

MASTER CONTRACT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND
_____ (MUNICIPALITY) FOR LOCAL ENGINEERING SERVICES
(Master Contract I.D. Number)

This is a MASTER CONTRACT for Engineering Services between the Wisconsin Department of Transportation (DEPARTMENT) AND _____ (MUNICIPALITY) for Services as authorized by approved WORK ORDERS for an amount not to exceed \$ _____. No WORK ORDERS will be issued under this MASTER CONTRACT after (date) _____. The MASTER CONTRACT may be renewed to cover subsequent periods at agreed upon amounts through a contract amendment.

The DEPARTMENT deems it advisable to engage the MUNICIPALITY to provide certain Services and has authority to contract for these Services under sec. 84.01 (13) Wis. Stats. The MUNICIPALITY represents it is in compliance with the laws and regulations relating to the services and signifies its willingness to provide the Services.

The MUNICIPALITY Representative is _____, whose work address/e-mail address/telephone number is: _____.

The DEPARTMENT Representative is _____, whose work address/e-mail address/telephone number is: _____.

The parties agree to all of the provisions that are annexed and made a part of this MASTER CONTRACT consisting of _____ pages. This MASTER CONTRACT shall be effective when signed by both parties. All previous agreements or understandings between the parties regarding this master agreement are superseded. All previous and future project agreements between the parties are independent of this MASTER CONTRACT and subject to the provisions of those individual agreements.

This MASTER CONTRACT also incorporates the State of Wisconsin Department of Transportation Facilities Development Manual and all other Manuals referenced therein, unless this MASTER CONTRACT expressly excludes a provision thereof or the MASTER CONTRACT clearly indicates an entirely different understanding of the parties.

Nothing in this MASTER CONTRACT accords any third party beneficiary rights whatsoever to any non-party that may be enforced by any non-party.

The following individuals, by their signatures hereto, acknowledge that they are authorized to enter into this MASTER CONTRACT on behalf of the Department and the Municipality.

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

By: _____

Title: Comptroller

For the State of Wisconsin
Department of Transportation

By: _____

Contract Manager, Bureau of Financial Services

Date: _____

Approved

GOVERNOR, State of Wisconsin

Date: _____

Date: _____

LOCAL GOVERNMENT ENGINEERING MASTER CONTRACT
STANDARD PROVISIONS

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS	2
II. SCOPE OF SERVICES	2
A. GENERAL	2
B. SERVICES TO BE PERFORMED BY THE MUNICIPALITY	3
C. SERVICES TO BE PROVIDED BY THE DEPARTMENT	3
D. AGENCY COORDINATION, PUBLIC RELATIONS, AND COOPERATION	4
E. MEETINGS AND CONFERENCES	4
III. PROSECUTION AND PROGRESS	4
A. GENERAL	4
B. TERMINATION OF CONTRACT	4
C. SUBCONTRACTS	4
IV. BASIS OF PAYMENT	5
V. MISCELLANEOUS PROVISIONS	6
A. PROFESSIONAL STANDARDS	6
B. ACCESS TO DOCUMENTS AND RECORDS	6
C. LEGAL RELATIONS	6
D. NONDISCRIMINATION IN EMPLOYMENT	7
E. EQUAL EMPLOYMENT OPPORTUNITY (CONTRACTS EXCEEDING \$10,000)	7
F. IMPLEMENTATION OF CLEAN AIR ACT AND CLEAN WATER ACT (ALL CONTRACTS EXCEEDING \$100,000)	8
G. ERRORS AND OMISSIONS	8
H. CONFLICT OF INTEREST	8
I. CERTIFICATION REGARDING LOBBYING	8
VI. WORK ORDER FOR MASTER CONTRACT PROJECT I.D. ____ - ____	10
VII. WORK ORDER AMENDMENT	11

I. DEFINITIONS

- A. "DEPARTMENT" means the Wisconsin Department of Transportation.
- B. "FHWA" means the Federal Highway Administration.
- C. "MUNICIPALITY" means city, village, town, or county engaged by the DEPARTMENT to provide Services.
- D. "DEPARTMENT Representative" means the qualified full-time public employee of the DEPARTMENT in immediate charge of this MASTER CONTRACT.
- E. "MASTER CONTRACT" means this CONTRACT.
- F. "WORK ORDER" means the written document signed by the DEPARTMENT and the MUNICIPALITY that references this MASTER CONTRACT and identifies the Services to be performed for a specific PROJECT under the terms of this MASTER CONTRACT. It includes the amount and method of compensation to be paid the MUNICIPALITY by the DEPARTMENT.
- G. "PROJECT" means a specific section of highway proposed for improvement.
- H. "Services" means the engineering, labor, materials, equipment, and incidentals furnished by MUNICIPALITY in accordance with this MASTER CONTRACT and its WORK ORDERS.
- I. "MANUAL" means the DEPARTMENT'S Facilities Development Manual and other manuals referenced therein.

II. SCOPE OF SERVICES

A. GENERAL

1. The Services under this MASTER CONTRACT shall consist of performing to the satisfaction of the DEPARTMENT all those phases or portions of the Services necessary or incidental to accomplish the MASTER CONTRACT through its WORK ORDERS consistent with applicable professional standards and requirements contained in the MANUAL.
2. The MUNICIPALITY shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the DEPARTMENT.
3. The Services shall comply with all applicable state and federal laws and regulations.
4. The FHWA may participate in all conferences and reviews.
5. The MUNICIPALITY shall, from time to time during the progress of the Services, confer with the DEPARTMENT and shall prepare and present such information, studies, or other data as may be pertinent and necessary or as may be requested by the DEPARTMENT to enable it to evaluate the services performed, or to carry out or proceed with related phases of the PROJECT not covered by a WORK ORDER under this MASTER CONTRACT, or which may be necessary to enable the DEPARTMENT to furnish information to the MUNICIPALITY upon which to proceed with further

Services. The MUNICIPALITY shall make such changes, amendments, or revisions in the detail of the Services as required.

6. This MASTER CONTRACT serves as a permit under sec. 86.07 (2), Wis. Stats., for the MUNICIPALITY and any of its approved subcontractors to carry out the Services hereunder on highway property under the jurisdiction of the DEPARTMENT, unless a separate permit is specifically required by the DEPARTMENT Representative. MUNICIPALITY and any of its subcontractors are authorized representatives of the DEPARTMENT for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to make surveys or inspections or otherwise to carry out the Services required by this MASTER CONTRACT.

B. SERVICES TO BE PERFORMED BY THE MUNICIPALITY

The MUNICIPALITY agrees to:

1. Attend conferences required to carry out the MASTER CONTRACT and its WORK ORDERS.
2. Designate a MUNICIPALITY Representative, with the duty and responsibility to act as liaison between the MUNICIPALITY and the DEPARTMENT Representative.
3. Become familiar with the standard practices of the DEPARTMENT.
4. Assign a sufficient number of technically qualified and experienced personnel to perform the Services required by WORK ORDERS issued under this MASTER CONTRACT.
5. Notify the DEPARTMENT immediately of any unanticipated PROJECT conditions.
6. Perform MUNICIPALITY field operations in accordance with OSHA regulations and accepted safety practices.
7. Provide for MUNICIPALITY personnel, transportation, supplies, materials and incidentals as are needed to accomplish the Services required by WORK ORDERS issued under this MASTER CONTRACT.
8. Prepare and submit such periodic, intermediate and final reports and records as may be required by the DEPARTMENT and as are applicable to the PROJECTS for which work or Services are being performed.
9. Return, upon completion or termination of the MASTER CONTRACT and/or its WORK ORDERS, all manuals, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the DEPARTMENT. The MUNICIPALITY may be responsible for replacing lost documents or materials at a fair and reasonable price.

C. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The DEPARTMENT agrees to make available to the MUNICIPALITY manuals, guides, written instructions and other information and data necessary to enable the MUNICIPALITY to perform the Services covered by WORK ORDERS issued under this MASTER CONTRACT.

D. AGENCY COORDINATION, PUBLIC RELATIONS, AND COOPERATION

Efforts shall be made by the MUNICIPALITY to inform and advise property owners, local authorities, police, fire, and emergency agencies affected by PROJECT activities covered by this MASTER CONTRACT. The MUNICIPALITY shall cooperate fully with the DEPARTMENT; and with local, state, and federal agencies, the general public, utilities, railroad companies, other consultants, and contractors. Cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

Conferences, as may be necessary for the discussion and review of the Services under this MASTER CONTRACT and any of its WORK ORDERS, may be scheduled at the request of the MUNICIPALITY or the DEPARTMENT and coordinated with the DEPARTMENT. These conferences may include field review of PROJECTS. Conferences are in addition to those meetings necessary for close coordination during day-to-day progress of provision of the Services.

III. PROSECUTION AND PROGRESS

A. GENERAL

1. Services under this MASTER CONTRACT shall commence with an approved WORK ORDER. The required WORK ORDER format is shown in Attachment 1 to this MASTER CONTRACT. Each WORK ORDER will incorporate all of the terms and conditions of this MASTER CONTRACT. A completely and properly executed WORK ORDER issued to the MUNICIPALITY by the DEPARTMENT shall constitute authorization to proceed.
2. The DEPARTMENT will not be liable for payment of any Services performed or costs incurred by the MUNICIPALITY without a properly approved WORK ORDER.
3. The MASTER CONTRACT will be considered completed when the MUNICIPALITY is released by written notice from the DEPARTMENT or if more than three (3) years have elapsed following final payment and acceptance of the Services by the DEPARTMENT.

B. TERMINATION OF CONTRACT

Either the DEPARTMENT or the MUNICIPALITY may terminate all or part of this MASTER CONTRACT or its WORK ORDERS at any time upon not less than ten days' written notice. Payment will be made to the MUNICIPALITY for all work completed before a receipt of a notice of termination on a project.

C. SUBCONTRACTS

1. The MUNICIPALITY shall not subcontract more than \$25,000 per WORK ORDER and no more than 25% of the total aggregate amount of the WORK ORDER (with amendments) without prior written approval of the DEPARTMENT.

2. Selection of subconsultants must be in accordance with Procedure 8-5-20 of the Facilities Development Manual.
3. Consultant contracts other than those permitted under III. C. 1. above should be executed by the DEPARTMENT as 3-party contracts.
4. Consent to assign, sublet or otherwise dispose of any portion of the MASTER CONTRACT or its WORK ORDERS shall not be construed to relieve the MUNICIPALITY of any responsibility for the fulfillment of the Services.
5. When the MUNICIPALITY subcontracts for the performance of a portion or any phase of the Services covered by a WORK ORDER under this MASTER CONTRACT, the subcontract shall provide for the performance of such Services to the full extent as contemplated in the WORK ORDER and this MASTER CONTRACT and to the same standards as if performed by the MUNICIPALITY.
6. No subletting, subcontracting or assignment of any portion of the Services shall state, imply, intend or be construed to limit the legal liability of either the MUNICIPALITY or a Subcontractor.

IV. BASIS OF PAYMENT

1. An obligation of the DEPARTMENT under this MASTER CONTRACT will not exist until a WORK ORDER is approved and signed by the MUNICIPALITY and the DEPARTMENT. Compensation in excess of WORK ORDER amounts will not be allowed unless authorized by an approved written WORK ORDER amendment. Compensation for all WORK ORDERS in excess of the total MASTER CONTRACT amount shall not be allowed unless authorized by an approved written MASTER CONTRACT amendment.
2. Reimbursement for costs shall be limited to those which are allowable under 48 CFR 1-31, 23 CFR 140, Subpart G and by DEPARTMENT policy.
3. The MUNICIPALITY will be reimbursed by the DEPARTMENT for the completed and approved Services rendered under WORK ORDERS issued under this MASTER CONTRACT on the basis and at the price set forth in the WORK ORDER documents. Such payment shall be full compensation for Services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the Services.
4. The MUNICIPALITY shall submit invoices not more often than once per month during the progress of the Services for payment for the authorized Services completed to date. Invoices will be processed through the Local Accounts Receivable Report and will be submitted as part of the MUNICIPALITY's regular project billings.
5. Invoices shall separately identify costs for each individual WORK ORDER, and if a WORK ORDER includes more than one PROJECT, for each individual PROJECT.
6. No payment shall be construed as DEPARTMENT acceptance of unsatisfactory or defective Services or improper materials. Final payment of any balance due the MUNICIPALITY will be made promptly upon verification by the DEPARTMENT, of completion of the Services under the respective WORK ORDER, acceptance by the DEPARTMENT, and upon receipt of documents required to be returned or to be furnished.

7. The MUNICIPALITY and any Subcontractors to the MUNICIPALITY shall maintain all documents and evidence pertaining to costs incurred under this MASTER CONTRACT for inspection by the DEPARTMENT and FHWA during normal business hours in their respective offices for a period of three years following the final MASTER CONTRACT payment.
8. Services provided under this MASTER CONTRACT may be on numerous PROJECTS. For each PROJECT for which Services will be performed, the MUNICIPALITY will prepare a WORK ORDER proposal which includes the following:
 - a) The DEPARTMENT's PROJECT number identifying the description and location of the Services to be performed.
 - b) Scope of Services to be performed by the MUNICIPALITY
 - c) An estimate of direct labor costs
 - d) Total estimated indirect costs
 - e) An estimate of other direct charges including subcontracts.
 - f) The combined total estimated costs (c, d) shall be the maximum compensation allowed for the WORK ORDER unless amended.

V. MISCELLANEOUS PROVISIONS

A. PROFESSIONAL STANDARDS

Completion of the Services shall be accomplished in accordance with the current standards and criteria as contained in the MANUAL and shall be consistent with generally accepted professional practice.

B. ACCESS TO DOCUMENTS AND RECORDS

The MUNICIPALITY, as well as its subcontractors, if any, agree to maintain all books, documents, papers, accounting records and other evidence pertaining to this MASTER CONTRACT and to make such materials and all project documents available at their respective offices at all reasonable times during the MASTER CONTRACT period and for three years from the date of final payment under the MASTER CONTRACT, for inspection and use by the DEPARTMENT in compliance with 49 CFR 18.42.

C. LEGAL RELATIONS

1. The MUNICIPALITY shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the Services or MUNICIPALITY'S conduct.
2. In carrying out the provisions of this MASTER CONTRACT, or in exercising any power or authority granted to the DEPARTMENT or FHWA thereby, there shall be no personal liability upon the authorized representatives of the DEPARTMENT and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.

3. The MUNICIPALITY shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the MUNICIPALITY'S performance of the Services under this MASTER CONTRACT.
4. The MUNICIPALITY shall indemnify and save harmless the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence of the MUNICIPALITY in connection with performance and completion of the Services covered by this MASTER CONTRACT.

D. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of Services under this MASTER CONTRACT, the MUNICIPALITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01 (5), Wis. Stats., sexual orientation as defined in sec. 111.32 (13m), Wis. Stats., 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 selecting for training including apprenticeship. Except with respect to sexual orientation, the MUNICIPALITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPALITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause.

E. EQUAL EMPLOYMENT OPPORTUNITY (ALL CONTRACTS EXCEEDING \$10,000)

During the performance of this MASTER CONTRACT, the MUNICIPALITY agrees as follows:

1. The MUNICIPALITY shall, in all solicitations or advertisements for employees placed by or on behalf of the MUNICIPALITY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or sexual orientation.
2. The MUNICIPALITY shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. The MUNICIPALITY shall furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. The MUNICIPALITY shall include the provisions of this Section entitled "Equal Employment Opportunity" in every subcontract in excess of \$10,000.

F. IMPLEMENTATION OF CLEAN AIR ACT AND CLEAN WATER ACT (ALL CONTRACTS EXCEEDING \$100,000)

1. The MUNICIPALITY stipulates that any facility to be utilized in the performance of this MASTER CONTRACT, unless such MASTER CONTRACT is exempt under the Clean Air Act, as amended

(42 U.S.C. 7401 et seq., as amended including Pub. L. 101-549), and under the Clean Water Act, as amended (33 U.S.C. 1251 et seq., as amended, including Pub. L. 100-4), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15), is not listed, on the date of MASTER CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.

2. The MUNICIPALITY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the MUNICIPALITY and Services, under this MASTER CONTRACT.
3. The MUNICIPALITY shall promptly notify the DEPARTMENT and the U.S. EPA Assistant Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this MASTER CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
4. The MUNICIPALITY agrees to include or cause to be included the requirements of the preceding three paragraphs (1), (2), (3), in every nonexempt subcontract.

G. ERRORS AND OMISSIONS

1. The MUNICIPALITY shall be responsible for the accuracy of the Services performed by the MUNICIPALITY under the MASTER CONTRACT, and shall promptly make necessary revisions or corrections to its Services resulting from its negligent acts, its errors or its omissions.
2. The MUNICIPALITY shall give immediate attention to these revisions or corrections to prevent or minimize delay to the PROJECT.

H. CONFLICT OF INTEREST

The MUNICIPALITY shall not employ any person currently employed by the DEPARTMENT for any services included under the provisions of this MASTER CONTRACT.

I. CERTIFICATION REGARDING LOBBYING

The MUNICIPALITY certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the MUNICIPALITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this MASTER contract, the MUNICIPALITY shall complete and submit **standard form-LOLL, "Disclosure Form to Report Lobbying"** in accordance with its instructions.

VI. WORK ORDER FOR MASTER CONTRACT NUMBER _____

MUNICIPALITY: _____

Work Order Number (sequentially assigned) _____

WORK ORDER Project I.D.: ____-____-____

Highway, Termini, County: _____

SITE NAME: _____

SCOPE OF WORK

(Attach additional pages as necessary)

ESTIMATED COMPLETION DATE: _____

Cost Estimate:

Direct Labor: \$ _____

Indirect Costs: \$ _____

Non-Labor Direct Costs: \$ _____

Subcontract Costs: \$ _____

TOTAL COST NOT TO EXCEED: \$ _____

APPROVAL AND ACCEPTANCE: Approval and acceptance of this WORK ORDER including any attachments, shall incorporate this document as part of the CONTRACT between the MUNICIPALITY and the DEPARTMENT. All work and Services defined in this WORK ORDER shall be performed in accordance with the terms and conditions of the MASTER CONTRACT between the MUNICIPALITY and the DEPARTMENT.

MUNICIPALITY: _____

Date: _____

(Print Name and Title)

APPROVED: _____

Date: _____

(Print Name and Title)

VII. Work Order Amendment

AMENDMENT NO. ____ TO THE WORK ORDER
BETWEEN
THE WISCONSIN DEPARTMENT OF TRANSPORTATION
AND
_____ (Municipality)

PROJECT - - -

(project description)
_____ COUNTY

The work order made and entered into by and between the Wisconsin Department of Transportation and _____ (municipality), dated (/ /20) is hereby amended as set forth on the following pages.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

Municipality

By: _____
(name/title)

Date: _____

Wisconsin Department of Transportation

By: _____
(name/title)

Date: _____