

RESOLUTION NO. 2001 - 120

AUTHORIZING THE USE OF WORK ACCESS FUNDS TO SUPPORT THE BEACHWOOD TRANSPORTATION MANAGEMENT ORGANIZATION SUPPLEMENTAL SERVICES WHERE REGULAR BUSES ARE UNAVAILABLE. FUNDS WILL BE EXPENDED FROM DEPARTMENT 54, OPERATIONS PLANNING'S GENERAL FUND BUDGET.

WHEREAS, the Beachwood Chamber of Commerce, NOACA and GCRTA have created the Beachwood Transportation Management Organization; and

WHEREAS, the Inter Agency Transportation Working Group has designated this project for funding as an effective means to connect entry level workers with good jobs and has committed its support from Work Access funds; and

WHEREAS, the BTMO has agreed to coordinate services to supplement services that the GCRTA operates with special services for member employers when GCRTA regular services are not operated: and,

WHEREAS, the Greater Cleveland Regional Transit Authority (GCRTA) was established to provide public transportation services within Cuyahoga County, and

WHEREAS, the organizational mission of both the BTMO and the Greater Cleveland Regional Transit Authority is to serve the employers and provide solutions to the transportation problem through continuous collaboration between the agencies increasing GCRTA ridership; and

WHEREAS, the BTMO and the Authority have been successfully collaborating and have demonstrated the ability to successfully solve these transportation problems and now need to renew their agreement; and,

WHEREAS, Federal, State and Local funds have been made available and will continue to be made available to support the Welfare to Work Initiative, NOACA, member Employers, the City of Beachwood, and others augment this support; and

WHEREAS, the General Manager of the Greater Cleveland Regional Transit Authority deems the transportation agreement with the BTMO, to continue to be in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to enter into an agreement with the BTMO through June 30, 2002.

Section 2. That the General Manager of the Greater Cleveland Regional Transit Authority is hereby authorized to accept funds from the Federal Transit Administration, State of Ohio, Cuyahoga County, the Growth Association, and any other source identified to continue the program in cooperation with the BTMO.

Section 3. That not more than one half (1/2) of the value of the monthly express passes sold to new riders on the BTMO service may be used to pay fuel and maintenance expenses for the BTMO van.

Section 4. That the BTMO be leased a van for a dollar a year to provide the service it supplies.

Section 5. That said contract shall be binding upon and an obligation of the Authority contingent upon appropriation for the current and future contract years and upon compliance by the contractor to the Specification and Addenda, if any: the Affirmative Action Plan adopted by the Board of Trustees in Resolution 2001-064; bonding and insurance requirements and all applicable laws relating to the contractual obligations of the Authority.

Section 6. That this resolution shall become effective immediately upon its adoption.

Adopted: August 21, 2001

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

**AGREEMENT  
FOR  
VAN RIDE SERVICES**

THIS AGREEMENT has been made by the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY (“GCRTA”) and the BEACHWOOD TRANSPORTATION MANAGEMENT ORGANIZATION (“BTMO”).

1. The circumstances of this Agreement are these:

a. The **GCRTA** is a regional transit authority organized and operating pursuant to Section 306.30 et seq. of the Ohio Revised Code. As such it is a political subdivision of the State of Ohio. GCRTA provides mass transportation services to the people of Cuyahoga County.

b. The **BTMO** is an Ohio nonprofit corporation which provides transportation services to businesses in Beachwood, Ohio.

c. Many low income, inner city residents are employed by the businesses in Beachwood, Ohio and many could fill current vacancies. However, they are encountering transportation barriers for those jobs because they do not have personal transportation and GCRTA’s regular route service has limited services to the business locations or serves the locations at times which do not match work schedules. The BTMO

wishes to improve accessibility and mobility and to work to generate joint public/private sector approaches to solving transportation problems.

d. R. C. 5501.031 authorizes and directs the **DEPARTMENT OF TRANSPORTATION OF THE STATE OF OHIO (“ODOT”)** to encourage and promote the establishment of the vanpool programs. Pursuant thereto, ODOT has entered into Agreement No. 78605, the **Rideshare Agreement (“Rideshare”)** with the **NORTHEAST OHIO AREAWIDE COORDINATING AGENCY (“NOACA”)**. Under it, Rideshare is to promote and to assist in the formation of vanpools within GCRTA’s service area.

e. GCRTA wishes to support inner city and low income residents with service to and from job sites and to and from fixed route stops in the suburbs through van reserved rides which are formed by the BTMO and Rideshare and are operated under the Rideshare Agreement.

f. The BTMO is willing to work with Rideshare in forming and administering vanpools on the following terms and conditions.

2. The BTMO will use its best efforts to form van services for inner city and low income residents through Rideshare. In so doing, the BTMO shall fulfill the following responsibilities:

a. by the 5th day of each month, report to GCRTA the ridership for the van and the mileage for the van during the preceding month;

b. use its best efforts to obtain employer and other contributions to cover the cost of vanpool operations;

c. require that each individual using the vanpool purchase a GCRTA Express monthly pass and that employers participate in tax sheltered payroll pass distribution programs;

d. submit a roster of vanpool participants and a completed vehicle condition report monthly to GCRTA

e. enter into and pay for a Full Maintenance agreement for the vanpool vans with GCRTA

f. comply with the Federal Transit Administration Drug and Alcohol regulations as set forth in 49 CFR Parts 40, 653 and 654.

g. Assure that routes and times operated do not parallel any services provided by the GCRTA

3. The GCRTA will provide van(s) for usage by the BTMO provided said van(s) are used exclusively for the purpose herein and the BTMO complies with all other applicable contractual and legal obligations for said usage, including a separate agreement for the provision of van(s).

4. It is a condition of this Agreement that BTMO will maintain insurance in an amount not less than \$5,000,000 per occurrence against liability in any way arising out of any use of the vans in the vanpool operations. It is a further condition of this Agreement that GCRTA be expressly named as an additional insured under all such insurance. All such insurance policies will provide that thirty (30) days prior written notice must be given to GCRTA before such policy is altered or canceled. In order to evidence that these conditions are being met, the BTMO will, on request, obtain and furnish GCRTA with copies of all insurance policies and with certificates of insurance thereunder.

5. BTMO will indemnify, defend, and hold harmless GCRTA, its directors, officers, counsel and employees, from and against all claims, demands, liabilities, judgments, losses, damages, costs and expenses, joint or several (including attorneys' fees) that GCRTA or any such indemnified party may incur arising under or by reason of this Agreement or any act hereunder or with respect hereto or thereto, including, but not limited to, any unauthorized use of the vans by any driver thereof BTMO will implement, to the reasonable satisfaction of the GCRTA, such rules, regulations and guidelines with the vanpool drivers so as to assure only authorized use of the vans.

6. The GCRTA's goal in entering into this Agreement is the provision of cost effective service to and from job sites for inner city residents. If the van service fails to meet this objective for two consecutive months, the GCRTA reserves the right to notify the BTMO that GCRTA will discontinue the funding of the van service and provision of vans if the objective is not achieved during the subsequent month. However, if the GCRTA determines that extenuating circumstances exist then the GCRTA may elect to continue funding the van service for up to two (2) additional months. The GCRTA reserves the right to cancel this agreement if it determines that there is a more cost effective alternative to accomplishing these goals.

7. The GCRTA will provide fuel and maintenance cost reimbursement for the van which it provides. Cost reimbursement will be funded by Work Access funds and/or offset by GCRTA Express passes distributed through the GCRTA Commuter Advantage Program. Expenses for insurance, operators and management will be funded from Work Access funds, employer contributions, NOACA, and City of Beachwood funds through the Beachwood Chamber of Commerce.

8. The term of this Agreement shall begin July 1, 2001 and end on June, 30, 2002. Anything herein to the contrary notwithstanding, GCRTA may terminate this Agreement in full for cause on thirty (30) days notice to the BTMO, or so terminate this Agreement in its absolute discretion and for its own convenience upon thirty (30) days

written notice to BTMO. The BTMO may terminate this Agreement for cause on thirty (30) days notice to the GCRTA or in its absolute discretion and for its own convenience upon thirty (30) days written notice to the GCRTA. GCRTA's funding of the terminated vanpool agreement and provision of vans will cease upon termination.

9. Nothing herein is intended by the GCRTA or BTMO to make BTMO, Rideshare, any vanpool driver or rider, or any other person the agent or the employee of the GCRTA. The GCRTA is entering into this Agreement for the sole purpose of supporting public transportation by contributing funds and/or vans as described above.

This Agreement may not be assigned by the GCRTA or BTMO without the prior written consent of the other party.



*IN WITNESS WHEREOF*, the GCRTA and BTMO have signed this Agreement

on the dates indicated.

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**

1240 West 6th Street  
Cleveland, Ohio 44113-1331

WITNESSES:

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

By: Joseph A. Calabrese  
CEO, General Manager/Secretary-Treasurer

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

The legal form and correctness of the  
within instrument are hereby approved.

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Services

**BEACHWOOD TRANSPORTATION  
MANAGEMENT ORGANIZATION**

24500 Chagrin Blvd., Suite 110  
Beachwood, Ohio 44122

WITNESSES:

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

By: : \_\_\_\_\_  
Ron White

Its: Executive Director

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

## Contract for the Lease of One (1) Welfare to Work Van

### 1.0 General

This contract shall be between The Greater Cleveland Regional Transit Authority (GCRTA), a political subdivision of the State of Ohio, 1240 West 6th Street and the Beachwood Transportation Management Organization (Contractor) for the provision of one Dodge Conversion Maxivan, VIN# 2B6LB31Z 4XK 559893

This van shall be for the provision of Work Access and Transportation. This program was designed to eliminate transportation as a barrier to employment. Transportation is provided to individuals commuting to outlying suburban areas that are hard to reach by traditional public transportation.

This contract will be in effect from July 1, 2001 through June 30, 2002. The Contractor agrees to pay GCRTA the total of one dollar (\$1.00) per year for the use of this van.

The Contractor will utilize the above-mentioned van for provision of service primarily for transporting Ohio Works First clients and low-income individuals to jobs in Beachwood and outlying suburbs. Any additional use of this van shall require approval by GCRTA's General Manager or his/her designee. This approval shall be in writing prior to utilization of this van.

### 2.0 Maintenance

- The Contractor shall be responsible for routine maintenance. Routine maintenance shall be defined as provision of gasoline, proper oil changes, replacement of minor maintenance items costing less than \$100.00. The Contractor shall submit properly documented invoices to GCRTA for reimbursement of fuel and routine maintenance.
- Should major maintenance be required, the Contractor will inform the GCRTA Program Manager of this need. The Contractor shall be responsible for delivery of the vehicle to the repair shop if operable. If the vehicle is inoperable the GCRTA program Manager shall make arrangements for towing to the appropriate repair shop.
- If vehicle is inoperable the GCRTA will coordinate the supply for the Contractor for a temporary replacement vehicle.
- Beachwood Transportation Management Organization shall store the vehicle in a secured facility approved by GCRTA.

### 3.0 Insurance

- a. **Comprehensive General Liability Insurance.** Each separate Contractor, subcontractor and/or subcontractor, shall purchase and maintain such insurance as will protect it from claims under worker's compensation acts and other employee benefit acts, from claims or damages because of bodily injury, including death, and from claims or damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by it or by any subcontractor or anyone directly or indirectly employed by any of them. The comprehensive general liability insurance shall be written in an amount not less than \$1,000,000.00 for personal injury or death of any one person in any one accident and in an amount not less than

\$1,000,000.00 personal injury death of more than one person in any one accident and property damage in the amount not less than \$1,000,000.00 for any one accident, and said policy of insurance shall be extended for the period required to complete the work specified in this contract, and shall name the Authority as an additional insured under a Form B Endorsement to the policy. A copy of the insurance policy shall be submitted to the Director of Procurement of the Greater Cleveland Regional Transit Authority for approval as to form, correctness and amount.

- b. **Automobile Liability Insurance.** The Contractor shall obtain and keep in force automobile liability insurance covering all owned, hired and non-owned automobiles used in connection with the work, including the vehicle provided by GCRTA under this agreement with limit not less than \$5,000,000.00 per occurrence for Bodily Injury, and \$5,000,000.00 Property Damage, or \$5,000,000.00 Combined Single Limits. for any one accident, and said policy of insurance shall be extended for the period required to complete the work specified in this contract, and shall name the Authority as an additional insured under a Form B Endorsement to the policy. A copy of the insurance policy shall be submitted to the Director of Procurement of the Greater Cleveland Regional Transit Authority for approval as to form, correctness and amount.
- c. **Employer's Liability.** The Contractor shall comply with the state law known as the Workers Compensation Act, and shall pay into the State Insurance Fund necessary premiums required by the Act to cover all employees furnishing labor under the terms of this contract and under the control of the Contractor; and shall relieve the GORTA from any costs due to accidents or other liabilities mentioned in said Act.
- d. **General Requirements.** The Contractor shall not commence work herein until he has obtained the required insurance and has received written approval of such insurance by the Authority. He shall furnish a copy of the policy or policies to the Authority. The policies shall provide, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until thirty (30) days after the Authority has received notice of such change or cancellation from the insurance company. Such notice shall be mailed by certified mail, return receipt requested, to the Authority, care of the Director of Procurement. An insurance company having less than a B+ policy holders rating by the Alfred M. Best and Company, Incorporated, cannot be considered as acceptable.
- e. **Approval by Authority.** Approval of the insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the Authority does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interests or liabilities.

**4.0 Notice to Proceed.** GCRTA will furnish Contractor written notification ("notice to proceed") within ten (10) days after receipt by GCRTA of the required, insurance certificates or such other documentation which contractor is required to submit for GCRTA approval prior to delivery under this Contract. The GCRTA shall not be responsible for any costs of any type whatsoever incurred by Contractor prior to the issuance of the

Notice to Proceed. The date of the Notice to Proceed shall be the official date from which all scheduled activities and requirements are computed

- 4.1 Contract Changes.** This contract may be amended in writing by mutual agreement of the parties without notice to sureties and insurance companies, if any.
- 4.2 Interest of Members or Delegates to Congress.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.
- 4.3 Covenant Against Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission or contingent fee, except a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the GCRTA shall have the right to annul this contract without liability or at its discretion, to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 4.26 Prohibited Interest.** No officer, member, or employee of the GCRTA and no members of its governing body, and no other public official or employee of the governing body of the locality or localities included within the Authority, during his or her tenure, shall have any interest, direct or indirect, in this solicitation, any contract negotiated subsequently, or the proceeds thereof.
- 4.5 Notification of Proceedings.** The GCRTA will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor to defend same and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor will similarly give the GCRTA immediate notice of any suit or action filed or prompt notice of any claims made against the Contractor arising out of the performance of this contract. (operation of this van). The Contractor shall furnish immediately to the GCRTA copies of all pertinent papers received by the Contractor.
- 4.6 Assignment.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof without prior written consent of the GCRTA endorsed thereon or attached thereto. Nothing herein shall limit or be construed to limit Contractor's ability to subcontract for services to be provided by Contractor under this agreement
- 4.7 Compliance with Laws and Regulations.** This Agreement and the performance of the parties hereunder shall be governed and interpreted in accordance with the laws of the State of Ohio.
- 4.8 Termination.** The GCRTA may, by written notice to the Contractor, terminate the whole or any part of this contract.
- 4.26.A Termination for Default.** If the Contractor fails to make delivery of the goods or to perform the services within the time specified herein or any extension thereof; or If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of thirty (30) days after receiving such notice from GCRTA. Thereafter, the

GCRTA may have the work completed and the Contractor shall be liable for any resulting cost to the GCRTA.

**4.8.2 Termination For Convenience.** The performance of work under this contract may be terminated in whole or, from time to time, in part by the GCRTA whenever for any reason the GCRTA shall determine that such termination is in the best interest of the GCRTA. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

**4.26.A** Any damages to be assessed to the Contractor as a result of a default termination or any claim by Contractor for costs resulting from a termination for convenience by GCRTA will be computed and allowable in accordance with federal regulations in effect at the time of termination.

**4.9 Rights Upon Breach.** In addition to any rights reserved to GCRTA hereunder, the rights of the parties hereto shall be governed by the law of the State of Ohio as set forth at Chapters 1301 and 1302 O.R.C. It is agreed that the rules therein shall have equal application to the delivery of services required by this agreement.

**4.10 Social Security Act.** The Contractor shall be and remain an Independent Contractor with respect to all service performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are not or hereafter may be issued or promulgated under said respective laws by all duly authorized State or Federal officials, and said Contractor also agrees to indemnify and save harmless the Board and the Authority from any such contributions or taxes or liability therefore.

**4.11 Federal Assistance.** The procurements under this contract may be supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, pursuant to the Urban Mass Transportation Administration Act of 1964 and amendments (49 U.S.C. 1601 et seq.) and Surface Transportation Assistance Acts of 1982 and 1987. When so funded, this contract shall be subject to all rules and regulations promulgated pursuant thereto, as they may be amended from time to time during the course of this contract

**4.26 Delay. Performance** hereunder is expected to be accomplished within commercially acceptable time constraints unless specific performance time and schedules are otherwise specified. Delay due to cause beyond Contractor's control will serve as grounds for time extension provided Contractor gives written notice of such delay within seven (7) days of the commencement of such cause. All increases in cost due to delay are to be borne by Contractor.

**4.13 Annulment of Contract.** If, in its opinion, the delivery of merchandise specified

under the proposed contract is unnecessarily or unreasonably delayed, or if merchandise is not in accordance with these specifications, the Authority shall have the right to annul the contract. The contract shall be construed pursuant to the laws of the State of Ohio.

**4.14 Buy America Requirements.** Where the subject of this procurement incorporates steel, cement, or manufactured products, the provisions of Section 165(a) of STAA 1982 are an obligation of the Contractor and the Contractor must submit one of the certifications contained in the bid form.

**4.15 Cargo Preference.** Pursuant to 46 CFR, Part 381 for all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the project:

The Contractor agrees:

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

**4.16 Conservation.** Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

**4.17 Civil Rights** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national, original, sex, age or disability, in accordance with the following Federal statutes and regulations, and any other implementing regulations issued pursuant to them: Civil Rights Act as amended, Titles VI (42 U.S.C. Sec. 2000d) and VII (42 U.S.C. Sec. 2000e); Age Discrimination Act of 1975, as amended, Sec. 303 (42 U.S.C. 610); Age Discrimination Action of 1967 as amended, Sec. 4 (29 U.S.C. Sec 623); Americans with Disabilities Act of 1990, as amended, Sec. 202 (42 U.S.C. 12132), and Sec. 102 (42 U.S.C. Sec. 12112) and implementing regulations (29 C.F.R. Part 1630), Federal transit law (49 U.S.C. Sec. 5332); Executive Order 11246, as amended by Executive Order 11375 42 U.S.C. Sec. 2000e note) and implementing regulations (41 C.F.R. Parts 60 et seq.). The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

**4.18 Clean Air Act and Clean Water Act.** Where the price of this procurement exceeds One Hundred Thousand Dollars (\$100,000), Contractor agrees to comply with the requirements of the Clean Water Act and the Clean Air Act, Title 33, Section 1251 et seq. and Title 42, Section 7431 et seq., respectively.

**4.19 Compliance with City of Cleveland Right-to-Know Law.** Where the goods or services procured involve the use or storage of hazardous materials on RTA premises in Cleveland, Contractor agrees to meet the requirements of Cleveland Codified Ordinance Section 393, including without limitation:

1. Label the containers of hazardous or toxic substances that it delivers in accordance with the requirements of Federal and State law and regulation and in accordance with Codified Ordinance of Cleveland (C.O.C.), Section 393.06(A).
2. Provide labels and placards for use by GCRTA when deliveries are made in bulk and are to be stored by GCRTA in stationary containers pursuant to C.O.C. Section 393.06(B).
3. Provide the hazard warnings applicable to the delivered goods that are required by C.O.C., Section 393.06(d).
4. Provide all material safety data sheets required by C.O.C., Section 393.09.
5. The delivery of the aforesaid information must accompany the delivery of the goods. Goods will not be inspected or accepted unless tendered in said manner.
6. The text of C.O.C. Sections 393.06 and 393.09 are fully incorporated into any purchase order, and are available for inspection at the Procurement office of GCRTA. The Contractor agrees to assist GCRTA in the performance of all duties imposed by said ordinance imposed by said ordinance upon GCRTA.

**4.20 Integrated Agreement.** The Instructions to Bidders, Standard Form of Bid, General Terms and Conditions, Specifications and Standard Contract Form constitute the entire agreement between the parties. No oral modifications or representations are enforceable unless reduced to written form, signed by both parties, and annexed hereto prior to performance of the modified work. Additional terms and conditions submitted by the Contractor with its bid are disregarded unless specifically accepted in writing.

Should any part or parts of this agreement be held unenforceable by any competent judicial body, such determination shall not affect the remainder thereof and the balance of this agreement shall remain in full force and effect.

**4.21 Failure to Meet Specifications.** The delivery of any services, supplies or equipment hereunder which do not in all respects conform to specifications will be rejected and the Contractor notified at once of such rejection and the reason therefore, which notice shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected services, supplies or equipment with services, supplies or equipment meeting the requirements of the order and of these specifications, the GCRTA will purchase in the open market supplies of the character required under the order up to the amount rejected, and the said Contractor and his surety shall be liable to the Authority for any excess cost and expense occasioned GCRTA thereby.

- 4.22 Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination/ disadvantaged business provisions of this contract, the GCRTA shall impose such sanctions as it may determine to be appropriate, including, but not limited to:
- a. Withholding of payments under the contract until the Contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
  - c. Suspension from participation in future GCRTA contracts.
- 4.23 Restrictions on Lobbying.** This contract is subject to the provisions of Section 352, Title 31 U.S. Code, pursuant to the Contractor's certification contained in the solicitation.
- 4.24 Audits and Inspection.** The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and Federal Acquisition Regulation Parts 30 and 31. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submissions required for this Contract, or any Change Order or claim, and a copy of the cost summary submitted to the GCRTA. The GCRTA, the U.S. Government, and the State Government or their authorized representatives shall have access, at all times during normal business hours, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor will provide proper facilities for such access and inspection. The rights granted GCRTA and the government under this provision shall remain in full force and effect for three (3) years after termination of this contract for whatever reason, and shall extend to any subcontractor performing work valued in excess of ten thousand dollars (\$10,000.00).
- 4.25 Recycled Products.** Contractor agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the subject matter of this contract.
- 4.26 No Obligation by the Federal Government. Contractor and GCRTA** agree that, notwithstanding any concurrence by the Federal Government in, or approval of the solicitation or award of the underlying contract, absent the express written consent of the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the GCRTA, the Contractor or any other party pertaining to any matter resulting from the underlying contract.; Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.
- 4.27 Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to this contract; Contractor further agrees to include this clause, without modification, in any subcontract issued hereunder.



4.28 **Drug & Alcohol Regulations:** The contractor agrees to comply with the Federal Transit Administration Drug & Alcohol regulations as set forth in 49 CFR Parts 40, 653, and 654.

*IN WITNESS WHEREOF*, the GCRTA and BTMO have signed this Agreement on the dates indicated.

WITNESSES:

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

The legal form and correctness of the within instrument are hereby approved.

\_\_\_\_\_  
Sheryl King Benford, General Counsel  
Deputy General Manager for Legal Services

**GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY**  
1240 West 6th Street  
Cleveland, Ohio 44113-1331

\_\_\_\_\_  
By: Joseph A. Calabrese  
CEO, General Manager/Secretary-Treasurer

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

WITNESSES:

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

**BEACHWOOD TRANSPORTATION  
MANAGEMENT ORGANIZATION**  
24500 Chagrin Blvd., Suite 110  
Beachwood, Ohio 44122

By: : \_\_\_\_\_  
Ron White

Its: Executive Director

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