

**REVISED STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
(Replaces agreement dated May 2, 2006)**

Date: September 4, 2008
ID: 2190-08-00
Highway: West Wisconsin Avenue (LOC BRIDGE)
Lift Bridge over Milwaukee River
Bridge ID: B-40-0488
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:

Deteriorated Structure.

SR=47.0

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 (1)*	\$1,000,000.00	\$800,000.00	80%	\$200,000.00	20%
State Design Review*	\$200,000.00	\$160,000.00	80%	\$40,000.00	20%
Construction **	\$10,000,000.00	\$0.00	0%	\$10,000,000.00	100%
Total Cost Distribution	\$11,200,000.00	\$960,000.00		\$10,240,000.00	

* Federal participation for design and state review is limited to \$960,000. Costs in excess of this amount shall be the responsibility of the municipality.

** 100% local cost share.

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 on behalf of the City of Milwaukee:

Signature	Title
Name (Written Clearly)	Date
Signature (Comptroller)	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. 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.
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 for design and state review is limited to \$960,000. Costs in excess of this amount shall be the responsibility of the municipality. Construction costs are funded 100% local.**

(End of Document)

Capital Grants where the Total Overall Inclusive Project Cost is greater than \$2 Million

The following items are required by the Common Council to fill the file attachments to the Resolution.

☒ Conceptual PE

☐ Construction

Check list:

- ☒ 1. Standard project title and account number
- ☒ 2. The project manager name/names and contact information
- ☒ 3. Conceptual/Construction Engineering cost estimate of the entire project, including all infrastructure components and phases, detail of the cost estimate by infrastructure type and phase.
- ☒ 4. A sources and uses sheet identifying city and non-city funding sources, using standardized chart of accounts.
- ☒ 5. An estimated/updated project timeline.
- ☒ 6. A statement of assumptions/updated assumptions used to develop the project.
- ☒ 7. A statement of risks to the timely completion and on-budget completion of the project
- N/A ☐ 8. Analysis of material increases and decreases in costs and changes in construction time lines such a scope changes, material changes, or labor cost changes. (Not applicable for conceptual / preliminary engineering estimate)

The attached packet of information to fill the file for resolution # _____ was prepared and completed by:

Engineer in Charge Signature Craig S. Liberto

Engineer in Charge printed name CRAIG S. LIBERTO

Date 9/26/08

Comptroller's Office verifies that the above information is included in the packet and submitted to the file.

Name C. W. Wanechi

Date 9/26/08

**REHABILITATION OF THE WEST WISCONSIN AVENUE BRIDGE
OVER THE MILWAUKEE RIVER – CONCEPTUAL PRELIMINARY ENGINEERING
PROJECT INFORMATION**

1. Standard Project Title and Account Number:
Rehabilitation of the West Wisconsin Avenue Bridge over the Milwaukee River –
Account Number: Will be assigned
2. Project Managers:
Alak Roy, Senior Project Engineer, Structural Design, MB Room 907, 286-0451

Chad Chrisbaum, Project Engineer, Major Projects, MB Room 902, 286-0470
3. Conceptual Engineering Cost Estimate:
Design: \$1,200,000
Construction: \$10,000,000
Total: \$11,200,000
Note: Design is funded with 80% federal/state aid. Construction funding will be requested in the 2012-2014 federal/state aid program cycle. Project includes structure repair and limited paving work.
4. Sources and Use Sheet Identifying City and non-City funding Sources:
Refer to the text of the resolution that sets up the structure and paving accounts.
5. Estimated Project Timeline:
Consultant Request for Proposal and Negotiations: 2009
Design Engineering and preparation of Contract Documents: 2010-2011
Construction: 2012-2013
6. Statement of Assumptions to Develop the Project:
The Wisconsin Avenue Bridge is a movable vertical lift bridge constructed in 1975 with a sufficiency rating of 23.5 which classifies the bridge as structurally deficient. The bridge has significant structural deterioration to the deck and superstructure elements. The project scope consists of rehabilitation of the structural, mechanical, and electrical components of the bridge. The cost estimate was based on recent bid experience from the rehabilitation of the State Street and Kilbourn Avenue Bascule Bridges which are more complex than the Wisconsin Ave. Lift Bridge. A more thorough estimate will be developed during the preliminary engineering process.
7. Statement of Risks to the Timely Completion and on-Budget Completion of the Project.
The project agreement received from the Wisconsin Department of Transportation provides 80% funding for the preliminary engineering portion of the project. A conceptual estimate for the construction is provided now but a revised estimate will be generated during the preliminary engineering portion of the project when a thorough inspection of the bridge and inventory of deteriorated elements is made. The construction funding for the project will be requested in the 2012-2014 federal/state aid program cycle. Completion of the project is dependent on receiving construction funding.