

CONTRACT FOR CONSTRUCTION BY CITY FORCES Service and Supply

Wisconsin Department of Transportation
DT1524 798 (Replaces EC723)

Contract Amount \$31,500.00	Project 1360-02-98
Road Name W. FDL Ave. - N. 19th St. to N. 36th St.	City/County Name Milwaukee
Type of Work Trees	Highway STH 145
Start Work Date	End Work Date

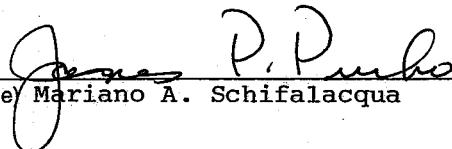
This contract is made and entered into by and between the Wisconsin Department of Transportation, Division of Transportation Infrastructure Development, designated the "Department", represented by its Administrator, and the above-identified City, designated the "City", represented by the individual(s) 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)

Recommended for Approval by City

 4/1/02
 (Name) Mariano A. Schifalacqua (Date)

for Commissioner of Public Works

 (Title)

Approved for the State of Wisconsin

(Contract Specialist) (Date)

(Name) (Date)

(Title)

(Director of Construction) (Date)

(Name) (Date)

(Governor of Wisconsin) (Date)

(Title)

1. 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 hereby 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 108.8 of the Standard Specifications, Liquidated Damages, are deleted from this contract.

2. The City 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.

3. The Department agrees to reimburse the City 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.

4. The Department agrees to pay the City and the City agrees to accept in full settlement for the work performed under this contract:

a. The actual cost of labor, at rates currently paid by the City for similar work in the city, materials and incidental expense furnished or incurred by the City 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 City Clerk.

b. The recognized costs incident to the employment of labor under this contract (such as workmen's compensation insurance, unemployment and retirement contributions and time off with pay) computed and requisitioned in accordance with established policy.

c. An allowance for the use of equipment, tools and incidentals for the work under this contract. Such allowance shall be in accordance with the rates specified in the attached Equipment Rental 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 City Clerk.

d. An allowance of one percent (1%) of the contract labor costs, including fringe benefit costs, for small tools used under this contract.

e. An allowance of four percent (4%) of the total contract cost for administrative support under this contract.

5. 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; lay-off 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.

6. The City agrees to furnish, on the Detailed Statement of Expenditures, an accurate distribution of the costs between the various items of work.

7. The estimated unit costs of materials being used on this contract are listed as attached.

Special Provisions

Table of Contents

Article	Description	Page #
1.	General	2
2.	Scope of Work.....	2
3.	Prosecution and Progress	2
4.	Traffic.....	2
5.	Utilities	2
6.	Contract Items	3
7.	Records Retention	3

SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of Project 1360-02-98, West Fond du Lac Avenue from North 19th Street to North 36th Street, STH 145, 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 1996, the Supplemental Specifications 2000 Edition, 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 trees and all incidental items necessary to plant them 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 108.8 of the standard specification are not applicable to this contract and hereby waived.

4. Traffic.

There will be no impacts to traffic patterns along West Fond du Lac Avenue as a result of this contract.

5. Utilities

This contract 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 and/or a direct call to the utilities known to 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 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 plant street trees 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.

D. 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.

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.