

**RESOLUTION 2022-13
(3-1-2022)**

**RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS
AND STORM & WASTEWATER COMMITTEE AUTHORIZING AN AGREEMENT
WITH THE VILLAGE OF MOUNT PLEASANT FOR JOINT
ENGINEERING/CONSTRUCTION MANAGEMENT AND COST SHARING FOR
THE 90TH STREET ROADWORK PROJECT**

WHEREAS, 90th Street is a shared roadway with the common Village boundary running approximately down the roadway centerline from approximately 890' south of 16th Street north toward Washington Avenue (Wis 20) for a distance of about 2,300';

WHEREAS, the Village of Sturtevant and the Village of Mount Pleasant are planning to replace the road surface, pavement marking, access ramp adjustments, conduct minor sanitary sewer structure and storm sewer structure repairs, and spot repair the existing curb and gutter for a distance of about 2,300';

WHEREAS, the Village of Sturtevant is also in addition planning to replace the road surface, pavement marking, access ramp adjustments, conduct minor sanitary sewer structure and storm sewer structure repairs, and spot repair the existing curb and gutter; for a portion, approximately 3,800' in length, of 90th Street between the north Right of Way of the CPRR to the point of the common Village boundary, approximately 890' south of 16th Street;

WHEREAS, efficiencies can be accomplished if each combines their portions of these projects and bid together as one bid set. This should result in fewer interruptions for the affected property owners and one consistent point of contact with one general contractor responsible for completion of the entire project; and

WHEREAS, both the Village of Mount Pleasant and the Village of Sturtevant are desirous to provide efficient and cost effective services to the taxpayers;

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement the Parties hereby agree as follows:

- I. ROAD WORK COVERED AND NOT COVERED BY THIS AGREEMENT**
- A. This agreement covers the following project: 90th Street from approximately the Canadian Pacific Railroad north right of way 6,100' north to Washington Avenue (Wis 20) intersection limits; of which 3,800' being solely within the Village of Sturtevant and 2,300' being split between the Villages.
- B. The specific work items covered by this agreement are: pulverizing the existing roadway, the asphaltic concrete resurfacing of the roadway, adjusting existing access ramps, replacing pavement marking, conducting minor sanitary sewer structure and storm sewer structure repairs, and spot repairing the existing curb and gutter.

- C. Any additional work items shall be entirely borne by the Village requesting such work items.

II. RESPONSIBILITIES OF THE PARTIES

A. The Village of Mount Pleasant agrees to:

1. Make payment to the Village of Sturtevant within 45 days of invoicing to expedite cash flow for prompt contract payments. Payment to the Village shall not be unreasonably withheld.
2. Participate in meetings with the contractor and his subs throughout construction if desired.
3. The Village of Mount Pleasant further agrees to compensate the Village of Sturtevant monetarily for the share of twenty percent of road improvement as set forth in Section III.

B. The Village of Sturtevant agrees to:


1. To incorporate drawings and specifications into a bid specification to be advertised by the Village of Sturtevant.
2. Conduct a public bid opening in accordance with State statutes and public bidding laws in the State of Wisconsin. The Village shall provide a bid tabulation of bid prices for use by the Village of Mount Pleasant following the bid opening.
3. Upon review and approval of the bids by both Villages, award a contract to the lowest responsible bidder in accordance with requirements of the specification. Said specification shall require contractor's certificate of insurance (contractor's liability insurance coverages shall name both Villages as "additional insureds"), bid bond, payment and performance bonds in accordance with general public bidding requirements.
4. To provide on-site construction oversight and management services during the duration of the contract.
5. To conduct preconstruction meetings and site meetings with the general contractor as necessary.
6. To process all pay applications received by the contractor and consultant(s) through the duration of the construction project, and invoice the Village of Mount Pleasant for its share.
7. To coordinate all related change requests and change orders with designated Village of Mount Pleasant staff in a timely manner prior to authorizing the contractor to proceed with a change condition.

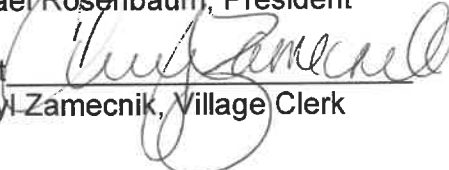
III. **COST SHARING PROVISIONS**

- A. The total project length is approximately 6,100' with 3,800' being solely within the Village of Sturtevant and 2,300' split between the Villages. Based on the project length, 80% of the project is within the Village of Sturtevant and 20% within the Village of Mount Pleasant.
 - B. The Village of Sturtevant will oversee the project. The Village of Sturtevant's consultant shall prepare plans and specifications for advertisement.
 - C. Each Village will pay for **100%** of the cost associated with the sanitary sewer structure and storm sewer structure repairs for the structures located within the specific Village.
 - D. The Village of Mount Pleasant will pay for **20%** and the Village of Sturtevant will pay for **80%** of the awarded construction cost for work items identified above (less the costs for sanitary sewer structure and storm sewer structure repairs, as those are paid at 100% by the respective village) and include any jointly approved contract change orders for the increase or decrease to the contract amount.
 - E. The Village of Sturtevant's consultant shall perform project construction administration and oversight and do so on behalf of the Village of Mount Pleasant. The Village of Mount Pleasant will pay for **20%**, with the Village of Sturtevant paying **80%** of those services on an hour for hour basis associated with the identified work items as invoiced to the project.
 - F. The Village of Sturtevant will ensure that all final lien waivers and labor sheets are presented prior to recommending final payment.
1. That the Village President and the Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 1st day of March 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

**VILLAGE OF MOUNT PLEASANT / VILLAGE OF STURTEVANT JOINT
ENGINEERING/ CONSTRUCTION COST AGREEMENT**

This agreement between the Village of Mount Pleasant and the Village of Sturtevant is entered into this _____ day of _____, 20__.

WITNESSETH:

WHEREAS, 90th Street is a shared roadway with the common Village boundary running approximately down the roadway centerline from approximately 890' south of 16th Street north toward Washington Avenue (Wis 20) for a distance of about 2,300';

WHEREAS, The Village of Sturtevant and the Village of Mount Pleasant are planning to replace the road surface, pavement marking, access ramp adjustments, conduct minor sanitary sewer structure and storm sewer structure repairs, and spot repair the existing curb and gutter for a distance of about 2,300';

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WHEREAS, Efficiencies can be accomplished if each combines their portion of these projects by completing together as one bid set. This should result in fewer interruptions for the affected property owners and one consistent point of contact with one general contractor responsible for completion of the entire project;

WHEREAS, both the Village of Mount Pleasant and the Village of Sturtevant are desirous to provide efficient and cost effective services to the taxpayers;

NOW, THEREFORE, in consideration of the mutual provisions of this Agreement the Parties hereby agree as follows:

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5. To conduct preconstruction meetings and site meetings with the general contractor as necessary.
6. To process all pay applications received by the contractor and consultant(s) through the duration of the construction project, and invoice the Village of Mount Pleasant for its share.
7. To coordinate all related change requests and change orders with designated Village of Mount Pleasant staff in a timely manner prior to authorizing the contractor to proceed with a change condition.

III. COST SHARING PROVISIONS

- A. The total project length is approximately 6,100' with 3,800' being solely within the Village of Sturtevant and 2,300' split between the Villages. Based on the project length, 80% of the project is within the Village of Sturtevant and 20% within the Village of Mount Pleasant.
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- E. The Village of Sturtevant's consultant shall perform project construction administration and oversight and do so on behalf of the Village of Mount Pleasant. The Village of Mount Pleasant will pay for 20%, with the Village of Sturtevant paying 80% of those services on an hour for hour basis associated with the identified work items as invoiced to the project.
- F. The Village of Sturtevant will ensure that all final lien waivers and labor sheets are presented prior to recommending final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

VILLAGE OF MOUNT PLEASANT

VILLAGE OF STURTEVANT

By: _____
Name

By: _____
Name

Title: Village President

Title: Village President

ATTEST:

By: _____
Name

By: _____
Name

Title: Village Clerk/Treasurer

Title: Village Administrator/Clerk/Treasurer