

CORRESPONDENCE MEMORANDUM

Wisconsin Department of Transportation

Date: March 19, 2014
To: Warren La Duke
4802 Sheboygan Ave, Room 451
Madison, WI 53707-7965
From: Michael Birschbach PE
Southeast Region
Utility Engineer
Subject: Utility Project ID: 1060-38-49
R/W Project ID: 1060-33-24 UTL #522
City of Milwaukee

Date received at BTS 3/19/2014
FIIPS X
Vendor # 396005532 00
BTS Spreadsheet X TUMS X

Construction Project ID: 1060-33-80
ZOO IC, ZOO INTERCHANGE PHASE 1
LINCOLN-BLUEMOUND, 121ST TO 70TH
IH 94, Milwaukee County

Let 8/26/2014

RECOMMENDATION FOR APPROVAL:

The cost estimate and work plan for this project has been reviewed and is reasonable. The estimate and agreement are recommended for approval on behalf of the Department of Transportation.

Southeast Transportation Region

Michael Birschbach
Regional Utility Coordinator

3/19/14
Date

Bureau of Technical Services (BTS)

W. E. Hall
Statewide Utility Projects Coordinator

June 30, 2014
Date

The following materials relating to the subject project are required for utility number processing. Please complete checkboxes prior to submittal.

- One copy of the signed or recorded Release of Rights document.
[ ] DT1660-COR [ ] DT1661-QCD [ ] DT2216-TCE(Non-TPP)
[ ] The original of the DT1541-Audit in the amount of \$114,200.00.
[ ] One copy of City of Milwaukee's plans and estimates, including a summary worksheet showing the major cost areas and total cost.
[ ] One copy of the following documents that show the highlighted area(s) of compensability.
[ ] Traditional R/W Project Plat - Relocation Order Date: 01/17/2014
[ ] One copy of any plan and profile sheets when they are used, in addition to the appropriate plat sheets.

WATER - 100% compensable Materials, Engineering and Inspection of Watermain. Includes Zoo Xing, 87th St Xing & Chester St. Other Attachments: What this agreement covers City of Milwaukee Resolution File No.131357 Change Order Cost Summary Compensable Exhibits (Zoo Xing, 87th St Xing & Chester St) Unsigned Release of Rights documents include COR, TCE and QCD.

Credits applied to this utility number and amount of credit:

Table with 4 columns: Used Life, Betterment, Salvage, Plant Loss, and their respective amounts (\$0.00).

All required permits shall be approved by the official approving authority prior to construction activity.

The funding for this project is 100% State Funds.

APPROVED
SEND UTILITY COPY OF AGREEMENT
AND AUTHORIZATION TO BEGIN WORK

# AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation  
DT1541 7/2013 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **Milwaukee Water Works**, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the Wisconsin Department of Transportation from the COMPANY in connection with a Wisconsin transportation improvement designated:

**Project:** Zoo IC - Zoo Interchange Phase 1  
Zoo Interchange  
Milwaukee County, Wisconsin  
Design Project ID 1060-33-07  
Construction Project ID 1060-33-80

**Utility Project ID:** 1060-38-49  
**Parcel #:** 522

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement. It is further understood, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.
2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated for all facilities covered by the Code of Federal Regulations 23, Section 645.117(h). The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.
3. Work under this Agreement shall not start until the COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate Regional Transportation Office of the DEPARTMENT when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this agreement must be covered by a written change order or an extra work order. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the COMPANY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The COMPANY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any utility subcontractor if the work is performed in that manner.

4. Upon completion of the work contemplated under this Agreement, the COMPANY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this

Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the deletion or correction thereof. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the said conveyance.

The COMPANY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

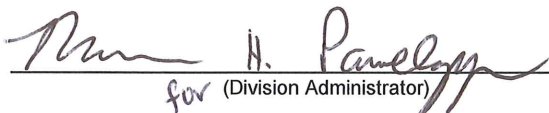
- 5. In Connection with the performance of work under this contract, the COMPANY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- 6. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered herein, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

This Agreement does not supplant any permit required under Section 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.


- 7. It is further agreed that any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.
- 8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

IN WITNESS, the parties have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.


**WISCONSIN DEPARTMENT OF TRANSPORTATION**

  
for (Division Administrator)  
6-30-2014  
\_\_\_\_\_  
(Date)

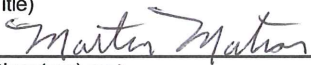
**Milwaukee Water Works**

(Company)  
  
(Signature) 2/21/14  
(Date)

**Superintendent**

(Title)  
  
(Signature) 2/24/14  
(Date)

**DPW - Commissioner**

(Title)  
  
(Signature) 2-26-14  
(Date)

**Comptroller**

(Title)

March 7, 2014

**ZOO IC – ZOO INTERCHANGE PHASE 1  
CITY OF MILWAUKEE - WATER  
AUDIT AGREEMENT PARCEL 522  
UTILITY ID 1060-38-49  
CONSTRUCTION ID 1060-33-80**

**What The Agreement Covers:**

This agreement covers the compensable (100% ) materials, engineering, and inspection work associated with the City of Milwaukee - Water facilities impacted by the proposed construction of the Zoo IC – Zoo Interchange Phase 1 project.

Work performed under construction project 1060-33-80 includes the reconstruction of ramps and structures within the Zoo Interchange, portions of IH 94 between STH 100 and S. 70<sup>th</sup> Street, portions of IH 894 and USH 45 between W. Washington Street and Watertown Plank Road, structures over the freeway at Bluemound Road and 92<sup>nd</sup> Street, and local road reconstruction at S. 84<sup>th</sup> Street, O'Connor Street, Adler Street, Chester Street, Bluemound Road, N. 95<sup>th</sup> Street and N. 97<sup>th</sup> Street.

The total estimated cost of the materials, engineering, and inspection work is \$114,200.00. Payment will be made under an audit agreement. The work includes the engineering and inspection of City of Milwaukee - Water relocations and adjustments and furnishing associated materials.

The adjustment, reconstruction, and relocation of City of Milwaukee water facilities related to this agreement will be performed by WisDOT as part of Construction Project 1060-33-80. The work includes the reconstruction of water mains crossing USH 45 South of Bluemound Road and crossing IH 94 near 87<sup>th</sup> Place; the reconstruction of water mains in local streets at Chester Street; and the relocation of water main located on Milwaukee County Zoo property.

The utility work plan for the relocations covered by this agreement has been reviewed by consultant and Southeast Region staff and is found to be compatible with the proposed Zoo Interchange project. The cost estimate has also been reviewed and is found to be reasonable. The agreement and cost estimate are recommended for approval.

A salvaged material credit does not apply.

A betterment credit does not apply.

Plant loss does not apply.

A used life credit does not apply.

Federal funds will not be used on this utility relocation project.

Any applicable permits required will be reviewed by the Southeast Region office and approved if acceptable, prior to the performance of the work.



**PROJECT COST ESTIMATE  
FOR WATER MAIN CONSTRUCTION  
STATE DOT PROJECTS AUDIT AGREEMENT**

TYPE OF IMPROVEMENT    16" Relay    W.E.D. NO(S)    2014-525  
   24" Relay

LOCATION

In: W.E.248D (Milwaukee County Zoo)  
From: N. 97th St. Ext'd  
To: 2000' S/O to 800' S/O W. Blue Mound Rd.

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CONTRACT CITY COSTS - AUDIT AGREEMENT	\$85,900.00
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Audit Agreement

Utility Project ID#1060-38-49	STATE REIMBURSES 100% COST	\$85,900.00
WISDOT Project ID#1060-33-80		

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PROJECT ID WT410140525	6410	\$42,000.00
	5010	\$43,900.00

PREPARED \_\_\_\_\_ JEI \_\_\_\_\_

DATE \_\_\_\_\_ 1/10/2014 \_\_\_\_\_

**PROJECT COST ESTIMATE  
FOR WATER MAIN CONSTRUCTION  
STATE DOT PROJECTS AUDIT AGREEMENT**

TYPE OF IMPROVEMENT     8" Relay    W.E.D. NO(S)     2014-531

LOCATION

In: W.E.826A  
At: W. Chester St. (1000' E/O S. 92nd St.)

<b>CONTRACT CITY COSTS - AUDIT AGREEMENT</b>		<b>\$5,800.00</b>
Audit Agreement		
Utility Project ID#1060-38-49	STATE REIMBURSES 100% COST	\$5,800.00
WISDOT Project ID#1060-33-80		
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PROJECT ID   WT410140531	6410	\$4,000.00
	5010	\$1,800.00

PREPARED         JEI        

DATE         1/10/2014

