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555 Lakeshore Blvd. Painesville Twp., OH 44077

## RFP 2504 Fare Equity Analysis

### Questions and Answers

February 20, 2025

Q1. Does Laketrans have a desired schedule/duration for this project? By when does Laketrans hope to take the Executive Summary and Roadmap to the Board of Trustees?

A1. Laketrans is open to discussion and negotiation on this topic. Propose an achievable timeframe in your proposal.

Q2. Can Laketrans please provide a copy of Laketrans's current Title VI Program and Public Participation Plan?

A2. Attached to this document.

Q3. Has Laketrans conducted a Title VI Fare Equity Analysis for prior fare changes?

A3. No. Fare changes last occurred in 2010.

Q4. Are there any existing surveys of Laketrans riders which include demographic information (e.g. ethnicity and income level) and fare product purchase and usage to support a Title VI Analysis? When were those surveys conducted?

A4. Laketrans previously conducted demographic surveys in 2013 as part of a Comprehensive Operational Planning Analysis. This is a large document and will be made available upon request.

Q5. How many bus and commuter bus vehicles did Laketrans operate in maximum service in 2024?

Local Route: 19

Park-n-Ride: 13

Q6. Could you kindly provide us with a copy of Laketrans's terms and conditions? Despite our efforts, we were unable to locate them on the website.

A6. Attached to this document.

# ***LAKETRAN***

## **TITLE VI PROGRAM 2023 – 2026**

**Updated April 2023**

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## Background

Title VI is a Federal statute and provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Laketran has established a Title VI program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 21. Laketran receives Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Laketran has signed an assurance that it will comply with 49 CFR Part 21 and FTA Circular 4702.1B.

Laketran is the regional transit authority for Lake County, Ohio. Laketran was founded with the mission to provide quality public transportation services to all Lake County residents with special emphasis on meeting the transportation needs of seniors and people with disabilities. Lake County is 229 square miles in size and has 232,000 residents<sup>1</sup>. A one-quarter of one percent sales tax was approved by the Lake County electorate in 1988 to fund Laketran. In 2019, nearly 60% of Lake County voters approved an additional ¼ of 1% sales tax levy to fund Laketran's operations for 10 years.

Lake County is located 35 miles east of Cleveland and adjoining Cuyahoga County on the east. The western part of the county is heavily developed with typical post-World War II suburban development. Development decreases as one travels further east in the County, passing through low-density suburban development and ending in rural areas.

Lake County is part of the Cleveland Urbanized Area (CUZA). Laketran is the designated recipient of federal formula funds (Section 5307 and Section 5339) in Lake County. An agreement is in effect between Laketran and the Greater Cleveland Regional Transit Authority to provide Laketran with a portion of the CUZA allocation. Currently, Laketran does not have sub-recipients who would receive FTA funds.

As of July 1, 2023, Laketran will take over operations of neighboring rural transit system, Geauga Transit. As such, this Title VI plan is being amended to include Geauga County in the analysis. Geauga County has a population of 95,000.<sup>2</sup> Geauga Transit does not have a dedicated funding source and receives Section 5311 funding for operating expenses. Laketran and Geauga Transit are to remain branded separately and financially segregated. Laketran will manage the Title VI program on behalf of Geauga Transit.

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<sup>1</sup> <https://www.census.gov/quickfacts/lakecountyohio>

<sup>2</sup> <https://www.census.gov/quickfacts/fact/dashboard/geaugacountyohio/PST045222>

# Laketran Public Transportation System

Laketran provides four distinct services:

1. In-county fixed route service throughout Lake County
2. Commuter Express service from locations around Lake County to downtown Cleveland
3. Demand response paratransit, door-to-door Dial-a-Ride service within Lake County and to select world renowned medical facilities in Cuyahoga County.
4. Campus Loop service which provides transportation on the campus of Lakeland Community College.

To meet the diverse needs of its community, Laketran operates three distinct services: In-County Fixed Route; Commuter Express; and Demand Response. Through these three services, Laketran serves a tri-county area. Additionally, Laketran partners with neighboring transit operators such as Greater Cleveland Regional Transit Authority for reciprocal fare agreements in order to increase access to transportation throughout the Greater Cleveland Metropolitan Area.

Laketran's Commuter Express service provides residents with transportation direct to downtown Cleveland. Commuter Express also functions as a reverse commute option for Cleveland residents to reach the manufacturing corridor in Lake County. Promoting the reverse commute option is a cost-effective way to offer new service because the buses are typically empty on the return trip.

The demand response service, known as Dial-a-Ride, provides door-to-door assisted transportation via a shared-ride service. Transportation is provided throughout Lake County and to select medical facilities in the greater Cleveland area.

In-County Fixed Route is the local transit service within Lake County that operates nine (9) routes Monday through Saturday. Route 1 and Route 2 operate with 40 minute headways and all other routes have one hour headways.

Laketran provides these services with a revenue fleet as described in Table 1.

**Table 1: Laketran Fleet Composition**

Cutaway Light Transit Vehicles	77
High Top Vans	16
Heavy Duty 35ft Low Floor Buses	10 Battery Electric
	7 Diesel
Heavy Duty 40ft Coaches	20

# Geauga Transit Public Transportation System

Geauga Transit provides demand response service with 16 light-duty vehicles such as minivans or cutaway style paratransit buses. Service is provided Monday – Friday.

**Table 2: Geauga Transit Fleet Composition**

Cutaway Light Transit Vehicles	15
Modified Minivan	1

## Laketran Notice to the Public

Laketran's Title VI Notice is posted in the following locations:

- At Laketran owned facilities in both English and Spanish
  - Frank R. Angeloro Memorial Facility aka Laketran Headquarters and Maintenance Facility
  - Frank J. Polivka Transit Center at Lakeland Community College
  - Eastlake Transit Center at Classic Park
  - Transit Center at the Wickliffe Park-n-Ride
- On employee bulletin boards – both English and Spanish
- In the employee handbook which every employee receives
- On Laketran's website – both English and Spanish <sup>3</sup>

Available in Attachment 1.

## Geauga Transit Notice to the Public

Geauga Transit's Notice to the public is posted in the following locations:

- Geauga Transit's administrative offices
- Geauga Transit's website<sup>4</sup>
- Onboard all revenue vehicles

Available in Attachment 1.

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<sup>3</sup> <https://laketran.com/about-laketran/public-records/>

<sup>4</sup> <https://geaugatransit.org/resources/#group=documentlist&docspagination=0-15>

## Title VI Complaint Procedures

Any person who believes she or he has been discriminated against on the basis of race, color, national origin, disability, age, religion, gender and/or veteran status by Laketran and/or Geauga Transit may file a Civil Rights complaint by completing and submitting the attached Civil Rights Complaint Form. Laketran investigates complaints received no more than 180 days after the alleged incident. Laketran will process complaints that are complete. As the operator of Geauga Transit, Laketran will handle all Civil Rights complaints made against Geauga Transit.

Once the complaint is received, Laketran will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Laketran has ten (10) business days to investigate the complaint. If more information is needed to resolve the case, Laketran may contact the complainant. The complainant has fifteen (15) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant, or does not receive the additional information within 10 business days following the timeframe from the complainant, Laketran can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Civil Rights violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, they have 15 business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.



## Title VI Complaints

Laketrans is required to maintain a record of Civil Rights and Title VI complaints including investigations and lawsuits.

Title VI complaints, investigations and lawsuits from 10/1/2019 – 12/31/2022 are described below.

**Table 3: Laketrans Civil Rights and Title VI complaints from 1/1/2020 to 12/31/2022**

	<b>Date (mm/dd/yyyy)</b>	<b>Summary (include basis of complaint: race/color/national origin etc.)</b>	<b>Status</b>	<b>Action(s) Taken</b>
Investigations	NONE			
Lawsuits	NONE			
Complaints	NONE			

**Table 4: Geauga Transit Civil Rights and Title VI complaints from 1/1/2020 to 12/31/2022**

	<b>Date (mm/dd/yyyy)</b>	<b>Summary (include basis of complaint: race/color/national origin etc.)</b>	<b>Status</b>	<b>Action(s) Taken</b>
Investigations	NONE			
Lawsuits	NONE			
Complaints	NONE			

## Public Participation Plan

Public hearings are held as required by Title 49 USC Section 5307(c)(1)(I) “as a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation.” Appendix 3 include Laketran’s Public Hearing Policy.

Public notices of service changes are placed on board buses, posted to Laketran’s and/or Geauga Transit’s website and published in local newspapers. In addition, notice of public hearings are published on social media accounts and publicized through direct email newsletter “Laketran Bus Buzz.” Laketran uses a variety of methods to engage Lake and/or Geauga County residents in the process. Because of Laketran’s strong partnerships with other community organizations, these groups can also help promote our public meetings to their members.

In order to achieve the greatest participation as possible, the agency utilizes the following methods:

- Public hearings are held more than once.
- Public hearings are held in the community that will be impacted by the change.
- Public hearings are conducted at a time of day when bus operations are in service so that members of the public can use public transportation to get to and from the meeting.
- When possible, Laketran will make every effort to select the location of the public meeting such that it is accessible via the fixed route network and accessible to people with disabilities.
- Laketran will utilize telecommunications platforms to encourage remote participation during meetings.
- Public comments are also accepted via mail or email during the public comment period.

The goal is to achieve as high a level of public involvement as possible from diverse members of the community. Additionally, since the start of the global COVID-19 pandemic, Laketran has upgraded our telecommunications capabilities to include video conferencing. Future public meetings will include a remote or online component as necessary.

**Table 5: Public Hearings Conducted 2020-2022**

Purpose of Public Hearing	Year	Meeting Dates and Information	Outcome
New Fixed Route(s)	2020	<ul style="list-style-type: none"> <li>• Thursday, February 20 at 6pm at Mentor Headlands Community Center</li> <li>• Wednesday, March 4 at 6pm at Mentor Civic Center</li> <li>• Tuesday, March 10 at 6pm at Mentor-on-the-Lake City Hall Community Room</li> </ul>	Route 8 and Route 9 implemented in September 2020
Eliminate Commuter Route 13	2021	Two virtual* public hearings were held to obtain public input on Wednesday, March 10 at 2pm and 7pm via Zoom.	Route 13 eliminated

(\*) virtual public meetings were held instead of in-person meetings due to COVID-19 pandemic

Chapter 53 of Title 49(c)(1)(I), United States Code, as amended by MAP-21 requires that grant recipients make available to the public the Program of Projects (POP), provide an opportunity for public hearings, take into consideration public comments, and publish the revised POP. Northeast Ohio Areawide Coordinating Agency (NOACA) as the Metropolitan Planning Organization (MPO) for the Cleveland Urbanized Area has taken responsibility of the POP process.

As described in its Overall Work Program (OWP), NOACA’s public participation process for the TIP satisfies the public participation process for the Program of Projects of the transit systems within its region (including Laketran). NOACA’s public notice of public participation activities and the time established for public review of and comments on the TIP will also satisfy the transit agencies’ Program of Projects requirements.

### Laketran Outreach Efforts 1/1/2020 through 12/31/2022

Laketran staff engage with the community in various ways. Laketran maintains memberships and partnership with over 35 local community organizations including health and human service agencies, public schools, colleges, seniors centers, and civic organizations and coalitions. Laketran staff frequently participate in community advisory groups and boards. Laketran also engages in with general public by attending and/or supporting community events.

Laketran’s Customer Outreach Specialist provides one-on-one travel training and group training on how to use Laketran’s different modes of service. Additionally, Laketran is a presence throughout the community at local events to promote ridership and the variety of services that Laketran offers such as at the County Fair, community festivals, and veteran’s and seniors events.

March 13, 2020 marked the beginning of the global coronavirus COVID-19 pandemic which lasted through 2022. Stay at home orders, social distancing, and bans on large group gatherings greatly impacted Laketran’s outreach efforts. Community events where Laketran can reach large, diverse groups of people were cancelled. In an effort to continue outreach, Laketran’s Travel Training Program delivered services through free video conferencing software (Zoom).

**Table 6: 2020-2022 Laketran Community Outreach Activities**

	<b>2020<sup>#</sup></b>	<b>2021</b>	<b>2022</b>
Outreach Sessions and Travel Training	159	212	157
New Customers Trained	482	2,706	2,487
Community Events	32	122	352
Potential Customers Reached	1,841	9,880	10,135

*# - March 2020 marked the beginning of the global COVID-19 coronavirus pandemic.*

## Geauga Transit Outreach Efforts 1/1/2020 through 12/31/2022

Geauga Transit participates in Geauga County Senior Center events and health fairs as well as participates in the annual health fair hosted by the Geauga County YMCA. Typically, senior center events are held quarterly.

### Minority Representation on Planning and Advisory Bodies

Laketran’s Board of Trustees is comprised of nine members appointed by the Lake County Commissioners without consultation from Laketran.

Laketran Passenger Advisory Committee (LPAC) provides input on day-to-day service, policies and procedures and hosts transit-related events. Meetings are held four times a year. Members are volunteers that report on system issues, receive reports on operations and policies and provide input on a wide range of topics from the riders’ perspectives. Any rider is eligible to join LPAC. Information on how to join LPAC and meeting dates are available on Laketran.com.<sup>5</sup> The composition of LPAC as of October 1, 2022 is as follows:

**Table 7: LPAC Committee Composition Compared with County Demographics**

Body	Caucasian	Latino	African American	Asian American	Native American
Population <sup>6</sup>	90.9%	5.0%	5.3%	1.6%	0.2%
LPAC	95%	0%	0%	5%	0%

<sup>5</sup> <https://laketran.com/about-laketran/lpac/>

<sup>6</sup> <https://www.census.gov/quickfacts/lakecountyohio>

## Laketrans Language Assistance Plan and Four Factor Analysis

Laketrans performed Four Factor Analysis using census data and internal data from social media engagement, driver’s feedback, and customer service experiences.

**(1) Number or Proportion of Limited English Proficient (LEP) persons in the service area**

Data was sourced from the 2020 American Community Survey which describes English proficiency as either speaks English “very well” or “less than very well.” In Lake County, roughly 3% of the residents speak English less than very well (Table 6).

**Table 8: Lake County, Ohio Race and Hispanic Origin Statistics**

White alone, not Hispanic or Latino, percent	90.90%
Black or African American alone, percent	5.30%
American Indian and Alaska Native alone, percent	0.20%
Asian alone, percent	1.60%
Native Hawaiian and Other Pacific Islander alone, percent	<0.2%
Two or More Races, percent	2.00%
Hispanic or Latino, percent	5.00%
White alone, not Hispanic or Latino, percent	86.60%

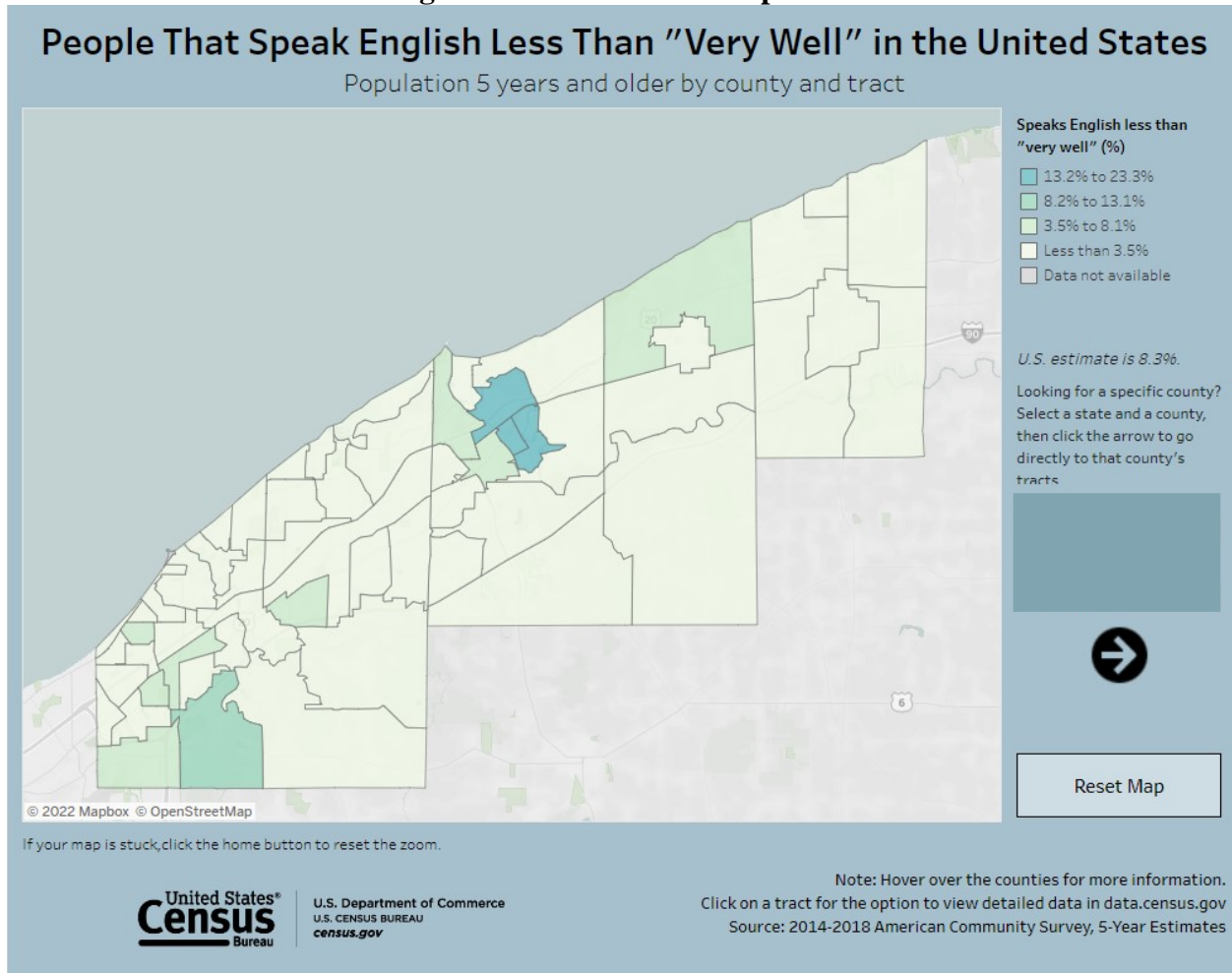
**Table 9: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates Language Spoken at Home, Lake County [S0502]**

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent
Population 5 years and over	218,425	±6	218,425
<b>English only</b>	<b>201,600</b>	<b>±1,179</b>	<b>92.30%</b>
<b>Language other than English</b>	<b>16,825</b>	<b>±1,179</b>	<b>7.70%</b>
Speak English less than "very well"	6,068	±578	2.80%
<b>Spanish</b>	<b>7,231</b>	<b>±652</b>	<b>3.30%</b>
Speak English less than "very well"	3,208	±434	1.50%
<b>Other Indo-European languages</b>	<b>7,597</b>	<b>±845</b>	<b>3.50%</b>
Speak English less than "very well"	2,021	±355	0.90%
<b>Asian and Pacific Islander languages</b>	<b>1,270</b>	<b>±293</b>	<b>0.60%</b>
Speak English less than "very well"	588	±216	0.30%
<b>Other languages</b>	<b>727</b>	<b>±279</b>	<b>0.30%</b>
Speak English less than "very well"	251	±170	0.10%

Over three thousand Spanish speakers speak English less than very well. Over two thousand, Indo-European language speakers speak English less than very well. Other Indo-European

languages is a classification that includes 42 different languages (such as French, Pennsylvania Dutch, Polish, Hindi and Farsi).<sup>7</sup> Therefore, the Indo-European language needs of Lake County residents are more varied when compared with the needs of Spanish speakers.

**Figure 1: Census Block Responses**



Lake County’s Spanish speaking population is located primarily in the central and eastern half of the County in the City of Painesville with the next highest concentration living in Fairport Harbor. In the western edge of the county, the higher concentration of LEP persons are spread among Spanish Speakers, speakers of Slavic languages, and a small concentration (less than 300 people) that speak Arabic.

Therefore, with Spanish speakers having the highest concentration of Limited English Proficiency, Laketrans will focus on this community for further analysis.

<sup>7</sup> <https://www.census.gov/topics/population/language-use/about.html>

## **(2) The frequency with which LEP persons use Laketran services**

The majority of the Spanish speaking people ride the In-County Fixed Routes which travel mainly in east-west corridors throughout Lake County. LEP persons use Laketran daily. Laketran has translated three videos into Spanish.

1. “How to Ride the Bus” demonstrates how to use the Fixed Routes.
2. “How to Pay Your Fare” teaches viewers how to utilize the electronic fare box and various fare media.
3. “How to Use the on-board Bike Rack” teaching how to put your bike on-board Laketran’s Fixed Route buses.

These videos have been viewed 43,687 times and have 268,900 impressions since being posted online.

## **(3) The nature and importance of Laketran’s services to people’s lives.**

The Lake County communities that are home to the highest concentration LEP individuals have some of the highest percentage of families below poverty levels (zip codes: 44045, 44077, 44095, 44057). By providing public transportation, Laketran delivers an essential service to the community to help improve access to economic opportunities and quality of life. Over 50% of Laketran riders use the service to travel to and from work. Laketran connects its community to the Cleveland region through a reciprocal fare agreement with Greater Cleveland RTA and connections at three locations in Lake County.

Laketran was founded with the mission to provide quality transportation services to the elderly and disabled. As such, Laketran’s Dial-a-Ride paratransit service is the most popular mode of service that Laketran offers. On Dial-a-Ride, 21% of all trips are for medical appointments and dialysis.

## **(4) Resources available for LEP outreach and associated costs.**

Laketran has created videos to assist riders with using the electronic fare box, trip planning, or using the bike rack. Videos are available in both English and Spanish. “Como viajar en el autobus de Laketran” (Laketran - How to ride the bus) and “Como pagar su billete de autobus” (How to Pay Your Fare).

Laketran’s Customer Outreach Specialist will assist anyone who may need support in learning to ride Laketran by providing free travel training. Health & human service agencies, schools, senior centers, etc. can request training at any time for their workforce and/or clients. Laketran videos are made available to any agency upon request. If a limited or non-English speaking customer calls to schedule a ride on Dial-a-Ride, we have a language assistance program to help them communicate with our Customer Service Representatives (CSRs). Laketran also makes an effort to hire bilingual (Spanish speaking) CSRs in order to meet the needs of our riders.

In addition, Laketran offers these resources:

1. Color-coded routes/schedules/signs. Each route has a unique color and number that coordinates with a schedule, route and sign making it easier to identify which route a rider needs to get on and off.
2. Electronic ticketing – EZfare is available on both IOS and Android for download and use on Fixed Routes and Commuter Express. EZfare also integrates with other popular applications like the Transit App, Uber, and Moovit.
3. Trip planning available through Laketran.com and Google Maps.

The financial impact of these resources is relatively low because these resources not only benefit LEP individuals but all riders by making the system easier to use. Technology improvements can be costly capital expenses, however, Laketran participated in a joint procurement with other Ohio transit systems and NEORide to acquire electronic ticketing. Through economies of scale, all the agencies benefited from reduced capital costs.

### Language Assistance Plan

The main LEP population served is Spanish speakers.

As described throughout the four factor analysis, Laketran has implemented a variety of methodologies and interventions to assist non-native English Speakers access services and use Laketran.

1. Laketran has developed and added to its videos in Spanish to its YouTube site; “How to Ride the Bus,” “How to Use the Bike Rack,” and “How to Pay Your Fare.”
2. Laketran uses Google Translate on its website.
3. We also use a Language Line translation service respond to non-English telephone calls (Table 7).
4. The Customer Service Call Center employs one bilingual employee and actively works to recruit additional bilingual employees.
5. The Customer Outreach Specialist goes out in the community to help people with their transportation needs. This is done one-on-one, as a group, or at community events. When necessary, an interpreter is used, provided by the group or by Laketran.
  - a. The Customer Outreach Specialist provided travel training to two LEP/Spanish speaking individuals in 2022.
6. Color coded system to identify fixed routes.
7. Mobile apps for fare payment and trip planning. Electronic booking and payment options can benefit non-English speakers because text can be translated more easily with a variety of applications, software or plug-ins.
8. Upon request Laketran will translate into Spanish any document that is not already translated.

**Table 10: Annual Language Line Translation Utilization at Laketran’s Customer Service Call Center**

	2020		2021		2022	
	# of calls	minutes	# of calls	minutes	# of calls	minutes
TOTAL	25	253	20	183	23	209



In order to improve outreach to the Hispanic population of Lake County, Laketran is partnering with HOLA, a 501c3, nonprofit organization based in Painesville whose mission is to improve quality-of-life opportunities and empower the Latino community through outreach, education, civic engagement, entrepreneurship and skills development, on a transit benefit program known as HOLA GO. HOLA GO provides free transportation on Laketran's fixed route network for riders who sign up for the program through HOLA. Since the program's launch in May 2022, the HOLA GO and Laketran partnership has provided 635 trips to members of the community.

Laketran has developed several transit benefit programs, known collectively as GO programs, that provide unlimited transportation to high school and college students to improve access to internships, jobs, and post-secondary training and education. In the fall of 2021, Laketran launched Raiders GO at Thomas W. Harvey High School in Painesville. Over 50% of the student body is Hispanic so Raider GO registration flyers and forms were translated into Spanish. In the 2021-2022 school year, Laketran provide 1,030 trips to Harvey High School students.

Laketran will update the Language Assistance Plan every three years in accordance with updating our agency's Title VI program.

### Safe Harbor Provisions

The Safe Harbor Provision stipulates that, if a recipient of DOT funding provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations.

As described above, Laketran has many resources available to Spanish speaking or limited English speaking customers.

Laketran has determined the following vital documents that will be translated into Spanish are:

1. Title VI Notice to Beneficiaries
2. Civil Rights Complaint Form

English and Spanish versions are included in the Appendix.

## Geauga Transit Language Assistance Plan and Four Factor Analysis

A Four Factor Analysis was performed using census data and discussion with employees of Geauga Transit.

**Table 11: Geauga County, Ohio Race and Hispanic Origin Statistics**

White alone, not Hispanic or Latino, percent	96.70%
Black or African American alone, percent	1.30%
American Indian and Alaska Native alone, percent	0.20%
Asian alone, percent	0.70%
Native Hawaiian and Other Pacific Islander alone, percent	<0.1%
Two or More Races, percent	1.10%
Hispanic or Latino, percent	1.80%
White alone, not Hispanic or Latino, percent	95.10%

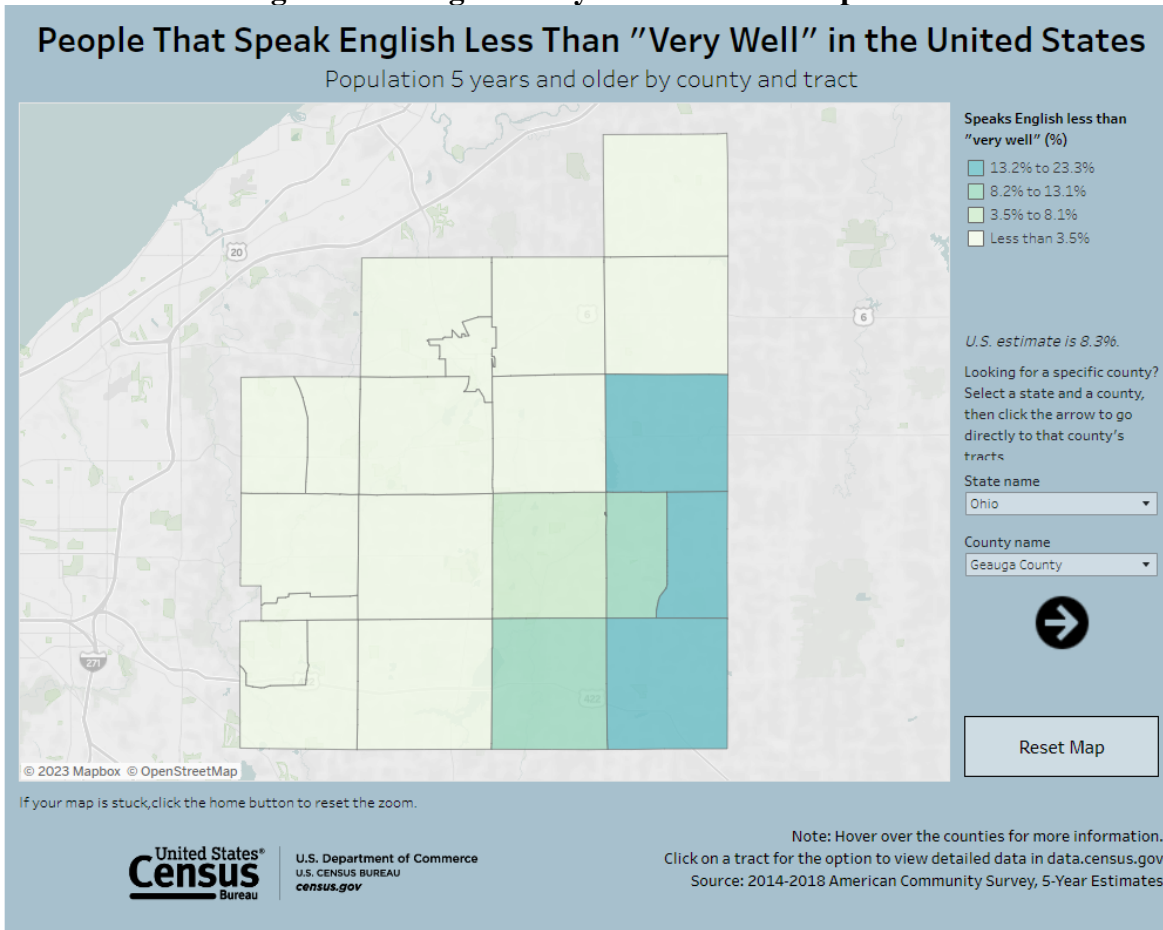
**Table 12: U.S. Census Bureau, 2018 American Community Survey Language Spoken at Home, Geauga County [C16001]**

	Estimate	Margin of Error	Percent
Speak only English	77,830	±734	87.42%
<b>Spanish:</b>	<b>688</b>	<b>±172</b>	<b>0.77%</b>
Speak English "very well"	557	±151	0.63%
Speak English less than "very well"	131	±69	0.15%
<b>German or other West Germanic languages:</b>	<b>8,365</b>	<b>±547</b>	<b>9.4%</b>
Speak English "very well"	5,655	±503	6.35%
Speak English less than "very well"	2,710	±407	0.57%

Geauga County is home to the second largest Amish population in the state of Ohio according to the Young Center at Elizabethtown College, roughly 20,000 people.<sup>8</sup> Amish speak a dialect of German known as Pennsylvania Dutch. According to Census data, the largest population of Geauga County residents that speak English “less than very well” are those who speak German or West Germanic languages and in Figure 2 the census blocks with highest concentration of limited English proficient residents are the same areas with a high population of Amish. Therefore, we can reasonably expect that the LEP populations are among the Amish.

<sup>8</sup> <https://groups.etown.edu/amishstudies/statistics/twelve-largest-settlements-2021/>

**Figure 2: Geauga County Census Block Responses**



**(2) The frequency with which LEP persons use Geauga Transit services**

Roughly half of all trips provided by Geauga Transit are for members of the Amish community. The Amish do not drive cars and are reliant on either car services (colloquially known as Amish Taxis) and public transit. Geauga Transit provides safe and reliable transportation to the Amish community.

**(3) The nature and importance of Geauga Transit's services to people's lives.**

According to the "Gauga County Transit Development Plan" report, assembled by RLS and Associates in 2022, 47% of trips are for customers traveling to and from work. This reflects the large population of Amish that utilize Geauga Transit to travel within the county for employment.

**(4) Resources available for LEP outreach and associated costs.**

With Laketran assuming operations for Geauga Transit, the agency will have more resources available to conduct outreach. Laketran's Communications Department is active in Lake County through community events, Chamber of Commerce meetings, and on stakeholder panels. As part

of Laketran, Geauga Transit will now have the benefit of experience and expertise of dedicated marketing and communications professionals to conduct outreach in Geauga County.

Gauga Transit utilizes a translation service known as Proprio<sup>9</sup> which provides multi-platform language interpretation in 300 languages including over the phone interpreting. This service is available in the event a non-English speaker calls to book a trip. However, while this service is available, it must be stated that in the past three years not once has the translation service ever been utilized.

### Language Assistance Plan

The main LEP population served is from the Amish community – Pennsylvania Dutch speakers.

The Amish present a unique challenge for language assistance because their community does not utilize technology such as computers or smart phones. From the Young Center for Anabaptist and Pietist Studies at Elizabethtown College, “most Amish groups forbid using electricity from public utility lines. Electricity from batteries is more local, controllable, and independent from the outside world. In some settlements, for example, Amish use batteries to power lights on buggies, calculators, fans, flashlights, cash registers, copy machines, and typewriters.” However, there can be a high degree of variability among Amish sects with respect to the amount of technology they allow into their lives.

The Amish with Limited English Proficiency are likely among the most strict and traditional Amish communities (Old Order Amish)<sup>10</sup> that eschew modernity in all its forms. However, while there are many speakers of Pennsylvania Dutch, writing in the language is not as common. According to Pennsylvania Dutch scholar, Mark L. Loudon, “most Pennsylvania Dutch speakers have never learned to read or write in the their native language since their literacy needs have been met by English [or] German. . .”

The intricacies and variability among Amish communities can make meeting their needs challenging. Laketran and Geauga Transit will work together to continually evaluate the best methods of reaching members of the Amish community. Technology that can be used to reduce barriers to participation, such as mobile apps, Google Translate, social media and YouTube, are not effective methods of reaching the LEP populations within the Amish Community. However, according to the research, non-digital communication in English is a viable solution.

The focus of the Language Assistance Plan will be non-digital communication in English supplemented with translation services as needed. Laketran and Geauga Transit will work together to implement community outreach to the Amish population.

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<sup>9</sup> [proprio-ls.com](http://proprio-ls.com)

<sup>10</sup> <https://padutch.net/what-is-pd/>

## Safe Harbor Provisions

The Safe Harbor Provision stipulates that, if a recipient of DOT funding provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations.

Geauga Transit serves the Amish community which is a unique and insular community with strict rules that govern how the community interacts with the mainstream community as well as technology. The highest concentration of LEP population in Geauga County is among the Amish, but while these LEP individuals may speak a language other than English, they do not read or write in that language. Pennsylvania Dutch is primarily a spoken language, not a written one.<sup>11</sup> Therefore, the Amish that speak with limited English proficiency are literate in English.

In conclusion, Geauga Transit is best able to serve the Amish community through non-digital written communication in English and as-needed interpreting services.

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<sup>11</sup> <https://groups.etown.edu/amishstudies/social-organization/language/>

## Fixed Route System Wide Service Standards

Laketran operates out of one headquarters facility which houses the administrative offices, customer call center, bus garage, maintenance, and dispatch. Therefore all vehicles are stored in a central location.

### 1. Vehicle load for each mode

Vehicle load should not exceed vehicle capacity, which is listed below:

**Table 13: Laketran Fleet Vehicles and Load Capacity**

Make	Model	Seats	Standing
New Flyer Xcelsior	Xcelsior 35ft	30	0
Motor Coach Industries	40ft	49	0
New England Wheels	Frontrunner Low Floor	14	0
Turtle Top	Terra Transit	12	0

### 2. Vehicle headway for each mode

**Table 14: Laketran In-County Fixed Routes**

	Communities Served	Monday - Friday		Saturday	
		Headway	Hours of Operation	Headway	Hours of Operation
Route 1	Painesville, Mentor	40 mins	5am - 9pm	1 hour	8am - 7pm
Route 2	Willoughby, Mentor	40 mins	5am - 9pm	1 hour	8am - 7pm
Route 3	Willowick, Eastlake, Mentor	1 hour	5am - 9pm	1 hour	8am - 7pm
Route 4	Madison, Perry, Painesville	1 hour	5am - 9pm	1 hour	8am - 7pm
Route 5	Fairport Harbor, Painesville	1 hour	5am - 9pm	1 hour	8am - 7pm
Route 6	Willoughby Hills, Wickliffe, Eastlake	1 hour	5am - 9pm	1 hour	8am - 7pm
Route 7	Lakeland Community College Campus Loop <sup>12</sup>	15 mins	7:30am - 8:00pm		
Route 8	Mentor-on-the-Lake, Tyler Blvd. in Mentor, Mentor High School	1 hour	5am - 9pm	1 hour	8am - 7pm
Route 9	Painesville, Tyler Blvd. in Mentor	1 hour	5am - 9pm	1 hour	8am - 7pm

<sup>12</sup>Campus loop operates different hours on Fridays to align with the class schedule 7:30 a.m. – 12:00 p.m. Service every 20 minutes. Campus Loop does not operate in the summer semester.

**Table 15: Laketran Commuter Express Routes**

	Communities Served	Morning Monday – Friday		Evening Monday – Friday	
		Headway	Hours of Operation	Headway	Hours of Operation
Route 10	Painesville, Mentor, Cleveland	20 mins	5:30am – 9:00am	20 mins	2:30pm – 7:00pm
Route 11	Madison, Cleveland	25 mins	6:30am – 8:30 am	40 mins	4:30pm – 6:30pm
Route 12	Painesville, Eastlake, Wickliffe, Cleveland	30 mins	5:30am – 10:00am	20 mins	2:00pm – 7:30pm

**3. On-Time Performance Standards**

A vehicle in fixed route service, local or commuter, is considered on time if it departs on time or no more than 3 minutes late. Laketran’s on-time performance objective for these routes is to achieve 98% or greater.

**Table 16: Annual Average On-Time Performance**

	2020	2021	2022
Local In-County Fixed Routes	71%	71%	70%
Commuter Express	67%	63%	61%

Laketran continuously monitors on-time performance. On-time performance is frequently impacted by conditions that are outside Laketran’s control such as traffic accidents, road construction which create slow traffic conditions or detours, and inclement weather.

**4. Vehicle assignment is per mode of service.**

All Fixed Route buses are equipped with automatic passenger counters, security cameras, bike racks, and ADA accessibility including wheelchair ramps or lifts and wheelchair seating for two to three wheelchairs. Laketran’s Fixed Route service is provided on either a 35ft diesel bus, 35ft zero emissions, battery electric bus, or a smaller cutaway style, gasoline-powered bus that has been outfitted with traditional bus amenities such as destination sign and bike rack. Routes with historically lower ridership such as 4, 7, 8, and 9 are operated using the cutaway bus. Diesel and Electric buses can be used on routes interchangeably (except Campus Loop).

In 2021, Laketran implemented a majority electric fleet of heavy duty buses to operate on the In-County Fixed Routes. These buses charge on-route via 450 kW overhead chargers. Laketran has installed six chargers at four key locations in order to maximize the number of electric buses that can be in operation at any one time. Routes 1, 2, 3, 5, 6, and 8 can be operated using battery electric buses as these routes have opportunity chargers at both ends of these routes. Route 1 and Route 5 serve Painesville which has the highest density LEP population in the county and both routes were prioritized to operate zero emissions buses.

Commuter Express service is provided with 40ft over the road coaches that will accommodate 49 seated passengers and are equipped with wheelchair lifts. These routes run during morning and evening rush hours with 15 departures in the morning and 15 returns in the evening.

## 5. Transit Amenities

All vehicles are equipped with cushioned seats, easy-to-reach passenger signaling cords or touch tape and easy-to-read destination signs. All services are fully accessible. The 35ft heavy duty buses are each outfitted with an automatic wheelchair securement station in addition to two traditional tie down locations.

Passenger shelters and benches are located at sites along the fixed route network where there is demand. Bus stops are located no more than ¼ mile apart.

Commuter Express service to Cleveland operates from these sites. Local fixed routes and/or Dial-a-Ride feed these locations. Park-n-Ride lots are located:

- in Mentor
- at Laketran Headquarters in Painesville Township
- at the Frank J. Polivka Transit Center at Lakeland Community College
- at the Eastlake Transit Center located at the Eastlake Stadium
- at the Wickliffe Transit Center located in Wickliffe and
- in rural Madison

The primary criteria for locating amenities are ridership and request from the community. Amenities are placed where the utility to passengers is maximized. This is reconciled against other factors such as availability and affordability of land/easements as well as neighborhood impacts. Amenities such as passenger shelters are located along fixed routes in full consultation with property owners and local municipalities. Larger amenities such as Park-n-Ride lots take additional factors into consideration, such as developable land, adjoining/compatible land uses, and proximity to highways.

Laketran operates four permanent or semi-permanent transit centers. The siting of these amenities was the result of availability of land, community partnerships, available funding, and operational efficiencies.

- The Eastlake Transit Center is located within the Classic Park Stadium in Eastlake. Local Route 6 and Commuter Express serve this location. Federal funding was secured to add the transit center as a part of the original stadium construction. The East Transit Center includes indoor passenger waiting area and public restrooms.
- The Frank J. Polivka Transit Center is located on the campus of Lakeland Community College serves Campus Loop (Route 7), and Fixed Routes 1, 2, 3, 6, 7, 8, and 9 as well as Commuter Express. FJP has climate controlled waiting area, restrooms, Wi-Fi and real-time arrival signage. As this is the busiest hub for all of Laketran, this location includes two 450kW overhead bus chargers.



- The Julie A. Cunningham Painesville Transfer Center is located in downtown Painesville and is the third busiest hub for Laketrans. Routes 1, 4, 5, and 9 use the JAC Transfer Center. This location comprises three semi-permanent heated bus shelters, one 450kW bus charger, and real-time arrival signage.
- The Wickliffe Transit Center is located at the Wickliffe Park-n-Ride lot. This site services Fixed Routes 2 and 3 as well as Commuter Express. This site is the location of Laketrans' second busiest hub and is also home to two 450 kW overhead bus chargers, a climate controlled passenger waiting area, restrooms, Wi-Fi, real-time arrival signage, and four electric vehicle (EV) chargers.

Per FTA Circular 4702.1B Ch. III-11, a transit station or transfer center is not considered a facility and is exempt from Title VI equity analysis. Additionally, because Laketrans does not operate 50 or more fixed route buses, our organization is exempt from performing service equity analysis per FTA 4702.1B Ch. IV-10.

## 6. Transit Access

Given the suburban and rural nature of Lake County, a rigid policy for the spacing of fixed route service is not feasible. Rather, fixed route services are focused on the more heavily developed/traveled corridors of the County, with bus stops placed approximately ¼ mile apart along those corridors.

Dial-a-Ride service is available to the general public throughout Lake County for all trip purposes. This access is the basis upon which Laketrans' operating levy was originally approved by voters in 1988 and made permanent in 2013. In 2019, Lake County residents voted in favor of an additional ¼ of 1% increase in the sales tax levy to provide improved access to Dial-a-Ride.

## Appendices

1. Title VI Notices to the Public
2. Civils Rights Procedure and Complaint Form in English and Spanish
3. Public Hearing Policy
4. Laketrans System Map
5. GO Program Flyers in Spanish



1-888-LAKETRAN | [www.laketran.com](http://www.laketran.com)

555 Lakeshore Blvd. Painesville Twp., OH 44077

**Title VI Notice to the Public:**

**Notifying the Public of Rights Under Title VI  
Laketran**

- Laketran operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Laketran.
- For more information on Laketran's Civil Rights Program, and the procedures to file a complaint, contact 1-888-525-3872, for the deaf call our TDD 800-560-3323; e-mail [Laketran@laketran.com](mailto:Laketran@laketran.com); or visit the Administrative Office at 555 Lakeshore Blvd., Painesville Twp., Ohio 44077. For more information, visit [www.laketran.com](http://www.laketran.com).
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. 1-888-446-4511 TTY (dial 711)
- If information is needed in another language, contact 1-888-525-3872.



1-888-LAKETRAN | [www.laketran.com](http://www.laketran.com)

555 Lakeshore Blvd. Painesville Twp., OH 44077

**Title VI Notice to the Public:**

**Title VI Conformidad  
Laketran**

- Laketran se compromete ofrecer transporte seguro, confiable, costo económico, y enfocado en nuestros clientes a nuestra comunidad. Por lo tanto Laketran provee sus programas y servicios sin importar la raza, color, y nacionalidad, edad, genero, o discapacidad.
- Si usted se ha sentido discriminada basado en uno de las características usted tiene el derecho de hacer una queja. Puede completar la forma Laketran Title VI Formulario de Queja y enviarlo a la oficina administrativa por correo o en persona 555 Lakeshore Blvd., Painesville Twp., Ohio 44077 Para mas información del programa Derechos Civiles contacta Matt Maier 440-350-1009, escribe por correo electronico [www.laketran.com](http://www.laketran.com) / [Laketran@laketran.com](mailto:Laketran@laketran.com). Para las personas sordas contacta TTY 1-888-525-3872 o visita la oficina Administrativo en persona.
- El reclamante también puede presentar una queja con el Departamento de Transporte. FTA, 1200 New Jersey Ave. SE, Washington Dc 20590. 1-888-446-4511 TTY (711).
- If information is needed in another language, contact 1-888-525-3872.



1-888-LAKETRAN | [www.laketran.com](http://www.laketran.com)

555 Lakeshore Blvd. Painesville Twp., OH 44077

**Title VI Notice to the Public:**

**Notifying the Public of Rights Under Title VI  
Geauga Transit**

- Geauga Transit is operated by Laketrans. Laketrans manages Geauga Transit's Title VI obligations.
- Laketrans operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Laketrans.
- For more information on Laketrans's Civil Rights Program, and the procedures to file a complaint, contact 1-888-525-3872, for the deaf call our TDD 800-560-3323; e-mail [Laketran@laketran.com](mailto:Laketran@laketran.com); or visit the Administrative Office at 555 Lakeshore Blvd., Painesville Twp., Ohio 44077. For more information, visit [www.laketran.com](http://www.laketran.com).
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590. 1-888-446-4511 TTY (dial 711)
- If information is needed in another language, contact 1-888-525-3872.

# **LAKETRA**

## **Civil Rights Complaint Form and Procedure**

Any person who believes she or he has been discriminated against on the basis of race, color, national origin, disability, age, religion, gender and/or veteran status by Laketran and/or Geauga Transit may file a Civil Rights complaint by completing and submitting the attached Civil Rights Complaint Form. Laketran investigates complaints received no more than 180 days after the alleged incident. Laketran will process complaints that are complete. As the operator of Geauga Transit, Laketran will handle all Civil Rights complaints made against Geauga Transit.

Once the complaint is received, Laketran will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

Laketran has ten (10) business days to investigate the complaint. If more information is needed to resolve the case, Laketran may contact the complainant. The complainant has fifteen (15) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant, or does not receive the additional information within 10 business days following the timeframe from the complainant, Laketran can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, they will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Civil Rights violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, they have 15 business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.



## Civil Rights Complaint Form and Procedure

Section 1.			
Name:			
Address:			
Phone (Home):		(Work):	
E-Mail Address:			
Accessible Format Requirements?	Large Print		Audio tape
	TDD		Other
Section 2.			
Are you filing this complaint on your own behalf?		Yes*	No
*If you answered "yes" to this question, go to Section 3.			
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party:			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes	No
Section 3:			
I believe the discrimination I experienced was based on (check all that apply):			
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Disability
<input type="checkbox"/> Age	<input type="checkbox"/> Religion	<input type="checkbox"/> Gender	<input type="checkbox"/> Veteran Status
<input type="checkbox"/> Sexual Orientation	<input type="checkbox"/> Sexual Harassment		

Date of alleged discrimination (Month, Day, Year) \_\_\_\_\_

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

**Section 4.**

Have you previously filed a Civil Rights complaint with this agency?	Yes	No
--	-----	----

**Section 5.**

Have you filed this complaint with any other Federal, state, or local agency, or with any Federal or State Court?

Yes                       No

If yes, check all that apply:

Federal Agency: \_\_\_\_\_

Federal Court: \_\_\_\_\_

State Court: \_\_\_\_\_

State Agency: \_\_\_\_\_

Local Agency: \_\_\_\_\_

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Phone:

<b>Section 6.</b>
Name of agency complaint is against:
Contact Person:
Title:
Phone:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to:

LAKETRAN  
 Andrea Aaby, Director of Compliance & Development  
 (Title VI & ADA Coordinator)  
 555 Lakeshore Blvd.  
 Painesville Twp., Ohio 44077  
[laketran@laketran.com](mailto:laketran@laketran.com)





## **Título VI Formulario de queja y procedimiento**

Cualquier persona que crea haber sido discriminada por motivos de raza, color o nacionalidad por parte de LAKETRAN puede presentar una queja Título VI completando y presentando el formulario de queja Título VI de la agencia. La compañía LAKETRAN investigara las quejas recibidas no más de 180 días después del supuesto incidente. LAKETRAN procesara quejas que estén completas.

Una vez recibida la queja, LAKETRAN lo revisará para determinar si nuestra oficina tiene jurisdicción. El reclamante recibirá una carta de reconocimiento informándolo si la queja será investigada por la oficina.

LAKETRAN tiene diez días hábiles para investigar la queja. Si se necesita más información para resolver el caso, LAKETRAN puede ponerse en contacto con el reclamante. El reclamante tiene 15 días hábiles a partir de la fecha de la carta para enviar la información solicitada al investigador asignado al caso. Si el investigador no es contactado por el reclamante o no recibe información adicional dentro de los 10 días hábiles siguientes al plazo para el reclamante, LAKETRAN puede cerrar el caso. Un caso puede cerrarse administrativamente también si el reclamante no desea seguir adelante con el caso

Después de que el investigador revise la queja, emitirá una carta de cierre. Esta carta resume las acusaciones sobre el presunto incidente, y explica si alguna acción disciplinaria, capacitación adicional del personal, u otras acciones serán tomadas. Si el reclamante desea apelar la decisión, tiene 15 hábiles después de esa fecha de la carta para hacerlo.

Una persona también puede presentar una queja con la administración de tránsito a la oficina FTA Derechos Civiles, 1200 New Jersey Avenue, Washington DC 20590

# LAKETRAN

## Titulo VI Forma de Queja y Procedimiento

<b>Sección 1.</b>					
Nombre:					
Dirección:					
Teléfono:			Trabajo:		
Correo electrónico:					
Requisitos de formato Accesible		Letra Grande		Audio	
		TDD/Personas sordas		Otro	
<b>Sección 2.</b>					
¿Está usted llenando esta queja para usted mismo o para otra persona?			Si*	No	
* Si su respuesta es "si", vaya a sección 3					
Si no, por favor provea el nombre de la persona por quien está usted poniendo la queja					
Explique porque usted ha llenado esta queja en lugar de otra persona					
Por favor confirme que usted obtuvo el permiso de la parte agraviada si usted está llenando en lugar de otra persona.			Si	No	
<b>Sección 3:</b>					
Creo que la discriminación que yo tuve fue basada en (marca todos que aplique)					
[ ] Raza		[ ] Color		[ ] Nacionalidad de Origen	
La fecha de presunto discriminación (mes, día, año) _____					

Explica lo más claro posible que paso y porque usted cree que fue discriminado. Describa todas las personas que estuvieron envueltas. Incluya los nombres y manera de contactar persona(s) quienes te discriminaron o manera de contactar cualquier testigo. Si necesita más espacio usa la parte atrás de esta forma.

#### Sección 4.

	Si	No
Anteriormente ha hecho una queja Title VI con esta agencia?		

#### Sección 5.

¿Ha hecho esta queja con cualquier agencia local, o con tribunal federal, o estatal?  
 Si  No

Si la respuesta es "si" marca con "x":

Agencia Federal : \_\_\_\_\_

Agencia Estatal:

Tribunal Federal : \_\_\_\_\_

\_\_\_\_\_

Tribunal Estatal : \_\_\_\_\_

Agencia Local:

\_\_\_\_\_

Por favor provea información acerca de la persona a contactar en la agencia donde empieza la queja.

Nombre:

Título:

Agencia:

Dirección:

Teléfono:

#### Sección 6.

Nombre de la agencia contra la cual usted se quejó:

Persona de contacta:
Título:
Teléfono:

Teléfono Usted puede incluir cualquier información escrita que usted piensa es relevante para su queja

Firma y fecha requerida abajo

\_\_\_\_\_

Firma

\_\_\_\_\_

Fecha

Por favor lleva la forma en persona o enviar por correo a:

LAKETRAN  
Matt Maier, Affirmative Action Officer  
555 Lakeshore Blvd.  
Painesville Twp., Ohio 44077



**PUBLIC HEARINGS**  
**PROCEDURES & PROCESS**

**June 1997, June 2014**

**Updated December 2019**

## **PUBLIC HEARING PROCEDURES AND PROCESS**

### **1.0 PURPOSE**

It shall be the policy of LAKETRAN to proactively inform and involve the citizens of Lake County in the planning and implementation of new service, routing adjustments, and passenger fare adjustments in accordance with Federal and State regulations.

### **2.0 STATUTORY REQUIREMENTS**

Federal Transit Administration grant recipients are required to comply with the public participation requirements of 49 U.S.C. Section 5307:

- (b) Requires programs of projects to be developed with public participation.
- (c)(1)(I) requires a locally developed process to consider public comment before raising a fare or carrying out a major reduction in transportation service.

Public hearings can be held in connection with the following:

- fare increase/decrease or major change in transit service,
- annual budget, and
- other special circumstance.

### **3.0 FARE INCREASE/SERVICE CHANGE**

A "fare increase" is defined as:

- a) A change in any fare, and
- b) The establishment of any new fixed route or paratransit service that would charge either:
  - i. Fares that are higher than the existing established fare for the same type of service (fixed route or paratransit), or
  - ii. A fare type that is different from that currently in effect.

A "major change in transit service" is defined as:

- a) The elimination of a transit route,
- b) The addition of a new transit route,
- c) A reduction or expansion of 25% or more of transit route miles
- d) A reduction or expansion of 25% or more of transit revenue miles or service frequency of a route, and
- e) Both c) and d) will be computed on a daily basis for the day of the week for which the change is made.

#### **4.0 PROCEDURE**

At its discretion, LAKETRAN may elect to hold public hearings and/or receive public comments anytime it is considering a change to its existing service model, including a change that does not constitute a major route change.

A Notice of Public Hearing will be published once in a newspaper of general, local circulation not less than ten (10) days prior to the date of the hearing; as well as, on LAKETRAN's website, social media sites, and through a press release. An explanation of the content, along with the date, time and location of the meeting, will be published with instructions for submitting comments, contact information for questions or additional information, the due dates for comments, and a note regarding where to find additional information on the website: [www.LAKETRAN.com](http://www.LAKETRAN.com).

Public comment will be accepted at a formal public hearing. The public hearing may be held in conjunction with a regular or special meeting of the LAKETRAN Board of Directors, or it may be held separately. The public hearing may be conducted by LAKETRAN staff, and if held separately, the results will be presented to the Board at a regular meeting.

All persons wishing to provide comment will be afforded the opportunity to do so. Persons unable to attend these public hearings are provided the opportunity to submit comment via email, telephone, and/or mail. LAKETRAN will accept written comments on all subject matters for a two (2) week period after publication of a Notice or after a scheduled hearing.

Public hearings will be held at time(s) and place(s) convenient to the public, with special attention being paid to the needs of persons traveling to the hearing via public transportation. All public hearings will be held at accessible locations, and efforts will be made to make materials available in alternative formats upon request made at least five days prior to the hearing.

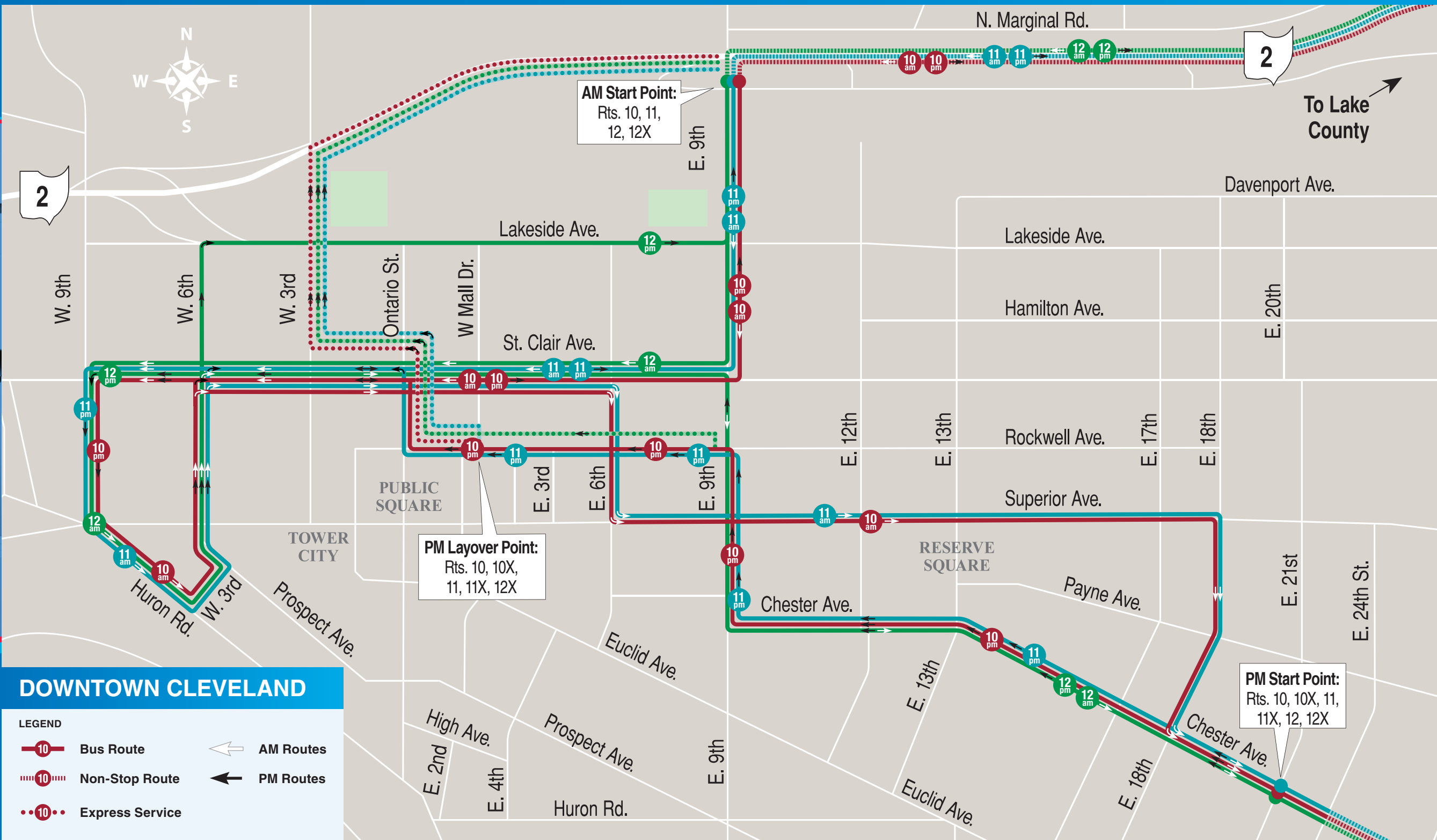
All comments provided at a public hearing and/or during the comment period will be recorded in the minutes for the meeting and will be summarized and presented to the Board for consideration, along with a recommendation for action by staff.

Copies of any documentation being presented at public hearings conducted by LAKETRAN will be available for public inspection at LAKETRAN's office located at 555 Lakeshore Blvd., Painesville Twp., Ohio 44077.

Final decisions on fare increases and service changes will be made by the LAKETRAN Board of Directors at a meeting open to the public.



# SYSTEM MAP



## DOWNTOWN CLEVELAND

**LEGEND**

- Bus Route
- Non-Stop Route
- Express Service
- AM Routes
- PM Routes

## RIDER TOOLS

- Trip Planner**  
Find the best route to your destination using Laketrans' online trip planner.
- Real-Time Map**  
Locate your bus traveling along its route in real-time or tap on any of Laketrans' 745 bus stop locations for the next bus departure.
- Next Bus**  
Find the next scheduled departures from your bus stop or Park-n-Ride by texting LTBUS + STOP ID + ROUTE # to 41411.

Use the **STOP ID** found here on your bus stop sign

**41411** → Text 41411

**LTBUS 23 1** → Make sure to type **LTBUS + STOP ID + Route #** \*Must Use Spaces

**Code: 23**  
**Route: 1**  
**Departs: 11:30 AM**  
**Reply: R**

Text R back to 41411 to **REFRESH** your departure times.

**Rider Tools**  
Available at laketrans.com or by downloading Laketrans' free mobile app.

## TIPS FOR A SUCCESSFUL TRIP

- Plan Your Trip**  
You can plan your trip at laketrans.com, with Laketrans' mobile app, Transit App, or Google Transit. Printed bus schedules are available at transit centers, local libraries, senior centers, Lakeland Community College, Great Lakes Mall and on-board Laketrans buses.
- Arrive Early**  
Get to your bus stop a few minutes early. As the bus approaches, check the destination sign on the front of the bus to make sure it's the correct bus.
- Pay Your Fare**  
Purchase your Laketrans tickets right from your smartphone before you ride. Download the EZfare app from the App Store or Google Play Store. Simply purchase your bus pass and activate it when you board.  
  
Buses are also equipped with fare boxes that take cash, coins, All-Day Passes, Value Cards, and Smart Cards. Passes can be purchased at laketrans.com or by calling 440-350-1000.



**Take A Seat**  
We ask that you keep the seats at the front of the bus open for seniors and people with disabilities. We recommend that for your safety, you take a seat instead of standing.

**Getting Off The Bus**  
About a block before your bus stop, press the request stop button to signal the driver. Wait until the bus comes to a complete stop and depart from the rear door.

## DIAL-A-RIDE



**Transferring Buses**  
Laketrans offers free transfers along Local Routes 1-9 and Park-n-Ride Routes 10-12 at designated transfer locations and Greater Cleveland RTA connections. If you pay with EZfare, your activated bus pass is valid for two hours to use to transfer. If you pay with cash, a bus pass or need to transfer to RTA, ask your driver for a transfer when you pay your fare. Transfers are valid for two hours. Transfers are not valid on the same route from which the transfer was issued or for use on a return trip.

**Bike Racks**  
All Local Route and Park-n-Ride buses are equipped with bike racks. The racks allow a bike rider to mount their bike on the front of the bus when riding. There is no extra charge for your bike.

**Travel Training**  
Are you a first time rider? Laketrans offers one-on-one travel instruction to individuals and groups to teach you how to plan your trip, read a bus schedule, pay your fare and use Laketrans' Rider Tools. Schedule a travel training by calling 440-350-1067 or email outreach@laketrans.com.

**Learn More**  
For more riding tips, safety information or to watch our How to Ride video, visit laketrans.com and click Riding Laketrans or Rider Tools.

Dial-a-Ride is a door-to-door, assisted transportation shared-ride service.  
  
Dial-a-Ride operates Monday – Saturday providing transportation throughout Lake County and to limited medical facilities in Cleveland. On the second Monday and the second Thursday of each month, Laketrans travels to other medical facilities in Cuyahoga County.  
  
Reservations are required 1-12 business days in advance. You can make reservations online with a Request-a-Ride account at laketrans.com or by calling 440-354-6100 or 1-888-LAKETRAN.

Dial-a-Ride is a prepaid service, meaning your trip must be paid for when you schedule your reservation. There are multiple ways you can pay for your trips when scheduling a reservation.

**Pay when you call:**  
When you call Customer Service to schedule a reservation, you will be able to pay for your trip with a credit or debit card over the phone.

**Pay through Request-a-Ride:**  
Login to Request-a-Ride and select the payment tab to add funds to your account. Your fare deducts from your balance when you schedule a reservation. To open a Request-a-Ride account, call Customer Service.

**Mail-in a check or money order:**  
Customers are able to mail a check or money order to Laketrans and have the funds applied to a Dial-a-Ride account.

**Add funds to your account in person at Laketrans:**  
Come to Laketrans in person and add funds to your Dial-a-Ride account. Laketrans is located at 555 Lakeshore Blvd. in Painesville Twp. Business hours are Monday - Friday, 8 a.m. to 4:30 p.m. If you need to add funds to your account in person at Laketrans, a Dial-a-Ride trip will be provided free of charge.

Bus fare must be paid when boarding the bus for Local Routes and Park-n-Ride services. Dial-a-Ride customers pay at the time of scheduling a reservation.

### Ways to pay on Local Routes & Park-n-Ride:

**EZfare app:** You can now buy, store, and activate your bus pass on your smartphone. Download the EZfare payment app, simply purchase your bus pass and activate it when you board. Your driver will then ask you to scan your pass using our electronic validator.

**Fare box:** Laketrans fare boxes accept cash, coins, All-Day passes, Value Cards, and Smart Cards. Drivers cannot make change. Fare cards can be purchased online at laketrans.com, by calling 440-350-1000 or in-person at Laketrans located at 555 Lakeshore Blvd. in Painesville Township. Please allow 2-10 business days for delivery.

### Local Routes (Routes 1-9)

	Each Way
<b>Regular Fare</b>	<b>\$1.75</b>
<b>Reduced Fare</b> With Golden Buckeye/Medicare/ADA/Student Reduced Fare Card	<b>75¢</b>
<b>Children (2-12 years)</b> Under 2 Free	<b>75¢</b>
<b>All-Day Pass</b> Reduced Fare	<b>\$4.00</b> <b>\$2.00</b>

### Park-n-Ride (Routes 10-12)

	Each Way
<b>Regular Fare</b>	<b>\$3.75</b>
<b>Student Fare</b> With Valid Cleveland Based School ID	<b>\$1.50</b>
<b>31-Day Pass</b> Activates on first day of use for 31 days	<b>\$135.00</b>

	Each Way
<b>Regular Fare</b>	<b>\$10.00</b>
<b>Reduced Fare</b> With Golden Buckeye/Medicare/ADA/Student Reduced Fare Card	<b>\$2.50</b>
<b>Children (2-12 years)</b> Under 2 Free	<b>\$2.50</b>

### From our CEO

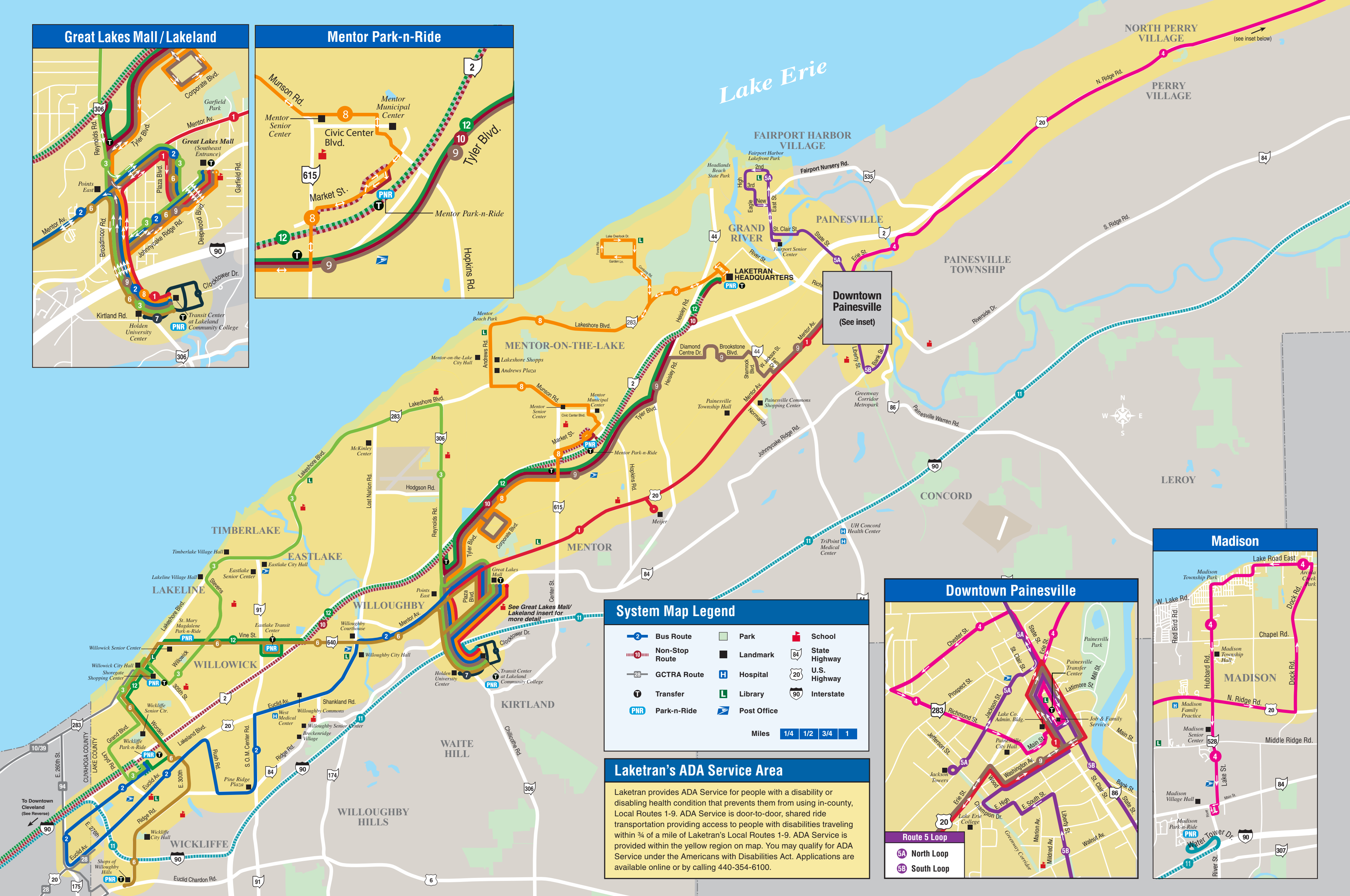
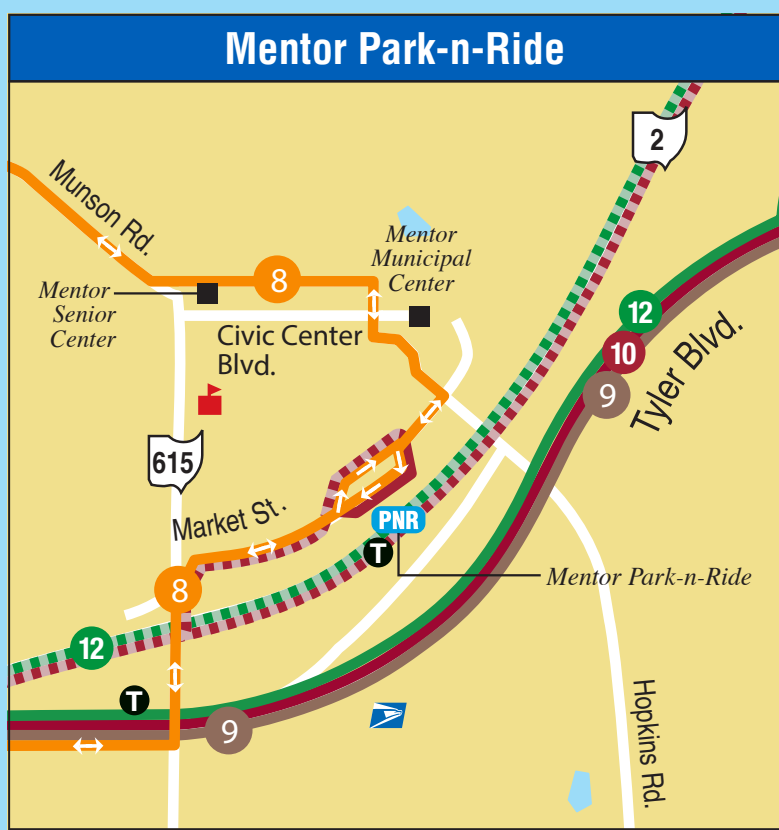
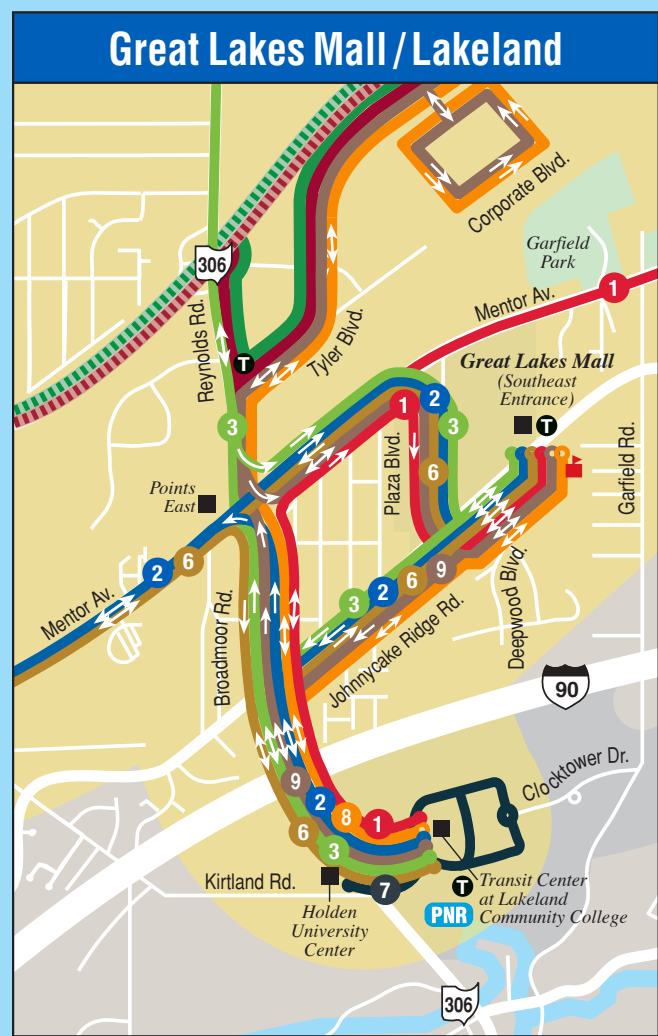


## Welcome to Laketrans

Laketrans is committed to providing you with a safe and reliable public transit experience. With Laketrans, you will enjoy getting where you need to go in a clean, accessible, and efficiently operated bus, driven by Lake County's friendliest drivers. We have always put our customers first and our goal is to make Laketrans your first choice to get around town. Welcome aboard.

~ Ben Capelle





**Downtown Painesville**  
(See inset)

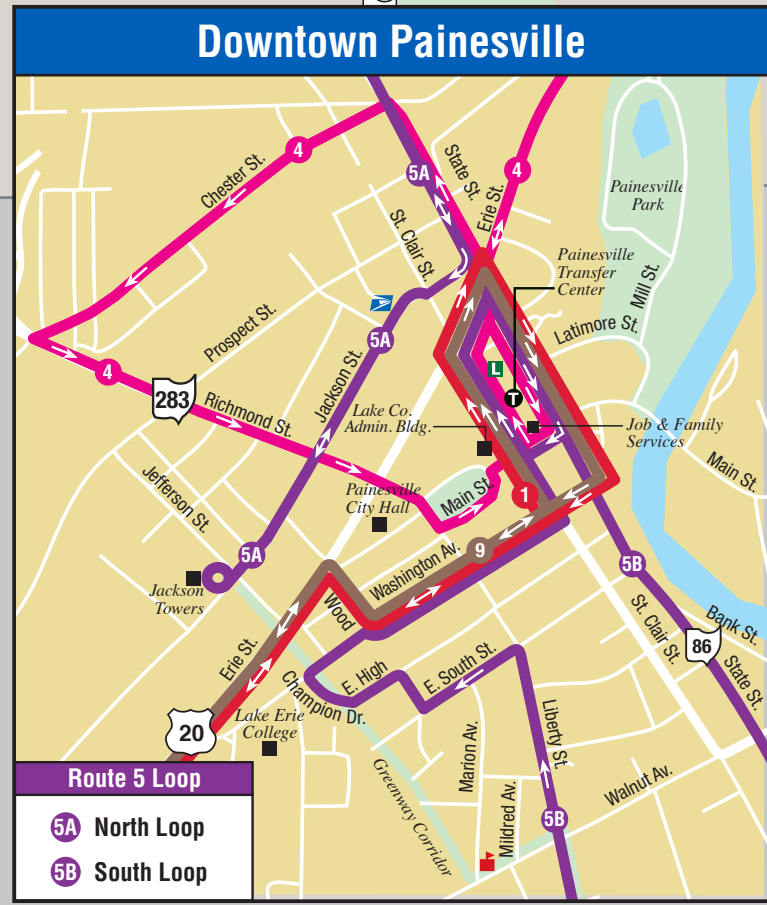
### System Map Legend

Bus Route	Park	School
Non-Stop Route	Landmark	State Highway
GCTRA Route	Hospital	U.S. Highway
Transfer	Library	Interstate
Park-n-Ride	Post Office	

Miles 1/4 1/2 3/4 1

### Laketrans ADA Service Area

Laketrans provides ADA Service for people with a disability or disabling health condition that prevents them from using in-county, Local Routes 1-9. ADA Service is door-to-door, shared ride transportation providing access to people with disabilities traveling within 3/4 of a mile of Laketrans Local Routes 1-9. ADA Service is provided within the yellow region on map. You may qualify for ADA Service under the Americans with Disabilities Act. Applications are available online or by calling 440-354-6100.



## LOCAL ROUTES

Laketrans Local Routes 1-9 travel along the major corridors of Lake County. Stops can be found at approximately 1/4 mile intervals. Local Routes operate Monday through Saturday. All buses on Routes 1-9 are equipped with bicycle racks that can accommodate up to two bikes.

ROUTE	MAJOR CORRIDOR	CITIES SERVED	ROUTE	MAJOR CORRIDOR	CITIES SERVED
1	Mentor Ave.	Mentor, Painesville Township, Painesville	7	Campus Loop Shuttle	Lakeland Community College, Holden University Center
2	Euclid Ave.	Mentor, Willoughby, Wickliffe, Euclid	8	Tyler Blvd./Andrews Rd.	Mentor, Mentor-on-the-Lake, Mentor Headlands, Painesville Township
3	SR-306/Lakeshore Blvd.	Mentor, Willoughby, Eastlake, Willowick, Wickliffe	9	Tyler Blvd./Heisley Rd.	Mentor, Painesville
4	SR-20	Painesville, Perry, Madison			
5	State St.	Painesville, Fairport Harbor			
6	Vine St.	Mentor, Willoughby, Eastlake, Willowick, Wickliffe, Willoughby Hills			

## PARK-N-RIDE

Laketrans weekday Park-n-Ride service takes you from Lake County to downtown Cleveland economically, safely and on-time. Laketrans offers three routes from eight Park-n-Ride locations. Commuters and carpoolers park free at any of Laketrans well-lit Park-n-Ride lots. All buses on Routes 10-12 are equipped with bicycle racks that can accommodate up to two bikes.

ROUTE	EXIT	AREA SERVED
10	SR 615	Mentor Park-n-Ride/Tyler Boulevard
11	SR 528/SR 306	Madison/Lakeland College Park-n-Ride
12	Lloyd Road	Eastlake Transit Center/Wickliffe Park-n-Ride/Tyler Boulevard

## ACCESSIBILITY

All Laketrans buses are wheelchair accessible.

Local Route and Park-n-Ride buses kneel to assist negotiating the first step.

Dial-a-Ride buses carry wheelchairs to assist when needed.

All service animals are welcome.

# Painesville City Local Schools Raiders GO Registration Form

Raiders GO offers Harvey High School students free access to Laketran Local Routes 1-9 to access after school jobs, internships, community resources, and more. Students will receive unlimited rides using a monthly bus pass on Laketran's EZfare app.

To register for Raiders GO, please complete the form below and return to Mr. Irish in the HUB.

Questions about the new program contact: Kristin Oriani at [kristin.oriani@pcls.net](mailto:kristin.oriani@pcls.net) or Kenan Irish at 440-867-4519.

Questions about riding Laketran contact: Dale Wiechelman at [dwiechelman@laketran.com](mailto:dwiechelman@laketran.com) or 440-350-1067.

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

Student Email: \_\_\_\_\_

Student Phone: \_\_\_\_\_

\_\_\_\_\_ Yes, I have downloaded Laketran's EZfare app and created an account using my student email address. (Data is not necessary to use the app to ride the bus. If you do not have a mobile device Laketran can provide a Raiders GO id card.)

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## Parental/Guardian Consent

I, \_\_\_\_\_ (Parent/Guardian), give my consent for \_\_\_\_\_ (Student Name) to participate in the Raiders GO program and have access to and be transported by Laketran and I will assume all liability for their participation in this program and any injury that may result during the transport.

Further, by signing below:

1. I will not hold Painesville City Local School District, its officers, agents, employees, assigns, or anyone acting on its behalf, responsible or liable for injury occurring to the named person in the course of such travel.
2. I hereby accept financial responsibility for any personal items lost by the person identified herein while utilizing Raiders GO.
3. I accept full responsibility and hereby grant permission for my minor child to participate in the Raiders GO program and utilize Laketran services.

I do hereby give permission for \_\_\_\_\_ (Student Name) to participate in the Raiders GO program and utilize Laketran transportation.

Parent Signature: \_\_\_\_\_

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



## Escuelas locales de la ciudad de Painesville

### Formulario de registro de Raiders GO

Raiders GO ofrece a los estudiantes de Harvey High School acceso gratuito a las rutas locales 1-9 de Laketran para acceder a trabajos extracurriculares, prácticas profesionales, recursos comunitarios y más. Los estudiantes recibirán viajes ilimitados con un pase de autobús mensual en la aplicación EZfare de Laketran.

Para registrarse en Raiders GO, llene las líneas de abajo y entrégalo a Sr. Irish en el HUB.

Preguntas sobre el nuevo programa de contacto: Kristin Oriani en [kristin.oriani@pcls.net](mailto:kristin.oriani@pcls.net) o Kenan Irish en 440-867-4519 (español)

Preguntas sobre montar en Laketran, contacto: Dale Wiechelman en [dwiechelman@laketran.com](mailto:dwiechelman@laketran.com) o 440-350-1067.

Nombre del estudiante: \_\_\_\_\_

Correo electrónico del estudiante: \_\_\_\_\_

Teléfono del estudiante: \_\_\_\_\_

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#### Consentimiento de los padres / tutores

\_\_\_\_\_ Sí, he descargado la aplicación EZfare de Laketran y he creado una cuenta con la dirección de correo electrónico de mi estudiante. (No se necesitan datos para usar la aplicación para viajar en autobús. Si no tiene un dispositivo móvil, Laketran puede proporcionar una tarjeta de identificación de Raiders GO).

Yo, \_\_\_\_\_ (Padre / Tutor), doy mi consentimiento para \_\_\_\_\_  
(Nombre del estudiante)

para participar en el programa Raiders GO y tener acceso ay ser transportado por Laketran y yo asumiré toda la responsabilidad por su participación en este programa y cualquier lesión que pueda resultar durante el transporte.

Además, firmando a continuación:

1. No haré responsable al Distrito Escolar Local de la Ciudad de Painesville, sus funcionarios, agentes, empleados, cesionarios o cualquier persona que actúe en su nombre por las lesiones que sufra la persona mencionada en el transcurso de dicho viaje.
2. Por la presente acepto la responsabilidad financiera por cualquier artículo personal perdido por la persona identificada en este documento mientras utiliza Raiders GO.
3. Acepto toda la responsabilidad y por la presente otorgo permiso para que mi hijo menor participe en el programa Raiders GO y utilice los servicios de Laketran.

Por la presente doy permiso para que \_\_\_\_\_ (Nombre del estudiante)  
participe en el programa Raiders GO y utilice el transporte de Laketran.

Firma de los padres: \_\_\_\_\_ Fecha: \_\_\_\_\_



# INTRODUCING

# HOLA GO



Laketran is proud to partner with HOLA to launch the new HOLA GO program.

You can now take Laketran Local Routes 1-9 to work, school, college, shopping, doctor appointments, or anywhere you go and it's free.

To get started, register with HOLA at the Community Center or call (440) 210-4222.



# LAKETRAN

# INTRODUCIENDO

## HOLA GO



Laketran se enorgullece de asociarse con HOLA para ofrecer HOLA GO, un nuevo programa de HOLA que ofrece pases de autobús gratuitos para viajar en las rutas de autobuses locales 1-9.

Laketran puede llevarlo al trabajo, a la escuela, a la universidad, a las compras, a las citas médicas, o a donde quiera que vaya, y es gratis.

La ruta 5 lo lleva al nuevo centro comunitario de HOLA.

Para comenzar, regístrese en el Centro de HOLA or llame al (440) 210-4222.



## LAKETRAN



Cintas está ofreciendo

# TRANSIT GO

¿Necesita usted un transporte al trabajo? Laketran puede llevarte gratis.

## ¿QUE SIGNIFICA TRANSIT GO?

Transit Go es programa que beneficia a los empleados. Cintas provee servicios de transporte en sus rutas locales. El programa ofrece a los trabajadores transporte confiable y accesible a tu trabajo y de regreso a casa.

### COMO FUNCIONA:

- 1 Contact Laketran a 440-350-1012 o [jschick@laketran.com](mailto:jschick@laketran.com) para inscribirse a programa. (Transit Go)
- 2 Bajar **EZfare** móvil ticket app. Para obtener pases para ir y regresar del trabajo.
- 3 Laketran depositara los pases mensualmente en tu cuenta. Si no tienes teléfono inteligente, los pases en papel te serán enviados por correo.
- 4 Cuando abordes el bus, solo escanea tu pase ¡Y listo!

### LOS BENEFICIOS DE TRANSIT GO :

- Ahorras en gasolina, mantenimiento, y aseguranza de coche
- Reduce el estrés de manejar
- Provee transporte confiable
- Crea hábitos saludables
- Un beneficio que puedes usar diario
- Ahorra dinero

## MAS ACERCA DE LAKETRAN...

### RUTAS LOCALES 1-9

Laketran funciona dentro de las calles principales en Lake County con paradas cada cuarto de milla.

Servicios de rutas locales funciona cada hora o menos lunes a viernes de 6 a.m. - 8 p.m.  
Cada dos horas en sábados 8 a.m. - 7 p.m.

### LAKETRAN APPS



Laketran móvil app hace más fácil sin rutina al trabajo. Obtén horarios , información sobre los precios y sigue la ruta.



EZfare Laketran también ofrece una app (EZfare en su teléfono para tus tickets.) Una manera de pagar limpia y segura (sin tocar nada.)

Las dos apps están disponibles en la tienda de Google Play.



[www.laketran.com](http://www.laketran.com) | 1-888-LAKETRAN

Resolution Number 2023 - 017  
LAKETRAN Facility  
555 Lakeshore Blvd.  
Painesville, Ohio

The Board of Trustees of LAKETRAN in and for Lake County, Ohio met this day in regular session after giving at least twenty-four hours' notice to the news media and public with the following members present:

Messrs. and Mmes.: Brian J. Falkowski, William F. Eppich, Donna McNamee, Lane H. Sheets, Kim Stenger, Gary L. Swanson and Charles J. Zibbel

Mr. Zibbel presented the following resolution and moved its adoption:

#### **RESOLUTION ADOPTING LAKETRAN'S TITLE VI PROGRAM**

WHEREAS, the Board of Trustees of LAKETRAN hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of the Board of LAKETRAN Trustees, and that all deliberations of the Board of LAKETRAN Trustees, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code, and

WHEREAS, LAKETRAN is required under 49 CFR Part 21 to develop and maintain a Title VI program; and

WHEREAS, the FTA requires that an updated Title VI program be submitted for review every three years; and

WHEREAS, LAKETRAN's Title VI Program was due to FTA no later than February 1, 2023 and submitted to FTA prior to the deadline; and

WHEREAS, the LAKETRAN Board of Trustees approved resolution 2023-005 authorizing the operation of Geauga Transit; and

WHEREAS, due to this contract with the Geauga County Commissioners, the Title VI Program must be updated to include Geauga Transit.

NOW THEREFORE, BE IT RESOLVED, by the LAKETRAN Board of Trustees, in and for Lake County, Ohio that:

Section 1. The Laketrans Board of Trustees approves Laketrans Title VI Plan which now also includes Geauga Transit.

Section 2. All prior legislation, resolutions, and/or motions, or any parts thereof, which are inconsistent with this resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 3. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that any and all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

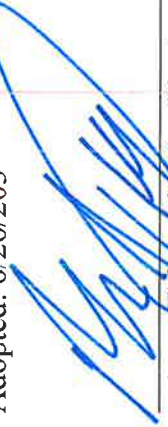
Section 4. This resolution is effective immediately upon its adoption.

Ms. Stenger seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:


"AYES": Messrs. and Mmes.: Eppich, McNamee, Sheets, Stenger Swanson and Zibbel

"NAYS": None

Adopted: 6/26/203

  
\_\_\_\_\_  
Brian J. Falkowski, President  
Board of Trustees

Resolution adopted,

  
\_\_\_\_\_  
Benjamin Capelle  
Secretary/Treasurer



## **Laketrans Terms and Conditions**

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "Laketrans Standard Contractual Terms and Conditions", which is available upon request. Laketrans Standard Terms and Conditions are hereby incorporated by reference into and made a part of this IFB/RFP just as if they were reproduced in their entirety here. Further, Laketrans Standard Terms and Conditions are extremely important, and are applicable to and binding upon each bidder/proposer and will become contractual to and binding upon each successful bidder/proposer to whom a contract is awarded. It is the bidder's/proposer's responsibility and obligation to have read and understood Laketrans Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Contractor	2.36	Davis Bacon & Copeland Anti-Kickback
2.2	Contractor's Obligation	2.37	Conflict of Interest
2.3	Buyer's Obligation	2.38	Fraud, Waste, Abuse or Other Legal Matters
2.4	Contract Period	2.39	Fraud & False Claims
2.5	Performance Bond	2.40	No Federal Government Obligations to Third Parties
2.6	Notice to Proceed	2.41	Privacy
2.7	Contract Modification	2.42	Procurement
2.8	Subcontracts	2.43	Special Requirements for Transit Operations Contracts
2.9	Civil Rights	2.44	Seismic Safety
2.10	DOL EEO Clause for Construction	2.45	Hatch Act/Work Day and Work Week Standards
2.11	Bus Testing	2.46	Cargo Preference
2.12	Delivery	2.47	Fly America
2.13	Payment	2.48	Clean Air Act & Federal Water Pollution Control Act
2.14	Liquidated Damages	2.49	Energy Conservation
2.15	Taxes	2.50	Debarment and Suspension
2.16	Inspection	2.51	Compliance with Laws and Regulations
2.17	Audit and Inspection of Records	2.52	Applicable Law and Jurisdiction
2.18	Right to Adjust Cost	2.53	Integrated Agreement
2.19	Failure to Meet Specifications	2.54	Laketrans Understanding
2.20	Warranties	2.55	Incorporation of FTA Terms
2.21	Indemnification	2.56	Non-Smoking Policy
2.22	Hold Harmless	2.57	Funding Agencies
2.23	Disputes	2.58	Prohibition on certain telecommunications & video surveillance services or equipment.
2.24	Notification of Proceedings	2.59	Solid Wastes
2.25	Termination/Breach of Contract	2.60	Safe Operation of Motor Vehicle
2.26	Assignment	2.61	Human Trafficking
2.27	Covenant Against Contingent Fees	2.62	Restrictions on Lobbying
2.28	Patent Rights & Intellectual Property	2.63	Veteran's Hiring Preference
2.29	Release of Information	2.64	ITS Projects
2.30	Ownership of Documents	2.65	Tax Liability and Felony Convictions
2.31	Retention of Records	2.66	Severability
2.32	Workmens' Compensation Act		
2.33	Social Securities Act/Unemployment Compensation, Etc.		
2.34	Federal Assistance		
2.35	Work Hours Act		

## **Special Transit Terms & Conditions**

The successful contractor will be required to comply with these terms and conditions.

### **2.1 Independent Contractor**

Contractor, for purpose of this agreement shall be considered as an independent Contractor who covenants and agrees to perform and/or deliver for the stated compensation herein, all of the services and/or equipment described under the section of this contract titled Scope of Work. Contractor agrees to complete the work in a workmanlike manner with a high degree of professionalism and to ensure the accuracy and timeliness of the services rendered herein under.

### **2.2 Contractor's Obligation**

The general obligation of the successful bidder (hereinafter variously referred to as Contractor or successful bidder) shall be to transfer and deliver the goods and services specified in complete accordance with the terms, conditions and specifications of this Invitation-for-Bid.

### **2.3 Buyer's Obligation**

The general obligation of Laketrans shall be to accept conforming delivery and conforming goods and services and to pay in accordance with the terms, conditions and specifications as bid upon.

### **2.4 Contract Period**

At all times during the contract period, the Contractor agrees to the following:

- A. Contractor agrees to commence work upon written receipt of its bid acceptance and approval along with the notice to proceed from Laketrans.
- B. Contractor agrees to commence performance of this contract as stated in the bid specifications and the bid award.

### **2.5 Performance Guarantee**

#### **2.5.1 For Construction Projects**

- A. For construction projects, Contractor shall supply the payment and performance bond required by §153.57 of the Ohio Revised Code if he did not supply the combined bid, payment and performance bond required by §153.571 of the Ohio Revised Code with his bid.

#### **2.5.2 For Non-Construction Projects of \$25,000 or more**

- A. Only when specifically requested, a performance guarantee in the form of a certified check, performance bond, cashier's check or an irrevocable letter-of-credit, in an amount equal to 5% of the value of this contract shall be posted by Contractor with Laketrans within twenty-one (21) days of notice that it is required.
- B. The guarantee is required to ensure the goods and/or services purchased via this

procurement are built and/or delivered in accordance with Laketran's specifications. It does not cover maintenance or warranty of the goods or any subcomponent thereof. It will be forfeited by Contractor as partial or complete settlement of damages, as determined by Laketran, should Contractor fail to perform as contracted for.

- C. Any performance bond must be written by a company authorized to write bonds in the State of Ohio and must be listed in the latest edition of U.S. Treasury Circular 570, or having a rating by A.M. Best of B+ or better, and must show sufficient bonding capacity to bond the performance required under this contract. The bond must meet the approval of Laketran's Legal Counsel. Performance bond will be returned to manufacturer within thirty (30) days of contract completion.

## **2.6 Notice to Proceed**

Laketran will furnish Contractor written direction to commence delivery hereunder entitled "Notice to Proceed" within ten (10) days after receipt by Laketran of the required performance bond, insurance certificates or such other documentation which Contractor is required to submit for Laketran approval prior to performance under this Contract. Laketran 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.

## **2.7 Contract Modification**

No change or modification of the terms and conditions of this agreement may be made unless:

- A. Any proposed change in this contract shall be submitted to Laketran for its prior written approval. The CEO, or designee, may at any time, by written order only, make changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or completion schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided, however, that the CEO, or designee, if they decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under the contract.
- B. Any modification made must be in writing and attached to the contract in the form of an amendment, and signed by both parties signifying agreement to the modification.
- C. Any contract modifications, if granted by Laketran, will not operate as a release to the Contractor from the covenants and conditions of this contract outside of the nature of the expressed modification nor shall same be considered as a waiver for any breach of contract damage claim which may be made by Laketran.
- D. Any modification agreed to by and between Laketran and the Contractor must be in compliance with Section 306.43 of the Ohio Revised Code and is subject to Federal

Transit Administration concurrence if needed.

## **2.8 Subcontracts**

Any subcontract the bidder may wish to enter into must be approved by Laketran prior to the execution of the subcontract, and all the requirements of these terms and conditions must be included within said subcontracts to gain approval of Laketran.

Any substitution of a subcontractor or independent Contractor must be furnished in writing to Laketran for the purpose of determining and maintaining the intent of Laketran's disadvantaged business enterprise goals.

## **2.9 Civil Rights**

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

### **2.9.1 Americans with Disabilities Act (ADA)**

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

### **2.9.2 Disadvantaged Business Enterprise**

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor 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 the Agency deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

### **2.9.3 Federal Equal Employment Opportunity (EEO) Requirements**

Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of

1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### **2.9.4 Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- B. **Non-Compliance.** In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

#### **2.10 Special DOL EEO Clause For Construction Projects**

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- H. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2.11 Bus Testing**

*This section applies only to contracts for the purchase of vehicles.*



The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

## **2.12 Delivery**

Throughout this project and in this contract, the terms delivery and completion are used interchangeably. Contractor shall tender performance and/or completion of this project in the manner and at the place and time specified in the IFB. All deliveries are to be F.O.B. destination at Laketran, 555 Lake Shore Blvd, Painesville Township, Ohio 44077 or as otherwise designated on the bid form by Laketran. It is agreed that the bid prices include freight.

## **2.13 Payment**

Payment will be made against approved invoices within thirty (30) working days of acceptance. Payment will only be made for goods and services accepted. For goods and services accepted which acceptance is later revoked prior to payment, the payment will be withheld until defects in the nonconforming goods or services are cured and accepted. In the case of serial deliveries and serial invoicing, Laketran reserves the right to deduct overpayments from current invoice amounts.

- Payment does not waive the later revocation of acceptance. Payment terms and warranty coverage begin at time of acceptance.
- All invoices shall be mailed to: Accounts Payable, Laketran, 555 Lakeshore Blvd. Painesville Twp., OH 44077.
- Late payments will accrue no interest.

### **2.13.1 Prompt Payment (Prime Contractors)**

- A. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- B. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

## **2.14 Liquidated Damages**

Laketrans reserves the right to assess liquidated damages.. The Contractor will pay Laketrans the sum of \$100.00 per each calendar day, excluding weekends and statutory holidays, that the products solicited by this RFP are delayed beyond the delivery stipulated under Section 5 and as bid upon subject to extensions granted thereto in writing. The Contractor agrees to pay such liquidated damages herein provided commencing with any late delivery after the last date of delivery specified in Contractor's bid and continuing until the total order is complete and, in case the same are not paid, agrees that Laketrans shall deduct the amount thereof from any money due or to become due the Contractor under the contract.

The Contractor may be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work beyond the time named in these specifications caused by acts of God, or of the public enemy, fire, floods, epidemics, strikes, labor disputes, and freight embargoes, or other causes beyond his/her reasonable control, provided that the Contractor shall notify Laketrans in writing of the causes of delay within 7 days from the beginning of any such delay. Laketrans shall ascertain the facts and extent of the delay, and its findings thereon shall be final and conclusive. Contractor has the burden of proof that the delay was beyond his/her control.

## **2.15 Taxes**

The contract price or prices for the commodities contained in the contract are subject to increase or decrease by the amount of any additional tax or taxes or reduction of such tax or taxes, as the case may be, affecting such commodity imposed by or under authority of the Federal government or the State of Ohio which may be enacted after receipt of bids for this contract and such changes shall continue in effect during the existence of such change in the tax or taxes; provided, however, that in the event of any increase in cost, a claim shall be presented by the Contractor within thirty (30) days of the imposition of such tax and such claims shall be supported by evidence of such additional tax, satisfactory to Laketrans. Reductions in taxes will be deducted from the contract price.

As a political subdivision of the State of Ohio, Laketrans is exempt from all sales, excise, federal gasoline, and transportation taxes, except State of Ohio gasoline and federal Superfund taxes. The price or prices bid, whether a unit price, lump sum price, lot price, or a trade discount from catalog list prices, shall be exclusive of all such taxes. Our tax exempt number is available upon request.

## **2.16 Inspection**

Laketrans reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform with the specifications; provided, however, Laketrans is under no duty to make such inspection and, if no such inspection is made, the Contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance

with the specifications. FTA and ODOT shall be accorded the same inspection rights reserved by Laketran in this clause. Laketran will receive conforming deliveries for purposes of inspection. Acceptance of goods and services will not occur until after inspection or until a reasonable time for inspection has elapsed.

Except as otherwise provided in this contract, the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to Laketran at the designated point and prior to acceptance by Laketran or rejection and giving notice thereof by Laketran, Laketran shall be responsible for the loss, destruction of, or damage to the supplies. The Contractor shall bear all risks as to rejected supplies after Contractor retakes possession and/or control of such supplies.

Laketran may test deliveries before or after acceptance for conformance with the specifications. Such tests may be performed by independent laboratories. Where test results indicate nonconforming goods, the delivery and the goods will be rejected and the cost of the test charged to Contractor. Where acceptance has preceded testing, acceptance is deemed conditional and subject to revocation. Laketran may reject goods and services and may revoke its acceptance without testing.

#### **2.17 Audit and Inspection of Records**

Upon reasonable request, the bidder shall permit the authorized representative of Laketran, the Auditor of the State of Ohio, their agents, plus the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all work, material, payroll and other data and records relating to its performance under this contract. Results of such Audit or Inspection - plus information gained from same - will not be released by Laketran except to the U.S. Department of Transportation or Controller General, or the Auditor of the State of Ohio.

#### **2.18 Right to Adjust Cost**

If Laketran determines during the life of the contract that data submitted by the Contractor/bidder is not correct, incomplete, or inaccurate, Laketran shall negotiate a downward adjustment in cost.

#### **2.19 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 (successful bidder) 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 meeting the requirements of the order and of these specifications, Laketran 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 Laketran for any excess cost and expense occasioned Laketran thereby.

#### **2.20 Warranties**

Contractor warrants that for a period of one (1) year (or for such longer period as prescribed by the specifications) following acceptance of the goods and services delivered hereunder, the goods and services are free of defects in materials and workmanship and further warrants that such goods and service are suited for the purposes intended and are of merchantable quality. Contractor further warrants that it holds good and marketable title in the goods delivered, and that such goods are free of all liens, security interests or other encumbrances. Contractor agrees that in the event the goods or services are not as specified herein and as warranted in these specifications, it will promptly cure the defect at its sole cost and expense. Contractor further agrees to indemnify Laketran for all costs and damages, both incidental and consequential, resulting from the delivery of goods and services which fail to meet the aforesaid warranties. It is agreed that the goods and services provided hereunder are regarded as consumer goods and services.

## **2.21 Indemnification**

- A. To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgements, and hold harmless the Laketran and its agents, representatives, and employees from and against all claims, actions, judgements, costs, penalties, liabilities, damages, losses and expenses, including but not limited to attorney's fees and worker's compensation benefits arising out of or resulting from the performance of this contract, provided that any such claims, action, judgement, cost, penalty, liability, damage, loss or expense is:
  - a. Attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the goods) including the loss of use resulting therefrom, and
  - b. Caused in whole or in part by a negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone to whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
  - c. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
  
- B. In any and all claims against the Laketran or any of its agents, representatives or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability acts or other employee benefits acts. As between Contractor and Laketran, Contractor waives its immunities under O.R.C. Chapter 4123.
  - A. Laketran will notify Contractor within five working days of it making a claim against that Contractor or within five working days of Laketran learning that a third-party has made a claim against the Contractor.
  
- C. No provision of this paragraph shall give rise to any duties on the part of the Laketran

or its agents, representatives or employees.

## **2.22 Hold Harmless**

The Contractor agrees to hold Laketran harmless from liability resulting from the Contractor's acts or omissions within the terms of this agreement; provided, however, the Contractor shall not hold Laketran harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of incident to, or resulting directly or indirectly from the negligence of Laketran, its officers, agents, representatives, or employees.

## **2.23 Disputes**

- A. Except as otherwise provided in this solicitation, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by Laketran, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder or Contractor. The decision of Laketran shall be final and conclusive. In the event of a dispute after award of a contract, the Contractor shall proceed diligently with the performance of the contract in accordance with Laketran's decision.
- B. The laws of the State of Ohio will prevail and remedy - if any - will be pursued in Lake County, Ohio.

## **2.24 Notification of Proceedings**

Laketran 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 Laketran 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. The Contractor shall furnish immediately to Laketran copies of all pertinent papers received by the Contractor.

The sending or giving of any notice, invoice, or statement by U.S. Mail, postage prepaid by either party hereto, addressed to the other at the respective addresses shown in the preamble to this contract.

## **2.25 Termination/Breach of Contract**

### **2.25.1 Termination for Convenience (General Provision)**

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### **2.25.2 Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

In addition to any rights reserved to Laketran 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.

### **2.25.3 Opportunity to Cure (General Provision)**

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **2.25.4 Waiver of Remedies for any Breach**

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

### **2.25.5 Termination for Convenience (Professional or Transit Service Contracts)**

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for

payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### **2.25.6 Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### **2.25.7 Termination for Default (Transportation Services)**

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### **2.25.8 Termination for Default (Construction)**

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and

plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

- A. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
- B. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

### **2.25.9 Termination for Convenience or Default (Architect and Engineering)**

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.



### **2.25.9 Termination for Convenience or Default (Cost-Type Contracts)**

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **2.25.10 Disputes**

- A. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.
- B. Performance during Dispute:  
Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.
- C. Claims for Damages:  
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

E. Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **2.26 Assignment**

Laketrans reserves the right to assign all or any portion of the award under this contract including option quantities. Laketrans's right of assignment will remain in force over proposed contract period or until completion of the contract to include options, whichever occurs first.

If this contract includes an option to purchase additional quantities of the same equipment at the prices tenders by the proposer, the options shall be executed by Laketrans at its sole discretion taking available funding, proposer's price, need for the vehicles and Laketrans's experience with the contractor. Any part of this tender including options that is not executed by Laketrans shall be assignable by Laketrans with vendor's consent to another transit agency.

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 Laketrans endorsed thereon or attached thereto. Should said assignment be made by Court order, all rights and obligations of the Contractor under this contract shall fall to and be incumbent upon Contractor's successors and assigns.

## **2.27 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 bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this covenant, Laketrans 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.

## **2.28 Patent Rights & Intellectual Property Rights (where applicable)**

If this project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data

first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

- Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.
  - For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
- A. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Federal Government Purposes,” any subject data or copyright described below. For “Federal Government Purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
- a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
  - b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- B. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- C. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the

Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- D. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- E. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- F. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **2.29 Release of Information**

Contractor agrees not to release data or information about the results of the agreed upon project to any person outside of Laketran without first obtaining written authorization to release such information from Laketran.

## **2.30 Ownership of Documents**

Laketran and FTA will become the sole and exclusive owners of all documents prepared by the bidder upon payment for same by Laketran, except any documents which may be protected by patent, lease or other written documents which provide proof of ownership plus production drawings, bills of material, purchase orders, etc.

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

The Contractor shall, at its own expense, defend all suits or proceedings instituted against Laketran and pay any award of damages assessed against Laketran in such suits or proceedings, insofar as the same are based on any claim that materials furnished or work performed under the contract constitutes an infringement of any patent, trade secret, copyright, or any other proprietary right to which Laketran claims ownership.

## **2.31 Retention of Records**

- A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and make readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

- B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **2.32 Workmens' Compensation Act**

The Contractor shall comply with the State law known as the Workmens' Compensation Act and shall pay into the State insurance fund the necessary premiums required by the Act.

Any and all of the employees of Contractor while engaged in the performance of any work required by Contractor under this agreement shall be considered to be employees of Contractor only and not of Laketran, and any and all claims that may arise from the Workers Compensation Act on behalf of said employees while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of Contractor's employees while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

The Contractor may provide certifications in lieu of the above if said is a qualified self-insurer of Workers Compensation.

### **2.33 Social Securities Act/Unemployment Compensation, Etc.**

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance and old age retirement benefits or annuities now or hereafter imposed under any State and Federal law which are measured by the wages, salaries or other remunerations paid to persons 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 now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless Laketran from any such contributions or liability therefor.

## **2.34 Federal Assistance**

The procurements under this contract are supported in part by Federal assistance under grants made by the Department of Transportation, Federal Transit Administration, and the Ohio Department of Transportation, pursuant to the Federal Transit Act. When so funded, this contract shall be subject to all rules and regulations promulgated pursuant thereto.

## **2.35 Work Hours Act**

- A. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- B. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- C. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- D. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### **2.35.1 Compliance with the Contract Work Hours and Safety Standards Act.**

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

### **2.36 Davis Bacon Act & Copeland Anti-Kickback Act** *For Construction Contracts Only*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

### **2.37 Conflict of Interest**

No officer, agent or trustee of Contractor shall participate in the selection or administration of this contract if a conflict of interest, real or apparent, would be involved or appear to be at issue.

### **2.38 Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, Abuse, or Other Legal Matters**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- A. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- B. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- C. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

### **2.39 Program Fraud & False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 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 Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil



Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **2.40 No Federal Government Obligations to Third Parties**

The Recipient and Contractor acknowledge and 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 by 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **2.41 Privacy**

Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **2.42 Procurement**

The Contractor and its Subcontractors will not make any procurements using exclusionary or discriminatory specifications, state or local geographic preferences, and shall comply with Buy America regulations at 49 U.S.C. 5323(j), 49 C.F.R. Part 661, and Section 70901 of the Infrastructure Investment and Jobs Act and shall make contract awards to other than the lowest,

responsive and responsible bidder only when such award meets the requirements of 49 CFR 53 and C4220.1F.

## **2.43 Special Requirements for Transit Service Contracts**

### ***Applies to Transit Service Operations Contracts Only***

- A. Contractor will not operate any charter service unless such service complies with 49 CFR 604.
- B. Contractor will not operate any school bus service unless such service complies with 49 CFR 605.
- C. Contractor shall maintain a Drug Free Workplace per 49 CFR 29 Subpart F; shall comply with random drug testing requirements at 49 CFR 653 (and section 48 of this contract).
- D. Contractor shall comply with alcohol abuse regulations at 49 CFR 654.

#### **2.43.1 Employee Protective Arrangements**

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- A. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- B. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- C. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

#### **2.43.2 School Bus Operations**

- A. The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(f);
  - b. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
  - c. Any other Federal School Bus regulations; or
  - d. Federal guidance, except as FTA determines otherwise in writing.
- B. If Contractor violates this School Bus Agreement, FTA may:

- a. Bar the Contractor from receiving Federal assistance for public transportation; or
- b. Require the contractor to take such remedial measures as FTA considers appropriate.
- C. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.
- D. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

### **2.43.3 Charter Service**

- A. The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(d);
  - b. FTA regulations, “Charter Service,” 49 C.F.R. part 604;
  - c. Any other federal Charter Service regulations; or
  - d. Federal guidance, except as FTA determines otherwise in writing.
- B. The contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
  - a. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
  - b. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA’s Charter Service regulations; or
  - c. Any other appropriate remedy that may apply.
- C. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

### **2.43.4 Substance Abuse Requirements**

- A. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

## **2.44 Seismic Safety** *Construction Projects Only*

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **2.45 Hatch Act/Work Day and Work Week Standards *Construction Projects Only***

Bidders are hereby notified that under the terms of this specification, the standard work day is eight (8) hours and the standard work week is forty (40) hours. Any work in excess of these standards must be compensated at time and one-half (1.5). Also no laborer or mechanic shall be required to work in any unsanitary, hazardous, or any area which may be dangerous to their health or safety.

#### **2.46 Cargo Preference**

The contractor agrees:

- A. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
- B. To furnish within 20 days following the date of loading for shipments originating within the United States or within 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 46 CFR § 381.7(a)(1) shall be furnished to both 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, Washington, DC 20590; and
- C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **2.47 Fly America (Where Applicable)**

- A. Definitions. As used in this clause—
  - 1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both

- of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
  - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- D. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:  
Statement of Unavailability of U.S.-Flag Air Carriers  
*International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:*
- E. Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **2.48 Clean Air Act & Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

### **2.48.1 Clean Air Act**

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the

- appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **2.48.2 Federal Water Pollution Control Act**

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

#### **2.49 Energy Conservation**

Contractor agrees to comply with 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.

#### **2.50 Debarment and Suspension**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- Debarred from participation in any federally assisted Award;
- Suspended from participation in any federally assisted Award;
- Proposed for debarment from participation in any federally assisted Award;
- Declared ineligible to participate in any federally assisted Award;
- Voluntarily excluded from participation in any federally assisted Award; or
- Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an

erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **2.51 Compliance with Laws and Regulations**

All materials and supplies furnished pursuant to the specifications shall be in compliance with the laws and regulations of the U.S. Department of Transportation/Federal Department of Transportation and the State of Ohio. Contractor acknowledges Federal and/or State laws and regulations may change during the life of this contract and that the changed laws and regulations will apply to this contract unless otherwise determined by Federal and/or State governments. Contractor shall, if requested by Laketran, supply certification and evidence of such compliance. The contract shall be construed pursuant to the laws of the State of Ohio.

## **2.52 Applicable Law and Jurisdiction**

This agreement has been executed in Lake County, Ohio and shall be governed according to the laws of the State of Ohio. The parties agree that the Lake County Court of Common Pleas shall have exclusive jurisdiction to hear any dispute related to this contract.

## **2.53 Integrated Agreement**

The Solicitation, Addendum(s) (if any), Laketran Resolution Awarding a Contract, Contract and Contract Amendment(s) (if any), shall 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.

Neither party to this agreement has been induced to make or enter into the agreement by reason of any promise, agreement, representation, statement or warranty other than is contained herein or in Contractor's proposal.

Should any part 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.

## **2.54 Laketran's Understanding**

Laketran will enter into a contract under the assumption of truth regarding all facts presented by Contractor, its bid proposal and the bid specifications. In the event that any information contained in that Contractor's bid proposal is found to be inaccurate, Laketran may exercise its rights to void this contract as discussed under the section of this contract labeled Termination.

## **2.55 Incorporation of FTA Terms**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## **2.56 Non-Smoking Policy**

Laketran's entire facility - including offices, maintenance areas, bus storage, vehicle servicing lanes, parking lots and roadways - is a non-smoking facility. Smoking is prohibited everywhere. Contractor, its employees and sub-contractors shall adhere to this policy at all times. Any contractor or his/her employees found violating this policy will be removed from the property for the day and Laketran will withhold payment for the subject time period.

## **2.57 Funding Agencies**

The Federal Transit Administration is the federal agency through which funds may have been granted to Laketran in support of this project. It is abbreviated "FTA" in this document and is located at:

Suite 320  
200 West Adams Street  
Chicago, Illinois 60606  
(312) 353-2789

The Ohio Department of Transportation is the state agency through which funds are granted to Laketran in support of this project. It is abbreviated "ODOT" in this document and is located at:

1980 West Broad Street  
Columbus, Ohio 43223  
(614) 466-8955

## **2.58 Prohibition on certain telecommunications and video surveillance services or equipment.**

Laketran is prohibited from obligating or expending loan or grant funds to:

- A. Procure or obtain;
- B. Extend or renew a contract to procure or obtain; or
- C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any



system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained

- See Public Law 115-232, section 889 for additional information & § 200.471.

## **2.59 Solid Wastes**

Laketrans and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **2.60 Safe Operation of Motor Vehicles**

- A. Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

- B. Distracted Driving Including Text Messaging While Driving – The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

## **2.61 Human Trafficking**

Third party contactors agree that it and its employees that participate in the project, may not: engage in severe forms of trafficking in persons, procure a commercial sex, or use forced labor in the performance of the project during the period of time that the Laketran’s project is in effect.

## **2.62 Restrictions on Lobbying**

- A. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- C. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- D. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- E. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

### **2.62.1 Certification and disclosure**

- A. Each person shall file a certification, and a disclosure form, if required, with each

- submission that initiates agency consideration of such person for:
- a. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - b. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- B. Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
- a. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
  - b. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,
  - c. Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- C. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
- a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
  - c. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- D. Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
- a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,
  - e. shall file a certification, and a disclosure form, if required, to the next tier above.
- E. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- F. Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- G. For awards and commitments in process prior to December 23, 1989, but not made

before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

### **2.63 Veteran's Hiring Preference**

#### ***Applies to Construction Contracts Only***

Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

### **2.64 Conformance with ITS National Architecture**

#### ***Only applies to Intelligent Transportation Systems (ITS) projects***

Contractor shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **2.65 Federal Tax Liability & Recent Felony Convictions**

The contractor certifies that it:

- A. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- B. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- C. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- D. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

### **2.66 Severability**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.