

**City of Waukesha  
Transit Operations Contract**

Waukesha County Transit Paratransit Service

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and the following Contractor:

Contractor name: WI Transportation, LLC

Authorized Representative of Contractor: Peter Thao

Contractor address: 14665 W. Lisbon Rd, Brookfield, WI 53005

Contractor telephone: 262.333.3302

Contractor email: [pthao@witransportation.org](mailto:pthao@witransportation.org)

**Recitals**

The City solicited for paratransit operation services for Waukesha County for passengers grandfathered from the Waukesha County Route 901 paratransit service.

The Contractor is willing to perform transit operation services according to the requirements stated in the scope of work in this contract and to accept the award of the contract for the Project.

Now, therefore, the City and the Contractor agree and contract as follows:

1. **Scope of Work.** The Contractor shall perform the following Work, according to the terms and conditions of this Contract:
  - a. Operation of service for passengers grandfathered service for Waukesha County Paratransit service between central Waukesha County, Wisconsin, and downtown Milwaukee, Wisconsin and the University of Wisconsin-Milwaukee campus. The service area description including a route map, service parameters and statistics are shown in Appendix A, which is incorporated into this Contract. This is a turnkey operation where the Contractor supplies the vehicles, employees, garage, insurance, maintenance, and most administrative services to operate the service. The service is to be operated as origin to destination paratransit service. Service must meet all federal ADA regulations. A next-day reservation system must be in place.

Only grandfathered passengers from the list sent by the City and their personal care attendant may be transported. The total number of passengers is anticipated to not exceed four.
  - b. Contractor is to charge and retain the applicable paratransit fare of \$12.50/ride. Fares are to be credited against the cost of the service on invoices to the City.
  - c. Invoices shall be prepared monthly and submitted to the City of Waukesha for payment via e-mail to: Traci Johnson at: [tjohnson@waukesha-wi.gov](mailto:tjohnson@waukesha-wi.gov). The mailing address is: Waukesha Metro Transit, 2311 Badger Drive, Waukesha, WI 53188-5932.
  - d. Invoices must be accompanied by monthly operating statistics no later than 30 days after the end of each monthly period, in a format to be determined prior to execution of contract. Each month, the following daily statistics will be reported to Waukesha Metro Transit: number of trips, cost of trips, fare collected and a log of each trip completed.

- e. The service is primarily for passengers to get to regularly scheduled trips (ie. Work, etc.) The Contractor will be responsible for making adjustments to these regularly scheduled trips per the passenger's requests. Should a passenger request a trip to a new destination and/or origin, the Contractor will need to contact the City for authorization to provide the new trip. All ADA "windows" for trip times must be followed.
  - f. In addition to the statistical reporting requirements above in d, complaints, incidents, and accidents involving this service must be reported to the City within five days of the occurrence.
  - g. Contractor shall meet with Waukesha Metro Transit staff at least twice a year to allow Waukesha Metro Transit staff to review operations, documentation and compliance requirements. These meetings will periodically include inspection of facilities and vehicles.
  - h. Contractor shall utilize ADA accessible vehicles with wheelchair positions and seats to effectively meet passengers' needs. Equipment must be in excellent working condition, meet and pass all current applicable Wisconsin State inspection requirements and meet FTA and ADA standards (fully accessible). All vehicles must be heated and air-conditioned.
  - i. Contractor is responsible for obtaining permission from property owners to operate off-street, if required for drop offs or pick-ups.
  - j. Contractor shall comply with the ADA service provisions prescribed in Appendix B, which is incorporated into this Contract.
  - k. Contractor may "co-mingle" service by carrying other types of trips (Title 19, etc) at the same time. Contractor must keep the statistics for this paratransit service separate from other trips provided.
2. **Term.** The term of this Agreement shall be from November 6, 2023-December 31, 2024.
3. **Cooperation by City.** The City shall cooperate with Contractor in the performance of the Work, and shall respond timely to all reasonable requests for information and access. The City will provide the list of all certified grandfathered clients and the clients primary trips. Only clients and their PCAs on that list may be transported under this contract. The City shall also provide the Contractor an attendant policy and no-show policy.
4. **Fees.** Provided Contractor timely performs its obligations in substantial compliance with the Scope of Work and the terms and conditions of this Contract, City shall pay Contractor as follows:
- \$95.94 per One Way Trip for Passenger #1 Primary Trip  
 \$41.30 per One Way Trip for Passenger #2 Primary Trip
- Any other authorized trip will be billed at a mutually agreed upon rate.
- The amount invoiced to City shall be adjusted as provided in section **Error! Reference source not found.**  
 Contractor shall invoice the City on a monthly basis. All invoices and statements shall be payable net 30 days.
5. **Permits and Licenses.** Contractor shall be responsible, at Contractor's expense, for obtaining all permits and licenses required for the performance of the Work.
6. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during Contractor's performance of its obligations under this Contract. Contractor shall require all subcontractors to maintain equal insurance. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City and Waukesha County, and their respective officers, officials and employees, additional insureds. Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in

Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- a. Commercial general liability, including products-completed operations, \$5,000,000 per occurrence, \$5,000,000 aggregate.
  - b. Automobile liability, \$5,000,000 bodily injury, \$5,000,000 property damage.
  - c. Umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
7. **Indemnification.** Contractor shall indemnify and hold the City and Waukesha County, and the City's and County's officers, officials, and employees, harmless from any and all damages, causes of action, judgments, obligations and all other liabilities arising from or connected in any way with, the Contractor's performance of its obligations under this contract, including court costs and actual attorney fees.
  8. **Integration.** This Contract constitutes the agreement of the parties formed by the City's RFP and the Contractor's responsive proposal; however, in the event of any conflict between the RFP, Contractor's proposal, and this Contract, this Contract shall control. Reference may be made to the RFP and Contractor's proposal only for interpretation in the event of an ambiguity in this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
  9. **Relationship of Parties.** The City and the Contractor are independent contractors, and this Contract shall not be construed to create a partnership, joint venture or any other relationship creating vicarious liability or authority for either party to bind the other to contract.
  10. **Assignment.** Contractor agrees that this contract may be assigned from the City of Waukesha to a successor administrator by Waukesha County, in the County's sole discretion. After such assignment, this contract shall remain binding in all respects upon the Contractor.
  11. **Termination.** The City may terminate this Contract before its termination date without cause by giving written notice to WI Transportation, LLC at any time.
  12. **Notices.** Notices to the Contractor shall be mailed to the address shown in the preamble to this Contract. Notices to the City shall be mailed or personally delivered to the attention of Brian Engelking, Transit Manager, Waukesha Transit Commission, 2311 Badger Drive, Waukesha, Wisconsin 53188.
  13. **Corporate Authorization.** The person executing this Contract on behalf of the Contractor represents and warrants that he or she is duly authorized to do so, and that this Contract is a binding obligation of the Contractor.
  14. **Costs of Enforcement.** The parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching party will pay the non-breaching party's costs incurred in such legal action, including actual attorney fees. If judgment is taken against the breaching party, then such actual costs of enforcement will be added to the non-breaching party's judgment.
  15. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the parties to this Contract.
  16. **Severability.** If any term of this Contract is unenforceable under law for any reason, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of

the remainder of this Contract or substantially frustrating its purpose, it shall be so severed, and the remainder of this Contract shall remain in effect and enforceable.

**17. Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Waukesha**

\_\_\_\_\_  
Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attest: Gina L. Kozlik, City Clerk  
Date: \_\_\_\_\_

To certify that funds are available for payment:

\_\_\_\_\_  
Joseph P. Ciarro, Finance Director  
Date: \_\_\_\_\_

## Appendix A

### Waukesha County ADA Paratransit Service-Grandfathered Passengers

Service Hours: 5:30 am to 6:00 pm Monday – Friday

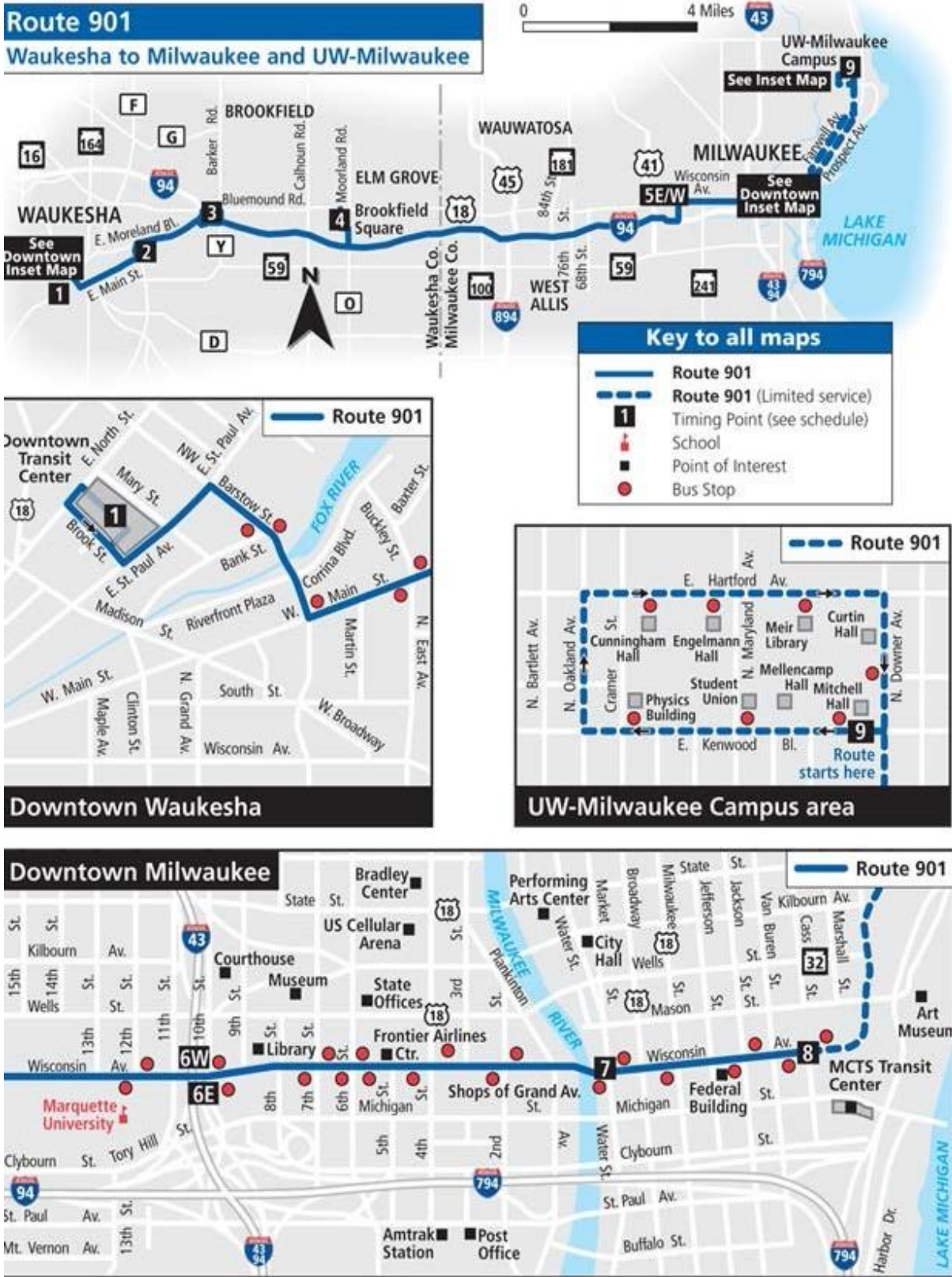
No service is provided on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

#### Paratransit Zone

1.0 mile radius of the Waukesha County Commuter Route 901 operating between downtown Waukesha in Waukesha County and downtown Milwaukee in Milwaukee County as well as the University of Wisconsin-Milwaukee campus on Kenwood Boulevard on the east side of the City of Milwaukee in Milwaukee County. Map of Route 901 is on the next page. In addition service is to be provided in City of Waukesha Metrolift service area that is beyond the 901 Standard Zone, and to the Clement J. Zablocki VA Medical Center in Milwaukee, Wisconsin and to the Milwaukee Medical Complex in Wauwatosa, Wisconsin.

The Fare for all trips is \$12.50/trip.

# Route 901 Map



## Appendix B

### CODE OF FEDERAL REGULATIONS REFERENCES FOR ADA COMPLIANCE

#### **Sec. 37.125 ADA paratransit eligibility: Process.**

Each public entity required to provide complementary paratransit service by Sec. 37.121 of this part shall establish a process for determining ADA paratransit eligibility.

(a) The process shall strictly limit ADA paratransit eligibility to individuals specified in Sec. 37.123 of this part.

(b) All information about the process, materials necessary to apply for eligibility, and notices and determinations concerning eligibility shall be made available in accessible formats, upon request.

(c) If, by a date 21 days following the submission of a complete application, the entity has not made a determination of eligibility, the applicant shall be treated as eligible and provided service until and unless the entity denies the application.

(d) The entity's determination concerning eligibility shall be in writing. If the determination is that the individual is ineligible, the determination shall state the reasons for the finding.

(e) The public entity shall provide documentation to each eligible individual stating that he or she is "ADA Paratransit Eligible." The documentation shall include the name of the eligible individual, the name of the transit provider, the telephone number of the entity's paratransit coordinator, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant.

(f) The entity may require recertification of the eligibility of ADA paratransit eligible individuals at reasonable intervals.

(g) The entity shall establish an administrative appeal process through which individuals who are denied eligibility can obtain review of the denial.

(1) The entity may require that an appeal be filed within 60 days of the denial of an individual's application.

(2) The process shall include an opportunity to be heard and to present information and arguments, separation of functions (i.e., a decision by a person not involved with the initial decision to deny eligibility), and written notification of the decision, and the reasons for it.

(3) The entity is not required to provide paratransit service to the individual pending the determination on appeal. However, if the entity has not made a decision within 30 days of the completion of the appeal process, the entity shall provide paratransit service from that time until and unless a decision to deny the appeal is issued.

(h) The entity may establish an administrative process to suspend, for a reasonable period of time, the provision of complementary paratransit service to ADA eligible individuals who establish a pattern or practice of missing scheduled trips.

(1) Trips missed by the individual for reasons beyond his or her control (including, but not limited to, trips which are missed due to operator error) shall not be a basis for determining that such a pattern or practice exists.

(2) Before suspending service, the entity shall take the following steps:

(i) Notify the individual in writing that the entity proposes to suspend service, citing with specificity the basis of the proposed suspension and setting forth the proposed sanction.

(ii) Provide the individual an opportunity to be heard and to present information and arguments;

(iii) Provide the individual with written notification of the decision and the reasons for it.

(3) The appeals process of paragraph (g) of this section is available to an individual on whom sanctions have been imposed under this paragraph. The sanction is stayed pending the outcome of the appeal.

(i) In applications for ADA paratransit eligibility, the entity may require the applicant to indicate whether or not he or she travels with a personal care attendant.

#### **Sec. 37.161 Maintenance of accessible features: General.**

(a) Public and private entities providing transportation services shall maintain in operative condition those features of facilities and vehicles that are required to make the vehicles and facilities readily

accessible to and usable by individuals with disabilities. These features include, but are not limited to, lifts and other means of access to vehicles, securement devices, elevators, signage and systems to facilitate communications with persons with impaired vision or hearing.

(b) Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the entity shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature.

(c) This section does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

#### **Sec. 37.163 Keeping vehicle lifts in operative condition: Public entities.**

(a) This section applies only to public entities with respect to lifts in non-rail vehicles.

(b) The entity shall establish a system of regular and frequent maintenance checks of lifts sufficient to determine if they are operative.

(c) The entity shall ensure that vehicle operators report to the entity, by the most immediate means available, any failure of a lift to operate in service.

(d) Except as provided in paragraph (e) of this section, when a lift is discovered to be inoperative, the entity shall take the vehicle out of service before the beginning of the vehicle's next service day and ensure that the lift is repaired before the vehicle returns to service.

(e) If there is no spare vehicle available to take the place of a vehicle with an inoperable lift, such that taking the vehicle out of service will reduce the transportation service the entity is able to provide, the public entity may keep the vehicle in service with an inoperable lift for no more than five days (if the entity serves an area of 50,000 or less population) or three days (if the entity serves an area of over 50,000 population) from the day on which the lift is discovered to be inoperative.

(f) In any case in which a vehicle is operating on a fixed route with an inoperative lift, and the headway to the next accessible vehicle on the route exceeds 30 minutes, the entity shall promptly provide alternative transportation to individuals with disabilities who are unable to use the vehicle because its lift does not work.

#### **Sec. 37.165 Lift and securement use.**

(a) This section applies to public and private entities.

(b) All common wheelchairs and their users shall be transported in the entity's vehicles or other conveyances. The entity is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.

(c)(1) For vehicles complying with part 38 of this title, the entity shall use the securement system to secure wheelchairs as provided in that Part.

(2) For other vehicles transporting individuals who use wheelchairs, the entity shall provide and use a securement system to ensure that the wheelchair remains within the securement area.

(3) The entity may require that an individual permit his or her wheelchair to be secured.

(d) The entity may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.

(e) The entity may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The entity may not require the individual to transfer.

(f) Where necessary or upon request, the entity's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.

(g) The entity shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. Provided, that an entity is not required to permit such individuals to use a lift Model 141 manufactured by EEC, Inc. If the entity chooses not to allow such individuals to use such a lift, it shall clearly notify consumers of this fact by signage on the exterior of the vehicle (adjacent to and of equivalent size with the accessibility symbol).



**Sec. 37.167 Other service requirements.**

- (a) This section applies to public and private entities.
- (b) On fixed route systems, the entity shall announce stops as follows:
  - (1) The entity shall announce at least at transfer points with other fixed routes, other major intersections and destination points, and intervals along a route sufficient to permit individuals with visual impairments or other disabilities to be oriented to their location.
  - (2) The entity shall announce any stop on request of an individual with a disability.
- (c) Where vehicles or other conveyances for more than one route serve the same stop, the entity shall provide a means by which an individual with a visual impairment or other disability can identify the proper vehicle to enter or be identified to the vehicle operator as a person seeking a ride on a particular route.
- (d) The entity shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- (e) The entity shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features required by part 38 of this title.
- (f) The entity shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.
- (g) The entity shall not refuse to permit a passenger who uses a lift to disembark from a vehicle at any designated stop, unless the lift cannot be deployed, the lift will be damaged if it is deployed, or temporary conditions at the stop, not under the control of the entity, preclude the safe use of the stop by all passengers.
- (h) The entity shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply, consistent with applicable Department of Transportation rules on the transportation of hazardous materials (49 CFR subtitle B, chapter 1, subchapter C).
- (i) The entity shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- (j)(1) When an individual with a disability enters a vehicle, and because of a disability, the individual needs to sit in a seat or occupy a wheelchair securement location, the entity shall ask the following persons to move in order to allow the individual with a disability to occupy the seat or securement location:
  - (i) Individuals, except other individuals with a disability or elderly persons, sitting in a location designated as priority seating for elderly and handicapped persons (or other seat as necessary);
  - (ii) Individuals sitting in or a fold-down or other movable seat in a wheelchair securement location.
- (2) This requirement applies to light rail, rapid rail, and commuter rail systems only to the extent practicable.
- (3) The entity is not required to enforce the request that other passengers move from priority seating areas or wheelchair securement locations.
- (4) In all signage designating priority seating areas for elderly persons and persons with disabilities, or designating wheelchair securement areas, the entity shall include language informing persons sitting in these locations that they should comply with requests by transit provider personnel to vacate their seats to make room for an individual with a disability. This requirement applies to all fixed route vehicles when they are acquired by the entity or to new or replacement signage in the entity's existing fixed route vehicles.

**Sec. 37.173 Training requirements.**

Each public or private entity which operates a fixed route or demand responsive system shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.