

TWO-PARTY CONSTRUCTION AGREEMENT
Between
WAUKESHA COUNTY by the DEPARTMENT OF PUBLIC WORKS
And
CITY OF WAUKESHA

This Agreement, made and entered into between Waukesha County by the Department of Public Works (hereinafter called the DEPARTMENT) and the City of Waukesha (hereinafter called the CITY), provides for payment by the CITY of actual construction costs for improvement items in association with the DEPARTMENT'S repaving program improvements to Guthrie Road from 100' South of Legend Hill Lane to E. Sunset Drive, under Project I.D. 201416 (hereinafter called the PROJECT).

WHEREAS, the DEPARTMENT is planning the asphalt repaving of Guthrie Road (CTH U) within the City of Waukesha and the Village of Waukesha in 2022, and

WHEREAS, the PROJECT will be constructed through the Repaving Program Capital Project 201416, and

WHEREAS, the PROJECT will include 2" Mill and 2" Fill and other various road improvements that will be funded by the CITY and the DEPARTMENT, and

WHEREAS, the DEPARTMENT and the CITY agree to enter into this mutually beneficial agreement to construct and maintain improvements concurrent with and under the same contract as the PROJECT, and

WHEREAS, the CITY agrees to pay the actual costs associated with the items listed in the cost estimate below for the PROJECT and the CITY agrees to pay 100% of the actual construction costs of such items even if the actual cost exceeds the estimated amount.

NOW, THEREFORE, the parties do mutually agree to the responsibilities related to the construction of the items and to the funding of the items as described below:

RESPONSIBILITIES:

The DEPARTMENT shall:

1. Make payments to the successful bidder when invoiced for construction costs associated with the CITY improvement items covered by this Agreement.
2. Publicly bid said roadway improvement under Bid Number 22-103, Project I.D. 201416 in accordance with all applicable state and local laws.
3. Make available to the CITY, with reasonable notice, bidding documents, bid results, notice of award, and correspondence regarding said roadway improvements.

4. Duly execute, award and administer all such construction contracts necessary to complete the PROJECT in an expeditious fashion in accordance with generally approved construction standards.
5. Upon completion of the PROJECT, furnish to the CITY a detailed breakdown of all actual construction costs incurred related to the CITY improvement items.
6. Invoice the CITY upon completion of the PROJECT.
7. Designate a representative to act for the DEPARTMENT under this agreement. The representative shall be: Nathan Beth, P.E., Civil Engineer nbeth@waukeshacounty.gov or 262-548-7740

The CITY shall:

1. Pay the actual costs associated for inclusion of the bid items listed below. It is understood that the **estimated costs** for these items in the PROJECT total Sixty-nine thousand, seven hundred ninety-eight Dollars (\$69,798). The CITY shall pay the total actual as-bid and as-built costs for these items when invoiced by the DEPARTMENT.
2. Within 30 days of receipt of the invoice from the DEPARTMENT, pay one hundred percent (100%) of the actual cost for the CITY improvement items which are the responsibility of the CITY.
3. Upon completion of the PROJECT, the CITY shall accept ownership and all future maintenance responsibilities for Guthrie Road from 100' South of Legend Hill Lane to E. Sunset Drive.
4. Designate a representative to act for the CITY under this agreement. The representative shall be:

Alex Damien, PE
City of Waukesha
Public Works Department
201 Delafield Street
Waukesha, WI 53188
262-524-3907

OTHER TERMS:

1. Assignment: The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights or responsibilities contained herein without a written amendment agreed to by both parties.

2. Amendment: The parties, by mutual consent, may amend this Agreement in writing at any time.
3. Severability: If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

CITY Improvement Items:

2" Mill & Fill

**City of Waukesha
Estimated Cost**

				Guthrie Road (CTH U) (CITY)	
				FROM:	TO:
				100' S OF LEGEND HILL LN	E. SUNSET DRIVE
ITEM No.	DESCRIPTION	UNIT	ESTIMATED UNIT PRICE	QUANTITY	EXTENSION
204.0115	Removing Asphaltic Surface Butt Joints	SY	\$10.00	100	\$1,000.00
204.0120	Removing Asphaltic Surface Milling	SY	\$1.50	4,500	\$6,750.00
390.0203	Base Patching Asphaltic - 2 MT 58-28S (20% Estimate)	SY	\$25.00	1,000	\$25,000.00
455.0605	Tack Coat	GAL	\$2.00	310	\$620.00
460.2500S	QMP HMA Pavement Nuclear Density	TON	\$0.25	550	\$137.50
460.3000	QMP HMA Mixture	TON	\$0.25	550	\$137.50
460.6224	HMA Pavement Type 4 MT 58-28S	TON	\$60.00	550	\$33,000.00
643.5000	Traffic Control	EACH	\$1,000.00	0	\$0.00
649.0150	Temporary Pavement Marking Reflective Tape 4-Inch	LF	\$0.30	10	\$3.00
SPV.0060.01	Loop Detector Repair/Replace	EACH	\$1,000.00	0	\$0.00
SPV.0195.01	Shoulder Base Aggregate	TON	\$35.00	90	\$3,150.00
					\$69,798.00

APPROVAL

THIS AGREEMENT will be effective on the date of the DEPARTMENT's signature, which is the Effective Date of this agreement.

CITY:
City of Waukesha

DEPARTMENT:
Waukesha County

By: _____

By: _____

Title: _____

Title: Director of Public Works

Date: _____

Date: _____

Address for CITY:

Address for DEPARTMENT:

City of Waukesha
Public Works Department
201 Delafield Street
Waukesha, WI 53188

Waukesha County Department of
Public Works
515 W. Moreland Blvd., Room AC 220
Waukesha, WI 53188