



CONTRACT NO. 1504
DEPARTMENT: Public Works
DATE OF AWARD: 10/15/14

CONTRACT FOR SERVICE

Service Description: **Transit Administration Services to Waukesha County by the City of Waukesha**

Time of Performance: **January 1, 2015 through December 31, 2019**

Total Amount of Contract: **Maximum Compensation Not to Exceed:**

1st year	\$133,807.51
2nd year	\$137,821.74*
3rd year	\$141,956.39*
4th year	\$146,215.08*
5th year	\$150,601.53*

*Years 2-5 assume a 3% increase

The parties to this Contract are **the City of Waukesha, d/b/a City of Waukesha Transit Commission** (hereinafter referred to as the "CONTRACTOR"), and Waukesha County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance and time schedules as outlined in this document and attachments will be approved by: **Allison Bussler, Director of Public Works.**

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

- I. REQUIREMENTS:** The CONTRACTOR is required to
 - A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.
 - B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
 - C. Comply with time schedules and payment terms.
- II. SCOPE OF SERVICES:** (To include specific duties and responsibilities, deliverables, time schedules, deadlines and approval requirements).

CONTRACTOR agrees to provide Transit Administration Services in accordance with Waukesha COUNTY RFP No. 1504 dated September 10, 2014, inclusive of Amendment 1 dated September

25, 2014 herein attached and incorporated by reference as Attachment A; and CONTRACTOR'S response dated October 7, 2014, herein attached and incorporated by reference as Attachment B. To the extent of any inconsistency between terms of this Contract and its attachments, the order of precedence shall be: 1.) This Contract, 2.) Attachment A, 3.) Attachment B.

1. SERVICES TO BE PROVIDED INCLUDE:

A. Service Provider Contract Management - Administrative

The CONTRACTOR shall provide Administration of all existing service provider contracts, until said service provider contracts expire as mentioned below. Administration shall include, but not be limited to:

- All oversight needed to ensure that routes and schedules are adhered to,
- Ensuring proper collection, accounting and auditing of passenger fares and fare structures,
- Monitoring of costs and disbursements of Federal, State and County funds as needed to satisfy terms of the service provider contracts.
- Ensuring a marketing plan is in place.
- Re-bid existing routes prior to service provider contract expiration through a formal Request for Proposal (RFP process).
- Bidding new routes through RFP process.
- Providing RFP final draft to the COUNTY for review and approval prior to making solicitation available to the public.
- Providing drafts of each service provider contract to the COUNTY for review and approval before execution.
- Providing COUNTY with copies of all executed service provider contracts.

The CONTRACTOR agrees that if they are not awarded the subsequent administration Contract through the next RFP process for services commencing in 2020, that it will assign any existing transit service provider contracts to the COUNTY or the succeeding Administrator as the COUNTY directs.

1. Existing Route Contracts:

The CONTRACTOR shall advise the COUNTY in writing, no less than 180 days in advance of the applicable route contract expiration date, if the CONTRACTOR is interested in submitting a proposal to be a service provider for that route. The COUNTY will then be responsible for the RFP process and award.

If the CONTRACTOR is not interested in submitting a proposal for the route, CONTRACTOR will advertise and let RFP's for that specific route's service provider and award such service to the responsive, responsible provider who scores the highest total on the evaluation criteria.

The CONTRACTOR shall include the following language in all transit service provider RFP's and subsequent contracts administered by the CONTRACTOR:

- a. Assignment Clause – Provider agrees to the assignment of the Contract to the COUNTY or successive Administrator upon a change in Administrators as the COUNTY may direct.
- b. Insurance – Provider agrees to include the same insurance requirements as noted in Section XXI with the following exceptions: Errors & Omissions is not required. Add Automobile Liability Insurance as follows:

Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$1,000,000.

Waukesha County, its boards, commissions, agencies, officers, employees and representatives are to be named as additional insured with respects to the General Liability.

Current Service Provider Contract Expiration Dates

- Wisconsin Coach Lines Routes 901/904/905 _____ 05/31/2017
- Wisconsin Coach Lines Route 906 _____ 05/31/2017
- Milwaukee County Transit Route 79 _____ 12/31/2018
- Transit Express Paratransit Service _____ 04/30/2018

The sole exception to this provision shall be services which are presently operated as an extension of existing transit service funded by others. These services shall continue to be operated by the existing service provider until such time as the COUNTY directs otherwise.

Current Routes Operated as Extensions

- Milwaukee County Transit Route 10
- Waukesha Metro Transit Route 1

The CONTRACTOR will administer operation of the parallel corridor paratransit commuter services. The COUNTY will maintain management of the Rideline Paratransit Services contract. The COUNTY may consider combining the Rideline Paratransit Services with the parallel corridor paratransit services in future RFP's for optimal pricing. The Rideline Paratransit Services contract is currently administered by the Waukesha County Department of Health and Human Services, Division of Aging and Disability Resource Center. The Rideline Paratransit Services differs from the parallel corridor paratransit services in that, Rideline Paratransit Services provides rides by appointment to persons who are physically or mentally challenged, are Waukesha County residents and meet the eligibility requirements based on age, disability, etc. The parallel corridor paratransit service passenger's eligibility requirements are based on Federal guidelines which do not require residency in the affected county.

The CONTRACTOR agrees to obtain all necessary certifications to approve use of the parallel corridor paratransit services by eligible individuals. Said services shall be limited to parallel corridors and will not include Rideline customers or other Waukesha County services.

2. Reports

The CONTRACTOR shall provide analysis and statistical reports quarterly for the transit service that it administers or operates for COUNTY. Operational statistics should include cost per hour, cost per mile, cost per passenger, passengers per hour, passengers per mile, subsidy per passenger and fare box recovery. Statistics should include year-to-date information and prior year information by route. Specific format of reports will be discussed and agreed upon between the CONTRACTOR and the COUNTY. See example of a statistical report in Exhibit B – Route Statistics. Reports are due to the Waukesha County Department of Public Works Business Manager no later than five (5) business days after the end of each quarter.

3. Budget Assistance

The COUNTY and the CONTRACTOR'S staff shall meet no later than the end of the first fiscal quarter each year to discuss services and costs so as to facilitate the local budget process for both COUNTY and the CONTRACTOR. The CONTRACTOR shall provide the following reports to COUNTY to facilitate the annual budgeting process and must meet the scheduled dates as shown:

- By April 30th of each year, the CONTRACTOR shall report on year-end statistical and financial performance of COUNTY transit service for the prior year. Statistical reports should include, but not be limited to, cost per hour, cost per mile, cost per passenger, passengers per hour, passengers per mile, subsidy per passenger and fare box recovery. Financial reports should include route by route comparison of year-end financial information to budget and financial information pertaining to the fuel adjustment clauses for each route, including debits and credits by route and by month.
- By May 15th of each year, the CONTRACTOR shall report on first quarter COUNTY transit performance. The CONTRACTOR will also report and discuss with the COUNTY all expected changes to funding or service for the following year including but not limited to: costs to continue, State and Federal funding changes, service changes, and fare changes. These reports should be in a route by route format.
- By June 1st of each year, Waukesha County Department of Public Works staff provides to the CONTRACTOR funding assumptions, including tax levy targets, for the following budget year.
- By June 15th of each year, the CONTRACTOR will provide to Waukesha County Public Works staff a detailed budget for the following year. This budget will detail gross expenditures, fare box revenues, State/Federal revenues, any other revenues, by route. It will also include expenditures and revenues for all overhead and ancillary expenditures such as COUNTY staff time, park and ride lot maintenance, and marketing. The CONTRACTOR will also provide statistical information for the current year and the budget year for reporting in the annual COUNTY budget book.
- By August 15th, the CONTRACTOR, along with representatives from the Waukesha County Department of Public Works, will present the recommendations to the Waukesha County Executive's office where they shall be reviewed as part of the Executive's proposed budget to the Waukesha County Board.
- In October of each year, the CONTRACTOR, along with representatives from the Waukesha County Department of Public Works will present budget information to the Public Works and Finance Committees.
- In November, the COUNTY will forward a final updated copy of Exhibit A - 2014 Waukesha County Adopted Transit Budget for 2015, along with documentation defining routes, levels of service, fares and the approved budget, to the CONTRACTOR for the next fiscal year.

B. Grants Management

1. Federal Funding

The CONTRACTOR shall be a designated recipient of Federal Section 5307.

The CONTRACTOR agrees to prepare and submit available federal grant applications to assist in funding transit service and to maintain necessary documentation to meet all related federal regulations.

The CONTRACTOR agrees that no less than 50% of the Section 5307 funding provided to COUNTY by the SEWRPC funding formula shall be used as a credit against the cost of the COUNTY transit services administered under this agreement.

The balance of the Section 5307 funds shall be used to fund eligible transit services in the COUNTY as directed by the COUNTY.

The CONTRACTOR agrees to prepare and submit available Federal operating assistance grant applications to assist in funding transit service and to maintain necessary documentation to meet all related Federal regulations. COUNTY agrees to review, approve and sign appropriate Federal grant applications as deemed necessary by the CONTRACTOR.

2. State Funding

The CONTRACTOR agrees to prepare and submit available State operating assistance grant applications to assist in funding transit service and to maintain necessary documentation to meet all related State regulations. COUNTY agrees to review, approve and sign appropriate State grant applications as deemed necessary by the CONTRACTOR.

The COUNTY agrees that if it receives any State operating assistance funds, said funds shall be passed to the CONTRACTOR as a credit against the cost of services eligible for such assistance.

3. Additional Funding Sources

If during the course of the Contract additional funding sources become available for use by COUNTY, (i.e. WETAP, CMAQ, etc.) then CONTRACTOR shall seek out applications for said funding in order to maximize COUNTY'S funding resources.

C. Authority and Regulations

It shall be agreed and recognized by both the CONTRACTOR and COUNTY that any agreement is subject to any regulatory authority of the U.S. Department of Transportation and the Wisconsin Department of Transportation over the routes, service, and fares provided by the transit system. Any regulations imposed by either the U.S. Department of Transportation or the Wisconsin Department of Transportation will be made a part of any agreement or contract.

The CONTRACTOR shall have authority and responsibility for the administration, operation, recommendations to the COUNTY, and direction of the transit service provided pursuant to any agreement. During the term of the Contract, the CONTRACTOR may delegate certain authority and responsibilities to subsidiary bodies through contracts, subject to the approval of the COUNTY.

1. Contract Management - Operational

The CONTRACTOR agrees to act, at a minimum, as the agent of COUNTY in all matters relative to transit service and other services reasonably associated with the operation of a transit system as follows:

- Provide planning and marketing coordination services for the transit service it administers for COUNTY. Marketing planning and media purchases shall have the prior approval of COUNTY before release to the general public. The CONTRACTOR will work with the contracted service providers to incorporate the COUNTY transit logo on buses and in marketing materials.
- Be required to handle customer complaints, provide driver training and drug tests, resolve issues of fares, and prepare schedules. If the CONTRACTOR is not providing driver training and drug testing directly, the CONTRACTOR will be responsible for ensuring that the transit service providers are performing these duties.
- Prepare and distribute public timetables, maintain appropriate records and perform other duties as contained in the transit service provider contracts. This work may be performed either directly by the CONTRACTOR or through terms contained in operating contracts with transit service providers.

The Waukesha County Board's Public Works Committee shall be the sole deciding body regarding service and fare changes. The Committee shall be the body holding any necessary public hearings to comply with Federal and State regulations.

2. Contract Management – Service Modifications

The Contractor agrees to act in the capacity of transit service analyst and planner. In this capacity, the CONTRACTOR will work with COUNTY staff to identify areas not served or areas that are underserved. The CONTRACTOR will assist the COUNTY in identifying, planning for and costing new or modified services to meet those needs. These services shall include but not be limited to fixed route service, demand responsive service and possible alternative services. The Waukesha County Board's Public Works Committee shall be the sole deciding body regarding service reductions and fare increases. The Committee shall be the body holding any necessary public hearings to comply with Federal and State regulations.

In the event that the COUNTY chooses to pursue alternative transportation services, the COUNTY reserves the right to negotiate with the CONTRACTOR, either on its own or through subcontracting with others, to administer these services. Said administration shall include, but not be limited to, marketing (including outreach efforts with businesses to match their employees' transportation needs with a vanpool), or other alternative transportation service. The CONTRACTOR will monitor the use of the service so that it is being used according to program rules as agreed to by the COUNTY and the CONTRACTOR.

Should the COUNTY determine it is beneficial to procure buses, particularly on routes where the COUNTY has not received competitive bids, the CONTRACTOR will assist the COUNTY in all aspects of acquiring rolling stock. This will include, but not be limited to, grant writing, preparing specifications and evaluating bids.

D. Paratransit Programs

The CONTRACTOR agrees to either operate directly, or via contract(s), any paratransit services mandated by the Federal government's Americans with Disabilities Act, (ADA), to serve people with disabilities.

These ADA services shall be considered an expense eligible for Federal and State aid. COUNTY agrees to pay the CONTRACTOR for the Local Share deficit as per Section II,

B. The CONTRACTOR agrees to obtain all necessary certifications to approve use of the parallel corridor paratransit services by eligible individuals.

E. Signage

CONTRACTOR will work with transit service providers to ensure that the Waukesha County transit logo is displayed from the exterior of the contracted service vehicles. This signage may be fixed or removable, so as to facilitate affixing to vehicles rotated with a fleet. Whenever publicity or brochures are prepared, they must be pre-approved in writing by Waukesha County Department of Public Works prior to the use or distribution in connection to the services under contract. The Waukesha County transit logo is to be incorporated in these materials.

III. SPECIFIC CONDITIONS OF PAYMENT: Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedules, but only if completion is satisfactory:

Monthly invoices for administering transit services shall be forwarded to Waukesha County's Department of Public Works within sixty (60) days of the last working day of the month invoiced. Invoices should include supporting documentation, such as, but not limited to, fuel clause calculations as described on Exhibit A of Attachment A; fare box information; statistical information; etc.

Submitted invoices shall contain a clear and concise detailed statement of all services provided during the preceding month.

Payments to the CONTRACTOR shall be made within 30 days of date of invoice, except in cases where the COUNTY has questioned the content of an invoice. Questions or requests for clarifications regarding invoice discrepancies will be forwarded to the CONTRACTOR in writing within seven (7) days of receipt of invoice in question. The CONTRACTOR shall respond in writing within ten (10) working days.

Note: Pricing for the first year of service is to be fixed. Thereafter, pricing may be adjusted for the next year of service according to the Employment Cost Index, Private Industry Wages and Salaries, 12-month percent change from the 2nd quarter of the previous year to the 2nd quarter of the current year, not seasonally adjusted, for the Midwest Area, or 3% of the previous year's cost, whichever is lower. Request for price increases must be submitted by July 1st (or the closest business day) of the current contract year for the next contract year. Only one increase per contract year will be allowed.

IV. REPORTS:

- A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization without prior notification and approval by the COUNTY.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

V. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in the light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified,

the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this Contract.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:

- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in its field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, up to the maximum as indicated on Page 1 under “Total Amount of Contract,” inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1, or any Purchase Order issued pursuant hereto. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes, will apply to any late payments by the COUNTY, except as provided by Section XXII.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written Contract or agreement and shall be subject to each provision of this Contract. Notwithstanding the previous statements, the COUNTY understands that the CONTRACTOR maintains a transit management contract with a firm for the operations of the CONTRACTOR'S transit system, and that the transit management employees will be involved in the services provided under this Contract, all under the supervision of the CONTRACTOR'S Transit Director.

VII. DISPUTES: Any dispute as to the services performed or the compensation to be paid which is not resolved by agreement of the parties shall be decided in writing by the authorized representative of the COUNTY. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the authorized representative of the COUNTY. In connection with any such appeal, the CONTRACTOR will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the COUNTY'S authorized representative shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision. Both parties shall thereafter be entitled to pursue any and all legal remedies available in the event of a continuing dispute.

VIII. INDEMNIFICATION AND DEFENSE OF SUITS: The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

IX. REGULATIONS: CONTRACTOR agrees to comply with all of the requirements of all applicable Federal, State and Local laws.

X. SAFETY REQUIREMENTS: All material, equipment and supplies used in performance of this Contract or provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

XI. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the

COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

XII. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, either party (COUNTY or CONTRACTOR) shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if either party violates the covenants, agreements or stipulations of this Contract, the non-breaching party shall have the right to terminate this Contract by giving written notice to the other party of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR or the COUNTY at least ninety (90) days before the effective date of such termination. Either party shall allow the other party a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY. Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the parties by virtue of any breach of the Contract by either party. The COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

XIII. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to this Contract.

XIV. WAIVER: One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

XV. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

XVI. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVII. RECORDS:

- A. **Establishment and Maintenance of Records** - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by applicable law.
- B. **Documentation of Cost** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

XVIII. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and

reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY'S inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the inspectors or auditors which is deemed confidential by Federal, State or Local laws, shall be held as confidential and not disclosed to the public.

XIX. CONFLICT OF INTEREST:

- A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections XIX, A. and B. has any personal financial interest, direct or indirect, in this Contract, CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

XX. DISCRIMINATION PROHIBITED:

- A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state, or use or nonuse of lawful products off the employer's premises during nonworking hours. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by sec. 111.335, Wis. Stats.
- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XXI. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY as set forth in this Contract and Attachment A, Section IV during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance shall be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Waukesha County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.
- C. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

XXII. FORCE MAJEURE:

- A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies (a "Force Majeure Event"), CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

XXIII. OTHER PROVISIONS:

- A. **Publicity Releases** - CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Independent Contractor** - CONTRACTOR agrees that it is working in the capacity of an independent contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

XXIV. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

**City of Waukesha Department of Public Works – Metro Transit
Brian Engelking, Transit Manager
2311 Badger Drive
Waukesha, WI 53188**

and to the COUNTY at:

Waukesha County Purchasing Division
Attention: CATHERINE MARTIN, Senior Buyer
Administration Center, Room 310
515 W. Moreland Blvd.
Waukesha, WI 53188

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

**WAUKESHA COUNTY
MANAGER OF RISK/PURCHASING**

Laura Stauffer, CPCU, ARM

Date: _____

Distribution:

- Original – Risk/Purchasing
- Copy 1 – Contractor
- Copy 2 – Department

CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.)

Firm: _____

Address: _____

City/State: _____

Zip Code: _____

BY: _____
(Manual Signature Required)

PRINTED NAME: _____

TITLE: _____

DATE: _____