjourned the meeting at 1:45 p.m. to the next regularly scheduled Board Meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator

DRAFT MINUTES

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS, AND NOMINATIONS FOR MEMBERSHIP ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION.

I. RECOMMENDED ACTION

That the Board of Directors identify nominees from the Board to be considered for election to the positions Board Chair, Vice Chair, Representatives and Alternates for the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually nominate members to be considered for election to the positions of Chair and Vice Chair.
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) it is necessary that the Board of Directors nominate members to be considered for election to the three positions and three alternate positions that are provided for METRO.
- Currently elections for the positions referenced in this Staff Report are scheduled to be held at the January 25, 2013 Board of Directors meeting.

III. DISCUSSION

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, and SCCRTC appointees expire in January 2013. The METRO Bylaws provide that the Board of Directors shall identify nominees to be considered for election to the positions herein referenced.

Staff recommends that the Board of Directors identify members to be nominees for the positions of Chair, Vice Chair, and SCCRTC appointees and alternates. The election of nominees to the referenced offices is scheduled to be held on January 25, 2013.

IV. FINANCIAL CONSIDERATIONS

Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2013 / FY 2014 Operating Budget.

V. ATTACHMENTS

Attachment A: METRO 2012 Current Board Membership

REVISED



2012

CURRENT BOARD MEMBERSHIP TERMS

	SEAT #	Appointing Authority	Term Began	Term Expires	First Served
Lynn Robinson	1	City of Santa Cruz	1/09	12/12	12/08
Daniel Dodge	2	City of Watsonville	1/09	12/12	1/11
John Leopold	3	County of Santa Cruz	1/10	12/13	01/10
Hilary Bryant	4	City of Santa Cruz	1/09	12/12	12/10
Deborah Lane	5	County of Santa Cruz	1/12	12/15	1/12
Vacant	6	County of Santa Cruz	1/09	12/12	1/04
Ellen Pirie	7	County of Santa Cruz	1/10	12/13	1/09
Michelle Hinkle	8	County of Santa Cruz	1/11	12/14	1/95
Ron Graves	9	City of Capitola	1/11	12/14	12/08
Margarita Alejo	10	City of Watsonville	<u>1/10</u>	<u>12/13</u>	4/11
Dene Bustichi	11	City of Scotts Valley	1/11	12/14	12/04
Donna Blitzer*	12	UCSC	1/12	12/12	1/07

* Ex-Officio Director from UCSC

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013
TO: Board of Directors
FROM: Leslyn Syren, District Counsel
SUBJECT: CONSIDERATION OF TENANT'S REQUEST TO SELL CIGARETTES AND LOTTERY TICKETS

I. RECOMMENDED ACTION

Consider whether or not to allow Luis Barrientos, dba Café Amigo, to sell cigarettes and lottery tickets at the Bart Cavallaro Transit Center in Scotts Valley.

II. SUMMARY OF ISSUES

- Luis Barrientos has been running Café Amigo at the Bart Cavallaro Transit Center in Scotts Valley since May 1, 2012.
- Mr. Barrientos has requested to sell cigarettes and lottery tickets, as customers are requesting these items and wish to purchase them.
- Currently, these items are sold by tenants at both the Watsonville Transit Center and the Pacific Station.

III. DISCUSSION

On May 1, 2012 Luis Barrientos began leasing the Bart Cavallaro Transit Center in Scotts Valley. In exchange for ticket sales and ticket information to bus riders, Mr. Barrientos leases the space for his coffee shop and pays only for the utilities to the Center. In addition, the Lease includes a contract with the tenant for specific janitorial duties each day in exchange for the sum of \$1,000.00 per month.

Recently, Mr. Barrientos contacted Santa Cruz METRO to request permission to sell cigarettes and lottery tickets. Many of his customers have requested both these items and Mr. Barrientos believes it would improve sales. Neither the Lease Agreement or the Rules and Regulations for Tenants prohibit the sale of these items at the Transit Center. Currently, tenants of the Watsonville Transit Center and Pacific Station sell these items to the public

Before Mr. Barrientos opened Café Amigo in Scotts Valley, the Center was closed for several years based on a lack of interest from potential tenants. Since May 1, 2012, when the cafe opened, the Center has been open for use by METRO riders. Feedback from these riders has been positive and the facility is now in full use. The coffee shop provides indoor and outdoor seating and is a very clean and inviting environment for transit customers or pedestrians in the area.

Café Amigo serves various hot and cold drinks, including coffee, espresso drinks, fresh fruit smoothies, fountain and canned drinks. Café Amigo also served various breakfast and lunch food items, including, breakfast burritos, fresh pastries, freshly made sandwiches, quiches and other homemade dishes. However, Mr. Barrientos has found that he is unable to sell enough of these items and that for riders on the go, various packaged snack items or fresh fruit, such as bananas and oranges are what passengers are seeking. As a consequence, he would like to increase business sales by providing cigarettes and lottery tickets to customers at this Center.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: January 11, 2013

TO: Board of Directors

FROM: Leslyn K. Syren, District Counsel

SUBJECT: CONSIDERATION OF MODIFICATION TO SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S BYLAWS TO ALLOW BOARD OF DIRECTORS TO SET THE SCHEDULE AND TIME FOR REGULAR BOARD MEETINGS

I. RECOMMENDED ACTION

Approve the Resolution Amending METRO's Bylaws as set forth in Attachment A which will allow the Board of Directors to set by Resolution the meeting schedule and times of the Santa Cruz METRO Board of Directors Regular Meetings.

II. SUMMARY OF ISSUES

- Generally, on an annual basis, the METRO Board of Directors reviews its Bylaws in order to determine if modifications are necessary.
- At this time it is recommended that the Board of Directors modify the Bylaws to allow flexibility to schedule the starting time for the Board of Director's meetings.
- If the Board of Directors determines that it is in Santa Cruz METRO's best interest to allow the meeting times to be set by Resolution; the Board may approve the revisions to the Bylaws set forth in Attachment A.

III. DISCUSSION

In conducting an annual review of the METRO's Bylaws it seems appropriate to amend Section 1.01 of the Santa Cruz METRO Bylaws to allow the Board of Directors to set its Regular Meeting time, without the need for further revisions to the Bylaws. The attached amendment to the Bylaws would allow the Board to set the time for its meetings by the adoption of a Resolution of the Board of Directors. This is considered preferable over the need to amend the Bylaws each time the Board wants to adjust its meeting times.

The proposed bylaw changes are included in the attachment. There are no other modifications to the bylaws current language other than those included in the attachment's part I – REGULAR MEETINGS. In the event the Board of Directors adopts the amendment to the bylaws, it may then set the time for its future meetings by an action of the Board.

IV. FINANCIAL CONSIDERATIONS

NONE.

V. ATTACHMENTS

Attachment A: Bylaws Resolution as modified, including all proposed modifications
(Attachment is limited to the section which has the added language)

ATTACHMENT A

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04,
12-17-04; 02-24-06; 02-23-07; 05-25-07;
05-23-08; 08-28-09; and 01-22-10, 6-25-10,
11-19-10, 05-13-11

On the Motion of Director: _____

Duly Seconded by Director: _____

Is Hereby Amended:

A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR, AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND CREATION OF OTHER OFFICES

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

- (a) Regular meetings of the Santa Cruz Metropolitan Transit District (METRO) Board of Directors shall be held on the second Friday of each month (if needed) ~~from 8:30 a.m. to not later than 11:30 a.m.~~ and on the fourth Friday of each month ~~from 9:00 a.m. to not later than noon.~~ The Board of Directors may ~~extend the meeting times as necessary~~ establish the time for the commencement and duration of its meetings as necessary through Board action. Notwithstanding the ~~foregoing~~ above, no regular meetings will be scheduled during the month of July.
- (b) If a regular meeting falls within 5 working days of a recognized METRO holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year. This schedule shall include the date, location and commencement time for each regular meeting of the Board of Directors and shall be posted on METRO's website, and METRO's official Bulletin Board throughout the year.

ATTACHMENT A

1.02 Regular Meetings; Place

- (a) Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Santa Cruz Conference Room at Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except when the Board of Directors' regular meeting schedule sets forth an alternate location.
- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status, or which is inaccessible to persons with physical or mental disabilities, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

ATTACHMENT A

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH AMERICAN ASPHALT REPAIR & RESURFACING COMPANY, INC., FOR COMPLETION OF THE BUS STOP IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$257,300

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract with American Asphalt Repair & Resurfacing Company, Inc. for Completion of the Bus Stop Improvement Project, in an amount not to exceed \$257,300, and designate Robert Cotter, Maintenance Manager, as Contract Administrator.

II. SUMMARY OF ISSUES

- Santa Cruz METRO requires a contractor to complete the Bus Stop Improvement Project.
- A competitive procurement was conducted to solicit bids from qualified firms.
- Two firms submitted bids for Santa Cruz METRO's review.
- Staff has reviewed all submitted bids and is recommending that the Board of Directors authorize a contract with American Asphalt Repair & Resurfacing Company, Inc.

III. DISCUSSION

On August 10, 2012, the Santa Cruz METRO Board of Directors authorized contracting out the remaining recommended construction, improvements and repairs of countywide bus stops in order to complete the Bus Stop Improvement Project.

On August 24, 2012, Santa Cruz METRO Invitation for Bids No. 13-08 was mailed to eight builders exchanges, twenty firms, was legally advertised, and a notice was posted on Santa Cruz METRO's web site. On September 25, 2012, bids were received and opened from two firms. A list of firms and a summary of the bids received are provided in Attachment A. Staff comprised of Tove Beatty, Grants/Legislative Analyst, Robert Cotter, Maintenance Manager and Sheldon Njaa, Facilities Supervisor, has reviewed all submitted bids. American Asphalt Repair & Resurfacing Company, Inc. has been determined to be the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB.

Staff recommends that the Board of Directors authorize the General Manager to execute a contract with American Asphalt Repair & Resurfacing Company, Inc. for Bus Stop Repairs and Improvements in an amount not to exceed \$257,300 on behalf of Santa Cruz METRO. Contractor will provide all equipment and materials meeting all Santa Cruz METRO specifications and requirements of the contract. Robert Cotter, Maintenance Manager, will serve as the Contract Administrator and will ensure contract compliance, along with the Grants/Legislative Analyst in order to ensure grant compliance with STIP (State Transit Improvement Program, via the Santa Cruz County Regional Transportation Commission) funding being used for this project. The Grants/Legislative Analyst will handle all reporting and the closing-out of this grant once the construction is completed.

IV. FINANCIAL CONSIDERATIONS

Caltrans provided a grant in the amount of \$500,000 to Santa Cruz METRO for bus stop improvements. Of these funds, \$243,998 is available for this contract. The remaining funds of \$13,300 are included in the Facilities Maintenance FY13 Outside Repair budget.

V. ATTACHMENTS

Attachment A: List of firms and a summary of the bids received

Attachment B: Contract with American Asphalt Repair & Resurfacing Company, Inc.

Attachment A



Bid Results IFB No. 13-08 for Bus Stop Construction and Improvements

1. American Asphalt Repair & Resurfacing Co., Inc. Hayward, CA

Bid amount \$257,300

2. Earthworks Paving Contractors, Inc., Capitola, CA

Bid amount \$327,000

Attachment B

CONTRACT FOR BUS STOP CONSTRUCTION AND IMPROVEMENTS No. 13-08

THIS CONTRACT is made effective on January 14 2013 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and AMERICAN ASPHALT REPAIR & RESURFACING CO., INC. ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's Need for Bus Stop Construction and Improvements

Santa Cruz METRO requires Bus Stop Construction and Improvements. In order to obtain said Bus Stop Construction and Improvements, the Santa Cruz METRO issued an Invitation for Bids, dated August 24, 2012, setting forth specifications for Bus Stop Construction and Improvements. 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 Santa Cruz METRO and whose principal place of business is 24200 Clawiter Road, Hayward, California 94545. Pursuant to the Invitation for Bids by the Santa Cruz METRO, Contractor submitted a bid for Provision of said Bus Stop Construction and Improvements, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On December 13, 2012, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said Bus Stop Construction and Improvements and related 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.

Santa Cruz 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. 13-08" dated August 24, 2012, including Addendum number 1.

b) Exhibit B (Bid Form)

Contractor's Submitted Bid to Santa Cruz METRO for Bus Stop Construction and Improvements as signed by Contractor.

2.02 Conflicts

In the event of conflict between requirements contained in different components of the contract documents, provisions set forth in Part VI (FTA Requirements for Construction Contracts) shall prevail over all other provisions. Provisions set forth in Parts I (Instructions to Bidders), III (General Conditions of the Contract) and V (Contract) shall prevail over all remaining contract documents. In resolving other conflicting requirements among the contract documents, the order of precedence shall be as follows: 1. Change Orders, 2. Addenda or Letters of Clarification, 3. Part IV (Special Conditions of the Contract), and 4. Part VIII (Construction Specifications).

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 365 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 shall commence upon the execution of the contract by Santa Cruz METRO and shall remain in force for 365 calendar days after the date of commencement specified in the Notice to Proceed. Santa Cruz 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 Santa Cruz 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. 13-08 dated August 24, 2012 for Bus Stop Construction and Improvements. The Contractor shall provide a complete project in conformance with Specifications Section VII.

4.02

Contractor and Santa Cruz 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 Santa Cruz 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, Santa Cruz METRO agrees to pay Contractor Two Hundred Fifty-Seven Thousand Three Hundred Dollars as identified in the Bid Form, Exhibit B, not to exceed \$257,300, 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 \$257,300 maximum amount payable under this contract, that it does so at its own risk.

5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon the Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the contract related to those amounts.

5.03 Retention of progress payments

Santa Cruz 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 Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz 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, Santa Cruz 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 Santa Cruz 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 Santa Cruz 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. Santa Cruz 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 Santa Cruz 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. Santa Cruz 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 Santa Cruz 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 Santa Cruz METRO-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 Santa Cruz METRO-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 Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
 3. Survey error by Santa Cruz METRO.
 4. Suspension of work pursuant to Articles 7.05(A) and 7.05(C).
 5. 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.

6. 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 Santa Cruz 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.

Santa Cruz 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, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated

materials, Santa Cruz 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 Santa Cruz 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

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz 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 Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz 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 Santa Cruz 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.

Santa Cruz METRO:

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Attention: General Manager

Contractor:

American Asphalt Repair & Resurfacing Co., Inc.
24200 Clawiter Road
Hayward, CA 94545

Attention: Steve Aguirre

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 _____

Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Ciro Aguirre,
Acting General Manager

Contractor – AMERICAN ASPHALT REPAIR & RESURFACING CO., INC.

By _____
Allan A. Henderson,
President and Treasurer

Approved as to Form:

Leslyn Syren,
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 11, 2013

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF APPOINTMENT OF JAMES ANASTAS TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING DECEMBER 31, 2014.

I. RECOMMENDED ACTION

That the Board approve the appointment of James Anastas to the Metro Advisory Committee (MAC) as the appointment of Director John Leopold.

II. SUMMARY OF ISSUES

- There is currently a vacancy on the Metro Advisory Committee (MAC) for an appointment by Director John Leopold.
- Director Leopold is nominating James Anastas for appointment to the MAC.
- Pursuant to Section 3.2 of the MAC Bylaws the appointment of James Anastas would be eligible for a term that would commence immediately and end December 31, 2014.

III. DISCUSSION

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that replaced the METRO Users Group (MUG), and the Board approved the structure of the new committee. Application Forms were used to solicit interested persons to participate on MAC.

The Board of Directors appointed the individuals that they wanted to serve as members of the MAC. Each member of the Board provided the name of the individual that they wanted to nominate and the Board of Directors then confirmed the individuals. In the past few years there have been vacancies on the MAC that have resulted from the resignations of some Members. A committee such as the MAC is most effective when it is comprised of a full compliment of Members. One of the current vacancies is the position responsible to Director John Leopold.

Director Leopold has indicated that he would like the Board of Directors to consider the nomination of James Anastas to serve as a Member of the MAC. The application of James Anastas is attached to this report.

If approved by the Board of Directors, the term for James Anastas would commence immediately and conclude on December 31, 2014.

IV. FINANCIAL CONSIDERATIONS

Funds to support the membership of James Anastas on the MAC are provided for in the FY 2013 METRO Operating Budget.

V. ATTACHMENTS

Attachment A: MAC Application of James Anastas

Attachment B: MAC Bylaws

Prepared by: Tony Tapiz, Administrative Services Coordinator

Date Prepared: January 7, 2013

Attachment A



RECEIVED
JUL 4 10 2 03
SANTA CRUZ
OFFICE

Application for Nomination For Appointment to the METRO Advisory Committee (MAC)

Name JAMES ANASTAS

Address (with zip code) _____

SANTA CRUZ

Day Time Phone (831)

Email Address (to receive Ag _____)

Do You Ride METRO Fixed Route or ParaCruz service? BOTH

How Often Do You Use the METRO/ParaCruz Service? 5 X WEEKLY

What are Your Particular Transit Interests? EVERYTHING ON THE AGENDA
AND HOW TO MAKE POLICIES WORK

What Do You Think Are The Biggest Challenges For METRO? _____

- FUNDING
- NEGOTIATING GOOD CONTRACTS
- KEEPING ALL ROUTES

What Do You Believe That You will Contribute to MAC and METRO if Appointed? _____

- AN ACTIVE VOICE

What Are The Interests and The Experiences That You Have That Would Make You An Effective Member of The MAC? _____

- BEING A REGULAR PASSENGER

Attachment A

Please Outline Your Availability In Terms Of Meeting Times/Days and Total Time Per Month That You Could Devote To The Activities of the MAC.

ATTENDING ALL MONTHLY MEETINGS

Are You Aware Of Any Conflicts of Interest That Would Prevent You From Serving On The MAC If Appointed?

NO

Date of Application

12/31/12

Signature

Jim Anastas

You may return your completed application to: SCMTD
Attn: Admin Department
110 Vernon Street
Santa Cruz, CA 95060

Or use the **MAC OnLine Application:**

- 1) Go to METRO Online www.scmttd.com
- 2) Hover over "Agency Information" and select "Board of Directors"
- 3) Scroll towards the bottom of the Board page and click on "METRO Advisory Committee"
- 4) Scroll down and click on "[METRO Advisory Committee application](#)"
- 5) Bring your cursor down to the information boxes and click on the "Your E-mail" box to begin
Please fill out all boxes and make a selection from all drop down lists. If you prefer to leave a box blank, please enter none or N/A
- 6) Use the tab key or your mouse to switch to the next information box
- 7) At the end of the form, enter the CAPTCHA code to submit the application
- 8) Your application will be forwarded to the METRO Board of Directors for consideration for available positions (if any) on the METRO Advisory Committee.

If you have any problems, please call METRO at 831-426-6080.

Attachment A

Jim ANASTAS

TRADED MY OLD BUG IN FOR RIDING THE BUS TO DOWNTOWN 4 YEARS AGO, yet, got there in the same 20 minutes as I ALWAYS DID. IT'S A CERTAIN KIND OF FREEDOM, I DISCOVERED. AS A PASSENGER THERE'S NO NEED TO FOCUS ON THE ROAD; FREE TIME, WHO WOULDN'T APPRECIATE THE GIFT OF TIME. EACH DAY AS SOON AS I SAT DOWN I'D QUICKLY ROLDEX MY MIND, BUSILY SEARCHING FOR THE MOST USEFUL PROBLEMS TO SOLVE. ONE DAY I PAUSED LONG ENOUGH TO LISTEN TO THAT LITTLE VOICE IN MY HEAD, "SLOW DOWN, YOU HAVE PLENTY OF TIME." I HAD TO BECOME A PASSENGER ON THE BUS TO LEARN TO SLOW THE CONTINUOUS WAVES OF LITTLE ANXIETIES. TO GAZE TO, SIMPLY, RELAX. IT WAS ON THESE CROWDED BUS TRIPS THAT I LEARNED TO MEDITATE. IF YOU CAN DO IT THERE, YOU CAN MEDITATE ANYPLACE. I'VE SINCE BECOME AN ACTIVE PARTICIPANT IN BUS CULTURE. AND IT WAS ON THE 69 BUS THAT I LEARNED THAT A POLITICIAN NAMED LEOPOLD HAD WEEKLY CONSTITUENT MEETINGS. I DECIDED TO DROP IN ONE NIGHT. SEVERAL MEETINGS DOWN THE ROAD IT BEGAN TO SEEP INTO ME, "I'D LIKE TO GIVE SOMETHING BACK TO SANTA CRUZ CULTURE." ONE WAY I WANT TO DO THIS IS BY SERVING ON THE METRO ADVISORY COMMITTEE.

PS, I'VE TRIMMED MY TRANSPORTATION BUDGET BY 75%.

Jim ANASTAS

Attachment B

Drafted for 9/26/03
Revised for 10/24/03
Revised for 12/19/03
Amended/Adopted 12/19/03
Amended/ Adopted 7/23/04
Amended/Adopted 6/23/06
Amended/Adopted 4/27/07
Amended/Adopted 5/25/07
Amended/Adopted 12/16/11

BYLAWS FOR THE METRO ADVISORY COMMITTEE

Article I **GENERAL PROVISIONS**

§1.1 Purpose

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.2 Construction of Bylaws

As used in these Bylaws, “Committee” means the METRO Advisory Committee. These Bylaws shall govern the Committee’s proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

§1.3 Definitions

- a. As used in these Bylaws, “chair” means the Chair of the Committee.
- b. As used in these Bylaws, “vice chair” means the Vice Chair of the Committee.
- c. As used in these Bylaws “staff” means staff members that are assigned to support the Committee by the METRO Secretary/General Manager.

Attachment B

Article II DUTIES AND AUTHORITY

§2.1 Duties

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board. The Committee may also address issues which members or the public raise with respect to the quantity and quality of services provided by METRO.

§2.2 Limitations on Authority

The sole jurisdiction and authority of the Committee is to serve in an advisory capacity to the Board of Directors. It shall not have any authority to take actions that bind METRO or the Board of Directors with the exception that the Committee may design informational signs to be placed on the inside of buses and that the Committee may design and distribute an informational brochure to increase the public's knowledge of the operation and existence of the Committee. Communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO, with the exception that Members of the Committee shall receive three (3) system-wide day passes for each monthly meeting that they attend, and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

Article III MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 11 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 1 individual to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 4 of the individuals appointed to

Attachment B

the Committee shall be persons with disabilities as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals that have been selected to participate on the ADA Appeals Panel, to participate in the Bus Operator Sensitivity Training, or who are employed by the University of California, Santa Cruz in departments other than the Transportation and Parking Services (TAPS), or in the offices that directly supervise TAPS, shall be exempt from the financial/contracting prohibition for Committee members outlined in this section.

§3.2 Members' Terms

The term of membership of each Committee member shall be two years, commencing with the date of appointment by the METRO Board. Members may be re-appointed for additional terms as approved by the METRO Board of Directors.

§3.3 Absences

If a member accumulates total absences from Committee Meetings of four, without excuse, and two, with excuse, in any twelve-month period, the position shall automatically be declared vacant. In the event of a known absence to an upcoming MAC Meeting it is expected of the MAC Member(s) that they will contact the Santa Cruz Metropolitan Transit District Front Office Administration Staff by telephone as soon as the occurring absence is known and no later than 12:00PM (noon) on the day of the meeting and that failure to make said contact will constitute an unexcused absence unless circumstances restrict such contact. The member of the Board of Directors that nominated such Committee member shall be notified of the vacancy so that they can nominate a successor to be appointed to fill the remainder of that Committee member's term.

§3.4 Vacancies

The member of the Board of Directors who nominated the original member shall nominate a replacement candidate to fill a position on the Committee that is declared vacant. The appointment of the replacement member shall be made by the Board of Directors.

Attachment B

Article IV OFFICERS

§4.1 Chair and Vice Chair

The Committee shall elect from its membership a Chair and a Vice Chair at its first meeting of the calendar year, to serve for a one-year term. The chair shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The Vice Chair shall perform the duties of the Chair when the Chair is absent. In the event of a vacancy in the chair's position, the vice chair shall succeed as chair for the balance of the Chair's term and the Committee shall elect a successor to fill the vacancy in the Vice Chair's position as provided below. In the event of a vacancy in the Vice Chair's position, the Committee shall elect a successor from its membership to fill the Vice Chair's position for the remainder of the vice chair's term.

§4.2 Staff Support

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes, correspondence and other materials. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the Committee shall be held not less than once each calendar quarter, on the third Wednesday of the month that is selected for the meeting. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

The Chair may call a special meeting. The meeting shall be called and noticed as provided in Section 5.3 below.

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§5.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings.

§5.4 Quorum; Vote

The presence of 6 members shall constitute a quorum for the transaction of business. However, when there are vacancies on the Committee the quorum shall be reduced to a majority of the number of Members appointed to the Committee, with the provision that a quorum shall never be less than four (4) Members. All official acts of the Committee shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

§5.5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting the meeting shall be cancelled.

§5.6 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

§5.7 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the Chair, at his or her discretion, permits

Attachment B

further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the Committee Chair shall not be subject to the time limits contained in this section.

§5.8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The Chair may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the Chair may direct the meeting room cleared when deemed necessary to maintain order.

§5.9 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

Article VI

AGENDAS AND MEETING NOTICES

§6.1 Agenda Format

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Oral/Written Communications". The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a

Attachment B

special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the Chair. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chair, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

§6.5 Meeting Notices

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed a written request with METRO for such notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

Attachment B

These Bylaws shall be effective upon approval by the METRO Board of Directors.

§7.2 Committee Process

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: December 16, 2011