

AGREEMENT

FOR

COUNTYWIDE SHUTTLE SERVICE

BETWEEN

MILWAUKEE COUNTY

AND

AIRPORT CONNECTION OF WISCONSIN, INC.,  
D/B/A GO AIRPORT CONNECTION

MILWAUKEE COUNTY  
DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS  
AIRPORT DIVISION

*General Mitchell International Airport  
Milwaukee, Wisconsin*

INDEX

1. DESCRIPTION OF SERVICES ..... 1

2. TERM OF AGREEMENT ..... 1

3. RIGHT OF INGRESS AND EGRESS ..... 1

4. USES, PRIVILEGES, RESTRICTIONS ..... 2

5. RIGHTS AND PRIVILEGES RESERVED BY COUNTY ..... 5

6. OBLIGATIONS OF OPERATOR ..... 5

    Personnel ..... 5

    Operational Requirements ..... 6

    Taxes, Permits, Licenses, Fees and Charges ..... 11

    Compliance with Laws, Regulations, Ordinances,  
    and Rules ..... 12

    Airport Security ..... 13

    Conduct of Business ..... 13

    Competitive Relationships ..... 14

7. NONDISCRIMINATION ..... 14

8. AFFIRMATIVE ACTION ..... 15

9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM ..... 15

10. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS  
    REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY ..... 17

    Section 56.17(1a) ..... 17

    Section 56.17(1d) ..... 18

11. DELINQUENT CHARGES OR FEES ..... 18

    Interest ..... 18

    Penalty ..... 18

12. STATEMENTS, BOOKS, AND RECORDS ..... 19

13. AUDIT ..... 20

14. ADDITIONAL FEES AND CHARGES ..... 20

15. INDEMNITY ..... 21

16. INSURANCE ..... 21

17. LIQUIDATED DAMAGES FOR SPECIFIED BREACHES ..... 22

18. PERFORMANCE SECURITY ..... 23

19. EMINENT DOMAIN ..... 23

20. ASSIGNMENT ..... 24

21. TERMINATION BY THE COUNTY ..... 24

22. TERMINATION BY OPERATOR ..... 26

23. WAIVERS ..... 27

24. INTERPRETATION OF AGREEMENT ..... 27  
25. INVALID PROVISIONS ..... 28  
26. NOTICES ..... 28  
27. PARAGRAPH HEADINGS ..... 29  
28. FAMILIARITY AND COMPLIANCE WITH TERMS ..... 29  
29. SUCCESSORS AND ASSIGNS ..... 29  
30. MISCELLANEOUS ..... 29  
31. COUNTY'S RIGHT TO PERFORM OPERATOR'S COVENANTS ..... 29

**Attachment**

Attachment A    Commitment to Subcontract with DBE Firms

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of August, 2009, by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin (hereinafter called the "County"), and AIRPORT CONNECTION OF WISCONSIN, INC., DBA GO AIRPORT CONNECTION, a Wisconsin corporation, with its principal place of business located at 5140 South 3<sup>rd</sup> Street, Milwaukee, Wisconsin 53207 (hereinafter called "Operator").

W I T N E S S E T H:

THAT, for and in consideration of the fees and charges to be paid by Operator to the County as hereinafter provided and the respective covenants of the parties hereto, it is agreed and understood by and between the County and Operator as follows:

1. DESCRIPTION OF SERVICES

Operator shall provide Countywide shuttle service to and from General Mitchell International Airport (the "Airport") to and from locations within Milwaukee County as fully detailed in operator's proposal made in response to the County's Request For Proposals for Countywide Shuttle Service No. 5417 dated February 23, 2009, and incorporated herein by reference.

2. TERM OF AGREEMENT

Subject to earlier termination as provided hereinafter, this Agreement shall be for a term of three (3) years, commencing November 1, 2009, and ending October 31, 2012, with four (4) additional one (1) year terms, to be exercised at the sole discretion of the County.

3. RIGHT OF INGRESS AND EGRESS

Subject to all applicable present and future County ordinances and all rules, regulations, and directives covering the proper use and safe operation of and at the Airport, Operator shall at all times have the right of ingress to and egress from the

Airport over County-provided access roads. Said roadways shall be used jointly with other tenants on the Airport, and Operator shall not obstruct such roads or in any other manner interfere with the rights and privileges of other persons or firms entitled to the use of said facilities by any direct or implied authority of County.

4. USES, PRIVILEGES, RESTRICTIONS

Subject to the terms and conditions contained in this Agreement, the County grants to Operator the following rights and privileges:

- A. The exclusive right to operate a countywide shuttle service to and from the Airport, pursuant to a plan of operation approved by the Airport Director, it being expressly understood and agreed that Operator shall be limited to the operation of said countywide shuttle service. The exclusive right does not include providing shuttle services to or for airlines serving the Airport.
- B. The right to install, operate, and maintain signs on the assigned premises for the purpose of identifying Operator. The number, size, location, general type, and design of said signs and the method of installation shall be subject to the written approval of the Airport Director prior to the installation thereof.
- C. Operator agrees that it will not engage in any other business or activity within Operator's assigned area or within the confines of the Airport other than those activities permitted under this Agreement. This provision shall, however, not prevent Operator and the County from entering into agreements as to other areas within the confines of the Airport.
- D. It is specifically stipulated and agreed by and between the County and Operator, with reference to the services performed by Operator to the public using the facilities of the Airport, that Operator will at all times maintain that

level of quality and performance as it relates to the services offered that are comparable to like services offered at and in airports of comparable size and standards throughout the United States. The Airport Director shall have the right at all times to raise objections to Operator's performance of the requirements of this Agreement, including, but not limited to, the condition of Operator's vehicles, level and quality of service offered, prices charged, conduct and appearance of Operator's drivers and compliance with operational requirements, and to require that all objectionable practices either be remedied or discontinued. Remedial action shall be set forth in writing by the Airport Director or his/her designee and shall indicate when said remedial action(s) are to be accomplished. Failure to comply with the Airport Director's written directions or that of his/her designee shall be considered a material breach of this Agreement or be subject to imposition of "liquidated damages" as further described hereafter in Paragraph 17.

E. Ticket Booth

Operator, at its sole cost and expense, shall have the privilege of leasing a ticket booth space. Operator shall submit drawings of a proposed booth to the Airport Director or his/her designated representative for approval prior to installation. Any booth proposed by Operator must conform to ADA requirements. The location and nature of such booth space will be solely at the discretion of the Airport Director. With the exception of personnel in training, only two (2) service representatives of Operator may work from the ticket booth at any one time. Permission for additional personnel to work at the booth for special events must be requested from the Airport Director or his/her designated representative. There will be no eating, sleeping or personnel lounging or reclining with feet on chairs within public view. The attire of booth personnel at a minimum, will be business casual. The function of the service

representative shall be strictly limited to the sale of tickets and the provision and dissemination of service information. Such representatives shall not be permitted to engage in the solicitation of services offered by Operator, nor shall they operate on airport premises from any location other than the assigned ticket booth without written permission from the Airport Director. Ticket representatives and drivers alike shall not quote prices for other ground transportation services and shall refer all such requests for information about other services to Ground Transportation Coordinators. The display of greeting or welcome signs or advertisements unrelated to Operator's service (e.g., brochures) is prohibited.

In the event Operator leases space for a ticket booth, Operator shall pay to the County for the initial three (3) year term the sum of Thirty-five and no/100 Dollars (\$35.00) per square foot per annum (psfpa) or any part thereof that the booth remains in service. Such payment shall be made on or before the twentieth (20) day of the month at the Ground Transportation Office without the requirements of notice or demand, both of which are expressly waived. The ticket booth must be maintained in a clean, first-class condition and trash must be removed nightly from Airport premises and properly disposed of by Operator. The County shall provide the booth with electrical service and maintain the heating/ventilation/air conditioning (HVAC) equipment while Operator shall perform all other maintenance and repairs.

The parties hereto specifically agree that the privilege of leasing the aforesaid space for the ticket booth on Airport premises may be changed or withdrawn by the Airport Director at any time during the term of this Agreement or any extension(s) thereof and that such withdrawal, if any, shall be at the sole discretion of the Airport Director. Operator

specifically waives any and all remedies or claims to damages, either at law or in equity, in connection with such withdrawal of Operator's ticket booth space. Further, Operator agrees to vacate the ticket booth no later than five (5) calendar days following receipt by Operator of a written request for such vacating from the Airport Director or his/her designated representative.

5. RIGHTS AND PRIVILEGES RESERVED BY THE COUNTY

It is understood and agreed by the parties hereto that the County, in addition to any other rights herein retained by it, reserves the right to further develop the Airport or any portion thereof as the County sees fit, regardless of the desires or views of Operator and without interference or hindrance by Operator. If feasible, such development shall be accomplished in a manner so as to cause Operator as little inconvenience as possible.

6. OBLIGATIONS OF OPERATOR

A. Personnel

- (1) Operator's employee(s) shall be clean, courteous, efficient, and neat in appearance at all times and shall refrain from using inappropriate language or act in a loud, boisterous, or otherwise improper manner. Upon written notification from the Airport Director to Operator of a breach of this section, Operator shall, within twenty-four (24) hours of the receipt of such notice by the Airport Director or his/her designated representative remedy the matter in such a way that the incident will not be repeated.
- (2) Operator shall at all times be responsible for the conduct and all actions and activities of its employees, agents, drivers and other representatives in any capacity while on Airport premises. Any action by any employee, agent, driver or other representative of Operator that is a violation of this Agreement shall be



deemed a default by Operator in the performance of the covenants contained in this Agreement.

B. Operational Requirements

- (1) It is mutually understood by parties hereto that the in-County shuttle service provided for herein is to serve the general public, including but not limited to all passengers of all regularly scheduled commercial flights arriving at the Airport. At all times during the term of this Agreement, Operator shall maintain the highest degree of customer service and shall adequately meet the needs of the public. Without limitation of the foregoing, Operator hereby agrees to strictly comply with the following operational conditions and requirements throughout the term of this Agreement:
  - (a) The Airport's "normal operating hours" shall be defined as 7:00 a.m. to the later of 11:30 p.m. or one-half hour after the last arriving passenger flight at the main terminal.
  - (b) During the Airport's normal operating hours, Operator shall provide quality shuttle service as needed so as to minimize the customer's waiting time, which shall in no event exceed fifteen (15) minutes.
  - (c) All shuttle drivers shall comply with Airport rules and regulations regarding shuttle maintenance and operation and shall also meet the following standards:
    - i Courteously greet and interact with passengers at all times.
    - ii Ask and then provide passengers with assistance with luggage at curbside.
    - iii Be proficient in their knowledgeable of the Milwaukee metropolitan area.
    - iv Speak and understand the English language fluently.

- v Comply with Operator's dress code (collared shirt with company logo or name) and, in general, be neat and clean, be neatly shaven, and free from offending odor.
  - vi Shall Display a photo I.D. card that identifies the driver by name and photo, and identifies the Operator. Such I.D. shall be worn at all times while the driver is on duty at the Airport (I.D. to be positioned at or near breast pocket area of outer garment).
  - vii Shall check in with the Ground Transportation Coordinator and provide the name(s), flight number(s), and arrival time(s) of the reserved passenger(s) or reservation business.
  - viii Upon request of the passenger, give his/her name, and Airport driver's permit number, or a receipt for fare to the passenger.
  - ix When providing service to people with disabilities, be knowledgeable of disability-related service practices.
- (d) Shuttle drivers shall not do any of the following upon the premises of the Airport:
- i Interfere or attempt to interfere, in any manner whatsoever, with a passenger's selection of ground transportation.
  - ii Solicit or attempt to solicit any passenger, by word, by repeated and persistent canvassing or loitering upon the approaches or exits to the Airport terminal building, or by other acts which are calculated to induce persons to engage in the shuttle service.
  - iii Move or attempt to move, baggage, parcels or other personal property of another at a shuttle loading or unloading zone, except to move such baggage, parcels or other personal property to or from the

interior of such shuttle at such zone curb area for the assistance of any passenger who has engaged such shuttle service.

- iv Fail to diligently remove or cause to be removed, his/her shuttle vehicle(s) from Airport premises in the event such vehicle becomes inoperative.
- v Perform or attempt to perform, or cause to be attempted or performed, mechanical or maintenance activity, including, but not limited to car washing, oil changing, or mechanical repair on any shuttle vehicle(s), except such activity minimally necessary for removal of an inoperative vehicle from Airport premises.
- vi Engage in the use of profanity or obscenity directed at or within hearing of any member of the public, display any rudeness or discourtesy to any member of the public or, while in a shuttle vehicle loading or unloading zone, sleep or recline in or on any motor vehicle, or sit on the exterior thereof.
- vii Operate any shuttle vehicle(s) upon which there is not displayed, in the manner required, the Airport permit issued for such vehicle.
- viii Refuse to provide any authorized service to any passenger who requests such service, solely on the basis of the passenger's age, disability, sex, race, or national origin, or any combination of any of the foregoing.
- ix Fail to render service to any passenger, when driver is able and requested to do so, provided that the provisions of this section shall not apply, when to render such service would violate any law or ordinance, or it is physically impossible to do so because of an act of god or when the prospective passenger fails to render and

- pay the fare in advance when specifically requested to do so by the driver.
- x Load or unload, or attempt to load or unload, any passenger at any location other than a designated zone.
  - xi Fail or refuse to remain within the shuttle boarding area while his/her vehicle is parked at a loading zone, and within ten (10) feet of the vehicle when his/her vehicle is parked in the unloading zone, except as may otherwise be required by reason of personal necessity, or as authorized by rules or regulations issued by the Airport Director.
  - xii Improperly dispose of garbage, papers, refuse or other material on Airport property, or leave comfort station other than in a clean and sanitary manner.
  - xiii Drink intoxicating beverages, be intoxicated or in a drugged condition, or commit any disorderly, obscene or indecent act, or commit any act of nuisance, nor conduct or engage in any form of gambling or violate any federal, state or local laws on the Airport property.
  - xiv Allow any other person, except individuals employing the shuttle service, to occupy or ride in the shuttle vehicle, with the exception of a driver trainee who is in possession of the necessary permits required under this Agreement. The trainee shall be required to obtain a nonrenewable temporary training permit from the Airport Ground Transportation Office, which will be valid for not more than two (2) consecutive days, issued at no cost to Operator.
  - xv Allow any pets or animals, other than service animals serving people with disabilities or pets

- or animals of individuals employing the shuttle service, to occupy or ride in the shuttle vehicle.
- xvi Perform any service normally or traditionally performed by "skycaps" when a "skycap" is on duty.
- xvii Fail or refuse to comply with, or otherwise violate any administrative regulation promulgated by the Airport Director or his/her designee or the County Sheriff.

(e) Shuttle Vehicles Shall meet the standards set forth below. The determination of whether vehicles meet these standards shall be at the discretion of the Airport Director or his designee. All vehicles and drivers may be inspected, at any time, for compliance with these standards.

- i Be equipped with two-way communication ability on exclusive frequency. Citizen band radios are prohibited.
- ii Meet all safety standards required by law and be kept in good operating condition and appearance.
- iii Not have a windshield or any window which is broken or cracked.
- Iv Have interior and exterior free of dirt, mud, oil, rips, tears, exposed springs, foodstuff, trash, waste material, or any other substance or object capable of harm, damage or injury to, or interference with the person, clothing, personal property, comfort or convenience of any passenger, whether upon ingress or egress of such vehicle or while riding therein.
- v Have an exterior, which is free of any misshapen or deformed condition arising from collision, crash or other impact, excepting minor dents. Shuttle vehicle(s) shall be free of holes in floorboards, and trunk shall be empty except for emergency equipment. Shuttle vehicle(s) shall be

free of exterior rust and exterior(s) must be painted in a uniform color so as not to have patches of mismatched paint on the vehicles.

- vi Be identified with Operator name painted on both exterior sides of each vehicle.
- vii Vehicles serving people with disabilities shall have appropriate equipment, maintained in working order, to serve the requirements of passengers with disabilities.

C. Taxes, Permits, Licenses, Fees and Charges

- (1) Operator shall bear, at its expense, all costs of operating the Countywide shuttle service, to and from the Airport, including any and all taxes assessed against its equipment, and shall obtain any pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at said Airport.
- (2) Pursuant to state law, each shuttle organization must obtain from the state department of transportation, and keep in full force and effect, a certificate of common carrier.
- (3) Operator shall pay to the County certain required fees and charges as follows:
  - (a) An annual Airport permit fee for each shuttle vehicle of One Hundred Twenty-five Dollars (\$125.00). Application and payment of the fee shall be made to the Milwaukee County Department of Transportation and Public Works Airport Division, which will then issue a decal for each vehicle. Decal shall be mounted on the inside lower left-hand corner of the windshield, the left-hand corner being on the driver's left when seated behind the wheel. This permit shall be issued for each vehicle and is not transferable to any other vehicle. If a vehicle is replaced,

which has previously been permitted, the permit shall be cancelled and application shall be made to the Airport Director for a replacement permit at an additional fee of Ten Dollars (\$10.00).

(b) A Trip Fee of Two Dollars (\$2.00) for each shuttle trip departure from the Airport. The remittance, accompanied by a monthly report containing passenger and trip count by day, shall be submitted to the Airport Director or his designated representative on or before the twentieth (20) day of the month next succeeding the month of account.

(c) All remittances for fees and charges to be made by Operator under this Agreement shall be made payable to the: Milwaukee County Department of Transportation & Public Works, Airport Division, and mailed to the office of the Airport Director, Attn: Parking and Ground Transportation Manager, General Mitchell International Airport, 5300 S. Howell Ave., Milwaukee, WI 53207-6156. All payments herein are to be in lawful money of the United States of America.

(4) The Airport Director may approve or deny a vehicle permit for good cause.

(5) A temporary shuttle vehicle permit, for a period not exceeding ten (10) days, may be issued by the Airport Director. The temporary Airport permit fee shall be Ten Dollars (\$10.00). Said temporary permit cannot be renewed. All rights and privileges granted herein for the annual permit being replaced by said temporary permit shall be suspended for the duration of the temporary permit.

D. Compliance With Laws, Regulations, Ordinances, and Rules  
Operator shall at all times comply with applicable federal, state, and local laws and regulations, all applicable health

rules and regulations, all applicable ordinances of the City of Milwaukee and the County of Milwaukee, and the rules and regulations governing the operation, use, and control of the Airport as an Airport, including, but not limited to, Chapter 4 of the General Ordinances of Milwaukee County. Noncompliance with federal, state, and local laws and regulations and with the terms of this Agreement shall be cause for termination of this Agreement.

E. Airport Security

Contractor covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the U.S. Department of Justice. Contractor, its employees, agents or subcontractors are expressly required at all times to comply, at Contractor's or its employees' own expense, with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by a federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon County by any state, local or federal agency, or officer, including the Transportation Security Administration.

F. Conduct of Business

Operator shall conduct its business at the Airport on a fair, reasonable, and nondiscriminatory basis to all customers for its services and facilities. Operator shall



furnish good, prompt, courteous, and efficient service adequate to meet all the demands for its services and facilities at said Airport, pursuant to a Plan of Operation which has been submitted and approved by the Airport Director. Any increases to the customer rates, in excess of increases for the cost of living, shall be approved by the Airport Director.

G. Competitive Relationships

Operator, its employees and agents, shall conduct and carry on the shuttle services on the Airport in a cooperative and amicable manner with its competitors engaged in ground transportation on the Airport and shall not engage in open, notorious, or public disputes, disagreements, or conflicts, or take any other action tending to deteriorate the quality of the shuttle service of either Operator or its competitors.

7. NONDISCRIMINATION

Operator, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, national origin, age, sex or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or services; (2) that in the construction of any improvements in its assigned area and the furnishing of services thereon, no person on the grounds of race, color, national origin, age, sex or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the

Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate the Agreement and to re-enter and repossess the facilities thereon, and hold the same as if said Agreement had never been made or issued.

8. AFFIRMATIVE ACTION

Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, national origin, sex or disability be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered sub-organizations provide assurances to Operator that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

- A. This Agreement is subject to the requirements of the U.S. Department of Transportation's (USDOT) regulations, 49 CFR, Part 23, Subpart B. Operator agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award of performance of any concession agreement covered by 49 CFR, Part 23, Subpart B.
- B. Operator agrees to include the statements in Paragraph A in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- C. Operator shall comply with the County's approved Disadvantaged Business Enterprise (DBE) Program that has

been submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 26, Participation by Minority Business Enterprise programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In furtherance of such compliance, Operator shall comply with the DBE Utilization Plan previously submitted by Operator with its Proposal, which is attached hereto as Attachment A.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. The successful consultant/operator shall comply with CFR 49 Part 23 and 26 and Chapter 42 of the County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this County policy and USDOT requirements, Operator shall ensure that DBEs have an opportunity to participate in this project/contract. Refer to Section (8) for the specific DBE participation contract goal.
- B. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that Operator has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
  - a. Shows evidence that it has met the DBE participation by submitting a complete *Commitment to Subcontract to DBE Firms* form (DBD-014PS form); or
  - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts Certificate (DBD-001PS form) and all relevant

documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.

- C. DBE Participation Goal: Each prime Operator shall utilize DBE firms to a minimum of 17% of the total contract. DBE Participation requirement relative to contract award shall be based upon the approved Milwaukee County *Commitment to Subcontract to DBE Firms* form (DBD-014PS). Operators receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
- D. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP) prior to the proposal due date may be listed on the "Commitment to Subcontract to DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the online Certified Vendor List issued by CBDP and found at [www.milwaukeecounty.org](http://www.milwaukeecounty.org). If you need additional assistance related to certified DBE firms, contact the CBDP office at (414) 278-4747.

10. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

A. Section 56.17(1a)

In the performance of work or execution of this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or disability, which 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 apprenticeships. Operator will post in conspicuous places, available for employment notices, to be provided by the

County, setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by Operator for use in completing the Agreement.

B. Section 56.17(1)(d)

Operator agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities, people with disabilities, and other protected groups, at all levels of employment in all divisions of the Operator's work force, where these groups may have been previously under-utilized and under-represented. The Operator also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

11. DELINQUENT CHARGES OR FEES

- A. Interest. Unless waived by the County Board of Supervisors, Operator shall be responsible for payment of interest on amounts not remitted in accordance with the terms of this Agreement with the County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.
- B. Penalty. In addition to the interest described above, Operator may be responsible for payment of penalties on amounts not remitted in accordance with the terms of the Agreement with the County, as may be determined by the

administrator of this Agreement, or his designee. Said penalties shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.47(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

12. STATEMENTS, BOOKS, AND RECORDS

- A. Operator agrees to keep accurate records and books of account in a manner acceptable to the County's Director of Audits and Airport Director. Within fifteen (15) days after the close of each calendar month after the Commencement Date of this Agreement, Operator shall submit to County, in a form and with detail satisfactory to the County, a statement of its gross receipts and number of passengers picked up and delivered to and from the Airport during the preceding month from its operations at the Airport, said statement to be signed by a responsible accounting officer of Operator. The County shall have the right, through its representatives and at all reasonable times, to inspect such books and records. Operator hereby agrees that all such books and records will be made available to the County for at least a three (3) year period.
- B. Operator shall employ an independent certified public accountant who shall furnish, within sixty (60) days after the close of each year of this Agreement, or portion thereof, a written statement to the County certifying that in their opinion the gross receipts and the number of passengers picked up and delivered by Operator during the preceding year pursuant to this Agreement was made in accordance with the terms of this Agreement and are true and correct. Operator will also provide interim statistical and/or financial reports that may be requested by the Airport Director.

13. AUDIT

- A. The County reserves the right, at the County's expense, to audit Operator's books and records of receipts at any time for the purpose of verifying the gross receipts hereunder. If, as a result of such audit, it is established that Operator has understated the gross receipts, as defined herein, by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional percentage fee due shall be paid by Operator to the County within Forty-five (45) days from the date of Operator's notice of such additional fee, with interest thereon at eighteen percent (18%) per annum from the date such additional percentage fee became due.
- B. Operator shall have available, within fifteen (15) business days after written request, at its Airport office for review and/or audit by County staff or its designee, full and accurate records, accounts, books, and data with respect to business done by it hereunder which shall show all of the Gross receipts of said business in sufficient detail to readily permit verification. Should travel to Operator's out-of-state offices be required in order for the County to conduct such a review and/or audit, all reasonable cost incurred by the County including but not limited to airfare, meals, lodging and local transportation shall be paid by Operator.

14. ADDITIONAL FEES AND CHARGES

Operator shall pay additional fees and charges under the following conditions:

- A. If the County has paid any sum or sums or has incurred any obligation or expense which Operator agreed to pay or to reimburse the County; or
- B. If the County is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure,

neglect, or refusal of Operator to perform or fulfill any of the conditions of this Agreement.

15. INDEMNITY

Operator agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation laws, federal, but not limited to, state employment discrimination laws, and/or any other claim for liability for damages including suits at law or in equity, which may arise out of or which may be connected with any of the activities covered by this Agreement.

16. INSURANCE

Operator agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees' negligence. Such evidence shall include insurance coverage for worker compensation claims as required by the State of Wisconsin, including Employers' Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Workers' Compensation (WI)</u> or Proof of All States coverage Employers Liability	<u>Statutory</u> \$100,000/500,000/100,000
<u>Comprehensive General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/ Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
<u>Automobile Liability</u> All Autos and/or Non-Owned Bodily Injury & Property Damage Uninsured/Underinsured per Wisconsin Statutes	\$1,000,000 Per Accident

The County shall be named as additional Insured, As Its Interests May Appear, and be afforded a thirty (30) day written notice of



cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by the Airport Director for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the the County for approval prior to the commencement of activities under this Agreement.

17. LIQUIDATED DAMAGES FOR SPECIFIED BREACHES

To insure that the applicable performance standards are met, Operator shall be responsible to pay the County liquidated damages if said performance is not met. The determination as to whether performance has been met adequately is at the discretion of the Airport Director or his designee. The following are considered applicable performance standards violations:

- A. Passenger waiting for shuttle service more than fifteen (15) minutes during normal operating hours: Ten dollars (\$10.00) per occurrence.
- B. Number of complaints exceeds three (3) in any one (1) calendar month: One hundred dollars (\$100.00) per occurrence, twenty-five dollars (\$25.00) per complaint exceeding four (4) complaints in any one (1) calendar month.
- C. Shuttle driver not in compliance with established dress code when in service at the Airport and not meeting all of the driver standard requirements set forth herein: Twenty-five dollars (\$25.00) per occurrence after one (1) warning in any one (1) calendar month.
- D. Shuttle vehicle not authorized to serve at the Airport or does not meet vehicle requirements: Twenty-five Dollars

(\$25.00) per occurrence after one (1) warning in any one (1) calendar month.

18. PERFORMANCE SECURITY

Simultaneously upon the signing of this Agreement, Operator shall furnish to the County either a valid Performance Bond, Irrevocable Letter of Credit or Cashier's Check in the principal sum of Twenty Thousand and No/100 Dollars (\$20,000.00) issued by a surety company, bank or financial institution licensed to do such business in the State of Wisconsin and acceptable and satisfactory to the County's Corporation Counsel, which performance security shall be maintained and kept by Operator in full force and effect from the date of the signing of this Agreement to the termination date of this Agreement; which performance security shall be conditioned to insure the faithful and full performance by Operator of all the covenants, terms, and conditions of this Agreement and to stand as security for the payment by Operator of all valid claims by the County against Operator. If at any time this Agreement terminates or is terminated, there is due and owing to the County any sum payable under the terms hereof; or, if the County has any claim against Operator arising out of this Agreement, then said Twenty Thousand and No/100 Dollars (\$20,000.00) or any part thereof shall be applied in payment of the amount due or in settlement of the claim or claims of the County against Operator.

19. EMINENT DOMAIN

In the event the State of Wisconsin or the United States of America shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part to the Airport, including any portion assigned to Operator, Operator shall have no right of recovery whatsoever against the County but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.

20. ASSIGNMENT

Operator shall not assign this Agreement, either in whole or in part, prior to the effective date of a resolution fully adopted by the County's Board of Supervisors approving such assignment. No request for, or consent to, such assignment shall be considered unless Operator shall have paid all rentals, fees, and charges which have accrued in favor of the County and Operator shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified. Subcontracting of any of the services rendered to the public under this Agreement must be approved by the Airport Director in writing advance of any such subcontracting.

21. TERMINATION BY THE COUNTY

This Agreement shall be subject to termination by the County in the event of the happening of any one or more of the following contingencies:

- A. If Operator shall file a voluntary petition of bankruptcy and as otherwise allowed by law; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Operator and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Operator's assets is appointed; or if Operator shall be divested of its rights, powers, and privileges under this Agreement by other operation of law.
- B. If Operator abandons or discontinues the conduct and operation of said Countywide shuttle services at said Airport.
- C. If Operator shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement and required to be performed, kept, and observed by it, including, but not limited to, the payment of fees and other

charges in the time, manner, and amount as provided in this Agreement and compliance with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Wisconsin, County of Milwaukee, and City of Milwaukee, and the rules and regulations governing the use, operation, and control of the Airport.

- D. All rights, privileges, or interests acquired by Operator under the terms of this Agreement may, at the option of the County, following written notice of thirty (30) days, be suspended or finally terminated regardless of cause, if such suspension or termination is found by the County, acting in good faith, to be necessary to secure or maintain federal financial aid for the development and improvement of said Airport.
- E. During the time of war or national emergency, the County shall have the right to lease said Airport or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of Operator's Agreement with the County, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- F. Upon the happening of any of the contingencies recited in (B) and (C) of Paragraph 22 hereof, the County shall give written notice to Operator to correct or cure such default, failure to perform, or breach; and if, within sixty (60) days from the date of such notice, or additional time as agreed to by the County, the default, failure to perform, or breach complained of shall not have been corrected in a manner satisfactory to the Airport Director, then, in such event, the County shall have the right, at once and without further notice to Operator, effectuated by resolution adopted by its Board of Supervisors, to declare this Agreement terminated and to enter upon and take full possession of the assigned premises.

- G. In the event of repeated defaults, failure to perform, and breaches by Operator of its obligations under this Agreement to such extent that the Airport Director believes that Operator is an unsatisfactory Operator, then, upon written recommendation by said Director to the County's Board of Supervisors, the County shall have the right, upon resolution adopted by said Board, to terminate this Agreement. Upon adoption of such resolution, the County shall give written notice of such termination to said Operator and the Agreement shall terminate within ten (10) days from the date of said notice.
- H. No waiver by the County of any of the terms of this Agreement to be kept, performed, and observed by Operator shall be construed to be or act as a waiver by the County of any subsequent default on the part of Operator.

22. TERMINATION BY OPERATOR

Operator may cancel this Agreement and terminate all or any of its obligations hereunder at any time Operator is not in default in its payments to the County under the terms hereof by giving thirty (30) days' written notice upon or after the happening of any one of the following events:

- A. The permanent abandonment of the Airport as an air terminal.
- B. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the Airport or of the terminal building and the remaining in force of such injunction for at least ninety (90) days.
- C. The breach by the County of any of the terms, covenants, and conditions of this Agreement and the failure of County to act to remedy such breach for a period of sixty (60) days after the receipt of written notice from Operator of the existence of such breach.
- D. The assumption by the United States Government or the State of Wisconsin or any authorized agency of either of the operation, control, or use of the Airport and its facilities

in such a manner as to substantially restrict Operator from operating the said Countywide shuttle service, at said Airport, if such restriction be continued for a period of three (3) months or more.

- E. No waiver of default by operator of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the County shall be construed to be or act as a waiver by Operator of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by the County.

23. WAIVERS

The acceptance of charges and fees by the County for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Operator shall not be deemed a waiver of any rights on the part of the County to cancel this Agreement for failure by Operator to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed.

24. INTERPRETATION OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of copartners between the parties hereto, or as constituting Operator as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. Operator is to be and shall remain an independent contractor with respect to all services performed under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker Compensation Insurance, Unemployment Insurance, or Old Age Retirement Benefits, Pensions, or Annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid

to persons employed by Operator for work performed under the terms of this Agreement, and agrees to indemnify and save harmless the County from any such contributions or taxes or liability therefore. In interpreting the provisions of this Agreement, the laws of the State of Wisconsin and the General Ordinances of the County shall prevail.

25. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of such covenant, condition, or provision does not materially prejudice either the County or Operator in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

26. NOTICES

Notices to the County provided for in this Agreement shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Airport Director  
General Mitchell International Airport  
5300 South Howell Avenue  
Milwaukee, Wisconsin 53207;

and notices to Operator shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

or to such other respective addresses as the parties may

designate to each other in writing from time to time.

27. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

28. FAMILIARITY AND COMPLIANCE WITH TERMS

Operator represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

29. SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of the County and of Operator, but also their legal representatives, successors, and assigns.

30. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Operator acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, needs, regulations and orders.

31. COUNTY'S RIGHT TO PERFORM OPERATOR'S COVENANTS

If Operator shall default in the performance of any covenant required to be performed by it by virtue of any covenant required to be performed by it by virtue of any provision in this Agreement, the County may, but shall not be obligated to, perform the same for the account and at the expense of Operator after first having delivered to Operator at least thirty (30) days'



written notice of intention to do so or such shorter written notice as may be appropriate under emergency conditions. If the County at any time is compelled to pay any sum of money or to do any act which will require the payment of any sum of money, by reason of the failure of Operator to comply with any provision of this Agreement, or if the County elects to make any such payment or to take any such action, which payment or action is reasonably necessary for the protection of the County's interest in the Leased Premises, or if the County is compelled to incur any expense, including reasonable counsel fees, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Operator hereunder, the sum or sums so paid by the County, with interest at the rate of twelve percent (12%) per annum, penalties, costs and damages, shall be deemed to be additional rent and shall be paid by Operator to the County on the next date following the incurring of such expenses upon which a regular monthly rental payment is due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

APPROVED:

MILWAUKEE COUNTY,  
a municipal corporation

Charm Bedman  
Airport Director

By Jack H. Takerian 8/11/09  
Jack H. Takerian  
Acting Director of  
Transportation & Public Works

Robert Why 8.3.09  
Corporation Counsel

By Joseph J. Czarnecki  
Joseph J. Czarnecki  
County Clerk

Janet 8-6-09  
Risk Manager

Wanda Wahl 7/30/2009  
Community Business  
Development Partners

COUNTY

AIRPORT CONNECTION OF WISCONSIN, INC.,  
D/B/A GO AIRPORT CONNECTION, a Wisconsin  
corporation

By [Signature]  
Title President

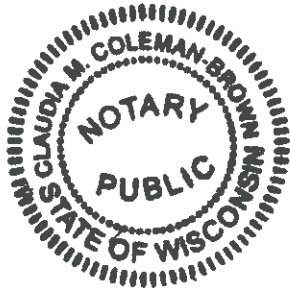
By \_\_\_\_\_

Title \_\_\_\_\_

OPERATOR

STATE OF WISCONSIN )  
 ) ss  
MILWAUKEE COUNTY )

Personally came before me this 11<sup>th</sup> day of August, 2009,  
the above-named Jack H. Takerian, Acting Director of Transportation &  
Public Works for Milwaukee County, to me known to be the person who  
executed the foregoing instrument on behalf of Milwaukee County, and  
acknowledged the same to be the free act and deed of said County, made  
by its authority.



Claudia M. Coleman-Brown  
Notary Public, Milwaukee Co., Wis.  
My commission expires 11-Mar-2012

STATE OF WISCONSIN )  
 ) ss  
MILWAUKEE COUNTY )

Personally came before me this 13<sup>th</sup> day of August, 2009,  
the above-named Joseph J. Czarnezki, County Clerk, of Milwaukee  
County, to me known to be the person who executed the foregoing  
instrument on behalf of Milwaukee County, and acknowledged the same to  
be the free act and deed of said County, made by its authority.

Judith A. Urban  
Notary Public, Milwaukee Co., Wis.  
My commission expires 12-4-2011

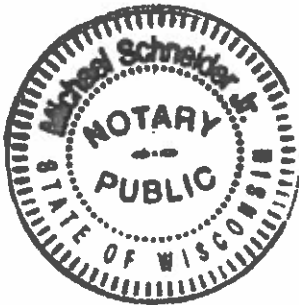
STATE OF Wisconsin )  
 ) ss  
COUNTY OF Milwaukee )

Personally came before me this 24th day of July, 2009,

Brian G. Dunn \_\_\_\_\_, President \_\_\_\_\_,  
(Name) (Title)

and \_\_\_\_\_, \_\_\_\_\_,  
(Name) (Title)

of AIRPORT CONNECTION OF WISCONSIN, INC., D/B/A GO AIRPORT CONNECTION, Operator above, to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Michael Schneider Jr. \_\_\_\_\_

Notary Public, Milwaukee, Wisconsin  
(County, State)

My commission expires: Aug. 29, 2010

## **Attachment A**

**COMMITMENT TO SUBCONTRACT WITH DBE FIRMS**

Page 1 of 2

PROJECT No.: 5417 PROJECT TITLE: Countywide Shuttle Service General Mitchell Airport

TOTAL CONTRACT AMOUNT (\*) \$ 54,988

DBE Goal: \$9348 (17%) (\*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(*) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract
OK		Pro-Tech Auto Glass	Auto glass repair and replacement	\$550.00	1.00%
OK		Cablecom, LLC	Network Cable Installation	\$500.00	0.91%
OK		Guy Brown Managment, LLC	Office supplies	\$250.00	0.45%
OK		Cartridge Savers, Inc.	Remanufactured Printer Cartridges	\$100.00	0.18%
OK		Rembert Corp.	Remanufactured Printer Cartridges	\$500.00	0.91%
OK		Cartridge Savers, Inc.	Telephone Headsets	\$550.00	1.00%
OK		Superior Support Resources	Computer Consultant / Online Backup	\$2680.00	4.87%
OK		Superior Support Resources	Computer Hardware	\$1700.00	3.09%
OK		The Widget Source	Promotional Items	\$230.00	0.42%

(If using more DBE firms, include them in separate notarized form)

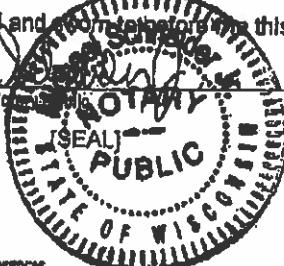
Total \$ Amount of DBE \$7060.00 Total % 12.83  
Amounts carried to page 2

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm Airport Connection Of Wisconsin, Inc (Phone No. 414-769-2444) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative Brian G. Dunn - Owner Date 4/11/09  
Print/Type Name of Authorized Representative

Subscribed and sworn to before me this 11th day of April, 2009

Signature of Notary Public Michael Schaefer State of Wisconsin My Commission expires Aug. 29, 2010



CBDP APPROVAL: [Signature] Date 6.4.09

\* Exclude all allowances  
\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ \_\_\_\_\_ Total % \_\_\_\_\_  
(V) \$ \_\_\_\_\_

\* Exclude all allowances  
\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

CBDP APPROVAL: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMITMENT TO SUBCONTRACT WITH DBE FIRMS**

Page 2 of 2

PROJECT No.: 5417 PROJECT TITLE: Countywide Shuttle Service General Mitchell Airport

TOTAL CONTRACT AMOUNT (\*) \$ 54,988

DBE Goal: \$9348 (17%) (\*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE <sup>(**)</sup> Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract
OK		Always Towing	Vehicle Towing	\$675.00	1.23%
OK		Creative Graphic Imaging	Commercial Printing Services	\$1500.00	2.73%
OK		All Pavement Marking	Striping of Parking Lot	\$195.00	0.35%
OK		JF Cook Company, Inc	Repair and maintenance of overhead door	\$258.00	0.47%
OK		The Sign Shop of West Bend	Vinyl lettering for vans	\$3000.00	5.46%
OK		Sign & Design of Milwaukee	Indoor and Outdoor Signs	\$425.00	0.77%
			From Page One	\$7060.00	12.83%

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \$13113.00 Total % 23.85%

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm Airport Connection of Wisconsin, Inc. (Phone No. 414-769-2444) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Brian G. Dunn  
Signature of Authorized Representative

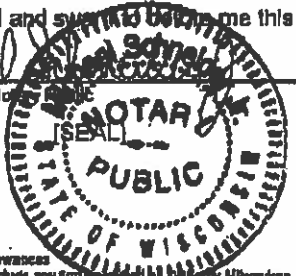
Brian G. Dunn - Owner  
Print/Type Name of Authorized Representative

4/10/09  
Date

Subscribed and sworn to before me this 11th day of April, 2009

Michael J. Schmitt  
Signature of Notary Public

State of Wisconsin, My Commission expires Aug. 29, 2010.



CBDP APPROVAL:

[Signature]  
Signature

6.4.09  
Date

\* Exclude all allowances  
\*\* These may include any firms certified or DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CDBP USE ONLY: (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_

Total % \_\_\_\_\_

CBDP APPROVAL:

\* Exclude all allowances  
\*\* These may include any firms certified or DBEs by Milwaukee County Certification Program prior to the bid due date.