

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

DATE: April 5, 2011
ID: H203NN01C and H203NN02C
HIGHWAY: W. Oklahoma Ave. (CTH NN)
LIMITS: S. 108th St. to S. 76th St.

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

The portion of W. Oklahoma Ave. between S. 108th St. and S. 76th St. has been designated County Trunk Highway "NN" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "NN" between S. 108th St. and S. 76th St., with completed plans to be submitted for advancement to the construction contract bidding process, scheduled for April 2011, and construction to begin in May 2011.

The Milwaukee County Department of Transportation and 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 street improvements 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:

W. Oklahoma Ave. (CTH NN) is typically a four-lane urban type road, with auxiliary lanes, concrete curb and gutter and storm sewers. The pavement is in poor condition. The roadway will continue to deteriorate at an accelerated rate unless preventive action is taken.

Proposed Improvement – Nature of work:

The road is scheduled for a major rehabilitation by the County. The rehabilitation consists of milling the existing concrete pavement, base patching and resurfacing it with 4-inches of hot mix asphalt with spot curb and gutter replacement. As requested by the municipality, manhole adjustments, water box adjustments, and some new concrete sidewalk and concrete sidewalk replacement will be included.

**Project No. H203NN01C and H203NN02C
W. Oklahoma Ave. (CTH NN) - S. 108TH ST. TO S. 76TH ST.
ESTIMATED COST SUMMARY***

<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>ESTIMATED UNIT COST</i>	<i>ESTIMATED AMOUNT</i>
REMOVING PAVEMENT (DWYS)	S.Y.	84.00	\$6.50	\$546.00
REMOVING CONCRETE SIDEWALK	S.Y.	960.00	\$5.00	\$4,800.00
CONCRETE DRIVEWAY 7-INCH	S.Y.	76.00	\$39.00	\$2,964.00
CONCRETE SIDEWALK 5-INCH	S.F.	8620.00	\$4.00	\$34,480.00
ADJUSTING MANHOLE COVERS (SANITARY)	EACH	51.00	\$425.00	\$21,675.00
RECONSTRUCTING MANHOLES	EACH	8.00	\$1000.00	\$8,000.00
MANHOLE COVER TYPE 58A	EACH	11.00	\$500.00	\$5,500.00
ADJUSTING WATER GATE VALVES	EACH	77.00	\$90.00	\$6,930.00
ADJUSTING WATER SERVICE BOXES	EACH	30.00	\$90.00	\$2,700.00
INTERNAL SANITARY MANHOLE SEALS	EACH	19.00	\$275.00	\$5,225.00
ADJUSTING TES MANHOLE COVERS	EACH	5.00	\$450.00	\$2,250.00

Cost of Non-Participating items:	\$95,070.00
+15% Engineering & Contingency:	\$14,260.50
Total Cost:	<u>\$109,330.50</u>

* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

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.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation & Public Works _____ Title	_____ Date
_____ Jack Takerian Name (Written Clearly)		

Signed for and on behalf of the City of Milwaukee:

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

_____ Signature	Comptroller _____ Title	_____ Date
_____ W. Martin Morics 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 the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items 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. Preliminary Engineering and review services (100%).
 - b. The grading, base, pavement, and curb and gutter (100%).
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%).
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%).
 - e. Signing and pavement marking, including detour routes (100%).
 - f. Surfacing of private driveways due to change in grade of the improvement (100%).
 - g. New installations or alterations of traffic signals (100%).
 - h. Real Estate for the improvement, if required (100%).
 - i. Replacement of any sidewalk removed as a result of a change in street grade (100%).
4. Work necessary to complete the improvement to be financed entirely 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 or alterations of sidewalks, sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, 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 Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering 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. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - d. Remove and reinstall street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate median modifications as per the plan. City of Milwaukee to coordinate work with the construction manager.
 - e. Bore and install conduit and cable necessary for street lighting modifications and relocations.
 - f. Construct temporary overhead street lighting facilities at various locations throughout the project's length. City of Milwaukee to coordinate work with the construction manager.

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