

AGREEMENT BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
THE MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION

State Project I.D. 1228-25-95
2014-2015 Traffic Mitigation
I-43/94 Bridge Rehabilitation Project

This agreement is a formal partnership, made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Department of Transportation (COUNTY) provides for services as described herein. Milwaukee Transport Services, Inc. is defined as the contract operator of the COUNTY transit system. The Wisconsin Department of Transportation and Milwaukee County Department of Transportation are partnering during the I-43/94 Bridge Rehabilitation Project (PROJECT) to ensure transit service and provide alternatives to driving on the freeway during peak and non-peak travel periods.

The DEPARTMENT advises implementation of a comprehensive and cost effective transportation management plan that will help ensure the safety, accessibility and mobility for the traveling public in the PROJECT area. The PROJECT area is defined as interstate I-43/94, from I-794 to Howard Avenue. Included in the PROJECT area are local alternate route streets within two miles of the interstate roadways.

To mitigate traffic impacts caused by the PROJECT, the DEPARTMENT will provide \$141,956 to the COUNTY as specified in Attachment A: Milwaukee County Transit System – Cost Estimate. In turn, the COUNTY will provide increased service (as outlined below) in an effort to maintain existing service levels in the PROJECT area and stay informed of PROJECT roadway closures and construction progress commencing on May 1, 2014 and ending by December 1, 2015.

The COUNTY will provide the following:

- Attendance at weekly construction traffic meetings
- Supplemental Service: Routes 17, 53, 54, and 56

Supplemental Service: Routes 17, 53, 54, and 56

MCTS currently operates regular service on Mitchell Street, Lincoln Avenue, and Greenfield Avenue. This service will be interrupted with the planned bridge closures during the I-43 Bridge Rehabilitation Project. The transit route will be detoured and multiple bus stop locations temporarily relocated.

MCTS proposes to add one bus on each of these impacted routes during the weekday peak hours. The additional service will maintain headways on the route. The increased service will operate on each route during the associated construction stage.

CALCULATION OF REVENUE CREDITS

With acceptance of this contract, the COUNTY is required to provide a ridership base equal to the daily average number of passengers on routes funded with this contract. The COUNTY shall calculate a revenue credit each month that equals each route's increase in ridership for the month times (x) \$0.92 per passenger for local Routes 17, 53, 54, and 56. The increase in ridership equals the total passengers for the month less the seasonally adjusted ridership base, but not less than zero. The \$0.92 per passenger rate is based on a sample of fare activity generated on a local bus route.

The revenue credits in this agreement are based on the 2014 fare structure.

COUNTY shall be responsible for counting the passengers on a monthly basis for local routes enhanced during the agreement.

INSURANCE REQUIREMENTS

Milwaukee Transport Services, Inc. Comprehensive General Liability coverage is equal to the limits set forth in Chapter 893.80(3), Wisconsin Statutes.

Milwaukee Transport Services, Inc. is self-insured with respect to the Auto Liability coverage required under the agreement. Auto Liability coverage is equal to the limits of liability set forth in Chapter 345.05(3), Wisconsin Statutes.

Milwaukee Transport Services, Inc. is self-insured with respect to the Worker's Compensation coverage required under the agreement as set forth in Chapter 102.28(2)(b), Wisconsin Statutes.

SERVICE AREA

All other established Milwaukee County Transit System routes will operate along their current routes. The location of bus stops will be determined by the COUNTY with input from the DEPARTMENT and in conjunction with local municipalities.

FARES

The fare to be paid by riders shall be based upon the fare schedule adopted by the COUNTY for use by the Milwaukee County Transit System. No additional fares shall be levied upon riders by the DEPARTMENT.

SERVICE REVISIONS

The DEPARTMENT is responsible for notifying the COUNTY of any desired service revisions, eliminations, or additions. The COUNTY will require fourteen (14) days written notice for all service additions. The DEPARTMENT shall provide the COUNTY with seventy-five (75) days written notification in advance of the next regular schedule change date of all service revisions or eliminations. Upon notice, the revisions or elimination shall be effective at the start of the next schedule change. The estimated schedule change dates are the first Sunday in March, the second Sunday in June, the last Sunday in August, and the first Sunday in December.

Due to ridership trends and fluctuations caused by the PROJECT, the COUNTY reserves the right to modify these service levels provided under this agreement. The COUNTY shall request service modifications in writing to the DEPARTMENT and receive approval for such suggested service modifications.

Service reduction not made as described shall require payment at a rate to be negotiated by the COUNTY and DEPARTMENT.

LIMITATIONS AND REQUIREMENTS

Milwaukee Transport Service, Inc. shall act as an independent contractor and the DEPARTMENT will not have nor exercise any control over the Milwaukee Transport Service, Inc. operation in connection with providing bus service. The DEPARTMENT will not have and will not exercise any control or supervision over the drivers of the buses used in said service who shall be employed by Milwaukee Transport Services, Inc.

RECORDS/REPORTS/AUDITS

The COUNTY shall provide the DEPARTMENT with monthly passenger counts as a measure of productivity. Services provided within this agreement shall be subject to applicable audit requirements.

INDEMNIFICATION AND INSURANCE

The COUNTY shall defend and hold harmless the DEPARTMENT and the DEPARTMENT's agents, servants, and employees against all loss, damages, legal expenses and other expenses which the COUNTY and Milwaukee Transport Services, Inc. may sustain or become liable for on account of injury to or death of persons, or on account of damage to, loss or destruction of property from activities conducted by the DEPARTMENT.

WisDOT acknowledges that if the law makes its officers, directors, or employees liable that the State of Wisconsin will indemnify its officers, directors, agents or employees acting within the scope of their employment as such indemnity is required under 895.46(1)(a) Stats.

FAILURE TO PERFORM

The COUNTY shall not be in default of any provisions for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, orders of civil authorities, unpreventable shortages of motor fuel or equipment, acts of God or any other cause or causes beyond the control of the COUNTY. In the event that service is substantially disrupted by strikes and/or walkouts for a period in excess of one day/ 24 hours during the agreement period, the amount owed by the DEPARTMENT shall be reduced by the current hourly service to the first day of service disruption. In the event service is substantially disrupted by weather or other factors uncontrollable by the COUNTY (civil disorders, etc.) for a period in excess of three days/ 72 hours during the period the agreement is valid, the set fee owed by the DEPARTMENT shall be reduced by the current hourly rate back to the first day of service disruption. If the entire fee has been paid by the DEPARTMENT, the COUNTY agrees to refund such prorated amount.

BASIS OF PAYMENT

The COUNTY shall charge actual costs incurred and attributable to the work performed and described above under this agreement to the DEPARTMENT. Total reimbursement to the COUNTY for traffic mitigation measures under this agreement will not exceed \$141,956 as detailed in Attachment A: Milwaukee County Transit System – Cost Estimate. Billings shall be directed by the COUNTY to the attention of Ken Kiepczynski Wisconsin Department of Transportation, Southeast Freeways, 141 NW Barstow Street Waukesha WI, 53187 and will include a statement of expenses supported by a description of items and services provided and expended. The DEPARTMENT shall pay the bill promptly upon receipt thereof.

NOTIFICATIONS

Other correspondence and notifications required under this agreement shall be given as follows:

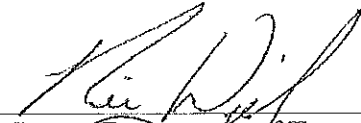
Notice to the County: Brian Dranzik
Director of Transportation
Milwaukee County Department of Transportation
2711 West Wells Street, Suite 300
Milwaukee, WI 53208
(414) 278-4888
brian.dranzik@milwaukeecountywi.gov

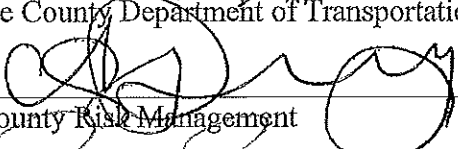
Sandra Kellner
Chief Operating Officer
Milwaukee Transport Services, Inc.
1942 N. 17th Street
Milwaukee, WI 53205
(414) 937-3205
skellner@mcts.org


Notice to the Department: Ken Kiepczynski
Project Manager
Southeast Freeways Construction Team
WisDOT Southeast Region
141 NW Barstow Street
Waukesha, WI 53187
(414) 659-3055
kenneth.kiepczynski@dot.wi.gov

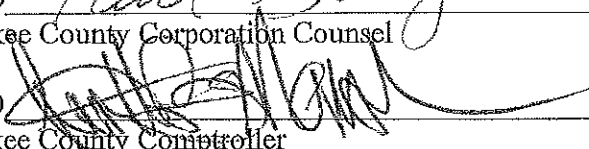
Signatures:

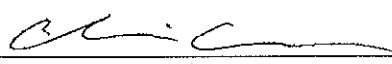
This agreement may only be amended by a written document signed by each of the parties hereto.

APPROVED  _____ Date 6/18/14
For the Milwaukee County Department of Transportation

APPROVED  _____ Date 6/18/14
For Milwaukee County Risk Management

APPROVED  _____ Date 6/18/14
For Milwaukee County Corporation Counsel

APPROVED  _____ Date 6/18/2014
For Milwaukee County Comptroller

APPROVED  _____ Date 6/20/14
For Milwaukee County Executive

APPROVED _____ Date _____
For the Wisconsin Department of Transportation

APPROVED _____ Date _____
Governor, State of Wisconsin

**Attachment A:
Milwaukee County Transit System – Cost Estimate**

State Project I.D. 1228-25-95
Contract No. 1
2014-2015 Traffic Mitigation
I-43/94 Bridge Rehabilitation Project

2014 - 2015 TRANSIT MITIGATION

Route	# Buses	Dates of Service	Hours per Day	Days	Total Hours	Cost per Hour	Cost
17	1	7/1/14 - 8/29/14	6	43	276	\$104	\$26,832.00
54	1	7/1/14 - 8/29/14	6	43	276	\$104	\$26,832.00
53	1	9/2/14 - 11/21/14	6	59	354	\$104	\$36,816.00
56	1	3/1/15 - 6/12/15	6	74	444	\$104	\$46,176.00
TOTAL							\$136,656.00

2014 - 2015 WEEKLY TRAFFIC MEETING ATTENDANCE

Task	# Meetings	# Hours per Meeting	Fee	Cost
Meeting Attendance	53	2	\$50.00	\$5,300.00
TOTAL				\$5,300.00

Total Contact Cost: \$141,956.00