

**COST SHARING MEMO OF UNDERSTANDING
BETWEEN
THE CITY OF MILWAUKEE
AND THE CITY OF WEST ALLIS**

DATE:

STREET: West Pierce Street, between South 76th Street and South 77th Street

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

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 preliminary and construction engineering, and reconstructing the street, as necessary.

The City of West Allis has budgeted funds for the reconstruction of West Pierce Street between South 76th Street and South 77th Street with a 7" concrete pavement.

The City of West Allis 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 street was constructed in 1959 and is in need of reconstruction.

Proposed Improvement – Nature of work:

The street will be reconstructed with concrete pavement.

Estimated Cost Summary

1. Paving total:	\$ 270,000
City of West Allis share:	\$ 135,000
City of Milwaukee share:	\$ 135,000
+15% Engineering and Contingencies = \$20,000	

City of Milwaukee estimated total cost with contingencies = \$155,000

1) Each community's share of the design/construction 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 50% and the City of West Allis' share is 50%.)

2) The City of Milwaukee will be sent an invoice for the quantities of work performed in their community after the quantities are certified by the City of West Allis. The City of Milwaukee will pay it's share within 60 days of being billed by the City of West Allis. The City of West Allis will

bill the City of Milwaukee as the project progresses and supply Milwaukee with any background information to support the billing.

2) The engineering costs for each municipality will be calculated by prorating the actual design services expenditures. Each community's share for engineering is calculated as detailed in the Cost Summary above.

3) If the City of Milwaukee objects to any portion of the invoice submitted by the City of West Allis, the City of Milwaukee shall notify the City of West Allis in writing within twenty days of the invoice's receipt. The City of Milwaukee will pay any undisputed portions of the bill.

4) 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.

5) The City of West Allis agrees to consult and seek concurrence with the City of Milwaukee regarding any field change orders that would result in additional construction costs in excess of 10% after the project has been awarded.

6) 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.

5) The costs of any additional or unforeseen items not covered in the above shall be agreed upon by the City of West Allis and the City of Milwaukee 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 an COST SHARING MEMO OF UNDERSTANDING for the City of Milwaukee and upon acceptance by the City of West Allis shall constitute an COST SHARING MEMO OF UNDERSTANDING between the two Municipalities.

Signed for and on behalf of City of Milwaukee:

_____	<u>City Engineer</u>	_____	
Signature	Title		Date

Kevin J. Muhs, PE, AICP

Approved by the City Engineer of the City of West Allis:

By _____	Date: _____
Name/Position	

Melinda Dejewski, P.E.

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to all applicable Federal, State, and local regulations.
2. Subject to Section 5 of this COST SHARING MEMO OF UNDERSTANDING, the City of West Allis will pay to the City of Milwaukee such project related costs as outlined and listed in the Estimated Cost Summary in the Cost Sharing COST SHARING MEMO OF UNDERSTANDING.
3. Each Municipality shall ensure that all necessary funding of each project phase (design, utility coordination, roadway construction, and construction engineering) is in place for their portion of the project costs. The City of Milwaukee financing will be limited to participation in the costs of the following items as specified in the Estimate Cost Summary:
 - a. Design (50%)
 - b. Roadway construction
 - c. Grading, base, and pavement for adjacent roadway approaches
 - d. Roadway surface water drainage for the improvement, if required
 - e. All construction costs including change orders (Per Estimated Cost Summary)
 - f. Construction engineering incidental to inspection and supervision of the actual construction work (50%)
 - g. Signing and pavement marking, including detour routes, if applicable (50%)
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 West Allis 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 West Allis 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 West Allis.
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)