CORRESPONDENCE MEMORANDUM

Wisconsin Department of Transportation

Date: February 24, 2014

To: Warren La Duke
4802 Sheboygan Ave, Room 451
Madison, WI 53707-7965

From: Michael Birschbach PE
Southeast Region
Utility Engineer

Date received at BTS 2/26/2014
FIIPS X
Vendor # 396005532 00
BTS Spreadsheet X TUMS X

Subject: Utility Project ID: 1060-38-45
R/W Project ID: 1060-33-24 UA #642
City of Milwaukee

Construction Project ID: 1060-33-80
ZOO IC, ZOO INTERCHANGE PHASE 1
LINCOLN-BLUEMOUND, 121ST TO 70TH
IH 94, Milwaukee County

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

2/26/14 — Date

Bureau of Technical Services (BTS)

W. S. Pabst — Statewide Utility Projects Coordinator

March 24, 2014 — Date

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

APPROVED
SEND UTILITY COPY OF AGREEMENT
AND AUTHORIZATION TO BEGIN WORK

☑ What this agreement Covers
☑ Release of Rights not required.

☑ The original of the DT1575-Municipal in the amount of **$388,440.00**.

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

☑ One copy of the following documents that show the highlighted area(s) of compensability.

☒ Traditional R/W Project Plat - Relocation Order Date: ~~08/29/2013~~ 01/17/2014

☑ One copy of any plan and profile sheets when they are used, in addition to the appropriate plat sheets.

WATER- See attached "What This Agreement Covers"

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

☐ Used Life	$0.00	☐ Salvage	$0.00
☐ Betterment	$0.00	☐ 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
☑ Certified Copy of Resolution
☑ UA CO #1 - marked "for info only - not part of agreement"
☑ State/Municipal Agreement Construction Cost Summary - marked "for info only - not part of agreement"
☑ Change Order Cost Summary - marked "for info only - not part of agreement"

I concur with this agreement M. Pawelczyk 3-24-14

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	
Milwaukee Water Works	
Project Description – Include	Project ID(s)
Title: Zoo IC – Zoo Interchange Phase 1	Design: 1060-33-07
Limits: Zoo Interchange	Construction: 1060-33-80
Highway: USH 45	Right of Way: 1060-33-24 & 1060-33-25
County: Milwaukee County	UA No.: 642
	Utility: 1060-38-45

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 MUNCIPAL 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 USC 313 and 23 CFR 635.410 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 Compliance for Steel and Iron Items.*

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

4/14/14
(Contract Manager) (Date)

RANDY KNOCHE
CONTRACT MANAGER
(Print Name)

OFFICE OF THE GOVERNOR

SCOTT WALKER 04-10-14
(Governor of Wisconsin) (Date)

(Print Name)

MUNICIPAL UTILITY

Milwaukee Water Works
(Company Name)

12/17/13
(Authorized Signature) (Date)

Superintendent
(Title)

Carrie Lewis
(Print Name)

12/18/13
(Authorized Signature) (Date)

DPW - Commissioner
(Title)

PRESTON D. COLE
(Print Name)

12-20-13
(Authorized Signature) (Date)

Comptroller
(Title)

MARTIN MATSON
(Print Name)

MUNICIPAL AGREEMENT COST SUMMARY

City of Milwaukee Water Relocations

Date: 02/16/2014

ZOO IC - Zoo Interchange Phase 1
Zoo Interchange
USH 45
Milwaukee County

Municipal Agreement UA 642 / Utility ID: 1060-38-45
Construction ID: 1060-33-80
R/W ID: 1060-33-24

UTILITY AGREEMENT COST FROM 10/24/13 CITY ESTIMATE	COST
S. 86th Street Water Main	$18,900.00
S. 87th Street Water Main	$18,900.00
S. 87th Place Water Main	$18,900.00
W. Adler Street Water Main West	$43,700.00
W. Adler Street Water Main East	$57,200.00
Adler Booster Station	$52,000.00
W. Chester Street Water Main West	$30,300.00
W. Chester Street Water Main East	$42,700.00
S. 91st Street Extended Water Main (Freeway Crossing)	$53,200.00
S. 87th Place Extended Water Main (Freeway Crossing)	$9,700.00
W. O'Connor Street Water Main	$17,000.00
N. 95th Street / Miscellaneous Adjustments	$8,000.00
Zoo / Highway 45 Water Main (Freeway Crossing)	$61,100.00
W. Dixon Street Water Main	$0.00

Total Cost =	$431,600.00
State Share =	$388,440.00
Local Share =	$43,160.00

RECOMMENDATION TO GOVERNOR FOR CONTRACT AND BOND APPROVAL

Wisconsin Department of Transportation

DT25 2/2005

Let Proposal Number		
Project ID(s) 1060-38-45	Organization - Division Transportation System Development	Bureau Bureau of Project Development
	Originator Name Randy Knoche (608) 266-1824	Title Contract Manager
	Contract Amount $ 431,600.00	WisDOT Confidential Estimate $ N/A
Contract With City of Milwaukee - Water of	Contract Type ☐ Let Construction ☐ LFA (State) ☐ LFA (Local) ☐ Razing ☐ Emergency Construction ☐ Traffic Mitigation ☐ Local Construction ☐ Construction Eng ☐ Design Eng ☐ Survey ☐ Bridge Design ☐ Environmental ☐ Railroads Other: Utility Relocation	

Project Description/Location

Zoo IC, Zoo IC Phase 1
LIncoln - Blumnd, 121St - 70th
iH 94
Milwaukee County

Date Let	Date Awarded	☐ Bond Required	☒ Bond Not Required
N/A	N/A		

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 water main 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 south 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
1060-38-45	90% ($388,440.00)		10% ($43,160.00)	

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) — 3/25/14 (Date)

Forward to Office of the Governor — X _____ (Department Secretary / Deputy Secretary) — 3/27/14 (Date)

Return to Contract Authority — X _____ (Governor - Approval and Authorization) — 4/10/14 (Date)