

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

State Project I.D. 1060-50-94
CONTRACT NO. 03
2016 - 2017 (Fiscal Year 2017) Traffic Mitigation
Zoo Interchange Project

This agreement is 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. is defined as a quasi-governmental instrumentality of Milwaukee County responsible for management and operation 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.

Contract Number 03 (CN03) will provide \$3,375,000 for purposes of traffic mitigation in the form of transit route support during the construction of the PROJECT in Wisconsin fiscal year 2017 (July 1st, 2016 - June 30th, 2017). Funds provided under this CN03 may only be used for establishment and/or continuation of freeway flyers, business park flyers, or other bus routes from one or more locations in Milwaukee to one or more locations within western, northwestern, or southwestern Milwaukee County or within Waukesha and Washington Counties. Routes may include extensions or enhancements to an existing route provided it meets the requirements stated herein. No monies provided in this CN03 shall be used to subsidize any existing route other than what is provided for in this agreement.

All routes established under this CN03 will be developed by COUNTY and will require approval by DEPARTMENT and COUNTY prior to initiation. All routes established under this CN03 are subject to review and revision or replacement in the event a route does not meet minimum ridership thresholds sufficient to support continued mitigation. DEPARTMENT shall determine whether ridership is sufficient to continue route funding. Any such review and revision shall occur within two (2) years of establishment of a route.

To assist in establishing the routes DEPARTMENT will provide \$500,000 in funds for COUNTY to publicize the route(s). Funds for purposes of publicizing may be subcontracted by COUNTY provided COUNTY's subcontractor meets all State and Federal requirements for use of highway funds.

The COUNTY will provide the following:

- Route 279 - Menomonee Falls Industrial Park Shuttle: The shuttle service between Milwaukee and Menomonee Falls provides enhanced service to connect job sites and workers. Route 279 is shown in Exhibit A.
- Route 6 - New Berlin Industrial Park Express: The express service between New Berlin and Milwaukee provides enhanced service to connect job sites and workers between New Berlin and Milwaukee along Moorland Rd, Bluemound Rd, Mayfair Rd, and Capitol Dr. Route 6 is shown in Exhibit A.
- Route 61 - Appleton - Keefe: The local service between Milwaukee and Germantown provides enhanced service to connect job sites and workers between Germantown and Milwaukee along Appleton Ave. Route 61 is shown in Exhibit B.
- Additional New Service - The DEPARTMENT will continue coordination with the plaintiffs and COUNTY to identify additional routes for implementation. Additional services must be agreed to by the DEPARTMENT in conjunction with the plaintiff.
- Project Planning and Marketing - The COUNTY will continue coordination with the DEPARTMENT and plaintiffs to plan additional routes for implementation. The COUNTY will market the new service as appropriate.

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 affected municipalities and counties.

FARES

Riders for all routes or enhanced routes established under this CN03 shall include fare payment by all riders 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 and no offset to revenues collected by COUNTY for the routes shall be required.

SERVICE REVISIONS

The DEPARTMENT and COUNTY shall work cooperatively to identify any desired service revisions, eliminations, or additions however all decisions on permanent route changes shall be made by the DEPARTMENT. 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.

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 only 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 and publicity of routes under this agreement will not exceed **\$3,375,000** as outlined in Attachment A: Milwaukee County Transit System Cost Estimate. The agreement will not exceed a maximum total of **\$3,375,000**. 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.

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 Road
2nd Floor
Wauwatosa, WI 53226
(414) 257-5952
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: 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:

DocuSigned by:
 Rick Norris
 4/20/2016
 APPROVED _____ Date
 Community Bus. Dev. Partners
 rick.norris@milwaukeecountywi.gov

Approved as to Execution
 DocuSigned by:
 Paul D. Englitsch
 4/21/2016
 APPROVED _____ Date
 Corporation Counsel
 corpcounselsignature@milwcnty.com

Pursuant to 59.255(2)(3) Wisconsin Statutes
 DocuSigned by:
 [Signature]
 4/21/2016
 APPROVED _____ Date
 Comptroller
 comptrollersignature@milwaukeecountywi.gov

DocuSigned by:
 Brian Dranzik
 4/21/2016
 APPROVED _____ Date
 Director, Department of Transportation
 brian.dranzik@milwaukeecountywi.gov

Pursuant to 59.17(2)(b)(4) Wisconsin Statutes
 DocuSigned by:
 [Signature]
 4/22/2016
 APPROVED _____ Date
 County Executive
 cable@milwcnty.com

Pursuant to 59.42(2)(b)(5) Wisconsin Statutes
 APPROVED _____ Date
 Corporate Counsel
 corpcounselsignature@milwcnty.com

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. 1060-50-94
 CONTRACT NO. 03
 2016 - 2017 (Fiscal Year 2017) Traffic Mitigation

Local and Flyer Service

Route Number	Route Name	Days per Week	Service Type	Total
279	Menomonee Falls Industrial Park Shuttle	5	Shift Times*	\$268,800
6	New Berlin Industrial Park Express	7	Shift Times*	\$721,000
61	Appleton - Keefe	7	Local service	\$1,885,200
			Subtotal	\$2,875,000

*Standard shift times are 5 AM - 9 AM, 2 PM - 6 PM & 9 PM - 1 AM

Service Cost: \$2,875,000

Marketing Cost: \$500,000

Total Contract Cost: \$3,375,000

Exhibit A:
Milwaukee County Transit System Cost Estimate
State Project I.D. 1060-50-94
CONTRACT NO. 03
2016 - 2017 (Fiscal Year 2017) Traffic Mitigation

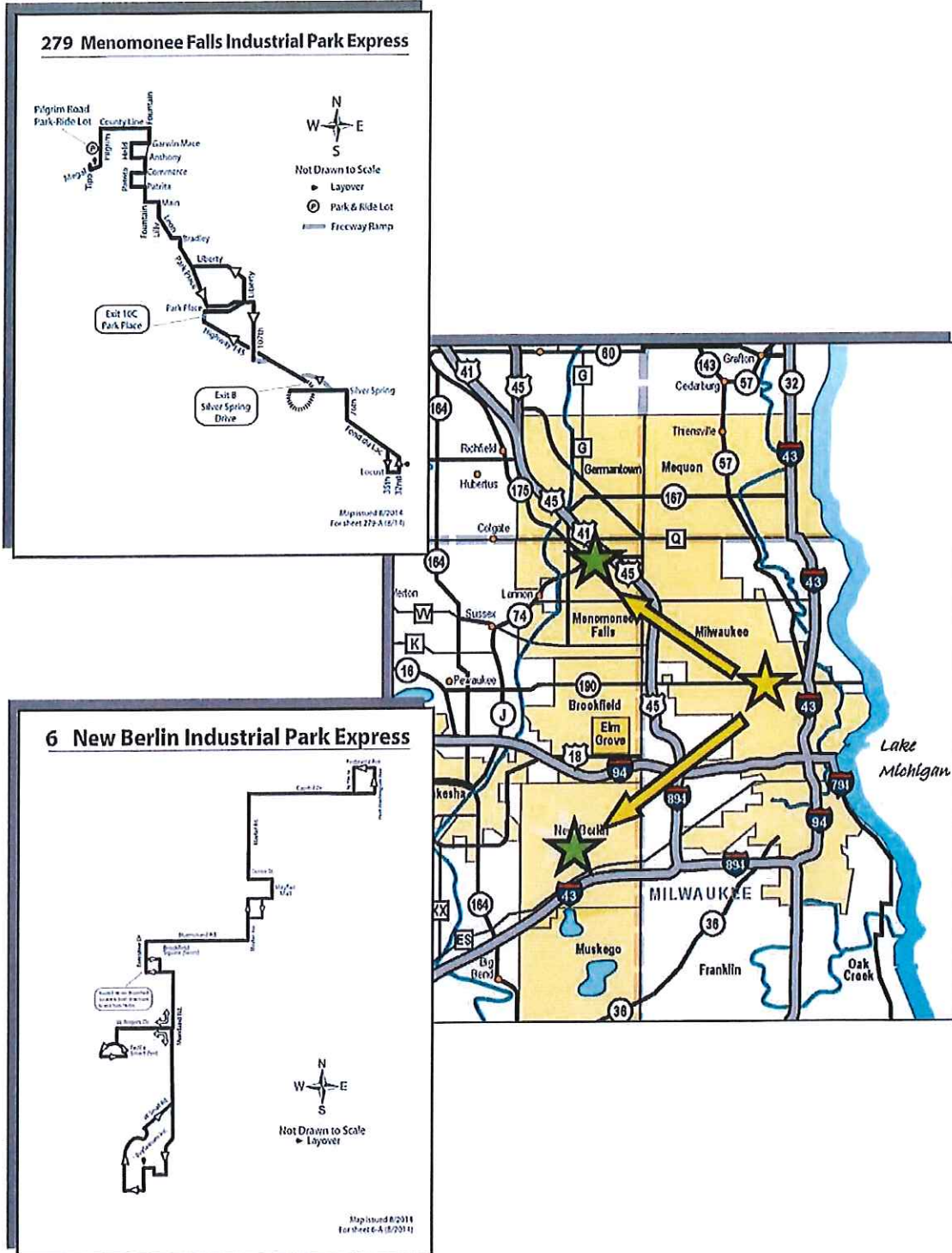
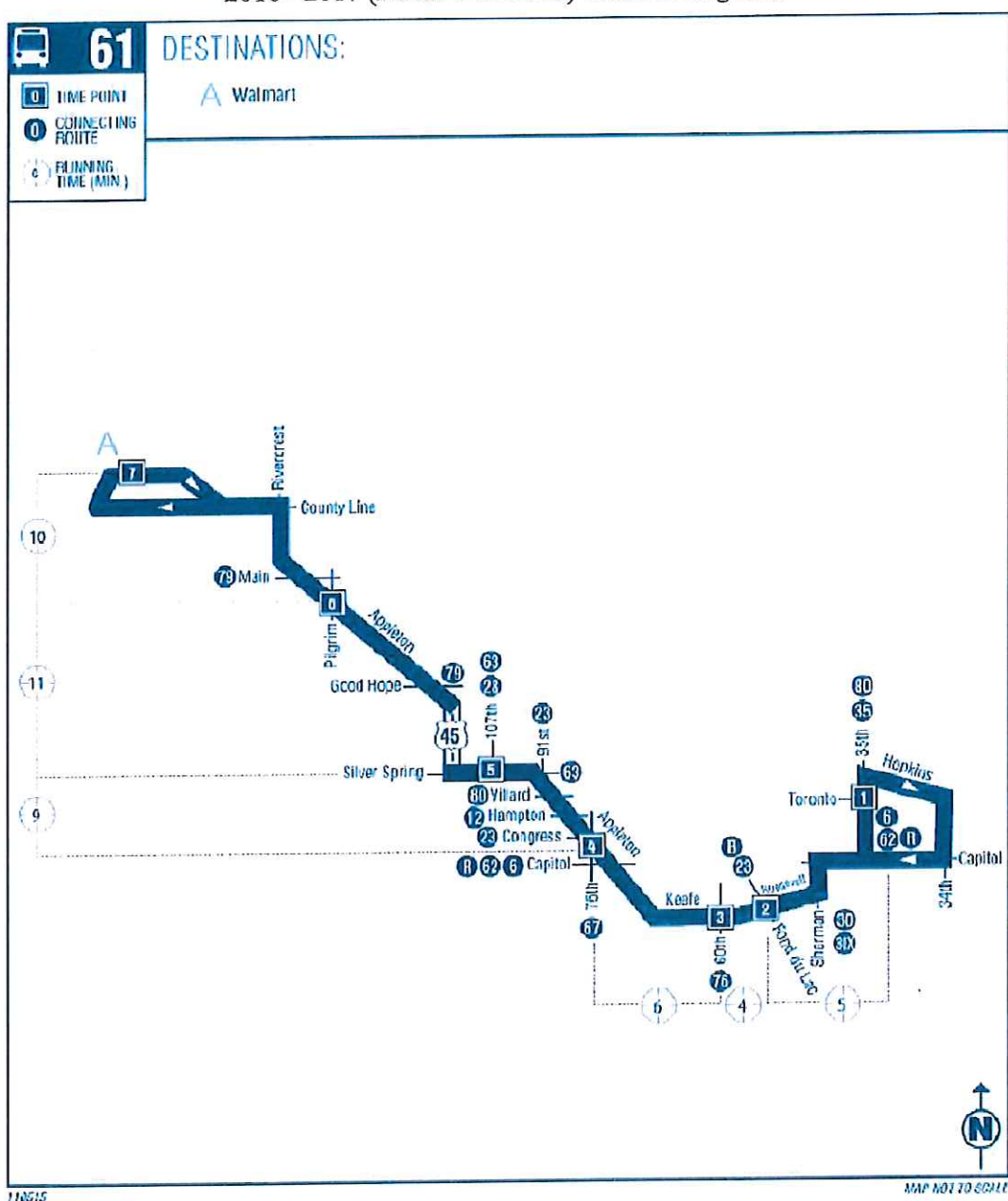


Exhibit B:
Milwaukee County Transit System Cost Estimate
State Project I.D. 1060-50-94
CONTRACT NO. 03
2016 - 2017 (Fiscal Year 2017) Traffic Mitigation



CONTRACT FORM 1884 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		
	Preliminary	X	Final

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:	TOTAL CONTRACT
	begin date end date	(IN MONTHS)	DOLLAR CHANGE	AMOUNT
	07/01/16 07/30/17	12		#####

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
2016/17		0083	560	5605			8201				#####

PURPOSE OF CONTRACT

This is a contract being entered into between Milwaukee County and WisDOT for the purpose of operating transit services during the Zoo interchange litigation settlement. Execution of this contract will allow Milwaukee County to realize \$2,875,000 in revenue from the State of Wisconsin. There is no budgetary fiscal impact from approval of this contract as the expenditures and revenues were included in the 2016 Operating Budget for Org. Unit 5600 Transit/Paratransit, or will be included in the 2017 budget. This is simply recognition of actual revenue in support of the program, 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.

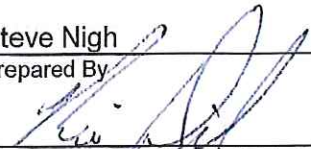
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____ Board approval will be requested May 2016 cycle

Was Contract fully executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO


Steve Nigh 

Prepared By _____ Date

Signature of County Administrator _____ Date _____

Senior Manager Grants Development

Title _____



Title _____

Certificate Of Completion

Envelope Id: FD9E2D51B14747E4B7084340C0F2488B

Status: Sent

Subject: Please DocuSign: 2016-2017 Traffic Mitigation WisDOT Cntrt 3.pdf

Source Envelope:

Document Pages: 10

Signatures: 5

Envelope Originator:

Certificate Pages: 2

Initials: 0

Judith Pingel

AutoNav: Enabled

901 N 9th St

Envelopeld Stamping: Enabled

Ste 301

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53233

judith.pingel@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Judith Pingel

Location: DocuSign

4/20/2016 9:39:12 AM

judith.pingel@milwaukeecountywi.gov

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 via DocuSign
ID:

Signature

DocuSigned by:

Rick Norris
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Paul D. Kuglitsch

corp counsellsignature@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

Paul D. Kuglitsch
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Scott B. Manske

comptrollerssignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

Scott B. Manske
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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:

DocuSigned by:

Brian Dranzik
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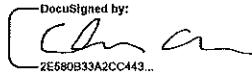
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Signer Events

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

Signature

Using IP Address: 204.194.251.5

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

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