

### Amendment to Contract

This Amendment amends the "Contract Purchase of Service Agreement between Milwaukee Transport Services, Inc., and the City of Waukesha Route 79, dated December 12, 2013, referred to herein as the Contract. The Contract remains in effect and unchanged except to the extent specifically amended by this Amendment.

### Recitals

The City of Waukesha is the administrator of transit services funded by Waukesha County, and in turn has contracted with Milwaukee Transport Services, Inc., referred to as Contractor, to provide transit service on Waukesha County route 79.

Changes in circumstances now require that the Contract be amended, specifically, that Waukesha County requires amendments of the Contract's assignment and indemnification provisions.

Contractor is willing to amend the Contract as required.

Now, therefore, the Contract is amended as follows:

1. The first paragraph of Appendix A of the Contract is deleted entirely and replaced with the following:

Contractor will operate bus route 79 between Waukesha County and Milwaukee, according to the routes and timetables described on the attached Appendix D, which is incorporated into this Agreement by reference. Contractor may not make any changes to the routes or schedules without the written approval of the City. Changes to the number of revenue hours of service are possible over the term of this Agreement, but such changes shall not result in a change of the cost of revenue vehicle hour.

2. Paragraph 10 of the Contract is deleted entirely and replaced with the following:

**10. Indemnification.** The Contractor will save, indemnify and hold harmless the City of Waukesha, the City of Waukesha Transit Commission and Waukesha County against all claims, liability, judgments, costs, expenses, and attorney's fees of any kind whatsoever which may in any way come against the City of Waukesha, the City of Waukesha Transit Commission and Waukesha County, or by reason of any act or omission of the Contractor or the Contractor's agents, employees, subcontractors, or assignees, arising out of the performance of the Agreement.

3. Paragraph 13 of the Contract is deleted entirely and replaced with the following:

**13. Assignment.** This Agreement shall not be assigned, transferred, hypothecated, or pledged by either party without the prior written consent of the other party, except that if the City ceases to administer the Waukesha County Transit System routes covered by this Agreement for any reason, including but not limited to termination or expiration of its transit services contract with Waukesha County, then Contractor consents to assignment of this entire Agreement to the party designated by Waukesha County in writing, and that party shall then be substituted for the City. This Agreement shall be binding upon the successors or assigns of the parties.

Dated this \_\_\_\_\_ day of March, 2015.

**City of Waukesha**

\_\_\_\_\_  
Shawn N. Reilly, Mayor

\_\_\_\_\_  
Attest: Gina L. Kozlik, City Clerk

To certify that provision for payment has been made:

\_\_\_\_\_  
Richard Abbott, Finance Director

**Milwaukee Transport Services, Inc.**

\_\_\_\_\_  
Daniel Boehm, Managing Director

\_\_\_\_\_

## Appendix D

### Route 79 Weekday Service Schedule

Route	Serving	Direction	# of Trips/Day	Days of Service
79	Menomonee Falls - Downtown Milwaukee	Eastbound	6	256
79	Downtown Milwaukee – Menomonee Falls	Westbound	5	256
<b>Daily Revenue Service Hours</b>			<b>11.13</b>	

#### WEEKDAYS | TO DOWNTOWN

Pilgrim Rd Park-Ride Lot	Appleton @ Garfield	Appleton @ Good Hope	Good Hope Rd Park-Ride Lot	Burling Park-Ride Lot	Wisconsin @ 16th	Wisconsin @ 16th	Wisconsin @ Cass	Downtown Transit Center
7901 <b>1</b>	7049 <b>2</b>	7058 <b>3</b>	8245 <b>5</b>	5842 <b>6</b>	2164 <b>7</b>	4784 <b>8</b>	7805 <b>9</b>	7710 <b>10</b>
5:46	5:50	5:59	6:02	6:14	6:30A	6:32	6:41	6:44
6:17	6:21	6:30	6:33	6:46	7:09	7:11	7:20	
6:43	6:47	6:56	6:59	7:12	7:35	7:37	7:46	
7:12	7:16	7:25	7:28	7:41	8:04	8:06	8:15	
7:46	7:50	7:59	8:02	8:15	8:38	8:40	8:49	
			<b>4:56</b>					<b>5:32</b>

#### WEEKDAYS | FROM DOWNTOWN

Downtown Transit Center	Wisconsin @ Cass	Wisconsin @ 9th	Wisconsin @ 16th	Burling Park-Ride Lot	Pilgrim Rd Park-Ride Lot	Appleton @ Garfield	Appleton @ Good Hope	Leatherwood Court	Leatherwood Court	Good Hope Rd Park-Ride Lot	Pilgrim Rd Park-Ride Lot
7710 <b>10</b>	764 <b>9</b>	9 <b>8</b>	412 <b>7</b>	5842 <b>6</b>	7901 <b>1</b>	7049 <b>2</b>	7058 <b>3</b>	7059 <b>4</b>	7059 <b>4</b>	8245 <b>5</b>	7901 <b>1</b>
6:48A								7:12	7:12		7:24
<b>3:40</b>	<b>3:42</b>	<b>3:53</b>	<b>3:55</b>	<b>4:10</b>	<b>4:36</b>	<b>4:41</b>	<b>4:50</b>	<b>4:52</b>	<b>4:53</b>	<b>4:56</b>	
<b>4:13</b>	<b>4:15</b>	<b>4:26</b>	<b>4:28</b>	<b>4:43</b>	<b>5:09</b>	<b>5:14</b>	<b>5:23</b>			<b>5:26</b>	
<b>4:35</b>	<b>4:37</b>	<b>4:48</b>	<b>4:50</b>	<b>5:05</b>	<b>5:31</b>	<b>5:36</b>	<b>5:45</b>			<b>5:48</b>	
<b>5:05</b>	<b>5:07</b>	<b>5:18</b>	<b>5:20</b>	<b>5:34</b>	<b>5:59</b>	<b>6:03</b>	<b>6:10</b>			<b>6:13</b>	

**79**

**0** TIME POINT

● BUS STOP

★ PM STOP ONLY

◆ AM STOP ONLY

