

**COST SHARING AGREEMENT BETWEEN THE CITY OF MADISON AND THE CITY OF MIDDLETON FOR THE RECONSTRUCTION OF PLEASANT VIEW ROAD**

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THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “MADISON”), and the City of Middleton, a Wisconsin municipal corporation (hereinafter referred to as “MIDDLETON”), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

**WHEREAS**, MADISON and MIDDLETON, collectively referred to as the “PARTIES”) have determined the need for reconstruction of Pleasant View Road from USH 14 to Timber Wolf Trail (hereinafter referred to as the “PROJECT”); and,

**WHEREAS**, the PROJECT benefit area is in both MADISON and MIDDLETON; and,

**WHEREAS**, Section 66.0301 Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for the joint exercise of any power or duty required or authorized by law; and,

**WHEREAS**, it is in both PARTIES’ interests to enter into a cost sharing agreement relating to the PROJECT.

**WHEREAS**, MIDDLETON will enter into an agreement with the Wisconsin Department of Transportation to construct the Project; and,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. The PROJECT shall consist of reconstructing Pleasant View Road from USH 14 to Timber Wolf Trail into a divided roadway, with sidewalk, bike lanes, turn lanes and street lighting.
2. The PROJECT is intended to be constructed in 2022-2023.
3. MIDDLETON and MADISON agree to the joint financial participation in the construction costs for the PROJECT, as set forth in this Agreement, including construction engineering, inspection and contingency. The cost share for each Party is based on the proportion of current estimated costs for the improvements lying within the municipal boundaries of the respective Parties as shown on EXHIBIT A, attached hereto, and as summarized in the following table.

Middleton	Madison	WisDOT Funding	Total Cost
\$16,217,504	\$2,630,601	\$11,203,631	\$30,051,735

4. MADISON and MIDDLETON shall each approve the portion of plans, specifications & estimates specifically within their municipality boundaries.
5. Prior to or concurrent with the approval of plans, specifications, estimates of cost, and authorization of the Wisconsin Department of Transportation (WisDOT) to issue the bid documents, the PARTIES may execute an addendum to this Agreement which will note additional cost sharing items and the financial commitments of the parties for the Project.
6. Each Municipality shall attend weekly construction meetings and be available for construction related questions and decisions required from the contractor and WISDOT with respect to construction in their municipal boundary. Each municipality shall approve design changes and change orders during construction within their own municipality boundaries.
7. MIDDLETON shall contract with WisDOT for the PROJECT. Middleton shall bill MADISON for their respective share of costs as specified herein as partial payments of the local share of design and construction costs are made by MIDDLETON to WisDOT. Each bill will be accompanied by appropriate documentation of costs incurred by MIDDLETON.
8. MADISON will reimburse MIDDLETON, within 60 days of billing, for completed services according to the responsibilities stated above.
9. MIDDLETON and MADISON shall cooperate and jointly participate in the public meetings and meetings with stakeholders through the construction phases of the Project.
10. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
11. Nondiscrimination. In the performance of the services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Parties further agree not to discriminate against any subcontractor or person who offers to

subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

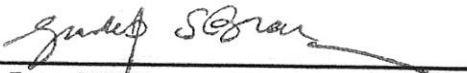
12. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, addressed to:

<u>Name</u>	<u>Address</u>
City of Madison	City Engineer 210 MLK Jr. Blvd., Room 115 Madison, WI 53703
City of Middleton	City Administrator 7426 Hubbard Ave. Middleton, WI 53562

13. Final Agreement. This Agreement entered into by the Parties on this date constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.
14. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.
15. Miscellaneous.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
  - All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
  - This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE CITY OF MIDDLETON


  
\_\_\_\_\_  
Gurdip Brar, Mayor

Date 10.6.20


  
\_\_\_\_\_  
Lorie Burns, City Clerk

Date 10.6.20

APPROVED AS TO FISCAL ISSUES:

  
\_\_\_\_\_  
William M. Burns  
Finance Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lawrence E. Bechler  
City Attorney

FOR THE CITY OF MADISON

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES \_\_ - \_\_\_\_\_,  
ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 20\_\_.

# EXHIBIT A

## BREAKDOWN OF COSTS (YEAR 2023 COSTS)

### Phase 1 (Timber Wolf Trail to US 14)

#### Participating Costs - Used to Determine Local Shares

	MIDDLETON	MADISON	TOTAL
Construction (2023 Dollars)	\$18,021,773	\$3,766,932	\$21,788,705
Construction Engineering (10%)	\$1,802,177	\$376,693	\$2,178,870
State Review (Roadway)	\$16,870	\$3,530.00	\$20,400
Railroad Signals	\$471,390	\$0	\$471,390
State Review (Railroad)	\$9,000	\$0	\$9,000
Subtotal of Federally Funded Costs	\$20,321,210	\$4,147,155	\$24,468,365
<b>Ratio of Local to Total Roadway Cost</b>	<b>83.05%</b>	<b>16.95%</b>	<b>100.00%</b>

#### ALL PHASE 1 COSTS - Federal + Local

Subtotal of Federally Funded Costs (From Above)	\$20,321,210	\$4,147,155	\$24,468,365
Water Main Cost	\$1,060,000	\$0	\$1,060,000
Sanitary Sewer Cost (2023 Dollars)	\$1,450,000	\$67,500	\$1,517,500
State Review (Sanitary and Water)(2%)	\$50,200	\$1,350	\$51,550
Railroad Crossing and State Review	\$427,014	\$0	\$427,014
Railroad Switch and State Review	\$320,260	\$0	\$320,260

#### PHASE 1 SUBTOTAL (Match SMA Amounts)

<b>PHASE 1 SUBTOTAL (Match SMA Amounts)</b>	<b>\$23,628,684</b>	<b>\$4,216,005</b>	<b>\$27,844,689</b>
Roadway Contingency Cost (8%)	\$1,441,742	\$301,355	\$1,743,096
Utility Construction Engineering Cost (10%)	\$251,000	\$6,750	\$257,750
Utility Contingency Cost (8%)	\$200,800	\$5,400	\$206,200

#### PHASE 1 SUBTOTAL (Engineering and Contingencies)

<b>PHASE 1 SUBTOTAL (Engineering and Contingencies)</b>	<b>\$1,893,542</b>	<b>\$313,505</b>	<b>\$2,207,046</b>
<b>PHASE 1 OVERALL TOTAL</b>	<b>\$25,522,226</b>	<b>\$4,529,510</b>	<b>\$30,051,735</b>

WisDOT Funding (Capped; Apportioned per Roadway %)  
(Reduces total Local contribution)

<b>PHASE 1 LOCAL TOTAL</b>	<b>(\$9,304,722)</b>	<b>(\$1,898,909)</b>	<b>(\$11,203,631)</b>
<b>PHASE 1 LOCAL TOTAL</b>	<b>\$16,217,504</b>	<b>\$2,630,601</b>	<b>\$18,848,104</b>