

CONTRACT FOR CONSTRUCTION BY CITY FORCES Service and Supply

Wisconsin Department of Transportation
DT1524 798 (Replaces EC723)

| | |
|--|--|
| Contract Amount \$376,210.9 | Project 2410-00-73 |
| Road Name National/6th Street/5th Street Streetscape Area | City/County Name City of Milwaukee, Milwaukee County |
| Type of Work Installation of Lighting and Outlet Circuitry | Highway STH 59 |
| Start Work Date 5/15/04 | End Work Date 6/30/05 |

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)

(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 2410-00-73, West National Avenue from South 1st Street to South 12th Street, South 6th Street from West Virginia Street to West National Avenue, and South 5th Street from West Virginia Street to West Washington 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 1996, the Supplemental Specifications 2002 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 traffic signals and signs 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 2002 supplemental specifications are not applicable to this contract and hereby waived.

4. Traffic.

The contractor shall not interfere with the traffic patterns set by Project 2060-07-71.

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 items, 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 and signs 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 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.

INFRASTRUCTURES SERVICE DIVISION - TRANSPORTATION
DEPARTMENT OF PUBLIC WORKS - CITY OF MILWAUKEE
W. NATIONAL AV. FROM S. 1st ST. TO S. 12th ST.
S. 6th ST. FROM W. VIRGINIA ST. TO W. NATIONAL AV.
S. 5TH ST. FROM W. VIRGINIA ST. TO W. WASHINGTON ST.

COST ESTIMATE - STREET LIGHTING

DRAWING# C-01-44 (sheets 1 thru 14)

| STATE | CITY | DESCRIPTION | QUANTITY | UNIT COST | TOTAL COST |
|---------|------|---|----------|-------------|--------------|
| 90005F | 39L | EXISTING LIGHTING UNIT "U" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, AND 250 WATT/ 240 VOLT HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION 250 WATT/240 VOLT HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. | 1 | \$ 1,281.26 | \$ 1,281.26 |
| 90005K | 31LM | EXISTING LIGHTING UNIT "A31" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, A31 CLAMP, AND 250 WATT/240 VOLT HIGH PRESSURE COBRA STYLE FIXTURE. THE INSTALLATION OF A31STYLE LANTERN CLAMP, 250 WATT/240 VOLT HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. | 1 | \$ 1,405.34 | \$ 1,405.34 |
| 90005AQ | 47L | EXISTING LIGHTING UNIT "P" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, AND 150 WATT NO BALLAST HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION 150 WATT NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 150 WATT HIGH PRESSURE SODIUM LAMP, AND 55 VOLT IGNITOR. | 17 | \$ 1,051.58 | \$ 17,876.86 |
| 90005AR | 51L | EXISTING LIGHTING UNIT "P" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, AND 250 WATT NO BALLAST HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION 250 WATT NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP, AND 100 VOLT IGNITOR. | 1 | \$ 1,055.63 | \$ 1,055.63 |
| 90005AU | 39L | EXISTING LIGHTING UNIT "U" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, AND 150 WATT NO BALLAST HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION 150 WATT NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP, AND 55 VOLT IGNITOR. | 3 | \$ 1,051.58 | \$ 3,154.74 |
| 90005AW | 3L | EXISTING LIGHTING UNIT "A26" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, A26 CLAMP, AND 150 WATT/NO BALLAST HIGH PRESSURE COBRA STYLE FIXTURE. THE INSTALLATION OF A26 STYLE LANTERN CLAMP, 150 WATT/NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 150 WATT HIGH PRESSURE SODIUM LAMP AND 55 VOLT IGNITOR. | 4 | \$ 1,179.25 | \$ 4,717.00 |
| 90005AY | 27L | EXISTING LIGHTING UNIT "A31" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, A31 CLAMP, AND 150 WATT/NO BALLAST HIGH PRESSURE COBRA STYLE FIXTURE. THE INSTALLATION OF A31 STYLE LANTERN CLAMP, 150 WATT/NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 150 WATT HIGH PRESSURE SODIUM LAMP AND 55 VOLT IGNITOR. | 1 | \$ 1,175.65 | \$ 1,175.65 |

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| 90005BF | 74L | EXISTING LIGHTING UNIT WOOD POLE, REMOVAL OF 6' BRACKET AND 250 WATT/ NO BALLAST HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION OF 250 WATT/ NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET, MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP AND 100 VOLT IGNITOR. | 1 | \$ 1,055.63 | \$ 1,055.63 |
| 90005AZ | 31L | EXISTING LIGHTING UNIT "A31" STYLE CONCRETE POLE, REMOVAL OF 6' BRACKET, A31 CLAMP, AND 250 WATT/NO BALLAST HIGH PRESSURE COBRA STYLE FIXTURE. THE INSTALLATION OF A31 STYLE LANTERN CLAMP, 250 WATT/NO BALLAST HIGH PRESSURE SODIUM MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP AND 100 VOLT IGNITOR. | 10 | \$ 1,159.85 | \$ 11,598.50 |
| 90005EB | 81A | INSTALL H15 CONCRETE POLE, 70 WATT/240 VOLT MILWAUKEE HARP FIXTURE WITH 70 WATT HIGH PRESSURE SODIUM LAMP. | 1 | \$ 1,688.91 | \$ 1,688.91 |
| 90005CB | 31TL | EXISTING AT31 CONCRETE POLE, REMOVAL OF 6' BRACKET AND 250 WATT/ NO BALLAST HIGH PRESSURE SODIUM COBRA STYLE FIXTURE. THE INSTALLATION OF 250 WATT/ NO BALLAST HIGH PRESSURE SODIUM LANTERN BRACKET, MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP AND 100 VOLT IGNITOR | 34 | \$ 1,055.63 | \$ 35,891.42 |
| 90005DJ | 7L | INSTALL A26 CONCRETE POLE, A26 CLAMP, 150W/ 240V MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 150 WATT HIGH PRESSURE SODIUM LAMP. | 3 | \$ 2,186.13 | \$ 6,558.39 |
| 90005DK | 11L | INSTALL A26 CONCRETE POLE, A26 CLAMP, 250W/ 240V MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. | 1 | \$ 2,175.65 | \$ 2,175.65 |
| 9000DP | 31L | INSTALL A31 CONCRETE POLE, A31 CLAMP, 250W/ 240V MILWAUKEE LANTERN BRACKET AND MILWAUKEE LANTERN WITH 250 WATT HIGH PRESSURE SODIUM LAMP. | 1 | \$ 2,382.53 | \$ 2,382.53 |
| 90005GH | 81 | INSTALL H15 CONCRETE POLE, 70 WATT SERIES SODIUM TRANSFORMER, 55 VOLT IGNITOR, AND MILWAUKEE HARP FIXTURE WITH 70 WATT HIGH PRESSURE SODIUM LAMPS. | 65 | \$ 2,049.44 | \$ 133,213.60 |
| 90005EL | | INSTALL METAL PEDESTAL CABINET | 2 | \$ 97.56 | \$ 195.12 |
| 90005EP | | CONSTRUCT A 100 AMP 120/240 VOLT SERVICE CABINET | 3 | \$ 3,366.09 | \$ 10,098.27 |
| 90005EQ | | REMOVE WOOD, CONCRETE, STEEL OR ALUMINUM POLE COMPLETE. | 9 | \$ 313.76 | \$ 2,823.84 |
| 90030D | | INSTALL 3#8/1#8 LTP UNDERGROUND CABLE | 113 | \$ 2.56 | \$ 289.28 |
| 90030E | | INSTALL 3#10 WITH GROUND UF CABLE | 15585 | \$ 2.27 | \$ 35,377.95 |
| 90030G | | INSTALL 3#12 UF UNDERGROUND CABLE | 270 | \$ 2.12 | \$ 572.40 |
| 90030H | | INSTALL 2#12 UF UNDERGROUND CABLE | 1062 | \$ 2.01 | \$ 2,134.62 |
| 90030P | | INSTALL 2.5" P.V.C. CONDUIT (HOLE HOG/BORE) | 14415 | \$ 6.30 | \$ 90,814.50 |
| | | | | | \$ 367,537.09 |

SUB-CONTRACTOR CHARGES

| | |
|--|----------------------|
| We Energies charges ti install electrical service to power cabinet at 801 S. 6th St. | \$ 366.28 |
| We Energies charges ti install electrical service to power cabinet at 801 S. 5th St. | \$ 483.87 |
| We Energies charges ti install electrical service to power cabinet at 803 S. 9th St. | \$ 7,823.66 |
| Total Cost | \$ 376,210.90 |

APPROVED BY:



Robert W. Bryson
STREET LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC & LIGHTING DESIGN UNIT