

les 110838 Deb Fowler

SAM.
1) record in ODB
2) Update WD as necessary
State of Wisconsin
LCG

RECEIVED
INFRASTRUCTURE
SERVICES DIV. ADMIN.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE 2011 DEC 21 PM 3:37

DATE: December 13, 2011

SUBJECT: Project Agreement:

2135-03-00 REVISED
West North Avenue
Bridge over Canadian Pacific Rail Road
City of Milwaukee, Milwaukee County

FROM CITY ENGINEER			
	ORIG	COPY	REVIEW
JP			REPLY
CW		X	COMMENT
LB	X		DISTRIB
VA			INFO
KG			COORD
			SEE ME
LCG		X	ACTION
			RTN

NOTE:
DESIGN DEADLINE!

The Attached Agreement is Recommended For Approval:

PROGRAM: 205 Local Bridge

CONCEPTS COVERED by this AGREEMENT: Design only. Bridge replacement, 100% local funding for construction.

ESTIMATED COST: \$457,600

PARTICIPATION: 80% Federal/20% Local design only (max \$457,600)

EXECUTED BY: City of Milwaukee

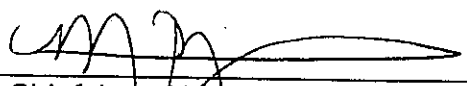
DATE: 12-01-11

LETTING DATE: ~~2010~~

Notes: Original funds approved 2007-2009 program cycle and new funds are approved in 2011-2014 for design only. Changed from rehab to replacement.

Design must done by 2013.

Approved/Not Approved


Chief, Local Transportation Programs & Finance

12/13/11
Date

Region: SE

cc - Melly K -
Cindy W -
Deb F -

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

This agreement replaces the previous agreement dated May 2, 2006

Date: September 22, 2011
 ID: 2135-03-00
 Highway: West North Avenue (LOC BRIDGE)
 Bridge over Canadian Pacific Rail Road
 Bridge ID: P-40-0810
 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.

In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2007 - 2009 Cycle Local Bridge Program improvement design must be complete within six years from the start of State Fiscal Year 2008, or by June 30, 2013. **Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.**

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

Deteriorated Structure.

SR=33

Proposed Improvement - Nature of work:

Bridge Replacement

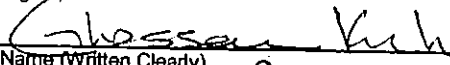
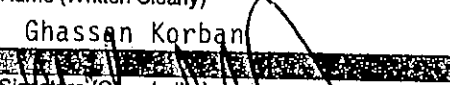
The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

Estimated Cost					
	Total Estimated Cost	Federal Funds **	%	Municipal Funds	%
Design	\$537,000.00	\$429,600.00	80%	\$107,400.00	20%
State Design Review	\$35,000.00	\$28,000.00	80%	\$7,000.00	20%
Construction **	\$3,680,000.00	\$0.00	0%	\$3,680,000.00	100%
Total Cost Distribution	\$4,252,000.00	\$457,600.00		\$3,794,400.00	

** 100% local cost share. No federal funds have been approved for construction. Federal funds for design/design review are limited to \$457,600.

This request is subject to the terms and conditions that follow (pages 3 - 5) 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.

010 8 2011

Signed for and on behalf of City of Milwaukee:	
Signature 	Title Commissioner of Public Works
Name (Written Clearly) Ghassan Korban	Date
Signature (Comptroller) 	Title Comptroller DEPUTY
Name (Written Clearly) W. Martin Morics, CPA JW	Date 12/1/11

-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.

The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. 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.

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. Basis for local participation: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Local Bridge Program regulations. Federal funds for design/design review are limited to \$457,600.

(End of Document)

City of Milwaukee

Office of the City Clerk

200 E. Wells Street
Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 110838

Title:

Resolution authorizing the Commissioner of Public Works to execute Revised Project Agreements titled "State/Municipal Agreement for a Highway Improvement project" between the City of Milwaukee and Wisconsin Department of Transportation associated with the North 45th Street Bridge over Menomonee River and the West North Avenue Bridge over Canadian Pacific Rail Road with 80 percent Federal and State aid under the Local Bridge Replacement and Rehabilitation Program and to fund the revised design estimate with the City of Milwaukee's Share being \$81,800 and the grantor's share being \$327,200.

Body:

Whereas, The Common Council of the City of Milwaukee adopted Resolution File Number 060882 authorizing and directing the Commissioner of Public Works to execute an agreement with the Wisconsin Department of Transportation (WISDOT) for West North Avenue Bridge over Canadian Pacific Rail Road with 80 percent Federal and/or State aid under the Local Bridge Replacement and Rehabilitation Program; and

Whereas, The Common Council of the City of Milwaukee adopted Resolution File Number 090796 authorizing and directing the Commissioner of Public Works to execute an agreement with the WISDOT for Rehabilitation of the North 45th Street Bridge over Menomonee River with 80 percent Federal and/or State aid under the Local Bridge Replacement and Rehabilitation Program; and

Whereas, As part of the preliminary engineering process, engineering and construction cost have been refined and increased since the original agreement was drafted five years ago; and

Whereas, The WISDOT has submitted Revised Project Agreements that include additional funding for the engineering and construction costs associated with the bridge projects for City execution; and

Whereas, The West North Avenue Bridge over Canadian Pacific Rail Road original scope has been revised from a rehabilitation project to full reconstruction which will require construction funds to be applied for in the next WISDOT Program cycle; and

Whereas, The bridge projects are scheduled for construction in 2013 and construction funds for these projects will be requested in a separate resolution; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Commissioner of Public Works is hereby authorized to execute the Revised Project Agreements updating and revising

Fund 0306
\$0

Total Estimated Additional Engineering: \$47,000
Previously Authorized for Preliminary Engineering: \$134,740
Current Estimated Cost of Total Project including this resolution: \$1,256,340
Original Estimated Cost of Total Project (Res. No. 060882): \$478,000

West North Avenue over Canadian Pacific Rail Road
State Project I.D. 2135-03-00

BR320062401
City Share Non-Assessable Fund, Structure
BR300110000
Fund 0303
\$50,680

Grantor Reimbursable Fund, Structure
SP032110100
Fund 0306
\$202,720

Grantor Non-Reimbursable Cash Fund, Structure
SP032110100
Fund 0306
\$0

ST320062401
City Share Non-Assessable Fund, Paving
ST320110000
Fund 0333
\$21,720

Grantor Reimbursable Fund, Paving
SP032110100
Fund 0306
\$86,880

Grantor Non-Reimbursable Cash Fund, Paving
SP032110100
Fund 0306
\$0

Total Estimated Additional Engineering: \$362,000
Previously Authorized for Preliminary Engineering: \$182,000
Current Estimated Cost of Total Project including this resolution: \$4,252,000
Original Estimated Cost of Total Project (Res. No. 060882): \$1,360,000

Res 110838 Deb Fowler

RECEIVED
INFRASTRUCTURE
SERVICES DIV. - ADMIN.

Check
1) Record in ODB
2) Update WO if necessary.
State of Wisconsin
LCB

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE 2011 DEC 21 PM 3:37

DATE: December 15, 2011

SUBJECT: Project Agreement:

2984-39-02/72 REVISED
N. 45th St Bridge
Over Menomonee River
City of Milwaukee, Milwaukee County

FROM CITY ENGINEER			
	ORIG	COPY	REVIEW
JP			REPLY
CW	X		COMMENT
DM		X	DISTRIB
MA			INFO
VG			COORD
LCB	X		SEE ME
			ACTION
			RTN:

The Attached Agreement Is Recommended For Approval:

PROGRAM: 205 Local Bridge

CONCEPTS COVERED by this AGREEMENT: Design and Construction; Bridge Rehabilitation.

ESTIMATED COST: \$1,185,000

PARTICIPATION: 80% Federal/20% Local - Max: design \$144,000/construction \$800,000

EXECUTED BY: City of Milwaukee

DATE: 12-1-2011

LETTING DATE: 12/13

Notes: Additional funds from 2011-2014 program cycle added to design and construction. Original design funds from 2007-2009 and 2009-2012. Original construction funds from 2009-2012.

Note: hand-corrected deadline of 6/30/17 for statewide consistency.

Approved/Not Approved

Chief, Local Transportation Programs & Finance

12/15/11

Date

Region: SE

cc Mally K -
Cindy W -
Deb Fowler -

**REVISED
STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
THIS AGREEMENT REPLACES PREVIOUS AGREEMENTS DATED May 2, 2006 AND April 3, 2009**

Date: September 22, 2011
ID 2984-39-02/72
N. 45th Street Bridge (Bridge #P-40-0501)
Over Menomonee River
Milwaukee County

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.

In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2005 – 2007 Cycle Local Bridge improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2008, or by June 30, 2017. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

Deteriorated Structure. SR = 60.7

Proposed Improvement - Nature of work:

Bridge Rehabilitation

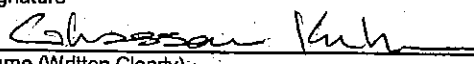
The apportionment of costs for work necessary to finish the project (including non-participating work and work which will be undertaken by the Municipality) is as follows:

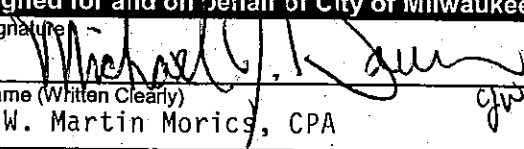
Estimated Cost					
	Total Estimated Cost	Federal Funds	%	Municipal Funds	%
Design	\$158,000	\$126,400	80%	\$31,600	20%
Design Review	\$22,000	\$17,600	80%	\$4,400	20%
Construction	\$1,000,000	\$800,000	80%	\$200,000	20%
Non-participating Construction	\$5,000	\$0	0%	\$5,000	100%
Total Cost Distribution	\$1,185,000	\$944,000		\$241,000	

* Federal participation on the design/design review of this project is limited to \$144,000. Federal participation on the construction of this project is limited to \$800,000. Costs in excess of this amount will be the responsibility of the Municipality.

RECEIVED
DEC 3 2011
Bureau of Transportation Services

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 Commissioner of Public Works
Name (Written Clearly) Ghassan Korban	Date

Signed for and on behalf of City of Milwaukee:	
Signature 	Title Comptroller DEPUTY
Name (Written Clearly) W. Martin Morics, CPA	Date 12/1/11

-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 exceeds Federal/State financing commitments or are ineligible for Federal/State financing. The Municipality's concurrence is required before award of the contract 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 & 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 (Construction) 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. The grading, base, pavement, and curb and gutter.
 - b. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - c. Construction engineering incidental to inspection and supervision of actual construction work.
 - d. Signing and pavement marking, including detour routes.
 - e. Storm sewer mains necessary for the surface water drainage.
 - f. Construction or replacement of sidewalks and surfacing of private driveways.
 - g. New installations or alteration of street lighting and traffic signals or devices.
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.
 - f. Real Estate for the improvement, if required

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.

The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. 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.

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. Basis for local participation: 80% Federal; balance by Municipality, as specified in Surface Transportation Program—Local Bridge Program regulations. **Federal participation on the design/design review of this project is limited to \$144,000. Federal Participation for the construction of this project is limited to \$800,000.**

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