

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2984-32-90	Contract Amount \$15,785.18	<b>Contract between WDOT and Local Governmental Unit</b> <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of
Road Name W. Villard Av. from N. Teutonia Av. to N. Green Bay Av. (STH 57)		
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, 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)

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

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

\_\_\_\_\_  
(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 2984-32-90, West Villard Avenue from North Teutonia Avenue to North Green Bay Avenue (STH 57), 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 2984-32-70.

### 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.

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 FHA 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

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 product 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.

#### **VII Prohibition Against Convict Produced Materials (23 CFR 635.417)**

No materials produced by convict labor (unless produced by convicts who are on parole, supervised release, or probation from a prison) may be incorporated into any project located on the Federal-aid highway system. This prohibition does not apply to projects on roads that are functionally classified as local or rural minor collectors.

#### **VIII Purchase of Materials**

LPA's are required to use fair and open competition in obtaining articles and materials used in this project. They may not use any requirements, preferences, or procurement methods that exclude out-of-State participation or that unfairly favor in-State sources.

#### **IX Requirement For and Access to Records**

LPA's must maintain, for at least three years following final payment, complete project records. This includes the thorough documentation of the basis for payment (actual costs of labor, equipment and materials) as well as documentation prescribed in the WisDOT Construction & Materials Manual. In addition LPA's shall make all such records fully available to WisDOT, the Federal Highway Administration, the U.S. Comptroller General, and their authorized representatives. Records must also be available for public access consistent with the Federal Freedom of Information Act (FOIA) and State and local law.

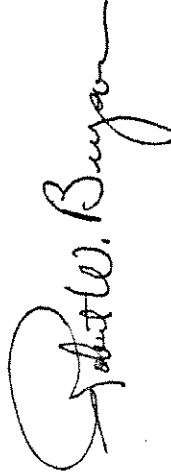


LOCAL FORCE ACCOUNT (LFA)-LOCAL UNIT COST ANALYSIS  
 INFRASTRUCTURE SERVICES DIVISION - TRANSPORTATION  
 DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE  
 STATE PROJECT I.D.# 2984-32-90  
 WEST VILLARD AVENUE  
 N. TEUTONIA AVE. TO N. GREEN BAY AVE.  
**SUMMARY COST ESTIMATE - TRAFFIC SIGNALS**

ITEM	DESCRIPTION	UNIT	QUANTITY	Material	QUANTITY x MATERIAL	Equipment	QUANTITY x EQUIPMENT	Labor	QUANTITY x LABOR	Unit Cost	TOTAL COST
71062	312 SIGNAL HOUSING	EACH	1	\$206.03	\$206.03	\$4.71	\$4.71	\$197.96	\$197.96	\$408.70	\$408.70
71170	9#14 LTP	FOOT	250	\$0.29	\$72.50	\$0.07	\$17.50	\$1.77	\$442.50	\$2.13	\$532.50
71171	12#14 LTP	FOOT	480	\$0.39	\$187.20	\$0.07	\$33.60	\$1.77	\$849.60	\$2.23	\$1,070.40
71172	17#14LTP	FOOT	965	\$0.54	\$521.10	\$0.07	\$67.55	\$1.77	\$1,708.05	\$2.38	\$2,296.70
71197	SS 13'	EACH	1	\$485.80	\$485.80	\$11.77	\$11.77	\$353.17	\$353.17	\$850.74	\$850.74
71724	170 Solid State Controller Relocated	EACH	1	\$0.00	\$0.00	\$6.63	\$6.63	\$316.74	\$316.74	\$323.37	\$323.37
90030Q	INSTALL 2.5" PVC CONDUIT (TRENCH)	LF	140	\$0.45	\$63.00	\$0.21	\$29.40	\$5.74	\$803.60	\$6.40	\$896.00
90030B	3#4/1#8 LTP	LF	420	\$1.49	\$625.80	\$0.03	\$12.60	\$1.74	\$730.80	\$3.26	\$1,369.20
					<b>TOTAL COST MATERIAL</b>		<b>TOTAL COST EQUIP</b>		<b>TOTAL COST LABOR</b>		<b>OVERALL TOTAL COST</b>
					\$1,882.90		\$161.55		\$4,761.96		\$6,806.41

ESTIMATED COST OF 2007 PAVING PROGRAM

APPROVED BY:



ROBERT W. BRYSON  
 TRAFFIC & LIGHTING ENGINEER V

TRANSPORTATION SECTION  
 TRAFFIC & LIGHTING DESIGN UNIT  
 JOSEPH A. BONDOWSKI  
 April 25, 2007

Revised:

INFRASTRUCTURE SERVICES DIVISION  
 DEPARTMENT OF PUBLIC WORKS  
 STATE PROJECT I.D.#2984-32-90  
 2007 SURFACE TRANSPORTATION PROGRAM  
 W. VILLARD AV. - N. TEUTONIA AV. TO N. GREEN BAY AV. (S.T.H. 57)

TRAFFIC SIGNS

ITEM	DESCRIPTION	QUANTITY	MATERIAL		EQUIPMENT		LABOR		LABOR		UNIT	TOTAL ITEM COST
			COST	QUAN COST	COST	QUAN COST	COST	QUAN COST	COST	QUAN COST		
73000	30 X 30 STOP	14	40.51	567.14	0.34	4.76	11.74	164.36	11.74	\$52.59	\$736.26	
73004	36 X 36 YIELD	1	44.43	44.43	0.34	0.34	11.74	11.74	11.74	\$56.51	\$66.51	
73022	18X24 ONE WAY (LA)	2	19.75	39.5	0.34	0.68	11.74	23.48	11.74	\$31.83	\$63.66	
73024	18X24 ONE WAY (RA)	3	19.75	59.25	0.34	1.02	11.74	35.22	11.74	\$31.83	\$95.49	
73034	12X18 PARKING-SINGLE MESSAGE	25	9.90	247.5	0.34	8.5	11.74	293.5	11.74	\$21.98	\$549.50	
73036	18X24 PARKING-DOUBLE MESSAGE	1	19.74	19.74	0.34	0.34	27.92	27.92	27.92	\$48.00	\$48.00	
73056	30X30 SCHOOL	9	45.51	409.59	0.34	3.06	11.74	105.66	11.74	\$57.59	\$518.31	
73060	24X48 SCHOOL SPEED LIMIT 20 WCAP	4	67.88	271.52	0.34	1.36	11.74	46.96	11.74	\$79.96	\$319.84	
73061	30X30 PEDESTRIAN	6	45.55	273.3	0.34	2.04	11.74	70.44	11.74	\$57.63	\$345.78	
73078	18X18 YELLOW TARGET	1	16.94	16.94	0.34	0.34	11.74	11.74	11.74	\$29.02	\$29.02	
73117	30X30 T-INTERSECTION	1	35.93	35.93	0.34	0.34	11.74	11.74	11.74	\$48.01	\$48.01	
73138	30X30 DEAD END	5	35.93	179.65	0.34	1.7	11.74	58.7	11.74	\$48.01	\$240.05	
73194	24X30 SPEED LIMIT	2	32.85	65.7	0.34	0.68	11.74	23.48	11.74	\$44.93	\$89.86	
73212	18X24 LEFT CHEVRON	1	12.77	12.77	0.34	0.34	11.74	11.74	11.74	\$24.85	\$24.85	
73294	3' RSP SOCKET	43	19.83	852.69	0.68	29.24	15.39	661.77	15.39	\$35.92	\$1,544.56	
73296	2" X 96" PIPE	35	43.14	1509.9	0.14	4.9	3.08	107.8	3.08	\$46.36	\$1,622.60	
73298	2" X 11'-0" PIPE	8	48.08	384.64	0.14	1.12	3.07	24.64	3.07	\$51.30	\$410.40	
73310	MOUNTING HARDWARE CP/SSIAP	40	0.00	0	0.14	5.6	3.07	122.8	3.07	\$3.21	\$128.40	
73311	MOUNTING HARDWARE PS	50	0.96	48	0.14	7	3.07	153.5	3.07	\$4.17	\$208.50	
73312	SNS MOUNTING CP	23	18.38	422.74	0.14	3.22	3.08	70.84	3.08	\$21.60	\$496.60	
73313	SNS MOUNTING PS	3	0.00	0	0.14	0.42	3.07	9.21	3.07	\$3.21	\$9.63	
73318	GREEN SNS 30"	13	24.66	320.58	0.34	4.42	11.74	152.62	11.74	\$36.74	\$477.62	
73319	GREEN SNS 36"	12	28.83	345.96	0.34	4.08	11.74	140.88	11.74	\$40.91	\$490.92	
73333	12X24 AHEAD	7	16.20	113.4	0.34	2.38	11.74	82.18	11.74	\$28.28	\$197.96	
73338	12X24 DIAGONAL DOWN	8	16.20	129.6	0.34	2.72	11.74	93.92	11.74	\$28.28	\$226.24	

TOTAL COST  
MATERIAL  
 \$6,370.47

TOTAL COST  
EQUIPMENT  
 \$90.60

TOTAL COST  
LABOR  
 \$2,516.84

OVERALL  
TOTAL COST  
 \$8,978.77

COST ESTIMATE  
 2007 SURFACE TRANSPORTATION PROGRAM =  
 THERE ARE NO EXCLUDED COSTS IN THIS PROJECT.

APPROVED BY:   
 ROBERT W. BRYSON  
 TRAFFIC & LIGHTING ENGINEER V

TRANSPORTATION SECTION  
 TRAFFIC & LIGHTING DESIGN UNIT  
 DALE A. DIETZE  
 April 25, 2007