

CONTRACT FOR CONSTRUCTION BY CITY FORCES Agreed Unit Prices

Wisconsin Department of Transportation
DT1523 98 (Replaces EC722)

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| Contract Amount \$742,381.58 | Project 1060-25-72 |
| Road Name Area bounded by W. Wisconsin Av., W. Walnut St., N. 7th St., and N. 13th St., and adjoining streets. | City/County Name City of Milwaukee, Milwaukee County |
| Type of Work Install interim street lighting, installation of permanent street lighting, and removal of interim lighting. | Highway IH 94/USH 41, IH 43/USH 41, IH 794 |
| Start Work Date November 1, 2004 | End Work Date December 31, 2007 |

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

(Name) (Date)

Deputy 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)

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 108.8 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.

Special Provisions

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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of Project 1060-25-72, area bounded by West Wisconsin Avenue, West Walnut Street, North 7th Street and North 13th Street and adjoining streets, 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 2001 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 the installation of interim street lighting, installation of permanent lighting improvements and the removal of interim 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 specification are not applicable to this contract and hereby waived.

4. Traffic.

The contractor shall not interfere with the traffic patterns set by Project 1060-25-72.

5. Utilities.

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

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 describe items, when it becomes evident that a utility conflict could occur.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of existing and any new utility relocation work.

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 complete traffic signal modification 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. 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 a 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.