

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2984-33-90	Contract Amount \$15,285.08	<b>Contract between WDOT and Local Governmental Unit</b>
Road Name West Edgerton Avenue from South 20 <sup>th</sup> Street to South 13 <sup>th</sup> Street	County – Where Work Performed Milwaukee	<input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <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 January 9, 2007	Approximate Stop Work Date December 31, 2008	

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

\_\_\_\_\_  
(Name) (Date)  
Commissioner of Public Works  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)  
Comptroller  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)  
\_\_\_\_\_  
(Title)

#### For Wisconsin Department of Transportation

\_\_\_\_\_  
(Regional Director) (Date)

#### Approved for the State of Wisconsin

\_\_\_\_\_  
(Contract Specialist) (Date)

\_\_\_\_\_  
(Director of Project Development) (Date)

\_\_\_\_\_  
(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.

# Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for traffic signal modifications under Project 2984-33-90, West Edgerton Avenue from South 20<sup>th</sup> Street to South 13<sup>th</sup> Street, located in the City of Milwaukee, Milwaukee County, State of Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2003 Edition, the Supplemental Specifications 2005 Edition, the Wisconsin Electric Code, the Wisconsin Manual of Uniform Traffic Control Devices, and these special provisions.  
(100906) 100-005

**2. Scope of Work.**

The work under this contract shall consist of installing traffic control signals, traffic signs, and all incidental items necessary to install them as shown on the plans and included in these special provisions.  
(082003) 104-005

**3. Prosecution and Progress.**

Work under this contract shall be completed within the time allotted on the contract cover sheet.

The requirements of Subsection 108.11 of the standard specifications are not applicable to this contract and hereby waived.  
(050205) 108-035

**4. Traffic.**

The contractor shall not interfere with the traffic patterns set by project 2984-33-70.

**5. Utilities.**

This contract does not come under the provisions of Administrative Rule TRANS 220.  
(051206) 107-065

There are underground and overhead facilities located within the project limits. There are no known utility adjustments required for this construction project. The contractor shall coordinate his construction activities with a call to Digger's Hotline or a direct call to the utilities, which have facilities in the area. The contractor shall use caution to secure the integrity of underground and overhead facilities. It may be necessary for the contractor,

as directed by the engineer, to make adjustments in the location of the contract facilities when it becomes evident that a utility conflict could occur.

## **6. Contract Items.**

### **A Description**

Contract items are listed on the plan sheets.

### **B General**

The work under these items shall consist of furnishing to the project site and installing all required materials to install traffic signals in accordance with the plans.

Any material and labor not specifically covered by the plans and these specifications that may be found necessary to complete the work shall be furnished by the City without extra cost to the Department.

### **C Materials**

Materials furnished on this contract shall be new-unused materials, normally used by the City of Milwaukee.

### **D Measurement**

The items shall be measured by the unit complete in place or by the linear foot. The quantity to be paid for shall be the number of such units, or linear feet, completely installed and accepted in accordance with the contract.

### **E Payment**

The items measured as provided above, shall be paid for at the agreed unit price for each single complete unit of work or per linear foot whichever is applicable. These prices shall be payment in full for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work in accordance with the contract.

## **7. Records Retention.**

Contractors and subcontractors are to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the State, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.