CONSTRUCTION AND COST SHARE AGREEMENT BETWEEN PORTAGE COUNTY, THE VILLAGE OF PLOVER, AND THE CITY OF STEVENS POINT

This agreement is made by and between Portage County, subsequently referred to as "County," the Village of Plover, subsequently referred to as "Village," and the City of Stevens Point, subsequently referred to as "City," all of which are municipal corporations of State of Wisconsin.

RECITALS

1. The parties support and this agreement addresses separate projects to improve the intersection of County Trunk Highway HH and County Trunk Highway R and the intersection of County Trunk Highway HH and Hoover Avenue as set forth in the attached Exhibit A, which is incorporated herein by reference.

2. The parties recognize the need for improvements to the above described intersections and roadways due to increased and projected traffic needs, uses, and congestion.

3. Such improvements are in the public interest and further the public purpose of providing an efficient transportation network.

4. In recognition of the public interests and the interrelated interests between all parties, each party agrees to equally share the costs and expenses of the improvements as set forth herein.

5. Wisconsin law encourages and approves inter-governmental agreements. Sec. 66.0301, Wis. Stats.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

AGREMENT

1. Equal Cost Share. County, Village, and City shall equally share all costs and expenses of the roadway improvement projects set forth herein, with each paying one-third of the total amounts as set forth in the attached Exhibit B, which is incorporated herein by reference. The equal cost share in this agreement includes all bona fide costs and expenses incurred prior to the date of execution of this agreement.

2. Projects and estimated costs.

   a. Intersection of County Trunk Highway HH and County Trunk Highway R as set forth on Exhibit A. This project includes but is not limited to right-of-way land acquisition, road widening, grading, purchase and installation of traffic

signals, street lighting, and storm sewers as well as landscaping. The parties intend and have planned for actual construction to commence in 2010.

The total estimated cost of this project is $3,256,200, as set forth in Exhibit B. The City will apply remaining Transportation Economic Assistance (TEA) grant funds in the amount of $500,000 to the City's share of the total cost.

b. Intersection of County Trunk Highway HH and Hoover Avenue as set forth on Exhibit A. This project includes but is not limited to right-of-way land acquisition, purchase and installation of traffic signals and street lighting, construction of dual left turn lanes on and from County Trunk Highway HH, South to Hoover Avenue and on and from Hoover Avenue, East to County Trunk Highway HH, construction of a left turn lane on and from County Trunk Highway HH, North and South to Olympia Avenue. The parties are planning for actual construction to commence in 2012.

The total estimated cost of this project is $2,883,501, as set forth in Exhibit B. The project includes Surface Transportation Program (STP) Urban funding in the amount of $1,839,999 with a required local share of $1,043,502. The local share of $1,043,502 shall be split equally between and paid equally by the County, Village, and City.

c. The Village shall be the party responsible for the actual construction of the improvements which are the subject of this agreement. Billing and accounting for the project shall be done on a monthly basis per the standard accounting procedures of the parties and as set forth in paragraph 3 below. The terms of construction, length of time of performance, supervision of the work, insurance, payment, compliance with labor regulations and necessary changes shall be set forth by the Village.

3. Payment.

a. Intersection of County Trunk Highway HH and County Trunk Highway R. The Village of Plover is the lead agency for the project. The Village is responsible for billing each the County and the City for their respective equal share of the project costs. The Village is responsible for claiming the TEA grant funds for the project to offset a portion of the City's share of the cost for the project.

b. Intersection of County Trunk Highway HH and Hoover Avenue. The Village of Plover is the lead agency for the project. The Village is responsible for billing each the County and the City for their respective local share of the project costs which include design and right-of-way land acquisition costs. The construction costs will be reimbursed by the State of Wisconsin directly to the contractors with STP Urban funds.

c. Payments on an on-going and as needed basis. The Village of Plover shall invoice each the County and the City for completed work within 30 days of the original invoice for services. The County and City shall make payment to the Village within 30 days of receipt of its invoice from the Village.

d. The Village shall charge a flat fee in the amount of $100 on each invoice to the County and City to cover its administrative costs.

e. The County and City will either make interest-free advance payments to the Village pursuant to a written payment schedule the Village shall provide and which shall be based upon actual costs or the County and City will make payments to the Village with interest on charges from the previous invoice, calculated from the date of payment to the vendor to the date the Village receives the reimbursement from the County and/or City, which interest shall be at the State of Wisconsin Local Government Investment Pool rate for the month covered by the invoice.

f. Notwithstanding any other provision herein, in the event costs in either project exceeds 10% of the anticipated costs set forth in Exhibit B, the Village shall provide written notice to the County Finance Director.

g. The costs for operation and maintenance of all traffic signals for the projects in this agreement shall be shared equally between the City and the Village and shall be at no cost to the County. It is anticipated that the City will operate and maintain the traffic signals.

4. Term. This agreement shall be in full force and effect from the date of execution through the period of design and construction which is anticipated to be completed no later than December 1, 2013.

5. Hold Harmless. County, Village, and City will each save and hold each other harmless and will hold each other harmless from any and all liability, claims, damages and expenses that may result from the construction of these improvements.

6. Assignment. No party may assign its rights under this agreement or any of its rights or duties without the consent of all other parties.

7. Prohibition of Discrimination. All parties hereby agree to specifically comply with all State, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin during the terms of this contract.

8. Approval. Each party has read the agreement and certifies that the official executing the agreement has lawful authority and formal approval to bind the party.

9. Binding Effect. This agreement shall become effective on the latest date of execution. The signature of each of the parties to this Agreement shall bind them to comply with all terms and conditions expressed herein.

10. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written contract shall be valid or binding.

11. Modification. This agreement may not be enlarged, modified, or altered unless it is in writing and signed by each party after formal approval thereof.

12. Prohibition on Discrimination. All parties hereby agree to specifically comply with all state, federal, and local laws prohibiting discrimination by reason of race, color, religion, sex or national origin.

13. Prevailing Wage. The parties shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage law requirements under sec. 66.0903, Wis. Stats., and Wis. Admin. Code ch. DWD 290. If applicable, the parties shall include language in bid notices that the projects are subject to the prevailing wage laws and incorporate the prevailing wage rate determination for the projects into the contracts. If applicable, no local government party hereto will authorize final payment on a contract until it receives an affidavit from the contractor stating that the contractor has fully complied with the prevailing wage law. The parties anticipate the Portage County Highway Department will conduct some work on the projects in this Agreement. The Portage County Highway Department will comply with the prevailing wage law requirements for any such work.

14. Compliance. Each party shall abide in all aspects with state, federal, and local laws, rules, and regulations which concern the construction and improvement of roadways.

15. Intergovernmental Agreement. This agreement is an official intergovernmental contract authorized under sec. 66.0301, Wis. Stats.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

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In witness of the above, each part to this Agreement has caused it to be executed at the date indicated below.

FOR PORTAGE COUNTY

_____ Dated: _____, 2010.
Patty Dreier, County Executive

FOR THE VILLAGE OF PLOVER

_____ Dated: _____, 2010.
Dan Schlutter, Village President

FOR THE CITY OF STEVENS POINT

_____ Dated: _____, 2010.
Andrew Halverson, Mayor