



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: 8/13/2018
 I.D.: 2984-09-07/97
 Road Name: Install traffic signal face, 12IN
 Limits: 72 Local Street Intersections
 County: Milwaukee
 Roadway Length: N/A

The signatory City of Milwaukee, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Current signal housings have 8-inch signal indications most without backplates. Additionally, 193 signal standards are too short and are not breakaway and located in the clear zone.

Proposed Improvement - Nature of work: Install 12-inch signal faces with backplates at 72 local intersections (See list on page 5). Signal standards that are too short will be replaced with taller breakaway units.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

Phase		Total Est. Cost	Federal/State Funds	%	Municipal Funds	%*
Preliminary Engineering:						
Plan Development	1	\$ 98,855	\$ 88,970	90%	\$ 9,886	10%
Participating						
Construction (LFA):	1	\$ 648,544	\$ 583,690	90%	\$ 64,854	10%
Non Participating		\$ 1,000	\$ -	0%	\$ 1,000	100%
Total Cost Distribution		\$ 748,400	\$ 672,660		\$ 75,740	

1 Federal funding maximum of \$88,970 for Design, and \$583,690 for Construction
 Costs in excess of this amount shall be the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Milwaukee (please sign in blue ink)		
Name	Title Commissioner of Public Works	Date
Signed for and in behalf of the City of Milwaukee (please sign in blue ink)		
Name	Title Comptroller	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title SE Region Planning Chief	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.

- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted.
- (a) Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of \$88,970 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
 - (b) Funding for construction: Construction is funded with 90% Federal funding up to a maximum of \$583,690 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.
 - (c) Funding for non-participating work including haul roads is funded 100% Municipal.

72 LOCAL STREET INTERSECTIONS

No.	Street1	Street2
1	Atkinson	7th
2	Atkinson	12th
3	Atkinson	16th
4	Bradford	Oakland
5	Burleigh	7th
6	Burleigh	8th
7	Burleigh	24th
8	Burleigh	27th
9	Burleigh	46th
10	Burleigh	51st
11	Burleigh	55th
12	Burleigh	84th
13	Burleigh	92nd
14	Burleigh	Dr. MLK Jr. Dr.
15	Burleigh	Holton
16	Burleigh	Lisbon
17	Burleigh	Meno. River Pkwy.
18	Center	7th
19	Center	8th
20	Center	16th
21	Center	27th
22	Center	51st
23	Center	55th
24	Center	68th
25	Center	84th
26	Center	92nd
27	Center	Dr. MLK Jr. Dr.
28	Center	Holton
29	Center	Lisbon/60th
30	Chambers	51st
31	Chambers	Hopkins
32	Cornell	Teutonia
33	Downer	Kenwood
34	Downer	Locust
35	Edgewood	Oakland
36	Florist	Teutonia
37	Fratney	Locust
38	Hartford	Maryland

No.	Street1	Street2
39	Hartford	Oakland
40	Holton	Wright
41	Hope	51st
42	Hope	Sherman
43	Hopkins	27th
44	Hopkins	Locust
45	Hopkins	Silver Spring/43rd
46	Hopkins	Townsend/24th Pl.
47	Hopkins	Villard
48	Keefe	8th
49	Keefe	12th
50	Keefe	16th
51	Kenwood	Maryland
52	Kenwood	Oakland
53	Lake	North
54	Locust	12th
55	Locust	24th
56	Locust	51st
57	Locust	Maryland
58	Locust	Newhall
59	Oakland	Park
60	Ruby	Teutonia
61	Sherman	Villard
62	Sherman	Wright
63	Silver Spring	27th
64	Silver Spring	35th
65	Silver Spring	37th
66	Silver Spring	51st
67	Townsend	27th
68	Townsend	35th
69	Villard	35th
70	Villard	37th
71	Wright	7th
72	Wright	8th