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 <p>STATE/MUNICIPAL AGREEMENT FOR A INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT</p> <p>Subprogram #: 290 Program Name: TAP</p>	<p>Revised Date: Date: 02/22/2019</p> <p>I.D.: 1009-00-84/85</p> <p>Project Title: Milwaukee Public Schools Education and Encouragement Program (MPS and Wisconsin Bicycle Fed Collaboration)</p> <p>Location/Limits (as applicable): City of Milwaukee Schools Project Length (if applicable) SFYs 2019 and 2020</p> <p>Project Sponsor: Milwaukee Public Schools</p> <p>Counties: Milwaukee</p> <p>MPO Area: Southeastern Wisconsin Regional Planning Commission</p>
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The signatory **Milwaukee Public Schools with the Bicycle Federation of Wisconsin**, hereinafter called the Project Sponsor, 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 transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, Indian tribes, consistent with federal law 23 U.S.C. 133 (h).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work:
Award for State Fiscal Years 2019 and 2020 is to bring instructors, bikes, and helmets directly into schools for two weeks to provide in-depth education using in-class and on-bike modules. The program will directly educate 16,000 students. Walking Wisdom, a pedestrian skills curriculum, will be used to educate 1st-3rd graders, while 4th- 8th graders will receive Bicycle Driver's Education, focusing on bicycle skill and knowledge building. The Bike Fed Valid Bike Shop, located within a high school, will continue to provide a fleet and maintenance of over 150 bikes. This will supply the SRTS program with inventory for on-bike skills teaching.

Need for or Benefits of Project – summarize reasons for request:
This is a continuation of an existing program and partnership. MPS is a sprawling and diverse school community spread across 131 K-8 schools with 56,657 K-8 students. In 2014-15, about 82.4% of MPS students were economically disadvantaged. This project allows the program to continue.

The Project Sponsor agrees to the following State Fiscal Year 2016-2020 TAP project funding conditions:

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
(SFY 19) ID 1009-00-84					
School Coordinator	\$14,400	\$11,520	80%*	\$2,880	20% + BAL*
Education Director	\$2,640	\$2,112	80%*	\$528	20% + BAL*
Program Manager	\$88,000	\$70,400	80%*	\$17,600	20% + BAL*
Instructors (BWI and Valid)	\$86,800	\$69,440	80%*	\$17,360	20% + BAL*
Expenses**	\$12,100	\$9,680	80%*	\$2,420	20% + BAL*
Subtotal Est. Cost Distribution	\$203,940	\$163,152		\$40,788	

Authorization to Incur Costs (DT 1632) SFY 19
(Yr1) Project ID 1009-01-06 no earlier than July
25, 2018

(SFY 20) ID 1009-000-85					
School Coordinator	\$14,400	\$11,520	80%*	\$2,880	20% + BAL*
Education Director	\$2,640	\$2,112	80%*	\$528	20% + BAL*
Program Manager	\$88,000	\$70,400	80%*	\$17,600	20% + BAL*
Instructors (BWI and Valid)	\$86,800	\$69,440	80%*	\$17,360	20% + BAL*
Expenses**	\$13,600	\$10,880	80%*	\$2,720	20% + BAL*
Subtotal Est. Cost Distribution	\$205,440	\$164,352		\$41,088	

Authorization to Incur Costs (DT 1632) SFY 20
(Yr2) Project ID 1009-01-07 no earlier than July
25, 2019

Total Est. Cost Distribution	\$409,380	\$327,504		\$81,876
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*This project has a TAP federal funding maximum of \$327,504. This maximum is cumulative for all federally funded project activities.

**Expenses include U-Haul rental, gas, helmets, office and education team materials, printing of marketing and programming materials, professional development and SRTS conference, web costs for encouragement program.

This request is subject to the terms and conditions that follow (pages 4-10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: Milwaukee Public Schools (please sign in blue ink)					
Name		Title		Date	5-13-19
Signed for and in behalf of: Wisconsin Bike Federation (please sign in blue ink)					
Name		Title	Director of Programs	Date	4/30/19
Signed for and in behalf of the State					
Name		Title	Program Policy Section Chief	Date	5/15/2019

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. Management Consultant and State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- 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. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

22. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
23. Federal Single Audits of the Project Sponsor:
 - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
 - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
24. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
25. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
26. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - 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 relocation orders and real estate plats and easements, as required by the project.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
30. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
31. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V005457)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]
Authorized Representative

By: [Signature]
Adria D. Maddaleni, J.D., Director
Procurement and Risk Management

Date: 4/30/19

Date: 5/8/19

Bicycle Federation of Wisconsin Educational Foundation, Inc.
3618 West Pierce Street, #250
Milwaukee, WI 53215
(414) 431-1798

By: [Signature]
Keith P. Posley, Ed.D.,
Superintendent of Schools

Date: 5.13.19

SSN / FEIN: [REDACTED]

Budget Code: CSV-0-S-SA9-OW-ECTS \$163,152
GN6-0-0-AME-CI-ECTS \$40,788

By: [Signature]
Larry Miller, President
Milwaukee Board of School Directors

Date: 5/14/19

Reviewed by Risk Management:

By: [Signature]

Date: 5.15.19