

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

State Project I.D. 1060-50-94
CONTRACT NO. 01
2014-2015 (Fiscal Year 2014) 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. (MTS) 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 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 01 (CN01) will provide \$2,875,000 for purposes of traffic mitigation in the form of transit route support during the construction of the PROJECT in Wisconsin fiscal year 2014. Funds provided under this CN01 may only be used for establishment of one or more new freeway flyer, business park flyer, 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 CN01 shall be used to subsidize any existing route other than what is provided for in this agreement.

All routes established under this CN01 will be developed by COUNTY and will require approval by DEPARTMENT and COUNTY prior to initiation. All routes established under this CN01 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 Express: Starting on August 24th, 2014, the county will begin new express service between Milwaukee and Menomonee Falls. The route will provide enhanced service to connect job sites and workers between Menomonee Falls and Milwaukee. The new service will follow Fond du Lac Ave. between Menomonee Falls and Milwaukee. The new service is attached as Exhibit A.
- 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 CN01 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 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 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
2711 W. Wells Street, Room 300
Milwaukee, WI 53208
(414) 278-4952
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.

APPROVED _____
For the Milwaukee County Department of Transportation Date

APPROVED _____
For Milwaukee County Risk Management Date

APPROVED _____
For Milwaukee County Corporation Counsel Date

APPROVED _____
For Milwaukee County Comptroller Date

APPROVED _____
For Milwaukee County Executive Date

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. 01
2014-2015 (Fiscal Year 2014) Traffic Mitigation

Local and Flyer Service

Route Number	Route Name	Days per Week	Hours Per Day	Total
279	Menomonee Falls Industrial Park Express	7	Shift Times*	\$668,300
TBD	Under Development	TBD	TBD	\$2,206,700
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

