



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
[www.appleton.org](http://www.appleton.org)

## Meeting Agenda - Final Fox Cities Transit Commission

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Tuesday, September 27, 2022

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting  
[22-1196](#) Approval of minutes from previous meeting  
**Attachments:** [Meeting Minutes 24-Aug-2022.pdf](#)
4. **Public Hearings/Apearances**  
[22-0793](#) Public Participation on Agenda Items
5. **Action Items**  
[22-1197](#) Approval of Payments  
**Attachments:** [August 2022 Payments.pdf](#)  
[22-1198](#) Authorization to Award Scheduling and Planning Software Contract to Optibus Inc.  
**Attachments:** [Award Recommendation Optibus.pdf](#)
6. **Information Items**  
[22-1199](#) VTII Service Update  
[22-1200](#) Financial Report  
**Attachments:** [Monthly Income Statement August 2022.pdf](#)  
[22-1201](#) Ridership Report  
**Attachments:** [FCTC Monthly FR - August 2022.pdf](#)  
[FCTC Monthly DR - August 2022.pdf](#)

[22-1202](#) 2022 - 2023 Snow Removal Contract with Bob & Dave's Lawn & Landscape Maintenance

**Attachments:** [Snow removal contract memo.pdf](#)

[Snow and Salt Contract - Bob & Daves final.pdf](#)

[22-1203](#) Staffing Update

[22-1204](#) Capital Projects Update

[22-1205](#) Request for Future Agenda Items

**7. Next Meeting Date & Time**

**- October 11, 2022, 3:00 PM - Cancelled**

**- October 25, 2022, 3:00 PM**

**8. Adjournment**

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes - Final Fox Cities Transit Commission

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Tuesday, August 23, 2022

3:00 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

*In person attendees: Chairperson Dearborn, Wurdinger, Patza, Thao, Dexter, VandeHey, Detienne.*

*Virtual attendees: Mahoney, Kasimor, Torrance.*

**Present:** 10 - Kasimor, Dexter, VandeHey, Chairperson Dearborn, Wurdinger, Detienne, Mahoney, Thao, Patza and Torrance

**Excused:** 3 - Yang, Del Toro and Lendrum

3. Approval of minutes from previous meeting

[22-1084](#)

Approval of minutes from previous meeting

**Attachments:** [MeetingMinutes 26-Jul-2022.pdf](#)

**Commissioner Wurdinger moved, seconded by Commissioner Thao, that the Minutes be approved. Voice Vote. Motion Carried.**

4. **Public Hearings/Appearances**

[22-0793](#)

Public Participation on Agenda Items

*No public participation on agenda items.*

5. **Action Items**

6. **Information Items**

[22-1085](#)

Approval of Payments

**Attachments:** [July 2022 Payments.pdf](#)

*This action item was moved to information items.*

**Commissioner Thao moved, seconded by Commissioner VandeHey, that the Report Action Item be approved. Voice Vote. Motion Carried.**

[22-1086](#)

VTII Service Update

*Justin Running presented.***This Presentation was presented.**[22-1087](#)

Financial Report

**Attachments:**     [Monthly Income Statement July 2022.pdf](#)**This Presentation was presented.**[22-1088](#)

Ridership Report

**Attachments:**     [FCTC Monthly FR - July 2022.pdf](#)[FCTC Monthly DR - July 2022.pdf](#)**This Presentation was presented.**[22-1089](#)

Staffing Update

**This Presentation was presented.**[22-1090](#)

Capital Projects Update

**This Presentation was presented.**[22-1091](#)

Request for Future Agenda Items

**This Presentation was discussed.**

7. **Next Meeting Date & Time**
  - **September 13, 2022, 3:00 PM - Cancelled**
  - **September 27, 2022, 3:00 PM**

8. **Adjournment**

**A motion was made by Commissioner Thao, seconded by Commissioner VandeHey, that this meeting was adjourned.. The motion carried unanimously.**

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
58071000								VT 5307 Admin
58071000	620100							Training/Conferences
000084	ADI	84579	0	2022	8 INV P	200.00	pcard	Conference
001522	WISCONSIN PUBLIC TRA	85050	0	2022	8 INV P	300.00	pcard	Conference
999990	UNITED	01615984 85024	0	2022	8 INV P	35.00	pcard	Travel
999990	UNITED	01615987 85025	0	2022	8 INV P	35.00	pcard	Travel
999990	MKE SMARTPARK	85026	0	2022	8 INV P	40.00	pcard	Travel
999990	SHERATON DENVER	85027	0	2022	8 INV P	921.36	pcard	Travel - Conference
						1,031.36		
						ACCOUNT TOTAL		1,531.36
58071000	620500							Employee Recruitment
999990	TST* MAD APPLE BURGE	85037	0	2022	8 INV P	69.66	pcard	New Supervisor
999990	YOURLMEMBER-CAREERS	85219	0	2022	8 INV P	160.00	pcard	Recruitment - Adver
999990	TRANSITTALENT.COM	85221	0	2022	8 INV P	110.00	pcard	Recruitment - Adver
						339.66		
						ACCOUNT TOTAL		339.66
58071000	630100							Office Supplies
001983	AMAZON	85036	0	2022	8 INV P	10.99	pcard	office supplies
999990	QUILL CORPORATION	85646	0	2022	8 INV P	276.83	pcard	Office Supplies
						ACCOUNT TOTAL		287.82
58071000	630200							Subscriptions
999990	GAN*WINEWSPAPERCIRC	84566	0	2022	8 INV P	40.00	pcard	Subscription - PC
						ACCOUNT TOTAL		40.00
58071000	630300							Memberships & Licenses
001198	SAM'S CLUB	84578	0	2022	8 INV P	45.00	pcard	Membership & suppli
						ACCOUNT TOTAL		45.00
58071000	630400							Postage / Freight
000460	FEDEX - FEDERAL EXPR	85643	0	2022	8 INV P	20.54	pcard	Shipping
001583	UNITED STATES POSTAL	85038	0	2022	8 INV P	1.44	pcard	FCTC postage
						ACCOUNT TOTAL		21.98
58071000	631603							Other Misc. Supplies
000864	MEMORIAL FLORIST AND	84493	0	2022	8 INV P	80.00	082422	555306 Flowers
001198	SAM'S CLUB	84578	0	2022	8 INV P	181.70	pcard	Membership & suppli

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
			ACCOUNT TOTAL			261.70			
58071000 632001			City Copy Charges						
001164 RICOH USA, INC.	84642	0	2022 8 INV P			152.54	082422	555325	
			ACCOUNT TOTAL			152.54			
58071000 632002			Outside Printing						
001121 QUICK PRINT CENTER,	85039	0	2022 8 INV P			412.98	pcard		MM & TT printing
			ACCOUNT TOTAL			412.98			
58071000 632300			Safety Supplies						
000274 CINTAS CORPORATION	85640	0	2022 8 INV P			60.29	pcard		Mats and safety sup
			ACCOUNT TOTAL			60.29			
58071000 640300			Bank Service Fees						
000814 LOOMIS ARMORED US, L	83348	0	2022 8 INV P			177.26	081022	555052	Armored Service
			ACCOUNT TOTAL			177.26			
58071000 640800			Contractor Fees						
001771 RED SHOES PR, INC.	84517	0	2022 8 INV P			7,977.50	082422	555323	July 2022 Marketing
			ACCOUNT TOTAL			7,977.50			
58071000 641200			Advertising						
001573 4IMPRINT, INC.	84603	0	2022 8 INV P			166.69	pcard		Marketing supplies
001771 RED SHOES PR, INC.	84514	0	2022 8 INV P			3,500.00	082422	555323	Digital Advertising
002951 APPLETON NOON LIONS	84808	0	2022 8 INV P			400.00	09012022	555363	Marketing booth
			ACCOUNT TOTAL			4,066.69			
58071000 641308			Cellular Phones						
000250 CELLCOM APPLETON PCS	84564	0	2022 8 INV P			139.50	pcard		Cell phones
000250 CELLCOM APPLETON PCS	85644	0	2022 8 INV P			166.00	pcard		Cell phones
						305.50			
			ACCOUNT TOTAL			305.50			
58071000 641800			Equip Repairs & Maint						
999990 FSC CORP	85645	0	2022 8 INV P			224.99	pcard		Currency counter re
			ACCOUNT TOTAL			224.99			
			ORG 58071000 TOTAL			15,905.27			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION
58072000									VT 5307 vehicle Maintenance
58072000	630901								Shop Supplies
000035	AIRGAS USA, LLC	84459	0	2022	8 INV P	55.37	082422		555223 Shop supplies
000035	AIRGAS USA, LLC	84460	0	2022	8 INV P	227.75	082422		555223 Shop supplies
000035	AIRGAS USA, LLC	84554	0	2022	8 INV P	56.77	082422		555223 Shop supplies
						<b>339.89</b>			
000866	MENARDS	85659	0	2022	8 INV P	19.48	pcard		Shop supplies
001610	GARROW PROPANE CORPO	84476	0	2022	8 INV P	203.47	082422		555271 Propane
001655	AUTOMOTIVE SUPPLY CO	84462	0	2022	8 INV P	485.92	082422		555232 Shop supplies
001655	AUTOMOTIVE SUPPLY CO	84464	0	2022	8 INV P	19.27	082422		555232 Supplies
001655	AUTOMOTIVE SUPPLY CO	84465	0	2022	8 CRM P	-33.86	082422		555232 Supply credit
001655	AUTOMOTIVE SUPPLY CO	84466	0	2022	8 INV P	978.53	082422		555232 Parts and supplies
001655	AUTOMOTIVE SUPPLY CO	84467	0	2022	8 INV P	66.99	082422		555232 Parts & supplies
001655	AUTOMOTIVE SUPPLY CO	84616	0	2022	8 INV P	680.31	082422		555232 Parts & Shop suppli
						<b>2,197.16</b>			
999990	TARTAN SUPPLY CO LLC	84319	0	2022	8 INV P	588.65	pcard		TARTAN SUPPLY CO LL
					ACCOUNT TOTAL	3,348.65			
58072000	630902								Tools & Instruments
001261	SNAP-ON INDUSTRIAL	85007	0	2022	8 INV P	-64.05	pcard		Tool credit
001261	SNAP-ON INDUSTRIAL	85660	0	2022	8 INV P	65.69	pcard		Tools
						<b>1.64</b>			
					ACCOUNT TOTAL	1.64			
58072000	632200								Gas Purchases
000763	KWIK TRIP, INC	84484	0	2022	8 INV P	395.27	082422		555295 July Fuel
					ACCOUNT TOTAL	395.27			
58072000	632601								Repair Parts
000006	ABC BUS, INC.	84457	0	2022	8 INV P	79.26	082422		555218 Parts
000089	NEW FLYER OF AMERICA	84494	0	2022	8 INV P	904.24	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84495	0	2022	8 INV P	5,554.40	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84496	0	2022	8 INV P	1,886.49	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84497	0	2022	8 INV P	141.12	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84498	0	2022	8 INV P	2,518.72	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84499	0	2022	8 INV P	1,329.00	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84501	0	2022	8 INV P	2,990.76	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84502	0	2022	8 INV P	31.44	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84503	0	2022	8 INV P	552.09	082422		555309 Parts
000089	NEW FLYER OF AMERICA	84505	0	2022	8 INV P	678.12	082422		555309 Parts

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8										
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP	S	CHECK	RUN	CHECK	DESCRIPTION	
000089 NEW FLYER OF AMERICA	84526	0	2022	8	INV P	795.91	082422	555309	Parts	
000089 NEW FLYER OF AMERICA	84528	0	2022	8	INV P	1,687.43	082422	555309	Parts	
000089 NEW FLYER OF AMERICA	84617	0	2022	8	INV P	469.78	082422	555309	Parts	
						19,539.50				
000179 BERGSTROM CHEVROLET	84596	0	2022	8	INV P	230.42	pcard		Parts	
000179 BERGSTROM CHEVROLET	84604	0	2022	8	INV P	8.46	pcard		Part	
						238.88				
000561 GENFARE, DIVISION OF	84474	0	2022	8	INV P	2,075.36	082422	555273	Parts for TVM	
000569 GILLIG LLC	84475	0	2022	8	INV P	205.00	082422	555274	Parts	
000765 L & S TRUCK CENTER O	85056	0	2022	8	INV P	31.33	pcard		Parts	
001595 JX TRUCK CENTER	84479	0	2022	8	INV P	3,807.66	082422	555286	Parts	
001595 JX TRUCK CENTER	84480	0	2022	8	INV P	146.70	082422	555286	Parts	
001595 JX TRUCK CENTER	84481	0	2022	8	INV P	146.70	082422	555286	Parts	
001595 JX TRUCK CENTER	84482	0	2022	8	INV P	316.47	082422	555286	Parts	
001595 JX TRUCK CENTER	84483	0	2022	8	INV P	265.53	082422	555286	Parts	
001595 JX TRUCK CENTER	84535	0	2022	8	INV P	68.64	082422	555286	Parts	
						4,751.70				
001655 AUTOMOTIVE SUPPLY CO	84461	0	2022	8	INV P	179.00	082422	555232	Parts	
001655 AUTOMOTIVE SUPPLY CO	84463	0	2022	8	INV P	95.93	082422	555232	Part	
001655 AUTOMOTIVE SUPPLY CO	84466	0	2022	8	INV P	57.42	082422	555232	Parts and supplies	
001655 AUTOMOTIVE SUPPLY CO	84467	0	2022	8	INV P	1,450.67	082422	555232	Parts & supplies	
001655 AUTOMOTIVE SUPPLY CO	84615	0	2022	8	CRM P	-134.64	082422	555232	Return credit	
001655 AUTOMOTIVE SUPPLY CO	84616	0	2022	8	INV P	2,924.39	082422	555232	Parts & Shop suppli	
						4,572.77				
001901 DOUBLEMAP, INC.	84634	0	2022	8	INV P	3,200.00	082422	555252	Data Terminal	
001901 DOUBLEMAP, INC.	84639	0	2022	8	INV P	1,728.01	082422	555252	G2 Tablet	
						4,928.01				
ACCOUNT TOTAL						36,421.81				
58072000 641800					Equip Repairs & Maint					
001108 PROTANIC, INC.	84531	0	2022	8	INV P	810.00	082422	555322	ATG Certification	
ACCOUNT TOTAL						810.00				
58072000 642400					Software Support					
000338 CUMMINS NPOWER, LLC	84911	0	2022	8	INV P	625.00	pcard		Software maintenanc	
ACCOUNT TOTAL						625.00				



INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8									
ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION		
58072000 643000 001588 THEDACARE, INC.	84511	0	2022 8	INV P	68.00 082422	555340	DOT Physicals		
ACCOUNT TOTAL					68.00				
58072000 645100 000274 CINTAS CORPORATION	85641	0	2022 8	INV P	653.53 pcard		Mats, towels & unif		
ACCOUNT TOTAL					653.53				
ORG 58072000 TOTAL					42,323.90				
58073000							VT 5307 Building Maintenance		
58073000 640700							Solid waste/Recycling Pickup		
999990 GFL ENVIRONMENTAL IN	84180	0	2022 8	INV P	200.48 pcard		June trash pick up		
999990 GFL ENVIRONMENTAL IN	84181	0	2022 8	INV P	104.00 pcard		July recycling		
999990 GFL ENVIRONMENTAL IN	85963	0	2022 8	INV P	104.00 pcard		GFL ENVIRONMENTAL I		
999990 GFL ENVIRONMENTAL IN	85964	0	2022 8	INV P	200.48 pcard		GFL ENVIRONMENTAL I		
					608.96				
ACCOUNT TOTAL					608.96				
58073000 641600 000758 KUETTEL'S SEPTIC SER	84553	0	2022 8	INV P	425.00 082422	555294	Floor Pit cleaning		
ACCOUNT TOTAL					425.00				
58073000 645100 000274 CINTAS CORPORATION	85640	0	2022 8	INV P	139.32 pcard		Mats and safety sup		
000274 CINTAS CORPORATION	85641	0	2022 8	INV P	626.70 pcard		Mats, towels & unif		
					766.02				
ACCOUNT TOTAL					766.02				
58073000 659900 002401 CLEAN POWER, LLC	82743	0	2022 8	INV P	869.37 080322	554915	August, 2022 Janito		
ACCOUNT TOTAL					869.37				
58073000 680300 1800 002560 KUENY ARCHITECTS	84488	0	2022 8	INV P	36,161.12 082422	555293	Whitman Avenue Faci		
ACCOUNT TOTAL					36,161.12				
ORG 58073000 TOTAL					38,830.47				
58074000							VT 5307 Operations		
58074000 632002 000561 GENFARE, DIVISION OF	84472	0	2022 8	INV P	617.88 082422	555273	Ticket stock		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8		ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN	CHECK	DESCRIPTION
ACCOUNT TOTAL							617.88		
58074000	632101					Uniforms			
	000316	COONEY'S EMBROIDERY	84469	0	2022	8 INV P	19.00	082422	555245 Uniforms
	000316	COONEY'S EMBROIDERY	84470	0	2022	8 INV P	68.00	082422	555245 Uniforms
							87.00		
	001396	UNIFIRST CORPORATION	84520	0	2022	8 INV P	55.44	082422	555343 Uniforms
	001396	UNIFIRST CORPORATION	84521	0	2022	8 INV P	43.70	082422	555343 Uniforms
	001396	UNIFIRST CORPORATION	84522	0	2022	8 INV P	87.40	082422	555343 Uniforms
	001396	UNIFIRST CORPORATION	84524	0	2022	8 INV P	36.96	082422	555343 Uniforms
							223.50		
ACCOUNT TOTAL							310.50		
58074000	632200					Gas Purchases			
	000763	KWIK TRIP, INC	84484	0	2022	8 INV P	260.89	082422	555295 July Fuel
	000796	LEVENHAGEN OIL CORPO	84485	0	2022	8 INV P	28,439.77	082422	555298 #2 Diesel Fuel
	001608	GARROW OIL CORPORATI	84477	0	2022	8 INV P	26,578.80	082422	555270 #2 Clear Diesel Fuel
ACCOUNT TOTAL							55,279.46		
58074000	632602					Tires			
	001926	GOODYEAR TIRE AND RU	84775	220246	2022	8 INV P	3,047.43	082422	555275 Bus tire lease prog
	001996	MATTHEWS TIRE, INC.	84534	0	2022	8 INV P	204.00	082422	555303 Spin balance & hard
ACCOUNT TOTAL							3,251.43		
58074000	632603					Lubricants			
	000615	HARTLAND LUBRICANTS	84478	0	2022	8 INV P	1,614.86	082422	555278 Lubricants
ACCOUNT TOTAL							1,614.86		
58074000	640800					Contractor Fees			
	002229	STAR PROTECTION AND	84512	0	2022	8 INV P	8,357.08	082422	555333 Security services a
ACCOUNT TOTAL							8,357.08		
58074000	643000					Health Services			
	001588	THEDACARE, INC.	84511	0	2022	8 INV P	334.05	082422	555340 DOT Physicals
ACCOUNT TOTAL							334.05		
ORG 58074000 TOTAL							69,765.26		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2022/8 TO 2022/8	ACCOUNT/VENDOR	DOCUMENT	PO	YEAR/PR	TYP S	CHECK RUN CHECK	DESCRIPTION
58075000			VT 5307	ADA	Paratransit		
58075000	641308				Cellular Phones		
	001442	VERIZON WIRELESS SER 84565	0	2022	8 INV P	710.69	pcard Data plan
	001442	VERIZON WIRELESS SER 85642	0	2022	8 INV P	710.69	pcard Data plan
						<b>1,421.38</b>	
					ACCOUNT TOTAL	1,421.38	
					ORG 58075000 TOTAL	1,421.38	
58076000			VT 5307	Ancillary	Paratransit		
58076000	640800 1821				Contractor Fees-Trolley		
	000774	LAMERS BUS LINES, IN 84486	0	2022	8 INV P	1,364.40	082422 555296 Trolley Service
	000774	LAMERS BUS LINES, IN 84487	0	2022	8 INV P	9,005.04	082422 555296 Trolley Service
						<b>10,369.44</b>	
					ACCOUNT TOTAL	10,369.44	
					ORG 58076000 TOTAL	10,369.44	
58079000			VT COVID-19	Response			
58079000	640800				Contractor Fees		
	002401	CLEAN POWER, LLC 84468	0	2022	8 INV P	2,585.80	082422 555243 Level 1 bus cleanin
					ACCOUNT TOTAL	2,585.80	
58079000	659900				Other Contracts/Obligation		
	999990	ZOOM.US 888-799-9666 84577	0	2022	8 INV P	10.00	pcard Teleconference serv
					ACCOUNT TOTAL	10.00	
					ORG 58079000 TOTAL	2,595.80	
FUND 580 Valley Transit			TOTAL:			181,211.52	

\*\* END OF REPORT - Generated by Debra Ebben \*\*



**Valley Transit**

CONNECTING THE FOX CITIES

## Memorandum

**TO:** Fox Cities Transit Commission

**FROM:** Ron McDonald, General Manager

**DATE:** September 19, 2022

**RE:** Award Recommendation for Scheduling & Planning Software

### **BACKGROUND**

Valley Transit currently utilizes several manual processes and relies on third-party support to complete tasks related to operations and route planning. This includes driver scheduling, run cutting, rostering, route alternatives analysis, payroll data matching and maintenance of service data utilized by other software applications, like Google Transit. There is a need to automate and expand these functions to maintain existing operations more efficiently, adapt to changes in service, and analyze alternatives in service/labor.

There are specialized applications available in the market that supply scheduling and planning software, which manage some or all of these tasks. The software features include: driver scheduling optimization; budget scenario outputs; route planning tools; analysis of community demographics, including Title VI aspects; employee timecard matching tools; payroll system interface; GTFS data management (data required by Google Transit for trip planning); and service data management (routes, bus stop locations, timetables and other service attributes).

A significant component of this software relates to the automation of driver scheduling. Valley Transit's operations staff utilize a manual process to maintain seasonal driver schedules and manage daily changes. Without automation, there is a considerable and time-consuming effort to create a new schedule. The current process makes it difficult to quickly pivot for service changes or review alternatives. Scheduling and planning software would automate this entire process from schedule creation through completion of daily work assignments by employees. It would create multiple schedule scenarios and ensure all scenarios adhere to requirements of our customers, budget and collective bargaining agreement based on customized variables entered by Valley Transit in the software. The software would create a more efficient process for daily scheduling, improve alternatives analysis, provide more scheduling options throughout the year and create a readiness to react to any future service changes driven by labor or community needs. Other software features, like the route planning and GTFS management tools, would have the same benefits for Valley Transit in terms of automating manual or inefficient processes and improving organizational capabilities.

Valley Transit's emergency preparedness planning requires review of all tasks and resources related to daily operations, including how to maintain normal service at other locations. Under a scenario where the Whitman Facility is inaccessible and operations is required to move, our current scheduling, timekeeping and work assignment processes could not be quickly replicated at another location. A cloud-based scheduling software system will enable many core tasks related to scheduling, active assignment adjustments and time-keeping to function normally, even at a temporary operations location.

In preparation for this procurement, Valley Transit staff developed a request for proposal (RFP) document to solicit proposals from vendors. As part of this process, staff reviewed RFP documents that were used by other entities to purchase similar software. City of Appleton IT and East Central WI Region Planning Commission staff also reviewed the project in the planning stages and provided feedback.

The RFP document was sent directly to vendors who were known suppliers; posted on the State of Wisconsin's Vendornet system; and advertised in print and online with the *Post-Crescent*, *Green Bay Press Gazette* and the *Oshkosh Northwestern*. Proposals were due on August 10, 2022. Two proposals were received prior to the required deadline: Clever Devices Ltd. (Woodbury, NY) and Optibus, Inc. (New York, NY).

### **ANALYSIS**

Each proposal was evaluated based on the vendor's compliance with the scope of work, experience, qualifications, training, support & price. Optibus Inc. provided the only proposal able to comply with all major functional requirements (scheduling, route planning & GFTS management) and was subsequently moved forward in the evaluation process. Optibus was then invited to provide a product demonstration on August 29, 2022. After consideration of the written proposal and product demo, the evaluation team unanimously concluded Optibus had proposed the best solution for Valley Transit.

Optibus's written proposal clearly described the system capabilities in relation to the scope of work, implementation process, system support and training process. System features include: a Scheduling & Rostering Module (vehicle scheduling, driver scheduling, relief vehicle scheduling, active roster control based on availability, payroll matching); a GFTS Manager Module (manages all geographic data related to service, including bus stop locations, route lines, timepoints, fares and route schedules); and a Planning Module (timetable planning, sandbox for route planning, scenario cost estimation, geospatial tools, Census data layers for demographic analysis and Title VI impact analysis).

Optibus was the only vendor with a planning module, which graphically displays route design alternatives and overlays various types of Census data. Optibus's product is cloud-based and compliant with the data security requirements specified by the City of Appleton's IT staff. Optibus has existing experience at other transit clients successfully integrating data from their system to other software. Data integration is very important to Valley Transit's ongoing requirement for open data and automated flow of data between various third-party products. All Optibus client references returned responses with high marks.

Optibus proposed a 12-week training schedule for staff. Depending on contract execution, the goal of full product roll-out in the first quarter of 2023.

### **FISCAL IMPACT**

In contract years 2022-2024, Optibus Inc.'s annual SaaS (software as a service) fee for all modules is \$42,406. In contract years 2025 & 2026, Optibus Inc.'s annual SaaS fee is \$46,646. The annual fee covers access to the software, configuration, set-up, training, ongoing training, integrations and support.

Existing federal grants would cover 80% of total project cost. The remaining cost would be expensed from Valley Transit's annual budget.

### **RECOMMENDATION**

Staff recommends authorization for Valley Transit to enter into contracts with Optibus, Inc. to provide scheduling and planning software.

**City of Appleton**  
**VALLEY TRANSIT INCOME STATEMENT**  
**For Eight Months Ending August 31, 2022**

Description	Month of August Actual	Prior Year August	YTD As of August Actual	Prior YTD August	2022 Amended Budget	2022 % of Total Budget
<b>REVENUES</b>						
Bus Fare Revenue	53,270	80,688	392,823	360,334	858,843	45.74%
Paratransit Fare Revenue	34,902	37,199	267,988	256,451	702,530	38.15%
Total Fare Revenue	88,172	117,887	660,811	616,785	1,561,373	42.32%
Other Charges for Service	6,276	12,975	67,205	48,960	65,000	103.39%
Other Revenues	1,418	1,302	30,158	29,873	14,000	215.41%
TOTAL REVENUES	95,866	132,164	758,174	695,618	1,640,373	46.22%
<b>EXPENSES BY LINE ITEM</b>						
Regular Salaries & Labor pool alloc	204,080	203,198	1,680,741	1,728,032	3,288,821	51.10%
Overtime	37,043	26,903	213,876	217,651	76,153	280.85%
Incentive Pay	-	-	-	-	1,335	0.00%
Other Compensation	-	-	1,925	2,414	-	0.00%
Fringes	86,928	86,872	675,100	697,972	1,335,129	50.56%
Unemployment Compensation	-	6,660	3,301	32,093	-	0.00%
Salaries & Fringe Benefits	328,051	323,633	2,574,943	2,678,162	4,701,438	54.77%
Training & Conferences	1,531	2,989	8,487	6,280	27,200	31.20%
Employee Recruitment	340	460	10,518	11,711	4,200	250.43%
Office Supplies	288	471	1,937	3,277	5,400	35.87%
Subscriptions	40	38	573	1,285	3,925	14.60%
Memberships & Licenses	45	197	14,020	16,123	20,016	70.04%
Postage & Freight	22	178	1,165	2,168	3,700	31.49%
Awards & Recognition	-	-	759	-	930	81.61%
Food & Provisions	-	-	571	420	1,240	46.05%
Insurance	10,031	9,687	223,249	210,560	222,790	84.62%
Insurance dividend & return of surplus	-	-	(34,713)	(48,910)	-	
Depreciation Expense	102,544	82,694	820,356	661,550	1,230,534	66.67%
Administrative Expenses	114,841	96,713	1,046,922	864,463	1,519,935	68.88%
Landscape Supplies	-	-	928	834	1,500	61.87%
Shop Supplies & Tools (& misc)	1,982	7,429	29,567	38,403	246,548	11.99%
Printing & Reproduction	1,184	835	12,615	8,972	27,070	46.60%
Uniforms	311	-	1,425	1,820	9,280	15.36%
Gas Purchases	55,675	33,283	373,590	234,226	592,625	63.04%
Safety Supplies	60	1,943	2,606	3,772	500	521.20%
Vehicle & Equipment Parts	42,231	36,479	201,032	165,154	209,426	95.99%
Miscellaneous Equipment	-	1,392	4,194	1,441	25,100	16.71%
Signs	-	21,538	6,220	34,217	12,000	51.83%
Supplies & Materials	101,443	102,899	632,177	488,839	1,124,049	56.24%
Accounting/Audit	-	-	-	12,532	9,930	0.00%
Bank Services	177	315	2,165	1,807	6,500	33.31%
Consulting Services	-	-	19,538	2,228	-	0.00%
Solid Waste/Recycling	609	283	2,436	2,664	5,060	48.14%
Contractor Fees	194,573	221,499	1,402,030	1,695,909	3,977,037	35.25%
Advertising	4,067	120	15,708	4,758	50,309	31.22%
Health Services	402	354	5,439	8,015	9,200	59.12%
Snow Removal Services	-	-	10,701	10,348	39,000	27.44%

**City of Appleton**  
**VALLEY TRANSIT INCOME STATEMENT**  
**For Eight Months Ending August 31, 2022**

Description	Month of August Actual	Prior Year August	YTD As of August Actual	Prior YTD August	2022 Amended Budget	2022 % of Total Budget
Laundry Services	1,420	587	6,440	7,043	10,000	64.40%
Other Contracts/Obligations	879	32,354	39,342	46,711	100,478	39.15%
Purchased Services	202,127	255,512	1,503,799	1,792,015	4,207,514	35.74%
Electric	-	3,687	29,488	35,648	51,481	57.28%
Gas	-	100	17,908	12,456	17,500	102.33%
Water	371	295	4,198	4,041	7,850	53.48%
Waste Disposal/Collection	215	162	2,111	1,832	3,200	65.97%
Stormwater	654	654	5,908	5,922	9,401	62.84%
Telephone	1,739	1,200	8,986	9,844	17,700	50.77%
Utilities	2,979	6,098	68,599	69,743	107,132	64.03%
Building/Grounds Repair & Maintenance	425	400	1,978	2,072	-	0.00%
Vehicle Repair & Maintenance	-	2,662	12,190	6,866	10,050	121.29%
Equipment Repair & Maintenance	1,035	256	5,892	6,127	13,674	43.09%
FMD Charges & Material	-	-	62,645	85,420	142,503	43.96%
Software Support	625	26,202	113,869	85,464	122,690	92.81%
Repairs & Maintenance	2,085	29,520	196,574	185,949	288,917	68.04%
Total Operating Expenses	751,526	814,375	6,023,014	6,079,171	11,948,985	50.41%
OPERATING INCOME (LOSS)	(655,660)	(682,211)	(5,264,840)	(5,383,553)	(10,308,612)	
<b>NON-OPERATING REVENUES</b>						
Federal Support	-	-	1,606,318	1,768,720	3,564,408	45.07%
State Support	-	-	805,082	3,353,291	2,959,167	27.21%
Appleton Support	275,230	(750,814)	1,118,556	1,175,796	725,763	154.12%
Other Local Support	177,372	(93,992)	1,767,729	1,860,595	2,014,910	87.73%
Investment Income	131	-	(18,805)	(1,096)	12,500	-150.44%
Donations	4,167	4,167	33,483	33,832	63,386	52.82%
TOTAL NON-OPERATING REVENUE	456,900	(840,639)	5,312,363	8,191,138	9,340,134	56.88%
Buildings	36,161	95,398	84,873	122,604	8,858,877	0.96%
Machinery & Equipment	-	-	43,215	-	38,056	113.56%
Furniture & Fixtures	-	-	-	-	25,000	0.00%
Vehicles	-	-	2,471,395	2,485,405	2,571,395	96.11%
Capital Expenditures	36,161	95,398	2,599,483	2,608,009	11,493,328	22.62%
NET INCOME (LOSS)	(234,921)	(1,618,248)	(2,551,960)	199,575	(12,461,806)	

**City of Appleton**  
**PURCHASED TRANSPORTATION**  
**For Eight Months Ending August 31, 2022**

Description	Month of August Actual	Prior Year August	YTD As of August Actual	Prior YTD August	2022 Amended Budget	2022 % of Total Budget
<b>PURCHASED TRANSPORTATION EXPENSE</b>						
VTII - Disabled	96,319	108,052	719,998	789,261	2,052,750	35.07%
VTII - Elderly	2,428	2,590	19,743	21,368	62,480	31.60%
PT - Optional (Sunday)	536	205	4,267	2,133	17,850	23.90%
Family Care Employment Transportation	-	36,096	-	227,149	613,360	0.00%
Outagamie County Demand Response Rural	29,799	18,597	225,016	174,809	275,007	81.82%
Outagamie County Human Services Transportation	-	204	2,907	6,851	11,900	24.43%
Northern Winnebago Dial - A - Ride	5,998	6,174	30,417	67,928	192,423	15.81%
Calumet County Van Service	-	-	8,093	19,582	27,666	29.25%
Connector - Extended Service Hours	24,952	17,580	198,301	175,067	412,000	48.13%
Connector - Extended Service Area	5,253	5,478	43,981	65,141	141,625	31.05%
Downtown Trolley	10,369	8,173	10,369	26,563	32,554	31.85%
Total Purchased Transportation	175,654	203,149	1,263,092	1,575,852	3,839,615	32.90%



**Total Passengers**

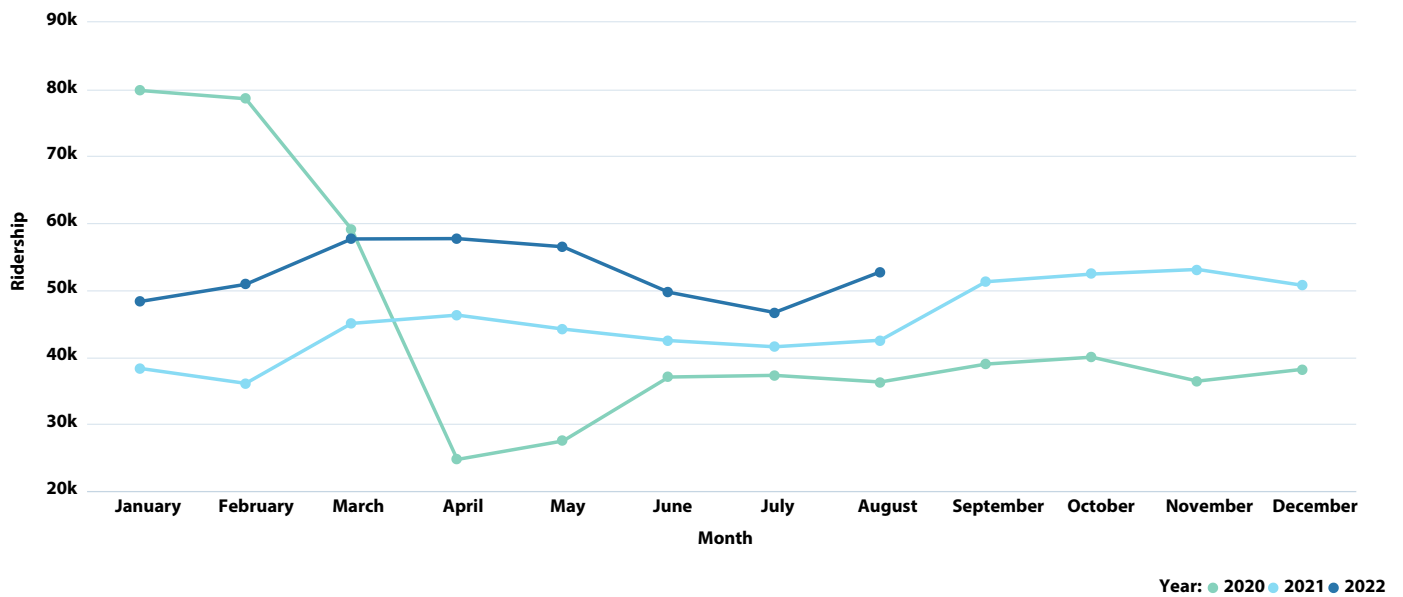
**52,723**

↗ **24%** change  
42,516 prev. year

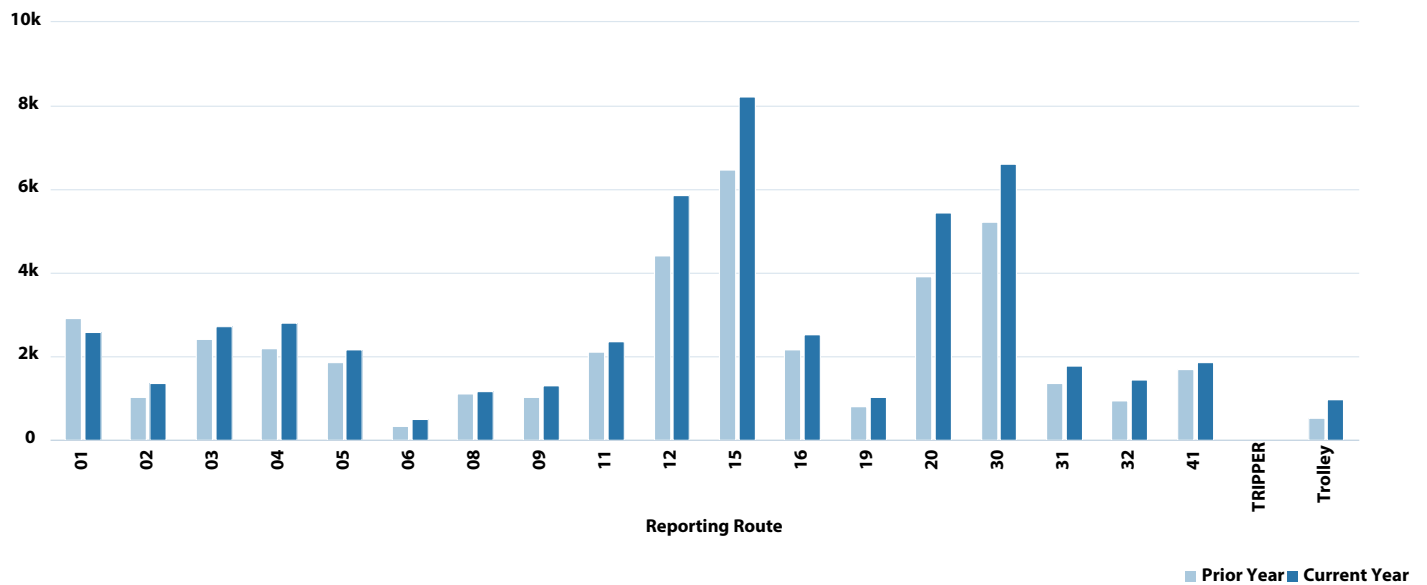
**Monthly Fare Group Trend**

Fare Group Desc	Prior Year	Current ▼	% Change
Passes & Tickets	20,907	25,444	21.7%
Cash	8,152	9,404	15.4%
Transfers	7,346	8,550	16.4%
FVTC	2,368	3,972	67.7%
AASD	2,488	2,737	10.0%
Free	1,255	2,235	78.1%
Lawrence University	-	443	-

**Monthly Ridership Trend by Year**



**Monthly Ridership by Route**



**Total Passengers**

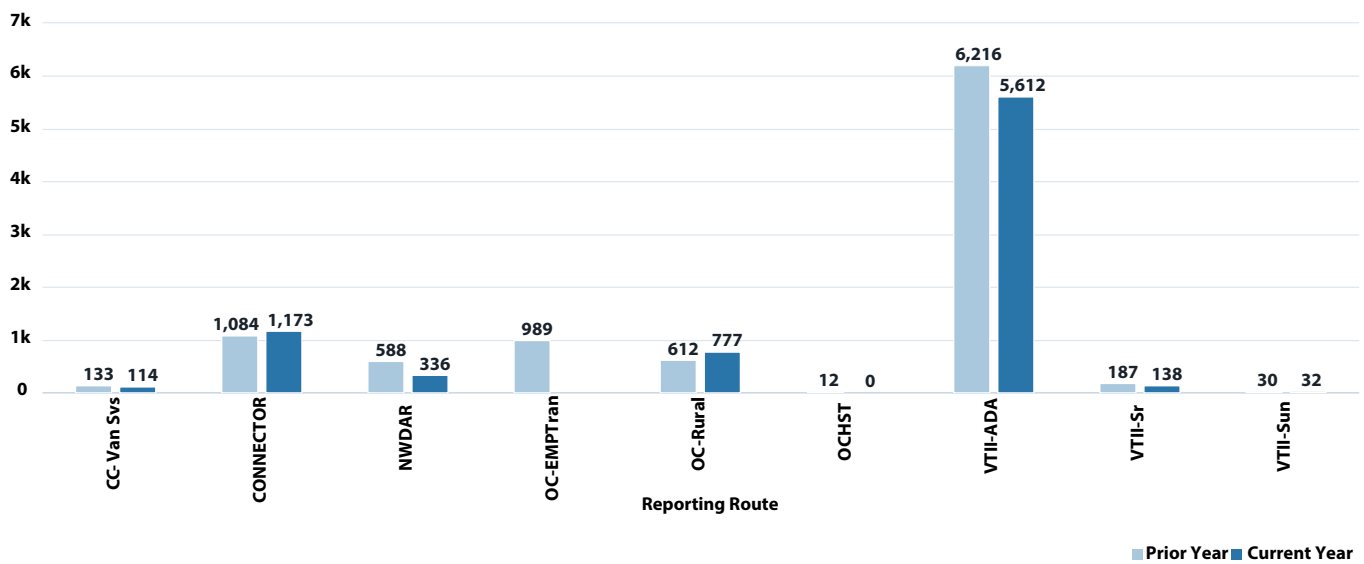
**8,182**

↘ -17% change  
9,851 prev. year

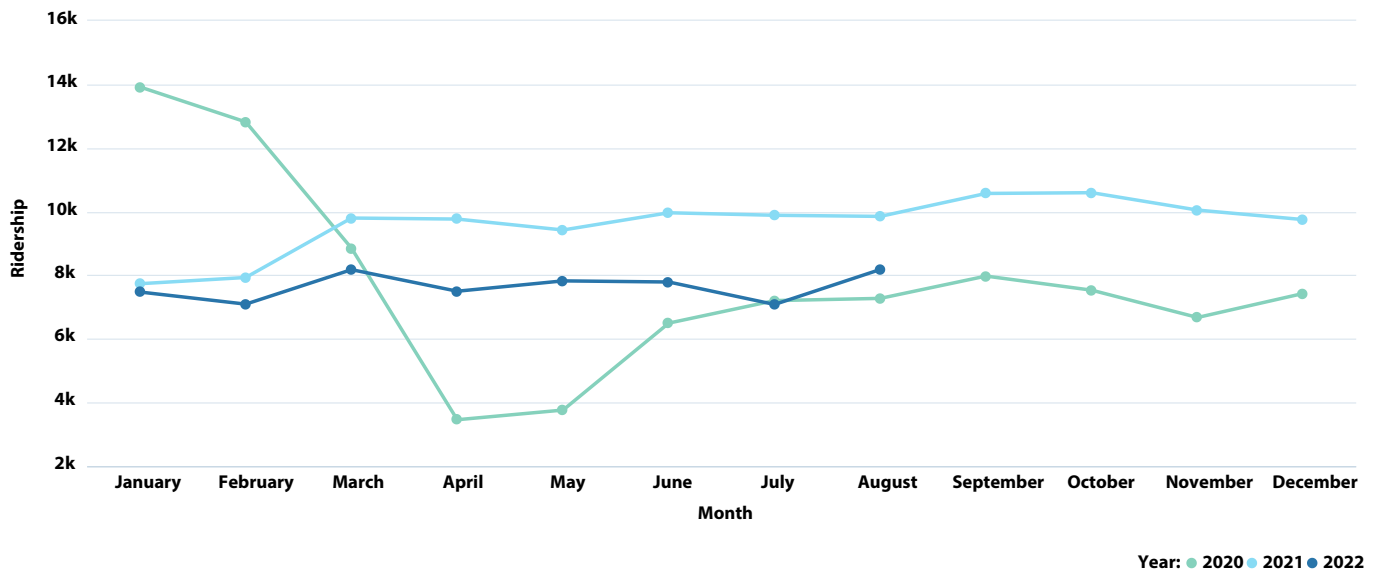
**Change in Rides by Program**

Reporting Route	Prior Year	Current Year ▼	% Change
VTII-ADA	6,216	5,612	-9.72%
CONNECTOR	1,084	1,173	8.21%
OC-Rural	612	777	26.96%
NWDAR	588	336	-42.86%
VTII-Sr	187	138	-26.20%
CC-Van Svs	133	114	-14.29%
VTII-Sun	30	32	6.67%
OCHST	12	0	-100.00%
OC-EMPTTran	989	-	-100.00%

**Monthly Ridership by Program**



**Ridership Trend by Year**





## MEMORANDUM

**TO:** Fox Cities Transit Commission  
City of Appleton Common Council

**FROM:** Ron McDonald, General Manager

**DATE:** September 13, 2022

**RE:** 2022-2023 Snow Removal Contract

### **BACKGROUND**

In late April 2022, Valley Transit was notified that its snow removal contractor, Lakeshore Cleaners, would not be renewing the contract for the 2022-2023 winter season. Valley Transit is required to obtain written quotes for small purchases of less than \$24,999, but more than \$7,500. Award may be made if it is determined that the price is fair and reasonable and that there are no significant differences in quality or price among available vendors.

Staff contacted several vendors and received no response from two vendors. An additional two vendors were not interested in quoting the complete job. Staff determined Bob & Dave's Lawn and Landscape Maintenance quoted the complete job at a fair and reasonable price. Valley Transit will enter into a one-year contract with Bob & Dave's for snow removal and salting services at the Downtown Transit Center and at the Whitman facility.

### **FISCAL IMPACT**

Valley Transit has sufficient funds remaining in the 2022 Budget to pay for the snow removal services.

**Snow Removal and Salting  
Contract for Purchase of Services  
2022-2023 Winter Season Contract**

**1. PARTIES.**

This Contract is entered into by and between The City of Appleton, Valley Transit, 801 S. Whitman Avenue, Appleton, Wisconsin (hereinafter referred to as "VALLEY TRANSIT"), and Bob & Dave's Lawn and Landscape Maintenance Inc., PO Box 828, Kaukauna WI 54130 (hereinafter referred to as "CONTRACTOR"). VALLEY TRANSIT and CONTRACTOR shall be referred to herein as "the Parties."

**2. SCOPE OF SERVICES**

CONTRACTOR will, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary to provide snow removal and salting services for Valley Transit, all in strict compliance with the Contractors Proposal and all other documents incorporated herein by reference. Scope of work will only include the following service Locations:

- Valley Transit Administrative Offices, 801 Whitman Ave, Appleton, WI 54914
- Valley Transit, Transit Center, 100 E. Washington Street, Appleton, WI 54911

**3. PAYMENT**

VALLEY TRANSIT shall pay CONTRACTOR for the completed and accepted services rendered at the price(s) set forth in DESCRIPTION OF WORK TO BE PERFORMED as quoted on Contractors 2022 Work Order #20695 and #20696 dated August 12, 2022 – Attachment 3. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the services. VALLEY TRANSIT shall pay CONTRACTOR by check within 30 calendar days of VALLEY TRANSIT'S receipt of invoice.

The time billed for work performed cannot exceed 12 hours per day without prior approval from duly authorized Valley Transit staff. Work performed beyond 12 hours without prior approval is at CONTRACTOR'S own risk. This paragraph does not apply if a Snow Emergency has been declared by the City of Appleton.

If a Snow Emergency has been declared by the City of Appleton, then the time billed for work performed cannot exceed 18 hours per day without prior approval from duly authorized Valley Transit staff. During a Snow Emergency, work performed beyond 18 hours without prior approval is at CONTRACTOR'S own risk.

**4. TERMS**

This Contract shall be effective for a one-year period, from October 1, 2022, through September 31, 2023. The funding of this service provided by CONTRACTOR are contingent upon federal, state, and local funding sources. There are termination clauses that can be implemented by either Party pursuant to Federal Regulation (49 U.S.C. Part 18, FTA Circular 4220.1E) and in accordance with Attachment 1- Federal Clauses.

**5. COMPONENT PARTS OF CONTRACT**

This Contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- Attachment 1 – Federal Clauses

- Attachment 2 – Insurance Requirements
- Attachment 3 – Contractor’s Proposal - Bob & Dave’s 2022 Work Order #20696 and 2022 Work Order #20695 dated August 12, 2022

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

**6. AMENDMENT**

This Contract shall be binding on all Parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in the provisions of this Contract may only be made by a written amendment, signed by the duly authorized agent, or agents who executed this Contract.

**7. NO WAIVER**

No failure to exercise and no delay in exercising any right, power, or remedy hereunder on the part of the Parties shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any right power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Parties therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**8. NON-DISCRIMINATION**

In the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record, or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. CONTRACTOR further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, or national origin.

**9. SEVERABILITY**

It is agreed by the Parties that should any provision of this Contract be determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all other provisions of this Contract remain in full force and effect.

**10. NOTICES**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the Parties listed below:

**Valley Transit**  
Ronald McDonald  
General Manager  
801 S. Whitman Ave.  
Appleton, WI 54914

**Bob & Dave’s**  
Jessica M Brasch  
PO Box 828  
Kaukauna WI 54130

### **11. AUDIT AND RETENTION OF DOCUMENTS**

CONTRACTOR agrees to provide all reports requested by VALLEY TRANSIT including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Reports and documents shall be available for inspection during normal business hours with 24 hour notice. Documents and records relating to the performance of service under the terms of this Contract shall be retained for a period of seven (7) years after the completion of all work, or for such a time as provided in Section 8, Audit and Inspection of Records, Appendix C, USDOT/FTA terms and conditions, incorporated herein by reference.

### **12. LAW APPLIED**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

### **13. INDEMNIFICATION**

For good and valuable consideration, CONTRACTOR agrees to indemnify, defend and hold harmless the City of Appleton and VALLEY TRANSIT and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City of Appleton or VALLEY TRANSIT.

**Signature Page Follows**

**CITY OF APPLETON**  
A Wisconsin Municipal Corporation

**2022-2023 Winter Season  
Snow Removal and Salting Contract**

In witness whereof, the parties have executed this agreement on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2022.

**CITY OF APPLETON:**

APPROVED AS TO FORM:

By: \_\_\_\_\_

Ronald C. McDonald, Valley Transit General  
Manager

\_\_\_\_\_  
Christopher Behrens, City Attorney

Provision has been made to pay the  
liability which will accrue under the  
contract.

**Bob & Dave's Lawn and Landscape  
Maintenance Inc.:**

\_\_\_\_\_  
Jeri Ohman, Director of Finance

\_\_\_\_\_  
Jessica M. Brasch

Attachment 1 – Federal Clauses

**Compliance with Overall Federal Regulations Certification**

**49 CFR Part 18**

The Contractor listed below hereby certifies that it shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Appleton/Valley Transit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. FTA contract clauses are listed in this RFP.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date



## Attachment 1 – Federal Clauses

### FEDERAL CONTRACT CLAUSES

*The following clauses will be attached to the awarded proposer's contract.*

#### **No Obligation by the Federal Government**

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

#### **Program fraud and false or fraudulent statements and related acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

#### **Access to Records**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

## Attachment 1 – Federal Clauses

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights**

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

## Attachment 1 – Federal Clauses

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.18%. A separate contract goal has not been established for this procurement.

b. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. 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 Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. 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 from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Valley Transit, 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 Valley Transit.

### **Incorporation of FTA Terms**

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

### **Termination Provisions**

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

## Attachment 1 – Federal Clauses

(2) Termination for Default - 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, Valley Transit may terminate this contract for default. Valley Transit 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 Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, 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 49 CFR 29, Subpart C 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.

### **Energy Conservation**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

The 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.

**IR 2.1 SMALL EXPOSURE JOBS**  
**City of Appleton**  
**Insurance Requirements**

**Project:** \_\_\_\_\_

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable department before the contract or purchase order is considered for approval by the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self-insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate ..... \$2,000,000
- Fire Damage limit — any one fire .....\$50,000
- Medical Expense limit — any one person .....\$5,000
- Watercraft Liability, (protection and indemnity coverage) IF the project  
work includes the use of, or operation of any watercraft..... \$1,000,000  
NOTE: per occurrence for bodily injury and property damage
- Products/Completed Operations coverage must be carried for two years after  
acceptance of completed work.

**Automobile Liability** coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 – “Any Auto” basis.

**Workers’ Compensation** as required by the State of Wisconsin, and employers liability insurance with sufficient limits to meet underlying umbrella liability insurance

requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

**Builder's Risk/Installation Floater/Contractor's Equipment or Property (If applicable):**

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractor is responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products – Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation policies.**
- Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

### 3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain commercial general liability (if applicable watercraft liability), automobile liability, workers' compensation and employers liability, (if applicable aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding umbrella liability, contained in Section 1 above.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
  - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
  - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
  - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.
  
- Property Insurance Coverage** to be provided by the Contractor
  - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
  - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
  - Coverage will be on a **Replacement Cost basis**.
  - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
  - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
  - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
  - Coverage must include testing and start up.
  - Coverage must include boiler and machinery if the exposure exists.
  - Coverage must include engineers' and architects' fees.

- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
  - The policy must cover/allow partial utilization by owner.
  - Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - Contractor is responsible for all deductibles and coinsurance penalties.
- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
- Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:
    - \$500,000 each loss for bodily injury, property damage, environmental damage
    - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
  - Deductible must be paid by the Contractor, consultants/engineers
  - The City of Appleton, its Council members and employees must be Additional Insureds
  - The policy must also cover subcontractors
  - Specify if “Wrongful Delivery” is covered
  - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
  - Certificate of Insurance must state:
    - If the policy is an Occurrence or a Claims Made Form
    - If the defense costs reduce the limit of liability
    - If the policy covers motor vehicle loading and unloading claims
    - If there is an underground storage tank or a super fund exclusion
    - If there is a Contractual Liability Exclusion
    - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.
- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft.
- Watercraft liability protection and indemnity coverage** to be provided by the Contractor





August 12, 2022

2022 WORK ORDER #20695

Valley Transit.  
801 S Whitman Ave  
Appleton, WI 54914

Valley Transit APP Wittman  
801 S Whitman Ave  
Appleton, WI 54914

**DESCRIPTION OF WORK TO BE PERFORMED**

Snow Contract 2022-2023

~ Plowing  
\$90.00 per Unit Hour

~ Skid Steer  
\$100.00 per Unit Hour

~ Backhoe or Tractor  
\$115.00 per Unit Hour

~ Payloader  
\$180.00 per Unit Hour

~ Small Tractor with Attachment  
\$125.00 per Unit Hour

~ Shoveling, Snow Blowing, and Handwork  
\$75.00 per Man Hour

~ Ice Melter Sidewalk Salt - 50LB Bag  
\$25.00 per Bag

~ Rock Salt Spread in Parking Lot  
\$22.50 per 100 LBS Applied

~ Salt Application Fee  
\$35.00 per Time

~ Hauling Snow Off Property  
\$150.00 per Unit Hour, plus any disposal costs

**\*\*Prices only good for 15 days from date on estimate\*\***

There are no minimum charges per service, however some travel time may be factored into costs.

\_\_\_\_\_ Initials

### Snow Specifications

Does Bob and Dave's need to clear the lots?  Yes ( ) No

If yes, what is the least amount of snowfall that needs to be removed?

( ) Under 1 inch  1 inch or more

When does Bob & Dave's need to salt the parking lot?

( ) Bob & Dave's discretion  Not at all\*\*

\*\*If "Not at all" is selected, and a request for salting is called in, Bob & Dave's will do their best to accommodate the request based on product availability. The charge for this service will be \$30 per hundred pounds applied, plus the salt application fee.

Does Bob and Dave's need to shovel the ( ) Sidewalks and ( ) Fire doors? ( ) Yes  No

If yes, what is the least amount of snow that needs to be removed?

( ) Under 1 inch ( ) 1 inch or more

When does Bob & Dave's need to salt the ( ) Sidewalks ( ) Fire doors?

( ) Bob & Dave's discretion  Not at all

When should snow be hauled away from site?

( ) After each snow fall  Upon request only (Requires written approval)

Shift change if 24 hours? (Put N/A if this doesn't apply)

Days of operation: M T W T H F S ~~Sa~~ Hours of operation: 500AM - 1100 PM

Shift contact: On duty supervisor

Phone: (920) 832-5800

Email address: \_\_\_\_\_

What time, under ideal conditions, does the snow need to be removed by? Before 5AM and as requested throughout office hours

Snow removal isn't an exact science. The time that a snow storm starts and ends dictates when we start and end. We do everything in our power to have you open by the time you request.

The above work order # is needed to receive service that is otherwise not listed on your contract.

\_\_\_\_\_ Initials

### Terms and Conditions

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to date of this agreement.

**CHARGES:** This contract is a **Time and Materials** contract, based upon the rates quoted on the preceding page. Surcharges for fuel and materials (principally salt products) may be added if supplier pricing increases significantly after this contract is executed and accepted. Bob & Dave's will do its best to keep all such prices under control. **PAYMENT TERMS:** Invoices are due for payment 30 days after the invoice date. A 3% surcharge will be added to debit/credit card payments. Accounts that are more than 30 days past dae

due **WILL NOT BE PLOWED** until account is brought up-to-date. In addition, a **finance charge of 1.5% per month** will be assessed on such past due amounts, and will be paid by customer. Any excessive delays in payments of invoices may result in appropriate legal action being taken to collect such monies. Customer understands and agrees that cost of such legal action, including, without limitation, lawyer's fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition.

If changes are made to original contract's Scope of Work or Snow Specifications during the season, the cost of remaining or additional services are subject to change with notification from Bob & Dave's to customer before enforcement of cost change.

**SERVICES AND QUALITY:** Bob & Dave's will exercise its best judgement based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions may change rapidly and without notice. We can only respond to the current conditions, without regard for forecasted or actual changes of conditions. Customer agrees to allow Bob & Dave's to decide if snowplowing is warranted based upon snow accumulations at customer's particular location. Customer understands that snow accumulations may vary throughout the local area, and that accumulations in one section of the area are not necessarily indicative of the accumulation at the customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location.

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement"- and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that Bob & Dave's assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

**DAMAGES AND COMPLAINTS:** Reports of damages must be communicated in writing to Bob & Dave's within 48 hours. Failure to report damages constitutes a waiver of such damages, and the contractor is released from liability. Further, any invoicing questions or concerns must be addressed within ten (10) days of invoicing, or the invoices will be considered to be binding.

~~**CANCELLATION:** This contract shall be binding and shall inure to the benefit of parties and their heirs, executors, administrators, and assigns. This contract is cancelable upon 30 days written notification by either party, or a \$500 customer cancellation fee to terminate the contract immediately. Amounts invoiced or due for services rendered are due and payable immediately upon such cancellation.~~

*FTA termination clauses apply - DaE*

**RIGHT TO SUBCONTRACT:** Bob & Dave's may subcontract, either wholly or partially, any Work under this Agreement to any third party, without Customer's prior approval. Bob & Dave's will be deemed to have performed any Work actually performed by a subcontractor, and remains responsible and liable to Customer for any Work performed by a subcontractor, including the scope, quality, and nature of the services, as if Bob & Dave's had provided the Work itself. Bob & Dave's shall be responsible for its subcontractors' compliance with this agreement and for all payments to its subcontractors.

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

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

Printed Name: Jessica M Brasch

Printed Name: \_\_\_\_\_

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

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

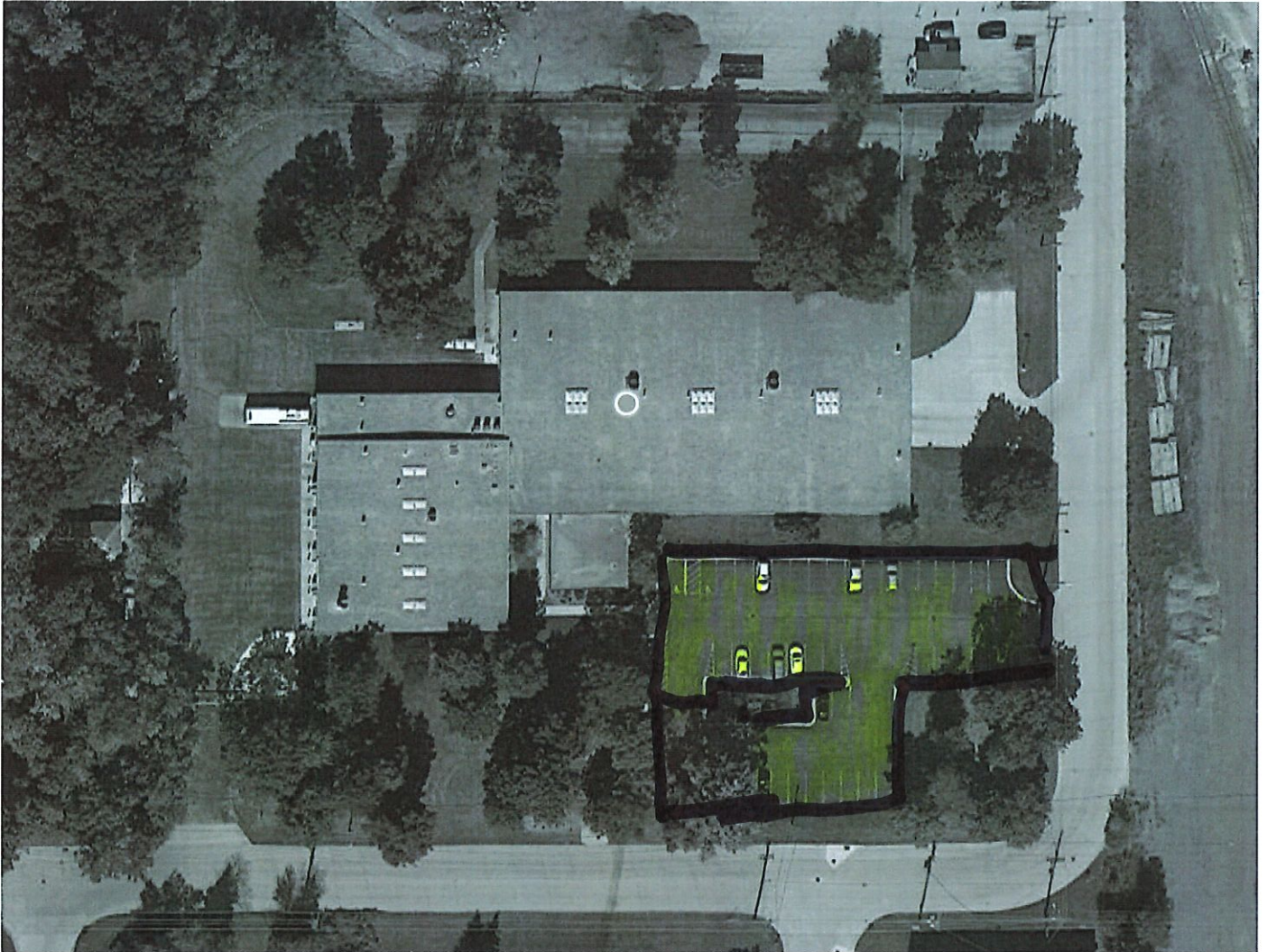
**BOB & DAVE'S LAWN AND  
LANDSCAPE MAINTENANCE INC.**

**VALLEY TRANSIT.**



# Please Complete & Return With Contract

Valley Transit  
801 S Wittman Ave  
Appleton, WI 54914



*Plow parking lot only*

Customer Signature \_\_\_\_\_

Please highlight the site map where you would like each service done.

Plow = Yellow  
Shovel / Snow Blow = Orange

Do not plow = Green  
Stack Snow = Blue



August 12, 2022

2022 WORK ORDER #20696

Valley Transit.  
801 S Whitman Ave  
Appleton, WI 54914

Valley Transit APP Washington  
100 E Washington St  
Appleton, WI 54911

**DESCRIPTION OF WORK TO BE PERFORMED**

Snow Contract 2022-2023

~ Plowing  
\$90.00 per Unit Hour

~ Skid Steer  
\$100.00 per Unit Hour

~ Backhoe or Tractor  
\$115.00 per Unit Hour

~ Payloader  
\$180.00 per Unit Hour

~ Small Tractor with Attachment  
\$125.00 per Unit Hour

~ Shoveling, Snow Blowing, and Handwork  
\$75.00 per Man Hour

~ Ice Melter Sidewalk Salt - 50LB Bag  
\$25.00 per Bag

~ Rock Salt Spread in Parking Lot  
\$22.50 per 100 LBS Applied

~ Salt Application Fee  
\$35.00 per Time

~ Hauling Snow Off Property  
\$150.00 per Unit Hour, plus any disposal costs

**\*\*Prices only good for 15 days from date on estimate\*\***

There are no minimum charges per service, however some travel time may be factored into costs.

\_\_\_\_\_ Initials



### Snow Specifications

Does Bob and Dave's need to clear the lots?  Yes ( ) No

If yes, what is the least amount of snowfall that needs to be removed?

( ) Under 1 inch  1 inch or more

When does Bob & Dave's need to salt the parking lot?

Bob & Dave's discretion ( ) Not at all\*\*

\*\*If "Not at all" is selected, and a request for salting is called in, Bob & Dave's will do their best to accommodate the request based on product availability. The charge for this service will be \$30 per hundred pounds applied, plus the salt application fee.

Does Bob and Dave's need to shovel the  Sidewalks and  Fire doors?  Yes ( ) No

If yes, what is the least amount of snow that needs to be removed?

( ) Under 1 inch  1 inch or more

When does Bob & Dave's need to salt the ( ) Sidewalks ( ) Fire doors?

Bob & Dave's discretion ( ) Not at all

When should snow be hauled away from site?

After each snow fall ( ) Upon request only (Requires written approval)

Shift change if 24 hours? (Put N/A if this doesn't apply)

Days of operation: M T W T H F S  Hours of operation: 500 AM - 1100PM

Shift contact: On duty supervisor

Phone: (920) 832-5800

Email address: \_\_\_\_\_

What time, under ideal conditions, does the snow need to be removed by? Before 5AM and as requested throughout service hours.

Snow removal isn't an exact science. The time that a snow storm starts and ends dictates when we start and end. We do everything in our power to have you open by the time you request.

The above work order # is needed to receive service that is otherwise not listed on your contract.

\_\_\_\_\_ Initials

### Terms and Conditions

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to date of this agreement.

**CHARGES:** This contract is a **Time and Materials** contract, based upon the rates quoted on the preceding page. Surcharges for fuel and materials (principally salt products) may be added if supplier pricing increases significantly after this contract is executed and accepted. Bob & Dave's will do its best to keep all such prices under control. **PAYMENT TERMS:** Invoices are due for payment 10 30 dae days after the invoice date. A 3% surcharge will be added to debit/credit card payments. Accounts that are more than 30 days past

due **WILL NOT BE PLOWED** until account is brought up-to-date. In addition, a **finance charge of 1.5% per month** will be assessed on such past due amounts, and will be paid by customer. Any excessive delays in payments of invoices may result in appropriate legal action being taken to collect such monies. Customer understands and agrees that cost of such legal action, including, without limitation, lawyer's fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition.

If changes are made to original contract's Scope of Work or Snow Specifications during the season, the cost of remaining or additional services are subject to change with notification from Bob & Dave's to customer before enforcement of cost change.

**SERVICES AND QUALITY:** Bob & Dave's will exercise its best judgement based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions may change rapidly and without notice. We can only respond to the current conditions, without regard for forecasted or actual changes of conditions. Customer agrees to allow Bob & Dave's to decide if snowplowing is warranted based upon snow accumulations at customer's particular location. Customer understands that snow accumulations may vary throughout the local area, and that accumulations in one section of the area are not necessarily indicative of the accumulation at the customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location.

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement"- and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that Bob & Dave's assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

**DAMAGES AND COMPLAINTS:** Reports of damages must be communicated in writing to Bob & Dave's within 48 hours. Failure to report damages constitutes a waiver of such damages, and the contractor is released from liability. Further, any invoicing questions or concerns must be addressed within ten (10) days of invoicing, or the invoices will be considered to be binding.

~~**CANCELLATION:** This contract shall be binding and shall inure to the benefit of parties and their heirs, executors, administrators, and assigns. This contract is cancelable upon 30 days written notification by either party, or a \$500 customer cancellation fee to terminate the contract immediately. Amounts invoiced or due for services rendered are due and payable immediately upon such cancellation.~~

*FTA termination clauses apply - JAE*

**RIGHT TO SUBCONTRACT:** Bob & Dave's may subcontract, either wholly or partially, any Work under this Agreement to any third party, without Customer's prior approval. Bob & Dave's will be deemed to have performed any Work actually performed by a subcontractor, and remains responsible and liable to Customer for any Work performed by a subcontractor, including the scope, quality, and nature of the services, as if Bob & Dave's had provided the Work itself. Bob & Dave's shall be responsible for its subcontractors' compliance with this agreement and for all payments to its subcontractors.

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

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

Printed Name: Jessica M Brasch

Printed Name: \_\_\_\_\_

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

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

**BOB & DAVE'S LAWN AND  
LANDSCAPE MAINTENANCE INC.**

**VALLEY TRANSIT.**



# Please Complete & Return With Contract

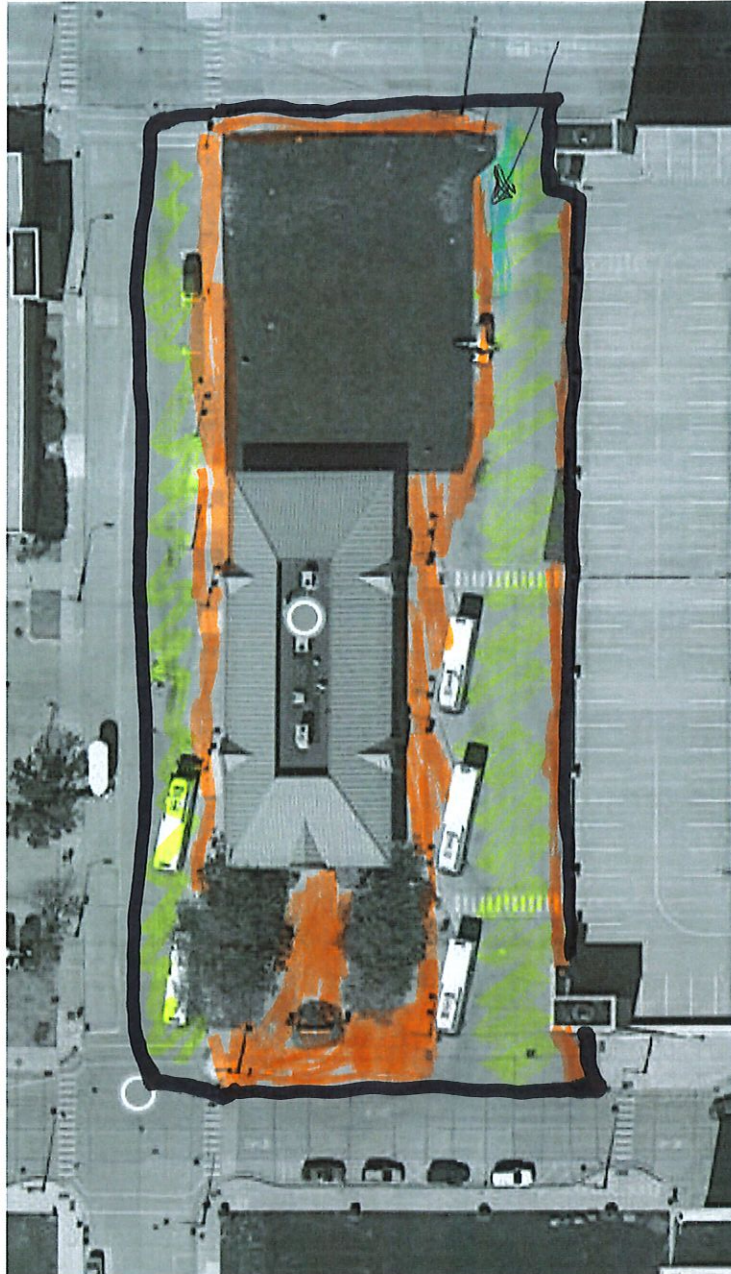
Valley Transit  
100 E Washington St  
Appleton, WI 54911



*Push snow  
here to haul away*

*Snow must be  
hailed away, but  
can be pushed aside  
for removal later in  
the day.*

*must clear sidewalks  
and cut outs for  
buses on Oneida St.*



Customer Signature \_\_\_\_\_

Please highlight the site map where you would like each service done.

Plow = Yellow  
Shovel / Snow Blow = Orange

Do not plow = Green  
Stack Snow = Blue