

CORRESPONDENCE MEMORANDUM

Wisconsin Department of Transportation

Date: February 16, 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: 1060-38-46
R/W Project ID: 1060-33-24 UA #644
City of Milwaukee

Date received at BTS 2/17/2014
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

2/17/14
Date

Bureau of Technical Services (BTS)

Wendell Hall
Statewide Utility Projects Coordinator

March 31, 2014
Date

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

What this agreement covers

Release of Rights not required.

The original of the DT1575-Municipal in the amount of **\$13,094.64**.

One copy of City of Milwaukee's plans and estimates, including a summary worksheet showing the major cost areas and total cost.

(Forward 45)

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.

APPROVED
SEND UTILITY COPY OF AGREEMENT
AND AUTHORIZATION TO BEGIN WORK

CONDUIT - This agreement covers the compensable (90% State / 10% Local) engineering and inspection work associated with City of Milwaukee Conduit. The work covered by this agreement consists of engineering and inspection to be performed by City staff prior to and during the construction project. The total estimated cost of the engineering and inspection work is \$14,549.60, of which the States share is \$13,094.64 and the City's share is \$1,454.96. Conduit work being performed in-contract includes the reconstruction of City conduit impacted by the demolition of the Bluemound Road structure over USH 45, relocation of City conduit in OConnor Street between 83rd and 84th Streets, reconstruction of City conduit impacted by new storm sewers in 84th Street, and the removal of existing manholes due to the abandonment of City conduits along 92nd and Adler Streets.

Credits applied to this utility agreement number and amount of credit:

<input type="checkbox"/> Used Life	\$0.00	<input type="checkbox"/> Salvage	\$0.00
<input type="checkbox"/> Betterment	\$0.00	<input type="checkbox"/> Plant Loss	\$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.

DT 2236

City of Milwaukee Resolution

Municipal Agreement Cost Summary Dtd 2/13/14 - For Informational Purposes only

I concur with this agreement *Norm Pavelyn 3-31-14*

February 5, 2014

**ZOO IC – ZOO INTERCHANGE PHASE 1
UTILITY ID 1060-38-46
CONSTRUCTION ID 1060-33-80
MUNICIPAL AGREEMENT
CITY OF MILWAUKEE - CONDUIT**

What The Agreement Covers:

This agreement covers the compensable (90% State / 10% Local) engineering and inspection work associated with City of Milwaukee - Conduit facilities impacted by the proposed construction of the 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. 70th Street, portions of IH 894 and USH 45 between W. Washington Street and Watertown Plank Road, structures over the freeway at Bluemound Road and 92nd Street, and local road reconstruction at S. 84th Street, O'Connor Street, Adler Street, Chester Street, Bluemound Road, N. 95th Street and N. 97th Street.

Adjustment, reconstruction and relocation of City conduit facilities associated with this agreement will be performed as part of WisDOT Project 1060-33-80. The work covered by this agreement consists of engineering and inspection to be performed by City staff prior to and during the construction project. The total estimated cost of the engineering and inspection work is \$14,549.60, of which the State's share is \$13,094.64 and the City's share is \$1,454.96. Payment will be made under a municipal agreement.

Conduit work being performed in-contract includes the reconstruction of City conduit impacted by the demolition of the Bluemound Road structure over USH 45, relocation of City conduit in O'Connor Street between 83rd and 84th Streets, reconstruction of City conduit impacted by new storm sewers in 84th Street, and the removal of existing manholes due to the abandonment of City conduits along 92nd and Adler Streets.

The workplan for 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 7/2013 s.84.295(4m) Wis. Stats.

Municipal Utility Owner City of Milwaukee - Conduit	
Project Description – Include Title: Zoo IC – Zoo Interchange Phase 1 Limits: Zoo Interchange Highway: USH 45 County: Milwaukee County	Project ID(s) Design: 1060-33-07 Construction: 1060-33-80 Right of Way: 1060-33-24 & 1060-33-25 UA No.: 644 Utility: 1060-38-46

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.

MUNICIPAL AGREEMENT COST SUMMARY

City of Milwaukee Conduit Relocations

Date: 10/24/2013

Zoo IC – Zoo Interchange Phase 1

Zoo Interchange

USH 45

Milwaukee County

Municipal Agreement / Utility ID: 1060-38-46

R/W ID: 1060-33-24

W. Bluemound Road

<u>Bid Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Installing Conduit into Existing Manhole	Each	1	\$550.00	\$ 550.00
Remove Manhole	Each	1	\$900.00	\$ 900.00
Three 4-Inch Concrete-Encased Conduit	LF	303	\$60.00	\$ 18,180.00
Underdeck Utility Structure	LS	1	\$70,000.00	\$ 70,000.00
4' Diameter Manhole Type TES	Each	1	\$3,850.00	\$ 3,850.00
Adjust Existing Manholes	Each	4	\$500.00	\$ 2,000.00
Sawing Concrete-Encased Duct Package	LS	1	\$550.00	\$ 550.00
Subtotal				\$ 96,030.00

S. 84th Street

<u>Bid Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Installing Conduit into Existing Manhole	Each	1	\$ 550.00	\$ 550.00
4' Diameter Manhole Type TES	Each	2	\$ 3,850.00	\$ 7,700.00
Remove Manhole	Each	6	\$900.00	\$ 5,400.00
Adjust Existing Manholes	Each	4	\$500.00	\$ 2,000.00
Eight 4-Inch Concrete-Encased Conduit	LF	120	\$75.00	\$ 9,000.00
Four 4-Inch Concrete-Encased Conduit	LF	592	\$60.00	\$ 35,520.00
Two 4-Inch Concrete-Encased Conduit	LF	115	\$40.00	\$ 4,600.00
Sawing Concrete-Encased Duct Package	LS	1	\$1,100.00	\$ 1,100.00
Sealing Abandoned Conduits inside Manhole	LS	1	\$330.00	\$ 330.00
Subtotal				\$ 66,200.00

S. 92nd Street

<u>Bid Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Remove Manhole	Each	3	\$900.00	\$ 2,700.00
Sealing Abandoned Conduits inside Manhole	LS	1	\$330.00	\$ 330.00
Subtotal				\$ 3,030.00

W. Adler Street

<u>Bid Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Installing Conduit into Existing Manhole	Each	1	\$ 550.00	\$ 550.00
Two 4-Inch Concrete-Encased Conduit	LF	100	\$40.00	\$ 4,000.00
Adjust Existing Manholes	Each	3	\$500.00	\$ 1,500.00
Remove Manhole	Each	11	\$900.00	\$ 9,900.00
Sealing Abandoned Conduits inside Manhole	LS	2	\$330.00	\$ 660.00
Subtotal				\$ 16,610.00

Total Cost (SMA Cost/In Contract) \$181,870.00

Engineering & Inspection (\$181,870.00 x 0.08) = \$ 14,549.60

DT1575 Municipal Agreement (1060-38-46) Total = **\$ 14,549.60**

State Share (90%) = \$ 13,094.64

Local Share (10%) = \$ 1,454.96

RECOMMENDATION TO GOVERNOR FOR CONTRACT AND BOND APPROVAL

Wisconsin Department of Transportation

DT25 2/2005

Let Proposal Number

Project ID(s) 1060-38-46	Organization - Division	Bureau
	Transportation System Development	Bureau of Project Development
	Originator Name	Title
	Randy Knoche (608) 266-1824	Contract Manager
Contract Amount		WisDOT Confidential Estimate
\$ 14,549.60		\$ 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

Project Description/Location
Zoo IC, Zoo IC Phase 1
Lincoln - Bluemound
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 communication cable 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 IH 94 freeway expansion that is associated with the Zoo Interchange.

Consequences - If Not Approved

Delay the improvement of the east leg of the IH 94 freeway expansion that is associated with the Zoo Interchange.

PROJECT FUNDING PERCENTAGES

STATE I.D.	STATE FUNDS	FEDERAL FUNDS	LOCAL FUNDS	OTHER
1060-38-46	90% (\$13,094.64)		10% (\$1,454.96)	

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  (Contract Authority) 4/4/14 (Date)

Forward to Office of the Governor X  (Department Secretary / Deputy Secretary) 4-7-14 (Date)

Return to Contract Authority X  (Governor - Approval and Authorization) 4/17/14 (Date)