

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

This Agreement is 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) to designate the responsibility for design, construction, maintenance and payment of certain costs associated with improvements and other items to be designed and constructed in conjunction with the DEPARTMENT'S roadway reconstruction of County Trunk Highway TT , The Waukesha West Bypass under Project Number 2788-00-72.

WHEREAS, the DEPARTMENT is planning for the reconstruction of CTH TT, Waukesha West Bypass, in the City of Waukesha between Northview Road and USH 18 (Summit Avenue) in 2017 (hereinafter called the "Project"), and

WHEREAS, the Project will include various road and infrastructure 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 and other items concurrent with and under the same contract as the Project, and

WHEREAS, the CITY agrees to pay the actual costs associated with the Non-Participating Items listed in the Wisconsin Department of Transportation (WisDOT) bid tabulation attached hereto as Attachment 1, including the actual construction costs and construction engineering necessary to incorporate those Non-Participating Items into the Project.

NOW, THEREFORE BE IT RESOLVED, that the parties do mutually agree to the responsibilities related to the construction of the Non-Participating Items and to the funding of said construction as described below:

RESPONSIBILITIES:

The DEPARTMENT shall:

1. Make the necessary changes to the contract plans, specifications and estimates in order to include the Non-Participating Items requested by the CITY, which are listed in Attachment 1 and described at Category 0040 CITY OF WAUKESHA.

2. Through Wisconsin Department of Transportation (WisDOT), publicly bid said roadway improvements under Project Number 2788-00-72 in accordance with all applicable state and local laws.
3. Through WisDOT, retain a competent engineering consulting firm to administer the construction and engineering management of said construction.
4. Through WisDOT and its construction engineer, keep accurate accounts of all construction activities, changes in work, construction costs, and any delays or additional work necessary to complete the Project to accurately assess any incremental cost increases or decreases to any party.
5. Through WisDOT, make available, with reasonable notice, bidding documents, bid results, notice of award, copies of all records, recommendations of awards, reports, engineer findings, and correspondence regarding said roadway improvements.
6. Through WisDOT, duly execute, award, and administer all such construction contracts necessary to complete the improvements in an expeditious fashion in accordance with generally approved engineering and construction standards.
7. Through WisDOT, issue work change directives, change orders, or other appropriate documents to the contractor, as contract or construction changes dictate, to expedite the progress of the construction work. Any document that would increase the CITY's costs shall be provided before execution by the DEPARTMENT, via email, to the CITY's Representative for review, and the CITY's comments thereon considered if received by the DEPARTMENT within two business days of the time it is emailed to the CITY's Representative.
8. Through WisDOT and its construction engineer, construct the project according to WisDOT standards and install the systems into the project.
9. Make payments to WisDOT in accordance with the executed construction contract, and invoice the CITY accordingly.
10. Upon completion of the project, furnish a detailed breakdown of all actual construction costs incurred, including all change orders and work change directives, to the CITY.

The CITY shall:

1. Pay the actual costs of the Non-Participating Items listed in Attachment 1, including the actual construction engineering costs for such items. It is understood that the quantities shown in Attachment 1 may vary from the actual quantities used in construction, but the unit prices shown in Attachment 1 will remain fixed. The CITY shall pay the total **actual costs** for these items, based upon actual quantities used in construction, when they are invoiced by the DEPARTMENT.

The current actual costs for such items is estimated at Seventy Four Thousand Two Hundred Eighty Two dollars and 36/100 (\$74,282.36).

Actual construction engineering costs shall be prorated based on dollar value for non-participating items and shall be determined by the following formula:

$$\text{Total Original Construction Engineering Contract} \times \frac{\text{Cost of Non Participating Items}}{\text{Total cost of Construction Contract}}$$

2. Within 30 days of receipt of an invoice from the DEPARTMENT, pay the entire actual construction costs for the items which are the responsibility of the CITY.
3. Upon completion of the Project, accept ownership and all future maintenance responsibilities for the Non-Participating Items.
4. Designate a representative to act for the CITY under this Agreement. The CITY's Representative shall be:

Alex Damien
City of Waukesha
201 Delafield Street
Waukesha WI 53188
Phone 262 524-3600
Email: ADamien@waukesha-wi.gov

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.

Attachment 1: Item Description and Estimated Cost Spreadsheet

APPROVAL

This Agreement will be effective on the date of the DEPARTMENT'S signature.

CITY:
City of Waukesha

DEPARTMENT:
Waukesha County

By: _____

By: _____

Title: _____

Allison Bussler
Title: Director of Public Works

Date: _____

Date: _____

Address for CITY:

City of Waukesha

201 Delafield Street

Waukesha WI 53188

Address for DEPARTMENT:

Waukesha County

Department of Public Works

515 W. Moreland Blvd.

Room AC 210

Waukesha, WI 53188

Attachment 1: Item Description and Bid Cost Spreadsheet

Item No.	Description	Cat	Unit	Quantity	extension	
					Price bid	Bid
650.8500	Construction Staking Electrical Installations (project) 01. 2788-00-72	0040	LS	1.000	\$1,750.00	\$1,750.00
653.0135	Pull Boxes Steel 24x36-Inch	0040	EACH	13.000	\$695.00	\$9,035.00
654.0107	Concrete Bases Type 7	0040	EACH	17.000	\$775.00	\$13,175.00
654.0230	Concrete Control Cabinet Bases Type L30	0040	EACH	1.000	\$1,100.00	\$1,100.00
655.0615	Electrical Wire Lighting 10 AWG	0040	LF	1,764.000	\$0.71	\$1,252.44
655.0625	Electrical Wire Lighting 6 AWG	0040	LF	1,171.000	\$1.04	\$1,217.84
655.0630	Electrical Wire Lighting 4 AWG	0040	LF	3,374.000	\$1.30	\$4,386.20
656.0100	Electrical Service Meter Socket (location) 01. 2788-00-72	0040	LS	1.000	\$1,200.00	\$1,200.00
656.0400	Electrical Service Main Lugs Only Meter Pedestal (location) 01. 2788-00-72	0040	LS	1.000	\$950.00	\$950.00
657.0205	Transformer Bases Breakaway 13-15 Inch Bolt Circle	0040	EACH	17.000	\$310.44	\$5,277.48
657.0330	Poles Type 7	0040	EACH	4.000	\$1,440.00	\$5,760.00
657.0630	Luminaire Arms Single Member 6-Inch Clamp 8-FT	0040	EACH	6.000	\$153.00	\$918.00
671.0112	Conduit HDPE 1-Duct 2-Inch	0040	LF	2,616.000	\$5.45	\$14,257.20
SPV.0060	Special 70. LIGHTING CONTROL CABINET	0040	EACH	1.000	\$6,500.00	\$6,500.00
SPV.0060	Special 71. LUMINAIRES UTILITY 21 COUNT LED 75 WATT TYPE III	0040	EACH	6.000	\$749.00	\$4,494.00
SPV.0060	Special 72. INTERNAL MANHOLE SEALING SYSTEM	0040	EACH	1.000	\$500.00	\$500.00
SPV.0060	Special 73. PRE-PAVING TELEVISION SANITARY LATERALS	0040	EACH	4.000	\$265.00	\$1,060.00
SPV.0090	Special 72. PRE-PAVING TELEVISION SANITARY MAIN LINE	0040	LF	756.000	\$0.70	\$529.20
SPV.0200	Special 72. RECONSTRUCTING SANITARY MANHOLES	0040	VF	2.000	\$460.00	\$920.00
TOTAL						\$74,282.36