

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

DATE: June 3, 2010, Amended June 8, 2010

HIGHWAY: West County Line Road

LIMITS: North 68th Street to North 124th Street

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

The contents of this agreement 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.

Upon conclusion of the construction of this project, a written maintenance agreement will be finalized between the City of Milwaukee and City of Mequon to address all aspects of road maintenance which will include negotiation of any permanent truck or weight limitations.

The City of Milwaukee has budgeted funds for the improvement of West County Line Road for North 91st Street to North 124th Street with plans scheduled to be completed in May 2010 to advance to the construction contract bidding process, scheduled for let in summer of 2010 and construction in the fall of 2010.

The City of Milwaukee has budgeted funds for the improvement of West County Line Road for North 68th Street to North 91st Street with plans scheduled to be completed in May 2010 to advance to the construction contract bidding process, scheduled for let in spring of 2011 and construction in the summer of 2011.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

The existing roadway was constructed prior to 1956 and has been resurfaced a couple of times and is in very poor condition.

Proposed Improvement – Nature of work:

The roadway will be rehabbed, widened to *a maximum total pavement width of 32 feet or to a lesser width as mutually agreed upon between both municipalities, which would include bike lanes and/or shoulders.*

Estimated Cost Summary*

Item	Total	City of Milwaukee	%	City of Mequon	%
Preliminary Engineering	\$100,000	\$50,000	50	\$50,000	50
Construction	\$2,900,000	\$1,450,000	50	\$1,450,000	50
Subtotal	\$3,000,000	\$1,500,000		\$1,550,000	
15% Const. Engr. and Contingencies	\$500,000	\$250,000	50	\$250,000	50
Total Cost	\$3,500,000	\$1,750,000		\$1,750,000	

* The above costs are estimates at this time and are subject to change during the preliminary engineering process. Funding percentages are based upon a jurisdictional line which theoretically splits the project in half equally.

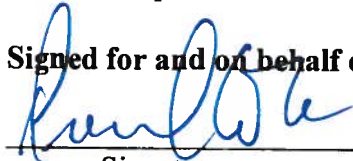
- 1) The City of Mequon will pay its estimated share of the preliminary engineering costs, defined as all engineering work performed prior to the actual commencement of construction, for the subject project at the written request of the City of Milwaukee, who will bill the City of Mequon based on such expenses, as the project progresses. Each community's share for preliminary engineering is calculated as the ratio of the roadway area within each community over the total roadway area using current municipal boundaries. Using this method the City of Mequon's share is 50%.
- 2) The final preliminary engineering costs for each municipality will be calculated by prorating the actual preliminary engineering expenditures using the final construction costs within each municipality as the percentage of proration. If the City of Mequon's final actual cost share is less than the paid amount to date, the difference will be refunded to the City of Mequon; if the City of Mequon's final actual cost share is greater than the amount paid to date, the city of Mequon will be billed the balance of their share.
- 3) The City of Mequon will pay its share of construction costs for the subject project at the written request of the City of Milwaukee who will bill the City of Mequon 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. The actual final bridge and roadway approach construction costs for each municipality will be determined based on actual measured quantities within each respective municipality and the prorating of the lump sum items, as applicable. The estimated share of construction cost participation for the City of Mequon is 50%

and the City of Milwaukee share is 50%. An actual percentage will be calculated when final costs are determined.

- 4) The City of Milwaukee agrees to consult with and seek concurrence with the City of Mequon during the project design process and plan preparation for the improvement. *The City of Milwaukee and City of Mequon will mutually agree on the final project design and specifications. The City of Milwaukee shall notify the City of Mequon of any design and/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 Mequon.*
- 5) Construction engineering costs will be prorated between each municipality using final construction costs in each municipality as the percentage of proration.
- 6) If the City of Mequon's actual share for roadway construction and construction engineering is less than the deposited amount, the difference will be refunded to the City of Mequon, or if the City of Mequon's share is greater than the deposited amount, the City of Mequon will be billed the balance of its share.
- 7) 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.

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

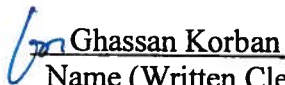
Signed for and on behalf of City of Milwaukee:



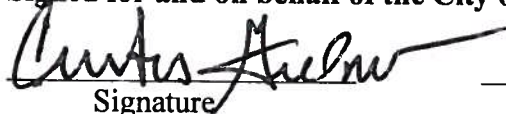
Signature

Commissioner of Public Works
Title

3-15-13
Date


Ghassan Korban
Name (Written Clearly)

Signed for and on behalf of the City of Mequon



Signature

Mayor
Title

3-25-13
Date

Curt Gielow
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 Mequon will pay to the City of Milwaukee such project related costs as outlined below and listed in the Estimated Cost Summary itemized in the Cost Sharing Agreement.
3. Funding of each project phase (preliminary engineering, real estate, utility relocation, construction, and construction engineering) is subject to inclusion of the City of Mequon's portion of the project's 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. Preliminary engineering and review services (50%).
 - b. Real estate for the improvement, if required (50%).
 - c. Roadway construction (50%).
 - d. Grading, base, and pavement for adjacent roadway approaches (50%).
 - e. Surface water drainage for the improvement, if required (50%).
 - f. All construction costs including change orders (50%).
 - g. Construction engineering incidental to inspection and supervision of actual construction work (50%).
 - h. Signing and pavement marking, including detour routes, if applicable (50%).
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. *As the work progresses, the City of Mequon 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 Mequon should withdraw from the project, it will reimburse the City of Milwaukee its proportionate share of all costs incurred by the City of Milwaukee as of the date of the withdrawal.
7. The work will be administered by the City of Milwaukee or its designee(s). *The City of Milwaukee shall notify the City of Mequon 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 Mequon.*
8. The respective municipalities will at their own expense:
 - a. Assume general responsibility of all public information to its residents.
9. *Upon completion of the construction of this project, a written maintenance agreement will be finalized between the City of Milwaukee and City of Mequon to address all aspects of road maintenance.*

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