



Original
**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Revised Date: N/A

Date: 05/14/2014

ID.: 4984-07-71

Road Name: S. Oneida St, City of Appleton

Limits: Fox River Bridge B-44-0075

County: Outagamie

Roadway Length: 0.5 miles

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 affect 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: The South Oneida Street Bridge, B-44-0075, is deteriorating and needs rehabilitation. The bridge was built in 1980 with the last rehab project in 1998.

Proposed Improvement - Nature of work: Rehab of B-44-0075 including: concrete deck overlay, joint replacement, drain replacements, pin and hanger work, painting, and lighting. Reconstruct the intersection of Oneida St and Prospect Ave.

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: The City of Appleton would like the intersection of Oneida St and Prospect Ave reconstructed with signals replaced. It is possible that Prospect Ave will be closed at the same time as the bridge anyways because of a different City project that is proposed in 2015 further down the street so the timing may work out between projects. Otherwise Prospect Ave will be reconstructed under traffic with some full time closures.

TABLE 1: SUMMARY OF COSTS					
Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Design Engineering:					
ID 4984-07-00					
Design Note 1, 2	\$ 150,000	\$ 150,000	100%	\$ -	0%
Real Estate Acquisition Note 3	\$ -	\$ -		\$ -	
ID Total	\$ 150,000	\$ 150,000		\$ -	
Construction:					
ID 4984-07-71					
Category 0010 - Roadway Items Note 1	\$ 250,000	\$ 250,000	100%	\$ -	0%
Category 0020 - Bridge Items Note 1	\$ 2,000,000	\$ 2,000,000	100%	\$ -	0%
Category 0030 - Non-Participating Note 1, 4	\$ 250,000	\$ -	0%	\$ 250,000	100%
ID Total	\$ 2,500,000	\$ 2,250,000		\$ 250,000	
Construction Engineering Note 1, 5	\$ 300,000	\$ 275,935	92%	\$ 24,065 capped	8%
Subtotal Construction:	\$ 2,800,000	\$ 2,525,935		\$ 274,065	
Total Est. Project Cost Distribution	\$ 2,950,000	\$ 2,675,935		\$ 274,065	

Notes:

- 1) All costs are approximate and subject to final audit.
 - a. Estimated costs as of 05/14/2014, based on pre-PS&E estimate.
- 2) Design costs are fully state funded. Municipality helped provide their own plan details for the work at Prospect Ave.
- 3) No real estate purchases needed.
- 4) Work added to project by Municipality – Prospect Ave intersection reconstruction and signals.
- 5) The Municipality was billed on project 1130-33-71 for \$935.00 for a light pole relocation that was supposed to be covered by the State. This amount is taken off of the Municipality’s cost share under this project.
- 6) The Municipality will remove and reinstall existing street lighting cable on the bridge and install new conductors for NAV Lights with their own forces concurrent with this project.

This request is subject to the terms and conditions that follow (pages **11** – **51**) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Appleton (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.

- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
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) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
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 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. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by Community Sensitive Solutions (CSS).
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) 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.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (i) Maintain all Community Sensitive Solutions and/or enhancement funded items.

- (j) Coordinate with the State on changes to highway access within the project limits.
 - (k) In cooperation with the State, assist with public relations for the project and 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.
 - (l) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
9. Basis for local participation:
- (a) See chart and notes above.

[END]