

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

State Project I.D. 1060-50-94
CONTRACT NO. 04
2017 – 2018 (Fiscal Year 2018) 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 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 04 (CN04) will provide **\$3,375,000** for purposes of traffic mitigation in the form of transit routes (\$2,875,000) and publicity (\$500,000) of routes during the construction of the PROJECT in Wisconsin Fiscal Year 2018 from July 1st, 2017 to June 30th, 2018.

Routes (\$2,875,000): Funds provided under CN04 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 CN04 shall be used to subsidize any existing route other than what is provided for in this agreement. All routes established under CN04 will be developed by COUNTY and will require approval by DEPARTMENT and COUNTY prior to initiation. All routes established under CN04 are subject to review and revision or replacement in the event a route does not meet minimum ridership thresholds sufficient to support continued mitigation.

Publicity (\$500,000): To assist in establishing the routes DEPARTMENT will provide 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 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. 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.

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 CN04 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

Dan Basile
Chief Operating Officer
Milwaukee Transport Services, Inc.
1942 N. 17th Street
Milwaukee, WI 53205
(414) 937-3208
dbasile@mcts.org

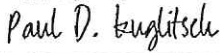
Notice to the Department: Chris Hager, PE
Work Zone Transportation Management Plan Lead
Zoo Interchange Project
WisDOT SE Region - Southeast Freeways PDS
141 NW Barstow
Waukesha, WI 53187-0798
(262) 521-4433
christopher.hager@dot.wi.gov

Signatures:

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


COUNTY OF MILWAUKEE

Approved as to Execution


DocuSigned by:
 2/9/2017
2BE87A71B2AE4E5
Corporation Counsel Date

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

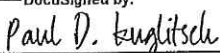
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Comptroller Date

DocuSigned by:
 2/9/2017
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Director, Dept of Transportation Date

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

DocuSigned by:
 2/9/2017
2E580B3342CC443...
County Executive Date

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

DocuSigned by:
 2/10/2017
2BE87A71B2AE4E5
Corporation Counsel 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. 04
 2017 - 2018 (Fiscal Year 2018)

Local Service

Route Number	Route Name	Days per Week	Service Type	Total
6	New Berlin Industrial Park Express	7	Times* Local	\$774,700
61	Appleton - Keefe	7	Local	\$2,100,300
			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. 04
2017 - 2018 (Fiscal Year 2018)

<h1 style="font-size: 8em; margin: 0;">6</h1> <h2 style="margin: 0;">New Berlin Industrial Park Express</h2>	 <p>Effective Date: August 28, 2016</p> 
<p>Serving: NEW BERLIN INDUSTRIAL PARK</p>	<p>Service Hours: Weekdays 3:00 AM - 1:03 AM</p> <p>Saturdays 3:00 AM - 1:03 AM</p> <p>Sundays Holidays* 3:00 AM - 1:03 AM</p>
<p>Sponsored by MICH / Black Health Coalition of Wisconsin</p>	
<p>Help us save a tree and save paper, please only take ONE timetable. For the most up-to-date route, schedule and fare information, visit:</p> <p>RideMCTS.com 414-344-6711</p>	
<p>*Holidays are: New Year's Day Memorial Day Fourth of July Labor Day Thanksgiving Christmas</p>	
<p><i>Information subject to change without notice.</i>  Please recycle</p>	

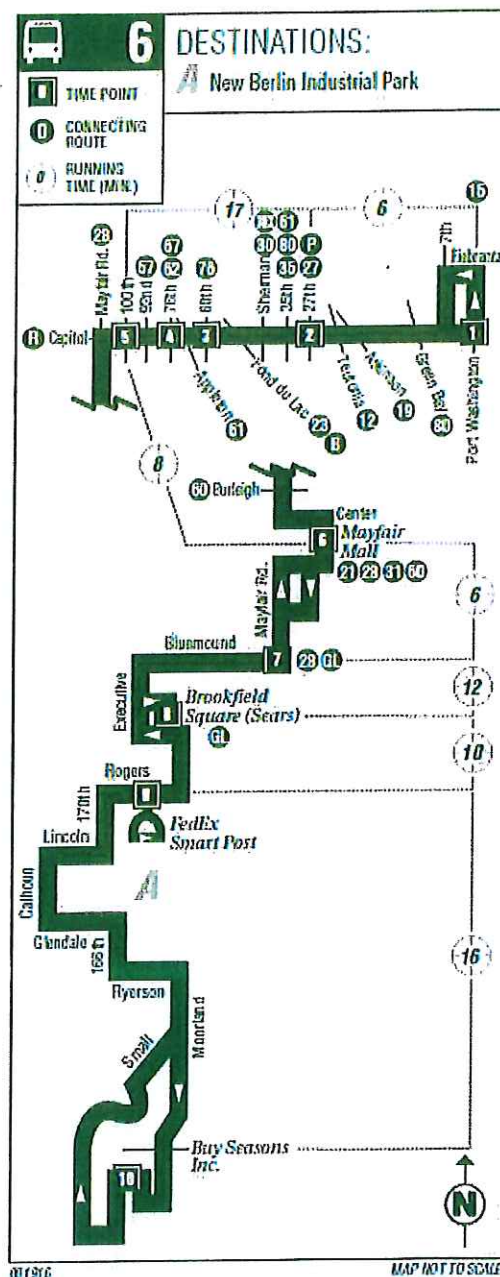
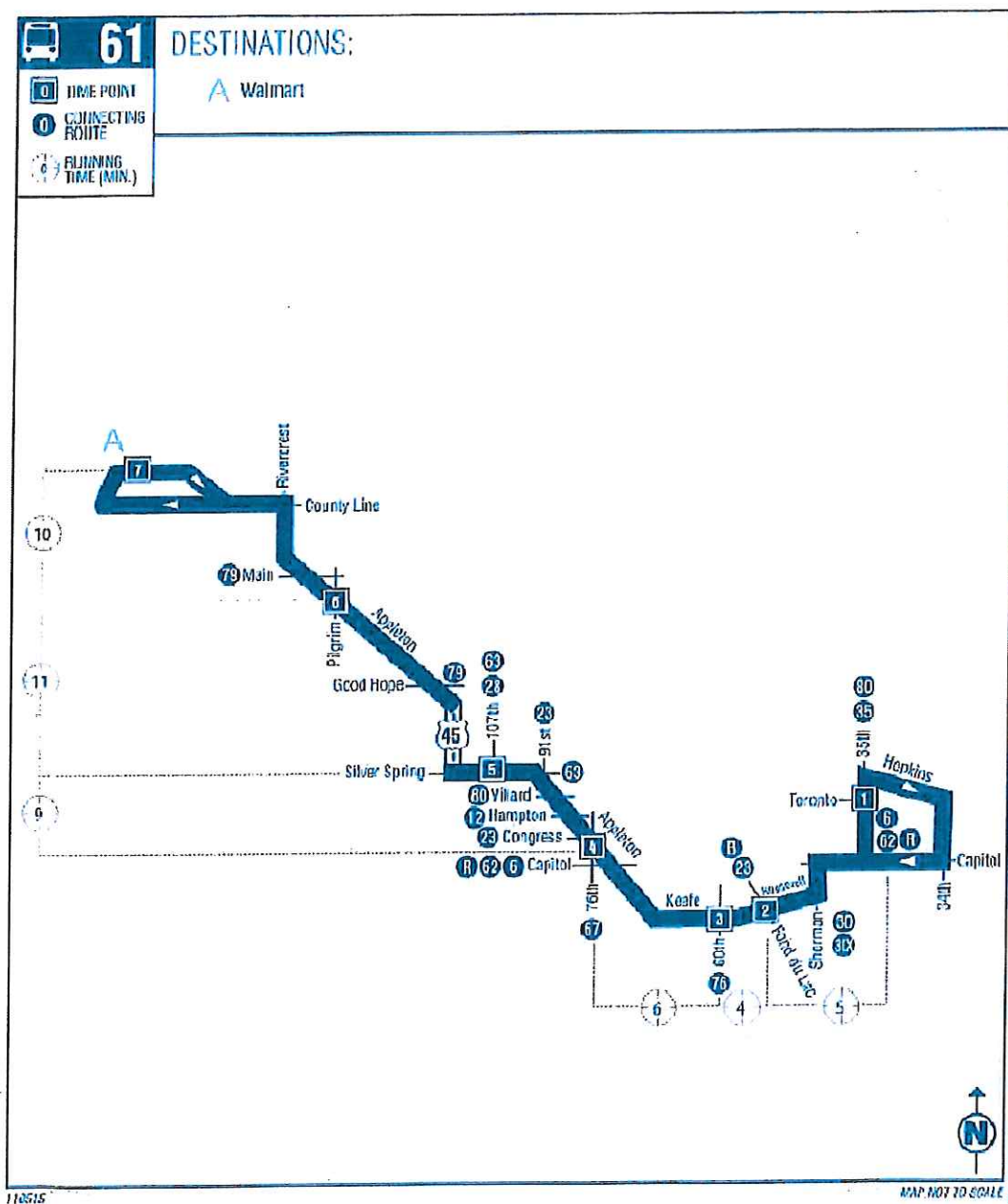


Exhibit B:
Milwaukee County Transit System Cost Estimate
 State Project I.D. 1060-50-94
 CONTRACT NO. 04
 2017 - 2018 (Fiscal Year 2018)



Certificate Of Completion

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Subject: Please DocuSign: Contract 4 2017-2018 Fiscal 2018 Traffic Mitigation Zoo Interchange.pdf

Source Envelope:

Document Pages: 9

Supplemental Document Pages: 0

Certificate Pages: 2

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Signatures: 5

Initials: 0

Payments: 0

Status: Completed

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

Status: Original

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Holder: Judith Pingel

judith.pingel@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Paul D. Kuglitsch

corpcounselsignature@milwcnty.com

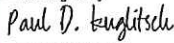
Deputy Corporation Counsel

Milwaukee County

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Signature

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Scott B. Manske

comptrollerssignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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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:
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Chris Abele


cabele@milwcnty.com

County Executive

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
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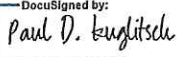
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Signer Events

Paul D. Kuglitsch
corpcounselsignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
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