Date:	February 16, 2014							
То:	Warren La Duke 4802 Sheboygan Ave Madison, WI 53707-7	, Room 451 965		Date rec	<u>X</u>			14
From:	Michael Birschbach P Southeast Region Utility Engineer	E		Vendor # BTS Spre		_ <u>396005</u> et <u>X</u>	532 00 TUMS	S_X_
	Utility Project ID <mark>: 1060</mark> R/W Project ID: 1060- City of Milwaukee	1 <mark>-38-46</mark> 33-24 UA #644		Construct ZOO IC, Z LINCOLN IH 94, Mil	ZOO INT I-BLUEM waukee	ERCHANO OUND, 12 County	GE PHASE 21ST TO 70	0TH
The cost estima	ATION FOR APPROVA te and work plan for th ed for approval on beh	is project has be	en review ment of Tı	ed and is re ansportatio	easonabl		imate and	
Wohad	sportation Region	· ,*		2/17	/14	-		
R	egional Utility Coordinator	* *			Dat	te		
Was	rnical Services (BTS)		1	Jack	Dat	2014		
The following n	naterials relating to t	he subiect proje	ct are rec	quired for 1			number	
what H	ease complete check	boxes prior to s	ubmittal.			A 50		
Release of R	ights not required.						PROV	
The original of	of the DT1575-Municip	al in the amount	o <mark>f \$13,09</mark>	4.64.				AGREEMENT  BEGIN WORK
One copy of and total cost.	City of Milwaukee's pla	ns and estimates	s, includin	g a summa	ary works	heet show	ring the ma	ijor cost areas
One copy of t	he following documen	4 45) ts that show the h	nighlighted	d area(s) of	f compen	sability.		
	nal R/W Project Plat -	Relocation Order	Date: 01	17/2014				
One copy of a	any plan and profile sh	eets when they a	ıre used, i	n addition t	to the ap	propriate p	olat sheets.	=
associated with inspection to be engineering and \$1,454.96. Condemolition of the and 84th Streets	agreement covers the City of Milwaukee Cor performed by City staf inspection work is \$14 luit work being perform Bluemound Road struger construction of Cityes due to the abandonr	nduit. The work of f prior to and duri 1,549.60, of which led in-contract ind 1 cture over USH 2 conduit impacte	overed by ing the co n the State cludes the 45, reloca d by new	this agreernstruction pes share is reconstruction of City storm sewe	ment cor project. T \$13,094, ction of C conduit i ers in 84t	nsists of er The total es .64 and the City condui in OConno th Street.	ngineering a stimated co e Citys sha t impacted or Street be	and pst of the are is by the stween 83rd
Credits applied t	o this utility agreement	number and am	ount of cr	edit:				
☐ Used Life ☐ Betterment		\$0.00 \$0.00	☐ Salvaç				60.00 60.00	
All required perm	nits shall be approved	by the official app	oroving au	thority prior	r to cons	truction ac	ctivity.	
The funding for t	his project is 100% Sta	ate Funds.						Purposes on

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. 70<sup>th</sup> Street, portions of IH 894 and USH 45 between W. Washington Street and Watertown Plank Road, structures over the freeway at Bluemound Road and 92<sup>nd</sup> Street, and local road reconstruction at S. 84<sup>th</sup> Street, O'Connor Street, Adler Street, Chester Street, Bluemound Road, N. 95<sup>th</sup> Street and N. 97<sup>th</sup> 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 83<sup>rd</sup> and 84<sup>th</sup> 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 92<sup>nd</sup> 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 Util	Municipal Utility Owner								
City of Milw	City of Milwaukee - Conduit								
Project Descr	iption – Include	Project ID(s)							
Title:	Zoo IC – Zoo Interchange Phase 1	Design:	1060-33-07						
	Zoo Interchange	Construction:	1060-33-80						
		Right of Way:	1060-33-24 & 1060-33-25						
, ,	Milwaukee County	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 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*.

- 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	MUNICIPAL UTILITY				
(Contract Manager) RANDY KNOCHE (Date) CONTRACT MANAGER	City of Milwaukee - Conduit  (Company Name)  (Authorized Signature)  Commissioner of Public Works				
(Print Name)	PRESTON U. Cole				
OFFICE OF THE GOVERNOR SCOTT WALKER 04-17-14  (Governor of Wisconsin) (Date)	(Print Name)  Mathematical Mathematical Signature)  (Authorized Signature)  (Date)				
(2:11)	Comptroller				
(Print Name)	(Title) MATTY MATTON (Print Name)				
	(Authorized Signature) (Date)				
	(Title)				
	(Print Name)				

## 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. Blu	emound	Road
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W. Diacinouna items				
Bid Item Description	Unit	Quantit	y Unit Cost	Total Cost
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
<u> </u>			Subtotal	\$ 96,030.00

## S. 84<sup>th</sup> Street

Bid Item Description	Unit	Quantit	y Unit Cost	To	tal Cost
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
Jeaning Abandoned Conducto Molde Mannere			Subtotal	\$	66.200.00

#### S. 92nd Street

Bid Item Description	Unit	Quantity	Unit Cost	To	tal Cost
Remove Manhole	Each	3	\$900.00	\$	2,700.00
Sealing Abandoned Conduits inside Manhole	LS	1	\$330.00	\$	330.00
Sum Market Sum and Sum		Sul	ototal	\$	3,030.00

### W. Adler Street

Bid Item Description	Unit	Quantity	y Unit Cost	To	tal Cost
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%) Local Share (10%)	=	\$ 13,094.64 \$ 1,454.96

## RECOMMENDATION TO GOVERNOR FOR CONTRACT AND BOND APPROVAL

I OK GOMIKAGI	AND DOND A		/ \_					
DT25 2/2005						Let Proposal	Number	
Project ID(s)		Organizatio	n - Divisio	on		Bureau		
1060-38-46						Bureau of Project Development		
		Originator I				Title		
		Randy Kn		(608) 266-1824		Contract Man	nager	
		Contract A					dential Estimate	
		\$ 14,549.6	30			\$ N/A		
Contract With	Contract Ty							
City of Milwaukee - Cond	duit		☐ Let Construction ☐ LFA (State) ☐ LFA (Local) ☐ Razing ☐ Emergency Constru					
of		☐ Traffic N	/litigation	☐ Local Construc	ction 🗌 Co	onstruction Eng		
		☐ Bridge [	•	☐ Environmental		-	Utility Relocation	
Project Description/Location	1							
Zoo IC, Zoo IC Phase 1								
Lincoln - Bluemound					40			
IH 94								
Milwaukee County								
Date Let	Date Awarded			☐ Bond Requi	ired		Bond Not Required	
N/A	N/A							
Project Requested By or Pu								
Relocation of municipal u					nich require:	s the State to	pay 90% of municipally	
owned utility facility relo	cation costs on des	signated Fr	eeway pr	ojects.				
Work Consists of								
							es located in the public right of	
	accommodate the	reconstruct	ion of the	e east leg of the I	H 94 freewa	y expansion t	hat is associated with the	
Zoo Interchange.							1,	
Consequences - If Not Appr								
Delay the improvement of	of the east leg of the	e IH 94 free	eway exp	ansion that is ass	sociated wit	h the Zoo Inte	rchange.	
		PROJE	CT FUN	<b>DING PERCEN</b>	ITAGES			
STATE I.D.	STATE FU	NDS	FEDE	RAL FUNDS	LOCA	L FUNDS	OTHER	
1060-38-46	90% (\$13,09	4.64)			10% (	\$1,454.96)		
				**	,	9		
						7		
							_	
Contract Authority								
I certify that this contract is fi							ies program. I further certify that	
		icable state	and federa	l statutes, rules, reg	ulations, and	guidelines. This	s certification is based upon a	
thorough and complete analy	sis of this request.						51 40 11.1	
	Χ _/	> /					1/4//4	
Forward to Department Sec	cretary		(Contra	act Authority)			(Date)	
	*	1.0	71	7.0			4.4	
	X	We (	NOC	Cl -			4-7-14	
Forward to Office of the Go	vernor	(Departr	nent Secre	etary / Deputy Secre	etary)	<del></del>	(Date)	
				-			111-11-1	
	X			M			4117114	
Return to Contract Authorit	у	(Gover	nor - Appr	oval and Authorizat	tion)		(Date)	