

**REVISED STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT
(Replaces previous agreement dated April 3,2008)**

Date: February 4, 2010
ID: 2245-01-00/50/51/70/90
Description: South 2nd Street (LOCAL STR)
Limits: West National Avenue to the Menomonee River
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:

Improvement is needed, due to the poor riding quality & the deteriorating condition of the pavement, which cannot be restored to an acceptable level through normal maintenance procedures. A significant amount of curb & sidewalk is also in need of repair. Non-destructive pavement testing, implemented by the City of Milwaukee indicates that pavement surface is in poor to very poor condition & structure is in poor condition. There is an existing bike route along the project limits.

Proposed Improvement - Nature of work:

Remove the existing roadway & replace it with concrete pavement. Curb & gutter, driveways & sidewalk will be replaced due to poor condition &/or grade differential.

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 (-00)	\$341,775	\$273,420	80%	\$68,355	20%
Traffic Control Devices (-90)	\$130,000	\$104,000	80%	\$26,000	20%
Rail Road (-50) Quad Gates	\$360,000	\$0	0%	\$360,000	100%
Rail Road (-51) RR Crossing Surface	\$180,000	\$0	0%	\$0	0%
Construction Non-participating (-70)	\$405,000	\$0	0%	\$405,000	100%
Construction (-70)	\$2,230,000	\$1,784,000	80%	\$446,000	20%
Total Cost Distribution	\$3,646,775	\$2,161,420		\$1,305,355	

Federal funds for construction are capped at \$1,784,000.

RR Crossing Surface (-51) cost will be entirely funded by the CP RR company per OCR order.

This request is subject to the terms and conditions that follow (pages 3 and 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
Name (Written Clearly)	Date
Signed for and on behalf of City of Milwaukee:	
Signature	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 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 (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 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.
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 Highway Improvement Program—Urban (STP-U) regulations. Federal funds for construction are capped at \$1,784,000. Non-participating construction will be funded 100% by the City of Milwaukee. RR Crossing Surface improvement will be funded 100% by CP RR per OCR order.

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