

CORRESPONDENCE/MEMORANDUM

Bureau of Technical Services

Date: June 6, 2013

To: Jeremy Iwen, Statewide Utilities Engineer  
Utility & Access Unit  
Room 451 HFSTB

Date received at BTS 6/6/2013

FIIPS X

Vendor # 396005532 00

From: DeWayne Johnson, P.E., Southeast Region Director  
(Michael Birschbach, Southeast Region Utility Engineer)

BTS Spreadsheet X TUMS

Re: Zoo Interchange – S. 76<sup>th</sup> St Bridge over I94  
Kearney Street to O'Connor Street .  
I-94  
Milwaukee County

Utility Project I.D.: 1060-43-45  
R/W Project I.D.: 1060-33-24 UA644  
Agreement for Payment  
Construction I.D.: 1060-33-78  
Company: City of Milwaukee- Conduit

Let 8/13/2013

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*  
Region Utility Engineer

6/6/13  
Date

Bureau of Technical Services (BTS)

*Jay Johnson*  
Statewide Utility Engineer

6/11/13  
Date

The following materials relating to the subject project are submitted for processing:

1. The original and one copy of Agreement for Payment for Design in Preparation of the Related Relocation or Replacement of Municipal Utility Facilities (DT1575) Utility Agreement UA644 .
2. Two copies of the SMA and Municipal Agreement Cost Summary. Cost estimate in the amount of \$ 24,437.95 (for engineering and inspection).
3. Two copies of the City of Milwaukee-Conduit Utility Worksheet (DT2236)
4. Two copies of the City of Milwaukee-Conduit Exhibit
5. Two copies of the FTMS plan sheets 84<sup>th</sup> Street at I-94 EB off ramp, O'Connor Street from S. 83<sup>rd</sup> to S. 80<sup>th</sup>, W. Kearney Street from S. 79<sup>th</sup> to S. 76<sup>th</sup>.
6. Two copies of the roadway plan and profile sheet S.76<sup>th</sup> Street Sta 20TL to Sta 24TL.
7. Two copies of the B-40-892 Structure plan Sheet 1.
8. Two copies of Traditional Project Plat 1060-33-24 sheet 4.20 and 4.23.

**APPROVED**  
**SEND UTILITY COPY OF AGREEMENT**  
**AND AUTHORIZATION TO BEGIN WORK**

What Agreement for Payment (USH 45 1060-43-45) covers:

(SEE ATTACHED) I concur with this agreement  
*Norman Pawelczyk* 6-11-13

June 6, 2013

**ZOO IC – S.76<sup>TH</sup> ST BRIDGE OVER I94  
UTILITY ID 1060-43-45  
CONSTRUCTION ID 1060-33-78  
MUNICIPAL AGREEMENT  
CITY OF MILWAUKEE - CONDUIT**

**What The Agreement Covers:**

This agreement covers the compensable (90% / 10%) engineering and inspection work associated with the City of Milwaukee - Conduit facilities impacted by the proposed construction of the Zoo IC – S.76<sup>th</sup> St Bridge Over I94.

Work performed under construction project 1060-33-78 includes the reconstruction of 76<sup>th</sup> Street Bridge over IH 94 and portions of Kearney Street, O'Connor Street, and 84<sup>th</sup> Street and a system ramp for IH 894/US 45 over Schlinger Avenue.

The construction work associated with this agreement will be performed during Construction Project 1060-33-78. The total estimated cost of the engineering and inspection work is \$27,153.28 of which the State's share is \$24,437.95 and the City's share is \$2,715.33. Payment will be made under a municipal agreement. The work includes the engineering and inspection of City of Milwaukee - Conduit facilities.

The adjustment, reconstruction, and relocation of City conduit facilities will be performed by the DOT contractor as part of Construction Project 1060-33-78. The construction work includes the relocation and reconstruction of sanitary sewer which is in conflict with the construction of a large triple cell box culvert crossing 84<sup>th</sup> Street and 76<sup>th</sup> Street Bridge reconstruction. The proposed work is located on Bluemound Road, 84<sup>th</sup> Street, 76<sup>th</sup> Street, O'Connor Street, and Kearney Street.

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.

**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 6/2008 s.84.295(4m) Wis. Stats.

Municipal Utility Name City of Milwaukee - Conduit
Project Description – Include Project ID, Title, Limits, Highway, County Zoo IC – S. 76th St Bridge over I94 Kearney Street to O'Connor Street Milwaukee County, Wisconsin Design Project ID 1060-33-07 Construction Project ID 1060-33-78

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.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employe 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 employes 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.

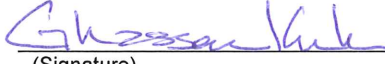
In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

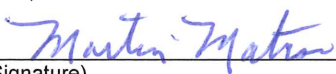
7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

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

Wisconsin Department of Transportation

  
 (Contract Manager) 7/9/13  
 (Date)  
SCOTT WALKER  
 (Governor of Wisconsin) 7/11/13  
 (Date)

City of Milwaukee - Conduit  
 (Municipal Utility)  
 5/31/13  
 (Signature) (Date)

Commissioner of Public Works  
 (Title)  
 5/31/13  
 (Signature) (Date)

Comptroller  
 (Title) Deu  
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 (Signature) (Date)  
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 (Title)

## SMA & MUNICIPAL AGREEMENT COST SUMMARY

### City of Milwaukee Conduit Relocations

Date: 4/12/2013  
 Zoo IC – S. 76<sup>th</sup> St Bridge over I94  
 Kearney St to O'Connor St  
 76<sup>th</sup> Street  
 Milwaukee County

Municipal Agreement / Utility ID: 1060-43-45  
 SMA / Construction ID: 1060-33-07/78  
 R/W ID: 1060-33-24

<u>Bid Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Conduit Special 4-Inch	LF	3,240	\$55.00	\$178,200.00
Installing Conduit into Existing Manhole	Each	5	\$550.00	\$2,750.00
4' Diameter Manhole Type TES	Each	5	\$3,850.00	\$19,250.00
4' Diameter "Doghouse" Manhole Type TES	Each	1	\$4,950.00	\$4,950.00
Four 4-Inch Concrete-Encased Conduit	LF	2,016	\$66.00	\$133,056.00
Sawing Concrete-encased Duct Package	LS	1	\$550.00	\$550.00
Sealing Abandoned Conduits inside Manhole	LS	2	\$330.00	\$660.00
Subtotal				\$339,416.00
Engineering & Inspection (\$339,416.00 x 0.08)				= \$27,153.28
Total Cost				\$366,569.28

DT1575 Municipal Agreement (1060-43-45) Total	=	<b>\$27,153.28</b>
State Share (90%)	=	\$24,437.95
Local Share (10%)	=	\$2,715.33
SMA - State Municipal Agreement (1060-33-07/78) Total	=	<b>\$339,416.00</b>
State Share (90%)	=	\$305,474.40
Local Share (10%)	=	\$33,941.60

**RECOMMENDATION TO GOVERNOR  
FOR CONTRACT AND BOND APPROVAL**

Wisconsin Department of Transportation

DT25 2/2005

Let Proposal Number

Project ID(s) 1060-43-45	Organization - Division Transportation System Development	Bureau Bureau of Project Development
	Originator Name Randy Knoche (608) 266-1824	Title Contract Manager
	Contract Amount \$ 27,153.28	WisDOT Confidential Estimate \$ N/A

Contract With City of Milwaukee - Conduit of	Contract Type <input type="checkbox"/> Let Construction <input type="checkbox"/> LFA (State) <input type="checkbox"/> LFA (Local) <input type="checkbox"/> Razing <input type="checkbox"/> Emergency Construction <input type="checkbox"/> Traffic Mitigation <input type="checkbox"/> Local Construction <input type="checkbox"/> Construction Eng <input type="checkbox"/> Design Eng <input type="checkbox"/> Survey <input type="checkbox"/> Bridge Design <input type="checkbox"/> Environmental <input type="checkbox"/> Railroads   Other: Utility Relocation
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Project Description/Location  
Zoo Interchange - S. 76<sup>th</sup> Bridge  
Kearney St. - O'Connor St  
IH 94  
Milwaukee County

Date Let N/A	Date Awarded N/A	<input type="checkbox"/> Bond Required	<input checked="" type="checkbox"/> Bond Not Required
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Project Requested By or Purpose  
Relocation of municipal utility facilities in accordance with Statute 84.295(4m) which requires the State to pay 90% of municipally owned utility facility relocation costs on designated Freeway projects.

Work Consists of  
Adjustment and replacement of City of Milwaukee's conduit facilities and their appurtenances located in the public right of way on IH 94 in order to accommodate the reconstruction of the east leg of the freeway expansion associated with the 76<sup>th</sup> Street Bridge over IH 94 of the Zoo Interchange.

Consequences - If Not Approved  
Delay the improvement of the east leg of the freeway expansion associated with the 76th Street Bridge over IH 94 of the Zoo Interchange.

**PROJECT FUNDING PERCENTAGES**

STATE I.D.	STATE FUNDS	FEDERAL FUNDS	LOCAL FUNDS	OTHER
1060-43-45	90% (\$24,437.95)		10% (\$2,715.33)	

**Contract Authority**

I certify that this contract is financially and programmatically consistent with the approved annual operating budget or facilities program. I further certify that this request for Governor's approval meets all applicable state and federal statutes, rules, regulations, and guidelines. This certification is based upon a thorough and complete analysis of this request.

Forward to Department Secretary X *Mary Frankona* (Contract Authority) 6/18/13 (Date)

Forward to Office of the Governor X *Mike Gotto* (Department Secretary / Deputy Secretary) 6-20-13 (Date)

Return to Contract Authority X *[Signature]* (Governor - Approval and Authorization) 7/11/13 (Date)