

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

DATE: October 27, 2008  
ID: 2090-13-70  
HIGHWAY: W. Silver Spring Drive (CTH "E")  
LIMITS: North 124<sup>th</sup> Street to North 90<sup>th</sup> Street

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

The portion of W. Silver Spring Drive between North 124<sup>th</sup> Street to North 90<sup>th</sup> Street has been designated County Trunk Highway "E" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "E" between North 124<sup>th</sup> Street to North 90<sup>th</sup> Street with completed plans to be submitted to advance to the construction contract bidding process, scheduled for March 2009, and construction to begin in April 2009.

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:**

West Silver Spring Drive is 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. This project will extend the useful life of this roadway at least 15 years.

**Proposed Improvement- Nature of work:**

The road is scheduled for a major rehabilitation. The rehabilitation consists of rubblizing the existing concrete pavement, a new asphalt surface, spot curb and gutter replacement. Manhole and water gate valve adjustments will be undertaken where requested by the Municipality.

**Estimated Cost Summary\***

Item	Est. Quant.	Unit	Unit Cost	Item Cost
Removing Curb & Gutter	60	LF	\$3.75	\$ 225
Removing Concrete Sidewalk	336	SY	\$6.00	\$ 2,016
Excavation Common	162	CY	\$14.00	\$ 2,268
Base Aggregate Dense 1 ¼-Inch	40	TON	\$11.00	\$ 440
Concrete Driveway 7-Inch	177	SY	\$40.00	\$ 7,080
Concrete Sidewalk 5-Inch	14,405	SF	\$3.40	\$48,977
<b>Curb Ramp Detectable Warning</b>				
Field Yellow	56	SF	\$40.00	\$
2,240				
Reconstructing Manholes	2	EACH	\$1,100	\$ 2,200
Adjusting Manhole Covers	36	EACH	\$450.00	\$16,200
Topsoil	900	SY	\$4.00	\$ 3,600
Fertilizer Type B	0.50	CWT	\$100.00	\$ 50
Sod Water	10	MGAL	\$50.00	\$ 500
Sod Lawn	900	SY	\$3.25	\$ 2,925
Adjusting Water Valve Boxes	45	EACH	\$250.00	\$11,250
Internal Sanitary Manhole Seals	30	EACH	\$500.00	\$15,000
Adjusting Water Manhole Covers	2	EACH	\$600.00	\$ 1,200
<b>Cost of Non Participating items</b>				<b>\$116,171</b>
<b>+15% E &amp; C</b>				<b>\$17,429</b>
<b>Total Cost</b>				<b>\$133,600</b>

\* 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
George A. Torres _____ 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)		

-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 and State 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 and prohibit 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. Construct new concrete bases for the relocated street light poles.
  - f. Bore and install conduit and cable necessary for street lighting modifications.
  - g. Construct temporary overhead street lighting facilities at various locations throughout the project's length. City of Milwaukee to coordinate work with the construction manager.
  
9. Basis for participation: 100% Municipality, as specified by Milwaukee County policy.

(End of Document)