

**CONNECT TRANSIT  
BOARD OF TRUSTEES  
PROCEEDINGS OF SEPTEMBER 22, 2015**

The regular meeting of the Board of Trustees of Connect Transit was held at Uptown Station, 4<sup>th</sup> Floor, Room 409, Normal, IL on September 22, 2015 at 4:30 p.m.

TRUSTEES PRESENT:           Mike McCurdy, Vice-Chairman  
                                  Ryan Whitehouse, Secretary  
                                  Jennifer McDade  
                                  John Bowman  
                                  Judy Buchanan  
                                  John Thomas

TRUSTEES ABSENT:           Bill Wilson, Chairman

CITY MANAGERS:

STAFF PRESENT:             Andrew Johnson, General Manager  
                                  Isaac Thorne, Chief Operating Officer  
                                  Julie Phillips, Executive Assistant

The meeting was called to order by the Chairman at 4:30 p.m. Roll call was taken.

**PUBLIC COMMENTS**

None.

**CONSENT AGENDA**

1. Approval of Minutes of Previous Meeting of September 1, 2015 and Executive Session Minutes of July 28, 2015
2. Disbursements for Month of September, 2015
3. Financial Report for Month of August, 2015
4. Capital and Self Insurance Reserve Fund Balances for month of August, 2015
5. Monthly Statistical Report for month of September, 2015
6. 2015 Year to Date Report

Trustees John Bowman and Judy Buchanan questioned several line items within the September, 2015 Disbursements report. All items were addressed by Andrew Johnson, General Manager.

Mark Peterson, Town of Normal Manager arrived at 4:33 p.m.

Andrew Johnson, General Manager requested that Isaac Thorne, Chief Operating Officer review the metrics of the Monthly Statistical Report.

Isaac Thorne, Chief Operating Officer addressed the Board. He provided an overview of the metrics of the report and noted staff has been working on changing and correcting policies that impact the reporting.

Secretary Ryan Whitehouse questioned the need to change policy. Mr. Thorne responded the current policies are not providing accurate information. Andrew Johnson, General Manager added the emphasis is on driver/passenger safety. Tightening policy and procedure eliminates such things as taking a bus out of service for minor problems that do not compromise driver/passenger safety.

Trustee Jennifer McDade suggested tracking the number of times Connect Transit's mobile application, Double Map is downloaded. In addition, she suggested adding the prior month to the year to date report for an additional way to measure for context. Mr. Johnson thanked Ms. McDade and stated the need for such feedback.

There were no other questions or comments.

Motion by Trustee Judy Buchanan, Seconded by Trustee John Bowman that the Consent Agenda be approved.

AYE: All

NAY: None

Motion carried.

## **OLD BUSINESS**

None.

## **NEW BUSINESS**

### Recommendation for Bus Stop Shelters IFB 15-13

Andrew Johnson, General Manager introduced this item. A bus stop shelter design has been selected. This recommendation is to authorize a five (5) year contract to install twenty-five (25) shelters. He requested that Isaac Thorne, Chief Operations Officer explain the project.

Mr. Thorne addressed the Board. Three (3) proposals for this project had been received. Nineteen (19) stops have been identified in the Town of Normal and eleven (11) stops in Bloomington where shelters will be installed. The Town of Normal would provide Community Development Block Grant monies for a portion of the shelters installed in Normal. Eleven (11) shelters installed within the City of Bloomington would come from Connect Transit's funds. The goal is to have concrete pads poured in October, which would allow for a minimum of ten (10) shelters to be installed by December. The top ten (10) most frequently used stops within the two (2)

communities would receive shelters first. Kyle Boehm, Connect Transit's Planner was identifying those locations.

Mark Peterson, Town of Normal Manager questioned the installation of the shelters and whether there would be graphics on them. Mr. Thorne responded the shelters are pre-fabricated and would be installed in-house by Connect Transit staff. There would not be graphics on the shelters themselves but there would be bus stop signs right outside of each shelter.

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade that the a five (5) year firm fixed price contract with Brasco International in an amount not to exceed \$563,125.00 be approved and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

## **BUS STOP SHELTERS IFB 15-13 AGREEMENT**

THIS AGREEMENT is made as of the 2<sup>nd</sup> day of October, 2015, by and between Connect Transit and Brasco International ("Contractor").

WHEREAS, Connect Transit desires to purchase bus stop shelters and has issued an Invitation For Bid dated June 29, 2015, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written Cost Bid dated September 11, 2015, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide services to Connect Transit in accordance with the terms and conditions of this Agreement. CONTRACTOR and the Connect Transit agree to the aforementioned purchase pursuant to Connect Transit's Request for Proposal documents, CONTRACTOR'S Proposal documents, to include the Connect Transit's Request for Proposal Scope and Terms, Addendums, Warranties, (as amended by written Change Orders and Approved Equals and Exceptions), all other Contractual Provisions including the Connect Transit's Contractual Provisions, that are made a part of this Agreement to Purchase. CONTRACTOR also agrees to comply with all terms and conditions prescribed for third party contracts, which are referred to in the financial assistance agreements between Connect Transit and the United States Department of Transportation, and between Connect Transit and the Illinois Department of Transportation, which made part of this Agreement to Purchase.

**2. SCOPE OF WORK**

The CONTRACTOR shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

Contractor will provide a minimum of 25 bus shelters and a maximum of 75. The Contractor will provide the following bus shelter sizes:

5' x 8'

5' x 10'

5' x 15'

**3. TERM OF AGREEMENT**

The term of this Agreement will be for 5 years, ending on October 1, 2020, as a firm-fixed price contract commencing upon Connect Transit's issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish Connect Transit with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

**4. CONFIDENTIALITY**

Any Connect Transit materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of Connect Transit's General Manager.

**5. CHANGES**

Connect Transit may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 3.3 of the RFP. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in adjustment in the amount of compensation specified herein, or identifies any Connect Transit conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise Connect Transit immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to Connect Transit prior to the time that CONTRACTOR performs work of services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of

such changes. Failure to provide written notice and receive Connect Transit approval for extra work prior to performing extra work may, at Connect Transit's sole discretion, result in nonpayment of the invoices reflecting such work.

**6. CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to Connect Transit of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is Connect Transit's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by Connect Transit, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given Connect Transit due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by Connect Transit, such notice shall be given to Connect Transit prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by Connect Transit, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

**7. DISADVANTAGED BUSINESS ENTERPRISES**

Connect Transit as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of Connect Transit to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can complete fairly for contracts and subcontracts relating to Connect Transit's construction, procurement, and professional services activities. To this end, Connect Transit has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and complete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with Connect Transit in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with Connect Transit, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

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

**8. EQUAL EMPLOYMENT OPPURTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in Federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**9. CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of Connect Transit is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and Connect Transit. During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under Connect Transit’s Conflict of Interest Policy during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of Connect Transit may act as an agent for, or otherwise represent the CONTRACTOR by making formal or informal appearance, or any oral or written communication, before Connect Transit, or any Officer or employee of Connect Transit, for a period of twelve months after leaving office or employment with Connect Transit if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or contract.

**10. PROHIBITED INTEREST**

No member, officer, or employee of Connect Transit during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or Contractor by making a formal or informal appearance of Connect Transit, for a period of one year after leaving office or employment with Connect Transit if appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, or an award of a Contract.

**11. RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR shall indemnify, keep and save harmless Connect Transit, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against Connect Transit or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

**12. INSURANCE**

The insurance requirement specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverage subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage's with the appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from Connect Transit. Prior to beginning work under this contract, CONTRACTOR shall provide Connect Transit with satisfactory evidence of compliance with the insurance requirements of this section.

**A. TYPES OF INSURANCE**

1. Worker's Compensation and Employer's Liability Insurance

Part A	Statutory
Part B – Employers Liability	\$1,000,000
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

**Insurer shall agree to waive all subrogation rights against Connect Transit, its officers, officials, and employees for losses arising from work performed by the Contractor.**

2. Commercial General Liability Insurance

Either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

**Insurer shall agree to waive all subrogation rights against Connect Transit, its officers, officials, and employees for losses arising from work performed by the Contractor.**

**B. Evidence Of Insurance**

**All Coverage's** - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Procurement Director of the Connect with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Connect's Procurement Director.

**C. General Provisions**

1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Connect's Procurement Director.

2. Acceptable Insurers

All policies will be issued by insurers acceptable to Connect (generally with a Best's Rating of A- 10 or better).

3. Self-insurance

Upon evidence of financial capacity satisfactory to the Connect and CONTRACTOR's agreement to waive subrogation against the Connect

respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. **Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the Connect property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**13. COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2 of this Agreement, in accordance with the cost information provided in its Cost Proposal included in Attachment I, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the CONTRACTOR.

**14. MANNER OF PAYMENT**

Connect shall pay the detailed invoices with a company check. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Attachment I, as agreed upon. Connect will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the Connect Transit at 351 Wylie Drive, Normal, IL 61761.

**15. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the Connect. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

**16. ASSIGNMENT**

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the Connect.

**17. CONNECT WARRANTIES**

The Connect makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**18. CONNECT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of Connect, Connect's Procurement Director or such person or persons as they shall designate in writing from time to time, shall represent and act for Connect.

**19. TERMINATION**

Connect shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR as outlined in Section 5.11 "Termination". Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.



**24. RIGHTS AND REMEDIES OF CONNECT TRANSIT**

The rights and remedies of the Connect Transit provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**25. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**Connect Transit**

**“Contractor”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andrew Johnson

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

Title: General Manager

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

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

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

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

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

Recommendation for ADA Paratransit Eligibility RFP 15-11

Andrew Johnson, General Manager introduced this item. Connect Transit provides complimentary Demand Response service to those who qualify as required by law by the American with Disabilities Act, (ADA). This service is the most expensive service provided by Connect Transit and the demand is growing. This project will ensure that those who need the service are using the service and those who do not need the service are not using it. Staff has been reviewing the procedure to determine eligibility and have been working with area organizations for possible partnership opportunities to provide expert services to ensure eligibility.

Isaac Thorne, Chief Operating Officer addressed the Board. Only one (1) response was received for the Request for Proposals (RFP). Life Center for Independent Living, (LifeCil) is very familiar with the disabled community and ADA.

There are three (3) components to the work that will be performed by LifeCil. These components are to accept, review and determine eligibility for new applications within the twenty-one (21) ADA requirement, review Connect Mobility's existing riders to ensure eligibility and train those that are not eligible on how to ride Connect Transit's fixed route buses.

Trustee Judy Buchanan questioned if it was standard procedure for transit agencies to outsource ADA eligibility determination. Mr. Thorne affirmed. The eligibility for Connect Transit's Mobility users would be determined by LifeCil per ADA law. Any person who is determined to be ineligible would have the ability to protest that determination, also within ADA law.

Trustee Jennifer McDade questioned the responsibility to inform current and future Connect Mobility users about the eligibility process and program. Mr. Thorne responded it would be a shared responsibility between Connect Transit staff and LifeCil.

Motion by Trustee John Thomas, Seconded by Trustee Judy Buchanan that a three (3) year firm fixed price contract with LIFE Center for Independent Living in an amount to not exceed \$257,837.00. be approved and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

## **ADA Paratransit Eligibility RFP 15-11 AGREEMENT**

THIS AGREEMENT is made as of the 24<sup>th</sup> day of September, 2015, by and between Connect Transit and LIFE Center for Independent Living ("Contractor").

WHEREAS, Connect Transit desires to purchase professional services for ADA Paratransit Eligibility and has issued a Request for Proposals dated July 10, 2015, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written Cost Proposal dated September 15, 2015, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### **1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide services to Connect Transit in accordance with the terms and conditions of this Agreement. CONTRACTOR and the Connect Transit agree to the aforementioned purchase pursuant to Connect Transit's Request for Proposal documents, CONTRACTOR'S Proposal documents, to include the Connect Transit's Request for Proposal Scope and Terms, Addendums, Warranties, (as amended by written Change Orders and Approved Equals and Exceptions), all other

Contractual Provisions including the Connect Transit's Contractual Provisions, that are made a part of this Agreement to Purchase. CONTRACTOR also agrees to comply with all terms and conditions prescribed for third party contracts, which are referred to in the financial assistance agreements between Connect Transit and the United States Department of Transportation, and between Connect Transit and the Illinois Department of Transportation, which made part of this Agreement to Purchase.

## **2. SCOPE OF WORK**

The CONTRACTOR shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

## **3. TERM OF AGREEMENT**

The term of this Agreement will be for 3 years, ending on September 23, 2018, as a firm-fixed price contract commencing upon Connect Transit's issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish Connect Transit with all the materials and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

## **4. CONFIDENTIALITY**

Any Connect Transit materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of Connect Transit's General Manager.

## **5. CHANGES**

Connect Transit may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 3.3 of the RFP. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in adjustment in the amount of compensation specified herein, or identifies any Connect Transit conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise Connect Transit immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to Connect Transit prior to the time that CONTRACTOR performs work of

services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive Connect Transit approval for extra work prior to performing extra work may, at Connect Transit's sole discretion, result in nonpayment of the invoices reflecting such work.

## **6. CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to Connect Transit of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is Connect Transit's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by Connect Transit, or failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given Connect Transit due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by Connect Transit, such notice shall be given to Connect Transit prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by Connect Transit, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

## **7. DISADVANTAGED BUSINESS ENTERPRISES**

Connect Transit as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of Connect Transit to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can complete fairly for contracts and subcontracts relating to Connect Transit's construction, procurement, and professional services activities. To this end, Connect Transit has developed procedures to remove barriers to DBE participation in the proposal and award process and to assist DBE's to develop and

complete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with Connect Transit in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with Connect Transit, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

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

#### **8. EQUAL EMPLOYMENT OPPURTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in Federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### **9. CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of Connect Transit is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and Connect Transit. During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under Connect Transit’s Conflict of Interest Policy during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

No person previously in the position of Director, Officer, employee or agent of Connect Transit may act as an agent for, or otherwise represent the CONTRACTOR by making formal or informal appearance, or any oral or written communication, before Connect Transit, or any Officer or employee of Connect Transit, for a period of twelve months

after leaving office or employment with Connect Transit if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or contract.

#### **10. PROHIBITED INTEREST**

No member, officer, or employee of Connect Transit during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Proposer or Contractor by making a formal or informal appearance of Connect Transit, for a period of one year after leaving office or employment with Connect Transit if appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, or an award of a Contract.

#### **11. RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR shall indemnify, keep and save harmless Connect Transit, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against Connect Transit or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

#### **12. INSURANCE**

The insurance requirement specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverage subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage's with the appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from Connect Transit. Prior to beginning work under this contract, CONTRACTOR shall provide

Connect Transit with satisfactory evidence of compliance with the insurance requirements of this section.

**B. TYPES OF INSURANCE**

3. Worker's Compensation and Employer's Liability Insurance

Part A	Statutory
Part B – Employers Liability	\$1,000,000
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

**Insurer shall agree to waive all subrogation rights against Connect Transit, its officers, officials, and employees for losses arising from work performed by the Contractor.**

4. Commercial General Liability Insurance

Either singly or in combination with Excess or Umbrella Liability Insurance policy covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

**Insurer shall agree to waive all subrogation rights against Connect Transit, its officers, officials, and employees for losses arising from work performed by the Contractor.**

**D. Evidence Of Insurance**

**All Coverage's** - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Procurement Director of the Connect with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Connect's Procurement Director.

**E. General Provisions**

5. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Connect's Procurement Director.

6. Acceptable Insurers

All policies will be issued by insurers acceptable to Connect (generally with a Best's Rating of A- 10 or better).

7. Self-insurance

Upon evidence of financial capacity satisfactory to the Connect and CONTRACTOR's agreement to waive subrogation against the Connect respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

8. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the Connect property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**13. COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2 of this Agreement, in accordance with the cost information provided in its Cost Proposal included in Attachment I, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the CONTRACTOR.

**14. MANNER OF PAYMENT**

Connect shall pay the detailed invoices with a company check. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Attachment I, as agreed upon. Connect will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the Connect Transit at 351 Wylie Drive, Normal, IL 61761.

**15. CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the Connect. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

**16. ASSIGNMENT**

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the Connect.

**17. CONNECT WARRANTIES**

The Connect makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**18. CONNECT REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of Connect, Connect's Procurement Director or such person or persons as they shall designate in writing from time to time, shall represent and act for Connect.

**19. TERMINATION**

Connect shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR as outlined in Section 5.11 "Termination". Upon receipt of



**24. RIGHTS AND REMEDIES OF CONNECT TRANSIT**

The rights and remedies of the Connect Transit provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**25. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**Connect Transit**

**“Contractor”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Andrew Johnson

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

Title: General Manager

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

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

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

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

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

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

**GENERAL MANAGER’S REPORT**

Andrew Johnson, General Manager addressed the Board. Connect Transit’s new bus stop signs would be installed this week and an engagement campaign to inform the public would begin simultaneously. The conversion to the fixed stop system would not begin immediately. All of the new fixed stop signs would be in place, and time would be taken to allow customers and Bus Operator staff to adjust to the new system. All staff would be trained concerning ADA requirements and the fixed stop system.

Mr. Johnson stated the sales tax vote by the Bloomington City Council was approved; however no funds were earmarked for public transit. Connect Transit received good feedback and positive comments regarding Connect Transit and the need for local funding. Connect Transit has raised the image of the community’s public transit system. Connect Transit would continue to work with the Council members and the Mayor to encourage dedicated local funding.

Mr. Johnson stated the Illinois Public Transportation Association's (IPTA) fall conference hosted by Connect Transit went very well. There were many learning opportunities. He thanked Connect Transit staff for all of their hard work to pull off a successful event. He thanked Melissa Chrisman, Business Development and Marketing Manager for all of her hard work coordinating the event. Many IPTA fall conference attendees commented that this was the best IPTA fall conference that has been held.

Mr. Johnson informed the Board that many Connect Transit staff members and some Board members would be attending the American Public Transportation Association's (APTA) annual conference in San Francisco to accept the APTA Best System and AdWheel awards. A luncheon would be held upon their return at Illinois State University's Hancock Stadium on October 13, 2015 at 11:30 a.m. The CEO of APTA and Representative Darren LaHood would be in attendance to announce and celebrate Connect Transit's awards.

### **TRUSTEE'S COMMENTS**

Town of Normal Manager Mark Peterson stated that the Town of Normal would be discussing and he believed, reaffirming its commitment to allocate funds dedicated to Connect Transit in the Fiscal Year 2016/2017 budget, which is effective April 1, 2016. He encouraged Connect Transit staff and Board to continue to engage the City of Bloomington in its advocacy efforts for dedicated local funding.

Trustee John Bowman complimented Connect Transit staff for a successful IPTA fall conference and also for winning the Illinois State University's CommUniversity Spirit Award. Andrew Johnson, General Manager thanked Trustee Bowman for reminding him; he had forgotten to mention the Spirit Award. Mr. Johnson made a special commendation to Connect Transit's Maintenance staff member, Jason Garmon for building the photo booth for Connect Transit's CommUniversity display.

Trustee John Bowman noted that he was pleased to learn that some of Connect Transit's unionized staff would be in attendance at the APTA annual conference to accept the Best System and AdWheel awards. Mr. Johnson echoed Trustee Bowman and stated that winning these awards were the result of a team effort of all Connect Transit's staff.

Vice Chairman Mike McCurdy echoed Trustee Bowman and congratulated Connect Transit and its staff for all of their hard work.

### **ADJOURNMENT**

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade to adjourn to Executive Session.

AYE: All

NAY: None

Motion carried.

Time: 5:18 p.m.

Motion by Trustee Judy Buchanan, seconded by Trustee John Thomas to return to Regular Session.

Time: 6:41 p.m.

AYE: All

NAY: None

Motion carried.

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Ryan Whitehouse, Secretary