



### 11.1 General

This chapter was developed to provide a guide that conforms to State and Federal policies for the payment of the cost of relocation and /or adjustment of utility facilities required to accommodate highway improvement projects. It should be noted that in many cases State guidelines are more restrictive than Federal regulations. When this situation occurs the State policies shall prevail when determining the amount due the utility for necessary adjustments.

### 11.2 Wisconsin Reimbursement Policy

[Wis. Stat. § 66.0831](#) requires that utilities protect or alter their facilities to accommodate a highway or street project, provided they are given reasonable notice and the work is reasonably necessary to complete the project. If the project is done by or for the state or by or for any county, city, village, town sanitary district, metropolitan sewerage district, or town, the cost of the protection or change shall be borne by the utility.

Wisconsin's policy for the payment of costs to relocate utility facilities is based on the authority granted to WisDOT under [Wis. Stat. § 227.10](#), [Wis. Stat. § 227.01\(13\)](#), [Wis. Stat. § 84.295\(4m\)](#), [Wis. Stat. § 84.013\(3m\)\(d\)](#), [Wis. Stat. § 84.06\(4\)](#), and [Wis. Stat. § 84.063\(4\)\(a\)/Trans 220.06\(1\)](#). All utility land rights/interests are acquired by the WisDOT real estate unit. **A utility facility owner is eligible for utility facility relocation compensation if they have facilities within a land right/interest being acquired for the project and are affected by the project. To receive reimbursement for an eligible utility facility relocation, the utility facility owner must enter into a contract with WisDOT and submit an invoice within the required timeline.**

A conveyance of rights from an earlier project (also referred to as "compensable by virtue of prior rights") may be the basis of payment for the relocation of utility facilities that are now within the highway right of way.

In most situations the facilities eligible for relocation costs are easily recognized. However, it is rare that all of the utility work involved with a project is in the new acquisition area. When utility facilities fall within the right of way acquisition area as well as within the existing right of way, the task of developing an accurate estimate can be somewhat more difficult. In this situation, WisDOT pays a percentage of the relocation cost. This percentage is derived from the ratio of the amount of the facility in the compensable area to the total amount of the facility in the existing right of way and the compensable area. The "amount of the facility" used in the previous sentence can be linear foot, number of poles, or a square foot area for special facilities. This same percentage will later be applied to the invoice.

All decisions are based on **actual existing locations, not intended locations**. For example, if there is a telephone easement adjacent to the highway right of way but 500 feet of the cable was placed on highway right of way, that 500 feet is **not** compensable.

### 11.3 Agency Responsibilities

Region Offices assign a project utility coordinator (UC) to a project. The project UC reviews project plans to determine areas of potential conflict between utility facilities and highway improvements. The project UC reviews the plat and Utility Exhibit to determine impacts and compensability of utility facility owners; coordinate and review work plans for the relocation or adjustment of utility facilities; act as a liaison with the utility facility owners; works with utility facility owners to develop satisfactory estimates for the reimbursement of facility relocation costs and drafts utility agreements based on these estimates; monitor utility relocation activities; and review and approve payment of utility invoices, second move compensation, and utility agreement change orders.

The Bureau of Technical Services (BTS) Utility Unit provides assistance to the Regions; reviews and recommends approval of utility agreements; establishes procedures in accordance with approved policy; and provides a liaison between the Regions and utility facility owners concerning policy and negotiations.

### 11.4 Land Rights

Title to beds of all natural lakes and ponds, and of navigable rivers, belongs to the State. **State v. Trudeau**, 139 Wis.2d 91 (1987). **This means that all utility facilities in, or under, natural lakes, ponds and navigable rivers are non-compensable.**

WisDOT recognizes six different types of land rights. They are fee title, easements, prescriptive rights, conveyance of rights, long-term lease agreements (or similar documents), and discontinuance of highways.

1. **Fee title** – Land that is owned by a utility facility owner. The transfer of the ownership of the land is a real estate transaction that is handled by the Project Real Estate Specialist. The relocation of the utility facilities located in the fee title area is handled by the Project Utility Coordinator.
2. **Easements** - Easements are agreements between the landowner and the utility facility owner that restrict the use of the land by the landowner and provide rights to the utility facility owner to construct on and occupy the land. Easements are usually recorded at the county register of deeds office, but there was a time when property owners objected to signing documents that were to be recorded against their land. If such easements exist, the utility facility owner shall provide these records to the project utility coordinator.

WisDOT does not recognize easements that are written to include portions of highway right of way unless the easement existed prior to the highway right of way and the easement was never extinguished. In almost all cases, the grantor does not have jurisdiction over highway lands.

3. **Prescriptive rights** – [Wis. Stat. § 893.28\(2\)](#) defines the process by which an adverse user can establish a land right through prescriptive rights. [Wis. Stat. § 893.29](#) prevents anyone from obtaining adverse possession against any city, village, town, county, school district, sewerage commissions, sewerage districts, or any other unit of government. Due to the complexity of determining the validity of prescriptive rights, the project utility coordinator shall refer to the Prescriptive Rights Calculator. WisDOT requires proof of the installation date of the utility facility but **does not** require the utility to take formal legal action to establish the prescriptive right.
4. **Previous conveyance of rights** - WisDOT may have obtained a conveyance of rights from a utility facility owner. This conveyance of rights document (see [Attachment 11.4.1](#)) gives the utility facility owner certain rights to compensation for future relocations caused by a highway improvement project.
5. **Long term lease or similar document** - The Office of General Counsel views a long-term lease as a legal land division. If a utility has a long-term lease, WisDOT would consider it to be a land right. There may be other documents that can be construed to provide a utility with a land right. If you have a question regarding such a document, contact the Bureau of Technical Services Access and Utility Unit for assistance.
6. **Discontinuance of highways** – When WisDOT, or any local unit of government, discontinues a highway or sells off excess lands; the utility facilities that occupied the land retain their rights of occupancy and the rights of entrance, maintenance, construction, and repair of their structures. [Wis. Stat. § 66.1005](#) deals with this issue. It is recommended to include these rights as an easement upon the affected land at the time of discontinuance of the highway, so that it is clear to the purchaser and all future owners.

There are several situations where land rights/interests belonging to a utility facility owner may not be eligible for compensation under WisDOT policy. Examples include:

1. **Trans 233 Setbacks** – see [Wisconsin Guide to Utility Coordination \(WGUC\) Chapter 22](#) for more information
2. **Local rules and ordinances** – Cities, villages, towns, counties, school districts, sewerage commissions, sewerage districts, or any other unit of government may have their own rules or ordinances that impact compensability. The project UC should discuss with the individual unit of government to determine if any of these may apply.

### 11.5 Utility Agreements

Utility agreements should be approved and executed prior to PS&E submittal. In the event that they are not submitted by that time, the Utility Status Report, DT1080, has a section where the status of the utility agreements can be described. Highway improvement projects may be pulled from the letting if the utility agreements are not approved and executed prior to the Ad Meeting.

If there are changes to the plan during construction that necessitate the relocation of compensable utility facilities that did not require relocation in the initial design, a utility agreement can be entered into post-letting as long as a release of rights document was obtained during the design process.

See section [11.2 Wisconsin Reimbursement Policy](#) for clarification of when compensable utility facilities are eligible for an agreement.

There are five types of utility agreements:

**1. Audit Agreement ([Form DT1541](#))**

With this type of agreement, the state agrees to reimburse the utility company for the actual net cost of utility work including the cost of personnel, equipment, and materials. The amount is verified by an audit of company records when the invoice is submitted. This is the most common agreement type. The agreement incorporates general guidelines governing performance of the work and specifies reimbursement based on the actual cost to the utility facility owner. The Audit Agreement is suitable for all types of compensable relocations.

The advantage of Audit Agreements is that net reimbursement is based on actual cost. The disadvantages of audit type agreements are the time and expense of the audit and the added time lapse before the agreement can be closed out. Also, if there is a discrepancy in the audit, the time to resolve the situation can be extensive.

The Audit Agreement can be used on any size agreement but must be used for agreements over \$50,000. See [Attachment 11.5.1](#) for a sample Audit Agreement.

**2. Lump Sum Agreement ([Form DT1542](#))**

A Lump Sum Agreement sets forth guidelines governing performance of the work and includes the provision for payment of a lump sum dollar amount to the utility facility owner. The lump sum should cover the cost of all reimbursable work items, including personnel, equipment, and materials. To enter into a Lump Sum Agreement, it is necessary for both WisDOT and the utility facility owner to agree to a lump sum dollar amount. The utility facility owner must provide a fully detailed cost estimate that WisDOT can accept. There should be no contingency items in the estimate.

A Lump Sum Agreement is advantageous in that an audit is not needed after utility work has been completed. However, a more detailed review of the agreement and estimate is required and there may be no savings over an audit type agreement. A Lump Sum Agreement is an advantage only when the scope of the work involved is very clear, no contingency items will be added, and there will be quick agreement on the lump sum amount.

Per WisDOT policy, the lump sum type agreement is limited to an amount of \$50,000.00 or less. See [Attachment 11.5.2](#) for a sample Lump Sum Agreement.

**3. Municipal Utility Agreement**

A Municipal Utility Agreement is used for municipally owned utilities on projects covered by [Wis. Stat. § 84.295\(4m\)](#), which are projects on statutorily “designated freeways.” This applies to facilities that are located on public lands that would otherwise not be compensable. In this case 90% of the eligible relocation costs are reimbursable. There is no maximum or minimum dollar amount. The eligible costs are the actual costs minus the salvage value, used life credit, and betterment.

Not all highways that are built to freeway standards are “designated freeways.” The [“Official State Trunk Highway System Maps”](#) booklet published annually by WisDOT has a list of highways that have been officially designated as freeways. It is important to note that “designated expressways” are not covered by [Wis. Stat. § 84.295\(4m\)](#) and are therefore not compensable under this statute.

The Municipal Utility Agreement, whose official name is “Agreement For Payment For Relocation or Replacement of Municipal Utility Facilities Located on Public Held Land Required by Freeway Construction”, is [Form DT1575](#). See [Attachment 11.5.3](#) for a sample of a Municipal Utility Agreement.

The Municipal Utility Agreement also requires that a [DT25](#) form “Recommendation To Governor For Contract And Bond Approval” be filled out. These agreements must be approved by the Governor’s office.

Municipal Utility Agreements will be assigned a Utility Agreement (UA) number, which is shown as UA1, UA2, etc., on the Utility Exhibit, the utility agreement, or any other documentation. Generally, there is only one, but sometimes, there are several municipalities involved, or several different agreements (one for sewer, one for water, one for municipal electric), so the UA number helps keep it straight as to which agreement it is to be charged to. Also, it could be a staged project with different UA numbers for each stage of the project.

#### 4. Utility Agreement – No land interest

There are rare occasions when WisDOT wants to pay a utility facility owner to do work associated with an improvement project that benefits WisDOT and the utility has no land interest that is being acquired. An example of this would be when a community has obtained specially earmarked funds to place overhead utility facilities underground. Another example would be the 4-mile extension of a 3-phase electric line to serve a WisDOT truck scale.

Wis. Stat. § 84.06 (4), allows WisDOT to enter into a contract with utility facility owners without acquiring a land interest from the utility. This type of contract, or utility agreement, is rarely used. Consult with Bureau of Technical Services Utility Unit before deciding to proceed with such an agreement. When it is appropriate, use [Form DT2192](#) “Agreement for Payment for Relocation or Replacement of Utility Facilities.” A sample form is shown in [Attachment 11.5.4](#).

#### 5. Utility Agreements – Conveyance of Rights from a Previous Project

Where applicable, a conveyance of rights ([Form DT1660](#)) may have been obtained from a utility facility owner when a land interest was acquired. This document grants the utility facility owner the right to future compensation should the utility facility have to be moved for another transportation improvement project. In this situation, the standard utility agreement forms (DT1541 and DT1542) do not apply. Two new utility agreement forms have been created to address this situation. The audit agreement form is [DT2193](#) “Audit Agreement for Payment to Public Utility Based on Prior Land Rights.” A sample form is shown in [Attachment 11.5.5](#). The lump sum form is [DT2194](#) “Lump Sum Agreement for Payment to Utility Based on Prior Land Rights.” A sample form is shown in [Attachment 11.5.6](#).

### 11.6 Preliminary Estimate

As soon as the right of way plat and Utility Exhibit are developed, the project UC should review them to verify the areas in which utility facility owners are shown as having a land interest and reimbursable facilities. For large or more complex relocations, an estimate of the combined potential relocation costs of all utilities could be beneficial.

This estimate should be based on previous costs for similar work in the area by the various utility facility owners. In some cases, it may be necessary to contact the utilities and request a preliminary estimate of the cost to adjust the reimbursable facilities. Once this information is gathered, the cost with the compensable ratio applied (as described in section [11.8 Types of Facilities Eligible for Compensation](#)) should be provided to the FIIPS coordinator in the Region Planning Unit and scheduled along with all other project costs.

### 11.7 Sending an Agreement to a Utility Facility Owner

Once the preliminary estimate is reviewed and agreed upon by both the utility facility owner and WisDOT, an agreement must be put in place. Determine which agreement is suitable based on the information in [11.5 Utility Agreements](#). A utility ID must be created per [Program Management Manual Chapter 6-15-10](#). When the utility ID is assigned, the preferred agreement should be sent to the utility facility owner for their signature. A copy of the estimate with the compensable ratio applied should also be sent. Once the agreement is signed by the utility facility owner, it should be returned to the project utility coordinator for signature by the BTS Utility Unit.

### 11.8 Types of facilities eligible for compensation

#### 11.8.1 Service Drops

Service drops are generally not considered to be compensable by themselves. Their costs are included in the total relocation cost, and the percentage of payment for the distribution facility, derived as stated below, is applied to the total relocation cost. Generally, if none of the distribution facility is on private land, none of the service connections are considered compensable, even though some work may need to be done on private land to complete the connection. There are exceptions to this. If an easement has been acquired specifically for a service drop, the service drop may be considered compensable. Also, large service drops for factories or large public

buildings such as schools may be compensable. These service drops more closely resemble distribution facilities than service connections. If you are uncertain about whether a service drop is compensable, contact the Statewide Utility Project Coordinator.

### 11.8.2 Underground Facilities

For determining the compensable ratio of underground facilities, the following formula is used: **Compensable ratio** = % of work paid for by WisDOT = Total length in affected compensable areas / (Total affected compensable length + the affected length in existing highway right of way).

**Compensable areas would include new acquisition areas and areas where there is a conveyance of rights from a previous project.** This ratio is then applied to all of the work required to replace the existing facility.

WisDOT does not recognize the intent of the placement of the underground facility. If the underground facility is placed within the right of way, WisDOT considers it non-compensable, even if there is an easement adjacent to the right of way. To aide in the computation of this ratio, the Utility Estimation Report, [Form DT1850](#), has been developed. A sample form is shown in [Attachment 11.8.1](#).

For underground facilities, the utility facility owner will often replace the facility to the next existing pedestal, manhole, vault, or logical termini, which may be outside of either the new acquisition area or the existing right of way. The compensable ratio will always be based on the lengths as shown in the formula above. However, that ratio will be applied to the total cost which includes the work done on private lands outside of the newly acquired right of way. While the costs of replacing underground facilities that are outside of existing right of way and newly acquired right of way can be included in the total estimate, they are not used to compute the compensable ratio. The goal is to make the utility whole again, and in a position that is neither better nor worse than what they enjoyed before the highway project.

There is a point where betterment must be considered. For example, a utility facility owner may wish to use a different material type or a larger size of facility than what is currently installed. In this case, it needs to be determined if this is due to a change in industry standards, feasibility of construction, cost restrictions, Buy America Standards, or if the utility facility owner is attempting to upgrade their facilities. For a more detailed explanation of determining betterment, see section [11.10.4 Betterment](#).

### 11.8.3 Overhead Facilities

To determine the compensable ratio for overhead facilities, the following formula is used: **Compensable ratio** = % of work paid for by WisDOT = Number of compensable poles / (total number of poles in new acquisition area + the affected poles in existing right of way).

**Compensable areas would include new acquisition areas and areas where there is a conveyance of rights from a previous project.** In general, **if the center of a pole is on the highway right of way line or inside the existing right of way, the entire pole is considered non-compensable.** WisDOT does not recognize the intent of the placement of a pole. If the center of the pole is placed within or on the right of way line, WisDOT considers it non-compensable, even if there is an easement adjacent to the right of way.

For large steel poles or transmission towers that are partially inside the right of way, the compensability can be prorated based on the percentage of the facility on private lands. This exception is made to recognize that these facilities are high-cost items and should be treated differently than "normal" poles. In these instances, contact the Statewide Project Utility Coordinator for additional guidance.

The compensable ratio should be applied to all of the work that is needed to make the line whole again, which may include poles on private lands outside of the acquisition area that need to be adjusted. However, these poles would not be included in the number of compensable poles, nor would they be included in the total affected pole count.

There is a point where betterment must be considered. For example, a few poles within a line would not be considered to be betterment, but if a half-mile length of poles are in conflict and the utility facility owner chooses to replace two miles of the line, the poles that are not in conflict would be considered betterment and would not be eligible for compensation. It may make sense for the utility facility owner to replace the entire two miles if they are already doing work in the area for the project. At this point, a determination needs to be made if they are



improving their system rather than just replacing what they had before. For a more detailed explanation of determining betterment, see section [11.10.4 Betterment](#).

#### 11.8.4 Spot Facilities

Spot facilities such as transmission towers, cabinets, gas regulator pits, pumping stations, etc., are typically outside existing right of way and therefore potentially eligible for compensation. However, there have been occasions when the facility straddled the right of way line and was partially compensable. In these cases you may use a compensable percentage for the spot facility based on area outside of the right of way.

Examples of some typical reimbursable situations are illustrated in Attachments 11.8.1 through 11.8.3.

[Attachment 11.8.2](#) gives examples of buried facilities, [Attachment 11.8.3](#) has overhead examples and [Attachment 11.8.4](#) shows limited easement acquisition areas.

#### 11.8.5 Utility Estimation Report (Form DT1850)

The utility estimation report was developed to provide a formal format for the development of utility estimates to conform to State and Federal standards. This form provides a line-by-line process to arrive at a fair share of the total project (work order) cost to be applied to the final invoice. The form allows flexibility for use by all types of utilities. The use of this form is not mandatory; however, it is suggested for any estimate complex in nature where it would be difficult to arrive at a fair share of WisDOT and utility costs to be applied at invoice time.

A utility facility owner can be reimbursed for the relocation or adjustment of its facilities where those facilities are located on lands in which the utility facility owner has acquired a land right and the facilities require relocation to accommodate the project. Where facilities to be adjusted occupy both highway right of way and private property in which the utility facility owner has acquired an interest, it is necessary to determine the portion of relocation cost that should be paid by WisDOT. A review of the Utility Estimation Report ([Attachment 11.8.1](#)) will indicate that the form is designed to categorize the cost by “Existing Facility” and “New Facility.” See “Instructions” tab on the DT1850 for more information.

When this situation occurs, it will be necessary to develop an estimate summary sheet. An example of a typical estimate summary sheet is shown in [Attachment 11.8.5](#).

#### 11.8.6 Municipal Utilities on Designated Freeway Projects Wis. Stat. s. 84.295(4m)

Per [Wis. Stat. § 84.295\(4m\)](#), WisDOT will pay 90% of the relocation cost for municipally owned utility facilities on publicly held lands on designated freeway projects. Not every highway built to freeway standards is a designated freeway. There is a process spelled out in [Wis. Stat. § 84.295](#) that must be followed in order for a freeway to be a designated freeway.

#### 11.9 Developing the Cost Estimate

The purpose of a cost estimate is to provide a reasonably accurate determination of the expected net cost of work by a utility facility owner. The estimate should be prepared with sufficient detail to provide the project utility coordinator reviewing it with a reasonable basis for analysis. Lump sum estimates are required to be in much greater detail than those for audit type contracts.

The estimate should provide a concise statement of the work to be accomplished. The number of major units to be removed, replaced, or relocated should be mentioned, and the reason for incorporating any special procedures or special sizes or types of material should be given. Any unusual field conditions, such as anticipated inclement weather, rough terrain, subsurface rock ledges, swamps, or other adverse circumstances that have influenced the estimated cost and that are not readily apparent from the utility plans should be mentioned.

The utility facility owner will often replace the facility to a logical termini, which could include the next existing pedestal, manhole, vault, or pole. This may be outside of either the new acquisition area or the existing right of way. Justification for extending their relocation to these logical termini must be provided in the cost estimate. Plan sheets should be attached showing the logical termini location in relation to the affected facilities as part of the justification.

It is desirable to assist the utility facility owner in the preparation of complex cost estimates. Including BTS Utility Staff during the drafting period can help eliminate the need for multiple revisions.

If a meeting is arranged with a utility for the development of an estimate, the utility representative should first mark-up a copy of the Utility Exhibit to reflect:

1. Existing utility facilities in the right of way
2. Existing utility facilities on private property within the right of way acquisition area, and
3. Proposed utility facilities being installed to replace the affected facilities.

Federal Highway Administration (FHWA) requirements as listed in [23 CFR Part 645.117](#) should be taken into consideration when developing the cost estimate.

#### **11.9.1 Right of Way Cost**

Right of way costs should, in conjunction with the plans, clearly show that replacement land interests are being acquired in like kind to the interest being conveyed for highway purposes. These costs are not eligible for reimbursement via the utility reimbursement process, and instead will be handled through the real estate acquisition process.

#### **11.9.2 Preliminary Engineering Costs**

The preliminary engineering costs described in the estimate should provide information as to how those costs were calculated. In the event that a cost is listed as overhead, the derivation of the percentage should be shown. If these costs are calculated directly, the estimate should indicate that by labeling them as “Direct Engineering Charges.”

Note: design engineering expenses incurred prior to the authorization date (utility agreement approval date) are eligible for reimbursement.

#### **11.9.3 Labor Costs**

The estimated labor costs should be separated into installation, removal, and maintenance groups, or such similar groupings as may be required by the accounting system being used. Labor hours should be shown by class and rate, with payroll additives and other overhead factors shown individually with a statement of what is included in each.

#### **11.9.4 Material and Supplies Costs**

All major items of cost to be installed should be listed and the description, number of units, unit price, and total cost provided. Minor replacement items of hardware that do not affect a betterment determination need not be listed separately but may be lumped together under the title of “Miscellaneous Hardware.” Any cost item that indicates an item of betterment should be listed as a betterment under that title. See [Section 11.16](#) of this chapter for Buy America guidance.

Note: Material expenses incurred prior to the authorization date (utility agreement approval date) are eligible for reimbursement as long as the materials are not incorporated into the work prior to the utility agreement being signed. This acknowledges that some materials have long delivery times and must be ordered many months (sometimes over a year) in advance of construction. The project utility coordinator should send a letter authorizing the utility to order materials prior to the approval of the agreement when the Region becomes aware of the long delivery times.

#### **11.10 Credits**

WisDOT’s reimbursement policy requires that the State receive certain credits to arrive at a net reimbursable cost to allow the utility facility owner a payment to account for the actual cost being incurred by the utility. The following credits must be applied in the development of the estimate. In the case of Audit Agreements, it may be necessary to re-compute the actual dollar value of these credits at the time the relocation is completed, the new facility is placed in service, and the old plant is retired.

##### **11.10.1 Used Life**

Used life credit shall be required when new material replaces old material. WisDOT understands that the utility facility owner, if accomplishing such work at its own volition and expense, would assign costs to the depreciation accruals to offset the replacement costs. It seems only equitable that WisDOT should also follow this procedure.

The justification for requiring a utility facility owner to provide a used life credit based upon original cost is to assure the utility's capital structure is neither enhanced nor depleted. The net cost of relocating utility facilities should not vary whether paid for by WisDOT or the utility facility owner.

Per [23 CFR 645.117\(h\)\(2\)](#), "Credit to the highway project will only be required for the accrued depreciation of a utility facility being replaced, such as a building, pumping station, filtration plant, power plant, substation, or any other similar operational unit. Such accrued depreciation is that amount based on the ratio between the period of actual length of service and total life expectancy applied to the original cost. Credit for accrued depreciation shall not be required for a segment of the utility's service, distribution, or transmission lines."

Additional information concerning this topic can be found in [Procedure 18-15-20](#) of the FDM.

#### **11.10.2 Salvage Credit**

Salvage values of materials recovered from a compensable utility facility adjustment represent the value of the "unused" life of the installation and shall be credited to the job. The costs incurred during the removal of the material may be deducted from the credit given WisDOT.

The credit to be applied in the reimbursable work estimate shall follow the standard accounting practices normally used by the utility facility owner. Therefore, if it is the practice of the utility facility owner to return salvaged items to its stores at new or current day prices this policy shall be followed when returning material associated with a reimbursable utility parcel.

Additional information on this topic can be found in [Procedure 18-15-20](#) of the FDM.

#### **11.10.3 Plant Loss**

The acquisition of a compensable utility land interest for highway purposes may cause the premature retirement of the facilities located thereon without any replacement of their function. Under these conditions, a determination of the damages to the utility caused by the highway acquisition in excess of the raw land value is required so that the amount of just compensation can be established.

Typical utility facility owner bookkeeping procedures utilize the concept of "plant loss." This item represents the actual net dollar loss to the utility resulting from the premature retirement of the facility. It is calculated by reducing the depreciated book value (original cost less depreciation) by the amount of any salvage and increasing this result by the cost of removal.

Original cost - depreciation - salvage + removal cost = Plant Loss

An example of when plant loss applies would be a distribution line that serves five properties. The five properties are being acquired for a highway interchange and the properties no longer need service. The utility facility owner would be forced to prematurely retire the distribution line without constructing any replacement line. This line would be eligible for plant loss.

Additional information on this topic can be found in [Procedure 18-15-20](#) of the FDM.

#### **11.10.4 Betterment**

Betterment is any improvement in the new facility that did not exist in the facility being replaced, relocated, or adjusted. To determine whether or not a betterment is present requires a comparison of the new and old segment of line. If the new line has a greater capacity, a better material, is stronger, safer and less subject to natural hazards, or requires less maintenance and service, a betterment is indicated.

Betterment that could still be considered for compensation must be necessitated by the highway project and:

- 
- Is made to accommodate current codes or ordinances
- Is made to conform to upgrades in industry standards
- Is determined to be the most economical adjustment of facilities

The utility facility owner should provide documentation to substantiate that any of the above does not represent an improvement for which a betterment credit would apply.



Similarly, betterment constructed solely for utility purposes at the option of the utility facility owner is not compensable.

When it is determined that a betterment will be gained by the utility facility owner, it will be necessary to determine the dollar amount of the betterment to be applied as a credit in the reimbursable estimate. Normally, the betterment is the difference between the costs to install the new improved facility less what it would have cost to install a facility comparable to that being retired. The Utility Estimation Report ([Form DT1850](#)) is designed to aid in the determination of these credits to arrive at a net reimbursable cost.

When the betterment consists of a single item of material, it can often be agreed that the betterment credit is the difference in cost between the betterment material and the replacement in like kind material. This approach is only applicable when labor, associated material, and installation costs are the same for both materials, as shown by utility facility owner records. The betterment credit may be in the form of either a lump sum or a per-unit measurement amount. For example, the difference in cost-per-foot between a 400 pair cable and a 600 pair cable may be \$1.20. The betterment credit would then be \$1.20 times the length of cable installed. The other installation costs would be considered roughly the same for either size cable.

Some betterment made at the option of the utility facility owner will be so thoroughly intermixed with the reimbursable portions that the costs cannot be readily segregated. In this case it may be necessary for the utility to make two estimates by the same method, one for the costs of the facility as they propose to build it (A), and one for the costs of a replacement “in-kind” of the existing facility (B). The ratio of the estimated cost of the “in-kind” (B) to the betterment (A) can be used to determine what percent of the actual final invoice is compensable (B/A%). It should be noted that any departure from the agreed upon work plan will modify the ratio of the compensable to non-compensable work and must be thoroughly documented, with the adjusted ratio used to compute the final invoice. In instances where this method is necessary, contact the Statewide Project Utility Coordinator for additional guidance.

There are times when it is virtually impossible to determine what the betterment is. Changes in technology, a change in the system operations, etc. may make it very difficult to determine the betterment credit. An example of this might be where the existing telephone cables affected by a highway on relocation are being replaced by a number of system changes and improved technology to the point where it is difficult to use the “in-kind to proposed percentage” method suggested above. In these cases, it is permissible to base compensation on an “in-kind” estimate, where the utility develops an estimate for what it would cost to construct an “in-kind” facility, but they actually construct something different. In instances where this method is necessary, contact the Statewide Project Utility Coordinator for additional guidance.

Additional information on this topic can be found in [Procedure 18-15-20](#) of the FDM.

## **11.11 Processing an Estimate for an Agreement**

### **11.11.1 Review of the Estimate by the Region**

A complete and thorough review of the estimate and work plan by the project UC is required prior to submittal to the BTS Utility Unit. The estimate should be compared to the Utility Exhibit to ensure the utility facility owner is being reimbursed in areas in which they hold valid land rights. The estimate should also be checked to ensure no errors are present and that all related documentation is included.

### **11.11.2 Submittal to Bureau of Technical Services – Utility Unit**

After review by the Region Office, the reimbursable estimate packet shall be submitted to BTS by the Project Utility Coordinator for final review and approval. Items included in this submittal are:

1. Cover memo that briefly describes:
  - a. The amount of the agreement and company name,
  - b. What type of facilities are involved,
  - c. How compensability and credits were determined and if all necessary land interests necessary for relocation have been acquired; if needed, use additional pages to justify the agreement,
  - d. Agreements or arrangements made between local units of government and utilities,
  - e. Other information pertinent to the prosecution of the agreement (See [Attachment 11.11.1](#)). The cover memo must recommend approval and bear a signature by the Project Utility Coordinator.

2. One copy of the utility facility owner's work plan and estimate, with the compensability ratio shown and applied.
3. Original of the utility agreement (Lump Sum or Audit).
4. A copy of the Utility Exhibit with compensable areas and facilities highlighted.
5. A copy of any plan and profile sheets, as needed.

### 11.11.3 Review by Bureau of Technical Services – Utility Unit

Several sections must process the agreements before they are considered completed. Please allow four weeks for processing by the BTS Utility Unit. Processing includes reviewing the agreement for acceptable engineering concepts, reasonable prices, and compliance with state and federal policy and procedure. After review, the Manager of Real Estate Acquisition & Services Section of BTS approves the agreement and estimate.

Upon approval, a copy of the agreement is sent to the Division of Transportation Infrastructure Management (DTIM), Bureau of State Highway Programs (BSHP), Program Finance Section, where the project is authorized for charging in the Financial Integrated Improvement Programming System (FIIPS). The agreement is then sent to the Division of Business Management, Bureau of Business Services (BBS), Fiscal Services Section, Expenditure Accounting Unit, where the project is encumbered in the Expenditure Accounting Programming System (EAPS). The date of authorization will be the date that the agreement was signed by the Manager of Real Estate Acquisition & Services Section. The region provides a copy to the utility for their records.

Municipal Utility Agreements, those using [Form DT1575](#), are handled a little differently in BTS and require more time for processing. Once BTS concurs, they are sent to the Contracts Manager in the Contract, Audit and Administration Section of BSHP in DTIM. The Contracts Manager sends the agreements and [Form DT25](#) to the Secretary of Transportation's Office for signature. The agreements and the DT25 are then sent to the Governor for approval and signature. After return from the Governor's office, the Contracts Manager signs the agreements and returns them to the Utility Unit. The agreements are then processed in the Utility Unit, with copies sent to Program Finance Section of BSHP where the project is authorized for charging in FIIPS. The agreements are then sent to the BBS Expenditure Accounting Unit where the project is encumbered. The date of authorization will be the date that the agreement was signed by the Contracts Manager. The procedure for sending copies to the region and then on to the utility remains the same as the other utility agreements mentioned above.

**Note:** It may take four to six weeks to get all necessary signatures after the agreement leaves the BTS Utility Unit.

### 11.12 Utility Agreement Change Order (UACO)

Utility agreement change orders may be needed in circumstances that affect the approved work plan or executed utility agreement. This may be due to increased costs, to accommodate changes in the project plan, or to adjust for changes made during construction. When a UACO is required, it should be discussed with the project utility coordinator to ensure they agree with the proposed revision. It may also be necessary to receive approval for the new utility location from the utility permit coordinator.

A change order is required:

- If the increase in costs exceeds 25% of the current agreement amount, or the value of the increase exceeds \$100,000.
- If there are any significant changes in the extent or scope of the work under the current agreement
- If it has been determined that the cost is eligible for second move compensation
  - If seeking compensation when no previous agreement exists
  - If seeking compensation when utility previously waived compensation
- If there is a decrease of \$300,000 or more, contact the region programming unit

For additional guidance, see [Second Move Compensation Eligibility Flowchart](#).

#### 11.12.1 Processing a Utility Agreement Change Order

See Job Aid – [Processing a Utility Agreement Change Order \(UACO\)](#), found under the **Utility Coordinator Job aids** on MyDTSD-Utilities. Link is available to WisDOT Staff only.

The Utility Unit of BTS is available for technical assistance to the regions and will review and approve UACO's when requested by the region.

### 11.13 Second Move Compensation (SMC)

[Wis. Stat. § 84.063\(4\)\(a\)](#) and [Wis. Admin. Code Ch. Trans 220.06\(1\)](#) requires WisDOT to pay for second moves necessitated by changes to the project plan. The documentation required for a second move is similar to documentation needed for a utility agreement. A second move will typically occur during construction and the timing of the approval process is more critical.

The [SMC Eligibility Flowchart](#) has been created to assist the region in determining if an SMC is applicable and how to process it.

The SMC documentation (UACO, [DT1731](#)) should be reviewed and approved by the project utility coordinator prior to authorizing the utility facility owner to relocate facilities in conflict. In situations where the project schedule is at risk, relocation of the utility facilities can continue while the SMC documentation is being processed. If the utility unit was not notified of an SMC that was approved by the assigned construction engineer during construction, the project utility coordinator can process the UACO and payment at the time the invoice is submitted. Proof of approval should be provided to be included in the UACO documentation.

Situations may arise that are not necessarily covered in the SMC Eligibility Flowchart. When this occurs, the regions may contact the Statewide Utility Engineer (SWUE) or Statewide Utility Project Coordinator (SWUC) with BTS for their assistance.

### 11.14 Utility Invoicing

Review of a utility invoice is primarily the responsibility of the project utility coordinator, with assistance from the BTS Utility Unit. In general, the region utility unit reviews the invoice so they can certify that the work was completed satisfactorily and according to the agreement.

Expenses incurred prior to the authorization date (utility agreement approval date) are not eligible for reimbursement with two exceptions: design engineering and the purchase of materials. Materials purchased prior to the date that the utility agreement is signed by the Manager of Real Estate Acquisition & Services Section are eligible for compensation as long as the materials are not incorporated into the work prior to the utility agreement being signed. This acknowledges that some materials have long delivery times and must be ordered many months (sometimes over a year) in advance of construction. The project utility coordinator, with the approval of the BTS Utility Unit, will send a letter authorizing the utility facility owner to order materials prior to the approval of the agreement.

The utility invoice review process is used to ensure the proper payment of the invoiced amount. Upon receipt of an invoice submitted by the utility facility owner, including all supporting documentation, the project utility coordinator will review the invoice for accuracy by comparing it to the executed agreement. The invoice should be checked for arithmetic correctness, the inclusion of the appropriate credits, material, labor, equipment, and salvage costs. Some items such as overhead loading or Buy America certifications, may only be verified at the utility facility owner's offices. Acceptable variations from the estimate should be explained. Unacceptable variations, such as contested expenditures, etc., should be discussed with the utility facility owner to determine if the cost is justifiable or should be removed from the invoice.

An **invoice for a lump sum agreement** can be very basic. The scope of work was previously agreed to and the dollar amount was established in the executed agreement. The invoice should be for the exact amount on the executed agreement, and the appropriate utility facility owner and project information should be included on the invoice. Utilities seeking compensation for their facility relocations shall conform to the provisions of Buy America unless federal funds are not used on any project ID associated with the master design ID. A [DT2249 Utility's Certificate of Buy America Compliance](#) shall be submitted with every invoice.

An **invoice for an audit agreement** needs to be more detailed. The invoice should contain a statement by the utility that the invoice represents actual charges incurred in the accomplishment of the work agreed to in the estimate. It must also set forth WisDOT's cost share. The invoice submittal needs to contain sufficiently detailed information to determine that the actual costs incurred are consistent with the intent of the estimate and that the invoiced costs are supported by the utility facility owner's cost bookkeeping system. An invoice for the exact amount of the estimate should be viewed with caution. While it is possible that the actual costs are the same as the estimated costs, history has shown that this is rarely true. An invoice that just provides the dollar amount and project identification information is insufficient for an audit agreement. There needs to be supporting

documentation explaining how the total actual cost was arrived at. If the project utility coordinator receives an invoice for an audit agreement and there is no cost detail, contact the utility facility owner and request the additional supporting information. See [Attachment 11.14.1](#) for a sample letter to send to the utility company. If a considerable amount of time has passed since the estimate was first developed, there may be changes to the used life credit or plant loss. These credits should be reviewed, and appropriate changes made if necessary. Utilities seeking compensation for their facility relocations shall conform to the provisions of Buy America unless federal funds are not used on any project ID associated with the master design ID. A [DT2249 Utility's Certificate of Buy America Compliance](#) shall be submitted with every invoice.

[Wis. Stat. § 16.528\(2\)\(a\)](#) requires payment of the invoice within 30 days or interest is due. If there are discrepancies or questions regarding the invoice, a "Notice of Good Faith Dispute/Improper Invoice," [Form DT1568](#), must be completed and a copy sent to the utility. This form effectively stops the clock until the dispute is resolved. A sample DT1568 is shown in [Attachment 11.14.2](#).

Utility companies should invoice WisDOT within one year of the completion of the associated highway work. For this purpose, the completion of the highway work is defined as having the project substantially complete as defined in standard spec 105.11.2.1.3. If a Region does not receive an invoice within that time period, a certified letter should be sent to the utility company requesting an invoice. See [Attachment 11.14.3](#) for a sample letter. If a Region still does not receive an invoice after the certified letter is sent, the agreement will be closed and the utility will not be reimbursed for the relocation of their facilities or other related utility work.

See Job Aid "Processing of a Utility Invoice" for guidance and examples.

### **11.15 Utility Relocation Included in the Highway Improvement Project**

There are times when a utility will find it advantageous to include all or part of the relocation of their facilities as bid items on a highway improvement contract. This allows the prime highway contractor more control over the prosecution and progress of the utility work.

#### **11.15.1 No Compensable Work – No Utility Agreement**

Municipal utility work is sometimes included in the highway contract at the request of the municipality. This can often be handled by including the work in the "State/Municipal Financial Agreement for a State-Let Highway Project" (SMFA) and setting up the appropriate bid items in categories that are 100% locally funded. The municipality is responsible for the design, specifications, inspection, and acceptance of the final work. For more information on the SMFA, contact the project utility coordinator.

Non-municipal utility work may also be added to the highway contract. The decision to include the utility work in the highway contract must take place during the design stage, although there can be exceptions where the work is added as a change order. The designer, the project sponsor (State, County or Local government), and the utility facility owner must all agree. Once this determination has been made, documentation is needed to specify what each party will do and what their responsibilities will be. Coordinate with the Region project staff to determine what work can be feasibly performed in conjunction with the project.

This approach can also be used to avoid utility relocations. For example, a utility facility owner may want to pay for the extension of a box culvert, retaining wall, median barrier, or other structure in order to avoid having to relocate a utility facility. As long as the request does not adversely impact the functionality or operation of the highway and it does not hinder the operation or maintenance of the utility facility, this may be a cost-effective solution.

When there is no SMFA, there is a 3-letter approval process that commits each party to various responsibilities. The BTS Utility Unit is available for assistance if needed.

#### **Letter One**

- Discuss the possibility of utility relocation work being done under the highway project contract
- The utility facility owner sends a letter requesting that their utility relocation work be included in the highway project contract
- The letter should make clear what specific work would be included in the highway project contract, what the utility facility owner would pay for, and what they will be expected to provide i.e. materials,

engineering/design, specifications for materials, construction practices, inspection, testing, and approval of work

- See [Attachment 11.15.1](#) for a sample utility relocation under highway project contract letter

#### Letter Two

- WisDOT sends an approval letter to the utility facility owner accepting the request of placing the relocation work in the highway project contract
- The letter shall include information regarding the bid item numbers and estimated cost, as well as due dates for any design plans and specifications being drafted by the utility facility owner to ensure the information makes it into the PS&E package
- See [Attachment 11.15.2](#) for a sample approval letter

#### Letter Three

- WisDOT sends a letter to the utility facility owner after the contract has been awarded
- This letter shall include final bid prices, the company selected as the primary contractor, the date of the pre-construction meeting (if known), and the WisDOT and/or consultant contact for the project
- See [Attachment 11.15.3](#) for a sample contract award information letter

The utility facility owner shall be informed that the bid price cannot be negotiated, and if the work is included in the contract, they will have no control over acceptance of the bid price. WisDOT will accept the lowest bid for the total cost of the project in accordance with [Wis. Stat § 84.06\(2\)](#). It is possible that the utility bid prices could be higher than the company normally pays for similar work.

The two letters signed by the utility facility owner (step one) and by WisDOT (step two) form the approval documents that commit both parties to incorporating the work into the highway project contract. There is no separate “utility agreement” form.

#### 11.15.2 Compensable Work – Utility Agreement Included

If any portion of the utility relocation work is compensable, a utility agreement mentioned in [Section 11.5](#) will be needed in conjunction with the SMFA or 3-letter approval process as discussed in [section 11.15.1](#). This is necessary because, in addition to the highway construction project bid items, there will be compensable work tasks that must be paid for. There may be additional construction costs that will not be included as bid items in the highway project contract.

When utility relocation work will be included in the highway construction contract at the time the utility agreement is developed, only include the work that will not be in the highway construction contract in the utility agreement. Do not include the work that will be bid items in the let contract. WisDOT does not want to double count the value of that work. So, if all of the water pipe installation will be done in the highway contract, the utility agreement would only cover the design, construction inspection, and administrative costs. It would not include the water pipe installation costs, which would be encumbered under the highway construction project ID number.

If the decision to include the utility work in the highway contract is made after the utility agreement is executed, the utility agreement would initially be for the total amount of work that WisDOT is responsible for. When this happens, a Utility Agreement Change Order must be executed to decrease the value of the utility agreement. The reason for the change order should explain that some of the work originally covered by the agreement will now be in the highway construction contract and thus the agreement is being decreased in value to reflect that change. The change order should mention that WisDOT is still responsible for paying for the work, but it is being encumbered under a different project ID number. This will help the utility facility owner to understand that WisDOT is still paying for the work, but WisDOT needs to change order the utility agreement for bookkeeping purposes so that the utility construction work is not double counted. See Job Aid – [Processing a Utility Agreement Change Order \(UACO\)](#), found under **Utility Coordinator Job aids** on MyDTSD-Utilities. Link is available to WisDOT Staff only.

Bid items for compensable work may be 100% State/Federally funded, 90% State/Federally funded and 10% locally funded for municipal utility work on ss 84.295 freeway projects, or some other percentage of State/Federal funding for projects that are partially compensable. This “other” percentage can be determined by using computations similar to those found in [Section 11.8](#) in this chapter. The category for these bid items should reflect



the proper percentage of participation. The project UC should work with the Project Manager to ensure the proper category is used for the bid items.

#### **11.16 Buy America Certification**

See [Job Aid – Buy America](#)

On projects where federal funds are used for design or construction, utility facility owners seeking compensation for their facility relocations shall conform to the provisions of Buy America. When steel and/or iron products are used for permanent incorporation in the compensable work, a [DT2249 Utility's Certificate of Buy America Compliance](#) shall be submitted with the invoice for the compensable work. For more information regarding Buy America see <http://www.fhwa.dot.gov/utilities/buyam.cfm>

## CONVEYANCE OF RIGHTS IN LAND (Non-Fee Land Interests)

Wisconsin Department of Transportation  
Exempt from filing transfer form s.77.21(1) Wis. Stats.  
DT1660 01/2022 s.84.09(1) Wis. Stats.

, GRANTOR, for and in consideration of the sum of (\$ ) and other good and valuable consideration, 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 overhead or underground transmission 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 transmission 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.

Other persons having an interest in record in the property: None

This space is reserved for recording data

Return to

Parcel Identification Number/Tax Key Number

### Legal Description

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of Grantor.

### Acknowledgement

\_\_\_\_\_  
(Grantor Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

State of \_\_\_\_\_ )  
 ) ss.

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
County )  
On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_  
(Print Name)

The signer was: ☐ Physically in my presence. **OR**  
☐ In my presence involving the use of communication technology.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature, Notary Public)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print or Type Name, Notary Public)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date Commission Expires)

Right of Way Project ID

This instrument was drafted by Wisconsin Department of Transportation

UTL No.

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

Wisconsin Department of Transportation  
DT1541 4/2023 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and \_\_\_\_\_, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for certain lands or interests in lands acquired by the Wisconsin Department of Transportation from the COMPANY in connection with a Wisconsin transportation improvement designated:

<div>Project Description</div> <div>Title: Limits: Highway: County:</div>	<div>Project ID(s)</div> <div>Design: Construction: Right of Way: UTL No.: Utility:</div>
<div>Facility type: Select One</div>	

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 COMPANY holds a real property interest, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY 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 COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY 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 COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY'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 facilities covered by the Code of Federal Regulations 23, Section 645.117(h). 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 COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate Regional 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 COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY 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 COMPANY and arising from or necessitated by the said conveyance.

The COMPANY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IJIA 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 COMPANY 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 COMPANY 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 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 COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY 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 COMPANY 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, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY 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 COMPANY because of dispute arising through this transaction shall be for 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 COMPANY and the DEPARTMENT.

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

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**COMPANY**

<hr/>		<hr/>	
(Division Administrator)		(Company Name)	
<hr/>	(Date)	<hr/>	(Date)
(Print Name)		(Authorized Signature)	(Date)
		<hr/>	
		(Title)	
		<hr/>	
		(Print Name)	
		<hr/>	
		(Authorized Signature)	(Date)
		<hr/>	
		(Title)	
		<hr/>	
		(Print Name)	

## LUMP SUM AGREEMENT FOR PAYMENT FOR LANDS OR INTERESTS IN LANDS ACQUIRED FROM PUBLIC UTILITY

Wisconsin Department of Transportation  
DT1542 4/2023 s.84.09(1) Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and \_\_\_\_\_, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for lands or interests in lands being acquired from the COMPANY in connection with a highway improvement designated:

<div>Project Description</div> <div>Title: _____</div> <div>Limits: _____</div> <div>Highway: _____</div> <div>County: _____</div>	<div>Project ID(s) _____</div> <div>Design: _____</div> <div>Construction: _____</div> <div>Right of Way: _____</div> <div>UTL No.: _____</div> <div>Utility: _____</div>
Facility type: Select One	

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: WHEREAS the COMPANY now has facilities located on the aforesaid parcel lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities in order that these lands may be vacated to the extent required for the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY will convey to the DEPARTMENT, by separate instrument, the parcel of land or land interests identified above.
2. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said parcel as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs thereof computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY 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. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

3. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the parcel has been conveyed to it and after the adjustment of the COMPANY's facilities presently situated thereon has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation for the parcel conveyed, including all damages, costs and expenses incurred by the COMPANY and arising from or necessitated by the conveyance. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only, and shall not be for the revocation of the conveyed parcel.

4. In connection with the performance of work under this Agreement, the COMPANY 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 COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

The COMPANY 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 COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY 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, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

6. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT. **It is expressly understood and agreed that any work by the COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

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

**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**COMPANY**

<hr/>		<hr/>	
(Company Name)			
<hr/>		<hr/>	
(Division Administrator)	(Date)	(Authorized Signature)	(Date)
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(Print Name)		(Title)	
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		(Print Name)	
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		(Authorized Signature)	(Date)
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		(Print Name)	

**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 \_\_\_\_\_, 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 above.

<b>Project Description</b> Title: Limits: Highway: County:	<b>Project ID(s)</b> Design: Construction: Right of Way: UTL No.: Utility:
<b>Facility type: Select One</b>	

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.

Utility Project ID

Municipal Agreement

UA No.

Page 1 of 3

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 IJIA 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**

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(Contract Manager)		(Municipal Utility Name)	
<hr/>		<hr/>	
(Date)		(Authorized Signature)	(Date)
<hr/>		<hr/>	
(Print Name)		(Title)	
<hr/>		<hr/>	
<b>OFFICE OF THE GOVERNOR</b>		(Print Name)	
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(Governor of Wisconsin)	(Date)	(Authorized Signature)	(Date)
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(Print Name)		(Title)	
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		(Print Name)	
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		(Authorized Signature)	(Date)
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		(Title)	
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		(Print Name)	

**AGREEMENT FOR PAYMENT  
For Relocation or Replacement of Utility Facilities**

Wisconsin Department of Transportation  
DT2192 4/2023 s.84.06(4) Wis. Stats.

Municipal Utility Name	
Project Description - Include Title: Limits: Highway: County:	Project ID(s)  Design: Construction: Right of Way: UA No.: Utility:

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, designated as the "DEPARTMENT," and the above-identified utility, designated as the "UTILITY," for the payment for the relocation or replacement of certain utility facilities on publicly held lands as required by the construction of the Transportation improvement project identified above.

For and in consideration of the acceptable relocation or replacement of the UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified improvement project, the DEPARTMENT will pay an amount equal to \_\_\_\_\_ of the net cost incurred by the UTILITY for the actual removal, relocation, alteration or other rearrangement of the UTILITY facilities to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the 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 UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the 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 UTILITY's accounting procedure for work undertaken at the expense and volition of the UTILITY. When recovered materials are to be disposed of by sale as scrap, the UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the 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 UTILITY has received written notice from the DEPARTMENT to proceed with the work. The UTILITY shall give prior notice to the appropriate DEPARTMENT 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. **It is expressly understood and agreed that any work done by the UTILITY prior to authorization by the DEPARTMENT shall be at the UTILITY's sole expense.**

The 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 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 DEPARTMENT's prior approval.

The 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 UTILITY subcontractor if the work is performed in that manner.

The 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.

Utility Project ID

Utility Agreement – No Land Interest

4. Upon completion of the work contemplated under this Agreement, the 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 UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The 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 UTILITY and arising from or necessitated by the work.

The 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 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 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 UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The 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 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 UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

7. The Agreement is not binding upon the parties until this document has been fully executed by the 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**

**UTILITY COMPANY**

<hr/>		<hr/>	
(Contract Manager)		(Company Name)	
<hr/>	(Date)	<hr/>	(Date)
(Print Name)		(Title)	
<hr/>		<hr/>	
<b>OFFICE OF THE GOVERNOR</b>		(Print Name)	
<hr/>	(Date)	<hr/>	(Date)
(Governor of Wisconsin)		(Authorized Signature)	
<hr/>	(Print Name)	<hr/>	(Title)
<hr/>		<hr/>	(Print Name)
<hr/>		<hr/>	(Authorized Signature)
<hr/>		<hr/>	(Date)
<hr/>		<hr/>	(Title)
<hr/>		<hr/>	(Print Name)

Utility Project ID

Utility Agreement – No Land Interest



## AUDIT AGREEMENT FOR PAYMENT TO PUBLIC UTILITY BASED ON PRIOR LAND RIGHTS

Wisconsin Department of Transportation  
DT2193 4/2023 s.84.09 Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and \_\_\_\_\_, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," for the payment for the relocation of utility facilities required by the Wisconsin Department of Transportation in connection with a Wisconsin Transportation improvement designated:

Project Description - Include

Title:

Limits:

Highway:

County:

Project ID(s)

Design:

Construction:

Right of Way:

UTL No.:

Utility:

Said work is compensable based on a conveyance of rights from a previous Transportation improvement project recorded as \_\_\_\_\_ in the \_\_\_\_\_ County Deeds Registry.

For and in consideration of the conveyance document mentioned above, the DEPARTMENT will pay to the COMPANY an amount equal to the net cost incurred by the COMPANY for the actual removal, relocation, alteration, or other rearrangement of the COMPANY facilities situated on the said lands required to restore equivalent function as necessary, in kind if feasible, of the affected segment of COMPANY 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 COMPANY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY 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 COMPANY's accounting procedure for work undertaken at the expense and volition of the COMPANY. When recovered materials are to be disposed of by sale or as scrap, the COMPANY shall either have filed with the DEPARTMENT an acceptable statement outlining the COMPANY'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 facilities covered by the Code of Federal Regulations 23, Section 645.117(h). 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 COMPANY has received written notice from the DEPARTMENT to proceed with the work. The COMPANY shall give prior notice to the appropriate Regional 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 COMPANY prior to authorization by the DEPARTMENT shall be at the COMPANY's sole expense.**

The COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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 COMPANY custodian of such records. Invoices shall be submitted within one year of the completion of the companion highway construction project.

The COMPANY 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 COMPANY and arising from or necessitated by the said conveyance.

The COMPANY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IJIA 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 COMPANY 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 COMPANY 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 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 COMPANY further agrees to take affirmative action to ensure equal employment opportunities. The COMPANY 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 COMPANY 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, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY 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 COMPANY because of dispute arising through this transaction shall be for monetary considerations only.
8. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

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

**WISCONSIN DEPARTMENT OF  
TRANSPORTATION**

**UTILITY COMPANY**

<hr/>		<hr/>	
(Division Administrator)		(Company Name)	
<hr/>	<hr/>	<hr/>	<hr/>
(Date)		(Authorized Signature)	(Date)
<hr/>	<hr/>	<hr/>	<hr/>
(Print Name)		(Title)	
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		(Print Name)	
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		(Authorized Signature)	(Date)
		<hr/>	<hr/>
		(Title)	

## LUMP SUM AGREEMENT FOR PAYMENT TO PUBLIC UTILITY BASED ON PRIOR LAND RIGHTS

Wisconsin Department of Transportation  
DT2194 4/2023 s.84.09 Wis. Stats.

This Agreement is made and entered into by and between the Wisconsin Department of Transportation, hereinafter designated as the "DEPARTMENT," and \_\_\_\_\_, a public utility company, a quasi utility or cooperative hereinafter designated as the "COMPANY," to provide for the lump sum payment in the amount of \$ \_\_\_\_\_ for the relocation of utility facilities required in connection with a highway improvement designated:

Project Description – Include

Title:

Limits:

Highway:

County:

Project ID(s)

Design:

Construction:

Right of Way:

UTL No.:

Utility:

Said work is compensable based on a conveyance of rights from a previous Transportation improvement project recorded as \_\_\_\_\_ in the \_\_\_\_\_ County Deeds Registry.

WHEREAS the COMPANY now has facilities located on the aforesaid lands, and the DEPARTMENT has requested the COMPANY to remove, relocate, rebuild or otherwise rearrange said facilities to accommodate the designated highway improvement.

NOW, THEREFORE, it is mutually agreed as follows:

1. The COMPANY agrees to remove, relocate, rearrange or rebuild its facilities situated on said lands as required by the DEPARTMENT to construct and operate the above-described highway improvement.

The work necessary for this purpose is indicated in the Exhibit attached hereto and made a part hereof. The Exhibit consists of a statement of the work and proposed schedule for its accomplishment, the estimate of cost, plans and special provisions, if any.

The work shall be performed under normal COMPANY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the COMPANY 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. Credits for anticipated salvage and accrued depreciation, if any, have been provided in the same amount and computed in the same manner as if the work were being undertaken at the expense and volition of the COMPANY.

2. The DEPARTMENT agrees to pay the COMPANY the lump sum amount indicated above after the adjustment of the COMPANY's facilities presently situated on the lands covered by the conveyance document mentioned above has been satisfactorily completed. An invoice shall be submitted by the COMPANY within one year of the completion of the companion highway project.

Payment of such lump sum amount by the DEPARTMENT to the COMPANY shall constitute full and final compensation, including all damages, costs and expenses incurred by the COMPANY. Any legal action taken by the COMPANY because of dispute arising through this transaction shall be for monetary considerations only.

The COMPANY 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 COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

3. In connection with the performance of work under this Agreement, the COMPANY 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 COMPANY further agrees to take affirmative action to ensure equal employment opportunities.

Page 1 of 2

4. The execution of this Agreement by the DEPARTMENT shall not relieve the COMPANY 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, 86.07(2), or 86.16, Wisconsin Statutes. No COMPANY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

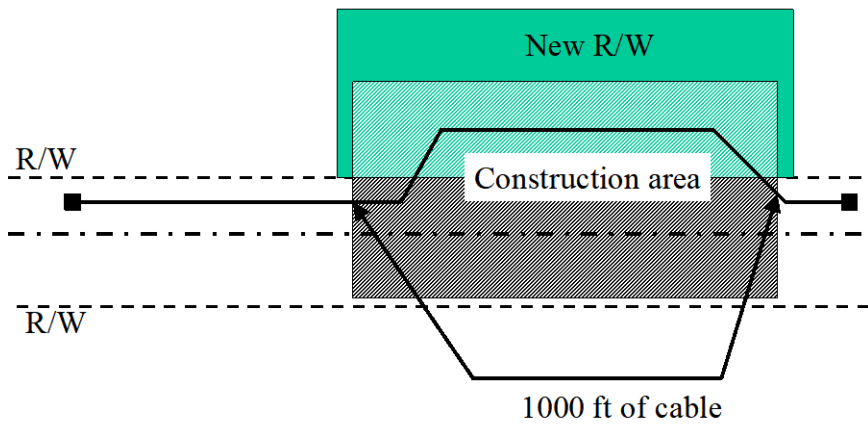
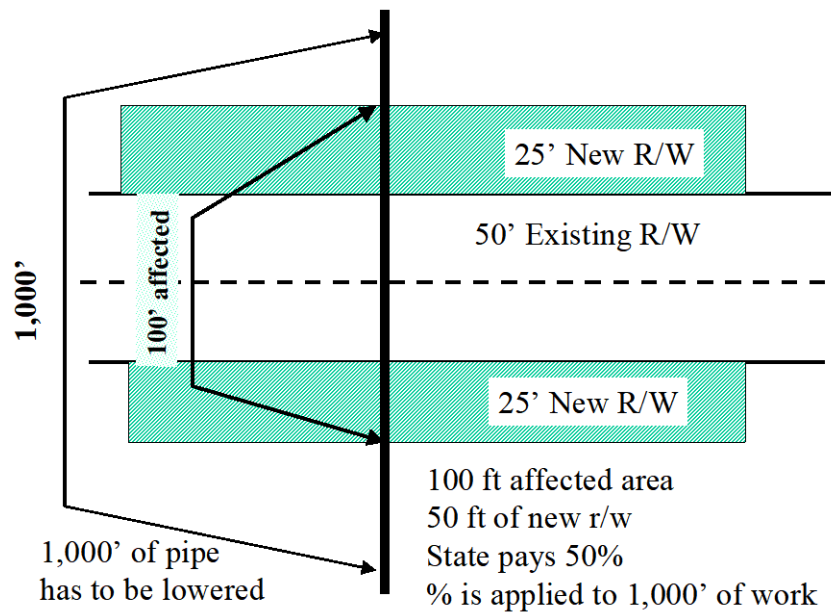
5. The Agreement is not binding upon the parties hereto until this document has been fully executed by the COMPANY and the DEPARTMENT.

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

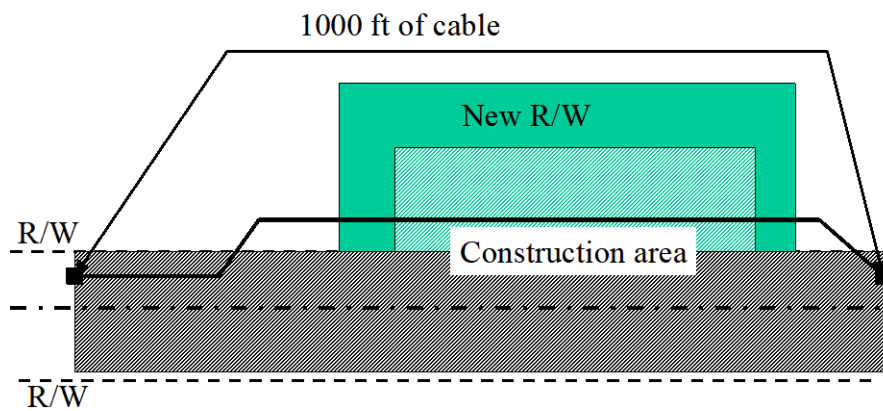
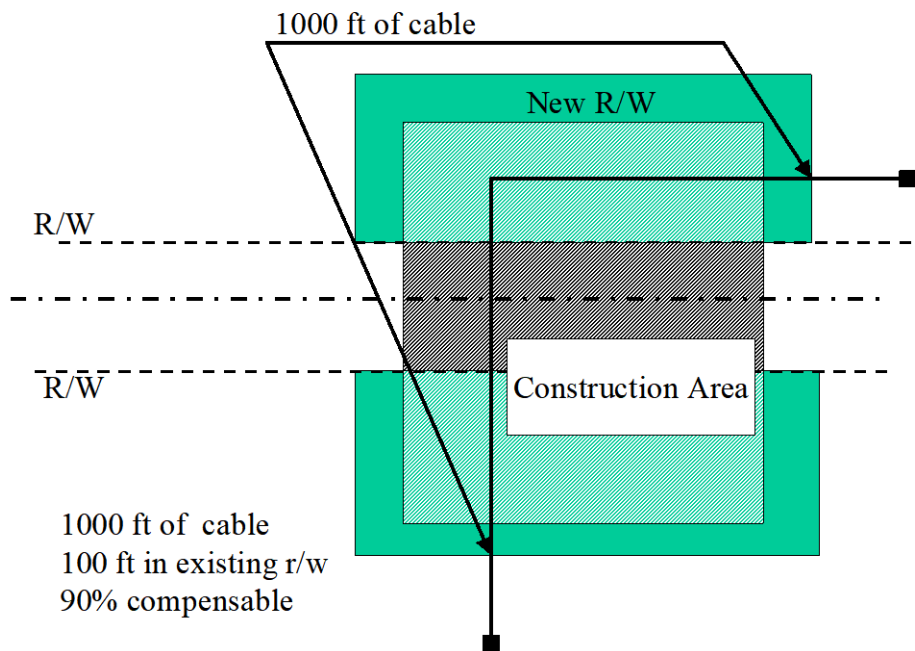
**WISCONSIN DEPARTMENT OF TRANSPORTATION**

**UTILITY COMPANY**

<hr/>		<hr/>	
(Division Administrator)		(Company Name)	
<hr/>	(Date)	<hr/>	<hr/>
(Print Name)		(Authorized Signature)	(Date)
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		(Title)	
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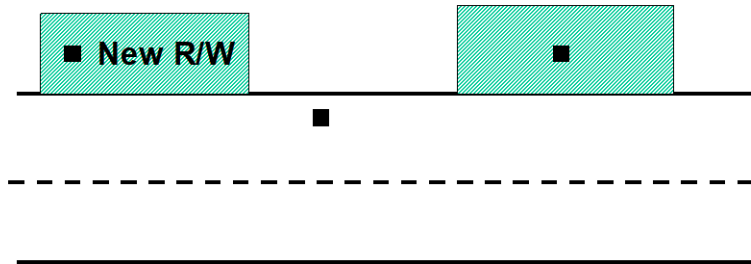


850 ft of cable in new r/w, 1000 ft total  
85% compensable  
Percentage applied to all work that needs to be done

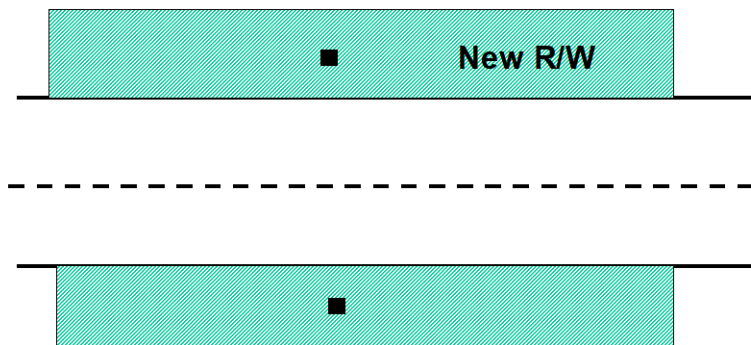


1000 ft of cable  
300 ft in existing r/w  
70% compensable

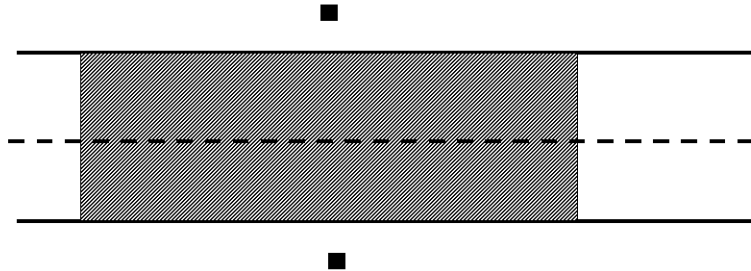




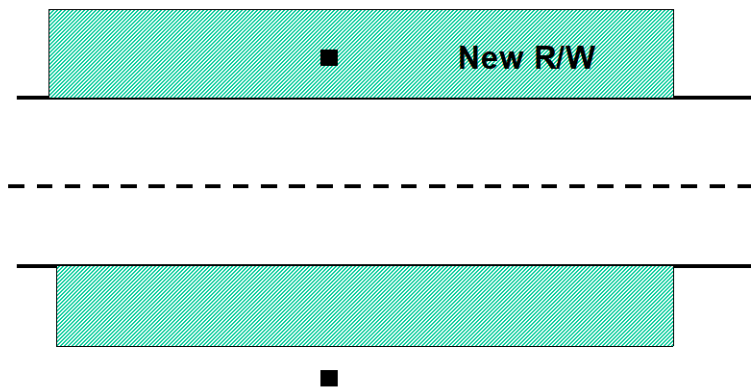
67% compensable (2 of 3)



100% compensable

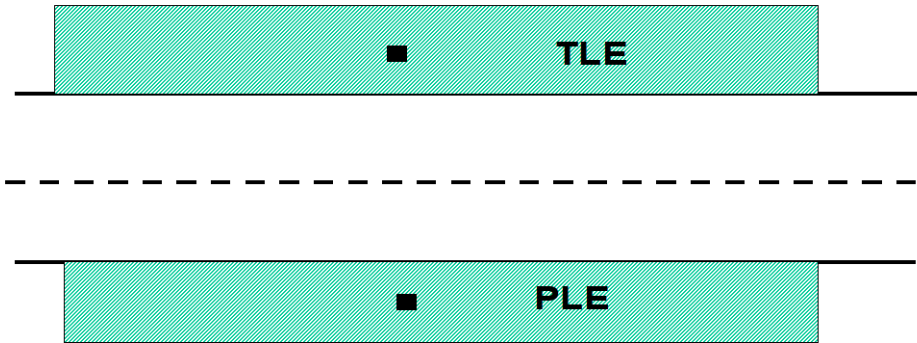


**0% compensable**  
**No land right being acquired**



**100% compensable**

**Temporary (TLE) or Permanent (PLE)  
Limited Easements are compensable**



**Both poles are 100% compensable**

Utility Company Name:	
Project Description - Include	
Title: Limits: Highway: County:	Project ID(s):  Design: Construction: Right of Way: UTL or UA No.: Utility:

NEW FACILITY													
1	2	3	4	5	6	7	8	9	10	11	12	13	14
PLAN/ PLAT SHEET	TYPE	TOTAL RELOC (Sta to Sta)	TOTAL REIMBURS PLUS NONREIMB (in feet)	REIMBURS QUANTITY (in feet)	REIMBURS PERCENT (%)	CREDIT TO STATE SALVAGE (\$)	TYPE	TOTAL QUANTITY (in feet)	TOTAL ESTIMATED COST TO INSTALL (\$)	TOTAL BETTERMNT (\$)	NET COST TO REPLACE IN KIND (\$)	NET REIMBURS COST (\$)	REIMBURS COST LESS CREDITS (\$)
			</										

## Basis of Payment

The state shall pay for utility construction where the existing utility facility requiring adjustment is in the right of way taking area. Credits shall be applied for utility betterment and salvage value. The utility shall move their facilities occupying public right of way at their own expense unless prior rights exist. The utility shall also pay for facilities moved and/or improved at their option on continuing private lands but included in the total work plan.

## Developing a State-Share Percentage

Because of the complex nature of an audit-type contract where both compensable and noncompensable work are involved, a State-share Percentage is developed at estimating time which, along with appropriate credits can be applied to actual total project costs at billing time. This Utility Estimating Form has been designed to aid in this computation.

### Form Explanation by Column or Row Number

1. **Plan Sheet:** Alphanumeric identifier to relate a line item to specific highway or utility plan sheet(s).
2. **Type of Existing Facility:** Description of existing utility item, i.e., 200 pair cable, 4" dia. gas line, 8" dia. forcemain, etc. "Item" can be used as a proxy to cover all the "nuts and bolts" and there can be as many line "items" as needed to cover an area.
3. **Station(s) of Relocation:** Highway plan stationing for existing facility item requiring relocation.
4. **Total Reimbursable and Non-reimbursable:** Include total quantity in conflict with proposed highway construction. Do not include items outside the existing right of way that are not in an area of proposed right of way acquisition.
5. **Reimbursable Quantity:** Quantity of existing facility on land to be purchased for highway improvements.
6. **% Reimbursement:** Column 5 divided by Column 4, resultant times 100.
7. **Credit - State Share Salvage \$:** Credit for salvage value, if any, for quantity listed in column 5. This shall be a credit to the State at billing time, again based on utility accounting procedures.

### At Time of Billing

The State's responsibility shall be the Total Actual Project Cost less the Total Betterment Cost from column 11 times the percent from item 15. From this resultant shall be subtracted the Total State's Share of Salvage Credit from

8. **Type of New Facility:** Description of new facility designed to replace existing facility.
9. **Quantity of New Facility:** Quantity of new facility included in work order intended to replace existing facility listed in columns 2, 3, and 4.
10. **Total Estimated Cost (\$) to Install:** Total installed cost of the new facility item at latest available rates.
11. **Total Betterment (\$):** Difference between the Total Cost in column 10 and what the cost would have been to install the existing size facility along the new facility alignment. Improvements required by codes or changed industry standards need not be credited as betterments. Attach computation of estimates.
12. **Net Cost (\$) to Replace In-Kind:** Column 10 minus column 11.
13. **Net Reimbursable Cost (\$):** Column 12 times Column 6, the resultant divided by 100.
14. **Reimbursable Cost Less Credits (\$):** This is the estimated State's dollar responsibility per item. It is figured by column 13 minus column 7. The sum column 14 is the total Estimated Reimbursable Contract Cost. If this sum is less than \$50,000 a "Lump Sum" type Contract may be used.
15. **Total % State Participation:** This is the percent to be applied to the actual project billing, along with appropriate credits, to determine how much the State will pay. Column 13 divided by column 12, the resultant times 100.

column 7. Note that Salvage Costs can be recomputed for the date that the facility is actually put into service. Betterment shall be recomputed based on actual material plus installation costs at the time of installation.

Final billing shall be submitted in the same form as the contract estimated per provisions of the contract.

## Correspondence/Memorandum

Date: January 5, 2000

To: Warren La Duke  
Statewide Utility Projects Coordinator  
Room 651 HFSTB

From: Payne Hertz  
SE Region-Waukesha Utility Coordinator

RE: Utility Project ID 2130-07-40  
R/W Project ID 2130-07-21 Parcel # 10  
Wisconsin Electric Power Company  
Construction Project ID 2130-07-70  
Milwaukee - Green Bay Road  
Good Hope Road Interchange  
USH 41/45  
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.

### SE Transportation Region - Waukesha

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Region Utility Coordinator

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Date

### Bureau of Technical Services (BTS)

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Statewide Utility Projects Coordinator

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Date

The following materials relating to the subject project are submitted for parcel processing:

- ☐ One copy of the signed and executed Conveyance of Rights in Land – Form DT1660. (*i.e. release of rights document*)
- ☐ The original of the Lump Sum (*or Audit*) Agreement in the amount of \$9,982.00. *Two originals if the utility wants an original signature.*
- ☐ One copy of WEPCO's plans and cost estimate, including a summary worksheet showing the major cost areas and total cost.
- ☐ One copy of the right of way plat sheets that show the highlighted area of compensability.
- ☐ One copy of the plan and profile sheets that show the highlighted area of compensability.

The affected Transportation Project Plats and their recording dates are \_\_\_\_.

*Brief discussion of what the agreement covers. Discuss any unusual circumstances or explain any items that are not clear. For example:*

This agreement covers the relocation of 20 power poles, 9 of which are compensable, for a reimbursement ratio of 45%.

The used life credit is \$115.00, the salvaged material credit is \$890, and the betterment credit is \$0. All of these credits are shown in the estimate.

The plant loss value is \$0.



The funding for this project is 100% State Funds.

The Region Office or the local government will approve required permits prior to construction activity.

## Wisconsin Department of Transportation

Date

Electric Ladyland Company  
123 High Street  
Lyons, WI 53123

RE: Utility Project ID xxxx-xx-40 Parcel 231  
Lone Rock – Spring Green Road  
STH 52 Iowa County

We have received your invoice or relocation costs associated with the above project and parcel, (invoice number \_\_\_\_\_). Upon review of this invoice we find it to be for the exact amount of the original estimate. In that this work was performed under an "Audit Agreement" (form DT1541) the invoice should be based on actual costs incurred for the reimbursable portion of the relocation cost rather than the original estimated amount. Also please make sure that there is sufficient detail in the information provided so that we can determine that the actual costs incurred are consistent with the intent of the estimate and that the invoiced costs are supported by your company's job cost bookkeeping system. We cannot make payment unless the proper documentation is in order.

It is possible that the actual costs are the same as the estimated amount, but generally we find this not to be true.

The original estimate submitted with this parcel indicated an amount of reimbursement at 68% for the cost incurred under the Lone Rock work order 6775 and 31.5% for cost incurred under the Spring Green work order 6458 (see attachment). These percentage reimbursements should be reflected in your final invoice. **NOTE to UTILITY COORDINATORS: Change this part to fit the specific situation for the project that you are writing about.**

Please review your invoice to ensure the proper procedure is being used to determine the State share of the project costs. Make any changes that are necessary and resubmit the invoice to me at the address above.

If the final invoice is more than 10 % higher or lower than the estimated amount please provide an explanation for the cost differential. There may have been variations in material prices, quantities, or time spent on the project that altered your costs. Please explain what happened so that we can understand the variation from the estimate.

I have attached a short explanation of the two types of agreements we use for utility relocation projects and some excerpts from the Federal and State regulations regarding utility agreements.

If you have any questions concerning this letter please feel free to contact me at ( ) - or via email at [\\_\\_\\_\\_\\_.@dot.state.wi.us](mailto:_____.@dot.state.wi.us)

Sincerely,

Region Utility Coordinator



**Executive Office/Division Name**  
Bureau/District or Section Name  
PO Box  
City, State ZIP Code

Internet: <http://wisconsindot.gov/>

Telephone: Area Code-Telephone #  
Teletypewriter (TTY): Area Code- TTY #  
Facsimile (FAX): Area Code- FAX #  
E-mail: E-mail Address

COMPANY NAME  
ATTN:  
STREET ADDRESS  
PO BOX  
CITY, STATE 9-DIGIT ZIP CODE

### NOTICE TO VENDOR OF GOOD FAITH DISPUTE / IMPROPER INVOICE

DT1568 5/2006 s.16.528, 16.53(2) Wis. Stats.

We have received the attached invoice. Because of a problem or lack of information, it has been removed from the payment process and returned to you. The box checked (below) identifies the problem. If appropriate, contact the person or department that placed the order to resolve the problem. Please return a corrected invoice or credit with this letter to the address shown above. Please reply within 10 business days.

Invoice Number	Date Invoice Received	Purchase Order Number	Current Date
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- ☐ No purchase order (PO) number is referenced on your invoice. Please provide the PO number on each invoice submitted. If you do not have a PO number, contact the person who placed the order for assistance.
- ☐ As of the following date: \_\_\_\_\_, the PO number referenced on your invoice is:
- ☐ Invalid;
- ☐ Expired;
- ☐ Canceled.
- ☐ This credit memo cannot be processed because the referenced invoice has not been received. Please provide a copy of the invoice to which this credit applies.
- ☐ The vendor name shown on the invoice(s) does not match the PO. We do not make third party payments.
- ☐ The attached invoice was paid either as "Cash with Order", or against the invoice specified below. Payment was remitted by the dated check identified below. Please remove this invoice from our account.
- |                |              |            |
|----------------|--------------|------------|
| Invoice Number | Check Number | Check Date |
|----------------|--------------|------------|
- ☐ The pricing does not comply with the PO. If you have questions regarding the price, please telephone the Buyer, whose name is shown at the bottom of the PO.
- ☐ The description on the invoice does not match the description on the PO.
- ☐ No record exists which indicates the item(s) were received.
- ☐ Item(s) received were returned according to the authorization(s) specified below.
- |   |                                    |
|---|------------------------------------|
| WDOT Return Material Instructions (Form DT1738) | Vendor Return Authorization Number |
|---|------------------------------------|
- ☐ Incorrect item(s) were received; and/or item(s) do not meet purchase order specifications.
- ☐ Other

DOT Contact Name	Title	Area Code - Telephone Number
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If you have questions, please contact the DOT representative at the telephone number identified above.  
DOT Representative: Please send a copy of this completed form to the Bureau of Business Services, Expenditure Accounting.

## Wisconsin Department of Transportation

Date

Chad Morse  
Lathers Electric Company  
1234 Idunno Road  
Clinton WI 53525

Utility Project ID 2330-02-44  
Sharon – Clinton Road  
STH 69 Walworth County  
Parcel 103

Our records indicate that the work for the above utility relocation project has been completed, but we have not received an invoice from you yet.

I would like to remind you that Wisconsin Department of Transportation requires invoicing within 1 year of the completion of the construction work.

Please check with your billing department on the status of the invoice for this project. If you are unable to produce an invoice in a timely manner, please contact me to discuss the situation.

Sincerely,

Taylor A. Peterson  
SW Region Utility Coordinator  
(XXX) XXX-XXXX

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## Utility Company Letterhead

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Date

DESIGN PROJECT ENGINEER NAME  
Wisconsin Department of Transportation  
ADDRESS

SUBJECT: UTILITY COMPANY NAME  
Inclusion of Non-Participating Utility Item in WisDOT Contract  
Construction Project ID 1060-05-71  
Marquette Interchange North – South Freeway, Wells St. – North Ave.  
IH 43 Milwaukee County

Dear DESIGN PROJECT ENGINEER NAME:

We would like to request that the Wisconsin Department of Transportation (WisDOT) incorporate certain utility work on behalf of UTILITY COMPANY NAME into the contract documents for the above noted highway improvement project.

Specifically, the work we would like to incorporate into the contract is *the installation of approximately 90 feet of 12-inch ductile iron water main in W. Juneau Ave. The new water main is to occupy the same location as an existing 12-inch cast iron water main 26 feet south of the centerline of W. Juneau Ave. The limits of the new installation shall start from a point 6.5 ft. east of the centerline of N. 11<sup>th</sup> St and continue East for approximately 90 feet to the water valve at Station 102+37, 26 feet right. [Describe all work involved].*

As part of this work, we propose to furnish the following:

*[List everything that the utility will provide or be responsible for such as:]*  
*All 12-inch ductile iron pipe and fittings required.*

*Contract specifications on the requirements of the work involved. This information will be provided to WisDOT by \_\_\_\_\_ for inclusion in the highway improvement contract documents.*

Our staff or consultant will do the inspection and approval of all the above work.

We understand that this work will be incorporated into the highway improvement contract as a non-participating item and that the cost for its installation shall be borne by UTILITY COMPANY NAME. We further understand that we will be billed for all work associated with this installation, including labor and materials, along with WisDOT construction inspection and administrative costs, performed on our behalf under the WisDOT contract.

Thank you for your cooperation in this matter. If you have any questions please contact me at TELEPHONE NUMBER.

Sincerely,

UTILITY CONTACT NAME  
Title

cc: REGION UTILITY COORDINATOR NAME, WisDOT

# Wisconsin Department of Transportation

Date

UTILITY CONTACT NAME

Address

Subject: UTILITY COMPANY NAME  
Inclusion of Non-Participating Utility Item in WisDOT Contract  
Construction Project ID 1060-05-71  
Marquette Interchange North – South Freeway, Wells St. – North Ave.  
IH 43 Milwaukee County

Dear UTILITY CONTACT NAME:

The Wisconsin Department of Transportation (WisDOT) has received your letter dated \_\_\_\_ in which you requested WisDOT to include UTILITY COMPANY NAME utility work into the above highway improvement contract.

WisDOT agrees to *install approximately 90 feet of 12-inch ductile iron water pipe and fittings. [List or summarize the work involved]* as described in your letter, in W. Juneau Avenue on behalf of UTILITY COMPANY NAME.

This work is considered non-participating and 100% of the cost of its installation, including labor and materials, along with WisDOT construction inspection and administrative costs, shall be borne by UTILITY COMPANY NAME. The inspection and approval of these facilities is the responsibility of UTILITY COMPANY NAME.

***When this agreement takes place before the PS&E submittal:***

WisDOT will pay for the measured quantity at the contract unit price under the following bid items:

<u>SPV number (if known)</u>	<u>Description</u>	<u>Estimated quantity</u>
SPV.0090.3420	LF installation of 12-inch ductile iron pipe	90

WisDOT construction inspection and administrative costs are estimated at 5% if the total bid cost is over \$5,000 and 10% if the total bid cost is under \$5,000. WisDOT will be invoicing UTILITY COMPANY NAME for the actual costs upon completion of the work

Upon award of the contract, WisDOT will provide the actual bid prices to UTILITY COMPANY NAME, along with the name of the contractor and additional contact information regarding the construction project. Award of the contract is anticipated to be about 2 weeks after the DATE bid opening.

If you have any questions you may contact me at PHONE NUMBER or the Region Utility Coordinator, NAME at PHONE NUMBER.

Sincerely,  
DESIGN PROJECT ENGINEER NAME  
Title

cc: REGION UTILITY COORDINATOR NAME, WisDOT  
REGION PLANNING MANAGER NAME, WisDOT  
CONSTRUCTION PROJECT MANAGER NAME, WisDOT



***For work added by change order:***

WisDOT will pay for the measured quantity at the contract unit price under the following bid item:

Category Number: \_\_\_\_\_

<u>SPV number</u>	<u>Description</u>	<u>Bid Price</u>	<u>Estimated cost</u>
SPV.0090.3420	LF install 12-inch pipe	\$150.00	\$13,500

WisDOT construction inspection and administrative costs are estimated at \$ 675.00.

WisDOT will be invoicing the UTILITY COMPANY NAME for the actual costs upon completion of the work.

The Construction Project Manager for this contract is NAME at PHONE NUMBER. He/she will be your point of contact for information on contractor operations and schedule.

If you have any questions you may contact CONSTRUCTION PROJECT MANAGER NAME at PHONE NUMBER, or the Region Utility Coordinator, NAME at PHONE NUMBER.

Sincerely,

DESIGN PROJECT ENGINEER NAME  
Title

cc: REGION UTILITY COORDINATOR NAME, WisDOT  
REGION PLANNING MANAGER NAME, WisDOT  
CONSTRUCTION PROJECT MANAGER NAME, WisDOT

# Wisconsin Department of Transportation

Date

UTILITY CONTACT NAME

Address

Subject: UTILITY COMPANY NAME

Inclusion of Non-Participating Utility Item in WI DOT Contract

Construction Project ID 1060-05-71

Marquette Interchange North – South Freeway, Wells St. – North Ave.

IH 43 Milwaukee County

Dear UTILITY CONTACT NAME:

The Wisconsin Department of Transportation (WisDOT) has awarded a contract for the subject highway improvement project to HIGHWAY CONTRACTOR NAME.

Please note the following final contract SPV numbers that were assigned to UTILITY COMPANY NAME work and the related bid prices:

Category Number: \_\_\_\_\_

<u>SPV Number</u>	<u>Work item</u>	<u>Unit cost</u>	<u>Total Estimated Cost</u>
SPV.0090.4305	LF Removing Trench box	\$100.00	\$ 29,000.00
SPV.0090.4310	LF Abandoning Trench box	\$ 70.00	\$103,000.00
	WisDOT Inspection & Administrative Costs (5%)		<u>\$ 6,600.00</u>
	Grand Total Estimated Cost =		\$138,600.00

This work, as described in your DATE letter, is considered non-participating and 100% of the cost of its installation, including labor and materials, along with WisDOT construction inspection and administrative costs, shall be borne by UTILITY COMPANY NAME. The inspection and approval of these facilities is the responsibility of UTILITY COMPANY NAME. Upon completion of the work, WisDOT will be invoicing UTILITY COMPANY NAME for the cost of actual work.

The pre-construction meeting for this project has been scheduled for DATE, TIME, and LOCATION. Please have someone from UTILITY COMPANY NAME attend the meeting to answer any questions and to arrange for further coordination of construction activities.

The Construction Project Manager for this contract is NAME, at PHONE NUMBER. He/she will be your point of contact for information on contractor operations and schedule.

Sincerely,

DESIGN PROJECT ENGINEER NAME

Title

cc:

Region Utility Coordinator Name, WisDOT

Region Planning Manager Name, WisDOT

Construction Project Manager Name, WisDOT