2020 – 2021
Local Roads Improvement Program
State Municipal Project Agreement - Revised

Date:	**August 25, 2020**	Program Type:	**CHID Supplemental**
LRIP Project #:	1009-48-47	Project ID:	1009-48-47
County:	**Portage**	Appropriation:	20700
Recipient:	**Portage**	Account:	8700140

On Route: **County Highway R**
At Route: **Black Oak Drive**
Toward Route: **Pinewood Drive**

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)*.

Need for Improvement: **Severe Asphalt Deterioration**

Improvement Type: **Reconstruction** Purchase Hot Mix Asphalt Only

Proposed Improvement: **Pulverize Existing Pavement**

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

Other work to be completed on this project:

Due to substandard soil tests, the base materials will be removed and replaced with 10" of stone, graded and compacted.

Thickness:	**4.5 in**	Travel Width (per lane):	**12 ft 0 in**
Left Shoulder:	**6 ft 0 in**	Right Shoulder:	**6 ft 0 in**
Curb & Gutter:	**N/A**	Curb & Gutter:	**N/A**

Project Cost Summary	Estimated Costs	LRIP/State Funds	Municipal Funds
Engineering:	**$ 0.00**		
Right-of-Way Acquisition:	**$ 0.00**		
Construction:	$4,783,087.00	$1,000,000.00	$3,783,087.00
Total Eligible Costs:	$ 0.00	$1,000,000.00	$3,783,087.00
Total Ineligible Costs:			
Total Improvement Costs:	**$4,783,087.00**	**$1,000,000.00**	**$3,783,087.00**

This request is subject to the terms and conditions that follow 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 either 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.

Signed for and in behalf of: Portage County

Name	Title	Date

Signed for and in behalf of the State:

Name	Title	Date

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Local Roads Improvement Program
State/Municipal Project Agreement

TERMS AND CONDITIONS

1. 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.
2. 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 granted.
3. The Municipality/County will assume all responsibility for complying with all applicable environmental requirements for the improvement.
4. 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 ch. Trans 206.
5. All contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the provisions of s.86.31 Wis. Stats. and all other municipal/county bidding requirements.
6. 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.
7. Payments to the Municipality/County will be made after the improvement is completed, and the contractor(s) fully reimbursed.
8. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
9. 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.
10. The design and construction of the improvement must be certified by a registered professional engineer, if the cost of the improvement exceeds $65,000.
11. 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 Department within ten (10) years of project closing.
12. 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.
13. This agreement is subject to the availability of State funds appropriated for this program. The continuance of this agreement beyond the limits of funds already available to the Wisconsin Department of Transportation is contingent upon appropriation of the necessary funds by the Wisconsin Legislature and the Governor. (Reference 66 OAG 408; State ex rel. LaFollette v. Reuter, 36 Wis. 2d 96, 119 [1967])
14. In accordance with the State's sunset policy for LRIP projects, the subject improvement must be constructed and submitted for reimbursement within three biennium.