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AGREEMENT FOR CONSTRUCTION – Local Force Account

Wisconsin Department of Transportation
 DT2056 7/2012

| | | |
|--|--|--|
| Project ID 1234-56-78 | Agreement Amount \$44,420.18 | Agreement between WisDOT and Local Governmental Unit <i>(also must be doing the work)</i> |
| Federal Project ID WISC | | <input type="checkbox"/> Municipality <input type="checkbox"/> City of <input type="checkbox"/> Village of <input type="checkbox"/> Town of |
| Road Name Black Hawk Trail Markers | | <input checked="" type="checkbox"/> County of Vernon |
| Highway Various | County (where work performed) Vernon/Crawford | |
| <input type="checkbox"/> Work on STH System – SHR Funded (CEF to BHO, Agreement to BHO) | | <input checked="" type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD) |
| <input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO) | | |
| Type of Work Grade, Base, Surface and Landscape | | |
| Approximate Start Work Date May 1, 2005 | Approximate Stop Work Date September 1, 2005 | |

This agreement 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 agreement.

RECOMMENDED FOR APPROVAL

For County or Municipality

For Wisconsin Department of Transportation

(Name) (Date)

(Title)

(Regional Director) (Date)

(Name) (Date)

(Title)

Approved for the State of Wisconsin

(Name) (Date)

(Contract Specialist) (Date)

(Name) (Date)

(Director of Project Development) (Date)

(Title)

(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 agreement. 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 agreement.

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 agreement, 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 agreement.

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 agreement amount or as amended by agreement 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 agreement:

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 agreement, such payment to be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.
2. The recognized costs incident to the employment of labor under this agreement (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 agreement. 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 agreement; or,
- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this agreement.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.

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 agreement, 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 agreement are listed as attached.

I GENERAL

These contract provisions shall apply to all work performed as part of a LFA contract by the LPA.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

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 DOT--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 ADA 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

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 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.

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).

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. All construction materials permanently incorporated in this project shall be domestic products as defined in CMM 228.5.

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 CMM. 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 FOIA and State and local law.

Item Unit Cost Analysis

| | | | | | | |
|---------------------------|-----------------------------|---------------------------|----------------------|--------------------|--------------------|--|
| Project I.D. | 9362-06-72 | | | | | |
| Highway: | CTH C | | | | | |
| County: | Langlade | | | | | |
| Item Number: | 305.0115 | | | | | |
| Item: | Base Aggregate Dense ¾-inch | | | | | |
| Quantity: | 8,502 | | | | | |
| Unit: | CY | | | | | |
| Machinery Charges: | No. of Units | Class | Equipment | Total Hours | Hourly Rate | Total |
| | 1 | | 119 Truck | 20 | \$ 11.06 | \$ 221.20 |
| | 9 | | 1118 Truck | 720 | \$ 31.54 | \$22,708.80 |
| | 1 | | 307 Motor grader | 80 | \$ 43.08 | \$ 3,446.40 |
| | 1 | | 208 Loader | 80 | \$ 39.02 | \$ 3,121.60 |
| | 1 | | 533 Roller | 80 | \$ 30.68 | \$ 2,454.40 |
| | 1 | | 455 Shoulder Machine | 15 | \$ 86.04 | \$ 1,290.60 |
| | 1 | | 9157 Sweeper | 20 | \$ 29.00 | \$ 580.00* |
| | | | | | | \$33,823.00 |
| Labor Costs: | | | | | | |
| | | Position | | Total Hours | Hourly Rate | Total |
| | | Foreman | | 80 | \$ 30.67 | \$ 2,453.60 |
| | | Grader Operator | | 80 | \$ 26.60 | \$ 2,128.00 |
| | | Loader Operator | | 80 | \$ 26.60 | \$ 2,128.00 |
| | | Roller Operator | | 85 | \$ 26.14 | \$ 2,221.90 |
| | | Truck Driver | | 720 | \$ 26.14 | \$18,820.80 |
| | | Shoulder Machine Operator | | 20 | \$ 26.60 | \$ 532.00 |
| | | | | | | Sub-Total Labor Cost \$28,284.30 |
| | | | | | | Fringe Benefit Rate @ 83.71% \$23,676.79 |
| | | | | | | Total Labor Cost \$51,961.09 |
| \$ 51,961.09 | @ | 1.00% | | | | Total Small Tool Charges \$ 519.61 |
| Material Costs: | | | | Amount | Price | Total |
| | | Gravel | | 8,502 | \$ 3.75 | \$31,882.50 |
| | | | | | | --- |
| | | | | | | --- |
| | | | | | | Total Material Cost \$31,882.50* |
| | | | | | | SUBTOTAL \$118186.20 |
| \$ 118,186.20 | @ | 4.04% (Admin rate) | | | | Total Records & Reports \$ 4,774.72 |
| | | | | | | TOTAL COST \$122960.92 |
| | | | | | | Total Cost Per Unit \$ 14.46 |
| * Excluded cost | | | | | | Total Excluded Cost \$32,462.50 |

Project Unit Cost Analysis

**Estimate of Quantities
 Project I.D. 9362-06-70
 Berg Road – Rosedale Road
 CTH C
 Langlade County**

| Item No. | Description | Unit | Quantity | Excluded Costs | County Unit | County Total |
|----------|-------------------------------|------|----------|----------------|-------------|--------------|
| 305.0115 | Base Aggregate Dense ¾ Inch | CY | 8,502 | \$ 32,462.50 | \$ 14.53 | \$123504.58 |
| 460.3000 | QMP, HMA Mixture | Ton | 2,800 | \$ 2,663.26 | \$ 0.95 | \$ 2,663.26 |
| 460.1100 | HMA Pavement, Type E.03 | Ton | 2,800 | 0 | \$ 15.83 | \$44,310.93 |
| 455.0105 | Asphaltic Material PG58-28 | Ton | 162 | 0 | \$190.53 | \$30,865.54 |
| 624.0100 | Water | Mgal | 130 | 0 | \$ 15.39 | \$ 2,000.16 |
| 646.0103 | Pavement Marking Paint 4-Inch | LF | 13,751 | 0 | \$ 0.12 | \$ 1,636.96 |
| 690.0100 | Sawing Existing Pavement | LF | 44 | 0 | \$ 5.71 | \$ 251.17 |
| SPV.0035 | QMP Base Aggregate Cubic Yard | CY | 8,502 | \$ 1,684.39 | \$ 0.20 | \$ 1,684.39 |

TOTAL COUNTY COST \$ 206,916.99

TOTAL EXCLUDED COSTS \$ 36,810.15

(cost of purchased materials, supplies, specialized equipment rental)

Required exhibits to be sent to Central Office for all Local and State LFA Contracts over \$5,000: Emailed to CO from DOT State Local Force Account Submittals <StateLFASubmittal@dot.wi.gov>

- Contract (DT2056) – signed, with all federal attachments included
- Governor's form (DT25)
- Specials Provisions
- Cost Effectiveness Finding (CEF) (with % and \$ saved) with Engineers Estimate and County Estimate attached.
- ALL submittals need to be electronic
- ALL Projects must be loaded in AASHTOWare Project (see [FDM 19-5-10](#))

ALL documents will be kept in the Region Office.

Sample Special Provision

When the County or other local unit of government is furnishing materials under a LFA agreement the following should be included in the special provisions under the type of work being performed such as Traffic Signals, Lighting, Signing, Storm Sewer, Base Aggregate Dense, etc.

Traffic Signals

A. Description. The work under this agreement shall consist of furnishing all and installing all required materials to complete the traffic signals in accordance with the plans and these special provisions.

B. Materials. All materials furnished shall be materials normally used for traffic signal installations by the City and obtained through a competitive purchasing process.

Additional requirements may be added as necessary depending on the type of work
(Example: Base Aggregate Gradation).

Special Provisions

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SPECIAL PROVISIONS

General.

Perform the work under this construction agreement for Project 9362-03-70, CTH C, Langlade County 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 2004 Edition, and these special provisions including the Additional Special Provisions (ASP's). The department considers only standard specifications, supplemental specifications, and interim supplemental specifications issued directly from the department as valid for this agreement.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

(100504)

Scope of Work.

The work under this agreement shall consist of base aggregate dense, HMA paving, and pavement marking and all incidental items necessary to complete the work as shown on the plans and included in the proposal and agreement.

(041293)

Prosecution and Progress.

Begin work within 10 calendar days after the engineer issues a written notice to proceed.

(110303)

Traffic.

CTH C will be closed to through traffic during construction operations under this agreement. Langlade County will provide and maintain a detour and detour signing. The road will remain open to local traffic and emergency vehicles.

Utilities

This agreement does not come under the provisions of Administrative Rule TRANS 220

(111095)

Wisconsin Public Service (WPS) owns overhead facilities along the south side of the roadway. Any required adjustment will be completed prior to the start of construction.

6. QMP, Base Courses

(Insert STSP 301-010)

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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-assigned 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 of 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. Were 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 suspension 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 any 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 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. All construction materials permanently incorporated in this project shall be domestic products as defined in CMM 228.5.

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.