

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: January 30, 2012
PROJECT DESIGN ID: 2230-14-00
PROJECT CONSTRUCTION ID: 2230-14-20/70/71
HIGHWAY: STH 59 LENGTH: 1.15 Miles
LIMITS: 124th St to 106th St
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

Proposed Improvement - Nature of work: As determined by project scoping.

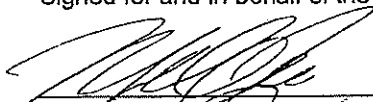
Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

PHASE	ESTIMATED COST				
	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 1,393,447	\$ 1,393,447	100%	\$ -	0%
Real Estate Acquisition: Acquisition	\$ 100,000	\$ 100,000	100%	\$ -	0%
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -	0%
Construction: Participating	\$ 7,400,000	\$ 7,400,000	100%	\$ -	0%
Landscaping	\$ 58,645		0%	\$ (46,916)	CREDIT
New Lighting	\$ 311,000	\$ 189,710	61%	\$ 121,290	39%
Non-Participating	\$ 1,520,000	\$ -		\$ 1,520,000	100%
Total Cost Distribution	\$ 10,803,092	\$ 9,103,157		\$ 1,594,374	

1 Credit to Municipality a lump sum amount of \$46,916 based on cost share policy where State funds 80% of landscaping, credit will be applied to Non-participating category.

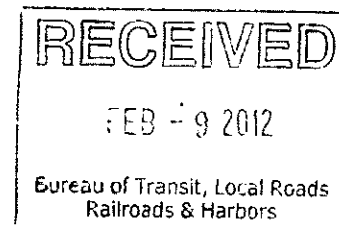
This request is subject to the terms and conditions that follow (pages 2&3), and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of the City of West Allis.


Name Michael Lewis

DPW/City Engineer
Title

2/2/2012
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 which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
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) The grading, base, pavement, and curb and gutter.
 - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - (c) Construction engineering incident to inspection and supervision of actual construction work.
 - (d) Signing and pavement marking, including detour routes.
 - (e) Storm sewer mains necessary for the surface water drainage.
 - (f) Construction of new sidewalks and driveways, replacement of sidewalks and private driveways resulting from roadway construction.
 - (g) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices.
 - (h) Real Estate for the improvement.
 - (i) Preliminary engineering and state review services.
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) 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 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.
 - (b) Maintenance of sidewalks and landscaping features along the project.
 - (c) Maintenance of lighting systems, to include energy.

(d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.

9. Basis for local participation:

Funding for preliminary engineering – 100% State

Funding for real estate required for standard roadway construction, 100% State

Funding for compensable utilities required for standard roadway construction, 100% State

Funding for construction of standard roadway items – 100% State

Funding for lighting, 61% State and 39% Municipality. This cost share is a prorated percentage based upon 2 conditions,

lighting impacted by roadway construction at 100% State,
lighting replaced for safety at 50% State 50% Municipality,

Funding for non-participating items 100% Municipality, including construction engineering services.

A separate project ID 2230-14-71, has been set up for non-participating work. The Municipality shall be required to provide construction engineering services for the work under this project ID. Prior to the start of construction, the Municipality shall coordinate with the State the details of these engineering services.

Parking is proposed to be removed at the completion of this construction project. Parking is funded 100% Municipality. If parking is not removed, this agreement will be revised to include Municipal cost for parking

Funding for landscaping, State to credit the Municipality a lump sum amount of \$46,916, with State credit not to exceed the total cost of non-participating work. This credit is based upon cost share policy of 80% State to construct landscaping. The Municipality shall provide the State proof, within two years of roadway construction, that the work was completed