



STAR PROTECTION & PATROL

GUARD - DETECT - SECURE

1222 W South Park Ave
Oshkosh, WI 54902
Phone: 920-527-0510
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Agreement for Security Services

4/2/2019



Agreement for Security Services

This Agreement for Professional Security Services (the "Agreement"), effective April 2nd, 2019, is by and between STAR PROTECTION AND PATROL LLC, a domestic business corporation licensed by the Wisconsin State Department of Safety and Professional Services, Division of Licensing Services, as Private Security Agency, with its principal office at 1222 W South park Ave Oshkosh, WI 54902 (hereinafter "STAR PROTECTION AND PATROL LLC"), and **City of Appleton- Valley Transit 100 N Appleton St Appleton, WI 54911** ("hereinafter Client").

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is willing to perform Security Guard work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that STAR PROTECTION AND PATROL LLC is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1 SERVICES.

1.a Services to Client: STAR PROTECTION AND PATROL LLC shall provide the following ("Services") to Client only: The protection of property of the client within the established area(s) of **Exhibit A including Yellow Ramp, Transit Center and Exterior of Library Parking lot** not including adjacent property, sidewalks, streets, wooded areas, residences, establishments, or businesses, or other areas not specifically indicated in this agreement. The designated areas shall be listed in an attached "Exhibit A". The terms "protection of property", shall in no way be construed to suggest that STAR PROTECTION AND PATROL LLC is responsible for incidents that occur, which upon acting in good faith, the STAR PROTECTION AND PATROL LLC security guard performs his or her duties as outlined in this contract and according to STAR PROTECTION AND PATROL LLC General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this agreement, that STAR PROTECTION AND PATROL LLC is responsible for the protection of his or her life or property or any other duties contained in this agreement to the client. STAR PROTECTION AND PATROL LLC employees will not perform any duties not contracted for. Further that this agreement is solely for the mutual benefit of the parties who enter into it.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

1.b The terms "protection of property" shall include the listed property in "Exhibit A". The duties of the STAR PROTECTION AND PATROL LLC security guard regarding the protection of property include and are limited to:

- 1- Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited to the property of the client or other properties as properly notified by client,
- 2- Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that STAR PROTECTION AND PATROL LLC, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

STAR PROTECTION AND PATROL LLC will provide security guards with the qualifications described in section 4 of this agreement.

2 PAYMENT AND INVOICING TERMS.

2.1 Payment for Services: STAR PROTECTION AND PATROL LLC will be paid as follows:

The client shall, upon receiving an invoice from STAR PROTECTION AND PATROL LLC, pursuant to section 2.3, make payments in the agreed manner by ach, company check or credit card (Visa, MasterCard, American Express or Discover) payable to STAR PROTECTION AND PATROL LLC.

2.2 STAR PROTECTION AND PATROL LLC will bill the client at a rate of \$19.00 /per hour/per officer for on-site security officers as agreed by the client and STAR PROTECTION AND PATROL LLC.

2.3 INVOICING & LATE PAYMENT POLICY:

(a) Invoices will be submitted weekly by STAR PROTECTION AND PATROL LLC for payment by Client. Payment is due net thirty (30) days from the date of invoice. The client shall be liable for late payments charges for payments received more than 5 days from due date. Said charge is \$35. If your account has any unpaid invoices overdue by more than 10 days you will be notified and STAR PROTECTION AND PATROL LLC may opt to discontinue service. Failure to pay any invoice within 30 days of the due date will result in account termination without further notice. Non-payment of any invoice does not release the client from any amount due at the time of termination. All amounts due plus late charges, if any, will be referred to an outside collection agency and law firm for collection.

3 CHANGES.

Client may, with the approval of STAR PROTECTION AND PATROL LLC, issue written directions within the general scope of Security Services to be ordered. Such changes (the "Change Order") may be for additional work or STAR PROTECTION AND PATROL LLC may be directed to change the direction of the work covered by the Task Order, consistent with all applicable laws, but no change will be allowed unless agreed to by STAR PROTECTION AND PATROL LLC in writing.

4 STANDARD OF CARE.

STAR PROTECTION AND PATROL LLC warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the Department of State, have prior to appointment for employment at STAR PROTECTION AND PATROL LLC, been subject to a comprehensive character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and pre-employment drug screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY STAR PROTECTION AND PATROL LLC CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5 LIMITATION OF LIABILITY FOR LOSS.

5.1 The parties acknowledge that STAR PROTECTION AND PATROL LLC has been retained to provide services to Client as a deterrent against loss and/or damage from criminal and/or other prohibited acts on or about the Protected Premises, and not as an insurer against all or any such loss or damage.

5.2 It is further acknowledged by the parties that the amounts payable to STAR PROTECTION AND PATROL LLC under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personal, or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that STAR PROTECTION AND PATROL LLC is making no guarantee or warranty – either express or implied – that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.

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

6 **MISCELLANEOUS.**

6.1 **Insolvency and Adequate Assurances:** If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, STAR PROTECTION AND PATROL LLC may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to STAR PROTECTION AND PATROL LLC, in addition to any other rights and remedies available, STAR PROTECTION AND PATROL LLC may partially or totally suspend its performance while awaiting assurances, without any liability.

6.2 **Severability:** Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 **Modification and Waiver:** Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 **Independent Contractor:** STAR PROTECTION AND PATROL LLC is an independent contractor of Client.

6.5 **Notices:** Client shall give STAR PROTECTION AND PATROL LLC written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against STAR PROTECTION AND PATROL LLC, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by STAR PROTECTION AND PATROL LLC with respect hereto. If Client fails to give such notice to STAR PROTECTION AND PATROL LLC with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to STAR PROTECTION AND PATROL LLC:

1222 W South Park Ave Oshkosh, WI 54902

If to Client:

City of Appleton Valley Transit 100 N. Appleton St Appleton, WI 54911

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 **Assignment:** The Agreement is not assignable or transferable by Client,

except as agreed by both parties in writing. This Agreement is not assignable or transferable by STAR PROTECTION AND PATROL LLC without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

6.7 Disputes: STAR PROTECTION AND PATROL LLC and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

Failing resolution of conflicts at the organizational level, STAR PROTECTION AND PATROL LLC and Client agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to non-binding mediation unless STAR PROTECTION AND PATROL LLC and Client mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.9 Representations; Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or tele-copied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Non-solicitation of Employees: During and for one (1) year after the term of this Agreement, Client will not solicit the employment of, or employ STAR PROTECTION AND PATROL LLC's personnel, without the STAR PROTECTION AND PATROL LLC's prior written consent.

6.11 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.12 Entire Agreement; Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and STAR PROTECTION AND PATROL LLC respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of the client and agreement by STAR PROTECTION AND PATROL LLC. Such service or services shall be deemed to be consistent with the warranties established herein.

6.13 Force Majeure: STAR PROTECTION AND PATROL LLC shall not be

responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.14 Term & Termination: This agreement shall remain in full force and effect until 30 day written notice is given by either party

6.15 Confidentiality: Each party shall retain as confidential all information and data delivered to it by the other party, which are designated in writing as confidential at the time of delivery (collectively the "Confidential Information"). Confidential Information shall not be disclosed to any third party, unless required by law or regulation. Both parties shall immediately notify the other party prior to the disclosure of Confidential Information by law or regulation, and each party retains the right to object to and deny any disclosure. In addition, nothing herein is meant to preclude either party from disclosing and/or otherwise using Confidential Information (i) when the Confidential Information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when Confidential Information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the Confidential Information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) where a written release is obtained by the receiving party from the transmitting party.

6.16 Insurance: 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 (as listed in **Exhibit B**) shall be in full force prior to commencing work (with the exception of the umbrella liability insurance coverage which Star Protection and Patrol LLC will purchase effective June 14, 2019), remain in force during the entire length of this contract and the length of time that is specified, if any, in the contract or listed the City's insurance requirements whichever is longer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of seven pages and exhibit A & B and having initialed at the bottom of each page, as of the day and year first above written.

Date: _____

Date: 4-12-19 _____

[CLIENT]

[STAR PROTECTION AND PATROL LLC]

Name: _____

Name: Zachary Partridge _____

Signature: _____

Signature:  _____

Title: _____

Title: President _____

EXHIBIT A

Security Perimeter



Exhibit B

CITY OF APPLETON INSURANCE REQUIREMENTS

IV. PROFESSIONAL SERVICES LIABILITY INSURANCE REQUIREMENTS

The provider(s) of professional services shall not commence work 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. PROFESSIONAL LIABILITY

A. Limits

- (1) \$1,000,000 each claim
- (2) \$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final acceptance of service/job/work

2. COMMERCIAL GENERAL LIABILITY COVERAGE

A. 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:

1.	Each Occurrence limit	\$1,000,000
2.	Personal and Advertising Injury limit	\$1,000,000
3.	General aggregate limit (other than Products-Completed Operations) per project	\$2,000,000
4.	Products-Completed Operations aggregate	\$2,000,000
5.	Fire Damage limit — any one fire	\$50,000
6.	Medical Expense limit — any one person	\$5,000

3. AUTOMOBILE LIABILITY COVERAGE

A. 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.

4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY – "If" required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease – Each Employee

B. Employer's Liability limits must be sufficient to meet umbrella liability insurance Requirements

5. **UMBRELLA LIABILITY** – provide coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The Umbrella liability must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **INSURANCE REQUIREMENTS FOR ALL SUB-PROFESSIONALS** – All sub-professionals shall be required to obtain Professional Liability, Commercial General Liability, Automobile Liability, Workers' Compensation and Employers Liability, Umbrella Liability, (if applicable Aircraft liability or unmanned Aircraft liability) insurance. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Professional Services provider requirements.
8. **ADDITIONAL PROVISIONS**
 - A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
 - B. 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 VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
 - C. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability policies 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. This does not apply to Workers Compensation Policies or Professional Liability policy.**
 - D. Evidences of Insurance - Prior to execution of the agreement, the Professional Services Provider shall file with the City of Appleton a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure must also be provided or its equivalent on the Commercial General Liability coverage.

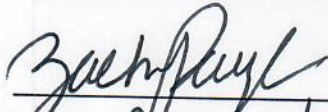
Debarment and Suspension Certification

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 the contract, the Contractor 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 Contractor 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 Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Contractor's Authorized Official

Zachary Partridge / President

Name and Title of Contractor's Authorized Official


4-12-19

Date

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/ValleyTransit 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
Zachary Partridge / President Name and Title of Contractor's Authorized Official
4/12/19 Date

APPENDIX 1 – 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.

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) 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.

(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.

(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): (713) 521-9251 E-MAIL ADDRESS: certificates@eldoradoinsurance.com		FAX (A/C, No): (713) 521-0125
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Star Protection and Patrol, LLC 1222 W. South Park Ave. Oshkosh WI 54902	INSURER A: Crum & Forster Specialty Insurance Co.		44520
	INSURER B: Artisan and Truckers Casualty Co.		
	INSURER C: Middlesex Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: BLANKET AI (04/19)

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO-551030	06/14/2018	06/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			07501077-1	04/10/2019	04/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A0121216001	12/28/2018	12/28/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' compensation coverage provided by Middlesex Insurance Company applies to Wisconsin operations and employees only.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

City Of Appleton
 Valley Transit
 100 N Appleton St
 Appleton, WI 54911

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LY07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.