

Street Intersection Improvement Contract
City of Waukesha – Village of Waukesha

This Contract is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and the Village of Waukesha, W250S3567 Center Road, Waukesha, Wisconsin 53189, referred to herein as the Village. Together, the City and Village are referred to herein as the Parties.

Recitals

On January 5, 1989, the City and the Village entered into a contract by which improvements would be made to Sunset Drive, a street passing through an island of the Village (then the Town of Waukesha), the responsibilities and costs of doing so would be shared between the Parties.

One of the improvement projects included in the 1989 contract was the installation of automatic traffic signals at the intersection of South Prairie Avenue and Sunset Drive, which is referred to herein as the Intersection. The Intersection is located in the Village, but the traffic signals are, and have been, maintained by the City for integration into the City's overall traffic control of Sunset Drive, and because the City has facilities and equipment to maintain traffic control signals.

The traffic control signals at the Intersection are at the end of their service lives and require replacement. In addition, pedestrian curb ramps, signage, and pavement markings at the Intersection are in need of upgrading.

The Parties wish to share the costs of replacement of the signals and the other improvement work at the Intersection.

Now, therefore, in consideration of the mutual promises herein, the Parties agree and contract by authority of Wis. Stat. §66.0301 as follows:

1. **Federal Grant Funding.** The City has applied for federal grant funds to cover the cost of improvements and construction management at the Intersection. The application states that the anticipated cost of the improvements and construction management is \$575,000.00, and if granted, the federal funds will cover 80% of that cost, or \$460,000.00. If the grant is awarded, the City will apply the entire award to the cost of the improvements and construction management to the Intersection. Any remaining cost, anticipated to be \$115,000, will be paid in equal shares by the Parties. If the federal grant is not awarded, this Contract is voidable prior to the commencement of any work hereunder by either Party, at the option of either Party.
2. **Improvements.** The improvements at the Intersection shall include the replacement of traffic-control signals and all necessary, associated work; the reconstruction and upgrading of pedestrian curb ramps to meet current specifications and requirements; the upgrading of signage to meet current specifications and requirements; the refreshment and upgrading of all pavement markings, and any other incidental work agreed upon by the City and Village. This work is referred to herein as the Improvements. The City shall develop specifications for the Improvements, and the Village shall review and approve them before requests for construction proposals are solicited.
3. **Solicitation for Bids and Bid Award.** The City shall prepare and advertise solicitations for bids for the Improvements, pursuant to Wis. Stat. §62.15. Selection of the winning bidder shall be done by the joint agreement of the City and the Village, and according to the requirements of Wis. Stat. §62.15. The contract with the winning bidder shall be with the City.
4. **Construction Management, Time of Completion.** Construction inspection and management shall be coordinated by the City. Final inspection before acceptance of the completed Improvements shall be done jointly by the City and Village. Construction shall commence as soon as possible after award of the federal grant funding, or as otherwise agreed upon in writing by the Parties, and shall be completed as expeditiously as possible thereafter.

5. **Invoice and Payment.** Upon completion of the Improvements and receipt by the City of the final invoice, the City shall invoice the Village for its share of the cost in excess of the federal grant funds. The invoice shall be payable net 30 days.
6. **Permission to Work within Village Right-of-Way.** The Village grants permission to the City and its contractors to construct the Improvements within Village right-of-way.
7. **Ownership of Completed Improvements.** It is intended that the Improvements will be fixtures to land within the Village, and that the Village will take ownership of the Improvements.
8. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
9. **Governmental Immunities, Liability Limits, and Notice Requirements Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities, notice requirements, or limitations of liability imposed by Wis. Stats. §893.80 or any other law.
10. **Communications.** The City's contact for all communications related to this Contract is Derrin Wolford, Traffic Engineer, dwolford@waukesha-wi.gov, 262-524-3590. The Village's contact for all communications related to this Contract is Kris Snyder, Village Clerk/Treasurer, ksnyder@villageofwaukesha.com, 262-542-5030.
11. **Effective Date.** The effective date of this Contract is the last date of execution shown below.

City of Waukesha

Shawn N. Reilly, Mayor

Date: _____

Gina L. Kozlik, Clerk-Treasurer

Date: _____

Joseph P. Ciarro, Finance Director

Date: _____

Village of Waukesha



Bob Stigler, Village Board President

Date: 8-24-2023



Kris Snyder, Clerk-Treasurer

Date: 8/23/23