

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: May 25, 2006
PROJECT DESIGN ID: 1300-06-01
PROJECT CONSTRUCTION ID: 1302-00-70
HIGHWAY: Various Local Streets LENGTH:
PROJECT TITLE: Downtown to Bayview
LIMITS: E Russell Ave to N Milwaukee Street
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: Federal Congestion Relief funds (3610) and State Enhancement Funds (220) will fund the federal portion of the project. Alternative #9 of the Bayview Bikeway Study has been selected as the preferred alternative. Alternative #9 provides for an off street and partially on street path from Bayview to Downtown Milwaukee.

Existing Facility - Describe and give reason for request: In 1997 WISDOT sponsored a study to plan, design and construct a facility which would enhance the use of bicycles as an alternative mode of transportation between Downtown Milwaukee and the Bayview neighborhood for both commuter and recreational travel with an emphasis on commuter travel

Proposed Improvement - Nature of work: The proposed improvement is an implementation of the recommendations from the study. Work will consist of improving railroad crossings, installing signs and pavement markings for bike lanes, improving bridge crossings and repaving roadway sections where appropriate.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds		Municipal % Funds		%
Preliminary Engineering:						
Plan Development(3610)	\$ 340,000	\$ 272,000		80%	\$ 68,000	20%
State Review(3610)	\$ 65,000	\$ 52,000		80%	\$ 13,000	20%
Real Estate Acquisition:						
Acquisition	\$ -	\$ -			\$ -	
State Review	\$ -	\$ -			\$ -	
Construction:						
Participating						
Roadway (3610)	\$ 1,095,101	\$ 876,081		80%	\$ 219,020	20%
Bike/Ped (220)	\$ 928,750	\$ 743,000		80%	\$ 185,750	20%
Landscaping		\$ -			\$ -	
Non-Participating						
Total Cost Distribution	\$ 2,428,851	\$ 1,943,081	*		\$ 485,770	

***Maximum federal/state participation**

This request is subject to the terms and conditions that follow (pages 2 and 3) 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 in behalf of the City of Milwaukee:

_____ Name	_____ Title	_____ Date
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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 80% 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 incident 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 of new sidewalks and driveways, replacement of sidewalks and private driveways resulting from roadway construction.
 - (g) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices.
 - (h) Real Estate for the improvement.
 - (i) Preliminary engineering and state review services.
 - (j) Landscaping for the improvement.
 - (k) Construction of bicycle facilities.
 - (l) Lighting for the improvement
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner 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 incident 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 the project, it shall reimburse the State for any costs incurred by the State in 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 shall 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 shall make ample provision for such maintenance each year.
 - (b) Provide maintenance and energy for lighting.
 - (c) Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.
 - (d) 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.
 - (e) Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 an around the projects.
 - (f) Provide complete plans, specifications, appraisals, acquisition, relocation order, real estate plat, and estimates.
 - (g) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. Basis for local participation: State Transportation Enhancement Program, 80% federal, 20% local to a maximum of \$743,000 Federal and Earmark Congestion Relief funds 80% federal, 20% local to a maximum of \$1,200,081 Federal. All costs incurred over the approved maximum federal share are the responsibility of the project sponsor.