

**INTERGOVERNMENTAL AGREEMENT RELATING TO THE SHARING OF COSTS
FOR THE SOUTH CAMPUS UTILITY IMPROVEMENTS PROJECT
(WEST DAYTON STREET)**

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

WITNESSETH:

WHEREAS, it has been determined that portions of West Dayton Street are in need of street, water main, and other utility reconstruction (the “Project”); and,

WHEREAS, the City has underground water utilities within the limits of the Project and, as part of the Project, the City, through its water utility, intends to replace some or all of such utilities during the Project at its own respective cost; and,

WHEREAS, the City has previously entered into an agreement with the State to have the State design and engineer the Project; and,

WHEREAS, the parties wish to formalize their agreement as to arrangements for the Project construction costs.

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. Project. The Project shall consist of the reconstruction of West Dayton Street from Charter Street through Park Street, and include an improved roadway and utilities, as more fully described in the Project engineering plans which are incorporated herein by reference. Construction on the Project will commence in 2018, with water utility construction beginning in 2019. The State is the lead agency for the Project.
2. Cost. The Project’s total construction cost is estimated at \$22,760,000.00 Except as set forth elsewhere in this Agreement, or as separately agreed to by the Parties in writing, the City agrees to be fully responsible for the Project costs related to water main replacement, which costs are estimated at **\$X (not to exceed \$700,000)**.
3. The parties agree to joint financial participation in the construction costs for the Project, as set forth:

Agency	Total Estimated Construction Cost
State of Wisconsin	(to be set by agreed X value) \$Y
City of Madison	(not to exceed \$700,000) \$X

Total	\$22,760,000.00
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4. Payment. The State will bill the City for its respective shares of the Project costs as it is invoiced for the work. The City shall pay State within 60 days after receipt of the invoice.
5. Incidental Water Utilities. The State agrees to pay the cost for the removal and replacement of existing water mains and services which were deemed viable and otherwise not in need of replacement by the City, but interfere with other Project construction operations. This is generally understood to include existing water mains and services manufactured with ductile iron. The State also agrees to pay for additional new water main valves, hydrants, or fittings that may be added to accommodate changes in the water main design resulting from alterations to other proposed utilities during construction.
6. Pavement. The City agrees to pay the cost of pavement removal and restoration necessary for water main installations in any street intersection areas that may extend beyond the repaving limits outlined in the Project. All other pavement removal and restoration within the designated limits of the Project shall be paid for by the State.
7. Non-Discrimination. In the performance of the services under this agreement, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The Parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.
8. Liability. Each party shall be responsible for 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.

9. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, regulations and requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
10. Any amendments to this Agreement shall be in writing, by agreement of the parties.
11. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
12. City agrees that it will comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.

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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 STATE OF WISCONSIN

John Klinke, State of Wisconsin
Department of Administration
Division of Facilities Development and
Management Administrator

Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director

Date

Michael P. May, City Attorney

Date

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