

Intergovernmental Agreement
City of Waukesha – School District of Waukesha
Lowell Park Tennis Court Reconstruction

This Intergovernmental Agreement, referred to herein as the Agreement, is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin, referred to herein as the City; and the School District of Waukesha, 222 Maple Avenue, Waukesha, Wisconsin 53186, referred to herein as the School District. Together, the City and the School District are referred to herein as the Parties.

Recitals

Lowell Park in Waukesha has 8 tennis courts that were last reconstructed in 1979. They have been resurfaced numerous times since then, and are now at the end of their useful lives and require complete reconstruction and replacement.

The courts are open to the public, but are also reserved for use by the School District's high school tennis teams. The boys' teams use the courts in the spring, and the girls' teams use the courts in the fall.

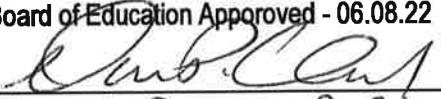
Because the courts are jointly used by the general public and the School District's teams, the City and the School District have agreed that the cost of reconstruction should be shared equally between them.

Now, therefore, the Parties agree and contract as follows:

1. The City shall seek bids for the reconstruction of the tennis courts at Lowell Park, including the complete removal and replacement of court surfaces, fences, net posts, and all related fixtures and equipment, which is referred to herein as the Work. The City shall create all specifications for the Work, and shall put the Work out for public bids in accordance with public-construction bidding laws. The City shall have sole discretion as to acceptance or rejection of any or all bids, shall enter into a contract with the winning bidder, supervise all construction Work, and have sole discretion as to acceptance of the finished Work. The School District may consult with the City regarding the design and specifications of the Work, and the City will take the School District's suggestions into account in good faith, but the City shall have sole discretion over the design and specifications.
2. It is anticipated that the Work will consist of the following, however, the scope of the Work will be subject to change and may include more or less as conditions at the time of contracting dictate, in the City's sole discretion:
 - a. Removal of fencing, net posts, and their footings.
 - b. Removal of electrical panels.
 - c. Pulverizing the entire court surfaces.
 - d. Adding crushed rock to elevate base.
 - e. Grading for proper slope.
 - f. Hot mix asphalt paving in multiple lifts.
 - g. Install chain link fence, gates, and related fixtures.
 - h. Install net posts, nets, and tie-downs.
 - i. Saw cut expansion joints.
 - j. Install four-coat color surface system with sand.
 - k. Install masked play lines.
 - l. Restore landscaping around courts with topsoil and seed.
 - m. Install 4-inch drain tile in trench if necessary to address wet conditions.

3. As of the date of this Agreement, the anticipated total cost of the Work is estimated to be \$558,000. The Parties acknowledge and agree that this is an estimate only, and is subject to change before a contract for the Work is executed, and may be significantly more than that estimated amount.
4. Upon completion and final acceptance by the City of the Work, and the presentation by the contractor of the final invoice for the Work, the City will present the invoice to the School District. Within 45 days of receipt of the invoice from the City, the School District shall pay to the City an amount equal to the total cost of the Work, divided by two, but in no event greater than \$279,000. If the cost of the Work exceeds \$558,000, then the City shall be solely responsible for all amounts in excess of that amount. The cost sharing between the Parties shall not include amounts for lighting.
5. The Parties shall continue their relationship for joint use of the courts at Lowell Park, in the same manner as in the past, or as otherwise agreed upon by the Parties.
6. The undersigned represent that they are authorized by their respective governing bodies to execute this Agreement, and that upon execution it will be a binding contract upon both Parties.

School District of Waukesha
Board of Education Approved - 06.08.22



 (print name) Darren P. Clark
 Title: CFO
 Date: 06/13/22

 (print name) _____
 Title: _____
 Date: _____

City of Waukesha

 Shawn N. Reilly, Mayor
 Date: _____

 Gina L. Kozlik, City Clerk-Treasurer
 Date: _____