1.1 Purpose

This guide was written to provide the designer with step by step guidance on utility coordination during the development of a highway improvement project. This guidance is in addition to Chapter 18, Utility Coordination, of the WisDOT Facilities Development Manual (FDM). The designer should be aware of the guidance in Chapter 18 of the FDM in addition to what is written in this guide. This guide expands upon what is written in the FDM.

This guide does not address coordination with railroads. The designer is directed to the Region Railroad Coordinator for information regarding railroad coordination.

1.2 Reasons For Requiring Utility Coordination

The 1979 Edition of the Random House Dictionary of the English Language defines transportation as "the business of conveying people, goods, etc." WisDOT is charged with providing an efficient, safe, and economical transportation system for the people and goods in the state of Wisconsin. The funding for our work comes largely from State and Federal taxes, which are paid by the general public. A utility company's primary source of revenue is the rates paid by the consumers, which are, in effect, the general public. In order to reduce the total cost to the general public, the designer must plan the proposed work so that the cost of relocating utility facilities, and the cost of the highway project are minimized. This provides a facility with the lowest overall transportation cost.

Wis. Stat. s. 86.16 Attachment 1.2.1 and Wis. Stat. s. 182.01 Attachment 1.2.2 give utilities the opportunity to occupy highway right of way, subject to the Utility Accommodation Policy and the permitting process. When utility facilities are located on public highway right of way, even if the city, village, town or county owns that right of way, the utility use is considered to be permitted and subservient to highway use and therefore is generally considered to be non-compensable. See Wis. Stat. s. 66.0831 Attachment 1.2.3.

Wis Stat.s,182.0175 Attachment 1.2.4 requires the designer to prepare plans that will avoid, as much as possible, any interference with utility transmission facilities. Accordingly, the designer is expected to avoid utilities when feasible by making suitable adjustments to the horizontal alignment and the vertical profile early in the design process.

To designers involved with highway and bridge improvement projects, utility coordination may seem like a minor task. However, since practically all of our improvement projects have some involvement with utilities, utility coordination is a very important part of the design process. Poor coordination can result in lettings being delayed by up to one year, or in missed completion deadlines caused by delays encountered during construction operations.

Bridge and highway construction inevitably causes an inconvenience for people living near the construction site. We should always strive to keep this inconvenience to a minimum. Utility conflicts that were not detected during the design process can unnecessarily prolong this inconvenience.

Utility companies have to program budgets, order materials, and schedule work activities like any other company. This all takes time and planning. Emergency repairs also affect utility company schedules. Severe storms, natural disasters, equipment failures, and facilities damaged by careless contractors, can all disrupt work schedules, and delay planned utility relocations.

Utilities must also look at relocations from a systems point of view. For example, the relocation of a one-mile segment of a transmission line for a highway project may result in a five-mile replacement project for the utility.

Utilities do keep stockpiles of some materials for repairs. However, in an effort to keep down overhead costs in this age of "just-in-time" deliveries, most materials are not stockpiled. Many materials have to be ordered six months to a year in advance of the delivery date. The materials can’t be ordered until after there is an approved work order (and approved utility agreement where applicable), which is about six months after the highway plans are sent to the utility company.

Good utility coordination minimizes the impact on utilities, provides sufficient time for the utilities to plan their work, and eliminates conflicts during construction.

Wis. Stat. s. 84.09 Attachment 1.2.5, is the state statute regarding the acquisition of lands and interests. This statute comes into play when discussing the reimbursement of utility relocation costs. This is discussed further

in Chapters 8, 11 and 17. The statute is included in this chapter in an effort to have all utility related statutes in one place.

1.3 Utility Coordination Meetings

One of the most important and effective tools for utility coordination on a highway improvement project is the utility coordination meeting. This is a meeting dedicated to discussing the highway improvement project and its impact on utility facilities. All of the utilities with facilities on the project are invited to the meeting. Typically, the meeting would start out with a project overview given by the project designer. This is followed by comments regarding any environmentally sensitive areas, the status of real estate acquisitions (if appropriate), any concerns regarding erosion control, and the project timeline that affects utility companies (when will additional materials be sent to them; when do work plans, agreements, etc. have to be submitted; proposed letting date; start of construction).

After the information has been presented to the utility companies, have them comment on how the project will affect them. Early in the design process it may be difficult for them to answer where they have potential conflicts or what they will do, but they can tell you if they have facilities that are difficult or extremely expensive to move. It may be best to design the project to avoid conflict with these types of facilities. Remember s. 182.0175(2)(a) requires the designer "to avoid to the extent possible interference with" utility facilities. It is more efficient to make the decision to avoid utility facilities early in the design process rather than later.

When a utility coordination meeting is held later in the design process after the utility companies have had time to study the plans and develop their relocation plans the meeting can be used to coordinate the plans of the various companies involved. Joint trenching or joint pole occupation may save time and money for several companies. Also, hearing the plans of one utility may affect the proposed location of another company. For example gas may locate on one side of the roadway and water may decide to locate on the other side to minimize the potential conflicts between them and to meet industry clearance standards.

The number of utility coordination meetings you should have for a project depends on the type of project and the complexity of the utility conflicts. For a fairly straightforward project with little excavation required, one coordination meeting may be sufficient. For most urban projects, or on projects with a fair amount of excavation, at least two coordination meetings are recommended. One meeting should be held early in design, possibly in conjunction with the Operational Planning Meeting, and the other meeting should be held later in the design process, after the utility companies have had time to study the highway plans and prepare their relocation plans. The latter meeting should be held prior to writing the special provisions. For complex projects or on projects with multiple lettings several utility coordination meetings should be held. On these types of projects good communication is critical to the success of the project. Meetings at various stages of project development can be very helpful in keeping the project on track and minimizing delays during construction.

On projects with environmentally sensitive areas, or erosion susceptible soils it is a good idea to invite the Department of Natural Resources (DNR) Region WisDOT Liaison to the meeting. The DNR can then present their expectations and answer questions regarding environmental regulations or requirements.

On projects with right of way plats where the acquisition is contracted out to non-WisDOT staff, it may be necessary to have a utility coordination meeting prior to the execution of the real estate acquisition contract to discuss which parcels are needed in order for the utilities to complete their relocation work. These parcels can then be listed as a priority in the contract for real estate acquisition. This will help assure that these parcels are acquired in time to meet the utility relocation schedules.

1.4 TRANS 220 – UTILITY FACILITIES RELOCATION

1.4.1 General

Ch Trans 220, Wis. Adm. Code (Trans 220) Attachment 1.4.1 is the administrative rule that implements Wis. Stat. s. 84.063 Utility Facilities Relocation Attachment 1.4.2. Trans 220 sets the framework for the utility coordination that must occur during the design process. See Attachment 1.4.3 for a list of Trans 220 actions steps.

Trans 220 applies to all state trunk highway improvement projects that have utility facilities on them and are let to contract. See Attachment 1.4.4 for additional discussion. Attachment 1.4.5 gives the legal definition of "highway improvement" as stated in the statutes. Refer to this if you think that Trans 220 may not apply to the type of work involved on your project. Trans 220 does apply to signal projects, as noted in a memo from 1994, which is reproduced in Attachment 1.4.6.

The objective of the law and rule is to prevent delays to the highway contractor caused by utility relocation activities. It prescribes the method by which WisDOT or its agent will notify utility companies of proposed highway improvements as well as the method by which utility companies will advise WisDOT of facilities located in the area of the improvement project. After the WisDOT furnishes its improvement plans to the utility companies, the utility companies develop work plans for altering or relocating their facilities and send copies of the plan to WisDOT. WisDOT reviews and approves the work plan for utility facility relocation or alteration. Thus, a defined process and schedule is established to deal with utility conflicts and arrange for their resolution.

If the designer follows the suggestions in this guide, he or she will be in compliance with the administrative rule and the law. The complete text of ch. Trans 220 Wis. Adm. Code and Wis. Stat. s. 84.063 are included as Attachment 1.4.1 and Attachment 1.4.2 at the end of this chapter. The designer may refer to them should there be any questions regarding the actual language of the law or the administrative rule. A flow chart of the Trans 220 process is shown in Attachment 1.4.7.

Attachment 1.4.8 is a sample "Trans 220 Log," Form DT1079, which can be used to track the dates of the various activities in the Trans 220 process.

1.4.2 Timeline

Trans 220 imposes specific timeframes for various activities in the utility coordination process. Early in the design process the utilities must be notified of a proposed highway improvement. The utility then has 60 days to send information regarding their facilities in the project area. This usually is done by providing the designer with system maps showing the approximate location of utility facilities.

After the designer receives the system maps from the utility, several months or years go by as the designer works on the highway plans. The next Trans 220 step is to send completed plans to the utilities for them to use in determining conflicts and designing utility relocation plans. The utility has 60, 90, 120 or 150 days, depending on the type of project, to review the plans and develop a work plan.

WisDOT has changed the nomenclature used to identify different project types since Trans 220 was written. The following timeframes are to be used:

Resurfacing	60 days
Pavement Replacement	90 days
Reconditioning	120 days
Reconstruction	120 days
Expansion	120 days
Major Project	120 days
Stand-alone Bridge Replacement	90 days

An additional 30 days will be added if coordination is required with other utility facility owners, or if the work is compensable. See Ch. Trans 220.05(4) Wis. Adm. Code in Attachment 1.4.1. NOTE: All days are calendar days.

The designer then reviews the work plans and either accepts or rejects the work plan. If the work plan is rejected, the utility has 30 days to redo the plan and resubmit it.

After the utility work plan (and signed agreement, where applicable) is approved and returned to the utility, the utility may proceed with its work plan by obtaining the necessary permits, ordering materials, purchasing easements and scheduling work crews. It is important to note that approving a work plan does not remove the requirement to obtain a utility permit from the WisDOT Region. A utility permit, "Application/Permit To Construct, Operate and Maintain Utility Facilities On Highway Right- of-Way," Form DT1553, is still needed. See the "Utility Accommodation Policy," to obtain more information on permit requirements.

Utility companies must be notified of any changes made to the highway plans that were sent to them. The changes must be highlighted so that they can tell what changes were made. The utility company then has 60 days to redesign its relocation plan if necessary. Trans 220 requires WisDOT to pay for any additional work to a utility facility due to plan changes after the facility has been relocated or adjusted in accordance with an approved work plan. Therefore it is important that the plans sent to utility companies be as complete as possible.

1.4.3 Proposed Highway Improvement Notice

All utilities thought to have facilities within the project area must be notified of the proposed project. The "Proposed Highway Improvement Notice," Form DT1077, can be used to notify utility companies of upcoming highway projects. This would be the first correspondence sent to the utility regarding a project, and is the first step of the Trans 220 coordination process.

A sample of Form DT1077 is shown in Attachment 1.4.9. Additional information regarding form DT1077 and its cover letter can be found in Chapter 3, Utility Identification & Notification.

1.4.4 Project Plan Transmittal, Form DT1078

The "Project Plan Transmittal," Form DT1078, is used to send completed plans to the utility companies. The plans don't have to be the PS&E submittal, but they do have to be complete enough that the utility has enough information to determine any conflicts with their facilities and to design their relocation plan. The designer must, by law, inform the utility of any changes to the plans that may have an impact on the existing or proposed utility facility. WisDOT must pay for any changes that affect work the utility has already done in preparation for the highway project. It is important that the plans sent to the utility companies are as complete as possible and that any changes to the plans be made with consideration of the impact on utility facilities.

A sample of Form DT1078 is shown in Attachment 1.4.10. Additional information regarding Form DT1078 and its cover letter can be found in Chapter 10, Sending Plans To Utilities.

1.4.5 Utility Work Plans

Trans 220 requires a utility to provide WisDOT with a plan for how they will accomplish the relocation of their facilities that are in conflict with a proposed highway plan. The work plan must include a schedule, narrative description of what work will be done, whether the work will be done prior to highway construction or concurrent, any coordination required with other companies or contractors, any real estate parcels that need to be acquired before the utility can do its work, and any necessary approvals required.

The designer must review the work plan to ensure compatibility with permit requirements, highway improvement plans and construction schedule, and the reasonableness of the relocation scheme. If the work plan is not reasonable or compatible, the utility must be notified and given 30 days to revise the plan. Attachment 1.4.11 is a sample of a work plan denial letter.

In addition to the designer, it is recommended that the Environmental Unit look at the work plan to determine if any "sensitive" areas might be affected, the Real Estate Unit should be made aware of any acquisitions that must take place prior to the scheduled utility relocations, and the Utility Permit Coordinator should review the work plan to make sure that it complies with the "Utility Accommodation Policy." It is a good idea to have the Region Erosion Control Specialist take a look at any work plans that go through environmentally sensitive areas or require extensive erosion control measures.

Once the appropriate people have reviewed the utility work plan, a work plan approval letter must be sent to the utility company. The Region Utility Coordinator or the consultant must send this letter to the utility so that the utility knows it can proceed to order materials and to schedule the work. Ch. Trans 220.05(7), Wis. Adm. Code requires that "When the work plan is compatible and reasonable, WisDOT shall advise the owner by mail of its approval." Attachment 1.4.12 and Attachment 1.4.13 are sample work plan approval letters.

The information in the work plan can be used to write the appropriate section of the "Utility" portion of the Special Provisions.

A suggested form to send to utilities along with the Project Plan Transmittal, Form DT1078, is shown in Chapter 10 Attachment 10.2.3, "Utility Worksheet," Form DT2236. The use of this form is recommended. It is provided to assist the utility company in providing the required information.

Sometimes a utility may miss the work plan due date. It is extremely important to obtain a work plan from each utility company, or a letter from the utility company stating that they have no conflicts. The designer should make every effort to prod the utility company to provide a work plan. Follow-up phone calls or letters may be necessary to obtain the work plan. Be sure to document all attempts to obtain the overdue work plan by writing a note to the file, making a diary entry, or some other similar method. Attachment 1.4.14 and Attachment 1.4.15 are samples of letters for requesting a work plan after the utility has missed the due date. Attachment 1.4.15 is a stronger more formal version of the letter and is titled "Trans 220 Non-compliance Notice."

If a utility should fail to follow their work plan it would be in violation of Trans 220. Once this is discovered the utility should be contacted to try to bring it into compliance with its work plan as soon as possible. If the work is to be done prior to construction there may still be time to accomplish work plan compliance, if the violation is discovered soon enough. The goal of the project manager and the utility coordinator is to avoid utility-related construction delays. Any efforts aimed at achieving this goal are deemed to be worthwhile. Phone calls and letters to the utility company will hopefully lead to the work getting done as quickly as possible with little or no delay to the highway contractor. Attachment 1.4.16 is a sample Trans 220 violation notice.

1.4.6 Project Utility Coordination Meetings

At any time during the design process the designer may call a utility coordination meeting. Attendance at these meetings is mandatory according to Trans 220. This fact should be mentioned in the letter announcing the meeting. The purpose of the utility coordination meetings is to share information regarding the relocation of utility facilities.

Often companies can work together to be more efficient and to save construction costs. It also provides an opportunity for the designer to explain the timing and construction details of the proposed highway improvement project.

Designers may call for the meeting for their own reasons, or at the request of a utility company. Trans 220 requires that the designer hold a utility coordination meeting if one of the utilities involved requests such a meeting.

See “Utility Coordination Meetings” in this chapter for additional discussion on utility coordination meetings.

1.4.7 Notifications

After the work plans have been reviewed and approved, the designer sends an approval letter to the utility as noted above in the section on Utility Work Plans. However, there are several other notifications that are required by Trans 220.

Ch. Trans 220.05(9), Wis. Adm. Code states WisDOT shall notify the utility by mail not less than 30 calendar days before the owner is required to begin the work provided for in the approved work plan. WisDOT may include a receipt of mailing form, which the owner shall complete and return within 7 calendar days of receipt. This “start work” notice must be sent in order for WisDOT to be in compliance with Trans 220.

Ch. Trans 220.05(10), Wis. Adm. Code requires the contractor to provide a 14 to 16 calendar day notice to the utility for any utility work that is contingent on highway construction operations being completed prior to the utility relocation work being done. Also, the contractor shall follow up with a confirmation notice to WisDOT and the utility not less than 3 working days before the work will be ready for the owner to begin its work.

Ch. Trans 220.05(11), Wis. Adm. Code requires the utility to notify WisDOT when they begin their work and after they have completed their work.

1.5 Utility Correspondence/Activities

All utility-related correspondence should be routed through the Region Utility Unit. The Utility Unit should also be informed of all meetings or other activities, such as field reviews with utility personnel. When appropriate, a representative of the Utility Unit will attend these meetings.

On consultant-designed plans, copies of all correspondence with utilities must be sent to, or routed by, the Utility Unit. The correspondence will be reviewed by the Region Utility Coordinator or their designee prior to the signing of the Utility Status Report.

A Utility Diary, Attachment 1.5.1 Form DT2241, can be used to document the various utility coordination contacts and activities on a project.

The designer is urged to contact the Utility Unit any time there is a question regarding the interpretations or procedures that may affect timely completion of project utility coordination.

1.6 Region Utility Units

Each WisDOT Region office has a Utility Unit, which deals with utility coordination. There are differences in how coordination activities are done in each region. The goal of each region is to have no highway construction delays caused by unexpected utility conflicts. How each region accomplishes this goal varies.

The utility coordinator serves as a liaison between the utility industry, the highway designer, and the highway contractor. The utility coordinator must understand and represent the interests of all three groups. They should strive to facilitate solutions that result in the best overall improvement project. A utility coordinator needs to have good problem-solving skills, they need to be proactive in order to prevent problems, and they need to be good at dealing with different types of people in various (and sometimes stressful) situations. See Attachment 1.6.1 for more thoughts on the role of a utility coordinator.

The Utility Unit is located in the Technical Services Section of each region. The following link provides a list of people who deal with utility coordination:

http://wisconsindot.gov/dtsdManuals/utility/dtsd-utilcoord.pdf

Wis. Stat. s. 86.16 Utility lines on highways; place of poles; penalty.

(1) Any person, firm or corporation, including any foreign corporation authorized to transact business in this state may, subject to ss. 30.44 (3m), 30.45 and 196.491 (3) (d) 3m., with the written consent of WisDOT with respect to state trunk highways, and with the written consent of local authorities with respect to highways under their jurisdiction, including connecting highways, construct and operate telegraph, telephone or electric lines, or pipes or pipelines for the purpose of transmitting messages, water, heat, light or power along, across or within the limits of the highway.

(2) All poles used in the construction of such lines shall be set in such manner as not to interfere with the use of such highway by the public, nor with the use of the adjoining land by the owner thereof; and all pole lines shall hereafter be constructed so as to meet the requirements of the provisions of the state electrical code promulgated by the public service commission.

(3) No tree shall be cut, trimmed or the branches thereof cut or broken in the construction or maintenance of any such line without the consent of the owner of the tree.

(4) Any person erecting any telephone, telegraph, electric light or other pole or stringing any telephone, telegraph, electric light or other wire, or constructing any pipes or pipe lines in violation of the provisions of this section shall forfeit a sum not less than $10 nor more than $50.

(5) Any person, firm or corporation whose written application for permission to construct such lines within the limits of a highway has been refused, or has been on file with WisDOT or local authority for 20 days and no action has been taken thereon, may file with WisDOT or local authority a notice of appeal to the division of hearings and appeals. WisDOT or local authority shall thereupon return all of the papers and action of WisDOT or local authority to the division of hearings and appeals, and the division of hearings and appeals shall hear and try and determine the appeal on 10 days' notice to WisDOT or local authority, and the applicant. The order entered by the division of hearings and appeals shall be final.

History: 1977 c. 29 s. 1654 (8) (d), (e); 1979 c. 34; 1981 c. 347 s. 80 (2); 1989 a. 31; 1993 a. 16, 490; 1997 a. 204; 2007 a. 63.

Cross-reference: See also s. Trans 200.05, Wis. adm. code.

Pipelines to transport water under sub. (1) include wastewater as well as freshwater pipelines. Review of a town's refusal to grant permission to a city to construct a sewer line was within the scope of DHA's authority under sub. (5). Town of Barton v. Division of Hearings & Appeals, 2002 WI App 169, 256 Wis. 2d 628, 649 N.W.2d 293, 011209.

Wis. Stat. s. 182.017 Transmission lines; privileges; damages.

(1g) Definitions. In this section:

(a) "Commission" means the public service commission.

(b) "Company" means any of the following:

1. A corporation, limited liability company, partnership, or other business entity organized to furnish telegraph or telecommunications service or transmit heat, power, or electric current to the public or for public purposes.

2. An independent system operator, as defined in s. 196.485 (1) (d).

3. An independent transmission owner, as defined in s. 196.485 (1) (dm).

4. A cooperative association organized under ch. 185 or 193 to furnish telegraph or telecommunications service.

5. A cooperative association organized under ch. 185 to transmit heat, power, or electric current to its members.

6. An interim cable operator, as defined in s. 66.0420 (2) (n).

7. A video service provider, as defined in s. 66.0420 (2) (zg).

(bm) "Municipal regulation" means any contract, ordinance, resolution, order, or other regulation entered into, enacted, or issued by a municipality before, on, or after July 2, 2013.

(c) "Municipality" means a city, village, or town.

(cq) "Telecommunications service" means the offering for sale of the conveyance of voice, data, or other information, including the sale of service for collection, storage, forwarding, switching, and delivery incidental to such communication regardless of the technology or mode used to make such offering.

(ct) "Urban rail transit system" means a system, either publicly or privately owned, which provides transportation by rail in a municipality to the public on a regular and continuing basis and which begins service on or after July 2, 2013.

(d) "Video service network" has the meaning given in s. 66.0420 (2) (zb).

(1r) Right of way for. Any company may, subject to ss. 30.44 (3m), 30.45, 86.16, and 196.491 (3) (d) 3m. and to reasonable regulations made by any municipality through which its transmission lines or systems may pass, construct and maintain such lines or systems with all necessary appurtenances in, across or beneath any public highway or bridge or any stream or body of water, or upon any lands of any owner consenting thereto, and for such purpose may acquire lands or the necessary easements; and may connect and operate its lines or system with other lines or systems devoted to like business, within or without this state, and charge reasonable rates for the transmission and delivery of messages or the furnishing of heat, power, or electric light.

(2) Not to obstruct public use. But no such line or system or any appurtenance thereto shall at any time obstruct or incommode the public use of any highway, bridge, stream or body of water.

(3) Abandoned lines removed. The commission after a public hearing as provided in s. 196.26, and subject to the right of review as provided in ch. 227, may declare any line to have been abandoned or discontinued, if the facts warrant such finding. Whenever such a finding shall have been made the company shall remove such line, and on failure for 3 months after such finding of abandonment or discontinuance, any person owning land over, through or upon which such line shall pass, may remove the same, or the supervisors of any town within which said lines may be situated, may remove the said lines from the limits of its highways, and such person or supervisors shall be entitled to recover from the company owning the lines the expense for labor involved in removing the property.

(4) Location of poles. In case of dispute as to the location of poles, pipes or conduits, the commissioners appointed in condemnation proceedings under ch. 32 may determine the location. In no case, except where the owner consents, shall poles be set in front of or upon any residence property, or in front of a building occupied for business purposes, unless the commissioners find that the same is necessary and the court may review the finding.

(5) Tree trimming. Any company which shall in any manner destroy, trim or injure any shade or ornamental trees along any such lines or systems, or, in the course of tree trimming or removal, cause any damage to buildings, fences, crops, livestock or other property, except by the consent of the owner, or after the right so to

do has been acquired, shall be liable to the person aggrieved in 3 times the actual damage sustained, besides costs.

(6) Municipal franchise required. No lighting or heating corporation or lighting or heating cooperative association shall have any right hereunder in any municipality until it has obtained a franchise or written consent for the erection or installation of its lines from such municipality.

(7) High-voltage transmission lines. Any easement for rights-of-way for high-voltage transmission lines as defined under s. 196.491 (1) (f) shall be subject to the conditions and limitations specified in this subsection.

(a) The conveyance under ch. 706 and, if applicable, the petition under s. 32.06 (7), shall describe the interest transferred by specifying, in addition to the length and width of the right of way, the number, type and maximum height of all structures to be erected thereon, the minimum height of the transmission lines above the landscape, and the number and maximum voltage of the lines to be constructed and operated thereon.

(b) In determining just compensation for the interest under s. 32.09, damages shall include losses caused by placement of the line and associated facilities near fences or natural barriers such that lands not taken are rendered less readily accessible to vehicles, agricultural implements and aircraft used in crop work, as well as damages resulting from ozone effects and other physical phenomena associated with such lines, including but not limited to interference with telephone, television and radio communication.

(c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement the utility shall:

1. If excavation is necessary, ensure that the top soil is stripped, piled and replaced upon completion of the operation.

2. Restore to its original condition any slope, terrace, or waterway which is disturbed by the construction or maintenance.

3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.

4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.

5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.

6. Repair any drainage tile line within the easement damaged by such construction or maintenance.

7. Pay for any crop damage caused by such construction or maintenance.

8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.

(d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.

(e) The landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the landowner fails to do so, the landowner shall nevertheless retain title to all trees cut by the utility.

(f) The landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.

(g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.

(h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right of way, without the written consent of the landowner.

(i) The rights conferred under pars. (c) to (h) may be specifically waived by the landowner in an easement conveyance which contains such paragraphs verbatim.

(8) Commission review.

(a) Upon complaint by a company that a regulation by a municipality under sub. (1r) is unreasonable, the

commission shall set a hearing and, if the commission finds that the regulation is unreasonable, the regulation shall be void. Subject to pars. (am) to (c), if the commission determines that a municipal regulation that was in effect on January 1, 2007, and immediately prior to January 9, 2008, or that a community standard, as demonstrated through consistent practice and custom in the municipality, that was in effect on January 1, 2007, and immediately prior to January 9, 2008, is substantially the same as the municipal regulation complained of, there is a rebuttable presumption that the latter regulation is reasonable.

(am) A municipal regulation is unreasonable if it has the effect of creating a moratorium on the placement of company lines or systems under sub. (1r) or on the entrance into the municipality of a video service provider, as defined in s. 66.0420 (2) (zg), or is inconsistent with the purposes of s. 66.0420.

(as) Notwithstanding sub. (2), a municipal regulation is unreasonable if it requires a company to pay any part of the cost to modify or relocate the company's facilities to accommodate an urban rail transit system.

(b) A municipal regulation is unreasonable if it requires a company to pay more than the actual cost of functions undertaken by the municipality to manage company access to and use of municipal rights-of-way. These management functions include all of the following:

1. Registering companies, including the gathering and recording of information necessary to conduct business with a company.

2. Except as provided in provided in par. (c), issuing, processing, and verifying excavation or other company permit applications, including supplemental applications.

3. Inspecting company job sites and restoration projects.

4. Maintaining, supporting, protecting, or moving company equipment during work in municipal rights-of-way.

5. Undertaking restoration work inadequately performed by a company after providing notice and the opportunity to correct the work.

6. Revoking company permits.

7. Maintenance of databases.

8. Scheduling and coordinating highway, street, and right of way work relevant to a company permit.

(c) A municipal regulation is unreasonable if it requires a company to be responsible for fees under s. 182.0175 (1m) (bm) that may be assessed to a municipality as a member of the one-call system under s. 182.0175.

(d) It is reasonable for a municipal regulation to provide for the recovery of costs incurred under par. (b) 1., 2., 3., and 7. through a preexcavation permit fee.

(e) It is reasonable for a municipal regulation to provide for the recovery of costs incurred under par. (b) 4., 5., and 6. only from the company that is responsible for causing the municipality to incur the costs.

(9) Time limit for permits. If a municipality establishes a permit process under sub. (1r), the municipality shall approve or deny a permit application no later than 60 days after receipt of the application, and, if the municipality fails to do so, the municipality shall be considered to have approved the application and granted the permit. If a municipality denies a permit application, the municipality shall provide the applicant a written explanation of the reasons for the denial at the time that the municipality denies the application.

History: 1971 c. 40; 1975 c. 68, 199; 1979 c. 34, 323; 1985 a. 297 s. 76; 1989 a. 31; 1993 a. 213, 246, 371; 1997 a. 204; 2005 a. 441; 2007 a. 42; 2011 a. 22; 2013 a. 20 s. 1564m, 1978d to 1978t.

Sub. (2) is a safety statute, the violation of which constitutes negligence per se. An allegation that a power pole located within 4 feet of the traveled portion of a roadway violated this provision stated a cause of action. Weiss v. Holman, 58 Wis. 2d 608, 207 N.W.2d 660 (1973).

Sub. (5) is limited to damages arising from the construction, maintenance, or abandonment of facilities within a right of way. Vogel v. Grant-Lafayette Electric Cooperative, 195 Wis. 2d 198, 536 N.W.2d 140 (Ct. App. 1995), 94-0822.

Sub. (7) (a) governs what must be specified in a conveyance of an easement. Because the easements here were conveyed prior to the enactment of the statute, the conveyances were not subject to the statute's requirements. The circuit court's conclusion that the utility was required to obtain new easements complying with sub. (7) (a) was premised on its erroneous conclusion that the utility's easement rights were limited by the easements' current use. Wisconsin Public Service Corporation v. Andrews, 2009 WI App 30, 316 Wis. 2d 734, 766 N.W.2d 232, 07-2673

Wis. Stat. s. 66.0831 Interference with public service structure.

A contractor with a contract for work upon, over, along or under a public street or highway may not interfere with, destroy or disturb the structures of a public utility, including a telecommunications carrier as defined in s. 196.01 (8m), encountered in the performance of the work in a manner that interrupts, impairs or affects the public service for which the structures may be used, without first obtaining written authority from the commissioner of public works or other appropriate authority. A public utility, if given reasonable notice by the contractor of the need for temporary protection of, or a temporary change in, the utility's structures, determined by the commissioner of public works or other appropriate authority to be reasonably necessary to enable the work, shall temporarily protect or change its structures located upon, over, along or under the surface of a public street or highway. The contractor shall pay or assure to the public utility the reasonable cost of the temporary structure or change, unless the public utility is otherwise liable. If work is done by or for the state or by or for any county, city, village, town sanitary district, metropolitan sewerage district created under ss. 200.01 to 200.15 or 200.21 to 200.65 or town, the cost of the temporary protection or temporary change shall be borne by the public utility.

History: 1973 c. 277; 1983 a. 296, 538; 1993 a. 496; 1999 a. 150 s. 116; Stats. 1999 s. 66.0831.
Cross-reference: See also ss. PSC 165.066, 165.067, and 185.16, Wis. adm. code.

Interference without written authority is prohibited only if the parties cannot agree that requested changes are reasonably necessary. A town sanitary district is not a town under the cost provision of this section. Wisconsin Gas Co. v. Lawrenz & Associates, 72 Wis. 2d 389, 241 N.W.2d 384 (1976).

Wis. Stat. s. 182.0175 Damage to transmission facilities.

(1) Definitions. In this section:

(am) "Emergency" means a condition that poses a clear and immediate danger to life or health, or a significant loss of property.

(b) "Excavation" means any operation in which earth, rock or other material in or on the ground is moved, removed or otherwise displaced by means of any tools, equipment or explosives and includes grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving and means any operation by which a structure or mass of material is wrecked, razed, rended, moved or removed.

(bm) "Excavator" means a person who engages in excavation.

(bt) "Local governmental unit" means a political subdivision of this state, a special purpose district in this state, an instrumentality or corporation of such a political subdivision or special purpose district, a combination or subunit of any of the foregoing or an instrumentality of the state and any of the foregoing.

(bu) "Pavement" means asphalt or concrete pavement.

(bv) "Private transmission facilities" means transmission facilities that are owned by a person, other than a governmental unit, and that are located on private property owned or leased by that person and that do not cross a public right of way.

(c) "Transmission facilities" includes all pipes, pipelines, wires, cables, ducts, wirelines and associated facilities, whether underground or aboveground, regardless of the nature of their transmittants or of their in-service application. The term includes, but is not restricted to, utility facilities, government-owned facilities, facilities transporting hazardous materials, communications and data facilities, drainage and water facilities and sewer systems. The term does not include culverts.

(d) "Working days" means days other than Saturday, Sunday and legal holidays.

(1m) One-call system.

(a)Statewide system. Owners of transmission facilities, other than private transmission facilities, shall establish or designate a nonprofit organization governed by a board of directors as the operator of a one-call system and shall be members of the system. The one-call system shall be a statewide communication system in which a single operational center receives excavation notices and transmits notice information to affected-member transmission facilities owners. Owners of private transmission facilities may be members.

(bm)Membership fees. A member may be assessed an initial start-up fee equal to the system's costs in adding the member to the one-call system, except that any initial start-up fee may not exceed $100 for a member whose transmission facilities serve less than 5,000 customers. For purposes of assessing the initial start-up fee, affiliated transmission facilities owners shall be considered a single member. Under this paragraph, a transmission facilities owner is affiliated with another transmission facilities owner if the transmission facilities owner, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the other transmission facilities owner. Members shall also be assessed a fee per notice of intended excavation activity. Membership in the one-call system ceases if a fee assessed under this paragraph is more than 90 days past due. A transmission facilities owner may be reinstated as a member upon payment of the amount past due.

(c)Liability. Any transmission facilities owner who is required to be a member of the one-call system and has not complied with the membership requirement is liable for all damages to the owner's transmission facilities and for any other damages that occur as a result of a properly noticed excavation to the one-call system.

(d)System functions. The one-call system shall do all of the following:

1. Publicize the availability and use of the one-call system.

2. Provide toll-free communication to the one-call system.

3. Accept notices of intended excavation activity.

4. Accept notices of intended emergency location or emergency excavation activity 24 hours a day.

4m. Disclose to persons providing notice that the one-call system does not include private transmission facilities as required under par. (e) 1.

5. Inform the person providing notice of the names of affected-member transmission facilities owners who will receive the notice information.

6. Promptly transmit notice information to affected-member transmission facilities owners.

7. Retain records of notices for a period of not less than 6 years.

(e)Information system.

1. The operator of the one-call system shall ensure, through information distributed to the public by phone, Internet, or printed materials, that a person providing notice on intended excavation activity is informed that private transmission facilities are not subject to the one-call system and that the person providing notice is referred to other entities to be contacted by the person for determining the location of private transmission facilities. In providing this information, the operator shall specifically use the term "propane" in describing the type of private transmission facilities that are not subject to the one-call system.

2. WisDOT of safety and professional services may promulgate a rule that requires retail suppliers, as defined in s. 101.16 (1) (d), of propane to inform their customers each year of the obligation of owners of transmission facilities under this section.

(2) Excavator and planner responsibilities.

(a)Planning. Every person who is responsible for the preparation of plans and specifications for nonemergency excavation and every excavator shall do all of the following:

1. Take reasonable action to learn the location of any transmission facilities in and near the area where the excavation is to be conducted.

2. Plan the excavation to avoid to the extent possible interference with transmission facilities in and near the excavation area.

(am)Excavation notice. An excavator shall do all of the following:

1. Provide advance notice not less than 3 working days before the start of nonemergency excavation to the one-call system.

2. In an emergency, take all reasonable precautions to avoid to the extent possible interference with existing transmission facilities in and near the excavation area and notify as promptly as possible the owners of transmission facilities which may be affected by the emergency excavation.

3. Maintain an estimated minimum clearance of 18 inches between a marking for an unexposed underground transmission facility that is marked under sub. (2m) and the cutting edge or point of any power-operated excavating or earth moving equipment, except as is necessary at the beginning of the excavation process to penetrate and remove the surface layer of pavement. When the underground transmission facility becomes exposed or if the transmission facility is already exposed, the excavator may reduce the clearance to 2 times the known limit of control of the cutting edge or point of the equipment or 12 inches, whichever is greater.

4. Provide a repeat notice to the one-call system if marks are destroyed or covered by excavation site activities, if the excavation does not start within 10 days of the scheduled start date or if excavation is interrupted for more than 10 days.

5. Provide support for existing transmission facilities in and near the excavation area that may be reasonably necessary or that is specified by the transmission facility owner for the protection of the facilities, unless protection is required of the owner of the transmission facility under s. 66.0831.

6. Before backfilling, inspect all transmission facilities exposed during excavation to ascertain if the transmission facilities have been or may have been struck, damaged, dislocated or disrupted.

6m. Refrain from backfilling an excavation until an inspection is conducted and any necessary repairs have been made by the owner of the transmission facility.

7. Immediately notify the owner of a transmission facility if an inspection reveals that the transmission facility has been or may have been struck, damaged, dislocated or disrupted.

8. Backfill an excavation as specified by the owner of the existing transmission facilities or in a manner and with materials that may be reasonably necessary for the protection of, and to provide reliable support during backfilling and following backfilling for, existing transmission facilities in and near the excavation area.

(bm)Notice. An excavation notice shall include all of the following information:

1. The name of the person providing notice.

2. The name, address and telephone number of the excavator.

3. The specific location and description of the excavation area, including the county, place, street address, nearest intersecting road, distance and direction from the nearest intersection and marking instructions.

4. A description of the intended excavation activity.

5. The intended starting date of the excavation.

(2m) Transmission facilities owner requirements.

(a)Responsibilities. A transmission facilities owner shall do all of the following:

1. Respond to a planning notice within 10 days after receipt of the notice by conducting field markings, providing records and taking other appropriate responses.

2. Respond to an excavation notice within 3 working days by marking the location of transmission facilities and, if applicable, laterals as provided under par. (b) in the area described in the excavation notice.

3. Provide emergency locater service within 24 hours after receiving a request for that service.

(b)Facilities marking. A person owning transmission facilities, upon receipt of an excavation notice, shall mark in a reasonable manner the locations of transmission facilities at the area described in the notice to enable the excavator to locate the transmission facilities without endangering the security of the facilities or the public. Except as provided in par. (bm), if the person is a local governmental unit and if the excavation notice relates to sewer or water facilities owned by the local governmental unit, the local governmental unit shall also mark the locations within the public right of way of all laterals connected to the sewer or water facilities at the area described in the notice. The marking of facilities shall be completed within 3 working days after receipt of the notice, or if notice is given more than 10 days before excavation is scheduled to begin, marking shall be completed at least 3 working days before excavation is scheduled to begin. If the approximate location of a transmission facility is marked with paint, flags, stakes or other physical means, the following color coding of lines, cables or conduits shall comply with the uniform color code adopted by the American National Standards Institute:

1. Electric power: red.

2. Gas, oil, steam, petroleum or gaseous materials: yellow.

3. Communications, cable television or alarm or signal systems: orange.

4. Water, irrigation or slurry systems: blue.

5. Sewer or drain systems: green.

6. Temporary survey markings: pink.

7. Proposed excavation: white.

(bm)Local governmental units. A local governmental unit is considered to have satisfied the requirement under par. (b) to mark the locations within the public right of way of all laterals connected to sewer or water facilities if the local governmental unit makes available to an excavator, for inspection and making copies, information on the location of such laterals as shown on maps, drawings, diagrams, or other records, that are readily available. If a local governmental unit has no such readily available information regarding such laterals and the local governmental unit provides the excavator with a written notice that the local governmental unit has no such readily available information, the local governmental unit is considered to have satisfied the requirement under par. (b) to mark the locations within the public right of way of all laterals connected to the sewer or water facilities.

(br)Private transmission facilities. Paragraphs (a) to (bm) do not apply to owners of private transmission facilities.

(c)Facilities inspection and repair. Every person owning transmission facilities who receives a notice of possible damage shall inspect the facilities for damage within 6 hours after receipt of the notice if there is risk

of personal injury or loss of life or within 24 hours after receipt of the notice if there is not a risk of personal injury or loss of life and shall repair any damage found as soon as practicable. Unless the owner of any transmission facility is notified or has knowledge of damage to transmission facilities by an excavator, the owner is not responsible for or required to make an inspection of its transmission facilities, nor shall the owner, in the absence of notification or knowledge, be responsible for supervising in any manner the excavation.

(2r) Facilities installed after December 31, 2006. Any person who, after December 31, 2006, installs a nonconductive water or sewer lateral shall also install a locating wire or other equally effective means for marking the location of the lateral. The requirement shall not apply to minor repairs to, or partial replacements of, laterals installed before January 1, 2007.

(3) Penalties.

(a)Forfeitures. Any person who willfully and knowingly violates this section may be required to forfeit $2,000 for each offense. Each day of continued violation constitutes a separate offense.

(b)Misdemeanor. Whoever intentionally removes, moves or obliterates a transmission facilities marking placed by the transmission facilities owner may be fined not more than $500 or imprisoned for not more than 30 days or both. This paragraph does not apply to an excavator who removes or obliterates markings during an excavation.

(4) Right of action. This section shall not affect any right of action or penalty which this state or any person may have.

(5) Right to injunction. If any person engages in or is likely to engage in excavation inconsistent with this section and which results or is likely to result in damage to transmission facilities, the person who owns or operates the facilities may seek injunctive relief in the circuit court for the county in which the transmission facilities are located. If the transmission facilities are owned or operated by a public utility as defined in s. 196.01 (5), including a telecommunications carrier, as defined in s. 196.01 (8m), and the public utility does not seek injunctive relief, the attorney general, upon request of the public service commission, shall seek injunctive relief in the circuit court for the county in which the transmission facilities are located.

History: 1973 c. 277; 1977 c. 350; 1977 c. 449 s. 497; 1983 a. 189; 1985 a. 297 s. 76; 1993 a. 482, 496; 1995 a. 135; 1999 a. 150 s. 672; 2005 a. 425; 2007 a. 96 s. 110; 2007 a. 203; 2011 a. 32.

Wis. Stat. s. 84.09 Acquisition of lands and interests therein.

(1)WisDOT may acquire by gift, devise, purchase or condemnation any lands for establishing, laying out, widening, enlarging, extending, constructing, reconstructing, improving and maintaining highways and other transportation related facilities, or interests in lands in and about and along and leading to any or all of the same; and after establishment, layout and completion of such improvements, WisDOT may, subject to any prior action under s. 13.48 (14) (am) or 16.848 (1), convey such lands thus acquired and not necessary for such improvements, with reservations concerning the future use and occupation of such lands so as to protect such public works and improvements and their environs and to preserve the view, appearance, light, air and usefulness of such public works. Whenever WisDOT deems it necessary to acquire any such lands or interests therein for any transportation related purpose, it shall so order and in such order or on a map or plat show the old and new locations and the lands and interests required, and shall file a copy of the order and map with the county clerk and county highway committee of each county in which such lands or interests are required or, in lieu of filing a copy of the order and map, may file or record a plat in accordance with s. 84.095. For the purposes of this section WisDOT may acquire private or public lands or interests in such lands. When so provided in WisDOT's order, such land shall be acquired in fee simple. Unless it elects to proceed under sub. (3), WisDOT shall endeavor to obtain easements or title in fee simple by conveyance of the lands or interests required at a price, including any damages, deemed reasonable by WisDOT. The instrument of conveyance shall name the state as grantee and shall be recorded in the office of the register of deeds. The purchase or acquisition of lands or interests therein under this section is excepted and exempt from s. 20.914 (1). WisDOT may purchase or accept donations of remnants of tracts or parcels of land existing at the time or after it has acquired portions of such tracts or parcels by purchase or condemnation for transportation purposes where in the judgment of WisDOT such action would assist in making whole the landowner, a part of whose lands have been taken for transportation purposes and would serve to minimize the overall costs of such taking by the public.

(2)If any of the needed lands or interests therein cannot be purchased expeditiously for a price deemed reasonable by WisDOT, WisDOT may acquire the same by condemnation under ch. 32.

(3)(a)WisDOT may order that all or certain parts of the required land or interests therein be acquired by the county highway committee. When so ordered, the committee and WisDOT shall appraise and agree on the maximum price, including damages, considered reasonable for the lands or interests to be so acquired. The committee shall endeavor to obtain easements or title in fee simple by conveyance of the lands or interests required, as directed in WisDOT's order. The instrument of conveyance shall name the county as grantee, shall be subject to approval by WisDOT, and shall be recorded in the office of the register of deeds and filed with WisDOT. If the needed lands or interests therein cannot be purchased expeditiously within the appraised price, the county highway committee may acquire them by condemnation under ch. 32.

(b)Any property of whatever nature acquired in the name of the county pursuant to this section or any predecessor shall be conveyed to the state without charge by the county highway committee and county clerk in the name of the county when so ordered by WisDOT.

(c)The county highway committee when so ordered by WisDOT is authorized and empowered to sell and shall sell at public or private sale, subject to such conditions and terms authorized by WisDOT, any and all buildings, structures, or parts thereof, and any other fixtures or personally acquired in the name of the county under this section or any predecessor. Any instrument in the name of the county, transferring title to the property mentioned in the foregoing sentence, shall be executed by the county highway committee and the county clerk. The proceeds from such sale shall be deposited with the state in the appropriate transportation fund and the expense incurred in connection with such sale shall be paid from such fund.

(d)Section 59.52 (6) (c) shall not apply to any conveyance or transfer made under this section.

(3m)WisDOT may order that all or certain parts of the required land or interest therein be acquired for WisDOT by a board, commission or department of the city, village or town within whose limits the land is located. The city board or city, village or town commission or department shall be created or selected by the common council, village board or town board subject to the approval of WisDOT. When so ordered, the board, commission or department created or selected and WisDOT shall appraise and agree on the maximum price, including damages, considered reasonable for the lands or interests to be so acquired. The city, village or town board, commission or department shall endeavor to obtain easements or title in fee simple by conveyance of the lands or interests required, as directed in WisDOT's order. The instrument of conveyance shall name the state as grantee and shall be recorded in the office of the register of deeds. If the needed lands or interests therein cannot be purchased expeditiously within the appraised price, the city, village or

town board, commission or department may, subject to approval by WisDOT, acquire them by condemnation in the name of the state under ch. 32. The city, village or town attorney may act as counsel in any proceedings brought under authority of this subsection. Special counsel may be employed with the consent of the governor and the secretary. The city, village or town, upon agreement with WisDOT, may pay for the land or interests acquired from city, village or town funds made available for such purpose or not otherwise appropriated, as an advance subject to reimbursement by WisDOT or as part of the city's, village's or town's contribution toward the cost of the improvement.

(Pertinent utility related statute language included here – see statutes for complete language)

History: 1971 c. 40; 1973 c. 118 s. 7; 1977 c. 29 ss. 936, 1654 (1), (8) (a), (b); 1977 c. 272, 418; 1979 c. 310; 1983 a. 27; 1991 a. 39; 1993 a. 246; 1995 a. 201, 406; 1997 a. 27, 35, 282; 1999 a. 83, 186; 2003 a. 33, 211, 327; 2005 a. 25, 392; 2007 a. 20; 2011 a. 32; 2013 a. 20.

Note: Generally, WisDOT has determined that the reasonable price for the acquisition of utility easements is the cost of the relocation of those facilities occupying the easement. See Attachment 11.2.2.

Chapter Trans 220

UTILITY FACILITIES RELOCATION

Trans 220.01 Purpose and scope.
Trans 220.02 Applicability.
Trans 220.03 Definitions.
Trans 220.04 Notification.
Trans 220.05 Project and work plans.
Trans 220.06 Responsibilities.

Trans 220.01 Purpose and scope. The purpose of this chapter is:

(1) To establish the administrative procedures for implementing s. 84.063, Stats., and to prevent delays to proposed state trunk highway improvement projects and contractor delay and expense due to uncertain scheduling of utility relocations.

(2) To define a process and scheduling procedure to deal with utility conflicts with state trunk highway construction and arrange for their timely resolution.

(3) To integrate the utility facility relocation process under s. 84.063, Stats., with several pre−existing statutes and regulations, including the following:

(a) The obligations of utilities and highway planners and contractors under s. 182.0175, Stats.,

(b) The obligations of utilities to pay the cost of protection or changes to utility facilities to accommodate highway work under s. 66.0831, Stats.; and

(c) The obligations of utilities to comply with the conditions of permits issued for the location of utilities within highways under s. 86.07 (2), Stats., and 23 CFR part 645 (April 1, 1993).

(4) To comply with federal law regarding utility accommodation when the project is on any right of way of any federal−aid highway and funded in whole or in part with federal funds (23 USC 109 (l) (1993)).

(5) To make it clear that this chapter is not applicable to railroad facility relocations or adjustments.

History: Cr. Register, February, 1994, No. 458, eff. 3−1−94; **correction in (3) (b) made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.**

Trans 220.02 Applicability. (1) This chapter applies to state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published and for which the department has mailed the notification and plans prescribed in ss. Trans 220.04 and 220.05.

(2) The department shall begin sending the notification and plans prescribed in ss. Trans 220.04 and 220.05 for all state trunk highway improvement projects for which the design process is initiated after this chapter is published. The department will not be required to resend the notification and plans if it has already done so prior to this chapter being published.

(3) This chapter does not apply to the alteration or relocation of railroad facilities.

History: Cr. Register, February, 1994, No. 458, eff. 3−1−94.

Trans 220.03 Definitions. The definition of words and phrases in s. 84.063, Stats., apply to this chapter. In this chapter:

(1) "Business day" means any calendar day of the year exclusive of Saturdays, Sundays and legal holidays.

(2) "Calendar day" means any day of the year; if more than one day, it means any consecutive days of any year or years.

(3) "Compensable work" means utility facility alteration or relocation work for which the department will reimburse the utility facility owner under programs or policies of the department, including s. 84.295 (4m), Stats.

(4) "Contractor" means the person or entity that enters into an improvement project contract with the department under s. 84.06, Stats., and subcontractors or suppliers to the contractor.

(5) "Department" means the department of transportation or its agent.

(6) "Highway" has the meaning given in s. 340.01 (22), Stats.

(7) "Improvement" has the meaning given in s. 84.06 (1), Stats.

(8) "Letting date" means the date the department receives and opens bids for an improvement.

(9) "Mail" means a written transmittal, currently dated and sent to the addressee by regular or certified, return receipt requested United States postal service mail or other means.

(10) "Major reconditioning" means an improvement project which includes pavement resurfacing or minor reconditioning plus shoulder widening, ditch restoration, reduction of curvature or grades and intersection improvements.

(11) "Minor reconditioning" means an improvement project which includes pavement resurfacing, pavement widening, shoulder paving and intersection improvements.

(12) "Noncompensable work" means utility facility alteration or relocation work which the owner must carry out without cost to the department.

(13) "Owner" means the owner of a utility facility.

(14) "Project plan" means a plan for a highway improvement suitable for the design of utility facility alterations or relocations which the department sends to the owner.

(15) "Reconstruction" means an improvement project which rebuilds an existing facility and may include reducing curvature or grades and widening pavement and shoulders.

(16) "Resurfacing" means an improvement project which provides a new roadway surface on an existing pavement and may include minor base patching, intersection paving, shoulder gravel and selective beam guard.

(17) "State trunk highway" means any highway designated as part of the state trunk highway system pursuant to s. 84.02 or 84.29, Stats., exclusive of connecting highways.

(18) "Utility facility" includes cable services.

(19) "Work plan" means a plan of the owner to carry out utility facility alteration or relocation work to accommodate an improvement project of the department.

(20) "Working day" means a business day on which weather and other conditions not under the control of the owner will permit utility facility alteration and relocation work to proceed for at least 8 hours of the day with the normal working force of the owner engaged in performing the controlling item of work in accordance with the owner's approved work plan. In determining the normal working force of the owner, consideration shall be given for any diversion of the owner's working force that is required to respond to an emergency involving restoration of critical utility service.

History: Cr. Register, February, 1994, No. 458, eff. 3−1−94.

Trans 220.04 Notification. (1) The department shall make a reasonable effort to determine what utility facilities are located within the right of way of a proposed improvement project

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by researching permit files, reviewing map files maintained by the department, field investigation or contact with one call locating services, and through contacts with local governmental units.

(2) The department shall identify the owner of facilities determined in sub. (1) by name.

(3) The department shall notify the owner of the proposed improvement by mail. The department may include a receipt of mailing form with the notification, in which case the owner shall complete the form and mail it back to the department within 7 calendar days of receipt.

(4) The notification shall include the name or route number, or both, of the highway, the geographical limits of the improvement, general description of the work to be done, desired date for completion of utility coordination and anticipated year of construction of the improvement.

(5) Within 60 calendar days of mailing the notification referred to in sub. (3), the owner shall provide the information specified in s. 84.063 (2) (b), Stats., by mail; that is, a description and the general location of each utility facility in the vicinity of the improvement. The utility shall reply whether or not it has facilities in the vicinity.

Note: Section 84.063 (2) (b), Stats., reads as follows:

(2) (b) *Within a specified period after the date the notice is received, the utility facility owner shall provide the department with a description and the general location of each utility facility in the proposed highway improvement right−of−way.*

History: Cr. Register, February, 1994, No. 458, eff. 3−1−94.

Trans 220.05 Project and work plans. (1) After the owner responds with the information specified in s. 84.063 (2) (b), Stats., the department shall mail the owner at least one set of the available project plan. The project plan shall show all existing utility facilities known to the department that are located in the right of way where they will conflict with the improvement.

(2) The department may include a receipt of mailing form. If a receipt of mailing form is sent, the owner shall complete the form and mail it back to the department within 7 calendar days of receipt.

(3) The project plan need only show those portions of the improvement which give the project location, the owner's existing utility facilities and how those facilities will be affected by the improvement. The department will also provide any additional and duplicate plan information needed by the owner to design and layout the removal, relocation or adjustment of existing utility facilities and the placement of relocated or additional facilities within the project limits.

(4) The owner shall provide the department with a work plan. The work plan shall be furnished within 60 calendar days after the date of mailing of the project plan by the department for resurfacing projects; within 90 calendar days for minor reconditioning projects; and within 120 calendar days for major reconditioning, reconstruction or new construction projects. Upon owner request or its own initiative, when the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work. An additional 30 calendar days will be allowed to furnish the work plan if coordination is required with other utility facility owners or if the work is compensable.

(5) For noncompensable work, the work plan shall include, in addition to the information required in s. 84.063 (3) (b), Stats., a narrative description of what work will be done; whether the work is dependent on work by another owner; whether the work will be done prior to highway construction and which work will be necessary to coordinate with the work of the contractor; when the work will be started and the length of time in working days required to complete the work. A listing of approvals required by governmental agencies and the expected time schedule to obtain those approvals shall be provided. The project plan furnished by the department shall be reviewed by the owner to verify that the owner's utility facilities are shown. If the facilities are not shown, the owner shall mark their location and return the marked up project plan to the department with a dated transmittal. If the utility facilities are shown, the owner shall advise the department by mail and need not return the project plan. For noncompensable work, the owner may also submit a request for a utility alteration or relocation loan pursuant to s. 84.065, Stats., and ch. Trans 30. If the owner's proposed relocated or additional utility facilities will be relocated within the highway right−of−way, a permit application may be submitted at the same time in accordance with "The Policy for the Accommodation of Utilities Within Highway Right− of−Way" of the department.

Note: A copy of this policy may be obtained at no cost upon request to the Division of Highways, Department of Transportation, P.O. Box 7916, Room 651, Madison, WI 53707−7916, telephone (608) 266−0233.

Note: Section 84.063 (3) (b), Stats., reads as follows:

(3) (b) *Within a specified period after receiving the project plans, the owner shall provide the department with a work plan. The period of time within which the owner is required to provide the department with a work plan shall reflect whether the utility facility owner is required to coordinate its work plan with another utility facility owner. The work plan provided by the owner shall include all of the following:*

1. *A copy of the project plans that verifies the location of all of the owner's existing utility facilities specified on the plans by the department and that identifies the owner's proposed location of relocated* **or additional utility facilities within the right−of−way of the proposed improvement.**

2. *A plan and a schedule of working days necessary to obtain any approval required by a governmental agency and to accomplish any proposed relocation or adjustment required by the proposed improvement.*

(6) For compensable work, in addition to the items specified in sub. (5), the work plan shall include an estimate of cost for utility facilities relocation including appropriate credits for betterments, used life and salvage. An executed conveyance of rights or quit−claim deed to the property occupied by the owner's facilities if one is required by the improvement project may be submitted at this time.

(7) The department shall review the work plan to ensure compatibility with permit requirements, the improvement plans and construction schedule, reasonableness of relocation scheme and reasonableness of cost for compensable work. If the work plan submitted by the owner is not compatible or reasonable, the department shall advise the owner by mail as soon as practicable. If sent through regular mail, the department may include a receipt of mailing form. If a receipt of mailing form is sent, the owner shall complete the form and mail it back to the department within 7 calendar days of receipt. The owner shall submit a revised work plan within 30 calendar days of receipt of advice by the department that the work plan is not compatible or reasonable. The department shall review the revised work plan and if the work plan is still not compatible or reasonable, the work plan revision process shall be repeated. When the work plan is compatible and reasonable, the department shall advise the owner by mail of its approval.

(8) The owner shall notify the department by mail within 15 calendar days of receiving all required approvals from government agencies.

(9) The department shall notify the owner by mail not less than 30 calendar days before the owner is required to begin the work provided for in the approved work plan. The department may include a receipt of mailing form which the owner shall complete and return within 7 calendar days of receipt.

(10) If the owner's approved work plan is dependent on work by the contractor, the contractor shall provide the department and the owner a good faith notice 14 to 16 calendar days before the work is expected to be complete and ready for the owner to begin its work. The contractor shall follow up with a confirmation notice to the department and the owner not less than 3 working days before the work will be ready for the owner to begin its work.

(11) The owner shall notify the department when its work has started. The owner shall complete its work within the time frame described in its work plan. The owner shall notify the department when the work is complete. Notices of work start and work completion shall be sent by mail within 15 calendar days of starting and completing the work, respectively.

The Wisconsin Administrative Code on this web site is updated on the 1st day of each month, current as of that date. See also Are the Codes on this Website Official?

(12) If, prior to the letting date of the highway improvement project, the department's project plan is changed so that additional utility relocation or adjustment work is found necessary, the department shall furnish a revised project plan per subs. (1) to (3), and the owner shall provide the department with a revised work plan per subs. (4) and (5), except that the time allowed for the owner to submit the revised work plan after receipt of the revised project plan shall not exceed 60 calendar days. Revisions to the project plan shall be identified to the owner.

(13) If, after the letting date of the highway improvement project, additional utility relocation or adjustment work is found necessary, the department shall notify the owner. The department and the owner shall agree on a revised work plan.

(14) If additional utility relocation or adjustment work is found necessary after the owner has been notified per sub. (9), refer to s. Trans 220.06.

History: Cr. Register, February, 1994, No. 458, eff. 3–1–94.

Trans 220.06 Responsibilities. (1) If the department requires additional work to a utility facility after the facility has been relocated or adjusted in accordance with a work plan approved by the department, the department shall bear the reasonable cost of the additional work.

(2) If the department requires relocation or adjustment of a noncompensable utility facility that was originally determined, per the work plan, to not need relocation or adjustment, the owner shall bear the cost of the relocation or adjustment.

(3) If the department requires relocation or adjustment of a compensable utility facility that was originally determined, per the work plan, to not need relocation or adjustment, the department shall bear the reasonable cost of the relocation or adjustment.

(4) The owner shall bear the cost of additional work to any portion of its facilities after the facilities have been relocated or adjusted in accordance with a work plan approved by the department if the additional work is required by the department due to error by the owner in preparation of work plans for, field location of, or construction of the relocation or adjustment of its facilities.

(5) The contractor shall be responsible for compliance with s. 182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

(6) (a) The owner shall complete alteration or relocation of its utility facilities in accordance with the work plan approved by the department.

(b) The work shall be completed by the owner within the time frame of the approved work plan.

(7) (a) If the owner has complied with ss. 66.0831, 84.063 and 182.0175, Stats., and this chapter and the utility facilities are damaged by the contractor, the contractor shall be responsible to the owner for damages if the contractor has not complied with s. 182.0175 (2), Stats.

(b) The contractor shall not be responsible for damage to utility facilities if it has complied with ss. 66.0831 and 182.0175 (2), Stats.

(c) If the owner fails to provide a work plan as provided in s. Trans 220.05, or fails to complete the alteration or relocation of its facilities in accordance with the work plan approved by the department as provided in s. Trans 220.05, the owner shall be liable to the contractor for all delay costs and liquidated damages incurred by the contractor which are caused by or which grow out of failure of the owner to carry out and complete its work in accordance with the approved work plan.

(8) If one year or more has passed since the department approved a work plan, the owner may submit a revised work plan that must be considered by the department if it is submitted prior to the letting date and does not affect the letting date.

History: Cr. Register, February, 1994, No. 458, eff. 3–1–94; **corrections in (7) (a) and (b) made under s. 13.92 (4) (b) 7., Stats., Register March 2012 No. 675.**

The Wisconsin Administrative Code on this web site is updated on the 1st day of each month, current as of that date. See also Are the Codes on this Website Official?

Wis. Stat. s. 84.063 Utility facilities relocation.

(1) Definitions. In this section:

(a) "Highway improvement" means a state trunk highway improvement project.

(b) "Utility facility" means any pipe, pipeline, duct, wire line, conduit, pole, tower, equipment or other structure, whether aboveground or underground, used for any of the following:

1. The transmission or distribution of electrical power or light.

2. The transmission, distribution or delivery of heat, water, gas, sewer, telegraph or telecommunication services.

(2) Notification.

(a) If a utility facility is within the right of way of a proposed highway improvement, WisDOT shall identify the owner and notify the owner in writing of the proposed improvement.

(b) Within a specified period after the date the notice is received, the utility facility owner shall provide WisDOT with a description and the general location of each utility facility in the proposed highway improvement right of way.

(3) Plans.

(a) If a utility facility owner provides the information required under sub. (2), WisDOT shall send the utility facility owner at least one set of available project plans for the proposed highway improvement, including the location of the owner's existing utility facilities.

(b) Within a specified period after receiving the project plans, the owner shall provide WisDOT with a work plan. The period of time within which the owner is required to provide WisDOT with a work plan shall reflect whether the utility facility owner is required to coordinate its work plan with another utility facility owner. The work plan provided by the owner shall include all of the following:

1. A copy of the project plans that verifies the location of all of the owner's existing utility facilities specified on the plans by WisDOT and that identifies the owners' proposed location of relocated or additional utility facilities within the right of way of the proposed improvement.

2. A plan and a schedule of working days necessary to obtain any approval required by a governmental agency and to accomplish any proposed relocation or adjustment required by the proposed improvement.

(c) WisDOT shall review and approve a work plan submitted under par. (b) for compliance with permit requirements and to ensure that the plan is reasonable. Approval of a work plan under this paragraph does not waive any requirement for approval of the work plan by any other governmental agency. The utility facility owner shall notify WisDOT when all required approvals have been obtained. After receiving notification that all approvals have been obtained, WisDOT shall notify the owner of the date on which the owner may proceed with its utility facility relocation work.

(d) WisDOT shall notify the utility facility owner of any change in the highway improvement that requires additional relocation or adjustment of utility facilities. WisDOT and the owner shall agree on a reasonable time to accomplish the additional work.

(4) Responsibilities.

(a) If additional utility facility relocation or adjustment work is required under sub. (3) (d), WisDOT shall reimburse the owner for the additional work.

(b) The project contractor shall be responsible for any damages negligently caused to a utility facility.

(c) If the utility facility owner fails to comply with sub. (3), WisDOT or its contractor shall not be liable to the owner for damages to a utility facility resulting from the highway improvement if WisDOT or its contractor complies with s. 182.0175 (2), and the owner shall be liable to WisDOT or its contractor for damages resulting from the failure to comply.

(5) Rules. WisDOT shall promulgate rules to implement and administer this section.

History: 1991 a. 39; 1999 a. 85.

Cross-reference: See also ch. Trans 220, Wis. adm. code.

Trans 220 Action Steps

Trans 220 Reference	By	Action Step
220.04(1)	WisDOT	Identify utility facilities in the area of the project.
220.04(2)	WisDOT	Identify the owner of the utility facilities.
220.04(3)	WisDOT	Notify the owner by mail of the proposed project (DT1077 form)
220.04(3)	Utility	Complete the form and return within 7 calendar days
220.04(5)	Utility	Provide facility information within 60 calendar days
220.05(1)	WisDOT	Send project plans to utilities (DT1078 form & packet)
220.05(2)	Utility	Acknowledge receipt by returning DT1078 form.
220.05(4)	Utility	Supply WisDOT with a work plan within prescribed timeframe
220.05(4)	WisDOT	Conduct a utility coordination meeting that utilities are required to attend. (This step is optional unless requested by a utility or deemed necessary by WisDOT)
220.05(7)	WisDOT	Review work plan compatibility. If incompatible, notify the utility by mail as soon as practicable.
220.05(7)	Utility	Revise work plan and resubmit within 30 days of notification that the work plan in not compatible.
220.05(7)	WisDOT	When the work plan is compatible and reasonable, notify the utility by mail of its approval.
220.05(8)	Utility	Notify WisDOT within 15 days of receiving all required governmental approvals.
220.05(9)	WisDOT	Notify utility by mail not less than 30 days before the utility is required to begin work.
220.05(10)	Contractor	If utility work is dependent on work by the contractor, the contractor shall provide WisDOT and the utility a good faith notice 14 to 16 days before the work is expected to be complete and ready for the utility to begin their work.
220.05(10)	Contractor	The contractor shall follow up with a confirmation notice to the WisDOT and the Utility not less than 3 working days before the work is ready for the utility to begin its work.
220.05(11)	Utility	The utility shall notify WisDOT by mail within 15 calendar days of when its work has started.

220.05(11)	Utility	The utility shall notify WisDOT by mail within 15 calendar days of when the work is complete.
220.05(12)	WisDOT	If prior to the letting there are changes to the plan that affect utility work, the WisDOT shall provide the utility with a revised plan and the utility shall revise its work plan within 60 days. The changes to the plan shall be identified to the utility.
220.05(13)	WisDOT	If after the letting there are changes to the plan that affect utility work, the WisDOT shall notify the utility. The WisDOT and the utility shall agree on a revised work plan.

CORRESPONDENCE MEMORANDUM

Wisconsin Department of Transportation

DT1175 97

Date: February 26, 1999

To: District Project Development Chiefs

From: Bob Bovy, Chief of Design Services & Quality Management

Subject: TRANS 220 Applicability

TRANS 220 dictates the utility coordination process that must be used on all STH improvement projects that are let to contract.

> *TRANS 220.02 Applicability. (1) This chapter applies to state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published.*

The rule does not allow for any exceptions.

I am aware that a few of our let STH projects have not followed the required TRANS 220 utility coordination process. In fact, I have agreed with others that it is not necessary to follow TRANS 220 under certain conditions. If a project does not break ground in any manner (such as a pavement marking project) and working equipment will not interfere with overhead utilities (ie. erecting signs or signals), or if the special provisions direct the contractor to adjust the design to avoid conflicts with existing utility facilities (such as signing or signal projects where objects can be moved without affecting the purpose of the object), then there are no conflicts with utility facilities, and thus there is no need for utility coordination. Technically TRANS 220 must be followed on every let STH project, but practically, following TRANS 220 may be an exercise in paper shuffling on some projects and may be deemed a waste of time and resources on projects where there are no possible conflicts with utilities.

If WisDOT fails to follow TRANS 220, the highway contractor will not be able to recover damages from the utility for any delays caused by the utility. The utility will claim that they did not receive proper notification as specified by law, and they would be correct. In such a case, the contractor will likely file a claim against WisDOT for failing to follow the required utility coordination process which resulted in a delay and damages to the contractor.

> NOTE: We still must follow s.182.0175(2) which requires designers and contractors to locate utility facilities in and near the area where excavation or demolition will take place, and to plan the excavation or demolition to avoid to the extent possible interference with utility facilities in and near the construction area.

There is no problem if the contractor does not hit a utility facility and there are no delays to the contractor. Legally, a utility could complain that they did not receive proper notification, but they would have no real reason to if their facilities are not affected by the project.

Any time WisDOT does not follow the TRANS 220 process on a let STH project, WisDOT is probably assuming the risk of any damages to the highway contractor if there is a utility conflict that delays the highway contractor. We should be very cautious about taking that risk.

By law and administrative rule, the TRANS 220 utility coordination process applies to all let STH projects. Any departure from the rule should be taken with full knowledge of the risks involved. Also, the contractor should be notified, via the special provisions, that the TRANS 220 process was not followed on the project. That will alert them to consider the risk involved when they make their bid.

EJP:U:\UTILITY\GUIDE\FIG2-7

Definition of Highway Improvement

Trans 220.02 Applicability.
(1) This chapter applies to **state trunk highway improvement projects which have utility facilities located on them and are let for construction after this chapter has been published** and for which WisDOT has mailed the notification and plans prescribed in ss. Trans 220.04 and 220.05.

(2) WisDOT **shall begin sending the notification and plans prescribed in ss. Trans 220.04 and 220.05 for all state trunk highway improvement projects for which the design process is initiated after this chapter is published.** WisDOT will not be required to resend the notification and plans if it has already done so prior to this chapter being published.

NOTE: Paragraph (2) requires sending the notifications prescribed in Trans 220.04 and 220.05 for all projects that began after February 1994.

Trans 220.03 Definitions. The definition of words and phrases in s. **84.063**, Stats., apply to this chapter. In this chapter:
(6) "Highway" has the meaning given in s. **340.01 (22)**, Stats.

(7) "Improvement" has the meaning given in s. **84.06 (1)**, Stats.

(17) "State trunk highway" means any highway designated as part of the state trunk highway system pursuant to s. **84.02** or **84.29**, Stats., exclusive of connecting highways. (See below)

Wis. Stat. s. 84.063 Utility facilities relocation.
(1) DEFINITIONS. In this section:
(a) "Highway improvement" means a state trunk highway improvement project.

Wis. Stat. s. 340.01 Words and Phrases Defined.
(22) "Highway" means all public ways and thoroughfares and bridges on the same. It includes the entire width between the boundary lines of every way open to the use of the public as a matter of right for the purposes of vehicular travel. It includes those roads or driveways in the state, county or municipal parks and in state forests which have been opened to the use of the public for the purpose of vehicular travel and roads or driveways upon the grounds of public schools, as defined in s. 115.01 (1), and institutions under the jurisdiction of the county board of supervisors, but does not include private roads or driveways as defined in sub. (46).

Wis. Stat. s. 84.06 Highway Construction.
(1) DEFINITIONS. In this section, "improvement" or "highway improvement" includes construction, reconstruction, rehabilitation, and processes incidental to building, fabricating, or bettering a highway or street, but not maintenance. (Pertinent utility related statute language included here - see statutes for complete language.)

Wis. Stat. s. 84.02 State trunk highway system.
(1) DESIGNATION. The system of highways known as the trunk highway system heretofore selected and laid out by the legislature and by the highway commission and by special legislative state trunk highway committees and approved by said highway commission and as revised, altered and changed by and under authority vested by law in the highway commission, is hereby validated and confirmed and designated the state trunk highway system but without prejudice to the exercise of the power given to change such system, and all acts by which parts of said system were heretofore adopted or declared to be trunk highways are confirmed and validated. Section 82.19 (2) does not apply to the state trunk highway system.

Wis. Stat. s. 84.29 National system of interstate highways.
(2) ROUTES OF INTERSTATE SYSTEM, STATE TRUNK HIGHWAYS. Upon finding by WisDOT that the development of any proposed highway as a route of the national system of interstate highways, hereinafter designated the interstate system or interstate highways, or any portion thereof, including the laying out, construction, maintenance and operation of any part thereof as a freeway or expressway, is in the promotion of the public and social welfare of the state and for the benefit of public travel, WisDOT is empowered and it shall have full authority to lay out, construct, operate and maintain such highway as a part of the state trunk highway system. Except as otherwise provided by this section, all provisions of law relative to the acquisition of land for highway purposes and for surveys, plans, establishing, laying out, widening, enlarging, extending, constructing, reconstructing, improving, maintaining and financing of other state trunk highways shall apply to the interstate highways undertaken in this state.

Correspondence/Memorandum State of Wisconsin

DATE: 11/23/94

TO: Bruce Belscamper, Bruce Eastenson, Daniel Grasser, David Harp, Del Laughlin, Ed Wambold, Gary Knerr, Gerald Kurtz, Gordon Mueller, Gregory Bethke, John P. Burkhardt, Peter Rusch, Richard Vansant, Roger Winter, Ronald Sonntag, Steven C. Smith, Willard Jochimsen, William Gilding, Winston Wills

FROM: Balu Ananthnarayana

SUBJECT: TRANS 220: UTILITY COORDINATION

Attached herein is a copy of Trans 220-Utility Coordination, for your review and action.

Trans 220 became effective on 3/1/94 and it documents specific time frame and activities which utilities and the DOT must conform with, to avoid future conflicts relating to utilities during construction either on improvement projects or state forces activities.

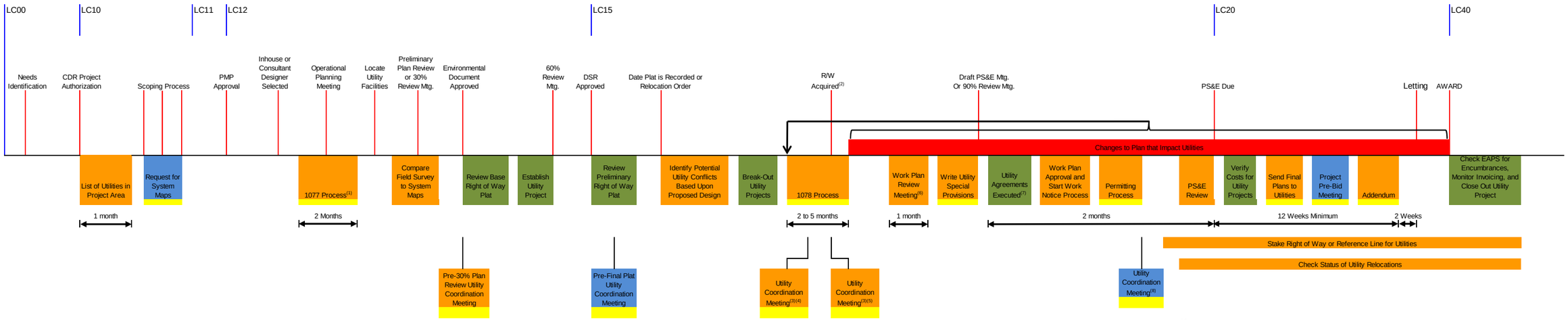
In essence, it states that we must give sufficient lead time for the utility companies to respond to our requests to review and inform us of the utilities which are on our right of way within the area of proposed construction. Future signalization and or any other installation should be planned well in advance and this information must be communicated to the utilities via the districts' utility sections.

We are obligated to follow this administrative rule as this is now the law.

Please work more closely with your district utility coordinator (list attached), so that projects comply with the law. They can also answer your questions, or if you have other questions, call myself or Joe Dresser at (608) 266-2941.

We will discuss this process at the Winter's electricians meeting, but you need to be on board now for plans which you are developing for Spring 95 and later construction.

UTILITY COORDINATION PROCESS



Notes:

(1) Exact starting date is dependent on project complexity and schedule.

(2) R/W Acquired task can be completed no later than the Draft PS&E or 90% Review Meeting. The actual completion date for this task is dependent upon the letting date of the project and the type and quantity of utility relocations required for the project.

(3) It is desirable to have a minimum of two Utility Coordination Meetings during the 1078 Process. Additional meetings should be scheduled depending on scope or complexity of project.

(4) Meeting notice sent with 1078 submittal, meeting scheduled for about 2 weeks after the notice is sent.

(5) Meeting scheduled for 1 week prior to 1078 due date.

(6) There is a 30 day timeframe necessary for the Region to accurately process the work plans & agreements.

(7) There is a 60 day timeframe necessary for Central Office to accurately process agreements.

(8) Depends on scope or complexity of project if meeting should be held.

Project Type (A)	**Utility Processing Duration**	
Resurfacing	60(B)	60
Minor Reconditioning	90-120(B)	90+30(C)
Major Reconditioning or Reconstruction	120-150(B)	120+30(C)

Key

- = Applies to all projects
- = Utilities are required to do something
- = Applies only to projects with plan changes that impact utilities
- = Applies only to projects with compensable utility relocations
- = Applies only to Complex Projects

(A) The type of project is as defined in Administrative Rule Trans 220.

Resurfacing means an improvement project which provides a new roadway surface on an existing pavement and may include minor base patching, intersection paving, shoulder gravel and selective beam guard.

Minor Reconditioning means an improvement project which includes pavement resurfacing, pavement widening, shoulder paving and intersection improvements.

Major Reconditioning means an improvement project which includes pavement resurfacing or minor reconditioning plus shoulder widening, ditch restoration, reduction of curvature or grades and intersection improvements.

Reconstruction means an improvement project which rebuilds an existing facility and may include reducing curvature or grades and widening pavement and shoulders.

(B) An additional 60 days is allowed if changes are made to the plan which will affect utility relocations.
This can affect duration from the time of the 1078 Utility Processing through PS&E Due.

(C) An additional 30 days is allowed if work is compensable or coordination is required with other utilities.

TRANS 220 LOG (All Facility Owners) Wisconsin Department of Transportation
DT1079 7/2008 (Trans 220 WI Admin. Code)

Project Description		**Project Information**		**Project Dates**
Design Project ID:		Improvement Concept:		Operational Planning Meeting:
Construction Project ID:		Required Project Plan Lead Time: Days		Required Project Plan Mailing:
Title/Limits:		FIIPS Life Cycle:		Final Plan Review:
County:				PS&E:
Region:				Let:
Route (Highway):				Project Utility Coordination Complete:
☐ Trans 220	☐ Non-Trans 220	☐ Consultant	☐ Task List Complete	☐ DT1080 (USR) Complete

UTILITY		**1077 NOTIFICATION (60 DAYS)**			**1078 PROJECT PLAN**			**UTILITY WORK PLAN STATUS**					
OWNER	TYPE	DATE SENT 220.04(3)	DATE ACKNOWL-EDGEMENT RECEIVED (DUE – 7 DAYS) 220.04(3)	DATE SYSTEM MAPS OR DESCRIP-TION RECEIVED 220.04(5)	DATE SENT 220.05(1)	DATE ACKNOWL-EDGEMENT RECEIVED (DUE – 7 DAYS) 220.05(2)	REVISED PROJECT PLAN SENT 220.05(12)	REQUIRED RETURN DATE 220.05(4)	DATE RECEIVED	DATE DENIAL NOTICE SENT 220.05(7)	DATE REVISION RECEIVED 220.05(7)	DATE APPROVAL SENT 220.05(7)	DATE START WORK NOTICE SENT 220.05(9)
ATC	Comm	6/15/2011	6/16/2011	6/16/2011	7/3/2013	7/10/2013		11/30/13					
ATC	Elec	6/15/2011	6/16/2011	6/16/2011	7/3/2013	7/10/2013		11/30/13					
City of Mosinee	San	2/14/2013	2/15/2013	2/18/2013	7/3/2013	7/15/2013		11/30/13					
Charter	Comm	6/15/2011	7/12/2011	8/31/2011	7/3/2013	PENDING		11/30/13					
Dairyland	Elec	--	--	No facilities	7/3/2013	7/8/2013		11/30/13	7/8/2013				
Frontier	Comm	6/15/2011	6/16/2011	6/16/2011	7/3/2013	7/19/2013		11/30/13					

PROPOSED HIGHWAY IMPROVEMENT NOTICE

Wisconsin Department of Transportation

DT1077 10/2005 (Trans 220 WI Admin. Code)

Pursuant to s. 84.063 Wisconsin Statutes, this notice advises that the Wisconsin Department of Transportation is planning the improvement identified below.

To– Name, Address, City, State, ZIP Code	From – Name, Address, City, State, ZIP Code
Dustin Brunette Sobieski Sanitary District No. 12 1180 Jaworski Road Pulaski, WI 54162	Cindy O'Connor WisDOT Northeast Region P.O. Box 28080 Green Bay, WI 54324
Improvement Project ID 1145-02-73	County Oconto
Highway Route Number or Name USH 41/141	
Improvement Limits CTH S – CTH D	
General Description of Work to be Done Resurfacing with intersection improvements and median beam guard installation at selected locations. Spot drainage improvements and culvert replacements.	
Utility Coordination Desired Completion Date September 1999	Anticipated Year of Improvement Construction 2001

Transportation Region Name
Northeast region – Green Bay
Consultant Name

(Region or Consultant Representative Signature) (Date)
(If Computer-filled, Brush Script Font)

Region Utility Coordinator
(Title)

NOTICE ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above notice is acknowledged.

☐ We have no utility facilities in the vicinity of the improvement.

☐ We have utility facilities in the improvement vicinity and will provide a description and general location within 60 days of the above notification date as required by Wis. Stat. s.84.063(2)(b).

☐ We have utility facilities in the improvement vicinity; their description and general location are identified below. (Attach additional sheets if necessary.)

Utility Name
Utility Representative Name – Please Print

(Utility Representative Signature) (Date)

(Title)

PROJECT PLAN TRANSMITTAL – REVISED (optional)

Wisconsin Department of Transportation

DT1078 4/2019 (Trans 220 WI Admin. Code)

Pursuant to s. 84.063 Wisconsin Statutes, the Wisconsin Department of Transportation is furnishing the number of sets specified below of the available plan showing all existing utility facilities known to WisDOT where they will conflict with the improvement identified below.

To– Name, Address, City, State, ZIP Code	From – Name, Address, City, State, ZIP Code
Henry Grandys Superior Fuel and Light 124 Clough Road Superior, WI 54880	Jeff Mulloy WisDOT Northwest Region – Superior 1701 North 4th Street Superior, WI 54880
Improvement Project ID 1234-01-70	County Bayfield
Highway Route Number or Name STH 13	
Improvement Limits Washburn - Bayfield	
Number of Plan Set(s) 1	Anticipated Year of Improvement Construction 2002
Project Classification Reconstruction	Work Plan Due Date August 6, 1998

For the purposes of Trans 220.05(4), this improvement is classified as indicated above. Your work plan is required at the above address on or before the due date indicated.

Transportation Region Name
Northwest Region - Superior
Consultant Name

(Region or Consultant Representative Signature) (Date)
(If Computer-filled, Brush Script Font)

Project Development Engineer
(Title)

PROJECT PLAN ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above transmittal is acknowledged.

Utility Name
Utility Representative Name – Please Print

(Utility Representative Signature) (Date)

(Title)

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

RUDI RUDIGER
CHARTER COMMUNICATIONS
5024 HEFFRON ST
STEVENS POINT WI 54481

TRANS 220 PROJECT
WORK PLAN DENIAL

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

This letter is to inform you that I have received your proposed work plan involving the relocation of your facilities for the subject project.

Upon review, your proposed work plan appears to be not compatible or reasonable. Enclosed is a copy of your proposed work plan along with my comments for your use.

Please review these comments, make any necessary changes to your work plan, and resubmit the work plan to me. **Please note that Ch. Trans 220.05(7), Wis. Adm. Code requires that you resubmit your work plan within 30 calendar days of receipt of this letter**.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

RUDI RUDIGER
CHARTER COMMUNICATIONS
5024 HEFFRON ST
STEVENS POINT WI 54481

TRANS 220 PROJECT
WORK PLAN APPROVAL

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

This letter is to inform you that I have received and approved your proposed work plan involving the relocation of your facilities for the subject project and have found it to be in conformance with Ch. Trans 220, Wis. Adm. Code.

The utility portion of the special provisions of the WisDOT highway contract is based on your work plan. If any of this information changes, contact me immediately so that I can correct our contract documents. A copy of the special provisions relating to your company is enclosed. It will be necessary to notify us if any substantial change is made in the planned relocation of the facilities and if you plan to use a subcontractor. Please advise us of the date you plan to start construction and when you have completed the relocation.

You are hereby authorized to proceed with the relocation as submitted in the approved work plan after all necessary permits to occupy highway right of way have been approved. Permits and/or coordination with other agencies may also be required for your proposed relocation. Please contact me if you will require any right of way staking to accommodate your move.

Please keep in mind that this approval constitutes only WisDOT acceptance of your relocation plan. Acceptance of your work plan does not mean that we certify that you have identified all potential conflicts. You may need to obtain approvals, permits, or easements from other parties prior to relocating any utility facilities within or outside the project corridor. You will need to coordinate any other approvals needed directly with the affected parties.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

RUDI RUDIGER
CHARTER COMMUNICATIONS
5024 HEFFRON ST
STEVENS POINT WI 54481

TRANS 220 PROJECT
WORK PLAN APPROVAL

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

This letter is to inform you that I have received and approved your proposed work plan for the subject project and have found it to be in conformance with Ch. Trans 220, Wis. Adm. Code. Enclosed is a copy of the approved work plan for your file.

You have indicated on the work plan that no utility relocation work should be necessary. If however utility conflicts are discovered during construction, please coordinate your work with the contractor to relocate your facilities in a timely manner to prevent delays to our project schedule.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
1681 Second Avenue S
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RUDI RUDIGER
CHARTER COMMUNICATIONS
5024 HEFFRON ST
STEVENS POINT WI 54481

TRANS 220 PROJECT
LATE WORK PLAN

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

I have not yet received a work plan from Charter Communications describing the relocation of facilities for the above project. I need to receive a work plan from you **as soon as possible** in order for me to write the utilities article of the special provisions which will become part of the contract for the project. **Per Ch. Trans 220, Wis. Adm. Code work plans for the project were due on October 27, 2012. Please submit your work plan directly to me.**

Unresolved or unexpected utility conflicts create problems during construction. There is an increased chance of damage to your facilities, delays to the contractor and to our project schedule if conflicts are not addressed and their resolution planned for in advance.

This project will be let to contractor bids in February of 2014 with construction beginning shortly thereafter. Highway contractors bid on the project in part from information in the utilities article of the special provisions, so please include as much detail as possible on what you will need to move, when and how long it will take in your work plan. Please include the number of working days it will take for any work that must be done during construction.

If you have any questions regarding the preparation of the work plan, or if you would like a meeting to review the project please call me at (555) 867-5309.

If you have already submitted a work plan please disregard this letter. Thank you for your cooperation.

Emily Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Emily.Expert@dot.wi.gov

Enclosures: As stated

cc:

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North Central Region
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RUDI RUDIGER
CHARTER COMMUNICATIONS
5024 HEFFRON ST
STEVENS POINT WI 54481

TRANS 220 NON-COMPLIANCE NOTICE

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

Please be informed that as of this date you are not in compliance with s. 84.063, Wis. Stats. and Ch. Trans 220, Wis. Adm. Code. You were sent a project plan for the referenced project on **May 15, 2013 and your work plan was due August 13, 2013.**

I have enclosed a utility worksheet (DT2236) for the referenced project. Please complete and return this worksheet **immediately**. I will accept this as your narrative work plan and it will be reviewed. I need this information to draft the utility article of the special provisions for the construction contract.

If you **DO NOT** anticipate any facility adjustments to accommodate the highway construction, please complete and return this form indicating so.

If you do not respond, our contract special provisions will indicate your failure to comply with Ch. Trans 220, Wis. Adm. Code. As a result, there may be delays to the highway project caused by your failure to comply with s. 84.063, Wis. Stats. This could result in claims being filed against your company.

If you need assistance in developing a work plan, please let me know. You may wish to meet with the region design and maintenance staff to discuss relocation details and permit requirements.

Again, please submit a work plan as soon as possible to minimize any impacts to your company.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
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SALLY SLOWPOKE
LAGGING TELECOM
5024 ALBERTA
STEVENS POINT WI 54481

TRANS 220 PROJECT VIOLATION

RE: Design Project ID: 1166-12-15
Construction Project ID: 1166-12-85
PLAINFIELD - STEVENS POINT
CTH B BRIDGE OVERHEIGHT DETECTION
IH 39, Portage County

On March 1, 2014, Lagging Telecom was sent the Trans 220 Official Notice, along with the DT1078 Project Plan Transmittal for the above noted project. You returned your work plan for the relocation of your facilities on July 28, 2014. The work plan stated that the facilities would be relocated by September 30, 2014. To date, no work has been done. This places your company in violation of the requirements of Ch. Trans 220, Wis. Adm. Code.

This is an official notice that as a result of failing to follow your work plan you are now in violation of the provisions of Trans 220. Your company may now be held liable for the cost of any delays caused by Lagging Telecom which a contractor may incur during the construction of this project. This could include down time, relocation costs of your facilities if a separate contractor must be hired to move them, and liquidated damages if the contractor cannot make their deadline because of delays that you have caused.

It is unfortunate that this Trans 220 process violation has occurred. Lagging Telecom has always been an excellent company to work within the past. It is my belief that we can solve these problems together with a goal of avoiding any utility related construction delays if you act quickly to complete the necessary facility relocations as soon as possible.

Thanking you in advance for your cooperation. If you have any questions or concerns, please call me at (555) 867-5309.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

UTILITY DIARY
DT2241 10/2006 s.84.01(6) Wis. Stats.

Wisconsin Department of Transportation

Company		Construction Project ID (If applicable)	Permit Number (If applicable)
Project Title		Project Limits	
Highway	County	Right-of-Way Project ID (If applicable)	Parcel Number (If applicable)
Trans. 220 Compliant ☐ Yes ☐ No	Compensable ☐ Yes ☐ No	Utility Project ID (If applicable)	Region/Office

Use comments column to record details of telephone conversations, meetings, reference applicable e-mails and record any relevant information regarding improvement projects, utility projects, permit, placement and restoration issues. Trans. 220 dates are to be kept on the Trans. 220 log (DT1079).

Date	Initials	Comments

The Role of a Utility Coordinator

By Ernest J. Peterson, WisDOT State Utility Engineer

Written on September 23, 1997. Revised to fit WisDOT reorganization October 28th, 2005.

First of all, we should never lose sight of our main goal, which I believe is no unforeseen utility problems during our highway construction project. The special provisions should accurately give the contractor an understanding of what he can expect during construction. If he has to work around existing facilities; if utility work will be done after a cut is completed; if temporary utility lines must be installed during construction; if there are overhead lines that will affect crane operations; if he must coordinate with utility construction crews; or if all potential conflicts are resolved prior to construction; all of these things should be explained in the special provisions.

Each project is different. There are times when it is a good idea to get all the utilities together to discuss a project and their respective relocation plans at a utility coordination meeting. TRANS 220 allows for this and even requires participation by the utilities. However, don't abuse this. Everyone is busy and there is no need to schedule a meeting if it isn't going to be useful. If you hold operational planning meetings (OPM), it is a good idea to invite the utilities to the meeting. Ask them to discuss where there facilities are and if conflicts are likely, maybe ask the severity of the conflicts. For example, we may want to shift the road to avoid a transmission line, pipeline, substation, lift station, etc. We should try to design around expensive utility facilities. However, there are times when the utility plans to replace a facility anyway, in that case, it can be to our advantage to work with the utility to relocate in a place that will avoid conflicts with our proposed plans. Utility coordination meetings after the plans have been sent to them and prior to their submittal of work plans might be useful. They can exchange information on where they will be and joint trenching or attachments to each others poles may be possible. It could also provide info that would help in writing the special provisions.

Another one of our goals is to assure that the utility gets all the compensation that they are due. Nothing more and nothing less. We should make them whole, that is, they should be in the same condition after the project as before. In the case where they plan to replace a line (and assuming that at least part of it is compensable), it makes sense for them to time it so that they replace it in conjunction with the required relocate for the highway project. That way we pay part of the cost. The taxpayer and the ratepayers are the winners, with no unnecessary double moves. It eases the burden on the utility, and we don't pay to relocate a relatively new facility, which would be wasteful. This is where the 6-year plans come in handy. A utility can look ahead and try to coordinate with our projects. Of course, this starts to fall apart when we shift our program around. But hopefully, our real estate purchases stay somewhat on track so that the utility can move ahead of our project if the project gets delayed.

We should be sending highway improvement plans to the utilities that are complete enough and legible enough for them to review and determine conflicts with utility facilities, and design a relocated facility that will not interfere with our construction activities. What is appropriate for each job depends on the specifics of each job. A common error that we make is to not send storm sewer, drainage plans, temporary road plans, or bridge plans. A lot of conflicts result from drainage pipes. We also tend to make field adjustments to pipes, which are plan changes that can affect existing utilities.

After the utility reviews the plan and develops their work plan, they submit it to us. Now technically, it is their responsibility to identify all conflicts. However, we are the ones with the problem and delay if they miss a conflict and have to make some changes during our construction. Some regions send a list of potential conflicts with their 1078 plan submittal, along with a disclaimer that it is the utility's responsibility to be sure that all of the conflicts have been identified. Personally, I like this approach. That way, when the work plan comes in it is easy to see if they have addressed all of the conflicts that you were aware of. You also get a good understanding of the project that can help later when reviewing the permit or if problems arise. However, sometimes this takes a lot of time, especially on large projects or urban projects. I think it is a question of when you want to invest the time. Quality often requires more effort early in the process.

At any rate, once you have the work plans, there should be sufficient information to develop the special provisions for the PS&E. Avoid the common mistake of repeating word for word what the utility company has said in their correspondence. Their wording may be vague (intentionally or unintentionally), it may be outright incorrect, or it

may be unacceptable to the way we do business. For example, they may say that it will take 3 months to replace the sewer and water after the pavement has been removed. That may be unacceptable, and would require a 2-year construction contract in a busy urban area. Just because that is what they want to do doesn't make it acceptable to us. What will fit into our construction schedule? What can we live with? This may require some negotiating with the utility. They may have to bring in several crews or hire contractors.

After the work plans are approved, the permits are submitted and must be reviewed and approved. Sometimes the work plans and the permits are sent together, sometimes there is a gap in time of months if not years. The Region Utility Permit Coordinator can explain what they look for in reviewing them. Obviously compliance with the Utility Accommodation Policy is required, as well as a look to see if the permit is in agreement with the approved work plan. It would be embarrassing and costly if they were different and conflicts arose during construction. Once the permit is approved, there is the question of monitoring the permits. In theory, our Maintenance people are out driving the roads and monitoring activity out there. In reality, I don't think much inspection or review of utility work is done. It would be nice if you had the time to check on work associated with an improvement project, to assure that the placement of the facility is in compliance with what you approved in the work plan and permit. That could be a function of a utility construction coordinator.

What variance from the approved permit is allowable? Theoretically, none. Any changes should get prior approval from the Region Utility Permit Coordinator and as-built plans should be attached to the original permit. Is that always practical? Probably not. Each case would be different. In my opinion it all comes down to what makes sense. Any variation that results in a conflict with our highway plan (assuming we build according to the plans we send them) is not acceptable, and should be corrected at the utility's expense. If the utility delays our contractor while they correct their mistake, the utility should bear the cost of that delay. I think most utilities are cooperative when you can show them that they were in error. If they are supposed to be 30 inches deep and are only 12 or 18 inches deep (whether it is an old cable or a new one), they should be willing to relocate at their expense. If they are supposed to be 5 feet from the R/W and are actually 10 feet because they went around a tree, they will likely cooperate as well.

OK, so what if we make changes to the plan? Well, that happens in two different ways, but the answers are the same. If we make changes to the plan during design, and fail to notify the utility of the changes, we may have to pay the cost of utility relocations associated with the changes. If it is a TRANS 220 project, we pay. If it is not a TRANS 220 project, but they moved once already, we pay under the second move policy. If they didn't have to move under the original plan we sent them, but the changes require them to move now, they move at their own expense. The theory being that they occupy the R/W at our convenience, and have to move if they are in our way. In this case the timing of the notification doesn't make a difference. They may grumble, but they can't do much. If we make changes in the field, the same reasoning applies. {Local projects do not have a mandated second move policy.}

What should your role be during construction? Your first action should be to put them in contact with the Project Manager, but always let them know that if they don't get satisfaction they should call you back. We should be developing long term working relationships with the utility companies. The better you know them and they know you, the better you will get along and the smoother the work will be. Don't leave them hanging. Personalities often play a big role in the field. You get stubborn contractors, project managers, foremen, and utility personnel. There will be times when you have to get involved to play referee, to smooth the ruffled feathers of one person or another. Sometimes a face-to-face meeting with a third party involved (you) is all that is required to straighten things out. Sometimes that won't help.

You should have several weapons in your arsenal when big conflicts erupt on a job. First of all, there is you and your personality. Don't be hotheaded and jump to conclusions. Often, the first thing you hear about a problem is not the entire story. Listen to all sides before you say much. Ask a lot of questions. Was it marked properly? How deep was it? Did anyone actually measure it? Do you have proof? Did you take pictures? Did the plans change? What was sent to the utility, and what was built?, etc. If you know some of the parties involved, that will help. Some people just have bad attitudes, and are likely to be troublemakers. Sometimes people aren't listening to the other side. They don't really understand the problem. Other times it is just a conflict of personalities.

Second is the law. It is very specific in some situations. Also, in this category are our policies, such as second move, permits, the accommodation policy, TRANS 220, and the facilities development process.

Third is your working relationship with the utility companies. Try to help them out when you can, all along the facilities development process. Make it easy for them to give you the info you need. The Utility Worksheet is an attempt to help the utility by making it easier for them to give us the info we need. If we can stake right of way for them, we should do it. It helps reduce errors on their part, which result in problems for us during construction. If they have trouble reading our plans, meet with them and help them out. Have Julie DeBauche work with you and them in developing an estimate rather than them struggling and wasting time trying to figure it out. Notify them of OPM's, preconstruction meetings, and utility coordination meetings. If someone doesn't attend, call and find out why not. Let them know of any developments at the meeting they missed that may affect them. Watch out for them, provide them with any information that can help them work with us. I think you'll find that they will be more cooperative when problems arise if they feel that you have helped them in the past.

Part of your working relationship with the companies is your knowledge of the structure of the company. If you are having problems with one person, contact their boss. Maybe arrange for a meeting with all three of you, and, if it is during construction, have our construction people represented. It may be appropriate to have our designer there as well. Be judicious in going over someone's head, but there are times when that is what is needed. Sometimes the person you are having problems with needs additional help and his/her boss doesn't believe it. You could help out by stressing the importance of timely responses, and making the boss realize that additional staff is warranted. Sometimes addressing a small conflict can resolve bigger problems within the utility company, or our process and procedures.

Another weapon in your arsenal is Central Office. We can often help. Or we might be aware of someone else that has had a similar experience. We also have access to the Office of General Counsel, our lawyers. While they are very busy, there are times when their involvement is warranted.

Everything you do should be geared toward avoiding problems during construction. We don't want to get to the point where we have conflicts in the field. We want to head off the problems before they occur. You are doing a good job when people don't realize you do anything. Unfortunately, that can be a problem. Often utility coordination is unappreciated in the regions. I know, I've been there. That is causing us problems now as regions look to cut costs, and reduce manpower. They don't always realize the problems we prevent. When we don't do our job well, the problems can be very visible and expensive to fix. A delay in construction affects hundreds of people that live along and use a roadway.

If a problem does occur, sometimes it is worth the time invested to get to the bottom of the matter. You might find something that you could do differently. You might be able to develop a form to make things easier for the utility to complete or understand; you might figure out that in certain cases a coordination meeting would be helpful; or maybe you have to spend more time with a certain company or worker to make sure they understand what is going on. Who knows? Anything you learn might prevent a similar situation on future projects.

You only have so many hours in a day, and you must decide how to spend them. Ideally, you would be able to follow a job closely from Concept Definition Report to the ribbon cutting ceremony and paying the final bill. Realistically, you don't have time to follow each job that closely. Some jobs are routine and don't require a lot of time, others are more troublesome. It isn't always easy to predict. Sometimes you spend a lot of time on a small job, while a multi-million dollar job goes very smoothly. There is a lot of judgment involved in utility coordination. You have to make decisions on where to spend your time, and you won't always be right. Experience will help, you'll be able to recognize some potential problems before they occur and head them off. No matter how hard you try to prevent problems, no matter to what extent you go to make sure that things go smoothly, there will always be times when you get surprised. I've had a few projects where I didn't do as thorough of a job as I should have, and it came back to haunt me. But, that's life. We are always learning. Every day brings a new challenge, and a new lesson.

2.1 What are Utility Milestones, What do They Mean?

A milestone is a significant event. This chapter will discuss the various significant events that are involved in improvement project utility coordination. Each region may have different terminology, but in essence, the same project activities must take place for every project in every region. This guide will discuss the various significant events but will not attempt to discuss how each region labels the events. Generic "milestones" will be used. For this chapter, the milestones will be capitalized and bolded.

Utilities Identified - This milestone is achieved when the Utility Unit (or designer) has reviewed the project, searched through the utility permits on file (along with other available records), identified all known utilities which may have facilities within the project limits, and provided a list of these utilities to the designer. See Chapter 3, "Utility Identification and Notification," for more information regarding utility identification.

Utilities Notified - This milestone is achieved when the utilities have been notified of the proposed improvement project. For Trans 220 projects, this could include sending the "Proposed Highway Improvement Notice," Form DT1077, along with a cover letter.

The "Proposed Highway Improvement Notice" is a form that provides basic project information to the utility company. See Chapter 3, "Utility Identification and Notification," for more information on this form.

Utility Notified of Potential Conflicts - (Perhaps a better name would be "Plans Sent to Utilities.") This milestone is achieved when plans are sent to the utility companies. The plans must be complete enough to allow the utility to identify conflicts with their existing facilities and to design a utility relocation plan. For Trans 220 projects, this would mean sending the "Project Plan Transmittal," Form DT1078, along with a cover letter and other appropriate documents. See Chapter 10, "Sending Plans to Utilities" for a more detailed discussion on this subject.

Utility Relocation Plans Approved - This milestone is achieved when all utility coordination has been completed for your project. The utility conflicts have been identified and resolved in some manner. For Trans 220 projects, this would mean that you have received and approved all of the utility work plans.

Award Date - This milestone is achieved when the agreement for compensable utility work with a specific utility company has been fully executed, the project has been authorized for charging, AND the funds have been encumbered. More information on the Award Date milestone (aka Schedule Date) can be found in the Program Management Manual, Document 05-05-15, Page 4, subheading "Schedule Date." It states, "...the schedule date reflects the anticipated date that the contract represented by the component will be awarded (moved to Life Cycle Stage 40) and the dollars encumbered."

There should be an Award Date milestone for each compensable utility parcel on your project. There may be times when the utility waives compensation, and there is no utility project ID needed for a particular utility. In that case, this milestone is met when the Utility Coordinator receives a letter from the utility company waiving compensation and the signed original release of rights document.

Another situation is when a utility company has land rights but there is no relocation required. When that occurs, there is no need for a utility project ID but there is a release of rights required. The Award Date milestone would be met when the Region Utility Coordinator receives the signed release of rights document.

Utility Status Report - This milestone is achieved when all necessary utility relocation arrangements and agreements have been made, the Utility Unit has reviewed the final plan, and the Utility Status Report has been signed.

2.2 Scheduling of Utility Milestones

At the beginning of an improvement project, a timeline or schedule is established to assure that the various aspects of the project are completed at the appropriate times to keep the project progressing toward the proposed construction date. Suggested times for scheduling the utility -related milestones are given below. There may be reasons to alter these guidelines, but in general they should be adhered to.

The Utilities Identified milestone should be scheduled one month before the Utilities Notified milestone. Utility Identification can be time consuming, so submit your utility identification request to the Utility Unit early enough

to allow sufficient time for the Utility Unit to complete the work required prior to the milestone date. The time needed will vary from project to project, and is dependent on the size of project and type of work.

The Utilities Notified milestone should be scheduled two months before the Operational Planning Meeting (or other utility-related project meeting early in the design process). That way the Trans 220 proposed highway improvement notice can be combined with the meeting invitation. This will reduce confusion and the amount of correspondence required.

The Utility Notified of Potential Conflicts milestone should be scheduled for a time when plans are available that are sufficiently complete to allow a utility to determine conflicts, and design a relocation plan. The right of way plat should be complete, all drainage (including storm sewer) should be complete, and the location of all structures including retaining walls should be shown. The location of fencing, beam guard, and detention basins also will impact utility facilities. A year prior to PS&E is a good guideline.

The Utility Relocation Plans Approved milestone is tied to the Utility Notified of Potential Conflicts milestone. For Trans 220 projects, when the Utility Unit contacts the utilities via the "Project Plan Transmittal" Form DT1078, they ask the utility company to return the utility relocation plan (or work plan) within the timeframe that is set by law. This timeframe varies between 60 days (the minimum time allowed) and 150 days (the maximum time allowed), depending on the nature of the highway work, i.e. resurface, recondition or reconstruct, and whether there is compensable work involved or coordination is required with another utility company. Also, the first submittal of the relocation plan may not be acceptable to the designer, and if a Trans 220 work plan is rejected, the utility has 30 days to revise it and resubmit it. A good guideline would be to have the Utility Relocation Plans Approved milestone 6 to 8 months after the Utility Notified of Potential Conflicts milestone.

The Award Date milestone should ideally be scheduled one year after the Relocation Order and one year prior to construction. (This assumes that the Relocation Order is approved two years prior to construction.) If there is a possibility that your project will be advanced, you may want to schedule it earlier. However, like the Utility Relocation Plans Approved milestone, this milestone is also tied to the Utility Notified of Potential Conflicts milestone. On Trans 220 projects, the timeframe for the submittal of relocation plans and associated documents is determined by the type of projects involved. This should be considered when establishing this milestone.

The Utility Status Report milestone should be scheduled the same month as the PS&E submittal date. The Utility Status Report should be submitted to the Utility Unit one month prior to the PS&E date.

See Attachment 2.2.1 for more information on the time it takes to process a utility agreement. This information will help in setting the utility project milestones. The Region Utility Coordinator can assist the designer with establishing the utility milestones.

2.3 The Effects of Other Milestones on Utility Milestones

The Utility Notified of Potential Conflicts, Utility Relocation Plans Approved, and Award Date milestones are all very dependent on the right of way plat and improvement plans being complete. The Utility Unit must send the Trans 220 Form DT1078, "Project Plan Transmittal," prints of the right of way plat and a "complete plan" to the utilities so that they can determine the extent of their conflicts with the highway improvement project. For Trans 220 purposes, a "complete plan" is defined as all the information a utility company needs to determine conflicts and to re-engineer their facilities. This would include storm sewer design, intersection details, and any other details that could affect the placement of their facilities.

The utility needs time to develop a relocation plan, determine cost estimates, and have the appropriate documents signed by individuals within their company. This whole process takes time, similar to the design process that we go through. A major relocation of the utility's facilities may even require approval by the Public Service Commission. The utilities prefer to be informed as soon as possible so that they have sufficient time to complete their work prior to construction. Therefore, when the Relocation Order or improvement plans are not done on schedule, it affects the time utilities have to do their work. Also, advancing projects may not be possible if a great deal of utility relocation is necessary and there isn't sufficient time to complete the work prior to the beginning of highway construction.

The Right of Way Clear milestone also affects the utility companies. When the utility is relocating onto new right of way, they cannot begin their construction activities until the right of way has been acquired. A delay in the acquisition of all the parcels needed may delay the utility.

In the case where a utility decides to obtain private easements rather than occupy highway right of way, property owners may not negotiate with the utility until after they are done dealing WisDOT. This can also delay the utility. When the designer is discussing right of way acquisition problems with the real estate specialist, they should be aware of the potential problems with utilities completing their scheduled work on time. Also, changes to the right of way may affect utility relocation plans, and the utilities need to be informed of such changes as soon as possible. Consider this before altering the right of way to satisfy the concerns of a property owner. The utility special provisions may have to be changed when acquisition problems arise.

2.4 Utility Parcel Numbers

Each utility company that has a land interest in proposed right of way, either recorded or prescriptive, should have a parcel number assigned to it. It is often better to have separate parcel ID numbers for each division of a company. For example, you might want one parcel number for the gas operations and one parcel for the electric operations. This can simplify bookkeeping and billing for both the utility and for us. Also, some electric companies treat transmission and distribution as separate divisions. In that case, you may need one parcel for a large transmission line and one parcel for the rest of their electric distribution lines. In the city of Beloit, Alliant Energy Corporation (Wisconsin Power & Light) could have four parcel numbers, one for gas, one for electric, one for electric transmission, and one for water (they are the water utility in Beloit).

It is suggested that the utility parcel numbers be higher numbers than all real estate parcel numbers. For example, if there are 68 real estate parcels, start the utility parcel numbering at 80 or higher. Some people like to start with 100 for utility parcel numbers when there are less than 100 real estate parcels on a project. This makes the utility parcels easier to spot on a plat.

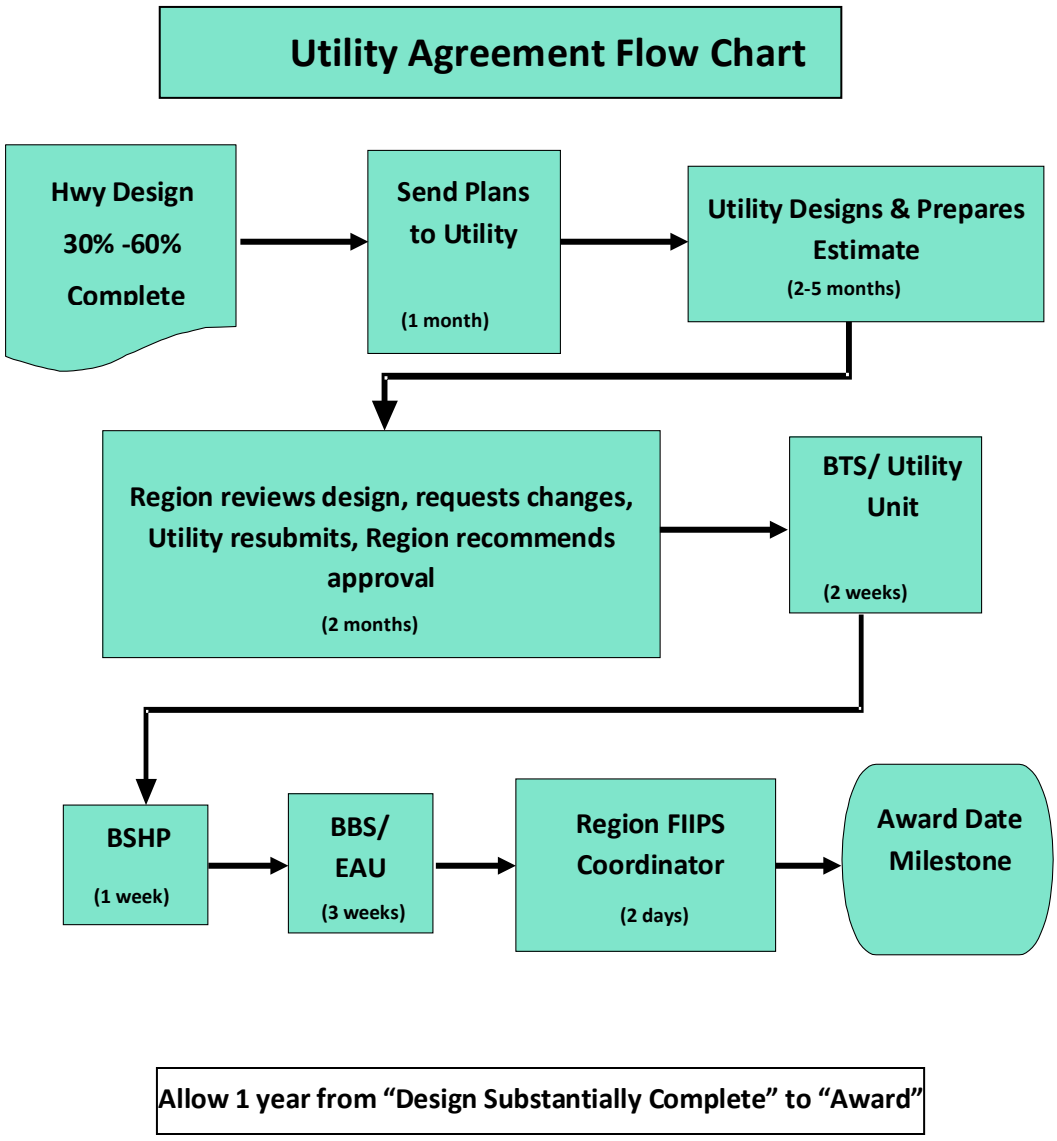
2.5 Utility Project ID Numbers

Utility project ID's should be assigned when it is reasonable to expect that the utility will seek compensation for their relocation. As with parcels, you may want to assign different project IDs for each division of a company. In the past there have been times when a "final" bill was received for the electric work on a project. The project ID was then closed out. Later a bill was received for the gas work, which caused confusion and a lot of extra work to get the bill paid. Separate project ID numbers would have avoided the problem.

Not every parcel will have a project ID number. Some parcels will not require relocation, and some relocations will be so minor that it is not worth the effort to seek compensation.

Utility project IDs are usually in the 40-series, such as 5255-03-40. Some people like to have the last digit of the utility project ID match the last digit on the utility parcel. For example, utility parcel 102 would be project ID 5255-03-42. This works well in some situations but can be problematic when not all utility parcels have utility project IDs. This can lead to sequential numbers not being used when a companion utility parcel number does not seek compensation. When that happens, it becomes difficult to track which project numbers have been used and which numbers are still available.

Check with the Region FIIPS Coordinator for more information on how project ID numbers are created and what information you need to provide to them.


Utility Agreement Flow Chart
Hwy Design 30% -60% Complete
Send Plans to Utility
(1 month)
Utility Designs & Prepares Estimate
(2-5 months)
Region reviews design, requests changes, Utility resubmits, Region recommends approval
(2 months)
BTS/ Utility Unit
(2 weeks)
BSHP
(1 week)
BBS/ EAU
(3 weeks)
Region FIIPS Coordinator
(2 days)
Award Date Milestone
Allow 1 year from "Design Substantially Complete" to "Award"

3.1 Utility Identification

The first step in project utility coordination is identifying the utilities that are on the project. In some regions the Utility Unit will provide a list of utility companies thought to have facilities in the project area. It is important to note that this list may not be all-inclusive. However, the combined efforts of the Utility and Survey Units, the designer, and Diggers Hotline should provide a complete picture of expected utility involvement. Even so, there may be other utilities with facilities in the area that we are not aware of. Also, there may be some municipally or privately owned facilities that cross-existing or proposed highway right of way.

On most projects there will be at least one telecommunication company and one electric company. Many projects will also have a gas company. Urban projects will have at least one cable TV/internet provider and a water & sewer utility. Electric transmission lines (larger poles and bigger wires) are now typically owned by a separate electric company (American Transmission Company in most areas of Wisconsin) from the electric distribution company. Both the transmission company and the distribution company may occupy the same poles and the poles may just have the distribution company name on them.

There are a number of sources of information regarding existing utility facilities and easements. The following is a list of suggested sources of information:

Utility System or Plant Maps. These should be obtained from each utility. The detail and accuracy of these maps will vary. The designer should request these maps in the letter of invitation to the Operational Planning Meeting (OPM). The designer should use these maps to determine whether all facilities have been located, and to determine ownership of poles, underground cables, etc., when questions arise. These maps cannot serve as the sole source of location information. Utility facilities must be field located.

Records of Utility Permits. These permits include drawings of the locations of the permitted facilities. Everyone that places utility facilities (public or private) on highway right of way must obtain a permit prior to placing their facilities. The utility permits are issued through the region Technical Services Section. Each region keeps records of past permits, which can be used to determine existing utility companies in the area. These permits cannot serve as the sole source of location information. Utility facilities must be field located.

Field Survey Information. The designer should request that a survey crew pick up field marked locations of all utilities. If the scope of a project is enlarged and the new construction limits are extended at any time after the utilities have been field located and picked up by a survey crew, then a new survey request to identify utilities in the expanded work area must be submitted.

Designer Field Review. Whenever the designer is reviewing the project in the field, he/she should be looking for evidence of utility facilities. Examples may be valve covers, manholes, warning signs, poles, pedestals, and other utility boxes.

Recorded Utility Easements found in title searches. All easements on each parcel shall be identified. Utility easements of record may go as far back as the early 1900's or before and, since land transfer conveyances do not always include reference to existing easements, title searches for utility easements should be extended back as far as land records will allow. Title searches should be made for all parcels where there is a possibility that work will be performed outside of existing right of way. This should include areas of possible permanent or temporary limited highway easements, temporary construction permits, and right of entry permits. Utility companies may have easement rights within such areas and, whether or not they have facilities in these areas that are in conflict with highway construction, a release of rights must be obtained from the utility before highway construction can begin.

Referrals From Other Utility Companies. In the process of trying to identify ownership of utility facilities, the designer may obtain information from other utility companies. Over time, utility company names change as they are purchased by, or merged with, other companies. Also, sometimes service areas change. For example, Verizon, Inc. may turn over telephone service in one area to AT&T, Inc., which services the adjacent area. When this occurs, Verizon's facilities become AT&T's.

Cable TV. The Wisconsin Cable Communications Association has a phone number you can call to find out which company provides service to an area. Call 1-877-988-6683 and enter in the zip code and it will tell you who the cable provider is in that area.

Public Service Commission. The Wisconsin PSC has a lot of information about utility providers on their website. https://psc.wi.gov/Pages/ForConsumers/Maps.aspx.

A written request for Utility Identification should contain the following information and exhibits:

1. Project ID or "charge number," project name, highway, and county.
2. A copy of the Concept Definition Report
3. A county map of the project area showing project limits.
4. On small projects, or on urban projects, a smaller scale map showing the limits of expected work on the mainline and all side roads. This could be a township map, city map, or portions of the plat book of the area.
5. Designer's name.
6. Date of request, date needed by, and purpose of request. (Is it for an OPM? Information to be used on the plan? etc.)
7. Any additional information or unusual aspects of the project that might be of interest to the Utility Unit, such as the presence of structures on the project and which structures will be rebuilt.
8. If the request is to be used in conjunction with the OPM, include all of the necessary information such as date, time, and location of the OPM.

A suggested format to use for requesting a utility identification from the region utility unit is shown in Attachment 3.1.1. This may be photocopied, filled out, and submitted. Some regions have their own similar formats that they request you use instead of this one.

3.2 Utility Notification

All utilities thought to have facilities within the project area must be notified of the proposed project. For Trans 220 projects, the "Proposed Highway Improvement Notice", Form DT1077, can be used to notify utility companies of upcoming highway projects. This would be the first correspondence sent to the utility regarding a project. A sample of Form DT1077 is shown in Attachment 3.2.1 of this chapter.

Send a letter to all of the utilities identified as having a potential for facilities in the area of the project explaining the nature of the project and asking them to verify if they have facilities in the vicinity of the project. Please provide as much detail regarding the scope of the project as you can.

A pavement-marking project has a considerably different impact on a utility than a reconstruction project does. The fact that a resurfacing project has grading in a few minor areas would be of interest to the utility. The letter should request that the utility send to the designer a copy of its facility maps in the area of the proposed construction. The facility maps can be either paper copies or electronic if their data is compatible with our computer systems. For Trans 220 projects, this letter should accompany the proposed highway improvement notice. The "Proposed Highway Improvement Notice", Form DT1077, can be used to notify the utility. A cover letter for Form DT1077 is shown in Attachment 3.2.2. A notification letter for non-Trans 220 projects is shown in Attachment 3.2.3.

Ch. Trans 220 Wis. Adm. Code requires that a utility company respond within 60 days of receiving the proposed highway improvement notice." Their response must indicate whether or not they have facilities within the project area. If they do have facilities, they must indicate the general location of where their facilities are. The best way for them to do this is to send copies of their system maps in the area of the project. These system maps should be used to verify ownership of utility facilities and to clarify survey data. System maps cannot be used as a substitute for survey field information. Utility facilities must be field located. The accuracy of system map locations is not reliable.

The utility notification can be combined with an invitation to the Operational Planning Meeting, or any other utility coordination meeting that occurs early in the design process. A sample invitation letter is shown in Attachment 3.2.4.

UTILITY IDENTIFICATION REQUEST

PROJECT ID #: _____ COUNTY: _____ HWY: _____

PROJECT DESCRIPTION LIMITS:

_____
_____
_____
_____

****

Please attach a copy of the Concept Definition Report and a map showing the Project Limits. Note: The map should include Town, Range and Section information. If the map does not show this, you must provide the Town, Range and Section information for the beginning of the project.

****

Intended Use: (eg., OPM Invitations, Plan Sheet, etc.) _____

_____

Date Requested: _____ Date Needed: _____

OPM Date: _____ Time: _____ Location: _____

Requested By: _____

Address or Desk Location: _____

---------- FOR UTILITY UNIT USE ONLY ----------

Date Completed: _____ Completed By: _____

Utility Identification Comments:

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

TRANS 220 PROJECT
PROPOSED HIGHWAY IMPROVEMENT NOTICE

CRAIG STUTTGEN
CITY OF ABBOTSFORD
203 NORTH FIRST ST
ABBOTSFORD WI 54405

RE: Design Project ID: 1053-02-33
Construction Project ID: 1053-02-63
ABBOTSFORD - WAUSAU
PORKY CRK& B EAU PLEINE B37-201,202
STH 29, Marathon County

The information in this letter is to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220. Enclosed are the following:

1. A map showing the general location of this project. This project is located in:
   Sections 33, 34 of Town 29 North, Range 02 East, Marathon County.
   Sections 03, 04 of Town 28 North, Range 02 East, Marathon County.
2. A copy of the *Concept Definition Report*, which provides information on the scope of the project.
3. A list of other utility facility owners and contact information. This list may be of benefit to you when coordinating with other utility owners in the area.
4. DT1077, *Proposed Highway Improvement Notice*. **Note: You will need to complete the Notice Acknowledgement portion of the form within seven days of your receiving it and return it in the business reply envelope that is enclosed**. Please make sure that you select one of the three options on this portion of the form.

As noted on the DT1077, Trans 220 requires that you provide within 60 days a description of your facilities within the project limits. "Description" as used here generally means providing a copy of your system maps/facility records.

If these records and maps are stored electronically, we are capable of accepting copies of these facilities on a CD, on a disk, or via e-mail. The software your company uses will determine how we can accept your information. If you use a GIS-based system the information would need to be submitted on a CD or a disk. AutoCAD or MicroStation files can be sent via e-mail to me at the address listed below. If you have any questions about software compatibility or electronic file transfer, please contact me at the number listed below.

Proposed improvement description on bridge B37-201 is a deck overlay and replace open guard rail. On bridge B37-202 is to repair scour, deck overlay and replace all four wing walls.

If you have facilities in the vicinity of this project, I'll be contacting you again with the DT1078, *Project Plan Transmittal*, which will be accompanied by plans approved for use in designing your facility locations. Months, or even a few years, may elapse before these final plans are sent.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Edward Expert
WisDOT Consultant Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov
Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

CHRIS JACKIE
CITY OF GREEN BAY
1265 LOMBARDIE AVE
GREEN BAY, WI 54304

PROPOSED HIGHWAY IMPROVEMENT NOTICE

RE: Design Project ID: 5972-01-01
Construction Project ID: 5972-01-72
STH 11 – USH 14 Road
East and West Mineral Point Road Intersections
STH 184, Rock County

The Wisconsin Department of Transportation has scheduled a highway improvement project for STH 184 at both the east and west intersections with Mineral Point Road in Rock County. This letter is being sent to inform you of this project and to request your help in determining if there are any potential conflicts with your existing facilities. If you do not have any facilities in the area, please let us know and we will remove your name from future mailings.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we will need to know the depth of your facilities, and whether there are any laterals that could conflict with the new storm sewer.

WisDOT discourages attachments to structures. Therefore, the reconstruction of the bridge provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables that are currently attached to this bridge. We expect your company to find another route for your facility that would avoid an attachment to the new structure.

Enclosed are the following:

1. An 8-1/2" x 11" map of Rock County and 8-1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project. This project is in Section 36, Town 3 North, Range 11 East, the Town of Center, Rock County.
2. A copy of the Concept Definition Report, which provides information on the scope of the project.
3. Three preliminary plan sheets, marked 4.3, 4.4, and 4.5 in the upper right hand corner.
4. A list of other utility companies and contact people. This list may be of benefit to you when coordinating with other companies in the area.

Please send me copies of your facility system maps/records for the proposed construction area so that we may use them to compare against our survey information. If you have facilities in the vicinity of this project, I will be contacting you again with project plans approved to use in the design of your facility relocations. Months or even a few years may elapse before these project plans are sent.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions, please contact me at (555) 867-5309.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

Division of Transportation System Development
North Central Region
1681 Second Avenue S
WI Rapids, WI 54495-4768

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 421-8301
FAX: (715) 423-0334
Email: ncr.dtsd@dot.wi.gov

CHRIS JACKIE
CITY OF GREEN BAY
1265 LOMBARDIE AVE
GREEN BAY, WI 54304

TRANS 220 PROJECT
PROPOSED HIGHWAY IMPROVEMENT
NOTICE

RE: Design Project ID: 5972-01-01
Construction Project ID: 5972-01-72
STH 11 – USH 14 Road
East and West Mineral Point Road Intersections
STH 184, Rock County

The information in this letter is meant to satisfy the legal requirements of Trans 220.

An Operational Planning Meeting (OPM) will be held on Wednesday, April 1, 2015 at 9:00 AM in the Green and Rock Rooms at the SW Region Madison Office. We will be discussing our basic project design and asking for input from the people present. This is an excellent time to exchange preliminary information and to make us aware of any impacts that the proposed highway design may have on your facilities. In addition, please come prepared to discuss potential right of way acquisition needs which your company may have.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your facilities and whether there are any laterals that could conflict with the new storm sewer.

WisDOT's Utility Accommodation Policy discourages attachments to structures. Therefore, the reconstruction of the bridge at the Rock River provides an opportunity to design an alternate route for the gas main, sanitary sewer main, and communications cables that are currently attached to this bridge. We expect your company to find another route for your facility that would avoid an attachment to the new structure. Please come to the OPM prepared to discuss this issue.

Enclosed are the following:

1. An 8-1/2" x 11" map of Rock County and 8-1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project. This project is in Section 36, Town 3 North, Range 11 East, the Town of Center, Rock County.
2. A copy of the Concept Definition Report, which provides information on the scope of the project.
3. A list of other utility companies and contact people. This list may be of benefit to you when coordinating with other companies in the area.
4. Form DT1077, "PROPOSED HIGHWAY IMPROVEMENT NOTICE." **NOTE: You will need to return the Notice Acknowledgment at the bottom of this form within seven days of your receiving it, with one of the three options marked.** A business reply envelope is enclosed to assist you. Since the OPM is 60 days from now, you could satisfy the Trans 220 requirements by bringing your facility records/system maps to the meeting.

If your facility records/system maps are stored electronically, we can accept copies on a CD, on a disk, or through e-mail. The software your company uses will determine how we can accept your information. If it were a GIS-based system, the information would have to be provided on a CD or disk. AutoCAD or MicroStation files can be sent via e-mail to me at edward.expert@dot.wi.gov.

If you have any questions about software compatibility or electronic file transfer, please contact Velma Dinkley at (555) 867-5309 or at velma.dinkley@dot.wi.gov.

If you have facilities in the vicinity of this project, I will be contacting you again with “Form DT1078, PROJECT PLAN TRANSMITTAL,” which will be accompanied by plans approved for designing your facility relocations. Months or even a few years may elapse before these project plans are sent.

I would like to thank you in advance for your cooperation and assistance in our project development efforts.

Edward Expert
WisDOT Utility Coordinator
North Central Region Wisconsin Rapids Office
Edward.Expert@dot.wi.gov

Enclosures: As stated

cc:

4.1 Utility Identification

Prior to the Operational Planning Meeting, utilities with facilities on or near the project must be identified. On long complicated projects, or projects involving many local units of government, this can be a difficult and time-consuming process. See Chapter 3, "Utility Identification and Notification" for more information on utility identification.

4.2 Invite Utilities to the Operational Planning Meeting

Early in the design process, the utilities should be invited to the Operational Planning Meeting (OPM) or a similar scoping type of meeting. Attachment 4.2.1 is an example letter of invitation for a non-Trans 220 project, or a project where the initial notification has already occurred.

For Trans 220 projects, it is suggested that you combine the OPM invitation with the Trans 220 proposed highway improvement notice," which must be sent to utility companies for all STH projects except for connecting streets. The "Proposed Highway Improvement Notice," Form DT1077, can be used to notify the utility. Attachment 3.2.3 in Chapter 3 is an example of a combination notification and OPM invitation letter. (See Chapter 1 "Introduction" and Chapter 3 "Utility Identification and Notification" for more information on Form DT1077 and Trans 220.)

Utility companies are organizations with a specific hierarchy and have their own internal procedures for routing correspondence and assigning duties. The person who must be notified of the OPM is not necessarily the person who will attend the meeting. While someone in the utility's main or central office must receive the letter of invitation, frequently a representative of the utility's local office will attend the meeting. Therefore, the invitation should be sent about 60 days prior to the OPM.

All the utilities must be invited to the Operational Planning Meeting (or similar meeting). Check with the Region Utility Coordinator to see who will be responsible for sending out the invitations to the utilities. For consultant-designed projects, the consultant's designer is often responsible for inviting the utilities to the OPM **and** sending out the Trans 220 proposed highway improvement notice" unless other arrangements have been made.

Ch. Trans 220 Wis. Adm. Code requires that a utility company respond within 60 days of receiving the proposed highway improvement notice." Their response must indicate whether or not they have facilities within the project area. If they do have facilities, they must indicate the general location of where their facilities are. The best way for them to do this is to send copies of their system maps in the area of the project.

It is desirable to have the utility bring the system maps to the OPM. In order to give the utility company sufficient time to route the OPM invitation to the proper person, research their facilities in the project area, and produce the appropriate system maps, the OPM invitation should be sent about 60 days prior to the OPM. The Region Utility Unit should be invited to all OPM's or scoping-type meetings.

4.3 What to do at the Operational Planning Meeting

- Have all participants sign a register. There should be a column on the register for each participant to indicate whether they would like to receive a copy of the minutes of the OPM.

- As the participants are introducing themselves, note which utilities are present.

- During the portion of the meeting set aside to discuss utilities, request that each of the utility representatives go to the exhibits and show where their existing facilities are located. Also, ask if they have any plans at this time to install future facilities that should be considered during the design of this project.

- If any of the utility companies have existing facilities attached to a structure or propose to attach to the new structure, discuss the pros and cons of these attachments. (See the Utility Accommodation on Structures section below for further discussion on this topic.)

- If you do not already have a copy, ask each utility for a copy of their system maps for the project area. If a utility did not bring a copy of their system maps, request that they send you one.

- Ask if there are any other utilities present. (Some of them may have arrived late, and might have been missed during the initial introductions).

- Ask if there are any other known utility companies in the area that are not represented at the meeting. Utility companies are often aware of other facilities that are in the area.

- Are there any existing or proposed streetlights on the project? If so, begin discussions on how these will be handled during the project. Who will install them? How will they be maintained in the future? Will that work be included in the highway construction contract? Or will that be a separate contract? For more information on street lighting options, see the separate discussion titled "Street lighting – How will it be handled?" in this chapter.

- Call on the representative of the Region Utility Unit for any additional comments.

4.4 After the Operational Planning Meeting

- Send copies of the notes of the OPM to the Region Utility Unit, and any utilities that requested copies at the meeting.

- If you requested a utility to send you system maps at the OPM, follow-up with phone calls until the maps are received.

- If a utility did not send a representative to the OPM, a follow-up letter must be sent to the utility. In this letter, include a copy of the minutes of the OPM, a request for the utility's system maps within the project area if they have not been received, and a request for any other pertinent information that might help us reduce the impact of our highway improvement project on the utility's facilities. The letter should also include additional information such as the designer's name and phone number as shown in the example in Attachment 4.4.1.

4.5 Utility Accommodation on Structures

The July 14, 1997, memo regarding Utility Accommodation on Structures (Attachment 4.5.1) establishes a policy and procedure for allowing utilities to attach their facilities to a bridge when the utility can prove there is no reasonable alternative. When this is permitted, the utility will be charged a fee that is based on the estimated additional design costs caused by the attachment.

In 2001 the Bureau of Structures was created. The 1997 memo in Attachment 4.5.1 refers to the Preliminary Structures and Hydraulics Unit of the Bureau of Highway Development. The Preliminary Structures and Hydraulics Unit is now in the Structures Design Section of the Bureau of Structures.

The request for attachment should be made early in the design process, preferably at the OPM or shortly thereafter. The utilities must be notified at the OPM that they must make their request by the Utility Structure Attachment Deadline established by the Designer, or their request will be denied. **REMINDER: Our policy is to avoid attachments to bridges.** That is our goal. Only in unusual logistical or financial circumstances should we approve attachment to the bridge.

When attachment to a bridge is appropriate, an agreement must be written and signed by both WisDOT and the Utility. A sample agreement is shown in Attachment 4.5.2.

4.6 Placing Overhead Wires Underground

Chapter 11 of the WisDOT Guide to Utility Coordination describes the policy for the payment of costs associated with the relocation and/or adjustment of utility facilities required to accommodate highway improvement projects. If a utility has a land interest and overhead facilities will be replaced with underground facilities, the cost for the placement of underground facilities is typically paid by WisDOT unless such underground placement is considered a betterment. Refer to Chapter 11 of the WisDOT Guide to Utility Coordination for a discussion on betterment. Further questions on this matter are to be directed to the Utility and Access Unit of the Bureau of Technical Services.

There are some hidden costs and potentially unfair financial burdens placed on utility customers that result from the decision to place utility lines underground. Typically the property owner is responsible for all costs from a connection point on the outside of a structure. The utility company pays for any costs from the pole to this connection point. Everything beyond that is the property owner's responsibility. When lines are placed underground, this connection point has to be moved. This would be the property owner's cost. Also, building codes often require that when changes

are made to the connection point, the system inside the building must be brought up to code. For example, current code might require a 100-amp electric service. Many older buildings have 50-amp service. When the connection point is moved, the service must be upgraded to 100-amp service. This may lead to required changes inside the house. These changes could result in further changes, and in the worst case require all new wiring inside the house, including new RFI receptacles in the kitchen and bathroom areas. While in newer or recently remodeled buildings the costs would be minimal, this can be a huge financial burden on property owners, especially in older parts of communities.

Another over-looked impact of undergrounding utility lines is instead of overhead poles and wires, cabinets on the ground surface are required. Transformers and line connections that were previously up on poles now have to be located in cabinets on the ground. Property owners may not want a large green cabinet (or several cabinets when you consider electric, telephone, cable TV and internet service providers) in their front lawn; although this is not a customer choice if the utility facilities are in the public right of way. In older commercial areas where sidewalk goes from the curb to the building there is simply no place for these cabinets. Underground chambers may be possible, but they are even more costly and there needs to be a space for these as well. One solution is to change the service from the street side to the backyards of properties. This adds to the costs and may not even be physically possible on some properties. Newer developments take buried utility locations into consideration in their design so utility service connections and cabinets are accommodated and are generally not an eyesore. Retrofitting existing buildings and development is not so easily done, and is certainly more expensive.

Ch. PSC 130, Wis. Adm Code Attachment 4.6.1 deals with municipal regulation of utilities in public rights of way. Section 130.03(1) states "*Aesthetics alone is not an adequate basis to justify a requirement to install facilities underground."* The rule goes on to say that this statement does not apply if the municipality or a third party agrees to pay the cost difference between standard construction and underground construction.

On the Federal level, since the days of Ladybird Johnson's "Beautify America" program, the under-grounding of utilities is eligible for Federal funding, if it is permissible under state law.

On projects where there are historic properties, mitigation requirements contained in Section 106 of the National Historic Preservation Act of 1966 may result in paying to place utility lines underground. While this is rare, there have been instances where overhead lines were determined to affect the historic nature of the area and part of the project mitigation was to place the lines underground. In this case, the cost of placing the lines underground is considered a legitimate project cost.

WisDOT's Community Sensitive Design initiative does not allow the under-grounding of utility lines to be an eligible expense for the project amenities budget. The reason this is not allowed is because of the cost factor, and because of the possible negative impacts on adjacent property owners.

4.7 Street Lighting – How will it be Handled?

On projects in urbanized areas there may be existing or proposed streetlights within the project limits. There are different ways that the lighting can be upgraded or relocated to accommodate the highway improvement project. The Operational Planning Meeting or Scoping Meeting is the place to discuss how street lighting will be handled on the highway improvement project. Hopefully a decision can be made at the meeting, but if not, at least the discussions should be started at the meeting, with appropriate follow-up and any necessary information gathering to occur shortly after the meeting. The decision on how to handle street lighting should not be left to the later stages of the design process.

The preferred method of handling street lighting is to include the work into the highway improvement project. This allows the highway contractor full control over the scheduling and prosecution of the work.

Another option may be to have the local unit of government make arrangements to have the appropriate work done outside of the highway improvement project. This requires the highway contractor to coordinate with the third party doing the work, but it can eliminate some of the requirements and limitations associated with including the work into the highway contract.

Some municipalities have their own electrical crews that can do the work in a timely manner when the work site is ready. Other municipalities have ongoing contracts or agreements with electrical contractors or electrical utility companies to maintain and upgrade the street lighting systems as necessary. Generally, no State or Federal funding

is used when these arrangements are made. Although, if the work is being done by municipal forces, it may be possible to use a negotiated contract (Local Force Account).

There are times when it is in the best interest of the municipality to have the local electric utility company do the street lighting work and they want to pursue State or Federal funding for the work. WisDOT has received an annual renewable waiver from the competitive bidding process for street lighting work performed by a local electric utility company. This allows the WisDOT to enter into a purchase order with the local electric utility company for the street lighting work. The waiver caps the annual amount of money that can be spent in this manner. Based on annual waiver requests, the annual cap has historically ranged from $400,000 to $600,000. Because of this cap, all projects must be routed through the Bureau of Technical Services Statewide Utility Engineer. The municipality must provide a cost effectiveness finding that explains why the municipality wishes to have the local electric utility company do the work. Long-term maintenance costs can be included in this analysis.

There is no additional funding to do this work, the funding must come from existing project budget sources. The current Local Participation Policy applies to this work. See Attachment 4.7.1 for an excerpt from this policy pertaining to street lighting. Attachment 4.7.2 explains the procedure that must be followed if a community would like to use this new process for obtaining street lighting using State or Federal funding.

Wisconsin Department of Transportation

February 24, 1996

SANDEEP THAGUNNA
K'DU POWER AND LIGHT COMPANY
P. O. BOX 992
MADISON WI 53701

RE: Design Project ID 5972-01-01
Construction Project ID 5972-01-72
STH 11 - USH 14 Road
(East and West Mineral Point Road Intersections)
STH 184
Rock County

An Operational Planning Meeting (OPM) will be held on Wednesday, April 1, 1996, at 9:00 AM in the Green and Rock Rooms at the SW Region Madison Office. We will be discussing our basic project design and asking for input from the people present. This is an excellent time to exchange preliminary information, and to make us aware of any impacts that the proposed highway design may have on your facilities. In addition, please come prepared to discuss potential right of way acquisition needs that your company may have.

We expect that there will be new storm sewer constructed under this highway project. Therefore, we'll need to know the depth of your facilities, and whether there are any laterals that could conflict with new storm sewer. [USE THIS LANGUAGE ONLY WHERE APPROPRIATE.]

The DOT discourages attachments to structures. Therefore, the reconstruction of the bridge at _____ provides an opportunity to design an alternate route for the utility facilities that are currently attached to this bridge. We expect your company to find another route for your facility that would avoid an attachment to the new structure. Please come to the OPM prepared to discuss this issue. [ADAPT AS NEEDED AND USE WHERE APPROPRIATE.]

Enclosed are the following:

1) An 8 1/2" x 11" map of Rock County and 8 1/2" x 11" plat maps of the Towns of Center and Janesville, showing the location of this project.
2) A copy of the Concept Definition Report.
3) Three preliminary plan sheets, marked 4.3, 4.4, and 4.5 in the upper right hand corner

Please bring copies of your system maps for your facilities in the area of this project to the meeting. These maps will be used to verify utility facility ownership on our plans.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions, please contact me at xxx-xxx-xxxx.

Sincerely,

Dustin Brunette
Region Utility Coordinator

Enclosures

Wisconsin Department of Transportation

September 22, 1994

Drew Grodsky
Dodgeville Water Utility
1114 Barnes Street
Dodgeville, WI 53533

Dear Mr. Grodsky:

Operational Planning Meeting Follow-up
Design Project ID 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville-Percussion Rock Road)
STH 23 Iowa County

On September 20, 1994, an Operational Planning Meeting (OPM) was held for the above project. In our July 22, 1994 OPM invitation, I had requested information concerning your utility's facilities within the project limits, suggesting that you provide us with copies of your system maps.

I have not received these maps. I have included a project location map to help you in determining which portions of your facilities may be affected by this project. The system maps will help to correctly identify facility ownership on this project, and will enable the designer to try to minimize the conflicts with your facilities.

Please send a copy of your system maps in this area, along with any other pertinent information, to Dalton Brunette at the above address or notify me if you have no facilities within the project limits. If you have questions about this letter or the project, please call the Project Designer, Rinku Thagunna, at (xxx)-xxx-xxxx, or the Utility Coordinator for this project, Dalton Brunette, at (xxx)-xxx-xxxx.

Copies of the handouts and the notes from the Operational Planning Meeting are enclosed. These will help you in assessing the impacts of this project on your facilities.

Sincerely,

Brian J. Wilson, P.E.
Region Design Supervisor

CORRESPONDENCE/MEMORANDUM **STATE OF WISCONSIN**

DATE: July 14, 1997

TO: District Chief Project Development Engineers
District Chief Systems Planning & Operations Engineers

FROM: John Haverberg, P.E., Director
Bureau of Highway Development

David I. Vieth, Director
Bureau of Highway Operations

SUBJECT: Utility Accommodation on Structures

The following process change for structures on Interstate, United States Highway (USH), and State Trunk Highway (STH) Systems is being implemented to enable the utility/structure accommodation decision to be made in a timely manner and prior to the submittal of the Structure Survey Report. In the past, there have been problems with utility accommodation requests after the structure design had commenced requiring structure plan revisions and project schedule modifications.

The process change is the result of a partnering effort between Transportation District 1 and the Bureau's of Highway Development and Highway Operations. We believe the product is an improvement that will be useful statewide. In addition, this process change will improve the ability of the Wisconsin Department of Transportation (DOT) to capture the costs of utility accommodation in accordance with the *Utility Accommodation Policy*. The change will go into effect for design projects with Operational Planning Meetings (OPM) or the start of final design on a major (EIS) project scheduled on or after October 1, 1997. The Facilities Development Manual (FDM), Bridge Manual, and Maintenance Manual will be updated to reflect this process change.

The DOT *Utility Accommodation Policy*, Section 96.23, states that utility structure attachments should be avoided. When a utility can **justify** that it must attach its facility to a structure, the utility has been accommodated by the issuance of a permit for the attachment. It is also DOT policy that the utility shall be responsible for all DOT costs associated with such attachments including, but not limited to, additional design time, increased bridge deck thickness, and future bridge maintenance. In the past, DOT has not uniformly enforced the policy of charging utilities for the additional design, construction, and maintenance costs incurred due to utility structure attachments.

The following procedure is created regarding utility accommodation on structures:

1. At the OPM or at a special utility meeting after the OPM, all utilities present will be informed that if a structure attachment can not be avoided, a request along with justification for the structure attachment shall be submitted no later than a date hereinafter referred to as the Utility Structure Attachment Deadline (USAD). The justification should be sufficient to prove that there are no reasonable alternatives for the utility other than attaching to the structure. The USAD should be a date selected by the project manager sufficiently in advance of the date for structure survey report submittal to enable the district to analyze the justification. The letter inviting the utilities to the OPM or special meeting or alerting the utilities of the start of final design on a major (EIS) project should emphasize that utility accommodation decisions need to be made in advance of structure design in order to accommodate the utility on the structure and that the USAD is the date selected for the receipt of requests. It should be emphasized that

utility requests for structure attachments received after the USAD will be denied unless the utility can justify the reason for the delay in the accommodation request.

2. If any requests for structure attachments are received, the district shall analyze the request, solicit further information from the utility if necessary, and involve Bureau of Highway Operations personnel as necessary. The Preliminary Structures and Hydraulics Unit of the Bureau of Highway Development shall be consulted to provide their input on the structural and cost impact of the utility accommodation. Based upon the input received, the district shall make the decision on whether the utility meets the *Utility Accommodation Policy* requirements and can be accommodated on the structure. The district shall send a letter to the utility notifying them of whether or not its facility will be accommodated on the structure. If the decision is for accommodation, a copy of this letter shall be attached to the Structure Survey Report. The utility shall provide a general engineering layout with the submittal of all requests for utility accommodation on a structure. This layout shall also be attached to the Structure Survey Report.

3. The district shall request an estimate of design and construction costs from the Preliminary Structures and Hydraulics Unit in the Bureau of Highway Development. This lump sum estimate of costs shall be incorporated into a letter agreement with the utility for reimbursement of these costs. Generally, design and construction costs will only include the effort to provide box outs for the utility in the substructure units, hanger accommodation on the deck, and sufficient structural capacity to support the utility. Hangers, pipe supports, diaphragms, and all other hardware shall be designed by the utility and provided by the utility to the structure contractor. This letter agreement shall be combined with the letter discussed in Article 2 above. The letter agreement also establishes that the utility shall be responsible for all future maintenance costs associated with the attachment. These include the increased costs for structure inspections, painting, repairs, and redecking that the Department may incur due to the attachment's interference with these operations. The utility will be billed for these costs at the time they occur. A sample approval letter/agreement is attached to this memo. The utility shall attach a signed approval/agreement letter with a check made out to the Wisconsin Department of Transportation for the additional design and construction costs for structure attachment to the *Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way* as outlined in the DOT *Utility Accommodation Policy*. The district utility permit coordinator shall submit the signed letter agreement and check to the Department Cashier in the Bureau of Financial Services.

This process change clarifies the procedure for accommodating utilities on Interstate, USH, and STH structures and enhances the method for DOT to capture the cost of accommodation. The scheduling portion of this process change should be used on County Trunk Highway, local, and connecting highway bridges enabling timely decisions on structure accommodation and incorporation in the structure design.

BRGUTL3.DOC

Wisconsin Department of Transportation

APPROVAL LETTER/AGREEMENT

[September 22, 2004]

[Name of Utility Representative]
[Address of Utility]

Dear [Name of Utility Representative]

Project ID [Project ID]
[Project Title, Structure Number, Highway, County]

Your request to attach your [type of facility (i.e.) fiber optic conduit, sanitary sewer, gas main, etc.] to Structure [structure number] is approved.

Your company shall be responsible for all Department costs associated with the attachment including, but not limited to, the additional design time and increased structure cost. We estimate the cost of additional design engineering and structure cost to be a lump sum of $_____. Your company shall also be responsible for all future maintenance costs associated with the attachment. These include the increased costs for structure inspections, painting, repairs, and redecking that the Department may incur due to the attachment's interference with these operations. Your company will be billed for these costs at the time they occur. All this is in accordance with the Department's *Utility Accommodation Policy*.

When you send in your "Application/Permit to Construct and Operate Utility Facilities on Highway Right-of-Way" to me, please attach this signed letter agreement and a check made out to the Wisconsin Department of Transportation for the above amount.

Sincerely,

[Region utility permit coordinator –
or as determined by the Region]

Accepted/Approved for

_____
[Signature of utility representative]

_____
Title

_____
Date

cc: Region Utility Coordinator

Chapter PSC 130

MUNICIPAL REGULATION OF MUNICIPAL RIGHTS-OF-WAY

PSC 130.01 Definitions.
PSC 130.02 Scope.
PSC 130.03 Special design and construction conditions.
PSC 130.04 Discrimination.
PSC 130.05 Management function costs.
PSC 130.06 Bonds and insurance.
PSC 130.07 Restoration.
PSC 130.08 Compliance with existing law.
PSC 130.09 Permanent relocation of utility facilities.
PSC 130.10 Advanced excavation work plans.
PSC 130.11 Facilities mapping.
PSC 130.12 Abandonment.
PSC 130.13 Municipal regulation challenges.

PSC 130.01 Definitions. In this chapter:

(1) "Actual cost" means identifiable costs that are reasonably incurred by a municipality, but does not include a contribution of surplus income to general revenues.

(2) "Municipal regulation" includes any ordinance or resolution adopted by the governing body of a municipality relating to utility use of municipal rights-of-way or any contract entered into by a municipality and a utility relating to utility use of municipal rights-of-way.

(3) "Municipal right-of-way" means a right-of-way owned or controlled by a municipality.

(4) "Municipality" means a city, village, or town.

(5) "Transmission and distribution facilities" includes any utility pipe, pipeline, wire, cable, duct, conduit, fiber optics or radio signal transmission equipment, and associated utility plant and equipment, whether underground or above ground, in a municipal right-of-way.

(6) "Utility" means a public utility, as defined in s. 196.01 (5), Stats., and includes a telecommunications carrier, as defined in s. 196.01 (8m), Stats.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.02 Scope. This chapter applies to complaints involving utility access to and use of municipal rights-of-way within a municipality under ss. 196.499 (1 4) and 196.58 (4), Stats.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.03 Special design and construction conditions. (1) Except as provided in sub. (2), a municipal regulation that requires a utility to install, at the utility's expense, transmission or distribution facilities which are not consistent with the utility's practice for design or construction of utility facilities is unreasonable unless there is an adequate health, safety, or public welfare justification for the requirement. Aesthetics alone is not an adequate basis to justify a requirement to install facilities underground.

(2) Subsection (1) does not apply if all of the following conditions are met:

(a) The municipality or a third party agrees to reimburse the utility for the difference in cost between the standard design or construction techniques of the utility and any special design or construction requirement sought by the municipality.

(b) The special design or construction requirement is consistent with safe and reliable utility construction practices.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.04 Discrimination. Unless there is an adequate health, safety, or public welfare justification, it is unreasonable for a municipality to deny a utility access to a municipal right-of-way or to discriminate between utilities seeking access to municipal rights-of-way.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.05 Management function costs. (1) A municipal regulation is unreasonable if it requires a utility to pay more than the actual cost of functions undertaken by the municipality to manage utility access to and use of municipal rights-of-way. These management functions include all of the following:

(a) Registering utilities, including the gathering and recording of information necessary to conduct business with a utility.

(b) Except as provided in sub. (2), issuing, processing, and verifying excavation or other utility permit applications, including supplemental applications.

(c) Inspecting utility job sites and restoration projects.

(d) Maintaining, supporting, protecting, or moving utility equipment during work in municipal rights-of-way.

(e) Undertaking restoration work inadequately performed by a utility after providing notice and the opportunity to correct the work.

(f) Revoking utility permits.

(g) Maintenance of databases.

(h) Scheduling and coordinating highway, street, and right-of-way work relevant to a utility permit.

(2) A municipal regulation is unreasonable if it requires a utility to be responsible for fees under s. 182.0175 (1m) (bm), Stats., that may be assessed to a municipality as a member of the one-call system under s. 182.0175, Stats.

(3) It is reasonable for a municipal regulation to provide for the recovery of costs incurred under sub. (1) (a), (b), (c), and (g) through a pre-excavation permit fee.

(4) It is reasonable for a municipal regulation to provide for the recovery of costs incurred under sub. (1) (d), (e), and (f) only from the utility that is responsible for causing the municipality to incur the costs.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.06 Bonds and insurance. A municipal regulation may impose reasonable bonding and insurance requirements on a utility seeking a permit to use a municipal right-of-way, provided the municipality has reasonable grounds to question the financial responsibility or compliance ability of the utility.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.07 Restoration. A municipal regulation is unreasonable if it requires a utility to restore a municipal right-of-way to a condition that improves upon the pre-excavation condition.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03.

PSC 130.08 Compliance with existing law. A municipal regulation is unreasonable if it is not in substantial compliance with state statutes, including ss. 66.0831 and 66.1005 (2), Stats.

History: CR 01-077: cr. Register June 2003 No. 570, eff. 7-1-03; **correction made under s. 13.93 (2m) (b) 7., Stats., Register April 2007 No. 616.**

The Wisconsin Administrative Code on this web site is updated on the 1st day of each month, current as of that date. See also Are the Codes on this Website Official?

PSC 130.09 Permanent relocation of utility facilities. (1) A municipal regulation that requires a utility to permanently relocate transmission or distribution facilities in a municipal right−of−way at the expense of the utility is unreasonable unless there is an adequate health, safety, or public welfare justification for the requirement.

(2) A municipal regulation that requires a utility to permanently relocate transmission or distribution facilities in a municipal right−of−way at the expense of the utility substantially for the benefit of a person other than the municipality is unreasonable.

History: CR 01−077: cr. Register June 2003 No. 570, eff. 7−1−03.

PSC 130.10 Advanced excavation work plans. A municipal regulation that requires a utility to submit to a municipality its future construction or excavation work plans is reasonable in order for the municipality to coordinate work within a municipal right−of−way. It is unreasonable for a municipality to deny a permit for a utility excavation not identified on a work plan if the excavation is needed by the utility to restore service to an existing customer or to provide service to a new customer.

History: CR 01−077: cr. Register June 2003 No. 570, eff. 7−1−03.

PSC 130.11 Facilities mapping. For purposes of acquiring a permit, a municipal regulation is unreasonable if it requires a utility to submit a map indicating the location of utility facilities, other than utility right−of−way construction plans and field sketches in the format maintained by the utility, for facilities that are the subject of the permit.

History: CR 01−077: cr. Register June 2003 No. 570, eff. 7−1−03.

PSC 130.12 Abandonment. A municipal regulation is not unreasonable if it requires a utility to notify the municipality of the utility's intent to abandon transmission or distribution facilities and requires the utility to provide a map, at the utility's expense, depicting the location of any facility within that municipality that the utility intends to abandon.

History: CR 01−077: cr. Register June 2003 No. 570, eff. 7−1−03.

PSC 130.13 Municipal regulation challenges. A municipal regulation is unreasonable if it requires that, as a condition of obtaining a permit, the utility agree that the municipal regulation is valid and not subject to challenge.

History: CR 01−077: cr. Register June 2003 No. 570, eff. 7−1−03.

The Wisconsin Administrative Code on this web site is updated on the 1st day of each month, current as of that date. See also Are the Codes on this Website Official?

WISDOT DIVISION OF TRANSPORTATION MANAGEMENT PROGRAM MANAGEMENT MANUAL EXCERPT:

Document 03-25-10
State Highway Programs
Local Participation Policy
Participation

5.4.8 Street Lighting

Replacement street lighting necessitated by the street or road construction is eligible if the affected jurisdiction(s) agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs). In urban areas, provided the affected local jurisdiction(s) agree to accept responsibility for the energy, operation, maintenance, and replacement of the lighting system (including associated costs), new continuous street lighting designed to national standards adopted by WisDOT is 50 percent eligible.

WisDOT will participate in the costs of new continuous street lighting only if it is installed at the time of project construction, except as it may qualify under special funding programs specifically for lighting. Where an alternate design acceptable to WisDOT is installed, 50 percent of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50 percent of actual costs.

Procedure for Purchasing Street Lighting from Local Utility

This procedure is for use with investor-owned electric utility companies. Street lighting to be constructed by municipally owned electric utilities should use a Local Force Account agreement. The Office of General Counsel has stated the Department views the Municipality and the Municipally owned utility as the same entity and therefore the use of a Local Force Account agreement is appropriate.

1. **Region** establishes a project in a municipal area. **Municipality** expresses a desire to have new/revised street lighting in the project area. The preferred method of providing street lighting is to include the street lighting work in the let highway improvement project. If that method is not acceptable to the local government, use the following procedure.

2. The **Region** receives request from **Municipality** to have local electric utility install and maintain street lighting system. There must be an associated highway improvement project. WisDOT will not be involved in stand-alone street lighting projects.

3. The **Municipality** must provide a cost effectiveness finding that shows it is in the public interest to contract with the local utility for the street lighting system. This finding should give the reasons why the Municipality wants to use the local electric utility to do the work. Long-term maintenance costs can be considered in their justification.

The procedure for cost effectiveness findings in Facilities Development Manual Procedure 3-20-12 applies except that at this time there are no programmatic exceptions for street lighting. There may be in the future, but there are none now. Also, Procedure 3-20-12 was written for non-competitive bid contracts with local units of government, so some of the guidance does not apply. A purchase order for street lighting is not a Local Force Account agreement.

4. If the **Region** does not want to go forward, they notify the **Municipality** that the request was denied. If the **Region** concurs, they approve the cost effectiveness finding and forward it to **FHWA** for concurrence if it is a Federal Oversight Project. If the **FHWA** concurs with the cost effectiveness finding, the region proceeds to the next step. *(Note: there must be sufficient money programmed within the project budget to include street lighting. There is no special pot of money set aside for street lighting. It must come from existing funding sources.)*

5. The **Region** authorizes the **Municipality** to obtain a cost estimate from the local electric utility for the work to be done. *(They may have done this already and it may have been part of their cost effectiveness finding. If so, that cost estimate may be used.)* The Public Service Commission regulates the utility company rates, which will vary over time as material and labor prices change. The estimate at this time, which may be several years prior to construction, is just a preliminary estimate so that we may set up the project and schedule the dollar amount. A final estimate will be obtained prior to creating the purchase order.

6. The **Region** sends a copy of the approved cost effectiveness finding to the **State Utility Engineer** in the Bureau of Technical Services Utility and Access Unit. The **State Utility Engineer** will determine if spending authority is available in the scheduled construction year. If the spending authority is still available the **Region** will be notified to proceed with scheduling a project. If additional spending authority is not available, the **Region** will be notified that they cannot proceed with purchasing street lighting using this process.

Note: The Department has received a waiver from the competitive bidding process for street lighting to be constructed by local electric utility companies. This spending authority is currently capped at $600,000 per year. The State Utility Engineer is responsible for monitoring this spending authority.

7. Using the estimate the **Region** develops an agreement or modifies the existing Project Agreement with the **Municipality** to participate in the costs of the street lighting according to the current cost sharing policy. The agreement should make it clear that the **Municipality** is responsible for supplying power to and maintaining the system.

8. The **Region** schedules a project in FIIPS for the work in the appropriate construction season. Notify the State Utility Engineer of the street lighting project ID number. *(See additional notes on scheduling a project on Page 4 of this figure.)*

9. The **Region** enters into a "preliminary" letter agreement (sample on Page 5 of this figure) with the local electric **Utility** to provide the street lighting. This "preliminary" letter agreement includes the estimated costs and assures that the **Utility** will follow all of the requirements for design, providing service, and cost accounting. Utility companies require that the agreement be with the customer but most of them have agreed to accept an agreement from the Department. The **Municipality** must also enter into a long-term agreement with the local electric utility for supplying the power and the maintenance of the street lighting system.

(Note: Most electric companies adjust their rates annually, and cannot enter into an agreement more than one year prior to construction. The estimated dollar amounts prior to that cannot be guaranteed, but are a good basis for establishing the dollar value of a project.)

10. When the construction season approaches, the **Region** obtains a "final" letter agreement (sample on Page 9 of this figure) with revised prices from the **Utility**. This is similar to the "preliminary" letter agreement except that the costs are binding unless the scope of the work changes. The Region TIPS Coordinator uses the "final" letter agreement with the **Utility** to create a Purchase Order for the work. This is the encumbering stage. The purchase order needs a commodity code (a special one was established by the Purchasing, Fleet and Distribution Section of the Bureau of Business Services), Project ID, Description ~ "Utility Services as attached," etc. A copy of the "final" letter agreement with the **Utility** would be attached to the Purchase Order. The Purchase Order uses the project ID number established for the lighting project. The utility company invoice will reference the lighting project ID number. This Purchase Order is an internal WisDOT document, it is not sent to the utility company. This might be somewhat different than other Purchase Orders. The only documents returned to the utility company are the "preliminary" and "final" letter agreements.

(Note: Purchase orders are generally only good for about a year. Creating a Purchase Order several years in advance of construction may cause problems for the purchasing people within the regions. PSC tariffs require that the utility company collect the money before the work is done. However, given the fact that the purchaser is the State most utility companies are willing to do the work first and then bill us.)

11. **Utility** does work & invoices **Region**.

12. **Region** receives invoice from **Utility** and verifies that the work is done.

13. **Region TIPS Coordinator** sends payment to **Utility**.

14. **Municipality** pays their share as part of the normal Project Agreement process.

15. Project is closed out.

NOTES:

There is no special funding set aside specifically for street lighting.

A waiver from the competitive bidding process has been approved, but the amount of money that can be spent using this process in a given year is limited, currently the limit is $600,000.

Projects must be funded according to normal policies and practices.

The current cost sharing policy regarding street lighting applies to these projects.

Permits for the lighting will still have to be obtained from the maintaining authority. The lighting design must meet the current lighting standards.

SETTING UP A STREET LIGHTING PROJECT USING LOCAL ELECTRIC UTILITY IN FIIPS

PROJECT DESCRIPTION SCREEN

1. Legislative Subprogram = As appropriate. 303 will be most typical
2. Functional Type = Construction
3. WisDOT Program = State 3R - Allocated if 303 work.
4. Proratable Eligible = Yes
5. Improvement Concept = As appropriate, Reconstruction - Preservation will be most typical.
6. Improvement Work Type(s) = Lighting

ESTIMATE SCREEN

1. Component Type = MIS (primary component...no delivery)

Note: There is no utility agreement here as in normal utility type projects. A purchase order will be created with the local utility for the entire amount of the work. SPO staff will get this P.O. from the PDS staff.

1. Component Schedule Date = 25th of the month.

FUNDING SCREEN

1. Most projects will be state/local (i.e. state appropriation 363, 373).

Location and other FIIPS data should be entered as appropriate for the project. Please contact the System Support Unit in the Program Finance Section of the Bureau of State Highway Programs in the Division of Transportation Investment Management if you have other FIIPS questions.

Sample preliminary letter agreement

Utility Company Letterhead

November 4, 2002

Project Manager
WisDOT
PO Box ###
Region City, WI ####

RE: Street Lighting located on STH ## in the Town of Anytown.
Our Electric Company Utility Company Work Order # (optional)
WisDOT Project Number: ####-##-##

Dear _____:

Our Electric Company has received a request from the Wisconsin Department of Transportation for the relocation or removal of streetlights and/or poles and the installation of new lighting as detailed below:

Work	Fixture HPS/MH	Wattage	Pole #	Location
Relocate	Cobra-SCO HPS	100 watt	##-####	Move Pole 5' Back To Accommodate New Curb Radius
Remove	Cobra-FCO HPS	150 watt	##-####	Intersection of Main & North
Install 40 Poles & fixtures	XXXXXX XXX	150 watt		Elm Street to Barnes Street on Highway 11

Additional Information:

The estimated charge for this relocation or removal is $XXX, and does/does not include site restoration. Prior to construction of this lighting system, we will submit a final letter of agreement that will include the actual costs for this project. Costs will probably change from the estimated amount due to changes in material and labor costs, which lead to tariff changes. Our Electric Company will bill the Wisconsin Department of Transportation for the amount in the final letter of agreement on completion of Our Electric Company's portion of the project. Upon completion of this work, the associated monthly charges based on the tariff rate(s) will be adjusted on the customer's monthly billing statement as of the effective date of the changes.

The timing of the work will be coordinated with the highway construction project contractor.

Our Electric Company has designed this project to conform to the Illuminating Engineering Society's minimum standard for continuous roadway lighting levels.

Our Electric Company will:

1) **Adequately maintain the facilities and provide continuous service in compliance with Wisconsin Public Service Commission rules and regulations,**
2) **Utilize agreed upon accounting and rate determination practices in compliance with Wisconsin Public Service Commission rules and regulations and the Code of Federal Regulations, Title 23, Chapter I, Section 645, Utilities.**
3) **Relinquish ownership and possession of all involved lighting facilities to the State/municipality should the Utility Company either go out of business or be sold to another company who is unwilling to abide by the terms of the agreement.**

In order for Our Electric Company to perform this work, written authorization is required of both the local municipality and WisDOT, please sign this letter and return it in the enclosed envelope. Our Electric Company will bill WisDOT for the cost associated with this project upon completion of the project. This work order will be released to construction for scheduling after this authorization has been received and all contingencies have been met.

If you have any questions, please call me at xxx-xxx-xxxx.

Sincerely,

Brian Pagel
Lighting Supervisor

Authorization is given for street lighting on STH XX for Our Electric Company Work Order ###

By:_____ Date:_____

Print Name: _____ Title: _____

NOTE to Designers/Electric Company Staff: The bold wording above is required, inserting the proper utility company name, of course. Add additional wording or information to address any project specific situations, such as "The lighting system was designed by Emerald City Engineering and approved by WisDOT Permit Number 2641."

Cost Effectiveness Finding Sample

Date: July 20, 2006

To: Jeff Hess, PE
Project Development Manager
North Central Region

From: Payton Morse
PDS Project Manager

Subject: Cost Effectiveness Finding
Purchasing Street Lighting From Local Utility
Project ID 9535-02-78
Mueller and Alfred Streets
STH 97
Village of Athens
Marathon County

The Village of Athens has submitted a request to purchase street lighting from the local electric utility, Wisconsin Gas & Electric, as part of the above mentioned highway improvement project. A special project ID number, 9539-02-78, has been established just for the street lighting.

The attached documentation identifies cost savings in design, construction and maintenance.

I believe that the documentation shows that this request to purchase street lighting by use of a Purchase Order is in the public interest.

Payton Morse	*July 20, 2006*
Region Project Leader	Date

I concur:

Region Project Development Chief	Date

cc: Region SPO
Village of Athens
State Utility Engineer

Sample request from municipality

Village of Athens Letterhead

Date: July 14, 2006

Payton Morse
Wisconsin Department of Transportation
North Central Region
1681 Second Avenue S
Wisconsin Rapids, WI 54495

The Village of Athens requests permission to have Xcel Energy install the street lighting on highway improvement project 9535-02-07, STH 97 – Mueller and Alfred Streets.

We consider the performance of this work with the local utility to be in the public interest on the basis that:

1. The anticipated cost of labor, equipment and materials will be less than that which could be expected through the competitive bidding process. (See attached proposal from Xcel and a cost estimate based on past bid prices.)

2. The utility company staff is properly trained and equipped to perform the proposed work. The Village does not have staff that is qualified to maintain the lighting system.

3. The Village has a long-term agreement with Xcel to maintain the existing lighting system. Xcel requests that if they are to maintain the proposed lighting system, they install the above ground fixtures to established company and WisDOT standards. It would be an inconvenience and wasteful for the Village to make other arrangements for the maintenance of the lighting fixtures involved in this project.

4. The Village does not want to maintain an inventory of spare parts for the lighting system. It is more efficient and cost effective if the local utility company keeps an inventory of spare parts that will be needed to replace and maintain the lighting system.

Taylor Peterson — Village President

July 14, 2006 — Date

Sample Final Letter Agreement

Utility Company Letterhead

November 4, 2002

Project Manager
WisDOT
PO Box ###
Region City, WI ####

RE: Street Lighting located on STH ## in the Town of Anytown.
Our Electric Company Utility Company Work Order # (optional)
WisDOT Project Number: ####-##-##

Dear _____:

Our Electric Company has received a request from the Wisconsin Department of Transportation for the relocation or removal of streetlights and/or poles and the installation of new lighting as detailed below:

Work	Fixture HPS/MH	Wattage	Pole #	Location
Relocate	Cobra-SCO HPS	100 watt	##-####	Move Pole 5' Back To Accommodate New Curb Radius
Remove	Cobra-FCO HPS	150 watt	##-####	Intersection of Main & North
Install 40 Poles & fixtures	XXXXXX XXX	150 watt		Elm Street to Barnes Street on Highway 11

Additional Information:

The estimated charge for this relocation or removal is $XXX, and does/does not include site restoration. This is the final letter of agreement. These costs are final but are subject to any design changes required during or prior to construction. Upon completion of this work, the associated monthly charges based on the tariff rate(s) will be adjusted on the customer's monthly billing statement as of the effective date of the changes.

The timing of the work will be coordinated with the highway construction project contractor. All of the required permits have been obtained.

Our Electric Company has designed this project to conform to the Illuminating Engineering Society's minimum standard for continuous roadway lighting levels.

Our Electric Company will:

1) **Adequately maintain the facilities and provide continuous service in compliance with Wisconsin Public Service Commission rules and regulations,**
2) **Utilize agreed upon accounting and rate determination practices in compliance with Wisconsin Public Service Commission rules and regulations and the Code of Federal Regulations, Title 23, Chapter I, Section 645, Utilities.**
3) **Relinquish ownership and possession of all involved lighting facilities to the State/municipality should the Utility Company either go out of business or be sold to another company who is unwilling to abide by the terms of the agreement.**

In order for Our Electric Company to perform this work, written authorization is required of both the local municipality and WisDOT. Please sign this letter and return it in the enclosed envelope. Our Electric Company will bill WisDOT for the cost associated with this project upon completion of the project. The invoice will reference the WisDOT lighting project ID number. This work order will be released to construction for scheduling after the final authorization printed below has been signed by WisDOT and returned to Our Electric Company and all contingencies (if any) have been met.

If you have any questions, please call me at xxx-xxx-xxxx.

Sincerely,

Brian Pagel

Lighting Supervisor

Authorization is given for street lighting on STH XX for Our Electric Company Work Order ###

By:_____ Date:_____

Print Name: _____ Title: _____

NOTE to Designers/Electric Company Staff: The bold wording above is required, inserting the proper utility company name, of course. Add additional wording or information to address any project specific situations, such as "The lighting system was designed by Emerald City Engineering and approved by WisDOT Permit Number 2641."

5.1 General

Wis. Stat. s.86.16(1) (See Attachment 1.2.1) and Wis. Stat. s. 182.017(1) (See Attachment 1.2.2) provide an opportunity to utility companies the right to occupy highway right of way as long as they have the written consent of the entity that has jurisdiction over the highway. For the state and many other jurisdictions, this written consent usually takes the form of a permit. Wis. Stat. s. 86.16(5) states that if a permit is denied or has not been acted upon **within 20 days** the utility company can appeal to the Division of Hearings and Appeals.

The state, county or local jurisdiction can make reasonable regulations to govern the utility occupation of the right of way. For State Trunk Highways, the utility must follow the Utility Accommodation Policy (UAP). Other jurisdictions have adopted the UAP or have created their own policy. For more specific guidance regarding the conditions under which utilities occupy State highway right of way consult the UAP.

5.2 Right of Way Easements

When highway right of way is owned in fee or is held in easement by WisDOT, WisDOT has permitting authority.

5.2.1 Highway Easements

Prior to the 1950's WisDOT acquired highway right of way by easement only. For discussion purposes, this situation will be called "highway easement." Past court cases have proven that WisDOT has the ability to issue permits on highway easements.

The "police power" of governments allows this use without compensation to the underlying fee owner. Wis. Stat. s. 86.16(1) and Wis. Stat. s. 182.017(1) put the "police power" in statutory form as to highways and Wis. Stat. s. 182.018 as to railroads. These statutes do not require or mention ownership of the land. "Right of way" itself means only an easement, not a permanent interest.

A permit does not grant a property interest. So nothing is being taken away from the underlying property owner. This is one of the reasons we grant permits and not easements on our right of way.

The word highway is also broader than what we typically think; it is defined in Wis. Stat. s. 990.01(12) to include "all public ways and thoroughfares and all bridges upon the same." Again, ownership of the land is not mentioned.

5.2.2 Temporary and Permanent Limited Easements

In recent years, WisDOT has utilized Temporary Limited Easements (TLEs) and Permanent Limited Easements (PLEs). The names of these easements indicate that they are limited in nature. A TLE is only valid until the completion of the highway construction. WisDOT has no permitting authority in a TLE. A utility company needs an easement from the underlying property owner in order to occupy a TLE.

PLEs can be very specific, such as "for sloping, restoration and maintenance" for example. If the use of the PLE is restricted to just a few activities, that type of easement would not give us permitting authority.

If the PLE has more general wording that says "for public transportation purposes," we can argue that a utility is a form of transportation of energy, products, data, etc. If it says for highway purposes, we'd have to argue "highway" includes normal co-located utilities -- a public way of sorts. With this type of broader language in the easement, WisDOT could issue utility permits.

5.3 Designer Review of Utility Permits and Work Plans

Throughout the design process, utility companies submit requests for permits to install new facilities and adjust existing facilities within the highway right of way. Once a project has been put in the Six-Year Improvement Program, it is the responsibility of the designer for that project to review all permit applications along the proposed project route. The designer should determine whether the utility would interfere with any proposed roadway construction. The purpose of this review is to eliminate expensive relocation costs due to the highway project. It is more economical and efficient to revise utility plans prior to construction, than to relocate the conflicting facilities later.

The guidance in this section also pertains to the designer's review of utility work plans. Utility work plans are similar to utility permits and are submitted by a utility to show how they propose to relocate their facilities to resolve conflicts

with a highway improvement project. While it is the utility company's responsibility to identify conflicts, the designer knows the plan the best and should review the utility work plan to see that all potential conflicts have been addressed. The designer should question any potential conflicts that might have been missed by the utility company.

The designer is directed to Procedure 11-40-1 of the Facilities Development Manual that states: *"Above ground utility features such as poles, guy wires, pedestals, etc. shall be relocated outside the minimum clear zone. In addition, do not allow above ground utility features near ditch bottoms or on the ditch foreslope. Although departmental policy states that both above- and below-ground utility facilities are to be "located at or as near as practical to the right of way line," they should not be located directly on it because these facilities could interfere with the placement of right of way monuments.*
Note: Utility companies have a legal right to occupy highway right of way through a permit process."

The Utility Permit is received by the Utility Unit, which then forwards the permit, along with a comment sheet, to the designer for review and comment. Other appropriate sections should also review the permit. When there are environmentally sensitive areas that are affected by the permit, it should be reviewed by the Region Environmental Coordinator. It is also recommended that the Region Erosion Control Specialist review permits that go through wetland areas or areas susceptible to erosion. On permits related to highway projects with right of way plats, the Real Estate Section should be informed of which parcels need to be acquired. This can be accomplished by routing the permit through the Real Estate Section or by sending them a note listing the parcels involved. The Region Utility Permit Coordinator reviews the permit to assure compliance with the Utility Accommodation Policy and other WisDOT requirements. After all of the appropriate people have reviewed and commented on the utility permit, the permit is approved by the Region Utility Permit Coordinator or sent back to the utility for revisions.

NOTE: A designer cannot sign a utility permit; they just review the permit for conflicts with the roadway design. The permit must be approved by the Region Utility Permit Coordinator.

WisDOT is not the permitting authority on connecting highways and County or local roads. However, some jurisdictions do route a utility permit past WisDOT if they are aware of an upcoming project. Unfortunately, this is the exception and not the rule. If a designer is working on a connecting highway or local road, it is a good idea to encourage the permitting authority to send a copy of the new permits to the designer for review prior to approval. The designer should review the permits to be sure the work planned is compatible with the improvement project. This can save time and money during the construction process, and could eliminate a possible delay.

There are three general time frames during the life of an improvement project. These three time frames, and the permit review steps that need to be taken by the designer during each step, are discussed below.

5.4 Early in Project Development

At this stage of the project design the designer generally doesn't have a good feel for specific design details. When reviewing the permit, the designer is limited to checking for obvious conflicts with the proposed construction.

The Utility Unit will photocopy the comment sheet and the cover of the permit. This copy will be kept in the Utility Unit file to help retrieve the actual permit from the Region files if needed at a later date.

The designer should make copies of the proposed facility drawings, and keep these in mind during later stages of the design process. Also, the Designer must remember to ask for a new utility location survey in the areas where the facilities have been significantly altered.

The designer must sign and date the comment sheet that is attached to the permit, and include any appropriate remarks. In some cases, the only remark may be: "Project design is too preliminary at this time to determine if there are any conflicts."

5.5 During Preliminary Design

At this stage of the project design, the designer generally has rough cross sections with some proposed slope intercepts and a rough idea of new right of way required. The designer should review the utility permit as closely as possible to determine if any potential conflicts are evident. The designer's comments should be as specific as possible, yet kept on the conservative side, because changes may occur during final design.

The designer should be especially conscious of the depth of underground facilities in grading areas. Storm sewers, culvert pipes, and other proposed drainage structures, should be noted, and potential problem areas should be spelled out in the designer's remarks. If the proposed ditch cut is 2 feet at this time, the designer might wish to say, “the cut will be 2 to 3 feet in this area.” This will provide some flexibility during final design.

Frequently overlooked conflicts during preliminary design are in the Temporary Limited Easements needed for driveway alterations or slope adjustments. The work required in these easements can affect both underground and overhead utility facilities.

5.6 During Final Design and Later

The review of utility permits during this stage of design is particularly crucial. By now, the designer has a good idea of what will be built. Utility permits that are processed during this time frame are often closely tied to the project itself. These utility relocations are generally caused by the highway project. It is very important that any conflicts between the permit and the proposed roadway project are identified at this time. Failure to do so is costly to the utility, WisDOT, and to the highway contractor. A lengthy delay can be disastrous to projects with a tight construction timeframe.

5.7 Driveways

When reviewing a utility permit it is important to consider the locations of future driveways and field entrances. Utility pole and pedestal locations must be moved to avoid conflicts with proposed entrances. A driveway in a cut section will have different conflicts than the backslope areas adjacent to the driveway. Any buried utilities in the area will have to be placed deeper at the driveway location to accommodate for the future driveway profile. Driveways in fill sections can have a larger footprint than anticipated by the utility company, so it is important to check the location of the slope intercepts for the driveway fill.

5.8 Expected Turnaround Time

During early or preliminary design, the designer should review a permit within 2 to 3 days of receiving it and return comments to the Utility Coordinator. During final design, it is recognized that the permit review process is more time consuming since there are more design details to check for conflicts. The designer should review the permit and return comments to the Utility Coordinator within 5 working days of receipt of the permit.

5.9 What to Check

The designer should make a detailed review of utility company relocation plans. The review may include work both within the right of way and outside of the right of way.

Examples of items that should be evaluated for any work within the highway right of way or temporary easement areas are as follows:

1. Check the locations of proposed utility facilities against highway plan details to identify potential conflicts that need to be resolved. These details include slope intercept lines; fill heights, private driveways, culvert and sewer installations, structure construction, temporary roads and staged construction.
2. Determine if proposed above ground facilities are within the clear zone established for the project.
3. Determine if overhead facilities provide adequate aerial clearances in locations where cranes will be working.
4. Determine if above ground facilities are located in areas of intersection vision corners.
5. On freeways and other controlled access highways, determine whether all above ground facilities and access points to underground facilities are located outside controlled access lines or fences.
6. If the utility plan shows future expansion of their facilities, check the future locations against the highway plans.
7. For Trans 220 projects, designers must adhere to the process of Ch. Trans 220.05(7) Wis. Adm. Code if the owner's work plan/permit is not compatible or reasonable.
8. Determine if erosion control measures are adequate, especially in environmentally sensitive areas.

Conflicts between the highway and proposed utility relocation should be discussed with the utility. The designer should provide any needed assistance to the utility in their redesign.

6.1 Public Informational Meeting

All utilities should be invited to the informational meeting. The invitation should inform the utility that their representative will be called upon to explain what relocations may be required for their company's facilities. They should be prepared to indicate where they would like to put their new facilities, if they know at this time.

This is an opportunity to inform the public that they may be contacted by the utilities regarding the acquisition of easements. This may occur during the same time that WisDOT is negotiating with the property owners. The utility representative should be prepared to answer questions from the general public.

The property owners need to understand the big picture. They need to know what all is involved with the highway project, so that they can better realize the various steps that have to occur, and thus better comprehend the timeframe of the entire project. Property owners have a tough time understanding why it will take all summer to build the road in front of their house. The more we can do to let them know what all is involved the easier it will be for the project manager during construction. No one likes to be inconvenienced by highway construction. The project is never completed soon enough.

In addition to the impact of utility relocations on the scheduling of the highway project, the property owner often wants to know what the utility is planning to do. What side of the road are the poles going to be on? Where are the cables or pedestals going to be in relation to the property line?

A sample letter of invitation to the informational meetings is shown in Attachment 6.1.1.

6.2 Additional Public Informational Meetings

All utilities should be invited to every informational meeting. The purpose of the meeting should be explained in the letter of invitation, along with an explanation of any plan changes since the last meeting. If the project is essentially unchanged, the utility may elect not to send a representative. The only time a utility should be called upon after the first informational meeting would be to explain how the changes to the plan that have occurred since the last meeting will affect their planned facility. Questions from the public may be answered by the utility at any informational meeting.

Attachment 6.2.1 is a sample invitation to a second informational meeting, when there were no significant changes to the plan. Attachment 6.2.2 is a sample invitation where changes to the alignment have taken place.

Wisconsin Department of Transportation

April 5, 1990

Sundstrand Telephone Company
Attn: James A. Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project ID 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation (WisDOT) has scheduled a Public Informational Meeting for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:
Date: Tuesday, May 8, 1990
Time: 7:00 PM to 10:00 PM
Place: The Boiled Frog Supper Club, Dodgeville

There will be a formal presentation by WisDOT personnel at 7:00 PM. The presentation will consist of an overview of the proposed project. The presentation should take about 1/2 hour. WisDOT staff will answer general questions from the audience during the presentation. After the presentation, WisDOT staff will be available to talk to property owners on an individual basis.

It would be beneficial if a representative of your company could attend this meeting. The representative will be called upon to explain to the public the impact of this project on your existing facilities. If you have a general relocation plan at this time, it would be advisable to inform the public of any changes that may occur. Also, if you intend to acquire easements, this would be an opportunity to notify property owners that you may be contacting them in the future.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson
Region Design Supervisor

Wisconsin Department of Transportation

April 10, 1991

Sundstrand Telephone Company
Attn: James A. Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project ID 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation has scheduled an Open House for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:

Date: Tuesday, May 14, 1991
Time: 6:30 PM to 10:00 PM
Place: The Boiled Frog Supper Club, Dodgeville

There have been no substantial changes to the plan in the past year. The format for this meeting will be an informal open house. Members of our staff will be available to answer questions on an individual basis. There will be no formal presentation.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Ernest J. Peterson
Region Design Supervisor

Wisconsin Department of Transportation

April 10, 1991

Sundstrand Telephone Company
Attn: James Buerosse
301 W. Division St.
Rockford, IL 60210

Subject: Project ID 5255-03-00
Dodgeville - Spring Green Road
(Dodgeville - Percussion Rock Road Section)
STH 23 Iowa County

The Wisconsin Department of Transportation (WisDOT) has scheduled a Public Informational Meeting for local officials, property owners, and others interested in the above proposed project on Highway 23.

The meeting has been scheduled as follows:
Date: Tuesday, May 14, 1991
Time: 7:00 PM to 10:00 PM
Place: The Boiled Frog Supper Club, Dodgeville

There will be a formal presentation by WisDOT personnel at 7:00 PM. The presentation will consist of an overview of the proposed project. The presentation should take about 1/2 hour. WisDOT staff will answer general questions from the audience during the presentation. After the presentation, WisDOT staff will be available to talk to property owners on an individual basis.

There has been a change in the alignment and profile of the northern 3 miles of this project since the last informational meeting a year ago. These changes **will** affect your facilities. The new alignment is on relocation west of the Fan's Hill Quarry. The existing roadway in this area will be obliterated, and the land will revert to the adjacent property owner.

It would be beneficial if a representative of your company could attend this meeting. The representative will be called upon to explain to the public the impact of the above changes on your existing facilities. If you have a general relocation plan at this time, it would be advisable to inform the public of any changes that may occur. Also, if you intend to acquire easements, this would be an opportunity to notify property owners that you may be contacting them in the future.

If you have any questions regarding this project, or the meeting, please contact me at (xxx)-xxx-xxxx, or the Project Designer, Brian Wilson at (xxx)-xxx-xxxx.

Sincerely,

Eleanor Rigby
Region Utility Coordinator

7.1 General

The Design Study Report (DSR) is an important report that explains the design parameters and serves to document various design decisions that have been made during the preliminary design process.

The information in the DSR can be used to inform the various utilities of the scope of the improvement project. The notices, or letters, that are sent to the utilities should contain a synopsis of the project. The information for the synopsis can be obtained by reading the DSR and by talking to the Project Manager.

The file copy of the DSR should be routed through the Utility Unit. They will make copies of the portions of the DSR that will assist in explaining the project. The Utility Unit should always be notified of any changes to the design that may affect the utilities on the project.

7.2 Report Format

The DSR, as stated in the Facilities Development Manual Procedure 3-15-25, should include a discussion of potential conflicts between the proposed highway improvement and the existing utility facilities in the area.

In the discussion of the **present facility**, the UTILITY section is between STRUCTURES and RAILROAD CROSSINGS. In this section, the designer should explain in general terms what utility facilities are in the project area. For example, if there is a telephone cable or a gas main attached to the underside of a bridge, this should be mentioned because it will have an impact on how the bridge can be reconstructed or redecked and it will affect the cost of the project. Also, if there is a large utility facility, such as an electrical substation, a sanitary sewer lift station, a gas pipeline regulator pit, or any other large and/or expensive utility facility, this should be mentioned in the DSR because it will have an impact on your final design decisions. (Avoiding a sanitary sewer lift station will save money but limits your alignment choices.)

In the discussion of the **proposed improvement**, the UTILITY section is between REAL ESTATE and RAILROADS. This section of the DSR should explain how the utility facilities are going to be accommodated in the proposed design. For example, how are the cables or mains going to be supported during the re-decking or replacement of the bridge? Are we building a retaining wall, or providing beam guard protection to avoid moving a gas regulator pit? Are we going to adjust the fence location to assure that the utility poles are outside of the fence? Will we adjust the locations of sound barriers, landscaping, signs, inlets, or manholes to avoid conflicts with existing utility facilities? Are we shifting the alignment to avoid relocating a sanitary sewer lift station? Are we buying sufficient right of way to accommodate utility facilities? These are the kinds of things that should be mentioned in this section of the DSR.

It should be noted that the Utility Accommodation Policy discourages utility facility attachments to structures. Any attachment to a structure requires an agreement with the utility and approval of the Maintenance Unit of the Region SPO Section. Current statewide opinion is that attachment to a structure should be the last resort, and only considered after the utility company has proven that other alternatives are either impractical or that they would cause an economic hardship. For additional discussion on utility attachments to structures, see Chapter 4, Attachment 4.5.1, “Utility Accommodation on Structures Policy.”

An example of the utility portions of a Design Study Report is shown in Attachment 7.2.1. If you have any questions about what to include in the UTILITY section of the DSR for your project, contact the Utility Coordinator for your area. A list of the Utility Coordinators is included in Chapter 1, INTRODUCTION, of this WisDOT Guide to Utility Coordination.

7.3 After the Design Study Report

The designer should always think about possible impacts on utilities when making changes to the plan. This is one aspect of design that is often overlooked. **Trans 220 requires that the designer send the utility company a copy of the final plan with all of the changes from the previously submitted plan highlighted.**

For a typical plan, the designer will send a plan to the utility company that is complete enough for the utility company to determine conflicts with their facilities and to do their design. This plan is normally sent shortly after the DSR and/or right of way plat is completed. Any changes made after that time must be highlighted and sent to the utility companies with an extension of the utility work plan due date. It is the designer's responsibility to keep track of all changes, and to notify the utilities about those changes.

Design Study Report
Project ID 5390-01-03
Janesville - Edgerton Road
(CTH "F" Bridge)
USH 51 Rock County

PRESENT FACILITY

STRUCTURES
B-53-469: The existing structure is a 190 foot concrete 3-span bridge over CTH "F" which was built in 1939. It has a sufficiency rating of 18.8. A 1-1/2 inch asphaltic overlay was added in 1978.
* CLEAR ROADWAY WIDTH The clear roadway width is 30 feet

* STRUCTURE CAPACITY 20 Ton

UTILITIES
AT&T, Inc. has a 600-pair underground cable attached to the bridge in conduit. The City of Janesville has a 30-inch gravity flow sanitary sewer attached to the bridge.

Verizon has a telecommunication vault in the USH 51/Snake Road intersection. This is a major junction facility with an estimated relocation cost of $1 million.

RAILROAD CROSSINGS
None

|
|
|

PROPOSED IMPROVEMENT

UTILITIES
AT&T Inc. was informed that WisDOT discourages utility attachments to bridges. AT&T is assessing alternative routes and will relocate their facility off of the proposed structure.

The City of Janesville will attach their 30-inch gravity flow sanitary sewer to the proposed structure. They have investigated other possible locations for this sanitary sewer and because of the gravity flow were unable to find a practical alternative. The City will provide the necessary design information needed to accommodate their sewer to the bridge designer. The City has received preliminary approval to attach to the bridge from the Maintenance Unit of the Region SPO Section.

The profile and drainage system has been designed to avoid relocation of the Verizon vault at the USH 51/Snake Road intersection.

RAILROADS – None

8.1 General

The purpose of the utility exhibit is to have an unrecorded document that depicts utility related information for the project as specified in this chapter. Sample utility exhibits are shown in Attachment 8.1.1. It will be used to determine the amount that the project sponsor (WisDOT or Local Public Agency) is allowed to reimburse for utility relocations. Also, it will aid the project team in determining which utility land interest and/or rights need to be acquired for the project. The utility exhibit will be used by the region real estate unit when negotiating with property owners to display utility easement locations and by the region utility unit when coordinating with utility facility owners.

Utility exhibits shall be prepared or overseen by a professional land surveyor licensed under Wisconsin Statutes Section 443.06.

When creating the utility exhibit, use the checklist in Attachment 8.1.2 to ensure that all requirements are met.

A utility exhibit consists of a single title sheet and one or more detail pages. It is a pdf document that has the same sheet dimensions, margins, and scale of its corresponding plat or map. **A plat or map includes a transportation project plat (TPP), traditional right-of-way plat detail sheet, or acquisition exhibit**. See Chapter 12 of the Facilities Development Manual (FDM) for types, content, and use of the aforementioned plats and maps.

The information shown on the utility exhibit must be clear and legible. All information, except existing utility facilities, shall be shown as black on white, with no gray shading or line work. Only existing utility facilities and symbols shall be shown in color.

A preliminary utility exhibit shall be provided to the region utility unit and real estate unit with the preliminary plat or map for review.

8.2 Original and Version Dates

Submit the final utility exhibit to the region with the original date on the utility exhibit detail page(s). The original date shall match the recorded or filed date of the corresponding plat or map.

When a utility exhibit detail page needs to be revised, or a plat or map is amended or revised, a revised utility exhibit detail page needs to be submitted. Under the original date, add a version date that is the date the utility exhibit detail page was revised. Number the version dates in sequential order starting at "1". Next to the version date, include a description of the revision. Example descriptions for a revision could be "*Plat page 1234-56-21-4.02 amended, removed parcels 78 and 79*" or "*Plat sheet 1234-56-21-4.10 revised, no change to utility exhibit*", or "*Updated location of ABC Electric company facilities*".

Utilize the Utility Exhibit Versions table to track Original and Version dates. Below the table add the following note: "*Information for the basis of existing highway right-of-way points of reference are listed on plat/map ID: xxxx-xx-xx-x.xx"* [enter the ID of the corresponding plat or map].

The region utility unit is responsible for keeping previous versions of the utility exhibit and ensuring the region real estate unit receives the original and revised versions of the revised utility exhibit.

8.2.1 Transportation Project Plats

A utility exhibit is required for each transportation project plat (TPP) page for the project. Since each TPP is a stand-alone document, the TPPs do not have to be recorded in consecutive order or at the same time. If the pages are not recorded in consecutive order or at the same time the original date on the corresponding utility exhibit detail page shall be the date that the corresponding TPP was recorded. As more TPPs are recorded each corresponding utility exhibit detail page shall be combined into one pdf document and resubmitted to the region utility unit.

When a TPP is amended, a version date shall be added to the utility exhibit detail page that matches the recording date of the corresponding amended TPP. The new utility exhibit detail page shall replace the previous

detail page and be incorporated into the utility exhibit pdf document and resubmitted to the region utility unit. As more TPPs are amended each corresponding utility exhibit detail page shall replace the previous detail page and be incorporated into the utility exhibit pdf document and resubmitted to the region utility unit.

8.2.2 Traditional Right-of-Way Plats and Acquisition Exhibits

A utility exhibit is required for each traditional right-of-way plat detail sheet or acquisition exhibit for the project. The original date on each utility exhibit detail page shall be the date the region approved the relocation order for the project. The utility exhibit detail pages shall be combined into one pdf document and submitted to the region utility unit.

When a traditional right-of-way plat detail sheet, or acquisition exhibit is revised a new utility exhibit detail page shall be submitted to the region utility. A version date shall be added to each utility exhibit detail page for the project that matches the revised relocation order date. Replace the original utility exhibit detail page for that detail sheet or acquisition exhibit with the new utility exhibit detail page in the pdf document and resubmit to the region utility unit.

8.3 Utility Exhibit Title Sheet

Utilize a title sheet to display general information applicable to all the utility exhibit detail page(s) associated with a project. The title sheet can be omitted if all the information required on the title sheet can be incorporated onto each utility exhibit detail page so long as the utility exhibit detail page remains clear and legible.

Include the following information on the title sheet:

NOTE: Unless otherwise noted, the information in this section shall match the requirements of the corresponding plat or map. See Chapter 12 in the FDM for requirements.

Items marked with an asterisk (*) in this section denotes that the item is not required for utility exhibits associated with a TLE Acquisition Exhibit.

- Project Title Block
  - The title “Utility Exhibit”
  - Utility exhibit project number. The project number shall match the corresponding plat or map.
  - Project title and limits
  - Highway designation
  - County
- Scale and North Arrow (Incorporate a north arrow symbol along with a graphic scale bar)
- Conventional Symbols and Abbreviations (Show conventional symbols, conventional utility symbols, and abbreviations as used within the plat or map in a table)
- Exhibit graphic representation disclaimer
- * State map with county shaded
- * Location Sketch (depict the location of the project, with start and end points and include Town and Range designations)
- * Right-of-Way Boundary note
- * Right-of-Way Dimension note
- * Parcel/Utility Identification note
- * Property Line disclaimer

8.4 Utility Exhibit Detail Page

The detail page is a scaled representation that is used to depict the utility land interests and/or rights that affect the project. It's also used to determine the compensation ratio for utility agreements. The detail page incorporates much of the same information from its corresponding plat or map.

8.4.1 Standard Requirements

Include the following information on the utility exhibit detail page:
***NOTE*: Unless otherwise noted, the information in this section shall match the requirements of the corresponding plat or map. See Chapter 12 in the FDM for requirements.**

Items marked with an asterisk (*) in this section denotes that the item is not required for utility exhibits associated with a TLE Acquisition Exhibit.

- The project title block
  - The title "Utility Exhibit"
  - Utility exhibit project number – page number. The project number – page number shall match the corresponding plat or map.
  - Project title and limits
  - Highway designation
  - County
- Preparer (The preparer is the name of the person that prepared the utility exhibit)
- Consultant logo (organization or company that prepared the utility exhibit)
- Department approval (The utility exhibit shall have a region approval signature and date)
- Scale bar and north arrow
- USPLSS (Section Quarter-Quarter with number, Town, and Range designations or Government Lot designations, recorded private claim or federal reservations lines)
- Existing Right-of-Way lines for highways and side road
- Existing property lines, property "Z"s, and property line labels "P.L."
- Real estate acquisition parcel numbers
- All acquisition interests being acquired in each property
- Appropriate hatching patterns
- Location, ownership and recording information (volume, page, document number, and parcel affected) for all utility easements
- Location and ownership of utility facility prescriptive rights information (foreign or domestic, typical width, and install date)
- New reference lines (tangent bearing, stationing, and PI, PC, and PT labels
- Highway designations and side road names
- Vacated or to be closed roads and alleys noted
- Existing property monumentation
- Reference to recorded/filed surveys (sub-divisions, assessor plats, Lot and Block numbers, TPPs, Alta surveys, plats of surveys, etc.)
- New Right-of-Way monumentation
- Existing buildings, structures, wells, signs, and other select topography

- All buildings to be removed (shown as darkened or bold outline)
- Town, City, Village, Government Lots, County designations, and corporate limits (if applicable)
- Label Remnant parcels
- Trans 233 setbacks
- Waterways: Waterway name, flow direction (If a portion of the waterway is also a property line, show PL labels in the appropriate locations)
- Permitted (Off-Premise) and Non-Permitted (On-Premise) signs
- Proposed/Existing highway structures (with structure numbers included)
- Basis of right-of-way note: "*Information for the basis of existing highway right-of-way points of reference are listed on Plat/exhibit ID: xxxx-xx-xx"*
- ***** Section corners. Section corners symbols shall include appropriate Town and Range designations and Section Numbers
- ***** Ties to the public land system
- ***** Geodetic survey control stations
- ***** Alignment equations (e.g. BK 150+50.00 = AH 200+00.00)
- ***** Alignment side road equalities (e.g. 124+50.00"P" = 500+00.00)
- ***** Reference to previous project alignment that established the current R/W corridor or previous monumentation plat that re-established the current R/W corridor (existing R/W widths)
- ***** Page location sketch showing, Town and Range designations (Show the utility exhibit location in the location sketch and the orientation of the location sketch needs to be the same orientation as the detail sheet)
- ***** Reference line stations of intersecting section lines and quarter lines
- ***** Match lines

8.4.2 Additional Requirements

The following information and requirements are unique to a utility exhibit and shall be included on the utility exhibit detail page. Contact the region utility unit with any questions about these requirements.

8.4.2.1 Department Approval

The Department Approval is a signature block that provides a designated space for an authorized person in each region to sign and date the utility exhibit to signify approval by the region office. The authorized person in each region is the utility unit supervisor, or their designee. The date placed on the utility exhibit is the date the region approves the utility exhibit.

8.4.2.2 Utility Facilities

Utility facilities must be field located. This includes field markings, actual location of facility (exposed underground facility, utility pole, pedestal, etc.), and utility provided survey data on the same coordinate system as the plat or map. Reliance on utility facility owner system maps (hard copy or electronic) for location of utility facilities **is not acceptable**. Within the limits of the utility exhibit detail page, show the complete limits of the utility facilities. The intent is to show the utility system affected by the project.

Depict all utility facilities in color on the preliminary and final utility exhibit detail page. This includes:

- Compensable utility facilities
- Non-compensable utility facilities
- Utility services (only if surveyed)
- Utility guy poles

  - Utility anchors (only if surveyed)
  - WisDOT owned facilities
- Private utility facilities (only if surveyed)*(Private facilities are owned by homeowners and private businesses. Private utilities are usually not regulated by a government agency. See HMM 09-15-05 for additional detail)*

Label the compensable utility facilities with a U-Number or UA Number within a double circle.

Each utility facility shall be on its own layer in the pdf document. For a utility facility owner that owns multiple facility types, put each type on their own layer.

8.4.2.3 Utility Interests and/or Rights

Each utility facility owner shall have the physical location of all their existing utility land interests and/or rights on a separate layer. For a utility facility owner that owns multiple facility types, put each type on their own layer. See the Utility Exhibit Layers section for more information.

Dimension the width of the utility land interest and/or right:

- Dimension widths of descript utility land interests and/or rights
- Dimension the typical width of occupied, non-descript ("blanket") easements (The region utility unit shall provide this width)
- Dimension the typical width of prescriptive rights (The region utility unit shall provide this width)

Label each utility land interest and/or right. Label utility easements as follows:

- Utility facility owner doing business as name (The region utility unit shall provide this name)
- If an easement was previously released by a Conveyance of Rights in Land or a Quit Claim Deed, include name of document used, recording information, and the version date (WisDOT form number) of the Conveyance of Rights in Land
- Width
- Description
- Recording information, including date recorded

Label prescriptive rights as follows:

- Utility facility owner doing business as name (region utility unit shall provide this name)
- "Domestic", "Foreign", or "Unit of Government" (The region utility unit shall provide this name)
- "No Recorded Easement"
- Typical width (The region utility unit shall provide this name)
- Year of installation, and also include month of installation, if known (The region utility unit shall provide this name)

8.4.2.4 Slope Intercepts

Depict the slope intercept lines. Label the line "*slope intercept*".

8.4.2.5 Imagery

WisDOT Imagery is required for the aerial background image and this imagery must be on its own layer (this is for reference only). Refer to FDM Chapter 12-1-1.7 for layer name.

8.4.2.6 Certified Survey Maps and Subdivision Plats

Show the recorded names of all Certified Survey Maps (CSM), subdivision plats and lot numbers within the plat or map limits. List all CSM's and subdivision plats with the recording information and the year the CSM and subdivision plat was recorded.

8.4.2.7 Setbacks

Depict any setback lines from subdivision plat and CSM's. Label the setback distance (as described in the source document) and provide the source document. Setbacks may include Trans 233, and other recorded setbacks. When setbacks are present, include a setback table on the detail page. The table shall include the following information:

1. **Name**. This is the name of the subdivision or CSM that created the setback.
2. **Type**. This will either be "*Subdivision*" or "*CSM*".
3. **Recording Information**. This is the recording information of the subdivision or CSM.
4. **Recorded**. This is the date the subdivision or CSM document was recorded.
5. **Distance From Ex. RW Line**. This is the distance from the existing right-of-way line to the setback line.
6. **Affected Parcel(s)**. These are the real estate acquisition parcels that contain the setback.

8.4.2.8 Schedule of Lands and Interests Required Table

For utility exhibits associated with TPPs or acquisition exhibits, the Schedule of Lands & Interests Required table shall match the corresponding TPP or acquisition exhibit. For utility exhibits associated with traditional plats, include a Schedule of Lands & Interests Required table on each utility exhibit detail page. The table shall only contain the real estate parcels that are shown on that utility exhibit detail page.

Add the Property Owner Name disclaimer to the Schedule of Land and Interests Required table. This disclaimer shall match the corresponding plat or map.

8.4.2.9 Utility Interest Table

The Utility Exhibit Interest table is the location on the utility exhibit where the utility land interest and/or rights are shown. Attachment 8.1.1 shows an example of a Utility Exhibit Interest table. The following items shall be presented in the order listed:

1. **Utility Number.** The Utility Number identifies the compensable utilities. Establish a unique Utility Number for each compensable utility facility owner. If a utility facility owner has multiple facility types, each type shall have their own Utility Number. All Utility Numbers are identified with the letter "*U*" followed by a dash and then the established number. An example Utility Number is "*U-10*". If a utility facility owner has a Utility Number and a Utility Agreement Number, then it is preferred that the established number for both matches. Example is "U-10" and "UA10".
2. **DBA Name.** This is the "*doing business as*" name of the utility facility owner. This may be the same as the utility facility owner's legal name. Include the utility facility type after the DBA name in parentheses. Use the following abbreviations when identifying the utility facility type:
   - COMLN – Communication Line (includes fiber optic and copper cable)
   - COMTW – Communication Tower
   - CONDT – Conduit
   - ELCTT – Electricity – Transmission
   - ELCTY – Electricity
   - GSPTR – Gas/Petroleum
   - SEWR – Sewer (only includes sanitary utility facilities)
   - STM – Steam

- WATR – Water

3. **Legal Name.** This is the legal name of the utility facility owner. This may be the same as the utility facility owner's DBA name.
4. **Utility Name on Document.** This is the legal name of the utility facility owner at the time they signed the document. A document could be a recorded or unrecorded easement document, assignment document, previous conveyance of rights in land document, easement noted on a CSM or plat, or other legal documents.
   - For an easement, use the **Grantee** name
   - For an easement assignment, use the **Grantee** name
   - For a Conveyance of Rights in Land from a previous project, use the **Grantor** name
   - Use "***N/A***" for prescriptive rights
5. **Interest and/or right.** This is the recording information of the document. If the utility facility interest and/or right is a prescriptive right, use "*NO RECORDED EASEMENT*" and include the typical width. If the utility facility interest and/or right is a Conveyance of Rights in Land, use "*CONVEYANCE OF RIGHTS IN LAND*" with the recording information.
6. **Affected Parcel(s).** This is the real estate acquisition parcel(s) that includes any portion of the utility land interest and/or right.

   If there is a conveyance of rights in land in an area where real estate is converting existing Highway Easement (HE) to Fee, list the affected real estate acquisition parcel number(s). If real estate is NOT acquiring any existing right-of-way, use "*EX RW*".

   If there is a utility easement in existing right-of-way, use "*EX RW*".

8.4.2.10 Utility Agreement Wisconsin Statutes Table

The Utility Agreement Wisconsin Statutes table is the location on the utility exhibit that shows utility facility owners that are eligible for reimbursement costs under Wis. Stat. s. 84.013(3m)(d), Wis. Stat. s. 84.06(4), or Wis. Stat. s. 84.295(4m). The following items shall be presented in the order listed:

1. **Utility Agreement Number**. Establish a Utility Agreement Number for each utility facility owner that is eligible for reimbursement. If a utility facility owner has multiple facility types, each type shall have their own Utility Agreement Number. All Utility Agreement Numbers are identified with the letters "*UA*" and then the established number. An example Utility Agreement Number is "UA5". If a utility facility owner has a Utility Number and a Utility Agreement Number, then it is preferred that the established number for both matches. Example is "UA5" and "U-5".
2. **Owner**. Enter the utility facility owner's DBA name. Include the utility facility type after the DBA name in parentheses. See the section earlier in this chapter titled "Utility Exhibit Interest Table" for utility facility type abbreviations.
3. **Statute(s)**. Enter the applicable statute.

8.4.3 Line and Label Layers

Submit all versions of the utility exhibit with all layers turned on. Export all versions from Civil3D (C3D) instead of printing as a PDF. Exporting allows the layers to remain functional.

For the line layers that contain the utility facility types, include the utility facility owner at the end of the layer name in the following format:

Layer Name	Content
E_UTL_E_UG_CGE	Existing buried electric line owned by *City Gas & Electric*
E_UTL_G_UG_CGE	Existing buried gas main owned by *City Gas & Electric*
E_UTL_Tpole_TeleCom	Existing telephone pole owned by *Telephone Communications Company*
E_UTL_Tpole_AB&C	Existing telephone pole owned by *AB&C*

For the layers that contain the label for the existing Utility Land Interests and/or Rights (ULIR), include the acronym “ULIR” before the utility facility owner in the layer name in the following format:

Layer Name	Content
E_UTL_SAN_ULIR_MSD	Existing sanitary sewer utility land interests and/or rights belonging to *Metropolitan Sewage District*
E_UTL_G_ULIR_CGE	Existing gas main utility land interests and/or rights belonging to *City Gas & Electric*

Contact the region utility unit with questions pertaining to the utility facility owner name.

8.5 Region Responsibilities

A utility exhibit is a deliverable for every plat and map. Communicate and coordinate with the project team if there are any questions or concerns.

Plat Unit - Provide the preliminary utility exhibit with the preliminary plat or map to the region utility unit for review and comment. Provide the final utility exhibit to the region utility unit with a copy of the approved, amended, or revised plat or map.

Utility Unit - Review the utility exhibit to verify it meets the specifications in this chapter. Send the preliminary utility exhibit to ad hoc units for review. It is also recommended to send the preliminary utility exhibit to the utility facility owners in the project limits to verify their utility facilities.

Verify prescriptive rights exist for utility facilities without an easement, and the approximate width of the interests and/or rights.

Determine if a non-descript (“blanket”) easement is occupied, and if occupied, the approximate width of the easement.

For connecting highway projects, consult with the project sponsor or plat preparer to determine if any setbacks or county/local ordinances affect the development of the utility exhibit.

Real Estate - Communicate and coordinate with the utility unit if any relevant information needed for acquisition of land interests and/or rights is not shown on the utility exhibit.

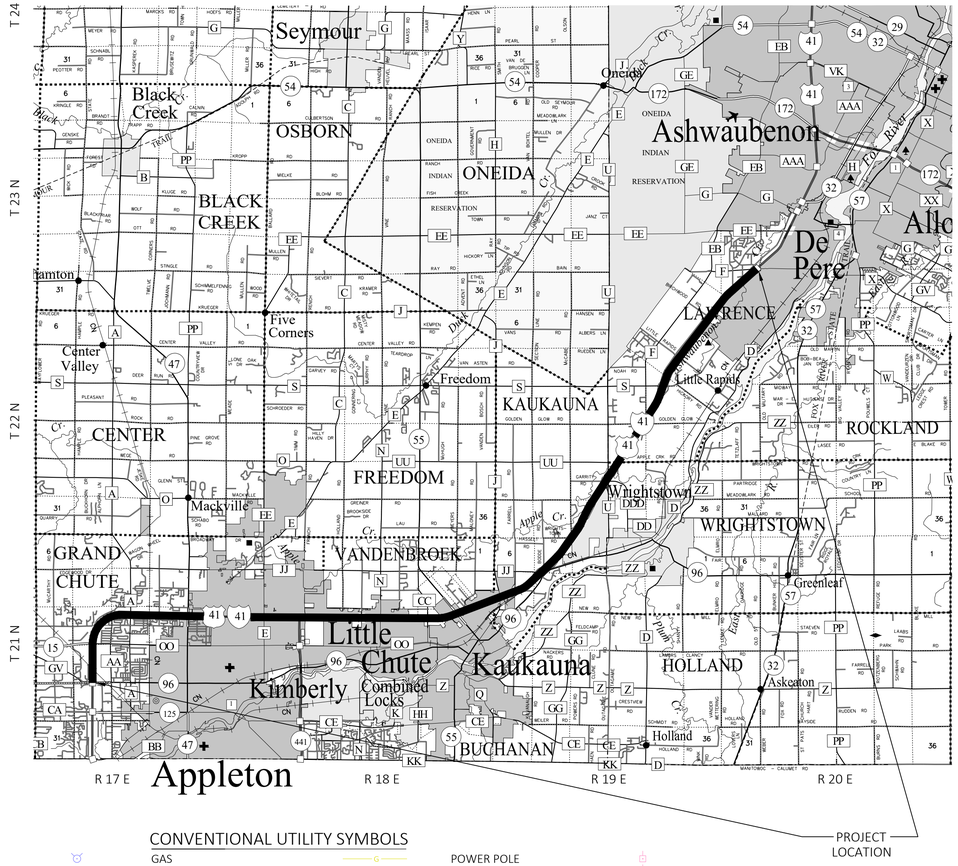
Local Program Utility Coordinator - For local program projects, consult with the project sponsor to determine if any setbacks or county/local ordinances affect the development of the utility exhibit.

8.6 Utility Exhibit Deliverables

When the utility exhibit is submitted to the Region the following information shall be included:

- A .PDF file with the same dimensions of the corresponding plat or map with C3D layers included.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
UTILITY EXHIBIT TITLE SHEET
1234-56-21
APPLETON - DE PERE
STH 96 - CTH F
IH-41
OUTAGAMIE & BROWN COUNTIES



LAYOUT SCALE 0 2 MI.

CONVENTIONAL SYMBOLS

SECTION LINE		SECTION CORNER SYMBOL	
QUARTER LINE		R/W MONUMENT (TO BE SET)	
SIXTEENTH LINE		NON-MONUMENTED R/W POINT	
NEW REFERENCE LINE		SECTION CORNER MONUMENT	
NEW R/W LINE		FOUND IRON PIN (3/4-INCH UNLESS NOTED)	IP
EXISTING R/W OR HE LINE		GEODETIC SURVEY MONUMENT	
PROPERTY LINE	P.L.	SIXTEENTH CORNER MONUMENT	
LOT, TIE & OTHER MINOR LINES		SIGN	SIGN
SLOPE INTERCEPT		OFF-PREMISE SIGN	I-41 25 SIGN
CORPORATE LIMITS			
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)	W (TYPE)		
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)			
TEMPORARY LIMITED EASEMENT AREA			
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)			
TRANSMISSION STRUCTURES			
BUILDING TO BE REMOVED			
BRIDGE CULVERT			

	COMPENSABLE	NON-COMPENSABLE
ELECTRIC POLE		
TELEPHONE POLE		
PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)		

ACCESS RESTRICTED BY ACQUISITION	
NO ACCESS (BY STATUTORY AUTHORITY)	
ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
NO ACCESS (NEW HIGHWAY)	
PARCEL NUMBER 25	UTILITY NUMBER 40
PARALLEL OFFSETS	

GN

CONVENTIONAL ABBREVIATIONS

ACCESS RIGHTS	AR	POINT OF COMPOUND CURVE	PCC
ACRES	AC	POINT OF INTERSECTION	PI
AHEAD	AH	PROPERTY LINE	PL
ALUMINUM	ALUM	RECORDED AS	(100')
AND OTHERS	ET AL	REEL / IMAGE	R/I
BACK	BK	REFERENCE LINE	R/L
BLOCK	BLK	REMAINING	REM
CENTERLINE	C/L	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
CERTIFIED SURVEY MAP	CSM	RIGHT	RT
CONCRETE	CONC	RIGHT OF WAY	R/W
COUNTY	CO	SECTION	SEC
COUNTY TRUNK HIGHWAY	CTH	SEPTIC VENT	SEPV
DISTANCE	DIST	SQUARE FEET	SF
CORNER	COR	STATE TRUNK HIGHWAY	STH
DOCUMENT NUMBER	DOC	STATION	STA
EASEMENT	EASE	TELEPHONE PEDESTAL	TP
EXISTING	EX	TEMPORARY LIMITED EASEMENT	TLE
GAS VALVE	GV	TRANSPORTATION PROJECT PLAT	TPP
GRID NORTH	GN	UNITED STATES HIGHWAY	USH
HIGHWAY EASEMENT	HE	VOLUME	V
IDENTIFICATION	ID		
LAND CONTRACT	LC		
LEFT	LT		
MONUMENT	MON		
NATIONAL GEODETIC SURVEY	NGS		
NUMBER	NO		
OUTLOT	OL		
PAGE	P		
POINT OF TANGENCY	PT		
PERMANENT LIMITED EASEMENT	PLE		
POINT OF BEGINNING	POB		
POINT OF CURVATURE	PC		

CURVE DATA ABBREVIATIONS

LONG CHORD	LCH	DIRECTION AHEAD	DA
LONG CHORD BEARING	LCB	DIRECTION BACK	DB
RADIUS	R		
DEGREE OF CURVE	D		
CENTRAL ANGLE	Δ /DELTA		
LENGTH OF CURVE	L		
TANGENT	T		

FIRE HYDRANT	
WATER VALVE	WV
WATER VALVE SERVICE	WVS
WELL	WELL
SANITARY MANHOLE	SAN
SEPTIC COVER	SEPTIC
STORM MANHOLE	SS
MANHOLE (GENERIC)	MH
GAS VALVE	GV
GAS VAULT	
GAS VENT	GVT
CONTROL BOX	
COMMUNICATIONS VAULT	

CONVENTIONAL UTILITY SYMBOLS

GAS	G	POWER POLE	
TELEPHONE	T	POWER POLE W/ LIGHT	
OVERHEAD TRANSMISSION LINES	OH	GUY WIRE ANCHOR	GUY
ELECTRIC	E	GUY POLE	GUY POLE
ELECTRIC TOWER		LIGHT POLE	
CABLE TELEVISION	TV	TRAFFIC SIGNAL POLE	
FIBER OPTIC	FO	ELECTRIC MANHOLE	EL
SANITARY SEWER	SAN	ELECTRIC METER	
STORM SEWER	SS	ELECTRIC PULLBOX	
WATER	W	ELECTRIC VAULT	
		TELEPHONE MANHOLE	TEL
		TELEPHONE PEDESTAL	
		CABLE TV MANHOLE	TV
		CABLE TV PEDESTAL	

NOTES:

RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONING FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

PROPERTY LINES SHOWN ON THIS PLAT FOR PROPERTIES BEING IMPACTED ARE DRAWN FROM DATA DERIVED FROM FILED/RECORDED MAPS AND DOCUMENTS OF PUBLIC RECORD. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

PARCEL AND UTILITY IDENTIFICATION NUMBERS MAY NOT POINT TO ALL AREAS OF ACQUISITION, AS NOTED ON THE TPP DETAIL PAGES.

THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSE ONLY. REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS

Attachment 8.1.1 Utility Exhibit

UTILITY EXHIBIT: 1234-56-21-4.20

IH-41 APPLETON - DE PERE STH 96 - CTH F OUTAGAMIE & BROWN COUNTIES

UTILITY EXHIBIT VERSIONS

VERSION	DATE	REASON
ORIGINAL	11/15/2021	N/A
1	2/2/2022	PLAT PAGE 1234-56-21-4.02 AMENDED, REMOVED PARCELS 78 AND 79
2	5/6/2022	UPDATED LOCATION OF AT&T WISCONSIN FACILITIES.
3	7/14/2022	PLAT PAGE 1234-56-21-4.10 AMENDED, NO CHANGES TO UTILITY EXHIBIT

SETBACK(S)

NAME	TYPE	RECORDING INFORMATION	RECORDED	DISTANCE FROM EX. RW LINE	AFFECTED PARCEL(S)
NORTHEAST BUSINESS PARK NO. 1	SUBDIVISION	DOC 124650	1980	50'	201, 202, 203
NORTHEAST BUSINESS PARK NO. 2	SUBDIVISION	DOC 124650	1980	50'	196, 197, 198, 199

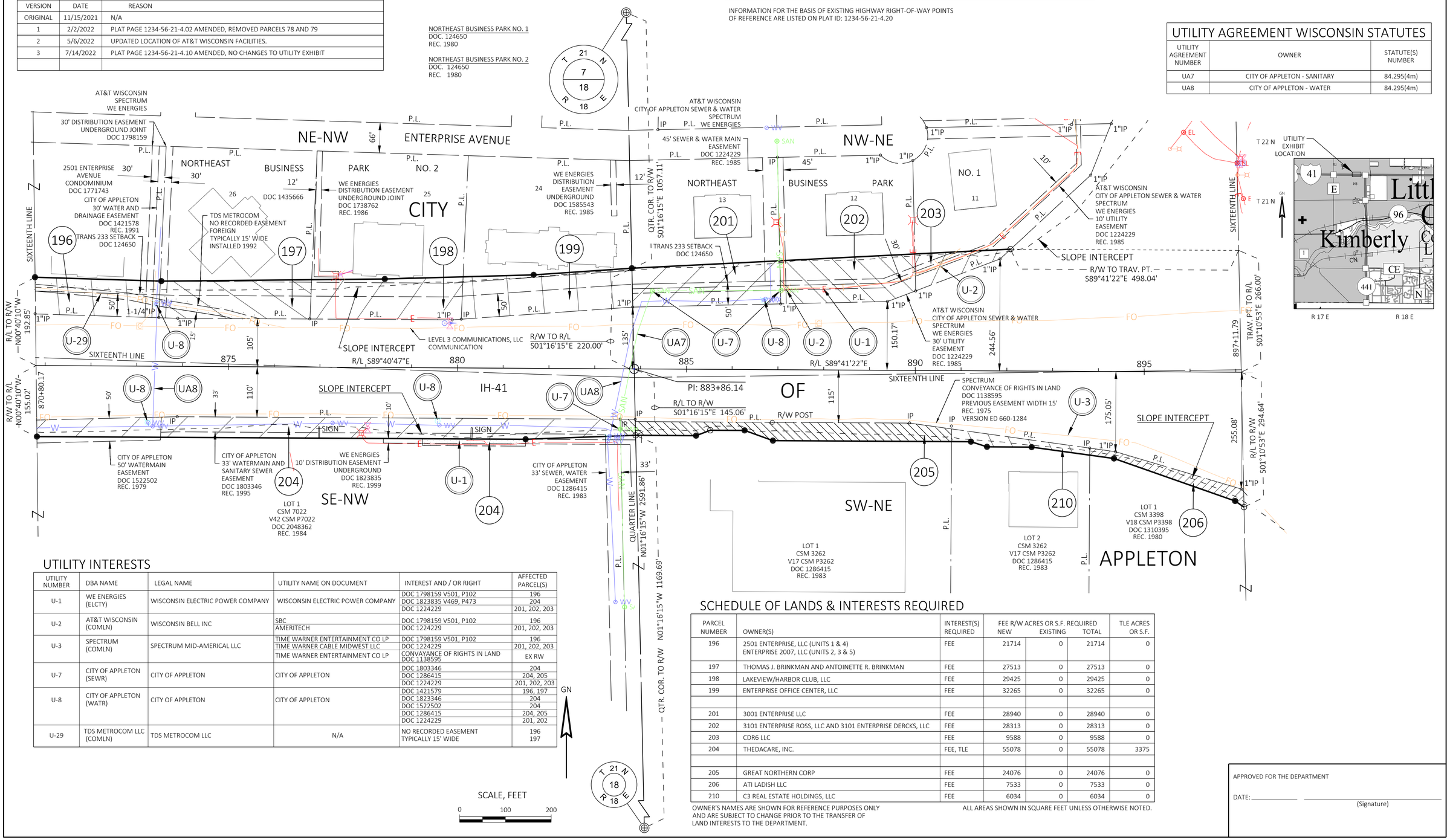
INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON PLAT ID: 1234-56-21-4.20

COMPANY LOGO

PREPARED BY: _____ DATE: _____

UTILITY AGREEMENT WISCONSIN STATUTES

UTILITY AGREEMENT NUMBER	OWNER	STATUTE(S) NUMBER
UA7	CITY OF APPLETON - SANITARY	84.295(4m)
UA8	CITY OF APPLETON - WATER	84.295(4m)



UTILITY INTERESTS

UTILITY NUMBER	DBA NAME	LEGAL NAME	UTILITY NAME ON DOCUMENT	INTEREST AND / OR RIGHT	AFFECTED PARCEL(S)
U-1	WE ENERGIES (ELCTY)	WISCONSIN ELECTRIC POWER COMPANY	WISCONSIN ELECTRIC POWER COMPANY	DOC 1798159 V501, P102	196
				DOC 1823835 V469, P473	204
				DOC 1224229	201, 202, 203
U-2	AT&T WISCONSIN (COMLN)	WISCONSIN BELL INC	SBC	DOC 1798159 V501, P102	196
			AMERITECH	DOC 1224229	201, 202, 203
U-3	SPECTRUM (COMLN)	SPECTRUM MID-AMERICAL LLC	TIME WARNER ENTERTAINMENT CO LP	DOC 1798159 V501, P102	196
			TIME WARNER CABLE MIDWEST LLC	DOC 1224229	201, 202, 203
			TIME WARNER ENTERTAINMENT CO LP	CONVAYANCE OF RIGHTS IN LAND DOC 1138595	EX RW
U-7	CITY OF APPLETON (SEWR)	CITY OF APPLETON	CITY OF APPLETON	DOC 1803346	204
				DOC 1286415	204, 205
				DOC 1224229	201, 202, 203
U-8	CITY OF APPLETON (WATR)	CITY OF APPLETON	CITY OF APPLETON	DOC 1421579	196, 197
				DOC 1823346	204
				DOC 1522502	204
				DOC 1286415	204, 205
				DOC 1224229	201, 202
U-29	TDS METROCOM LLC (COMLN)	TDS METROCOM LLC	N/A	NO RECORDED EASEMENT TYPICALLY 15' WIDE	196 197

SCALE, FEET

0 100 200

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER(S)	INTEREST(S) REQUIRED	FEE R/W ACRES OR S.F. REQUIRED NEW	EXISTING	TOTAL	TLE ACRES OR S.F.
196	2501 ENTERPRISE, LLC (UNITS 1 & 4) ENTERPRISE 2007, LLC (UNITS 2, 3 & 5)	FEE	21714	0	21714	0
197	THOMAS J. BRINKMAN AND ANTOINETTE R. BRINKMAN	FEE	27513	0	27513	0
198	LAKEVIEW/HARBOR CLUB, LLC	FEE	29425	0	29425	0
199	ENTERPRISE OFFICE CENTER, LLC	FEE	32265	0	32265	0
201	3001 ENTERPRISE LLC	FEE	28940	0	28940	0
202	3101 ENTERPRISE ROSS, LLC AND 3101 ENTERPRISE DERCKS, LLC	FEE	28313	0	28313	0
203	CDR6 LLC	FEE	9588	0	9588	0
204	THEDACARE, INC.	FEE, TLE	55078	0	55078	3375
205	GREAT NORTHERN CORP	FEE	24076	0	24076	0
206	ATI LADISH LLC	FEE	7533	0	7533	0
210	C3 REAL ESTATE HOLDINGS, LLC	FEE	6034	0	6034	0

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT.

ALL AREAS SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

APPROVED FOR THE DEPARTMENT

DATE: _____ _____ (Signature)

Attachment 8.1.1 Utility Exhibit

Utility Exhibit Checklist

Utility Exhibit ID: _____ **Construction ID:** _____
Page Number: _____ **Right of Way ID:** _____

Utility Exhibit Title Sheet

NOTE: Items marked with an asterisk (*) denotes that the item is not required for utility exhibits associated with a TLE Acquisition Exhibit.

_____ Sheet size and margins must match with the corresponding plat or map page

_____ No gray scale line work, text, symbols or shading

_____ The title "Utility Exhibit"

_____ Utility exhibit project number

_____ Project Title and Limits

_____ Highway and County

_____ Scale and north arrow (Incorporate a north arrow symbol along with a graphic scale bar)

_____ Conventional symbols and abbreviations

_____ Conventional utility symbols

_____ Exhibit graphic representation disclaimer

_____ * State map with county shaded

_____ * Location Sketch (depict the location of the project, with start and end points and include Town and Range designations)

_____ * Right-of-Way Boundary note

_____ * Right-of-Way Dimension note

_____ * Parcel/Utility Identification note

_____ * Property Line disclaimer

Utility Exhibit Detail Page

_____ Page size and margins must match with the corresponding plat or map page

_____ No gray scale line work, text, symbols or shading

_____ The title "Utility Exhibit"

_____ Utility exhibit project number – page number

_____ Original and Version dates. Below the dates add the following note: "*Information for the basis of existing highway right-of-way points of reference are listed on plat/map ID: xxxx-xx-xx-x.xx"* [enter the ID of the corresponding plat or map].

_____ Project Title, Limits, Highway and County

_____ Scale bar

_____ North arrow

_____ Preparer (The preparer is the name of the person that prepared the utility exhibit)

_____ Consultant logo (organization or company that prepared the utility exhibit)

_____ Department approval (The utility exhibit shall have a region approval signature and date)

_____ USPLSS (Section Quarter-Quarter with number, Town, and Range designations or Government Lot designations, recorded private claim or federal reservations lines)

_____ Existing Right-of-Way lines for highways and side roads

_____ Existing property lines, property “Z”s, and property line labels “P.L.”

_____ Schedule of Lands and Interests table that pertains to corresponding plat/map page

_____ Utility Agreement Wisconsin Statutes table (if applicable)

_____ Real estate acquisition parcel numbers

_____ All acquisition interests being acquired from each property

_____ Appropriate hatching patterns

_____ Label compensable utility facilities with a “U-Number”

_____ Location of compensable utility facilities in color

_____ Location of non-compensable utility facilities in color

_____ Location, ownership and recording information (volume, page, document number, and parcel affected) for all utility easements

_____ Location and ownership of utility facility prescriptive rights information (foreign or domestic, typical width, and install date)

_____ Utility Interest Table

_____ New reference lines (tangent bearing, stationing, and PI, PC, and PT labels)

_____ Highway designations and side road names

_____ Vacated or to be closed roads and alleys noted

_____ Slope intercepts shown and labeled

_____ Existing property monumentation

_____ Reference to recorded/filed surveys (sub-divisions, assessor plats, Lot and Block numbers, TPPs, Alta surveys, plats of surveys, etc.)

_____ New Right-of-Way monumentation

_____ Existing buildings, structures wells, signs, and other select topography

_____ All buildings to be removed (shown as darkened or bold outline)

_____ Town, City, Village, Government Lots, County designations, and corporate limits (if applicable)

_____ Label Remnant parcels

_____ Trans 233 setbacks

_____ Waterways: Waterway name, flow direction (If a portion of the waterway is also a property line, show PL labels in the appropriate locations)

_____ Permitted (Off-Premise) and Non-Permitted (On-Premise) signs

_____ Proposed/Existing highway structures (with structure numbers included)

_____ Basis of right-of-way note: “*Information for the basis of existing highway right-of-way points of reference are listed on Plat/exhibit ID: xxxx-xx-xx”*

_____ Aerial background image on a separate layer

_____ All layers in the pdf document are turned on

_____ ***** Match lines

_____ ***** Section corners. Section corners symbols shall include appropriate Town and Range designations and Section Numbers

_____ * Ties to the public land system

_____ * Geodetic survey control stations

_____ * Alignment equations (e.g. BK 150+50.00 = AH 200+00.00)

_____ * Alignment side road equalities (e.g. 124+50.00”P” = 500+00.00)

_____ * Reference to previous project alignment that established the current R/W corridor or previous monumentation plat that re-established the current R/W corridor (existing R/W widths)

_____ * Page location sketch showing, Town and Range designations (Show the utility exhibit location in the location sketch and the orientation of the location sketch needs to be the same orientation as the detail sheet)

_____ * Reference line stations of intersecting section lines and quarter lines

9.1 WisDOT Expectations of Utility Conflicts

Any utility facilities within the excavation limits are considered as being in conflict with the highway improvement project. Any buried facilities within 18 inches of the excavation limits are considered to be in conflict with the project. The Wisconsin Public Service Commission agrees with this 18-inch limit for safety and facility damage prevention reasons.

WisDOT expects the utility conflicts to be resolved in some way, they should either be:

1. Relocated outside of the excavation area, or
2. Relocated in coordination with the highway construction operations, or
3. Protected so that construction operations will not harm the utility facilities that are not in direct conflict with a proposed highway improvement, or
4. Assign utility company personnel to work with the contractor exposing and protecting the utility facility during construction operations in the area of the conflict.

Overhead lines that will conflict with construction operations, such as crane movement, can be utility conflicts if they restrict construction operations to the point where it is impossible to build the project with mechanical equipment. Restricting crane operations to 180-degree horizontal movements is not an unrealistic expectation. Restricting crane operations to less than 180 degrees is an unrealistic expectation. It may be possible to use equipment other than cranes to accomplish the construction task, if that is the case, the utility obstruction should be clearly identified in the special provisions so that the contract bidders take the obstruction into account when planning their method of operation and any additional costs would be included when they submit their bid.

9.2 Identifying Utility Conflicts

The utility company is ultimately responsible for determining the exact location of their facilities and for resolving conflicts with the highway improvement project. However, the highway designer is the person with the most knowledge about the highway project and is thus the best person to identify conflicts between the highway facilities and utility facilities. This assumes that the utility company provides the highway designer with accurate information about the location of their facilities. **Identifying utility conflicts should be a joint effort by the highway designer and the utility company.**

It is recommended that the highway designer provide the utility company with a list of potential utility conflicts based on the designer's knowledge of the location of the utility facilities. The designer is not taking on any liability by doing this; he/she is merely using their knowledge of the project to help the utility company get a head start on identifying the conflicts. **The utility is responsible for verifying these potential conflicts and identifying any other conflicts that might exist.**

On projects where the location and/or size of the buried utility facility is questionable and as a result it may or may not be in conflict, steps should be taken to determine the exact location of the facility. The designer should work with the utility company to determine whether the utility facility is in conflict. This may require exposing the utility facility and taking measurements that can be used to locate the facility on project plans.

This will generally mean obtaining x, y, and z, coordinates for the facility using the appropriate County Coordinate system. Design team survey crews can be used to obtain this information after the facility has been exposed. There are various methods that can be used to expose the facility. Vacuum excavation is one example.

9.3 Curb and Gutter Clearance Restrictions

Contractors have concerns when there is less than 3 feet of clearance between the back of curb and any above ground OR buried utility facility. Some curb and gutter paving machines require about a 3-foot clearance. Therefore, anytime there is less than 3 feet of clearance between the back of curb and the utility facility, this must be pointed out in the Special Provisions of the highway contract. The contractor can then incorporate any handwork required into the bid price.

There have been times when buried facilities have been in conflict with paving machines because the contractor has had to excavate to a depth below ground that uncovers the cable or pipe, or reduces the cover over the cable or pipe to an insufficient depth for safety reasons. Check the pavement structure depth and add at least

two feet to that depth to determine if buried facilities are likely to be in conflict. If they are in conflict, they must be relocated.

9.4 Common Conflicts

Listed below are some common conflicts that are often missed when reviewing a highway improvement plan looking for utility conflicts. This list is not all-inclusive.

1. **Cuts or fills for side roads or driveways.**
   a. Cuts for driveways may not be shown on the cross sections.
   b. They can go beyond our right of way acquisition areas. Sometimes these are handled with temporary easements or construction permits outside the project limits. Easements are the preferred way, because we can't pay a utility to relocate based on a construction permit.
   c. Utility lines must be buried extra deep near driveways in cut sections to assure proper cover during and after construction.
   d. Check the side road cross sections. People sometimes look only at the mainline cross sections and miss conflicts caused by the new side road profile.
   e. Fills for side roads or driveways can also cause clearance problems for overhead facilities. The weight of the fill section may be too much for a buried facility, causing a relocation.

2. **Commitments to property owners.**
   Review the commitments to property owners before looking for conflicts. Real Estate agents should not be making commitments that affect utility relocations, such as promising that a certain tree, shrub or other landscaping on WisDOT right of way will not be affected by the highway project. However, if they do make a commitment that might impact the work of a utility, the utility must be made aware of the commitment so that they can honor it when they do their plans and construction work.

3. **Excavation below subgrade (EBS).**
   The actual limits of EBS are determined during construction and are defined by the limits of the material being removed. Estimates of the location are placed on the plan sheets, but the excavation may end up being wider or deeper than originally shown on the plans. Avoid placement of new facilities near an EBS area. Relocate existing utility facilities that are in or near the EBS area. Utility company staff many not fully realize what EBS is and what its impact could be on their facilities.

4. **Environmental Areas**
   Archaeological sites, historical sites, contaminated sites, and endangered species habitats are listed on the plans, but their existence may not be apparent to the utility company designer. Review the utility work plan to make sure that their proposed facilities do not encroach upon any of the sensitive environmental areas on a project. Some environmentally sensitive projects may require additional permits from other agencies.

5. **Temporary Diversion Channels**
   Box culvert diversion channels are not always clearly marked on the plan sets that are sent to utility companies. Utility designers generally focus on the final highway product and may not be aware of any temporary diversion channels that are required to construct a structure. Excavation required for a diversion can conflict with a utility facility. Sheet piling is often used to redirect a stream and the piling will interfere with any buried utility facility.

6. **Storm sewer, culvert pipes, pipe underdrain and other drainage structures**
   The drainage system needs to be designed prior to sending the plans to utilities. The utilities need to be notified of any changes to the drainage system. Conflicts with drainage structures are often overlooked, especially storm sewer and underdrain conflicts. The exact vertical locations of the utility facility may be needed to determine if there is a conflict. The utility company and the highway designer should work together to obtain this information if it is not readily available.

7. **WisDOT Directional Signs**
   Highway signs, especially the big green signs or the blue services signs on divided highways may conflict with overhead and buried facilities. Check the size and depth of the bases required for these signs and also check the above ground clearance from existing and proposed overhead utility lines. Electric transmission lines require larger clearances than you might expect.

8. Traffic Control Staging and Temporary Widening
Poles and pedestals may not be in conflict with the final roadway, but they may be in conflict with the temporary work that is required for a staged project.

9. Tree Planting, Lighting, Street Enhancements and Other Miscellaneous Structures
Sometimes these details are not available at the time plans are sent to utilities. However, each of these details can cause a conflict with utility facilities. It is important to send these details to the utility companies as soon as possible. Also, check for conflicts with these kinds of details when the utility work plan is returned.

10. Overhead Lines vs. Construction Equipment
Overhead utility lines may not be in conflict with the proposed highway, but they might be in conflict with the equipment needed to build the highway. We must provide a work area where equipment can operate without too much obstruction. A crane should be able to swing at least 180-degrees and equipment should be able to operate without violating OSHA clearances. If normal construction equipment cannot be used, or if there are some restrictions to full movement, the special provisions should inform the contractor of what the restrictions are. Special equipment may be needed, which can lead to additional costs that should be reflected in the bid prices. See "Working Around Utility Facilities" in this chapter for more guidance.

11. Lighting and Signal Bases and Poles
Bases for signal or light poles are generally larger than you expect and quite often are overlooked when identifying conflicts. Bases can be up to 16 feet deep and more than 7 feet in diameter. Check with the designer to find out how big the bases will be. Also, check the overhead conflicts. Make sure that existing or proposed overhead lines will not conflict with the signal or lighting poles and wiring.

12. Utility "Manholes," Vaults and Duct Packages
Buried utility facilities that appear on the plan as a manhole or just a buried cable could be an underground vault or a huge conduit system. Both of these types of facilities can be costly to relocate and they can have a very large footprint causing a lot of potential conflicts. Discussions with utility companies during the early design stage can identify such facilities, which can become a design constraint if relocation is not practical. Even if they are abandoned in place prior to construction they can be costly to remove or work around. Large inactive facilities should be spelled out in the special provisions so the contractor is aware of their existence and can bid accordingly. Checking utility system maps can help to identify buried facilities.

13. Retaining Walls
Any wall other than a short gravity wall (usually found only in urban areas and less than 3 feet tall) will have some sort of anchoring system in the ground behind the wall. These anchoring systems can be of several types, usually either tie rods or geogrid (buried layers of mesh in between layers of backfill several feet deep that tie the wall and the soil behind it together). Utility facilities must stay well behind the furthest point out of either the tie rod anchors or the geogrid. If possible, the utility should be placed on the other side of the highway, or stay in front of the wall, although that might not be practical. Check with the designer for the design details of all retaining walls. Note that the excavation required to build the retaining wall may conflict with existing utility facilities that would otherwise not be thought to be in conflict. The designer should be able to provide a good approximation of the excavation limits.

14. Structures (Excavations for Footings, Foundations, Cut-off Walls, etc.)
While the footprint of a proposed structure may not interfere with an existing utility facility, the excavation limits needed to construct the structure may conflict with a utility facility that is several feet away from the footprint. The excavation limits are determined based on the depth of the structure in question and the soil types. In many cases a 1:1 slope is needed from the bottom of the excavation to the existing ground level. A footing that is 12 feet deep would require at least a 12-foot buffer around the footing footprint. The structure designer should be able to provide the approximate limits of excavation. They will know about the type of soil involved and what can be expected.

9.5 Airspace Conflicts

Landing sites for aircraft have a restricted space around them to provide a safe landing area for aircraft using the facility. Above ground structures are not allowed in this restricted air space. There are about 100 publicly owned airports and 600 privately owned landing sites in Wisconsin. The Bureau of Aeronautics has a booklet called "Airports by County" that provides all of the landing site locations for each county in the state. This booklet is available on the WisDOT website. The designer should consult this booklet early in the design process to determine what, if any, landing sites are near the improvement project.

When a project is within one mile of a landing facility, the designer should check with the Bureau of Aeronautics to determine what affect the landing facility will have on the highway improvement project and its related street lighting, signing or utility facility relocations. If one of the larger public airports is involved, check with the Bureau of Aeronautics when the project is within 3 miles of the airport. The Bureau would like to work with the designer and the utility companies to locate any above ground structures so that they are not a hazard to air navigation. Contact the Bureau at (608) 267-5273 or you can contact the project manager assigned to the airport in question from the Bureau website at: http://wisconsindot.gov/Pages/doing-bus/aeronautics/airports/proj-mngrs.aspx

9.6 Hydro Electric Plant (Dam) Conflicts

Hydroelectric dams have topographic restrictions around them that might be violated by a highway improvement project. Any filling or changing of natural or man-made topographic features can affect the Federal Energy Regulatory Commission requirements regarding containment around a hydroelectric dam. A change in elevation of a roadway can affect the flood elevations and backwater of a dam. Excavation, either cutting or filling, could also affect the discharge characteristics of a nearby dam. If your project is in the vicinity of a dam, contact the dam owner to determine if there are any potential conflicts. A site visit to the dam can help you determine the owner of the dam in most cases. The Department of Natural Resources or the Federal Energy Regulatory Commission can also be contacted for assistance in determining who owns the dam.

9.7 Cell Tower Conflicts

Cell towers are expensive to move. If at all possible, avoid direct conflict with the cell tower and its anchors.

Cell towers generally have a lease rather than a fee title ownership in the land they occupy. The leased land area meets the required standards for towers. The leased area is often larger than the fenced area around the tower itself. Avoid taking any part of the leased property if possible. Any reduction of the leased area could put the tower into a non-conforming status, which may require relocation of the tower. Relocation options are generally restricted by the technology demands of the system. They must be within a certain radius of the existing location.

Each county has it own ordinances regarding the location of towers, fall zones, and associated requirements that may further restrict relocation options. Review the local ordinances to determine what impact any change in the leased area may have on the tower.

A long-term lease is an interest in property and needs to be recorded at the County Register of Deeds Office if it is for more than one year. Therefore, a long-term lease should show up in a title search of a property. The terms of the lease should be examined to determine what financial impact the lease has on the property. The termination of the lease may require payment to the underlying property owner and the payment of damages to the tower owner, including relocation assistance. The real estate people working on the project should handle this lease similar to other leased properties.

Several utility companies may have facilities connecting to and on the tower. If these facilities require relocation they would be handled as a normal utility relocation handled by the Region Utility Coordinator.

9.8 Working Around Utility Facilities

There are times when it is not practical to relocate utility facilities for a highway improvement project. There are two general types of situations involved:

1. The first situation is generally **large, high cost facilities, or facilities that cannot be taken out of service** without endangering the local economy, the safety of the public, or placing an unreasonable burden on the utility customers.

   In these cases, the designer should determine whether the project could be built with the utility in place. Is it possible to construct the project with the utility as an obstruction? The designer should consult with people familiar with construction machinery and construction practices to determine whether it is feasible to build around the utility line. It may cost more to use alternate construction practices. The additional highway project costs may be justifiable in the big picture. Those additional costs should be part of the decision-making process when considering the feasibility of leaving the line in place.

   If the designer does not have access to qualified construction personnel, or if the design team has questions regarding their decision, there is a list of industry “experts” that have volunteered to be available to review

specific projects and give their opinion on the constructability of a project. See Attachment 9.8.1 for a list of experts that can be consulted.

2. The second situation is on **projects where it is not possible to relocate the utility totally out of the excavation limits**. This often occurs in urban areas where the utility line serves the properties adjacent to the project. The service laterals that go from the main line to the individual properties are often in conflict with the highway construction operations and adjustments need to be made during construction. The contractor often has to be cautious when working around the laterals and if any adjustments are required, they may be completed during construction. This is especially true for valve assemblies and valve or manhole covers.

A variation of this situation is when the main line crosses excavation required for storm sewer or similar construction. Quite often installation of storm sewer requires working around other utility lines. As long as the utility lines are not in direct conflict with the storm sewer facilities, relocation of the utility lines is not required.

Areas where the right of way is congested with a lot of utility facilities, generally in urban areas, will often require the contractor to work around numerous utility facilities. As long as it is possible to complete the work, this is an acceptable condition. Due to the unknown accuracy of depth information on utility as built plans and the susceptibility of locating equipment to error caused by site conditions, it is often a good idea to expose utility facilities to determine actual locations, and then determine whether conflicts exist. In some of these areas the conflicts are best resolved by changing the design of the storm sewer.

In both of the above situations, it is important that the special provisions of the highway contract clearly state that the contractor must work around the utility facility. This will affect the construction operations and the construction costs.

WTBA Construction Operations Contacts

WTBA Region		WisDOT Region Offices
1	=	Madison & Waukesha offices
2	=	Green Bay & Rhinelander offices
3	=	La Crosse & Eau Claire offices
4	=	Rhinelander & Superior offices

Region	Name	Firm	Phone	E-mail
1	Mike Hahn	Lunda Const.	920-853-3522	mhahn@lundaconstruction.com
1	Jason Samz	Zenith Tech	715-572-6285	JSamz@walbecgroup.com
2	Mike Hahn	Lunda Const.	920-853-3522	mhahn@lundaconstruction.com
2	Jason Samz	Zenith Tech	715-572-6285	JSamz@walbecgroup.com
3	Dan Kowalski	Zenith Tech	262-366-5111	DKowalski@walbecgroup.com
3	Joe Larson	Lunda Const.	715-284-9491	jlarson@lundaconstruction.com
4	Dan Kowalski	Zenith Tech	262-366-5111	DKowalski@walbecgroup.com
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The above information was provided by:

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Matt Grove may be contacted for construction operations questions within any WTBA region.

Suggested changes and updates to this attachment may be sent to the DOT DTSD CO Utility Coordination mailbox.

10.1 General

The designer must send the utilities copies of the plans so that they may evaluate any potential conflicts with their existing facilities, and if necessary, design a utility relocation plan.

There are at least two points in time when plans must be sent to utilities. You must send a preliminary plan that is complete enough for the utility to determine all conflicts with their facilities, and you must send a final plan that includes copies of the special provisions for the project. **The final plan must indicate any changes from the preliminary plan.**

On some projects it may be appropriate to send more plan sets. A utility should be notified of changes to the plan that affect their facilities as soon as practical. On Trans 220 projects, WisDOT is responsible for paying any engineering costs and construction costs related to subsequent relocations caused by changes in the highway plans after the initial relocation as per Wis. Stat. s. 84.063. Sending changes to utilities in a timely manner may prevent any such rework. Every effort should be made to have the preliminary plans complete enough that additional transmittals regarding changes are unnecessary.

Plans sent to utilities should be stamped "**Approved for Design of Utility Adjustments**." Utilities will generally not work on plans stamped "Preliminary" because they are concerned that changes will be made to the plans that may affect any work that they do. Stamping the plans "Approved for Design of Utility Adjustments" lets the utility know that the designer feels the plans are substantially complete, and that the utility will be notified of any changes that might affect utility facilities.

The readability of the plans sent to utility companies is important. The utility must be able to see their facilities clearly if they are to identify conflicts and design a relocation plan. Make sure that the copies of the plans sent are of good quality and readable. Some utility companies have the capability of accepting electronic plan files. This is encouraged and saves time and money for both the designer and the utility. See Attachment 10.1.1 for additional discussion. On complex plans or plans in urban areas, it is recommended that you send full-size plans printed in color to the utilities. This makes it easier to identify utility conflicts with the proposed plan. The addition of color for different utility type facilities reduces the possibility of conflicts being overlooked because of a cluttered plan sheet.

10.2 Preliminary Plans

Good utility coordination requires good communication between the utilities and the designer. Preliminary plans must be sent to the utilities when enough work has been done on them to allow the utilities to determine any and all conflicts with their facilities. This would be after the plat is complete, pavement profiles are set, cross sections are "finalized" and have utility facilities plotted on them, the ditch profiles are established, storm sewers and other drainage structures are designed, driveways have been located and designed, and retaining walls or any other incidental structures that may affect the placement of utility facilities are designed.

If there is traffic control staging on a project, temporary roads or temporary pavement widening may affect the location of utility facilities during construction even if there is no conflict with the final highway design elements. These traffic control plans should be sent to utility companies if they could possibly have an impact on existing or proposed utility facilities.

All submittals to utility companies should include a cover letter explaining the project, along with any project information that may be of interest to utility companies. Project schedule dates for PS&E submittal and Letting, environmentally sensitive areas, commitments made to property owners, and locations of geotechnical problem areas would all be pertinent to the utilities. A sample cover letter for a non-Trans 220 project is shown in Attachment 10.2.1. For Trans 220 projects, there are several examples. See the discussion below.

Cross sections sent with the preliminary plan submittal should show the horizontal location of utilities on the cross sections with a tick mark and label as stated in Facility Development Manual Procedure 18-10-30. This can be done with relative ease for projects done on the engineering software commonly in use. If extensive work is required to provide the utility information on the cross sections, this may be omitted. Showing the utilities helps both WisDOT and utility personnel determine conflict areas and will reduce the potential for unforeseen conflicts during construction.

On Trans 220 projects, a Form DT1078, "Project Plan Transmittal," must accompany the plans and cover letter. Attachment 10.2.2 is a sample of Form DT1078. In order to help the utility comply with the Trans 220 requirements for a work plan, it is strongly suggested that the "Utility Worksheet," Form DT2236, be sent as part of the Form DT1078 transmittal. See Attachment 10.2.3 for a "Utility Worksheet." Attachment 10.2.4, 10.2.5, and Attachment 10.2.6 are samples of cover letters for a Trans 220 project. Attachment 10.2.4 is if there is no utility parcel, use Attachment 10.2.5 if there is a utility land interest but no utility facility relocation required, and use Attachment 10.2.6 if there is a compensable utility relocation involved.

Attachment 10.2.7 is a plan quality survey that was developed in response to utility industry requests for a method of providing feedback to highway designers. The survey allows utility company staff a chance to comment on the quality of the information sent to them for their use in designing the utility relocations. The use of this survey is optional. It can be very beneficial for designers that do not have a lot of experience in highway design.

10.2.1 What to Send

The information you send to the utilities will vary with the type of project you have. The discussion above mentions some reasons for sending various pieces of information. The final decision on what to send should be based on what the utility needs to know in order to determine conflicts and to design a relocation plan that is compatible with the highway improvement plans. Here are some suggestions on what to send:

Required for almost every project:

Plan and Profiles	Cover letter explaining the project
Cross Sections	Construction scheduling
Typical Sections	Information about environmentally sensitive areas
Right of way plat (if there is one)	List of utility company contact people

Things that might be applicable:

Storm sewer plans
Structure plans (preliminary for bridges – at least show the footprint of structure; retaining walls and noise barriers – location, footings and height will be important; drainage structures – retaining ponds, weirs, gabion energy dissipaters, etc.)
Temporary channel/stream diversion details
Fencing plans
Signal plans
Lighting plans
Signing plans, especially if there are any big green signs
Traffic control staging plans, especially if there are temporary roads

Construction detail drawings and/or Standard Detail Drawings for:

Storm sewer pipes	Culvert end walls
Culvert pipes	Curb and gutter
Inlets	Bases for signals or light poles
Manholes	Pull boxes
Pipe bedding	Large signs
Loop detectors	Concrete masonry end walls
EBS	Marsh excavation
Light poles & luminaries	Rock cut details
Benching for large cuts	

Any commitments to property owners that might affect utility plans. ("*Statement to Construction Engineer of Commitments Made and Other Matters of Interest Developed During Acquisition*" Form DT1528.)

10.3 Final Plans

When plans have been finalized, **a copy of the final plans and the Utility section of the Special Provisions** must be sent to all utilities that have facilities in the project area. These utilities should all be listed in the plan itself. **On Trans 220 projects, the changes to the plan** that have occurred since the DT1078 "Project Plan Transmittal" form was sent **must be identified. Trans 220 requires this.** It is recommended that you highlight the changes, or if that isn't practical, describe them verbally, such as "the profile and ditches changed from Station 78+00 to Station 92+00."

It is WisDOT policy to identify for utility companies the changes to the plan on all highway projects, not just those covered by Trans 220.

See Chapter 12"Changes to the Plan" for additional guidance on sending plan revisions to utility companies.

Copies of the "*Statement to Construction Engineer of Commitments Made and Other Matters of Interest Developed During Acquisition*" form for all parcels in the utility company's service area should also be sent at this time, unless they were sent earlier, if any commitment might impact utility facilities. These forms will let the utility company know of any commitments WisDOT has made so that they can also honor those commitments. It is very embarrassing for WisDOT to tell a property owner that their trees do not need to be cut down for the highway project, and then the utility company comes along and cuts down the trees. We want to prevent this type of incident from occurring.

10.4 Format of Plans

Some utilities have switched to automated design and have the capability of using our electronic design files for a base for their design. These utilities would prefer to receive electronic design files on tape or disk or via e-mail. Contact the utility or your utility coordinator to determine the preference of the utility companies.

Color plans, where each utility facility type is shown in a different color, show the utility facilities better and make it easier for the person reviewing the plan to identify potential utility conflicts. The engineering design software commonly in use shows the various types of utility facilities in the nationally recognized colors that are also used for field locating of utility facilities. A note of caution: the yellow color used for gas facilities may not be very visible when printed. The designer may have to change the color to a darker shade of yellow in order to be easily visible when printed.

The size of the paper plan to send may vary with the complexity of the project. Some utilities prefer the 11" x 17" size plan. However, they also prefer to receive legible, uncluttered plans as soon as possible. It is recommended that you send full-size color plans to all utility companies. Consult with the Region Utility Coordinator if you have questions on what size of plans to send for your project.

If significant changes have been made to the plan during the final design process, the utility should receive a large final plan when the design is complete.

10.5 Who is Responsible for Sending the Final Plans

The **designer** is responsible for sending a copy of the final plans to the utilities. If the project is a consultant designed plan, the Region Project Manager must check to see that the Final Plans have been sent to all affected utilities. On in-house designed projects, the Utility Unit may send the plans. The designer should check with the Utility Coordinator to determine who will send the plans.

A sample cover letter for sending final plans is shown in Attachment 10.5.1. **The file copy of the cover letter must have originated in or be routed past the Utility Unit.**

CORRESPONDENCE MEMORANDUM---------- STATE OF WISCONSIN

August 17, 1998

TO: Technical Service Managers
Project Development Managers
District Utility Coordinators

FROM: Robert Bovy
Chief of Design Services and Quality Management

SUBJECT: Readability of Plans Sent to Utility Companies

We have had numerous complaints from utility companies stating that the plans they are being sent are of poor quality and it is difficult for them to determine if their existing facilities are in conflict with our proposed construction.

In review of this issue it seems one of the main reasons for this is the reduction in plan size. If the utility locations are hard to see on the large size plan they are virtually impossible to see when the plans are reduced. Urban plans are often very cluttered with information and it is difficult to determine which lines are which, or to decipher one symbol from another.

Another reason for these complaints is that sometimes the reproduction quality is not very good. Existing facilities which are screened do not show up well when the printed copy is lighter than it should be, due to low toner or an improper setting on the printer.

One solution to this problem may be to enhance the level that the utilities are shown on for the plans that are being prepared for utility use. While adding extra work for our Project Development staff it would seem this is the solution that would involve the least total effort and cost.

Another alternative to consider would be to provide all utilities with the old standard (large size) plan. This solution poses special problems in that some Districts, as well as some consulting firms, are no longer equipped to produce the large size plans in quantity. Having to provide a large plan to utilities could be very costly.

A solution mentioned by some of the utilities is to provide them with a copy of our electronic plan file. This has been done occasionally in the past with good results. However, as with providing printed plans, the provider must remember to send all revisions to the utility so that they are made aware of changes that may affect their relocation plans. Failure to perform this function could result in the State being responsible for any cost incurred by the utility for relocation caused by a plan change (second move).

As you can see the solution is not easy due to the diverse way we, as well as our suppliers (consultants), do business. We therefore ask that you review the plans you are sending to utilities. Put yourself in their shoes. If you were in charge of relocating the utility lines could you determine which lines were in conflict? If the answer is no, some form of action is required.

Thank you for your cooperation in this matter of mutual interest.

Wisconsin Department of Transportation

August 6, 1999

MARK VIDAS
BRUNETTE ELECTRIC COOPERATIVE
5308 MARSH ROAD
MCFARLAND, WI 53558

NOTICE OF POTENTIAL CONFLICT

RE: Project ID 3421-00-71
Delavan - Darien Road
(Delavan - Allens Grove)
STH 15 Walworth County

The Wisconsin Department of Transportation will be reconstructing the above project. Work will include widening of shoulders, changing the grade line from CTH X to CTH D, curb and gutter storm sewer work in Delavan and in Allens Grove, replacing the box culvert at Turtle Creek, and re-decking the bridge over Swan Creek.

Brunette Electric Cooperative (BEC) has facilities that are in conflict with this project that is scheduled for construction in 2001. Please review the enclosed materials to determine where your facilities are in conflict with the proposed highway project and to develop a relocation plan.

Enclosed for your use are the following:

1) A county map showing the general location of the project. This project is located in Sections 23, 24, 26, 27, 31 and 32 of Darien Township, Town 2 N, Range 15 East in Walworth County.
2) Right of way Plat 3421-00-21. Please review this plat carefully. If BEC's facilities are not shown correctly, please let us know so that we can correct our records. **It is very important that your facilities are shown correctly on this plat.** This information is used on our construction plan and detail sheets which are used by all construction field personnel. **Uncorrected location errors could have serious consequences.**
3) Plan and profile sheets and cross-sections for the mainline and crossroads for the portions of the project where you have facilities.
4) Storm sewer design detail sheets for the portions of the project in Delavan and Allens Grove.
5) A "Utility Worksheet," Form DT2236, to assist you in providing the information we need regarding your relocation plans.
6) A list of utility contact people for this project. This list may be used to coordinate your relocation activities with the other utilities.
7) List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later, which will be forwarded to you.

There are two environmentally sensitive areas on the project:

The property near Station 125+00 on the right is a former gas station. Contaminated soils have been detected in that area. Additional information regarding this site can be obtained by calling Gayle Monroe at (xxx) xxx-xxxx.

The house at 516 Barnes Street (Station 137+00 left) is on the National Register of Historic Places. Any aboveground facilities in that area should be designed with that in mind. If you have any questions regarding this site or the suitability of your design, please contact Joan Bruggink at (xxx) xxx- xxxx.

We have identified potential conflicts with BEC facilities from Station 120+50 to Station 250+00, and on CTH X and CTH D near the STH 15 intersections. However, it is important that you independently evaluate all possible conflicts.

DEADLINES: The design complete date for this project is April 1, 2000, with a construction letting date of October 15, 2000. The work is scheduled to take place during the 2001 construction season. It would be best if you could do your relocation work in the summer and fall of 2000. **We will need a reply from you by January 30, 2000** so that we can include the information regarding your relocation work into our highway plans. **Your reply should consist of sketches of your proposed work along with the completed "Utility Worksheet" Form DT2236.**

We appreciate your cooperation and assistance in our project development efforts. If you have any questions relating to the design of this project you may contact the designer for this project, Payton Morse at 608-654-3210 or at payton.morse@KatieEngineering.com. For any survey-related questions, contact Steve Marty at 608-246-1234, or steven.marty@dot.state.wi.us. If you have any other questions about this project, please contact me.

Ron Smith
SE Region Utility Coordinator
608-246-1234
Ronald.smith@dot.state.wi.us

PROJECT PLAN TRANSMITTAL

Wisconsin Department of Transportation

DT1078 11/2005 (Trans 220 WI Admin. Code)

Pursuant to s.84.063 Wisconsin Statutes, the Wisconsin Department of Transportation is furnishing the number of sets specified below of the available plan showing all existing utility facilities known to WisDOT where they will conflict with the improvement identified below.

– Name, Address, City, State, ZIP Code

To– Name, Address, City, State, ZIP Code	From – Name, Address, City, State, ZIP Code
Henry Grandys Superior Fuel and Light 124 Clough Street Superior, WI 54880	Jeff Mulloy Northwest Region – Superior Office 1701 North 4th Street Superior, WI 54880
Improvement Project ID 1234-01-70	County Bayfield
Highway Route Number or Name STH 13	
Improvement Limits Washburn - Bayfield	
Number of Plan Set(s) 1	Anticipated Year of Improvement Construction 2002
Project Classification Reconstruction	Work Plan Due Date August 6, 2000

For the purposes of Trans 220.05(4), this improvement is classified as indicated above. Your work plan is required at the above address on or before the due date indicated.

Transportation Region Name Northwest Region - Superior	
Consultant Name	(Region or Consultant Representative Signature) (Date) (If Computer-filled, Brush Script Font) (Title)

PROJECT PLAN ACKNOWLEDGEMENT

Return this form within 7 days of receipt to address shown above.

Receipt of the above transmittal is acknowledged.

Utility Name	
Utility Representative Name – Please Print	(Utility Representative Signature) (Date) (Title)

UTILITY WORKSHEET

Wisconsin Department of Transportation

DT2236 6/2009 s.84.063 Wis. Stats.

Utility Company Name	PLEASE RETURN THIS WORKSHEET BY
Clark Electric Cooperative - Electricity	June 17, 2013
Project Description Design Project ID: 1053-02-33 Construction Project ID: 1053-02-63 ABBOTSFORD - WAUSAU PORKY CRK& B EAU PLEINE B37-201,202 STH 29, Marathon County	RETURN TO Bryan Magnuson Division of Transportation System Development North Central Region Rhinelander Office 1681 Second Avenue S WI Rapids WI 54495-4768

1. Describe your proposed relocation plan for the above project, as requested in the enclosed letter, using highway stationing whenever possible. Attach extra sheets if needed.

2. Conflicting utility facilities will need to be relocated prior to construction. If this is not feasible, provide an explanation and an indication of what work will require coordination with the highway contractor during construction.

3. Anticipated Start Date

4. Estimated construction time required (In working days)

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

6. Include a list of the real estate parcels that the Wisconsin Department of Transportation (DOT) must have acquired to enable your company to complete the necessary facility installations and relocations prior to construction.

7. Review the enclosed plans for the above project. Are your facilities correct as shown? If not, list the errors. In some cases, it may be easier to return a marked up copy of the plan. **It is very important that your facilities are shown correctly because all construction field personnel will use this information. Uncorrected location errors could create construction delays or damage to utility facilities.**

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

9. Please provide the name, address, and telephone number of the field contact person for this project, so that we may place this information on the highway plan

Name	
Address	
City, State, ZIP Code	
Area Code - Telephone Number	Area Code - Telephone Number (Mobile)
E-mail Address	

10. List any other relevant information that may impact the ultimate goal of preventing construction delay due to uncertain scheduling of utility facility relocations.

11.

Yes	No	
☐	☐	Do you have any facilities that are no longer in use but have been left in place in the project area? If "Yes", approximately where are the facilities located and what type and size of facility is involved?
☐	☐	Does the line have any remaining product?
☐	☐	Does the line have any asbestos wrap or any other hazardous materials associated with it?
☐	☐	Does any part of the line conflict directly with the proposed highway project? If so, what arrangements have been made to remove those portions? This should be mentioned as part of your work plan in question number 1 on this form.
☐	☐	Is there any reason the highway contractor cannot remove portions of the line left in place?

If you answered "Yes" to any of the questions above, please attach additional pages.

Preparer Area Code – Telephone #, Ext.	Preparer E-Mail Address	
	(Name of Person Who Prepared this Worksheet) (If completed electronically, Brush Script Font)	(Date)

NOTE: DOT will be sending to you a Trans 220 Work Plan Approval letter and a Start Work Notice after we complete the review of your Work Plan.

Division of Transportation System Development
North Central Region
510 N Hanson Lake Road
Rhinelander, WI 54501

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 365-3490
FAX: (715) 365-5780
Email: ncr.dtsd@dot.wi.gov

CRAIG STUTTGEN
CITY OF ABBOTSFORD
203 NORTH FIRST ST
ABBOTSFORD WI 54405

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL
WORK PLAN

RE: Design Project ID: 1053-02-33
Construction Project ID: 1053-02-63
ABBOTSFORD - WAUSAU
PORKY CRK& B EAU PLEINE B37-201,202
STH 29, Marathon County

The information in this letter is meant to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220.

1. **Please complete and return the Project Plan Acknowledgement portion of the DT1078, *Project Plan Transmittal* form within seven days of your receiving it.**
2. **Within 60 days you'll need to submit a work plan to describe what relocations will be required by this project. WisDOT form DT2236, *Utility Worksheet*, is enclosed to help you develop a complete work plan.**

Within the limits of this project, your company has facilities, some of which may be in conflict with this proposed project. The final responsibility for conflict identification lies with you.

The plan should show both the present affected facility and the relocated or replacement facility with ties to highway stationing so that the location can be readily identified.

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added. Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways.

Enclosed are the following:

1. DT1078, *Project Plan Transmittal.* **Must be returned within seven days.**
2. An approved Trans 220 project plan for design of utility facility alterations or relocations.
3. DT2236, *Utility Worksheet.*
4. Project synopsis that describes the work to be done and includes a list of environmentally sensitive areas.
5. A map showing the general location of this project. This project is located in:
   Sections 33, 34 of Town 29 North, Range 02 East, Marathon County.
   Sections 03, 04 of Town 28 North, Range 02 East, Marathon County.
6. List of possible conflicts.

7. List of utility facility owner contacts. This list may help you coordinate any relocation work with other utility owners.
8. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later which will be forwarded to you.

DEADLINES: As stated on the DT1078, please submit the enclosed DT2236, *Utility Worksheet* and sketches by June 17, 2013. This project's design complete date is August 1, 2013 with a construction bid letting scheduled for February 11, 2014. The letting schedule may be advanced.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Bryan Magnuson
WisDOT Consultant Utility Coordinator
North Central Region Rhinelander Office
bmagnuson@becherhoppe.com

Enclosures. As stated

cc:

Division of Transportation System Development
North Central Region
510 N Hanson Lake Road
Rhinelander, WI 54501

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet:www.dot.wisconsin.gov

Telephone: (715) 365-3490
FAX: (715) 365-5780
Email: ncr.dtsd@dot.wi.gov

CRAIG STUTTGEN
CITY OF ABBOTSFORD
203 NORTH FIRST ST
ABBOTSFORD WI 54405

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL
WORK PLAN

RE: Design Project ID: 1053-02-33
Construction Project ID: 1053-02-63
ABBOTSFORD - WAUSAU
PORKY CRK& B EAU PLEINE B37-201,202
STH 29, Marathon County

The information in this letter is meant to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220.

1. **Please complete and return the Project Plan Acknowledgement portion of the DT1078, *Project Plan Transmittal* form within seven days of your receiving it.**
2. **Within 90 days you'll need to submit a work plan to describe what relocations will be required by this project. WisDOT form DT2236, *Utility Worksheet*, is enclosed to help you develop a complete work plan.**

Facilities and/or easements owned by your company have been identified in areas of proposed new right-of-way being acquired for this project. It will be necessary to acquire easement rights from your company. I expect **no conflicts** between our proposed construction operations and your facilities within the project limits, so I have not included a utility agreement form in this mailing. However, we will need a release of rights document from your company.

The plan should show both the present affected facility and the relocated or replacement facility with ties to highway stationing so that the location can be readily identified.

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added. Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways.

Enclosed are the following:

1. DT1078, *Project Plan Transmittal*. **Must be returned within seven days.**
2. An approved Trans 220 project plan for design of utility facility alterations or relocations.
3. DT2236, *Utility Worksheet*.
4. Project synopsis that describes the work to be done and includes a list of environmentally sensitive areas.
5. A map showing the general location of this project. This project is located in:
   Sections 33, 34 of Town 29 North, Range 02 East, Marathon County.
   Sections 03, 04 of Town 28 North, Range 02 East, Marathon County.

6. List of possible conflicts.
7. Conveyance of Rights (Form DT1660) or a Quit Claim Deed (Form DT1661).
8. List of utility facility owner contacts. This list may help you coordinate any relocation work with other utility owners.
9. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later which will be forwarded to you.

DEADLINES: As stated on the DT1078, please submit the enclosed DT2236, *Utility Worksheet* and sketches by August 17, 2013. This project's design complete date is August 1, 2013 with a construction bid letting scheduled for February 11, 2014. The letting schedule may be advanced.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Bryan Magnuson
WisDOT Consultant Utility Coordinator
North Central Region Rhinelander Office
bmagnuson@becherhoppe.com

Enclosures: As stated

cc:

Division of Transportation System Development
North Central Region
510 N Hanson Lake Road
Rhinelander, WI 54501

Scott Walker, Governor
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Internet:www.dot.wisconsin.gov

Telephone: (715) 365-3490
FAX: (715) 365-5780
Email: ncr.dtsd@dot.wi.gov

DAWN SCHULTZ
XCEL ENERGY
1414 W HAMILTON AVE
PO BOX 8
EAU CLAIRE WI 54702-0008

TRANS 220 PROJECT
PROJECT PLAN TRANSMITTAL
1078 COMPENSATION AND WORK PLAN

RE: Design Project ID: 1053-02-33
Construction Project ID: 1053-02-63
ABBOTSFORD - WAUSAU
PORKY CRK& B EAU PLEINE B37-201,202
STH 29, Marathon County

The information in this letter is meant to satisfy the legal requirements of Wisconsin Statute 84.063 and Administrative Rule Trans 220.

1. **Please complete and return the Project Plan Acknowledgement portion of the DT1078, *Project Plan Transmittal* form within seven days of your receiving it.**
2. **Within 60 days you'll need to submit a work plan to describe what relocations will be required by this project. WisDOT form DT2236, *Utility Worksheet*, is enclosed to help you develop a complete work plan.**

Within the limits of this project, your company has facilities, some of which may be in conflict with this proposed project. The final responsibility for conflict identification lies with you.

Facilities and/or easements owned by your company have been identified in areas of proposed new right-of-way being acquired for this project. It will be necessary to acquire easement rights from your company, as well as provide for reimbursement of the eligible relocation work.

Remember that in fill sections and in transitions between cuts and fills, it is common for cuts from 6" to 18" to occur when removing the existing pavement or topsoil, before the fill is added. Further, pay particular attention to ditch cuts; culvert, end wall, and cattle pass replacements and extensions; and driveway construction. All of these seemingly minor operations can affect your facilities in major ways.

Enclosed are the following:

1. DT1078, *Project Plan Transmittal*. **Must be returned within seven days**.
2. An approved Trans 220 project plan for design of utility facility alterations or relocations that includes a right-of-way plat with compensable areas shown. If you disagree with compensable areas shown, please call me to discuss.
3. DT2236, *Utility Worksheet*.
4. Project synopsis that describes the work to be done and includes a list of environmentally sensitive areas.
5. A map showing the general location of this project. This project is located in:
   Sections 33, 34 of Town 29 North, Range 02 East, Marathon County.
   Sections 03, 04 of Town 28 North, Range 02 East, Marathon County.
6. List of possible conflicts.

7. List of utility facility owner contacts. This list may help you coordinate any relocation work with other utility owners.
8. DT1541, *Audit Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility* and DT1542, *Lump Sum Agreement For Payment For Lands Or Interests In Lands Acquired From Public Utility*. You may use whichever agreement is appropriate if the amount of the agreement is less than $50,000. The audit agreement must be used if the amount of the agreement is larger than $50,000. If you decide to use the audit agreement, pay particular attention to Provision #3 that pertains to subcontracting. DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*, as mentioned in the agreements is also included.
9. DT1660, *Conveyance of Rights in Land*; DT1661, *Quit Claim Deed by Utility*; DT2216, *Temporary Construction Easement (Traditional Right-of-Way Plat)*; and/or a DT2217, *Temporary Construction Easement (Transportation Project Plat)*, *whichever is appropriate*.
10. List of real estate commitments made to property owners that may affect your design. There may be additional commitments made later which will be forwarded to you.

In connection with the agreement, on behalf of WisDOT, you are now authorized to prepare plans, estimates, and sketches documenting the anticipated relocation work. The plan should show both the present affected facility and the relocated or replacement facility with ties to highway stationing so that the location can be readily identified. Base your estimate on standard accounting practices and applicable portions of the *Code of Federal Regulations 23, Part 645, Subpart A-Utility Relocations, Adjustments and Reimbursement*. Include appropriate credits for used life, salvage, and betterment, or a statement declaring there are none.

I have enclosed the release of rights document(s), Audit Agreement and a Lump Sum Agreement. Please choose which Agreement you prefer, and return the original signed agreement with the original signed release document(s) to me. If the cost of the relocation work is $50,000 or higher, then the Audit Agreement must be used.

If you are not seeking compensation, discard the Audit and Lump Sum agreements and send a Utility Statement of Non-Reimbursement with the original signed release of rights document(s).

Construction authorization for this work is **not** hereby extended. Any construction performed before a written or verbal start work notice is received from WisDOT will not be reimbursed.

DEADLINES: By , please submit the following:

- The completed DT2236, *Utility Worksheet*, and sketches
- The properly executed release document(s)
- Either the signed agreement with your estimate(s), or a Utility Statement of Non-Reimbursement
- Other attachments as needed

This project's design complete date is August 1, 2013 with a construction bid letting scheduled for February 11, 2014. The letting schedule may be advanced.

SUBCONTRACTING: You may intend to hire a consultant to prepare your work plan and engineer your relocation design, or you may propose to hire a contractor to perform the necessary relocations. As long as the consultant and the contractor you use are regularly employed in your operations under a continuing contractual arrangement, there is no need to contact me. If not, however, please call me to discuss the additional information I'll need from you.

If you have any questions related to the design of this project you may contact the designer, - No designer set for this project.

I would like to thank you in advance for your cooperation and assistance in our project development efforts. If you have any questions about this project, please contact me.

Bryan Magnuson
WisDOT Consultant Utility Coordinator
North Central Region Rhinelander Office

bmagnuson@becherhoppe.com

Enclosures: As stated

cc:

PLAN QUALITY SURVEY

FOR USE BY UTILITY COMPANY PERSONNEL

The purpose of this survey is to solicit input from utility company personnel that use highway improvement plans to determine conflicts with utility facilities and to design utility relocation plans. Your observations will help determine the adequacy of the information provided for your use, and will identify areas that need improvement. You are encouraged to fill this out and return it at your convenience.

Completed surveys should be sent to: **Statewide Utility Engineer, 4802 Sheboygan Ave, Room 451, Madison WI 53707-7965**

This column to be filled out by utility	**This column to be filled out by WisDOT**
Utility Name:	WisDOT Project ID #:
Contact Person:	_____ Region – Consultant Plan: ☐ Y ☐ N
Phone Number:	Consultant Firm:

The subject areas listed below are suggestions only. You should not feel that your comments are limited to those areas. You may reply selectively. The entire survey does not need to be completed. Additional sheets or subject areas can be added as well.

Item	Comments
LEGIBILITY (Size of drawings, quality of printing, clutter, etc.)	
ACCURACY OF UTILITY INFORMATION (Are your facilities shown correctly?)	
REIMBURSABLE FACILITIES (Could you tell which facilities were compensable?)	
PROPOSED WORK (Were you able to determine what the proposed work entailed?)	
ENVIRONMENTAL INFO (Are sensitive sites adequately shown on the plan? Contaminated, historical, endangered species, etc.)	
COMPLETENESS OF INFO (Was all of the information you need to determine conflicts and design your relocation included in the plan submittal?)	

SPECIFIC PLAN SHEETS	COMMENTS ON PLAN SHEETS
RIGHT OF WAY PLAT	
TYPICAL SECTIONS	
PLAN & PROFILE	
CROSS SECTIONS	
CONSTRUCTION DETAILS	
OTHER	

ADDITIONAL COMMENTS:

THANK YOU FOR TAKING THE TIME TO COMMENT

Wisconsin Department of Transportation

March 5, 2004

CRAIG RUSCH
VERIZON COMMUNICATIONS
209 PARK STREET
SHEBOYGAN FALLS, WI 53085

Dear Mr. Rusch,

RE: Project ID 3421-00-71
Watertown - Hustisford Road
(Watertown - Karisa Drive)
STH 109 Dodge County

Enclosed are the final plans and the "Utility" portion of the Special Provisions for the above project. We have highlighted a few minor changes to the plan that have occurred since we sent the plans dated 3/15/2003.

The significant changes are:

Curb and Gutter was extended from Station 102+50 RT to 103+15 RT.
- The storm sewer at the STH 109-Kohler Rd intersection has been reconfigured.
- The driveway at Station 135+67 LT was moved to Station 137+50 LT.
- The profile of American Club Drive was changed, which extended the project limits 150 feet and changed the cross sections on American Club Drive.
- Curb and Gutter was added to Kathi Lane.

Your Trans 220 Work Plan was approved on 1/31/2004.

The Special Provision for this project regarding Verizon was written based on your Trans 220 Work Plan. Please contact us immediately if there have been any changes to your plan so that we may try to update the Special Provisions.

All Real Estate parcels have been acquired for this project. Construction is expected to begin in mid-June, 2004.

If you have any questions regarding these plans, you may contact me at (xxx)-xxx-xxxx, or the Project Designer, Harvey Rieder, at (xxx)-xxx-xxxx.

Sincerely,

Barbara Polce
Region Utility Coordinator

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)

(Title)

(Print Name)

State of)
) ss.
County)

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

The signer was: ☐ Physically in my presence. **OR**

☐ In my presence involving the use of communication technology.

(Signature)

(Title)

(Print Name)

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(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:

Project Description	Project ID(s)
Title:	Design:
Limits:	Construction:
Highway:	Right of Way:
County:	UTL No.:
	Utility:
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: 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 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. 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

(Division Administrator) (Date)

(Print Name)

COMPANY

(Company Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(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:

Project Description	Project ID(s)
Title:	Design:
Limits:	Construction:
Highway:	Right of Way:
County:	UTL No.:
	Utility:
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**
	(Company Name)
(Division Administrator) (Date)	(Authorized Signature) (Date)
(Print Name)	(Title)
	(Print Name)
	(Authorized Signature) (Date)
	(Title)
	(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.

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

For and in consideration of the acceptable relocation or replacement of the MUNICIPAL UTILITY facilities presently located on publicly held lands which must be modified to accommodate the construction of the above-identified freeway, the DEPARTMENT will pay an amount equal to 90% of the net cost incurred by the MUNICIPAL UTILITY for the actual removal, relocation, alteration or other rearrangement of the MUNICIPAL UTILITY facilities situated on the lands required to restore equivalent function as necessary and in kind, if feasible, of the affected segment of the MUNICIPAL UTILITY facility.

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

The work shall be performed under normal MUNICIPAL UTILITY practices and the costs computed and determined in accordance with the work order accounting procedure prescribed or approved for the MUNICIPAL UTILITY by the regulatory agency having jurisdiction, including applicable provisions of the Code of Federal Regulations 23, Part 645, Subpart A - Utility Relocations, Adjustments, and Reimbursement.

It is further understood that:

1. All salvage shall be credited to the project in the manner prescribed under the MUNICIPAL UTILITY's accounting procedure for work undertaken at the expense and volition of the MUNICIPAL UTILITY. When recovered materials are to be disposed of by sale as scrap, the MUNICIPAL UTILITY shall either have filed with the DEPARTMENT an acceptable statement outlining the MUNICIPAL UTILITY's current standard practice and procedure for disposal of such material or shall give written notice to the DEPARTMENT of the location and time said recovered materials will be available for inspection.

2. A credit shall be given representative of the amount of depreciation accrual, if any, assignable to the facilities subject to replacement. Such credit shall be calculated in accordance with s.645.117(h)(2) of the Code of Federal Regulations, Title 23. The amount of the credit shall be based upon the original installed cost, the age of the facility and the applicable depreciation rates, but may also consider the average service lives certified by the regulatory agency having jurisdiction and the expected remaining service lives of the existing materials.

3. Work under this Agreement shall not start until the MUNICIPAL UTILITY has received written notice from the DEPARTMENT to proceed with the work. The MUNICIPAL UTILITY shall give prior notice to the appropriate DEPARTMENT Regional Transportation Office when it proposes to commence its construction operations and shall give similar notification when operations are resumed subsequent to suspension of operations. Any significant change in the extent or scope of the work under this Agreement must be covered by a written change order or any extra work order. **It is expressly understood and agreed that any work done by the MUNICIPAL UTILITY prior to authorization by the DEPARTMENT shall be at the MUNICIPAL UTILITY's sole expense.**

   The MUNCIPAL UTILITY shall not subcontract any portion of the work included under this Agreement without the prior approval of the DEPARTMENT except for work of relatively minor cost or nature. Any existing continuing contract, under which the MUNICIPAL UTILITY now has certain work regularly performed, will be considered to conform to the requirements of this section, provided the contract is submitted for the Regional Director's prior approval.

   The MUNICIPAL UTILITY shall keep and make available to the DEPARTMENT detailed payrolls for office and field personnel, equipment use records, materials used, and salvage records including the condition and disposition of the removed and salvaged materials, as well as payments to any MUNICIPAL UTILITY subcontractor if the work is performed in that manner.

   The MUNICIPAL UTILITY agrees to maintain all records of costs incurred that are covered by this Agreement for a period of 3 years from the date of final payment for inspection by the DEPARTMENT and the Federal Highway Administration.

4. Upon completion of the work contemplated under this Agreement, the MUNICIPAL UTILITY will submit invoices to the DEPARTMENT setting forth the actual and related indirect cost in substantially the same detail and order indicated in the estimate attached to this Agreement. Each copy of such invoice shall identify the location where the supporting records for the costs included in the billing may be reviewed as well as the name of the MUNICIPAL UTILITY custodian of such records. Invoice shall be submitted within one year of the completion of the companion highway project.

The MUNICIPAL UTILITY agrees to permit audit of said invoices by the DEPARTMENT and by the Federal Highway Administration, if necessary, and to offer prompt support for any item cited for review or be deemed to concur in the item's deletion or correction. The supportable net amount of the invoice verified by audit as being in compliance with the provisions of this Agreement shall be paid by the DEPARTMENT and will be accepted as full compensation for the agreed upon work including all damages, costs and expenses incurred by the MUNICIPAL UTILITY and arising from or necessitated by the work.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 U.S.C. Section 313, 23 CFR 635.410 and IIJA Pub. L. No. 117-58 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Buy America Compliance*.

5. In connection with the performance of work under this contract, the MUNICIPAL UTILITY agrees not to discriminate against any employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the MUNICIPAL UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPAL UTILITY agrees to post in conspicuous places, available for employes and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the MUNICIPAL UTILITY from compliance with applicable Federal and State laws, Wisconsin Administrative Codes, and local laws or ordinances which may affect the performance of the work covered, and shall not be construed to supersede any other governmental agency requirements for plan approval or authority to undertake the utility alteration work.

   This Agreement does not supplant any permit required under sections 84.08, 86.07(2), or 86.16, Wisconsin Statutes. No MUNICIPAL UTILITY work affecting highway lands shall be undertaken without any required separate permit, which may be processed and approved concurrently with this Agreement.

   In accordance with section 84.295(4m)(d), Wisconsin Statutes, any entry upon or occupation of freeway right of way under this Agreement by a Metropolitan Sewerage District acting under section 66.24(5)(b), Wisconsin Statutes, shall be done in a manner acceptable to the DEPARTMENT.

7. The Agreement is not binding upon the parties until this document has been fully executed by the MUNICIPAL UTILITY and the DEPARTMENT.

The parties have caused this Agreement to be executed by their proper officers and representatives on the date shown.

WISCONSIN DEPARTMENT OF TRANSPORTATION

(Contract Manager) (Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin) (Date)

(Print Name)

MUNICIPAL UTILITY

(Municipal Utility Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(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.

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 employe or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5) Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wisconsin Statutes or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the UTILITY further agrees to take affirmative action to ensure equal employment opportunities. The UTILITY agrees to post in conspicuous places, available for employes and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

6. The execution of this Agreement by the DEPARTMENT shall not relieve the 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

(Contract Manager) (Date)

(Print Name)

OFFICE OF THE GOVERNOR

(Governor of Wisconsin) (Date)

(Print Name)

UTILITY COMPANY

(Company Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

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		Project ID(s)	
Title:		Design:	
Limits:		Construction:	
Highway:		Right of Way:	
County:		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 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. 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

(Division Administrator) (Date)

(Print Name)

UTILITY COMPANY

(Company Name)

(Authorized Signature) (Date)

(Title)

(Print Name)

(Authorized Signature) (Date)

(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		Project ID(s)	
Title:		Design:	
Limits:		Construction:	
Highway:		Right of Way:	
County:		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.

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

(Division Administrator) (Date)

(Print Name)

UTILITY COMPANY

(Company Name)

(Authorized Signature) (Date)

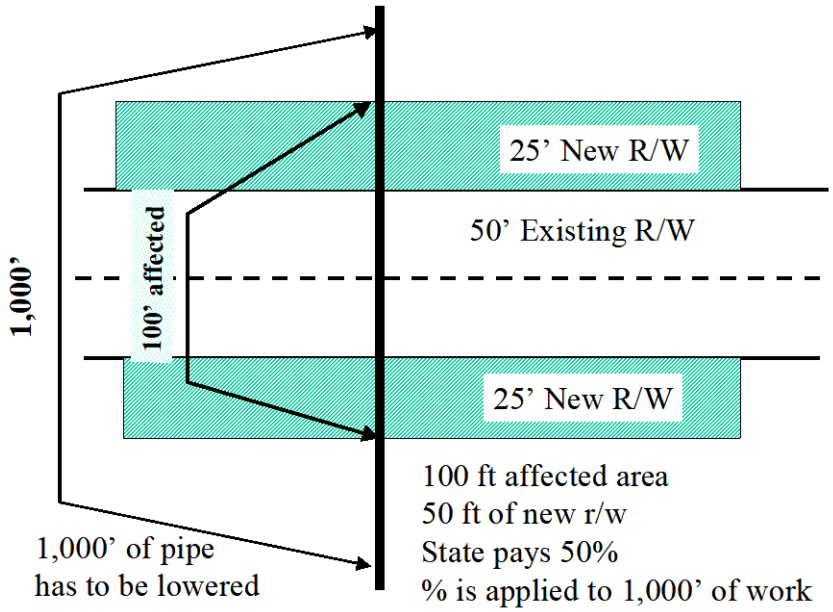
(Title)

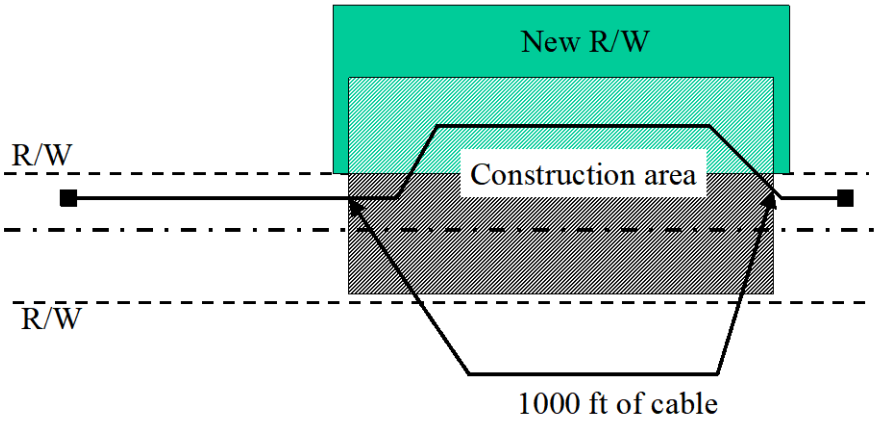
(Print Name)

(Authorized Signature) (Date)

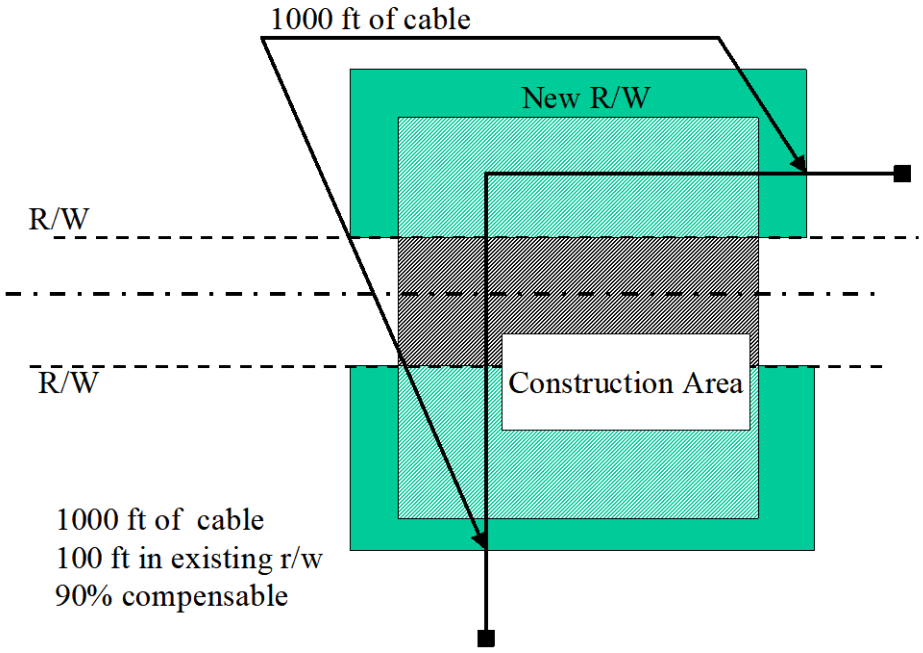
(Title)

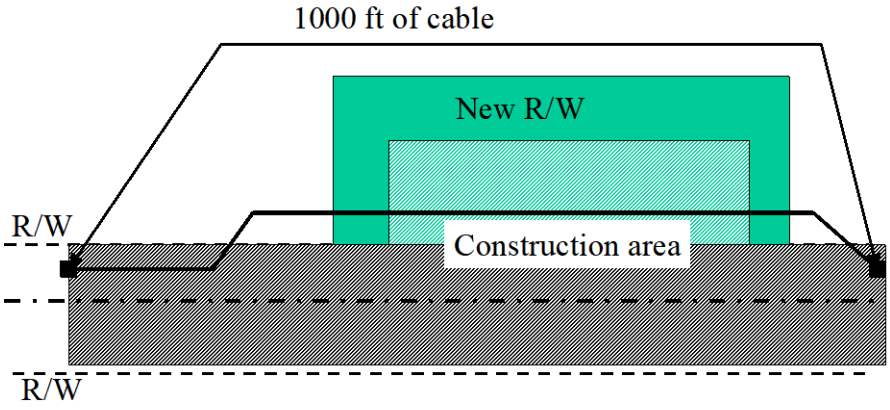
(Print Name)



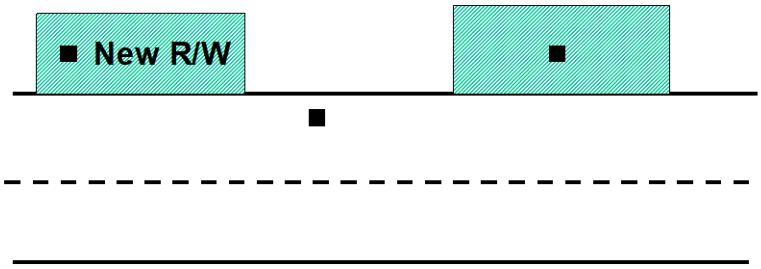


850 ft of cable in new r/w, 1000 ft total
85% compensable
Percentage applied to all work that needs to be done

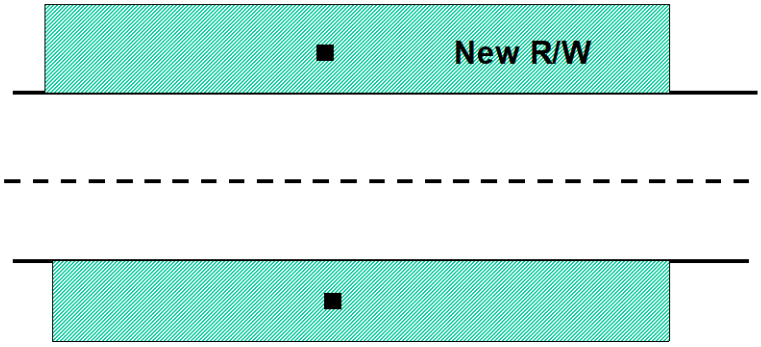




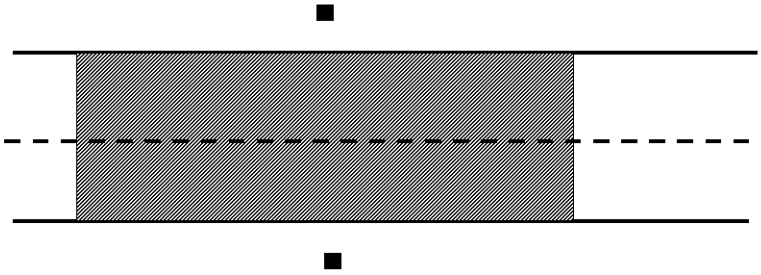
1000 ft of cable
300 ft in existing r/w
70% compensable



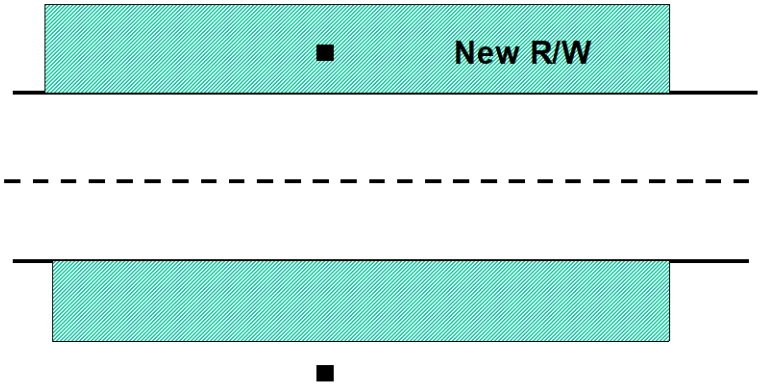
67% compensable (2 of 3)



100% compensable

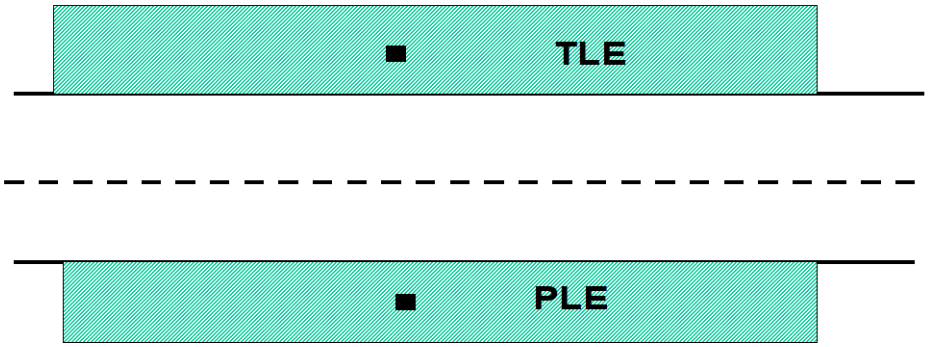


0% compensable
No land right being acquired



100% compensable

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



Both poles are 100% compensable

UTILITY ESTIMATION REPORT - LUMP SUM or AUDIT TYPE

DT1850 9/2016

Wisconsin Department of Transportation

Utility Company Name:

Project Description - Include
Title:
Limits:
Highway:
County:

Project ID(s):
Design:
Construction:
Right of Way:
UTL or UA No.:
Utility:

EXISTING FACILITY							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 ($)	REIMBURS COST LESS CREDITS ($)
TOTALS						$ -			$ -	$ -	$ -	$ -	$ -

15. TOTAL State Participation = 0.00 %

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 $:** Credit for salvage value, if any, for quantity listed in column 5. This shall be a credit to the State at billing time, again based on utility accounting procedures.
8. **Type of New Facility:** Description of new facility designed to replace existing facility.
9. **Quantity of New Facility:** Quantity of new facility included in work order intended to replace existing facility listed in columns 2, 3, and 4.
10. **Total Estimated Cost ($) 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.

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 item15. From this resultant shall be subtracted the Total State's Share of Salvage Credit from 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

_____ _____
Region Utility Coordinator Date

Bureau of Technical Services (BTS)

_____ _____
Statewide Utility Projects Coordinator 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

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

- ☐ 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

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

_____Utility Company Letterhead_____

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. 11th 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:

SPV number (if known)	Description	Estimated quantity
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: _____

SPV number	Description	Bid Price	Estimated cost
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: ____

SPV Number	Work item	Unit cost	Total Estimated Cost
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%)		$ 6,600.00
		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

12.1 The Impact on Utilities

During final design, many factors cause the designer to make adjustments to the preliminary design. While these changes are needed, and help to improve the final design, the designer must not overlook the impact these changes might have on existing or proposed utility facilities. As stated in the introduction to this guide, the designer is required by Wis. Stat. s. 182.0175 to avoid as much as possible any interference with utility transmission facilities.

There may be cases where the proposed design change affects the utility facilities so adversely that it is not prudent to make such a change. If this occurs, the designer should re-evaluate the proposed design change, and look at other alternatives. The overall goal of any design is to provide an improvement that is economical and efficient for all modes of transportation.

12.2 Notifying Utility Unit

The designer should notify the utility unit of any changes to the design that may affect utility facilities. The utility unit will either determine that there is no conflict, or will suggest notifying the utilities affected. Ch. Trans 220 Wis. Adm. Code requires that the utilities be notified of any changes that occur after the utilities have been sent the Form DT1078, Project Plan Transmittal. The utility unit will also place a note in the utility file regarding the change.

If the construction of a project is delayed or advanced, (either from one year to another, or if construction begins later or earlier in the season) the utilities must be notified so that they can change their schedules accordingly. See sample letter in Attachment 12.2.1.

When the limits of a project are extended, or the scope of a project changes, the utilities must be notified. This will probably require additional locating of utility facilities in the new area. See sample letters in Attachment 12.2.2 and Attachment 12.2.3.

12.3 Notifying Utilities

Ch. Trans 220 Wis. Adm. Code requires that after the DT1078, Project Plan Transmittal form has been sent to the utility companies, all changes to the project plan must be identified and sent to the utility companies with an explanatory cover letter. See samples of cover letters in Attachment 12.2.1, Attachment 12.2.2 and Attachment 12.2.3. Typically, a utility company will have no more than 60 days to react to changes in the plan. This may affect the due date for a utility work plan. It is best to notify utilities of changes to the plan as soon as possible.

It is WisDOT policy to identify utility companies the changes to the plan on all highway projects, not just those covered by Ch. Trans 220 Wis. Adm. Code. If the designer or the utility unit determines that the affected utilities should be notified, two different courses of action may occur:

- If there is a right of way plat for the project, the utility unit may want to notify the utilities, especially if the utility involved has a compensable land interest. The designer will be responsible for providing the appropriate exhibits to send to the utilities. These may be cross sections, intersection details, plan and profile sheets, revised right of way plats, etc. NOTE: Some changes (like an intersection improvement requiring additional new right of way) require additional field locating of utilities. This is often overlooked.

- If there is NO right of way plat for the project, the designer is responsible for notifying the affected utilities. The designer should check with the utility unit to be sure adequate information is supplied to the utilities. Sample letters to the utility are shown in Attachment 12.2.1, Attachment 12.2.2 and Attachment 12.2.3. The appropriate exhibits should accompany the letter.

There have been times when utility companies have stated that they never received plan changes. While this may be true, there are times when the designer did send the changes but the designer is unable to prove that the utility company received the changes. There are two ways of dealing with this. One way is to send the changes via certified mail requesting a return receipt, which requires the recipient to sign a green card that is returned to the sender. The second way is to send a revised DT1078 form, which has the Project Plan Acknowledgement on it. You will have to modify the DT1078 form in some way, such as stamping it “REVISED” and dating it, or writing “REVISED” on the form. It is important to date the revised form because, unfortunately, there are times when there is more than one revision. The cover letter that accompanies the revised DT1078 and the plan set should describe the changes that were made and should make it clear that the receiver needs to return the signed revised DT1078 form. If the utility does not return the signed revised DT1078 form within a reasonable timeframe, the person that

sent the revised plans must follow-up to make sure that the revisions were received. The dates the revisions were sent and received should be noted in the Trans. 220 Log. For non-Trans. 220 projects, a similar action should be taken. Send the revisions and make sure the utility company receives them.

12.4 Second Move Policy

After the utilities are sent copies of the plan stamped "Approved for Design of Utility Adjustments" (or for Trans 220 projects Form DT1078, Project Plan Transmittal), WisDOT may be responsible for any cost incurred by the utility caused by changes to the highway improvement design. This is commonly called our Second Move Policy. The purpose of the policy is to encourage utilities to relocate early rather than waiting until our plans are published for bidding. The policy eliminates the utility having to relocate twice at its own expense because of late changes in the design. It is best to have utilities relocated prior to construction and this policy helps achieve that goal.

Typically, the plans and cross sections are sent to the utilities six to ten months prior to the PS&E Submittal date. Therefore, it is imperative that the designer notifies the utility unit as soon as possible of any changes made after these plans have been sent. If notified immediately, it may be possible to inform the utility prior to their final design, in which case there would probably be no additional cost to WisDOT.

The Second Move Policy applies only to STH projects and other projects where no local funds are involved.

Wisconsin Department of Transportation

December 20, 1997

Alex Thagunna
Namaste Energy
501 Nepali Way
Green Bay, WI 54704

Dear Mr. Thagunna:

RE:	UPDATE ON		UPDATE ON
	Project 3070-02-00	and	Project 3070-02-01
	USH 12-Tihar Road		Chakra Street, Delafield
	STH 67 Waukesha County		(Eldora Lane-Marsh Rd.)
			STH 67 Waukesha County

This is to inform you that the proposed 1998 construction of the two projects listed above is being delayed to 1999. This delay will allow the Village of Delafield time to complete their sanitary sewer construction before the highway construction takes place. Also, it will allow the State extra time to reach an understanding with business and residential landowners from whom we will be acquiring right of way, as well as provide additional time to deal with the environmental issues related to a buried fuel oil tank on the project.

However, both of these projects will be let for construction in late 1998, making them among the first projects to be constructed in the spring of 1999. Therefore, we would like all utility companies to continue on their present schedule, with all conflicting utility lines relocated in 1998. We are notifying you of this change so that you may prioritize your scheduling accordingly.

Questions regarding this project can be directed to me at (xxx) xxx-xxxx, or to the Project Designer, Ernest J. Peterson, at (xxx) xxx-xxxx.

Sincerely,

Eric M. Wilson, PCV
SE Region Utility Coordinator

Wisconsin Department of Transportation

August 10, 1994

Palmyra Municipal Water Utility
Attn: Dustin Brunette
PO Box 380
Palmyra, WI 53156

TRANS 220 Revised Project Plan Transmittal

Dear Mr. Brunette,

RE: DESIGN PROJECT ID 3577-00-44 **UPDATE**
Palmyra - STH 106 Road
STH 135 Jefferson County

The construction project limits for the above project have been changed. This project, which is scheduled for construction in 1996, will now begin 250 feet north of Airport Road at Station 30+00, rather than at Station 12+00 as we stated in our May 3, 1994 letter. There will now be no highway construction in the Village of Palmyra. This means that the Village will not need to relocate or adjust any of their sanitary sewers, storm sewers or water mains that are currently located between Station 12+00 and Station 30+00.

As we wrote in our May 3, 1994 PROJECT PLAN TRANSMITTAL LETTER, the Village has a manhole and a water meter at Station 30+00, left, which serves the airport and which still need to be relocated. Because these facilities lie within the existing right of way, no portion of the costs for relocating them will be reimbursable.

I have enclosed the revised plan sheets for this project. Please note that the major change is the beginning of the project. A few other minor changes are highlighted in pink on the plan sheets. **In order to be in compliance with Ch. Trans 220 Wis. Adm. Code, you must sign and return the enclosed "REVISED Project Plan Transmittal, Form DT1078," and you must submit a revised Utility Work Plan to our office by October 15, 1994.** I have attached a "Utility Worksheet," Form DT2236, to assist you in providing us with the necessary information. If this change does not affect your Utility Work Plan, you may return a copy of this letter along with a note indicating there is no change.

Questions regarding this project can be directed to the Utility Coordinator for this project, Barb Polce at (xxx) xxx-xxxx, or the Project Designer, Ben Heninger, at (xxx) xxx-xxxx.

Sincerely,

Ernest J. Peterson, P.E.
SW Region Project Manager

Wisconsin Department of Transportation

Wisconsin Gas Company
Attention: Mark Vidas
P.O. Box 789
Wisconsin Rapids, WI 54494

Dear Mr. Vidas,

RE: Project ID 6040-02-00 **UPDATE**
Portage - East County Line Road
(STH 22-CTH SS)
STH 33 Columbia County

There has been a change in the design of the above project that will affect Wisconsin Gas Company (WGC) facilities in the Village of Marcellon. In order to adequately handle the drainage in Marcellon, a storm sewer system has been added to the plan. This system will run from Station 224+35 to Station 235+00. The trunk line will be 18 feet left of the centerline. Inlets will be located on both sides of the road in the curb and gutter at Stations 227+15, 230+00, 232+80, and 234+00. There will also be inlets on Highway 44 at Station 61+20 left and 63+55 right. Depending on the depth of WGC's 6-inch gas main, the laterals going from the trunk line to the inlets may conflict with WGC's main that runs parallel to Highway 33.

The flat terrain and high water table limit what we can do to avoid any conflicts. Please use the enclosed plan sheets to determine what course of action is necessary, and what impact that will have on your Utility Work Plan. We have marked the new storm sewer, and other plan changes in pink highlighter.

In order to be in compliance with Ch. Trans 220 Wis. Adm. Code, you must sign and return the enclosed "REVISED Project Plan Transmittal, Form DT1078," and you must submit a revised Utility Work Plan to our office by October 15, 1994. I have attached a "Utility Worksheet," Form DT2236, to assist you in providing us with the necessary information. If this change does not affect your Utility Work Plan, you may return a copy of this letter with a note indicating there is no change.

Questions regarding this project can be directed to the Utility Coordinator for this project, Alyssa Brokaw, at (xxx) xxx-xxxx, or the Project Designer, Brian Pagel, at (xxx) xxx-xxxx.

Sincerely,

Ernest J. Peterson, P.E.
SW Region Project Manager

13.1 General Note

A general note regarding utilities is required on every plan. See Procedure 15-1-15 of the Facilities Development Manual (FDM). The most commonly used notes are listed below:

Most projects will use this note:
-The locations of existing and proposed utility installations as shown on the plans are approximate. There may be other utility installations within the project area that are not shown.

If there are no utility facilities in the project area, use this note:
-There are no known utility facilities within the project area. However, it is the contractor's responsibility to confirm this.

On some types of projects the utility facilities are not shown on the plan, then use this note:
-There are utility facilities within the project area that are not shown on the plans. The contractor shall coordinate their construction activities with a call to Diggers Hotline and/or a direct call to the utilities that have facilities in the area. Not all utilities are members of Diggers Hotline.

For landscaping and signal projects, use the following note in addition to one of the above notes:
-The Engineer shall adjust the locations of items under this contract to avoid conflict with the existing utility facilities.

13.2 Utility Contacts

A contact person, with a mailing address and phone number, must be provided for every utility with facilities within the project limits. The contact person for construction activities is not necessarily the same person the designer deals with during the design process. Many utilities have separate design and construction sections. The construction contact person should be shown on the plan. Some utility companies request that all plans be sent to one central contact person and that another person be contacted for problems during construction. If this is the case, show the name where the plans are to be sent on the contact page, and have the construction contact person and phone number listed in the “utility” special provisions. It is also permissible to have two contact people listed on the plan. One contact could be noted as “Send all correspondence to:” and the other contact could be noted as “Construction Field Contact.” See examples in Attachment 13.2.1.

A variation of this is when a utility company states something like “John Doe should be contacted after the pavement is removed so that the service connections can be adjusted.” If John Doe’s only responsibility on the project is to make the service connections, John Doe should be listed in the special provisions stating that he should be contacted at the specified time, but John Doe should not be listed on the plan because his role is limited to the service connections.

The proper way to handle the contact person on the plan depends on the utility involved and the situation. If you are not sure how to handle the contacts on your project, consult with the Region Utility Coordinator, who should be familiar with how each utility company functions.

There are two formats that can be used to show the contact people on the plan. See the examples in Attachment 13.2.2 and Attachment 13.2.3 and Procedure 15-1-15 of the FDM.

A mailing address is important to construction personnel so that invitations to the pre-bid meeting, pre-construction meeting, and any other meetings can be sent to the appropriate person at the utility. If the utility has a post office box, list the P.O. Box number on the line directly above the city and state. The U.S. Postal Service delivers mail to the address that is on the line directly above the city and state. Mail will usually be delivered to a P.O. Box sooner than a street address because it doesn’t have to leave the post office.

CAUTION: Zip codes for P.O. Boxes are sometimes different than the zip code for the street address. To assure prompt delivery, you must have the correct zip code. Consult a zip code directory if you are uncertain about the zip code. P.O. Boxes are listed in the directory at the beginning of the street names for a city.

The designer or Region Utility Coordinator should ask the utility to provide the contact information in the Utility Worksheet, Form DT2236, when sending the Trans 220 Form DT1078, Project Plan Transmittal packet. (See

Chapter 10) For non-Trans 220 projects, this information should be requested in the letter to utilities that accompanies the plans.

For landscaping and signal plans where the proposed facilities will be adjusted in the field to avoid utility conflicts, the only utility contacts that need to be listed are Diggers Hotline and any utilities that are not members of Diggers Hotline. The contractor will need to have buried facilities located and a call to Diggers Hotline will accomplish that for member utilities. If you don't know whether the affected utility companies are members of Diggers Hotline contact either the Region Utility Coordinator or the utility company itself.

13.3 Diggers Hotline

The Diggers Hotline phone number and logo should be included with the list of utility contact people. See Attachment 13.3.1. On the list of utility contact people, the utilities that are NOT members of Diggers Hotline should be noted. See examples in Attachment 13.2.1 and Attachment 13.2.2.

13.4 Project with WisDOT Owned Facilities

On projects where there are WisDOT-owned or maintained signals, lighting, or other facilities the Region Traffic Section should be listed as a contact. Check with them for the appropriate person and phone number to list in the plan.

13.5 Plan Sheets

The information placed on the plan sheets, plan and profile sheets, and on intersection detail sheets, will vary depending on the nature of the project. The intent is to provide the contractor, and the utility, with sufficient information to be able to determine the extent of possible conflicts. An urban reconstruction project will require more detail than a signing project.

All utility facility location information shall conform to Quality Level B or Quality Level A as defined in the "American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02." Briefly, Quality Level B means that all utility location information must be field located. Quality Level A means that horizontal and vertical location as well as facility size and type information must be provided by exposing the structure and collecting the data. See the ASCE Standard Guideline document for additional detailed information on data quality levels.

Generally, all utility facilities should be shown on the plan sheets and/or plan and profile sheets. See FDM Procedure 15-1-35.

The utility facilities should be labeled with the company's name at least once on each page of the plan when there is more than one utility company with that type of facility. For example, if there are two companies with telecommunication facilities on a project, each page of the plan should be labeled to indicate which company owns which line. This helps the construction crews and the contractor know which utility they are dealing with in each area. The FDM Procedure 15-1-35 requires this.

Resurfacing and reconditioning projects may show utilities only where grading activity will occur. This is generally at intersections, and areas where ditching is planned to take care of a drainage problem. However, remember that even on rural resurfacing projects, there will probably be holes augured for beam guard posts, sign posts, etc.

Reconstruction and expansion projects should show all utilities throughout the project. Intersection details and other construction details should also show utilities. There may be cases where showing utilities on details will only lead to confusion and clutter. In this case, it is acceptable to not show the utilities on the details. However, as a rule, utilities should be shown on construction details because it often helps to clarify potential conflicts and affects the safety of the construction crews.

On signing plans, and other plans that show only large-scale plan views; it is permissible to omit showing the locations of utility facilities. In this case, the appropriate General Note and Special Provisions must be included in the plan.

13.5.1 Cross Sections

It is required to show the horizontal location of utility facilities on the cross sections that are sent to the utility companies. See FDM Procedure 18-10-30. A tick mark at the existing ground surface with the appropriate utility symbol should be shown at the correct distance left or right of centerline. If the vertical location is known, the facility can be drawn on the cross sections.

The utility locations do not have to be shown on the final cross sections that are part of the PS&E package. However, they do not have to be removed either. Highway contractors have stated that leaving the utilities on the cross sections helps them in their work. Showing them can improve safety on the construction site and can help avoid damage to existing utility facilities that will remain in place.

Multiple Contacts for One Utility Company

COMMUNICATIONS
VERIZON NORTH
JASON VOGEL, WIAOJ
1000 COMMUNICATION DR
P.O.BOX 49
SUN PRAIRIE, WI 53590
608-837-1633

CC: ROGER GOTTSHALL
301 WEST DIVISION STREET
DODGEVILLE, WI 53533
608-935-2387

ELECTRIC
HARPER VALLEY ELECTRIC COOPERATIVE ASSOCIATION, INC. **
BRIAN PAGEL
112 N RANDALL ST
P.O.BOX 1758
JANESVILLE, WI 53547
608-752-4550

CC: PAUL PETERSON @ THE SAME ADDRESS AND PHONE NUMBER

ELECTRIC/GAS
ALLIANT ENERGY
Send all correspondence to:

JASON HOGAN
SUITE 100, 4902 N BILTMORE LANE
MADISON, WI 53718
608-458-4871

Construction Field Contact:

RICK SCHIEFELBEIN
2700 GMAC DRIVE
P.O.BOX 839
JANESVILLE, WI 53547-0839
608-757-7517 OR 800-862-6222

** DENOTES UTILITIES THAT ARE **NOT** DIGGERS HOTLINE MEMBERS

Utility Contact People

CABLE TELEVISION
PEOPLE'S BROADBAND COMMUNICATION SYSTEMS **
TOM SANDERSON
P.O.BOX 1
RANDOLPH, WI 53956
414-326-5859

COMMUNICATIONS
VERIZON NORTH INC.
JOSHUA DUESTERBECK
2222 WEST DELAVAN DRIVE
PORTAGE, WI 53901
608-728-9511

ELECTRIC
ADAMS-COLUMBIA ELECTRIC CO-OP
MARTIN HILLERT
401 EAST LAKE ST
P.O.BOX 70
FRIENDSHIP, WI 53934-0070
608-339-3346

OIL
ANR PIPELINE COMPANY
ERNEST HINTZE
516 BARNES STREET
P.O.BOX 25
STEVENS POINT, WI 54481
715-344-2772

** DENOTES UTILITIES THAT ARE **NOT** DIGGERS HOTLINE MEMBERS

Alternate Format for Utility Contact People

UTILITY/MUNICIPALITY	ADDRESS	CONTACT	UTILITY TYPE
ALLIANT ENERGY	SUITE 1000 4902 N BILTMORE LANE MADISON WI 53718	JASON HOGAN 608 458 4871	ELECTRIC
	N1915 STATE HIGHWAY 69 MONROE WI 53566-9777	STEVE LARSEN 608 328 5339	
FERRELL GAS	N3116 UTILITY LANE MONROE WI 53566	CHESTER JOHNSON 608 328 8131	GAS/PROPANE
CHARTER COMMUNICATIONS	1348 PLAINFIELD AVENUE JANESVILLE WI 53547	GARY ANDERSON 608 754 3644 X307	CABLE TV
CITY OF MONROE	PO BOX 200 MONROE WI 53566	NATE KLASSY 608 329 2535	SANITARY SEWER AND/OR WATER
TDS TELECOM – MONROE	16924 WEST VICTOR ROAD NEW BERLIN WI 53151	MICHAEL JOHNSON 262 754 3052	COMMUNICATIONS
WISCONSIN GAS COMPANY	1251 WEST MAIN STREET SUN PRAIRIE WI 53590	AL ZWICKER 608 825 8531	GAS

Diggers Hotline Logo

14.1 General

The utilities article in the special provisions provides information regarding the utility facilities in the project area and the anticipated status of utility work at the time of the proposed highway improvement project. The utilities article of the special provisions is intended to provide the contractor with information that will be helpful in the bidding on, planning of, and scheduling for the proposed improvement project.

Inaccurate or incomplete information in the special provisions may cause claims for additional compensation to the contractor. Well written special provisions efficiently summarize utility work plans and provide detailed requirements for coordination to be performed during construction.

Write the special provisions from information provided by the utility owner in the utility work plan. Do not create special provisions without contacting the utility owner. The Wisconsin Department of Transportation (WisDOT) typically does not have direct control over utility owner actions. Therefore, roadway designers cannot make commitments on behalf of utility owners.

Ensure bidders have the most current data by verifying the schedule of utility adjustments just prior to the Plan, Specification and Estimate (PS&E) submittal. Contact each utility owner directly to get this information.

14.2 General Statements

Prior to detailing information regarding specific utilities, provide general information which typically applies to all utilities in the vicinity of the project. This will eliminate the need to repeat information under each utility.

14.2.1 Statement of Trans 220 Applicability

The first sentence of the utilities article for all projects must state whether or not Ch. Trans 220 Wis. Adm. Code (Trans 220) applies to the project. See Chapter 1 to determine if Trans 220 applies.

If it is a Trans 220 project, begin the utilities article with the following paragraph:

> *This contract comes under the provisions of Wisconsin Administrative Code Ch.Trans 220.*

If Trans 220 does NOT apply, use the following single-sentence paragraph instead:

> *This contract does not come under the provisions of Wisconsin Administrative Code Ch.Trans 220.*

14.2.2 Advise Bidders to Review the Work Plans, Permits, or Both

When detailing significant utility relocations, it is a good idea to give bidders an opportunity to review the approved utility work plans, utility permits, or both. This practice maximizes the bidders understanding of the utility companies' intentions and minimizes the need to write complicated paragraphs to detail the utility work plans. Check with your region's Utility Coordinator to determine if this option is appropriate for your project. See Chapter 1 for a listing of each region's Utility Coordinators. The following text is an example of how to direct bidders to review the approved utility work plans, utility permits, or both:

> *Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.*

14.2.3 Coordinating Work to Be Done During Construction by Utility Owners

Use the following paragraph when work is being done during highway construction. The paragraph details notifications the contractor is required to provide per Ch. Trans 220.05(10) Wis. Adm. Code. If all relocations are expected to be completed prior to the beginning of the highway construction, omit the paragraph.

> *Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner not less than three working days before the site will be ready for the utility owner to begin its work.*

14.3 Addressing Individual Utilities

14.3.1 Appropriate Level of Detail

Clearly indicate what, if any, utility coordination is required during the proposed highway improvement project. Give the bidder as much information as possible regarding the timeframes of utility work that will take place during the highway construction project. For example, "ABC Gas Company plans to lower the gas main between

Station 10+30 and Station 18+60 within 10 working days after the grading has been completed in that area."

Address each utility facility requiring alteration or relocation separately and include the following information for each entry per the Facilities Development Manual (FDM) Procedure FDM 19-15-25:

- Name of Utility Company (in **bold**)
- Type of facility; for example, 2-inch gas main, overhead power line, or buried telephone cable.
- Location of facility; for example, along the north side of Main Street between Washington Ave. and Lincoln Blvd.
- Location of conflicts.
- Corrective action that the utility will take; for example, lower gas main, or relocate line 10 feet right.
- Anticipated timing and duration, when applicable, of utility operations; for example, prior to the start of construction, by June 15, 2014, during construction, or two working days after pavement removal.

Include in the article all utility work scheduled for completion either before or during construction as well as utility work that is dependent upon the contractor's operations.

Be specific and provide detail. Instead of "All utilities will be relocated in coordination with construction operations," use "**Footville Telephone Company** will relocate their underground cable between Station 20+00 and Station 40+00 in coordination with construction operations under this contract."

However, do not be too specific. For example, do not commit to specific dates, time frames, or construction methods, unless necessary. (This may be necessary on complex projects or Trans 220 projects that will have utility work performed during construction.) It is important to provide information, but not make commitments on the utility owner's behalf. For example: state "This work will take approximately 14 working days," instead of "This work will take 14 days."

14.3.2 Avoid Redundant Utility Contacts

The contact person for the utility company will be listed on the General Notes sheet of the project plans. Such information is typically not repeated in the special provisions. However, it may be necessary to list a person who has specific duties regarding the construction operations, such as adjusting manholes or valve boxes, and is not the field contact for other issues during construction. An example of this is "Contact Jim Doe at 608-555-5555 after the pavement has been removed. Jim will adjust the service connections." This could be supplemented with "Contact Jane Smith at 262-555-5555 for all other issues during construction." Jane would be the contact person listed on the General Notes sheet. This clarifies that Jim Doe's responsibilities are limited to adjusting the service connections.

14.3.3 Curb and Gutter Handwork

If the curb and gutter construction clearance requirements as described in Chapter 9 cannot be met, insert a paragraph in the Special Provisions to alert the contractor of such field conditions, thus allowing the contractor to incorporate any necessary handwork into their bid price.

14.4 Formatting, Grammar, and Punctuation

Use the guidance contained in FDM 19-15-80.2.2 and the WisDOT Style Guide for Print Products and Web Pages for direction on formatting, grammar, and punctuation.

14.4.1 Formatting Requirements

For guidance on formatting special provisions, see FDM 19-15-1.

14.4.2 Avoid Using "Should"

Instead of using "should," tell the contractor what is to be done. "Should" is a suggestion, it cannot be enforced.

14.4.3 "Consists of" vs. "Includes"

"The work includes" is not a restrictive phrase and suggests that the scope of the work may be greater than the listing of work that immediately follows. In most cases, it is better to use the word "includes" instead of the phrase "consists of."

14.4.4 Lineal vs. Linear Feet

When measuring length, use "linear" rather than "lineal." Lineal means belonging to or being in direct line of descent from an ancestor.

14.4.5 Its vs. It's

The word "it's" is a contraction for the words "it is" or "it has," while "its" is the possessive form of the pronoun "it."

14.4.6 Keep Your Sentences Short and Simple

Do not leave room for interpretation. Provide clear meaning to the contractor about what is expected.

14.4.7 Define Abbreviations

Some abbreviations are provided in WisDOT standard spec 101.2. When introducing other abbreviations, use the whole term followed by the abbreviation in parentheses. When using acronyms, do not place periods between every letter. For example, write "ASTM," not "A.S.T.M." Do not abbreviate northbound, southbound, eastbound, or westbound.

Additional guidance on abbreviations can be found in the WisDOT Style Guide for Print Products and Web Pages (http://www.dot.wisconsin.gov/library/publications/style.htm#abbreviations).

14.4.8 Do Not Use "Etc."

"Etc." is short for "et cetera" which means "and others" or "and the rest." Use of "etc." in specifications is inappropriate because contractors are not required to deliver items that are not specifically mentioned. For example, instead of

> *"Furnish and install all other items necessary such as, wire nuts, splice kits and connectors, tape, insulating varnish, ground lug fasteners, sodium lamps, etc. for lighting to make the proposed system complete from the source of supply to the most remote unit,"*

use

> *"Furnish and install all other items necessary such as, wire nuts, splice kits and connectors, tape, insulating varnish, ground lug fasteners, sodium lamps for lighting, and other appurtenances to make the proposed system complete from the source of supply to the most remote unit,"*

or

> *"Furnish and install all other items necessary such as, wire nuts, splice kits and connectors, tape, insulating varnish, ground lug fasteners, and sodium lamps for lighting to make the proposed system complete from the source of supply to the most remote unit."*

14.4.9 Be Consistent Throughout the Article When Referring to Locations

Use "Station" when referring to a specific station. Use "LT," "left," "RT," or "right" to refer to location other than east, west, north or south. Spell out right of way; do not use "ROW," "R/W" or "r/w."

For example: "SBC will lower the telephone pedestal at Station 15+50 RT." Or "Nine telephone poles between Station 377+70 to Station 386+30 will be removed and replaced with a buried cable near the right of way line."

14.4.10 Engineer/Project Manager/WisDOT's Representative

When referring to one of these people in the special provisions, use the term "engineer." Do NOT capitalize engineer. WisDOT standard spec 101.3 defines the term "engineer" as "the Secretary of the Department of Transportation or the Secretary's authorized representative limited by the particular duties assigned to the representative."

14.4.11 Do Not Use the Forward Slash Mark (/) Unless it Represents the Word "Per"

Unless substituted for the word "per," slashes are ambiguous and therefore should not be used.

14.4.12 Use of Numbers and Units

When using numbers in sentences, follow the guidance provided in FDM 19-15-80.3. Additionally, all numbers should have units, so refer to FDM 19-15-80.4 for guidance on units.

14.4.13 Include the Year When Specifying Dates

The enforcement of completion dates or due dates can be questioned if the year is omitted, so always specify the year.

14.5 Sample Utilities Articles

Attachments 14.5.1 to 14.5.11 are sample utilities articles of the special provisions which may aid in writing and formatting. Use the table below to determine which samples to use:

Attachment	Utilities Present?	Utility Relocations	Description of Sample
Attachment 14.5.1	no	none	no known utilities
Attachment 14.5.2	yes	none	utilities present, but no conflicts or adjustments
Attachment 14.5.3	yes	none	coordinated under another Project ID
Attachment 14.5.4	yes	none	modify design to avoid conflicts in field
Attachment 14.5.5	yes	unknown	utility relocations to be identified and coordinated by contractor
Attachment 14.5.6	yes	prior to PS&E	utilities were relocated prior to PS&E submittal
Attachment 14.5.7	yes	after PS&E, but prior to construction	utilities are expected be relocated after PS&E submittal, but prior to highway construction
Attachment 14.5.8	yes	during construction, no site prep required	Relocations will be performed during construction, either by the utility owner or by the contractor. Utility relocations to be performed by the utility owners are NOT dependent upon the prior work performed by the contractor.
Attachment 14.5.9	yes	during construction, pending site prep	Utility relocations cannot be completed until the contractor has performed specific tasks.
Attachment 14.5.10	yes	yes	Utility conflicts are presented in the form of a list.
Attachment 14.5.11	yes	yes	Utility conflicts are presented in a table.
Attachment 14.5.12	yes	yes	Multiple Project IDs

14.6 Bid Item References

When referring to bid items within the articles, ensure that those bid items are part of the proposal. For example, if you specify that the contractor is to perform a utility line opening or adjust water valves as part of the contract work, ensure that the appropriate bid items are added to the estimate and plans.

Attachments 14.6.1 through 14.6.6 contain special provisions for some utility related bid items. These utility-related bid items have been used on past projects and may be of interest to the designer. These are provided as examples rather than standard special provisions. Therefore, the designer and region utility engineer should work together to develop appropriate utility related bid items on a project by project basis.

Utilities.

This contract does not come under the provisions of Wisconsin Administrative Code Chapter Trans 220.

There are no known utility facilities within the project limits.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

The following utility owners have facilities within the project area; however, no adjustments are anticipated:

- **Madison Gas & Electric Company**
- **GTE North, Inc.**
- **TCI Cablevision**

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

All utilities within the construction limits of Project ID 1234-05-72 were coordinated under project ID 1234-05-71. There are no other known utility conflicts within the construction limits.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

The following utility owners have facilities within the construction limits, however no conflicts are anticipated:

- **Madison Gas & Electric Company**
- **Ameritech Inc.**
- **TCI Cablevision**

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per state statutes. Use caution to maintain the integrity of utilities. Coordinate with the engineer to adjust plans as needed to avoid any unanticipated utility conflicts.

Utilities.

This contract does not come under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Due to the nature of this work, utility conflicts were not resolved during design. Have all utilities field-located prior to beginning construction. Coordinate all utility relocations or adjustments that may be necessary to accomplish the work of this project.

The utility owners involved are:*

- Sites 1, 2, and 3: **Alliant Energy, Verizon,** and **Charter Communications**
- Sites 4 and 5: **Alliant Energy, Ameritech,** and **Wisconsin Gas**
- Sites 6, 7, and 8: **Wisconsin Electric, Midwest Telephone**

*NOTE: If all of the utility owners are members of Diggers Hotline, instead of using the sentence:

The utility owners involved are:

use:

All of the utility owners with facilities in the project work areas are members of Diggers Hotline.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

The following utility owners relocated their facilities in 2010 to avoid conflicts with this contract; no further utility conflicts are anticipated:

- **Madison Gas & Electric Company**
- **Ameritech Inc.**
- **TCI Cablevision**

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Adams Columbia Electric Co-op (ACE) has utility poles and overhead electric facilities throughout the project. ACE plans to replace the overhead lines with underground electric facilities within the construction limits prior to May 15, 2014.

TransCanada has a 12-inch gas pipeline crossing near Station 149+68. TransCanada plans to extend the casing on both sides of the road, install a vent on the south side of the road, and extend the vent on the north side of the road to accommodate the proposed plan and profile. TransCanada plans to begin this work in February 2014 and complete it within 20 working days.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Wisconsin Gas Company has a 6-inch **gas** main along USH 14 between Station 5+00 and Station 30+75 left. Wisconsin Gas Company plans to lower the 6-inch main between Station 13+00 and Station 17+00. Wisconsin Gas Company plans to begin this work by April 20, 2014 and complete it within five working days.

Wisconsin Gas Company also has a 2-inch gas main that crosses Freistadt Road near Station 14+05. Wisconsin Gas Company does not anticipate any conflicts with this gas main.

Ameritech, Inc. has underground **communication** facilities along the east side of USH 14 throughout the project. Ameritech plans to relocate a telephone pedestal in the slope easement near Station 15+68 right. Ameritech plans to complete this work by May 1, 2014.

Sanitary District No. 4 has a 36-inch **sanitary sewer** along USH 14 between Station 10+00 and Station 35+00. Adjust five manholes to match the new finished pavement elevation. Perform this work in accordance with the requirements of the Adjusting Manhole Covers bid item. Arrange for an observer to be on site during the manhole adjustments by notifying the sanitary district three to five working days prior to performing said adjustments.

Wisconsin Power and Light (WPL) has overhead **electric** facilities along USH 14 between Station 8+00 and Station 25+00 right and between Station 25+00 and Station 37+00 left. WPL does not anticipate any conflicts with these facilities.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Ameritech, Inc. plans to install an underground **communication** facility crossing near Station 339+50 after the subgrade is exposed in this area. Ameritech plans to vacate the existing underground communication facility crossing near Station 337+35. Provide notice 14 to 16 calendar days in advance of when the subgrade will be exposed and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner three to five working days before the site will be ready for the utility owner to begin its work. Ameritech anticipates this work will require up to five working days to complete.

Monona Sanitary District No. 4 has an existing 36-inch **sanitary sewer** between Station 10+00 and Station 35+00 on center line. Adjust five manholes to match the new finished pavement elevation. Perform this work in accordance with the requirements of the Adjusting Manhole Covers bid item. Arrange for an observer to be on site during the manhole adjustments by notifying the sanitary district three to five working days prior to performing said adjustments.

Madison Metropolitan Sewerage District (MMSD) has a **sanitary sewer** that requires no relocation. The relocated highway will cross over two sections of the sanitary sewer and place substantial loadings over a third section, requiring adjustments as follows:

1. Prior to construction, MMSD plans to raise the manhole near Station 55+30 approximately 9 feet. Make final adjustments in accordance to the Adjusting Manhole Covers bid item. Do not stockpile fill over the sanitary sewer pipe in excess of the proposed finished elevation between Station 55+20 and Station 58+00.

2. Prior to construction, MMSD plans to lower the manhole near Station 72+85 approximately 6 inches. This work is intended to accommodate the proposed cut between Station 70+10 and Station 73+10 which will reduce the amount of cover over the sanitary sewer pipe. Field-verify the location and depth of the sanitary sewer pipe in this shallow section.

3. MMSD has a sanitary sewer force main crossing near Station 91+40, an area requiring excavation below subgrade. A planned maximum of 11 feet of fill will be located on the east side of the existing USH 51. Provide proper support for the sanitary sewer force main while performing construction activities in this area. Hand excavate within 18 inches of the top of the force main.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Wisconsin Public Service Corporation (WPS) has **electric** facilities within the construction limits, include overhead lines along the east side of Argonne Street, overhead lines across Argonne Street near Station 14‘ARG’+47 and underground facilities along the south side of Lombardi Avenue. Pending removal of Cabela’s construction trailer from the utility easement along the east side of Argonne Street, WPS plans to relocate their facilities as follows:

- Move the utility pole near Station 14‘ARG’+47 (23’ RT) roughly 50 feet to the east and place new anchors roughly 20 feet north and west of the pole.
- Install new utility poles near Station 10‘ARG’+07 (44’ RT), Station 11‘ARG’+23 (44’ RT) and Station 13‘ARG’+16 (48’ RT) with a new anchor roughly 8 feet east of the new pole.
- After Time Warner and Net-Lec transfer their overhead facilities to the new WPS utility poles, WPS plans to remove poles from the following locations:
    - Station 10‘ARG’+07 (22’ RT)
    - Station 11‘ARG’+23 (22’ RT)
    - Station 12‘ARG’+65 (22’ RT)
    - Station 14‘ARG’+47 (23’ RT)
    - Station 14‘ARG’+47 (43’ LT)
- Pending a new contract between WPS and the Village of Ashwaubenon, WPS plans to move the pole near Station 114‘VKE’+50 (50’ RT) to roughly 6 feet south of the proposed curb, discontinue use of the underground electric cable between Stations 113‘VKE’+00 (50’ RT) and Station 115‘VKE’+00 and replace it with an underground cable roughly 6 feet behind the proposed curb.
- Remove the pole near Station 14‘ARG’+75 (70’ LT).
- Discontinue use of the underground facility across Argonne St near Station 14‘ARG’+75 and replace it with a deeper line.

Pending the coordination mentioned above, WPS plans to begin the aforementioned relocations in January 2013 and complete them prior to construction.

[NOTE: A numbered list may be used instead of a bulleted list if (and only if), it is an all-inclusive list.]

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Wisconsin Public Service Corporation (WPS) has **electric** facilities within the construction limits, include overhead lines along the east side of Argonne Street, overhead lines across Argonne Street near Station 14‘ARG’+47 and underground facilities along the south side of Lombardi Avenue. Pending removal of Cabela’s construction trailer from the utility easement along the east side of Argonne Street, WPS plans to relocate their facilities as follows:

Approximate Location(s)	Planned Relocation
Station 14‘ARG’+47(23’ RT)	Move the utility pole roughly 50 feet to the east and place new anchors roughly 20 feet north and west of the pole.
Station 10‘ARG’+07 (44’ RT) Station 11‘ARG’+23 (44’ RT) Station 13‘ARG’+16 (48’ RT)	Install new utility poles with a new anchor roughly 8 feet east of the new pole.
Station 10‘ARG’+07 (22’ RT) Station 11‘ARG’+23 (22’ RT) Station 12‘ARG’+65 (22’ RT) Station 14‘ARG’+47 (23’ RT) Station 14‘ARG’+47 (43’ LT)	WPS plans to remove these poles after Time Warner and Net-Lec transfer their overhead facilities to the new WPS utility poles.
Between Station 113‘VKE’+00 (50’ RT) and Station 115‘VKE’+00	Pending a new contract between WPS and the Village of Ashwaubenon, WPS plans to discontinue use of the underground electric cable and replace it with an underground cable roughly 6 feet behind the proposed curb.
Station 14‘ARG’+75	Discontinue use of the underground facility across Argonne St and replace it with a deeper line.

Pending the coordination mentioned above, WPS plans to begin the aforementioned relocations in January 2013 and complete them prior to construction.

Utilities.

This contract comes under the provisions of Wisconsin Administrative Code Chapter Trans 220.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner three to five working days before the site will be ready for the utility owner to begin its work.

Project 1445-00-71
Black Earth Telephone Company has underground communication facilities…

Cross Plains Electric has overhead electric facilities on…

Project 1445-01-73
Cross Plains Electric has overhead electric facilities on…

Star Cablevision has communication facilities…

NOTE: This item should be used when only the manhole casting or cone is conflict and this conflict can be mitigated by slightly offsetting the manhole cone.

Sanitary Manhole Reconstruct, Item SPV.0060.xx.

A Description
This special provision describes removing the top concentric cone section of a manhole, and replacing it with an offset (eccentric) cone section in such a manner to place the casting in the terrace and out of the proposed curb and gutter, if possible.

B Materials
Perform this work in accordance to the pertinent requirements of section 611.2 of the standard specifications.

C Construction
Perform this work in accordance to the pertinent requirements of section 611.3 of the standard specifications and the standard detail drawing "Manholes Type 1."

D Measurement
The department will measure Sanitary Manhole Reconstruct by the unit acceptably completed.

E Payment
The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.xx	Sanitary Manhole Reconstruct	Each

Payment is full compensation for removing and replacing the top cone section of the manhole; providing all required materials, including masonry and fittings; for salvaging and reinstalling existing covers, including frames, grates or lids; for all necessary excavation, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Protective Concrete for Gas Lines, Item SPV.0165.xx.

A Description

(1) This special provision describes constructing protective concrete slabs with reinforcement over ANR gas transmission lines.

B Materials

(1) Furnish materials conforming to the following:

a. Concrete ..... Section 501
b. Reinforcement ..... Section 505
c. Base Aggregate Dense ..... Section 301 and Section 305

(2) Provide grade A, A-2, A-FA, A-S, A-T, A-IS, or A-IP concrete conforming to 501.2. Alternatively, where one of the grade A mixes is allowed under standard spec 501.3.1.3, the contractor may use a QMP mix design approved for concrete pavement or structural concrete under this contract.

(3) Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except delete the flammability requirement. Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

C Construction

(1) Expose the gas pipelines in the presence of ANR personnel using either hand digging or hydro-vac methods. No machine excavation is allowed near ANR lines until they are fully visually located.

(2) Install concrete protective slab per detail and as specified below.

(3) Form the foundation by excavating to the required elevation of the bottom of the base aggregate dense. Tamp or compact the foundation to ensure stability. Make the foundation wide enough to allow placing forms and performing concrete placement and finishing.

(4) Place base aggregate base to the thickness and section the detail shows.

(5) Place one-inch polystyrene insulation board as the detail shows.

(6) Furnish and use wood or metal forms, that are straight and of sufficient strength to resist springing, tipping, or other displacement during depositing and consolidating the concrete. If using wood forms, provide surfaced planks, at least 2-inch nominal thickness stock. If using metal forms, ensure they are the engineer-approved section with a flat surface on top. Use forms as deep as the depth of the protective concrete slab. Securely stake, brace, and hold the forms firmly to the required line. Make the forms tight to prevent mortar leakage. Clean and oil all forms before placing concrete against them.

(7) The engineer will check and approve the foundation, forms, and reinforcement before placement of the concrete. Place the concrete on a moist foundation, deposit it to the required depth, and consolidate sufficiently to bring the mortar to the surface, then strike-off and finish to a true and even surface. Before the mortar sets, brush or lightly broom the surface as directed by the engineer.

(8) Use reinforcement conforming to, and place it as specified on, the detail.

(9) Construct transverse joints at right angles to the protective concrete slab centerline, and construct longitudinal joints parallel to the centerline, unless specified otherwise. Construct the joints in the locations shown on the plans or as laid out in the field by the engineer.

(10) No joint may deviate more than 5 degrees from perpendicular to the surface of the finished. Ensure that all joint axis do not deviate more than ½ inch from a straight line, or from the designated alignment at any point. If constructing the joints in sections, do not use offsets or concrete struts between adjacent units.

(11) Do not divide the protective concrete slab into sections less than 3 feet, or greater than 12 feet in any dimension.

(12) If constructing the protective concrete slab in partial width slabs, place transverse joints so they match the like joints in adjacent slabs. Produce the unit areas by using forms extending to the concrete's full depth.

(13) The contractor may form contraction joints by cutting the concrete not less than ¼ of the depth through with a pointed trowel or other suitable tool. Edge-finish the joint.

(14) The contractor may saw contraction joints at least one inch in depth and approximately 1/8 inch wide in the protective concrete slab. Perform sawing as soon as possible after the concrete sets sufficiently to prevent raveling during sawing and before shrinkage cracking occurs.

(15) Round edges along forms, un-sawed joints, and division forms with a ½-inch radius edger.

(16) Do not seal joints.

(17) Cure the concrete as specified for concrete pavement in 415.3.12.

(18) Protect the concrete as specified for concrete pavement in 415.3.16 (4), 415.3.16 (5), and 415.3.16 (6).

(19) If the concrete is cured and the forms removed, backfill the spaces along the sides with satisfactory soil and thoroughly compact. Dispose of surplus excavation and restore the work site to a neat and orderly condition.

D Measurement

The department will measure Protective concrete for gas lines by the Square Foot acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.xx	Protective Concrete for Gas Line	SF

NOTE: Ideally, facilities should be located prior to construction. In some instances, it may be necessary to field verify the location of utilities during construction. It is best to use these when the facility doesn't significantly impact the construction operations, there is an unusually high number of underground utility crossings, or it is not feasible to locate the facility during the work plan development stage. This bid item will rarely be used.

Utility Line Opening, Item SPV.0060.xx.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining the elevation of those utilities and to determine if potential conflicts with proposed utilities exist.

B (Vacant)

C Construction

Complete the Utility Line Opening (ULO) as shown on the plan or as directed by the engineer. Excavate in a manner such that the utility in question is not damaged, and the safety of the workers is not compromised.

Perform the ULO as soon as possible and at least 3 days in advance of proposed utility or street construction to allow all conflicts to be resolved with minimal interruption. Where utilities are within 6 feet of each other at a location, only one ULO shall be called for. In this case, a single ULO shall be considered full payment to locate multiple utilities.

Ensure that all utility line openings have been approved by, and coordinated with, the engineer.

D Measurement

The department will measure Utility Line Opening, completed in accordance with the contract and accepted, by the unit.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.xx	Utility Line Opening	Each

Payment is full compensation for performing all excavation required to expose the utility line; backfilling the excavation with existing material; compacting the backfill and restoring the site; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

NOTE: Ideally, facilities should be located prior to construction. In some instances, it may be necessary to field verify the location of utilities during construction. It is best to use these when the facility doesn't significantly impact the construction operations, there is an unusually high number of underground utility crossings, or it is not feasible to locate the facility during the work plan development stage. This bid item will rarely be used.

Locate Sanitary Sewer, Item SPV.0105.xx.

A Description

This special provision describes excavating to uncover and determine the exact location of the sanitary sewer crossing at Station XXX+XX, or as directed by the engineer.

B (Vacant)

C Construction

Perform the work in accordance to Wisconsin State Statute 182.0175 (Damage to Transmission Facilities), and in such a manner that the sanitary sewer is not damaged and the safety of the workers is not compromised.

D Measurement

The department will measure Locate Sanitary Sewer, completed in accordance with the contract and accepted, as a single complete unit of work.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.xx	Locate Sanitary Sewer	LS

Payment is full compensation for performing all excavation required to expose the sanitary sewer; backfilling the excavation with existing material; compacting the backfill and restoring the site; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

NOTE: Normally, the cost of exposing utility facilities for safety reasons during directional boring construction operations is borne by the contractor and is incidental to the bid item of directional boring. However, there may be projects for which the number of exposures is excessive or unknown; for those unusual projects, a bid item may be included in the contract to pay for this work separately.

Locate Existing Utility, Item SPV.0060.xx.

A Description

This special provision describes locating existing utilities under paved surfaces, taking lateral and depth measurements that will be used for performing work for bid item Conduit, 3-Inch, Directional Bore and for bid item Multi-Cell Conduit, 4-Inch, Directional Bore, and restoring the pavement.

B Materials

Provide all base aggregate dense, asphaltic pavement, and concrete pavement, as required, to restore the site to its original condition. The materials provided shall be in accordance to the pertinent sections of the standard specifications.

C Construction

Remove pavement, alleys, or driveways, including all surfaces or other pavements superimposed thereon and base course or soil to the top of the utility being located. Core a nominal 6-inch diameter hole using conventional construction methods, or by using commercially available machinery that has been designed for this application.

Take lateral and depth measurements and provide the measurements to the engineer before performing directional boring.

Upon completion of the utility location, restore the roadway in the following manner. Install base aggregate dense from the bottom of the core exposed to the bottom of the pavement. Place concrete pavement and asphaltic surface to the dimensions as found in the existing roadway.

D Measurement

The department will measure Locate Existing Utility by the unit acceptably completed. One unit is one utility location.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.xx	Locate Existing Utility	Each

Payment is full compensation for sawcutting; removing pavement; performing all excavation; locating the utility; documenting utility lateral and depth information and providing it to the engineer; furnishing and placing all soil, base aggregate dense, concrete, and asphaltic surface necessary to restore the site to its original condition; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

NOTE: Normally, the cost of exposing utility facilities for safety reasons during directional boring construction operations is borne by the contractor and is incidental to the bid item of directional boring. However, there may be projects for which the number of exposures is excessive or unknown; for those unusual projects, a bid item may be included in the contract to pay for this work separately.

Expose Existing Utility, Item SPV.0060.xx.

A Description

This special provision describes exposing existing utilities under paved surfaces, taking lateral and depth measurements that will be used for performing work for bid item Conduit, 3-Inch, Directional Bore and for bid item Multi-Cell Conduit, 4-Inch, Directional Bore, and restoring the pavement. In addition to providing the required dimensions to the engineer, keep the utility exposed during the directional boring, allowing for visual assurance that all required utility clearances are being met.

B Materials

Provide all base aggregate dense, asphaltic pavement, and concrete pavement, as required, to restore the site to its original condition. The materials provided shall be in accordance to the pertinent sections of the standard specifications.

C Construction

Remove pavement, alleys, or driveways, including all surfaces or other pavements superimposed thereon and base course or soil to a minimum depth of 18-inches below the bottom of the utility being exposed.

When removing pavement, remove the pavement to an existing joint, or saw and chip to a true line with a face perpendicular to the surface of the existing pavement. Maintain drainage in accordance to subsection 205.3.3 of the standard specifications.

Take lateral and depth measurements and provide the measurements to the engineer before performing directional boring.

Keep the utility exposed and available for visual inspection until completing the directional bore. If the utility is exposed overnight or for prolonged periods of time, protect the utility from traffic by using steel plates suitable for carrying a vehicle or as directed by the engineer.

Upon completion of the utility location, restore the roadway in the following manner. Install base aggregate dense from the bottom of the core exposed to the bottom of the pavement. Place concrete pavement and asphaltic surface to the dimensions as found in the existing roadway.

D Measurement

The department will measure Expose Existing Utility by the unit acceptably completed. Should multiple utilities be located within the same exposure area, the department will measure the occurrence as one unit.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.xx	Expose Existing Utility	Each

Payment is full compensation for sawcutting; removing pavement; performing all excavation; locating the utility; documenting utility lateral and depth information and providing it to the engineer; furnishing and placing all soil, base aggregate dense, concrete, and asphaltic surface necessary to restore the site to its original condition; protecting the utility while it is exposed; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

15.1 General

The Utility Status Report (USR) is intended to summarize the status of utility coordination on each project being submitted for letting and to report on the status of compensable utility work. On State Trunk Highway projects, the Region Utility Unit can provide the designer with the necessary utility parcel information.

The USR is a required part of the PS&E package. It is a two-part document. The first part is the USR form. The second part is the "Utilities" section of the Special Provisions portion of the PS&E, which must be attached to the USR form. See the Facilities Development Manual (FDM) Procedure 18-10-40 and 19-10-40. Each individual construction project ID will require its own USR.

For state-sponsored projects, the USR should be submitted to the Region Utility Unit at least two (2) weeks prior to the PS&E submittal date. Check with the Region Utility Coordinator for more specific guidance on the timing and requirements for their review of the USR. The Region Utility Unit representative shall sign the USR upon its PS&E submittal.

On highway projects sponsored by a county, municipality, or other local unit of government (Local Projects), the utility coordination is handled by the local unit of government or by their consultant. The Region Utility Unit has no involvement with these projects. It is the responsibility of the WisDOT Local Projects Engineer to ensure that the USR is filled out correctly for local projects and endorse the USR with an electronic signature. Check with the Region Management Consultant for guidance on when to submit USR's on local projects.

The following three files may be used for creating and using electronic signatures.
http://wisconsindot.gov/dtsdManuals/utility/createsign.pdf [need PDF]
http://wisconsindot.gov/dtsdManuals/utility/sendcert.pdf
http://wisconsindot.gov/dtsdManuals/utility/signdoc.pdf

All utility companies which have facilities within the project which may potentially conflict with the contractor's operations, whether or not relocation is required, should be identified in the USR **and** discussed in the "Utilities" Special Provision.

15.2 How to Fill Them Out

The Utility Status Report is Form DT1080. This form is set up to automatically go to each item that must be filled out.

The USR should be filled out using the following instructions, and referring to Attachment 15.2.1.
The letters below refer to the corresponding letter on the form shown in Attachment 15.2.1.

Section I – Anyone can perform the following steps.

A Date the Utility Status Report (USR) is created or exported from TUMS.

B This is the TITLE of the improvement project in the FIIPS system.

C Design Project ID for the related Construction Project ID.

D Date the PS&E is to be submitted to Central Office.

E This is the LIMITS of the improvement project in the FIIPS system.

F Construction Project ID for the improvement project covered by this document. There **cannot** be multiple Construction Project ID(s) on a USR.

G Date the project is to be LET.

H Name of Region/Office in which the project is located. (Do not add Director's name in this area.)

I STH, USH or IH number; CTH letter; TOWN; or LOCAL. The designations "LOCAL" and "TOWN" are appropriate for roads that are not part of the State or County highway system.

J Right of Way Project ID for the Traditional or Transportation Project Plat inserted as a part of the plan set for a specific Construction Project ID. If there is no plat, put "dashes" in this box.

K Date the Traditional Plat was signed or revised. The latest date of any Transportation Project Plat sheet that was recorded or revised. If there is no plat, put "dashes" in this box.

L This is the primary County in which the project is located.

M If there is more than one plat inserted as a part of the plan set for a specific Construction Project ID, this field allows for additional Right of Way Project ID(s) to be shown. Put “dashes” in unused boxes.

N Date that each additional Right of Way Project ID(s) were signed, revised, or recorded. This field allows additional dates to be shown. Put “dashes” in unused boxes.

O Utility company Doing Business As (dba) name in TUMS OR abbreviation of the company name (WP&L, NSP, WEPCO, etc.). This area should list the names of all the utility companies that are shown on the plan sheets.

1) Any utility company may appear multiple times, dependent on the number of plats and utility numbers associated with the Construction Project ID. For example: We Energies-Gas could appear three times if utility number 60 is on Right of Way Project ID 1660-10-20 under Utility Project ID 1660-10-40; utility number 61 is on Right of Way Project ID 1660-10-21 under Utility Project ID 1660-10-41; utility number 64 is on Right of Way Project ID 1660-10-22 under Utility Project ID 1660-10-42.

2) There may also be multiple Utility Project ID(s) associated with one utility number as they are presented through separate plats (one utility number, one Utility Project ID, one plat). For example: We Energies-Gas could appear twice if utility number 66 is on Right of Way Project ID 7220-10-20 under Utility Project ID 7220-10-40; and utility number 66 is on Right of Way Project ID 7220-10-21 under Utility Project ID 7220-10-41.

3) On construction projects that are built over several years a Utility Project ID that is associated with the present Construction Project ID may also have been associated with a previous Construction Project ID and the utility work is now completed. It is accepted, and expected, to state the previous utility information since the information is still relevant to the entire project. For example: We Energies-Gas, UTL # 82, R/W Project ID 1390-04-23, Utility Project ID 1390-05-15, Estimated Cost $30,634.88, Project Plan Sent 8/15/08, UTL to CO 4/1/09, CO APP, 4/30/09 was included on the Construction Project 1390-04-73. With the up and coming Construction Project ID 1390-04-81 all this utility information would still be necessary to show since the R/W Project ID 1390-04-23 is associated with the identified construction project that is about to be let**.**

P Type of utility facility from TUMS. (Electric, Gas, Sewer, Water, etc.) The following is the list of abbreviations to be used in this column:

ARFC	Airport Facility	RDFC	Road Facility
COMLN	Communication Line	RRFC	Railroad Facility
COMTW	Communication Tower	SEWR	Sewer (Storm or Sanitary)
ELCTT	Electricity -Transmission	SLTG	Street Lighting
ELCTY	Electricity	STM	Steam
GEOSM	Geodetic Survey Monuments	WATR	Water
GSPTR	Gas/Petroleum	WISGN	Wisconsin Signal (Lights)
ITSNe	ITS Net (WisDOT Fiber Optic)		

This box must be filled in for every utility listed.

Q Utility number of the Utility Facility Owner as shown on the right of way plat. If there is not a utility number, put “dashes” in this box.

R Municipal utility agreement number of the Utility Facility Owner as shown on the right of way plat. If there are no municipal utility agreement(s), put “dashes” in this box.

S Right of Way project ID as shown on Traditional Plat or Transportation Project Plat inserted as part of the plan set for a specific Construction Project ID. If there is no plat, put “dashes” in this box.

T List all utility project ID(s) for compensable utility numbers(s) or municipal utility agreement(s). They will usually end with a -40 series suffix. For example: 1445-02-43. If there is no Utility Project ID, put “dashes” in this box.

U Estimated cost of utility agreement. If the utility has waived compensation and there is no agreement but is considered a Dollar Parcel, then put $1 in this box. If there is no utility number or utility agreement, put dashes in this box.

V Date project plans were sent to the utility company. For Trans 220 projects, this will be the date the DT1078 form, plans and cover memo were sent.

W Date the utility number or utility agreement was sent to the Bureau of Technical Services, Utility & Access Unit. If there is no utility number, utility agreement, or if the utility number is locally funded, put "dashes" in this box.

X For STH projects, this is the date the utility agreement was approved by the Bureau of Technical Services, Utility & Access Unit or Governor's Office. For local projects, this is the date the utility number was acquired by the Local Unit of Government. If there is no agreement ($1 parcel), this is the date the release of rights was sent to Central Office. If compensation is waived for a Municipal Agreement put "dashes" in this box. If there is no utility number or utility agreement, put "dashes" in this box.

Y State when the utility relocation work is to be done. The following is the list of abbreviations to be used in this column:

PC	Prior to Construction
DC	During Construction
PC/DC	Prior to Construction/During Construction
None	None

This box must be filled in for EVERY utility listed.

Z The utility number or utility agreement number that is not yet clear.

AA Status of the utility number or utility agreement that is not yet clear, including expected date of completion. Also, list any other comments about unusual circumstances regarding the utility number or utility agreement. Some examples are "The Town Chairman expects to acquire this utility number by May 2, 2011," or "Utility Number sent to Central Office, waiting for approval."

BB Additional comments to clarify issues regarding utility(s) on the project. Some examples are "Special Provisions will be updated by May 2, 2011," or "Utility Contacts will be updated by April 20, 2011."

CC This is the name of the person accepting responsibility for the information provided in Section I of the form.

DD E-mail address of the preparer of the USR.

EE Telephone number of the preparer of the USR.

FF Name of the consulting firm employing the preparer of the USR. For WisDOT employees, place the name of the projects region/office.

GG Date the preparer completed the USR.

HH This is the name of the Region Project Manager.

Section II – Can only be performed by a WisDOT Region Utility Representative.

II Check the box that applies. Either the project is or is not a Trans 220 project.

JJ Check this box to indicate the Utilities Special Provisions have been reviewed and are attached to the USR.

KK This box will normally be checked when there are utility(s) within the limits of the Construction Project ID, all release of rights documents have been obtained, all work plans and associated agreements have been approved, and utility special provisions necessary for the project have been completed and submitted.

LL This box should be checked for a Construction Project ID where there are no utility conflicts, the project will not break ground, and there is no possibility of a conflict with a utility facility. Examples of these project types include pavement marking projects, seal coating projects (where seal coating is the only operation), erecting signals where the signal bases are already in place, sign face refurbishing, and other

types of projects that do not break ground.

MM This box should be checked when there are no utility facilities within the Limits of the Construction Project ID.

NN This box will normally be checked when all utility coordination has not been completed for a Construction Project ID. Examples of incomplete utility coordination items include an incomplete list of Utility Contacts, missing Digger's Hotline logo, missing General Note(s), utility facilities shown incorrectly on the plan sheets, and incomplete Special Provisions.

OO This box should be checked when utility numbers(s) or utility agreement(s) have not been cleared.

PP This is the name of the WisDOT Region Utility Representative certifying that the entire USR is accurate to the best of their knowledge. For Local Projects, this is the WisDOT Local Project Engineer.

QQ This is the electronic signature of the WisDOT Region Utility Representative certifying that the entire USR is accurate to the best of their knowledge. For Local Projects, this is the WisDOT Local Project Engineer.

RR Date the WisDOT Utility Representative signed the USR.

Section III – Anyone can perform the following step.

SS Field for inserting a copy of the Utility Special Provisions into the USR.

15.3 Supporting Documentation Required

The Region Utility Coordinator will need copies of the correspondence that verifies the language in the Special Provisions, copies of the agreements, and copies of the release of rights documents in order to sign the USR. On state in-house projects, these documents should be in the utility unit file. On consultant-designed state projects the agreements and the conveyances will be in the utility unit file, however, the correspondence may not be and therefore should be submitted along with the USR. On Local Program projects, the local unit of government or their consultant must obtain these documents. Copies of these should be sent to the Region Management Consultant Utility Coordinator, either as soon as they are acquired, or with the USR submittal.

On projects that have been delayed after the USR was signed or submitted, the original designer is responsible for updating the information on the USR and the special provisions at the time the project is put back into the letting schedule. If the original designer was a consultant that is no longer under contract, the Region is responsible for providing the current information.

15.4 Electronic PS&E Submittal

It is required to submit the PS&E electronically. As shown in the examples, the name of the Region Utility Coordinator, the name of the Firm or Region Office, and the Region Project Manager must be provided on the USR. All USR's shall be electronically signed by the Region Utility Representative. This person is responsible for the accuracy of the information that is placed on the USR.

Each Region is responsible for establishing a procedure for processing the PS&E's electronically. Check with the Region Utility Coordinator or the PS&E Coordinator for the Region-specific requirements.

15.5 Sample Utility Status Reports

Sample USR's are shown in Attachments 15.5.1 to 15.5.4.

Attachment 15.5.1 is a project with no compensable utilities.

Attachment 15.5.2 is a project **WITH** compensable utilities.

Attachment 15.5.3 is a Local Program project.

Attachment 15.5.4 is a special situation project where the utility coordination was done under a different project, such as a traffic signal project that is in conjunction with an intersection reconstruction project.

15.6 Central Office USR Review Process

1. The Region or Consultant electronically submits a USR as part of the PS&E submittal. **NOTE**: Every PS&E submittal requires a USR.

2. The Statewide Utility Projects Coordinator in the Bureau of Technical Services Utility and Access Unit reviews the USR approximately one month prior to the Ad Meeting. If the USR requires no correction(s), the Statewide Utility Projects Coordinator will clear the project in pseTrak and create a project note in pseTrak stating the project is clear from a utility coordination perspective.

   If the USR requires correction(s), the Statewide Utility Projects Coordinator will create an exception in pseTrak and distribute via email a corrections spreadsheet, the distribution of which to include the Region Utility Coordinator who completed the USR. The spreadsheet will list the project details and a description of the corrections to be made. The Region Utility Coordinator will have approximately three weeks to electronically submit the revised USR.

   The Region Utility Coordinator is responsible for checking pseTrak for the most recent status of their projects.

3. If the Statewide Utility Projects Coordinator does not receive the revised USR by the time of the Ad Meeting, the Statewide Utility projects Coordinator will present a description of the project and the standing exception(s) at the Ad Meeting. The Proposal Development Unit will determine if the letting of the project will be delayed or if the project will be advertised but not awarded until the exception(s) is cleared. The Proposal Development Unit will set a date in pseTrak for the completion of the revised USR.

UTILITY STATUS REPORT

Wisconsin Department of Transportation

DT1080i 7/2013

Date **A**	Title **B**	Design Project ID **C**	PS&E Date **D**
To: Bureau of Technical Services ATTN: Utility & Access Unit	Limits **E**	Construction Project ID **F**	Let Date **G**
From: Director Region/Office: **H**	Highway **I**	Right of Way Project ID **J**	Plat Date **K**
	County **L**	Right of Way Project ID **M**	Plat Date **N**

UTILITY		UTL OR UA					DATES			
OWNER	TYPE	UTL NO	UA NO	R/W PROJECT ID	UTILITY PROJECT ID	ESTIMATED COST	PROJECT PLAN SENT	UTL OR UA TO CO	CO APP OR LUG ACQ	WORK TO BE DONE
O	**P**	**Q**	**R**	**S**	**T**	**U**	**V**	**W**	**X**	**Y**

UTL / UA	STATUS OF UTL'S OR UA'S NOT CLEAR
Z	**AA**

COMMENTS

BB

Name of Utility Coordinator **CC**	E-mail Address **DD**	Area Code - Telephone Number **EE**
Name of Firm or Region/Office **FF**		Date Prepared **GG**
Name of Region Project Manager **HH**		

- - For WisDOT Region Utility Representative Use Only - -

Project Description (Check all applicable)

II ☐ This is a Trans 220 project **II** ☐ This is NOT a Trans 220 project

JJ ☐ A copy of the Utilities Special Provision as described in FDM Procedures 18-10-40, 19-10-40, and 19-15-25 is attached.

Utility(s) Clear for Letting (Check one if applicable)

KK ☐ The above contains any utility(s) within the improvement project limits and all necessary coordination arrangements have been made.

LL ☐ Within the improvement project limits, the project will not conflict with or impact every utility. Any utility(s) not in conflict or impacted by the project need not be listed in the table above.

MM ☐ No known utility(s) within the improvement project limits.

Utility(s) Not Clear for Letting (Exception request submitted. When utility(s) clear, resubmit USR.) (Check all applicable)

NN ☐ Necessary coordination arrangements have not been made with utility(s). (See COMMENTS)

OO ☐ UTL's or UA's not clear. (See STATUS OF UTL'S OR UA'S NOT CLEAR)

I CERTIFY the above to be accurate to the best of my knowledge.

PP	**QQ**	**RR**
Region Utility Representative Print Name	Region Utility Representative Signature	Date

Paste Utilities Special Provision here (Place cursor in fill-in field to insert text.) **SS**

Page 1 of 4

UTILITY STATUS REPORT

Wisconsin Department of Transportation

DT1080 7/2013

Date	Title	Design Project ID	PS&E Date
12/04/2013	PICKEREL - ARGONNE	9155-13-30	02/01/2014
To: Bureau of Technical Services ATTN: Utility & Access Unit	Limits CTH T TO NORTH COUNTY LINE	Construction Project ID 9155-13-60	Let Date 03/14/2017
From: Director Region/Office: NC-Rhinelander	Highway STH 55	Right of Way Project ID -	Plat Date -
	County Langlade	Right of Way Project ID -	Plat Date -

UTILITY		UTL OR UA					DATES			
OWNER	TYPE	UTL NO	UA NO	R/W PROJECT ID	UTILITY PROJECT ID	ESTIMATED COST	PROJECT PLAN SENT	UTL OR UA TO CO	CO APP OR LUG ACQ	WORK TO BE DONE
Frontier Communications of WI LLC	COMLN	-	-	-	-	-	09/05/13	-	-	NONE
Packerland Broadband	COMLN	-	-	-	-	-	09/05/13	-	-	NONE
Wisconsin Public Service Corporation	ELCTY	-	-	-	-	-	09/05/13	-	-	PC

UTL / UA	STATUS OF UTL'S OR UA'S NOT CLEAR
-	-

COMMENTS

Name of Utility Coordinator	E-mail Address	Area Code - Telephone Number
Joshua Gerrits	Josh.Gerrits@dot.wi.gov	(715) 846-8401
Name of Firm or Region/Office NC-Rhinelander		Date Prepared 12/04/2013
Name of Region Project Manager Dan Erva		

- - For WisDOT Region Utility Representative Use Only - -

Project Description (Check all applicable)

- ☒ This is a Trans 220 project ☐ This is NOT a Trans 220 project
- ☐ A copy of the Utilities Special Provision as described in FDM Procedures 18-10-40, 19-10-40, and 19-15-25 is attached.

Utility(s) Clear for Letting (Check one if applicable)

- ☒ The above contains any utility(s) within the improvement project limits and all necessary coordination arrangements have been made.
- ☐ Within the improvement project limits, the project will not conflict with or impact every utility. Any utility(s) not in conflict or impacted by the project need not be listed in the table above.
- ☐ No known utility(s) within the improvement project limits.

Utility(s) Not Clear for Letting (Exception request submitted. When utility(s) clear, resubmit USR.) (Check all applicable)

- ☐ Necessary coordination arrangements have not been made with utility(s). (See COMMENTS)
- ☐ UTL's or UA's not clear. (See STATUS OF UTL'S OR UA'S NOT CLEAR)

I CERTIFY the above to be accurate to the best of my knowledge.

Region Utility Representative Print Name	Region Utility Representative Signature	Date
Joshua Gerrits		**12/02/2013**

Page 1 of 2

UTILITY STATUS REPORT

Wisconsin Department of Transportation

DT1080 7/2013

Date	Title	Design Project ID	PS&E Date
01/24/2014	WAUSAU - WITTENBERG	1053-02-04	11/01/2013
To: Bureau of Technical Services ATTN: Utility & Access Unit	Limits B-37-0136, 0063,0140,0079	Construction Project ID 1053-02-75	Let Date 03/11/2014
From: Director Region/Office: NC-Rhinelander	Highway STH 29	Right of Way Project ID 1053-02-24	Plat Date 08/21/2013
	County Marathon	Right of Way Project ID -	Plat Date -

UTILITY		UTL OR UA					DATES			
OWNER	TYPE	UTL NO	UA NO	R/W PROJECT ID	UTILITY PROJECT ID	ESTIMATED COST	PROJECT PLAN SENT	UTL OR UA TO CO	CO APP OR LUG ACQ	WORK TO BE DONE
Frontier Communications of WI LLC	COMLN	101	-	1053-02-24	1053-02-81	$49,538	05/31/13	12/18/13	1/14/14	PC/DC
Packerland Broadband	COMLN	-	-	-	-	-	05/31/13	-	-	-
Qwest Communications	COMLN	-	-	-	-	-	05/31/13	-	-	-
Village of Rothschild	WATR	-		1053-02-24	-	N/A	05/31/13	-	-	NONE
Village of Rothschild	SEWR	-		1053-02-24	-	N/A	05/31/13	-	-	DC
Windstream KDL, Inc.	COMLN	-	-	-	-	-	05/31/13	-	-	-
Wisconsin Public Service Corporation	ELCTY	-	-	-	-	-	05/31/13	-	-	-
Wisconsin Public Service Corporation	GSPTR	-	-	-	-	-	05/31/13	-	-	-

UTL / UA	STATUS OF UTL'S OR UA'S NOT CLEAR
-	-

COMMENTS

Name of Utility Coordinator Bryan Magnuson	E-mail Address Edward.expert@dot.wi.gov	Area Code - Telephone Number 906-867-5309
Name of Firm or Region/Office NC-Rhinelander		Date Prepared 01/24/2014
Name of Region Project Manager Preston Bohn		

- - For WisDOT Region Utility Representative Use Only - -

Project Description (Check all applicable)

- ☒ This is a Trans 220 project ☐ This is NOT a Trans 220 project
- ☐ A copy of the Utilities Special Provision as described in FDM Procedures 18-10-40, 19-10-40, and 19-15-25 is attached.

Utility(s) Clear for Letting (Check one if applicable)

- ☐ The above contains any utility(s) within the improvement project limits and all necessary coordination arrangements have been made.
- ☐ Within the improvement project limits, the project will not conflict with or impact every utility. Any utility(s) not in conflict or impacted by the project need not be listed in the table above.
- ☐ No known utility(s) within the improvement project limits.

Utility(s) Not Clear for Letting (Exception request submitted. When utility(s) clear, resubmit USR.) (Check all applicable)

- ☐ Necessary coordination arrangements have not been made with utility(s). (See COMMENTS)
- ☐ UTL's or UA's not clear. (See STATUS OF UTL'S OR UA'S NOT CLEAR)

I CERTIFY the above to be accurate to the best of my knowledge.

Region Utility Representative Print Name | Region Utility Representative Signature | Date

Paste Utilities Special Provision here (Place cursor in fill-in field to insert text.)

Page 1 of 1

UTILITY STATUS REPORT

DT1080 7/2013

Wisconsin Department of Transportation

Date	Title	Design Project ID	PS&E Date
01/24/2014	COOPERATIVE PATH-BROOKLYN/GREEN LK	1430-08-15	08/01/2013
To: Bureau of Technical Services ATTN: Utility & Access Unit	Limits GREEN LK CONFRENCE CTR-NORTH ST	Construction Project ID 1430-08-86	Let Date 12/10/2013
From: Director Region/Office: NC- Wisconsin Rapids	Highway STH 23	Right of Way Project ID 1430-00-24	Plat Date 6/30/2013
	County Green Lake	Right of Way Project ID -; -	Plat Date -; -

UTILITY		UTL OR UA					DATES			
OWNER	TYPE	UTL NO	UA NO	R/W PROJECT ID	UTILITY PROJECT ID	ESTIMATED COST	PROJECT PLAN SENT	UTL OR UA TO CO	CO APP OR LUG ACQ	WORK TO BE DONE
Alliant Energy	ELCTY	101	-	1430-00-24	1430-08-81	$13,583	05/20/13	-	12/22/13	PC/DC
Qwest Communications	COMLN	-	-	-	-	-	-	-	-	-
We Energies	GSPTR	-	-	-	-	-	-	-	-	-

UTL / UA	STATUS OF UTL'S OR UA'S NOT CLEAR
-	-

COMMENTS

LUG has approved the agreement on 12/26/13 and the Alliant will begin relocations 1/10/2014

Name of Utility Coordinator	E-mail Address	Area Code - Telephone Number
Edward Expert	edward.expert@dot.wi.gov	906-553-5555
Name of Firm or Region/Office: City Engineer		Date Prepared: 01/25/2014
Name of Region Project Manager: John Smith		

- - For WisDOT Region Utility Representative Use Only - -

Project Description (Check all applicable)

- ☐ This is a Trans 220 project
- ☒ This is NOT a Trans 220 project
- ☒ A copy of the Utilities Special Provision as described in FDM Procedures 18-10-40, 19-10-40, and 19-15-25 is attached.

Utility(s) Clear for Letting (Check one if applicable)

- ☒ The above contains any utility(s) within the improvement project limits and all necessary coordination arrangements have been made.
- ☐ Within the improvement project limits, the project will not conflict with or impact every utility. Any utility(s) not in conflict or impacted by the project need not be listed in the table above.
- ☐ No known utility(s) within the improvement project limits.

Utility(s) Not Clear for Letting (Exception request submitted. When utility(s) clear, resubmit USR.) (Check all applicable)

- ☐ Necessary coordination arrangements have not been made with utility(s). (See COMMENTS)
- ☐ UTL's or UA's not clear. (See STATUS OF UTL'S OR UA'S NOT CLEAR)

I CERTIFY the above to be accurate to the best of my knowledge.

Region Utility Representative Print Name	Region Utility Representative Signature	Date

Paste Utilities Special Provision here (Place cursor in fill-in field to insert text.)

Page 1 of 1

UTILITY STATUS REPORT

DT1080 7/2013

Wisconsin Department of Transportation

Date	Title	Design Project ID	PS&E Date
01/24/2014	COOPERATIVE PATH-BROOKLYN/GREEN LK	1430-08-15	08/01/2013
To: Bureau of Technical Services ATTN: Utility & Access Unit	Limits GREEN LK CONFRENCE CTR-NORTH ST	Construction Project ID 1430-08-86	Let Date 12/10/2013
From: Director Region/Office: NC- Wisconsin Rapids	Highway STH 23	Right of Way Project ID 1430-00-24	Plat Date 6/30/2013
	County Green Lake	Right of Way Project ID -; -	Plat Date -; -

UTILITY		UTL OR UA					DATES			
OWNER	TYPE	UTL NO	UA NO	R/W PROJECT ID	UTILITY PROJECT ID	ESTIMATED COST	PROJECT PLAN SENT	UTL OR UA TO CO	CO APP OR LUG ACQ	WORK TO BE DONE
Alliant Energy	ELCTY	-	-	-	-	-	-	-	-	-
Qwest Communications	COMLN	-	-	-	-	-	-	-	-	-
We Energies	GSPTR	-	-	-	-	-	-	-	-	-

UTL / UA	STATUS OF UTL'S OR UA'S NOT CLEAR
-	-

COMMENTS

All coordination for this project has been done under project 1430-02-74. This project will be administed with project 1430-02-74.

Name of Utility Coordinator	E-mail Address	Area Code - Telephone Number
Edward Expert	edward.expert@dot.wi.gov	906-553-5555
Name of Firm or Region/Office: City Engineer		Date Prepared: 01/25/2014
Name of Region Project Manager: John Smith		

- - For WisDOT Region Utility Representative Use Only - -

Project Description (Check all applicable)

- ☒ This is a Trans 220 project ☐ This is NOT a Trans 220 project
- ☒ A copy of the Utilities Special Provision as described in FDM Procedures 18-10-40, 19-10-40, and 19-15-25 is attached.

Utility(s) Clear for Letting (Check one if applicable)

- ☒ The above contains any utility(s) within the improvement project limits and all necessary coordination arrangements have been made.
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- ☐ No known utility(s) within the improvement project limits.

Utility(s) Not Clear for Letting (Exception request submitted. When utility(s) clear, resubmit USR.) (Check all applicable)

- ☐ Necessary coordination arrangements have not been made with utility(s). (See COMMENTS)
- ☐ UTL's or UA's not clear. (See STATUS OF UTL'S OR UA'S NOT CLEAR)

I CERTIFY the above to be accurate to the best of my knowledge.

Region Utility Representative Print Name	Region Utility Representative Signature	Date

Paste Utilities Special Provision here (Place cursor in fill-in field to insert text.)

Page 1 of 1

16.1 General

The utility coordinator will review the plan to verify that all utility coordination information in the plan, specifications and estimate (PS&E) is correct. This review takes time, and cannot occur at the last minute. The purpose of this review is to make the PS&E as complete, accurate, biddable and buildable as feasible and to minimize questions during construction.

16.2 When Review Should Occur

Different types of projects take varying amounts of time to review. More complicated projects require more time to review. If the region's utility unit has been involved in the development of the project, the review time can be shortened because of familiarity with the project. The designer should understand that with the volume of projects in the region, it is not easy to remember the details of each plan. Therefore, the designer should allow sufficient time for the review of the plan prior to the PS&E submittal date.

Review of the PS&E documents should occur in conjunction with the draft PS&E or the 90% review meeting. The designer should allow enough time to make design revisions and grant utility owners adequate time to respond to these changes prior to the PS&E submittal.

Even if the utility owner has not returned a necessary land interest release document, do not delay the PS&E review.

16.3 Materials to Review

At a minimum, the utility coordinator will need to review the following documents:

1. The latest project plans will be reviewed to confirm compliance with Chapter 13.
2. The Utility Status Report (USR), Form DT1080, will be reviewed to confirm compliance with Chapter 15.
3. The utilities article of the special provisions will be reviewed to confirm compliance with Chapter 14.
4. All correspondence with the utility owners that has not been previously provided to the utility coordinator. This includes correspondence from the utility owners that approves the wording of the utility article of the special provisions.

16.4 PS&E Checklist

Attachment 16.4.1 is a checklist that can be used to note items for corrections or approvals when reviewing the draft PS&E. That way, when the PS&E is resubmitted, only the deficient items need to be re-checked.

16.5 Central Office Review

About a month prior to the Ad Meeting, which is six weeks prior to the letting, the WisDOT Bureau of Technical Services Utility Projects Coordinator reviews the USR to determine the status of any compensable utility interests. If the compensable interests are all shown as acquired, the project is approved for advertising from a utility coordination perspective. If there are utility interests that are not acquired at the time of the PS&E submittal, the Utility Projects Coordinator will contact the utility unit or MC to request an update on the status of those interests.

PS&E CHECKLIST

Project ID:
Road:
Section:
H
County:

General Utility Note:

Diggers Hotline Number & Logo:

Utility Contact People:	Name	Address	Telephone No.
GAS:			
ELECTRIC:			
TELEPHONE:			
CABLE TV:			
WATER:			
SEWER:			
OTHER:			

Special Provisions: TRANS 220? ☐ Yes ☐ No
Language? ☐ Yes ☐ No
Comments on specials: _____

USR: Correct form? ☐ Yes ☐ No
Properly filled out? ☐ Yes ☐ No

Other Comments:

By: _____ Date: _____
Utility Unit Reviewer

17.1 Introduction

The relocation and adjustment of utility facilities represents a major effort in the successful development of a highway project. Utility companies, like highway agencies, are created to perform a specific public service. Both of these public services require transportation routes. Often these routes parallel or cross each other. When improvements are planned, conflicts may occur and adjustments are needed.

It is imperative that the impact of these highway and utility conflicts be kept to a minimum to provide services to the public at the lowest possible total cost.

As with real estate parcels, utility parcels must be acquired before a project can be let to bid. It is the responsibility of the agency acquiring the right of way to certify to the State that all real estate interests including utility interests have been acquired.

This guide is intended to serve as a straightforward approach to utility acquisition by a local agency or their consultant. For a more detailed explanation of some of the methods referred to in this guide, see FDM Chapter 18 or other chapters of "WisDOT Guide to Utility Coordination."

While Wisconsin Administrative Code Chapter Trans 220 does not apply to projects on non-STH highways, the utility coordination process for all highway improvement projects remains the same. Good utility coordination practices, as set forth in this guide must be followed in order to have a successful local highway improvement project.

Four parties are involved in utility coordination efforts on a non-STH (local) project: the design consultant, the local government (Highway Agency), the Management Consultant (MC) and the WisDOT Bureau of Technical Services Utility and Access Unit. This chapter will identify the roles and duties of each party. It is assumed that the reader is familiar with the way the local program projects are administered (i.e. the relationship between the design consultants and the Management Consultant).

The Local Project Utility Coordination Task List Attachment 17.1.1 shall be filled out for each design contract. This task list spells out which utility coordination activities the design consultant is responsible for. The list will vary from project to project and from local government to local government. Some local governments prefer to take a more active role in utility coordination activities and have the staff to do so. The task list is available as a MS-Word document from the WisDOT Bureau of Project Development Consultant Section.

17.2 Investigation Stage

In order to properly determine which utility companies have facilities within the project area it will be necessary to perform a thorough search of the records. The WisDOT Region Utility Coordinator will assist in providing a list of utilities that may have facilities in the area of the project. This list may not be totally inclusive and must be checked against other available information. Local governments should know what utilities have facilities within their jurisdiction. Other sources may include the Register of Deeds, property owners in the area, and Diggers Hotline.

The MC, as part of the Field Review Checklist, will determine the number of utility coordination meetings required on a project and whether detailed utility work plans will be required. See example Field Review Checklist in Attachment 17.2.1. The Field Review Checklist is available as a MS-Word document from the WisDOT Bureau of Project Development Consultant Section. An urban project should have at least two utility coordination meetings, one early in design to identify utility facilities that should be avoided, and one later in design after the utility companies have started to develop their relocation plans. See the "Operational Planning Meeting" and "Utility Coordination Meeting" paragraphs in the "Coordination with Utilities" section below. Rural projects with very few utility facilities, such as a small bridge replacement with no utility facilities on the bridge, may not require a utility coordination meeting. The intent of the utility coordination meetings is to exchange information so that the total project cost (highway and utility relocation) is minimized. Avoiding unnecessary utility relocations, and coordinating various utility relocation plans to be the most cost-effective with the least amount of disruption to the highway contractor is the goal of the utility coordination meetings. Hold enough utility coordination meetings to accomplish this, but do not waste people's time with unnecessary meetings. Experience with various types of highway projects helps in determining how many meetings to hold.

Utility work plans can vary in complexity from a simple one-sentence email from the utility company (for small rural bridges where only one pole needs to be relocated) to a detailed multi-page narrative description with drawings and time schedules for more complex projects. On some projects a one page narrative and schedule (with or without a sketch) describing what will be done is sufficient. The MC will determine the level of complexity expected in the work plans as part of the Field Review Checklist. There are three detail levels for work plans:

Simple – Short narrative or simple sketch

Medium – Proposed work drawings and work schedule required

Complex – Detailed work drawings and work schedule required, generally requires some coordination during highway construction. Appropriate on urban projects and large rural projects with many utility conflicts.

When the utility owners are identified, the design consultant shall send each utility a "Facility Inquiry" letter and a copy of the Concept Definition Report for the project. See Attachment 17.2.2. This letter can be combined with an invitation to attend the Operational Planning Meeting or a utility coordination meeting early in the design process. In this letter the utilities are asked to provide copies of facility maps showing the location of their facilities in the project area. **These maps should be used as reference only**.

Another important aspect of the investigation stage is the field locates of utility lines. The design consultant shall contact Diggers Hotline or the utility directly and have the lines marked in the field. These locations are then picked up in the highway survey process and the facilities are shown on the highway plan. In the case of underground lines it may be necessary to determine the depth of the lines to properly show the vertical locations on the highway plans. This can be done by contacting the utility and asking them to cooperate in obtaining this information. If they do not want to cooperate in exposing their facilities and/or providing the vertical location information, the utility must be told to relocate completely out of the excavation limits. The permitting authority can help enforce this provision.

17.3 Coordination with Utilities

The overall success of a street or highway project will often depend on the amount of time spent on coordinating the relocation and adjustment of utility facilities. If proper coordination has not been done there will be time delays and extra costs involved during the construction stage of the project. Several steps are necessary to ensure this coordination effort is accomplished.

The highway designer is responsible for identifying any County or local ordinances that may affect utility coordination requirements on the project.

The **Operational Planning Meeting** (OPM), or a utility coordination meeting early in the design process, should be held as soon as the project concepts are developed. In most cases it will be beneficial to invite all utilities having facilities in the project area. Making utilities aware of the project may have several positive impacts on your project. Once utilities are aware of pending highway work they will place on hold any improvements they may have proposed to their facilities in the area. Being knowledgeable of highway plans will also allow the utilities to program funding to facilitate their relocations to accommodate the highway improvement schedule.

If utilities have facilities that would be costly to relocate they may inform the Highway Agency of this fact at the OPM meeting and thereby provide the highway designer time to review alternate alignments to see if the utility lines can be designed around. Often the costs of these adjustments are reimbursable and the Highway Agency is in fact saving their own money by allowing the utility lines to remain in place. As with any highway improvement project, the goal is to minimize the total project costs including utility relocations.

This early meeting can be used to notify utilities of areas where more specific location information will be needed. For example, if a communication duct package crosses the right of way where a storm sewer will be needed, the utility should be notified that we need the exact size and depth information of that duct package. It may be too early in design to discuss the logistics of obtaining the location information, but the utility can be put on notice that this will be required later in the design process. Since the objective of obtaining the information is to design around the utility facility if possible, the utility company should be receptive to the idea of providing the information. Wis. Stat. s. 182.0175(2)(a) requires that designers "plan the excavation to avoid to the extent possible interference with" utility facilities. See Attachment 1.2.4.

The **Right of way plat** is the first complete drawing showing proposed alignment and proposed right of way, and giving stationing that can be related to the cross sections. For more information about right of way plats, see Attachment 17.13.1.

Sending plans to utilities and approving their work plans is an important part of the utility coordination process. Utility companies need sufficient time to design their facilities, order materials and schedule work crews prior to highway construction. In order for all of this to occur, the plans must be sent to utility companies as soon as possible. It is desirable to have the utility relocations occur in the Fall of the year prior to highway construction. This requires the designer to send the plans to the utilities in the Spring or early Summer of the year prior to highway construction. Utilities must design their relocations, order materials and schedule construction operations prior to ground freeze in the Fall. Winter construction is costly and in many cases impossible for utility relocations. Attachment 17.3.1 is a sample of a cover letter sending plans to a utility company that has a compensable land interest. Attachment 17.3.2 is a sample of a cover letter sending plans and other documents to a utility company that does not have a compensable land interest.

The plan package sent to a utility should include a list of potential conflicts as identified by the designer. This list is for information purposes and is the highway designer's best estimation of potential conflicts based on the utility facility location information that the designer has. The utility company is responsible for verifying this list and identifying any other potential conflicts with their facilities. See Chapter 9, Identifying Utility Conflicts, for more guidance.

The Highway Agency is responsible for acquiring any compensable utility land interests. They may hire the design consultant to assist with this work.

After the utilities have designed their work plan, they will submit the work plan to the designer and the Highway Agency that has permitting authority. The designer must review the utility work plan to assure there is no conflict with the proposed highway plans. The designer or the Highway Agency should approve the work plan and inform the utilities of the approval. The Highway Agency will review and approve the utility permit.

If the utility does not return their work plan by the due date, the designer needs to contact the utility and request that they submit it as soon as possible. See Attachment 17.3.3 for a sample work plan reminder letter. It may require continued contacts with the utility company in order to obtain the work plan. It is not acceptable to just say that plans were sent to the utility but they never replied with a work plan.

Another important meeting is the **Utility Coordination Meeting**. Shortly after the plans have been provided to the utilities a utility coordination meeting should be held. The purpose of this meeting is to inform the utilities of the project concepts and schedules. Other items of interest to the utilities include: any special soil or geologic conditions that may be present; right of way acquisition time lines; any special environmental concerns or contaminated areas; any special permit requirements that may be required and any special community events that might affect the construction schedule.

The Wisconsin Department of Natural Resources (DNR) has requested that the designer share with the utilities any coordination that has been done with their agency. Many times the designer coordinates with the DNR and then the utility has to duplicate that coordination with their work plan. Sharing the results of the designer's efforts and letting the DNR know that the utility work is related to the highway work can avoid contradictory guidance from the DNR. This can save time and avoid duplication of efforts or unintended damage to the environment. The utility still has to do its own coordination with the DNR, but it can be simplified and more efficient when the information is shared. Different sections within the DNR review utility plans and highway plans. Notifying the DNR that the designer has already coordinated on the project will enable the DNR reviewers to share information and eliminate redundant or contradictory requirements.

In some cases it may be necessary to hold two or more utility coordination meetings. This is especially true in the case of large rural projects or complex urban projects. It is recommended that if a second coordination meeting is held it should be scheduled just before preparation of the Utility Special Provisions to ensure the information being provided is as up-to-date and accurate as possible.

Coordination between PS&E and construction is important and critical to a successful project. This coordination assures that utility work plans are followed and nothing is forgotten. The MC is responsible for

monitoring utility relocation activities during the period between PS&E submittal and the start of highway construction. This includes notifying utilities of changes to Let dates and delays or advancements of construction start dates. Design contracts may be written to assign this responsibility to the design consultant.

Utility work plans may propose that all utility facilities be relocated prior to highway construction. However, sometimes there are communication breakdowns that result in utility relocation activities being delayed. Making contacts with the utilities during this time period helps remind them of their commitments and confirms that the highway project is still on schedule. The utility companies may have additional questions that can be answered when the contacts are made, such as “when will construction start?” “Where will they start?” “Can we hire the highway contractor to perform some of our work?” and so on.

The utility company may also need construction staking done in order for them to place their facilities in the correct location. This is a task on the Utility Coordination Task List. When the project is scoped an estimate should be made of the number times that staking for utilities will be needed. The timing of when the staking is needed will likely be during the period between PS&E and construction but may be just prior to PS&E or during construction. The Highway Agency has a vested interest in getting the utility facility placed in the correct permitted location. A wrong location can cost money and time during highway construction. Delays to contractors also translate into increased user costs, which affect the traveling public.

17.4 PS&E Review

The PS&E that is submitted to the MC by the designer should include “Utility” special provisions that are based on a utility company work plan, the Utility Status Report (DT1080), and copies of correspondence that documents what is said in the special provisions and the status of any compensable utility interests. Proof of the completion of the acquisition of any compensable utility interest is also required. Copies of signed documents are required.

The MC will review the materials submitted to assure that the utility coordination process has been followed and that all utility facilities and land interests are accounted for. This includes checking the right of way plat to see that all compensable interests have been identified and acquired.

The MC or the highway designer submits the Eplans PS&E package to WisDOT Central Office.

About a month prior to the Ad Meeting, which is six weeks prior to the letting, the Statewide Utility projects Coordinator in the Bureau of Technical Services Utility and Access Unit reviews the Utility Status Report (USR) to determine the status of any compensable utility interests. If the compensable interests are all shown as acquired, the project is approved for advertising from a utility coordination perspective. If there are utility parcels that are not acquired at the time of the PS&E submittal, the Statewide Utility Projects Coordinator will contact the MC and ask for an update on the status of those parcels. The MC is given about a month to finalize any acquisitions that have not been acquired. The MC works with the highway designer and/or the highway agency to complete any outstanding acquisitions.

The Thursday before the Ad Meeting the Statewide Utility Projects Coordinator must submit recommendations to the Ad Meeting Committee regarding the status of utility coordination on all of the projects in that month’s letting. The Statewide Utility Projects Coordinator recommends that any projects that have outstanding utility parcels be pulled from the letting.

17.5 Utility Coordination During Construction

During highway construction the construction project manager handles most utility coordination that is not the responsibility of the highway contractor. If they are unable to resolve a utility conflict, the MC can be called upon to assist in finding a resolution to the situation. This may require assistance from the highway designer if it is unclear what is supposed to take place or what commitments were made during the design stage.

The Highway Agency is responsible for managing their right of way, including the permitting of utility facilities within the right of way. Part of the permitting process includes making sure that utility facilities are placed at the location shown on the approved permit and according to the schedule submitted with the permit. The Highway Agency is also responsible for enforcing other permit requirements, such as erosion control and traffic control. Failure to monitor utility construction activities may lead to unforeseen conflicts with the highway construction and potential delays, which can increase construction costs.

If utility facilities are being relocated during construction, the construction project manager may have to provide additional staking for the utility companies in order to assure that their facilities are placed in the correct location. This could include but is not limited to staking of right of way, staking of back of curb, or staking of centerline.

See Chapter 19, "Preconstruction Meeting," Chapter 20, "Conflicts During Construction" and Chapter 21, "Utility Coordination During Construction" for additional guidance.

17.6 Compensable and Non-Compensable Work

Payment for the cost of relocating utility facilities is based on the utility being able to prove and provide a land interest in the land being acquired for highway use. A thorough search of the records must be made to validate the utility's interest. Wisconsin Statutes provide a provision whereby a utility can gain an interest in a property under adverse possession or prescriptive rights. This process is explained in Wis. Stat. s. 893.28 (2), see Attachment 11.4.2.

When a utility is located on private property being acquired for a highway the utility is deemed to have an interest in the real property. The cost of relocation or adjustment of its facilities to accommodate the highway improvement is considered to be compensable. Conversely, when utility facilities are located on public highway right of way, even if the City, Village, Town or County owns that right of way, the utility use is considered to be permitted and is generally considered to be non-compensable. See Wis. Stat. s. 66.0831, Attachment 1.2.3.

The easiest way to determine if the utilities on your project are compensable or non-compensable is to review the right of way plat. Compensable utility locations should be shown as utility numbers if the plat has been properly prepared.

There must be a separate utility number for each compensable utility company with facilities on the project. When one utility company has multiple facilities on the project, for example gas and electric, it may be necessary to designate a separate utility number for each type of facility. This will greatly reduce the problems in understanding the estimate and make it easier to track the compensable cost at billing time.

17.7 Funding

The preferred way to fund compensable utility relocations on local transportation projects in an approved federal aid improvement program is for local units of government to fund 100% of the utility portion of the project. This includes utility facilities owned by municipalities, cooperatives, private individuals or companies. Although acquisition of utility parcels is technically eligible for participation, it is **not** the preferred method for funding compensable utility relocations on these projects.

In order to reduce administrative costs, only large compensable utility relocations (in excess of $50,000 per utility) are eligible for Federal/State funding. Smaller compensable utility relocations will continue to be funded entirely by the Highway Agency. WisDOT staff and MC staff that review and approve utility agreements and invoices will be charging time to the design project ID or the construction project ID. The amount of time involved is dependent on the complexity of the project and the adequacy of information provided for review.

The State/Municipal Agreement for a Highway Improvement Project (SMA) includes discussions about both compensable and non-compensable utility costs. Compensable utility costs are for utility facilities in areas where the utility has a land right and is therefore eligible for compensation. Generally this is in new right of way. These costs should be shown under the Real Estate Acquisition Costs portion of the SMA. The compensable utility costs are shown as a separate line item under the Real Estate Acquisition Costs and labeled as "Compensable Utility Costs." Usually these costs will be 100% locally funded. In some cases these costs may be funded with participation (Federal or State) depending on the program in question.

Non-compensable utility costs are generally shown under the Construction Costs portion of the SMA. They are labeled "Non-Participating Items" and generally include city sewer and water and/or other non-compensable utility moves that are required to be performed by the contractor. These costs are 100% locally funded. See FDM 3-1-10 for more information about including non-participating sewer and water work on a highway improvement project.

The non-compensable utility work that will be performed by the utility outside of the project and/or prior to construction is generally not included in the SMA.

On projects funded through the Local Roads Improvement Program (LRIP), utility relocations are not eligible costs. (ch. Trans 206.03[9] Wis. Adm. Code). They are also not eligible under right of way acquisition costs. (ch. Trans 206.03[9] Wis. Adm. Code).

Purchases of real estate or utility interests by local units of government do not get credited to their contribution to the project. If the locals fund 100% of the real estate or utilities, this is by choice. If they choose to request funding participation from a Federal/State fund source, they are responsible for their local matching funds depending on the program in question. Work credits are not possible for local road system projects.

All utility projects with Federal/State funding, regardless of program, must have a separate utility project ID. When Federal/State funding is used for utility relocations, this should be spelled out in the SMA as mentioned above.

17.8 Using Federal Funding for Utility Relocation Costs

Generally a set amount of money is allotted to a project and that money can be spent on various aspects of the project. In some cases this dollar value is capped at a set amount. The MC is responsible for watching the total costs for a project or family of projects. They must alert WisDOT and the local government as project costs increase.

The local government should fully understand that State delivery costs are added to all State or Federally funded projects. Also, local governments must abide by all State and Federal requirements when they use Federal money for utility relocations. This may increase the total costs.

Utility company cost estimates are subject to market fluctuations and resource shortages caused by national or international events. Using State or Federal funding will require that the utility be compensated for the actual costs incurred. This could lead to increased project costs when prices rise. When local funding is used, a municipality can negotiate agreement terms that may be fixed and more favorable to the community. At the time the SMA is developed, it is extremely difficult to estimate utility relocation costs because there is no highway design to look at to determine what conflicts exist.

Utility relocation costs are an eligible cost for Federal or State funding if the costs are compensable under State law. In Wisconsin, utility facility relocations are only compensable when the utility holds a valid land interest and conveys that land interest to WisDOT. That interest may be an easement, a prescriptive right under Wis. Stats. s. 893.28, or a Conveyance of Rights document from a previous project.

If the decision is made to use Federal/State funding on utility relocations, the SMA funding table must reflect this. In addition, the SMA boilerplate includes specific language for both compensable and non-compensable utility relocations. A utility project ID must be assigned and an estimate of the costs for that project ID must be included in the funding table of the SMA for projects that will use Federal/State funds for compensable utility relocations.

A 3-party utility agreement (Form DT2244, Attachment 17.8.1) will be used between the utility company, the local government, and WisDOT. This agreement requires the utility company (Utility) to provide a release of rights document to the local government (Municipality), the Utility submits invoices to the Municipality, and the Municipality will pay the Utility and then seek reimbursement from WisDOT Bureau of Technical Services Utility and Access Unit. The request for reimbursement will be supported by the invoice and documentation from the Utility. The Municipality will certify that the work was done according to the agreement.

The process:

1. The Municipality requests the use of Federal/State funds. Only utility relocations in excess of $50,000 per utility, not per project, are eligible. If approved, the SMA is written to include separate project ID numbers for each compensable utility. The estimated utility relocation dollars are assigned to each project ID.
2. After the highway design is substantially complete, the Municipality sends the highway plans, right of way plat, release of rights document, and 3-party utility agreement form (DT2244) to the Utility and requests the Utility prepare a relocation plan and estimate to be returned along with the other signed documents.
3. The Utility prepares their relocation plan and estimate, and has the release of rights document and 3-party utility agreement signed by the proper company officials. These documents are then returned to the Municipality.

4. The Municipality reviews the returned documents and, if acceptable, signs the 3-party agreement and forwards it, along with a copy of the signed release of rights document, relocation plan and estimate, and right of way plat showing compensable areas, to the MC.
5. The MC Utility Coordinator will review the agreement to make sure that only compensable costs are being included, and that all WisDOT and Federal requirements are met. The MC Utility Coordinator is responsible for making sure that the appropriate forms are used. They are also responsible for making sure that the required State and Federal agreement provisions are enforced.
6. The MC will forward the documents (agreement, relocation plan and estimate, right of way plat showing compensable areas, and release of rights document) to the Statewide Utility Projects Coordinator in the Bureau of Technical Services Utility and Access Unit.
7. The MC will forward a copy of the draft utility agreement and estimate dollar value to the Region Local Program FIIPS Coordinator. The FIIPS Coordinator will change the FIIPS Review Control Code to “F.”
8. The Statewide Utility Projects Coordinator will have the Manager of the Real Estate Acquisition and Services Section sign the 3-party utility agreement.
9. A copy of the signed 3-party utility agreement is returned to the MC, who then returns it to the Municipality.
10. The Statewide Utility Projects Coordinator will forward a copy of the signed 3-party utility agreement to the Bureau of State Highway Programs, Program Finance Section. The Program Finance Section requests the Bureau of Business Services, Fiscal Services Section to authorize the project for charging and changes the FIIPS Review Control Code to “G.” The Fiscal Services Section requests Federal authorization (Form 37). The project ID is authorized for charging when Federal authorization is received. After obtaining approval from FHWA, the Fiscal Services Section changes the FIIPS Review Control Code to “H.”
11. This copy of the signed 3-party utility agreement is then forwarded to the Bureau of Business Services, Expenditure Accounting Unit where the funds are encumbered in EAPS.
12. After receipt of the fully signed 3-party utility agreement, the Municipality sends a copy to the Utility, and authorizes the Utility to begin work.
13. The Utility will do its relocation work and then send a bill to the Municipality with the appropriate level of documentation justifying the costs incurred and explaining any overages from the estimate.
14. The Municipality will pay the Utility and seek reimbursement from WisDOT.
15. The Municipality will send a request for reimbursement (Request) for the amount billed by the Utility to the MC. The detailed bill and documentation from the Utility will be attached to the Request from the Municipality to document the actual costs. The detailed costs from the Utility must be similar in nature to the original estimate so that a comparison can be made. Variations in actual costs from the estimate are expected. Large deviations (over 15%) from the estimated costs should be supported by an explanation of why the costs increased (or decreased). The MC Utility Coordinator will review the bill and compare it to the estimate. If the costs and materials are similar, or large variations are explained, the MC Utility Coordinator will forward the Request and attachments to the Bureau of Technical Services Utility & Access Unit. The Utility & Access Unit will approve the Request and forward the Request to the Bureau of Business Services, Expenditure Accounting Unit for payment.
    As mentioned above, the Municipality will request reimbursement for the full amount billed by the Utility. Any project cost sharing will be dealt with through the normal process covered by the SMA.
16. Depending upon project funding, the Fiscal Services Section either will request a check to the Municipality for the Federal/State share of the utility costs or reduce the local share amount due from the Municipality.

The Bureau of Technical Services Utility & Access Unit is responsible for conducting an auditing process of the federally funded utility relocations for quality assurance purposes. Not all projects will be audited; a sampling of the projects will be audited periodically. This will be done in conjunction with the periodic Quality Assurance Reviews of the WisDOT Region Offices. The Division of Transportation Investment Management, State Highway Programs, Contract Audit and Administration Section will conduct additional financial audits of audit agreements.

17.9 Compensable Cost Estimate

When it has been determined that a utility must adjust or relocate facilities on highway right of way within the taking area of the new roadway, it will be necessary for the utility to prepare a detailed estimate outlining these relocation costs. This estimate should set forth all labor, material and equipment costs as well as appropriate overheads normally charged by the utility. If contract forces will be used on the project the contract work should be done under competitive bid and approved by the Highway Agency prior to approval of the contract work. The

compensable work estimate shall also provide appropriate credits for used life, salvage and betterment when applicable. For more detailed information on these credits see FDM 18-15-20.

17.10 Utility Agreement – Locally Funded

Utility work is normally performed under an agreement with the utility. Two documents have been developed to handle these agreements between the utility and the Highway Agency. The **Lump Sum Agreement** is used for projects where work is well defined and contains no variables that could affect the cost agreed to. Under this type of agreement the utility prepares an estimate covering all the cost they anticipate having in the relocation of its facilities. This estimate along with the signed release of rights document and the agreement are reviewed by the Highway Agency and if found acceptable approved by the Highway Agency. Once approved by all parties the work is performed and the utility is paid the lump sum amount as stated in the estimate. The Lump Sum Agreement is usually reserved for agreements of low dollar value. As an example, the current limit for Lump Sum Agreements on State projects per policy is limited to $50,000.00. A lump sum agreement form that is suitable for use on local projects is shown in Attachment 17.10.1.

Another form of agreement is the **Audit Agreement**. Under this type of agreement the utility prepares an estimate with appropriate credits as outlined above. The agreement is signed by utility officials and sent to the Highway Agency for review. If the agreement is found acceptable, the Highway Agency approves the agreement and the utility is authorized to perform the work. Unlike the Lump Sum Agreement, the utility is not limited to the estimated amount with the Audit Agreement. Under the Audit Agreement, the utility costs may be higher or lower than the estimated amount and the utility will be paid the cost actually incurred in the relocation of the agreed to work. Normally an Audit Agreement is used for contracts over $50,000.00, but can be used for agreements of any size. Under the Audit Agreement, the Highway Agency has the right to audit the utility records to ensure the cost reflected in the utility's billing were actually incurred. An audit agreement form that is suitable for use on local projects is shown in Attachment 17.10.2.

17.11 Release of Rights Documents

When a utility has an interest in the land being acquired for a highway it is necessary to acquire that land interest in order to provide clear title and ownership of the highway. The type of release of rights document used to acquire these land rights will vary depending on the location of the utility facilities and the utility's desire to remain within its original easement on highway land or to relocate to new lands.

When a utility has land rights within the area being acquired for right of way and chooses to relocate off their easement onto new private easement, they should provide a **Quit Claim Deed** to the Highway Agency for the area they are vacating. The cost of acquiring a new easement as well as the relocation of facilities would normally be considered as reimbursable costs and paid by the Highway Agency.

When a utility has land rights within the area being acquired for right of way and chooses to have its facilities remain within the remaining easement area or stay on highway right of way where the easement previously existed thereby saving the Highway Agency the cost of paying the utility to acquire a new private easement, the utility would provide the Highway Agency with a **Conveyance of Rights**. When this type of release of rights document is provided, the utility will be entitled to future reimbursement associated with the relocation or adjustment of the existing facilities within the prior easement area should they need relocation or adjustment to accommodate expanded or additional highway improvements.

If a Highway Agency does not desire to be placed in a position where they may be held responsible for future utility relocation costs, they should require a Quit Claim Deed be provided and pay the utility the cost to acquire replacement land rights for the land right being lost through the highway taking. However, it should be kept in mind that a utility will usually acquire a new easement just outside the right of way being acquired for highway use and in fact have to be paid for the relocation should the need arise to acquire additional right of way in the future.

Each permanent release of rights document, either the Quit Claim Deed or the Conveyance of Rights, must be signed by an authorized utility representative, and recorded with the County Register of Deeds. In order to record the documents, each will have to be authenticated by an attorney licensed to practice law, or notarized by a licensed Notary Public. Copies of the original recorded release of rights document should be submitted to the utility company and to the local unit of government.

WisDOT has developed a Quit Claim Deed and a Conveyance of Rights document that can be modified for a specific county, city, village, or town.

Form Type	County	City	Village	Town
Quit Claim Deed	Attachment 17.11.1	Attachment 17.11.2	Attachment 17.11.3	Attachment 17.11.4
Conveyance of Rights	Attachment 17.11.5	Attachment 17.11.6	Attachment 17.11.7	Attachment 17.11.8

There are times when the Highway Agency is acquiring a Temporary Limited Easement (TLE) in order to construct a portion of a highway improvement project. Whenever a TLE is obtained in an area where a utility has a land interest, any utility facilities within the TLE are compensable. In order to provide that compensation, the Highway Agency needs to acquire a temporary land right from the utility. A document signed by the utility company is needed to convey this temporary land interest. A Quit Claim Deed or a Conveyance of Rights In Land would be inappropriate because they are permanent documents. A temporary document is required in which the utility company acknowledges that they have an interest in the land and that they are aware of our proposed work. A **Temporary Construction Easement** is the document most commonly used.

Many utility company easements place restrictions on what kind of excavation can occur in the easement area. Often work associated with a highway project may violate those restrictions. A Temporary Construction Easement removes any utility company restrictions on the land for the duration of the highway project, allowing the highway work to proceed. If a utility company balks at signing a Temporary Construction Easement and they have no compensable relocations, the Highway Agency can settle for a letter from the utility stating that they are aware of the project and that the project will not adversely affect their easement rights. If there is some compensable relocation, the Highway Agency needs to acquire a temporary land right from the utility in order to be able to pay them. The Temporary Construction Easement must be signed by the utility in order for them to receive payment.

There are two versions of the Temporary Construction Easement document. See Attachment 17.11.9 for a sample of a Temporary Construction Easement for Traditional Plats. A Temporary Construction Easement for a Transportation Project Plat (TPP) will have slightly different wording than a Temporary Construction Easement for a non-TPP project. The right of way plat for a TPP is recorded at the County Register of Deeds office. However, this will frequently take place late in the design process, possibly after the Project Plans package is sent to the utility companies. Since the Temporary Construction Easement is not recorded, it does not have to contain the recording information of the TPP. It can merely refer to the right of way plat by project ID number and state that the plat is available for viewing at the Highway Agency office. See Attachment 17.11.10 for a sample of a Temporary Construction Easement for Transportation Project Plats.

When a Permanent Limited Easement (PLE) is acquired in an area where a utility has a land interest, any utility facilities within the PLE are compensable. Since the Highway Agency is not the underlying fee owner, a Conveyance of Rights is not the proper document to use because the utility would be giving up its right to be on the land and the Highway Agency does not have the authority to grant permission to occupy the land to the utility. In a PLE area a Temporary Construction Easement should be used. This document expires when the work is completed and yet provides the Highway Agency with a document that both acknowledges the utility land interest and temporarily releases any restrictions that might affect construction activities.

Note: The original signed Temporary Construction Easement should be filed in the Project Real Estate files. Copies of the signed Temporary Construction Easement should be kept in the Region Management Consultant Utility Unit files.

17.12 Basic Utility Acquisition Process

The following format outlines the basic steps to be followed for normal utility acquisition.

1. Project concept is developed, determination made if any utility facilities are compensable. Decision regarding Federal/State Funding is made and included in the SMA document.
2. The Highway Agency sends the respective utility a *Notice of Reimbursable Work.* This notice includes: A draft release of rights document, a right of way plat, either a lump sum or an audit agreement form, and associated plans and cross sections.

3. The utility prepares an estimate for the cost of adjustment of its reimbursable facilities as shown on the right of way plat and returns the estimate along with the signed agreement and release of rights document to the Highway Agency.
4. The Highway Agency reviews the estimate and, if found acceptable, has the proper highway officials sign the agreement.
5. Where federal funds are used to acquire the utility interest, utility estimate packet (the proposed plan, estimate, signed agreement and release of rights document) must be submitted to the Region Management Consultant prior to the start of any compensable utility work. At this same time a 3-party utility agreement is submitted for approval.

   The Region Management Consultant forwards the 3-party utility agreement and utility estimate packet to the Statewide Utility Projects Coordinator in the Bureau of Technical Services Utility and Access Unit.

   The Statewide Utility Projects Coordinator reviews the 3-party utility agreement and utility estimate packet and if acceptable, has the Technical Services Chief of the Acquisition and Services Section of the Bureau of Technical Services sign the 3-party utility agreement. The Statewide Utility Projects Coordinator returns the signed 3-party utility agreement to the Highway Agency through the Region Management Consultant.
6. The Highway Agency returns the fully executed agreement to the utility and authorizes the utility to proceed with work. Attachment 17.12.1 is a sample letter returning the approved utility agreement to the utility company and authorizing them to begin work. The release of rights document is sent to the Register of Deeds for recording. Attachment 17.12.2 is a sample letter sending the release of rights document to the County Register of Deeds for recording. When the release of rights document is recorded and returned, a copy of the document bearing the recording data should be sent to the utility.
7. When the utility adjustments are complete the utility will send a bill to the Highway Agency for the reimbursable portion of the utility work. The Highway Agency should review the bill to ensure it conforms to the estimate, and then pay the bill. Attachment 17.12.3 is a sample letter for sending the check to the utility company for a lump sum agreement. Attachment 17.12.4 is a sample letter for sending the check to the utility company for an audit agreement.
8. When Federal funds are used, the Highway Agency sends a letter requesting reimbursement and a copy of the detailed invoice from the utility to the Region Management Consultant. The Management Consultant will forward the request for reimbursement and supporting documentation to the Statewide Utility Projects Coordinator. The Statewide Utility Projects Coordinator will review the supporting documentation to assure that the costs are reasonable and in compliance with the original agreement and then authorize payment to the Highway Agency. WisDOT then cuts a check to the Highway Agency.

If the agreement is an audit type, the agency or WisDOT may audit the utility records to verify the charges. This is optional and is not required if the Highway Agency is satisfied with the charges itemized in the billing.

THE UTILITY ACQUISITION PROCESS IS CONSIDERED COMPLETE!

17.13 Typical Time Sequence

Weeks Prior to bid letting of highway contract	ITEM OF WORK
	Project concept created, utility funding decision made State-Municipal Agreement is created
26 – 52	Right of way plat is prepared *Highway Agency approves right of way plat* Survey and Engineering by Utility Utility Prepares Estimate Utility executes forms (Agreement & Release of Rights documents) Estimates and Agreements are returned to Highway Agency *Highway Agency reviews estimate. WisDOT Management Consultant Utility Coordinator reviews if Federal funds are used to purchase Utility Parcels* *Highway Agency Officials sign utility agreement* *Utility Coordination Meeting is held* *Highway Agency returns agreement to Utility and authorizes work to begin*
20	*Highway Agency sends release of rights document to the Register of Deeds Office for recording. After recording, a copy of the release of rights document is sent to Utility by the Highway Agency.* Utility performs fieldwork per agreement * WisDOT reviews plans and certifies the project clear for letting
-0-	Highway contract is let to bid Highway contract is awarded *Pre-construction meeting is held* Highway construction work is performed
Completion and Payment Stage	Utility prepares and submits bill for relocation work *Highway Agency reviews bill: performs audit if applicable* *Highway Agency makes payment* Project is complete

* Every effort should be made to have utility work completed prior to highway construction.

Note, texts in *italics* indicate a task performed by the Highway Agency.

LOCAL PROJECT UTILITY COORDINATION TASK LIST

[This task list is to be filled out by the Management Consultant (MC), the design consultant, and the local highway agency, where appropriate. Tasks will be assigned as appropriate for this project.]

Project Description – Include Design Project ID, Title, Limits, Highway, County			
Construction ID's			
Date		MC Project Manager - Region	Telephone number
Consultant Name	Contact	Telephone number	Email address

Note: All Utility Coordination shall be done in accordance with the "WisDOT Guide to Utility Coordination" unless otherwise noted.

	TASK	MC	Local Agency	Design Consult.	N/A	Date Done
1	Provide Concept Definition Report (CDR) and copies of any subsequent revisions.					
2	WisDOT Region Utility Coordinator will create an initial list of known utilities in the project area.					
3	Verify the list created in #2. *FDM Procedure 18-10-10*			X		
4	Participate in project field review meeting.					
5	Complete Field Review Checklist	X				
6	Check local ordinances on utility coordination requirements			X		
7	Send project notification with cover letter and exhibits to utilities with a potential for facilities in the project area. *FDM Procedure 18-10-10*					
8	Invite utilities to Operation Planning Meeting. *FDM Procedure 18-10-10*					
9	Maintain Utility Correspondence Log. *FDM Procedure 18-1-15*				X	
10	Obtain system maps from the utilities. Compare the system maps with the highway plan information to confirm that all utility facilities are shown properly. *FDM Procedure 18-10-10*					
11	Field locate utility facilities in project area. *FDM Procedure 18-10-15* _____ Remove manhole covers. Determine flow line elevations and pipe sizes. _____ Expose existing utility facilities and obtain elevations (pothole) at the following locations: _____ NOTE: This will have to be coordinated with the facility owners.					
12	Provide 30% plan to MC for review prior to 30% Plan Review Meeting. (Environmental Document Stage)					
13	Show existing utility facilities on plat, plans and cross-sections [i.e., plot the horizontal locations of all buried and above ground utility facilities on mainline and side road cross sections]. *FDM Procedures 15-1-35, 18-10-25, and Utility Guide Chapter 10*					
14	Invite utilities to all Public Information Meetings.					

	TASK	MC	Local Agency	Design Consult.	N/A	Date Done
15	Provide a draft plat to the MC for review after all existing information, including compensable and non-compensable utility facilities and easements, has been added.					
16	Provide a final plat to the MC for review, including compensable and non-compensable utilities, prior to plat approval.					
17	Provide a copy of the DSR and plan and profile and cross-sections to MC at 60% stage.					
18	Identify potential utility conflicts and provide lists of potential conflicts to each utility. *FDM Procedure 18-10-20*					
19	Hold utility coordination meeting before plan sets are mailed to utility companies.					
20	**NO PLAT:** Send Project Plan Transmittal to all utilities along with plans and related exhibits. Include cover letter, conflict list, and Utility Worksheet. *FDM Procedure 18-10-30*					
21	**PLAT:** Send Project Plan Transmittal to all utilities along with plat, plans and related exhibits. Include cover letter, conflict list, and Utility Worksheet, utility agreement forms, and release of rights. *FDM Procedure 18-10-30 and 18-15-15*					
22	Draft & record releases of rights (Conveyance/Quit Claim/Temporary Construction Easement).					
23	Send copies of recorded documents to the highway agency and the appropriate utility.					
24	Provide revised plan sheets to all utilities with changes from previous plans indicated, as required. *FDM Procedure 18-10-45*					
25	Notify the utility companies of any coordination that has been done with the Department of Natural Resources.					
26	Provide information of hazardous material sites to utilities. With this information clearly state what hazardous material has been found, where it has been located, other potential sites, who will be responsible for the removal, handling of the removal, storage of material that has been removed, & the cost associated with any and all dealing of the hazardous material on this local highway project.					
27	Provide information of environmental conditions, as it is associated with this project, to utilities. This includes wetlands, bedrock, historical and archaeological sites, endangered species, underground storage tanks, etc.					
28	Hold a utility coordination meeting after the plan packages have been mailed to involved utility companies, but before work plans are due back. *FDM Procedure 18-10-35 and 18-20-5*					
29	Review utility work plans as they are received. Recommend corrective action if necessary. *FDM Procedure 18-10-35*					

	TASK	MC	Local Agency	Design Consult.	N/A	Date Done
30	Review utility estimates for reimbursement as they are received. Negotiate compensable utility agreements. (Return receipt mail may be used if necessary) *FDM Procedure 18-15-20 and 18-20-1*					
31	Send notice to utilities of having received their work plan, cost estimate, release of rights, waiver letter, etc. An email notice is acceptable.					
32	Identify and resolve (or recommend resolution for) any conflicts among the various utility work plans.					
33	Send utility cost estimates and agreements to Management Consultant for review and recommendation of approval if Federal or State funds are used for utility compensation.					
34	Send utility agreements to BTS Utility Coordinator for approval and processing if Federal or State funds are used for utility compensation.	X				
35	Approve utility work plans. *FDM Procedure 18-10-35*					
36	Send Work Plan Approval and Start Work Notices to utility companies.					
37	Provide 90% plan and profile and cross-sections to MC at PS&E review time.					
38	Review utility permits for compatibility with highway project design. Recommend corrective action if necessary.					
39	Approve utility permits.		X			
40	Conduct field meetings with all utilities.					
41	Write the utility section of the highway contract special provisions, based upon work plans provided by the utility owners. Use when appropriate: "These plans show utility facilities existing at the time of the original survey in _____ of _____. Facilities installed after this are addressed in the specials."					
42	Review the utility section of the highway contract special provisions.					
43	Update utility contacts for General Notes sheet on final plan based upon contact information provided by utilities from work plans.					
44	Prepare Form DT1080, Utility Status Report (USR), as part of the PS&E submittal package. *FDM Procedure 18-10-40*					
45	Provide right-of-way staking for utilities as needed throughout the design process. Right-of-way staking is needed only in the areas where utility facilities will be placed, not the entire project. Estimate this will be needed _____ times.					
46	Send a final, reduced size plan set and copy of the utility portion of the highway contract special provisions to each utility with facilities in the project area just prior to or soon after the final PS&E submittal. *FDM Procedure 18-10-45*					

	TASK	MC	Local Agency	Design Consult.	N/A	Date Done
47	Hold a utility coordination meeting after all work plans have been approved but before utility relocations begin. *FDM Procedure 18-10-35 and 18-10-45*					
48	Follow-up on status of utility relocations between PS&E submittal and the preconstruction meeting.					
49	Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.			X		
50	Attend the Pre-construction meeting and answer any questions regarding the utility coordination efforts.					
51	Provide staking for utilities between PS&E and start of highway construction. Estimate ___ number of times.					
52	Process utility agreement change orders and send to BTS Utility Coordinator if Federal or State funds are used for utility compensation.					
53	Process utility second moves and send to BTS Utility Coordinator if Federal or State funds are used for utility compensation.					
54	Process utility billings and send to BTS Utility Coordinator for reimbursement if Federal or State funds are used for utility compensation.					

Date of Field Review:
Project ID:
Name of Road:
Feature Under:
County:
Bridge Number:
Sufficiency Rating (Date):
Structurally Deficient or Functionally Obsolete:

Checklist for Field Review	
Right-of-Way:	Railroad:
Potential Hazardous Materials Sites:	Utilities Present:
Wetland Mitigation:	Coordination Meeting Needed:
Historical/Arch Investigation:	Work Plan: ☐ Simple ☐ Medium ☐ Complex
Environmental Documentation:	Staking Required:
Current Clear Bridge Width:	Proposed Clear Bridge Width:
Road Status During Construction:	Proposed Design Class:
Average Daily Traffic:	Functional Classification:
Project Length:	Schedule Reviewed:
Program Estimate (including 15% E&C):	Update Estimate (including 15% E&C):

Comments:

Prepared By:

Note: This updates and verifies the information provided in the Concept Definition Report accepted _____.

December 14, 2007

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH I
Green County

We are preparing plans for the above road improvement project and would like to show all utility facilities owned by your company which are either within the public way or adjacent to it. A map is enclosed showing the project limits. Please show us where your facilities are located along this route. Copies of your plant maps would be very helpful to us in our design process.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

Also enclosed is a copy of the Concept Definition Report that explains the purpose and scope of our project. More detailed information and plans will be sent to you later.

You will be contacted in the future and asked to mark the locations of any underground lines so that our survey crews can obtain this information for our plans.

We are early in the design process, but we expect that construction will take place in 2006. We hope to have our plans completed by March of 2005. If you have any high-cost utility facilities in the proposed construction area, please let us know so that we can consider them as a design constraint and we will try to design around them.

Thank you for your cooperation on this project. We will keep you informed as our plans develop for this project. If you have any questions regarding this project, please contact me at __(sender's contact information) or the project designer, _____ at __(designer's contact information).

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

TRANSMITTAL OF PROJECT PLAN AND
NOTICE OF COMPENSABLE WORK

RE: Project ID 1153-07-41
CTH A - South County Line
CTH C
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

It is our desire to acquire certain land rights from your company. Reimbursement will be made for facilities presently located on property in which your company has a compensable land interest and which will require adjustment. Enclosed for your approval and execution are the following documents:

1. Right-of-way plat showing the location of your facilities in relation to the proposed right-of-way for this highway. This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.
2. {Quit Claim Deed by Utility, Conveyance of Rights in Land, or Temporary Construction Easement, whichever is appropriate} for Parcel # 17.
3. {Audit Agreement or Lump Sum Agreement}, providing for reimbursement of the associated utility relocation work.
4. A copy of the PROJECT PLANS for the above project.
5. A synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

In connection with the agreement, we herewith extend plan preparation authority and preparation of the detail plan and estimate for the anticipated relocation work. The plan should show both the present affected facility and the relocated or replaced facility. Please also provide some stationing tie with the highway plan so that the location can be readily identified. The estimate should be made in compliance with CFR 23, Part 645, Subpart A-Utility Relocations, Adjustments and Reimbursements on the basis of replacement-in-kind theory, with appropriate credits for used life, salvage and betterments, and must follow your company's standard utility accounting practices. The plan and estimate must be furnished by the WORK PLAN due date of _____.
This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH** of **YEAR**.

Please furnish three (3) sets of the plan and estimate, the executed {Quit Claim Deed by Utility, Conveyance of Rights in Land, or Temporary Construction Easement, whichever is appropriate} and the signed agreement document.

This is not an authorization to proceed with construction. Construction performed before the ____ County Highway Commission accepts the contract will not be reimbursed.

If you have any questions regarding this project, please contact me at __(sender's contact information) or the project designer, _____ at __(designer's contact information).

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH E
Green County

Please review the enclosed PROJECT PLANS to determine the impact this proposed highway project would have on your facilities. Also included is a synopsis of the project containing information regarding any special features about this project, such as hazardous materials sites, historic or archaeological sites, marsh or environmentally sensitive areas, the proposed highway work schedule and any special civic constraints or activities that must be accommodated such as festivals and holiday events.

This project is in Section 36, Town 3 North, Range 9 East, Town of Albany, Green County.

You may wish to meet with the Design Engineer (add designer contact information) to discuss relocation and permit requirements.

This letter is not an authorization to undertake any study or relocation work at our expense. If you feel you have a land interest in which payment should be made for relocation of facilities, please contact our office so that we may review your claim and, if necessary, revise our right-of-way plat.

You will be provided with a final plan reflecting any changes prior to the letting date. This project is scheduled for letting on **DATE**, with construction anticipated to begin in **MONTH**, of **YEAR**.

If you have any non-design related questions, you may contact me at _____

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

November 18, 2001

Bresnan Communications
Attn: Larry Ladwig
1022 South 19th St
PO Box 758
La Crosse WI 54602-0758

SUBJECT: **Work Plan Reminder**
ID 1644-06-71
Farnum Street to Redfield Street
USH 14 (South Avenue), City of La Crosse
La Crosse County

Dear Mr. Ladwig:

I have not yet received a work plan from you describing your plan for the relocation of your facilities in conflict with next year's South Avenue project. The project will be let to bids in April and will be built shortly thereafter. I need to receive a work plan from you **as soon as possible** in order for me to write the utility special provisions and which will become part of the contract for the project.

I have included another copy of the utility worksheet to help you in providing me with the information I need, along with a copy of the letter I mailed out with the project plans in August of this year.

Unresolved or unexpected conflicts create problems for all of us during construction. There is a good chance for damage to your facilities and delays to the contractor if conflicts are not addressed and their resolution planned for in advance. With an urban project like this one much of the utility work may need to take place during construction, so good advance planning will help the project get built as smoothly as possible. Highway contractors bid on the project based on information in the utility special provisions, so please include as much detail as possible on what you will need to move, when, and how long it will take.

If you have any questions regarding the preparation of the work plan, or if you would like a meeting to review the project please call me at (608) 785-9032, or the designer, Ron Egge at (608) 789-7874.

Sincerely,

Name
Title

enclosure

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

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

Project: **Utility Project ID:**
Parcel #:

WITNESSETH: For and in consideration of the conveyance by separate instrument to the MUNICIPALITY 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 MUNICIPALITY 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 the 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 MUNICIPALITY an acceptable statement outlining the COMPANY's current standard practice and procedure for disposal of such material or shall give written notice to the MUNICIPALITY 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 MUNICIPALITY to proceed with the work. The COMPANY shall give prior notice to the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY's prior approval.

   The COMPANY shall keep and make available to the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY, DEPARTMENT, or 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 MUNICIPALITY to the COMPANY 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. Said invoice shall be submitted to the DEPARTMENT's Management Consultant with a request for reimbursement and a copy of the COMPANY invoice, record of payment, and supporting documentation who will forward it to the DEPARTMENT's Utility Projects Coordinator. The Utility Projects Coordinator shall review the invoice for compliance with the original agreement and applicable State and Federal regulations. When this compliance is assured, the Utility Projects Coordinator will authorize payment by the DEPARTMENT to the MUNICIPALITY.

The MUNICIPAL UTILITY shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the MUNICIPAL UTILITY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

5. In Connection with the performance of work under this contract, the 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 MUNICIPALITY or 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.

   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 DEPARTMENT, MUNICIPALITY, and the COMPANY.

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

Wisconsin Department of Transportation

(Authorized Signature)	(Company)
(Date)	(Signature) (Date)
LOCAL UNIT OF GOVERNMENT	(Title)
(Authorized Signature)	(Signature) (Date)
(Date)	(Title)

Local Three Party Utility Audit Agreement
Revised: 09/2013

Page 2 of 2

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

This Agreement is made and entered into by and between the 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:

Project: **Utility Project ID:**
Parcel #:

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 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

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.

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

LOCAL UNIT OF GOVERNMENT

(Authorized Signature)

(Date)

(Company)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

Local Lump Sum Agreement
Revised: 09/2013

Page 2 of 2

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

This Agreement is made and entered into by and between the 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 DEPARTMENT from the COMPANY in connection with a transportation improvement designated:

Project: **Utility Project ID:**
Parcel #:

WITNESSETH: For and in consideration of the conveyance by separate instrument to the DEPARTMENT 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 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 shall comply with the Buy America requirements specified under 23 USC 313 and 23 CFR 635.410 when any part of this highway improvement project involves funding by the Federal Aid Highway Program. To complete processing of invoices submitted, the COMPANY shall provide to the DEPARTMENT a signed DT2249, *Utility's Certificate of Compliance for Steel and Iron Items*.

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.

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.

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

LOCAL UNIT OF GOVERNMENT

_____
(Authorized Signature)

_____
(Date)

_____
(Company)

_____
(Signature) (Date)

_____
(Title)

_____
(Signature) (Date)

_____
(Title)

Local Audit Agreement
Revised: 09/2013

Document Number
QUIT CLAIM DEED By Utility
Exempt from fee s.77.25(2r) Wis. Stats.
s.83.08 Wis. Stats.

THIS DEED, made by Emerald City Electric GRANTOR, a utility organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin, with its principal place of business at 1114 Barnes St. City of Green Bay County of Brown State of Wisconsin quit claims to the County of Brown, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar ($1) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

NONE

Return to
Julie Harris
1112 County Rd CB
Green Bay, WI 54313

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by Brown County R/W Parcel No. 43

Quit Claim Deed for County Projects
Revised: 03/2006

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH CB by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number
QUIT CLAIM DEED By Utility
Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.

THIS DEED, made by Emerald City Electric GRANTOR, a utility organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin, with its principal place of business at 1114 Barnes St City of Green Bay County of Brown State of Wisconsin quit claims to the City of Green Bay, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar ($1) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

NONE

Return to
Julie Harris
City of Green Bay
1678 Madison St.
Green Bay, WI 54301

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22
Quit Claim Deed for City Projects
Revised: 05/2006

This instrument was drafted by City of Green Bay

R/W Parcel No. 22
Page 1 of 2

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of Main St. by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number

QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
s.61.34 (3) and (3m) Wis. Stats.

THIS DEED, made by Emerald City Electric Company GRANTOR, a utility organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin, with its principal place of business at 1114 Barnes St. City of Green Bay County of Brown State of Wisconsin quit claims to the Village of Ashwaubenon, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar ($1) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

NONE

Return to
Julie Packer
Village of Ashwaubenon
1456 Holmgren Way
Ashwaubenon, WI 54304

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by Village of Ashwaubenon R/W Parcel No. 42

Quit Claim Deed for Village Projects
Revised: 05/2006

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH CB by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number

QUIT CLAIM DEED By Utility

Exempt from fee s.77.25(2r) Wis. Stats.
s.82.14(1) Wis. Stats.

THIS DEED, made by Emerald City Electric GRANTOR, a utility organized and existing under the laws of the State of Wisconsin and authorized to transact business in the State of Wisconsin, with its principal place of business at 1114 Barnes St. City of Green Bay County of Brown State of Wisconsin quit claims to the Town of Green Bay, GRANTEE, all of its title, rights, or interests in and to the lands described, reserving to itself the ownership and title of its facilities or personalities occupying the described lands, and which the GRANTOR, at its own cost and expense will remove from the lands, or will so relocate, change, or alter that they will not interfere with or be interfered with or be interfered with by the normal operation and maintenance of a public highway on the described lands, for the sum of One Dollar ($1) and other good and valuable consideration. Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation. Other persons having an interest of record in the property: None. If not appropriate, cross out None and list name(s).

NONE

Return to
Julie Harris
Town of Green Bay
1676 Town Line Rd.
Green Bay, WI 54301

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)	(Date)
(Signature)	State of)) ss. _____ County)
(Title)	On the above date, this instrument was acknowledged before me by the named person(s).
(Print Name)	
(Signature)	(Signature, Notary Public)
(Title)	(Print or Type Name, Notary Public)
(Print Name)	(Date Commission Expires)

Utility or R/W Project ID 1154-01-21 This instrument was drafted by Town of Green Bay R/W Parcel No. 43

Quit Claim Deed for Town Projects
Revised: 03/2006

Page 1 of 2

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH EA by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1154-01-21-4.01, recorded as Document #1432168 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1154-01-21-4.02, recorded as Document #1432179 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1154-01-21-4.03, recorded as Document #1432180 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number

CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.83.08(1) Wis. Stats.

Wisconsin Electric Partners, GRANTOR, for and in consideration of the sum of One Dollar ($ 1) 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 County of Brown, 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.

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

Other persons having an interest in record in the property:

NONE

This space is reserved for recording data

Return to
Julie Harris
1112 County Rd CB
Green Bay, WI 54313

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by Brown County R/W Parcel No. 42

Conveyance of Rights for County Projects
Revised: 05/2006

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH CB by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.62.22 Wis. Stats.

Wisconsin Electric Partners, GRANTOR, for and in consideration of the sum of One Dollar ($ 1) 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 City of Green Bay, 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.

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

Other persons having an interest in record in the property:

NONE

This space is reserved for recording data

Return to
Julie Harris
City of Green Bay
1676 Madison St.
Green Bay, WI 54301

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by City of Green Bay R/W Parcel No. 42

Conveyance of Rights for City Projects
Revised: 05/2006

Page 1 of 2

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of Main St. by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number

CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.61.34 (3) and (3m) Wis. Stats.

Wisconsin Electric Partners, GRANTOR, for and in consideration of the sum of One Dollar ($ 1) 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 Village of Ashwaubenon, 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.

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

Other persons having an interest in record in the property:

NONE

This space is reserved for recording data

Return to
Julie Packer
Village of Ashwaubenon
1456 Holmgren Way
Ashwaubenon, WI 54304

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by Village of Ashwaubenon R/W Parcel No. 42

Conveyance of Rights for Village Projects
Revised: 05/2006

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH EB by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1123-01-22-4.01, recorded as Document #1432158 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1123-01-22-4.02, recorded as Document #1432159 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1123-01-22-4.03, recorded as Document #1432160 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.82.14(1) Wis. Stats.

Wisconsin Electric Partners, GRANTOR, for and in consideration of the sum of One Dollar ($ 1) 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 Town of Green Bay, 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.

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

Other persons having an interest in record in the property:

NONE

This space is reserved for recording data

Return to
Julie Harris
Town of Green Bay
1676 Town Line Rd.
Green Bay, WI 54301

Parcel Identification Number/Tax Key Number
See attached list

Legal Description

See attached legal description

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

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

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 1123-01-22 This instrument was drafted by Town of Green Bay R/W Parcel No. 42

Conveyance of Rights for Town Projects
Revised: 05/2006

Page 1 of 2

Parcel Identification Number/Tax Key Number

22810-1911-0150-0000
22810-1911-0125-0000
22810-2002-0375-0000
22810-2022-0100-0000
22810-2021-0325-0000
22810-2021-0327-0000
22810-2021-0425-0000

Legal Description

All that part of the lands subject to Grantor's easements or interests included in lands acquired for the improvement of CTH EA by the Grantee in:
parcels 1, 3, 5 and 15 of Transportation Project Plat 1154-01-21-4.01, recorded as Document #1432168 and filed in TPP Cab Pg 6a;
parcels 20 and 29 of Transportation Project Plat 1154-01-21-4.02, recorded as Document #1432179 and filed in TPP Cab Pg 7b;
parcels 31 and 40 of Transportation Project Plat 1154-01-21-4.03, recorded as Document #1432180 and filed in TPP Cab Pg 8c;
in the Brown County Office of the Register of Deeds and all subsequent revisions.

TEMPORARY CONSTRUCTION EASEMENT
(Traditional Right-of-Way Plat)

Wisconsin Electric Partners, Grantor, which has an interest in the lands described below, grants to the Brown County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the Town of Pittsfield, Brown County, Wisconsin and are shown on Sheet Number(s) 4.01, which is a part of the Right-of-Way Plat for Project No. 1123-01-22, filed by the grantee with the County Clerk and County Highway Committee of the said County as required by Wisconsin Statutes. This plat is also available for viewing at the Office located at 944 VanderPerren Way, Green Bay, Wisconsin.

The said lands are part of Parcel(s) 1 as shown on said Right-of-Way Plat and are further described as lying in the NE 1/4 of the SW 1/4 of Section(s) 21, T25N, R19E , Town of Pittsfield.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No. 1123-01-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as Document 238057 in the Brown County Register of Deeds Office or exists by prescriptive rights as defined by Section 893.28 Wisconsin Statutes.

February 2, 2008
(Document Created Date)

Wisconsin Electric Partners
(Company)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

Utility or R/W Project ID 1123-01-22 R/W Parcel No. 42

Local Temporary Construction Easement (Traditional Right-of-Way Plat)
Revised: 06/2006

Page 1 of 1

TEMPORARY CONSTRUCTION EASEMENT
(Transportation Project Plat)

Wisconsin Electric Partners, Grantor, which has an interest in the lands described below, grants to the Brown County, Grantee, the right and permission to occupy Grantor's easement area for highway improvement purposes, which may include but are not limited to: 1) Constructing slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

The said lands are situated in the Town of Pittsfield, Brown County, Wisconsin and are shown on Transportation Project Plat(s) 1123-01-22, which depicts the right-of-way required for Highway Construction Project No. 1123-01-22 in accordance with Wisconsin Statutes. This plat is available for viewing at the Office located at 944 VanderPerren Way, Green Bay, Wisconsin.

The said lands are part of Parcel(s) 1 as shown on said Transportation Project Plat and are further described as lying in the E 1/4 of the SW 1/4 of Section(s) 21, T25N, R19E, Town of Pittsfield.

This Temporary Construction Easement establishes the right of Grantee to occupy lands on which Grantor has easement interests. However, Grantor reserves to itself the right to continue to use said easement area with its present and future overhead and/or underground facilities in a manner which is consistent with this grant, and further, that the costs of any relocation or alteration of any facilities of Grantor required by Grantee to accomplish its work, now or in the future, will be paid by Grantee.

This Temporary Construction Easement shall terminate upon completion of Construction Project No1123-01-71 for which this instrument is given. The Grantor has a prescriptive right or an easement and therefore grants this Temporary Construction Easement as a holder of a property interest and not as a property owner.

The Grantor's easement is recorded as Document 238057 in the Brown County Register of Deeds Office, or exists by prescriptive rights as defined by Wisconsin Statutes, Section 893.28.

February 2, 2008
(Document Created Date)

Wisconsin Electric Partners
(Company)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

Utility or R/W Project ID 1123-01-22
Local Temporary Construction Easement (Transportation Project Plat)
Revised: 06/2006

R/W Parcel No. 42
Page 1 of 1

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

On **DATE**, the _____ County Highway Commission accepted an agreement with the **WISCONSIN PUBLIC SERVICE CORPORATION** for the above project. A copy of the signed agreement is enclosed for your records.

If you have not already done so, please forward the executed release of rights document to our office.

Before you begin work, contact us and we will bring you up to date on the status of right-of-way acquisitions. If you have buried facilities parallel to the roadway, a potential for conflict exists in cut areas where driveways are being graded to match the new profile. It may be necessary to place your facilities extra deep through these areas.

When the necessary highway right-of-way has been acquired and the permits to occupy highway right-of-way are approved, you may proceed with contract work.

You must notify me at **PHONE NUMBER** of the date you actually begin contract work as well as the date when work is complete.

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

September 20, 1998

REGISTRAR
GREEN COUNTY REGISTER OF DEEDS
STREET ADDRESS
MONROE WI 99999

RE: Project ID 1153-07-41
CTH A - South County Line
CTH P
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

We have enclosed a {Conveyance of Rights or Quit Claim Deed} document pertaining to the above project.

Please record this instrument and submit your invoice in duplicate, along with the recorded conveyance, to the **GREEN COUNTY HIGHWAY COMMISSIONER, MONROE WI, 99999**.

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH Q
Green County
Parcel 17, WISCONSIN PUBLIC SERVICE CORPORATION

Utility invoice/billing **# 937182.**

Enclosed is check **#1287** drawn in the amount of **$7,893.28**.

This check represents payment in full for the lump sum contract for this project.

Thank you for your cooperation in this matter of mutual interest.

Sincerely,

Name
Title

_____County or Municipality Letterhead_____

September 20, 1998

WISCONSIN PUBLIC SERVICE CORPORATION
PO BOX 19002
GREEN BAY WI 54307-9002

RE: Project ID 1153-07-41
CTH A - South County Line
CTH X
Green County
Parcel 17, Wisconsin Public Service Corporation

Enclosed is check **# 762 drawn** in the amount of **$ 73,856.27**. This check represents full payment for your billing **# 1**. Any overpayment disclosed by audit must be refunded.

Thank you for the cooperation you have given us in expediting the above project.

Sincerely,

Name
Title

8.1 General

Almost every highway has some utilities located within or adjacent to the highway right of way. A highway improvement project frequently requires some of these facilities to be relocated. When new right of way is purchased, a utility may be eligible for compensation for the relocation of some of their facilities. (See Chapter 11, Utility Reimbursement Process, for additional information on compensation.)

The right of way (R/W) plat is the first complete drawing showing proposed alignment and proposed right of way, and giving stationing that can be related to the cross sections. The completed plat and plotted cross sections provide the basic information the utility company engineers need to start identifying conflicts, and determining where they may be able to put relocated or replacement facilities.

Planners are required to plan excavations to avoid to the extent possible interference with utility facilities in or near the excavation area. See Wis. Stat. s.182.0175 in Attachment 1.2.4. If the existing facilities are not properly located and identified, the planner cannot adequately fulfill this obligation. **Utility facilities must be field located**. Reliance on utility company facility maps (hard copy or electronic) for location of utilities **is not acceptable.**

8.2 Establishing New Right of Way Limits

Determining the right of way required for an improvement project is not always easy. Many points of view come into play, and the final design is not yet established at the time the right of way plat is completed. With this in mind, the Designer is urged to set the new right of way limits conservatively so that later design changes are easily accommodated. Also, the needs of utility companies should be taken into consideration during this process. Attachment 8.2.1, a memo written in response to several problems encountered in former District #1, is included to give the Designer insight into some of the items that should be considered in establishing needed right of way. The information in this memo is relevant to all Regions. The basic points of this memo can be summarized as:

1. Be sure the right of way is wide enough to provide flexibility in final design.
2. Consider constructability and future maintenance.
3. Consider the relocation needs of the utility facilities.
4. Streamline the right of way to minimize the number of jogs.
5. Provide room outside of the slope intercepts to accommodate the above.
6. On rural projects, the suggested minimum distance between the slope intercept and the right of way line is 10 feet. (FDM Procedure 12-15-1) On urban projects 10 feet may be excessive, and 5 feet may be more desirable. Less than 5 feet between the slope intercept and the right of way line will usually require Temporary Interests (TI's) in order to build the project.

8.3 Showing Utilities on the Right of Way Plat

All utility facility location information shall conform to Quality Level B or Quality Level A as defined in the “American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02.” In summary, Quality Level B means that all utility location information must be field located. Quality Level A means that horizontal and vertical location as well as facility size and type information must be provided by exposing the structure and collecting the data. See the ASCE Standard Guideline document for additional detailed information on data quality levels.

All utility information within the area covered by the right of way plat should be shown on the plat. This includes both physical facilities and land rights information. The Designer may use a little discretion in this area. The intent is to show the utility system affected by the project. For example, facilities on a street parallel to the project need not be shown, unless they are connected to facilities affected by the project. **See the section later in this chapter titled “Transportation Project Plats (Recorded Right of Way Plats)” for additional information on what utility facilities to show on recorded plats.**

For non-recorded plats, all utility facilities within existing or proposed right of way, both underground and surface, shall be shown on the plat. Overhead lines are usually not shown, but the poles supporting them (which are surface facilities) are shown. The plat shall also indicate the ownership of the utility facility. Note that recorded plats are only required to show utility facilities where a portion of the facility is compensable, but they may show all utility facilities. Utilities are to be marked using the standard symbols as shown in Attachment 8.3.1 and in FDM Procedure 15-5-30. The intended purpose of a plat is for the purchase of land interests. As such it is not a construction document. Any construction activity should be done using the plan sheets that were developed for that purpose. However, since the development of the plat sheet is closely tied to the development of the plan sheets, the following discussion on “caution” symbols is included in this section. It should be noted that **“caution” symbols are not required on plats**

because plats are not construction documents, but some designers may find it more efficient to include the “caution” symbols on plat sheets rather than adding them to the plan sheets that are created later. Showing the “caution” symbols is acceptable.

There are two caution symbols that are to be used on plans and plats. See Attachment 8.3.1 or FDM Procedure 15-5-30 Attachment 30.2. The Combustible Fluids Caution symbol should be used only for pipelines carrying combustible or explosive fluids. See FDM Procedure 15-1-35. A blowup of a pipeline or gas main would cause a widespread catastrophe.

High voltage power lines would cause serious injury to any individuals in direct contact with the lines, but the nature of the damage is limited to the immediate area. Therefore a High Voltage Caution symbol is warranted. The symbol is appropriate to show on electric transmission lines that are 69 kV and higher.

If a pole or pedestal has been accurately determined to lie either inside or outside of the new right of way, its position on the plat should be slightly exaggerated to clearly demonstrate whether or not the facility is compensable.
NOTE: The center of the pole or pedestal is used to determine compensability.

The Designer should make sure that the locations of underground facilities match between plat sheets.

On each sheet of the plat, the ownership of the utility facilities shown must be identified. It is not unusual for utilities to change their names due to corporate reorganization, mergers, federal rulings, etc. The right of way plat should show the most current name of the utility, if it is known. However, it is acceptable to show the name of the company as shown on the easement documents.

All applicable land interests of utilities shall be shown on the right of way plat. This includes land owned by the utility as well as all easements, conveyance of rights documents from past highway projects, or use agreements obtained by the utility company.

General public utility easements established as part of land platting and certified surveys shall be shown and identified. See Attachment 8.3.2. However, only when easements are located within new right of way **and** are actually occupied by a utility does a platted general public utility easement become a compensable utility parcel.

As mentioned above, utility land interests **(easements, conveyance of rights documents**, etc.) need to be shown on the plat. See also FDM Procedure 12-1-5. However, because some utility easements are written in very general terms and cover an entire section or quarter-quarter, the plat only needs to reference the source document (by the recording information such as volume and page, document number, etc.) that applies to the utility easement or conveyance of rights document. The notation should also include which parcels the easement applies to. Where specific physical boundaries of strip easements and use agreements can be identified, they may be shown as such. Easements shall be identified as shown in the examples in Attachments 8.3.2, 8.3.3, 8.3.4, and Attachment 8.3.5.

Easements owned by a utility fall into two categories, occupied and unoccupied. An **occupied easement** is one in which a utility has some type of facility. An **unoccupied easement** is one that is owned by a utility but is currently unused, meaning that there is no utility facility in the easement area. Both types of easements shall be shown on the plat. The recording information of the easement, along with what parcels are affected by the easement has to be shown on the plat. See Attachment 8.3.5. You do not need to graphically show the limits of the easement, but in some cases that can be helpful and it is permissible to show the limits of the easement. Unoccupied easements more than 100 feet away from the new right of way need not be shown on the plat. Any release of rights document that is created for the highway improvement project needs to include all easements, both occupied and unoccupied.

If a utility with compensable facilities also has **land** (for example, at a company-owned sub-station) which WisDOT will need to purchase for new right of way, the real estate parcel and the utility parcel are different and must be assigned different parcel numbers. See Attachments 8.3.3 and 8.3.6.

Utility facilities located in proposed Temporary Limited Easements or Permanent Limited Easements may be compensable, and should be shown as a parcel on the plat where relocation is required. A Temporary Construction Easement, Form DT2216 -Traditional Right of Way Plat or Form DT2217-Transportation Project Plat, is needed to allow construction to take place in this area. This Temporary Construction Easement also serves as the vehicle to

allow payment because it is a temporary release of a land right.

Sometimes utilities legally occupy private land via **unrecorded easements, verbal agreements, or prescriptive rights**. In this case there will not be any recorded documents and you should show the compensable utility facility without any reference to recording information. See Parcels 46 and 47 in Attachment 8.3.7 for an example. Chapter 11 of this guide has more information regarding prescriptive rights.

When utilities sign a conveyance of rights document for a highway project they retain the right to future compensation for utility relocations caused by an improvement project. When there is an existing **conveyance of rights document from a previous project**, the utility facility is compensable and must be shown as such on the right of way plat. See Attachment 8.3.8.

Though not always necessary, a separate Utility Plan may be prepared to avoid showing all utilities on a cluttered right of way plat. However, the compensable utilities located in the new acquisition areas must still be shown on the right of way plat. The separate Utility Plan must contain the reference line, existing and proposed right of way lines, all existing utilities, slope intercepts, utility easements, and the proposed work. This separate Utility Plan will not be a part of the right of way plat, but it must be completed at the same time as the plat if it is to be useful to the utilities. Please consult with the Region Utility Unit if you are considering developing a Utility Plan.

8.4 Trans 233 Setbacks

Trans 233 affects the compensation of utility facilities in the highway setback area on land divisions created after February 1, 1999. The location of the setback line, the date of the creation of the land division, and the date of the placement of the utility facilities determine whether the utility facilities between the setback line and the right of way line are compensable. Therefore it is important to indicate the land division recording information on the right of way plat. For land divisions created after February 1, 1999, the land division document should be consulted to determine whether the utility facilities in the setback area should be shown as compensable or not. Attachments 8.4.1 and 8.4.2 are examples of a Certified Survey Map (CSM) and a subdivision showing the required information.

For a more thorough discussion of Ch. Trans 233 Wis. Adm. Code and its impact on compensation of utility facilities, see UC Guide Chapter 22, TRANS 233.

8.5 Compensable Utilities

When a utility has facilities in land rights within the proposed right of way, the relocation of these facilities and the release of the land rights are compensable. Compensable means that WisDOT is required to offer to pay the relocation costs of the facilities, and must obtain the land rights from the utility company. If all of the utility facilities are within the existing right of way, WisDOT does not pay the utility to relocate its facilities unless there is a prior conveyance of rights from a previous project. An example of compensable utility facilities on a right of way plat is shown in Attachment 8.3.2 and Attachment 8.3.7.

For utility poles, the location of the center of the pole is used to determine compensability. If the center of a pole is located on the right of way line or within the existing right of way, the pole is not considered compensable. There are times when exceptions are made for very large steel poles or structures, such as transmission towers. The compensability of large structures may be prorated based on the percentage of the structure on private lands. Other types of utility facilities other than poles or large structures should be treated in a similar manner. The center of the facility should be used to determine compensability or, if that is too difficult to determine, a prorated percentage based on the area inside the existing right of way versus the area outside of the existing right of way can be used. See Attachment 8.5.1. If any part of a utility facility is compensable, it should be shown on the plat as compensable. Check with the Region Utility Unit if you are uncertain as to whether a facility should be shown as compensable.

Anchors and guy poles are compensable only if the primary pole is compensable.

Service drops are not usually considered compensable. Service drops do not usually have an easement associated with them, so there is no land right to justify payment. (We generally do not consider prescriptive rights apply to a service drop.) There are exceptions to this. If there is an easement associated with the service drop, the service drop would be compensable. Also, large service drops serving industries, public buildings such as schools, and other similar facilities would be considered compensable. These services more closely resemble a distribution line than a service connection. It is important to note that service drops are never excluded from an estimate. In general, the ratio of payment is based on the ratio of existing utility distribution facility on private land versus public land. In the case of a

sewer main that is 50% on private land, 50% of the total invoice, including service drops, would be compensable. In general, if none of the main is on private land, none of the work is considered compensable, even if some service connection work requires replacement of the service drop that is outside of the right of way.

In areas where a company holds easement rights that fall within new right of way, but has no actual facilities, a parcel **must** be shown.

Facilities or easements that fall within a Temporary Interest (Temporary Limited Easement or Construction Permit) or a Permanent Limited Easement (PLE) are compensable and should be identified as parcels on the plat.

The utility facilities and land rights within the new right of way shall be marked and identified with the owner's name and the parcel number. The utility companies and the parcel numbers shall be shown on the **Schedule of Interests** portion of the plat. The Interest Required is a "Release of Rights." A sample Schedule of Interests is shown in Attachment 8.3.6. In addition to the information shown in Attachment 8.3.6, it is sometimes helpful to include the last two digits of the Utility Project ID on the Schedule of Interest, directly after the utility company name. This is particularly helpful when there are multiple plats for a project and where a utility company may have more than one utility agreement. Again, the Utility Project ID is optional.

It is possible for a utility facility within existing highway right of way to be compensable. This would occur when a utility has previously given WisDOT **a release of rights for an earlier project**. For example, in 1954 WisDOT purchased new right of way for STH 23 in Iowa County. GTE North gave WisDOT a release of rights at that time, but did not relocate their facilities. In 1992, WisDOT again planned to reconstruct STH 23. GTE North was eligible for compensation on both the facilities in the right of way purchased in 1992 and the facilities in the right of way purchased in 1954. This was discovered by reading the language in the Conveyance of Rights from 1954, which was found in the title searches for the project. See Attachment 8.3.8.

An unusual situation occurs where **lands adjacent to a highway have been dedicated for highway purposes**. Although such lands will not appear on the plat as new right of way, it is possible that a utility located within the dedicated lands would be a compensable parcel if the utility's occupation of the lands pre-dates the dedication.

A related situation is where the utility has facilities in a land division "Highway Setback" area. It is possible that the facilities in the setback area are not compensable even though they are in a utility easement. This is only true for facilities placed after February 1, 1999. Any facilities placed prior to that date would be compensable. See Chapter 22, Trans 233, for additional information.

On projects involving a designated freeway (per Wis. Stats. 84.295) municipally owned utilities are 90% compensable when located within existing right of way. These facilities should be shown similar to compensable utility parcels, but they would be labeled as "Utility Agreement 101" or simply "UA 101" rather than parcel 101. They are not exactly a parcel, but they are compensable and need to be shown on the plat. They would be labeled on the applicable plat sheets and listed in the Schedule of Interests. When numbering the Utility Agreements start with "UA 101." If there are more than 100 parcels, but less than 200, start with "UA 201," and so on. Facilities in new right of way are still a utility parcel and would be 100% compensable. It is quite likely that there will be two agreements required, one for the 90% compensable work and one for the 100% compensable work. Two state statutes are involved and two different agreement forms are required.

8.6 Non-Compensable Utilities

Utility facilities that are within the existing right of way are non-compensable unless a conveyance of rights was obtained on an earlier project. Attachment 8.6.1 shows non-compensable utilities on a right of way plat.

8.7 Preliminary Right of Way Plat

The base plat, which shows all the existing land information, should be submitted to the Region Utility Unit for their review prior to placing new right of way information on the plat. The Utility Unit will verify that all existing information is shown as required. This may save time and rework in later reviews.

A print of the preliminary right of way plat must be given to the Utility Unit for their review **at least one month prior to the completion of the final plat.** The Utility Unit will check to see that the utility facilities and land rights are shown properly. Changes and corrections that must be made will be submitted to the Designer prior to the completion of the right of way plat that is submitted with the relocation order.

8.8 Signed Right of Way Plat

A copy of the signed right of way plat, and all revisions that may affect utilities, must be given to the Utility Unit. The designer must provide the Utility Unit with a copy of the plat when it is first signed, and again whenever it is revised. At the same time, they will also need a set of plan and profile pages, mainline and side road cross-sections, as well as typical sections and intersection details and all information necessary to design the utility relocations required. The Designer must provide this information. For in-house projects additional sets of all of the above will be requested by the Utility Unit to send to all of the affected utilities. The designer is responsible for furnishing the prints to the Utility Unit. On consultant projects refer to the contract to determine who is responsible for sending plats and plans to the utilities.

8.9 Transportation Project Plats (Recorded Right of Way Plats)

A Transportation Project Plat (TPP) is a highway right of way plat that is recorded at the County Register of Deeds Office. It must contain the utility easement and all utility-related land interest information. They must also show existing utility facilities in the acquisition area and all other compensable utility facilities, such as facilities occupying areas where a Conveyance of Rights in Land document is in effect from a previous project.

When any part of a utility facility is compensable, all of that utility's facilities shall be shown on the TPP. This includes facilities in the new acquisition area, in the existing right of way, and in areas adjacent to the right of way. In most cases, sewer and water facilities are not compensable and will not be shown on plats. The exception is when the sewer or water utility owns an easement or on projects where a highway is designated as a freeway by Wis. Stat. s.84.295.

The timing of the recording of TPP's is generally later in the project development process, usually after highway project plans have been sent to the utility companies. When the TPP is not recorded by the time the highway plans are sent to utility companies, this creates problems for utility coordination. The Office of General Counsel has issued a legal opinion that states we can send plans and agreement forms to utility companies prior to the relocation order date or recording date. See Attachment 8.9.1. The utility company can also sign the agreement forms and return them to WisDOT prior to the relocation order date. However, as a matter of policy and to be sure we are in compliance with Wis. Stat. s.4.09, WisDOT will not sign the agreements until after the TPP has been recorded. If the TPP is not recorded by the time the utility returns the agreements to WisDOT, the highway improvement project will be delayed. Also, the release of rights documents, either the Conveyance of Rights in Land or the Quit Claim Deed, must reference the recorded plat in the legal description. Therefore, the utility coordinator cannot send out the release of rights document until after the TPP is recorded. If the TPP is not recorded at the time the highway plans are sent to the utilities, it is recommended that the utility coordinator send the release of rights document to the utility company with the approved utility agreement. A sample cover letter for sending the approved utility agreement and the release of rights document is shown in Attachment 11.15.2, of Chapter 11, "Utility Reimbursement Process," of this Guide.

When a TPP is recorded, the Register of Deeds will create an index for the TPP and all subsequently recorded documents are indexed to the TPP. Our release documents need to be indexed to the TPP. So, the legal description needs to contain a reference to the TPP and that means that the **TPP has to be recorded prior to creating the release document**.

The current method of operation does not require the recording of the TPP until just shortly before real estate is purchased, which is usually going to be after the utility coordinator has sent out the Project Plans packet of information to the utilities. In the past we included the release document in the Project Plans packet. In many cases we can no longer do that because the TPP won't be recorded at that time. Instead, the new process will have the release document sent to the utility company at the time the approved utility agreement is sent to the utility company. It is anticipated that the TPP will be recorded by this time and the appropriate legal description, including the recording information of the TPP, can be included in the release document. If for some reason the TPP is not recorded by the time the Utility Agreement is sent back to the utility company, the Region has a problem and the project letting should probably be rescheduled.

The agreement states "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...," which means that the agreement is not valid until we receive the release document. We cannot pay any invoices until the release document is received and recorded. By signing the agreement the utility company has agreed to provide the release document. The **PS&E can be submitted** prior to the recording

of the release document, and **the project can be let** prior to the recording, however, **we cannot pay any invoices** until after the release document is recorded.

If **plat revisions** are needed, the TPP must be corrected in one of two different ways, depending on the nature of the required revisions. If the recorded plat is missing a utility land interest area, or the utility is not listed as a parcel, the plat must be amended. This means the plat must be revised (amended) and a new plat recorded. An example of missing a utility land interest area is where we show the utility facility inside the right of way with no utility easement. Then we discover that the utility facility is really outside of the right of way and it is thus compensable. We would need to revise the plat to show the facility outside of the right of way and label it as a parcel. If there were a recorded easement that we originally missed, we would have to add that information also. This revised plat would then be recorded at the Register of Deeds Office. A new release of rights document would have to be recorded also, unless the error was detected before the release of rights document was recorded.

If the plat revision is more of a clerical nature, such as adding existing easement recording information that we missed in the original TPP, that correction can be dealt with in the legal description in the release of rights document. This assumes that we had correctly shown the utility as compensable on the original TPP, and it was labeled as a parcel. So, the only thing that needs correcting is the existing easement information. Revise the legal description to include all of the correct information and return the release of rights document to the utility for signature before recording it. This method can also be used to correct the name of a utility company or to correct text errors on the TPP.

8.10 TPP and Traditional Plat on the Same Project

On projects where there are a lot of temporary limited easements (TLEs), it is possible that the Project Manager may decide to have both a traditional plat and a TPP. For example, a project is 10 pages long and there is fee acquisition only at two intersections, which are on two separate pages. The remaining 8 pages are for TLEs. Since TLEs are temporary interests by definition, there is no point in recording those 8 pages. They would just be unnecessary recorded documents at the Register of Deeds Office and they could confuse someone in the future. So, to avoid cluttering up the Register of Deeds files with worthless documents, the Project Manager will use a TPP for the two pages where fee acquisitions are needed and a traditional plat to show the TLEs. These plats will have separate right of way project ID numbers and different sets of parcel numbers (although the plat preparer could use the same utility parcel numbers on the two plats for each utility company if they choose to).

The utility coordinator still needs to acquire the land interests from the utility companies. In order to do that, a release of rights document is needed for the TPPs, and a Temporary Construction Easement is needed for the traditional plat areas. This assumes that no TLEs will be shown on the TPP. Different right of way project ID numbers will be used on the two documents. The release of rights document will have a legal description referencing the TPP right of way project ID and the Temporary Construction Easement will have a legal description referencing the traditional plat right of way project ID. The same Utility Project ID number will be used on both documents. The utility agreement will cover the work necessary for the entire project, so only one Utility Project ID will be needed.

8.11 Cooperative Acquisition

Wis. Stat. s. 84.093 allows WisDOT to enter into agreements with utility companies for the acquisition, development and maintenance of right of way. This process is optional and will be decided on a project basis. If cooperative acquisition is used on a project, additional information regarding the land interests needed by the utility company must be shown on the plat. Wis. Stat. s. 84.093, cooperative acquisition of rights-of-way, is Attachment 8.11.1.

The decision to use cooperative acquisition should be made jointly by the Region design, real estate, plat development and utility unit personnel. The decision to use cooperative acquisition should be made early in the design process so that the appropriate agreements can be developed and the additional information that is required on the plat can be added during the initial plat development process.

To date, cooperative acquisition has not been used on any projects, primarily because of many questions that have arisen regarding how it can be implemented. Please consult with the Office of General Counsel (OGC) is cooperative acquisition is being considered. Additional guidance is provided in Attachment 8.11.2.

CORRESPONDENCE MEMORANDUM

DATE: March 1, 1991

TO: District #1 Designers

FROM: Ernest J. Peterson, District Utilities Engineer
(The basic concepts of this memo were approved by the District Technical Committee)

District #1 Guidelines for Establishing New R/W Limits

It has been District policy to minimize the R/W taken for an improvement project. In the past there has been pressure from farmers, environmentalists and other special interest groups to minimize the taking of farmland, wetland, woodland, and residential land. In response to this pressure, the District has implemented a policy that minimized R/W acquisition.

There are places where we must minimize highway R/W. For example, near historic buildings, parklands, and other 4f lands. However, I feel that we sometimes create problems for ourselves when we restrict the R/W.

There have been a number of projects where the slope intercept is approximately one foot from the R/W line. The R/W lines tend to zig-zag constantly throughout the project. This method of establishing R/W may have minimized the taking of land, but it has also caused problems during final design and construction. We create problems for ourselves when we are too conservative in establishing the initial R/W.

The R/W limits are determined during the preliminary design. During final design, it is not uncommon to change the grade in response to concerns of adjacent property owners, or to improve safety, or in response to other information that was not known at the time of the preliminary design. However, when the R/W is too restrictive, the designer loses the flexibility to change the grade without affecting R/W needs. This is sometimes compensated for by steepening slopes, or building curb and gutter or retaining walls. These alternatives compromise the safety of the roadway, even if they are acceptable design practices. The designer should put more emphasis on "streamlining" slope intercepts during the preliminary design so that later changes can be more easily accommodated.

We must also consider the accuracy of the data the designer has to work with. Technical Services acknowledges that cross sections can easily be off by 1.25 feet horizontally, and 0.2 to 0.3 foot vertically on PX mapping. The combination of the vertical and horizontal error magnifies the difference between cross section data and actual field conditions. If the original ground is wrong by one foot horizontally, that adds four feet to the slope intercept for a 4:1 slope. Add to this any vertical error, and the end result can be quite dramatic. When the R/W is established at one foot from the slope intercept, a one foot error on the cross sections puts the slope intercept out onto private land. This scenario is discovered during construction, and slopes are steepened. Again, the safety of the roadway is compromised.

The designer must also realize that there is other information that is not apparent until construction

begins. Aerial mapping cannot pick up all of the information that affects the proper design and construction of the roadway. While a field survey is always made to supplement the PX mapping, some information can go undetected by even the most experienced survey crew. Sometimes old culvert pipes are uncovered during construction that are not shown on the plan. The pipe may be almost full, and not noticeable when driving on the road, but it may drain a low spot that was not picked up by the mapping and cross sections. There are other features that may be uncovered during construction that can cause changes to the design during construction.

Another aspect the designer should take into consideration is constructability.

-Contractors do not build slopes with a sharp angle point at the slope intercept. There is a rounding effect that occurs. The actual construction limits are extended by this rounding, although this is not shown on the plan this way.

-Slope stakes should not have to be placed on private property.

-Top soil storage, and room for equipment to operate should be given some thought during the design process.

-Rock cut information on plans is not always the same as what is found in the field during construction. Weathered rock, or rock at a different elevation than shown on the plan, can cause problems during construction which require changes to the cross sections.

The ability to maintain the highway after construction should also impact on the determination of R/W limits. Continually zigzagging the R/W creates problems in knowing where the R/W limits are. Tapers become obliterated by the loss of R/W marker posts at angle points. After construction is complete, stationing is not usually readily available in the field. While the Total Station equipment can simplify this task, this equipment is not readily available to Maintenance personnel and others who need to verify R/W locations. Accurate restoration of R/W marker posts becomes difficult without this equipment. With sign control and prevention of encroachments being given high priority by the FHWA, it is imperative to have easily recognizable R/W limits during field surveillance.

Once construction is complete, the District Maintenance Section is responsible for the repair of erosion and drainage problems. This becomes extremely difficult where the slope intercepts are at or near the R/W line. This is especially true on fenced highways. There should be a minimum of 15 feet between the slope intercept and the R/W line to allow equipment operation on the highway R/W when the need arises. This would prevent the disturbance of highway traffic, or the need to obtain approval from the adjacent property owner.

Now, let's examine the reasons for restricting the R/W:

Loss of farmland. When we improve an existing highway adjacent to farmland, there is a loss of productive farmland. However, farmers do not plow their fields or plant crops in a zigzag pattern. They prefer long straight stretches. Therefore, when our R/W is not uniform, we may be taking less farmland, but the actual loss of productive farmland is not significantly less. The farmer is not able to utilize the odd shaped land, and if he/she does, they are probably encroaching on the R/W in order to do so.

Loss of woodland. There is definitely a loss of woodlands. While trees are a renewable resource, it takes many years for the trees to grow to maturity. However, the loss of woodland

habitat is somewhat offset by the gain in habitat suitable for small rodents and predatory birds and animals. Reduced mowing of roadsides has increased wildlife habitat in some areas. An increased interest in the planting of native grasses and wildflowers in suitable areas of the R/W can offset some of the loss of woodland. We are replacing a wooded area with an area that is suitable for other types of animals. (Many environmentalists do not accept this argument, but studies have shown this to be true.) Also, not all trees within the R/W are removed. We no longer clear cut the R/W. Only the vegetation that conflicts with the roadway construction or the clear zone is removed.

Loss of wetland. The effect on wetland is similar to that of the woodland. Not all wetland within the R/W is lost to roadway construction, and some of it is replaced by a different type of wildlife habitat. However, the EPA does not give credit for wetland that remains wetland within the R/W limits. Once we purchase wetland, in the eyes of the EPA, it is no longer wetland.

Loss of residential land. In many cases, the effect is merely the loss of taxes to the local municipality. The area from the slope intercept to the R/W line can still be maintained by the property owner, and is effectively an extension of the lawn. When slopes are relatively flat, the effective lawn extends to the ditch bottom, or the shoulder point.

DOT is constantly being asked to be more responsive to the public. The demand for recreation trails, noise barriers, and landscaping, is increasing. These all require space on the R/W. When designing roadways today, we must acknowledge the possibility of being required to provide these in the future, as well as items we aren't even aware of at this time.

Lastly, providing a wider and more uniform R/W will make it easier to accommodate utilities on the R/W. The utility must remain outside of the clear zone if they stay within the R/W. They may occupy private land by easements, but easements are becoming harder to get. We can blindly say "that is their problem", but it becomes our problem when they hold up construction on a project. We can also force them to move, but when their customers must go without service because DOT forced them off the R/W, we become the villain. Besides, we are both servicing the public, and the bottom line is that the taxpayers and the rate payers are the ones who foot the bill. We must look at what is in the best public interest, rather than become territorial about who has the legal right to occupy the R/W and under what conditions.

The DOT has a policy that the utility must be as close to the R/W line as possible. Every time there is an angle in the R/W there is consequently an angle in the pole line of the utility. An angle point requires guy wires and anchors, which are another potential traffic hazard.

While the days of a uniform R/W width from one end of the project to the other may be over, we can still make an effort to establish a wider and more uniform R/W on our improvement projects.

SUGGESTION: We should strive for a minimum of 10 feet outside of the widest slope intercepts, with streamlining to minimize the angle points in the R/W line.

I would like to mention a few projects that I am aware of where problems were compounded by the narrow R/W. I do not mean to pick on these projects, these are just some that I am aware of.

Attachment 8.2.1: Guidelines for Establishing New Right of Way Limits Memo (Historical)

Newville Bridge -- R/W was too tight to begin with, and then we raised the grade after the project was let.

* Now ditches are on private property
* One property owner wishes he would have been bought out (I have heard this comment on many projects where the designer took great pains to avoid taking the building, only to hear after construction was underway, that the owner would rather have been bought out, especially when they must look at a large fill or retaining wall)
* Could have had a better design had we been willing to spend more money on R/W and relocation costs.

USH 51 north of STH 19

* V-shaped ditches, rather than the preferred 6:1 sloped ditches
* Steep backslopes and inslopes
* Erosion problems

USH 51 - Pierstorff - CTH "CV"

* R/W one foot outside of the clear zone
* We purchased additional R/W through condemnation during construction.

STH 78 - Mount Horeb to Black Earth

* Rock cuts in some areas were not able to hold the steep design slopes. The cross sections in these areas had to be revised during construction. Stone walls replaced the rock cuts where possible, and some slope intercepts are at or outside of the R/W.

FIG9-1.DOC

Attachment 8.2.1: Guidelines for Establishing New Right of Way Limits Memo (Historical)

UTILITY SYMBOLS

UNDERGROUND

COLOR	SYMBOL	UTILITY
ORANGE	TV	CABLE TELEVISION
ORANGE	C	COMMUNICATION
ORANGE	FO	FIBER OPTIC
ORANGE	T	TELEPHONE
RED	E	ELECTRIC
RED	OH	OVERHEAD LINES
YELLOW	(Size) G	GAS
GREEN	(Size) SAN	SANITARY SEWER
GREEN	(Size) SS	STORM SEWER
GREEN	(Size) SSS	COMBINED SEWER
BLUE	(Size) W	WATER

HIGH VOLTAGE CAUTION

COMBUSTIBLE FLUIDS CAUTION

TOPOGRAPHIC

CONTROL BOX

HYDRANT

LIGHT POLE

MANHOLE

POLE

COMMUNICATION TOWER

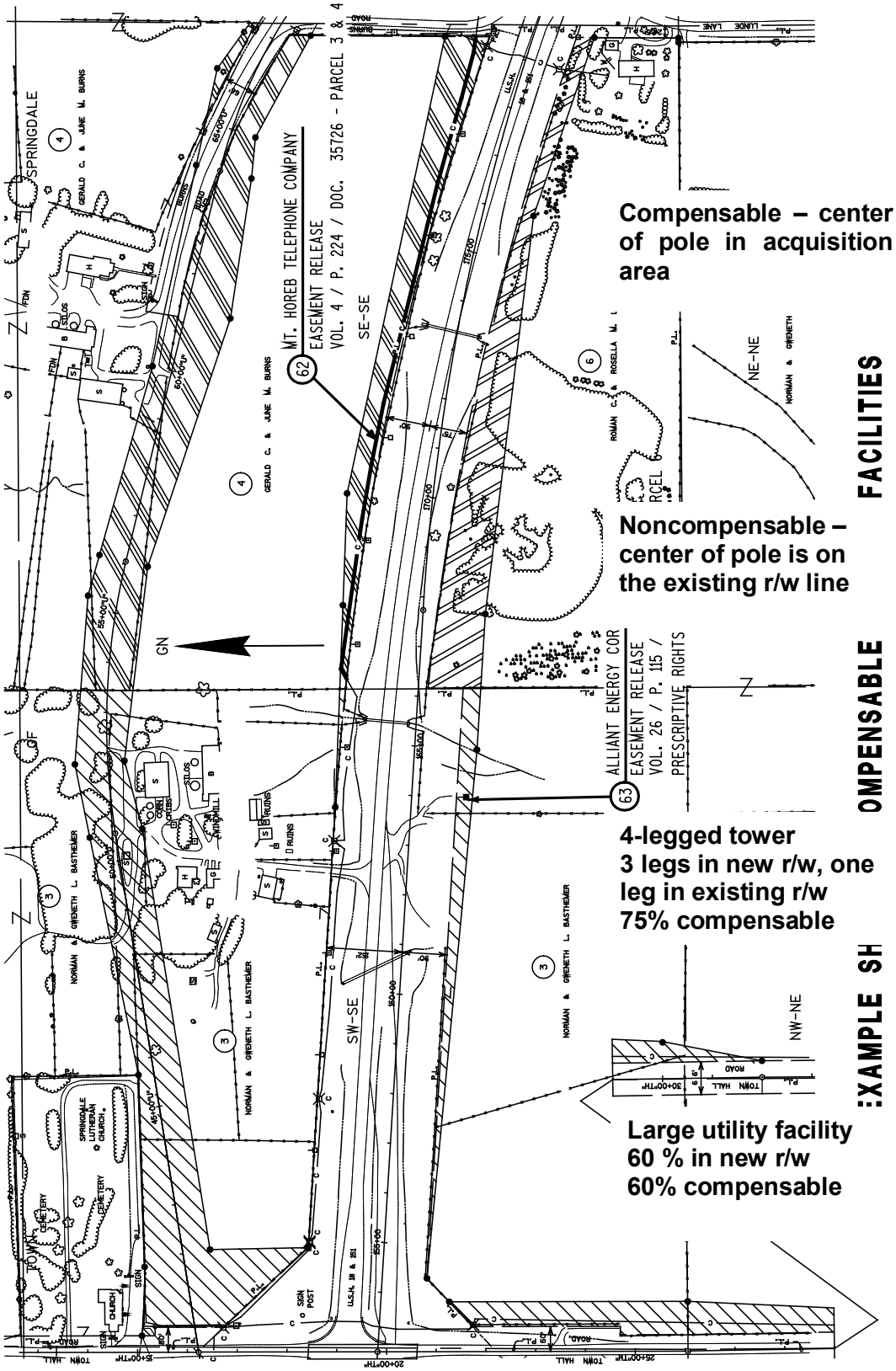
TOWER

VALVE

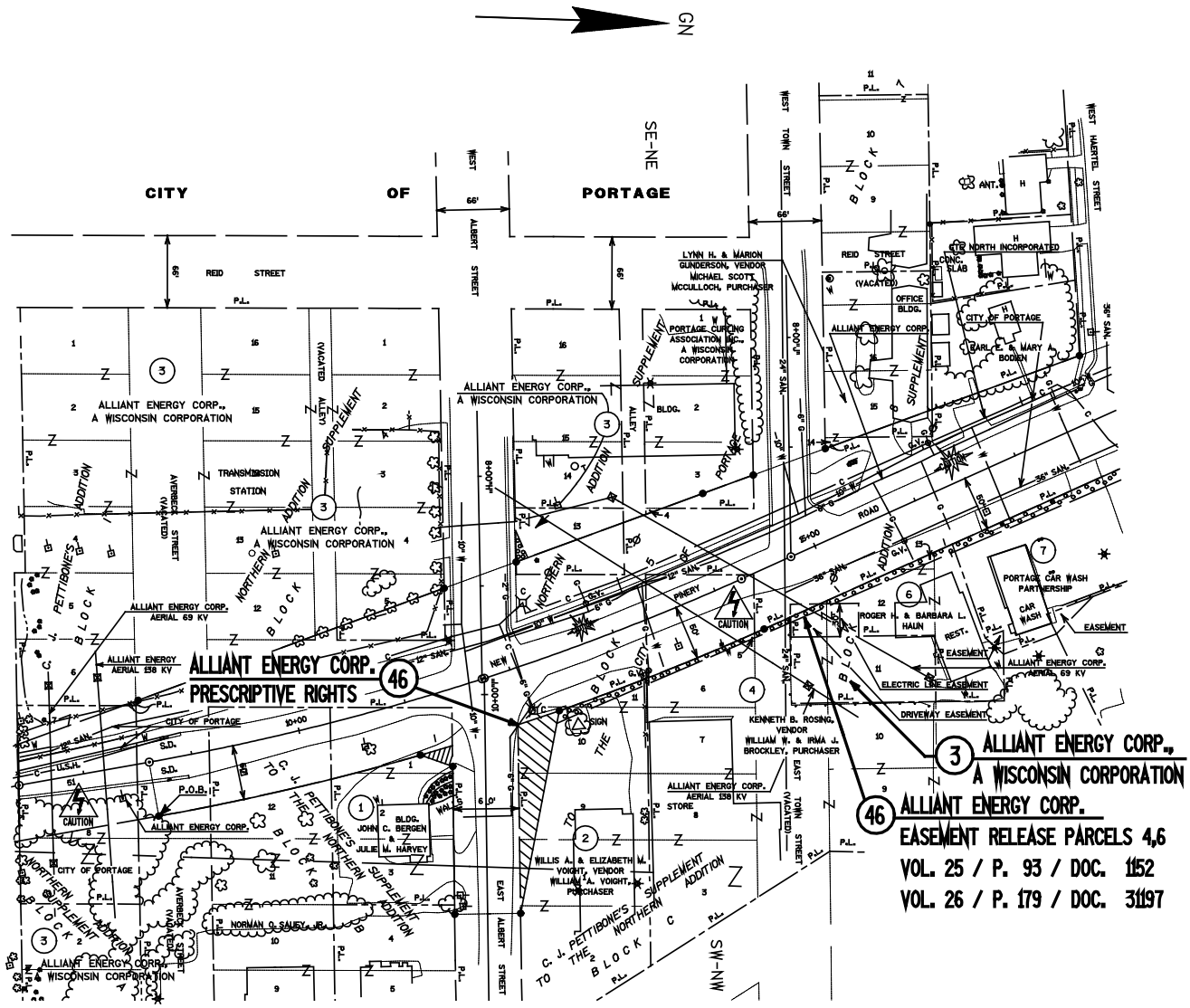
CABLE MARKER

	COMPENSABLE	NON-COMPENSABLE
POWER POLE		
TELEPHONE POLE		
UTILITY PEDESTAL		

Attachment 8.3.1: Utility Symbols

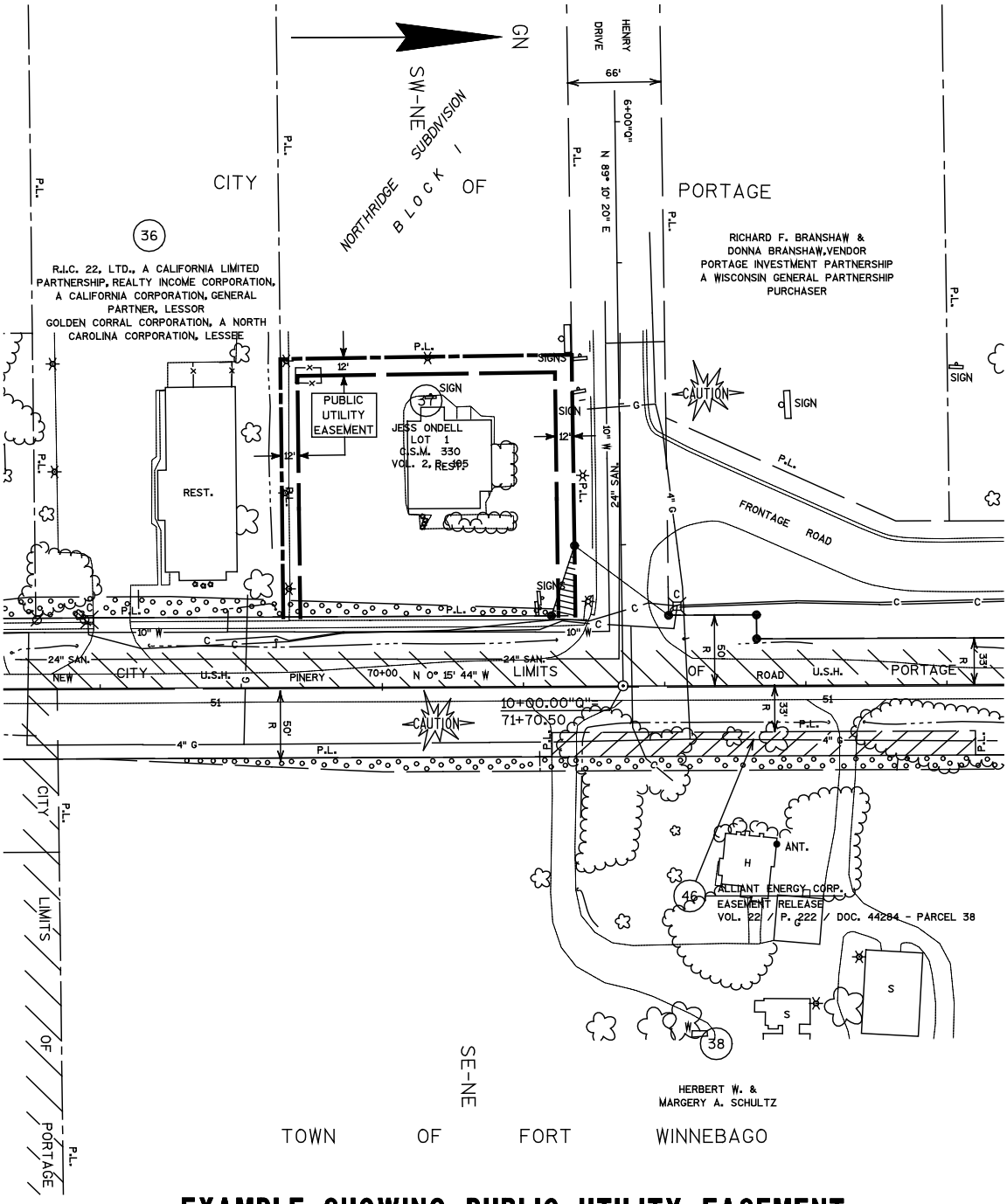


Attachment 8.3.2: Compensable Utility Facilities



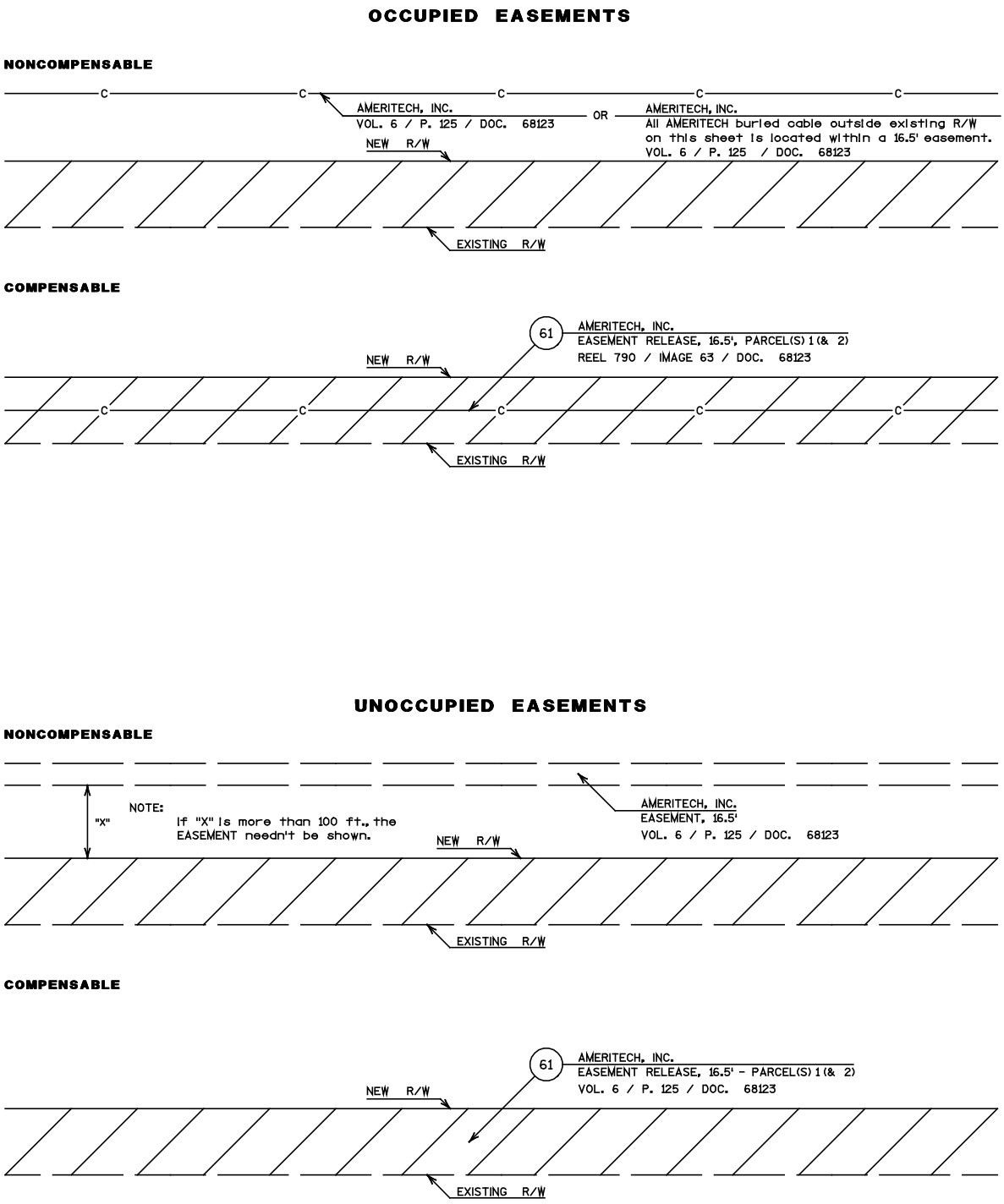
EXAMPLE SHOWING A UTILITY LAND PARCEL (3), AND A FACILITIES PARCEL (46)

Attachment 8.3.3: Utility Land/Facilities Parcel



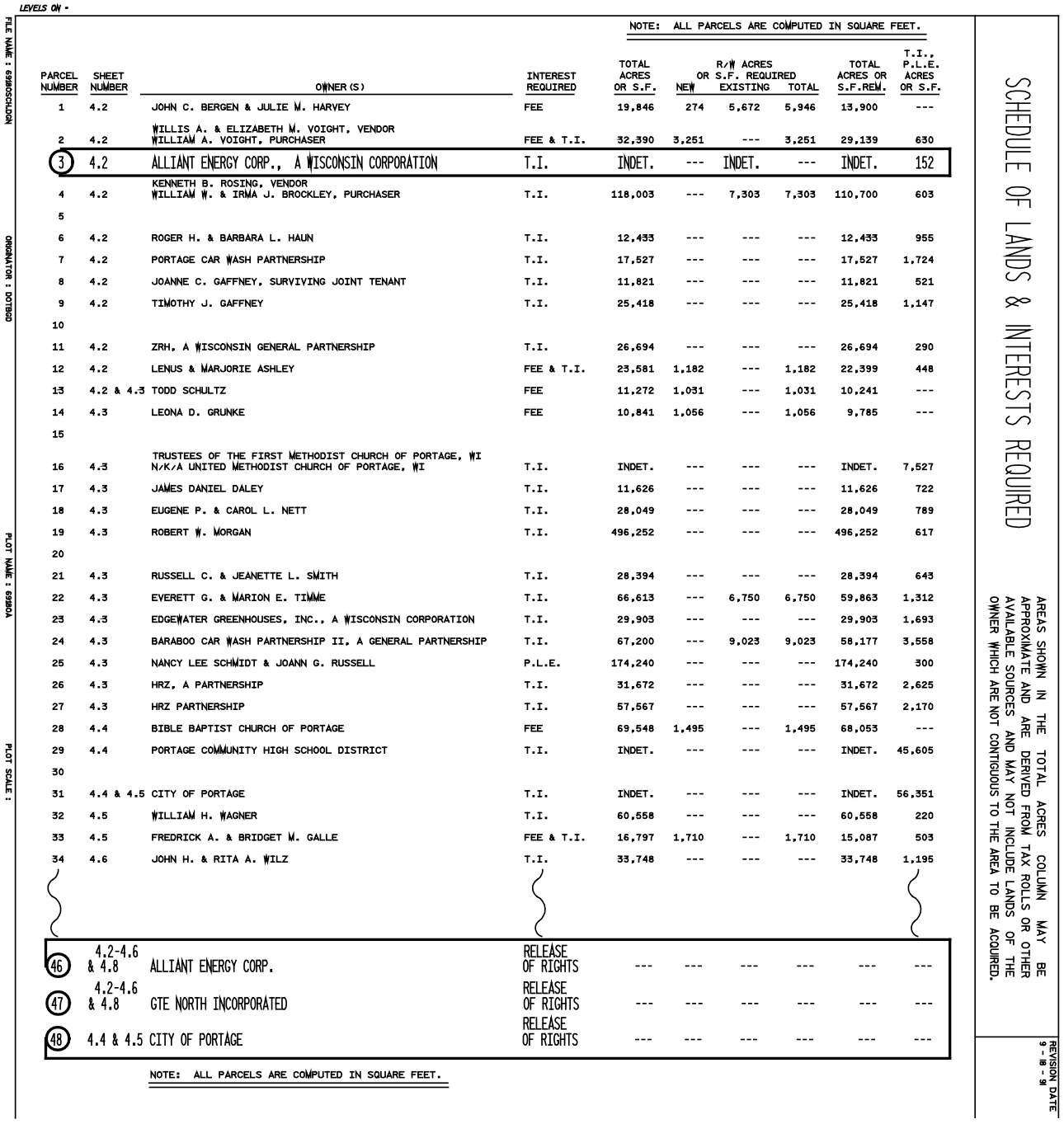
EXAMPLE SHOWING PUBLIC UTILITY EASEMENT

Attachment 8.3.4: Public Utility Easement



EXAMPLE SHOWING NOTATIONS FOR EASEMENTS

Attachment 8.3.5: Notation for Easements



LEVELS ON -

FILE NAME : 6980SCHLDN

ORIGINATOR : DOTBGD

PLOT NAME : 6980A

PLOT SCALE :

NOTE: ALL PARCELS ARE COMPUTED IN SQUARE FEET.

PARCEL NUMBER	SHEET NUMBER	OWNER (S)	INTEREST REQUIRED	TOTAL ACRES OR S.F.	R/W ACRES OR S.F. REQUIRED NEW	EXISTING	TOTAL	TOTAL ACRES OR S.F.REM.	T.I., P.L.E. ACRES OR S.F.
1	4.2	JOHN C. BERGEN & JULIE M. HARVEY	FEE	19,846	274	5,672	5,946	13,900	---
2	4.2	WILLIS A. & ELIZABETH M. VOIGHT, VENDOR WILLIAM A. VOIGHT, PURCHASER	FEE & T.I.	32,390	3,251	---	3,251	29,139	630
(3)	4.2	ALLIANT ENERGY CORP., A WISCONSIN CORPORATION	T.I.	INDET.	---	INDET.	---	INDET.	152
4	4.2	KENNETH B. ROSING, VENDOR WILLIAM W. & IRMA J. BROCKLEY, PURCHASER	T.I.	118,003	---	7,303	7,303	110,700	603
5									
6	4.2	ROGER H. & BARBARA L. HAUN	T.I.	12,433	---	---	---	12,433	955
7	4.2	PORTAGE CAR WASH PARTNERSHIP	T.I.	17,527	---	---	---	17,527	1,724
8	4.2	JOANNE C. GAFFNEY, SURVIVING JOINT TENANT	T.I.	11,821	---	---	---	11,821	521
9	4.2	TIMOTHY J. GAFFNEY	T.I.	25,418	---	---	---	25,418	1,147
10									
11	4.2	ZRH, A WISCONSIN GENERAL PARTNERSHIP	T.I.	26,694	---	---	---	26,694	290
12	4.2	LENUS & MARJORIE ASHLEY	FEE & T.I.	23,581	1,182	---	1,182	22,399	448
13	4.2 & 4.3	TODD SCHULTZ	FEE	11,272	1,031	---	1,031	10,241	---
14	4.3	LEONA D. GRUNKE	FEE	10,841	1,056	---	1,056	9,785	---
15									
16	4.3	TRUSTEES OF THE FIRST METHODIST CHURCH OF PORTAGE, WI N/K/A UNITED METHODIST CHURCH OF PORTAGE, WI	T.I.	INDET.	---	---	---	INDET.	7,527
17	4.3	JAMES DANIEL DALEY	T.I.	11,626	---	---	---	11,626	722
18	4.3	EUGENE P. & CAROL L. NETT	T.I.	28,049	---	---	---	28,049	789
19	4.3	ROBERT W. MORGAN	T.I.	496,252	---	---	---	496,252	617
20									
21	4.3	RUSSELL C. & JEANETTE L. SMITH	T.I.	28,394	---	---	---	28,394	643
22	4.3	EVERETT G. & MARION E. TIMME	T.I.	66,613	---	6,750	6,750	59,863	1,312
23	4.3	EDGEWATER GREENHOUSES, INC., A WISCONSIN CORPORATION	T.I.	29,903	---	---	---	29,903	1,693
24	4.3	BARABOO CAR WASH PARTNERSHIP II, A GENERAL PARTNERSHIP	T.I.	67,200	---	9,023	9,023	58,177	3,558
25	4.3	NANCY LEE SCHMIDT & JOANN G. RUSSELL	P.L.E.	174,240	---	---	---	174,240	300
26	4.3	HRZ, A PARTNERSHIP	T.I.	31,672	---	---	---	31,672	2,625
27	4.3	HRZ PARTNERSHIP	T.I.	57,567	---	---	---	57,567	2,170
28	4.4	BIBLE BAPTIST CHURCH OF PORTAGE	FEE	69,548	1,495	---	1,495	68,053	---
29	4.4	PORTAGE COMMUNITY HIGH SCHOOL DISTRICT	T.I.	INDET.	---	---	---	INDET.	45,605
30									
31	4.4 & 4.5	CITY OF PORTAGE	T.I.	INDET.	---	---	---	INDET.	56,351
32	4.5	WILLIAM H. WAGNER	T.I.	60,558	---	---	---	60,558	220
33	4.5	FREDRICK A. & BRIDGET M. GALLE	FEE & T.I.	16,797	1,710	---	1,710	15,087	503
34	4.6	JOHN H. & RITA A. WILZ	T.I.	33,748	---	---	---	33,748	1,195
(46)	4.2-4.6 & 4.8	ALLIANT ENERGY CORP.	RELEASE OF RIGHTS	---	---	---	---	---	---
(47)	4.2-4.6 & 4.8	GTE NORTH INCORPORATED	RELEASE OF RIGHTS	---	---	---	---	---	---
(48)	4.4 & 4.5	CITY OF PORTAGE	RELEASE OF RIGHTS	---	---	---	---	---	---

NOTE: ALL PARCELS ARE COMPUTED IN SQUARE FEET.

SCHEDULE OF LANDS & INTERESTS REQUIRED

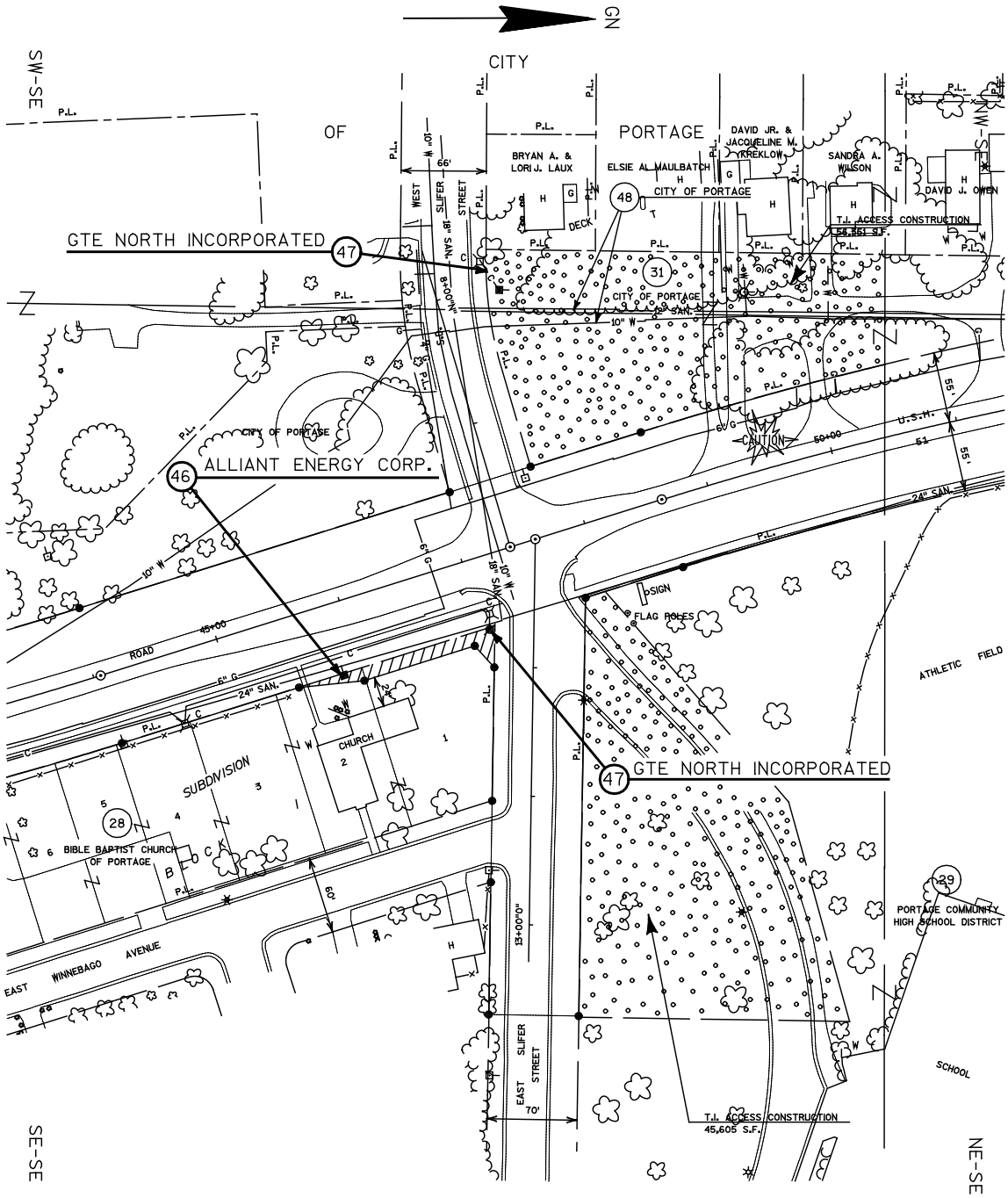
AREAS SHOWN IN THE TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

REVISION DATE 9 - 18 - 98

EXAMPLE OF A UTILITY LAND PARCEL AND A UTILITY FACILITIES PARCEL

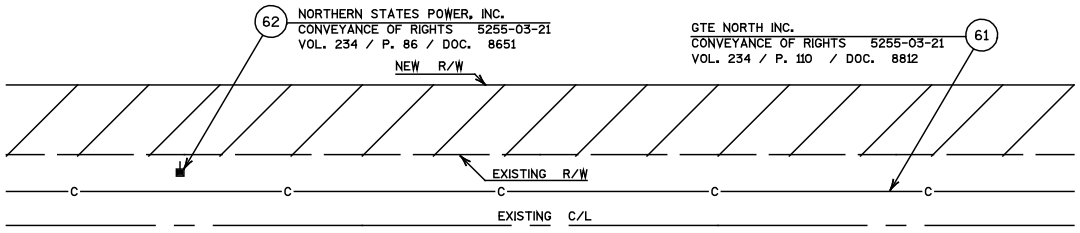
(GRAPHICS ENHANCED FOR CLARITY IN THIS EXAMPLE)

Attachment 8.3.6: Schedule of Interest



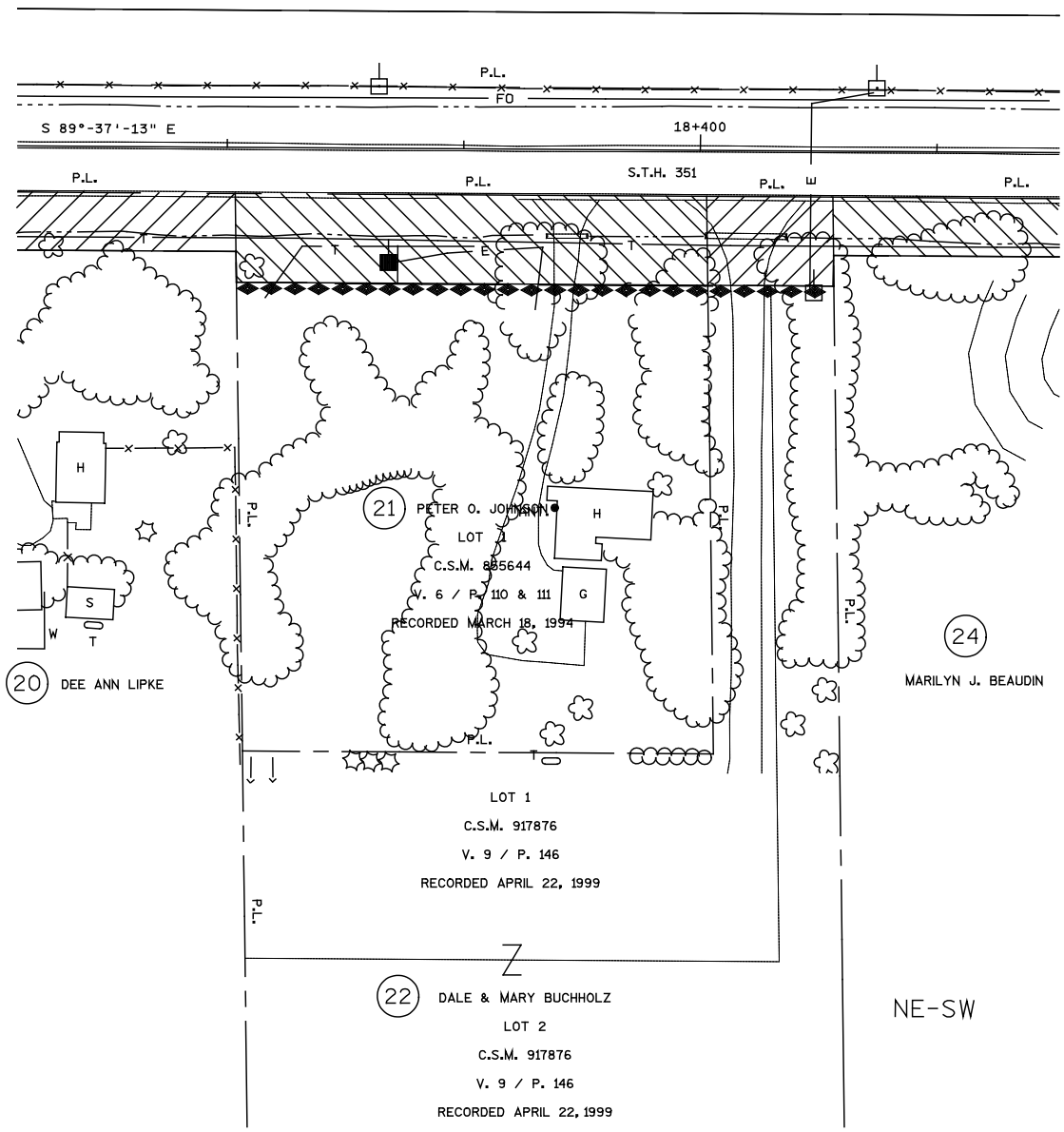
EXAMPLE SHOWING COMPENSABLE UTILITY FACILITIES
(NO RECORDED EASEMENTS)

Attachment 8.3.7: Compensable Utility Facilities



EXAMPLE SHOWING CONVEYANCE OF RIGHTS FROM PREVIOUS PROJECT

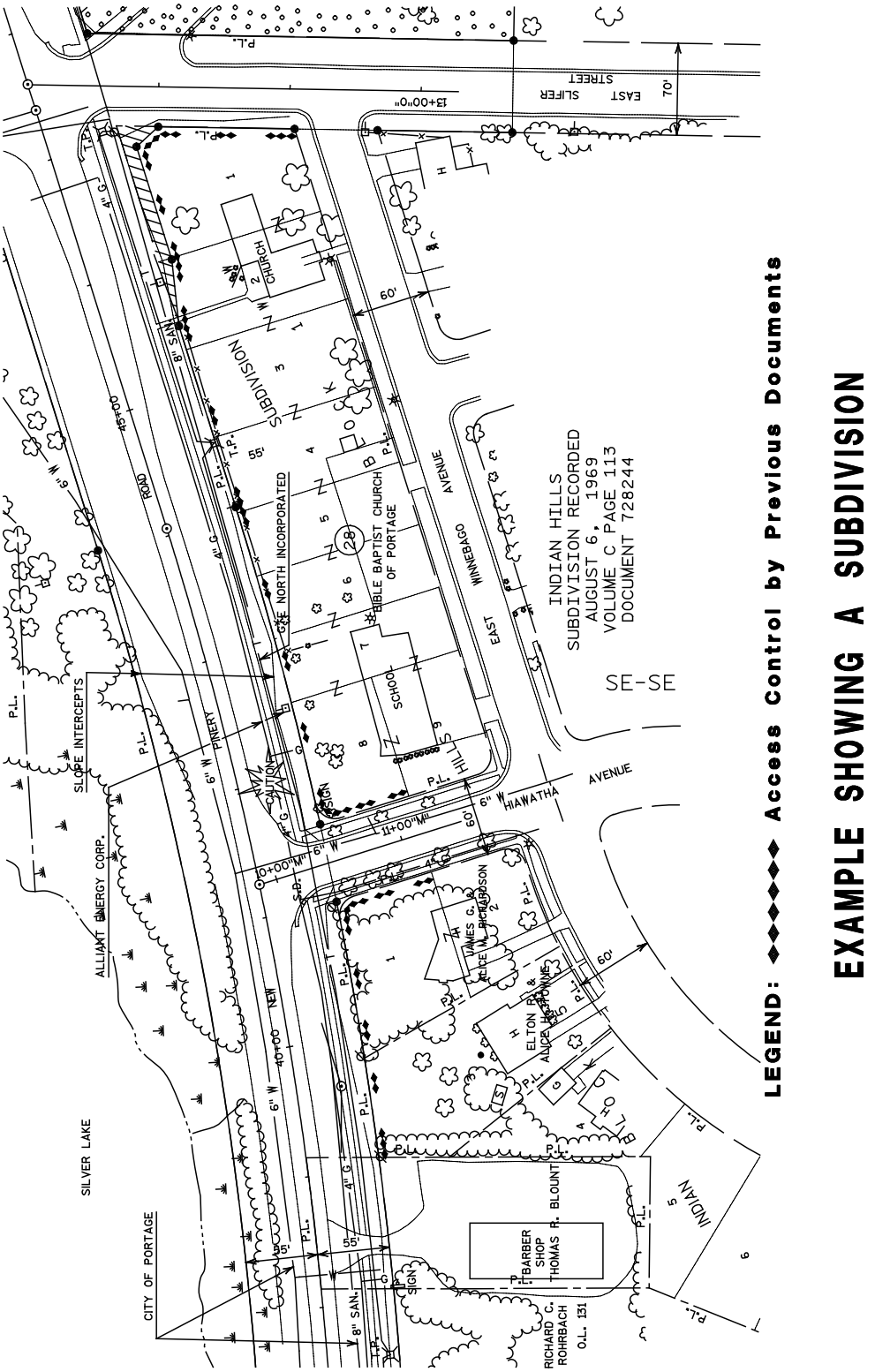
Attachment 8.3.8: Compensable Facility In Right Of Way



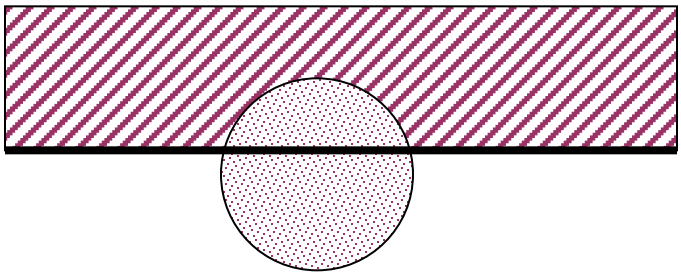
LEGEND: ◆◆◆◆◆◆ Access Control by Previous Documents

EXAMPLE SHOWING A CERTIFIED SURVEY MAP

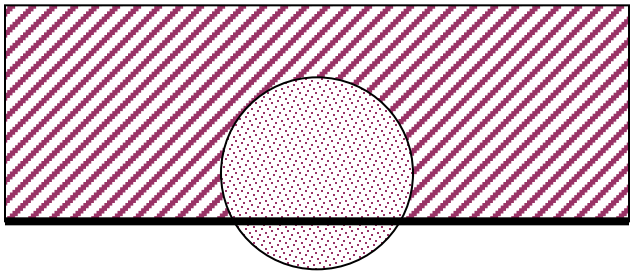
Attachment 8.4.1: Certified Survey Map



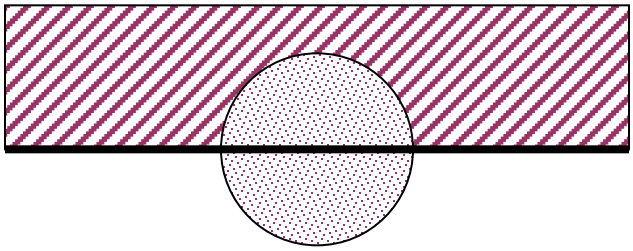
Attachment 8.4.2: Showing a Subdivision



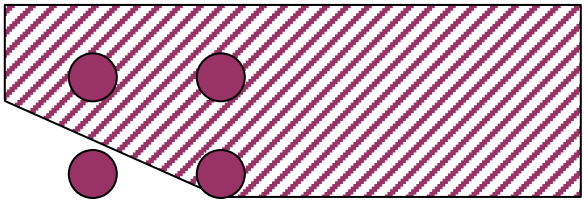
Noncompensable - center of pole inside existing r/w



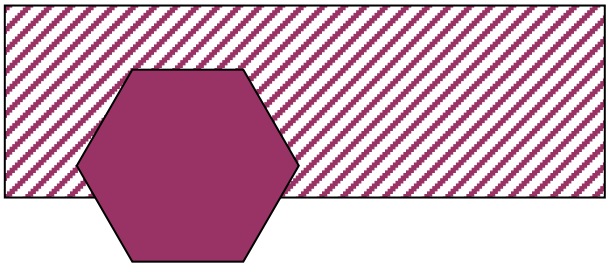
Compensable – center of pole in acquisition area



Noncompensable – center of pole is on the existing r/w line

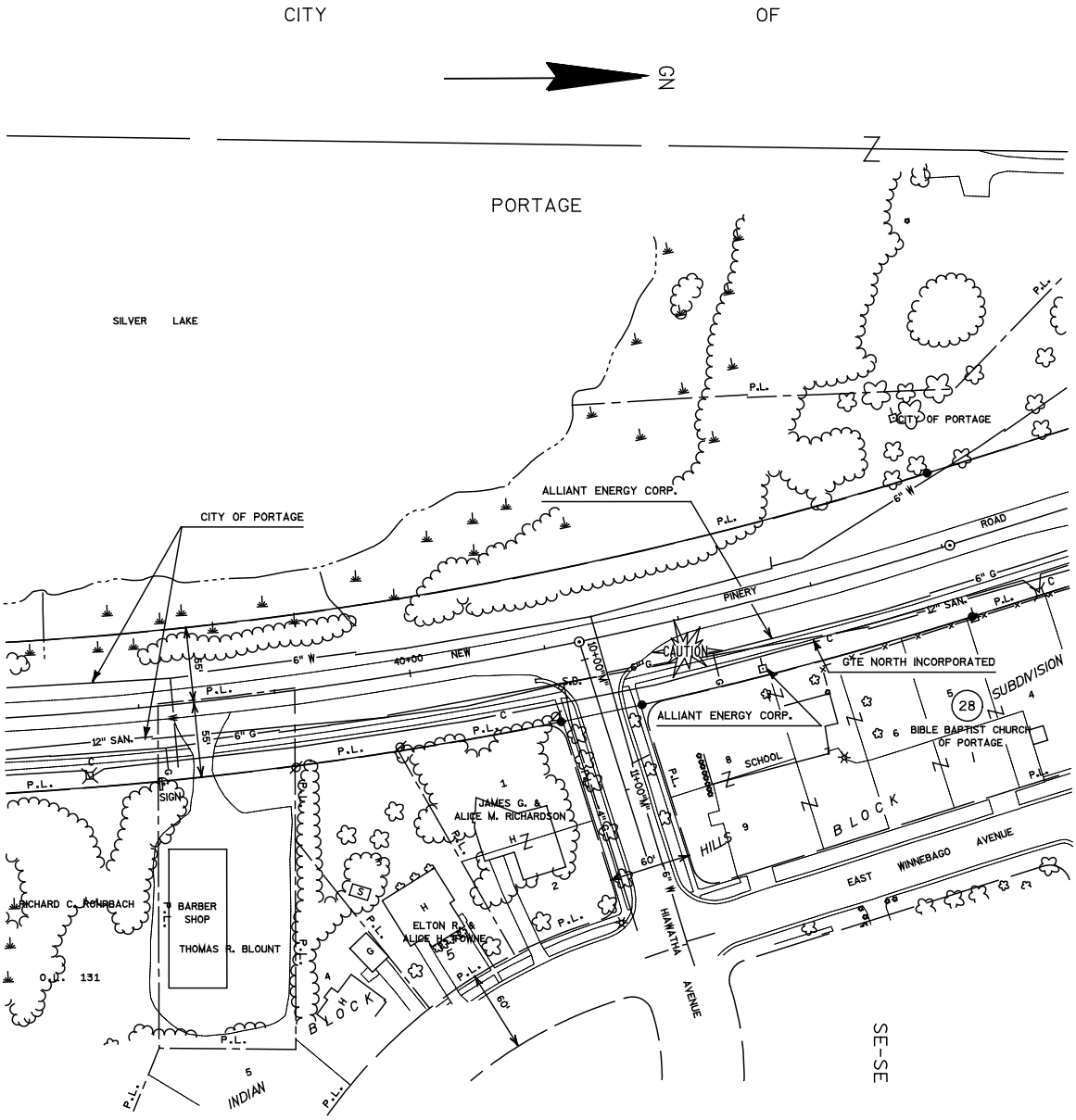


4-legged tower
3 legs in new r/w, one leg in existing r/w
75% compensable



Large utility facility
60 % in new r/w
60% compensable

Attachment 8.5.1: Compensable Utility Facilities



EXAMPLE SHOWING NON-COMPENSABLE UTILITIES

Attachment 8.6.1: Non-Compensable Utilities

SENDING AGREEMENTS PRIOR TO RELOCATION ORDER

Below is a Legal Opinion by Fred Wisner on the ability of WisDOT to send plats, plans and utility agreements to the utility companies prior to the signing of the relocation order or the recording of the Transportation Project Plat. This is reprinted from an email message to Ernest Peterson, dated Thursday, July 27, 2006, 12:00 PM.

You ask to what extent can the Department commit to the reasonable costs to a utility for the compensable work for the relocation of its utility facilities required by a state trunk highway improvement, prior to or independent of filing a transportation project plat.

Short Answer: The Department is authorized by Wis. Adm. Code § Trans 220.05(6) and (7) to approve the reasonable costs of compensable work that is included in the utility's work plan. This approval is not conditioned or depended upon the filing of a transportation project plat.

Wis. Stat. § 84.063 authorizes a process for facilitating the timely relocation of utility facilities within the right of way of a proposed Department highway improvement. Wis. Adm. Code ch. Trans 220 establishes the administrative procedures for implementing Wis. Stat. § 84.063. The rule includes a step-by-step process with timelines for the Department and utilities to follow to achieve a timely relocation of utility facilities, and covers both noncompensable and compensable work. Compensable work is defined in Wis. Adm. Code § Trans 220.03(3) as follows:

> Trans 220.03(3)
> (3) "Compensable work" means utility facility alteration or relocation work for which the department will reimburse the utility facility owner under programs or policies of the department, including s. 84.295 (4m), Stats.

Of relevance here for purposes of this discussion, is Wis. Adm. Code § Trans 220.05(6) and (7). These subsections read as follows:

> Trans 220.05(6)
> (6) For compensable work, in addition to the items specified in sub. (5), the work plan shall include an estimate of cost for utility facilities relocation including appropriate credits for betterments, used life and salvage. An executed conveyance of rights or quitclaim deed to the property occupied by the owner's facilities if one is required by the improvement project may be submitted at this time.
>
> Trans 220.05(7)
> (7) The department shall review the work plan to ensure compatibility with permit requirements, the improvement plans and construction schedule, reasonableness of relocation scheme and reasonableness of cost for compensable work. If the work plan submitted by the owner is not compatible or reasonable, the department shall advise the owner by mail as soon as practicable. If sent through regular mail, the department may include a receipt of mailing form. If a receipt of mailing form is sent, the owner shall complete the form and mail it back to the department within 7 calendar days of receipt. The owner shall submit a revised work plan within 30 calendar days of receipt of advice by the department that the work plan is not compatible or reasonable. The department shall review the revised work plan and if the work plan is still not compatible or reasonable, the work plan revision process shall be repeated. When the work plan is compatible and reasonable, the department shall advise the owner by mail of its approval
> It is clear from the aforesaid two subsections that the Department is authorized to approve the reasonableness and compatibility of a utility's work plan for the relocation of its utility facilities required by a state trunk highway improvement, and that such approval covers the reasonable costs of compensable work included as part of the work plan. Nothing in Wis. Stat § 84.063, nor

in Wis. Adm. Code ch. Trans 220, makes the approval of the work plan conditioned or depended upon the filing of a transportation project plat.

Conclusion

The Department is authorized by Wis. Adm. Code § Trans 220.05(6) and (7) to approve the reasonable costs of compensable work that is included in the utility's work plan. This approval is not conditioned or depended upon the filing of a transportation project plat.

_____

Fred Wisner
Assistant General Counsel
WI Department of Transportation
608.266.7256
fred.wisner@dot.state.wi.us

Attachment 8.9.1: Sending Agreements Prior to Relocation Order

Wis. Stat. s. 84.093 Cooperative acquisition of rights–of–way

(1) The department, acting in the public interest, may contract with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), for the receipt or furnishing of services, or the joint exercise of any power or duty required or authorized by law, relating to the acquisition, development or maintenance of rights–of–way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.

(2) Any contract under this section may provide a plan for administration of the function or project, which may include provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets and formation and letting of contracts.

History: 1997 a. 91; 1999 a. 32 s. 166.

Attachment 8.11.1: s.84.093 Cooperative Acquisition

From: Thiel, Jim
Sent: Wednesday, August 08, 2001 4:42 PM
To: Gruendler, James; Peterson, Ernest
Cc: Bovy, Robert; Larsen, Sheldon; McDonald, Hugh; Polacek, Ronald; Schrader, Gerald; Weber, Edith; Johnson, Liz; CASS, MICHAEL
Subject: Cooperative Acquisition of Right of Way: OGC 98-360

This is in response to four separate, but related legal requests as follows:

- Ernie Peterson's E-Mail of **July 8, 1998** asking questions on behalf of the Cooperative Accquisition Committee;
- OGC 98-360, an official legal services request by Jim Gruendler dated **November 16, 1998**, dealing specifically with cooperative acquisition with Alliant Energy on the Janesville Bypass, STH 11 project;
- Ernie Peterson's/David Kipp's E-Mail of **December 10, 1998**, dealing with cooperative acquistion with WEPCO for the STH 22 project in Shawano County; and,
- Ernie Peteson's E-Mail of **January 21, 1999**, relating to drafting a generic cooperative acquisition agreement. (Copies are attached.)

I will first address the series of questions in Ernie Peterson's E-Mail of July 8, 1998. The statute involved was created as sec. 84.095, Stats., by 1997 Wis. Act 91, but was renumbered as sec. 84.093, Stats., by the Revisor of Statutes pursuant to sec. 13.93 (1) (b), Stats. It went into effect April 28, 1998. It is a permissive or enabling statute. It does not require WISDOT to participate in cooperative acquisitions with certain utilities; it allows WISDOT to do so under certain conditions and limitations. It reads as follows:

> "84.093 Cooperative acquisition of rights-of-way.
>
> (1) The department, **acting in the public interest, may contract** with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), **for** the receipt or furnishing of services, or the **joint exercise of any power or duty required or authorized by law**, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.
>
> (2) Any contract under this section **may** provide a plan for administration of the function or project, which **may** include provisions as to proration of the expenses involved, deposit and disbursement of funds appropriated, submission and approval of budgets and formation and letting of contracts." (Emphasis added.)

For convenience, I will repeat each of Ernie Peterson's questions and provide an answer:

QUESTION 1: "If WISDOT and a utility enter into an agreement, can utility real estate agents purchase easements and if necessary use our "quick-take" condemnation process?"

ANSWER 1: **YES, if the WISDOT/utility agreement is properly and carefully written and the transactions are in the public interest. The key will be the terms of the agreement and the facts of the specific situation/project.**

This is an unintentionally loaded question. Among issues that would need to be sorted out are (1) who are these real estate "agents" acting as "agents" for, WISDOT or the utility or both? (2) who are they requiring the easement for, for what reason, and in whose name is the acquisition? and (3) on whose behalf are they exercising "quick-take" under sec. 32.05, Stats.?

The phrase "utility real estate agent" in every day conversation most likely refers to an employee of the utility whose major work deals with real estate, but it could also be a contractor hired by a utility to do real estate work for the utility.

However, that person or entity could also become an "agent" of WISDOT pursuant to a cooperative acquisition agreement with the utility. The legal meaning of "agent" is significant and carries with it some potential legal

Attachment 8.11.2: Cooperative Acquisition Legal Guidance (Historical Document)

confusion baggage. "The generally accepted rule is that "one who contracts with an independent contractor is not liable to others for the torts of the independent contractor." **Snider v. NSP Co**., 81 Wis. 2d 224, 232, 260 N.W.2d 2d 260, 263 (1977); **Majorowicz v. Allied Mut. Ins. Co**., 212 WIS. 2D 513, 525 (1997). For that reason, among others, state contracts often make it clear and express that the person or entity involved is an "independent contractor." However, the law actually makes it clear that the terms "independent contractor" and "agent" are not mutually exclusive categories. Both can and do act on the behalf of another. An "agent" can be an "independent contractor." And an "independent contractor" may or may not be an "agent." The important distinction for tort liability purposes, protection of governmental immunity statutes, and related laws and even insurance coverage is whether the a person is a "servant" rather than an "independent contractor." For example, if WISDOT engaged a printing company to print some plal sheets and maps and the company's truck driver negligently injured an individual while delivering the maps and plat sheets, neither the company nor the driver would be entitled to state governmental immunity, nor would WISDOT be responsible for the crash. The printing company would be an independent contractor **and** not a servant and wouldn't even be an agent of WISDOT. See **Kettner v. Wausau Ins. Cos**., 191 Wis.2d 723, 736-737 (1995). In general, the conduct of an independent contractor does not expose the government to potential liability for that conduct. A "servant" relationship exists when the contract is one where the dominant factor is the right to control such factors as the place of work, time of employment, method of payment, supplies and equipment, and the right to discharge employees.

What this all means generally is that WISDOT cannot be held responsible for the physical negligence of an independent contractor; but might be responsible for the negligence of an agent over whom it has enough control to make that person or agent a "servant" or the close equivalent of an employee. See Wis J I--Civil 4000, Agency; and Wis J I--Civil 4060, Independent Contractor; see also **Arsand v. City of Franklin**, 83 Wis. 2d 40, 43-44, 264 N.W.2d 579, 581 (1978).

What WISDOT should attempt to accomplish in its Cooperative Acquisition Agreements with any eligible public utility is a convenient way to jointly exercise any power or duty required or authorized by law relating to the acquisition, development or maintenance of rights-of-way to be used jointly by WISDOT and the public utility. This means the agreement needs to establish a sufficient agency relationship to empower a utility to act on WISDOT's behalf or for WISDOT to act on behalf of the utility without crossing the line and making the utility or its employees or subcontractors "servants" of WISDOT.

QUESTION 2: "If so [If utility real estate agents can purchase easements and if necessary use our "quick-take" condemnation process.], whose name would the easement have to be in? Can the easement be in the utility's name, or does it have to be an easement in WISDOT's name?"

ANSWER 2: In WISDOT's name if the easement is acquired by "quick take" under sec. 32.05, Stats. Otherwise, if acquired by purchase, it could be in either WISDOT or the utility name depending on the specific situation.

(1) The department, **acting in the public interest, may contract** with a public utility, as defined in s. 196.01 (5), or with a rural electric cooperative association, as described in s. 32.02 (10), **for** the receipt or furnishing of services, or the **joint exercise of any power or duty required or authorized by law**, relating to the acquisition, development or maintenance of rights-of-way to be used jointly by the department and a public utility or rural electric cooperative association. If parties to a contract under this section have varying powers or duties under the law, each may act under the contract to the extent of its lawful powers and duties. This section shall be interpreted liberally in favor of cooperative action between the department and a public utility or rural electric cooperative association.

An "agent" in a legal sense is a person who acts in your name. The agent is your representative and acts for, in the place of, and instead of, you. A consequence of the relationship that **whatever an agent does in the lawful prosecution of the transaction entrusted to the agent is your act.** Another characteristic of the agency relationship is that the agent has the power to bring about or alter business and legal relationships between you and third persons. Agents and independent contractors are not mutually exclusive categories; both can and do act on your behalf. The critical distinction is the degree of control you exercise. An independent contractor is one that contracts with another to do something, but is not controlled by the other nor subject to the other's right to ontrol with respect to physical conduct in the performance of the undertaking. What this means generally is that you cannot be held responsible for the physical negligence of an independent contractor; you might be responsible for the negligence of an agent over whom you have enough control to make that person the close equivalent of an

employee or servant. See Wis J I--Civil 4000, Agency; and Wis J I--Civil 4060, Independent Contractor; see also **Arsand v. City of Franklin**, 83 Wis. 2d 40, 43-44, 264 N.W.2d 579, 581 (1978).

The WISDOT/utility agreement should state the utility is acting as an independent contractor on behalf of WISDOT, and pursuant to that contract the utility may purchase easements and use our "quick-take" condemnation process for the benefit of WISDOT. In this situation, the utility will be acting in the same manner as an outside consultant who has been contracted to act on our behalf.

Attachment 8.11.2: Cooperative Acquisition Legal Guidance (Historical Document)

18.1 General

It is sometimes unclear which utility coordination tasks are to be done by the consultant, and which tasks will be handled by the Region. A utility coordination task list has been developed to help clarify who is responsible for each activity. It is recommended that this task list be used when scoping and negotiating a consultant design contract. See Attachment 18.1.1 and 18.1.2. For Local Program projects, those that are not on the STH system, see the utility coordination task list in Attachment 17.1.1

The task list can be tailored for each project. It is anticipated that the responsibility for some of the tasks will vary depending on the size and complexity of the project and the region workload.

A cover memo titled “Utility Coordination,” see Attachment 18.1.3, can be used in conjunction with the task list. This memo gives a brief overview of the utility coordination process. Both the cover memo and the task list can be used as exhibits or attachments to the Consultant Design Contract. They should at least be used during the discussions regarding the scope of the contract.

Consultants are required to follow the utility coordination practices and guidance as described in the “WisDOT Guide to Utility Coordination” for all State Highway projects and for local projects that are let through WisDOT. Consultants are encouraged to use the “WisDOT Guide to Utility Coordination” as a reference for utility coordination on all locally let highway improvement projects. The concepts of good utility coordination are important to the success of any construction project. In most cases the words “designer” or “construction project manager” may apply to WisDOT staff and/or consultant staff.

Consultants must keep copies of what was sent to utility companies as part of the Trans 220 Project Plan Transmittal (DT1078).

STH UTILITY COORDINATION TASK LIST

Project Description – Include Design Project ID, Title, Subtitle, Highway, County			
Construction ID's			
Date		DOT Project Manager	Telephone number
Consultant Name	Contact	Telephone number	Email address

Note: All Utility Coordination shall be done in accordance with the "WisDOT Guide to Utility Coordination" unless otherwise noted.

☐ **Region will provide list of known utilities in the project area. Consultant is responsible for verifying this list with a call to Diggers Hotline and inquiries to local units of government**.

☐ Send Form DT1077 with cover letter and exhibits to all utility companies with a potential for facilities in the project area. Send copy to the Region Utility Coordinator. {Ch. Trans. 220.04 Wis. Adm. Code, FDM Procedure 18-10-10}

☐ Field locate utility facilities in project area. {FDM Procedure 18-10-15}
- ☐ Remove manhole covers and determine flow line elevations and pipe sizes.
- ☐ Expose existing utility facilities and obtain elevations (pothole) at the following locations **____.** **Note: This will have to be coordinated with the utility.**

☐ Obtain system maps from the utilities. Compare the system maps with the highway plan information to assure that all utility facilities are shown properly. {Ch. Trans. 220.05(1) Wis. Adm. Code}

☐ Show existing utility facilities on plat, plans, and cross sections. {FDM Procedure 18-10-25}

☐ Identify potential utility conflicts and report them to the utility and to the Region Utility Coordinator.

☐ Invite utilities to Operational Planning Meeting. {FDM Procedure 18-10-10}

☐ Invite utilities to all Public Information Meetings.

☐ Hold _____ utility coordination meetings on the project. These meetings will be held at the _____ and _____ stage of the project. {Ch. Trans. 220.05(4) Wis. Adm. Code, FDM Procedure 18-10-35}

☐ Provide a _____ size copy of the draft plat to the Region Utility Coordinator for approval after all existing information, including utilities, has been added.

☐ Provide a _____ size copy of the final plat to the Region Utility Coordinator for review prior to plat approval.

☐ Draft utility release of rights documents. (Conveyance of Rights in Land, Quitclaim Deed, or Temporary Construction Easement forms).

☐ **Region/consultant/local unit of government (select one) will record signed release of rights documents.**

- ☐ Send Form DT1078 with cover letter, plans and related exhibits to the utility company. Send copies of the plan, forms and letters to Region Utility Coordinator. {Ch. Trans. 220.05 Wis. Adm. Code, FDM Procedures 18-10-30 and 18-10-45}

- ☐ **Region/local unit of government will send notice of reimbursable work.**

- ☐ Review utility work plans; send them to Region with recommendations for corrective actions if required.

- ☐ Send Work Plan Approval and/or Start Work Notices to utility companies.

- ☐ Send copies of all correspondence with utilities to the Region Utility Coordinator.

- ☐ **Region/local unit of government will approve utility work plans after receiving them from the consultant.**

- ☐ Write "utility" section of the special provisions and revise as needed based upon information provided by the utilities and/or Region Utility Coordinator.

- ☐ Prepare the Utility Status Report (Form DT1080) as part of the PS&E submittal package. {FDM Procedure 18-10-40}

- ☐ Provide right of way staking for utilities as needed. Right of way staking need only be done in the areas requested by the utility, not the entire project. Assume this will be done _____ times.

- ☐ **Region/local unit of government will negotiate utility agreements.**

- ☐ Provide _____ size plans and plats; _____ size cross sections, in paper or electronic format (.dgn files) to all utilities. Assume _____ utilities will need copies.

- ☐ Provide revised plan sheets with changes from previous plans indicated, as required. {Ch. Trans. 220.05(12) Wis. Adm. Code, FDM Procedure 18-10-45}

- ☐ Maintain Trans. 220 Log (Form DT1079), and provide copies to the Region Utility Coordinator as part of the PS&E submittal to the region. {FDM Procedure 18-1-15}

- ☐ Review utility permits for compatibility with highway project design and recommend corrective action if necessary.

- ☐ **Region/local unit of government will approve utility permits.**

- ☐ Send a final (reduced size) plan set and copy of the "Utility" portion of the Special Provisions to each utility with facilities in the project area just prior to or soon after the final PS&E submittal to the Region.

- ☐ Follow-up on status of utility relocations between PS&E submittal and the Preconstruction meeting.

- ☐ Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.

- ☐ Attend preconstruction meeting to discuss current status of utility relocations.

CUSTOMIZED UTILITY COORDINATION TASK LIST

[This task list is to be filled out by the region utility coordinator, region project manager and, when a project is being assigned to a consultant firm, the design consultant.]

Project Description – Include Design Project ID, Title, Subtitle, Highway, County			
Construction ID's			
Date		DOT Project Manager	Telephone number
Consultant Name	Contact	Telephone number	Email address

Note: All Utility Coordination shall be done in accordance with the "WisDOT Guide to Utility Coordination" unless otherwise noted.

	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
1	Provide Concept Definition Report (CDR) and copies of any subsequent revisions.					
2	Provide list of known utilities in the project area (UIN).					
3	Verify according to Ch. Trans. 220.04(1) Wis. Adm. Code the list created in #2. *FDM Procedure 18-10-10*					
4	Participate in project scoping meeting.					
5	Send Form DT1077 project notification with cover letter and exhibits to utilities with a potential for facilities in the project area. *Ch. Trans. 220.04 Wis. Adm. Code; FDM Procedure 18-10-10*					
6	Invite utilities to Operation Planning Meeting. *FDM Procedure 18-10-10*					
7	Maintain Trans. 220 Log, Form DT1079. *FDM Procedure 18-1-15*					
8	Obtain system maps from the utilities. If handled by consultant, provide copies to the region utility coordinator on projects with new right of way. *FDM Procedure* Compare the system maps with the highway plan information to confirm that all utility facilities are shown properly. *Ch. Trans. 220.05(1) Wis. Adm. Code FDM Procedure 18-10-10*					
9	Field locate utility facilities in project area. *FDM Procedure 18-10-15* _____ Remove manhole covers. Determine flow line elevations and pipe sizes. _____ Expose existing utility facilities and obtain elevations (pothole) at the following locations: _____ NOTE: This will have to be coordinated with the facility owners.					
10	Provide 30% plan to region utility coordinator for review prior to 30% Plan Review Meeting.					
11	Show existing utility facilities on plat, plans and cross-sections [i.e., plot the horizontal locations of all buried and above ground utility facilities on mainline and side road cross sections for the region utility coordinator and the utilities].					
12	Invite utilities to all Public Information Meetings.					
13	Monthly: Send copies of all correspondence with utilities, and utility-related documents/logs to the region utility coordinator.					

	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
14	Provide a full size draft plat to the region utility coordinator for review after all existing information, including compensable and non-compensable utility facilities and easements, has been added.					
15	Provide a full size final plat to the region utility coordinator for review, including compensable and non-compensable utilities, prior to plat approval.					
16	Provide a copy of the DSR to region utility coordinator					
17	Provide 60% plan and profile and cross-sections to region utility coordinator for review prior to 60% Plan Review Meeting.					
18	Identify potential utility conflicts. If done by consultant, provide copy to region utility coordinator. *FDM Procedure 18-10-20*					
19	Hold utility coordination meeting before DT1078 packages are mailed to utility companies.					
20	**NO PLAT:** Send Form DT1078, Project Plan Transmittal with plans and related exhibits. Include cover letter, conflict list, and Form DT2236, Utility Worksheet. *Ch. Trans. 220.05 Wis. Adm. Code; FDM Procedure 18-10-30*					
21	**PLAT:** Send Form DT1078, Project Plan Transmittal with plat, plans and related exhibits. Include cover letter, conflict list, and Form DT2236, Utility Worksheet, utility agreement forms, and release of rights. *FDM Procedure 18-10-30 and 18-15-15*					
22	Provide to the region utility coordinator _____ sets of _____ size plans, _____ size plats, and _____ size cross-sections which are all complete enough for use by utility companies in evaluating potential conflicts and developing a relocation design. Depending on utility preference, these can be in paper or electronic format (.dgn files). *See related memos: Figure 1-7 and Figure 10-9.*					
23	Draft & record releases of rights (Conveyance/Quit Claim/Temporary Construction Easement).					
24	Provide revised plan sheets with changes from previous plans indicated, as required. *Ch. Trans. 220.05(12) Wis. Adm. Code; FDM Procedure 18-10-45*					
25	Provide information of hazardous material sites to utilities and region utility coordinator. With this information clearly state what hazardous material has been found, where it has been located, other potential sites, who will be responsible for the removal, handling of the removal, storage of material that has been removed, & the cost associated with any and all dealing of the hazardous material on this WisDOT highway project.					
26	Provide information of environmental conditions, as it is associated with this project, to utilities and region utility coordinator. This includes wetlands, bedrock, historical and archaeological sites, endangered species, underground storage tanks, etc.					

	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
27	Provide monthly updates to the region utility coordinator regarding progress on any land acquisition necessary, as it is associated with this project. Include with updates the status of any information on site clearance of parcels or razing contracts.					
28	Hold a utility coordination meeting after the 1078 packages have been mailed to involved utility companies, but before work plans are due back. *Ch. Trans. 220.05(4) Wis. Adm. Code; FDM Procedure 18-10-35 and 18-20-5*					
29	Review utility work plans as they are received. Recommend corrective action if necessary. *FDM Procedure 18-10-35*					
30	Review utility estimates for reimbursement as they are received. Negotiate compensable utility agreements. (Return receipt mail may be used if necessary) *FDM Procedure 18-15-20 and 18-20-1*					
31	Send notice to utilities of having received their work plan, cost estimate, release of rights, waiver letter, etc. An email notice is acceptable. (CC: the Region Utility Unit.)					
32	Identify and resolve (or recommend resolution for) any conflicts among the various utility work plans. *Ch. Trans. 220.05(4)Wis. Adm. Code*					
33	Send utility cost estimates and agreements to Central Office for approval.					
34	Approve utility work plans. (CC: the Region Utility Unit.) *FDM Procedure 18-10-35; Ch. Trans. 220.05(7) and (9) Wis. Adm. Code*					
35	Send Work Plan Approval and Start Work Notices to utility companies. *Ch. Trans. 220.05(7) and (9) Wis. Adm. Code*					
36	Provide 90% plan and profile and cross-sections to region utility coordinator for review prior to 90% Plan Review Meeting.					
37	Review DT1553, utility permits, for compatibility with highway project design. Recommend corrective action if necessary.					
38	Approve DT1553 utility permits.					
39	Conduct field meetings with all utilities.					
40	Write the utility section of the highway contract special provisions, based upon work plans provided by the utility owners and/or the region utility coordinator. Use when appropriate: “These plans show utility facilities existing at the time of the original survey in of . Facilities installed after this are addressed in the specials.”					
41	Review the utility section of the highway contract special provisions.					
42	Update utility contacts for General Notes sheet on final plan based upon contact information provided by utilities from work plans.					
43	Prepare Form DT1080, Utility Status Report (USR), as part of the PS&E submittal package. *FDM Procedure 18-10-40*					

	TASK	PDS	UTIL. UNIT	CONS.	DATE DUE	DATE COMP.
44	Provide right of way staking for utilities as needed. Right of way staking is needed only in the areas where utility facilities will be placed, not the entire project. Estimate this will be needed _____ times.					
45	Send a final, reduced size plan set and copy of the utility portion of the highway contract special provisions to each utility with facilities in the project area just prior to or soon after the final PS&E submittal to the region. *FDM Procedure 18-10-45*					
46	Hold a utility coordination meeting after all work plans have been approved but before utility relocations begin. *Ch. Trans. 220.05(4) Wis. Adm. Code; FDM Procedure 18-10-35 and 18-10-45*					
47	Follow-up on status of utility relocations between PS&E submittal and the preconstruction meeting.					
48	Conduct Pre-Bid Utility Meeting for potential bidders to discuss utility relocations and utility coordination during construction.					
49	Attend the Pre-construction meeting and answer any questions regarding the utility coordination efforts.					
50	Process utility agreement change orders.					
51	Process utility second moves.					
52	Process utility billings.					

UTILITY COORDINATION

Very likely there will be many public and private utilities on your project. While some utilities are visible in the pavement or adjacent to the road, there may be a lot more located beneath the surface. It is imperative that the location of these facilities be accurately determined to aide in defining the areas of conflict with proposed highway improvements. Most utilities are members of Diggers Hotline and will locate their facilities upon request. Some municipal facilities and privately owned utility facilities may not be associated with Diggers Hotline and therefore extra effort may be required to locate the name(s) of the owner(s) to have the facilities marked.

Designers of State Trunk Highway projects are now required to coordinate utility work according to Wisconsin Administrative Code Chapter Trans 220. This rule sets forth specific guidelines that must be followed by the Highway Agency, the Utility Company and the Highway Contractor. Failure to comply with these provisions could make the responsible party liable for damages cited in litigation.

Several types of documents are important to utility coordination. These include: Title Searches, Release of Rights Documents, Utility Agreements and Utility Special Provisions. The task list (attached) is designed to set forth the responsible party to handle the preparation and coordination required of each of these documents.

When a utility has a land interest (easement) within the area being acquired for a highway, the relocation or adjustment of facilities within this area is considered to be eligible for reimbursement of relocation costs.

The acquisition of utility parcels is often the responsibility of the Region Utility Unit, but may be handled by the local unit of government. When State or Federal Funds are used to pay the cost for utility relocation the Region Utility Unit **must** approve all utility agreements negotiated by consultant or contract forces.

The responsibility for the preparation of the Utility Special Provisions should be addressed in the early stages of the project. If Consultant forces will be responsible for this operation the process should be addressed in detail. Typically one or more utility coordination meetings are required in addition to the Utility's Work Plan to ensure the language in the special provisions properly portrays the situation the contractor will encounter when work starts.

In short, we cannot over emphasize the importance of effective timing in the coordination of a project. The communication between the Designer, Utilities and the Utility Unit is of the utmost importance.

The following TASK LIST will aide you in setting forth the responsibilities to make your project go more smoothly.

19.1 Prior to the Meeting

There is a time gap between the last design contact with a utility and the beginning of highway construction. During this time gap, there are usually several utility relocations taking place. The utility coordinator should monitor whether the planned relocations actually take place. In some regions the utility coordinator is responsible for monitoring this gap, in other regions it is the construction project manager assigned to the project. Another possibility is to have someone that is on construction projects during the summer months make these contacts during the winter months. This would be a good use of the person's construction expertise, as there are often construction-related questions from the utility companies.

The utilities should be contacted prior to the preconstruction meeting and determine the status of the utility relocations. This contact often serves as a good reminder to the utility that they need to get the relocations done. Often, because of changes to our program, the utility has forgotten about the project. The earlier the contact is made, the more likely it is that relocations will be done prior to construction.

The WisDOT Construction and Materials Manual Procedure 2-56 states, "In the interest of expediting the work, the engineer will make early contact with local officials of utility companies who have not started required adjustments of their facilities and advise them of the date the contractor intends to start construction operations, stressing the need for early completion of necessary alterations."

If the utility is contacted just prior to the preconstruction meeting, the contact can serve to inform them of the time and date of the preconstruction meeting. Utilities should be invited to attend the preconstruction meeting. (Construction and Materials Manual Procedure 2-56) If coordination between the utility and the highway contractor is needed during construction, the importance of the utility attending the preconstruction meeting should be stressed. A written invitation is best, because it provides a permanent record that the utility was invited. A sample invitation to a preconstruction meeting is shown in Attachment 19.1.1. Sending the invitation at least two weeks prior to the meeting is recommended.

There are times when the highway contractor does not provide sufficient time between setting the preconstruction meeting and holding the meeting. A telephone call to the utility will help assure that someone from the utility is able to attend. We must remember that their schedules are busy with other work that they must do, and they cannot always attend meetings scheduled at the last minute. The more advance warning we give them about a meeting, the more likely it is that they will attend. The meeting will be more productive if they do attend. Respecting the time constraints of others is good business.

The person responsible for utility coordination during the design phase should also be invited to the preconstruction meeting. They are privy to information regarding the coordination that took place during the design stage, and may be able to assist in resolving any problems that arise.

The WisDOT Construction and Materials Manual Procedure 2-56 states, "Utility companies should be invited to attend the preconstruction conference. On projects with complex or extensive utility improvement, it is advisable to schedule a meeting of all affected utilities prior to the preconstruction conference to discuss schedules and coordinate efforts." This works well for large urban projects or complex projects.

Also, please note that the Construction and Materials Manual Procedure 2-56 states "The region survey crew should stake the right of way, and other lines needed by the utilities in their work, as soon as possible in the progress of the project."

19.2 Trans 220 Projects

Ch. Trans 220 Wis. Adm. Code allows the WisDOT to call a utility coordination meeting where attendance is mandatory by the utilities. Ch. Trans 220.05(4) Wis. Adm. Code states "Upon owner request or its own initiative, when the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work."

If there is utility work to be done during highway construction operations, WisDOT can require those utilities to attend the pre-construction meeting to discuss the coordination that will occur during construction.

If you intend to require utility attendance at the meeting, you should state that in the preconstruction meeting invitation letter. Be sure to quote Ch. Trans 220.05(4) Wis. Adm. Code in the invitation letter so that they know their attendance is mandatory. See sample letter in Attachment 19.2.1. As mentioned above, you must provide sufficient notice to the utility so that they can arrange to have someone attend the meeting. Also, please note that only utilities that have work that must be coordinated during construction can be required to attend the meeting.

19.3 At the Meeting

Early on in the preconstruction meeting the utilities portion of the special provisions should be discussed. Read or summarize the specials for each utility company. Ask the utility company representative to clarify anything that is unclear, and to verify that work has been done as planned. If a large exhibit of the project is available for the meeting, have the utility representative point out on the drawing what work remains to be done. This will help eliminate any uncertainty or misunderstanding.

If work has not been done as stated in the special provisions, find out when the work will be done, and determine if that will coincide with the contractors plan of operation. If the proposal is not acceptable, have the utility and contractor discuss until they come to a mutually agreeable solution.

If coordination is required during construction, for example, if the gas main will be lowered after the pavement has been removed, discuss the timing and who the contacts for the utility and the contractor will be. Make sure everyone is clear on what communication has to take place to have the work go smoothly.

It is a good idea to have a weekly or bi-weekly utility-contractor meeting during the early stages of the project, especially on urban projects or large grading projects. Establish the schedule and location for these meetings at the Preconstruction Meeting.

Make sure that every utility company provides a contact person's name and telephone number; it may have changed from what is provided in the plan. If the utility company is using a subcontractor to do their work be sure that contact information is provided for them as well. Exchange contact information for office telephones, email addresses, cellular/mobile telephones, and faxes. The contractor should also be providing similar information to the utility companies, as well as the field office location.

Discuss any issues that affect utilities early in the preconstruction meeting. The schedule of the highway contractor is certainly an item of interest to the utilities, especially if they must coordinate some work during construction. If there are environmentally sensitive areas on the project, and there is utility relocation work that has not yet been completed, be sure that the constraints of the sensitive areas are brought to the attention of the affected utility companies. Erosion control may be another item that needs to be discussed with utility companies.

Once all the items that affect the utilities have been discussed, tell the utilities that they are free to leave if they wish. Their time is valuable and we will get better participation in our meetings if they don't feel they are wasting their time while we discuss other project issues that don't affect them.

The utility coordination discussions that occur at the preconstruction meeting must be documented. The person responsible for utility coordination may want to take his or her own notes of this portion of the meeting. They have a special interest in that aspect of the project, and their notes may be more detailed than the general notes of the meeting. Any format can be used. Some of the essential information that needs to be documented is shown in Attachment 19.3.1.

19.4 After the Meeting

Follow-up on anything that was not clarified at the meeting. If any utilities were not present, contact them to inform them of any information discussed at the meeting that may impact their facilities or their work plan. If there is anything that needs clarifying or if work is not done as stated in the special provisions, call the utility and get the answers that are needed. Inform them of the contractor's schedule and make sure they will be out of the way on time.

Wisconsin Department of Transportation

July 5, 2000

RILEY HENINGER
WATERTOWN SEWER & WATER UTILITY
108 FREMONT STREET
WATERTOWN WI 53094

Dear Mr. Heninger,

Project ID: 1336-02-70
Watertown-Lebanon Road
(CTH R-CTH H)
STH 85
Dodge County

The preconstruction meeting for the above project is scheduled for Wednesday March 17, 1999 in Room 107 of Watertown City Hall at 1:00 PM. The contractor for this project is Ben's Backhoe & Company.

You are invited to attend this meeting and your participation would be appreciated. Should you have any questions concerning the meeting or the project, please contact Mike Berg at (xxx) xxx-xxxx.

If your work plan calls for doing some of your relocation or adjustment work during highway construction, it is very important that you attend the meeting and coordinate your efforts with the contractor. If, on the other hand, you have completed all of your relocation work (or none is required) you may simply call me at the number listed and let me know that.

If you are unable to attend and your relocations are not complete yet, please contact me so that we can relay the current status of your work to our contractor. Again, we hope that you can attend the meeting if this is the case, but we understand that there are times when you have other committments.

Sincerely,

Karisa Rusch, P.E.
Region Project Development Supervisor
(xxx) xxx-xxxx

Wisconsin Department of Transportation

February 14, 1999

RILEY HENINGER
WATERTOWN SEWER & WATER UTILITY
108 FREMONT STREET
WATERTOWN WI 53094

Dear Mr. Heninger,

Project ID: 1336-02-70
Watertown-Lebanon Road
(CTH R-CTH H)
STH 85
Dodge County

The preconstruction meeting for the above project is scheduled for Wednesday March 17, 1999 in Room 107 of Watertown City Hall at 1:00 PM. The contractor for this project is Ben's Backhoe & Company.

You are invited to attend this meeting and **your participation is required by Wisconsin Administrative Code Chapter Trans. 220.05(4)** which states **"*When the department determines there is a potential for conflict between work plans, the department will schedule a meeting that the owners are required to attend to coordinate the work.*"**

Because your work plan calls for doing some of your relocation or adjustment work during highway construction, your attendance is mandatory at this meeting so that you can coordinate your efforts with the contractor. If you have completed all of your relocation work, you may simply call me at the number listed below and let me know that.

If you are unable to attend and your relocations are not complete yet, please contact me or Mike Berg so that we can relay the current status of your work to our contractor. Failure to attend the meeting will put your company in violation of Wisconsin Administrative Code Chapter Trans 220, which could result in liability for damages to the highway contractor.

Should you have any questions concerning the meeting or the project, please contact Project Manager Mike Berg at (xxx) xxx-xxxx.

Sincerely,

Karisa Rusch, P.E.
Region Project Development Supervisor
(xxx) xxx-xxxx

PRECONSTRUCTION MEETING

Project ID #
Road:
Section:
Highway:
County:

Date:
Project Engineer:
Contractor:
Construction Start:
Detour Start:

Utilities Present:

Electric:

Gas:

Telephone:

Cable TV:

Water/Sewer:

Comments:

20.1 General

The goal of utility coordination is to not have any utility-related problems during construction. Unfortunately, as hard as we try, it is not always possible to accomplish that goal. There are several types of problems that may occur during construction. In the sections that follow are suggested ways to handle each type of problem.

The WisDOT Construction and Materials Manual Procedure 2-56 "Where adjustments of utility facilities are accomplished during stages of construction operations and problems are created between the contractor's operations and the utility operations, the engineer will be the coordinator for any details not covered by the approved work plan. The project manager will keep a record of the progress of the utility adjustments and will report all problems to the region office in the weekly report. Problems affecting contract work progress should be reported at once to the region supervisor."

The first reaction to a problem should be to contact the utility person listed on the plan, or the person that represented the utility at the preconstruction meeting. If you are unable to make contact with that person, ask the receptionist or whoever answers the phone if there is anyone else that can help you.

If you make contact, but are unable to resolve the problem, you may want to contact the Region Utility Coordinator. They often know whom to contact within the utility company to get results. Also, sometimes having a more neutral third party involved helps bring a resolution to the problem.

There are times when the situation becomes complicated or unusual. You may then want to involve the Central Office Utility & Access Unit in the Bureau of Technical Services.

Always remember that utilities have a right to occupy the highway right of way by permit. They serve the general public by providing services that are essential for our way of life. We need to work together with them so that the disruption to taxpayers and utility ratepayers is minimized.

20.2 Documentation

When you encounter a problem with a utility company during construction and the problem is not easily resolved, document the problem so that measures can be taken to avoid similar problems in the future. Attachment 20.2.1 can be used to document the problem. A copy of this report is also found in the construction field pantry software on each field office computer. Send a copy of the documentation to the Region Utility Coordinator and to the Bureau of Technical Services Utility Engineer, Room 451 Hill Farms State Office Building. The Utility Engineer tracks these forms in an attempt to identify common problems and trouble areas.

The utility company may want to document its side of the story. Attachment 20.2.2 is a report that can be filled out by the utility company to record the situation as it sees it.

20.3 Local and Connecting Highway Projects

On local roads and connecting highways WisDOT is not the permitting authority. You can ask the local government to help put pressure on the utility through their utility accommodation policy and utility permitting process. Chances are the problem you are having is also a violation of their policy. Having the local permitting agency involved may help persuade the utility company to be more cooperative.

On connecting highways, every municipality should have a permitting process, but on local road projects you may find that the local unit of government does not have a utility accommodation policy and no permitting process. In these cases the local government probably won't be of much assistance in solving the problem, but it still doesn't hurt to try to enlist their support.

20.4 Contractor's Responsibilities

Section 107.22 of the State of Wisconsin Department of Transportation Standard Specifications For Highway and Structure Construction (2014 Edition) states:

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services
(1) The department expressly reserves for the proper authorities of the municipality in which the work is done the right to construct utility services in the highway or street, or to grant permits for the same, at any time. Coordinate and cooperate with utilities in the removal and rearrangement of existing facilities to minimize their

service interruption and duplication of work by the utilities. At least 3 business days before breaking ground, the contractor shall notify the proper utility authorities that the contractor's operations may affect their facilities including: streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers, and other property. Never hinder or interfere with utility representatives in the protection or operation of their facilities. Obtain all necessary information regarding existing facilities. Protect existing facilities from damage and unnecessary exposure.
(2) Obtain all necessary information regarding the planned installation of new facilities identified in the contract. Make proper provision and give proper notification so the utilities can install new facilities at the proper time without delay or unnecessary inconvenience. Do not pave over the location of a new underground facility, planned for installation concurrently with this contract, before installing the facility. Effective with the December 2013 Letting 49 2014 Standard Specifications
(3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. Determine who is responsible for repair costs according to Wisconsin statutes 66.0831 and 182.0175(2).
(4) If the contractor finds facilities not identified in the contract, the engineer will determine whether adjustment or relocation of the facility is necessary to accommodate contract work. The engineer will arrange with the utility or the contractor to adjust or relocate the facility. If deemed necessary, the engineer will revise the contract as specified in Section 104.2 of the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction.
(5) If specified in the contract, the contractor and the department will comply with Chapter Trans 220 of the Wisconsin Administrative Code.

Please note that the contractor must coordinate and cooperate with utility owners, and it is the contractor's responsibility to obtain all necessary information in regard to existing and planned utilities.

20.5 Field Changes

It is sometimes necessary to make changes to the plan during construction. Obviously, the utility had no way of knowing that these changes were going to take place, and therefore could not relocate prior to construction. The utility must be notified of such changes, and must be given adequate time to design and construct a relocation of their facility. The definition of adequate time is open to interpretation, and varies with the scope of work involved. Ch. Trans 220.05(13) Wis. Adm. Code states:

"If, after the letting date of the highway improvement project, additional utility relocation or adjustment work is found necessary, the department shall notify the owner (utility). The department and the owner (utility) shall agree on a revised work plan."

This wording is applicable to all projects, WisDOT and the utility must agree on a reasonable timeframe to do the relocation work. It is important to note that the field change is the cause of any delays, not the utility company.

20.6 Unknown Facilities

This problem has a few potential causes. The facility may not have been field located at the time the survey crews picked up the topography. The survey crew may have missed it, and not picked up the information. The information may have been picked up but never made it to the plans. The utility may not even be aware that the facility is there. (This happens most often in older portions of cities where records may not exist for older facilities, especially for clay pipe sewer systems.)

Whatever the reason, there is a utility facility that is in the way of construction. Again, the first thing to do is to contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the Region Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have found a facility that wasn't shown on the plan and you need to have it relocated. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

Sometimes the prudent thing to do is to adjust the highway plans to accommodate the newly discovered utility facility. The total costs and the time involved should be considered when making this decision.

20.7 Undetected Conflicts

There are times when conflicts arise during construction that were not noticed beforehand. The utility facilities are shown correctly on the plan and there were no changes to the plan, but the utility company and the designer failed to notice a conflict and the conflict wasn't resolved prior to construction.

The responsibility for determining conflicts always lies with the utility company. However, no one is perfect, and utility company personnel are not as familiar with reading WisDOT plans as highway designers are. Regardless of how it happened, you are now stuck with a problem during construction. It doesn't do any good to point fingers and rant and rave. That doesn't solve the problem.

Again, the first thing to do is to contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the Region Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have a conflict with one of their facilities which wasn't resolved prior to construction and you need to have it relocated. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

The cause of the undetected conflict may be that the facility is not at the anticipated depth. If that is the case, document this by photographs and/or sketches. Obtain elevations on the exposed facility. Also, document the details in the project diary; it may be needed if there is a court case regarding delays to the contractor.

Remember to document the location of the utility facility and the markings, including elevations where appropriate. There may be questions later regarding the exact location of the utility facility and its relationship to the planned roadwork.

As long as time permits, the best solution is to have the utility relocated. That is what should have happened prior to construction. However, sometimes the prudent thing to do is to adjust our plans to accommodate the newly discovered conflict. The total costs and the time involved should be considered when making this decision. This solution only makes sense when the contractor has no other work to do and cannot wait for a delay, safety is a concern, or the public is intolerably inconvenienced.

20.8 Unexpected Field Conditions

This may occur when changes have been made to the topography since the survey work was done. A good example is a utility pole that was outside of the slope intercepts on the plan and therefore was not relocated because it was believed that there was no conflict. However, during construction it is discovered that a property owner altered the original terrain a few years ago and now the grading limits are such that the pole is in conflict. Or maybe drainage conditions are different than was anticipated, and a relocation is now required.

In this case, no one is at fault. The utility relocated according to the information that was provided to them. The designers used the information that was provided to them. For some reason, actual field conditions are now different than what was used for the design and changes must be made.

If you need the utility relocated, or exposed to determine if there is a conflict, you must contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the Region Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that you have a conflict with one of their facilities because of a change in field conditions and that it needs to be relocated or exposed, whichever the case may be. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation.

20.9 Incorrectly Marked Facilities

This problem is more serious. It can cause an extremely dangerous situation that may lead to injury and/or costly delays. The owner of a utility facility is responsible for accurately locating their facilities in the field. Sometimes this locating work is contracted out to various companies, but the ultimate responsibility lies with the utility.

If you discover that a buried utility line has been incorrectly marked, document the markings and the facility location. Take photographs with a 6-foot rule indicating the scale if possible. At a minimum draw a sketch with appropriate dimensions showing the markings and the facility. This information should be placed in the project diary and the project files.

The utility must be notified immediately. It is best to have one of their employees view the site before any markings are destroyed. They can verify the documentation you provide. If a utility line is damaged by construction activities because of the mis-marking, the utility should not be billing the contractor. The contractor should not be held liable, unless he was digging with power equipment within 18 inches of the markings (See Wis. Stat. s.182.0175 – Figure 1-1). The utility should bear the cost of the repairs or may seek compensation from their locating service.

This situation frequently requires immediate action and may be treated as an emergency. You should start by contacting the utility person on the plan, but if they are unavailable, talk to anyone from the utility and explain the situation. They should be able to put you in touch with the proper people within the utility. If you are unable to contact anyone at the utility, contact the Region Utility Coordinator or Region Permit Coordinator for assistance on how to proceed.

Remember to document the location of the utility facility and the markings, including elevations where appropriate.

20.10 Facilities Shown on Plan Incorrectly

There are times when for some reason the utility facilities are shown incorrectly on the plan. There may have been a survey error, it may have been field located incorrectly, it may have been inadvertently moved during the design process, or perhaps there was a glitch in the software program or in converting it from one format to another. At any rate, the location of the utility facility on the plan is different from where it is in the field. This may pose a problem for the contractor and add to their costs.

This is indeed unfortunate and may be costly, but the general note on the plan states, “The locations of existing and proposed utility installations on the plans are approximate. There may be other utility installations within the project area that are not shown.” This disclaimer alerts the contractor that conditions may be different than what is depicted on the plan. The designer does their best to accurately portray the expected work site conditions, but there is no guarantee. Everyone that bids on the job is on an equal basis, and does so knowing the information is only approximate.

A discrepancy of 15 to 20 feet may be a legitimate reason for a claim for additional work depending on the specific situation, but a discrepancy of 1 to 2 feet is not.

20.11 Failure to Follow Work Plan

This is a common problem, unfortunately. There may be various reasons why the utility did not complete their work as stated in the work plan, including weather delays and storm damage. Whatever the reason, the problem is that they have not relocated according to their plan.

On Trans 220 projects, the utility is responsible for any damages to the contractor for delays caused by the utility if it did not follow the approved work plan. The contractor can sue the utility for those damages. WisDOT would act as a neutral third party, providing documentation and testimony regarding the facts of the project.

For non-Trans 220 projects, there is no recourse for the contractor other than to file a claim with WisDOT for additional time or additional expenses. Local road projects and most urban projects are non-Trans 220. The contractor may file a claim with the utility, and if the situation is well documented, the utility may pay the claim. However, the legal obligation is not as clear as it is on Trans 220 projects.

When a problem is discovered, contact the person from the utility company listed on the plan, or the person that attended the preconstruction meeting. If they aren't available, ask if there is anyone that can help you. If you are unable to make a satisfactory contact, and the problem cannot wait until the appropriate person is back in the office, contact the Region Utility Coordinator. While they cannot do anything about the people who are out of the office, they may have a suggestion as to whom else to call.

When you make contact with someone, explain that their facility which is in conflict with the highway project hasn't been relocated as promised and you need to have it relocated. Let them know that their failure to relocate quickly will hold up our contractor. Request a timeframe from them of when the work can be done. If the time seems unreasonable, ask if it can be expedited. It may be helpful to request a field meeting to discuss the situation. Remember that at this point in time our main concern is to get the facility relocated quickly, not who will have to pay damages. Focus on getting the problem resolved, not on placing blame or making threats regarding future actions.

On Trans 220 projects, if you are unable to get a quick resolution to the problem, it may be a good idea to write a letter to the utility company notifying them that they are in violation of Trans 220 and that they may be liable to the highway contractor for any utility-related delay damages. A sample Trans 220 Violation letter is shown in Attachment 1.4.15.

Utility Problem During Construction Documentation Report
Project Manager / Leader Version

Project ID:
Title:
Subtitle:
Highway:
County:

WisDOT Project Manager / Leader Name: (if known) Date of Report:

Date Utility Company Notified: Date Remedied:

Utility Company Name (and contractor(s) / subcontractor(s) if applicable):

Type of Utility: ☐ Gas ☐ Electric ☐ Telecommunications ☐ CATV
☐ Water ☐ Sewer ☐ Pipeline ☐ Other

Name of Highway Contractor / Subcontractor (if known):

Authority that issued utility permit (if applicable): ☐ WisDOT Date: ☐ County Date: ☐ Local Date:

Nature of Problem:
- ☐ Unforeseen conflict (not identified during the design process)
- ☐ Existing (at time of design) utility facility shown incorrectly on plan
- ☐ Utility facility not shown on plan
- ☐ Failure to follow work plan
- ☐ Facility not placed in compliance with permit
- ☐ Facility location marked incorrectly
- ☐ Plan Change
- ☐ Erosion Control
- ☐ Traffic Control
- ☐ Other:

Details – explain what happened: (Include location, elevation of buried utility facility if shallow or cut, pictures, attach plan and cross section sheets, anything that might help explain the situation.

Impact on Project:
- ☐ Time delay
- ☐ Change of planned method of operation
- ☐ Additional costs – explain below what the costs are and to whom
- ☐ Other:

Please explain the impact of the utility problem on the schedule or operations of the highway contractor.

Additional follow-up needed by: ☐ WisDOT ☐ Utility Company ☐ None
Please explain:

You are required to send a copy of this report to your Regional Office Utility Coordinator and through inter-departmental routing or email to Richard Vela at Central Office.

Richard Vela, P.E. (608) 266-0319 – Office (608) 279-2033 – Mobile
Richard.Vela@dot.wi.gov
Statewide Utility Engineer, Wisconsin Department of Transportation, Bureau of Technical Services

UtilityProblemReport-ProjMgr.docx Revised 2/25/2014

Utility Problem During Construction Documentation Report
Utility Company Version

Project ID:
Title:
Subtitle:
Highway:
County:

WisDOT Project Manager / Leader Name: (if known) Date of Report:

Date Utility Company Notified: Date Remedied:

Utility Company Name (and contractor(s) / subcontractor(s) if applicable):

Type of Utility: ☐ Gas ☐ Electric ☐ Telecommunications ☐ CATV
☐ Water ☐ Sewer ☐ Pipeline ☐ Other

Name of Highway Contractor / Subcontractor (if known):

Authority that issued utility permit (if applicable): ☐ WisDOT Date: ☐ County Date: ☐ Local Date:

Nature of Problem:

- ☐ Unforeseen conflict (not identified during the design process)
- ☐ Existing (at time of design) utility facility shown incorrectly on plan
- ☐ Utility facility not shown on plan
- ☐ Failure to follow work plan
- ☐ Facility not placed in compliance with permit
- ☐ Facility location marked incorrectly
- ☐ Plan Change
- ☐ Erosion Control
- ☐ Traffic Control
- ☐ Other:

Details – explain what happened: (Include location, elevation of buried utility facility if shallow or cut, pictures, attach plan and cross section sheets, anything that might help explain the situation.

Additional follow-up needed by: ☐ WisDOT ☐ Utility Company ☐ None
Please explain:

Submitted by:

Note: Send a copy of this form to Region Utility Coordinator.
Region Staff will send a copy of this form to Richard Vela, PE, Statewide Utility Engineer

UtilityProblemReport-UtilCo.docx Revised 2/25/2014

21.1 General

There are times when utility relocation work must be done during the same timeframe as the highway improvement contract. For example, in many urban areas the community does not want the road torn up two years in a row, one year for utility relocations and one year for highway improvements. The disruption and inconvenience to the public sometimes is just not warranted or acceptable. Other times, in big cut sections, it is not feasible for a utility to dig down deep enough to be the required depth below finished grade prior to the highway work. The construction costs for such work to be accomplished are not justified. In other cases, the utility relocation has to be staged, with temporary staging required during highway construction and final installation taking place near the end of the highway work.

When utility relocation work is to occur while the highway construction work is going on, there needs to be good coordination between the highway contractor and the utility crews/contractor. Communication is the cornerstone of good coordination. When every party understands what they are supposed to do and what is expected of them, the job gets done with less conflict and fewer surprises.

The WisDOT Construction and Materials Manual Procedure 2-56, states, “The engineer or other Region representative will make necessary inspections of utility alterations to assure alterations are made to the necessary extent and in a manner which avoids any interference with, or detrimental effects to, the planned highway improvements.

Overhead installations such as power and communication lines should be checked in respect to location and elevation for proper clearance with the roadway, highway structures and appurtenances, and railway facilities. Poles, towers and similar above-ground installations should be located in accordance with designated requirements governing proximity to right of way lines, construction operations, control-of-access lines and planned improvements. Alteration of utility facilities for which permits are required and issued should conform to the requirements designated in the permit.

The engineer should determine that utility forces and the project personnel are using the same reference datum when setting grade stakes.

Underground installations are to be checked with respect to grade and location to provide satisfactory clearance with existing foundations or facilities and planned construction items, such as structures, sewer lines, water lines, etc. Constructed utility manholes and other similar installations should be checked for compliance with required grade. Lines installed under the highway should be at the required depth and encased as required.

When utility facilities are installed in trenches within the highway limits, it should be determined the foundation upon which the facility is placed is satisfactory to provide the required support and the backfill is properly placed and compacted with satisfactory material so there will be no detrimental settlement which might affect the pavement, embankments, structures or other facilities.”

21.2 Field Changes and Construction Permits

When changes are made in the field that result in work being done on private property that is not included in a Temporary Limited Easement or a Permanent Limited Easement, a Construction Permit is required in order for the highway contractor to perform work on the private land.

If there are utility facilities located on the private land and the facilities require relocation, the property owner must pay the cost of these utility relocations. A Construction Permit is not a land interest and therefore WisDOT cannot pay for the utility relocations. The utility company will insist on payment because they are on private land and are entitled to compensation, but that compensation must come from the property owner.

21.3 Weekly or Bi-Weekly Coordination Meetings

Weekly or bi-weekly coordination meetings in the project field office can do a lot to keep contractors and utilities informed about each other’s work. Generally, the highway contractor must do some work before the area is ready for the utility to make their adjustments and relocations. The highway contractor must then wait while the utility completes their work before the highway work in that area can proceed. Weekly meetings help the contractor and utility be aware of problems that the other party is facing. Often problems such as poor soils will affect both the highway and utility crews. The more they know about the work site and the progress each party is making, the better they can coordinate their work schedules and resources.

The WisDOT Construction and Materials Manual Procedure 2-56 states “During the progress of the project, the engineer should hold field meetings on a regular basis with the contractor’s superintendent and the utility crew supervisor. The engineer should also be passing along to the contractor all notifications of utility work changes.”

21.4 Diggers Hotline

Wis. Stat. s.182.0175 (Attachment 1.2.4) requires that excavators have underground utility facility locations marked on the surface prior to construction. This is accomplished by notifying Diggers Hotline for utilities that are members of Diggers Hotline. Utilities that are not members of Diggers Hotline must be notified separately. The utilities have 3 working days to mark their facilities.

The Excavator’s Guide to Diggers Hotline states that after calling Diggers Hotline, the excavator has the following responsibilities:

21.4.1 Excavator Responsibilities After Making a Locate Request

Notifying Diggers Hotline is only the first step for the caller in fulfilling their responsibilities in the locating process.

After the markings have been made, excavators are required to maintain a minimum clearance of 18 inches between a marked and unexposed transmission facility and the cutting edge or point of any power-operated excavating or earthmoving equipment.

If excavation is required within 18 inches of any marking, the excavation should be performed very carefully with hand tools. See Wis. Stat. s. 182.0175(2)(am)(3). This is particularly important because locating is not an exact science and, therefore, the actual location of the facility could vary from the position of the marks.

If the underground or above ground transmission facility is exposed, the excavator may reduce the clearance to 2 times the known limit of control of the cutting edge or point of the equipment or 12 inches, whichever is greater.

If marks are destroyed or covered by excavation site activities, weather, or any other means, the excavator must provide a relocate notice to Diggers Hotline. If work does not start within 10 calendar days of the scheduled start date, or the work is interrupted for more than 10 calendar days, the excavator must provide a three-day locate notice to Diggers Hotline. See Wis. Stat. s. 182.0175(2)(am)(4) and “Ticket Lifespan/Remarking” later in this guide.

If, during the course of excavation, a facility has been exposed, it is the excavator’s responsibility to inspect and support these facilities prior to backfilling in order to ascertain if the facilities have been struck or damaged in any capacity. If damage of any kind is discovered or any suspicion of damage exists, it is the excavator’s responsibility to immediately notify the facility owner directly.. The excavator must refrain from backfilling an excavation until an inspection is conducted and any necessary repairs have been made by the owner of the transmission facility. Diggers Hotline will provide the contact number of facility owners, upon request.

Many excavators mistakenly believe that Diggers Hotline is responsible for the actual marking of facilities. This is not the case. Diggers Hotline takes information from the excavator and relays it to Diggers Hotline members. Each facility owner is responsible for ensuring that their facilities are properly marked. When one member indicates that there are no facilities in conflict with a specific excavation, the excavator must realize that this does not mean that “Diggers Hotline” has cleared the site; nor does it mean that other facilities are not at that location.

Also be aware of facilities on or near your work site that might be privately owned, including propane. Homeowners and private businesses can own facilities on property that is owned by them. These facility owners are not required to be members of Diggers Hotline, and therefore will not be notified of your work. ***It is the excavator’s duty to notify the owners of private facilities of their intent to dig.*** A list of private locating companies is available at www.DiggersHotline.com.

Also, excavators are encouraged to have a copy of the locate request at the work site and to keep a copy of the ticket until well after the project has been completed.

When excavation is complete on large worksites, it is the duty of the general contractor to remove marking flags and stakes. For single employer worksites, it is the duty of the ticket holder to remove flags and stakes.

21.4.2 Ticket Lifespan

A ticket remains valid if work begins within 10 calendar days after the legal start date and work is not interrupted for more than 10 calendar days.

The term "work" shall include actual digging, as well as preparatory work at the digging site. During the lifespan of the ticket, the excavator is responsible to notify the facility owners to re-mark when needed.

During the lifespan of the ticket, the excavator is responsible to notify Diggers Hotline to request a re-mark as needed.

Callers shall not be granted a crew on-site or 24-hour relocate if the relocate is filed after February 1 for a ticket that has not been filed or relocated since before November 1 of the prior year. Callers will still be granted 3 working days tickets for those situations.

21.4.3 Remarking

Valid Ticket - Missing Marks:
A valid ticket is one for which work begins within 10 calendar days after the legal start date AND work is not interrupted for more than 10 calendar days.

If a valid ticket needs to be re-marked, but a crew is not at the worksite, the caller will receive a new start date and time that is 24 hours from the current date and time, excluding weekends and holidays. This ticket is known as a **24-hour relocate**. If the excavator is aware that a member has failed to mark a valid ticket, the excavator may contact the member, or the member's contract locating company directly, without calling Diggers Hotline. The member will respond as soon as possible within the 24-hour period.

If a valid ticket needs to be re-marked and the crew is at the work site, the caller will be issued **a crew on-site relocate**. On such tickets, members should respond to the excavator within one hour to let them know when the site will be relocated. Even though the caller will receive a start date and time that is one hour from the current date and time, the ticket does not become valid until the members contact and/or relocate the site.
Work Not Started/Interrupted/Invalid Ticket:
If work has not started within 10 calendar days after the legal start date or work has been interrupted for more than 10 calendar days, the excavator should call Diggers Hotline and a **3 day relocate** ticket will be issued with a new three working day start date.

Appointment Calls:
When remarking a valid appointment ticket, if requesting a second appointment, the second appointment time will be set for three business days from the time of the call, and the start date will be set for three business days from the time of the appointment.

If the caller does not want to meet a second time for the appointment ticket relocate, the caller will be issued a normal three business day start date and time, but marking instructions will be required."

The above discussion (sections 21.4.1 – 21.4.3) is reprinted from "2014 Excavators Guide to Diggers Hotline."

21.5 Contractor Failure to Pay for Utility Damage

If a contractor refuses to pay a claim from a utility company for damage to a utility facility, WisDOT may withhold payment to the contractor until the damage claim has been satisfied. First of all, you have to determine if the contractor was in violation of Statute 182.0175(2) (See Attachment 1.2.4). If the utility facility was properly marked and the contractor damaged it, the utility company probably has a viable complaint. The Project Engineer can then withhold payment to the contractor until the damage claim has been settled. Once we are notified of a claim against the contractor (once we receive a copy of the claim/invoice) we can withhold that amount of money from the contractor until he/she proves that the claim has been settled.

The following are pertinent parts of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2014 Edition, with emphasis added:

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

(**1)** The department expressly reserves for the proper authorities of the municipality in which the work is done the right to construct utility services in the highway or street, or to grant permits for the same, at any time. Coordinate and cooperate with utilities in the removal and rearrangement of existing facilities to minimize their service interruption and duplication of work by the utilities. At least 3 business days before breaking ground, the contractor shall notify the proper utility authorities that the contractor's operations may affect their facilities including: streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers, and other property. Never hinder or interfere with utility representatives in the protection or operation of their facilities. Obtain all necessary information regarding existing facilities. Protect existing facilities from damage and unnecessary exposure.

(2) Obtain all necessary information regarding the planned installation of new facilities identified in the contract. Make proper provision and give proper notification so the utilities can install new facilities at the proper time without delay or unnecessary inconvenience. Do not pave over the location of a new underground facility, planned for installation concurrently with this contract, before installing the facility.

(3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. The department will determine who is responsible for repair costs as specified in Wisconsin statutes 66.0831 and 182.0175(2).

(4) If the contractor finds facilities not identified in the contract, the engineer will determine whether adjustment or relocation of the facility is necessary to accommodate contract work. The engineer will arrange with the utility or the contractor to adjust or relocate the facility. If deemed necessary, the engineer will revise the contract as specified in 104.2.

(5) If specified in the contract, the contractor and the department will comply with administrative rule, Trans 220 of the Wisconsin administrative code.

109.6.3.3 Retainage

(1) The department will withhold retainage from progress payment estimates for liquidated damages and claims including the following:

1. To provide for recovery of liquidated damages assessable against the contract under 108.11.
2. To cover claims against the contract filed with the Department under chapter 779 of the Wisconsin statutes.
3. **To provide for recovery of damage and tort claims assessable against the contract under 107.12.**

107.12 Responsibility for Damage and Tort Claims

(1) The contractor and the contractor's insurer shall defend, indemnify, and save harmless governmental agencies involved in the project, or in which all or a part of the project site is located, including the officers, agents except for consulting firms, and employees of any of the foregoing from suits, actions, or claims brought because of injuries or damages sustained by any person or property arising from one or more of the following:

1. Contractor operations.
2. Contractor neglect in safeguarding the work.
3. Contractor use of unacceptable materials in constructing the work.
4. Acts or omissions, neglect, or misconduct of the contractor.
5. Claims or amounts recovered for an infringement by the contractor of patent, trademark, or copyright.
6. Claims or amounts arising or recovered under the workers compensation act, relating to the contractor's employees.
7. The contractor's noncompliance with a law, ordinance, order, or decree relating to the contract.

(2) The department may retain payments due the contractor in amounts the engineer deems sufficient to cover the cost of suits, actions, or claims caused by the reasons specified in 107.12(1). The department will not release this retainage until the contractor furnishes satisfactory evidence of one of the following:

1. The contractor is adequately protected from the suits, actions, or claims with the insurance coverages specified in 107.26 or other insurance.
2. The parties have settled the suits, actions, or claims.

(3) The state is not liable to the contractor for damages or delays resulting from third party work, except for excusable delays as specified in108.10.2 and 108.10.3. The state also is exempt from liability to the contractor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331-4332, 23 U.S.C. 138, or public law 91-646.

22.1 General

Ch. Trans 233 Wis. Adm. Code (Trans 233) is an administrative rule that places certain requirements on land divisions that abut the State Trunk Highway (STH) system. It was first adopted in 1956, and at that time it only applied to subdivisions adjacent to a STH. The rule required that a highway setback be shown on all affected subdivisions, and it stated that no structures or improvements could be placed in the setback area. The rule also restricted the access from individual lots to the STH.

In order to avoid the Trans 233 requirements, some people were dividing land by other methods. In 1998, the rule was revised to include all land divisions adjacent to a STH or a connecting highway. The revised rule also included additional restrictions regarding the reimbursement of utility facilities placed in the setback area. **Note: In the case of Wisconsin Builders Association, et al. v. Wisconsin Department of Transportation 2005 WI App 160, the Court of Appeals ruled that the rules in Ch. Trans 233 were invalid to the extent that they apply to land divisions other than subdivisions.** Therefore, Trans 233 now only applies to subdivisions as defined in State Statute 236.02(12):

> (12) "Subdivision" is a division of a lot, parcel or tract of land by the owner thereof or the owner's agent for the purpose of sale or of building development, where:
> (a) The act of division creates 5 or more parcels or building sites of 1 1/2 acres each or less in area; or
> (b) Five or more parcels or building sites of 1 1/2 acres each or less in area are created by successive divisions within a period of 5 years.

The rule has not been revised, so it still contains the 1998 language stating that it applies to all land divisions. However, because of the lawsuit mentioned above, WisDOT can only enforce the requirements on subdivisions.

Attachment 22.1.1 is a memo sent in 1999 that explains the impact of Trans 233 on utility companies and WisDOT offices. The memo is still applicable except that the rule only applies to "subdivisions".

Ch. Trans 233.08 Wis. Adm. Code Setback Requirements and Restrictions are reproduced in Attachment 22.1.2. Please note that there are two types of highway setback, a "normal" setback and a "reduced" setback. Both types of setbacks are subject to a variance procedure that allows the WisDOT to consider a request from a land divider to grant a special exception for a lesser setback depending upon the specific situation.

The "normal setback" is 110 feet from highway centerline or 50 feet from highway right of way line whichever is more restrictive. This "normal setback" can be automatically reduced to 100 feet from highway centerline or 42 feet from the highway right of way line whichever is more restrictive when there is a local ordinance that allows a setback that is less than the 110 feet or 50 feet. This "normal setback" applies to all major intersections and highways that are listed in ch. Trans 233.08(2)(c) Wis. Adm. Code.

The "reduced" setback is 15 feet from the highway right of way line and applies to all highways not listed in ch. Trans 233.08(2)(c) Wis. Adm. Code. These highways are low volume highways that are not expected to need expansion improvements within the next 20 years or more.

22.2 Compensation in Setback Area

Utility facilities located in the setback area are compensable if:

1. They were placed prior to the land division being recorded. **OR**
2. They are in an easement that was acquired prior to February 1, 1999. **OR**
3. They were placed after the land division map is recorded but with prior notice, in writing, to the WisDOT. **OR**
4. They were erected or installed prior to the land division map being recorded, but modified after that time in a manner that increases the cost to remove or relocate the facility. In this case, only the costs of replacing the original facility will be reimbursed, unless the upgraded facility was placed with prior notice to WisDOT. If notice was given, the entire facility is eligible for reimbursement.

There is one possible exception to the above. On **connecting highways**, the utility facility is **only compensable if it qualifies under the applicable local setback rules and ordinances**. This was done because local units of government participate in the costs of connecting highway projects. It was felt unfair to require a local government to pay for utility relocation costs when the costs would not be eligible if the same work was done on a local street.

A connecting highway is a marked route of a State Trunk Highway system over the streets and highways in municipalities that WisDOT has designated as connecting highways. Municipalities have jurisdiction over the connecting highways and are responsible for their maintenance and traffic control. A listing of connecting highways and geographic end points is available in WisDOT's "Official State Trunk Highway System and the Connecting Highways" booklet that is published annually as of December 31.

22.3 Prior Notice

The prior notice referred to in number 3 and 4 above has certain requirements. The notice shall contain a plan showing the nature of the work and the distance of the work from the nearest right of way line. The notice shall be sent to the appropriate Transportation office.

Form DT1733 "Trans 233 Notification to Construct and Operate Utility Facilities Adjacent to Highway Right of Way" (see Attachment 22.3.1), along with appropriate sketches, may be used by the utility company to provide all of the basic information needed to process a request to locate utility facilities in the highway setback area.

The notice shall be sent at least 30 days prior to construction for normal utility work. The timeframe shall be at least 5 days prior to construction for any routine minor utility erection or installation work. For any major utility projects, the notice shall be sent at least 60 days prior to construction.

Major utility projects include, but are not limited to, work involving transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines, and facilities of similar magnitude.

Routine minor utility erection or installation work refers to single residential distribution facilities and similar inexpensive work of less magnitude. This includes work that would qualify for the Annual Service Connection Permit under the "WisDOT Utility Accommodation Policy."

The notice and plan requirement does not apply to maintenance work on existing facilities.

After WisDOT receives the notice, WisDOT shall determine whether a planned highway project in the 6-year improvement program or a planned major highway project will conflict with the proposed utility work. If WisDOT determines a conflict exists, it will notify the utility in writing within a timeframe similar to the submittal timeframe (5, 30 or 60 days, depending on the nature of the work) and request that the utility consider alternative locations that do not conflict with the planned highway work. WisDOT will work with the utility to find a route that does not conflict.

If WisDOT and the utility are unable to find a suitable location, the utility may proceed with its work, but WisDOT may not compensate the utility for damages or relocation with respect to the planned highway project. In order to avoid payment of compensation or other damages to the utility, WisDOT is required to record a copy of its written notice to the utility of the conflict, that adequately describes the property and utility work involved, with the register of deeds in the county in which the utility work or any part of it is located. A recordable form (Notice of Non-Reimbursement) will be developed for such use. It is the hope of WisDOT that this form is never used, but rather a suitable location is found for the utility work.

The Trans 233 coordinator, the Utility Coordinator, the Project Development section and the planning unit must work together to receive the prior notice, determine whether there are any proposed projects, avoid conflicts with any such projects, and document the entire process.

Sample letters to utilities for both the approval and objection situations are shown in Attachment 22.3.2 and 22.3.3. These letters must be kept forever in the files. They should be referenced so that they can be easily retrieved when future highway projects require them.

22.4 Facilities Installed Prior to Land Division

What if a utility installs a facility in a setback on a proposed land division before the land division is recorded? There is not much that can be done about it; it is not improper since the setback area is created when the land division is recorded. However, if there is a utility permit application for work on the right of way that is also associated with the work off of the right of way, look for potential conflicts not only within the existing right of way

but also for conflicts within the proposed new right of way. Alert the utility to any potential conflicts so that they may avoid adjustments to its facilities in the future. The utility cannot be legally required to make adjustments off of the existing right of way, but it is good business practice for it to do so. If there is no utility permit required, there may not be any knowledge of the installation. There is nothing that can be done about that.

22.5 Showing Utility Easements on Land Divisions

Sometimes, utility companies require land dividers to put utility easements on land divisions at the time of the creation of the land division. This establishes the easement when the land division is recorded, but no other documents are needed (there is no easement recorded separately). Some counties send all land divisions to the utility companies serving the area. Some utility companies require the developer to put a utility easement on the land division prior to recording. Also, some counties require subdivisions to have utility easements. WisDOT has not objected to utility easements on subdivisions because the thinking was that the easements were needed to serve the subdivision.

It should be clear on the land division map how and when the easements were obtained. If the easement was obtained prior to the land division, there should be recording information shown on the map. There are unrecorded utility easements, which were common in the earlier part of the last century (1900's) when landowners did not like to sign documents related to their land. However, in those cases, the utility has obtained prescriptive rights by now, and that should be stated on the map. A note saying something like "Placed in 1957, prescriptive rights established per Wis. Stat. s. 893.28(2).” WisDOT recognizes a utilities' prescriptive right after 10 years without the utility filing any documents. (That is not technically correct, but that is our practice.)

It should be noted that the surveyor of a land division will not always know when facilities were placed, and therefore may not be able to determine prescriptive rights, however, for WisDOT right of way plats this information will have to be ascertained.

Existing easement information can be difficult to track down. The original easement may have covered 160 acres or more without any specific location. This type of easement was not always brought forward properly in subsequent land divisions. However, the utility company can usually produce the original easement, or can provide the date of installation that indicates a prescriptive right. If the easement is being created as part of the land division, there will be some wording on the map stating the name of the utility company and what the conditions of the easement are. This will document that the easement does not pre-date the land division. If the easement is shown simply as "Utility Easement" without any company name or specific restrictions stated, it is probably created at the time of the land division. If that is incorrect, the utility will have to prove the easement existed prior to the land division.

Any existing facilities in the easement must be shown to document that they existed prior to the land division. (If the surveyor neglects to show the existing utilities, the utility company will bear the burden of proving the facility existed prior to the land division should they seek compensation in the future.) Any facilities placed after the land division is created are subject to our requirement of prior notification, unless the easement was recorded prior to February 1, 1999. The utility easement recording information will help us identify this situation.

22.6 Utility Permits and Trans 233

Ch. Trans 233.05(3) Wis. Adm. Code states: “The department may not issue any permit under s. 86.07, Stats., prior to favorable department review of the preliminary or final land division map or, for a subdivision plat, prior to the department’s certification of no objection.”

Utility permits are issued under Wis. Stat. s. 86.07(2), and therefore no utility or annual service connection permit can be issued for a land division until WisDOT has certified the land division. This means that the Utility Permit Coordinator must determine whether the permit or service connection being applied for involves property that is subject to Trans 233, and whether or not the land division has been certified by WisDOT. If the land division has not been certified, the permit cannot be issued.

Lands are not subject to Trans 233 until a land division has been submitted to WisDOT for either a conceptual, preliminary or final review, OR if a land division has been recorded without WisDOT certification, in which case it would be an illegal land division. See Trans 233.03, “Procedures for Review” for more information on conceptual, preliminary and final reviews. Of course, it is important to remember that Trans 233 only applies to land divisions adjacent to a STH, but usually there would also be no permit involved in land divisions that are not adjacent to the STH.

If the utility company states that a permit application is for a new land division but the department has not received any submittal from the land divider more research should be done. It is possible that a land division was recorded without going through the required Trans 233 review. However, if we discover that a land division has not been recorded, there is nothing that we can do. We cannot deny a permit. The fact that the utility company has knowledge of a proposed land division is not sufficient cause to deny a permit. A property owner can make improvements to their property at any time without WisDOT's approval unless there are existing restrictions on the property. The property owner can build improvements on their property and then divide it; in this case the improvements would exist at the time of the land division and they would be "grand fathered." In some cases, a proposed land division never takes place for various reasons unrelated to WisDOT actions. A land division may just be proposed but may never occur, or it may occur after the utility facilities are built.

If the Utility Permit Coordinator is suspicious that an illegal land division is or may be taking place, they should notify the Trans 233 coordinator as soon as possible. The Trans 233 coordinator would then inform the landowner of their legal obligation to acquire WisDOT approval before the land division is recorded.

CORRESPONDENCE MEMO_____ WisDOT Bureau of Highway Development

DATE: January 28, 1999

TO: District Utility Coordinators, District Land Division Reviewers

FROM: Ernest J. Peterson, Utility/Access Management Engineer

SUBJECT : TRANS. 233 & Utilities

Revised TRANS. 233 becomes effective on Monday, February 1, 1999. It affects utility facilities, and the district Utility Coordinators will be involved in the new requirements/process.

TRANS. 233 creates a setback area in every land division (CSM, subdivision, county plat, condominium plat, or any other land division). The setback is 50 from the R/W line, or 110 feet from the centerline of the R/W, whichever is the most restrictive. **Utilities may occupy the setback, but they are only compensable under the following scenarios:**

1. Utility facility is erected or installed before the land division map is recorded.

2. Utility facility is erected or installed on a recorded utility easement that was acquired prior to February 1, 1999.

3. Utility facility is erected or installed after the land division map is recorded, but with prior notice in writing to the DOT.

4. Utility facility is erected or installed before the land division map is created, but modified after that date in a manner that increases the cost to remove or relocate the facility. In this case, the DOT pays the cost for the original facility only, unless the modification was made with prior notice in writing to DOT.

Compensation is further restricted by the following:

1. On connecting highways, the utility facility is only compensable if it is compensable under the applicable local setbacks.

2. The DOT will review the notice of a proposed utility facility and determine whether it conflicts with a planned highway project within the 6-year improvement program or a major highway project. **If the DOT determines that a conflict exists, the DOT will notify the utility in writing and request the utility to consider alternative locations that will not conflict with the planned highway work.** If the DOT and utility are not able to avoid or mitigate the conflict, the utility may proceed with the work but the DOT may not pay compensation or other damages relating to the utility facility if it conflicts with the planned highway project. **In order to avoid payment of compensation the DOT is required to record a copy of its written notice of non-reimbursement with the county register of deeds.**

Trans. 233 only applies to land divisions created after Feb 1, 1999. Any CSM, subdivision, or other land division will have to have a setback from a STH (or IH, or USH). If a utility wants to locate in that setback, we want the utilities to come to us with their plans. We should be looking at the plans with an eye toward future highway projects (6 year plan and majors). If their plans present a possible conflict with our plans, we ask them to change their plan. If we can't agree on a location that would not interfere with our future plans, then we would issue a notice of non-reimbursement.

When they (utilities) bring in a plan, we will have to check to see if it crosses any land divisions created after Feb. 1, 1999. If it does, we will have to look at the plan in the land division area. Does that conflict with our future plans? If not, we approve, sending a letter stating so. If it does conflict with our plan, we should work with them to find a location that doesn't conflict. If we can't find a mutually agreeable location, we issue the notice of non-reimbursement.

Each district will have to keep track of land divisions created after February 1, 1999. District 6 has developed a database and a SDS GIS application that they have offered to share with all districts. It is a good method of keeping track of this information. Copies of the database were distributed to the land division reviewers in each district. Contact your district's land division reviewer for more information (see list below), ~~or contact Ray Drake (715-836-7279) of Dist. 6~~ if you have questions or would like more information on the system they use.

We should also keep track of reviewed utility plans. Each district will have to develop a way of tracking these reviewed plans. A spreadsheet or database with geographic information (such as quarter/quarter/section/town/range) should be included in the data so that it can be tied to a GIS system in the future. If you want to keep copies of the plans you approve, you must consider the storage space requirements and the retention period.

I don't know how many utility plans we can anticipate. Initially, probably not many, since it only applies to land divisions created after Feb. 1. However, since many land divisions are in growing areas, we could see some utility expansions into these areas in the near future. When someone creates a spreadsheet or database for tracking the utility plans, please let me know and I will share it with the other districts so that we avoid duplication of efforts. We can also discuss at our annual meeting in September.

The utility plan review process will have to be a joint effort of Planning and the utility coordinator. The utilities will probably bring things to the utility coordinator. The coordinator is the person most familiar with utility plans, jargon, etc., so the coordinator should work with Planning on this. Each district will have to develop a procedure for reviewing proposed utility installation plans.

There are timeframes established in the law. Utilities have to give us the following minimum notification:

Normal utility work **30 days** prior to starting work

Routine work **5 days** prior (single residential distribution facilities and similar inexpensive work. Would include all annual service connection permit-type of work)

Major utility work 60 days prior (includes transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines and facilities of similar magnitude.)

Obviously we have to reply prior to construction, and the sooner the better if we have problems with their plans.

We don't anticipate many notices of non-reimbursement. We hope that we can work with the utilities to find locations that don't pose a future conflict. If you do run into a situation where you need a notice of non-reimbursement, let me know. I am responsible for working with the Office of General Counsel to develop a form to use for that. However, I am not actively pursuing that at this time. (There are other legal issues that are more important, such as Cooperative Acquisition.) When we need the form, let me know and I will work on that if I have not already done so. Remember, for something to be non-compensable, we have to file a notice of non-reimbursement. If the notice is not filed, the facility will be compensable.

This topic is something you should discuss with the land division reviewer in your district. Here is a list of who they are:

1 Tammy Williamson & Lori Hornbeck (4/01)
2 Sue Voight & Charlie Gilbertson (4/01)
3 Dave Andre & Jackie Eisch (4/01)
4 Donna Yanda
5 Mike Lenz (4/01)
6 Diane Schermann (4/01)
7 Bob Winat (4/01)
8 Kathy Nault (4/01)

If you have any more questions about this, let me know. I've tried to cover everything, but I may have missed something. It's new and we haven't thought of everything I'm sure.

Ch. Trans 233.015 Wis. Adm. Code Definitions.

(6) "Public utility" means any corporation, company, individual or association that furnishes products or services to the public, and that is regulated under ch. 195 or 196, Stats., including railroads, telecommunications or telegraph companies, and any company furnishing or producing heat, light, power, cable television service or water, or a rural electrical cooperative, as described in s. 32.02 (10), Stats.

(9) "Utility facility" means any pipe, pipeline, duct, wire line, conduit, pole, tower, equipment or other structure used for transmission or distribution of electrical power or light or for the transmission, distribution or delivery of heat, water, gas, sewer, telegraph or telecommunication service, cable television service or broadcast service, as defined in s. 196.01 (1m), Stats.

History: Cr. Register, January, 1999, No. 517, eff. 2−1−99; cr. (1m), (1r), (2m), (5m), (6m), (6r), (7m) and (8m), Register, January, 2001, No. 541, eff. 2−1−01.

Ch. Trans 233.08 Wis. Adm. Code Setback requirements and restrictions.

(1) Except as provided in this section or in s. Trans 233.11 or, with respect to connecting highways, as provided in s. 86.16 (1), Stats., no person may erect, install or maintain any structure or improvement within a setback area determined under sub. (2) or (3).

(2) (a) Except as provided in par. (b), the setback area is the area within 110 feet of the centerline of a state trunk highway or connecting highway or within 50 feet of the nearer right−of−way line of a state trunk highway or connecting highway, whichever is furthest from the centerline.

(b) If an applicable ordinance allows structures or improvements to be located closer to the right−of−way of a state trunk highway or connecting highway than is provided under par. (a), the setback area is the area between the right−of−way and the more restrictive of the following:

1. The distance allowed under the ordinance.
2. 42 feet from the nearer right−of−way line.
3. 100 feet from the centerline.

(c) At least once every 2 years, the department shall produce general reference maps that generally identify major intersections and the highways specified in subds. 1. to 5. The department may reduce or extend, by not more than 3 miles along the highway, the area subject to a setback established under par. (a) or (b) to establish logical continuity of a setback area or to terminate the setback area at a readily identifiable physical feature or legal boundary, including a highway or property boundary. Persons may seek special exceptions to the setback requirement applicable to these major intersections and highways, as provided in s. Trans 233.11(3). The setback area established under par. (a) or (b) applies only to major intersections and to highways identified as:

1. State trunk highways and connecting highways that are part of the national highway system and approved by the federal government in accordance with 23 USC 103(b) and 23 CFR 470.107(b).
2. State trunk highways and connecting highways that are functionally classified as principal arterials in accordance with procedure 4−1−15 of the department's facilities development manual dated July 2, 1979.
3. State trunk highways and connecting highways within incorporated areas, within an unincorporated area within 3 miles of the corporate limits of a first, second or third class city, or within an unincorporated area within 1_ miles of a fourth class city or a village.
4. State trunk highways and connecting highways with average daily traffic of 5,000 or more.
5. State trunk highways and connecting highways with current and forecasted congestion projected to be worse than level of service "C," as determined under s. Trans 210.05 (1), within the following 20 years.

Note: The National Highway System (NHS) includes the Interstate System, Wisconsin's Corridors 2020 routes, and other important routes. Highways on the NHS base system were designated by the Secretary of USDOT and approved by Congress in the National Highway System Designation Act of 1995. NHS Intermodal Connector routes were added in 1998 with the enactment of the Transportation Equity Act for the 21st Century. Modifications to the NHS must be approved by the Secretary of USDOT. Guidance criteria and procedures for the functional classification of highways are provided in (1) the Federal Highway Administration (FHWA) publication 'Highway Functional Classification−−Concepts, Criteria and Procedures" revised in March 1989, and (2) former ch. Trans 76. The federal publication is available on request from the FHWA, Office of Environment and Planning, HEP−10, 400 Seventh Street, SW., Washington, DC 20590. Former ch. Trans 76 is available from the Wisconsin Department of Transportation, Division of Transportation Investment Management, Bureau of Planning. The results of the functional classification are mapped and submitted to the Federal Highway Administration (FHWA) for approval and when approved serve as the official record for Federal−aid highways and one basis for designation of the National Highway System. In general, the highway functional classifications are rural or urban: Principal Arterials, Minor Arterials, Major Collectors, Minor Collectors, and Local Roads. The definition of "level of service" used for this paragraph is the same as in ss. Trans 210.03(4) and 210.05(1) for purposes of the MAJOR HIGHWAY PROJECT NUMERICAL EVALUATION PROCESS. In general, the "level of service" refers to the ability of the facility to satisfy both existing and future travel demand. Six levels of service are defined for each type of highway facility ranging from A to F, with level of service A representing the best operating conditions and level of service F the worst. Department engineers will use the procedures outlined in the general design consideration guidelines in Chapter 11, Section 5 of the Wisconsin Department of Transportation's Facilities Development Manual to determine the level of highway service. Under the rule as effective February 1, 1999, s. Trans 233.08(1) provides 4 ways to erect something in a setback area (1) for utilities, follow the procedures set forth in the rule, (2) obtain a variance (now "special exception"), (3) for utilities, get local approval for utilities on or adjacent to connecting highways, or for utilities within the right of way of state trunk highways, get department approval (a mere "technical" exception), and (4) erect something that doesn't fall within the definition of "structure" or within the definition of "improvement." The provision below now adds a fifth "exception," (5) be 15 feet or more outside the right of way line of a defined and mapped set of highways.

(d) In addition to producing general reference maps at least once every 2 years that identify highways and intersections under par. (c), at least every 2 years the department shall also produce more detailed reference maps suitable for use in the geographic area of each district office.

(3) If any portion of a service road right−of−way lies within the setback area determined under sub. (2), the setback area shall be increased by the lesser of the following:

(a) The width of the service road right−of−way, if the entire service road right−of−way lies within the setback area. Any increase under this paragraph shall be measured from the boundary of the setback area determined under sub. (2).

(b) The distance by which the service road right−of−way lies within the setback area, if the entire service road right−of−way does not lie within the setback area. Any increase under this paragraph shall be measured from the nearer right−of−way line of the service road.

Note: For example, if a service road ROW extends 15 feet (measured perpendicularly to the setback) into the setback determined under sub. (2), and runs for a distance of 100 feet, the setback determined under sub. (2) shall be pushed 15 feet further from the centerline, running for a distance of 100 feet. See Graphic.

See Graphic on Page 4 of Figure 22-1

(3m) (a) Notwithstanding sub. (1), a public utility may erect, install or maintain a utility facility within a setback area.

(b) If the department acquires land that is within a setback area for a state trunk highway, as provided by this chapter, and on which a utility facility is located, the department is not required to pay compensation or other damages relating to the utility facility, unless the utility facility is any of the following:

1. Erected or installed before the land division map is recorded.
2. Erected or installed on a recorded utility easement that was acquired prior to February 1, 1999.
3. Erected or installed after the land division map is recorded but with prior notice in writing, with a plan showing the nature and distance of the work from the nearest right−of−way line of the highway, to the department's appropriate district office within a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, nor less than 60 days, before any major utility erection or installation work commences, if any utility work is within the setback.

Note: For purposes of this section, "major utility erection or installation work" includes, but is not limited to, work involving transmission towers, communication towers, water towers, pumping stations, lift stations, regulator pits, remote switching cabinets, pipelines, electrical substations, wells, gas substations, antennae, satellite dishes, treatment facilities, electrical transmission lines and facilities of similar magnitude. "Routine minor utility erection or installation work" refers to single residential distribution facilities and similar inexpensive work of less magnitude. The concept behind the flexible, "normal time of 30 days" standard for utility submission of notice and plans to the department is to encourage and require at least 60 days notice from utilities for larger, complex or expensive installations, but not for routine, minor utility work that has traditionally involved only a few days notice for coordination and issuance of utility permits by the department for which a minimum of 5 days notice is mandatory. However, the normal time for submission and review is 30 days. This notice and plan requirement does not apply to maintenance work on existing utilities.

4. Erected or installed before the land division map is recorded but modified after that date in a manner that increases the cost to remove or relocate the utility facility. In such a case, the department shall pay compensation or other damages related to the utility facility as it existed on the date the land division map was recorded, except that if the modification was made with prior notice in writing, with a plan showing the nature and distance of the work from the nearest right−of−way line of the highway, to the department's appropriate district office within a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, nor less than 60 days, before any major utility erection or installation work commences, if any utility work is within the setback, then the department shall pay compensation or other damages related to the utility facility as modified.

(c) If a local unit of government or the department acquires land that is within a setback area for a connecting highway as provided by this chapter and on which a utility facility is located, the department is not required to pay compensation or other damages relating to the utility facility, unless the utility facility is compensable under the applicable local setbacks and the utility facility is in any of the categories described in par. (b) 1. to 4.

Note: A "connecting highway" is not a state trunk highway. It is a marked route of the state trunk highway system over the streets and highways in municipalities which the Department has designated as connecting highways. Municipalities have jurisdiction over connecting highways and are responsible for their maintenance and traffic control. The Department is generally responsible for construction and reconstruction of the through lanes of connecting highways, but costs for parking lanes and related municipal facilities and other desired local improvements are local responsibilities. See ss. 84.02 (11), 84.03 (10), 86.32 (1) and (4), and 340.01 (60), Stats. A listing of connecting highways and geographic end points are available in the department's "Official State Trunk Highway System and the Connecting Highways" booklet that is published annually as of December 31.

(d) The department shall review the notice and plan to determine whether a planned highway project within a 6−year improvement program under s. 84.01 (17), Stats., or a planned major highway project enumerated under s. 84.013 (3), Stats., will conflict with the planned utility facility work. If the department determines a conflict exists, it will notify the utility in writing within a normal time of 30 days, but no more than 5 days, after receiving the written notice and plan for any routine, minor utility erection or installation work, nor more than 60 days, after receiving the written notice and plan for any major utility erection or installation work, and request the utility to consider alternative locations that will not conflict with the planned highway work. The department and utility may also enter into a cooperative agreement to jointly acquire, develop and maintain rights of way to be used jointly by WISDOT and the public utility in the future as authorized by s. 84.093, Stats. If the department and utility are not able to make arrangements to avoid or mitigate the conflict, the utility may proceed with the utility work, but notwithstanding pars. (b) and (c), the department may not pay compensation or other damages relating to the utility facility if it conflicts with the planned highway project. In order to avoid payment of compensation or other damages to the utility, the department is required to record a copy of its written notice to the utility of the conflict, that adequately describes the property and utility work involved, with the register of deeds in the county in which the utility work or any part of it is located.

Note: The Department will make the general and detailed maps readily available to the public on the internet and through other effective means of distribution.

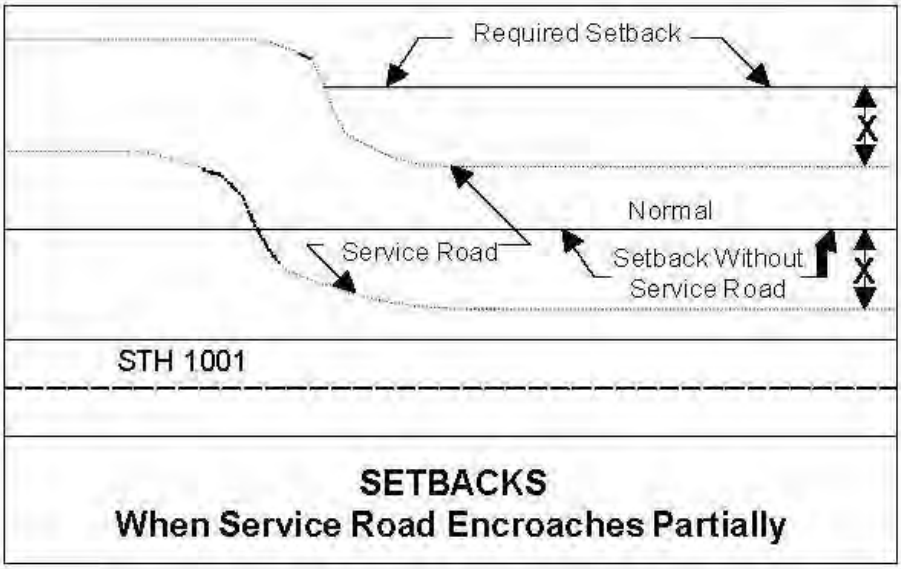
(3n) Any person may erect, install or maintain any structure or improvement at 15 feet and beyond from the nearer right−of−way line of any state trunk highway or connecting highway not identified in s. Trans 233.08 (2) (c). Any person may request a special exception to the setback requirement established under this subsection, as provided in s. Trans 233.11 (3). This subsection does not apply to major intersections or within the desirable stopping sight distance, as determined under procedure 11−10−5 of the department's facilities development manual dated June 10, 1998, of the intersection of any state trunk highway or connecting highway with another state trunk highway or connecting highway. This subsection does not supersede more restrictive requirements imposed by valid applicable local ordinances.

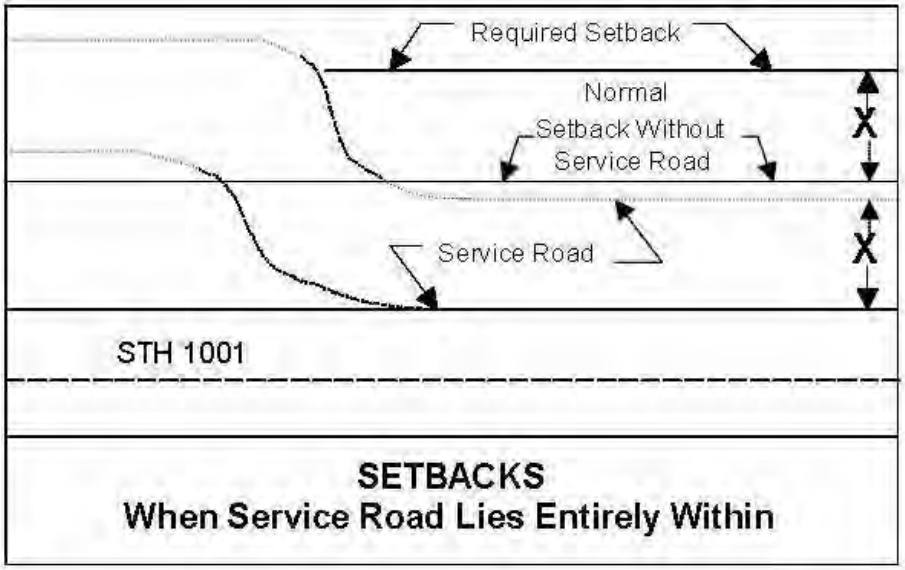
Note: Technical figures 2, 3, 3m, 4, 4m, 5, 6 and 6m within Procedure 11−10−5 have various dates other than June 10, 1998 or are undated.

(4) The land division map shall show the boundary of a setback area on the face of the land division map and shall clearly label the boundary as a highway setback line and shall clearly show existing structures and improvements lying within the setback area.

(5) The owner shall place the following restriction upon the same sheet of the land division map that shows the highway setback line: "No improvements or structures are allowed between the right−of−way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department." If on a CSM there is limited space for the above restriction on the same sheet that shows the setback line, then the following abbreviated restriction may be used with the standard restriction placed on a subsequent page: "Caution − Highway Setback Restrictions Prohibit Improvements. See sheet _____."

History: Cr. Register, January, 1999, No. 517, eff. 2−1−99; cr. (2) (c), (d) and (3n), Register, January, 2001, No. 541, eff. 2−1−01


Required Setback
X
Normal
Service Road
Setback Without
Service Road
X
STH 1001
SETBACKS
When Service Road Encroaches Partially


Required Setback
Normal
Setback Without
Service Road
X
Service Road
X
STH 1001
SETBACKS
When Service Road Lies Entirely Within

TRANS 233 NOTIFICATION TO CONSTRUCT AND OPERATE UTILITY FACILITIES ADJACENT TO HIGHWAY RIGHT-OF-WAY

Wisconsin Department of Transportation

DT1733 9/2005 (Trans. 220 WI Admin. Code)

Location Description – Quarter section, section, township, range, etc. To each copy of the application, attach one copy of the sketch showing location	Proposed Work Location
T20N R24E Section 16 NE Quarter	☒ Town ☐ Village ☐ City of Wolf River County Winnebago
Applicant Name and Address ABC Power Company 789 Easy Street Black Wolf, WI 58899	Anticipated Construction Starting Date July 1, 2005 Applicant Work Order (If any) EZ4556 Date of Trans. 233 Notification Submitted January 1, 2005

Highway	Utility Facility/Work Type		Line Orientation
☐ STH	☒ Electric	☒ Gas/Petroleum	☐ Overhead
☒ USH 10	☐ Communications	☐ Sanitary Sewer	☐ Underground
☐ Interstate	☐ Water		

Note: The Wisconsin Department of Transportation (DOT) has a normal time of 30 days, but no less than 5 days, before any routine, minor utility erection or installation work commences, or less than 60 days before any major utility erection or installation work commences, to respond to the utility regarding the utility project. If the DOT's response is not made within these time frames, this utility project is eligible for future compensation in accordance with the DOT's utility reimbursement policy.

Name of Utility Person Responsible for Notification	Area Code - Telephone Number
Bob Builder	920-555-2121

The proposed utility installation, as identified above and shown on the attached drawings is not in conflict with the Six-Year Highway Improvement Program or Major Projects and is in compliance with the "Wisconsin Department of Transportation's Utility Accommodation Policy", current edition, and Wisconsin Administrative Code, Trans. 233. Future relocation is reimbursable to the utility in conformance with the Department's utility reimbursement policy.

☒ Yes, this project is compatible with known DOT projects ☐ No, a conflict exists

(For Wisconsin Department of Transportation) (Date)

(Title) (Area Code - Telephone Number)

Wisconsin Department of Transportation

Date

Name
Utility Company
Street
City
Dear Mr/Ms __:

RE: Proposed Utility Location in Highway Setback
WisDOT Trans 233 Review Approval
Name or Identifier of Subdivision
MUNICIPALITY
¼ ¼ Section, Town, Range ***(may be multiple sections on a long project)***
COUNTY
STH

We have reviewed the proposed utility installation at the above location and have found no conflict with planned WisDOT highway improvement projects.

Any facilities placed in easements within the "highway setback" as shown on the proposed plan will be compensable in the event they must be adjusted to accomodate a future highway project.

I have signed and returned the "**Trans 233 Notification To Construct And Operate Utility Facilities Adjacent To Highway Right of way**" form which you submitted to our office. *Optional, use only if they submitted Form DT1733.*

Sincerely,

Name

Region Trans 233 Review Coordinator or Utility Coordinator
Telephone Number

Wisconsin Department of Transportation

Date

Name
Utility Company
Street
City
Dear Mr/Ms __:

RE: Proposed Utility Location in Highway Setback
WisDOT Trans 233 Review <u>Objection</u>
Name or Identifier of Subdivision
MUNICIPALITY
¼ ¼ Section, Town, Range ***(may be multiple sections on a long project)***
COUNTY
STH

We have reviewed the proposed utility installation at the above location and have found potential conflicts with a planned highway improvement project. We request that you make the following changes:

Provide details as to what they must do to avoid conflicts. Include highway plan sheets, cross sections, and construction details if available. The required depths of the utility facility should also be provided, if relevant.

If you have any questions regarding our planned project, please contact __, the project manager on this project, at (XXX) XXX-XXXX.

Thank you for your cooperation in this matter. These changes will reduce the possibility that your facilities will have to be adjusted in conjunction with our proposed project. In the event that our plans change, and you do have to make adjustments, you will be compensated for that work, provided you abide by the above request.

If you do not make the requested changes, any facilities placed in easements within the "highway setback" as shown on the proposed plan will **<u>NOT</u>** be compensable in the event they must be adjusted to accomodate a future highway project.

I have signed and returned the "**Trans 233 Notification To Construct And Operate Utility Facilities Adjacent To Highway Right of way**" form which you submitted to our office noting that there <u>are</u> conflicts with our proposed plans. If you resubmit the form after making the above requested changes to your plans, I will check the "Yes" box on this form and you will be eligible for future compensation. *Optional, use only if they submitted Form DT1733.*

Sincerely,

Name
Region Trans 233 Review Coordinator or Utility Coordinator
Telephone Number

23.1 General

Budgeting and scheduling a utility relocation for a highway project can be problematic for utility companies. In an effort to reduce the problems associated with budgeting for a project, WisDOT created a loan program whereby a utility could obtain a loan to do facility relocations prior to the start of the highway project. Wis. Stat. s. 84.065 (see Attachment 23.1.1) and Ch. Trans 30 Wis. Adm. Code (see Attachment 23.1.2) established the loan program.

23.2 Eligibility

To be eligible for a loan, the applicant must fit the definition of "public utility" as defined in Wis. Stat. s.196.01(5) or be a telecommunications carrier as defined in Wis. Stat. s. 196.01(8m).

The applicant must have been in business in Wisconsin for a continuous period of not less than 5 years prior to the date of the loan application.

The applicant may not have a total of more than $200,000 in loan funds outstanding under this program at one time.

The work involved must be related to a highway improvement project on the State Trunk Highway or Connecting Highway system, where "improvement" has the meaning given in Wis. Stat. s. 84.06(1).

> **84.06 Highway construction. (1)** DEFINITIONS. In this section, "improvement" or "highway improvement" includes construction, reconstruction and the activities, operations and processes incidental to building, fabricating or bettering a highway, public mass transportation system or street, but not maintenance.

Exclusions:

- Work that is reimbursable by the department under other policies or programs is not eligible for a loan.
- Work that is not adversely affecting the ability of WisDOT's highway contractor to start, progress and complete a highway improvement in accordance with the programmed highway construction schedule is not eligible for a loan.
- Work that is to be carried out concurrent with highway construction is not eligible for a loan.

23.3 Loan Requirements/Restrictions

The loan may be repaid without interest before the date on which the contract for the highway improvement project, which the work is associated with, is awarded.

The loan shall require the payment of interest on the outstanding balance of the loan that is not repaid by the date on which the highway improvement project is awarded, accruing from the date on which that contract is awarded. Interest shall be charged at a rate equal to the weekly prime rate for the week prior to the date on which the contract is awarded, as reported by the Federal Reserve board in Federal Reserve statistical release H. 15, plus 1%.

The loan agreement shall require repayment of the principal and payment of any accrued interest within one year of the date on which the contract is awarded.

The loan request must be for at least $20,000 but not more than $200,000.

WisDOT may not loan funds more than two years before, or within 90 days of, the scheduled letting of the related highway construction contract.

The utility's records are subject to audit by the Department. The records shall be retained for at least 3 years from the date the loan was repaid.

The total outstanding balance of all loans under this program may not exceed $500,000.

23.4 Loan Application Process

1. Utility fills out a Loan Application and submits it to the Region Office. See Attachment 23.4.1

2. The Region determines if the application is in compliance with Wis. Stat. s.84.065 and Ch. Trans. 30 Wis. Adm. Code within 45 days of receipt.

3. If the Region supports the loan request, they submit the application to the Utility & Access Unit of the Bureau of Technical Services for review within 10 days of the completion of the Region's review.

4. The Utility & Access Unit reviews the application and, if in agreement, the Director of the Bureau of Technical Services approves/denies the loan application within 30 days of receipt.

5. The Utility & Access Unit notifies the Region of the approval/denial and the Region sends a letter to the utility notifying them that the application was approved/denied and, if approved, sends the applicant a Utility Loan Agreement (see Attachment 23.4.2) to be executed by the utility. Attachment 23.4.3 is an example cover letter for an approved loan application.

6. The utility returns the signed agreement to the Region. The Region forwards the agreement to the Utility & Access Unit for signature by the Director of the Bureau of Technical Services. NOTE: A loan agreement is void unless it is executed within 60 days of the approval of the loan application.

7. The signed agreement is returned to the Region. The Region sends a copy of the agreement to the utility along with a cover letter explaining the disbursement of funds procedure.

8. The utility notifies the department when they are ready to start work within 30 days of the receipt of loan funds.

9. The department shall disburse the full amount of the approved loan to the recipient within 30 days of receipt of written notice from the recipient that the relocation or alteration work for which the loan was approved will commence within 30 days after receipt of the loan funds.

10. The loan is repaid according to the terms of the agreement.

Attachment 23.4.4 is a log for tracking the various steps of the utility loan application and approval process.

84.065 RAILROAD AND UTILITY ALTERATION AND RELOCATION LOAN PROGRAM

(1) PURPOSE. The purpose of this section is to promote the state's interest in preserving and improving state trunk and connecting highways by means of a program to provide loans for railroad and public utility alterations and relocations associated with highway improvement projects.

(2) DEFINITIONS. In this section:

(a) "Improvement" has the meaning given in s. 84.06 (1).

(b) "Public utility" has the meaning given in s. 196.01 (5) and includes a telecommunications carrier, as defined in s. 196.01 (8m).

(c) "Railroad" has the meaning given in s. 195.02 (1).

(3) ADMINISTRATION. The department shall administer a loan program to assist public utilities and railroads with the costs of utility and railroad alterations and relocations that are associated with state trunk and connecting highway improvement projects and that are not subject to reimbursement by the department. The department shall have all powers necessary and convenient to implement this section, including the following powers:

(a) To specify conditions of eligibility for loans under this section. Such conditions shall include the requirement that the utility or railroad alteration or relocation must be part of a planned state trunk or connecting highway improvement project.

(b) To receive applications for loans under this section and to prescribe the form, nature and extent of the information which shall be contained in applications.

(c) To establish standards for the approval of loans under this section.

(d) To enter into loan agreements with applicants to ensure the proper use and prompt repayment of loans under this section. The loan agreement shall permit the loan to be repaid without interest before the date on which the contract for the improvement project with which the utility or railroad alteration is associated is awarded. The loan agreement shall require the payment of interest on the outstanding balance of any loan that is not repaid by the date on which that contract is awarded, accruing from the date on which that contract is awarded. Interest shall be charged at a rate equal to the weekly prime rate for the week prior to the date on which the contract is awarded, as reported by the Federal Reserve board in Federal Reserve statistical release H. 15, plus 1%. The loan agreement shall require repayment of the principal and payment of any accrued interest within one year of the date on which the contract is awarded.

(e) To audit and inspect the records of loan recipients.

(4) FUNDS. Subject to s. 86.255, the department may make loans under this section from the appropriations under s. 20.395 (3) (bv) and (cv). The total outstanding balance of loans under this section may not exceed $500,000.

(5) RULES. The department may promulgate rules as necessary to implement this section.

History: 1989 a. 31; 1991 a. 39; 1993 a. 496; 1999 a. 9.
Cross Reference: See also ch. Trans 30, Wis. adm. code.

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Chapter Trans 30

RAILROAD AND PUBLIC UTILITY ALTERATION AND RELOCATION LOAN PROGRAM

Trans 30.01 Purpose and scope.
Trans 30.02 Definitions.
Trans 30.03 Eligibility.
Trans 30.04 Application procedures.
Trans 30.05 Standards for the approval of loans.
Trans 30.06 Loan agreement.
Trans 30.07 Disbursement of funds.
Trans 30.08 Prosecution of work.
Trans 30.09 Loan repayment.
Trans 30.10 Inspection of work.
Trans 30.11 Audit and inspection of records.

Trans 30.01 Purpose and scope. The purpose of this chapter is to provide loans to railroad and public utility companies to encourage them to alter or relocate their facilities in advance of the department awarding contracts on state trunk and connecting highway improvement projects where such alteration or relocation work is not otherwise reimbursable by the department. Loans shall be repaid with or without interest, as prescribed in s. 84.065 (3) (d), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.02 Definitions. (1) The definition of words and phrases in s. 84.065(2), Stats., apply to this chapter. In this chapter:

(2) "Alteration" means changing, modifying or adjusting railroad or public utility facilities.

(3) "Applicant" means a railroad company or a public utility company applying for a loan under this chapter.

(4) "Connecting highway" has the meaning given in s. 340.01 (9), Stats.

(5) "Department" means the department of transportation.

(6) "Improvement" has the meaning given in s. 84.06 (1), Stats.

(7) "Loan agreement" means a signed document which sets forth the understandings between an applicant and the department for alteration or relocation of facilities and disbursement and repayment of funds.

(8) "Loan ceiling" means the maximum amount of money that the department will loan to a single applicant.

(9) "Recipient" means a railroad or public utility company granted a loan under this chapter.

(10) "Relocation" means establishing an existing railroad or public utility facility in a new place.

(11) "Secretary" means the secretary of transportation.

(12) "State trunk highway" has the meaning given in s. 340.01 (60), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.03 Eligibility. (1) STATE TRUNK OR CONNECTING HIGHWAY IMPROVEMENT PROJECT. Only a railroad or a public utility is eligible for a loan under this chapter. An alteration or relocation project shall be part of a planned state trunk or connecting highway improvement project to qualify for a loan under this chapter.

(2) EXCLUSIONS. (a) Alteration or relocation work which is reimbursable by the department under other policies or programs is not eligible for a loan under this chapter.

(b) Alteration or relocation projects not adversely affecting the ability of the department's highway contractor to start, progress, and complete a highway improvement in accordance with the programmed highway construction schedule are not eligible for a loan under this chapter.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.04 Application procedures. (1) APPLICATION PACKET. Applicants may contact either the department's chief utilities engineer or the utilities engineer of a department district office for an application packet containing the application requirements and a description of the application screening, evaluation and loan availability process.

Note: The central office address is Chief Utilities Engineer, Wisconsin Department of Transportation, P.O. Box 7916, Madison, WI 53707.

(2) REVIEW PROCESS. Completed applications shall be sent for initial review and recommendation to the department's district office in which the alteration or relocation work is to take place. Applications shall be accepted by the department throughout the year. Applications will not be evaluated for eligibility unless all information required in the application packet is complete. The district office's review shall be completed within 45 days of the receipt of the application material and the district office's recommendation shall be reported to the applicant within 10 days following completion of the district office's review. Applications recommended for approval by the district office shall be forwarded to the department's state design engineer for highways within 10 days following completion of the district office's review. The department shall notify the applicant of its final decision within 30 days of receipt of the district office's recommendation by the state design engineer for highways.

(3) INFORMATION REQUIREMENTS. (a) An application shall demonstrate an applicant's need to alter or relocate its facilities consistent with s. Trans 30.01, and include the following minimum information:

1. An acknowledgement that the applicant will comply with all federal and state laws and local ordinances relating to the alteration or relocation of its facilities.

2. A narrative description, supported by exhibits, plats, maps and an estimate of cost with manhours, quantities, bill of materials and unit costs, of all work to be performed with the loan funds.

3. A statement indicating whether additional land interests are required to accomplish the alteration or relocation work. If additional land interests are required, the applicant shall provide plats, maps and descriptions of the required land interests, and shall indicate whether it will acquire the additional land interests or whether it will occupy lands acquired by the department for highway purposes.

4. A schedule, including specific calendar dates, for starting and completing the work, including dates for completion of significant intermediate phases of the work.

(b) The department may require supplemental information to complete its review of an application. The department shall notify an applicant in writing of any supplemental information required and shall set reasonable deadlines for the receipt of this information. If the supplemental information is not received by the deadlines established, the department may remove the application from consideration.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.05 Standards for the approval of loans. (1) CRITERIA. The department may approve applications that satisfy the following criteria:

(a) The eligibility requirements of s. Trans 30.03.

(b) The applicant has been in business in Wisconsin for a continuous period of not less than 5 years prior to the date of the loan application.

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(c) The loan request is for at least $20,000 but not more than $200,000.

(d) A demonstration of the ability of the applicant to repay the loan within the time frame prescribed in s. Trans 30.09.

(e) An applicant may not have a total of more than $200,000 in loan funds outstanding under this program at one time.

(f) Sufficient funds are available.

(2) COMPATIBILITY WITH IMPROVEMENT PROGRAM. (a) The department may not grant a loan unless it determines that an application is compatible with the department's highway improvement program construction schedules.

(b) The department shall consider loan applications on the basis of state–wide needs and importance.

(c) The department may not loan funds more than 2 years before, or within 90 days of, the scheduled letting of a highway construction contract.

(d) The department may not loan funds to finance work to be carried out concurrent with highway construction.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.06 Loan agreement. (1) An applicant with an approved loan application shall execute a loan agreement with the department on a form approved by the department.

(2) A loan agreement is void unless it is executed by an applicant and by the department within 60 days of approval of the loan application by the department.

(3) Recipients are subject to all relevant statutes, rules, and agreements of the department, including the obligation to obtain a permit from the department to occupy highway rights–of–way.

(4) The amount of loan provided by the department shall be stated in the loan agreement.

(5) Recipients shall make periodic progress reports to the department if required by the agreement.

(6) The department shall require repayment of loan funds advanced to a recipient if the railroad or public utility alteration or relocation project for which the loan funds are granted is not completed in accordance with all terms of the loan agreement.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.07 Disbursement of funds. After a loan agreement is executed in accordance with s. Trans 30.06, the department shall disburse the full amount of the approved loan to the recipient within 30 days of receipt of written notice from the recipient that the relocation or alteration work for which the loan was approved will commence within 30 days after receipt of the loan funds.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.08 Prosecution of work. (1) Upon receipt of loan funds, the recipient shall carry out the alteration or relocation work for which the loan was approved to completion in a timely and expeditious manner in accordance with a schedule approved by the department.

(2) The recipient may not suspend or delay work without approval of the department.

(3) The department may not unreasonably withhold approval for suspension or delay of the recipient's work if there is just cause for the delay or suspension.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.09 Loan repayment. (1) Loans may be repaid with or without interest, as prescribed in the loan agreement. The interest rate shall be as prescribed in s. 84.065 (3) (d), Stats.

Note: Principal and interest, if any, shall be repaid within one year of the date the highway construction improvement contract is awarded, s. 84.065 (3) (d), Stats.

(2) In the event alteration or relocation work for which the loan was approved is suspended or delayed for more than 90 days as approved under s. Trans 30.08, the recipient shall, upon the department's request, refund to the department the outstanding balance of any loan, plus interest as prescribed in s. 84.065 (3) (d), Stats.

(3) The recipient shall refund to the department the outstanding balance of any loan after completion of the alteration or relocation work for which the loan was approved, plus interest as prescribed in s. 84.065(3)(d), Stats.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.10 Inspection of work. The department may inspect the alteration or relocation work for which the loan was approved, without prior notice and at reasonable times, for compliance with the provisions of the loan application and the loan agreement.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

Trans 30.11 Audit and inspection of records. The department may audit and inspect the records of a recipient to ascertain that the costs for the alteration or relocation work for which the loan was approved are in substantial conformity with the approved loan application. Recipients shall retain all records related to a loan granted under this chapter for at least 3 years from the date the loan was repaid, and shall make these records available for inspection and copying by the department upon request.

History: Cr. Register, January, 1991, No. 421, eff. 2–1–91.

APPLICATION INSTRUCTIONS

RAILROAD AND UTILITIES ALTERATION AND RELOCATION LOAN PROGRAM

1. Read the attached Administrative Rule Trans. 30 to confirm eligibility.

2. Complete Application.

3. Complete Statement of Work/Estimate of Cost.

4. Submit all of the above in triplicate to the WisDOT office in which region the work will be performed along with a letter of transmittal signed by an officer of applicant and containing:

    a. An acknowledgement that applicant will comply with all federal and state laws and local ordinances relating to the alteration or relocation of its facilities.
    b. A statement indicating whether additional land interests are required to accomplish the alteration or relocation work. If additional land interests are required, provide plats, maps and descriptions of the required land interests, and indicate whether the applicant will acquire the additional land interests or whether it will occupy lands acquired by WisDOT. If applicant will acquire lands, indicate status of acquisition.
    c. Statement indicating when the loan will be repaid.

RAILROAD/UTILITIES ALTERATION AND RELOCATION LOAN PROGRAM

APPLICATION

Application Date:	Name of Road/Utility:
Mailing Address:	City, State, and Zip Code:
Street Address (If Different):	City, State, and Zip Code:

Railroad/Utility Contact Person(s):

Name:	Name:
Title:	Title:
Telephone No.:	Telephone No.:

Railroad Utility Person(s) Authorized To Execute The Agreement:

Name:	Name:
Title:	Title:
Telephone No.:	Telephone No.:

Applicant Is A (Check One):

☐ PUBLIC UTILITY as defined in s. 196.01(5) or s. 196.01(8m) WISCONSIN STATUTES

☐ RAILROAD as defined in s. 195.02(1) WISCONSIN STATUTES

AMOUNT OF LOAN REQUEST: _____

Note: Minimum amount is $20,000, maximum amount is $200,000.

Related Highway Project ID:	Section:
Highway:	County:
Letting Date:	

Benefits to WisDOT of performing alteration or relocation work in advance of awarding highway improvement project contract:

Date of Charter or Incorporation of Railroad/Utility:
Length of time applicant has done business in Wisconsin:
Other loans with WisDOT under this program:

Status of WisDOT Permit (if needed):

Construction Schedule

	Estimated Date
Materials available:	
Mobilization:	
Begin Field Relocation:	
Significant Construction Milestones (if any):	
1.	
2.	
3.	
Complete Field Relocation:	
Final Project Accounting Complete:	
Final Accounting Cost Data Furnished to WisDOT:	

ESTIMATE

Provide a narrative description of work to be performed with supporting exhibits, plats, and maps. Attach an estimate of project cost with labor classifications, materials, equipment, quantities and unit costs. (Similar to a compensable utility or railroad agreement.)

Approved For Wisconsin Department of Transportation by:

Bureau of Technical Services Director

Date

RAILROAD AND PUBLIC UTILITY ALTERATION AND RELOCATION LOAN AGREEMENT

BETWEEN

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

AND

_____ RAILROAD/PUBLIC UTILITY

ARTICLE 1

The parties to this contract are the Wisconsin Department of Transportation (WisDOT) and _____ Railroad/Public Utility.

ARTICLE 2

The requirements set forth in Wis. Stat. s. 84.065, and Wis. Admin. Code ch. Trans 30, are incorporated in this contract.

ARTICLE 3

WisDOT shall lend the Railroad/Public Utility [$]. WisDOT shall disburse the full amount to the Railroad/Public Utility within 30 days after WisDOT receives from the Railroad/Public Utility a written notice of intent to commence the alteration or relocation work identified in the attached loan application, as provided in Wis. Admin. Code ch. Trans 30.07.

ARTICLE 4

The Railroad/Public Utility shall commence work on the alteration or relocation project identified in the attached loan application within 30 days after receiving the funds paid by WisDOT under Article 3.

ARTICLE 5

The Railroad/Public Utility shall complete the alteration or relocation project by not later than _____.

ARTICLE 6

The Railroad/Public Utility shall provide WisDOT with periodic reports on the progress of the alteration or relocation project within 10 days of the following dates:

ARTICLE 7

WisDOT reserves the right to audit and inspect the records of the Railroad/Public Utility, as authorized in Wis. Admin. Code ch. Trans 30.11.

ARTICLE 8

WisDOT reserves the right to inspect the alteration or relocation project identified in the attached loan application without prior notice and at reasonable times, as authorized in Wis. Admin. Code ch. Trans 30.10.

ARTICLE 9

The Railroad/Public Utility shall immediately repay all of the funds identified in Article 3 if the alteration or relocation project is not completed in accordance with the terms of this agreement.

The Railroad/Public Utility may repay all of the funds identified in Article 3 without interest before the date on which the contract for the highway improvement project associated with the alteration or relocation project is awarded.

The Railroad/Public Utility shall repay all of the funds identified in Article 3, with interest as prescribed in Wis. Stat. section 84.065(3)(d), within one year after the highway improvement contract associated with the alteration or relocation project is awarded.

ARTICLE 10

WisDOT represents and warrants that it has the power and authority to enter into this Agreement under Wis. Stat. section 84.065.

ARTICLE 11

The Railroad/Public Utility shall save and hold WisDOT, its officers, employees and agents, harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation of the Railroad/Public Utility, its officers, employees or agents, its contractors, or its contractors' agents, servants, subcontractors or employees, or which arise out of or are connected with, or are claimed to arise out of or be connected with, any act, omission or operation which happens, or is alleged to have happened, in or about a place where such act, omission or operation is performed or should be performed or in the vicinity thereof: (1) while a Railroad/Public Utility contractor or subcontractor is performing its work on the approved project, or (2) during the period this Agreement between WisDOT and the Railroad/Public Utility is in effect, or (3) while any of the Railroad/Public Utility's contractor's or subcontractor's property, equipment, or personnel, are in or about such place or the vicinity thereof by reason of or as a result of the performance of Railroad/Public Utility's contractor's or subcontractor's operations including, without limiting the applicability of the following: all liabilities, damages, losses, claims, demands and actions on account of personal injury, death or property loss to WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, or to any other person or legal entity whether based upon, or claimed to be based upon, contract or tort or having its basis in worker's compensation under federal or state statutes or having any other code, or statutory basis, or based upon administrative laws or other provisions, or other liability of WisDOT, the Railroad/Public Utility, or any other persons, and whether or not caused or claimed to have been caused by the negligence, or other breach of duty by WisDOT, its officers, employees, agents, contractors, subcontractors or frequenters, the Railroad/Public Utility, its officers, employees, agents, contractors, subcontractors or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands and actions indemnified against shall include all liability, damage, loss, claims, demands and actions for trade-mark, copyright or patent infringement, for unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution or any other infringement of personal or property rights of any kind whatsoever. The Railroad/Public Utility shall cause its contractors to, at its or their own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claim, demand or action identified in this section.

ARTICLE 12

The WisDOT officials authorized to execute any changes in the terms, conditions, or amounts in the Agreement on behalf of WisDOT are the Secretary or Deputy Secretary of WisDOT or the Administrator of the Division of Transportation System Development of WisDOT. The Railroad/Public Utility official authorized to execute any changes in the terms, conditions, or amounts herein on behalf of the Railroad/Public Utility is _____.

ARTICLE 13

This Agreement shall be binding upon and inure to the benefit of the parties to this contract and their respective successors and assigns. The Railroad/Public Utility's rights under this Agreement shall not, however, be assignable whether by way of assignment, sublease, license or otherwise, directly or indirectly, without WisDOT's prior written consent.

ARTICLE 14

If any term, covenant, condition or provision of this Agreement, or its application to any party or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, condition or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 15

No term or provision of this Agreement or any of its attachments may be changed, waived, or terminated orally, but only by an instrument in writing signed by both parties to this Agreement.

ARTICLE 16

The parties to the Agreement shall be excused from the scheduled performance of their respective obligations under the Agreement occasioned by an event beyond their respective control (not due to their own fault, actions, or inactions), which shall include, without limitation: acts of God; strikes or other labor troubles; explosions, fires, vandalism, or malicious mischief; or other causes beyond the reasonable control of the parties. Such excuse shall remain, however, only so long as the event excusing performance shall continue and shall not excuse continued non-performance thereafter.

ARTICLE 17

(a) The Railroad/Public Utility agrees that facilities or equipment shall not be acquired, constructed, or improved as a part of this approved project unless such facilities or equipment are designed and equipped to limit water and air pollution in accordance with all applicable state and federal standards, statutes, and regulations.
(b) The Railroad/Public Utility agrees to conduct all aspects of the approved project in compliance with all the requirements of Section 114 of the Clean Air Act, 42 USC 7414, and of Section 308 of the Federal Water Pollution Control Act, 33 USC 1318, and of all applicable regulations issued under those Acts.
(c) The Railroad/Public Utility agrees that the environmental impact of the approved project has been assessed in accordance with the requirements of the Wisconsin Environmental Policy Act, Wis. Stat. section 1.11.
(d) The Railroad/Public Utility agrees to include, or cause to be included, the criteria and requirements contained in this section in any contract or subcontract under which any of the obligations incurred are to be paid from funds provided under this Agreement.

ARTICLE 18

(a) In connection with the performance of work under this Agreement, the Railroad/Public Utility agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, sexual orientation, or national origin. The Railroad/Public Utility agrees to take affirmative action to ensure equal employment opportunities, except with respect to sexual orientation. 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. The Railroad/Public Utility agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by WisDOT setting forth the provisions of this nondiscrimination clause.
(b) Pursuant to Wis. Stat. section 16.765, the Railroad/Public Utility shall insert into all agreements entered into by it in connection with the approved project, and shall require its contractors to insert in each of their subcontracts, the provision in paragraph (a), except that the word "Railroad/Public Utility" shall be stricken and replaced by the word "contractor" and the word "WisDOT" shall be stricken and replaced by "Railroad/Public Utility."
(c) The Railroad/Public Utility shall comply with the following laws, policies, regulations, and pertinent directions as may be applicable and will require its contractors and subcontractors through contractual agreement to similarly comply:

1) Title VI of the Civil Rights Act of 1964, 78 Statutes. 252, 42 U.S.C. 2000d et seq.

2) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601 et seq.

3) Subchapter II of Wis. Statute Chapter 111.

ARTICLE 19

(a) The Railroad/Public Utility assures WisDOT that funds received under this Agreement will be used solely for the purposes for which the assistance is granted and in conformance with any limitations on any allowable expenditures set forth under the federal or state laws applicable to the funds granted.
(b) The Railroad/Public Utility accepts all attendant responsibilities and liabilities associated with its use of WisDOT grant funds including, if applicable, liability for accidents and responsibility for erection and maintenance of fencing and other safety and protective devices.

ARTICLE 20

This Agreement and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

ARTICLE 21

This agreement is void unless it is executed by the parties within 60 days of WisDOT's approval of the Railroad/Public Utility's loan application.

ARTICLE 22

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

RAILROAD/PUBLIC UTILITY

Signature Date

Title

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION SYSTEM DEVELOPMENT

Division Administrator Date

STATE OF WISCONSIN
OFFICE OF THE GOVERNOR

Governor Date

Wisconsin Department of Transportation

May 15, 2001

Sam Grandys
Rock River Telephone Company
1234 Fort Wayne Drive
Barnes, WI 54873

Dear Mr. Grandys:

I am pleased to inform you that your company's loan application pursuant to Wis. Stat. 84.065 and Ch. Trans 30 Wis. Adm. Code has been approved.

Enclosed is a loan agreement form that must be signed by your company and returned to WisDOT within 30 days of the date of this letter.

After our Central Office executes the loan agreement, the department will disburse the full amount of the approved loan within 30 days of receipt of written notice from your company that the utility relocation work will commence within 30 days after receipt of the loan funds.

The repayment of the loan will be as specified in the loan agreement. The associated highway improvement project (5225-02-71) is scheduled to be let on March 10, 2003.

If you have any question regarding the loan agreement please contact me.

Sincerely,

Patrick Robert Fasick
Region Utility Coordinator
(608) 266-3438

UTILITY LOAN APPLICATION TRACKING LOG

TASK	DATE	DATE COMPLETE
Application received (Region review 45 days)		
Region submits to the Utility Engineer in the Bureau of Technical Services Utility & Access Unit for review (Region submits within 10 Days of completed review).		
Utility & Access Unit reviews, then sends to Director of the Bureau of Technical Services for approval/denial (30 days)		
Utility & Access Unit notifies Region, Region sends a letter to utility, includes Utility Loan Agreement.		
Utility signs agreement, returns to Region. Region forwards to Utility & Access Unit for signature of the Administrator and the Governor. (Must be executed within 60 days of approval of loan application).		
Utility & Access Unit returns Agreement to Region. Region sends signed agreement to utility, includes letter regarding disbursement of funds procedure.		
Utility notifies department when ready to start work within 30 days after utility gets loan funds.		
Department disburses full amount of loan (within 30 days of written notice).		
Work complete.		
Loan repayment/File closed		

24.1 General

State Highway Rehabilitation-Maintenance (SHRM) projects are described in the State Highway Maintenance Manual (HMM) Policy 13.02 and the Facilities Development Manual (FDM) Procedure 3-1-5. Both of these documents state,

> "SHRM projects span the gap between routine maintenance and improvement projects. Their primary focus is to preserve and maintain existing roadways and structures. They are not intended to upgrade or improve highway facilities."

The HMM goes on to say, "For this reason, structural and/or safety enhancements would not typically be expected; however, it is permissible to include them when it can be done easily and inexpensively. Examples of safety enhancements are: milling to correct cross slopes, installing new or replacement guardrail, improving intersections by adding tapers and turn lanes and increasing radii, revising superelevations, and paving shoulders."

The level of utility coordination required for a SHRM project depends on the type of construction work involved. The designer should think about what the contractor needs to know, what impact the project will have on existing utility facilities, and what design information is available to provide to the utilities, when determining the level of coordination effort required. The utility coordination for SHRM projects may involve a field meeting with utility company personnel at the project site to discuss what work will be done.

24.2 Trans 220

Ch. Trans 220 Wis. Adm. Code (Trans 220) applies to "state trunk highway improvement projects which have utility facilities located on them." The definition of highway improvement projects is given in Attachment 1.4.5, which states ""highway improvement" includes construction, reconstruction and the activities, operations and processes incidental to building, fabricating or bettering a highway, public mass transportation system or street, but not maintenance." Any work that does not fit this definition is not required to follow the Trans 220 utility coordination process. It is important to note that "bettering a highway" is not considered maintenance.

Some SHRM projects will be Trans 220 projects and some will not be Trans 220 projects. It all depends on the nature of the work involved.

The designer still has to do a good job of utility coordination even if Trans 220 does not apply, but the level of coordination activities required would generally be less than that required of Trans 220 projects. Utility company workers do not want to be bothered by senseless time-consuming paperwork that does not serve a good purpose, but fulfills a bureaucratic requirement. As noted above, consider the level of utility coordination needed to get the construction work accomplished with no conflicts or delays during construction.

24.3 If No Ground is Broken

If no ground will be broken, utility coordination can be very minimal. A list of utilities thought to have facilities in the area should be placed on the plan sheets and in the special provisions. This list can be developed from utility service territory maps and utility permit records.

A sample special provision for this type of project:

> **Utilities.**
>
> This project does not come under the provisions of Administrative Rule TRANS 220. No utility conflicts are anticipated. The following utility companies have facilities in the project area:
>
> Wisconsin Electric Company
> Ameritech
> Warner Cable

Projects that have beam guard are considered projects that break ground. Repairing beam guard is considered a maintenance activity and not subject to Trans 220. Placement of new beam guard, or upgrading of existing beam guard will be a Trans 220 project.

24.4 Bridge Work

On projects that involve bridge construction or repair, LOOK UP! Utility facilities may not require relocation to accommodate the final product, but in order to the do the work, it might be necessary to relocate overhead or underground wires. Is it possible to build the project with the wires in place? If so, there is no problem, but the fact that the wires will not be relocated should be specified in the special provisions. In this scenario, a contractor that prefers to place the crane in a location that conflicts with the wires does so at his own cost. The contractor will have to pay any temporary relocation costs that might be needed to swing the crane. Contractor preference is not a reason to force utility companies to relocate their facilities without compensation.

Bridge projects can require a lot of utility coordination if utility facilities are attached to the bridge. These types of projects should follow Trans 220 utility coordination practices. If utility facilities need to be temporarily relocated, or protected during construction activities, good communication between the designer and the utility is required. The special provisions should reflect whatever arrangements are necessary to accommodate the work.

If there are no utilities attached to the bridge, and there are no overhead or underground wires near the bridge, these projects can be treated like projects where no ground is broken as in the section above. Simply state that there are no anticipated conflicts and list the known utilities in the area.

24.5 If Ground is Broken

Generally if any ground is broken, there is a potential for utility conflicts unless the designer is 100% sure that there are no utility facilities in the area. A request for utility locates (a call to Diggers Hotline and any utility companies known to service the area that are not members of Diggers Hotline) is required to verify that there are no utilities in the project area. The Region Utility Coordinator should be able to provide a list of utilities servicing the area by consulting their service territory maps for utility companies and the utility permit database. Once the project area is found to be free of utility facilities, the project can be treated as a project where no ground is broken, except that the special provisions should contain the following statements:

> The following utilities have facilities that service the project area; however, no adjustments are anticipated:
>
> Alliant Energy Company
> Madison Gas & Electric Company
> Verizon Inc.
> TCI Cablevision.
>
> The contractor shall have all buried utilities field located prior to the start of construction.

When there are utility facilities in the project area and ground is being broken the utility must be notified of the project and consulted, at some point, as to what coordination will be required during construction.

If the designer has cross sections or detail information on the work that is being done, that should be sent to the utility during the design stage. The utility should be asked to review the information provided and develop a work plan to address any conflicts with their facilities. This implies that the designer can provide sufficient information for the utility to identify any conflicts with their facilities.

If there are no cross sections and the only information that is available is a line diagram showing work locations, the utility will not be able to determine where they might have conflicts. Sometimes a field meeting will help this situation. If the designer can adequately describe in the field what work is being done, and work with the utility to determine any potential conflicts, a work plan can be developed to resolve the conflicts. The details of this work plan should be placed in the special provisions if there is any work that must be coordinated during construction.

In some cases, the plan is so sketchy and the work limits so ill-defined that it is not possible to resolve conflicts prior to construction. In this case, it will be the contractor's responsibility to work with the utilities during construction to resolve any conflicts. This must be spelled out clearly in the special provisions. A sample special provision is given below:

> The contractor shall have the utilities field located prior to beginning any work. The nature of this work prohibited resolving any utility conflicts prior to construction activities. The contractor is responsible for coordinating any utility relocation or adjustment that may be necessary to accomplish the work of this project. The utility companies involved are:

Sites 1, 2 and 3 - Alliant Energy, Verizon, Charter Communications
Sites 4 and 5 - Alliant Energy, Ameritech, Wisconsin Gas
Sites 6, 7, 8 and 9 - Wisconsin Electric, Midwest Telephone
etc."

NOTE: If you know that all the utilities are members of Diggers Hotline, instead of “The utility companies involved are:” the following sentence may be used: “All of the utility companies with facilities in the project work areas are members of Diggers Hotline.”

25.1 General

Coordinating with a railroad company should be done through the Region Railroad Coordinator. This chapter offers some information that might be useful if you have a railroad on your project. This chapter does not replace the need for involvement by the Region Railroad Coordinator; it is merely a place for railroad information that may be of value to a designer or utility coordinator.

Most railroads are not members of Diggers Hotline and as such they must be contacted separately regarding locating issues. In addition to railroad-related facilities such as buried signal wires; many railroads have entered the right of way marketplace for longitudinal installations of fiber optic cable, electrical transmission lines and other facilities. There are numerous long distance fiber optic cables and other facilities in Wisconsin located on railroad right of way.

Since the railroads are not members of Diggers Hotline, the contact information for each railroads' "Call Before You Dig!" service should be included on the General Notes page of the highway plan and in the special provisions of the highway contract. Contact the Region Railroad Coordinator to verify the current contact information.

Utility coordination must include fiber optic lines that may be located along any railroad. For the Union Pacific Railroad Company, The Burlington Northern and Santa Fe Railway Company or Soo Line Railroad Company (d/b/a Canadian Pacific Railway), **specific language must be placed in the "Utilities" article of the Special Provisions**. See the "Designer Notes" in STSP 107-026 or STSP 107-034 for the required wording. Other railroad companies do not have specific one-call fiber optic offices and the contact person may vary from project to project, however similar fiber optic coordination language referencing Diggers Hotline should be included when necessary.

For **information on surveying on railroad property**, see Facilities Development Manual Procedure 9-10-6.

Old **railroad right of way** maps have been scanned and are available on CD's. The CDs are also available on the DOTnet at "**mad00fp4\N4Public\brh\OCR plats\Z-PDF-Railroads**." There you will find 4 CDs. Open one of the CDs and view the table of contents to determine if that is the one you are looking for. The table of contents has links to the maps. The maps are not current and actual railroad ownership may be different than what is shown on the maps.

Ch. PSC 132 Wis. Adm. Code "Compensation and Conditions for Public Utility Facilities within Railroad Right of way," should be consulted for information on placing utility facilities on railroad lands. Please note that PSC 132.03(1)(a) states, "*Unless otherwise agreed to by the parties and subject to sub. (2), a public utility which locates its facilities within the right of way of a railroad shall compensate the railroad $500 for each crossing*."

The Region Railroad Coordinator, the Railroad Coordination Handbook and Chapter 17, Railroad Coordination, of the Facilities Development Manual (FDM) should be consulted for additional guidance on placing utility facilities and highway appurtenances above, below, or near railroad tracks or railroad property.

Agreement: A written instrument, executed by two or more parties in which the parties agree to do or not do certain things.

Appraisal: A careful study to estimate the value of a piece of property performed by a person with no interest in the property.

Audit: The examination of records and documents and securing of the evidence for the purpose of determining whether the amount billed for an agreed upon transaction accurately reflects the amounts recorded in the accounts.

Audit Agreement: An agreement that allows the State to review the Utility Company records after completion of work to confirm that the charges being billed were actually incurred by the utility. Under this type of agreement the utility is normally paid the actual cost to make the adjustments or relocations, unlike a lump sum whereby the utility is paid a pre-determined amount based on the estimate.

Betterment: Any improvement in the new facility that did not exist in the facility being adjusted, relocated or replaced. Betterment may be further classified for specific application as either:

(a) Essential betterment that is inherent in or necessitated by the requirements of the highway project.
(b) Non-essential betterment that is not necessitated or required by the scope of the highway project.

Betterment Credit: A credit against the out of pocket cost of the job representing the additional cost of a non-essential improvement in the new facility. See (Betterment)

Billing: A formal claim for reimbursement generally consisting of a readily understandable statement of charges for goods provided and services rendered.

Change Order: A written order to the Company ordering a change in the work from that shown on the plans, estimates and specifications as originally approved. When the change order is signed and executed by the Company and the State it constitutes an authorized modification of the agreement.

Cost of Removal: The cost of demolishing, dismantling, removing, or otherwise disposing of Company property and the cleaning up required to leave the site in a neat and presentable condition.

Cost of Salvage: The amount expended to restore salvaged Company property to usable condition after its removal.

Depreciation: Estimated loss in service life of fixed assets attributable to wear and tear through use and lapse of time, obsolescence, inadequacy or other physical or functional cause.

FDM: Facilities Development Manual: FDM is the reference that will be used in this manual.

Force Account: The employment of the Company's own working forces to accomplish the agreed upon work as opposed to the use of contract forces.

Lump Sum Agreement: An agreement in which a utility is paid the agreed to amount based on an estimate even though the actual cost of the utility relocations may be somewhat higher or lower than the estimate.

MC: Management Consultant. The consultants hired by WisDOT to manage the work of other consultants working on the local project program.

Participation: The use of public funds for the reimbursement of all or part of the cost of utility work necessary to accommodate highway construction.

Plant Loss: The net unrelieved portion of the utility facility's original cost calculated as follows: (Plant loss = Original Cost + Cost of Removal less Salvage and Accrued Depreciation. Note: Plant loss only applies when as the result of an acquisition of utility lands an existing useable facility (and its function) is removed and not replaced.

PS&E: Plans, specifications, and estimate. The package of documents that constitutes a highway improvement contract.

Replacement Facility: A facility replacing the function of the existing facility rather than a replica facility.

Salvage Credit: A credit against the out of pocket cost of the job representing the value of material recovered from the old facility being adjusted.

Salvage Value: The amount received for the utility property removed, if sold, or if retained for re-use, the amount at which the material recovered is charged to the materials and supplies account.

Scrap: Material recovered from a facility which is in too poor a condition for re-use, and which is only valuable as a raw material for reprocessing.

Service Life: The anticipated period of usefulness of a unit of property to its owner. The period during which depreciation is expected to accrue.

Subsurface Utility Engineering (SUE): An engineering process to locate existing subsurface utility facilities with a high degree of accuracy and comprehensiveness. The SUE process combines civil engineering, geophysics, and surveying, and utilizes surface geophysics, vacuum excavation, and mapping technologies. When used properly it avoids many conflicts and reduces project delays.

Trans 220: Chapter Trans 220 Wisconsin Administrative Code: A policy set forth in section 84.063 of the Wisconsin Statutes requiring special action by the State, the Utility Companies and the Highway Contractor for projects let to contract on the State Trunk Highway System.

Transportation Utility Management System (TUMS): A computer application developed to track utility coordination efforts on highway improvement projects and to automate some of the paperwork involved in the utility coordination process.

Used Life Credit: The amount accumulated in the utility's depreciation reserve which represents the used up or worn out portion of a facility's expected service life.

Utility Locate Opening: A bid item for exposing a utility facility on a construction project.

WisDOT: Wisconsin Department of Transportation: WisDOT is the reference that will be used throughout this document.