

## INTERGOVERNMENTAL COOPERATION AGREEMENT

This AGREEMENT, by and between the CITY OF GREENFIELD, 7325 West Forest Home Avenue, Greenfield, WI 53220 (GREENFIELD) and the CITY OF WEST ALLIS, 7525 W Greenfield Avenue West Allis, WI 53214 (WEST ALLIS), municipal corporations organized and existing under and by virtue of the laws of the constitution and laws of the State of Wisconsin (collectively, the "PARTIES"):

WITNESSETH:

WHEREAS, portions of South 116<sup>th</sup> Street between West Howard Avenue and West Morgan Avenue are within both GREENFIELD and WEST ALLIS; and,

WHEREAS, the PARTIES desire to make certain public improvements in this roadway (the "PROJECT"); and

WHEREAS, the purpose of this AGREEMENT is to set forth an understanding between the PARTIES with respect to the PROJECT.

NOW, THEREFORE, it is agreed by and between the PARTIES as follows:

1. The PROJECT improvements to be constructed in 116<sup>th</sup> Street at the cost and expense of the PARTIES are as follows:
  - A. Drainage improvements, including ditches and culverts.
  - B. New asphaltic pavement and rehabilitation of the aggregate base.
  - C. All other items of work necessary to construct the PROJECT per plans and specifications (collectively, the "IMPROVEMENTS").
2. Subject to the terms and conditions of this AGREEMENT, GREENFIELD will be the lead municipal agency for the construction of the IMPROVEMENTS. GREENFIELD shall prepare plans and specifications for the IMPROVEMENTS, and except as otherwise provided herein, GREENFIELD shall submit these plans and specifications for advertising, take bids, and award a contract in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin.
3. WEST ALLIS shall pay to GREENFIELD, the ACTUAL COSTS of the IMPROVEMENTS within WEST ALLIS corporate boundary. The schedule of the estimated costs of the IMPROVEMENTS within the corporate boundary of WEST ALLIS and the payment obligation with respect thereto is set forth on EXHIBIT A, which is attached hereto and incorporated herein by reference.
4. The term "ACTUAL COSTS" as used in this AGREEMENT, includes, without limitation because of enumeration, all contract payments which may reasonably be attributed to

the IMPROVEMENTS, and the costs of any auxiliary work which may, upon agreement between GREENFIELD and WEST ALLIS, prove to be necessary in connection therewith.

5. No contract shall be awarded or any construction begun for any IMPROVEMENT until this AGREEMENT is executed by the PARTIES. Acceptance of bids for the IMPROVEMENTS shall be determined by GREENFIELD; provided, however, that WEST ALLIS shall have the right to review and approve the plans and specifications for the IMPROVEMENTS prior to bidding and the bids therefore prior to acceptance and award by GREENFIELD.
6. WEST ALLIS shall be billed for ACTUAL COSTS at the time that said portion of the construction costs are due under the construction contract, based on contract unit prices, with a final accounting being done at the end of the PROJECT.
7. The IMPROVEMENTS are to be constructed in calendar year 2020. However, no liability whatsoever shall accrue to GREENFIELD for delay in the awarding or completion of contracts for the IMPROVEMENTS.
8. All IMPROVEMENTS shall be the property and maintenance responsibility of the municipality in which they are installed.
9. All payments due under this AGREEMENT shall be paid within Thirty (30) days after receipt of invoice of same.
10. GREENFIELD shall request layouts of WEST ALLIS facilities before performing work of such a nature that existing underground facilities must be avoided. GREENFIELD shall be required to take precautionary measures to avoid damage to such underground facilities. WEST ALLIS shall supply GREENFIELD with available records of the existing underground material structure along the project route and any changes or revisions thereto as may take place in the future.
11. This contract shall continue and be in force indefinitely unless terminated by a six (6) month written notice by either of the PARTIES to the other.
12. This document may be signed in counterparts all of which, when taken together, shall constitute one AGREEMENT.
13. This AGREEMENT shall be effective only upon approval of the respective governing bodies of GREENFIELD and WEST ALLIS.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this AGREEMENT under Corporate seal as of the latest date of signature below.

**CITY OF GREENFIELD**

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Michael J. Neitzke      Date \_\_\_\_\_  
Mayor

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

By: \_\_\_\_\_  
Jennifer Goergen      Date \_\_\_\_\_  
City Clerk

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

By: \_\_\_\_\_  
Paula Schafer      Date \_\_\_\_\_  
Finance Director

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

By: \_\_\_\_\_  
Brian Sajdak      Date \_\_\_\_\_  
City Attorney  
Approved as to form

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

EXHIBIT A

S. 116th St (W. Howard Ave to W. Morgan Ave) - West Allis					
Item No.	Item	Qty	Unit	Unit Price	Total
201.0105	Clearing	8	STA	\$ 300.00	\$ 2,400.00
201.0205	Grubbing	8	STA	\$ 300.00	\$ 2,400.00
205.0100	Excavation Common - Ditching	350	CY	\$ 25.00	\$ 8,750.00
205.0100	Excavation Common - EBS	115	CY	\$ 30.00	\$ 3,450.00
305.0110	Base Aggregate Dense 3/4-Inch	90	TON	\$ 25.00	\$ 2,250.00
311.0110	Breaker Run	240	TON	\$ 20.00	\$ 4,800.00
325.0100	Pulverize and Relay	980	SY	\$ 1.50	\$ 1,470.00
460.5223	HMA Pavement 3 LT 58-28 S	170	TON	\$ 63.00	\$ 10,710.00
460.5225	HMA Pavement 5 LT 58-28 S	115	TON	\$ 70.00	\$ 8,050.00
465.0120	Asphaltic Surface Driveways and Field Entrances	10	TON	\$ 125.00	\$ 1,250.00
624.0100	Water - Dust Control	1	MGAL	\$ 100.00	\$ 100.00
625.0100	Topsoil	1,150	SY	\$ 5.00	\$ 5,750.00
628.2008	Erosion Mat Urban Class I Type B	1,150	SY	\$ 2.00	\$ 2,300.00
628.7504	Temporary Ditch Checks	40	LF	\$ 9.00	\$ 360.00
629.0210	Fertilizer Type B	1	CWT	\$ 75.00	\$ 75.00
630.0130	Seeding Mixture No. 30	25	LB	\$ 8.00	\$ 200.00
643.5000	Traffic Control	1	EACH	\$ 2,000.00	\$ 2,000.00
645.0220	Geogrid Type SR	345	SY	\$ 3.00	\$ 1,035.00
646.1020	Marking Line Epoxy 4-Inch - Yellow	800	LF	\$ 1.50	\$ 1,200.00
SPV.0170.01	Test Rolling	8	STA	\$ 50.00	\$ 400.00
Project West Allis Subtotal:					\$ 58,950.00
15% Contingencies:					\$ 8,842.50
Project West Allis Total:					\$ 67,792.50