

**AGREEMENT FOR PAYMENT**  
**For Relocation or Replacement of Municipal Utility Facilities**  
**Located on Public Held Land Required by Freeway Construction**

Wisconsin Department of Transportation  
DT1575 7/2013 s.84.295(4m) Wis. Stats.

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|---|--|
| Municipal Utility Owner<br>City of Milwaukee  |  |
| Project Description – Include<br>Title: NORTH SOUTH FREEWAY<br>Limits: HOWARD AVE TO VALLEY BRIDGE<br>Highway: IH - 43<br>County: MILWAUKEE | Project ID(s)<br>Design: 1228-25-00<br>Construction: 1228-25-70<br>Right of Way: 1228-25-41<br>UA No.: 101<br>Utility: Conduit |

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, designated as the “DEPARTMENT,” and the above-identified municipal utility, designated as the “MUNICIPAL UTILITY,” for the payment for the relocation or replacement of certain municipal utility facilities on publicly held lands as required by the construction of the freeway project identified above.

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

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

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY 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 that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY’s accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY’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 in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. 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 MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office 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 any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY’s sole expense.**

The MUNICIPAL UTILITY 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 MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director’s prior approval.

The MUNICIPAL UTILITY 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 MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY 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 MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY 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 item's deletion or correction. 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 agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY 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 MUNICIPAL UTILITY 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 MUNICIPAL UTILITY 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 in 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 MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY 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 MUNICIPAL UTILITY 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, 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 sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**MUNICIPAL UTILITY**

\_\_\_\_\_  
 (Contract Manager) (Date)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Title)

**OFFICE OF THE GOVERNOR**

\_\_\_\_\_  
 (Governor of Wisconsin) (Date)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Print Name)

August 21, 2014

**UTILITY ID 1228-25-41  
CONSTRUCTION ID 1228-25-70  
MUNICIPAL UTILITY AGREEMENT  
City of Milwaukee  
Conduit**

**What the Agreement Covers:**

This agreement covers the compensable (90% State/ 10%Local) inspection costs for the adjustment, reconstruction, and relocation of the City of Milwaukee, Conduit impacted by the proposed construction and the proposed re-decking of structures B-40-173- West Maple Street, B-40-178 – West Lincoln Avenue, B-40-170 – West Greenfield Avenue and B-40-265 – West Howard Avenue IH-43 overpasses.

The work under construction contract 1228-25-70 includes the reconstruction of the conduit packages located at W. Greenfield Avenue (B-40-170), W. Lapham Boulevard (B-40-171), W. Maple Street Overpass (B-40-173), W. Lincoln Avenue (B-40-178), and W. Howard Avenue (B-40-265). The cabling work will be restored by City forces in the newly placed conduits after construction is complete. This work will be completed within a separate DOT breakout contract.

The work covered by this agreement will be performed prior to and during construction project 1228-25-70. The estimated cost of this inspection of the conduit is \$8,342.00 and payment will be made under a municipal utility agreement. The work includes inspection for the City of Milwaukee, Conduit facilities.

The utility work plan for the adjustment, reconstruction and relocation covered by this agreement has been reviewed by Southeast Region staff and is found to be compatible with the proposed project. The cost estimate has been reviewed and 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 performance of the work.

**Project Cost Estimate  
For Conduit Inspection  
Milwaukee Conduit**

**PROJECT ID: 1228-25-70**  
NORTH SOUTH FREEWAY  
HOWARD AVE TO VALLEY BRIDGE  
CONST/BRIDGE REHAB-DECK OVERLAY  
IH-043 MILWAUKEE COUNTY

The anticipated costs are **\$8,342.00**. The cost breakdown is shown below:

The City Underground Conduit section would like to have a Utility Agreement to cover the cost to inspect the conduit being installed within the I-43 Howard to Valley Bridge construction project. The estimated cost for City Forces to inspect the conduit installations is \$8,342.00. (5% of the conduit construction costs).

|                         |            |
|-------------------------|------------|
| Total Estimate of Costs | \$8,342.00 |
| State 90% Cost          | \$7,507.80 |
| City 10% Cost           | \$834.20   |