

CONTRACT FOR CONSTRUCTION BY CITY FORCES Service and Supply

Wisconsin Department of Transportation
DT1524 798 (Replaces EC723)

Contract Amount \$253,445.98	Project 2202-01-91
Road Name West Blue Mound Road	City/County Name Milwaukee
Type of Work Street Light Installation and Overhead Removal	Highway USH 18
Start Work Date 6/1/04	End Work Date 12/1/04

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)

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

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SPECIAL PROVISIONS

1. General.

The work under this contract for the construction of Project 2201-01-91, Street Lighting Installation and Overhead Removal Plans for West Blue Mound Road, from North 66th Street to North Story Parkway, 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 2003, 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 street lighting 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. Utilities.

This project 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 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.

5. **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 interim street lighting 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.

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.

6. **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
 WEST BLUEMOUND ROAD
 N. 66th ST. TO N. STORY PARKWAY

April 2, 2004

COST ESTIMATE - STREET LIGHTING

DRAWING# C-04-03 (sheets 2 thru 11),
 (sheets 13 thru 21)

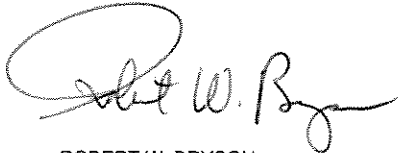
STATE ITEM	Description	Quantity	Unit Cost	Total Cost
90005K	Existing lighting unit A31 style concrete pole, removal of 6' bracket, A31 clamp, and 250 watt/240 volt high pressure sodium cobra style fixture. The installation of A31 style lantern clamp, 250 watt/240 volt high pressure sodium Milwaukee Lantern bracket and Milwaukee Lantern with 250 watt high pressure sodium lamp.	14	\$ 1,405.34	\$ 19,674.76
90005CE	Remove existing mercury vapor fixture from 6' bracket and underground series mercury vapor transformer. Install a 100 watt series sodium vapor transformer and 55v. Ignitor with 100 watt high pressure sodium lamp in existing fixture.	3	\$ 509.61	\$ 1,528.83
90005CG	Remove existing mercury vapor fixture from 6' bracket and underground series mercury vapor transformer. Install a 250 watt series sodium vapor transformer and 100v. Ignitor with 250 watt high pressure sodium lamp in existing fixture.	2	\$ 514.82	\$ 1,029.64
90005CH	Remove existing multiple mercury vapor head from 6' bracket. Install a 100w/240v sodium vapor head with 100 watt high pressure sodium lamp and reinstalling the existing refractor.	10	\$ 158.21	\$ 1,582.10
90005CJ	Remove existing multiple mercury vapor cobra style fixture from 6' bracket. Install 150w/240v high pressure sodium cobra style fixture with 150 watt high pressure sodium lamp.	2	\$ 204.41	\$ 408.82
90005CZ	Install A31 concrete pole, A31 clamp, 6' bracket and 250w/240v cobra style fixture with 250 watt high pressure sodium lamp. (includes riser cable)	6	\$ 1,509.63	\$ 9,057.78
90005DB	Install A31 concrete pole, A31 clamp, 2 - 6' bracket and 2 - 250w/240v cobra style fixture with 250 watt high pressure sodium lamp. (includes riser cable)	2	\$ 1,837.37	\$ 3,674.74
90005DP	Install A31 concrete pole, A31 clamp, 250w/240v Milwaukee Lantern bracket, and Milwaukee Lantern with 250 watt high pressure sodium lamp. (includes riser cable)	19	\$ 2,382.53	\$ 45,268.07
90005EA	Install H17 concrete pole and 70w/240v Milwaukee Harp fixture with 70 watt high pressure sodium lamp. (includes riser cable)	4	\$ 1,690.33	\$ 6,761.32
90030A	Install 3#2/1#8 LTP underground cable	8,779	\$ 3.81	\$ 33,447.99
90030B	Install 3#4/1#8 LTP underground cable	1,834	\$ 3.46	\$ 6,345.64
90030C	Install 3#6/1#8 LTP underground cable	585	\$ 2.89	\$ 1,690.65
90030D	Install 3#8/1#8 LTP underground cable	3,040	\$ 2.56	\$ 7,782.40
90030H	Install 2#12 UF underground cable	20	\$ 2.01	\$ 40.20
90030J	Install 1#8 FS underground cable	3,803	\$ 3.41	\$ 12,968.23
90030Q	Install 2.5" P.V.C conduit (trench)	6,699	\$ 6.74	\$ 45,151.26
90005EL	Install Metal Pedestal Cabinet	43	\$ 97.56	\$ 4,195.08
90005FV	Install A31 concrete pole, A31 clamp, 250 watt series sodium transformer, 100 volt ignitor, Milwaukee Lantern bracket, and Milwaukee Lantern with 250 watt high pressure sodium lamp. (includes riser cable)	3	\$ 2,484.59	\$ 7,453.77
90005GG	Install H17 concrete pole, 70 watt series sodium transformer, 55 volt ignitor, Milwaukee Harp fixture with 70 watt high pressure sodium lamp. (includes riser cable)	1	\$ 2,053.16	\$ 2,053.16
90005GQ	Installation of a rectangular vault	29	\$ 247.32	\$ 7,172.28
90005EQ	Remove wood, concrete, steel, or aluminum pole complete	73	\$ 313.76	\$ 22,904.48
90005ER	Remove primary or secondary riser	27	\$ 84.14	\$ 2,271.78
90030S	Remove overhead line wires	13,075	\$ 0.84	\$ 10,983.00

ESTIMATED COST FOR 2004

TOTAL PROJECT COST

\$253,445.98

APPROVED BY:



ROBERT W. BRYSON
 STREET LIGHTING ENGINEER

TRANSPORTATION SECTION
 TRAFFIC & LIGHTING DESIGN UNIT