

Public Interest Finding
Congestion Mitigation Air Quality (CMAQ)
I.D. #2984-10-92

RE: Traffic Signal Timing and Offset Changes

The City of Milwaukee is requesting that City forces be employed to make timing and offset changes to 89 of the 92 traffic signals that are within the project limits of the Congestion Mitigation Air Quality (CMAQ) Project ID #2984-10-92.

Trained City of Milwaukee personnel install and maintain all traffic control facilities under the City's jurisdiction. The City has a facility that includes approximately 722 signalized intersections and 943,000 feet of underground traffic signal interconnect cable. City signal technicians receive specialized training and are equipped with state-of-the-art testing equipment that is required to install and maintain modern solid-state 170-type traffic signal controllers that are not used elsewhere in the area. All of the traffic signal timing and offset changes will be done on 170-type controllers.

In addition, the cost of installation of the W9FT 170 controller as required by the contract is based Agreed Unit Price (AUP) cost estimates prepared using the 2003 Traffic Signal and Signs Estimated Unit Costs which were approved as part of the 2003 Cost Effectiveness Study by the Wisconsin Department of Transportation on April 1.

USING LOCAL STAFF TO BUILD A PROJECT

It may be desirable to have public employees build your project. This could involve a municipality's own forces doing the work, or it could involve hiring another municipality to build the project. A city might hire the county highway department to do the paving of a bike path. A small village that needs some traffic signal work done as part of its project might hire a nearby large city that has a well-equipped team of signal electricians.

The *Request to Construct Using Local Staff* forms have been developed to differentiate these contracts from the AUP and S&S contracts used for most highway construction and maintenance activities. Local Force Account contracts are normally paid on a time and material basis, so the municipality doing the work neither makes a profit nor takes a loss. The price structure may include a reasonable allowance for small tools and fringe benefits, and the direct cost of project administration. For TE, STP-D and CMAQ projects, Districts may approve work by local forces without AUP and S&S contracts thus saving extra paperwork and time spent waiting for approval by the governor's office.

The use of local forces is legal only when it can be shown to be cost effective. Basically, this means that the job must be small enough that it can be completed without increasing the size of the municipal workforce, and it must be less costly to do the work with municipal forces than by hiring a contractor. In general, only small projects such as the installation of a limited number of bicycle racks and lockers or the installation of a small traffic signal system--are appropriate for this type of contract. District approval is required before this type of contract is used. Submit your request eight weeks before you intend to start work.

Request to Construct Using Local Staff takes care of the following issues:

- Because Federal and State law requires competitive bidding of most road construction projects administered by WisDOT, it is necessary to determine if it is cost effective to make an exception and allow public employees build the project.
- For projects that cost less than \$25,000, there is a ready-made Programmatic Cost Effectiveness Finding. In this case, check the "Less Than \$25,000 box on the *Cost Comparison Worksheet*.
- If the contract cost will exceed \$25,000 for any reason, complete the *Cost Comparison Worksheet*. The cost comparison can be presented in a separate spreadsheet attached to the form. For more details see procedures FDM 3-20-11 and 3-20-12.
- Each negotiated contract **must** include an estimate of the cost of personnel, equipment and materials needed to accomplish the project.
- If a *Cost Comparison Worksheet* is required, the estimate should match the Municipal Total on the *Cost Comparison Worksheet*.
- The *Required Nondiscrimination Provisions Federal-Aid Contracts* must be attached to the request. This certifies that the municipality will comply with Federal civil rights laws and the Buy America provisions discussed in this manual.
- Once the PS&E and *Request to Construct Using Local Staff* are approved, WisDOT will request authorization to incur costs from FHWA that normally takes 4 to 6 weeks to process. Construction phase of the project must be authorized for charges before any costs can be incurred. Approval of *Request to Construct Using Local Staff* does not convey authority to incur costs. Do not begin work until you receive the signed *Authorization to Incur Costs* for the construction phase.

WisDOT refers to the process of making the public interest determination and establishing a contract with the local government as the "Negotiated Contract Process". This rather confusing term has practically nothing to do with the negotiation of consultant contracts, or the negotiations that may occur as part of procurement under a Request for Proposals or Sole Source procurement. Because the CMAQ, TE and STP-D programs have statutory grant authority, negotiated contracts in these programs are not subject to as many restrictions as in other WisDOT programs.

REQUEST TO CONSTRUCT USING LOCAL STAFF

Wisconsin Department
of Transportation
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(Example)

WisDOT Project ID Number (Indicate Construction Phase Only) 2984-10-92		Request Date November 5, 2004
Project Title Congestion Mitigation Air Quality (CMAQ)	Hwy No./Letter	Estimated Total Cost of Municipal Construction Services \$52,900.00
Project Limits S. 35th St., S. 1st St., W. Virginia St., and W. Lincoln Av.	Program <input checked="" type="checkbox"/> CMAQ <input type="checkbox"/> Enhancements <input type="checkbox"/> STP-Discretionary	
Project Description Computer Optimization of Traffic Signals	Accounting Method <input checked="" type="checkbox"/> Time & Material <input checked="" type="checkbox"/> Agreed Unit Price <input type="checkbox"/> Other (Attach Descr.)	

Name of Municipality Sponsoring the Project City of Milwaukee	Contact Person Jeffrey J. Mantes
Address 841 N. Broadway, Rm. 516	Telephone Number (414) 286-3301
City, State, Zip Code Milwaukee, WI 53202	FAX Number (414) 286-5994

Name of Municipality That Will Do the Work City of Milwaukee	Contact Person Jeffrey J. Mantes
Address 841 N. Broadway, Rm. 516	Telephone Number (414) 286-3301
City, State, Zip Code Milwaukee, WI 53202	FAX Number (414) 286-5994

The municipality/municipalities identified above hereby request authorization to undertake construction of the project identified above using municipal staff. This request applies to the all services **except** the following "subcontract" items, which will be procured in accordance with Wisconsin procurement rules and collectively comprise less than 25% of the total construction cost: (mark all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> Temporary Traffic Control | <input type="checkbox"/> Permanent Signs/Signals | <input type="checkbox"/> Lighting & Electrical Work |
| <input type="checkbox"/> Fences | <input type="checkbox"/> Pavement Striping | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Hazardous Waste Disposal | <input type="checkbox"/> Plumbing and/or HVAC* |
| <input type="checkbox"/> Other (Describe): | | |

Total Estimated Cost of Subcontract Work	\$0.00
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Also excluded from the project cost estimate is the following work to be done by unpaid volunteers (describe):

Total Estimated Fair Market Value of Volunteer Work	\$0.00
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The municipality that will do the work considers the performance of this work with its forces and equipment to be in the public interest and certifies that all of the following apply (check at least four boxes):

- As shown in the Cost Comparison Worksheet, the estimated cost of labor, equipment and material will be less than that which could be expected to be obtained through the competitive bidding process.
- The municipality is properly staffed and equipped to perform the proposed work.
- The municipality's prior commitments to perform work for other municipalities will not impair performance of the proposed work.
- The total estimated cost of the work is less than \$25,000.
- The nature or size of the proposed work, or circumstances related to the work makes it unsuitable for economic performance under the competitive bidding process.
- The proposed work is needed to provide full-time employment for the forces and equipment already employed by the municipality for normal maintenance and traffic service.

Form Continues on Page 2

HVAC = Heating, Ventilating & Air Conditioning

COST COMPARISON WORKSHEET
Required if Estimated Cost Exceeds \$25,000

Basis of Comparison

- State Average Bid Prices Recent Local Lettings Means Unit Cost Books
 Other (Describe): Prior Experience

Estimated Cost of Major Items

Est- imated Quantity	Unit	Item Description	Contractor Cost Each	Municipal Cost Each	Contractor Total	Municipal Total	Cost Difference
1	Inter- section	W. National Ave. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Scott St. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Greenfield Ave. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Mitchell Ave. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Burnham Ave. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Becher Ave. & S. 35th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Evergreen Ln. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Greenfield Ave. & S. 31st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Becher St. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Burnham Ave. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Mitchell St. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Greenfield Ave. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Scott St. & S. Layton Blvd.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	S. Layton Blvd. & W. National Ave.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	S. Layton Blvd. & W. Pierce St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. National Ave. & S. 21st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Greenfield Ave. & S. 21st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. National Ave. & S. 19th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Mitchell St. & S. 21st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Mitchell St. & S. Muskego St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter- section	W. Burnham St. & S. Muskego St.	n/a	\$100.00	n/a	\$100.00	n/a

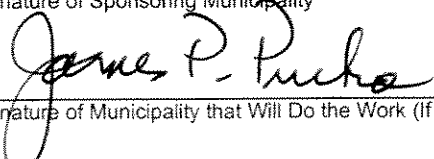
1	Inter-section	W. Becher St. & W. Forest Home Ave.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Forest Home Ave. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Burnham St. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez & W. Greenfield & S. Muskego	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez - South of Scott St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez & S. Scott St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez & W. Washington St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez & W. National Ave.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Cesar Chavez & W. Pierce St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. National Ave. & S. 11th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 11th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 11th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 13th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 11th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Maple St. & S. 11th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell Blvd. & S. 9th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 7th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Maple St. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Washington St. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mineral St. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. National Ave. & S. 9th St.	n/a	\$100.00	n/a	\$100.00	n/a

1	Inter-section	W. National Ave. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Virginia Ave. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Virginia Ave. & S. 2nd St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. National Ave. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W Mineral St. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Washington St. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 4th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. National Ave. & S. 2nd St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. National Ave. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Washington St. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 2nd St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Greenfield Ave. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 2nd St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lapham Blvd. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Kinnickinnic Ave. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Mitchell St. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Kinnickinnic Ave. & W. Mitchell St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Forest Home Ave. & S. 13th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & S. Muskego St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & W. Windlake	n/a	\$100.00	n/a	\$100.00	n/a

1	Inter-section	W. Becher St. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & S. 4th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Becher St. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 20th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & W. Windlake	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 13th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 9th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 6th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	S. Chase Ave. & W. Lincoln Ave.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 5th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 4th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Lincoln Ave. & S. 1st St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Windlake & S. 13th St.	n/a	\$100.00	n/a	\$100.00	n/a
1	Inter-section	W. Windlake & S. 16th St.	n/a	\$100.00	n/a	\$100.00	n/a
5	Each	W9FT 170 Controller	n/a	\$8,800.00	n/a	\$44,000.00	n/a
Estimated Total Cost					n/a	\$52,900.00	n/a
Estimated Percent Savings for Municipality over Contractor							n/a

The municipality that will do the work agrees that (unless otherwise shown on the top of the first page) the basis of payment shall be "time and material" necessary to accomplish the work, plus a reasonable allowance for small tools, fringe benefits and project administration. It agrees to provide the State of Wisconsin Department of Transportation with a complete, detailed, accurate, and truthful report of actual costs incurred. Any costs for work unrelated to this project shall be excluded from its invoices. It will provide receipts for materials and employee time sheets if requested to do so. It agrees to comply with the requirements of CONTRACTORS as described in the REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACTS, which are attached to this document and made a part of hereof.

The sponsoring municipality agrees to advance the cost of the work until reimbursed by the State, and that in no case shall its reimbursement exceed the maximum participating cost of the project as stipulated in the Project Agreement.

Signature of Sponsoring Municipality 	Name & Title Jeffrey J. Mantes, Commissioner of Public Works
Signature of Municipality that Will Do the Work (If Different)	Name & Title

WisDOT Approval

Approved By (WisDOT Signature)	Name & Title
Date	

Encumbered By	Date
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Nondiscrimination Provisions Follow On Page 3

REQUIRED NONDISCRIMINATION PROVISIONS FEDERAL-AID CONTRACTS

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- (1) Compliance With Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they be amended from time to time, (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the REGULATIONS, including employment practices when the contract covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin.
- (4) Information and Reports: The CONTRACTOR shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Division or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the State Highway Division, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, the State Highway Division shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
 - (b) Cancellation, termination or supervision of the contract, in whole or in part.
- (6) Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) and (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State Highway Division to enter into such litigation to protect the interests of the State and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

REQUIRED BUY AMERICA PROVISIONS

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 the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the products does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

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 (3) 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.

RETURN TO WisDOT DISTRICT