

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: May 16, 2006

ID: 2984-76-00/70

Description: **LED Retrofit Project  
City Street locations**

County: Milwaukee

The signatory city, village, town or county, 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:**

High number of accidents attributed to poor visibility of traffic signal heads.

**Proposed Improvement - Nature of work:**

Install LED traffic signal heads at 130 specified intersections (See Attachment A) to improve visibility.

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds*	%	Municipal Funds	%
Design *	\$75,000	\$67,500	90%	\$7,500	10%
Construction*	\$675,000	\$607,500	90%	\$67,500	10%
<b>Total Cost Distribution*</b>	<b>\$750,000</b>	<b>\$675,000</b>		<b>\$75,000</b>	

**\*\* The federal participation shall be limited to \$67,500 for design and \$607,500 for construction. Costs in excess of this amount shall be your responsibility.**

This request is subject to the terms and conditions that follow (pages 2, 3 and Attachment A) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

<b>Signed for and on behalf of City of Milwaukee:</b>	
Signature	Title Commissioner of Public Works
Name (Written Clearly) Jeffrey J. Mantes	Date
Signature (Comptroller)	Title Comptroller
Name (Written Clearly) W. Martin Morics	Date

*-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 and State regulations.
2. The Municipality will 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. The Municipality's concurrence is required before award of the contracts for the improvement when the contracts exceed 5% of the estimate. The Municipality must also concur with contract modifications to contracts awarded by the State over \$25,000.00, unless the authorized representative of the State determines that a prompt change order is needed to preserve the work in progress, prevent extraordinary damage, avoid unreasonable and costly delay, or other extraordinary condition of necessity, safety or emergency exists. The authorized representative of the State shall provide notice of the prompt change order to the Municipality or its authorized representative as soon as practicable thereafter and the Municipality shall pay its share of the prompt change order cost.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Preliminary engineering and State review services.
  - b. The grading, base, pavement, and curb and gutter.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incidental to inspection and supervision of actual construction work.
  - e. Signing and pavement marking, including detour routes.
  - f. Storm sewer mains necessary for the surface water drainage.
  - g. Construction or replacement of sidewalks and surfacing of private driveways.
  - h. New installations or alteration of street lighting and traffic signals or devices.
  - i. Real Estate for the improvement, if required
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 State) 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. Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
  - c. Conditioning, if required, and maintenance of detour routes.

- d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  - e. Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for and agrees to pay 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 and the Municipality agrees to pay any required reimbursement to the State.
  6. If the Municipality should withdraw from the project, it will reimburse the State for any costs incurred by the State on 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 will 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 will make ample provision for such maintenance each year.
    - b. Prohibit angle parking.
    - c. Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
    - d. Regulate and prohibit parking at all times in the vicinity of the proposed improvements during their construction.
    - e. Assume general responsibility for all public information and public relations for the project and to make fitting 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.
    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above.*
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
10. Basis for local participation: 90% Federal; balance by Municipality, as specified Surface Transportation Program—(H.E.S.) Safety regulations. **Federal participation shall be limited to \$67,500 for design and \$607,500 for construction. Costs in excess of this amount shall be your responsibility.**

(End of Document)

## City Street Locations - LED Retrofit - HES Grant #3

Revised 9/6/06

1. Atkinson & 16th
2. Atkinson & Congress & 27th
3. Atkinson & Dr. MLK & Keefe
4. Bradley & 107th
5. Bradley & 51st
6. Bradley & 60th
7. Brady & Humboldt
8. Broadway & Knapp
9. Buffalo & Water
10. Calumet & 91st
11. Canal & 6th St Viaduct
12. Cass & Wisconsin
13. Chicago & Water
14. Clarke & Dr. MLK
15. Clybourn & 22nd
16. Clybourn & 26th
17. Clybourn & 35th
18. Clybourn & 4th
19. Clybourn & Plankinton
20. Concordia & Dr. MLK & Green Bay
21. Congress & 51st
22. Congress & 92nd
23. Congress & Sherman
24. Custer & 60th
25. Custer & Sherman
26. Douglas & Sherman
27. Downer & Hartford
28. Dr. MLK & Port Washington
29. Edgewood & Oaklan
30. Florist & 60th
31. Florist & Sherman
32. Fond du Lac & Grantosa
33. Fond du Lac & Metro & 107th
34. Fond Du Lac & Mill
35. Fond Du Lac & Silver Spring
36. Grantosa & Hampton
37. Greentree & 43rd
38. Greentree & 60th
39. Hampton & 22nd
40. Hampton & Lydell
41. Hampton & Santa Monica
42. Hawley & Wells
43. Highland & 4th
44. Highland & Old World 3rd
45. Highland & Vliet
46. Holt & 2nd
47. Holt & 6th
48. Hope & 27th
49. Hope & 51st
50. Hope & 60th
51. Hope & Sherman
52. Hopkins & Townsend
53. Howard & 6th
54. Howard & Pine
55. Howard & Whitnall
56. Howell & Lincoln
57. Howell & Morgan
58. Humboldt & Keefe
59. Jackson & Kilbourn
60. Jefferson & Mason
61. Jefferson & Wisconsin
62. Juneau & 35th
63. Juneau & 4th
64. Juneau & Milwaukee
66. Keefe & 12th
67. Keefe & 16th
68. Keefe & 60th
69. Keefe & 8th
70. Keefe & Port Washington Rd.
71. Kilbourn & 4th
72. Kilbourn & Old World 3rd
73. Kilbourn & Plankinton
74. KK River Pkwy & 43rd
75. Knapp & Milwaukee
76. Knapp & Water
77. Lakefield & 35th
78. Lakefield & Morgan
79. Layton & 13th
80. Layton Blvd & Scott
81. Lincoln & 1st
82. Lincoln & 31st
83. Lincoln & 43rd
84. Lincoln & 4th
85. Lisbon & 84th
86. Lisbon & 92nd
87. Mason & Prospect
88. Mason & Water
89. McKinley & 4th
90. McKinley & Old World Third
91. Michigan & 2nd
92. Michigan & 3rd
93. Michigan & 5th
94. Michigan & 6th
95. Mill & Sherman
96. Milwaukee & Ogden
97. Mt. Vernon & 35th
98. Ogden & Van Buren
99. Old World 3rd & Wisconsin
100. Park Place & 107th
101. Pittsburgh & 2nd
102. Plankinton & Wisconsin
103. Roosevelt & Sherman
104. Roosevelt & Townsend & 51st
105. Sherman & Townsend
106. Silver Spring & 72nd
107. State & 20th
108. State & 37th & Linden Pl
109. State & 40th & 41st
110. State & 46th
111. Vienna & 27th
112. Villard & 37th
113. Villard & 51st
114. Villard & 64th
115. Vliet & 13th
116. Vliet & 17th
117. Vliet & 24th
118. Vliet & 33rd
119. Vliet & 47th
120. Vliet & 60th
121. Walnut & 4th
122. Wells & 24th
123. Wisconsin & 12th
124. Wisconsin & 13th
125. Wisconsin & 16th
126. Wisconsin & 19th
127. Wisconsin & 24th
128. Wisconsin & 26th
129. Wisconsin & 32nd
130. Wisconsin & 4th
131. Wisconsin & 5th

**STATE/MUNICIPAL AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

Date: August 30, 2006  
 ID: 2984-06-07/77  
 Description: LED Retrofit Project  
 City Street locations  
 County: Milwaukee

The signatory city, village, town or county, 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:**

High number of accidents attributed to poor visibility of traffic signal heads.

**Proposed Improvement - Nature of work:**

Install LED traffic signal heads at 32 specified intersections (See Attachment A) to improve visibility.

The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Phase	Estimated Cost				
	Total Estimated Cost	Federal Funds*	%	Municipal Funds	%
Design *	\$20,000	\$18,000	90%	\$2,000	10%
Construction*	\$180,000	\$162,000	90%	\$18,000	10%
<b>Total Cost Distribution*</b>	<b>\$200,000</b>	<b>\$180,000</b>		<b>\$20,000</b>	

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

Signature	Title Commissioner of Public Works
Name (Written Clearly) Jeffrey J. Mantes	Date
Signature (Comptroller)	Title Comptroller
Name (Written Clearly) W. M. Morics	Date

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    - f. Provide complete plans, specifications, relocation order, real estate plat, and estimates, *except as provided in Paragraph 3 above*.
    - g. Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
  9. Basis for local participation: 90% Federal; balance by Municipality, as specified in Surface Transportation Program—(HSIP) Safety regulations. **Federal participation shall be limited to \$18,000 for design and \$162,000 for construction. Costs in excess of this amount shall be your responsibility.**

(End of Document)

**Attachment A**  
**City Street Locations - LED Retrofit - HES Grant #4**

Revised 9/5/06

1. Allyn & Swann & 91st
2. Concordia & Holton
3. Hopkins & 24th
4. Howell & Oklahoma
5. Lake Park Dr & 107th
6. Lincoln & 5th
7. Lincoln & 9th Place
8. Main & 70th
9. Main & 76th
10. Mitchell & 1st
11. Mitchell & 21st
12. Mitchell & 9th
13. Mitchell & Muskego
14. Morgan & 35th
15. Morgan & 43rd
16. Morgan & 60th
17. Morgan & 68th
18. Morgan & 84th
19. Oklahoma & 30th
20. Oklahoma & 51st
21. Oklahoma & 60th
22. Oklahoma & 76th
23. Oklahoma & 9th Place
24. Oklahoma & Pine
25. Oklahoma & Superior
26. Pine & Whitnall
27. Russell & Superior
28. Scott & 35th
29. Virginia & 2nd
30. Virginia & 6th
31. Windlake & 13th
32. Windlake & 16th