

CONTRACT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation
DT2056 7/2005

Project ID 2100-12-90	Contract Amount \$30,394.52	Contract between WDOT and Local Governmental Unit <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County – Who is doing the work
Road Name South 35 th Street from West Morgan Avenue to West Lakefield Avenue		
Highway	County – Where Work Performed Milwaukee	<input type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO) <input type="checkbox"/> Work on STH System – Non-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 Another Local Units System (CEF to DTSD Region, Contract to BPD)		
Type of Work Traffic Signal and Sign Modifications		
Approximate Start Work Date April 10, 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)
Commissioner of Public Works

(Title)

(Name) (Date)
Comptroller

(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 2100-12-90, South 35th Street from West Morgan Avenue to West Lakefield Avenue, 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 2100-12-70.

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.

LOCAL FORCE ACCOUNT (LFA)-LOCAL UNIT COST ANALYSIS
 INFRASTRUCTURE SERVICES DIVISION - TRANSPORTATION
 DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE
 STATE PROJECT I.D.# 2100-12-90
 SOUTH 35TH STREET
 W. MORGAN AVE. TO W. LAKEFIELD DR.

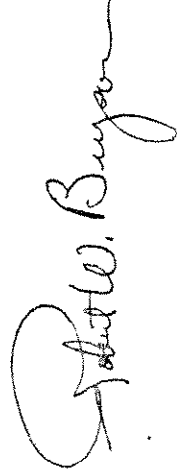
SUMMARY COST ESTIMATE - TRAFFIC SIGNALS

ITEM	DESCRIPTION	UNIT	QUANTITY	Material	QUANTITY x MATERIAL	Equipment	QUANTITY x EQUIPMENT	Labor	QUANTITY x LABOR	Unit Cost	TOTAL COST
71060L	512 SIG. HOUS. W/ LED MODULES	EACH	1	\$585.16	\$585.16	\$9.42	\$9.42	\$356.33	\$356.33	\$950.91	\$950.91
71062L	312 SIG. HOUS. W/ LED MODULES	EACH	4	\$376.11	\$1,504.44	\$4.71	\$18.84	\$197.96	\$791.84	\$578.78	\$2,315.12
71064RL	112 RED LED MODULE	EACH	6	\$43.91	\$263.46	\$2.36	\$14.16	\$39.59	\$237.54	\$85.86	\$515.16
71064YL	112 YELLOW LED MODULE	EACH	6	\$46.49	\$278.94	\$2.36	\$14.16	\$39.59	\$237.54	\$88.44	\$530.64
71064GL	112 GREEN LED MODULE	EACH	6	\$84.30	\$505.80	\$2.36	\$14.16	\$39.59	\$237.54	\$126.26	\$1,010.08
71064GAL	112 GREEN ARROW LED MODULE	EACH	4	\$61.55	\$246.20	\$2.36	\$9.44	\$39.59	\$158.36	\$103.50	\$414.00
71064YAL	112 YELLOW ARROW LED MODULE	EACH	4	\$44.21	\$176.84	\$2.36	\$9.44	\$39.59	\$158.36	\$86.16	\$344.64
71068LC	DW-W COMBO 12" SIG. HOUS. W/ LED MODULE	EACH	16	\$234.80	\$3,756.80	\$7.08	\$113.28	\$197.96	\$3,167.36	\$439.84	\$7,037.44
71071L	38 SIG. HOUS. W/ LED MODULES	EACH	5	\$327.77	\$1,638.85	\$4.72	\$23.60	\$118.77	\$593.85	\$451.26	\$2,256.30
71072RL	18 RED LED MODULE	EACH	13	\$40.50	\$526.50	\$2.36	\$30.68	\$39.59	\$514.67	\$82.45	\$1,071.85
71072YL	18 YELLOW LED MODULE	EACH	13	\$43.07	\$559.91	\$2.36	\$30.68	\$39.59	\$514.67	\$85.02	\$1,105.26
71072GL	18 GREEN LED MODULE	EACH	13	\$54.59	\$709.67	\$2.36	\$30.68	\$39.59	\$514.67	\$96.54	\$1,255.02
71125	PUSH BUTTON MUSHROOM HEAD (ADA 2")	EACH	6	\$36.47	\$218.82	\$4.71	\$28.26	\$79.18	\$475.08	\$120.36	\$722.16
71170	9#14 LTP	FOOT	50	\$0.29	\$14.50	\$0.07	\$3.50	\$1.77	\$88.50	\$2.13	\$106.50
71171	12#14 LTP	FOOT	320	\$0.39	\$124.80	\$0.07	\$22.40	\$1.77	\$566.40	\$2.23	\$713.60
71172	17#14 LTP	FOOT	260	\$0.54	\$140.40	\$0.07	\$18.20	\$1.77	\$460.20	\$2.38	\$618.80
71173	20#14 LTP	FOOT	180	\$0.64	\$115.20	\$0.07	\$12.60	\$1.77	\$318.60	\$2.48	\$446.40
71196	SS FABRICATED	EACH	1	\$447.77	\$447.77	\$11.78	\$11.78	\$356.33	\$356.33	\$815.88	\$815.88
71197	SS 13'	EACH	2	\$485.80	\$971.60	\$11.77	\$23.54	\$353.17	\$706.34	\$850.74	\$1,701.48
90030Q	INSTALL 2.5" PVC CONDUIT (TRENCH)	LF	615	\$0.45	\$276.75	\$0.21	\$129.15	\$5.74	\$3,530.10	\$6.40	\$3,936.00
90005GQ	INSTALL RECTANGULAR VAULT	EACH	6	\$124.13	\$744.78	\$2.08	\$12.48	\$106.58	\$639.48	\$232.79	\$1,396.74

TOTAL COST MATERIAL \$11,717.59
 TOTAL COST EQUIP \$552.19
 TOTAL COST LABOR \$13,475.59
 OVERALL TOTAL COST \$25,997.95

ESTIMATED COST OF 2006 PAVING PROGRAM

APPROVED BY:



ROBERT W. BRYSON
 TRAFFIC & LIGHTING ENGINEER V

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT
 JOSEPH A. BONDOWSKI
 January 9, 2007

Revised:

INFRASTRUCTURE SERVICES DIVISION
 DEPARTMENT OF PUBLIC WORKS
 STATE PROJECT I.D.#2100-12-90
 2007 SURFACE TRANSPORTATION PROGRAM
 S. 35TH ST. - W. MORGAN AV. TO W. LAKEFIELD DR.

TRAFFIC SIGNS

COST ESTIMATE

ITEM	DESCRIPTION	QUANTITY X		QUANTITY X		QUANTITY X		LABOR	LABOR *	UNIT COST	TOTAL COST **
		MATERIAL	EQUIPMENT	MATERIAL	EQUIPMENT	MATERIAL	EQUIPMENT				
73000	30 X 30 STOP	5	0.34	202.55	1.70	11.74	59.29	11.74	59.29	\$52.59	\$274.08
73034	12X18 PARKING-SINGLE MESSAGE	6	0.34	59.40	2.04	11.74	71.14	11.74	71.14	\$21.98	\$137.88
73056	30X30 SCHOOL	4	0.34	45.51	1.36	11.74	47.43	11.74	47.43	\$57.59	\$240.06
73060	24X48 SCHOOL SPEED LIMIT 20 WCAP	2	0.34	67.88	0.68	11.74	23.71	11.74	23.71	\$79.96	\$166.56
73081	12X36 HAZARD MARKER (LEFT MOUNT)	2	0.34	16.90	0.68	11.74	23.71	11.74	23.71	\$28.98	\$60.52
73097	24X30 KEEP RIGHT	2	0.34	32.85	0.68	11.74	23.71	11.74	23.71	\$44.93	\$93.69
73177	24X36 NO TRUCKS 3 TONS OR OVER	1	0.34	39.26	0.34	11.74	11.86	11.74	11.86	\$51.34	\$53.52
73194	24X30 SPEED LIMIT	2	0.34	32.85	0.68	11.74	23.71	11.74	23.71	\$44.93	\$93.69
73211	18X24 DOUBLE CHEVRON	1	0.34	12.77	0.34	11.74	11.86	11.74	11.86	\$24.85	\$25.97
73294	3' RSP SOCKET	18	0.68	356.94	12.24	15.39	279.79	15.39	279.79	\$35.92	\$674.93
73295	SOC. (CONC. INST.)	1	1.02	9.51	1.02	23.09	23.32	23.09	23.32	\$33.62	\$35.20
73296	2" X 96" PIPE	12	0.14	517.68	1.68	3.08	37.33	3.08	37.33	\$46.36	\$578.96
73298	2" X 11'-0" PIPE	7	0.14	48.08	0.98	3.08	21.78	3.08	21.78	\$51.30	\$373.69
73318	GREEN SNS 30"	17	0.34	419.22	5.78	11.74	201.58	11.74	201.58	\$36.74	\$651.64
73319	GREEN SNS 36"	1	0.34	28.83	0.34	11.74	11.86	11.74	11.86	\$40.91	\$42.67
73327	6X8 PUSH BUTTON FOR WALK SIGNAL	2	0.22	0.44	0.68	11.74	23.71	11.74	23.71	\$12.30	\$25.82
73329	24X30 BICYCLE LANE BEGINS	2	0.34	32.85	0.68	11.74	23.71	11.74	23.71	\$44.93	\$93.69
73330	24X30 BICYCLE LANE ENDS	2	0.34	32.85	0.68	11.74	23.71	11.74	23.71	\$44.93	\$93.69
73332	24X30 CURB LANE BICYCLE AND PARKING ONLY	12	0.34	32.85	4.08	11.74	142.29	11.74	142.29	\$44.93	\$562.19
73333	12X24 AHEAD	2	0.34	16.20	0.68	11.74	23.71	11.74	23.71	\$28.28	\$59.06
73338	12X24 DIAGONAL DOWN	2	0.34	16.20	0.68	11.74	23.71	11.74	23.71	\$28.28	\$59.06

TOTAL COST
MATERIAL
 \$3,056.56

TOTAL COST
EQUIPMENT
 \$38.02

TOTAL COST
LABOR
 \$1,132.92

OVERALL
TOTAL COST
 \$4,396.57

ESTIMATED COST OF 2007 PAVING PROGRAM

APPROVED BY:

ROBERT W. BRYSON
 TRAFFIC & LIGHTING ENGINEER V

Revised:

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT
 DALE A. DIETZE
 January 9, 2006

* Quantity X Labor includes an additional 1% of the labor cost for small tools
 ** Total Cost includes an additional 4% for administrative support