

CONTRACT

BETWEEN

WISCONSIN DEPARTMENT OF TRANSPORTATION

AND

MILWAUKEE COUNTY SHERIFF'S OFFICE

For

Freeway Service Team

Milwaukee County

Project ID 0072-40-40

This contract is made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Sheriff's Office (COUNTY) and provides for operating and providing equipment for a Freeway Service Team (FST) on the Milwaukee County Freeway System, described in full detail in Attachment "A", Scope of Services.

The COUNTY will charge actual costs incurred for the work performed under this contract. Total reimbursement from the DEPARTMENT will not exceed \$235,000 over the contract term.

APPROVED \_\_\_\_\_  
For the Milwaukee County Sheriff's Office Date

APPROVED \_\_\_\_\_  
For the Wisconsin Department of Transportation Date

# ATTACHMENT "A"

## SCOPE OF SERVICES

### 1.0 INTRODUCTION

The purpose of this attachment is to define and describe a Scope of Services, including roles, responsibilities, authority, and liability, in providing a Freeway Service Team (FST) on I-41, I-43, I-94, I-894, I-794 and WIS 175 in Milwaukee County, Wisconsin. The FST shall be operated by the Milwaukee County Sheriff's Office (COUNTY) under contract to the Wisconsin Department of Transportation (DEPARTMENT) between July 1, 2018 and June 30, 2019. This is a continuation of a similar FST service currently operated by the COUNTY under contract to the DEPARTMENT.

Upon agreement between the DEPARTMENT and the COUNTY on the specifics contained herein; that the COUNTY shall operate the FST on the Milwaukee County Freeway System under contract to the DEPARTMENT. Specific materials and services to be provided by the COUNTY are documented in the sections below, which also identify the roles, responsibilities, authority, and liability of this service.

### 2.0 OVERVIEW AND DEFINITIONS

The FST provides expedited clearance of disabled and crashed vehicles made possible by the presence of FST vehicles continuously patrolling designated segments of Interstate and U.S. highways during designated hours. The primary goal of the FST service is quick clearance of traffic incidents thereby improving safety and minimizing traffic delays and congestion. The FST shall accomplish this goal by providing minor repairs for disabled vehicles; pushing disabled vehicles off the highway; providing fuel; clearing debris from disabled vehicles, small non-hazardous debris, and debris that is otherwise disruptive to traffic flow; directing traffic and assisting with traffic control; providing traffic and incident information to the WisDOT Traffic Management Center (TMC); providing traffic and pavement condition reports; and providing informational literature to motorists. FST vehicles are typically equipped with push bumpers, traffic cones, electronic changeable message boards, radios, mobile phones, and other necessary equipment to provide quick clearance type services. Aid within the scope of operations of the FST is rendered free of charge to the motorist.

Following are definitions used throughout this agreement:

**Administrator** - Means an officially designated representative of the Milwaukee County Sheriff's Office. The Administrator shall be an officer of Sergeant ranking or higher for the Patrol Division of the Milwaukee County Sheriff's Office. The Administrator shall supervise the daily execution, use, and conduct of the FST. Additional functions of the Administrator are documented in the sections below.

**Project Manager** - Refers to the officially designated representative of the Wisconsin Department of Transportation. The Project Manager shall be the State Traffic Incident Management Engineer or their designated representative.

**Operator** - Means an officially designated employee of the COUNTY who operates/drives the FST vehicle.

**Traffic Management Center (TMC)** - Refers to the WisDOT TMC located in downtown Milwaukee.

### **3.0 SCHEDULE**

Under the terms of this agreement, the COUNTY shall operate and maintain the FST on the Milwaukee County Freeway System between July 1, 2018 and June 30, 2019. The patrol shall be operated between the hours of 6:00AM and 6:00PM Monday through Friday. The patrol shall not operate on state holidays except for Memorial Day and Labor Day. State Holidays for this contract are New Year's Day, Martin Luther King Jr.'s Birthday, Independence Day, Thanksgiving Day, Christmas Eve Day, Christmas, New Year's Eve Day. Weekend, holiday, or extended shift hours, if requested by the DEPARTMENT, shall be in addition to the regularly scheduled hours. The Project Manager, in coordination with the Administrator, reserves the right to modify or adjust hours of operation to accommodate special events, construction, major incidents, weather conditions, holidays, or other events. The Project Manager also reserves the right to add, subtract, or eliminate entirely, the hours of operation due to program needs.

If the FST Operator is on a call at the end of a shift, that Operator shall complete the stop and charge necessary time to the FST contract. This additional time charge is subject to verification by the DEPARTMENT using the submitted FST daily log record.

The COUNTY may choose to operate the FST vehicle outside of the hours identified in this contract subject to the following:

- The vehicle must be operated on the roads identified in Section 4.0.
- Mileage must be recorded for WisDOT contracted hours AND when used at the COUNTY'S discretion
- The COUNTY is responsible for the proportion of fuel and maintenance attributed to operations at the COUNTY'S discretion.

### **4.0 SERVICE AREA**

The FST service area shall consist of I-94 from the Milwaukee/Racine County line to the Milwaukee/Waukesha County line, I-894 in its entirety, I-43 from downtown Milwaukee to the Milwaukee/Ozaukee County line, I-794 between Carferry Drive and the Marquette Interchange, I-41 from I-94 to the Milwaukee/Waukesha County line and WIS 175 from I-94 to the intersection with W. Lisbon Ave. Operations on any roads not defined in this section require the prior approval of the Project Manager in writing. The Project Manager, in coordination with the Administrator,

reserves the right to modify or adjust the service area of the FST service to accommodate special events, construction, major incidents, weather conditions, holidays or other events.

## **5.0 SERVICES TO BE PROVIDED**

The FST Operator shall continuously drive the service area locating, responding, and clearing minor traffic incidents. The FST shall assist motorists whose vehicles have suffered mechanical failure or have been involved in minor traffic crashes. The FST shall be responsible for clearing the traffic lanes of the highway of automobiles, motorcycles, small trucks (vehicles with a gross vehicle weight of 8,000 pounds or less) and small non-hazardous debris material. Vehicles shall be removed from the traveled way by pushing. The “traveled way” is the portion of the roadway intended for the movement of vehicles, exclusive of shoulders. A shoulder is the portion of the roadway contiguous to the traveled way. Vehicles shall be removed from the left shoulder by pushing as in accordance with Wis. Stats. 346.55. Abandoned or unattended vehicles shall be removed in accordance with Section 5.7 of this agreement and Wis. Stats. 342.40. The FST shall not provide towing or wrecker services. Furthermore, the DEPARTMENT will not be responsible for or reimburse any costs associated with tow services.

This service shall be provided by the COUNTY who shall be reimbursed for this service by the DEPARTMENT. Services rendered under this program shall be free of charge to the motorists receiving services.

When and where conditions permit, simple repairs may be performed on a motorist's vehicle while on the highway shoulder. Where conditions do not allow such repairs, the FST shall assist the motorist in obtaining tow services to remove the vehicle from the highway.

If a vehicle is carrying hazardous materials, the Administrator shall be notified immediately and before any services are rendered.

Detailed descriptions of services to be provided are described below.

### **5.1 Interaction with motorists:**

The FST shall initially inform the driver of any assisted vehicle that:

- FST services are being provided free of charge as a courtesy by the Wisconsin Department of Transportation through a contract with Milwaukee County. (FST Operator shall provide service literature, traffic safety literature and comment card to motorist. These materials will be provided to the Administrator by the Project Manager.)
- The FST may attempt minor emergency repairs if time permits once the vehicle is cleared to the shoulder of the highway or freeway.
- Should minor emergency repairs not prove feasible or effective, the FST shall assist the motorist in making arrangements for further service, towing or transportation.

The FST shall maintain and make available to assisted motorists a cellular telephone to enable them to make at most two local telephone calls. The FST shall also maintain and make available to assisted motorists a complete and current copy of the local telephone company "Yellow Pages," which contains phone numbers of local tow operators and motor clubs.

**5.2 Mechanically disabled vehicles - problem apparent:**

If the problem with a disabled vehicle is readily apparent and can be remedied quickly, the FST Operator should perform the needed service while on the highway shoulder. For example, the FST may change flat tires, provide battery "jump" starts, provide up to 2 gallons fuel, or provide a maximum of ten (10) minutes of service attempting to repair a disabled vehicle.

**5.3 Mechanically disabled vehicles - problem not readily apparent or repair time exceeds 10 minutes:**

If a vehicle cannot be repaired within the 10 minute time limit or the FST Operator cannot immediately ascertain the source of the problem, the Operator shall assist the motorist in obtaining tow service to remove the vehicle from the highway shoulder.

**5.4 Vehicles involved in traffic crashes:**

Under no circumstances should the FST Operator attempt to repair a crashed vehicle in order to make it mobile. All crashed vehicles shall be removed as promptly as possible to the highway shoulder. Vehicles unable to move under their own power shall be pushed to the shoulder. Relocation of vehicles involved in crashes shall occur only after consideration of personal injuries and assessment of the situation by the Operator.

**5.5 Debris removal:**

The FST shall also be responsible for removing non-hazardous debris material from the highway. Small debris may be removed by hand while large debris may be removed by utilizing the FST vehicle.

**5.6 Refusal of motorist to allow a disabled vehicle to be cleared from traffic lanes:**

Should a motorist refuse to allow a disabled vehicle to be pushed from a highway or freeway, the FST Operator shall follow Milwaukee County Sheriff's Office operational procedures. The Operator shall inform the driver that:

- While emergency stopping is allowed, it is a violation of Wisconsin statutes to allow the vehicle to obstruct the regular flow of traffic, which includes vehicles occupying the shoulder of a highway.

**5.7 Unattended and abandoned vehicles:**

When an unattended vehicle is observed outside the traveled way and left shoulder, the FST Operator shall courtesy tag the vehicle. For the purpose of this agreement an unattended vehicle is defined as a vehicle on the traveled way or shoulder with no one

occupying the vehicle or attending to the vehicle. The FST Operator shall identify the last known registrant of the vehicle and make telephone contact with the last known registrant. The FST Operator shall request the last known registrant remove their vehicle from the location as soon as possible. As per Wis. Stats 342.40, the FST Operator shall obtain a towing service to remove any vehicle that has been left unattended for more than 2 hours or the period set by the local governing body thereof, or if the FST Operator deems the vehicle a hazard.

When an unattended vehicle is observed on the traveled way or on the left shoulder, the FST Operator shall use his/her discretion to determine if the unattended vehicle is a traffic hazard and the need to remove the vehicle immediately by tow or by pushing.

**5.8 Transportation of people:**

The FST Operator shall be authorized to transport up to as many people per incident as there are available seat belts in the FST vehicle to the nearest safe location within 0.5 miles of the Freeway. If more people require transportation, the FST Operator shall contact the Administrator for assistance.

**5.9 Animals:**

The Milwaukee County Public Safety Communications Center or other designated authority shall be notified as to the location, type and condition of injured or dead animals.

**5.10 Enforcement duties and assistance to other law enforcement officers:**

During instances where a FST may be required to take enforcement actions or be requested to lend assistance to other law enforcement officers, the FST Operator shall follow the Milwaukee County Sheriff's Office operational procedures. During the specified hours of operation, the FST vehicles shall be exclusively dedicated to FST duties with the exception of special circumstances relating to public safety and/or security.

**5.11 FST vehicle to be exclusively dedicated to highway service patrol during specified hours of service:**

During its specified hours of operation, the FST vehicle shall be exclusively dedicated to the highway service patrol and may not be removed from the patrol beat for any reason other than the following:

- to discontinue patrol at end of a shift;
- for mechanical failure of the vehicle or equipment contained therein;
- to replenish supplies that have been expended during the patrol beat such as fuel or fire extinguisher;
- to circumvent a queue to reach an incident or lane blockage;
- in response to a request for law enforcement assistance, fire department official, or at the direction of the Administrator;
- to change Operators

- Temporary removal of the FST vehicle from the beat for any of these reasons shall not exceed 30 minutes.

### **5.12 Reporting traffic conditions:**

The FST Operator shall report traffic conditions, specifically crashes or any other incident that involves a lane blockage that cannot be immediately cleared, to the TMC. The FST shall also promptly respond to contacts and requests from the Administrator, Project Manager and/or TMC.

### **5.13 Prohibited activities:**

FST Operators shall not be allowed to accept gratuities, perform towing service from the highway shoulder with the FST vehicle, recommend tow providers, or recommend repair shops or body shops.

The motorist is responsible for arranging any required tow of their vehicle from the highway shoulder. The FST shall not solicit or provide this tow, or recommend any contractor to the assisted motorist. As per Section 5.1, the FST shall maintain at a minimum a current copy of the local telephone company “Yellow Pages” which contains phone numbers of tow operators and motor clubs, and will provide the motorist with a cellular phone to make local phone calls.

In addition the FST shall not be allowed to perform routine traffic enforcement activities such as speed enforcement unless actions of the violator are creating hazardous conditions for other motorist. At no time should the FST Operator be running radar.

### **5.14 Operation of Changeable Message Sign:**

FST Operators shall display messages on the vehicle-mounted Changeable Message Sign (CMS) when providing services. The DEPARTMENT will assist the COUNTY in developing appropriate and pre-programmed messages, in accordance with the TGM, for various incident situations. The use of the vehicle-mounted CMS shall provide additional warning and traveler information to drivers passing the incident scene.

### **5.15 DEPARTMENT and Project Manager Input:**

During major incidents, special circumstances, or other situations that otherwise require the DEPARTMENT to request services from the COUNTY consistent to those services specified herein, the Project Manager will contact the Administrator to provide direction. The Traffic Management Center may dispatch the FST to respond to incidents or disabled/abandoned vehicles that are determined to impede travel or are a hazard to motorists. These requests may be for incidents that are outside the designated service area, but within Milwaukee County.

### **5.16 Private Sponsorships**

The Department may seek private sponsorships to wholly or partially fund FST operations in any or all of the segments specified in section 5.3.1. If private sponsorships are identified

during this contract, the DEPARTMENT reserves the right to execute a new contract with the COUNTY that defines and/or clarifies the responsibility of each party.

### **5.17 Publicity**

The COUNTY is providing FST services on behalf of the DEPARTMENT. During the course of providing FST Services publicity may be gained due to public interest, events, incidents or other circumstances. In the event that the COUNTY or anyone representing the COUNTY is asked to provide statements about FST or the FST program the DEPARTMENT must be contacted and given notice. The Administrator will contact the Project Manager prior to any statements, interviews or other interactions with the media are made.

### **5.18 Traffic Incident Management (TIM) Meetings**

The DEPARTMENT holds quarterly TIM meetings in the Southeast Region. A management representative from the Milwaukee County Sheriff's Office shall attend all TIM meetings.

## **6.0 EQUIPMENT**

### **6.1 Required FST vehicle:**

The patrol shall utilize a four-wheel-drive with auto locking hubs, extended cab (i.e., two full-size doors and two half-size doors) pick-up trucks with a minimum 8800 pound Gross Vehicle Weight Rating (GVWR) rating. The vehicles shall be equipped with the following features: air conditioning; power locks, windows, and mirrors (heated); dual battery system; and cruise control if available. In lieu of the standard pick-up rear box, the patrol vehicles shall be equipped with a 6-foot 6-inch service/utility box configured to adequately accommodate the equipment and accessories specified in this proposal. The vehicles shall be able to safely and legally transport five people, (the Operator and up to four passengers), in the cab.

### **6.2 Vehicle accessories/equipment:**

Each FST vehicle should be equipped, at a minimum, with the following vehicle-mounted accessories:

- Power Inverter, minimum 1000 watt
- Tow chains - 5/16 inch alloy or OEM specs., J.T. hook assembly
- Rubber face push bumper
- Light bar
- Interior utility compartment lighting
- Trailer hitch capable of handling a 1-7/8 inch, 2-inch and 2-5/16 inch balls
- Spot light capable of directing a beam centered in any direction of a 360 degree horizontal arc around the truck
- Rear work lights



- Rear-mounted arrow stick and red/blue LED emergency lights
- Enlarged turn signals attached to the rear truck bed
- Warning lights attached to the side of the truck, near the rear of the truck
- Safety chain D-ring or eyelet mounted on rear of truck body
- Vehicle-mounted changeable message sign assembly, full matrix LED, approximately 6' wide X 3' high, folded during transport, environmentally sealed case, character height of 11" high, capable of displaying 3 lines of 8 characters, powered by vehicle's alternator and battery system, and controlled by handheld controller provided with sign assembly

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

### **6.3 Communication equipment:**

Two-way Radios - The COUNTY is responsible for the cost of procuring and installing all two-way radio communication equipment they deem necessary for the vehicles.

Scanners - programmable scanners capable of scanning police agency frequencies shall also be installed in the service vehicles.

Public address system - the FST vehicles shall be equipped with an external speaker and public address system to enable the driver of a disabled vehicle to hear instructions transmitted from the cab of the FST vehicle when it is adjacent to the rear of the disabled vehicle.

### **6.4 Toolbox:**

Each FST vehicle shall be required to have a toolbox with the following minimum number of tools/supplies. This list may be supplemented at the COUNTY'S option and expense.

- Screwdrivers: Standard 1/8", 3/16", 1/4", 5/16" (1 each minimum) Phillips head #1 and #2 (1 each minimum)
- Needle nose pliers (1)
- Adjustable rib joint pliers, 2" minimum capacity (1)
- Crescent wrench 8" and 12" (1 each)
- Hammer, 5 pound (1)
- Mallet, rubber (1)
- Tape, electrical (1 roll)
- Tape, duct, 5 inch x 20 yd roll (1)
- Tire pressure gauge (1)
- Mechanic's wire (1 roll)
- Bolt cutters (1)
- Hacksaws (2 blades)

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

## **6.5 Service accessories and parts:**

In addition to the above, each FST vehicle shall be required to carry the following parts and supplies to perform the repairs and services required:

- Mobile Data Computer
- Oxygen Unit
- EMS Kit
- Switch Box
- Radio Console
- Mag Light
- AED External Defibrillator
- Diesel fuel (5 gallons)
- Gasoline, unleaded (5 gallons)
- Water (5 gallons)
- Vehicle fuses blade type and glass tube type 2 each 5,10,15,20,30 amp
- Safety chains (minimum 5 feet) (4)
- Fire extinguisher (10 lb. Chemical ABC)
- Fire extinguisher (10 lb. Chemical BC)
- Pry bar, 36" or longer (1)
- Wood chocks/blocks, 4" x 6" x 12" (3)
- Broom, street, 24" wide (1)
- Shovel, square point (1)
- Fuses (highway flares), 15 minute (12)
- Cones 28" (16)
- Advanced Warning roll up or collapsible type sign that is 48" wide with MUTCD compliant fluorescent pink background and black lettering and/or image (4)
  - i. Be Prepared to Stop
  - ii. Emergency Scene Ahead
  - iii. Merge Left
  - iv. Merge Right
- Lock out set
- Jack, hydraulic 2-ton, floor (1)
- Four-way lug wrench (1 std., 1 metric)
- Rechargeable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity
- Heavy-duty battery booster pack
- Funnel, multi-purpose, flexible spout (1)
- 5-gallon can filled with sand (1)
- Trash can, 5 gallon (1)
- Rope, nylon or poly, 100 feet
- Dog snare

All existing equipment should be utilized prior to the procurement of new equipment. New equipment purchases must be approved by the Project Manager.

Storage of diesel fuel and gasoline shall be outside the pick-up truck's passenger cab. All accessories, parts, and service equipment shall be securely fastened to the FST vehicle to prevent displacement during sudden stops. Watertight containers shall be used to store liquids.

#### **6.6 Pre-operation inventory:**

The DEPARTMENT may inventory each FST vehicle at its discretion. Documentation of the vehicle identification number and successful completion of the inventory shall be kept on file at the Project Manager's office. The Project Manager may conduct subsequent inventorying of either vehicle upon 24-hour notification to the Administrator for the duration of the contract.

The FST Operator shall be required to complete a pre-operation inspection of the vehicle as well as inventory the toolbox and other required supplies prior to the start of each shift. An inspection/inventory sheet shall need to be completed prior to the start of each shift. Any item missing must be replaced or replenished before the start of the shift.

Vehicle maintenance shall be performed during non-service hours.

#### **6.7 Vehicle identification:**

Each FST vehicle shall be identified with both official FST logos and markings and with the Milwaukee County Sheriff's Office emblem. The Milwaukee County Sheriff's Office emblem shall be no more than 20 x 20 inches.

All vehicles utilized for the WisDOT FST Program shall be Light Green Yellow (paint codes: Ford W7600G, Navistar/Sikkens NAV5E33). In the event the DEPARTMENT obtains outside sponsorship for the FST program as described in section 5.16, the vehicle identification specifications may require modification including re-painting, and re-decating. The COUNTY will not be responsible for costs associated with modifying vehicle identification. WisDOT FST emblems/markings as well as vehicle identification numbers will be required on both sides of all FST vehicles per details furnished by the DEPARTMENT. Each FST vehicle shall also display an identification number on both the left and right front fenders, and on the left and right side of the truck body. All FST vehicle markings are maintained in a clean and readable condition throughout the FST operation.

Additional vehicle identification shall be mirror imaged in letters not less than 4" high, centered above the grill. The placement of this identification shall be on the curved surface of the hood or can be placed on a flat plastic type bug screen.

#### **6.8 Vehicle Title:**

The title of the FST vehicle shall be in the COUNTY's name. If requested by the Project Manager, the COUNTY will transfer the title to the DEPARTMENT.

### **6.9 Vehicle Out of Service:**

Should one of the FST vehicles be out of service or unavailable, the other FST vehicle should be used for both FST shifts. The Administrator shall notify the Project Manager any time one of the FST vehicles is not available for normal service hours.

### **6.10 Other FST Vehicle Uses:**

The FST vehicles can be used for other activities upon approval of the Project Manager. The Project Manager may request the vehicle and Operator to be available for demonstrations, traffic safety trainings, or other promotional activities. Costs for these activities shall be fully reimbursed by the DEPARTMENT.

The COUNTY may have instances when the FST vehicle would be requested for activities outside of its normal hours of operation as described in Section 3.0. For these instances the Administrator must request approval from the Project Manager 72 hours prior to the event. If approved, the COUNTY agrees to pay for Operator time and to replenish any equipment used at the COUNTY'S expense and prep it for primary use for the next shift.

### **6.11 Vehicle Disposal:**

At the end of the contract, the vehicles and all related equipment must be returned to the DEPARTMENT. Alternatively, the COUNTY may purchase the vehicle and equipment from the DEPARTMENT at fair market value.

## **7.0 EMPLOYEE/OPERATOR REQUIREMENTS**

FST Operators shall meet the following minimum requirements.

### **7.1 Operator Qualification - General:**

Potential Operators shall be sufficiently experienced in the tasks of roadside service operations to provide safe and proper service and must be capable of demonstrating their abilities prior to formal training. Additionally, the Operators shall be expected to exercise reasonable judgment in carrying out their duties.

### **7.2 Training:**

All FST Operators, including back-up Operators shall be required to attend and complete a COUNTY departmental FST training session prior to operation of the FST vehicle. All training shall be conducted by the current FST staff and shall include program details, customer service and roadside service safety as well as geographical areas of responsibilities. All FST Operators shall also be required to successfully complete a standard first aid training course, including use of AED equipment.

Additionally, all FST Operators are required to attend up to eight (8) hours of additional training related to traffic incident management. Some potential topics include, but are not limited to:

- a. Patrol Procedures

- b. Patrol Driver Courtesy
- c. Emergency Response/Incident Management/Traffic Control
- d. Hazmat Response
- e. Field Service Reports
- f. Traffic Reporting
- g. Towing/Pushing Procedures
- h. Inter-Agency Communications
- i. Safety
- j. National Incident Management System (NIMS)/Incident Command System (ICS)

### **7.3 Uniforms:**

All FST Operators will wear the authorized uniforms, shoes and other safety equipment. Mandatory uniform items include a standard uniform for each driver consisting of ANSI Class II or III (as appropriate) safety vests, protective shoes or boots, jackets and reflectorized rain gear. All vests, jackets and reflectorized rain gear will have the FST logo on them as to easily identify the program to motorists being assisted. The exact specifications of the standard uniform for FST Operators will be determined by the Project Manager and may be modified to meet the needs of the DEPARTMENT at any time during the contract.

A photo identification badge is to be provided by the COUNTY as specified by the Project Manager.

## **8.0 RECORD KEEPING AND REPORTING**

The COUNTY shall obtain and maintain records sufficient to document the labor costs incurred providing the specified services over the life of the contract.

### **8.1 Daily Logs:**

The FST Operator shall complete a daily log, which will be provided by the Project Manager. These records shall be submitted to the Project Manager monthly. The COUNTY shall permit the Project Manager to inspect all records of the COUNTY relating to its performance as the FST provider for the duration of this contract and for three years after the contract has expired.

### **8.2 Review Meetings:**

The COUNTY shall meet with the Project Manager up to 4 times per year to review the effectiveness of the FST. These meetings are intended to debrief both parties regarding the operation of the FST, its intended purpose, and its effectiveness in delivering the Scope of Services.

### **8.3 Wisconsin Department of Transportation Questionnaire/Response Form:**

The COUNTY shall distribute a pre-addressed, postage-paid FST Questionnaire/Response Form, provided by the Project Manager, to every individual receiving assistance from the FST Operator.

The DEPARTMENT will design the form for the COUNTY and provide an initial supply. The COUNTY shall be responsible for keeping records of all costs associated with reproduction of additional survey forms, distribution, and postage for reimbursement. The DEPARTMENT shall create a monthly summary of motorist responses and provide this information to the COUNTY. The COUNTY shall also be responsible for ensuring an adequate supply of forms is present at all times in the FST vehicle.

## **9.0 BASIS OF PAYMENT**

Total reimbursements will not exceed \$235,000 without written authorization from the DEPARTMENT.

### **9.1 Labor**

The DEPARTMENT shall reimburse the COUNTY for labor up to a maximum of \$190,000.00 on an hourly basis for service rendered by the FST during the normal hour increments. Overtime, when requested by the DEPARTMENT, shall be paid in accordance with the collective bargaining agreement in effect between the Operator and the COUNTY. The COUNTY is responsible for all labor expenses greater than \$190,000 incurred during the execution of this contract.

The COUNTY reserves the right to increase its monthly charges to the DEPARTMENT, to reflect labor agreement settlements affecting the assigned deputy's salary, fringe benefits, and any other increased costs, which occur within the term of this Agreement. In addition, the COUNTY shall bill the DEPARTMENT retroactively for any increased costs attributable to such labor agreement settlements when the COUNTY'S costs of providing services under this Agreement are affected thereby.

### **9.2 Fuel and Maintenance**

The DEPARTMENT shall reimburse the COUNTY for FST vehicle fuel and maintenance up to a maximum of \$45,000.00. Fuel and maintenance above this amount are the responsibility of the COUNTY. The COUNTY is responsible for the proportion of fuel and maintenance attributed to operations at the COUNTY'S discretion. The COUNTY must track mileage for operations under this contract and when used at its discretion. The COUNTY is responsible for all fuel and maintenance expenses greater than \$45,000 incurred during the execution of this contract.

The COUNTY and the DEPARTMENT shall retain title to the property each may acquire to fulfill its obligations under this agreement.

### **9.3 Billings and Records**

The COUNTY shall, within 15 business days after the end of the month and after submitting all daily logs for the month, submit an invoice for work performed in the period. Billings shall be directed to the Wisconsin Department of Transportation, Traffic Management Center, 433 West St. Paul Ave., Milwaukee WI 53203. The invoice package shall include documentation of labor charges. Payment of the invoice will be remitted to the COUNTY within 30 days of receipt of the invoice.

## **10.0 LAWS, REGULATIONS, PERMITS, INDEMNIFICATION AND INSURANCE**

The COUNTY shall observe and comply with any and all requirements of the constituted public authorities and with all applicable Federal, State, or local statutes, ordinances, regulations, and standards including, but not limited to, rules and regulations promulgated from time to time by governmental agencies having jurisdiction over any phase of operation unless modified by these specifications.

The COUNTY shall furnish all licenses, permits, and authorizations required for the performance of this contract. The COUNTY shall have insurance that covers the full replacement cost of each FST vehicle, equipment and supplies contained within the vehicle. The COUNTY shall obtain a replacement cost estimate on an annual basis to ensure adequate insurance levels. If the vehicle sustains damage or is declared a total loss the COUNTY is responsible for repairing or replacing the vehicle and all equipment to return the vehicle to compliance with the requirements outlined in Section 6.0.

## **11.0 TERMINATION OF CONTRACT**

The DEPARTMENT may terminate the Contract at any time at its sole discretion by delivering 30 days written notice to the COUNTY. In the event that the DEPARTMENT elects to terminate this contract because the COUNTY is in default here under, the COUNTY shall not be so terminated if it cures the breach within thirty (30) days, or commences and diligently pursues a cure to the satisfaction of the DEPARTMENT for those breaches not curable within thirty (30) calendar days. Upon termination the DEPARTMENT's sole liability will be to the pro-rata cost of the services performed as to the date of termination plus expenses incurred with the prior written approval of the DEPARTMENT. In the event that the COUNTY terminates the contract, for any reason whatsoever, it will refund the DEPARTMENT within 30 days of said termination, all payments made hereunder by the DEPARTMENT to the COUNTY for work not completed or not accepted by the DEPARTMENT. Such termination will require written notice to that effect to be delivered by the COUNTY to the DEPARTMENT not less than 60 days prior to said termination.