

Amendment to Contract

This Amendment amends the "Contract Purchase of Service Agreement between Transit Express Services, Inc., and the City of Waukesha ADA Paratransit Service, dated April 23, 2013, referred to herein as the Contract. The Contract remains in effect and unchanged except to the extent specifically amended by this Amendment.

Recitals

The City of Waukesha is the administrator of transit services funded by Waukesha County, and in turn has contracted with Transit Express Services, Inc., referred to as Contractor, to provide ADA Paratransit Service.

Changes in circumstances now require that the Contract be amended, specifically, that Waukesha County requires amendments of the Contract's assignment and insurance provisions.

Contractor is willing to amend the Contract as required.

Now, therefore, the Contract is amended as follows:

1. The last sentence under Service Area of Section 3 of the Contract is deleted entirely and replaced with the following:

The map of the standard and extended service zones is attached as Appendix D.

2. Paragraph 8 of the Contract is deleted entirely and replaced with the following:

8. Insurance. Contractor shall at all times during the term of this agreement maintain in force a policy or policies of insurance, issued by an insurance company authorized to do business in the State of Wisconsin, satisfactory to the City of Waukesha, Waukesha Transit Commission and Waukesha County, with the following coverages and limits of liability:

General Liability

Bodily injury: \$1,000,000 per occurrence, \$1,000,000 aggregate
Property damage: \$1,000,000 per occurrence, \$1,000,000 aggregate
Excess liability umbrella: \$1,000,000

Automobile

Bodily injury: \$1,000,000 per occurrence
Property damage: \$1,000,000 per occurrence, \$1,000,000 aggregate
Excess liability umbrella: \$5,000,000

Worker Compensation Statutory limits

Contractor's insurance shall be primary. Waukesha County shall be named as an additional insured and loss payee on the General Liability policy.

3. Paragraph 12 of the Contract is deleted entirely and replaced with the following:

12. Assignment. This Agreement shall not be assigned, transferred, hypothecated, or pledged by either party without the prior written consent of the other party. Such consent shall not unreasonably be withheld. If the City ceases to administer the Waukesha County Transit System routes covered by this Agreement for any reason, including but not limited to termination or expiration of its transit services contract with Waukesha County, then Contractor consents to assignment of this entire Agreement to the party designated by Waukesha County in writing, and that party shall then be substituted for the City. This Agreement shall be binding upon the successors or assigns of the parties.

Dated this _____ day of March, 2015.

City of Waukesha

Shawn N. Reilly, Mayor

Attest: Gina L. Kozlik, City Clerk

To certify that provision for payment has been made:

Richard Abbott, Finance Director

Transit Express Services, Inc.

John V. Doherty, Vice President

Appendix D

