



Memorandum

DATE: February 12, 2010

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works *MR*

RE: Manitowoc Road Inter-Municipal Agreement

At its last meeting the Board of Public Works recommended approval of the Inter-Municipal Agreement with the Town of Menasha for the Manitowoc Road Rehabilitation Project. Following that meeting, the agreement was submitted to the Town for final review by their attorney. The Town's attorney made some changes to the agreement to clarify the intent of the language regarding utility work and storm sewer work.

Upon our review of the revised agreement, Pam Captain suggested some additional revisions to further clarify parts of the agreement. These revisions did not alter the intent of the agreement and both Pam and I have accepted the revisions; however, I did not get the revised copy of the agreement to the Clerk's office in time to be included in the Council packets. Your packet contains the original proposed agreement.

Attached to this memo is the revised edition of the agreement, which will be considered for action at Monday's meeting. In order to maintain the desired schedule, it is important to take action on the revised agreement Monday night. The changes suggested by the Town's attorney are indicated in purple and Pam's suggested revisions are indicated in red. Again, these revisions do not change the original intent of the agreement and I am recommending approval of the agreement, as revised.

C: Pam Captain, City Attorney

Attachment

M:\word\CC memo re revised Man Rd agreement 2-12-10.doc

Intermunicipal Agreement
Town of Menasha – City of Menasha
Manitowoc Road Rehabilitation Project

AGREEMENT entered into between the Town of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereinafter called the "Town"; and the City of Menasha, a Wisconsin Municipal Corporation, located in Winnebago County, State of Wisconsin, hereinafter called the "City".

1. **Road Project.** The Town and City have agreed in year 2010 to pulverize and resurface Manitowoc Road from the approximate location of Oneida Street west to Melissa Street.

2. **Location.** A portion of Manitowoc Road abuts only the Town, and a portion abuts only the City, and a portion abuts both the Town and the City.

3. **Federal Funds.** This project has received American Recovery and Reinvestment Act (ARRA) funding in the amount of \$569,029. Additionally, the Town has submitted an ARRA Project Change Management Request for an increase in funding of \$70,831, for a potential total ARRA funding amount of \$639,860.

4. **Cost Split for Engineering Plans.** The Town and City agree the Town shall cause all engineering plans and specifications to be prepared in conformance with Wisconsin Department of Transportation (WisDOT) standards. This project will be bid and let by WisDOT. All costs of engineering shall be considered part of the total project costs, but the parties acknowledge that engineering costs are not covered by ARRA funding. The Town has already arranged for the completion and paid for the engineering plans. The City will reimburse the Town for 41.5% of the cost for engineering plans.

5. **Cost Split for WisDOT Road Project.** The Town and City recognize there may be local non-participating costs for certain ineligible contract items and for project costs exceeding the total ARRA funding amount. Reference the total local project costs for the WisDOT project, the Town shall be responsible for 58.5% of those costs not paid by ARRA funding, and the City shall be responsible for 41.5% of those costs not paid by ARRA funding.

6. **Cost Split for Utility Work/Bidding.** Utility facilities on which work is being done, owned by the Town, will be paid for 100% by the Town, to the extent not covered by ARRA funding. Utility facilities on which work is being done, owned by the City, will be paid for 100% by the City, to the extent not covered by ARRA funding. The contract bids shall separately itemize the utility work for utilities owned by the Town, and separately itemize the

utility work for utilities owned by the City. Even if some utility work is part of the WisDOT road project, or utility work cannot be separately itemized as part of the WisDOT bid process, the Town and City do not intend to split utility work costs as part of the WisDOT project on a 58.5%/41.5% basis, and will attempt to calculate and separate utility work costs so that the City and Town each pay for their own utility work to the extent, if any such work is part of the WisDOT project.

7. **Cost Split for Storm Sewer Work/Bidding.** Preliminary storm sewer improvements are necessary for the completion of the Manitowoc Road resurfacing project to WisDOT standards. The Town and City have agreed to the scope of the storm sewer work. The Town and City agree the Town shall prepare all engineering plans and specifications for this storm sewer work, located in both the Town and City, and enter into all contract documents to accomplish the storm sewer work in both the Town and City. The storm sewer project costs shall include all engineering costs, bidding costs and construction costs. The City shall be responsible for the project costs for all storm sewer work in the City and the Town shall be responsible for the project costs for all storm sewer work in the Town. The contract bids shall separately itemize the storm sewer work located in the Town, and separately itemize the storm sewer work located in the City.

8. **Payment Procedure.** The Town shall be the paying party for all local project costs for both the WisDOT project and the storm sewer work. The Town shall provide a tabulation and documentation of all costs to the City of Menasha. Costs shall be shared on the basis of the percentages provided in paragraph 5 for the WisDOT project. Costs shall be shared on the basis of paragraph 7 for the advance storm sewer work. The City shall make payment to the Town as follows:

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a. **Engineering Work/WisDOT.** The Town has paid for the WisDOT project engineering work and may now bill the City for 41.5% of the total, which is due in 30 days from date of billing. If any additional engineering work is necessary the same percentage split and payment procedure will apply. Engineering services for storm sewer work are covered under d. below.

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b. **WisDOT Road Project.** On receipt of bills from WisDOT the Town will notify the City as bills are received and the City will advance within 21 days its 41.5% share to the Town upon which the Town will pay 100% of each bill from WisDOT as received.

c. **Utility Work.** On receipt of bills from the utility contractor the Town will notify the City and the City will advance to the Town, within 21 days, 100% of that

