

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

Date: December 27, 2002  
 ID: 2105-00-71  
 Highway: North 12<sup>th</sup> Street (LOC STR)  
 Limits: W. Wells Street to W. Highland Avenue  
 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:**

*The existing pavement consists of variable thickness asphaltic concrete on an 8-inch concrete base. Overall, the pavement surface and structure are in fair condition, but show some reflective cracking and alligating. The roadway has a high crown. Parking is permitted on both sides of the street. The pavement surface has little or no remaining useful life and cannot be restored using maintenance procedures. Rough ride and poor roadway drainage also are evident.*

**Proposed Improvement - Nature of work:**

*The project, as proposed, consists of resurfacing the roadway. Curb and gutter, driveway approaches, and sidewalk will be replaced.*

*The limits of project ID 2105-00-70 have been modified from the previous agreement dated December 16, 1999. This agreement revises the limits from*

*W. Wisconsin Avenue to W. Highland Avenue  
To  
W. Wisconsin Avenue to W. Wells Street.*

*Due to utility work required for the Marquette Interchange, the segment west of Wells Street was not constructed; therefore, Project ID 2105-00-71 has been created to encompass the work from W. Wells Street to W. Highland Avenue.*

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:

Estimated Cost					
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
<b>Construction</b>	\$287,500.00	\$230,000.00	80%	\$57,500.00	20%
<b>Total Cost Distribution</b>	\$287,500.00	\$230,000.00		\$57,500.00	

The total estimated \$287,500 for construction was transferred out of 2105-00-70 and put into 2105-00-71. The Federal portion of the funding is estimated at \$230,000.

This request is subject to the terms and conditions that follow (pages 3 through 4) 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.

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

Signature	Title
Name (Written Clearly)	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.
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 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 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.
9. By mutual agreement, to be determined during the Preliminary Engineering phase, the Municipality may undertake construction management activities on the project.
10. Basis for local participation: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Urban (STP-U) regulations.

(End of Document)