

DRAFT – March 15, 2012

THIS AGREEMENT, by and between Milwaukee County ("County"), and the City of Milwaukee, a municipal corporation ("City");

WHEREAS, the County has requested an agreement that provides for the relocation of existing City utilities within the S. Howell Avenue right-of-way owned by the Wisconsin Department of Transportation ("WisDOT") in the vicinity of Citation Way, a County private road; and

WHEREAS, the City utilities will be relocated to accommodate construction of a new County bridge over S. Howell Avenue and the relocation of Citation Way at the intersection with S. Howell Avenue.

NOW, THEREFORE, in consideration of the mutual promises made by the parties and for other good and valuable consideration,

IT IS AGREED, by and between the parties that:

1. Funding Obligation

The County shall provide all funds necessary for design and construction of the City utility relocations, easement preparation as may be required, water fittings, materials inspections, construction inspections and any related City work necessitated by the project. Subject to the terms of this agreement the City agrees to provide the following:

- A. Sanitary sewer construction, tie-in and abandonment; which shall include design, obtaining required permits from the Wisconsin Department of Natural Resources (“WDNR”) and the Milwaukee Metropolitan Sewerage District (“MMSD”), construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing sanitary sewers, project close-out and record document preparation.
- B. Roadway lighting required for public safety, necessitated by the new bridge construction; which shall include design, construction document preparation, construction by City Forces for both temporary and permanent lighting which includes all materials, labor tools and equipment necessary for construction, inspection, project close-out and record document preparation. The location, height and type of proposed roadway lighting shall be approved by the County and WisDOT and shall be in conformance with Federal Aviation Administration (“FAA”) regulations.

C. Communication and lighting conduit required to accommodate roadway lighting and public safety communication cabling; which shall include design, construction document preparation, construction oversight, on-site coordination and inspection of construction, testing, materials inspection, inspection of the tie-in to existing conduits, project close-out and record document preparation.

2. City to Design Utility Relocations

The City shall design the sewer, lighting and communication/lighting conduit relocations associated with the bridge construction. The County shall solicit public bids and award the construction contract for the sanitary sewer relocation and conduit improvements defined in this agreement. The City shall use City Forces to complete all construction associated with temporary and permanent roadway lighting. In order to expedite the City's design, the County shall provide plans for the bridge construction and Citation Way relocation for use by the City for their construction document preparation. The City shall provide the County a complete set of construction drawings and specifications for the sanitary sewer, lighting modifications and conduit relocations. Lighting drawings shall depict any work that will be included in the County's bridge contract. All other lighting work shall be noted as "work by others."

3. Construction Option

The County shall let and administer construction contracts for relocation of the sanitary sewer, conduit improvements and any lighting improvements that may be integral to the new bridge construction. The City shall perform inspections of their utilities

during the course of construction as required. All construction contracts let and administered by the County shall comply with all applicable laws and ordinances that pertain to the Federal, State and County funding of public improvements. The County shall not authorize any changes in improvement plans that affect the City's utilities without the prior approval of the Commissioner of Public Works ("Commissioner").

4. Sanitary Sewer Relocations

Relocated sanitary sewers will be installed in the public street right-of-way. Design for sanitary sewers shall be prepared by the City. The City's construction cost estimate is \$91,000. The cost of construction shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for the not-to-exceed costs to design, and inspect the sewer improvements as follows:

Design (sewer mains)	\$6,000
Inspection	<u>\$6,000</u>
Total	\$12,000

The review and approval of the sewer plans by MMSD are required. The City shall use its best efforts to facilitate these efforts.

5. Street Light Relocation

The relocated street lighting shall be designed and constructed by the City. The City will investigate the appropriate location for relocated light standards in the median of S. Howell Ave, including the possibility of mounting the lighting on the new bridge over S. Howell Ave. The County agrees to make provisions on the new bridge to accommodate street lighting fixtures and electrical service if found to be appropriate. The City shall construct the

relocated street lighting infrastructure with City Forces, as well as provide and install temporary street lighting as necessary to protect public safety during bridge and related construction. The County shall reimburse the City for its not-to-exceed costs for the design, construction and inspection of the lighting improvements as follows:

Design (lighting)	\$2,500
Construction	\$33,000
Inspection	<u>\$650</u>
Total	\$36,150

6. City Underground Conduits and City Communication

The relocated City communication/lighting conduit shall be designed by the City. The City shall disconnect the Police Call box at College Avenue and S. Howell Avenue for the duration of the project and reconnect the Call box when the conduit and cable infrastructure are reinstalled. The City's construction cost estimate for City underground conduit is \$50,000 along with another \$10,000 for City communication conduit. The cost of construction for the relocated conduits shall be the responsibility of the County via incorporation into the County's bridge construction contract. The County shall reimburse the City for its not-to-exceed costs for the design, and inspection of the conduit improvements as follows:

Design (City underground conduit)	\$5,600
Inspection	<u>\$2,800</u>
Total	\$8,400

7. Private Water Relocation

County-owned water mains will require relocation as part the

bridge improvement project. The County and/or its contractor shall pay all fees associated with connecting to the City water main and shall construct a new water meter pit, if necessary.

8. Storm Water Management Plan

A Storm Water Management Plan for the project shall be prepared by the County, and submitted for review and approval by the City Engineer. Any storm water management improvements required for the bridge construction project shall be designed and constructed by the County to meet City standards and specifications. The City shall review and approve all storm water infrastructure improvements required for the bridge project prior to construction at no fee or charge to the County. Ownership and maintenance of the storm water management improvements required for the bridge project shall be the responsibility of the County.

9. Public Right-of-Way and Required Permits

The County and City acknowledge the street right-of-way is owned by the WisDOT. The County agrees to provide, where necessary and at no cost to the City, all right-of way permits required to construct the utility relocations and public improvements associated with the bridge construction. Permits necessary for any such work shall be obtained by the County or other responsible parties prior to the construction of public improvements therein. The City shall waive all fees for City permits.

10. Reimbursement and Accounting Agreement

Services provided by the City, that are to be funded by the County

under the terms of this Agreement shall be paid in accordance with the following procedure.

- A. The County agrees to prepay the entire estimated cost of the services provided by the City as defined in Sections 4 through 6 of this Agreement. The County will send a copy of the executed Agreement and an advance payment in the amount of \$56,550.00 to the City's Accounting Division listed in paragraph C. of this Section. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the County must be received before the City is required to perform any of the obligations required by this Agreement. Any amount due on the final bill will be netted against the advance payment required by this paragraph and, as appropriate, a refund or final invoice will be furnished to the County.

- B. In determining the City's costs under this Agreement, there shall be included a general administrative support (overhead) cost based on the current rate (See Exhibit A) and the project costs. This overhead represents the cost to the City for those indirect expenses that are a part of agency overhead and operations.

- C. The City of Milwaukee Accounting Division is identified by the City as the billing office for this agreement. The County will send a copy of the executed Agreement and the full advance payment to the City's Coordination Manager shown below. All payments for this Agreement must include the project number and project location.

The mailing address for the City is:

Attn: Lois Gresl
City of Milwaukee Coordination Manager
841 N. Broadway, Room 501 _____
Milwaukee, WI 53202 _____

The County hereby identifies the office to which the City will render invoices for the project costs incurred as:

General Mitchell International Airport
Attn: C. Barry Bateman, Airport Director
5300 South Howell Avenue
Milwaukee, WI 53207
414-747-5300

D. Estimates as contained in Sections 4 through 6 of this Agreement are expected to be maximum amounts, but these amounts may be modified to recover the City's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the City will notify the County immediately. The City will also provide the County with a modification to this Agreement, which includes the City's additional costs plus overhead. The County agrees to prepay the entire estimated cost of the modification amount plus the required overhead percentage identified in Para. 10B above. The County will send a copy of the executed Modification Agreement to the City with any additional advance payment.

16. Inspections

Both parties agree that all materials furnished and all work performed to accomplish the utility relocations contemplated by this Agreement shall conform to all regulations and specifications of the City of Milwaukee and its Commissioner of Public Works and shall be subject to inspection by the Department of Public Works. All engineering and inspection costs incidental to the installation of the public improvements covered by this Agreement shall be subject to the terms of this Agreement, the cost of such service when furnished by the City shall be calculated based on the wages of the person or persons engaged in such work plus all costs of overhead. Reimbursement for costs incurred by the City shall be in accordance with Section 10 of this Agreement and shall not exceed the cost limits established in Sections 4 through 6 of this Agreement, unless otherwise amended.

17. Ownership of Relocated Utilities

It is understood and agreed by both parties hereto that upon completion of the utility relocations, the relocated utilities installed under the terms of this Agreement shall vest in the City of Milwaukee and that the City will accept the obligation of their operation and maintenance in accordance with the standard practice between the parties.

18. City Ordinances and Regulations

The City warrants that all work shall be undertaken in accord with City standards and customary public works contracting procedures. It is further understood and agreed that this Agreement is subject to all City, County, State and Federal laws, regulations and ordinances and regulations and nothing herein shall be deemed to waive or supersede such requirements.

Appendix A – Overhead Factor Cost Items

“Overhead Factor” shall include but is not limited to reimbursement of the following:

- Social Security
- Vacation, Holiday & Sick Pay
- Pension & Personal Insurance Plans
- Local Telephone & Fax Service
- Registration Fees
- Legal & Accounting Expenses
- Office & Drafting Supplies
- Repairs & Maintenance
- Use of CAD Equipment and Systems
- Miscellaneous Overhead
- Office Utilities
- General Office Expenses
- Dues & Subscriptions
- Insurance
- Postage & Shipping
- Auto Expenses, Parking
- Travel costs to locations within a 100-mile radius of Milwaukee
- Meals
- Office Rental

THIS AGREEMENT, drafted by the City of Milwaukee, shall be binding upon the County, its successors and assigns and upon the City, its successors and assigns.

Milwaukee County

IN WITNESS WHEREOF, the County has caused this document to be signed and sealed this ____ day of _____, 2012.

Frank Busalacchi, Director
Milwaukee County Department of
Transportation

Timothy Karaskiewicz
Principal Assistant Corporation Counsel

Freida Webb, Director
Milwaukee County Community
Business Development Partners

Cynthia VanPelt
Executive Director, Risk Management

Greg G. High, Director of AE & ES
Milwaukee County Department of
Administrative Services

IN WITNESS WHEREOF, the proper City Officers have caused this document to be signed and the City's seal to be affixed this ____ day of _____, 2012.

CITY OF MILWAUKEE

In Presence Of:

Tom Barrett, Mayor

City Clerk

COUNTERSIGNED

Comptroller

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2012,
Tom Barrett, Mayor of the City of Milwaukee, a municipal corporation, to me known to be
the person who executed the foregoing instrument and to me known to be such Mayor of
said municipal corporation, and acknowledged that he executed the foregoing instrument
as such officer as the deed of said municipal corporation, its authority, and pursuant to
Resolution File No. adopted _____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
Ronald Leonhardt, City Clerk of the above-named municipal corporation, to me known
to be the person who executed the foregoing instrument and to me known to be such
City Clerk of said municipal corporation, and acknowledged that he executed the
foregoing instrument as such officer as the deed of said municipal corporation, its
authority, and pursuant to Resolution File No. _____, adopted
_____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2012,
W. Martin Morics, City Comptroller of the City of Milwaukee, a municipal corporation, to
me known to be the person who executed the foregoing instrument and to me known to
be such City Comptroller of said municipal corporation, and acknowledged that he
executed the foregoing instrument as such officer as the deed of said municipal
corporation, its authority, and pursuant to Resolution File No. _____, adopted
_____, 2012.

Notary Public, State of Wisconsin
My Commission expires: _____

Exhibit A - Outside Overhead Charges

DPW Division Code	Percentage of Project Cost	DPW Division
5231	.2181	DPW-Infra-Admin
5233	.1353	DPW-Infra-Transportation
5234	.0811	DPW-Infra-Construction
5235	.1968	DPW-Infra-Field Op-St/Bridges
5237	.1318	DPW-Infra-Field Op-Electrical
5238	.1921	DPW-Infra-Field Op-Support
6831	.2911	DPW-Sewer Maint-Environmental
6832	.2261	DPW-Sewer Maint-Underground
6411	.2641	DPW-Water Works-Business
6412	.1538	DPW-Water Works-Plants
6413	.2441	DPW-Water Works-Engineering
6414	.2679	DPW-Water Works-Distribution
6415	.1500	DPW-Water Works-Water Quality
6416	.1417	DPW-Water Works-Plants-South