



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

Revised Date: N/A

Date: May 20, 2016

I.D.: 1517-75-87

Road Name: CTH P/Racine Road Landscaping

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: This project is for landscaping and CSS items only and is located along the below stated improvements that are to be completed under 1517-75-76. 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 above and beyond the capped CSS costs as well as 25% of the cost for the masonry wall listed in the below table.

PHASE Construction (Participating):	Total Estimated Cost	ESTIMATED COST			
		Federal / State Funds	%	Municipal Funds	%
Project ID 1517-75-87			100		0
Category 1000 – Roadway Items	\$28,740	\$28,740	100	\$0	0
Category 1100 – Flag pole & Lighting*	\$10,258	\$10,258	100	\$0	0
Category 1400 – Community Sensitive Solutions - Landscaping**					
Priority 1 capped at \$225,000	\$129,517	\$129,517	100	\$0	0
Priority 2 100% City of Menasha	\$0	\$0	0	\$0	100
Category 4000 – Masonry Wall	\$45,000	\$33,000	75	\$12,000	25
TOTAL COST DISTRIBUTION (without Delivery)	\$213,515	\$201,515		\$12,000	
Construction Delivery (10% of Total)	\$21,352	\$20,152		\$1,200	
TOTAL COST DISTRIBUTION (includes Delivery)	\$234,867	\$221,667		\$13,200	

*There is no municipal cost share for the lighting category since the scope and cost only includes a single light used to illuminate the flag display, not continuous lighting.

** Maintenance and cost share for CSS was previously covered by the Town of Menasha as part of the 1517-75-76 SMA's signed 4-28-15, prior to landscaping scope being pulled into a separate LET project. See attached copy for reference. After further discussion the city of Menasha has agreed to take over maintenance and cost share for CSS as stated in this agreement.

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 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 (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) 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) Conditioning, if required, and maintenance of detour routes.
 - (i) 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.

- (j) Replacement of existing driveways, in kind, necessitated by the project.
 - (k) 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.
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- (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 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 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).
- (c) 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. Community Sensitive Solutions

- (a) Maintain all Community Sensitive Solutions and/or enhancement funded items within your jurisdictional area of authority including but not limited to:
 - i. Landscaping within the project limits, including trees along the sidewalk, as well as median plantings.
 - ii. Decorative masonry wall
 - iii. Flag display including the luminaire
- (b) The Municipality will be responsible for all maintenance of the decorative masonry wall including structural type repairs as well as non-structural repairs resulting from graffiti, surface deformation, and/or other cosmetic imperfections.

3. Work outside project limits

- (a) None requested

4. Roundabouts:

- a) City of Menasha has agreed to Maintain landscaping features and amenities within the center of the easternmost (northbound/eastbound ramp terminal) roundabout after 2-year maintenance period specified within the construction contract. No additional landscaping or structures will be allowed in the roundabout without prior approval from the Department. No municipality agreed to maintain the westernmost (southbound/westbound ramp terminal) roundabout so basic low maintenance plantings will be installed and will be maintained by the Department.
- b) Maintain all landscaping around the perimeter of the easternmost roundabout and in the vision corners. Landscaping in the vision corners shall not obstruct the vision of drivers and shall be maintained at a height that will ensure a clear line of sight for motorists and pedestrians. No landscaping or structures will be allowed in the vision corners without prior approval from the State.

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 3:00-600pm.

Basis for local participation

Due to the city of Menasha decision to construct a natural stone veneer masonry wall, vs. the Department proposed concrete form liner wall, the city will be responsible for 25% of the cost for the wall.

Estimated masonry wall cost is \$45,000.

Total estimated cost for City of Menasha: \$13,200

LET construction delivery = $45000 * .25 = \$12,000$

Delivery of 10% - $12000 * 0.10 = \$1,200$

[END]