

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

State Project I.D. 1060-37-94
CONTRACT NO. 52
2017-2018 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 70th 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 **\$206,079** 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 Supplemental Service and Free Ride Zones as described below:

SUPPLEMENTAL SERVICE

Supplemental service during 2017 major construction to maintain headways, provide better arrival consistency, and maintain ridership on the Redline (Capitol Drive) for approximately 90 days from June 1, 2017 to August 31, 2017 (estimated dates) during the closure of the Capitol Drive access roads to I-41. The COUNTY shall be reimbursed **\$181,890** for the added service.

FREE TRANSIT ZONE

The COUNTY shall provide free rides to people boarding the GoldLine between Bluemound Road at the Zoo Entrance and 92nd Street intersection with Wisconsin Avenue during the closure of the Wisconsin Avenue Bridge over I-41. The COUNTY shall be reimbursed **\$15,007** for free rides provided from January 1, 2017 to May 25, 2017. The DEPARTMENT will ensure that on street signage will be at both the start and end of the free ride zone to clearly inform pedestrians and transit drivers.

The COUNTY shall provide free rides to people boarding the Redline on Capitol Drive WB between 118th and 110th and on Capitol Drive EB between 124th and 110th during the closure of the Capitol Drive access road to I-41. The COUNTY shall be reimbursed **\$7,342** for free rides from June 1, 2017 to August 31, 2017 (estimated dates). The DEPARTMENT will ensure that on street signage will be at both the start and end of the free ride zone to clearly inform pedestrians and transit drivers.

The COUNTY shall provide free rides to bicyclists boarding Route 56 (Greenfield Avenue) between the 92nd & Greenfield stop to the 121st & Washington stop during the closure of the Hank Aaron State Trail. The COUNTY shall be reimbursed **\$1,840** (based on average daily ridership data from 2016) for free rides between January 1, 2017 and August 29, 2018.

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

Except for free fare zones, 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.

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 billings for supplemental services and free ride zones. 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 \$206,079 as outlined in attachment A: Milwaukee County Transit System Cost Estimate. The agreement will not exceed a maximum total of \$206,079. 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
10437 W. Innovation Drive
Room 518
Wauwatosa, WI 53226
(414) 278-4952
brian.dranzik@milwaukeecountywi.gov

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

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

Signatures:

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

FOR MILWAUKEE COUNTY WISCONSIN:

Approved as to Execution

Paul D. Kuglitsch 2/9/2017
Corporation Counsel Date

Pursuant to 59.255(2)(3) Wisc. Statutes

[Signature] 2/9/2017
Comptroller Date

Brian Dranzik 2/9/2017
Director, Dept of Transportation Date

Pursuant to 59.17(2)(b)(4) Wisc. Statutes

[Signature] 2/9/2017
County Executive Date

Pursuant to 59.42(2)(b)(5) Wisc. Statutes

Paul D. Kuglitsch 2/10/2017
Corporation Counsel Date

FOR STATE OF WISCONSIN:

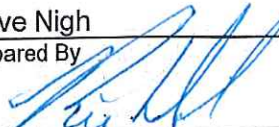
APPROVED _____
For the Wisconsin Department of Transportation Date

APPROVED _____
Governor, State of Wisconsin Date

**Attachment A:
Milwaukee County Transit System Cost Estimate
State Project I.D. 1060-37-94
CONTRACT NO. 52
2017 - 2018 Traffic Mitigation**

<u>Local Service</u>							
Route Number	Route Name	Road Closure	Dates of Service	Days	Hours Per Day	Hourly Rate	Total
Redline	Capitol Drive	Capitol Drive Access to I-41	6/1/17 – 8/31/17 (estimated)	90	20	\$101.05	\$181,890
SUBTOTAL							\$181,890
<u>Free Transit Zone</u>							
Route Number	Route Name	Road Closure	Dates of Service	Months	Rides Per Month	Cost per Ride	Total
GoldLine	Wisconsin - UWM MetroExpress	Wisconsin Avenue	1/1/17 to 5/25/17	5	2,610	\$1.15	\$15,007
Redline	Capitol Drive	Capitol Drive Access to I-41	6/1/17 – 8/31/17 (estimated)	3	2,128	\$1.15	\$7,342
SUBTOTAL							\$22,349
<u>Free Transit Zone - Bike Boardings</u>							
Route Number	Route Name	Trail Closure	Dates of Service	Months	Ave. Rides Per Month	Cost per Ride	Total
56	Greenfield Avenue	Hank Aaron State Trail	1/1/17 to 8/29/18	20	80	\$1.15	\$1,840
SUBTOTAL							\$1,840

Total Contract Cost:	\$206,079
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CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								CONTRACT TYPE			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service			
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
MCDOT - Transit/Paratransit								560		5600	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
WisDOT						X		TBD			
NAME OF VENDOR						ADDRESS					
State of Wisconsin Dept of Transportation						4802 Sheybogan Ave					
						PO Box 7999					
						Madison, WI 53707					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date	end date	(IN MONTHS)		CHANGE		AMOUNT			
		06/01/17	09/01/17	3				\$206,079.00			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017/18		0083	560	5605			8201				\$ 206,079.00
PURPOSE OF CONTRACT											
This is a contract being entered into between Milwaukee County and WisDOT for the purpose of operating RedLine Express transit service during closure of Capitol Drive access roads to I-41 beginning in June 2017. Execution of this contract will allow Milwaukee County to realize \$206,079 in revenue from the State of Wisconsin for transit service provided (\$181,890) and free fares (\$24,189). There is no budgetary fiscal impact from approval of this contract as the expenditures and revenues will balance in the 2017 Operating Budget for Org. Unit 5600 Transit/Paratransit. This is simply recognition of actual revenue in support of the temporary service, there is no revenue object to encumber because revenue cannot be encumbered (REF: Org 5605 Obj 2299). If an expenditure object is needed for reference purposes, transit service is purchased through Org 5605 Obj 8201.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input type="checkbox"/> If YES, give County Board File No. _____ Date Approved _____											
<input checked="" type="checkbox"/> If NO, why is County Board approval not required? <u>MCCGO 56.06(1) and 2017 adopted budget</u>											
Was Contract fully executed prior to work being performed (all signatures received)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Steve Nigh				02/06/17		Sr. Manager Grants Development, MCDOT					
Prepared By				Date		Title					
				2/6/17							
Signature of County Administrator				Date		Title					

Certificate Of Completion

Envelope Id: 2AD79DC136844C2A9785FA0166892289
 Subject: Please DocuSign: Contract 52 2017-2018 Traffic Mitigation Zoo Interchange.pdf
 Source Envelope:
 Document Pages: 7
 Supplemental Document Pages: 0
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Signatures: 5
 Initials: 0
 Payments: 0

Envelope Originator:
 Judith Pingel
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 judith.pingel@milwaukeecountywi.gov
 IP Address: 204.194.251.3

Record Tracking

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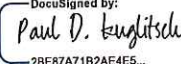
Holder: Judith Pingel
 judith.pingel@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Paul D. Kuglitsch
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Signature

DocuSigned by:

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Scott B. Manske
 comptrollersignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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 ID:

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Brian Dranzik
 brian.dranzik@milwaukeecountywi.gov
 Director of Transportation
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

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

DocuSigned by:

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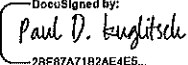
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Signer Events

Paul D. Kuglitsch
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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Signature

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Timestamp****Envelope Summary Events****Status****Timestamps**

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Payment Events**Status****Timestamps**