

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
THE BAY-LAKE REGIONAL PLANNING COMMISSION
AND
THE CITY OF MANITOWOC, MARITIME METRO
(Transit Development Plan Update for Maritime Metro)**

THIS AGREEMENT (the "contract") is entered into as of the 20th day of Feb, 2025 (the "Effective Date"), by and between the Maritime Metro and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WHEREAS, City of Manitowoc is a member of the Bay-Lake Regional Planning Commission; and

WHEREAS, Maritime Metro has requested the Commission to provide services for the Maritime Metro Transit Development Plan Update; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. Maritime Metro hereby agrees to engage the Commission, and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission. The Commission will provide a variety of planning and grant-related services, as needed and verbally requested by Maritime Metro. The Commission will provide the services that are outlined in the Scope of Work (Attachment A).
- III. Assistance from Maritime Metro.
 - A. Maritime Metro will be responsible for complying with all terms and conditions and other requirements as outlined in agreement(s) between the Wisconsin Department of Transportation, Federal Transit Administration, and Maritime Metro;
 - B. Host periodic meetings of the Transit Committee to review the progress of the project and provide feedback on the materials provided by the Commission.
 - C. Conduct boarding and alighting survey and provide the results to the Commission.
 - D. Provide any information related to the Scope of Work as requested by the Commission.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of Maritime Metro nor shall they have any contractual relationships with Maritime Metro.
 - B. All of the services will be performed by the Commission or under the supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of Maritime Metro.
- V. Time of Performance. This contract will be in effect beginning February 1, 2025, through May 31, 2026, and may be extended upon the mutual agreement of the Commission and Maritime Metro.
- VI. Fee for Services. Services will be performed on a time and expense basis with an upset limit of \$48,397. Once the upset limit has been reached, an extension to this contract can be executed by either party based on a mutually agreed upon revised fee, scope of services, and time of performance.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, Maritime Metro will reimburse the Commission bi-monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of Maritime Metro. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, Maritime Metro has the right to terminate this contract giving 30-day written notice to the Commission.

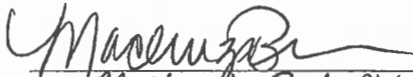
If the agreement is terminated by Maritime Metro as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of Maritime Metro, be made available to it.

- IX. Changes. Maritime Metro or the Commission may, from time to time, request changes to this agreement. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between Maritime Metro and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with Section 16.765 of the Wisconsin Statutes, the Commission agrees to the following provisions:
- In performing work under this Contract, the Commission shall not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin.
- This commitment applies, but is not limited, to the following areas: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Commission also agrees to take affirmative action to ensure equal employment opportunities. Furthermore, the Commission shall post, in conspicuous locations accessible to employees and job applicants, notices provided by the Commission outlining the provisions of the nondiscrimination clause.
- The Commission shall provide a copy of its Affirmative Action Plan to Maritime Metro, if requested.
- B. Section 109 of the Housing and Community Development Act of 1974, Title I, as amended. prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within Community Development Block Grant (CDBG) programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability. It provides that no otherwise qualified individual with a disability shall, solely by reason of their disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance, including employment.
- D. Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age. It provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- E. Title VI of the Civil Rights Act of 1964, as amended. prohibits discrimination on the grounds of race, color, or national origin. It states that no person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- XI. Interest of Local Officials and Others. No officer, member or employee of Maritime Metro or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of Maritime Metro or other public official of the governmental unit within Maritime Metro have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Maritime Metro thereto; provided, however, that claims for money due to the Commission from Maritime Metro under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Maritime Metro.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

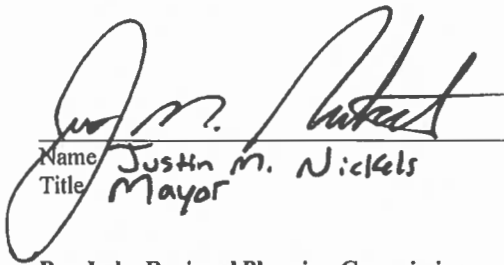
IN WITNESS WHEREOF, Maritime Metro and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Maritime Metro

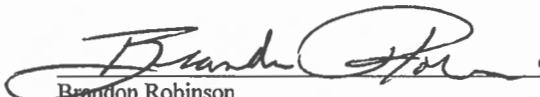

Name Mackenzie Reed, City Clerk
Maritime Metro

2/19/25
Date

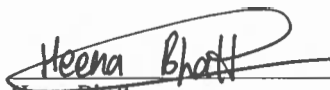

Name Justin M. Nickels
Title Mayor

2/19/25
Date

Bay-Lake Regional Planning Commission


Name Brandon Robinson
Executive Director

2/20/25
Date


Name Heena Bhatt
Principal Transportation Planner

2/20/2025
Date