



2. For and in consideration of the contract compensation hereinafter set forth, the Provider shall, upon receipt of the County's notice to proceed perform all work necessary to complete in a manner satisfactory to the County, the services set forth by, and in accordance with, the terms and provisions of the 1998 Wisconsin Congestion Mitigation Air Quality Grant and the Federal Transit Assistance Section 5311 Application as approved by the Wisconsin Department of Transportation. The County may, at its discretion and upon acceptance or recommendation of [REDACTED], alter the scope of services during the contract term if it determines that changes in service area, service levels, fares, or other operating characteristics are warranted in response to actual ridership demand for service or available levels of Federal, State, County and private funding. No changes to the agreed upon scope of services shall be made without prior written approval of the County and the Wisconsin Department of Transportation. The cost and effects of any such changes shall be negotiated between the Provider and the County prior to implementation. The parties each acknowledge that no payment shall be made for unauthorized service.
3. The County shall oversee program operations and develop written guidelines as needed through the Committee of Aging of the County Board of Supervisors. The Committee on Aging will consider in its actions, the recommendations of the [REDACTED]. Program operational procedures and written guidelines are subject to the review and approval of the County and the Provider.

#### Payments and Term of Contract

4. Service shall be provided for a nine (9) month period from April 1, 1999 to December 31, 1999. In no event shall the payments, including fares as credited to the County made to the Provider under this agreement, exceed \$ [REDACTED] without prior written approval from the County. This contract shall continue for two additional year periods commencing on January 1, 2000 through December 31, 2001, with year 2 and 3 to be negotiated between the Provider and the County.
5. Payments to the Provider shall be based upon the rate per revenue hour. Payment to the Provider will be based upon such net costs and shall not exceed the total bid cost. Payment to the Provider shall be made bi-monthly by the County upon submission of an acceptable invoice by the provider.
6. Payments to the Provider shall be adjusted for any changes in the scope of transit services, any penalties assessed under this Agreement, and any utilization of the County equipment and supplies including but not limited to motor vehicles by the Provider in providing services. The adjustment for utilization of equipment and supplies shall be negotiated between the Provider and the County.
7. Total payments made to the Provider in any given year will be limited to no more than the bid cost of the services. The actual amount of compensation due the Provider shall be based upon an audit of the contracted services provided during the contract period as performed by the Wisconsin Department of Transportation. The amount of any over-payment, excluding profit allowed by law, or underpayment shall be paid to or refunded by, the Provider, as appropriate within thirty (30) days following the completion of said audit.

#### Insurance

8. The Provider shall provide the County with assurance that it carries automobile liability insurance in limits of not less than \$1,000,000 for bodily injury per person, including

accidental death; and \$1,000,000 on account of any one occurrence, plus property damage insurance in the amount of not less than \$1,000,000 for each accident; Excess Automobile Liability in the amount of not less than \$4,000,000; General Liability of \$1,000,000 per occurrence and \$2,000,000 per aggregate. The Provider further, shall keep and save harmless the County from and against any and all costs, damages claims or expense it may suffer, incur, or sustain, or become liable for on account of any injury to or death of any person, or damage to or injury to real estate or personal property, caused by or arising out of the transportation program, and the Provider shall pay all bills or claims for wages, salaries and supplies purchased in the operation under this agreement.

9. The Provider shall provide the necessary vehicles to provide the services purchased hereunder, which vehicle or vehicles shall comply with all applicable safety, licensing and other regulations. In the event of vehicle breakdown or other event beyond the control of the Provider, service may be interrupted, however, the Provider shall take all steps reasonably necessary to notify scheduled riders of the unavailability of the vehicle and the availability of a back up vehicle, if any.
10. The Provider may not subcontract for the services that it is obligated to perform under this agreement without prior written consent of the County and [REDACTED]

#### Inspections and Audit

11. The Provider shall maintain accounts for services rendered under this contract. Such accounts shall cover the transportation activity throughout the effective period of this contract. The accounts and records of the Provider shall be made available upon request to the County for inspection and audit by the County staff on a yearly basis.

#### Non-Discrimination

12. In connection with the performance of work under this contract, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), sexual orientation or national origin. This provision 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. Except with respect to sexual orientation, the Provider further agrees to take affirmative action to ensure equal employment opportunities. The Provider agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

#### Termination

13. Either party may withdraw from this contract at any time upon sixty- (60) days written notice. After the Provider withdraws from this contract, it has no obligation to assist the County or [REDACTED] in providing or seeking to provide transportation to serve [REDACTED] businesses, but will assist the County and [REDACTED] where possible.
14. In the event that this agreement is terminated in any manner, any bus or buses currently in the possession of [REDACTED] remain solely the property of [REDACTED]

## Fares

15. Fares (per one way trip) to be determined by [REDACTED] and the County using recommended fares as stated in "A Public Transit Study for [REDACTED] County "1998-2005".

## Vehicles

16. Vehicles and drivers providing the service must be licensed as required by state and federal guidelines to provide Express and Shuttle bus service to [REDACTED] County.
17. The Provider will be required to maintain and store all vehicles used to provide the County transit service. To this end, the Provider will supply tires, fuels, tools, and spare parts, and will maintain all operating equipment in good working order. The Provider will also be responsible for keeping vehicles in clean condition through a program which includes exterior washing at least weekly, and interior cleaning daily to remove all dirt and debris.

The Provider shall also be responsible for providing preventive and routine maintenance on all equipment. Any necessary repairs to the equipment during the contract period shall be the responsibility of the Provider.

The contract service operator will be required to provide any other operating equipment and facilities, such as local office or vehicle storage/maintenance garage, not listed in the preceding sections which may be needed to provide service in accordance with the required specifications.

## Records and Reports

18. The Provider shall be responsible for maintaining records of operating and financial information, and preparing for the County in a timely manner the Federal, State and local reports relative to this service. At a minimum, the following records should be maintained by the Provider and be made available to the County and the Wisconsin Department of Transportation for inspection on demand. All records shall be retained for a period of seven (7) years.
  - A. Drivers' Logs: Drivers must maintain daily passenger and vehicle trip logs that shall include, but are not limited to, the following information.
    - Driver Name and Route.
    - Total daily passenger counts for Express Service and Shuttle Service. Counts for each service by workshift. (1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> shift).
    - Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue passengers by vehicle.
    - Daily revenue hours by vehicle, recorded to the nearest ¼ hour.
  - B. Monthly Report: The provider shall submit a monthly report to the County which shows the following information:
    - The number of passenger trips for Express Bus and for Shuttle Service.
    - The amount of passenger revenue for Express Bus and for Shuttle Bus Service.
    - The amount of any other revenue.
    - Total vehicle hours.
  - C. The provider shall prepare for the County quarterly and annual reports required by the Wisconsin Department of Transportation reflecting the same operating statistics compiled for the monthly report.
  - D. The provider shall report customer incidents or complaints as determined by [REDACTED]

### **Marketing**

19. The provider shall be available by phone for applicant and employer questions and concerns during regular business hours of the provider. The provider shall maintain a telephone answering service for all scheduled times.

The provider shall assist in the development, printing and distribution of marketing materials for the contracted services for the County and [REDACTED] and may attend events and meetings for promotion purposes. The provider will be responsible for preparing and assisting in distributing route schedules.

20. The Provider may, and is encouraged to, make suggestions and recommendations to the County and [REDACTED] with respect to rate and fare structures, service planning, service policies, marketing and other matters which may result in the improvements of transit service to the community.

### **Monitoring**

21. The County reserves the right and shall be at liberty to monitor all services during the agreement period and shall have the right to reject all services which do not conform to the County's request for Proposal, the Provider's proposal, and this contract. However, the County is under no duty to make such inspections and no inspection so made shall relieve the Provider from any obligation to furnish services in accordance with this agreement. The County may, at its option, require prompt replacement or correction of rejected work at Provider's expense.

### **American with Disabilities Act Requirements**

22. In connection with the performance of this agreement, the Provider will cooperate with the County in seeing that the Express Bus and Shuttle service is provided in a manner which is consistent with the requirements of the Americans with Disabilities Act.

### **Officials not to Benefit**

23. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or any benefit arising therefrom.
24. No member officer or employee of the County during that person's tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

### **Alcohol and Drug Testing**

25. The Provider agrees that it will comply with all requirements of 49 CFR part 654; U.S. Department of Transportation regulations relating to Alcohol Testing.

### **Notices**

26. Any notice required hereunder shall be in writing and shall be served personally or by mail.

#### **Further Action**

27. The parties hereto shall execute and, if necessary, acknowledge and deliver any and all documents and papers and take all such further action as may be necessary or desirable to carry out and effectuate the full purpose and intent of this Agreement.

#### **Severability and Intent**

28. Should any part of this agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this agreement, which will continue in full force and effect. This agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County and the Provider, except as noted herein.
29. The Provider shall not be liable to the County for any failure, delay, or interruption of service, or for any failure or delay in the performance of any obligation under this agreement due to acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel, or reasonable control of the Provider.

#### **Hold Harmless**

30. The provider shall indemnify and hold harmless the County and its agents, officers and employees from any claims for damages and from any liability or loss as a result of any of the Provider's acts under this contract or any other error or omission of the Provider from any other clause related to or arising out of this contract.

#### **Assurances**

31. The Provider agrees to abide by all Federal Assurances and Certifications as signed by ██████████ County for inclusion in the WIDOT Application for Federal Operating Assistance Section 5311 and included as an addendum to this contract.