



2024 - 2025

# Local Roads Improvement Program (LRIP) State Municipal Project Agreement

Date:	<b>July 30, 2024</b>	Program Type:	<b>MSIGT</b>
LRIP Project Number:	<b>19405</b>	Project ID:	<b>39508802503</b>
County:	<b>Waukesha</b>	Appropriation:	<b>27800</b>
Recipient:	<b>City of Waukesha</b>	Account:	<b>8700140</b>

The signatory city, village, town or county, hereinafter called the MUNICIPALITY, through its duly authorized officers or officials via the signed LRIP application form and terms and conditions, and the State of Wisconsin Department of Transportation, hereinafter called the STATE, enter into this agreement to accomplish the described project.

The authority for the MUNICIPALITY and the STATE to enter into this agreement is provided by the *Wisconsin Administrative Code TRANS 206.03(12)*.

Improvement Type: **Resurfacing**

Surface Type: **70 - Hot Mix Asphalt Pavement (HMAC)**

On Route 1: **Fox River Pkwy** Additional Locations are displayed on Page 2  
 At Route: **Fox Point Dr**  
 Toward Route: **Market Pl**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Binder Mat, Geotextile grid fabric, Pavement marking, Sanitary sewer\*, Sidewalk, Storm sewer, Street signs\*, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
<b>2.00 in</b>	<b>17 ft 0 in</b>	<b>2 ft 0 in</b>	<b>Y</b>	<b>2 ft 0 in</b>	<b>Y</b>

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds (includes ineligible costs)
Engineering:	<b>\$0.00</b>		
Right-of-Way Acquisition:	<b>\$0.00</b>		
Construction:	<b>\$783,917.75</b>		
Total Eligible Costs:	<b>\$783,917.75</b>		
Total Ineligible Costs	<b>\$100,000.00</b>		

Total Improvement Costs:	<b>\$883,917.75</b>	<b>\$147,635.38</b>	<b>\$736,282.37</b>
--------------------------	---------------------	---------------------	---------------------

This request is subject to the terms and conditions agreed to at the time of application for the designated MUNICIPALITY and upon acceptance by the STATE, per signature below, shall constitute agreement between the MUNICIPALITY and the STATE.

Accepted for the State of Wisconsin, Department of Transportation:

By: <u>Merrill Mechler-Hickson</u>	<u>July 30, 2024</u>
Local Transportation Programs and Finance	Date

**2024 - 2025**  
**Local Roads Improvement Program (LRIP)**  
**State Municipal Project Agreement**

**Additional Locations:**

On Route 2: **School Dr**  
 At Route: **Fox River Pkwy (Termini)**  
 Toward Route: **Haymarket Rd**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Binder Mat, Geotextile grid fabric, Pavement marking, Sanitary sewer\*, Sidewalk, Storm sewer, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
<b>2.00 in</b>	<b>17 ft 0 in</b>	<b>2 ft 0 in</b>	<b>Y</b>	<b>2 ft 0 in</b>	<b>Y</b>

On Route 3: **Fox Point Dr**  
 At Route: **Fox River Pkwy (Termini)**  
 Toward Route: **Wisteria Ln (Termini)**

Need for Improvement: **Severe Asphalt Deterioration**

Other Work: **Adjust manholes, Binder Mat, Geotextile grid fabric, Pavement marking, Sanitary sewer\*, Sidewalk, Storm sewer, Street signs\*, Undercutting**

Thickness	Travel Width (Per Lane)	Left Shoulder	Curb & Gutter	Right Shoulder	Curb & Gutter
<b>2.00 in</b>	<b>17 ft 0 in</b>	<b>2 ft 0 in</b>	<b>Y</b>	<b>2 ft 0 in</b>	<b>Y</b>

Project Funding						
Funding Type	From Project	Program Type	Biennium	Sunset Date	Approved Amount	Date
New Biennium Project	N/A	MSIGT	2024 - 2025	<b>June 30, 2029</b>	\$147,635.38	July 30, 2024
					Total	\$147,635.38

2024 - 2025  
Local Roads Improvement Program (LRIP)  
State Municipal Project Agreement

**Terms and Conditions**

1. The Wisconsin Department of Transportation ("State") shall not be liable to the Municipality/County for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality/County for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
2. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality/County and the Municipality's/County's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality/County and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality/County or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality/County and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality/County and its sureties; or any other law, ordinance, order or decree relating to the Municipality's/County's operations.
3. Contract modification: This Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this Agreement nor any of its attachments may be changed, waived or terminated orally.
4. Binding effects: All terms of this Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
5. Choice of law and forum: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
6. Non-appropriation of funds: With respect to any payment required to be made by the State under this Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Wisconsin Legislature. If such funds are not so appropriated, either the Municipality/County or the State may terminate this Agreement after providing written notice not less than thirty (30) days before the termination is to take effect. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
7. The initiation and accomplishment of the improvement will be subject to the applicable federal, state and local laws, administrative policy and program rules, ordinances, standards, and contract bidding requirements. Please note that if any portion of an improvement is funded using federal funds (including design, real estate, or other related work activities), the entire improvement will be subject to federal requirements. All components of the improvement must be defined in the environmental document if any portion of the project is federally funded.
8. The construction of the improvement will be in accordance with the appropriate standards unless an exception to standards is granted by the state prior to construction. The entire cost of the improvement not constructed to standards will be the responsibility of the Municipality/County unless such exception is explicitly granted in writing by the State.
9. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
10. The work, which is eligible for state participation, will be administered by the Municipality/County. The authority for the State to delegate this responsibility is described in Wis. Admin. Code Trans 206.
11. The Municipality/County agrees to comply with the relevant applicable statutes as it relates to advertisements for bids. The State encourages the Municipality/County to post advertisement longer than the minimum requirement to provide the widest possible coverage.
12. All Municipality/County contracts for this project will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of Wis. Stat. § 86.31(2) and all other municipal/county bidding requirements.
13. State financing will be limited to up to 50 percent (%) participation in eligible items or to the limit approved for the improvement - whichever is less.
14. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) is/are fully reimbursed.
15. In order to guarantee the Municipality's/County's foregoing agreements to pay the State, the Municipality/County, 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/County.
16. The Municipality/County will keep records of the cost of the improvement together with letting documents and will have them available for inspection by representatives of the State and will furnish copies when requested.

2024 - 2025  
Local Roads Improvement Program (LRIP)  
State Municipal Project Agreement

17. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds \$65,000 per Wis. Stat. § 86.31(2)(e).

18. Federal Single Audits of Local Government Units:

- a. The Municipality/County shall have a single organization audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Circular No. A-133)
- b. This audit shall be performed in accordance with Federal Circular A-133 issued by the Federal Office of Management and Budget (OMB) and state single audit guidelines issued by the Wisconsin Department of Administration (DOA).
- c. The Municipality/County will keep records of costs of construction, inspection tests and maintenance done by it to enable the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be subject to a project review or audit as directed by the State within ten (10) years of project closing.

19. The Municipality/County will maintain, at its own cost and expense, all portions of the project that lie within its jurisdiction and will make ample provision of such maintenance as long as the road remains open to traffic.

20. In accordance with the State's sunset policy for Local Road Improvement Program projects, the subject improvement must be constructed and submitted for reimbursement within three biennia.

21. Nothing in this Agreement shall be deemed a waiver of the State's Sovereign Immunity.

22. In connection with the performance of work under this Agreement, the Municipality/County 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 contractor further agrees to take affirmative action to ensure equal employment opportunities. The Municipality/County agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**Checking this box indicates that the Preparer is authorized to conduct official business for the Municipality/County identified below and upon acceptance by the State shall constitute agreement between the Municipality/County and the State, subject to the terms and conditions above.**

<b>Recipient:</b>	City of Waukesha	<b>County:</b>	Waukesha	
<b>Head of Government:</b>	SHAWN REILLY	<b>Title:</b>	Head of Government	
<b>Preparer:</b>	Craig Ausen	<b>Title:</b>	Public Works Director/Municipal Engineer/Public Works Staff	<b>Date:</b> 06/17/2024
<b>Reviewer:</b>	Ryan Hilgendorf	<b>Title:</b>	Public Works Director/Municipal Engineer/Public Works Staff	<b>Date:</b> 06/18/2024