

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

State Project I.D. 1060-37-94  
CONTRACT NO. 48  
2016 Traffic Mitigation  
Zoo Interchange Project

This agreement made and entered into between the Wisconsin Department of Transportation (DEPARTMENT) and the Milwaukee County Department of Transportation (COUNTY) to provide for services as described herein. Milwaukee Transport Services, Inc. (MTS) is defined as a quasigovernmental instrumentality of Milwaukee County operating the COUNTY transit system. The Wisconsin Department of Transportation and Milwaukee County Department of Transportation are partnering during the Zoo Interchange Project (PROJECT) to enhance 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 interstates I-94 and I-894/USH-45 from Lincoln Avenue on the south, west of Underwood Parkway on the west, Burleigh Road on the north and 70<sup>th</sup> Street on the east. 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 **\$211,376.40** to the COUNTY for 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 during peak traffic hours.

The COUNTY will provide the following:

- Supplemental service during 2016 major construction to maintain headways, provide better arrival consistency, and maintain ridership during weekday peak hours service on the following routes
  - Route GL (GoldLine) and Route 67 (N. 76<sup>th</sup> – S. 84th) for 42 days between June 27, 2016 and August 21, 2016 when Wisconsin Avenue is closed from 93<sup>rd</sup> Street to 95<sup>th</sup> Street.
- Free Transit Zone during full roadway and recreational trail closures as part of 2016 major construction.
  - Provide free rides to people boarding Route GL (GoldLine) between Bluemound Road at the County Zoo Entrance and SB 92<sup>nd</sup> Street at WB Wisconsin Avenue during the closure of the Wisconsin Avenue Bridge over USH 45 from January 1, 2016 to November 22, 2016.

- Provide free rides to bicyclists boarding Route 56 between the 92<sup>nd</sup> and W. Greenfield Avenue stop and W. Washington Street and 121st Street stop during the closure of the Hank Aaron State Trail from January 1, 2016 to December 31, 2016.

### **FREE TRANSIT ZONE**

The COUNTY shall provide free rides to people boarding Route GL (GoldLine) between EB Bluemound Road at the Zoo Entrance and SB 92<sup>nd</sup> Street at WB Wisconsin Avenue during the closure of the Wisconsin Avenue Bridge over USH45. The COUNTY shall be reimbursed \$26,413.20 (based on average daily ridership data from the 2015 Contract).

The COUNTY shall provide free rides to bicyclists boarding Route 56 (Greenfield Avenue) between 92<sup>nd</sup> and W Greenfield Avenue stop to the W. Washington Street and 121st Street stop during the closure of the Hank Aaron State Trail. The COUNTY shall be reimbursed \$883.20 (based on average daily ridership data from 2015 Contract).

### **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 Route GL (GoldLine) and Route 67. 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.

COUNTY shall be responsible for counting the passengers on a monthly basis for freeway flyer 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 revision or elimination shall be effective at the start of the next schedule change. The estimated schedule change dates are the first Sunday in March, 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 the DEPARTMENT.

## **LIMITATIONS & REQUIREMENTS**

Milwaukee Transport Service, Inc. shall provide the transit services as an instrumentality of the COUNTY 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 Service, 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.

## **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 that 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 **\$211,376.40** as outlined in attachment A: Milwaukee County Transit System Cost Estimate. The agreement will not exceed a maximum total of **\$211,376.40**. Billings shall be directed to the attention of Chris Hager, Wisconsin Department of Transportation, Southeast Region, 141 NW Barstow Street, P.O. Box 798, Waukesha, WI 53187-0798, and will include a statement of expenses supported by a description of items and services provided and hours expended. The Department shall pay the bill (or billings, as the case may be) promptly upon receipt thereof.

## NOTIFICATIONS

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

**Notice to the County:** Brian Dranzik  
Milwaukee County Department of Transportation  
10320 W. Watertown Plank Rd. 2nd Floor  
Wauwatosa, WI 53226  
(414) 278-4952  
brian.dranzik@milwaukeecountywi.gov

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

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**Notice to the Department:** Chris Hager, PE  
Work Zone Transportation Management Plan Lead  
Zoo Interchange Project  
WisDOT SE Region - Southeast Freeways PDS  
141 NW Barstow  
Waukesha, WI 53187-0798  
(262) 521-4433  
christopher.hager@dot.wi.gov

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**Signatures:**

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

**FOR MILWAUKEE COUNTY WISCONSIN:**

APPROVED DocuSigned by: Rick Norris 12/10/2015  
Risk Management AD4C84D4023E450... Date

APPROVED as to Execution DocuSigned by: Mark A Grady 12/14/2015  
Corporation Counsel 2BE87A71B2AE4E5... Date

Pursuant to 59.255(2)(e) Wisconsin Statutes

APPROVED DocuSigned by: [Signature] 12/14/2015  
Comptroller F7354A95DB0843E... Date

APPROVED DocuSigned by: Brian Drangik 12/15/2015  
Director, Milwaukee County Department of Transportation BE00BD988A73433... Date

Pursuant to 59.17(2)(b)(4) Wisconsin Statutes

APPROVED DocuSigned by: [Signature] 12/23/2015  
County Executive 2E580B33A2CC443... Date

Pursuant to 59.42(2)(b)(5) Wisconsin Statutes

APPROVED \_\_\_\_\_  
Corporation Counsel Date

**FOR STATE OF WISCONSIN:**

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

APPROVED \_\_\_\_\_  
Governor, State of Wisconsin Date

**Attachment A:**  
**Milwaukee County Transit System Cost Estimate**  
 State Project I.D. 1060-37-94  
 CONTRACT NO. 48  
 2016 Traffic Mitigation

<u>Local Service</u>							
Route Number	Route Name	Road / Trail Closure	Dates of Service	Days	Hours Per Day	Hourly Rate	Total
GoldLine	Wisconsin - UWM MetroExpress	Wisconsin Avenue	6/27/16 to 8/21/16	42	19.5	\$ 104.00	\$85,176.00
67	N. 76th - S. 84th	Wisconsin Avenue	6/27/16 to 8/21/16	42	19.5	\$ 104.00	\$85,176.00
SUBTOTAL							\$170,352
<u>Free Transit Zone</u>							
Route Number	Route Name	Road / Trail Closure	Dates of Service	Months	Rides Per Month	Cost per Ride	Total
GoldLine	Wisconsin - UWM MetroExpress	Wisconsin Avenue	1/1/16 to 11/22/16	11	2,610	\$ 0.92	\$26,413.20
2015 Average rides/day							
<u>Free Transit Zone - Bike Boardings</u>							
Route Number	Route Name	Road / Trail Closure	Dates of Service	Months	Ave. Rides Per Month	Cost per Ride	Total
56	Greenfield Avenue	Hank Aaron State Trail	1/1/16 to 12/31/16	12	80	\$0.92	\$883.20
2015 Average Boarding's/day							-
<u>Special Event Flyer Service</u>							
Route Number	Route Name	Road Closure	Dates of Service	Days	Hours Per Day	Hourly Rate	Total
43F	Greenfield Avenue		6/29 to 7/3 and 7/5 to 7/10	11	132	\$ 104.00	\$13,728.00

<b>Total Contract Cost:</b>	<b>\$211,376.40</b>
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**Certificate Of Completion**

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Envelope Originator:  
 Judith Pingel  
 901 N 9th St  
 Ste 301  
 Milwaukee, WI 53233  
 judith.pingel@milwaukeecountywi.gov  
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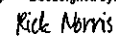
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 judith.pingel@milwaukeecountywi.gov

Location: DocuSign

**Signer Events**

Rick Norris  
 rick.norris@milwaukeecountywi.gov  
 CBDP Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

**Signature**

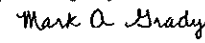
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Mark A Grady  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

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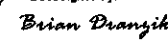
Scott B. Manske  
 comptrollersignature@milwcnty.com  
 Comptroller  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
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Brian Dranzik  
 brian.dranzik@milwaukeecountywi.gov  
 Director of Transportation  
 Milwaukee County  
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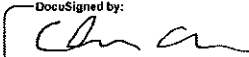
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**Signer Events**

Chris Abele  
 cabele@milwcnty.com  
 County Executive  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

**Signature**

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Corporation Counsel  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
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