

**COOPERATIVE AGREEMENT  
FOR THE NORTH-SOUTH BUS RAPID TRANSIT PROJECT  
BETWEEN  
THE CITY OF MADISON AND  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION**

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THIS AGREEMENT is made and entered into this XXXXth day of MONTH, YEAR, by and between the City of Madison (hereinafter referred to as the “City”), and the Wisconsin Department of Transportation, an agency of the State of Wisconsin (hereinafter referred to as “WisDOT”).

WITNESSETH:

**WHEREAS**, WisDOT ranks improvement of public transportation as high priority; and

**WHEREAS**, WisDOT and the City have a common interest in development of a system of Bus Rapid Transit (“BRT”) lines; and

**WHEREAS**, Metro Transit is a division of the City which directly operates public transportation in the Madison area; and

**WHEREAS**, in 2022, the City, in cooperation with WisDOT, initiated the North-South Bus Rapid Transit project, the City’s planned 13 to 17-mile rapid transit service connecting major employment, education, and recreation destinations through Madison; and

**WHEREAS**, in September of 2023, the City and WisDOT, entered into a Memorandum of Understanding to foster coordination and implementation of the North-South Bus Rapid Transit Project; and

**WHEREAS**, the North-South BRT project (hereinafter referred to as the “Project”) will provide improved transit access within an area of high ridership, numerous activity center activity centers, and increasing reinvestment in business centers and neighborhoods; and

**WHEREAS**, the Project crosses the Fish Hatchery Beltline interchange, and travels along US 151 (Park St) from Badger Road to West Washington Ave as well as STH 113 (Packers and Northport) from Commercial Ave to Knutson Dr.; and

**WHEREAS**, WisDOT and the City intend to cooperate to assure maximum effectiveness of this joint effort; and

**WHEREAS**, the City has developed a Locally Preferred Alternative Report (“LPA”), passed by the Madison Common Council on June 4, 2024 and is incorporated herein by reference; and

**WHEREAS**, an updated BRT alignment map with probable stations is attached hereto as Attachment 1 and incorporated herein by reference; and

**WHEREAS**, a set of Project Agreement Conditions for implementing BRT is attached hereto as Attachment 2 and incorporated herein by reference; and

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**WHEREAS**, a BRT Responsibility Matrix ("Matrix") is attached hereto as Attachment 3 and incorporated herein by reference; and

**WHEREAS**, the Project has been accepted into the Project Development phase of the FTA's Small Starts funding program and received a "Medium-High" rating in the President's Annual Report on Funding Recommendations for Fiscal Year 2023 Capital Investment Grants Program budget awaiting congressional appropriation; and

**WHEREAS**, funding for the Project is incorporated in the City's 2025 Capital budget; and

**NOW THEREFORE, IN CONSIDERATION** of the foregoing premises and based on the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

**1. SCOPE OF AGREEMENT.** The purpose of this Agreement is to provide a coordinated and unified approach to the design, funding, construction, implementation, operation, and maintenance of the City's Project. WisDOT supports the City's implementation of BRT by this Agreement which assigns responsibility to each of the parties for planning, constructing, operating and maintaining the East-West BRT in Madison. The parties agree that it is their intent that this Agreement will serve as a framework around which future amendments will be made to further clarify and expand their respective roles and responsibilities, including future improvements of the East-West BRT as additional funding becomes available.

**2. APPLICATION OF FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS.** This Agreement and activities pursuant to this Agreement are subject to the requirements of the FTA regulations and related agreements authorized by 49 USC 5301 et seq, or other applicable Federal legislation. This Agreement and any amendments or modifications may be subject to the review by the FTA. Contracts for all goods and services under this Agreement related to BRT implementation must meet FTA contracting requirements including any contracts expending funds proposed to match federal funds. The use of any federal funds through the WisDOT, FTA, will require compliance with the Master Agreement between the City and the FTA to the lowest applicable tier of subcontractors. The FTA Master Agreement between the City and the FTA is on file in the administrative offices of the City and is incorporated herein by reference ("FTA Master Agreement"). Future modification to the FTA Master Agreement will be appended to and replace the current FTA Master Agreement. In the event of a conflict between the FTA Master Agreement and this Agreement, the applicable term of FTA Master Agreement shall control. The current federal FTA contract provisions attached hereto as Attachment 4 ("FTA Contract Provisions") and incorporated herein by reference, shall be attached as a rider to every third party architecture engineering or construction contract entered into pursuant to this Agreement by either party that requires reimbursement from FTA funds or that will be used as local share to match FTA funds.

**3. OBLIGATIONS OF WISDOT.** WisDOT agrees to undertake the following. All obligations are those of WisDOT but certain Divisions may be identified with specificity if the principal obligation lies within that Division:

- a. Work cooperatively with the City to implement the Project;
- b. The "Useful Life and Maintenance Responsibilities" are set out in Attachment 5, attached hereto and incorporated herein by reference. WisDOT understands that these

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components carry a federal interest for their life or until the FTA approves the disposition of the assets, and repayment to the FTA may be necessary if any asset is disposed prior to the end of its Useful Life;

- c. Make infrastructure funded under this Agreement and that will be owned by WisDOT available for transit purposes for not less than the Useful Life of the improvements. See Attachment 5 "Useful Life and Maintenance Responsibilities";
- d. Cooperate with the City on the design and construction, as provided by Wis. Stats. S 86.32, for relevant North-South BRT stations and bus stops, shelters, signals, pavement and streetscape improvements and related improvements;
- e. If WisDOT performs any construction under this agreement for the Project to be reimbursed by the City or to be identified as local matching funds, WisDOT contractors shall provide required documentation, which documentation shall include, without limitation certified payment applications identifying BRT work, subcontractor utilization reports, lien waivers, payroll records and certifications;
- f. If WisDOT performs any construction under this agreement that is considered by the FTA as part of the Project, WisDOT agrees to assure that FTA procurement, project management and contract requirements are met in WisDOT contracts for the design, construction or implementation of North-South BRT related efforts where such work includes the use of FTA funds or WisDOT funds proposed to match the Federal funds. All projects shall include FTA Contract Provisions, including but not limited to Buy America, DBE Participation, and Prevailing Wage, and assure all necessary FTA required environmental analyses and clearances are completed;
- g. If WisDOT performs any construction under this agreement for the Project, WisDOT agrees to submit all BRT-related WisDOT bid documents and contracts to the City BRT Project Manager with notifications to the City's Director of Transportation and the Metro Transit General Manager prior to publication and/or execution to assure consistency with the BRT Plan and compliance with the FTA's approved requirements;
- h. If WisDOT performs any construction under this agreement that is considered by the FTA as part of the Project, WisDOT agrees to submit all invoices and other documentation (including but not limited to submittals identified in FTA Contract Provisions and Davis-Bacon oversight requirements) to the City BRT Project Manager with notifications to the City's Director of Transportation and the Metro Transit General Manager for review and approval on all WisDOT procurements and services on BRT project items for which reimbursement will be requested from the City;
- i. Cooperate with the City in the securing of all necessary resolutions, permits, authorizations, adoption of ordinances and WisDOT approvals as may be required by regulations of the State of Wisconsin and under the FHWA Stewardship and Oversight Agreement;
- j. While the City shall provide day to day inspection of North-South BRT improvements, if any improvements are owned by WisDOT, specifically certain affected traffic signals, they

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shall also be periodically inspected by WisDOT for general compliance with WisDOT approved plans, regulations and requirements. Upon request, WisDOT agrees to assist with resolving on site issues to assure general compliance with WisDOT regulations and requirements;

- k. Coordinate with the City to share publicly available data with the intent to better define transportation needs in Madison and work to continue to develop new and better-informed transportation solutions;
- l. Assist and work with the City and FTA as necessary to assure compliance with FTA project requirements including but not limited to cooperating with FTA's designated Project Management Oversight Consultant (PMOC);

**4. OBLIGATIONS OF THE CITY.** The City agrees to undertake the following obligations:

- a. Take all reasonable and appropriate measures to authorize the use of City of Madison funds to be used as required local match to FTA grant funds;
- b. As project sponsor, the City shall manage, procure, award and construct improvements in accordance with the Matrix;
- c. Construct and operate the BRT line traveling on Connecting Highways in accordance with the Project Conditions (Attachment 2)
- d. Design and construct traffic signal upgrades along the North-South BRT corridor as required in accordance with the final design. The cost of the improvements shall be limited to the amount stated in the North-South BRT Budget;
- e. The City will pay the cost of maintaining and upgrading signal equipment as part of the Project;
- f. If applicable, review WisDOT-prepared BRT project funded bid packages and professional service and construction contracts for compliance with FTA requirements and consistency with BRT plan to ensure BRT scope schedule and budget is maintained and to provide written comments in a timely fashion;
- g. If applicable, review and pay design and construction invoices within thirty (30) days after submitted by WisDOT for WisDOT provided design and construction of North-South BRT improvements included in the Matrix and within the stated North-South BRT Budget;
- h. Operate and maintain the North-South BRT vehicles, stations, bus stops, transit centers, shelters, fare vending equipment, park and rides, charging equipment, and other passenger amenities provided specifically for BRT operations, including, without limitation, snow removal;
- i. Assure that current FTA requirements are provided to WisDOT for all related expenditures to be reimbursed by FTA funding;

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- j. Provide final design and construction for all BRT stations, bus stops, transit centers, shelters, fare vending equipment, park and rides, charging equipment, and related BRT improvements on Connecting Highways as identified in the Matrix;
- k. Coordinate development of sidewalk and streetscape concepts and plans including submission of the plans of BRT segments on Connecting Highways for review and approval by WisDOT prior to installation;
- l. Construct street improvements in accordance with the final Project plans. Improvements shall include, those necessary to implement BRT and to provide a proper staging area at BRT stations. The extent of improvements shall be limited to the amount stated in the Matrix and North-South BRT Budget;
- m. The City may adjust planned BRT and public improvements for BRT as necessary to meet transit operation needs, maintain the projects within available funding, or other considerations including, without limitation, developing agreements with third parties for purposes of completing transit oriented economic development projects.
- n. Monitor the operations of transit signal priority and adjust signal timing as needed, including potentially turning off transit signal priority at individual intersections.
- o. Monitor the time-of-day parking restrictions and adjust the times as needed.

**5. BRT DEVELOPMENT PROVISIONS.** WisDOT and the City further agree to cooperate as follows:

- a. WisDOT and the City will exercise best efforts to complete the development of the BRT improvements for which each party is responsible under Sections 3, 4 and 5 of this Agreement. WisDOT and the City may, in their discretion, initiate actions to complete the improvements within the time requirements of the Schedule of BRT Development as attached hereto as Attachment 6 and incorporated herein by reference.
- b. With respect to portions of the Project that are within the jurisdiction of the City of Fitchburg, University of Wisconsin, or Dane County, the City shall submit separate intergovernmental agreements for review and approval in accordance with its standard practice and custom for final acceptance by the impacted party.

**6. FINANCING FOR BRT IMPROVEMENTS.** This Agreement is funded substantially with Federal grant funds and is subject to the Federal Transit Administration requirements. This Agreement is contingent upon the receipt of such Federal funds.

- a. At the time of execution of this Agreement the BRT Budget could approach \$200,000,000, based on estimates set forth in Attachment 7 ("North-South BRT Budget") and incorporated herein by reference. The City anticipates securing FTA Section 5309 Small Starts funding totaling \$118,100,000, with the remainder coming from other local and federal sources.
- b. As final design is completed on the various North-South BRT improvements, the East-West BRT Budget may be adjusted. The City may, at its discretion, determine scope and

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budget adjustments for East-West BRT improvements to maintain costs within available funding. The City shall provide updates to WisDOT as adjustments to the proposed BRT Budget may occur.

- c. In the event that WisDOT determines that additional non-BRT Improvements should be designed and constructed concurrent with North-South BRT, these costs will be recorded separately and be borne entirely by WisDOT with no obligation to the City or the Project.
- d. The City reserves the right to adjust implementation of any work authorized under this Agreement to match available FTA funding.

**7. PAYMENT.** Funding under this Agreement, as noted in Section 6 above, is contingent on appropriation of such federal and local funds and the availability of such funds to the City. The City shall provide WisDOT notice of federal grant approvals and of any communication from FTA or any other source which advises that such funding will not be forthcoming. The City shall reimburse WisDOT but only for those items specifically identified in the North-South BRT budget and for which WisDOT has provided documentation that FTA requirements, including bidding and contracting requirements, have been satisfied.

**8. TERM.** This Agreement shall become effective upon execution and shall remain in full force and effect until the earlier of:

- i. Termination pursuant to Section 19, Defaults and Remedies; Termination, or
- ii. Thirty (30) years from the date of execution of the agreement.

The parties shall revisit and modify the agreement as necessary every five (5) years, beginning in 2025. It is acknowledged by the parties that the terms and conditions of any FTA funding requires that any work undertaken with the use of FTA funds must be maintained in a fashion to preserve the life of the improvement.

**9. MAINTENANCE OF IMPROVEMENTS.** Any improvements funded by FTA shall be maintained and made available to transit use during the Useful Life of such improvements as set forth in Attachment 5. Changes to improvements necessary to the success of the execution of BRT operations shall not be made without appropriate communication and agreement with the City. The Useful Life defines the maintenance responsibilities of each improvement and the duration each improvement must be maintained in good, safe and useful condition. Any improvements not addressed in the Attachment 5 will be the subject of subsequent amendments to this Agreement.

**10. NO GRATUITIES AND KICKBACKS.**

- a. Gratuities. No party to this Agreement has or will offer or give any WisDOT or City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or

controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor;

- b. Kickbacks. WisDOT and the City certify that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from any third party contractor under a contract to WisDOT or the City as an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

**11. CONFLICTS OF INTEREST.** The City and WisDOT each certify that no officer or employee of the City or WisDOT has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of the City or WisDOT, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of WisDOT or the City in this Agreement.

**12. PROHIBITION AGAINST CONTINGENT FEES.** No party to this Agreement will employ or retain any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies. For breach or violation of this warranty, WisDOT and the City shall each have the right to annul this Agreement without liability or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**13. ASSIGNMENT.** Neither party to this Agreement shall assign or transfer any part or all of their respective obligations or interests without the other party's prior written approval. If any party shall assign or transfer any part of its interests or obligations under this Agreement without such prior approval, it shall constitute a material breach of this Agreement. Neither party shall be obligated to pay or be liable for payment of any monies which may be due to any subcontractor of the other party. WisDOT and the City shall include in any subcontract a requirement that the subcontractor shall comply with all requirements of this Agreement in performing the services hereunder.

**14. INDEPENDENT CONTRACTOR.** Each party of this Agreement is an independent contractor with respect to all services performed under this Agreement. Nothing contained in this Agreement nor shall any act of WisDOT or the City be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the other party. Neither party is agent of the other party and neither party has authority to take any action or execute any documents on behalf of the other party.

**15. INSURANCE.** The parties to this Agreement shall follow their own respective policies and regulations regarding insurance requirements.

**16. LIABILITY.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other



protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.

**17. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Wisconsin. The Parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within Dane County, State of Wisconsin and the Parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

**18. COMPLIANCE WITH LAWS.** WisDOT and the City and each of their Contractors shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement in addition to those laws, ordinances and regulations specifically identified in this Agreement. The City, at its own expense, shall secure all occupational and professional licenses and permits for the BRT implementation from public or private sources necessary for the fulfillment of the obligations under this Agreement

**19. DEFAULTS AND REMEDIES; TERMINATION.**

- a. A party to this Agreement shall be in default of this Agreement upon the happening of any of the following events:
  - i. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with the performance of WisDOT or the City under this Agreement, and which attachment, execution or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days after entered;
  - ii. Upon the suspension or revocation of any act, power, license, permit, or authority that has the effect of preventing and stopping the City or WisDOT from performing under this Agreement.

Upon the happening of any one or more of the events as set forth in this section or upon any other default or breach of this Agreement, written notice shall be provided to the defaulting party specifying the asserted default. Following receipt of such notification, counsel for each party, along with at least one principal officer/employee of each party having the authority to bind their respective party, shall promptly meet and confer in an effort to resolve any dispute. If despite their good faith effort to resolve the dispute, the parties fail to resolve the dispute within fifteen (15) calendar day of the original notice of asserted default, then the alleged defaulting party shall have a period of thirty (30) days to cure such default.

- b. No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to an unavoidable delay. Unavoidable delay means any circumstance beyond the reasonable control of the party which causes a delay in performance under this Agreement including, without limitation, war, strikes, lock-outs, riots, floods, earthquakes, fires, acts of terrorism, casualties, labor disputes, embargoes, tornadoes, acts of God or any other causes beyond the reasonable control of the parties.
- c. No party shall be deemed to be in default in its performance under this Agreement where nonperformance is due to delays from regular transportation management activities

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including construction, maintenance, emergency routing, changes to travel patterns or any other regularly occurring or anticipated activity.

- d. This Agreement may be terminated by either party with notice to the other party in the event that the federal funds identified herein are no longer available.

**20. WAIVER.** No consent or waiver, express or implied, by any party to this Agreement or of any breach or default by any other party in the performance by such other party of its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. Each party reserves unto itself the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of its rights and remedies under this Agreement irrespective of any waiver granted.

**21. ANTI-DISCRIMINATION.**

- a. The Parties agree to abide by their own respective non-discrimination policies and procedures during the term of this agreement. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the administration of such matters.
- b. For work described in this Agreement and funded through the FTA, a Disadvantaged Business Enterprise ("DBE") will be afforded every opportunity to participate. If certain components of the BRT project are assigned DBE goals, WisDOT and the City will make good faith efforts to utilize certified DBE firms in carrying out their respective duties and obligations under this Agreement.

**22. AUDIT.**

- a. The WisDOT Auditor, City auditors, and FTA shall have the right to audit this Agreement and all books, documents and records relating to thereto;
- b. the City and WisDOT shall maintain all books, documents and records relating to this Agreement during the term of the Agreement;
- c. The books, documents and records of the City and WisDOT, in connection with this Agreement shall be made available to the WisDOT Auditor, the City auditors, and FTA for inspection and audit within a reasonable period of time not to exceed thirty (30) days after written request shall be made to the City or WisDOT.

**23. THIRD PARTY RIGHTS.** This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

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**24. SEVERABILITY OF PROVISIONS.** Except as specifically provided herein, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**25. BINDING EFFECT.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other party.

**26. REPRESENTATIONS AND WARRANTIES.** WisDOT and the City each certify that they have the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.

**27. NOTICES.** Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered personally or deposited in the United States Mail, either certified or registered mail, postage prepaid, overnight delivery service, return receipt requested, addressed as follows:

WisDOT:  
Director of SW Region  
Wisconsin Department of Transportation  
2101 Wright Street  
Madison, WI 53704

With a copy to:  
Planning Chief  
Wisconsin Department of Transportation  
2101 Wright Street  
Madison, WI 53704

The City of Madison:  
Director of Transportation  
City of Madison  
215 Martin Luther King, Jr Blvd  
Madison, WI 53703

With a copy to:  
Transit General Manager  
Metro Transit System  
1145 E Washington Avenue  
Madison, WI 53703

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**28. AMENDMENT.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement and any such action shall be subject to the provisions related to the FTA as set forth above.

**29. MISCELLANEOUS.** Each party to this Agreement agrees to perform any further acts and deliver any additional documents which may be reasonably requested to carry out the provisions of this Agreement. The terms and conditions contained herein constitute the entire agreement of the parties and supersede all prior written and oral agreements and understandings relating to the subject matter hereof. The captions at the beginning of each Section are used for convenience only and are not be used in attempting to construe any part of this Agreement. Unless the context indicates otherwise, words importing the singular number shall include the plural and words of masculine gender shall be deemed and construed to include the feminine and neuter genders and vice versa.

**30. COUNTERPARTS; ELECTRONIC DELIVERY.** This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the Parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**FOR THE CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael R. Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-\_\_\_\_\_,  
ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 202\_\_.

**FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
xxxxx

\_\_\_\_\_  
Date

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**ATTACHMENT 1**  
BRT Alignment Map

**ATTACHMENT 2**  
Project Conditions



**ATTACHMENT 3**  
BRT Responsibility Matrix

**ATTACHMENT 4**  
FTA Contract Provisions

**ATTACHMENT 5**

Useful Life and Maintenance Responsibilities

**ATTACHMENT 6**  
Schedule of BRT Development

**ATTACHMENT 7**  
North-South BRT Budget