

Memorandum of Understanding (MOU)
Between the
City of Milwaukee and the
Wisconsin Department of Transportation (WisDOT) ("The Parties")
For
The I-94 North-South Corridor Project

The purpose of this memorandum of understanding (the "MOU") is to document the agreements in principle made between the Parties. In Milwaukee, the project spans an area along I-94 from the southerly City limits to the Howard Avenue Interchange (north limit), an area along I-894 from 35th Street (west limit) to the Mitchell Interchange and the along Airport Spur from I-94 to Howell Avenue .

Both Parties agree to continue to work together and cooperate to minimize the financial impact to the Citizens of Wisconsin. The Parties agree to meet regularly during the project to eliminate utility impacts if possible and cost effectively relocate facilities where necessary. The Parties agree to freely exchange information and make the project a top priority within their respective organizations.

It is understood that this MOU is a "living" document and revisions will be made and noted as the project progresses, issues are identified and resolved.

Item 1 – Timing of Notices

The Parties agree that notices, including, but not limited to, Forms DT1077 and DT1078, will be issued at a mutually agreed upon date set by the Parties. This date will be set by the Parties during the regularly scheduled utility coordination meetings held on the project. It is anticipated that separate 1078 notices will be issued for each City of Milwaukee Departments work within the Project.

Item 2 – Placement of Utilities on Structures (Bridges)

The WisDOT agrees to allow existing City facilities to be reconstructed onto the new structures in accordance with the "Agreement for Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction" herein referred as the Municipal Agreement, for the following locations:

College Avenue @ I-94 (cable, conduit & lighting)
Grange Avenue @ I-94 (cable, conduit & lighting)
27th Street @ I-894 (cable, conduit & lighting)
20th Street @ I-894 (cable, conduit & lighting)
Layton Avenue @ I-94 (cable, conduit & lighting)

The City will provide detailed information at each structure crossing including operating pressures, weights, location and type of facilities it would like to place on the structure. The

Parties will mutually agree on the location and details (hangers, lighting standards, etc.) for each facility crossing to be placed on a new structure.

Item 3 – City Utility Relocation Activities

The Parties agree to work towards relocating as many of the utility conflicts as practical prior to the I-94 North-South Corridor reconstruction activities. During the relocation process, the Parties agree to use their best efforts to coordinate the WisDOT contract awards with the utility relocation schedules. The WisDOT agrees to allow The City, in accordance with the Municipal Agreement, to include mutually agreed upon relocation activities in the WisDOT interchange reconstruction contracts. The design and construction activities will be accomplished in a mutually agree upon manner.

The purpose of this is to allow the interchange reconstruction contractor to control as much as possible the schedule of all the activities that are associated with their work area.

Item 4. Liability

Either Party proposing to make adjustments to facilities on roadways within the limits shown in the attached table, shall be required to request layouts of underground structures and facilities from the other Party before performing work on such a nature that may cause damage to existing underground structures or facilities. The proposing Party shall be required to take precautionary measures to avoid damage to such underground structures and facilities. The other Party shall supply the requesting Party with a complete record of the existing underground structures and facilities and any changes or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damage arising from the alleged malfunctioning of a facility, the Parties have the following mutual understandings. WisDOT acknowledges that if the law makes its officers or employees liable, the State will indemnify its officers and employees acting within the scope of their employment as required by Wis. Stat. 895.46(1)(a). 78 OAG 1 (1989). The City acknowledges that if the law makes the City responsible by reason of the insufficiency or want of repairs of any highway which the City is bound to keep in repair, the City will pay the damages in accordance with Wis. Stat. 81.15. The Parties agree that each is responsible for maintenance activities, as indicated on the attached table. The Parties agree that WisDOT shall include in all of its construction contracts a requirement that the contractor and the contractor's insurer defend, indemnify and hold harmless the State, its officers and employees, and the City and its officers and employees, from all suits, actions, or claims of any character brought against them separately or jointly as specified in 107.12 of the WisDOT Supplemental Specifications for Highway and Structure Construction 2001 Edition.

Item 5 – Compensation

The Parties agree to use four Municipal Agreements to provide compensation to The City of Milwaukee for the relocation of utilities. The City agrees to pay 10% of all design, construction and inspection costs associated with these relocations. The four entities shall be the City of Milwaukee Water, City of Milwaukee Sewer, City of Milwaukee Cable and City of Milwaukee Conduit. The municipal agreement shall be DT1575 "Agreement for

Payment for Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction". (Attached)

Federal and/or State transportation fund financing will be 100% participation in the costs of the following items:

1. The grading, base, pavement, and curb and gutter
2. Catch Basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main
3. Construction engineering incident to inspection and supervision of actual roadway construction work (excluding City utility relocation)
4. Signing and pavement marking
5. Storm sewer mains necessary for the surface water drainage within the project limits
6. Replacement of sidewalks and private driveways resulting from roadway construction
7. New installations or alteration resulting from roadway construction of standard City street lighting and traffic signals or devices. Costs for improvements to lighting, traffic signals and devices arising from Community Sensitive Design requirements, if any, in the 27th Street area shall be borne WisDOT and others.
8. Real Estate for the improvement
9. Engineering and state review services (excluding costs for design, construction and inspection of City utility relocations which shall be 10% compensable by City funds / 90% compensable by Federal - State funds)
10. Construction Mitigation (excluding costs for design, construction and inspection of City utility relocations)

The City of Milwaukee agrees to finance entirely any repair of damages to their roads or streets caused by reason of the City's use in hauling materials incident to the project. All haul roads proposed to be used by the WisDOT contractors, will be reviewed by the City of Milwaukee.

The WisDOT agrees to bear the entire cost of the repair of any damages to City roads or streets caused by reason of construction of the project.

Item 6 - Contaminated Soils

The Parties agree that in any circumstance where environmentally impacted soil is generated from a City of Milwaukee property as a result of work by WisDOT or its contractor, WisDOT shall profile, handle and transport such waste in a manner consistent with any and all applicable federal and state statutes and regulations.

Item 7 – Lengthening of Local Road Structures

The WisDOT anticipates that several local road structures over the freeway will need to be lengthened to accommodate construction of the project. The entire cost of lengthening these

structures is to be borne by the WisDOT. The following local road structures are anticipated to be lengthened:

W. College Avenue @ IH-94
W. Grange Avenue @ IH-94
W. Layton Avenue @ IH-94
S. 27th Street @ IH-894
S. 20th Street @ IH-894

Item 8 – Bolivar Avenue Realignment

Bolivar Avenue will be realigned east of S. 6th Street. A new intersection with S. 6th Street will be constructed.

Item 9 – Staging Areas During Construction

There are no construction staging areas anticipated to be purchased by the WisDOT within the City of Milwaukee limits for this project.

Item 10 - No Third –Party Beneficiary Rights

Nothing in this MOU accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this MOU.

Dated: _____

Dated: _____

Kevin Chesnik
Administrator
Wisconsin Department of Transportation

Jeffrey Mantes, P.E.
Commissioner of Public Works
City of Milwaukee

Dated: _____

Martin Morics
Comptroller
City of Milwaukee

I-94 North-South Corridor Project

Maintenance Agreement Table

Roadway	City of Milwaukee	DOT	Other	Remarks
I-94 (Southerly City Limits - Howard Ave.) & I-43/I-894 (35th - Mitchell Interchange) Freeway & Ramp O&M Freeway Bridges O&M Freeway Retaining Walls O&M Freeway Lighting O&M Freeway Lighting Energy Storm Sewer O&M Ramp Meter Signal O&M Ramp Meter Signal Energy		X X X X X X X		
W. College Avenue (13th - 20th St.) Bridge O&M Deck Drain Maintenance Bridge Aesthetic Maintenance Ramp Signal O&M Ramp Signal Energy Ramp Lighting O&M Ramp Lighting Energy Underdeck Lighting O&M Underdeck Lighting Energy		X X X X X X X X		Milwaukee County
Roadway / Sidewalk O&M Roadway Signal O&M Roadway Signal Energy Roadway Lighting O&M Roadway Lighting Energy Storm Sewer O&M	X X		X X X	Milwaukee County Milwaukee County Milwaukee County
W. Ramsey Avenue (13th - 20th St.) Bridge O&M Deck Drain Maintenance Bridge Aesthetic Maintenance Underdeck Lighting O&M Underdeck Lighting Energy		X X X		
Roadway / Sidewalk O&M Roadway Signal O&M Roadway Signal Energy Roadway Lighting O&M Roadway Lighting Energy Storm Sewer O&M	X X X X X			

Airport Spur (I-94 – 14th Street)		X		
Roadway O&M		X		
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Underdeck Lighting O&M		X		
Underdeck Lighting Energy		X		
Ramp Signal O&M		X		
Ramp Signal Energy		X		
Road / Ramp Lighting O&M		X		
Road / Ramp Lighting Energy		X		
Storm Sewer O&M		X		
W. Grange Avenue (13th – 20th)		X		
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Underdeck Lighting O&M		X		
Underdeck Lighting Energy		X		
Roadway / Sidewalk O&M	X			
Roadway Signal O&M	X			
Roadway Signal Energy	X			
Roadway Lighting O&M	X			
Roadway Lighting Energy	X			
Storm Sewer O&M	X			
W. Edgerton Ave. (13th - 20th St.)		X		
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Underdeck Lighting O&M	X			
Underdeck Lighting Energy	X			
Roadway / Sidewalk O&M	X			
Roadway Signal O&M	X			
Roadway Signal Energy	X			
Roadway Lighting O&M	X			
Roadway Lighting Energy	X			
Storm Sewer O&M	X			
W. Layton Avenue (13th - 20th St.)		X		
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Ramp Signal O&M	X			
Ramp Signal Energy		X		
Ramp Lighting O&M		X		
Ramp Lighting Energy		X		

Underdeck Lighting O&M Underdeck Lighting Energy	X	X X		
Roadway/ Sidewalk O&M Roadway Signal O&M Roadway Signal Energy Roadway Lighting O&M Roadway Lighting Energy Storm Sewer O&M	X X X X X			
S. 13th Street (Bottsford - Bolivar)				
Bridge O&M Deck Drain Maintenance Bridge Aesthetic Maintenance Underdeck Lighting O&M Underdeck Lighting Energy		X X X X		
Roadway/ Sidewalk O&M Roadway Lighting O&M Roadway Lighting Energy Storm Sewer O&M	X X X X			
S. 6th Street (Bolivar – Plainfield)				
Bridge O&M Deck Drain Maintenance Bridge Aesthetic Maintenance Underdeck Lighting O&M Underdeck Lighting Energy	X X	X X X		
Roadway/ Sidewalk O&M Roadway Signal O&M Roadway Signal Energy Roadway Lighting O&M Roadway Lighting Energy Storm Sewer O&M	X X X X X			
W. Howard Avenue (5th Pl – 3rd St)				
Bridge O&M Deck Drain Maintenance Bridge Aesthetic Maintenance Ramp Signal O&M Ramp Signal Energy Ramp Lighting O&M Ramp Lighting Energy Underdeck Lighting O&M Underdeck Lighting Energy	X	X X X X X X X X		
Roadway/ Sidewalk O&M Roadway Lighting O&M Roadway Lighting Energy	X X X			

Storm Sewer O&M	X			
S. 20th St. (Layton – Van Norman)				
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Underdeck Lighting O&M		X		
Underdeck Lighting Energy		X		
 Roadway/ Sidewalk O&M	X			
Roadway Signal O&M	X			
Roadway Signal Energy	X			
Roadway Lighting O&M	X			
Roadway Lighting Energy	X			
Storm Sewer O&M	X			
S. 27th Street (Barnard - Bolivar)				
Bridge O&M		X		
Deck Drain Maintenance		X		
Bridge Aesthetic Maintenance		X		
Ramp Signal O&M		X		
Ramp Signal Energy		X		
Ramp Lighting O&M		X		
Ramp Lighting Energy		X		
Underdeck Lighting O&M		X		
Underdeck Lighting Energy		X		
 Roadway/ Sidewalk O&M		X		
Roadway Signal O&M		X		
Roadway Signal Energy		X		
Roadway Lighting O&M	X			
Roadway Lighting Energy	X			
Storm Sewer O&M		X		
W. Layton Ave. (26th – E. Side 27th)				
Roadway/ Sidewalk O&M	X			
Roadway Lighting O&M	X			
Roadway Lighting Energy	X			
Storm Sewer O&M	X			