

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: IH 94 EAST WEST, EARLY GRADING Limits: MENOMONEE RIVER TO 32ND STREET Highway: IH 94 County: MILWAUKEE	Project ID(s) Design: 1060-27-18 Construction: 1060-27-76 Right of Way: 1060-27-25 UA No.: 622 Utility: 1060-28-46
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)

May 13, 2026

**I-94 EAST WEST, EARLY GRADING
MENOMONEE RIVER TO 32ND STREET
IH 94
MILWAUKEE COUNTY
CONSTRUCTION PROJECT 1060-27-76**

**CITY OF MILWAUKEE – WATER
MUNICIPAL UTILITY AGREEMENT
UTILITY ID 1060-28-46
UA #622**

What The Agreement Covers:

This agreement covers the compensable (90% State / 10% Local cost share per ss.84.295) cost 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 1060-27-76.

Road work performed under Project ID 1060-27-76 includes grading to construct a 2,000-foot segment of fill slope south of Interstate 94 in preparation for the ultimate I-94 freeway widening/expansion. Additionally, the fill slope is needed to accommodate utility relocations required for the program to proceed on schedule. The grading limits include along the south side of I-94 (adjacent to the eastbound lanes), between the Menomonee River (westerly limit), and 32nd Street (easterly limit).

The impacted City of Milwaukee facilities that are the subject of this agreement include relocation of 87 linear feet of existing 12-inch water main in the grading area east of N. 35th Street, northwest of W. Canal Street, and adjustment of a water valve box to finished grade.

The estimated cost of municipal engineering review and construction inspection performed by the City of Milwaukee is \$12,720, of which, WisDOT's share is \$11,448 and the Local share is \$1,272.

All relocation work of the 12-inch water main will be performed by WisDOT's contractor as part of Project ID 1060-27-76.

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 1060-28-46
Utility Facility Water
Construction Project ID: 1060-27-76
Project Title: IH 94 East West, Early Grading
Project Limits: Menomonee River To 32nd Street
HWY: IH 94

This agreement covers the municipal engineering design review and construction inspection performed by the City of Milwaukee. The Water facilities impacted by Construction ID 1060-27-76 include relocating a segment of 12-inch water main in the grading area east of N. 35th Street, northwest of W. Canal Street, and adjustment of a water valve box to finished grade.

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	\$6,000.00	\$600.00	\$5,400.00

Construction:

Item	Total Cost	City of Milwaukee Cost (10%)	WisDOT Cost (90%)
Construction Inspection	\$6,720.00	\$672.00	\$6,048.00

Total:	\$12,720.00	\$1,272.00	\$11,448.00
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LOCAL SHARE (10%)	\$1,272.00
WISDOT SHARE (90%)	\$11,448.00

City of Milwaukee

Utility ID 1060-28-46
Utility Facility Water

	Unit	QTY	Unit Price	Total
Labor Costs				
Engineering Design/Review				
1 Engineers for 40 hours	hr	40	\$150.00	\$6,000.00
Subtotal Design:				\$6,000.00

Inspection Services				
1 Material Inspector	hr	8	\$120.00	\$960.00
3 Distribution Workers	hr	12	\$80.00	\$960.00
1 Water Works Inspector for 5 days at 8 hours	hr	40	\$120.00	\$4,800.00
Subtotal Inspection:				\$6,720.00

Grand Total	\$12,720.00
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ESTIMATE OF QUANTITIES
FOR BIDDING

2

FURNISH PIPE AND INSTALL
(DUCTILE IRON PUSH-ON RUBBER GASKET JOINT)
87 FT. 12" WATER MAIN

FOLLOWING IS A LIST OF THE FITTINGS SHOWN ON THIS CONSTRUCTION PLAN THAT WILL BE PROVIDED BY THE CONTRACTOR.

- 4- B12-45
- 1- SL12
- 1- SL12(DP)

ABANDONMENT OF WATER MAINS, VALVES, AND HYDRANTS

- 68 FT. - 12"-1900-L WATER MAIN
- 11 FT. - 12"-2005-DI WATER MAIN

GENERAL NOTES

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MILWAUKEE "WATER MAIN INSTALLATION SPECIFICATIONS", DATED JANUARY 2, 1987. ADDITIONALLY, ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE "MILWAUKEE WATER WORKS SPECIAL PROVISIONS FOR WATER MAIN CONSTRUCTION", WHICH IS ATTACHED AND MADE PART OF THESE WATER MAIN PLANS AND CONTRACT DOCUMENTS.

THE DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS, DATED JANUARY 31, 1992, LATEST REVISION, APPLIES TO THIS CONTRACT AND WILL SUPERSEDE ANY PART OF THE SPECIFICATIONS WHICH DIFFERS THEREFROM.

THE MILWAUKEE WATER WORKS WILL FURNISH WATER MAIN MATERIALS AS INDICATED IN SPECIFICATION SECTION 4.3J. THE CONTRACTOR SHALL FURNISH TEMPORARY TEST CAPS AND PLUGS. THE CONTRACTOR SHALL FURNISH ALL OTHER ITEMS REQUIRED TO COMPLETE THIS PROJECT.

BACKFILL AND BEDDING MATERIAL

THE REQUIREMENTS FOR BACKFILL AND BEDDING MATERIAL SHALL BE AS STATED IN THE "MILWAUKEE WATER WORKS SPECIAL PROVISIONS FOR WATER MAIN CONSTRUCTION".

ELEVATION NOTE

ELEVATIONS SHOWN ON THIS PLAN ARE REFERENCED TO NAVD(88)(2007). TO CONVERT TO CITY OF MILWAUKEE DATUM SUBTRACT 580.29 FROM ELEVATIONS SHOWN.

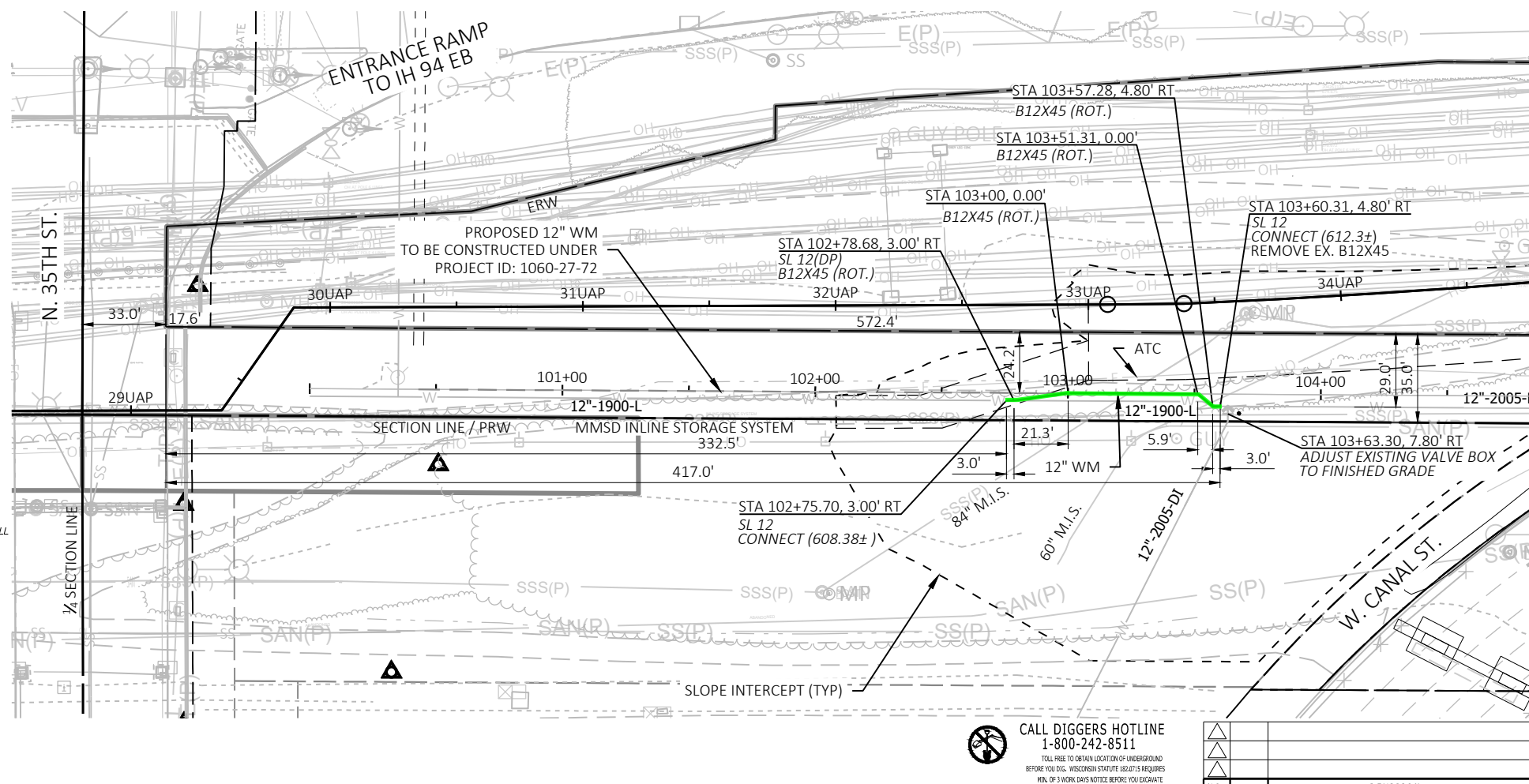
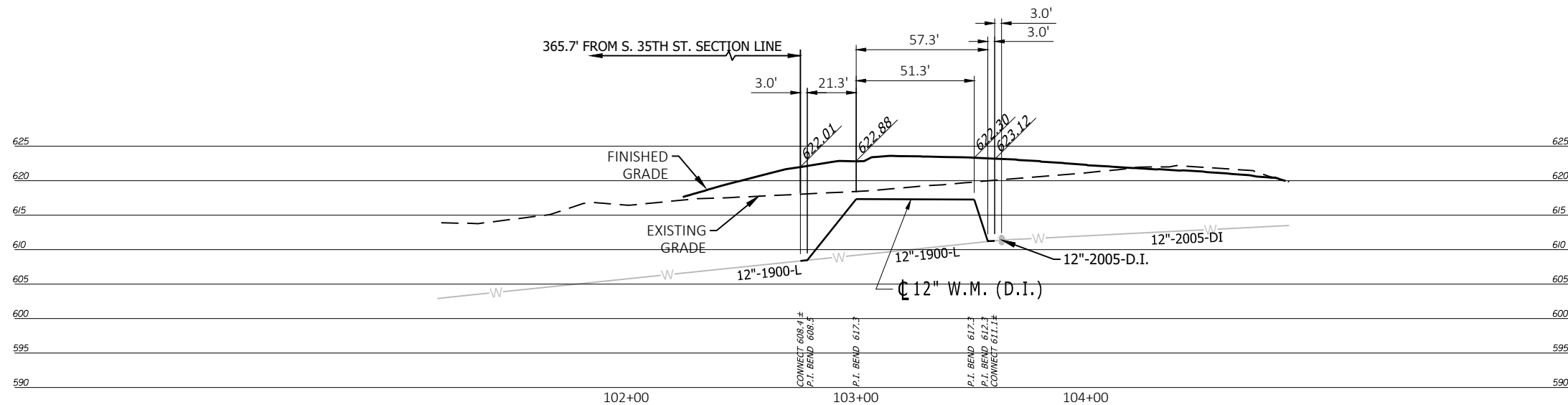
ABANDONMENT OF VALVE BOXES

IN ACCORDANCE WITH SECTION 5.4.5 OF THE CITY OF MILWAUKEE "WATER MAIN INSTALLATION SPECIFICATIONS", WHEN VALVES OR CURB STOPS ARE TO BE ABANDONED, THE CONTRACTOR SHALL REMOVE ONLY THE TOP SECTION OF THE VALVE OR SERVICE BOX AND BACKFILL THE REMAINING HOLE WITH GRAVEL. ALL VALVE AND CURB STOP BOXES ON MAINS ABANDONED AS PART OF THE CONTRACT SHALL BE ABANDONED IN THIS MANNER. THE ABANDONMENT SHALL INCLUDE ALL NECESSARY PAVEMENT OR SOD REPLACEMENT.

JOINT RESTRAINT OPTION

DUCTILE IRON PIPE AND FITTINGS (EXCEPT HYDRANT BRANCHES) MAY BE RESTRAINED USING FIELDLOK OR MJ FIELDLOK RESTRAINT. BUTTRESSING MAY BE REQUIRED IN ADDITION TO THE FIELD LOK RESTRAINT.

SEE "MILWAUKEE WATER WORKS SPECIAL PROVISIONS FOR WATER MAIN CONSTRUCTION" SECTION 26.PE PIPE RESTRAINT & 27.JOINT RESTRAINT (MJ FIELD LOK, FIELD LOK) OF FOR JOINT RESTRAINT REQUIREMENTS.



Station Elevation	
102+75.70, 3.00' RT	32UAP-67.48, 37.86' RT
102+78.68, 3.00' RT	32UAP-70.16, 37.86' RT
103+00.00, 0.00' LT	32UAP-91.61, 35.10' RT
103+51.31, 0.00' LT	33UAP-41.62, 35.90' RT
103+57.28, 4.80' RT	33UAP-47.28, 41.00' RT
103+63.31, 4.80' RT	33UAP-50.28, 41.16' RT
103+63.30, 7.80' RT	33UAP-53.07, 44.32' RT

Milwaukee Water Works Water Engineering
Department of Public Works

WATER MAIN

W. CANAL ST. (ACCESS PATH)

FROM 420' E/O N. 35TH ST.
TO 330' E/O N. 35TH ST.

SCALE HORIZONTAL 1" = 30' VERTICAL 1" = 10'	APPROVED _____ DATE _____
1/4 SEC. NO. 401	MAINS DESIGN ENGINEER _____
PLAN DATE 4/13/26	ENGINEER IN CHARGE _____
DRAWN BY KKC	SPECIAL DEPUTY COMMISSIONER OF PUBLIC WORKS _____
CHECKED BY SBJ	CONTRACT NO. _____ C.C. FILE NO. _____
SURVEY BY OTHER	PROJECT NO. WT410260501 OFFICIAL NOTICE NO. _____ STATE _____ DATE ADOPTED _____

SHEET NO. 1 OF 1 PLAN FILE NO.

PROJECT NO: 1060-27-76

HWY: IH 94

COUNTY: MILWAUKEE

W. CANAL STREET WATER MAIN PLAN

SHEET

E

FILE NAME: LAYOUT NAME - EG_WM

PLOT DATE: 5/6/2026

PLOT BY: _____

PLOT NAME: _____

PLOT SCALE: #####

WISDOT/CADDs_SHEET_42