

CONTRACT FOR CONSTRUCTION BY CITY FORCES

Agreed Unit Prices

Wisconsin Department of Transportation
DT1523 98 (Replaces EC722)

Contract Amount \$809,056.68	Project 2190-06-70
Road Name East Wisconsin Avenue from N. Milwaukee St. to the intersection of N. Prospect Avenue and E. Masons St.	City/County Name City of Milwaukee, Milwaukee County
Type of Work Replace existing Street Lighting, Traffic control signs, and Traffic control signals.	Highway
Start Work Date 10/01/05	End Work Date 9/01/06

This contract is made and entered into by and between the Wisconsin Department of Transportation, Division of Transportation Infrastructure Development, designated the "Department", represented by its Administrator, and the above-identified City, designated the "City", represented by the individual(s) indicated below, 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 City's organization, forces, and equipment. The Department and City mutually agree to the provisions on the attached pages, which are made a part of this contract.

Recommended for Approval

(District Director) (Date)

Approved for the State of Wisconsin

(Contract Specialist) (Date)

(Director of Construction) (Date)

(Governor of Wisconsin) (Date)

Recommended for Approval by City

(Name) (Date)

Commissioner of Public Works
(Title)

(Name) (Date)

Comptroller
(Title)

(Name) (Date)

(Title)

(Name) (Date)

(Title)

The City 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 City.

The provisions of Subsection 108.11 of the Standard Specifications, Liquidated Damages, are deleted from this contract.

The schedule of items of work attached and made a part represents the classes of work, as more fully defined in the Standard Specifications or Special Provisions, which are to be performed under this contract and which will be subject to reimbursement. Work not included in such schedule will not be subject to reimbursement unless such work has been formally authorized and approved by an appropriate contract change order.

The quantities of such items as shown in the said schedule are considered to be approximate only, and the actual quantities upon which reimbursement is to be based will be determined by measurement during or upon completion of the work, except when agreements have been made providing for compensation on the basis of plan quantity per Subsection 109.1.1 of the Standard Specifications.

The unit prices stipulated for the items of work in the schedule are agreed to be the prices to be used in extending the quantities of the applicable items of work performed, to ascertain the total value of the work upon which reimbursement is to be made.

The Department will, from time to time as the work progresses, make estimates of the work performed, and upon completion of the work, make a determination of the quantities of the items of work completed and determine the money value by extending the quantities thus ascertained by the unit prices for the items as set forth in the schedule of items and unit prices.

The Department will pay the City, and the City agrees to accept such amount or amounts as full payment of the obligation of the Department to the City for the Project.

The City further agrees to reimburse the Department for any cost or expense it may have incurred on account of the Project for engineering services, including, but not limited to, because of specific enumeration, surveys, plans, supervision, inspection, or tests, and any other necessary project costs. The Department is authorized to make such deductions as may be necessary to defray the expense of the Department for these purposes from the payment by the Department to the City.

The obligation of the City under this contract shall not be considered discharged unless and until the work to be performed under the contract has been completed and such other commitments, if any, made in connection with the Project, relating specifically to other stages of construction of the Project, shall have been fulfilled and a final acceptance of the Project has been made.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employe 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.

INFRASTRUCTURE SERVICES DIVISION
 DEPARTMENT OF PUBLIC WORKS
 STATE PROJECT I.D.#
 2005 SURFACE TRANSPORTATION PROGRAM
 E. WISCONSIN AV.- N. MILWAUKEE ST. TO E. MASON ST.

TRAFFIC SIGNS

COST ESTIMATE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT COST</u>	<u>TOTAL ITEM COST</u>
73035	18X24 PARKING-SINGLE MESSAGE	14	\$37.90	\$530.60
73036	18X24 PARKING-DOUBLE MESSAGE	24	\$48.00	\$1,152.00
73163	30X30 RIGHT LANE MUST TURN RIGHT	1	\$53.15	\$53.15
73177	24X36 NO TRUCKS 3 TONS OR OVER	1	\$51.34	\$51.34
73181	24X24 NO LEFT TURN	7	\$38.22	\$267.54
73188	18X24 BIKE ROUTE	4	\$31.83	\$127.32
73297	FLANGE STD.	45	\$78.18	\$3,518.10
73310	MOUNTING HARDWARE CP/SS/AP	11	\$3.21	\$35.31
73311	MOUNTING HARDWARE PS	6	\$4.17	\$25.02
73312	SNS MOUNTING CP	10	\$21.60	\$216.00
73319	GREEN SNS 36"	20	\$40.91	\$818.20
73335	24X30 ONE WAY (DOUBLE FACED)	4	\$69.31	\$277.24
90005GZ	STREET NAME SIGN BACK PLATE	21	\$344.87	\$7,242.27
90005HA	18X24 SIGN BACK PLATE	38	\$391.79	\$14,888.02
90005HB	BASE ON 2" PIPE STANDARD	65	\$506.26	\$32,906.90

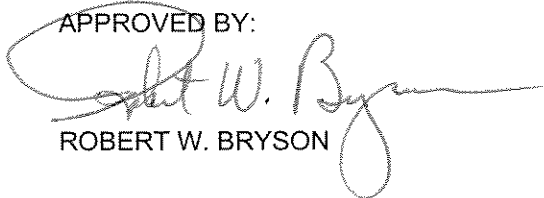
TOTAL: \$62,109.01

COST ESTIMATE

2005 SURFACE TRANSPORTATION PROGRAM = \$62,109.01

THERE ARE NO EXCLUDED COSTS IN THIS PROJECT.

APPROVED BY:



ROBERT W. BRYSON

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT
 KEVIN ANTCZAK

INFRASTRUCTURES SERVICE DIVISION - TRANSPORTATION
DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE
EAST WISCONSIN AVENUE FROM: MILWAUKEE RIVER TO NORTH MILWAUKEE STREET
EAST WISCONSIN AVENUE FROM: NORTH CASS STREET TO A POINT EAST OF NORTH CASS STREET

COST ESTIMATE - STREET LIGHTING

DRAWING# (E-001 TO E-007)

STATE	CITY				
ITEM	ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
90005EP		CONSTRUCT A 100 AMP 120/240 VOLT SERVICE CABINET	5	\$ 3,172.67	\$ 15,863.35
90005GT	90	INSTALLATION OF 30' STEEL POLE WITH DECORATIVE BASE ON EXISTING CONCRETE BASE 250W/240V MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. (INCLUDES RISER)	25	\$ 7,377.75	\$ 184,443.75
90005GV	91	INSTALLATION OF 15' STEEL POLE WITH DECORATIVE BASE ON EXISTING CONCRETE BASE ARM FOR HARPS, AND 2 - 70W/240 VOLT HARPS WITH HIGH PRESSURE SODIUM LAMPS. (INCLUDES RISER CABLE)	48	\$ 7,390.32	\$ 354,735.36
90030A	L	INSTALL 3#2/1#8 LTP UNDERGROUND CABLE	354	\$ 3.59	\$ 1,270.86
90030B	K	INSTALL 3#4/1#8 LTP UNDERGROUND CABLE	3501	\$ 3.26	\$ 11,413.26
90030C	J	INSTALL 3#6/1#8 LTP UNDERGROUND CABLE	1388	\$ 2.72	\$ 3,775.36
90030D	I	INSTALL 3#8/1#8 LTP UNDERGROUND CABLE	3985	\$ 2.42	\$ 9,643.70
90030E	M	INSTALL 3#10 WITH GROUND UF UNDERGROUND CABLE	5855	\$ 2.14	\$ 12,529.70
90005DP	31L	INSTALL A31 CONCRETE POLE, A31 CLAMP, 250W/240V MILWAUKEE LANTERN BRACKET, AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. (INCLUDES RISER)	6	\$ 2,235.87	\$ 13,415.22
90005EQ		REMOVE WOOD, CONCRETE, STEEL, OR ALUMINUM POLE COMPLETE	85	\$ 298.95	\$ 25,410.75
90005EL		INSTALL METAL PEDESTAL CABINET	9	\$ 91.97	\$ 827.73

SUB-CONTRACTOR CHARGES

We Energies charges to install electrical service to power cabinet at #401 E. Wisconsin Ave.
 We Energies charges to install electrical service to power cabinet at #411 E. Wisconsin Ave.
 We Energies charges to install electrical service to power cabinet at #650 N. Jackson St.
 We Energies charges to install electrical service to power cabinet at #800 E. Wisconsin Ave.
 We Energies charges to install electrical service to power cabinet at #751 N. Prospect Ave.

\$	5,000.00
\$	3,500.00
\$	3,500.00
\$	3,500.00
\$	5,000.00

ESTIMATED COST FOR 2005

TOTAL PROJECT COST \$ 653,829.04

APPROVED BY:



ROBERT W BRYSON
 TRAFFIC & LIGHTING ENGINEER

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT

AGREED UNIT PRICE (AUP) UNIT COST ANALYSIS
 INFRASTRUCTURE SERVICES DIVISION - TRANSPORTATION
 DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE
 STATE PROJECT I.D.#2190-06-70
 EAST WISCONSIN AVENUE
 NORTH MILWAUKEE STREET TO EAST MASON
 STREET AT NORTH PROSPECT AVENUE

SUMMARY COST ESTIMATE - TRAFFIC SIGNALS

DRAWING # F-97-524-T
 F-05-517-T
 F-03-545-T
 F-05-518-T
 F-00-531-T
 F-05-519-T

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL UNIT COST</u>
71060L	512 SIGNAL HOUSING LED	EACH	2	\$950.91	\$1,901.82
71062L	312 SIG. HOUS. LED	EACH	10	\$578.78	\$5,787.80
71066LC	COMBINATION DW-W 12" SIG. LED	EACH	37	\$439.84	\$16,274.08
71067L	COUNTDOWN 12" PEDESTRIAN SIG. HOUS. LED	EACH	42	\$660.39	\$27,736.38
71071L	38 SIG. HOUS. LED	EACH	36	\$451.26	\$16,245.36
71156	LEAD IN CABLE (PROBE)	PER LF	1035	\$1.92	\$1,987.20
71170	9#14 LTP	PER LF	1435	\$2.13	\$3,056.55
71171	12#14 LTP	PER LF	930	\$2.23	\$2,073.90
71172	17#14 LTP	PER LF	1850	\$2.38	\$4,403.00
71173	20#14 LTP	PER LF	1515	\$2.48	\$3,757.20
71197	SS 13'	EACH	10	\$850.74	\$8,507.40
90030B	INSTALL 3#4/1#8 LTP UNDERGROUND CABLE	PER LF	40	\$3.26	\$130.40
71716	RELOCATE 12" DW-W SIGNAL HOUSING	EACH	2	\$212.31	\$424.62
71721	38 SIG. HOUS. RELOCATED	EACH	3	\$169.85	\$509.55
71724	170 SOLID STATE CONTROLLER RELOCATED	EACH	1	\$323.37	\$323.37
				TOTAL	\$93,118.63

ESTIMATED COST OF 2005 PAVING PROGRAM

APPROVED BY:


 ROBERT W. BRYSON
 TRAFFIC & LIGHTING ENGINEER V

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT
 JOSEPH A. BONDOWSKI
 June 27, 2005

Special Provisions

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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of Project 2190-06-70, East Wisconsin Avenue from North Milwaukee Street to the intersection of North Prospect Avenue and East Mason Street, located in the City of Milwaukee, Milwaukee County, State of Wisconsin shall be in accordance with the plans therefore, and shall be executed under the requirements of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Edition of 2003, the Wisconsin Electrical Code, The Wisconsin Manual of Uniform Traffic Control Devices, and these special provisions.

2. Scope of Work.

The work under this contract shall consist of street lighting and all incidental items necessary to complete the work as shown on the plans and included in these special provisions.

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.

4. Utilities.

This project does not come under the provisions of Administrative Rule TRANS 220.(111095)

There are underground and overhead utility 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 Diggers Hotline or a direct call to the utilities, which have facilities in the area as required per statutes. The contractor shall use caution to insure 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 certain items, when it becomes evident that a utility conflict could occur.

5. **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 and signs in accordance with the plans.

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

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

D. Method of 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. Basis of 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.

6. **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.