

**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 capital project Grandview Blvd (CTH T), Northview Road to IH-94, under Project I.D. 2717-04-70 (hereinafter called the PROJECT).

WHEREAS, the DEPARTMENT is planning the asphalt resurfacing of Grandview Boulevard (CTH T) within the City of Waukesha in 2024; and

WHEREAS, the PROJECT will be constructed through the Capital Project 2717-04-70; and

WHEREAS, the PROJECT will include 2" Mill and 2" Fill, concrete base patching, signal improvements and other various road improvements that will be funded by 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 DEPARTMENT agrees to pay the actual costs associated with the design for the additional ADA ramps, sidewalk and signal equipment as requested by the CITY; and

WHEREAS, the CITY agrees to pay the actual construction costs associated with the additional ADA ramp, sidewalk and signal equipment that the CITY has requested for the PROJECT. The CITY agrees to pay 100% of the actual construction cost of the additional items if the PROJECT's total construction cost is above the State Municipal Agreement (SMA) amount, or 20% of the actual construction cost of the additional items if the PROJECT's total construction cost is under the SMA amount, even if the actual cost exceeds the estimated amount of \$37,137.51.

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 Wisconsin DOT when invoiced for both the design and construction costs associated with the CITY improvement items covered by this Agreement.

2. Make available to the CITY, with reasonable notice, bidding documents, bid results, notice of award, and correspondence regarding said roadway improvements.
3. Upon completion of the PROJECT, furnish to the CITY a detailed breakdown of all actual construction costs incurred related to the CITY improvement items.
4. Invoice the CITY upon completion of the PROJECT.
5. Designate a representative to act for the DEPARTMENT under this agreement. The representative shall be:

Nathan Beth, PE  
Waukesha County  
Department of Public Works  
515 W Moreland Blvd., Room AC 220  
Waukesha, WI 53188  
262-548-7740

The CITY shall:

1. Pay the actual costs of the bid items associated with the additional ADA ramps, sidewalk and signal equipment work requested. It is understood that the **estimated costs** for these items in the PROJECT total thirty-seven thousand, one hundred thirty-seven dollars and fifty-one cents (\$37,137.51) as estimated by Kapur & Associates and bid by Stark Pavement Corporation. 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 the additional ADA equipment located on Meadow Lane and Woodburn Road.
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 neither an 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.

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: Director of Public Works

Title: Director of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for CITY:

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

Address for DEPARTMENT:

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

**CTH T (Grandview Blvd)**

**2717-04-70**

Summary of Quantity Changes for added curb ramps (BID COST)

January 4, 2024

<b>Bid Item</b>	<b>Item Description</b>	<b>Previous Quantity</b>	<b>Revised Quantity</b>	<b>Change in Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Change in Cost</b>
<b>Roadway Items</b>							
204.0150	Removing Curb & Gutter	1624	1788	164	LF	\$6.30	\$1,033.20
204.0155	Removing Concrete Sidewalk	485	512	27	SY	\$7.50	\$202.50
305.0120	Base Aggregate Dense 1 1/4-Inch	510	540	30	TON	\$30.50	\$915.00
390.0100	Removing Pavement for Base Patching	403	406	3	CY	\$42.50	\$127.50
390.0201	Base Patching Asphaltic	65	70	5	TON	\$225.00	\$1,125.00
465.0120	Asphaltic Surface Driveways and Field Entrances	21	19	-2	TON	\$165.00	-\$330.00
601.0407	Concrete Curb & Gutter 18-Inch Type D	49	119	70	LF	\$34.00	\$2,380.00
601.0409	Concrete Curb & Gutter 30-Inch Type A	1097	1138	41	LF	\$28.00	\$1,148.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	423	514	91	LF	\$28.00	\$2,548.00
601.0600	Concrete Curb Pedestrian	18	25	7	LF	\$40.00	\$280.00
602.0410	Concrete Sidewalk 5-Inch	4365	5076	711	SF	\$7.75	\$5,510.25
602.0505	Curb Ramp Detectable Warning Field Yellow	130	230	100	SF	\$45.00	\$4,500.00
602.0815	Concrete Driveway 7-Inch	92	95	3	SY	\$72.00	\$216.00
646.3020	Marking Line Epoxy 8-Inch	3065	3045	-20	LF	\$1.30	-\$26.00
646.6120	Marking Stop Line Epoxy 18-Inch	392	383	-9	LF	\$11.00	-\$99.00
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	1150	1553	403	LF	\$9.50	\$3,828.50
646.8120	Marking Curb Epoxy	191	189	-2	LF	\$8.00	-\$16.00
650.5500	Construction Staking Curb Gutter and Curb & Gutter	1569	1771	202	LF	\$1.20	\$242.40
650.9000	Construction Staking Curb Ramps	16	25	9	EACH	\$150.00	\$1,350.00
690.0150	Sawing Asphalt	1207	1305	98	LF	\$1.65	\$161.70
690.0250	Sawing Concrete	6570	6612	42	LF	\$1.85	\$77.70
<b>Signal Items</b>							
652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	303	330	27	LF	\$8.16	\$220.32
652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	1184	1325	141	LF	\$11.29	\$1,591.89
652.0615	Conduit Special 3-Inch	1839	1796	-43	LF	\$27.40	-\$1,178.20
654.0101	Concrete Bases Type 1	19	21	2	EACH	\$946.48	\$1,892.96
655.0230	Cable Traffic Signal 5-14 AWG	2035	2262	227	LF	\$1.41	\$320.07
655.0240	Cable Traffic Signal 7-14 AWG	2105	2724	619	LF	\$1.80	\$1,114.20
655.0260	Cable Traffic Signal 12-14 AWG	5164	4968	-196	LF	\$2.84	-\$556.64
655.0305	Cable Type UF 2-12 AWG Grounded	1954	1990	36	LF	\$1.53	\$55.08
655.0515	Electrical Wire Traffic Signals 10 AWG	7932	8228	296	LF	\$1.04	\$307.84
655.0900	Traffic Signal EVP Detector Cable	2476	2528	52	LF	\$1.51	\$78.52
657.0100	Pedestal Bases	19	21	2	EACH	\$292.97	\$585.94
657.0430	Traffic Signal Standards Aluminum 10-FT	4	6	2	EACH	\$824.29	\$1,648.58
658.0416	Pedestrian Signal Face 16-Inch	18	28	10	EACH	\$588.22	\$5,882.20

**TOTAL CHANGE IN COST    \$37,137.51**