

## **INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF BROOKFIELD AND THE CITY OF WAUWATOSA.**

This Intermunicipal Agreement (this “Agreement”), dated as of January 16, 2024 (the “Effective Date”), is made pursuant to Wis. Stat. § 66.0301, and by and between the City of Brookfield (“Brookfield”) and the City of Wauwatosa (“Wauwatosa”), both municipal corporations organized and existing under the laws of the State of Wisconsin.

**WHEREAS**, on September 22, 1999, Wauwatosa and Brookfield entered into an Agreement for the installation, ownership, liability, maintenance and operation of traffic control signals at the intersection of North 124<sup>th</sup> Street and West Lisbon Road (the “1999 Agreement”);

**WHEREAS**, under the 1999 Agreement, the parties agreed to construct and operate traffic signals at the intersection of North 124<sup>th</sup> Street and West Lisbon Road located in both Wauwatosa and Brookfield, which is depicted on the map attached to this Agreement as **Exhibit A** (the “Intersection”);

**WHEREAS**, as of the Effective Date, the Intersection, in part, includes traffic control signals, relocated traffic control facilities, and pedestrian facilities;

**WHEREAS**, the pedestrian facilities and associated traffic controls require upgrades to Americans with Disabilities Act (ADA) standards (the “Project”), due to reconstruction and pathway construction along Lisbon Road;

**WHEREAS**, the parties desire to enter into this Agreement to establish the phasing and sharing of costs for the Project in accordance with the conditions of the 1999 Agreement and as further described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Project Bidding and Construction.** The Project bidding documents shall be approved by Brookfield and Wauwatosa. Upon approval of the bidding documents, Brookfield will post and administer the bidding process for the Project in compliance with Wis. Stat. § 62.15. Wauwatosa shall execute any necessary documents to assist Brookfield in carrying out the posting and administering of the bidding process. If a bid is approved and the contract with the bidder is successfully executed, Brookfield shall be responsible for the design and supervision of the Project.

**2. Cost Share.** In accordance with the 1999 Agreement, the parties shall share in the total actual cost of the Project as further described on the Cost Sharing Schedule attached as **Exhibit B** (the “Cost Schedule”) and incorporated herein. The parties acknowledge that the Cost Schedule is only an estimate. If the cost for a portion of the Project exceeds the amount identified on the Cost Schedule, then the party responsible for payment of that portion of the Project must pay the additional cost.

**3. Payment.** Brookfield will pay both parties' Project costs upfront and make regular payments to the contractor awarded the Project bid upon performance of contractor's obligations under such contract. Wauwatosa will reimburse Brookfield for Wauwatosa's share of the Project Cost upon 45 days of receipt of an invoice from Brookfield. Brookfield will send invoices to Wauwatosa at NAME AND EMAIL.

**4. Phasing.** The Project is anticipated to be completed as described on the Project Schedule attached to this Agreement as **Exhibit C** (the "Project Schedule").

**5. Miscellaneous.** This Agreement may not be amended or terminated without the written consent of the parties. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns. Any dispute arising out of or relating to this Agreement must be commenced in Waukesha County Circuit Court and must be interpreted in accordance with the laws of the State of Wisconsin. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Dated as of the Effective Date.

**CITY OF BROOKFIELD**

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

Name: Steven V. Ponto, Mayor

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

ATTEST: \_\_\_\_\_

Michelle Luedtke, Clerk

**CITY OF WAUWATOSA**

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

Name: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

**EXHIBIT A**

**Project Location Map**



**EXHIBIT B**

**Cost Schedule**

## Exhibit B - Cost Schedule

North 124th Street and Lisbon Road Pedestrian Facilities Improvements

NO.	ITEM	UNIT	QTY	UNIT PRICE	TOTAL	COSTS			
						BROOKFIELD		WAWATOSA	
1	Pedestrian Access Ramps (1)(2)	EACH	13	\$5,000	\$65,000	54%	\$34,970	46%	\$29,965
2	Median Nose Adjustments (1)(3)	EACH	2	\$5,000	\$10,000	50%	\$5,000	50%	\$5,000
3	Miscellaneous Curb and Lawn Restoration (4)	LS	1	\$7,000	\$7,000	50%	\$3,500	50%	\$3,500
4	Upgrade Signal/Push Buttons (4)	LS	1	\$50,000	\$50,000	50%	\$25,000	50%	\$25,000
5	Pavement Marking (4)	LS	1	\$3,000	\$3,000	50%	\$1,500	50%	\$1,500
6	Traffic Control (4)	LS	1	\$15,000	\$15,000	50%	\$7,500	50%	\$7,500
SUB-TOTAL					\$150,000		\$77,470		\$72,465
25% Contingency (4)					\$37,500	50%	\$18,750	50%	\$18,750
Design Engineering (4)					\$28,000	50%	\$14,000	50%	\$14,000
Construction Inspection (4)					\$10,000	50%	\$5,000	50%	\$5,000
TOTAL ESTIMATED COST					\$215,500		\$110,220		\$105,215

### NOTES:

- (1) Each City pays 100% for the work completed in their respective City.
- (2) Assumes six and seven access ramps in Brookfield and Wauwatosa, respectively.
- (3) Assumes each City has one median nose adjustment.
- (4) 50% 50% cost split

**EXHIBIT C**

**Project Schedule**

## EXHIBIT C - PROJECT SCHEDULE

North 124th Street and Lisbon Road Pedestrian Facilities Improvements (1)(2)		
	Start	Finish
<b>2024 PROJECT SCHEDULE</b>	<b>10/28/23</b>	<b>11/1/23</b>
<b>Bid Document Preparation</b>	<b>10/28/23</b>	<b>3/21/24</b>
Design Services Begin	9/13/23	10/28/23
Design Services (30% Design)	10/28/23	12/6/23
Design Services (60% Design)	12/6/23	3/7/24
Review & Address Coments ( 95% Design)	3/7/24	3/21/24
Bid Docs Completed	3/21/24	3/21/24
<b>Bidding</b>	<b>3/19/24</b>	<b>4/16/24</b>
Submit Ad for Bid informaton to local paper	3/19/24	3/19/24
Project Bidding	3/21/24	4/4/24
Bid Opening	4/4/24	4/4/24
Award Memo Submitted for WSB packets	4/4/24	4/4/24
WSB Recommendation	4/9/24	4/9/24
Resolution of Award Submitted for Council	4/10/24	4/10/24
Project Contract Award	4/16/24	4/16/24
<b>Contracts</b>	<b>4/17/24</b>	<b>5/17/24</b>
Prepare Contracts	4/17/24	4/19/24
Send Contracts out to Contractor for Signatures	4/22/24	5/3/24
Internal Contract Review and Signatures	5/6/24	5/17/24
<b>Construction</b>	<b>5/20/24</b>	<b>10/29/23</b>
Pre-con Meeting & Submittals	5/20/24	5/24/24
Notice to Proceed	5/24/24	5/24/24
Construction	5/27/24	10/15/23
Punchlists & Final Inspection	10/15/23	10/29/23
<b>Project Closeout</b>	<b>11/1/23</b>	<b>11/1/23</b>

### NOTES:

(1) Consultant Design

(2) Includes Roadway (124th to Lilly) and Pathway (124th to Hampton)