

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 4/2023 s.84.295(4m) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and **City of Milwaukee**, hereinafter 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 below.

Project Description Title: I-94 EAST WEST, WEST LEG Limits: 70TH STREET TO ZABLOCKI DRIVE Highway: IH 94 County: MILWAUKEE	Project ID(s) Design: 1060-27-17 Construction: 1060-27-71 Right of Way: 1060-27-22 UA No.: 622 Utility: 1060-27-49
Facility Type: Water	

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 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 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 Buy America Compliance*.

- 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)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin) (Date)

(Print Name)

City of Milwaukee
(Municipal Utility Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

February 26, 2025

**I-94 EAST WEST, WEST LEG
70TH STREET TO ZABLOCKI DRIVE
IH 94
MILWAUKEE COUNTY
CONSTRUCTION PROJECT 1060-27-71**

**CITY OF MILWAUKEE - WATER
MUNICIPAL UTILITY AGREEMENT
UTILITY ID 1060-27-49
UA No 622**

What The Agreement Covers:

This agreement covers the compensable (90% State / 10% Local cost share per ss.84.295) for municipal design review and construction inspection, associated with the relocation of existing City of Milwaukee water facilities impacted by the proposed construction of Project ID 1060-27-71.

Road work performed under Project ID 1060-27-71 includes the reconstruction of N Hawley Road from S Hawley Court to south of W Park Hill Avenue, including associated excavation, grading, sidewalk, and storm sewers. The profile of N Hawley Road will be lowered approx. 5-Feet under the IH 94 bridges.

The impacted City of Milwaukee facilities that are the subject of this agreement include relocation of an existing 48-Inch and a 36-Inch water main in N Hawley Road and adjustment of water valves and hydrants located throughout the project.

The estimated cost of municipal engineering review and construction inspection performed by the City of Milwaukee is \$ 200,160 of which WisDOT's share is \$ 180,144 and the Local share is \$ 20,016.

All relocation work of the 36-Inch and 48-Inch water mains and adjustment of water valves and hydrants will be performed by WisDOT's contractor as part of the Project ID 1060-27-71.

The impacts to City of Milwaukee facilities covered by this agreement have been reviewed by the Southeast Region staff and the proposed relocations will conform to the proposed project plans. 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 the associated utility relocations.

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

City of Milwaukee

Utility ID 1060-27-49
Utility Facility Water
Construction Project ID: 1060-27-71
Project Title: IH 94 West Leg
Project Limits: 70th St to Zablocki Dr
HWY: IH 94

This agreement covers the municipal engineering review and construction inspection performed by the City of Milwaukee. The water facilities impacted by Construction ID 1060-27-71 include relocating an existing 48-Inch and 36-Inch water mains in N Hawley Road and adjustment of water valves and hydrants located throughout the project.

Cost Share (10% Local Share / 90% State Share) per ss.84.295

Design Costs:	Item	Total Cost	City of Milwaukee Cost (10%)	WisDOT Cost (90%)
	Engineering Design/Review	\$64,800.00	\$6,480.00	\$58,320.00

Construction Inspection:	Item	Total Cost	City of Milwaukee Cost (10%)	WisDOT Cost (90%)
	Construction Inspection:	\$135,360.00	\$13,536.00	\$121,824.00

	Total:	\$200,160.00	\$20,016.00	\$180,144.00
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	LOCAL SHARE (10%)	\$20,016.00		
	WISDOT SHARE (90%)	\$180,144.00		

City of Milwaukee

Utility ID 1060-27-49
 Utility Facility Water

	Unit	QTY	Unit Price	Total
Labor Costs				
Engineering Design/Review				
3-Engineers for 180 hours	hr	540	\$120.00	\$64,800.00
Subtotal Design:				\$64,800.00
Inspection Services				
1-material inspector	hr	144	\$90.00	\$12,960.00
2-inspector for 18 weeks at 40 hours	hr	1,440	\$85.00	\$122,400.00
Subtotal Inspection:				\$135,360.00
Grand Total				\$200,160.00

UTILITY WORKSHEET

DT2236 6/2009 s.84.063 Wis. Stats.

Wisconsin Department of Transportation

Utility Company Name City of Milwaukee-Water	PLEASE RETURN THIS WORKSHEET BY December 9, 2024 (REV 1)
Project Description – Include Project ID, Title, Limits, Highway, County Design Project ID: 1060-27-17 Construction Project ID: 1060-27-71 I-94 EAST WEST, WEST LEG 70TH STREET TO ZABLOCKI DRIVE IH 94, MILWAUKEE COUNTY	RETURN TO Mr. Kurt A. Farrenkopf, P.E. Associate/Project Manager Kapur & Associates, Inc. 7711 North Port Washington Road Milwaukee, Wisconsin 53217 (414) 751-7226 kfarrenkopf@kapurinc.com

1. Describe your proposed relocation plan for the above project, as requested in the enclosed letter, using highway stationing whenever possible. Attach extra sheets if needed.
All work to be included in paving contract as a participating item.

(26) of water gate valve boxes and (8) of water manholes may need to be adjusted after paving. MWW requests Special Provisions for adjusting valve boxes & water manholes to be included in project special provisions and performed by DOT's contractor as a participating item. Access shall be maintained to all hydrants within the construction area for fire protection. All hydrants shall be protected from damage for the duration of the project.

Water main protection is required at 7 locations where proposed catch basin structures do not meet the minimum horizontal clearance from existing water main:

Catch basin structure CB (202) at STA 33C+40, 20' RT (Pg 144)
Catch basin structure CB (206) at STA 36C+20, 23'RT (Pg 144)
Catch basin structure CB (210) at STA 37C+95, 23'RT (Pg 144)
Catch basin structure CB (251) at STA 37C+95, 23'RT (Pg 144)
Catch basin structure CB (256) at STA 37C+95, 23'RT (Pg 144)
Catch basin structure CB (323) at STA 58HWS+00, 27'RT (Pg 152)
Catch basin structure CB (312) at STA 59HWS+18, 39'RT (Pg 152)

12" WM ALT – STA 34C+53, 12.5' RT - 34x53 Pipe from 1083 to 110 in direct conflict with 12" WM. (PF27266) (Pg 130)

12" WM ALT – STA 36C+63, 15' RT – 18" STO pipe from 1094 to 208 in direct conflict with 12" WM. (PF27266) (Pg 130, 131)

HYD ALT – STA 35+28, 93' RT STO Structures and pipe from 2140 to 2141 in direct conflict/undermines existing hydrant branch. (Pg 137, 139)

6" WM ALT - STA 11S+21, 32' LF, LP#329 direct conflict with 6" WM (PF62056) (pg 216)

6" WM ALT - STA 12A+73, 27' LT, LP#313 direct conflict with 6" WM (PF62056) (pg 216)

STA 11A+35 to 12A+73 (Pg 216). Proposed lighting installed on top of WM. Relocate lighting or WM alt req.

STA 20A+36, 20' RT(Pg 216) - Proposed lighting going through existing hydrant. Relocated light or Hyd Alt req

HYD ALT - STA 325EW+25, 63' LT. IH94-WB & Dana Ct Hydrant in conflict with proposed freeway and STO structure 2130. Hydrant alteration required (Pg 137, 138, 402, 424)

HYD ALT - STA 18A+67, 22.5' RT. Hydrant located at NE corner of 70th and O'Connor in conflict with propsoed walk. Hydrant alteration required. (Pg 410, 416, 426)

HYD ALT - STA 39C+23, 220' RT - Hydrant SE corner 68th St and Fairview in conflict with curb ramp/walk and STO. Alteration required. (Pg 144, 418)

48" WM Relay - STA 61+00 to 67+50 significant cut over 48" feeder main. STA 61+15 42" STO sewer x-ings in direct conflict with 48" WM from STO structure 2100 to 2114, 334 to 33, 345 to 344, 338 to 337, 353 to 352 and STO Structure 373 and 375 in direct conflict with 48" WM. Water main relay required.(Pg 420-423, 719-724, 137)

36" Water Main Relay - STA 67+35 Rt and LT limits - significant cut over 36" feeder main and conflict with structure R-40-762. Direct conflict with 18" STO x-ing from Structure 380 to 375. Water main relay require. (Pg 154, 421, 423, 724)

2. Conflicting utility facilities will need to be relocated prior to construction. If this is not feasible, provide an explanation and an indication of what work will require coordination with the highway contractor during construction.
Work to be included in paving contract as a participating item

3.	Anticipated Start Date N/A
4.	Estimated construction time required (In working days) N/A

5. List the approvals required and the expected time schedule to obtain those approvals.
N/A

6. Include a list of the real estate parcels that the Wisconsin Department of Transportation (DOT) must have acquired to enable your company to complete the necessary facility installations and relocations prior to construction.
N/A

7. Review the enclosed plans for the above project. Are your facilities correct as shown? If not, list the errors. In some cases, it may be easier to return a marked up copy of the plan. **It is very important that your facilities are shown correctly because all construction field personnel will use this information. Uncorrected location errors could create construction delays or damage to utility facilities.**

Plan details-Missing WM plans - (68 to 92)

Curb Ramp Details - Missing WM Plans (69 to 112)

FTMS plan set - Missing WM Plans (113 to 126)

Storm Plan Accuracy:

Pg 142, 150 - Hydrant at SE corner 70th and Kearny - missing valve E/o Existing hydrant. See WQ 419

Pg 144, 148, 150 - 12" WM drawn inaccurately. Should be 15' W/o existing ROW. See WQ 405, 420, PF27266, 27269)

Lighting Plans Accuracy:

70th St:

Pg 204, 216 - 70th St - Missing valve E/of Existing Hydrant See WQ 419

Pg 218 - From Matchline 19A+00 going north - WM on the E/S of 70th St shown incorrectly (See PF 62056)

Pg 217 - Missing hydrant branch to hydrant at SE corner Kearny and 69th St

Pg 218 - STA 31C+00 to Matchline - 12" WM drawn inaccurately. Should be 15' W/o Existing ROW. (See WQ 420, PF27266, 27269)

Pg 218 - Missing 36" WM in Fairview Ave at 68th St and not showing 36" feeder main accurately in 68th St. (See PF29033)

Pg 218 - 16" WM drawn inaccurately in 68th St & Fairview. (See PF29033, 28304)

Pg 218 - Missing hydrant branch at SE corner 68th & Fairview

Pg 219. - 12" WM drawn inaccurately. (See WQ 405, 420. PF 27266, 27269)

Traffic Plan Accuracy:

Pg 235, 240 - Hydrant at SE corner 70th and Kearny - missing valve E/o Existing hydrant. See WQ 419

Pg 237, 238, 242 - 12" WM in 68th St drawn inaccurately. (See WQ 405, 420. See PF 27266, 27269)

CUC Plan Accuracy:

Pg 247 - Hydrant at SE corner 70th and Kearny - missing valve E/o Existing hydrant. See WQ 419

Pg 250-251 - 12" WM drawn inaccurately. Should be 15' W/o existing ROW. See WQ 405, 420, PF27266, 27269)

Pg 251 - Missing 36" WM in Fairview Ave at 68th St and not showing 36" feeder main accurately in 68th St. (See PF29033)

Pg 251 - 16" WM drawn inaccurately in 68th St & Fairview. (See PF29033, 28304)

Plan and Profile:

Pg 400, 405, 418 - STA 32C+50 to STA 39+93.38 - 12" WM in 68th St shown inaccurately. See WQ 405, 420, PF27266, 27269)

Pg 402, 407 - STA 32EW+25, 63' LT hydrant branch missing/not shown accurately (See PF59279)

Pg 409, 416 - Hydrant at SE corner 70th and Kearny - missing valve E/o Existing hydrant. See WQ 419

Pg 411, 412, 425 - 12" WM in 68th St drawn inaccurately. (See WQ 405, 420. See PF 27266, 27269)

Pg 417, 425 - STA 21+BS+00 to 21BS+83.79. 69th St - WM drawn inaccurately and missing hydrant branch pipe at the SE coner 69th and Kearney. See PF31131

Pg 418, 426 - Missing 36" WM in Fairview Ave at 68th St and not showing 36" feeder main accurately in 68th St. (See PF29033)

Pg 418 - 16" WM drawn inaccurately in 68th St & Fairview. (See PF29033, 28304)

Structures

Pg 431, 435 - B-40-1036 & B-40-1037- 12" WM in 68th St drawn inaccurately. (See WQ 405, 420. See PF 27266, 27269)

Pg 469 - N -40-114 - 12" WM in 68th St drawn inaccurately. (See WQ 405, 420. See PF 27266, 27269)

8. Is this work dependent on work by other utilities? If so, which other utilities, and what time schedule has been coordinated with them?

With the paving contract

9. Please provide the name, address, telephone number and e-mail address of the field contact person for this project, so that we may place this information on the highway plan.

Name

MWW Control Center (24/7 Contact0

Address

841 N Broadway, Room 409

City, State, ZIP Code

Milwaukee, WI 53202

Area Code - Telephone Number

414-286-3710

Area Code - Telephone Number (Mobile)

N/A

E-mail Address

N/A

10 List any other relevant information that may impact the ultimate goal of preventing construction delay due to uncertain scheduling of utility facility relocations.

11. Yes No
 Do you have any facilities that are no longer in use but have been left in place in the project area? If "Yes", approximately where are the facilities located and what type and size of facility is involved?

Does the line have any remaining product?
 Does the line have any asbestos wrap or any other hazardous materials associated with it?
 Does any part of the line conflict directly with the proposed highway project? If so, what arrangements have been made to remove those portions? This should be mentioned as part of your work plan in question number 1 on this form.

Is there any reason the highway contractor cannot remove portions of the line left in place?

If you answered "Yes" to any of the questions above, please attach additional pages.

Preparer Area Code – Telephone #, Ext.
414-286-2425

Preparer E-Mail Address
sarah.b.jazdzyk@milwaukee.gov

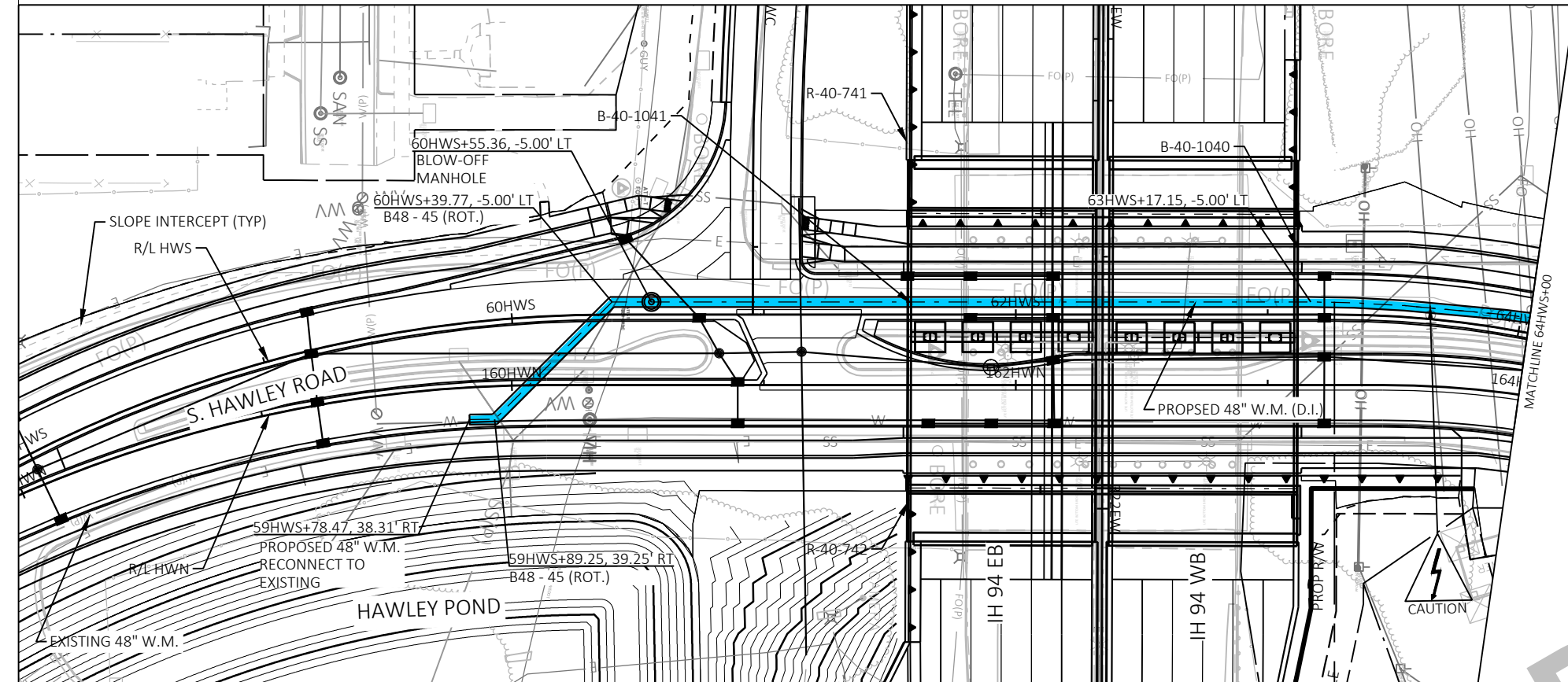
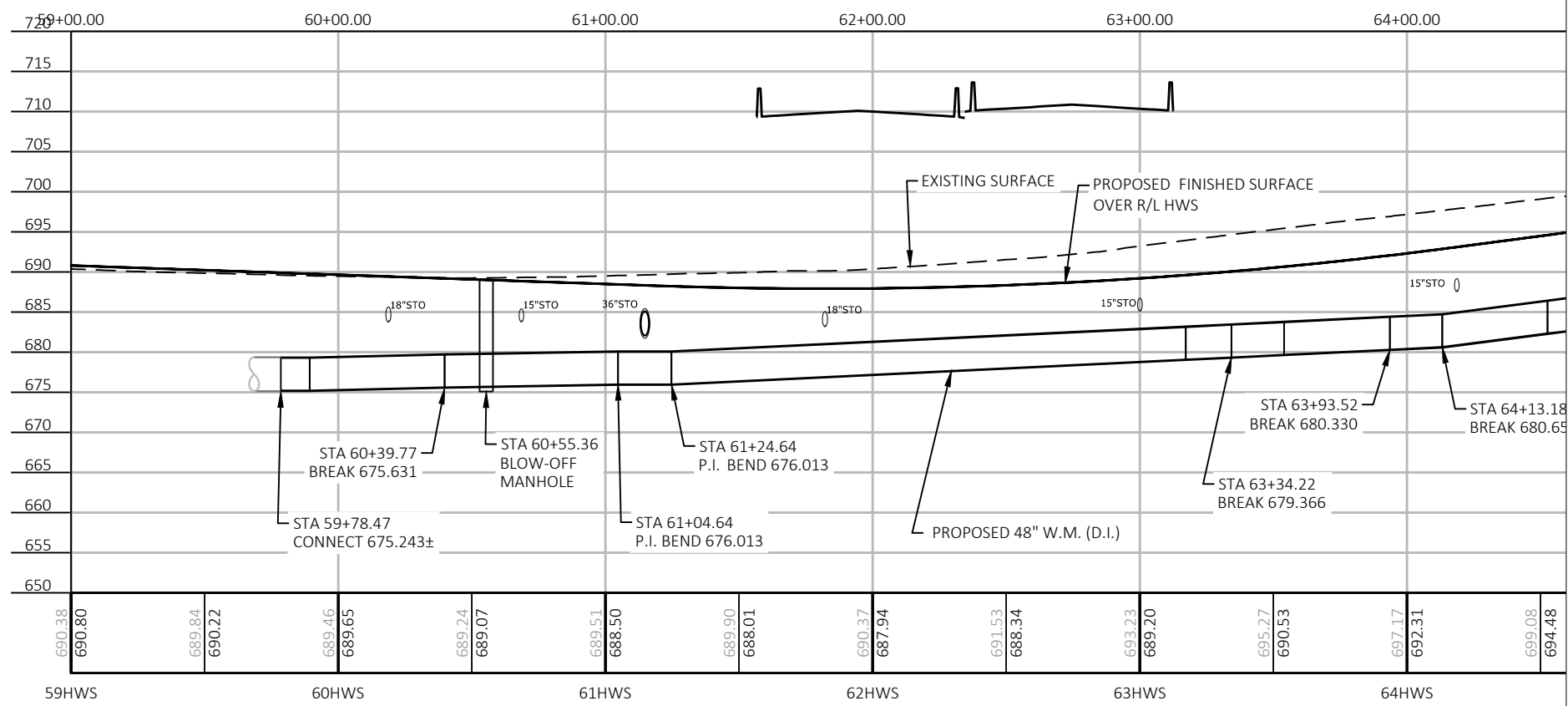
Sarah Jazdzyk

(Name of Person Who Prepared this Worksheet)
(If completed electronically, Brush Script Font)

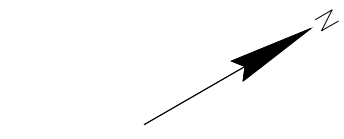
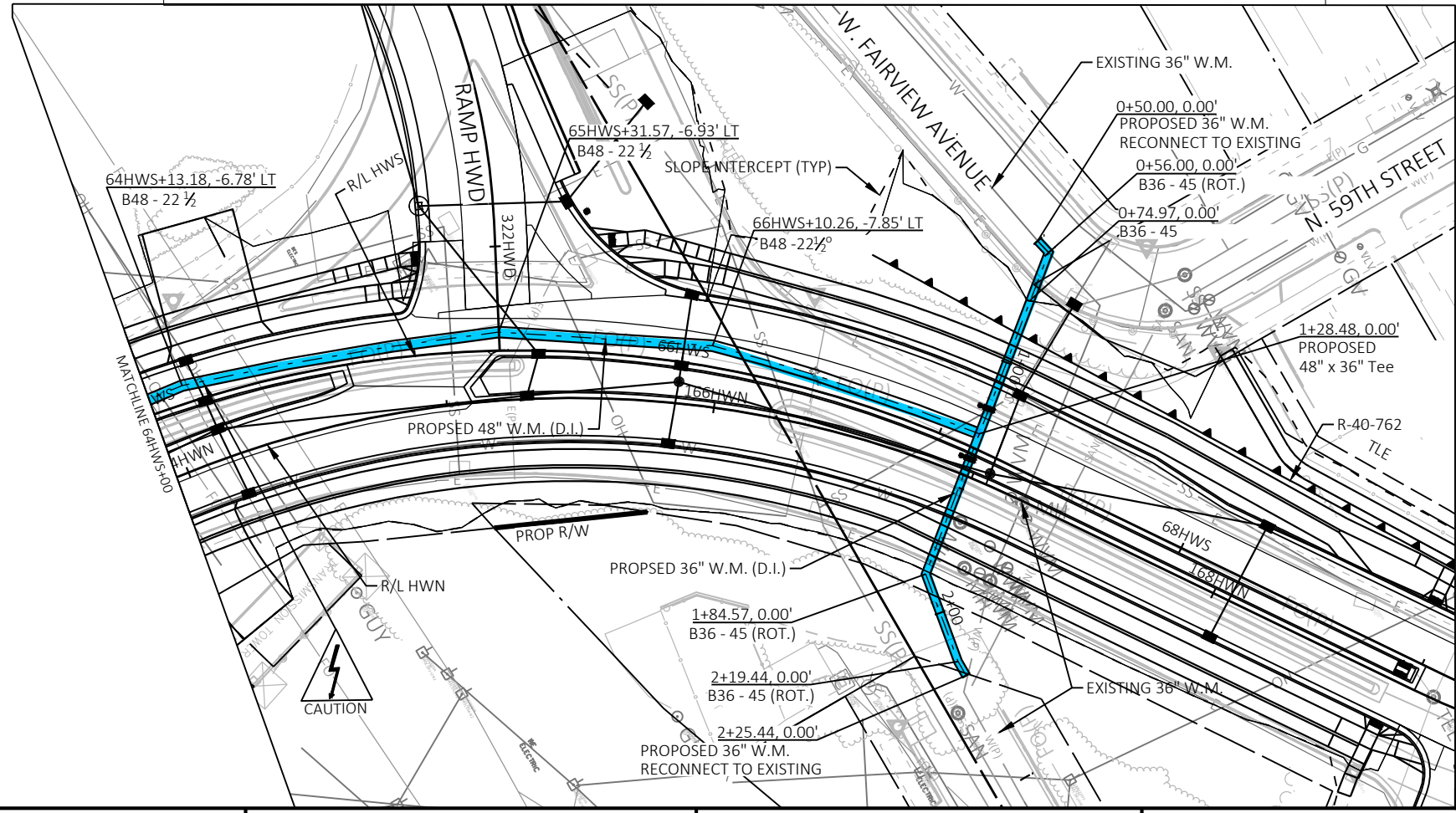
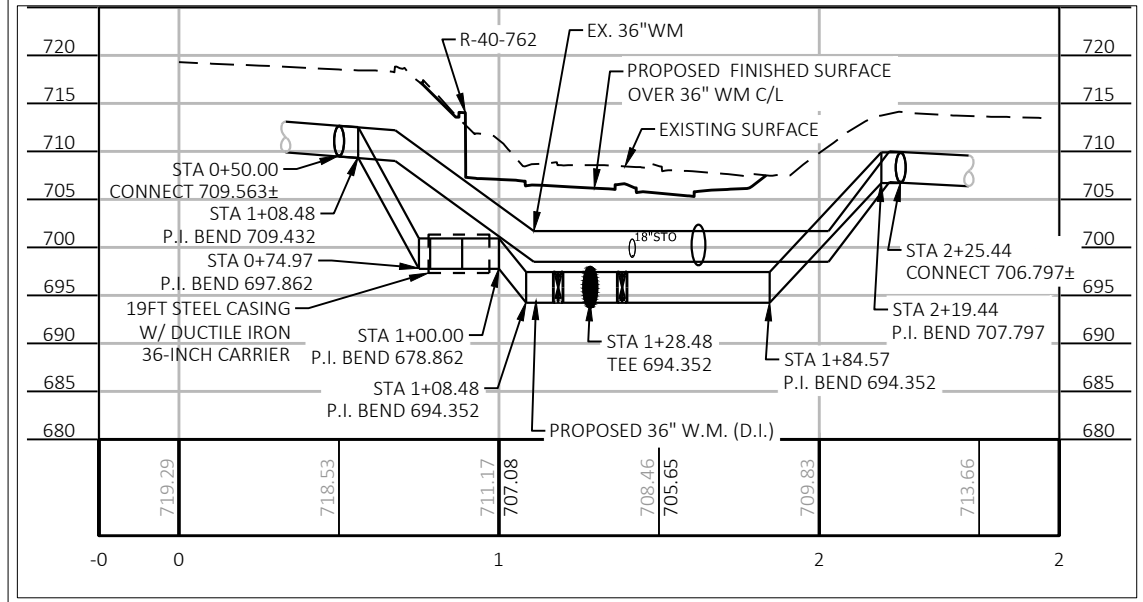
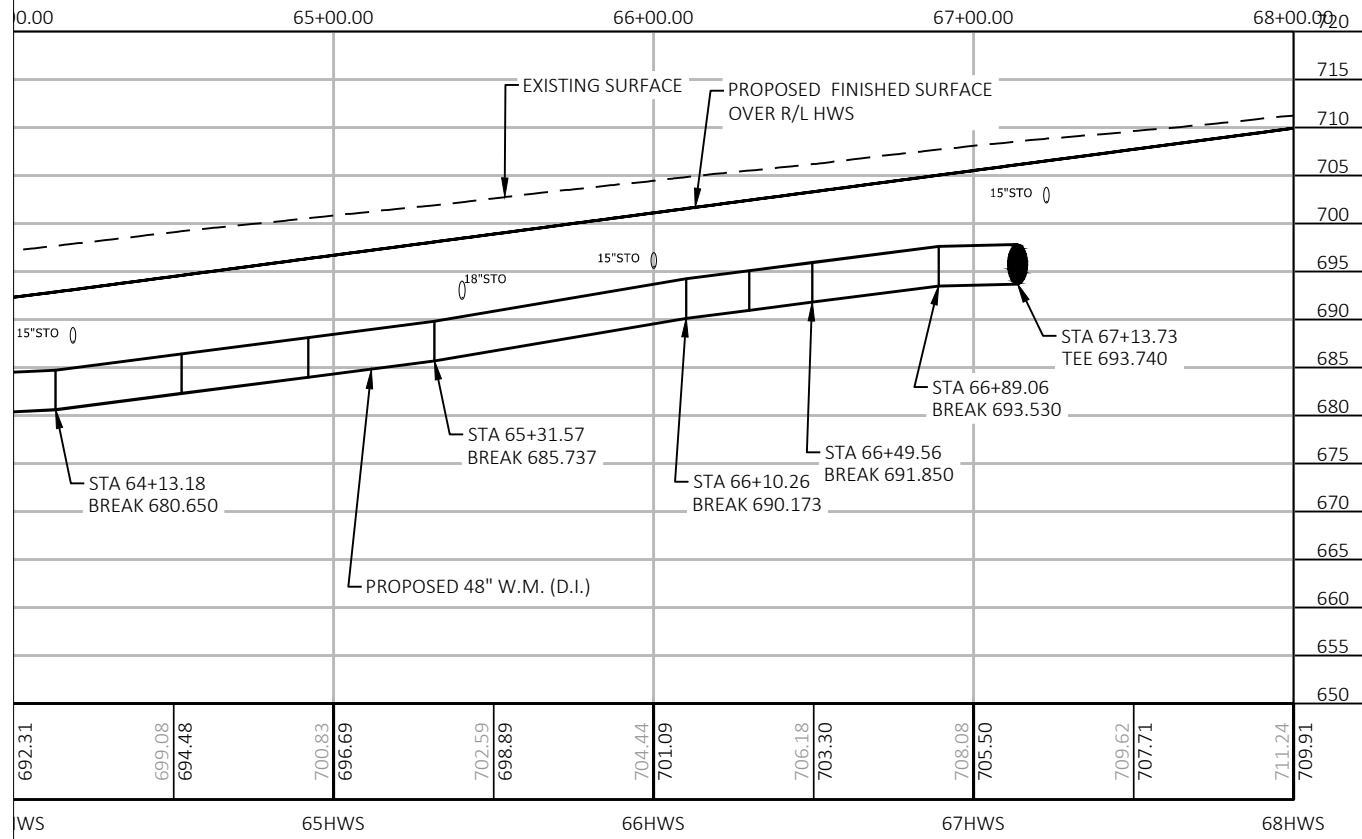
12/9/24

(Date)

NOTE DOT will be sending to you a Trans 220 Work Plan Approval letter and a Start Work Notice after we complete the review of your Work Plan.



Milwaukee Water Works		Water Engineering	
Department of Public Works		Department of Public Works	
WATER MAIN			
N. HAWLEY RD.			
FROM STA 59HWS+78			
TO W. FAIRVIEW AVE.			
SCALE	HORIZONTAL 1" = 30'	APPROVED	DATE
	VERTICAL 1" = 10'		
1/4 SEC. NO.			
PLN. DATE			
DRAWN BY			
CHECKED BY			
SURVEY BY			
PROGRAM NO.	CONTRACT NO.	C.C. FILE NO.	
PROJECT NO.	OFFICIAL NOTICE NO.	DATE ADOPTED	
SHEET NO. <u> </u> OF <u> </u>		PLAN FILE NO. <u> </u>	



CALL DIGGERS HOTLINE
1-800-242-8511
TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND BEFORE YOU DIG. WISCONSIN STATUTE 182.015 REQUIRES 90 DAYS OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

NO.	BY	REVISION	DATE

Milwaukee Water Works Department of Public Works	
WATER MAIN	
N. HAWLEY RD.	
STA 59HWS+78 W. FAIRVIEW AVE.	
IN	DATE
FROM	DESIGNED BY
TO	ENGINEER IN CHARGE
SCALE	HORIZONTAL 1" = 30'
	VERTICAL 1" = 10'
1/4 SEC. NO.	DATE
PLN. DATE	DATE
DRAWN BY	DATE
CHECKED BY	DATE
SURVEY BY	DATE
PROGRAM NO.	CONTRACT NO.
PROJECT NO.	OFFICIAL NOTICE NO.
	C.C. FILE NO.
	DATE ADOPTED
SHEET NO. <u> </u> OF <u> </u>	PLAN FILE NO. <u> </u>