

**LOCAL / COUNTY AGREEMENT  
FOR A  
HIGHWAY IMPROVEMENT PROJECT**

DATE: November 7, 2007

I.D. County Project: WH030162  
State Project: 2400-04-72

HIGHWAY: West Oklahoma Avenue (CTH NN) Bridge over the Honey Creek

LIMITS; Approximately 74th Street

THIS AGREEMENT is made and entered into and by Milwaukee County, a body corporate, and the City of Milwaukee, a municipal corporation.

The portion of Oklahoma Avenue (CTH NN) is in the City of West Allis

The County has budgeted funds for the replacement of the Honey Creek Bridge utilizing 80% of Federal matching funds under the Local Bridge Program. The project let is scheduled for April 2008.

The Milwaukee County Department of Transportation & Public Works, hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee, hereinafter called the Municipality, to participate in the bridge replacement hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility – Describe and give reason for request:**

The existing bridge carries City of Milwaukee communication duct package suspended from the underside of the bridge.

**Proposed Improvement – Nature of Work:**

Replacement of the City of Milwaukee communication duct package suspended from the underside of the new bridge.

Estimated Cost Summary\*

Item	Unit	Unit Cost	Item Cost
Conduits for Replacement of Duct Package (3 conduit packages)	LS	\$15,000.00	\$15,000.00
Local Share (20%)	-	\$3,000.00	\$ 3,000.00
15% E&C	-	\$ 450.00	\$ 450.00
<b>Total Estimated City of Milwaukee Cost</b>			<b>\$ 3,450.00</b>

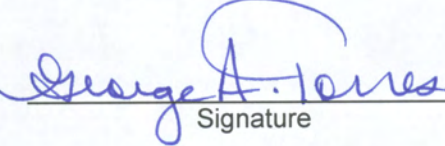
\*These costs are based on an engineering estimate and depend on the low bid and any related changes. The actual cost would be billed to the City of Milwaukee.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

**Recommended for Approval by:**

 _____ Signature	Resident Contracting Manager Bridges & Structures _____ Title	11/8/07 _____ Date
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Mahmoud N. Malas, P.E. Name (Written Clearly)		

**Signed for and on behalf of Milwaukee County:**

 _____ Signature	Director, Department of Transportation & Public Works _____ Title	11/8/07 _____ Date
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George A. Torres Name (Written Clearly)		

**Signed for and on behalf of City of Milwaukee:**

_____ Signature	Commissioner of Public Works _____ Title	_____ Date
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Jeffrey J. Mantas Name (Written Clearly)		

## TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality will pay to the County such project related costs as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the estimate summary:
  - a. Construction engineering incidental to inspection and supervision of actual construction work (100%) of the local share of 20%.
4. The local share of 20% of work necessary to complete the improvement to be financed by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
  - a. New installations of replacement communication duct package.
5. The Municipality will be invoiced by Milwaukee County upon completion of the work.
6. If the Municipality shall withdraw from the project, it will reimburse the County its proportionate local share of all costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by Milwaukee County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
  - a. Continually maintain, repair, replace and/or remove the newly installed duct package.
9. The Municipality's duct package is suspended off the bridge underside by Milwaukee County permit.

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