

**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.: 621 Utility: 1060-27-48
Facility Type: Sewer	

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**

City of Milwaukee

(Municipal Utility Name)

(Contract Manager)

(Date)

(Authorized Signature)

(Date)

(Print Name)

(Title)

**OFFICE OF THE GOVERNOR**

(Print Name)

(Governor of Wisconsin)

(Date)

(Authorized Signature)

(Date)

(Print Name)

(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 - SEWER  
MUNICIPAL UTILITY AGREEMENT  
UTILITY ID 1060-27-48  
UA No 621**

**What The Agreement Covers:**

This agreement covers the compensable (90% State / 10% Local cost share per ss.84.295) relocations, adjustments, construction management and inspection, and municipal design and engineering costs associated with the relocation of existing City of Milwaukee sanitary sewer facilities impacted by the proposed construction of Project 1060-27-71.

Road work performed under Project 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 is an existing 8-inch sewer main in N Hawley Road and adjustment of sanitary manholes located throughout the project.

The total estimated cost of relocations, inspection and municipal engineering is \$ 264,000 of which WisDOT's share is \$ 237,600 and the Local share is \$ 26,400.

The relocation work related to this agreement will be performed by City of Milwaukee prior to construction of Project 1060-27-71. Adjustment of sanitary manholes will be performed by WisDOT's contractor as part of the project.

The impacts to City of Milwaukee facilities covered by this agreement have been reviewed by consultant and 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 1060-27-48  
Utility Facility Sewer  
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** This agreement covers the municipal design and engineering costs associated with the relocation of an existing sanitary sewer facilities performed by the City of Milwaukee prior to construction. The agreement also covers City of Milwaukee inspection of sewer manhole adjustment performed by WisDOT's contractor.

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

<b>Design Costs:</b>			
Item	Total Cost	City of Milwaukee Cost (10%)	WisDOT Cost (90%)
Engineering Design/Review	\$24,000.00	\$2,400.00	\$21,600.00
<hr/>			
<b>Construction and Inspection:</b>			
Item	Total Cost	City of Milwaukee Cost (10%)	WisDOT Cost (90%)
Construction Costs:	\$200,000.00	\$20,000.00	\$180,000.00
<hr/>			
Construction Inspection:	\$40,000.00	\$4,000.00	\$36,000.00
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Total:	\$264,000.00	\$26,400.00	\$237,600.00
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LOCAL SHARE (10%)	\$26,400.00		
WISDOT SHARE (90%)	\$237,600.00		

## City of Milwaukee

**Utility ID 1060-27-48**  
**Utility Facility Sewer**

		Unit	QTY	Unit Price	Total
<b>Labor Costs</b>					
	Engineering Design/Review				
	2-Engineers for 80 hours	hr	160	\$150.00	\$24,000.00
Subtotal Design:					\$24,000.00

	Inspection Services				
	Relocation: 1-inspector for 80 days	day	80	\$425.00	\$34,000.00
	WsDOT Contract Inspection: 1-inspector for 80 days	day	40	\$150.00	\$6,000.00
Subtotal Inspection:					\$40,000.00

<b>Grand Total</b>	<b>\$64,000.00</b>
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Program NO. \_\_\_\_\_

In: W. Fairview Ave.

Fr: 170' SE of N. 59th St.

To: 175' SW of N. 60th St.

Date 12/3/2024

Ald. Dist 10

Invest By GA

Chc'd By \_\_\_\_\_ MD

Plat Page 404C, 405D

System #	1503, 1504
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## Requirements

Exam	
R.O.W	
Ease.	
License	
ST/CO Prmt	

### Paving Information

Program # 1060-27-71  
 Year 2025  
 Letter No. \_\_\_\_\_  
 Pav. Type Concrete Reconstruct

### Funding Information

I/I		Racm	
R & R	x	TID	
Devel.		CDA	
Deposit		BID	
L.B.			

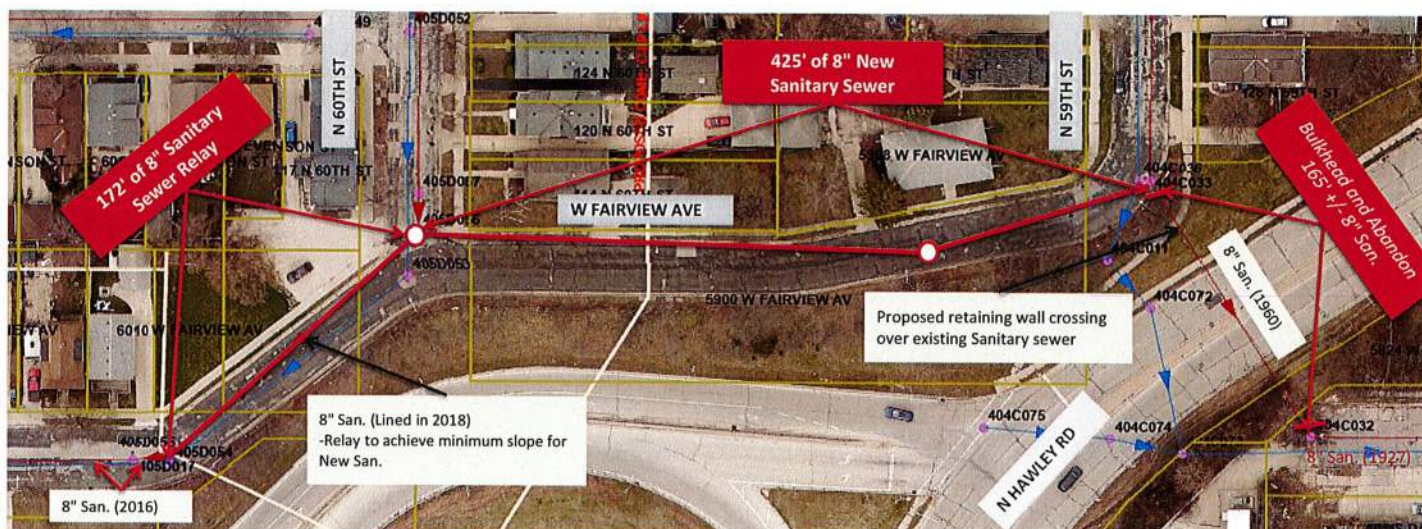
I.D. NO.

FR:

TO:

1/4 SEC	404, 405
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Scale	NTS
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Existing Paving Information:

3" Bituminous Concrete over 9" Concrete Base (1961)

Exam #	Date	Good	Fair	Poor	Reasons For Project	Remarks:
					<input checked="" type="checkbox"/> On. Pav Prog.	Re-route sanitary sewer due to proposed retaining wall to be built over the existing sanitary sewer in N. Hawley Rd.
					<input type="checkbox"/> Structural	
					<input type="checkbox"/> Hydraulics	
					<input type="checkbox"/> Sealing	State paving project in I-94 East-West (West Leg) -
					<input checked="" type="checkbox"/> Relocation	S 70th St to Zablocki Dr.
					<input type="checkbox"/> Service	
					<input type="checkbox"/> Drainage	
Lead Laterals	N		#	0	Backwater at:	

Quantity	Unit	Item	Unit Price	Amount		
597	L.F.	8-inch Sanitary, Class "C" Bedding	\$235	\$140,295	Sewer Cost Estimate	
2	Each	4'-0" Dia. Sanitary Manhole w/ Internal Seal	\$3,500	\$7,000		Contract
1	L.S.	Barricading & Erosion Control	\$3,310	\$3,310		\$185,000
330	Each	Pavement Restoration	\$85	\$28,050	Eng + 8%	\$15,000
1	L.S.	Bulkhead and Abandon 165'+/- Sanitary Sewer	\$3,000	\$3,000		
669	L.F.	Sewer Exams by CCTV - Post Construction	\$5	\$3,345	Total Cost	\$200,000
					Assessable	
					Non Asbl	\$200,000
Working Days		30	Contract Cost \$			
						\$185,000

Approved

Engineer In Charge

Date \_\_\_\_\_

# UTILITY WORKSHEET

DT2236 6/2009 s.84.063 Wis. Stats.

Wisconsin Department of Transportation

Utility Company Name City of Milwaukee-Sewer	<b>PLEASE RETURN THIS WORKSHEET BY</b> 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	<b>RETURN TO</b> 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.

Crossing Hawley Road at approximately Station 67HWS+55 (reference page 421 of 1078 REV1), the City plans to relocate the existing sanitary sewer located under the proposed retaining wall (Structure R-40-762) in Hawley Road. The proposed sewer relocation includes bulkheading and abandoning the existing sanitary sewer and re-routing it to the existing sanitary sewer system at N 60th Street & W Fairview Street as shown on the map attached.

Plans for this sewer work will be prepared and contracted out by the City. Bid items and specifications will be part of the contract that the City will bid out. The existing sanitary sewer will be bulkhead and abandoned by the sewer construction contractor that the City awards the contract to. The roadway contractor is not expected to perform any task related to the sanitary sewer.

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.

Storm manholes within the project limits are to be adjusted if necessary and counted as 100% participating items and sanitary manholes within the project limits are to be adjusted and counted as 90% State / 10% Local participating items. Any adjusted sanitary manholes are to be fitted with internal manhole seals per the attached drainage detail sheet.

3.	Anticipated Start Date Fall 2025
4.	Estimated construction time required (In <b>working</b> days) 30

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

MMSD & DNR Approvals: 6 weeks

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.

None

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.**

Yes

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

No, this work is not dependent on other utilities.

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

Zafar Yousuf

Address

841 N. Broadway

City, State, ZIP Code

Milwaukee, WI 53202

Area Code - Telephone Number

(414) 286-2467

Area Code - Telephone Number (Mobile)

E-mail Address

zyousu@milwaukee.gov

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) 286-503

Preparer E-Mail Address  
madakw@milwaukee.gov

*Mahmoud Dakwar*

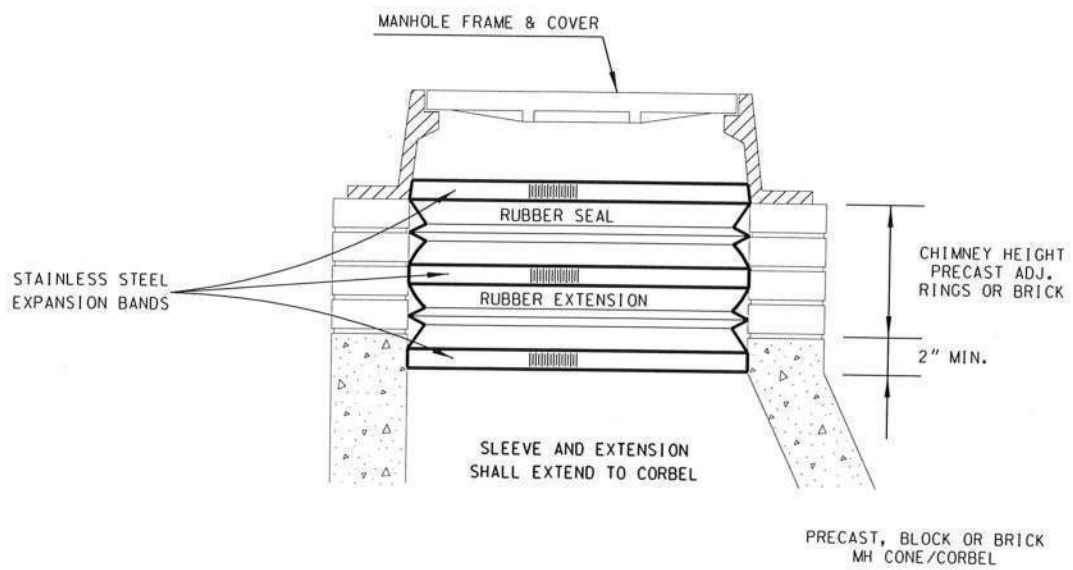
(Name of Person Who Prepared this Worksheet)  
(If completed electronically, Brush Script Font)

3/17/2025

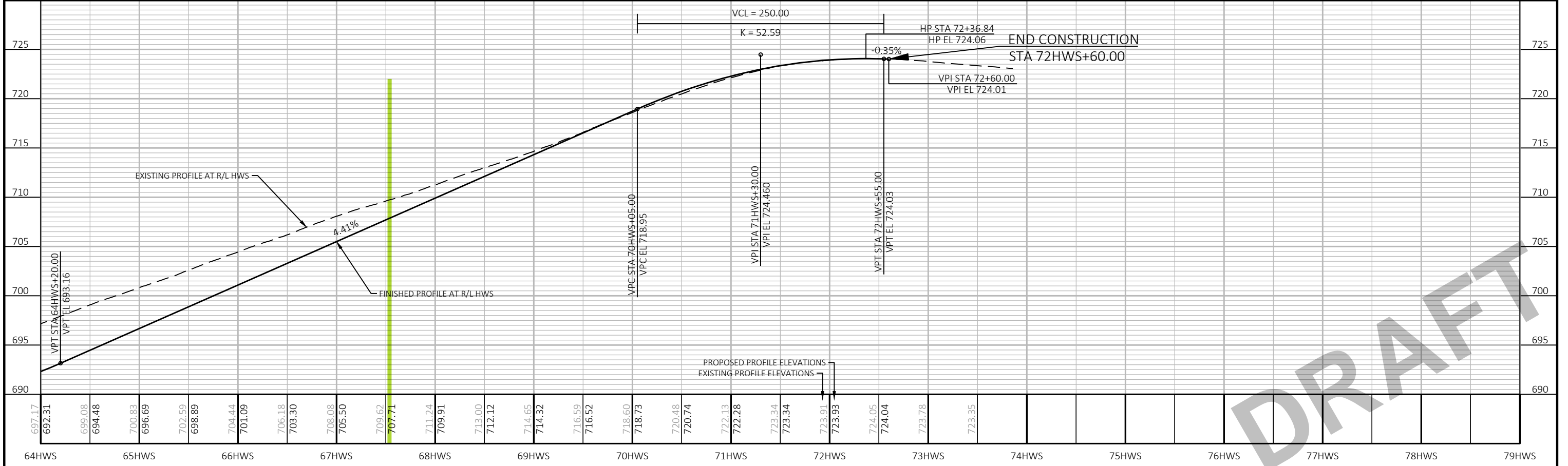
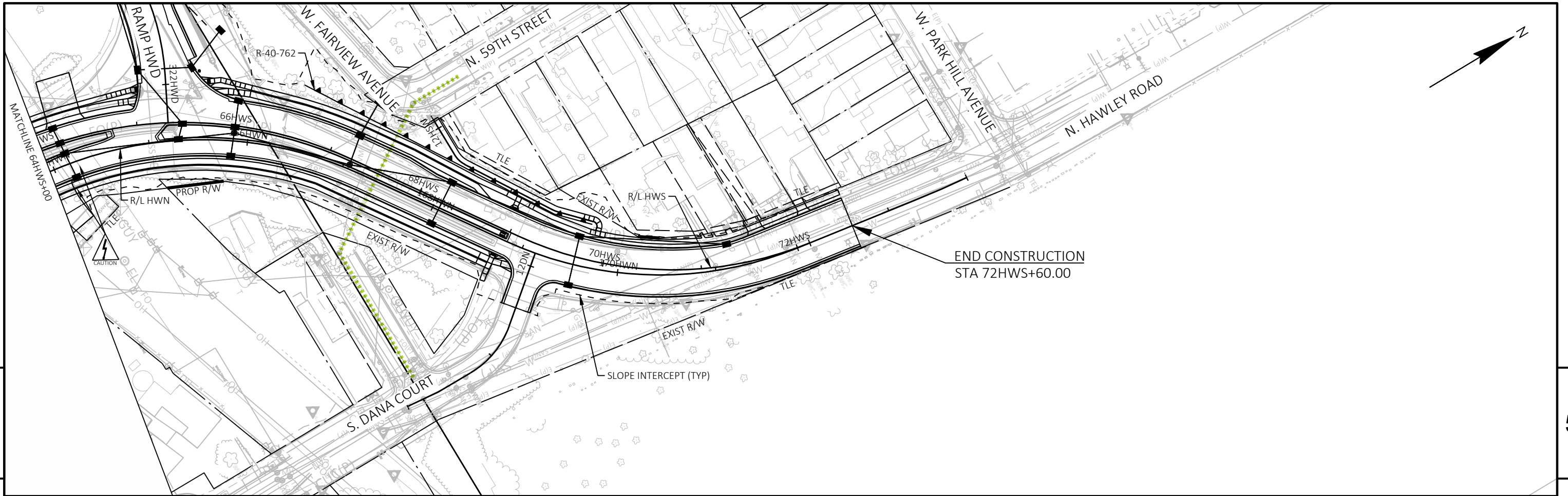
(Date)

**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.**





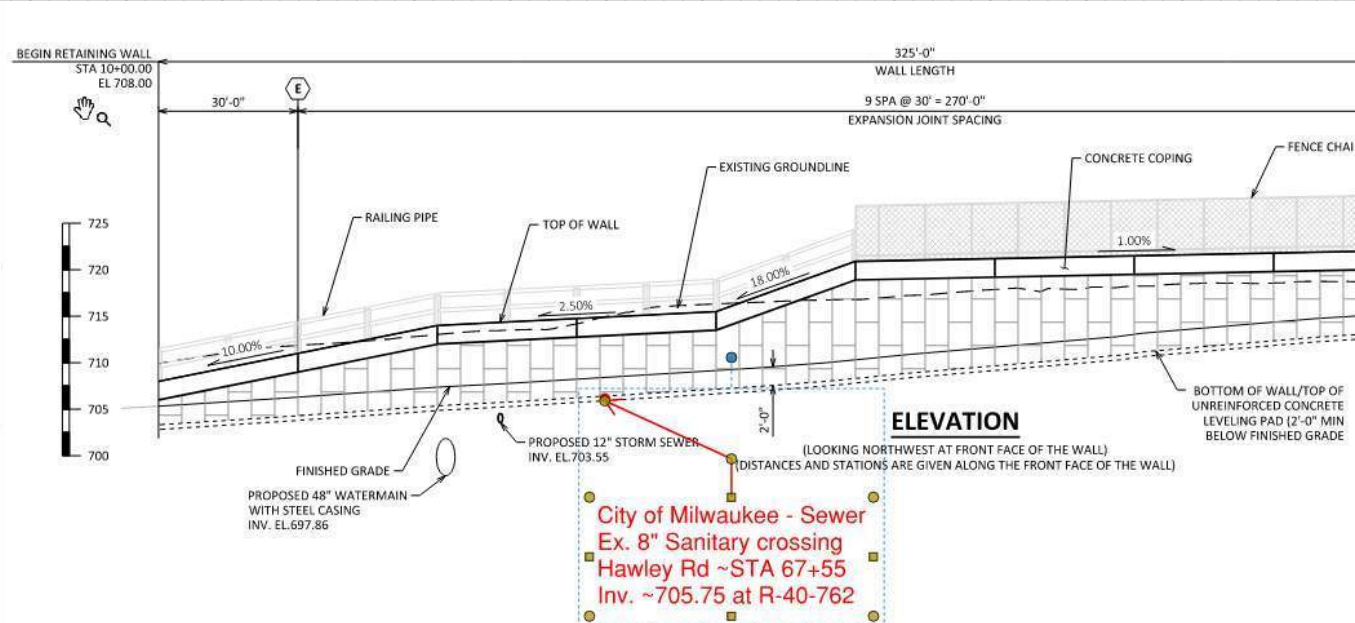
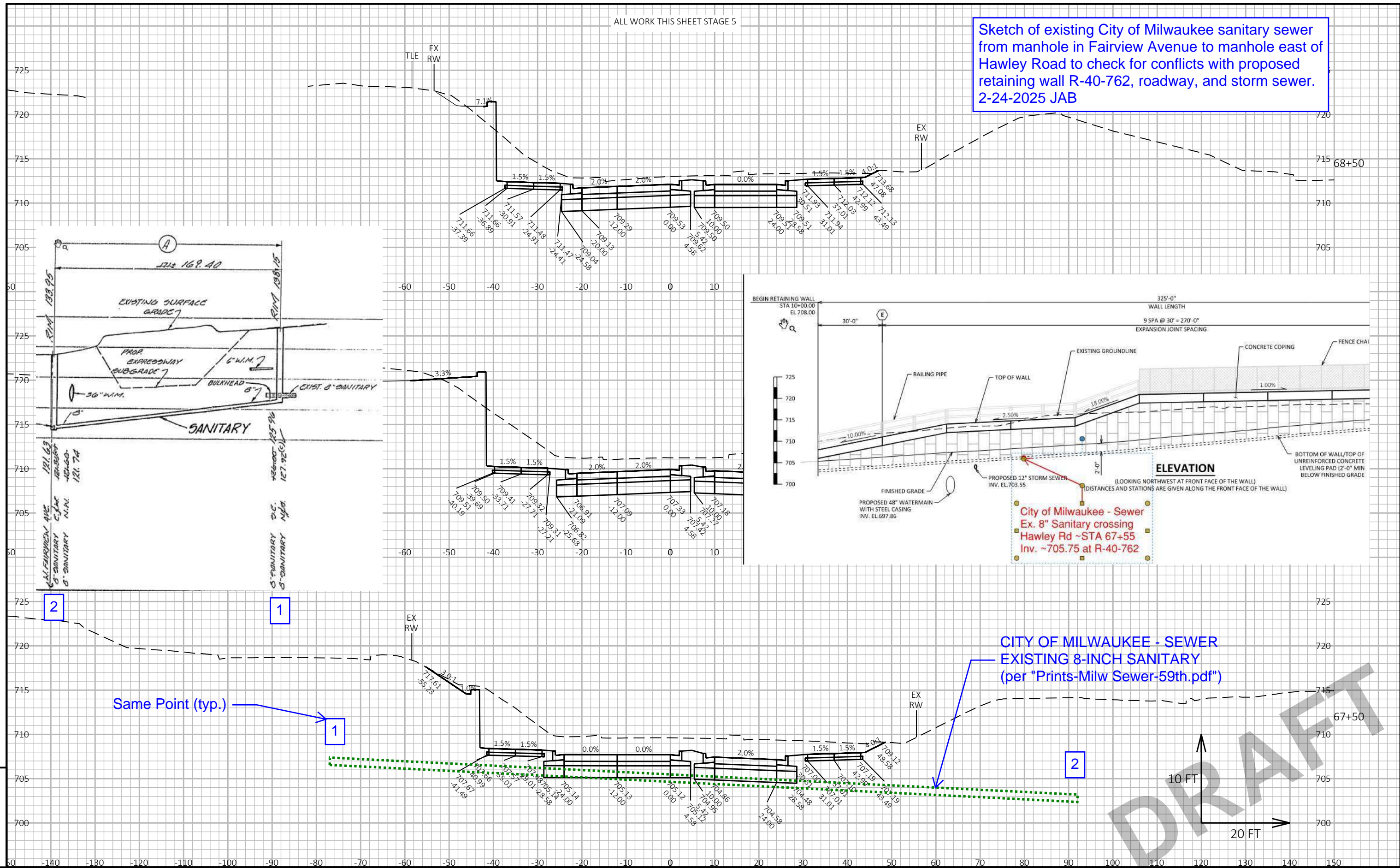
### INTERNAL SANITARY MANHOLE SEAL



PROJECT NO:	1060-27-71	HWY:	IH 94	COUNTY:	MILWAUKEE	PLAN AND PROFILE:	HAWLEY ROAD SOUTHBOUND	SHEET	PRE_1027	E
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ALL WORK THIS SHEET STAGE 5

Sketch of existing City of Milwaukee sanitary sewer from manhole in Fairview Avenue to manhole east of Hawley Road to check for conflicts with proposed retaining wall R-40-762, roadway, and storm sewer.  
2-24-2025 JAB



CITY OF MILWAUKEE - SEWER  
EXISTING 8-INCH SANITARY  
(per "Prints-Milw Sewer-59th.pdf")

Same Point (typ.)