



Revision #2
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on 09/20/2023 and signed by the State on 09/21/2023.

Revised Date: December 1, 2023
Date: **November 9, 2017**
I.D.: 3050-04-01/-21/-81/-82
Road Name: STH 19
Title: C Watertown, Main Street
Limits: Rock River Structure B-28-906
County: Jefferson
Roadway Length: N/A

The signatory **City of Watertown**, 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: Existing structure B-28-906 is a concrete spandrel arch structure built in 1931. During a deck rehabilitation project by the Municipality, deterioration of the substructure spandrels was exposed; this deterioration was not visually available during routine inspections due to its location. The Municipality has removed parking from the structure due to the deterioration.

Proposed Improvement - Nature of work: Replace structure. In HSIS, existing structure is identified as being eligible for the National Register (Cole Memorial Bridge).

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: Cost share in design for connecting highway. All construction costs associated with lanes utilized for parking and adjusting utility manholes and valves.

PROJECT IS CURRENTLY SCHEDULED FOR 2024 CONSTRUCTION

TABLE 1: SUMMARY OF COSTS

| Phase | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|----------------------------------------------------------|---------------------|---------------------|------|-------------------|--------|
| Preliminary Engineering: Plan Development: 3050-04-01 | \$ 806,660 | \$ 604,995 | 75% | \$ 201,665 | 25% |
| Real Estate Acquisition: Acquisition: 3050-04-21 | \$ 16,100 | \$ 16,100 | 100% | \$ - | |
| ¹ Construction: 3050-04-81 | | | | | |
| Roadway | \$ 1,189,700 | \$ 1,189,700 | 100% | \$ - | |
| Structure and Wing Walls | \$ 4,570,800 | \$ 4,570,800 | 100% | \$ - | |
| Parking | \$ 41,300 | \$ - | 0% | \$ 41,300 | 100% |
| Valve & Manhole Adjustments | \$ 8,400 | \$ - | 0% | \$ 8,400 | 100% |
| ² Construction: 3050-04-82 | | | | | |
| Bridge | \$ 2,000,000 | \$ 2,000,000 | MAX | \$ - | BAL |
| Total Cost Distribution | \$ 8,632,960 | \$ 8,381,595 | | \$ 251,365 | |
| Investigation Work Reimbursement | \$ 15,000 | \$ 15,000 | | \$ (15,000) | credit |
| Preliminary/ Final Design | \$ 96,240 | \$ 96,240 | | \$ (96,240) | credit |
| Bid Documents Prep | \$ 21,984 | \$ 21,984 | | \$ (21,984) | credit |

1. Estimates for 3050-04-81 include 12% delivery/engineering oversight
2. Estimate for 3050-04-82 includes 0% delivery/oversight

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3 – 7); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial 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 Financial Agreement.

Signed for and in behalf of the **City of Watertown** (please sign in blue ink)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Stephen Flottmeyer**

Title **WisDOT Southwest Region Planning Manager**

Signature

Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds 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 General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. 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 structure 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.
3. 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) 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.
 - (f) Parking lane costs.

- (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. 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.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.
 8. Basis for local participation:
 - (a) Design Engineering (3050-04-01): The Municipality is responsible for 25% of the design engineering costs for improvements within connecting highway limits.
 - (b) Construction (3050-04-81): As items are identified during the design phase that require cost participation or are ineligible for Federal/State funding, this agreement will be amended to reflect those costs.

Parking: In accordance with Wisconsin Statutes 86.32(4) and WisDOT policy, the Municipality is required to pay 100% of the construction costs for that part of the state trunk highway on which parking is permitted. Payment will be actual cost for the parking lane area and will be made by the Municipality at the time of construction.

Valve & Manhole Adjustments: The Municipality will pay 100% of the cost of adjusting water and sanitary sewer systems, including manhole and valve adjustments. These costs are not eligible for Federal/ State funding.

- (c) Construction (3050-04-82): The City of Watertown has received a \$2 million earmark for the Watertown Structure B-28-906 in the 2023-2025 biennial Wisconsin State Budget. The City of Watertown will be reimbursed for up to \$2 million dollars through this earmark. The City may submit any Bids it receives for preapproval from WisDOT, which shall confirm within 10 days that the Bid contains approved eligible project costs. The City will submit all invoices to WisDOT. WisDOT will directly pay all invoices consistent with a preapproved bid within 10 business days. For all other invoices WisDOT will directly pay for eligible project costs, as determined by WisDOT, contained in the invoices within 10 business days. All invoices must contain a statement as to whether they are to be directly paid to the vendor or the contractor or reimbursed to the City and the Project ID along with the Items and Quantities to be paid. Send all invoices by email to: DOTExpenditureAccounting@dot.wi.gov.

Phase 1 – Municipal work to detach and stabilize the Masonic Temple shall be completed by April 1, 2024.

Phase 2 – Municipal work to detach the lower portion of the Masonic Temple and stabilize the building shall be awarded no later than February 23, 2024. The portion of Phase 2 work associated with Northwest quadrant (Bank property) shall be completed no later than April 12, 2024. WisDOT or its contractor shall provide 14 day notice prior to the completion of the eastern cofferdam and shall provide 15 consecutive working days for the Municipality's contractor to complete the phase 2 work in the Northeast quadrant (Masonic Temple).

Upon completion of work to excavate and fully disconnect existing structure B-28-906 from any buildings or appurtenances in the NE Quadrant of the structure, the Municipality shall send a letter stating that such work has been completed, and that the Masonic Temple building is stable and structurally sound so that WisDOT can move forward with the bridge replacement and roadway project. The letter shall be provided on the 15th working day of the allotted time frame or on the last day of work, whichever is sooner. Letter shall be sent to:

Wisconsin Department of Transportation
ATTN: SW Region Director
2101 Wright Street
Madison, WI 53704

- (d) Investigation Work Reimbursement: The Municipality hired a firm to complete investigations, design, and bid documents preparation for the project. Cost of the investigation work, design, and bid documents preparation is eligible for State funding. The Municipality paid \$15,000 for the investigation work. The State will reimburse the Municipality \$15,000. The Municipality paid \$96,240 for the design work. The State will reimburse the Municipality \$96,240. The Municipality paid \$21,984 for the bid documents preparation work. The State will reimburse the Municipality \$21,984. Reimbursement will be paid to the City of Watertown via direct payment and will not be a credit to the project.

9. Indemnification

- (a) The Municipality shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the work or Municipality's conduct.
- (b) In carrying out the provisions of this Agreement, or in exercising any power or authority granted to the State thereby, there shall be no personal liability upon the authorized representatives of the State, it being understood that in such matters they act as agents and representatives of these agencies.
- (c) The Municipality shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the Municipality's performance of the work under this Agreement.
- (d) The Municipality shall indemnify and save harmless the State and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence of the Municipality in connection with performance and completion of the work covered by this Agreement.

10. Insurance Requirements

- (a) The Municipality shall maintain the following types and limits of commercial insurance in force until such time as all work under or incidentals to the contract have been completed.

| Type of Insurance | Minimum Limits Required* |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i. Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage. | 1. \$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million. |
| 2. Worker's Compensation and Employer's Liability Insurance | 3. Worker's Compensation: Statutory Limits Employer's Liability 4. Bodily Injury by Accident - \$100,000 Each Accident 5. Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee |
| 6. Commercial Automobile Liability Insurance; shall cover all Municipality owned, non-owned and hired vehicles used in carrying out the contract. | i. \$1 Million - Combined Single Limits per occurrence |
| ii. Architect's and Engineers Errors and Omissions Insurance** | 1. \$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million |

*These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

**This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.

- (b) An Insurance Certificate, (or Certificates) showing the Municipality is covered by the above required types and amounts of insurance and naming the State as an additional insured shall be furnished to the State prior to the performance of any services under this Agreement.
- (c) A 60 day notice of cancellation or change in coverage shall be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The State reserves the right to require other coverage and limits as described in the special provisions of this Agreement.

- (d) The above insurance requirements shall apply with equal force whether the work under this Agreement is performed by the Municipality, a subcontractor of the Municipality, or by any entity employed directly or indirectly by either party.
- (e) Any exceptions to the above insurance requirements requires approval from the Statewide Consulting Engineer.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.