

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		
	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		1060	50 94

NAME OF VENDOR	ADDRESS
State of Wisconsin Dept of Transportation	4822 Madison Yards Way, 6th Floor
	PO Box 7913
	Madison, WI 53707

TAX I.D. NO.	EFFECTIVE DATES:		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	begin date	end date	6		\$ 1,650,000.00
	07/01/18	12/31/18			

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
2018		0083	560	5605			8201				\$ 1,650,000.00

PURPOSE OF CONTRACT

This is a contract being entered into between Milwaukee County and WisDOT to continue operating transit services during the Zoo Interchange litigation settlement. Execution of this contract will allow Milwaukee County to realize \$1,650,000 in revenue from the State of Wisconsin for marketing and transit service provided. There is no budgetary fiscal impact from approval of this contract as the expenditures and revenues were included in the 2018 Operating Budget for Org. Unit 5600 Transit/Paratransit. 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 and marketing is purchased through Org 5605 Objects 8201 and 8499.

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? MCCGO 56.06(1) and 2018 adopted budget

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	04/18/18
Prepared By	Date
	4/19/18
Signature of County Administrator	Date

Sr. Manager Grants Development, MCDOT	
Title	
Interim Director, Department of Transportation	
Title	

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

State Project I.D. 1060-50-94
CONTRACT NO. 05
2018 (Fiscal Year 2019) 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 05 (CN05) will provide \$1,650,000 for purposes of traffic mitigation in the form of transit routes (\$1,300,000) and marketing (\$350,000) during the construction of the PROJECT in Wisconsin Fiscal Year 2019 from July 1st, 2018 to December 31st, 2018.

Routes (\$1,300,000): Funds provided under CN05 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 CN05 shall be used to subsidize any existing route other than what is provided for in this agreement. All routes established under CN05 will be developed by COUNTY and will require approval by DEPARTMENT and COUNTY prior to initiation. All routes established under CN05 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 (\$350,000): To assist in publicizing the routes the COUNTY will utilize marketing funds from FY 2018 CN05. 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.

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 CN05 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 \$1,650,000 as outlined in Attachment A: Milwaukee County Transit System Cost Estimate. The agreement will not exceed a maximum total of \$1,650,000. 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: Julie Esch
Interim Director
Milwaukee County Department of Transportation
10320 W. Watertown Plank Road 2nd Floor
Wauwatosa, WI 53226
(414) 257 - 5992
julie.esch@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:
Paul D. Kuglitsch 5/2/2018
Corporation Counsel Date

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

DocuSigned by:
[Signature] 5/2/2018
Comptroller Date

DocuSigned by:
[Signature] 5/2/2018
Interim Director, Dept of Transportation Date

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

DocuSigned by:
[Signature] 5/8/2018
County Executive Date

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

DocuSigned by:
Paul D. Kuglitsch 5/9/2018
Corporation Counsel Date

APPROVED _____ Date
For the Wisconsin Department of Transportation

APPROVED _____ Date
Governor, State of Wisconsin

Attachment A:
Milwaukee County Transit System Cost Estimate
 State Project I.D. 1060-50-94
 CONTRACT NO. 05
 2018 (Fiscal Year 2019)

Local Service

Route Number	Route Name	Days per Week	Service Type	Total
6	New Berlin Industrial Park Express	7	Times* Local	\$400,000
61	Appleton - Keefe	7	Local	\$900,000
			Subtotal	\$1,300,000
*Standard shift times are 5 AM - 9 AM, 2 PM - 6 PM & 9 PM - 1 AM				

Service Cost: \$1,300,000

Marketing Cost: \$350,000

Total Contract Cost: \$1,650,000

Exhibit A:
Milwaukee County Transit System Cost Estimate
 State Project I.D. 1060-50-94
 CONTRACT NO. 05
 2018 (Fiscal Year 2019)

6
New Berlin Industrial Park Express

Serving:
 NEW BERLIN INDUSTRIAL PARK



Effective Date:
August 28, 2016



Service Hours:
Weekdays
 3:00 AM - 1:03 AM
Saturdays
 3:00 AM - 1:03 AM
Sundays
Holidays*
 3:00 AM - 1:03 AM

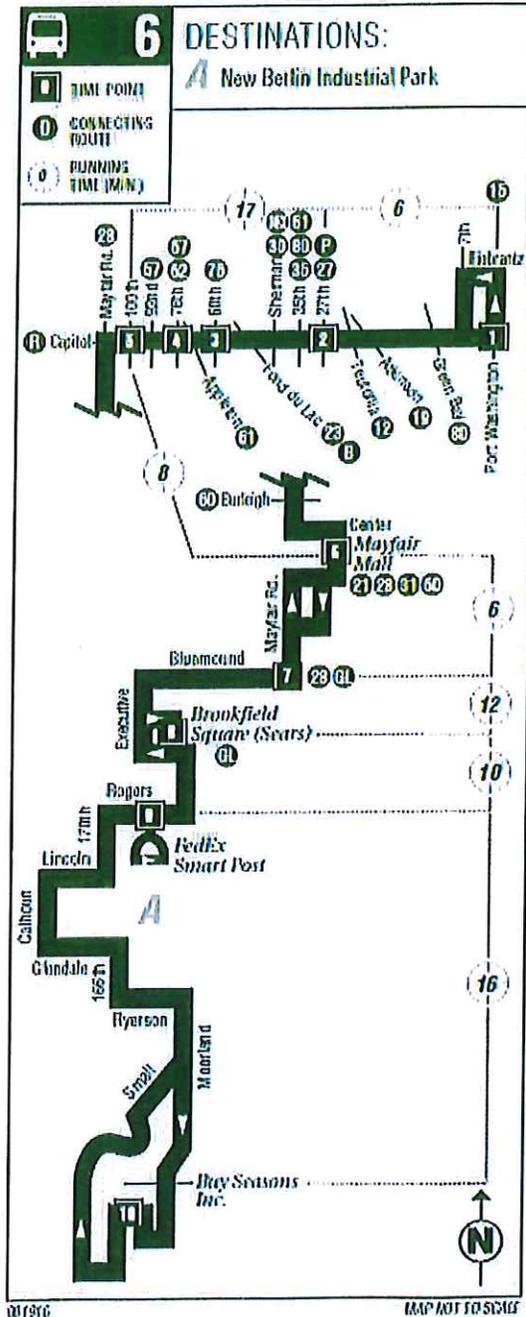
Sponsored by MICAH / Black Health Coalition of Wisconsin

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:

RideMCTS.com
414-344-6711

*Holidays are:
 New Year's Day
 Memorial Day
 Fourth of July
 Labor Day
 Thanksgiving
 Christmas

Information subject to change without notice. ♻️ Please recycle



Certificate of Completion

Envelope Id: 220FF716D98C4C66A23E5BC36AE2B1AF
 Subject: Please DocuSign: 2018 Contract 05 Traffic Mitigation Zoo Interchange Project.pdf
 Source Envelope:
 Document Pages: 9
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Judith Pingel
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 judith.pingel@milwaukeecountywi.gov
 IP Address: 204.194.251.5

Record Tracking

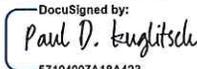
Status: Original
 4/20/2018
 Holder: Judith Pingel
 judith.pingel@milwaukeecountywi.gov
 Location: DocuSign

Signer Events

Signature

Timestamp

Paul D. Kuglitsch
 corpcounsilsignature@milwaukeecountywi.gov
 Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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 Using IP Address: 108.171.131.170

Sent: 4/20/2018
 Resent: 4/26/2018
 Viewed: 5/2/2018
 Signed: 5/2/2018

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Scott Manske - Comptroller
 comptrollersignature@milwaukeecountywi.gov
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

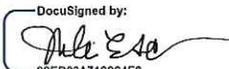
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Electronic Record and Signature Disclosure:
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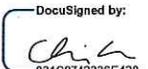
Julie Esch, Interim Director, MCDOT
 julie.esch@milwaukeecountywi.gov
 Director of Operations - DAS
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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 Using IP Address: 107.77.207.156
 Signed using mobile

Sent: 5/2/2018
 Viewed: 5/2/2018
 Signed: 5/2/2018

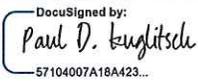
Electronic Record and Signature Disclosure:
 Accepted: 5/2/2014
 ID: 29bacf9d-55cd-44b5-929b-6daf951fc6ac

Chris Abele, County Executive
 cexsignature@milwaukeecountywi.gov
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 831C9742336E428...
 Using IP Address: 23.25.196.77
 Signed using mobile

Sent: 5/2/2018
 Viewed: 5/8/2018
 Signed: 5/8/2018

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Using IP Address: 204.194.251.5	Sent: 5/8/2018 Viewed: 5/9/2018 Signed: 5/9/2018

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/8/2018
Certified Delivered	Security Checked	5/9/2018
Signing Complete	Security Checked	5/9/2018
Completed	Security Checked	5/9/2018

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.