

**LOCAL/COUNTY AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

DATE: January 4, 2016  
ID: WH001182 (WISDOT ID 2216-02-70)  
HIGHWAY: W. Mill Rd. (CTH S)  
LIMITS: Intersection of W. Mill Rd. (CTH S) & N. 43<sup>rd</sup> St. (CTH G)

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Milwaukee, a municipal corporation.

The portion of W. Mill Rd. (CTH S) at the intersection of N. 43<sup>rd</sup> St. has been designated County Trunk Highway "S" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of intersection of CTH "S" and N. 43<sup>rd</sup> St. (CTH G), with construction anticipated to begin in 2016 in conjunction with the W. Mill Rd. (CTH S) roadway reconstruction project from N. 43<sup>rd</sup> St. to N. Sidney Pl. (Project No. WH010022/2216-01-70).

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County 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:**

The existing traffic signal at the intersection of W. Mill Rd. (CTH S) and N. 43<sup>rd</sup> St. (CTH G) is in need of upgrades to improve safety and this is the reason for this request.

**Proposed Improvement – Nature of work:**

The proposed improvement will include offsetting south, east and westbound directions to improve visibility in making left turn movements, installation of overhead traffic signals heads will be completed in all directions and median openings and driveways will be evaluated for improvement in access control.

The municipality is responsible for sharing the cost of the traffic signal items according to the current traffic signal agreement between Milwaukee County and the City of Milwaukee and will be included with the project designated as Category 0020.

**Project No. WH001182 (WISDOT ID 2216-02-70)  
 CTH S (W. Mill Rd.) & CTH G (N. 43<sup>rd</sup> St.) Intersection  
ESTIMATED COST SUMMARY\***

**CONSTRUCTION ESTIMATED COSTS (SEE TABLE BELOW):**

• **CATEGORY 0020- CITY OF MILWAUKEE TRAFFIC SIGNAL WORK**

Item No.	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Estimated Cost
<b>CATEGORY 0020- CITY OF MILWAUKEE TRAFFIC SIGNAL</b>					
VARIOUS	VARIOUS (Traffic Signal at Int. of CTH S & CTH G)	VARIOUS	VARIOUS	VARIOUS	\$15,000.00

**Total Estimated Construction Cost of Traffic Signal Work: \$15,000.00**  
 +15% Engineering & Contingency: \$2,250.00  
**Total City of Milwaukee (Category 0020) Estimated Project Costs: \$17,250.00**

\* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

**Signed for and on behalf of Milwaukee County:**

_____	Director, Department of Transportation (MCDOT)	_____
Signature	Title	Date
_____		
Brian Dranzik		
Name (Written Clearly)		

**Signed for and on behalf of the City of Milwaukee:**

_____	Commissioner of Public Works	_____
Signature	Title	Date
_____		
Ghassan A. Korban, P.E.		
Name (Written Clearly)		

**Signed for and on behalf of the City of Milwaukee:**

_____	Comptroller	_____
Signature	Title	Date
_____		
Martin Matson		
Name (Written Clearly)		

**-Terms and Conditions Begin on the Next Page-**

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
  - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
  - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
  - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
  - i. Installation of new sidewalk required for the project to meet funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
  - a. New installations of or alterations of sidewalks, sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
  - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
  - c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by Milwaukee County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
  - a. Prohibit angle parking.
  - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
  - d. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement as per the plan. The Municipality is to coordinate work with the construction contractor.

(End of Document)