

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF GREENFIELD**

DATE: March 4, 2015

ROADWAY(s): West Howard Avenue

LIMITS: West Loomis Road to South 43rd Street

This Memo of Understanding is made and entered into and by the City of Milwaukee and the City of Greenfield.

The contents of this Memo of Understanding will address cost sharing for all phases of the subject project including but not limited to preliminary engineering, real estate acquisition, utility relocation, construction and construction engineering, as necessary.

The City of Greenfield has budgeted funds for the improvement of West Howard Avenue with plans scheduled to be completed in March 2015 to be scheduled for let in spring of 2015 and construction in the summer/fall of 2015.

The City of Greenfield 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:

West Howard Avenue was constructed with concrete in 1984 and the condition warrants an asphalt overlay.

Proposed Improvement – Nature of work:

The roadway will be resurfaced with asphalt, curb/gutter and sidewalk will be replaced as necessary. No sewer or water work is planned

Estimated Cost Summary*

Paving work: \$ 92,000 (includes engineering and contingencies)

City of Greenfield total cost with contingencies = \$ 633,000

1) The City of Milwaukee will pay its share of the preliminary design costs, defined as all engineering work of the roadway performed prior to the actual commencement of construction, for the subject project within 60 days of being billed by the City of Greenfield. The City of Greenfield will bill the City of Milwaukee as the project progresses and supply Milwaukee with any background information to support the billing. Each community's share of the preliminary design is calculated as the ratio of the cost under the jurisdiction of each community over the total cost.(Calculated at 12%)

- 2) The consultant services costs for each municipality will be calculated by prorating the actual consultant services expenditures. Each community’s share for consulting services is calculated as detailed in the Cost Summary above.
- 3) The City of Milwaukee will pay its share of construction costs for the subject project within 60 days of being billed by the City of Greenfield.
- 4) If the City objects to any portion of the bills submitted by the City of Greenfield, the City shall notify the City of Greenfield in writing within twenty days of the invoice’s receipt. The City will pay any undisputed portions of a bill.
- 5) Each Community may include Non-participating items in the project that they deem necessary and these 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.
- 6) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.
- 9) Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as detailed in the Cost Summary.
- 10) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City and Village and will be paid by the municipality in which the additional or unforeseen item occurs.

This Memo of Understanding is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such a Memo of Understanding for the City of Greenfield and upon acceptance by the City of Milwaukee shall constitute an Memo of Understanding between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

Signature

Commissioner of Public Works
Title

Date

Ghassan Korban
Name (Written Clearly)

Approved by the City Engineer of the City of Greenfield:

By _____ Jeffrey Katz

Attest: _____

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
 2. Subject to Section 5 of this Memo of Understanding, the City of Milwaukee will pay to the City of Greenfield such project related costs as outlined and listed in the Estimated Cost Summary itemized in the Cost Sharing Memo of Understanding.
 3. Each Municipality shall ensure that all necessary funding of each project phase (preliminary design, water main design and relay, storm water design and construction, roadway construction, and construction engineering) is in place for their portion of the project costs. The City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
 - a. Preliminary Design (12%).
 - b. Roadway construction (100% of work in Milwaukee).
 - c. Grading, base, and pavement for adjacent roadway approaches
 - d. Roadway surface water drainage for the improvement, if required
 - e. All construction costs including change orders (Per Estimated Cost Summary).
 - f. Construction engineering incidental to inspection and supervision of actual construction work
 - h. Signing and pavement marking, including detour routes, if applicable (12%).
 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:
 - a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 5. If the City of Milwaukee should withdraw from the project, it will reimburse the City of Greenfield its proportionate share of all costs incurred by the City of Greenfield as of the date of withdrawal.
 6. The work will be administered by the City of Greenfield or its designee(s). The City of Greenfield shall notify the City of any design or construction changes that may occur during the process in excess of 10% of the budgeted amount and get written authorization prior to their inclusion and cost participation by the City.
 7. The respective municipalities will at their own expense:
 - a. Maintain all portions that lie within its boundaries.
 - b. Assume general responsibility of all public information to its residents.
- (End of Document)