

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 98 (Replaces ED871) s.84.295(4m) Wis. Stats

Municipal Utility Name
City of Milwaukee - Department of Public Works - Milwaukee Water Works (Water)
Project Description
Marquette Interchange Reconstruction / 1060-05-78 - West Clybourn Street (N. 17th St. to N. 9th St.)

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 of 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 for all existing material replaced by new material. 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 District 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 District 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 (4 copies) 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.

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
Division of Transportation Infrastructure Development

X _____
(Administrator) (Date)

X _____
(Governor of Wisconsin) (Date)

(Municipal Utility)

X _____ (Date)
(Signature) (Date)

(Title)

X _____ (Date)
(Signature) (Date)

(Title)

X _____ (Date)
(Signature) (Date)

(Title)

**AUDIT AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN
LANDS ACQUIRED FROM PUBLIC UTILITY**

DT1541 98 (Replaces ED1020)

Wisconsin Department of Transportation

This Agreement is made and entered into by and between the State of Wisconsin by its Department of Transportation, Division of Transportation Infrastructure Development hereinafter designated as the "DEPARTMENT," and City of Milwaukee - Department of Public Works - Milwaukee Water Works, a public utility company hereinafter designated as the "CITY," for the payment for certain lands or interests in lands acquired by the State of Wisconsin from the CITY in connection with a Wisconsin transportation improvement designated:

Project and Parcel:	Project Utility I.D. 1060-06-41	Parcel 300
	Marquette Interchange	
	Construction Project I.D. 1060-05-78	
	West Clybourn Street (N. 17th Street to N. 9th Street)	
	City of Milwaukee	
	Milwaukee County	

Said parcel is included in the DEPARTMENT's Order and map filed with the County Highway Committee and County Clerk as required by Section 84.09(1), Wisconsin Statutes.

WITNESSETH: For and in consideration of the conveyance by separate instrument to the State of Wisconsin of certain lands or interests or rights in said lands in which the CITY holds a real property interest, the DEPARTMENT will pay to the CITY an amount equal to the net cost incurred by the CITY for the actual removal, relocation, alteration, or other rearrangement of the CITY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of CITY facility.

The work covered by the Agreement is set forth in the Exhibit hereto attached and made a part hereof. The Exhibit consists of a statement of the work and a proposed schedule for its accomplishment and coordination if necessary with the companion transportation work, an estimate of costs, plans and special provisions, if any.

The work shall be performed under normal CITY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the CITY 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, however, that:

1. All salvage shall be credited to the project in the manner prescribed under the CITY's accounting procedure for work undertaken at the expense and volition of the CITY. When recovered materials are to be disposed of by sale or as scrap, the CITY shall either have filed with the DEPARTMENT an acceptable statement outlining the CITY'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 for all existing material replaced by new material. 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 CITY has received written notice from the DEPARTMENT to proceed with the work. The CITY shall give prior notice to the appropriate District Transportation Office of the DEPARTMENT 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 an extra work order. It is expressly understood and agreed that any work by the CITY prior to authorization by the DEPARTMENT shall be at the CITY's sole expense.

The CITY 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 CITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the DEPARTMENT's prior approval.

The CITY 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 utility subcontractor if the work is performed in that manner.

4. Upon Completion of the work contemplated under this Agreement, the CITY will submit invoices (4 copies) 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 CITY custodian of such records.

The CITY 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 deletion or correction thereof. 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 rights or interests in the lands conveyed, including all damages, costs and expenses incurred by the CITY and arising from or necessitated by the said conveyance.

5. In connection with the performance of work under this contract, the CITY 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.51.0(5) Wisconsin Statutes, sexual orientation as defined 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 CITY further agrees to take affirmative action to ensure equal employment opportunities. The CITY 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 CITY 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 herein, 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 Section 84.08(2), or 86.16, Wisconsin Statutes. No CITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. It is further agreed that any legal action taken by the CITY because of dispute arising through this transaction shall be monetary considerations only, and shall not be for the revocation of the conveyance for the lands or rights or interests therein.
8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the CITY and the DEPARTMENT.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their proper officers and representatives on the year and the day below written.

**WISCONSIN DEPARTMENT OF
DIVISION OF TRANSPORTATION**

(Administrator)

(Date)

(CITY)

(Signature)

(Title)

(Signature) (Date)

(Title)

Document Number
CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
 Exempt from fee s.77.25(2r) Wis. Stats.
 DT1660 9/2002 (Replaces ED660) s.84.09(1) Wis. Stats.
 City of Milwaukee -- Department of Public Works -- Milwaukee Water Works (Water)

GRANTOR, for and in consideration of the sum of (\$ 1.00) grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future underground water lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the water lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

N/A

Legal Description

That part of the Northeast ¼ and the Northwest ¼ of the Southwest ¼ of Section 29; together with the Northeast ¼ and the Northwest ¼ of the Southeast ¼ of Section 30; all lying in Town 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

The undersigned certify that this instrument is executed pursuant to a resolution of the Common Council of GRANTOR.

Acknowledgment

 (GRANTOR Name)

 (Signature)

 (Title)

 (Print Name)

 (Signature)

 (Title)

 (Print Name)

 (Date)
 State of _____)
)ss.
 _____ County)
 On the above date, this instrument was acknowledged before me by the named person(s).

 (Signature, Notary Public)

 (Print or Type Name, Notary Public)

 (Date Commission Expires)

This space is reserved for recording data

Return to

Kevin Cornell, PE, PS
 Milwaukee Transportation Partners
 422 W. St. Paul Ave.
 Milwaukee, WI 53202

Parcel Identification Number/Tax Key Number
 Parcel 300 (West Clybourn Street / 1060-05-78)