

CONTRACT FOR CONSTRUCTION Agreed Unit Prices

Wisconsin Department of Transportation
DT1522 11/2002 (Replaces EC606)

<input checked="" type="checkbox"/> County Name Milwaukee	<input type="checkbox"/> Town Name	<input checked="" type="checkbox"/> City Name Milwaukee	<input type="checkbox"/> Other Name
Contract Amount \$150,050.22		Project 1060-25-75	
Road Name W. Clybourn St./W. Tory Hill from N. 10th St. to a pt. W. of N. 18th St., W. Clybourn St. from a pt. E. of N. 20th St. to a pt. W. of N. 25th St. and W. St. Paul Ave., from N. 5th St. to a pt. W. of N. 6th St.		Highway IH 94/USH 41, IH 43/USH 41, IH 794	
Type of Work Install interim street lighting, installation of permanent street lighting and removal of interim lighting.			
Start Work Date January 1, 2005		Stop 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 City 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 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)

Thomas Melle For James Purbo
(Name)

Deputy Commissioner of Public Works
(Title)

Approved for the State of Wisconsin

(Contract Specialist) (Date)

(Director of Construction) (Date)

(Governor of Wisconsin) (Date)

Recommended for Approval by City

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

(Name)

(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 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.

Special Provisions

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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of Project 1060-25-75, West Clybourn Street/West Tory Hill from North 10th Street to a point west of North 18th Street, West Clybourn Street from a point east of North 20th Street to a point west of North 25th Street and West St. Paul Avenue from North 5th Street to a point west of North 6th 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 1060-25-75.

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 finished 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.

INFRASTRUCTURES SERVICE DIVISION - TRANSPORTATION
DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE
MARQUETTE INTERCHANGE, WEST CONTRACT, LOCAL STREETS
W. CLYBOURN ST. W. TORY HILL, FROM N. 10TH ST. TO A POINT WEST OF N. 18TH ST.
W. CLYBOURN ST. FROM A POINT EAST OF N. 20TH ST. TO A POINT WEST OF N. 25TH ST.
W. ST. PAUL AVE. FROM N. 5TH ST. TO A POINT WEST OF N. 6TH ST.

COST ESTIMATE - STREET LIGHTING

DRAWING# C-04-14 (sheets 1 thru 7),
C-04-15 (sheets 1 thru 5),
C-04-19 (sheets 1 thru 8),
C-04-20 (sheets 1 thru 9).

STATE	CITY	ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
		90005CZ	INSTALL A31 CONCRETE POLE, A31 CLAMP, 6' BRACKET, 250W/240V COBRA STYLE FIXTURE, WITH 250 WATT HIGH PRESSURE SODIUM LAMP. (INCLUDES RISER CABLE)	10	\$ 1,509.63	\$ 15,096.30
		90005DD	INSTALL A21 CONCRETE POLE, A21 CLAMP, 100W/240V SLIP FIT HEAD, OPTICAL ASSEMBLY AND 100 WATT HIGH PRESSURE SODIUM LAMP. (INCLUDES RISER CABLE)	1	\$ 1,249.35	\$ 1,249.35
		90005DP	INSTALL A-31 CONCRETE POLE, A-31 CLAMP, 250 WATT /240 VOLT MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP (INCLUDES RISER CABLE).	16	\$ 2,382.53	\$ 38,120.48
		90005EL	INSTALL METAL PEDESTAL CABINET	21	\$ 97.56	\$ 2,048.76
		90005EM	INSTALL PRIMARY OR SECONDARY RISERS	5	\$ 138.26	\$ 691.30
		90005EN	CONSTRUCT A 50KVA 240/480 VOLT POWER DISTRIBUTION ENCLOSURE	1	\$ 13,037.56	\$ 13,037.56
		90005EQ	REMOVE WOOD, CONCRETE, STEEL OR ALUMINUM POLES.	43	\$ 313.76	\$ 13,491.68
		90005ER	REMOVE PRIMARY OR SECONDARY RISERS	12	\$ 84.14	\$ 1,009.68
		90005GN	INSTALL A WOOD POLE 50 KVA 240/480 POWER DISTRIBUTION CABINET	1	\$ 7,063.53	\$ 7,063.53
		90005GR	EXISTING WOOD POLE , INSTALLATION OF 6' BRACKET, AND 250 W/240 VOLT COBRA FIXTURE WITH 250 WATT HIGH PRESSURE SODIUM LAMP. (INCLUDES RISER CABLE)	6	\$ 433.78	\$ 2,602.68
		90030A	INSTALL 3#2/1#8 LTP UNDERGROUND CABLE.	3100	\$ 3.81	\$ 11,811.00
		90030B	INSTALL 3#4/1#8 LTP UNDERGROUND CABLE.	815	\$ 3.46	\$ 2,819.90
		90030C	INSTALL 3#6/1#8 LTP UNDERGROUND CABLE.	1310	\$ 2.89	\$ 3,785.90
		90030D	INSTALL 3#8/1#8 LTP UNDERGROUND CABLE.	1535	\$ 2.56	\$ 3,929.60
		90030K	INSTALL 2#2/1#4 ALUMINUM TRIPLEX OVERHEAD CABLE.	1350	\$ 1.31	\$ 1,768.50
		90030M	INSTALL 3#6 ALUMINUM TRIPLEX OVERHEAD CABLE.	3035	\$ 1.08	\$ 3,277.80
		90030S	REMOVE OVERHEAD LINE WIRES.	5055	\$ 0.84	\$ 4,246.20

WE ENGERIES ELECTRICAL SERVICE COST \$ 24,000.00

ESTIMATED COST FOR 2004 TOTAL PROJECT COST \$ 150,050.22

APPROVED BY:



ROBERT W. BRYSON
STREET LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC & LIGHTING DESIGN UNIT