

**AMENDED COST SHARING AGREEMENT
BETWEEN THE CITY OF MILWAUKEE
AND THE CITY OF WAUWATOSA**

DATE: August 21, 2013

HIGHWAY: North 100th Street

LIMITS: West Grantosa Drive to point north of West Congress Street

This agreement is made and entered into and by the City of Milwaukee and the City of Wauwatosa.

The contents of this agreement will address cost sharing for the construction phase of the subject project.

The City of Milwaukee will budget funds for the improvement of North 100th Street from West Grantosa Drive to point north of West Congress Street in conjunction with the project currently under construction by the City of Wauwatosa with construction scheduled to be completed in October of 2013.

The City of Wauwatosa, through its undersigned duly authorized officers or officials, hereby requests the City of Milwaukee to participate in the improvements hereinafter described.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

The existing roadway was constructed with concrete in 1962. The roadway and curb and gutter are deteriorated and need to be replaced.

Proposed Improvement – Nature of work:

The roadway will be reconstructed with concrete to the existing width. The City of Milwaukee will be responsible for the pavement, curb and gutter that were not originally included with the City of Wauwatosa project.

Estimated Cost Summary* Wauwatosa cost is the storm sewer contract

Item	Total	City of Milwaukee	City of Wauwatosa*
Construction	\$3,324,000	\$210,000	\$3,114,000
Subtotal	\$3,324,000	\$210,000	\$3,114,000
15% Const. Engr. And Contingencies (Milwaukee)	40,000	\$40,000	
Total Cost	\$3,364,000	\$250,000	\$3,114,000

* The above costs are estimates at this time and are subject to change during the final measuring.

- 1) The City of Wauwatosa has designed the project and no preliminary engineering will be billed to the City of Milwaukee.
- 2) The City of Milwaukee will pay its share of construction costs for the subject project at the written request of the City of Wauwatosa who will bill the City of Milwaukee based on such expenses as the project progresses. Non-participating items, defined as that work which is to be paid by the community undertaking such work and not cost-shared, will be paid for, in full, by the respective municipality.
- 3) Construction engineering costs will be prorated between each municipality using final pavement construction costs in each municipality as the percentage of proration.
- 4) The costs of any additional or unforeseen items not covered in the above will be paid by the municipality in which the additional or unforeseen item occurs, after approval by the respective municipality.

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 City of Wauwatosa and upon acceptance by the City of Milwaukee shall constitute an agreement between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>Commissioner of Public Works</u>	_____
Signature	Title	Date
<u>Ghassan Korban</u> Name (Written Clearly)		

Signed for and on behalf of the City of Wauwatosa

_____	<u>Director of Public Works</u>	_____
Signature	Title	Date
<u>William Porter, Jr.</u> Name (Written Clearly)		

Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
2. The City of Milwaukee will pay to the City of Wauwatosa such project related costs as outlined below and listed in the Estimated Cost Summary itemized in the Cost Sharing Agreement.
3. Funding of the construction project phase (construction and construction engineering) is subject to inclusion of the each City's portion of project costs in their duly legislated budget process/program. City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
 - a. Roadway construction (within the City of Milwaukee).
 - b. Grading, base, and pavement for adjacent roadway approaches.
 - c. Surface water drainage for the improvement, if required.
 - d. All construction costs including change orders.
 - e. Construction engineering incidental to inspection and supervision of actual construction work
 - f. Signing and pavement marking, including detour routes, if applicable
4. Work necessary to complete the improvement to be financed entirely by the Municipality (or responsible party) where the work lies includes, but may not be limited to, the following items: pavement, curb and gutter, grading and base.
5. The City of Milwaukee will be billed for work completed based on the funding percentages listed in the Estimated Cost Summary on page 1 of this agreement. Upon completion of the project, a final audit will be made to determine the final division of costs and reconciliation will be conducted as necessary.
6. If the City of Milwaukee should withdraw from the project, it will reimburse the City of Wauwatosa its proportionate share of all costs incurred by the City of Wauwatosa as of the date of the withdrawal.
7. The work will be administered by the City of Wauwatosa or its designee(s). The City of Wauwatosa shall notify the City of Milwaukee of any design or construction changes that may occur during the process in excess of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City of Wauwatosa.
8. The respective municipalities will at their own expense:
 - a. Assume general responsibility of all public information to its residents.

(End of Document)