	3rd Revision **STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROGRAM PROJECT** *This agreement supersedes the agreement signed by the Municipality on March 20, 2024 and signed by the DOT on March 21, 2024..* **Program Name: STP-Urban** **Population Group: 200,000-500,000** **Sub-program #: 206** **Cycle: BIL 2023-2026**	Revised Date: **March 11, 2025** Date: **January 25, 2023** I.D.: **4984-24-50/74/75** Roadway Name: **Lawe Street** Limits: **College Avenue to Wisconsin Avenue** County: **Outagamie** Roadway Length: **0.8 MILES** Functional Classification: **Collector** Project Sponsor: **City of Appleton**

The signatory, **City of Appleton**, 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 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 is federally funded. 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.

Existing Facility - Describe and give reason for request: **The year of last improvement is 1973. The road consists of an urban cross section with two lanes of concrete pavement. The pavement has a rating of 1 and is cracking and experiencing joint failure. The road has curb and gutter and existing sidewalk. The existing pavement is cracked and deteriorated to a point that requires complete reconstruction. There is a railroad facility at the north end of the project.**

Proposed Improvement - Nature of work: **The proposed improvement is an urban reconstruction for 0.65 miles of concrete pavement with a pavement width of 42 feet. The proposed roadway is to include bike lanes on the street, curb and gutter, street lighting, pavement marking, signing and 5-foot sidewalks on both sides of the road. There will be extensive grading, and less than ½ acre of strip right-of-way will be acquired. Railroad improvements are proposed.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Maintenance and repair of haul roads, adjustments to water main and sanitary sewer facilities (if applicable) and roadway widths exceeding WisDOT standards, and railroad crossing surface improvements.**

The Municipality agrees to the following **BIL 2023-2026** Urbanized Area project funding conditions:

Project ID **4984-24-74** design costs are funded with up to 80% federal funding up to a funding limit of **$364,907**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **$364,907** federal funding limit.

Non-participating design costs which include real estate, railroad and compensable utility costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID **4984-24-75** construction costs are funded with up to 80% federal funding up to a funding limit of **$2,985,748**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **$2,985,748** federal funding limit.

Non-participating construction costs which include, but is not limited to, relocation/adjustments to water and sanitary sewer facilities and maintenance and repair of haul roads are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026.** Sunset date: **June 30, 2031**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **$3,350,655** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4984-24-74					
Design	**$ 439,934**	**$ 351,947**	80%*	**$ 87,987**	20% + BAL
State Review	**$ 16,200**	**$ 12,960**	80%*	**$ 3,240**	20% + BAL
Project total	*$* **456,134**	*$* **364,907**		*$* **91,227**	
ID 4984-24-50					
CN RR Crossing Surface	**$ 25,000**	**$ 0**		**$ 25,000**	100%
State Review	**$ 250**	**$ 0**		**$ 250**	100%
Project total	**$ 25,250**	**$ 0**		**$ 25,250**	100%
ID 4984-24-75					
Participating Construction	**$ 3,297,087**	**$ 2,637,670**	80%*	**$ 659,417**	20% + BAL
Construction Engineering	**$ 414,698**	**$ 331,758**	80%*	**$ 82,940**	20% + BAL
Non-Participating Construction	**$ 20,500**	**$ 0**	0%	**$ 20,500**	100%
State Review	**$ 20,400**	**$ 16,320**	80%*	**$ 4,080**	20% + BAL
Project total	*$* **3,752,685**	*$* **2,985,748**		*$* **766,937**	
Total Est. Cost Distribution	**$ 4,234,069**	**$ 3,350,655**		**$ 883,414**	

*Design ID **4984-24-74** federal/state funding is limited to $ **364,907**
*Construction **ID 4984-24-75** federal/state funding is limited to $ **2,985,748**

This request is subject to the terms and conditions that follow (pages 3 – 8) 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.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **City of Appleton** (please sign in blue ink.)

Name Title Date

Signed for and in behalf of the **State**:

Name Title Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

   a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

   b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State

laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.

d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.

f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved BIL 2023-2026 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

   a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

   b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

   c. Storm sewer mains necessary for the surface water drainage.

   d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

   e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

   f. Signing and pavement marking.

   g. New installations or alteration of street lighting and traffic signals or devices.

   h. Landscaping.

   i. Preliminary engineering and design.

   j. State review services.

5. The work will be administered by the State and may include items not eligible for federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the BIL 2023-2026 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

    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 municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Real estate for the improvement.

    f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

    g. All work related to underground storage tanks and contaminated soils.

    h. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality 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 Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. 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.

13. In accordance with the State's sunset policy for STP Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of

a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, 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 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 project.

    e. Provide complete plans, specifications, and estimates to State upon request.

    f. Provide relocation orders and real estate plats to State upon request.

    g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    h. Provide maintenance and energy for lighting.

    i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

    a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

    b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

    c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

    d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 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 or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality 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 and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

20. Binding effects: All terms of this State/Municipal 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.

21. Choice of law and forum: This State/Municipal 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 State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal 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 Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following BIL 2023-2026 Urbanized Area STP-Urban project funding conditions:

    a. ID **4984-24-74:** Design is funded with 80% federal funding up to a funding limit of **$364,907**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **$364,907** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

    b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.

    c. Utility items are funded 100% by the Municipality.

    d. ID **4984-24-50**: Costs for railroad crossing surface are funded 100% by the Municipality.

    e. ID **4984-24-75**: Construction:

        i. Costs for items such as grading, gravel, asphalt, curb & gutter, sidewalk, traffic control, etc. are funded with 80% federal funding up to a funding limit of **$2,985,748**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **$2,985,748** federal funding limit.

        ii. Non-participating costs for water and sanitary facilities, utilities, maintenance and repair of haul roads and detours are funded 100% by the Municipality. Costs include construction delivery.

        iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

ORIGINAL SMA FOR REFERENCE

	STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROGRAM PROJECT **Program Name: STP-Urban** **Population Group: 200,000-500,000** **Sub-program #: 206** **Cycle: BIL 2023-2026**	Date: **January 25, 2023** I.D.: **4984-24-74/75** Roadway Name: **Lawe Street** Limits: **College Avenue to Wisconsin Avenue** County: **Outagamie** Roadway Length: **0.8 MILES** Functional Classification: **Collector** Project Sponsor: **City of Appleton**

The signatory, **City of Appleton**, 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 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 is federally funded. 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.

Existing Facility - Describe and give reason for request: **The year of last improvement is 1973. The road consists of an urban cross section with two lanes of concrete pavement. The pavement has a rating of 1 and is cracking and experiencing joint failure. The road has curb and gutter and existing sidewalk. The existing pavement is cracked and deteriorated to a point that requires complete reconstruction. There is a railroad facility at the north end of the project.**

Proposed Improvement - Nature of work: **The proposed improvement is an urban reconstruction for 0.65 miles of concrete pavement with a pavement width of 42 feet. The proposed roadway is to include bike lanes on the street, curb and gutter, street lighting, pavement marking, signing and 5-foot sidewalks on both sides of the road. There will be extensive grading, and less than ½ acre of strip right-of-way will be acquired. Railroad crossing improvements to be determined.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Maintenance and repair of haul roads, adjustments to water main and sanitary sewer facilities (if applicable) and roadway widths exceeding WisDOT standards.**

The Municipality agrees to the following **BIL 2023-2026** Urbanized Area project funding conditions:

Project ID **4984-24-74** design costs are funded with up to 80% federal funding up to a funding limit of **$339,441**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **$339,441** federal funding limit.

Non-participating design costs which include real estate, railroad and compensable utility costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID **4984-24-75** construction costs are funded with up to 80% federal funding up to a funding limit of **$2,454,193**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **$2,454,193** federal funding limit.

Non-participating construction costs which include, but is not limited to, relocation/adjustments to water and sanitary sewer facilities and maintenance and repair of haul roads are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2026.** Sunset date: **June 30, 2031**.

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **$2,793,634** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 4984-24-74					
Design	**$ 500,000**	**$ 328,788**	80%*	**$ 171,212**	20% + BAL
State Review	**$ 16,200**	**$ 10,653**	80%*	**$ 5,547**	20% + BAL
Project total	*$* **516,200**	*$* **339,441**		*$* **176,759**	
ID 4984-24-75					
Participating Construction	**$ 3,297,087**	**$ 2,168,083**	80%*	**$ 1,129,004**	20% + BAL
Construction Engineering	**$ 414,698**	**$ 272,695**	80%*	**$ 142,003**	20% + BAL
Non-Participating Construction	**$ 20,500**		0%	**$ 20,500**	100%
State Review	**$ 20,400**	**$ 13,415**	80%*	**$ 6,985**	20% + BAL
Project total	*$* **3,752,685**	*$* **2,454,193**		*$* **1,298,492**	
Total Est. Cost Distribution	**$ 4,268,885**	**$ 2,793,634**		**$ 1,475,251**	

*Design ID **4984-24-74** federal/state funding is limited to $ **339,441**
*Construction **ID 4984-24-75** federal/state funding is limited to $ **2,454,193**

This request is subject to the terms and conditions that follow (pages 3 – 8) 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.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: **City of Appleton** (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the **State**:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.

    d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.

    e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.

    f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

    g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

    h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved BIL 2023-2026 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.

    c. Storm sewer mains necessary for the surface water drainage.

    d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

    e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

    f. Signing and pavement marking.

    g. New installations or alteration of street lighting and traffic signals or devices.

    h. Landscaping.

    i. Preliminary engineering and design.

    j. State review services.

5. The work will be administered by the State and may include items not eligible for federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the BIL 2023-2026 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.

    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 municipality is responsible for determining the detour route.

    d. Conditioning, if required and maintenance of detour routes.

    e. Real estate for the improvement.

    f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

g. All work related to underground storage tanks and contaminated soils.

h. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.

9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.

11. The Municipality 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 Wis. Stat.51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. 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.

13. In accordance with the State's sunset policy for STP Program projects, the subject FFY 2023-2026 STP Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, 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 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 project.

    e. Provide complete plans, specifications, and estimates to State upon request.

    f. Provide relocation orders and real estate plats to State upon request.

g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

h. Provide maintenance and energy for lighting.

i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.

e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality'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 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 or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality 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 and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

19. Contract modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.

20. Binding effects: All terms of this State/Municipal 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.

21. Choice of law and forum: This State/Municipal 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 State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal 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 Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following BIL 2023-2026 Urbanized Area STP-Urban project funding conditions:

    a. ID **4984-24-74:** Design is funded with 80% federal funding up to a funding limit of **$339,441**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **$339,441** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.

c. Utility items are funded 100% by the Municipality.

d. ID **4984-24-75**: Construction:

   i. Costs for items such as grading, gravel, asphalt, curb & gutter, sidewalk, traffic control, etc. are funded with 80% federal funding up to a funding limit of **$2,454,193**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **$2,454,193** federal funding limit.

   ii. Non-participating costs for water and sanitary facilities, utilities, maintenance and repair of haul roads and detours are funded 100% by the Municipality. Costs include construction delivery.

   iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

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