

CONTRACT FOR CONSTRUCTION Local Force Account

Wisconsin Department of Transportation
DT2056 7/2005

WISC 2010634

Project ID 2590-03-90		Contract Amount \$90,232.82	Contract between WDOT and Local Governmental Unit	
Road Name W. Lisbon Av. - N. Sherman Blvd. to the Soo Line Railroad		<input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of		
Highway	County - Where Work Performed Milwaukee		<input type="checkbox"/> County - Who is doing the work	
<input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO)		<input checked="" type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Contract to BPD)		
<input type="checkbox"/> Work on STH System - Non-SHR Funded (CEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Another Local Units System (CEF to DTSD Region, Contract to BPD)		
Type of Work Traffic Signal and Sign Modifications				
Approximate Start Work Date June 1, 2010		Approximate Stop Work Date May 31, 2011		

This contract is made and entered into by and between the Wisconsin Department of Transportation, designated the "Department", and the above-identified county or municipality, designated the "Local Governmental Unit", represented by its designees for constructing the above-specified project. The Department finds and determines that it is more feasible and advantageous for highway purposes to construct the identified project with the Local Governmental Unit's organization, forces, and equipment. The Department and Local Governmental Unit mutually agree to the provisions on the attached pages, which are made a part of this contract.

Recommended for Approval

For County or Municipality

Jeffrey J. Mantes *3/25/10*
 (Name) _____ (Date) _____
 Jeffrey J. Mantes

(Title) Commissioner of Public Works

W. Martin Morics *3/30/2010*
 (Name) _____ (Date) _____
 W. Martin Morics

(Title) **DEPUTY** Comptroller

(Name) _____ (Date) _____

(Title) _____

(Name) _____ (Date) _____

(Title) _____

For Wisconsin Department of Transportation

Jason M. Folly *05/25/10*
 (Regional Director) _____ (Date) _____
 WISDOT LPM

Approved for the State of Wisconsin

W. Wagoner *6/28/10*
 (Contract Specialist) _____ (Date) _____
Jim Doyle *6/28/2010*
 (Director of Project Development) _____ (Date) _____
JIM DOYLE
 JUN 23 2010
 (Governor of Wisconsin) _____ (Date) _____

The Local Governmental Unit agrees to construct the described project in accordance with the requirements of the Department, the approved plans when required for such project, in accordance with the Standard Specifications for Road and Bridge Construction and approved supplements as may be applicable, and in accordance with the special provisions made a part of this contract. The word "contractor" as used in the specifications and special provisions shall, when applicable, be deemed to mean the Local Governmental Unit.

The provisions of Subsection 108.11 of the Standard Specifications, Liquidated Damages, are deleted from this contract.

The Local Governmental Unit is authorized by the Department and agrees to provide for the purchase, delivery, and storing of all materials required except those excluded from this contract, the furnishing or necessary rental of all equipment and small tools, and the furnishing of all labor necessary to expeditiously complete the work, and to pay all costs incurred pursuant to this contract.

The Department agrees to reimburse the Local Governmental Unit for actual costs of equipment, labor and materials incurred in performing the work up to the contract amount or as amended by contract change orders.

The Department agrees to pay to the Local Governmental Unit and the Local Governmental Unit agrees to accept in full, settlement for the work performed under this contract:

1. The actual cost of labor, at rates currently paid by the Local Governmental Unit for similar work in the area, materials and incidental expense furnished or incurred by the Local Governmental Unit pursuant to this contract, such payment to be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, and verified by the Local Governmental Unit.
2. The recognized costs incident to the employment of labor under this contract (such as worker's compensation insurance, unemployment and retirement contributions and time off with pay) computed and requisitioned in accordance with established policy.
3. An allowance for the use of equipment, tools and incidentals for the work under this contract. Such allowance shall be in accordance with the provisions of, and at the rates either:

- (a) Specified in the Cost Agreement between the Department and the Local Governmental Unit in effect when the work is performed, except for the

conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this contract; or,

- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this contract.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures and verified by the Local Governmental Unit.

The rates established apply on equipment in good working order. Allowance will be made only for the time during which the equipment is in actual use on the project; no allowance will be made for equipment wholly inadequate or inefficient or in excess of the requirements of the work.

In connection with the performance of work under this contract, the contractor 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) Wis. Stats., sexual orientation, 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor 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.

The Local Governmental Unit agrees to furnish, on the Detailed Statement of Expenditures, an accurate distribution of the costs between the various items of work.

The estimated unit costs of materials being used on this contract are listed as attached.

April 9, 2007

ADDITIONAL PROVISIONS FOR FEDERAL-AID FORCE ACCOUNTS

I GENERAL

1. These contract provisions shall apply to all work performed as part of a Local Force Account (LFA) contract by the Local Public Agency (LPA).
2. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
3. **Selection of Labor:** During the performance of this contract, the LPA shall not employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II NONDISCRIMINATION ASSURANCE

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FHWA policies, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FHWA as follows: (1) The Applicant assures that each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project. (2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FHWA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21. (3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FHWA. Upon request by U.S. DOT or FHWA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements. (4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FHWA may request. (5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

III ASSURANCE OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR part 27, implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so

assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq. at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

IV SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the LPA shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The LPA shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the State Highway Agency (SHA) contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract that the LPA shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

V FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, LPA's, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

VI BUY AMERICA

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances



Division of Transportation
System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Jim Doyle, Governor
Frank J. Busalacchi, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662
E-Mail: waukesha.dtd@dot.state.wi.us

July 6, 2010

Mr. Jeffrey Polenske, P.E.
City Engineer
841 N. Broadway, Room 701
Milwaukee WI 53202

Dear Mr. Polenske:

SUBJECT: I.D. 2590-03-90
West Lisbon Avenue
North Sherman Blvd. to Soo Line Railroad
Milwaukee County

The project identified above has been authorized effective May 12, 2010. Please note, that the Local Force Account (LFA) contract is not yet executed. Costs incurred prior to execution of the contract and prior to receiving Notice to Proceed (Start Work) are not reimbursable.

If you have any questions concerning construction of your project, please contact Rhonda Lukasz, DAAR Engineering, Inc. at (414) 225-9817.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Bender".

Kathy Bender
Financial Specialist

cc: Rhonda Lukasz, DAAR Engineering, Inc.
Jason Roselle, WisDOT
File



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July 6, 2010

Mr. Jeffrey Polenske, P.E.
City Engineer
841 N. Broadway, Room 701
Milwaukee WI 53202

Dear Mr. Polenske:

SUBJECT: I.D. 2555-06-90
W. Burleigh St. Intersect with
W. Roosevelt Dr. and N. 60th St.
Milwaukee County

The project identified above has been authorized effective May 26, 2010. Please note, that the Local Force Account (LFA) contract is not yet executed. Costs incurred prior to execution of the contract and prior to receiving Notice to Proceed (Start Work) are not reimbursable.

If you have any questions concerning construction of your project, please contact Rhonda Lukasz, DAAR Engineering, Inc. at (414) 225-9817.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Bender".

Kathy Bender
Financial Specialist

cc: Rhonda Lukasz, DAAR Engineering, Inc.
Jason Roselle, WisDOT
File