

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

DATE: January 19, 2021 updated February 10, 2021

ROADWAY(s): S. 45th Street, W. Crawford Avenue, S. 47th Street

LIMITS: North of W. Tripoli Avenue and South of W. St Francis Avenue

This COST SHARING MEMO OF UNDERSTANDING is made and entered into by the City of Milwaukee and the City of Greenfield.

The contents of this COST SHARING MEMO OF UNDERSTANDING will address cost sharing for all phases of the subject project including but not limited to construction and construction engineering.

The City of Greenfield has budgeted funds for the improvement of this area with a scheduled let of February 3, 2021 and major construction in the summer/fall of 2021 with final surface asphalt paving in 2022. This document is updated with the bid prices.

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:

The existing rural cross-section roadways were constructed in 1941 with periodic minor maintenance activities performed and are now in poor condition.

Proposed Improvement – Nature of work and Estimated Cost Summary:

The roadways will be reconstructed with asphalt, and concrete curb and gutter. Driveway approaches and sidewalk will be replaced as necessary. The storm water drainage will be improved with additional storm sewer facilities.

The estimated costs are included as an Exhibit to this COST SHARING MEMO OF UNDERSTANDING and a summary follows.

City of Milwaukee:

Construction:	\$ 305,028.30
Construction Engineering (10%):	\$ 30,502.83
Total:	\$ 335,531.13

City of Greenfield:

Construction:	\$ 1,320,010.68
Construction Engineering (10%):	\$ 132,001.07
Total:	\$ 1,452,011.74

- 1) Bidder costs will be reviewed prior to contract award by the City of Greenfield.
- 2) The construction engineering consultant service costs for each municipality will be calculated by prorating the actual consultant service expenditures using the final construction costs.
- 3) The City of Milwaukee will pay its share of the construction and construction engineering costs for the subject project within 60 days of being invoiced by the City of Greenfield.
- 4) If the City of Milwaukee objects to any portion of the invoices submitted by the City of Greenfield, the City of Milwaukee shall notify the City of Greenfield in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of a bill.
- 5) The City of Greenfield agrees to consult and seek concurrence with the City of Milwaukee regarding any construction change orders that would result in additional construction costs in excess of 10% after the project has been awarded.
- 6) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of Milwaukee and City of Greenfield and will be paid by the municipality in which the additional or unforeseen item occurs.

This COST SHARING 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 COST SHARING MEMO OF UNDERSTANDING for the City of Greenfield and City of Milwaukee.

Signed for and on behalf of City of Milwaukee:

	Director of Public Works	
Signature	Title	Date
Jeff Polenske		
Name		

Signed for and on behalf of the City of Greenfield:

	Mayor	
Signature	Title	Date
Michael J. Neitzke		
Name		

	City Attorney (as to form)	
Signature	Title	Date
Brian Sajdak		
Name		

Signature	Comptroller Title	Date
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Paula Schafer
Name

Signature	City Clerk Title	Date
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Jennifer Goergen
Name

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 Greenfield such project related costs as outlined and listed in the Estimated Cost Summary and Cost Sharing as set forth in the Clark Dietz Proposal.
3. Each Municipality shall ensure that all necessary funding of each project phase (roadway construction, and construction engineering) is in place for their portion of the project costs.
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 shall withdraw from the projects, it shall 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 Milwaukee 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 of Milwaukee.
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)