

**Memorandum of Understanding**  
Between  
**THE CITY OF MILWAUKEE**  
And  
**THE WISCONSIN DEPARTMENT OF TRANSPORTATION**  
  
**LAKEFRONT GATEWAY PROJECT**

This memorandum summarizes an agreement between the City of Milwaukee ("City") and the Wisconsin Department of Transportation ("State") for the reconfiguration of the Lake Interchange (I.D. 1300-13-01/02) to accommodate the City's Lakefront Gateway Project, as defined below.

The City's intent is to improve access to the lakefront and create developable land for economic development along the lakefront. As part of this intent, the City requested the State's support in analyzing the feasibility of modifying existing I-794 freeway ramps to Lincoln Memorial Drive ("LMD").

The City's traffic and engineering analysis demonstrates the feasibility of demolishing existing ramps connecting I-794 to LMD and replacing them in a new location approximately 500 feet south of their current location. This new location of the ramps requires the construction of an extended LMD south of Michigan Street. Based on this analysis and extensive coordination with key stakeholders, the City has determined that demolition of the existing ramps and construction of relocated ramps, an extended LMD and a Clybourn Street boulevard will result in acceptable traffic flow. Based on this conceptual plan including the public improvements described in this paragraph and as shown graphically in Attachment 1 (collectively the "Lakefront Gateway Project"), the following commitments are agreed to by the State and City for the design and construction of freeway and street related improvements associated with the Lakefront Gateway Project.

**BOTH PARTIES AGREE:**

- Any changes to the street system must result in acceptable operational and safety traffic conditions.
- Any changes to the freeway system must result in operational and safety conditions that are equal to or better than current operational levels of service.
- In the event that work outlined in this agreement is not completed by January 1, 2018, this agreement shall automatically terminate unless otherwise agreed to by the City and State in writing.

- In the event that Federal Highway Administration (“FHWA”) does not approve any proposed Interstate modification and an associated environmental document is not obtained by Sept 1, 2015, this agreement shall automatically terminate, unless otherwise agreed to by the City and State in writing.
- Real estate sales of potential excess freeway lands are not part of this agreement.
- Construction schedules shall be developed for the Lakefront Gateway Project that will not negatively impact the current staging assumptions for the Hoan Bridge Rehabilitation project. The State anticipates a June 2015 contract letting for the Lakefront Gateway Project.
- State and City will each identify a “project manager” in the design development phase of the Lakefront Gateway Project. Project managers will work cooperatively to manage the delivery schedule, delivery budget, delivery issues and associated non-let coordination.
- State and City will each commit to early issue identification and prompt issue resolution to insure the design development is completed in accordance with delivery schedule and budget to accommodate 2016 construction.
- State will arrange a cost review meeting with the City when plans are 60% design complete. If cost estimates exceed established limits, parties will work cooperatively to identify cost saving solutions including scope reductions to meet funding goals.
- An issue escalation plan will be developed cooperatively and used to assist in the management and resolution of project issues.
- All construction contracts associated with the Lakefront Gateway Project that pertains to the freeway modifications, East Clybourn Street, and LMD will be let through the State letting process. However, the City shall have approval authority over the scope & design of LMD and Clybourn Street including the intersections where these streets intersect with the new freeway ramps.
- State and/or Federal funds will only be used for activities directly related to the demolition and construction of freeway ramps.
- If environmental study reveals unforeseen conditions that will significantly affect the scope or cost of the Lakefront Gateway Project, both parties agree to work cooperatively to negotiate and manage a reasonable resolution.

## **CITY RESPONSIBILITIES**

The City agrees that it shall:

- Provide 100% of the funding for all activities associated with the design, real estate acquisition, any utility relocation accommodations not paid by the affected utilities and construction of Clybourn Street and LMD portions of the Lakefront Gateway Project including intersection traffic control.
- By separate agreement with Milwaukee County, obtain all approvals and legal clearances for the County controlled right-of-way needed to construct the Lakefront Gateway Project as described herein.
- Lead the discussion of the Lakefront Gateway Project with all local stakeholders.
- Be responsible for all costs associated with the operation and maintenance of pedestrian or bicycle facilities, landscaping and any community sensitive design features beyond the new freeway off and on ramps.
- Reimburse the State for all costs incurred if the Lakefront Gateway Project is not implemented by January 1, 2018, due to the City not fulfilling the City Responsibilities in this memorandum, unless otherwise agreed to by the City and State in writing.
- Conduct an analysis of future traffic conditions along routes parallel to east/west I-794 and I-94 from LMD to North 25<sup>th</sup> Street. Identify options for maximizing efficient traffic operations along these streets. Based on the results of the analysis described above, create an implementation plan for system performance optimization along St. Paul Ave and Clybourn Street. Plan will include recommendations on concept of operations, communication requirements, software, equipment, implementation schedule and costs. Work with the State to identify appropriate funding for plan implementation.

## **STATE RESPONSIBILITIES**

The State agrees that it shall:

- Remove and relocate the on ramp and off ramp in accordance with the concept in Attachment 1. This shall include all activities associated with the engineering, traffic and environmental study; utility accommodation, real estate acquisition and construction associated with the removal and relocation of the on-ramp and off-ramp from LMD to I-794 including removal of underground footings for the existing ramps. The scope of

these activities shall be consistent with the State approved cost estimate of \$16 million as outlined in Attachment 2.

- Control the project design.
- As part of the activities described above, oversee creation of the Interstate Access Report; coordinate and obtain approval from FHWA and share with the City all documents submitted to the FHWA to obtain such approval.
- Complete all necessary activities related to the design, construction, utility accommodation, and real estate acquisition associated with the Clybourn and LMD portions of the Lakefront Gateway Project, the costs of which shall be paid by the City.
- Assist the City in identifying appropriate funding for signal system improvements along St. Paul Avenue and Clybourn Street from LMD to North 25<sup>th</sup> Street.
- Upon completion of the Lakefront Gateway Project, and utilizing its normal process, dispose of all excess lands created by the removal of existing ramps to LMD.

**City of Milwaukee**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Wisconsin Department of Transportation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

1089-2013-782:190432

Attachment 1



Attachment 2

# City of Milwaukee

## Ramp Removal

### LAKE INTERCHANGE

# DRAFT Concept Plan Cost Estimate

Project Segment Type:  (A = Arterial, F = Freeway)

Item	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	REMOVING PAVEMENT	SY	3,643	\$7	\$ 25,000
2	PAVEMENT, BASE & SUBBASE				
	Mainline (IH) & System Ramps	SY		\$70	\$ -
	Service Ramps	SY		\$70	\$ -
	Cross Road	SY		\$45	\$ -
	Frontage Roads	SY		\$32	\$ -
	Local Roads	SY		\$25	\$ -
3	BARRIER WALL	LF		\$90	\$ -
4	CURB & GUTTER	LF		\$20	\$ -
5	EARTHWORK	CY	2,500	\$10	\$ 25,000
6				<b>Major Roadway Items Subtotal (Items 1 to 5)</b>	<b>\$ 50,000</b>
7	SIGNALIZE INTERSECTION	EACH		\$200,000	\$ -
8	DRAINAGE	LS	% of Item 6	12%	\$ 6,000
9	EROSION CONTROL & RESTORATION	LS	% of Item 6	6%	\$ 3,000
10	TRAFFIC CONTROL & STAGING	LS	% of Item 6	8%	\$ 4,000
11	LIGHTING	LS	% of Item 6	8%	\$ 4,000
12	SIGNING/MARKING	LS	% of Item 6	4%	\$ 2,000
13	ITS/FTMS	LS	% of Item 6	4%	\$ 2,000
14	ROADWAY INCIDENTALS	LS	% of Item 6	30%	\$ 15,000
				<b>Drainage and Incidentals Subtotal (Items 7 to 14)</b>	<b>\$ 36,000</b>
15	STRUCTURES				
	Bridge Removal	SF	46,735	\$50	\$ 2,337,000
	New Bridge (Concrete)	SF		\$50	\$ -



	New Bridge (Steel Plate)	SF		\$150	\$ -
	New Bridge (Steel Box)	SF		\$200	\$ -
	Retaining Wall Removal	LF	200	\$40	\$ 8,000
	New Retaining Wall (Fill)	SF		\$100	\$ -
	New Retaining Wall (Cut)	SF		\$175	\$ -
	Barrier Removal	LF	300	\$15	\$ 5,000
	New Noise Walls	LF		\$425	\$ -
	New Box Culvert/Extension	LF		\$1,500	\$ -
	Sign Bridge - Cantilever	EACH		\$40,000	\$ -
	Sign Bridge - Single Span	EACH		\$90,000	\$ -
	Structure Incidentals	LS	% of Structures	10%	\$ 235,000
				<b>Structures Subtotal</b>	<b>\$ 2,585,000</b>
<b>16</b>	<b>UNIQUE CONSTRUCTION ELEMENTS</b>				
	Remove Footings	EACH	6	\$5,000	\$ 30,000
					\$ -
				<b>Unique Construction Elements Subtotal</b>	<b>\$ 30,000</b>
<b>17</b>				<b>Construction Costs Subtotal (Items 1 to 16)</b>	<b>\$ 2,701,000</b>
<b>18</b>	<b>CONSTRUCTION DESIGN CONTINGENCY</b>	LS		20%	\$ 540,200
<b>19</b>	<b>ESTIMATED CONTRACT LET AMOUNT</b>				<b>\$ 3,241,200</b>
<b>20</b>	<b>PRELIMINARY ENGINEERING</b>	LS	% of Item 19	4%	<b>\$ 130,000</b>
<b>21</b>	<b>FINAL ENGINEERING</b>	LS	% of Item 19	5%	<b>\$ 160,000</b>
<b>22</b>	<b>CONSTRUCTION ENGINEERING</b>	LS	% of Item 19	8%	<b>\$ 260,000</b>
<b>23</b>	<b>CONSTRUCTION CHANGE ORDER/CLAIM CONTINGENCY</b>	LS	% of Item 19	8%	<b>\$ 260,000</b>
<b>24</b>	<b>MITIGATION/PI</b>	LS			<b>\$ -</b>
<b>25</b>	<b>REAL ESTATE</b>	LS			<b>\$ -</b>
<b>26</b>	<b>COMPENSABLE UTILITIES</b>	LS			<b>\$ -</b>
<b>TOTAL PROJECT COST (Current Dollars)</b>					<b>\$ 4,051,200</b>

# City of Milwaukee

## EB/WB Ramp Construction

### LAKE INTERCHANGE

# DRAFT Concept Plan Cost Estimate

Project Segment Type: A (A = Arterial, F = Freeway)

Item	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	REMOVING PAVEMENT	SY	8,000	\$7	\$ 56,000
2	PAVEMENT, BASE & SUBBASE				
	Mainline (IH) & System Ramps	SY		\$70	\$ -
	Service Ramps	SY	6,356	\$70	\$ 445,000
	Cross Road	SY		\$45	\$ -
	Frontage Roads	SY		\$32	\$ -
	Local Roads	SY		\$25	\$ -
3	BARRIER WALL	LF	1,100	\$90	\$ 99,000
4	CURB & GUTTER	LF	565	\$20	\$ 11,000
5	EARTHWORK	CY	20,000	\$10	\$ 200,000
6				<b>Major Roadway Items Subtotal (Items 1 to 5)</b>	<b>\$ 811,000</b>
7	SIGNALIZE INTERSECTION	EACH		\$200,000	\$ -
8	DRAINAGE	LS	% of Item 6	17%	\$ 138,000
9	EROSION CONTROL & RESTORATION	LS	% of Item 6	6%	\$ 49,000
10	TRAFFIC CONTROL & STAGING	LS	% of Item 6	8%	\$ 65,000
11	LIGHTING	LS	% of Item 6	8%	\$ 65,000
12	SIGNING/MARKING	LS	% of Item 6	4%	\$ 32,000
13	ITS/FTMS	LS	% of Item 6	4%	\$ 32,000
14	ROADWAY INCIDENTALS	LS	% of Item 6	30%	\$ 243,000
				<b>Drainage and Incidentals Subtotal (Items 7 to 14)</b>	<b>\$ 624,000</b>
15	STRUCTURES				
	Bridge Removal	SF		\$50	\$ -
	New Bridge (Concrete)	SF		\$100	\$ -
	New Bridge (Steel Plate)	SF	19,200	\$150	\$ 2,880,000



	New Bridge (Steel Box)	SF		\$200	\$	-
	Retaining Wall Removal	LF		\$40	\$	-
	New Retaining Wall (Fill)	SF	28,700	\$100	\$	2,870,000
	New Retaining Wall (Cut)	SF		\$175	\$	-
	Barrier Removal	LF		\$15	\$	-
	New Noise Walls	LF		\$425	\$	-
	New Box Culvert/Extension	LF		\$1,500	\$	-
	Sign Bridge - Cantilever	EACH		\$40,000	\$	-
	Sign Bridge - Single Span	EACH	1	\$90,000	\$	90,000
	Structure Incidentals	LS	% of Structures	10%	\$	584,000
				<b>Structures Subtotal</b>	\$	<b>6,424,000</b>
<b>16</b>	<b>UNIQUE CONSTRUCTION ELEMENTS</b>					
				\$0	\$	-
					\$	-
				<b>Unique Construction Elements Subtotal</b>	\$	-
<b>17</b>				<b>Construction Costs Subtotal (Items 1 to 16)</b>	\$	<b>7,859,000</b>
<b>18</b>	<b>CONSTRUCTION DESIGN CONTINGENCY</b>	LS		20%	\$	1,571,800
<b>19</b>	<b>ESTIMATED CONTRACT LET AMOUNT</b>				\$	<b>9,430,800</b>
<b>20</b>	<b>PRELIMINARY ENGINEERING</b>	LS	% of Item 19	4%	\$	<b>380,000</b>
<b>21</b>	<b>FINAL ENGINEERING</b>	LS	% of Item 19	5%	\$	<b>470,000</b>
<b>22</b>	<b>CONSTRUCTION ENGINEERING</b>	LS	% of Item 19	8%	\$	<b>750,000</b>
<b>23</b>	<b>CONSTRUCTION CHANGE ORDER/CLAIM CONTINGENCY</b>	LS	% of Item 19	8%	\$	<b>750,000</b>
<b>24</b>	<b>MITIGATION/PI</b>	LS			\$	-
<b>25</b>	<b>REAL ESTATE</b>	LS			\$	-
<b>26</b>	<b>COMPENSABLE UTILITIES</b>	LS			\$	<b>30,000</b>
				<b>TOTAL PROJECT COST (Current Dollars)</b>		<b>\$11,810,800</b>