



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

Revised Date: N/A

Date: December 10, 2015

I.D.: 1517-75-76

Road Name: CTH P/Racine Road & Interchange

Limits:US10/WIS 441 & Racine Road

interchange and Racine Road from 9th to 12th
Street

County: Winnebago

Roadway Length: 1.00 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 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: County P/Racine Road is a four lane Urban Collector with 12' lanes, asphaltic pavement, and curb and gutter. The existing interchange ramp terminal is controlled by a traffic signal. There is also a traffic signal at the Midway Road intersection. The 441 corridor expansion project influences the major side roads and interchanges. Racine Road and the adjacent intersections will be reconstructed to accommodate the corridor improvements.

Proposed Improvement - Nature of work: Construct a four lane urban section from 9th Street north to 12th Street. The proposed roadway consists of two 12' lanes in each direction with integral curb and gutter. Work includes construction of a roundabout at the ramp terminal as well as a second ramp terminal roundabout to accommodate the westbound/southbound off and on movements for WIS 441. Sign structure supports will be constructed for lane designation. Bicycle and pedestrian accommodations are incorporated into the design. Lighting will be installed along Racine Road.

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 Municipality is responsible for costs and labor associated with the adjustment of sanitary manholes. If any of this work is completed by the State, the Municipality will be responsible for 10% of the costs of these items.

PHASE Construction (Participating):	Total Estimated Cost	ESTIMATED COST			
		Federal / State Funds	%	Municipal Funds	%
Project ID 1517-75-76					
Category 1000 – Roadway Items	\$3,924,000	\$3,925,000	100	\$0	0
Category 1100 – Lighting	\$93,000	\$93,000	100	\$0	0
Category 1300 – Traffic Signals	\$96,500	\$96,500	100	\$0	0
Category 1710– Sanitary Adjustments City of Menasha	\$975	\$877.50	90	\$98.50	10
Category 6000 – S-70-213	\$30,000	\$30,000	100	\$0	0
Category 6010 – S-70-214	\$15,000	\$15,000	100	\$0	0
Category 6020 – S-70-215	\$15,000	\$15,000	100	\$0	0
Category 6030 – S-70-216	\$15,000	\$15,000	100	\$0	0
			100	\$0	0
			100	\$0	0
TOTAL COST DISTRIBUTION (without Delivery)	\$4,278,850	\$4,237,752.50		\$42,635	
Construction Delivery (10% of Total)	\$427,885	\$423,775.25		\$4,263.50	
TOTAL COST DISTRIBUTION (includes Delivery)	\$4,706,735	\$4,661,527.75		*\$46,898.50	

- *Total city of Menasha cost share is \$98.50. \$46,898.50 minus the town of Menasha cost share of \$46,800.

This request is subject to the terms and conditions that follow (pages 3 - 7) 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 Menasha (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 moncys 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 (not including additional upsizing of storm sewer main requested by Municipality or needed to carry additional municipal storm water), 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) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (g) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk within the project limits at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (h) Replacement of existing driveways, in kind, necessitated by the project.
 - (i) 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 installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (b) Roadway and bridge width in excess of standards.
 - (c) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (d) Parking lane costs.
 - (e) 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.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered outside of State right of way.
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) Prohibit angle parking.
 - (b) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (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) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (e) Coordinate with the responsible party regarding remediation, including locating a suitable local site for storage of contaminated soils from the sanitary sewer and water main excavation which cannot be replaced in the project trenches or roadway excavations and coordinate with the responsible party regarding the disposal of such soils.
 - (f) Coordinate with the Wisconsin Department of Natural Resources regarding the discharge into sanitary sewers of contaminated groundwater originating from dewatering of trench excavations for sanitary sewer and water main.
 - (g) Coordinate with the State on changes to highway access within the project limits.
 - (h) 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.
9. The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project.
10. All costs contained in this agreement are estimated costs and include 10% for delivery. Actual construction

costs will be based upon as-let bid prices and the final contract quantities required to complete the work.

11. Once the maintenance responsibility of the project has been transferred to the Municipality, the State is released from any and all costs associated with the future maintenance and/or removals of improvements included in the project on right-of-way under local jurisdiction.

Project Specific Terms and Conditions

The Municipality shall at its own cost and expense:

1. General

- (a) Maintain all portions of the project that lie within its jurisdiction. Maintain all features outside or under the traveled way within the project limits, to include but not limited to parking lanes, curb and gutter, drainage facilities (including all storm sewers, inlets, related manholes and structures, local lighting, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, medians, and landscaping features and amenities funded by Community Sensitive Solutions (CSS). This agreement does not remove the current municipal maintenance responsibility.
- (b) Maintain all sidewalks and multi-use paths constructed with the project. Maintenance includes, but is not limited to, sidewalk repair, snow removal, ice control, repainting/staining of the colored portions and future replacement (other than future highway projects) of the sidewalk, mowing of the grass in the terrace between any roadway and the sidewalk, and between the sidewalk and right-of-way. Maintenance will include all sidewalks around the intersections and on the approaches. Snow removal and ice control will be completed based on municipal policies.

2. Signing

- (a) Maintain signs not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
- (b) Maintain all local road designation (local road name) signs.
- (c) Overhead sign structures at ramp terminals will be maintained by the Department. See appendix A. These sign structures are:
 - i. S-70-213 – WIS 441 eastbound/northbound ramp terminal roundabout. Racine Road northbound approach, South leg, cantilever
 - ii. S-70-214 – WIS 441 eastbound/northbound ramp terminal roundabout. Ramp eastbound approach, west leg, cantilever
 - iii. S-70-215 – WIS 441 eastbound/northbound ramp terminal roundabout. Racine Road southbound approach, north leg, cantilever
 - iv. S-70-216 - WIS 441 eastbound/northbound ramp terminal roundabout. Ramp westbound exit lanes, west leg, full span sign bridge.
 - v. S-70-211 – To be built under 1517-75-75 project (Racine Road Interchange). On WIS 441 eastbound/northbound exit ramp 400' east of ramp gore, full span sign bridge
 - vi. S-70-212 – To be built under 1517-75-75 project (Racine Road Interchange). Ramp westbound for westbound approach to WIS 441 westbound/southbound ramp terminal, east leg of west ramp terminal, full span sign bridge.

3. Municipal Utilities

- (a) Work necessary to complete improvements required by freeway reconstruction to be financed by 90% Federal/State, 10% Municipality cost share per State Statute 84.295 include the following items:

- i. New installations of, or alteration of, municipal facilities including sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) 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. Municipality has sanitary facilities within the project limits and have requested that WisDOT's contractor make sanitary manhole adjustments. See appendix B. Menasha utilities also has facilities within the project limits but have elected to adjust their facilities with their own forces.
4. Work outside project limits
- (a) None requested
5. Lighting
- (a) Town of Menasha has agreed to maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the municipal lighting within your jurisdiction or as agreed upon with the project limits. See appendix C.
 - i. Department will fund, install, and maintain lighting at the ramp terminal roundabouts.
 - ii. Department will install and the town of Menasha will maintain the lighting from the eastbound ramp terminal roundabout north to the northern project limits as well as from 9th Street to the eastbound ramp terminal roundabout. The town of Menasha is responsible for obtaining a separate agreement with Menasha Utilities and/or other municipalities that share the municipal lighting system. Lighting for this section will be funded 50% State/Fed, 50% town of Menasha.

Public Convenience and Safety

While performing any maintenance activities associated with this agreement, the Municipality shall comply with the following conditions.

- 1. Maintain the safety of the traveling public and control traffic using warnings signs, cones, drums and flaggers consistent with the Manual on Uniform Traffic Control Devices.
- 2. Materials and equipment cannot be stored on the right-of-way.
- 3. The Department shall be notified 7 days prior to erecting any lane closures or lane restrictions.
- 4. Avoid maintenance or lane closures during the peak hours of 6:00-9:00am or 3:00-6:00pm.

Basis for local participation

Utility Adjustments

- 1. Adjust 3 Sanitary Manholes: 3 Sanitary MH Adjustments @ \$325/Each = \$975
 - o Total Municipal Cost without delivery= * 0.10 (\$975) = \$98.50

Total municipal cost share with delivery is \$46,898.50. Town of Menasha cost share is \$46,800, **city of Menasha \$98.50**

[END]