

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: May 13, 2014
I.D.: 5992-09-75/76 HWY: Aberg Avenue
TITLE: City of Madison, Aberg Avenue
SUBTITLE: Shopko Drive Intersection
CITY: Madison LENGTH: N/A

The signatory, City of Madison, 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 extended by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility: The signal visibility of the intersection is not ideal for a 45 MPH highway. Horizontal curves exist for both the eastbound and westbound directions shortening the advanced sight distance of the intersection. The existing detection does not meet current standards and should be upgraded to help prevent placing drivers in the dilemma zone.

Proposed Improvement: Intersection improvements include installing overhead signals for each through lane as well as adding backplates to all traffic signals. Existing equipment will be upgraded to handle the additional wind load of the backplates. In addition, the existing bases will be evaluated to determine if they will be able to handle the additional wind load placed on them by the backplates. New conduits and handholes will be added for the new overhead monotube structures. The existing cabinet and base will be replaced to handle the additional wiring required to add the overhead signals. To improve detection, the City of Madison will install video detection and the necessary communications equipment to serve the cameras. Pedestrian countdown timers will also be added to the intersection, along with advanced warning signage for the traffic signal in both directions along Aberg Avenue.

Non-participating Items: None.

| PHASE | Total Est. Cost | Federal/ State Funds | % | Municipal Funds | % |
|--|-----------------|------------------------|------------|-----------------|-----------|
| Preliminary Engineering: (5992-09-75) | | (Max \$29,201) | | | |
| Plan Development | \$24,000 | \$21,600 | 90% | \$2,400 | 10% + Bal |
| State Review | \$8,445 | \$7,601 | 90% | \$845 | 10% + Bal |
| Construction (5992-09-76) | | (Max \$206,525) | | | |
| Participating | \$229,473 | \$206,525 | 90% | \$22,947 | 10% + Bal |
| Non-Participating | \$0 | \$0 | 0% | \$0 | 0% |
| Construction Total | \$229,473 | \$206,525 | | \$22,947 | 10% + Bal |
| Total Cost Distribution | \$261,918 | \$235,726 | MAX | \$26,192 | |

The federal funding for ID 5992-09-75 is 90% Federal HSIP Program, **with a maximum federal cap of \$29,201**; 10% local up to \$32,445. Any costs that exceed the Total HSIP Project Cost Cap Amount of

\$32,445 are the 100% responsibility of the local sponsor of the project.

The federal funding for ID 5992-09-76 is 90% Federal HSIP Program, **with a maximum federal cap of \$206,525**; 10% local up to \$229,473. Any costs that exceed the Total HSIP Project Cost Cap Amount of \$229,473 are the 100% responsibility of the local sponsor of the project.

This request is subject to the terms and conditions that follow (pages 2-4) 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 in behalf of the City of Madison (please sign in blue ink.) | | |
| BY: _____ Michael May City Attorney | Date | BY: _____ Paul R. Soglin Mayor |
| BY: _____ David Schmiedicke Finance Director | Date | BY: _____ Maribeth Witzel-Behl City Clerk |
| BY: _____ Eric Veum Risk Manager | Date | |
| Signed for and in behalf of the State: | | |
| 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 will 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 highway fund financing will be limited to participation in the costs of the following items:
 - (a) The grading, base, pavement, and replacement of disturbed driveways in kind.
 - (b) Construction engineering incidental to inspection and supervision of actual construction work.
 - (c) Signing and pavement marking, including detour routes.
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 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) Real estate for the improvement.
 - (f) State review services.
5. As the work progresses, the Municipality will be billed and agrees to pay 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 and the Municipality agrees to pay any required reimbursement to the State.
6. If the Municipality should withdraw the project, it will 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 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) Assume general responsibility for all public information and public relations for the project and to make fitting announcement 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 projects.
 - (e) Provide complete plans, specifications, relocation order, real estate plat, and estimates.
 - (f) Use the WisDOT Utility Accommodation Policy unless it adopts a policy which has equal or more restrictive controls.
9. 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.
10. The basis for local participation is as follows:

The funding for Design ID 5992-09-75 is 90% Federal Highway Safety Improvement Program (HSIP) funding, with the remaining 10% funded by the Municipality. **The maximum federal funding cap is \$29,201.** Any costs that exceed the total HSIP project cost cap amount of \$32,445 are funded 100% by the Municipality.

The funding for Construction ID 5992-09-76 is 90% Federal Highway Safety Improvement Program (HSIP) funding, with the remaining 10% funded by the Municipality. **The maximum federal funding cap is \$206,525.** Any costs that exceed the total HSIP project cost cap amount of \$229,473 are funded 100% by the Municipality.

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