



**REVISION NO. 1  
STATE/MUNICIPAL AGREEMENT  
FOR A STATE-LET  
TRANSPORTATION  
ALTERNATIVES PROGRAM (TAP)  
PROJECT**

*This agreement supersedes the agreement signed by the Project Sponsor on October 26, 2022 and signed by DOT on November 11, 2022. This revision changes the construction project from a local let to a state let.*

**Program Name: TAP**

**Sub-program #: 290**

Revised Date: **December 17, 2024**

Date: **October 19, 2022**

I.D.: **5991-07-72/73**

Project Title: **C La Crosse, Wagon Wheel Trail**

Location/Limits: **La Crescent MN to C La Crosse**

Project Length (if applicable): **1.33 miles**

Project Sponsor: **City of La Crosse**

County: **La Crosse**

MPO Area: **La Crosse MPO**

The signatory, **City of La Crosse**, 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. 213.

The authority for the Project Sponsor 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 Project Sponsor 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: **The completion of the Wagon Wheel Trail Link from La Crosse to La Crescent would create a connection between; the economic and employment centers of both communities, intercity/interstate/intrastate transit, four schools, Regional Bicycle Route 1, the Mississippi River Trail (MRT), La Crosse's shared-use trail network, the original Rails to Trails segment in Sparta, La Crosse/La Crescent; parks, beaches, and greenspace, the Upper Mississippi National Wildlife and Fish Refuge, and the Great River Road.**

**The proposed improvements will begin at the terminus of the existing Wagon Wheel Trail and terminate at the underpass west of the Cass Street bridge. The proposed improvements are to construct a 10-foot wide shared-use path between Wagon Wheel Trail and west end of the West Channel Bridge, construct a 14-foot wide shared-use path by extending the existing West Channel Bridge to the north, and widen the existing north sidewalk to create a 10-foot wide shared use path between the east end of the West Channel Bridge and underpass west of the Cass Street bridge.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. 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 & repair of haul roads.**

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

Project design is funded 100% by the Project Sponsor including state review.

Project construction costs are funded with 80% federal funding up to a maximum of \$4,010,400 when the Project Sponsor agrees to provide the remaining 20% and any funds in excess of the \$4,010,400 federal funding maximum, in accordance with the TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State that the project is authorized and available for charging.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date: August 25, 2022**  
**Commencement deadline: August 25, 2026**  
**Completion deadline: June 30, 2029**

**The project commencement deadline is fixed by statute, and may not be extended.**

**In accordance with the State's sunset policy for Transportation Alternatives Program projects, the subject 2022-2026 Transportation Alternatives Program improvement must be constructed and in final acceptance by June 30, 2029. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.**

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

| PHASE                               | SUMMARY OF COSTS   |                    |     |                       |             |
|-------------------------------------|--------------------|--------------------|-----|-----------------------|-------------|
|                                     | Total Est. Cost    | Federal Funds      | %   | Project Sponsor Funds | %           |
| <b>ID 5991-07-72</b>                |                    |                    |     |                       |             |
| Design                              | \$0                | \$0                | 0%  | \$0                   | 100%        |
| State Review                        | \$28,200           | \$0                | 0%  | \$28,200              | 100%        |
| <i>Project totals</i>               | \$28,200           | \$0                |     | \$28,200              |             |
| <b>ID 5991-07-73</b>                |                    |                    |     |                       |             |
| Participating Construction          | \$4,709,000        | \$3,766,899.43     | 80% | \$942,100.57          | 20% + BAL * |
| Non-Participating Construction      | \$1,000            | \$0                | 0%  | \$1,000               | 100%        |
| Construction Engineering            | \$280,000          | \$223,982.13       | 80% | \$56,017.87           | 20% + BAL * |
| State Review                        | \$24,400           | \$19,518.44        | 80% | \$4,881.56            | 20% + BAL * |
| <i>Project totals</i>               | \$5,014,400        | \$4,010,400        |     | \$1,004,000           |             |
| <b>Total Est. Cost Distribution</b> | <b>\$5,042,600</b> | <b>\$4,010,400</b> | N/A | \$1,032,200           | N/A         |

\*The project has a TAP federal funding maximum of \$4,010,400. This maximum is cumulative for all federally-funded project phases

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 Project Sponsor and upon signature by the State and delivery to the Project Sponsor shall constitute agreement between the Project Sponsor 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.

|  |       |      |
|--|-------|------|
| Signed for and in behalf of: <b>City of La Crosse</b> (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 Project Sponsor, 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 Project Sponsor 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 Project Sponsor 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 Project Sponsor 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 and Wis. Stat. 103.50.
  - 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 requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All DBE requirements that the State specifies.
  - g. Federal Statutes that govern the Transportation Alternatives Program, including but not limited to 23 U.S.C. 213 and Wis. Stat. 85.021.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved State Fiscal Year 2022-2026 Transportation Alternatives 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. State Review Services for construction ID 5991-07-73.
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 Project Sponsor 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. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

## PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the State Fiscal Year 2022-2026 TAP improvement project to be financed entirely by the Project Sponsor 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 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).

- h. Real estate for the improvement.
  - i. Preliminary engineering and design.
  - j. State review services for design ID 5991-07-72.
  - k. Other 100% Project Sponsor funded items: None.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted. The project sponsor is an eligible recipient of these grant funds pursuant to Wisconsin Statute 85.021 and federal law at 23 U.S.C. 213.
  9. Work to be performed by the Project Sponsor 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 Project Sponsor but must be coordinated with all other work undertaken during construction.
  10. The Project Sponsor is responsible for financing administrative expenses related to Municipal project responsibilities.
  11. 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.
  12. The Project Sponsor 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. In order to guarantee the Project Sponsor's foregoing agreements to pay the State, the Project Sponsor, 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 Project Sponsor.
  13. The subject project must be constructed and in final acceptance by June 30, 2029. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
  14. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
  15. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post-project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
  16. 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, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. Sponsors of TAP projects within the Safe Routes to School eligibility category will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
    - 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 project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- 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.

17. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor 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 Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse WisDOT if WisDOT 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 Project Sponsor 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 Project Sponsor 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 in 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 Project Sponsor, 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.

## LEGAL RELATIONSHIPS:

18. 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.
19. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Project Sponsor and the Project Sponsor'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 Project Sponsor 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 Project Sponsor or its sureties; or because of any claims or amounts recovered for any infringement by the Project Sponsor 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 Project Sponsor and its sureties; or any other law, ordinance, order or decree relating to the Project Sponsor's operations.
20. Contract Modification: This State/Municipal Agreement can only 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.
21. 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.
22. 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

23. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:
  - a. ID 5991-07-72: Design is funded 100% by the Project Sponsor. This phase includes Plan Development and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% by the Project Sponsor.
  - b. ID 5991-07-73: Construction:
    - i. Costs for constructing the multi-use trail are funded with 80% federal funding up to a maximum of \$4,010,400, when the Project Sponsor agrees to provide the remaining 20%, and any funds in excess of the \$4,010,400 federal funding maximum.
    - ii. Non-participating costs for maintenance and repair of haul roads are funded 100% by the Project Sponsor. 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 Project Sponsor.
  - c. The maximum participation of federal funding will be limited to **80%** of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$4,010,400** is cumulative for all federal/ earmark funded project phases.

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