

***Federal/State/Project Sponsor  
Statewide Transportation  
STP-Discretionary Program***

***Project Agreement***

**Project ID:** 2984-10-10      **County:** Milwaukee **Municipality:** City of Milwaukee

**Project Name:** Off-Street Bikeway Study

**Limits (if applicable):**

The signatory Project Sponsor, through its undersigned duly authorized officers or officials, and WisDOT enter into this agreement to accomplish the described project.

The authority for the Project Sponsor and WisDOT to enter into this agreement is provided by the Section 86.25 of the Wisconsin State Statutes.

**Needs and Estimate Summary:**

**Description of the Project:** Conduct a City-wide study to identify and prioritize corridors that would accommodate a paved off-street bikeway system.

***Estimated Cost***

|  | <b>Total<br/>Estimated Cost</b> | <b>Enhancements<br/>Funds</b> | <b>%</b>  | <b>Project<br/>Sponsor Funds</b> | <b>%</b>  |
|--|---------------------------------|-------------------------------|-----------|----------------------------------|-----------|
| <b>Design: \$</b>                      | <b>100,000</b>                  | <b>80,000</b>                 | <b>80</b> | <b>20,000</b>                    | <b>20</b> |
| <b>Real Estate<br/>Acquisition: \$</b> |                                 |                               | <b>80</b> |                                  | <b>20</b> |
| <b>Construction: \$</b>                |                                 |                               | <b>80</b> |                                  | <b>20</b> |
| <b>Other: \$</b>                       |                                 |                               |           |                                  |           |
| <b>Total Cost<br/>Distribution: \$</b> | <b>100,000</b>                  | <b>80,000</b>                 | <b>80</b> | <b>20,000</b>                    | <b>20</b> |

This request is subject to the terms and conditions that follow (see pages 3, 4 and 5) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor, WisDOT and the Federal Government.

This project is subject to a DBE goal assessment of 6%, or \$6,000 of the total project cost.

Signed for and in behalf of the Project Sponsor(s):

|      |       |      |
|------|-------|------|
| Name | Title | Date |
| Name | Title | Date |
| Name | Title | Date |

Accepted for WisDOT by:

|      |       |      |
|------|-------|------|
| Name | Title | Date |
|------|-------|------|

## **Terms and Conditions:**

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in "*A Public Sponsor's Guide to the Statewide Multi-Modal Improvement Program.*"
2. All real estate acquisition and required relocation of persons, families, businesses, or farms must be accomplished in accordance with existing state and federal regulations. A written certification from the Sponsor to this effect will be required after the real estate is acquired.
3. The construction of the enhancement will be in accordance with the appropriate standards unless an exception to standards is granted by the Federal Government or WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted. Bicycle/Pedestrian projects must be constructed in accordance with the most recent edition of the *Guide for the Development of Bicycle Facilities* published by the American Association of State Highway and Transportation Officials (AASHTO).
4. The project sponsor will assume all responsibility for complying with germane environmental requirements for the enhancement.
5. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder unless it can be shown that it is in the public interest that the Sponsor do the work as an Agreed Unit Price (AUP) or Service & Supply (S&S) contract. The procedures required to make the determination are outlined in the State's Facilities Development Manual, Sections 3-20-11 and 3-20-12. Sponsor-let contracts must follow the procedures outline in "*A Public Sponsors Guide to the Statewide Multi-Modal Improvement Program.*"
6. The work eligible for Federal and State participation will be administered by the Project Sponsor and/or WisDOT. The authority for the Federal Government and the State to delegate this responsibility is described in the Transportation Equity Act of the 21st Century (TEA-21).
7. The maximum participation of Federal financing will be limited to 80% of the actual eligible project cost or the Total Cost Distribution of Enhancements Funds, as shown on page 1 of this agreement, whichever is less.

8. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.
9. Sponsor shall provide complete plans, specifications, real estate plats, and estimates to the State for approval prior to Request to Advertise project for competitive bid.
10. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.
11. Federal Single Audits of the Project Sponsor:
  - a) The Project Sponsor 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-128, Section 4.)
  - b) This audit shall be performed in accordance with Federal Circular A-128 issued by the Federal Office of Management and Budget (OMB) and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to an audit as directed by the Department within eight years.
12. State Disbursements:
  - a) Payment period for each project phase will begin with written authorization by WisDOT to the Project Sponsor to start work.
  - b) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.

- c) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment.
13. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.
14. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
15. The Project Sponsor shall protect, indemnify and hold harmless the State of Wisconsin, WisDOT and all its officers, employees, and agents from and against any and all suits, claims, demands, liability and expenses of whatever kind or nature occurring in connection with or in any way incident to the Project Sponsor or its operations or performance or lack of performance under this Project Agreement or in any way connected with any acts or omissions of the Project Sponsor or its officers, employees, agents or contractors.
16. No term or provision of the Project Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement.
17. The project must be completed by September 30, 2001. An extension may be granted upon approval by WisDOT.