

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

DATE: February 21, 2024

ROADWAY(S) AND LIMITS:

W. Howard Ave. – A point 20' +/- West of S. 43rd Street to S. 60th Street (including intersections)

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, utility coordination, construction and construction engineering, as necessary.

It is desired by the City of Greenfield and the City of Milwaukee to resurface portions of W. Howard Avenue. Both municipalities will budget funds for the improvement of the roadway with the Bid Letting in Summer of 2024 and construction in the Fall of 2024/Spring 2025 following completion of WE Energies Gas main work.

Coordination between the City of Greenfield's Wisconsin Department of Transportation project on S. 43rd St. and its detour route will be coordinated with the City of Milwaukee paving project if the work occurs concurrently in 2025.

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:

It is desired by the City of Greenfield and the City of Milwaukee to resurface portions of W. Howard Avenue between South 43rd Street to South 60th Street.

Proposed Improvement – Nature of work:

The roadway will receive a 2-inch asphalt overlay, pavement markings and ADA corner curb ramps where necessary.

Estimated Cost Summary*

Estimated Construction Cost: \$150,000

+15% Engineering and Contingencies = \$25,000

City of Greenfield estimated total cost with contingencies = \$175,000

- 1) The City of Greenfield 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 Milwaukee. The City of Milwaukee will bill the City of Greenfield as the project progresses and supply Greenfield with any background information to support the billing. Each community's share of the preliminary engineering is calculated as the ratio of the cost under the jurisdiction of each community over the total cost. (Using this method the City of Milwaukee's share is 70% and the City of Greenfield's share is 30%.)
- 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 Greenfield will pay the construction costs for the subject project within 60 days of being billed by the City of Milwaukee.
- 4) If the City of Greenfield objects to any portion of the bills submitted by the City of Milwaukee, the City of Greenfield shall notify the City of Milwaukee in writing within twenty days of invoice's receipt. The City of Greenfield 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 Milwaukee agrees to consult and seek concurrence with the City of Greenfield regarding any field change orders after the project has been awarded that would result in additional construction costs in excess of 10%.
- 7) Construction engineering costs will be the time charged to the project number and will be detailed as necessary when the bill is sent, using final construction costs as detailed in the Cost Summary
- 8) 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 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 a Memo of Understanding between the two municipalities.

3. Each Municipality shall ensure that all necessary funding of each project phase (preliminary design, utility coordination, roadway construction, and construction engineering) is in place for the project costs. The City of Greenfield financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
 - a. Preliminary Design (30%).
 - b. Roadway construction.
 - c. Grading, base, and pavement for adjacent roadway approaches
 - d. Roadway surface water drainage, 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.
 - g. Signage, pavement marking, and detour routes, if applicable (30%).
4. Work necessary to complete the improvement to be financed entirely by the municipality (or responsible party), where the project lies, but may not be limited to, the following items:
 - a. New installations of, or alterations to sanitary sewers or connections, water, gas, steam, electric, telephone, telegraph, fiber optic, fire or police 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 Greenfield 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 withdrawal.
6. The work will be administered by the City of Milwaukee or its designee(s). The City of Milwaukee shall notify the City of Greenfield 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 Greenfield.
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)