

STATE/MUNICIPAL AGREEMENT
FOR A
TRANSPORTATION ECONOMIC
ASSISTANCE GRANT (TEA GRANT)

Date: July 20, 2021

I.D.: 2185-09-70

Description: City of Milwaukee/Komatsu Mining/
S Kinnickinnic Avenue

The State of Wisconsin, Department of Transportation, hereinafter called the State, hereby delegates to the signatory, **City of Milwaukee Redevelopment Authority**, hereinafter called the Municipality, and to the Municipality's undersigned duly authorized officers or officials, the responsibility for the facilities development process for the road construction hereinafter described.

The authority for the State of Wisconsin to delegate this responsibility to the Municipality is described in Chapter Trans. 510.09, Wisconsin Administrative Code, relating to the Transportation Facilities Economic Assistance and Development Program (TEA).

The following conditions will, however, be applied (pages 1 through 7):

1. General Conditions

- a) Highway improvements must employ the services of a registered professional engineer to be responsible for design and construction engineering.
- b) Funding of project phases is subject to inclusion in an approved program.
- c) The Municipality must assume all responsibility for complying with all germane environmental requirements for a transportation improvement of its type and certify that the environmental analysis was done and that all applicable environmental laws were followed in the design and construction of the improvements.
- d) A design study report for highway and road improvements and a copy of the preliminary plans must be submitted to the State for approval prior to preparing final plans.
- e) A copy of the bidding documents, plans and specifications containing the engineer's seal as prepared for bidding purposes must be provided to the State for approval prior to advertising the project for bids.
- f) All real estate acquisition and required relocation of persons, families, businesses, or farms must be accomplished in accordance with existing State law. A written Right of Way certification from the Municipality to this effect will be required after the real estate is acquired.

- g) If applicable, the Municipality will apply for a permit to do work within the STH Right of Way through WisDOT SE Region and abide by the conditions of the approved permit.
 - h) All contracts must be let by competitive bid with contracts awarded to the “lowest responsible bidder”. Municipality must submit a certification of the date bids were taken, listing all bidders and bid amounts. A written explanation must accompany any certification where the contract is awarded to someone other than the low bidder.
 - i) In general, State reimbursements will be made after the improvement is complete and sufficient “proof of payment” is sent to the State. On the more costly improvements, that is those totaling greater than \$100,000, the State may reimburse on the basis of actual costs, quarterly but no more frequently than monthly. Upon completion of the project, a final audit will be made to determine the final division of costs.
 - j) Any contract change orders must be submitted to the State for acceptance prior to State reimbursement of these costs.
 - k) A “D” size (11”x17”) copy of “As-Built” road improvements plans must be submitted to the State after completion of construction. The Municipality must provide a written certification that the project was completed in accordance with the approved plans and specifications as may have been amended by Contract Change Order.
 - l) Municipality agrees to comply with the criteria established in the Direct Jobs Guarantee, as attached, and this overall Project Agreement.
2. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
3. It is understood that this “State/Municipal Agreement” only pertains to the TEA Grant portion of the overall development. TEA Grant financing will be limited to 50 percent (%) participation up to a maximum of \$731,400 for the eligible completion costs of the following items:
- a. Preliminary Engineering.
 - b. The removal of existing roadway and bridge, grading of ditches, slopes & the new roadbed, the installation of roadway bases, pavement, curb and gutter, and sidewalk.
 - c. Manholes, storm sewer, catch basins, inlets, detention basins and box culvert extensions necessary for the surface water drainage of the improvement.

- d. Construction engineering incidental to inspection and supervision of actual construction work. This includes the actual cost of staff time plus overhead at the rate of 105% for the Municipality staff who provides in-field construction inspection and/or survey work under the supervision of the Consultant.
 - e. Signing, traffic signals, standard lighting, pavement marking, topsoil, sod/seeding, mulch and associated erosion control items as shown on the plans.
 - f. Real Estate needed for the improvement.
 4. The Municipality will pay 100% of all costs incurred in connection with the improvement, which exceed State-financing commitments under the TEA Grant or are ineligible for State and/or Federal financing.
 5. 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 changes in street or sidewalk widths, grades or drainage.
 - c. Conditioning, if required, and maintenance of detour routes during the period of construction of the improvements.
 - d. Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - e. Reasonable administrative costs incurred by the Municipality associated with the preparation of the TEA Grant application.
 - f. All storm sewers in excess of what is required to drain TEA Grant improvements.
 - g. All work related to underground storage tanks and contaminated soils.
 - h. All decorative, patterned or colored pavements; decorative lighting costs in excess of standard lighting costs, but only if necessary to conform to pavements or lighting fixtures existing as of the commencement of the improvement.
 6. The State will, at its cost, finance State expenses of a purely administrative nature.
 7. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project up to the date of withdrawal.

8. The work eligible for State participation will be administered by the Municipality and under its supervision. Such work may also include items not eligible for State participation, which are considered necessary to complete the project.

9. Work to be performed by the Municipality without State highway fund participation, necessary to insure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. It is further agreed by the Municipality that:
 - a. It will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction, through statutory requirements, in a manner satisfactory to the State or the Federal Highway Administration or both, and will make ample provision for such maintenance each year.
 - b. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
 - c. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
 - d. It will prohibit all on-street parking, which would restrict the free flow of 2-lane traffic.
 - e. It will 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 and around the project.
 - f. It will use the State Utility Accommodation Policy unless it adopts a policy, which has equal or more restrictive controls.

- g. Regarding Federal Single Audits of Local Government Units:
- 1) The Municipality shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133.)
 - 2) This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
 - 3) The Municipality will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditures for these purposes; that the accounts and records of such expenditures, together with all supporting documents, will be kept open at all times to inspection by authorized representatives of the State; and that it will furnish copies thereof when requested. Such accounting records and any other related records should be subject to an audit as directed by the State within eight years.
- h. For streets constructed in excess of WisDOT standard street width, the excess shall be the responsibility of the Municipality. For this class of facility, the eligible street width is 36 feet face to face of curb. Construction of additional widths is costs that must be borne by the Municipality.
- i. The Municipality agrees to report jobs created as a result of the project as follows:
- 1) Because the TEA Grant equaled or exceeded \$100,000, Municipality must report by the end of the third and seventh year following the TEA Grant award from the State, a report of the number of eligible jobs, as the term is defined in S. Trans 510.02, Wis. Adm. Code, originally created and maintained by the economic development project for which the TEA Grant was awarded.
 - 2) As Required by S. 84.01(6m)(b) 6., Wis. Stats. And S. Trans 510.08(1)(b), Wis. Adm. Code, the report required above shall be certified by a verified statement signed by both an officer of the Municipality and an independent certified accountant licensed or certified under Ch. 442, Wis. Stats. Attesting to the accuracy of this verified statement, along with the certified public accountant's supporting information.

Existing Facility: S Kinnickinnic Avenue is a 2 -12' lane urban roadway with 6' shoulders, curb and gutter and sidewalk on both sides.

Proposed Improvement: Reconstruction and lowering of the roadway profile of a 0.24-mile segment of S Kinnickinnic Avenue by the RR bridge.

Non-Participating Items:

The **Municipality** will be fully responsible for all non-TEA eligible costs including but not limited to the costs associated with the following work:

- a. The construction of all portions of roadway work that exceeds the WisDOT standard 36 feet face-to-face of curb.
- b. All storm sewer and detention basin construction costs in excess of what is required to drain the TEA eligible roadways and improvement.
- c. All sanitary sewer, water mains and laterals, electric and gas services and extensions, telephone and other utilities adjustments, installation and relocation costs.

Many of the above non-participating improvements costs have been separated out of this construction contract. The remaining non-participating improvement costs, that are still part of this contract, are NOT eligible for TEA Grant financing and will NOT be submitted to the State for reimbursement.

The following is an estimate of the total project cost. The State will contribute 50% of the eligible costs up to a maximum of \$731,400 for the road project. The balance of the project is 100% funded by the **Municipality**.

ESTIMATED COSTS

	Total Estimated Cost	State TEA Grant	Municipal / Other Funds
Preliminary Engineering	\$652,000	\$326,000	\$326,000
Construction	\$920,000	\$460,000	\$460,000
Engineering & Contingency	\$190,800	\$95,400	\$95,400
Totals	\$1,762,800	\$851,400 (max)	\$851,400

This agreement is made by the undersigned under proper authority to make such agreements for the above-designated Municipality, and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of the

Signature Title Date

Signed for and in behalf of the State:

Signature SE Region Planning Chief Title Date

End Document