

## CONTRACT FOR CONSTRUCTION Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

*WISC 2010635*

Project ID 2984-36-91	Contract Amount \$37,819.08	<b>Contract between WDOT and Local Governmental Unit</b>	
Road Name W. State St. - N. 17th St. to N. 27th St.		<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 April 1, 2010		Approximate Stop Work Date December 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

(Name) *Jeffrey J. Mantes* *1/11/10*  
(Date)

(Title) Commissioner of Public Works

(Name) *Michael J. Morics* *1/12/10*  
(Date) **DEPUTY**  
*cjm*

(Title) Comptroller

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

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

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

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

For Wisconsin Department of Transportation

*BB*  
(Name) *Jason M. Pelli* *04/08/10*  
(Date) (Regional Director)

Approved for the State of Wisconsin

*He Wagoner* *6/7/10*  
(Date) (Contract Specialist)

*James J. Doyle* *6/7/2010*  
(Date) (Director of Project Development)

**JIM DOYLE** JUN - 3 2010

(Date) (Governor of Wisconsin)

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.

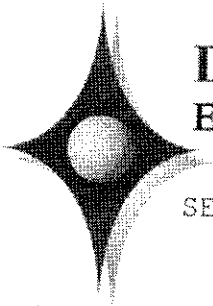
These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures and verified by the Local Governmental Unit.

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.



**DAAR  
ENGINEERING, INC.**

SE Region Management Consultant for WisDOT Local Program Projects

September 25, 2009

Joseph Blakeman  
City of Milwaukee DPW - Planning and Development  
841 N. Broadway  
Room 919  
Milwaukee, WI 53202

**SUBJECT:** SRTS LFA Construction Authorization  
**ID:** 2984-77-90 (LFA only)  
**Project:** Forest Home/Oklahoma/43<sup>rd</sup> Street Pedestrian Enhancements  
**Limits:** Intersection of Forest Home Avenue, s. 43<sup>rd</sup> Street and Oklahoma Avenue to I  
include crosswalks at S. 43<sup>rd</sup> Street and Montana and Dakota, City of Milwaukee  
**County:** Milwaukee County

Dear Mr. Blakeman:

The project identified above has been authorized effective 09/21/2009. Please note, that the Local Force Account (LFA) contract is not yet executed. Costs incurred prior to execution of the contract & prior to receiving Notice to Proceed (Start Work) are not reimbursable.

If you have any questions concerning construction of your project, please contact me at (414) 225-9817.

Sincerely,

Rhonda Lukasz, DAAR Engineering, Inc.

**CC:** Bob Schmidt, WisDOT Planning  
Jason Roselle, SE Region LP Manager  
Stan Lukasz, DAAR Engineering, MC SE Region LP Program Manager  
Jeff Polenske, City of Milwaukee  
Bob Bryson, City of Milwaukee