

**CONNECT TRANSIT  
BOARD OF TRUSTEES  
PROCEEDINGS OF OCTOBER 27, 2015**

The regular meeting of the Board of Trustees of Connect Transit was held at the Connect Transit Board Room #135, 351 Wylie Drive, Normal, Illinois 61761 on October 27, 2015 at 4:30 p.m.

TRUSTEES PRESENT:           Mike McCurdy, Vice-Chairman  
  Jennifer McDade  
  Judy Buchanan  
  John Thomas

TRUSTEES ABSENT:           Bill Wilson, Chairman  
  Ryan Whitehouse, Secretary  
  John Bowman

CITY MANAGERS:

STAFF PRESENT:             Andrew Johnson, General Manager  
  Julie Phillips, Executive Assistant

The meeting was called to order by the Vice Chairman at 4:33p.m. Roll call was taken.

Remote participation. Request to participate via telephone by Trustee John Bowman due to travel on work related business.

Vice Chairman Mike McCurdy stated that Trustee John Bowman had requested to participate in the evening's meeting remotely due to being away on work related business. Chairman Bill Wilson had subsequently requested to participate remotely due to illness. He noted a quorum present and requested a motion to allow remote participation by Chairman Bill Wilson and Trustee John Bowman.

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade to allow remote participation at the October 27, 2015 Regular Board meeting by Chairman Bill Wilson and Trustee John Bowman.

AYE: All

NAY: None

Motion carried.

Chairman Bill Wilson and Trustee John Bowman were telephone conferenced in to the October 27, 2015 Board meeting.

City of Bloomington City Manager, David Hales and Town of Normal Manager, Mark Peterson arrived at 4:36 p.m.

## **PUBLIC COMMENTS**

Patricia Marton addressed the Board. She stated that she likes the new buses, they're comfortable and easier to get on and off since there are no steps to climb. She complimented the drivers for their good service. She noted that East Washington Street near State Street is becoming more difficult and with the new fixed stop locations the bus stop is even further away from her home and she will be required to walk additional blocks. She requested that the Board and Connect Transit staff reconsider the bus stop location in this area.

Marilyn Evans addressed the Board. She stated that she had attended the most recent listening session on the Comprehensive Operational Analysis. It was very informative. She stated that she had heard on the local radio station WJBC that Connect Transit had experienced a decrease in ridership. She questioned the decrease in ridership.

Vice Chairman McCurdy thanked Ms. Marton and Ms. Evans for their comments. He stated that ridership would be addressed later in the meeting.

## **CONSENT AGENDA**

1. Approval of Minutes of Previous Meeting of September 22, 2015 and Executive Session of September 1, 2015
2. Disbursements for Month of October, 2015
3. Financial Report for Month of September, 2015
4. Capital and Self Insurance Reserve Fund Balances for month of September, 2015
5. FY 2016 First Quarter Ridership Data and Trends
6. Monthly Statistical Report for month of September, 2015

Trustee Jennifer McDade requested Andrew Johnson, General Manager address the ridership question posed during the Public Comments.

Andrew Johnson, General Manager addressed the Board. He stated an updated story would be coming from the local radio station WJBC. There has been a national trend of reduced ridership due to lower gas prices, etc. Additionally, there have been local factors impacting ridership such as on time performance due to the Market Street Bridge repairs and an inefficient route structure. The Comprehensive Operational Analysis has been considering ways to improve efficiency and on-time performance. Listening Sessions are being held to garner public input regarding same.

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade that the Consent Agenda be approved.

AYE: All

NAY: None

Motion carried.

## **OLD BUSINESS**

None.

## **NEW BUSINESS**

Andrew Johnson, General Manager requested that items G2., Recommendation for Snow Removal Services IFB 15-15 and G3., Recommendation for Snow Plowing Services IFB 15-14 be considered first as Isaac Thorne, Chief Operations Officer needed to leave the meeting early.

Recommendation for Snow Removal Services IFB 15-15

### **Snow Removal Services IFB 15-15**

#### **AGREEMENT**

THIS AGREEMENT is made as of the 1<sup>st</sup> day of November, 2015, by and between Connect Transit and Bellas Landscaping.

WHEREAS, Connect Transit desires to purchase professional services for Snow Removal Services of Sidewalks and Walkways and has issued an Invitation for Bid dated September 9, 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 October 9, 2015, a copy of which is attached and incorporated as Attachment N.

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 Invitation for bid documents, CONTRACTOR'S Proposal documents, to include the Connect Transit's Invitation for Bid 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 November 1, 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 of the IFB. 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 Specialist of 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

Connect's Procurement Specialist.

**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 Connect's Procurement Specialist.

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.

**16. 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 N, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the CONTRACTOR.

**17. 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 N, 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.

**18. 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.



Normal, IL 61761

If to the CONTRACTOR: Attn: \_\_\_\_\_  
\_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**25. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

**26. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of Illinois.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the Connect Transit.

**27. 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.

**28. 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: \_\_\_\_\_

**ATTACHMENT N**

**Cost Proposal**

**Snow Removal Services  
(must be filled out on provided sheet)**

Connect Transit will award based on Total Snow Removal Services Cost.

Project Position	Year 1 (Flat Fee)	Year 2 (Flat Fee)	Year 3 (Flat Fee)
2-6 Inches of Snow Removal	\$ 135 -	\$ 135 -	\$ 135 -
6-10 Inches of Snow Removal	\$ 200 -	\$ 200 -	\$ 200 -
10+ Inches of Snow Removal	\$ 270 -	\$ 270 -	\$ 270 -
<b>Total Snow Removal Services Cost</b>	\$ 605 -	\$ 605 -	\$ 605 -
<b>Additional Costs</b>			
Hourly Labor Cost	\$ 45.00		
Salt Cost Per Ton	\$ 120.00		

**Emergency Services Flat Fee**

\$75.00

**Salting and Deicing Flat Fee**

\$160.00

Isaac Thorne, Chief Operations Officer addressed the Board. He advised snow removal and snow plowing services had been bid as one (1) service in years past. In an effort to attract more Disadvantaged Business Enterprises, (DBE) Connect Transit separated the two (2) services. Although there was a response from a DBE, it was not the lowest bid. Separating the two (2) services did not attract the DBE's as hoped, the economic impact to Connect Transit was favorable due to the way the projects were structured; the costs for the services are better than in previous years.

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade that a three (3) year flat fee service agreement with Bellas Landscaping be approved and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

Recommendation for Snow Plowing Services IFB 15-14

## **Snow Plowing Services IFB 15-14**

### **AGREEMENT**

THIS AGREEMENT is made as of the 1<sup>st</sup> day of November, 2015, by and between Connect Transit and Bellas Landscaping.

WHEREAS, Connect Transit desires to purchase professional services for Snow Plowing Services of Parking lots and Paved and has issued an Invitation for Bid dated September 9, 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 October 9 , 2015, a copy of which is attached and incorporated as Attachment N.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### **13. 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 Invitation for bid documents, CONTRACTOR'S Proposal documents, to include the Connect Transit's

Invitation for Bid 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.

#### **14. 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.

#### **15. TERM OF AGREEMENT**

The term of this Agreement will be for 3 years, ending on November 1, 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.

#### **16. 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.

#### **17. 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 of the IFB. 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.

#### **18. 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.

#### **19. 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.

**20. 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.

**21. CONFLICT OF INTEREST**

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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.

**22. 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.

**23. 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.

**24. 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 Specialist of 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 Connect's Procurement Specialist.

**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 Specialist.

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.

**29. 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 N, which shall include all labor, materials, profit, overhead, insurance, and other costs and expenses incurred by the CONTRACTOR.

**30. 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 N, 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.

**31. 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.

**32. 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.

**33. CONNECT WARRANTIES**

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

**34. 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.

**35. TERMINATION**

Connect shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR as outlined in Section 5.20 "Termination". Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

In the event of any termination, Connect Transit shall pay the agreed rate only for services delivered up to the date of termination. Connect Transit has no obligation to Proposer or firm, of any kind, after the date of termination. Proposer or firm shall deliver all records, equipment, and materials to Connect Transit within five (5) working days of the date of termination.

**36. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the Connect or other authorized representatives as outlined in Section 5.5 "Access to Records", to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the Connect makes final payment under this Agreement.

**37. NOTICES**

All communications relating to the day to day activities of the services shall be







Motion by Trustee John Thomas, Seconded by Trustee Jennifer McDade that a three (3) year flat fee service agreement with Bellas Landscaping be approved and the General Manager be authorized to execute the necessary documents.

AYE: All

NAY: None

Motion carried.

#### Presentation of FY 2015 Audit – CliftonLarsonAllen

Hope Wheeler, CliftonLarsonAllen provided an overview of the FY 2015 Audit and a slideshow.

(Slideshow Presentation on File at Connect Transit)

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade that the audit be received.

AYE: All

NAY: None

Motion carried.

#### Annual Performance Review and Compensation for the General Manager

Vice Chairman Mike McCurdy introduced this item. He stated the Board had met in Executive Session at its September 27, 2015 Board meeting to discuss the performance and accomplishments of Andrew Johnson, General Manager over the previous year. The Board was prepared to make a recommendation.

Motion by Trustee Judy Buchanan, Seconded by Trustee Jennifer McDade that Andrew Johnson, General Manager receive a 3.5% increase to his base salary, increasing annual compensation to \$136,620, retroactive to August 8<sup>th</sup> and a \$7,500 one-time bonus, not added to the base salary.

AYE: All

NAY: None

Motion carried.

### **GENERAL MANAGER'S REPORT**

Andrew Johnson, General Manager addressed the Board. Connect Transit has received its close out notice from the Federal Transit Administration (FTA) closing out the Triennial Review. There

was one (1) minor finding which has been addressed. The FTA is satisfied with Connect Transit's resolution to the finding.

Mr. Johnson noted the Board Room remodel is complete including new furniture. He thanked the Board for their patience during the process.

A press release has been put out notifying the public that November 9, 2015 would be when Connect Transit's fixed route system would switch from a flag stop system to fixed stop system. Connect Transit staff is continuing its outreach efforts to ensure that everyone is fully aware of the new fixed stop system and when it will become active.

Mr. Johnson informed the Board concrete pouring for shelter pads would begin in the next couple of weeks. Shelters would be installed through December. Currently there are nine (9) locations set. Additional pads and shelters would be installed in the spring.

Mr. Johnson stated there have been several listening sessions for the Comprehensive Operational Analysis, (COA). Additional public outreach will be held. The COA Consultants are taking into consideration the feedback received. He would forward the feedback notes that the Consultant has received to the Board.

The issue of sidewalk snow removal was discussed. It was noted that snow removal enforcement is a universal problem for both municipalities. Trustee Judy Buchanan questioned if snow complaints were logged. Mr. Johnson responded that currently they were not, but staff would research a procedure for logging customer and driver calls concerning locations where snow inhibits getting on and off the bus.

Mr. Johnson stated community outreach regarding the COA would continue.

He informed the Board that the TIGER Grant awards were announced the previous day. Connect Transit was not awarded any TIGER Grant funds. Only one (1) project and one (1) joint project in the State of Illinois were awarded TIGER Grant funds. To put in perspective, there were \$500 million in available grant funds and \$9.8 billion in applications. Mr. Johnson believed that Connect Transit's application and project were strong, but much stronger projects were selected.

Mr. Johnson informed the Board that Connect Transit staff and some Board members were in San Francisco to accept the American Public Transportation Association (APTA) Best System award. It was an amazing sight. There were 1200 people in the room to stand up and applaud Connect Transit's award.

Trustee John Thomas stated he had also attended the APTA conference and was present when Connect Transit was awarded the Ad Wheel award. Mr. Johnson thanked Trustee Thomas for reminding him. Connect Transit won an Ad Wheel award for its radio ad.

Mr. Johnson stated there were a couple of personnel items to note. The Board will be provided with a new organizational chart in the very near future. An H.R. Generalist has been hired, his name is Frank Butcher. A Data Specialist has been hired to assist with data platforms, John Spratt,

was selected for the position. He is a former dispatcher. In addition, the Procurement Manager position has been tentatively filled.

Mr. Johnson provided the Board with a legislative update.

Mr. Johnson stated that a Strategic Planning Session would be held on November 7, 2015.

The Board discussed and confirmed the November 24, 2015 Regular Board meeting.

#### Strategic Plan Update - October 2015

Mr. Johnson provided the Board with an overview of the Strategic Plan Update.

### **TRUSTEE'S COMMENTS**

Vice Chairman Mike McCurdy noted that Pat Kuebrich, Finance Director has offered to conduct a *Finance 101* for the Board. The Board discussed and the information would be provided to them during the November 7, 2015 Strategic Planning Session.

### **ADJOURNMENT**

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

AYE: All

NAY: None.

Motion carried.

Time: 5:57 p.m.

Motion by Trustee Judy Buchanan, seconded by Trustee Jennifer McDade that no Executive Session Minutes be released at this time.

Motion by Trustee Jennifer McDade, seconded by Trustee Judy Buchanan to return to Regular Session and adjourn.

Time: 6:06 p.m.

AYE: All

NAY: None.

Motion carried.

Mike McCurdy, Vice Chairman