

CONTRACT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation
DT2056 7/2005

Project ID 2140-11-90	Contract Amount \$277,990.68	Contract between WDOT and Local Governmental Unit <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Milwaukee <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County – Who is doing the work
Road Name N. 76 th St. (STH 181) from W. Center St. to W. Appleton Av.		
Highway STH 181	County – Where Work Performed Milwaukee	<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Contract to BPD) <input type="checkbox"/> Work on Another Local Units System (CEF to DTSD Region, Contract to BPD)
<input checked="" type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Contract to BHO) <input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Contract to BHO)		
Type of Work Traffic Signal and Sign Modifications		
Approximate Start Work Date April 1, 2009		Approximate Stop Work Date December 31, 2010

This contract is made and entered into by and between the Wisconsin Department of Transportation, designated the "Department", and the above-identified county or municipality, designated the "Local Governmental Unit", represented by its designees 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 Local Governmental Unit's organization, forces, and equipment. The Department and Local Governmental Unit mutually agree to the provisions on the attached pages, which are made a part of this contract.

Recommended for Approval

For County or Municipality

For Wisconsin Department of Transportation

(Name) (Date)

(Title)

(Regional Director) (Date)

(Name) (Date)

(Title)

Approved for the State of Wisconsin

(Name) (Date)

(Title)

(Contract Specialist) (Date)

(Name) (Date)

(Title)

(Director of Project Development) (Date)

(Governor of Wisconsin) (Date)

The Local Governmental Unit 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 Local Governmental Unit.

The provisions of Subsection 108.11 of the Standard Specifications, Liquidated Damages, are deleted from this contract.

The Local Governmental Unit 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.

The Department agrees to reimburse the Local Governmental Unit 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.

The Department agrees to pay to the Local Governmental Unit and the Local Governmental Unit agrees to accept in full, settlement for the work performed under this contract:

1. The actual cost of labor, at rates currently paid by the Local Governmental Unit for similar work in the area, materials and incidental expense furnished or incurred by the Local Governmental Unit 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 Local Governmental Unit.
2. The recognized costs incident to the employment of labor under this contract (such as worker's compensation insurance, unemployment and retirement contributions and time off with pay) computed and requisitioned in accordance with established policy.
3. An allowance for the use of equipment, tools and incidentals for the work under this contract. Such allowance shall be in accordance with the provisions of, and at the rates either:
 - (a) Specified in the Cost Agreement between the Department and the Local Governmental Unit in effect when the work is performed, except for the

conditions, changes or additions as listed below, or as may be otherwise provided in the Special Provisions of this contract; or,

- (b) Specified in the attached Equipment Rate 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 Local Governmental Unit.

The rates established apply on equipment in good working order. Allowance will be made only for the time during which the equipment is in actual use on the project; no allowance will be made for equipment wholly inadequate or inefficient or in excess of the requirements of the work.

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.

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

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

PROJECT UNIT COST ANALYSIS

ESTIMATE OF QUANTITIES

PROJECT ID 2140-11-90

N. 76TH ST. (STH 181) FROM W. CENTER ST. TO W. APPLETON AV. (USH 41)
MILWAUKEE COUNTY

Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71033	Opticom 711 Detector w/ Selector Card	Each	4	\$9,599.38	\$2,578.59	\$10,314.35
71034	Opticom 721 Detector w/ Selector Card	Each	7	\$30,851.12	\$4,586.05	\$32,102.32
71035	Opticom Flood Lights	Each	18	\$905.50	\$199.64	\$3,593.46
71060	512 Signal Housing	Each	4	\$2,191.21	\$949.98	\$3,799.90
71062	312 Signal Housing	Each	58	\$20,334.32	\$574.02	\$33,293.22
71066LC	DW-W Combination 12" Sig. Hous.	Each	40	\$6,602.80	\$299.13	\$11,965.10
71066RLC	DW-W Combo w/ 12" LED Module	Each	8	\$767.39	\$229.98	\$1,839.85
71067	Countdown Ped 12" Sig. Hous.*	Each	40	\$7,523.21	\$322.14	\$12,885.51
71067RL	Countdown Ped 12" LED Modules*	Each	8	\$951.47	\$252.99	\$2,023.93
71125	Pushbutton, Mushroom Head (ADA 2")	Each	12	\$444.95	\$126.45	\$1,517.41
71156	Lead in Cable (Probe)	LF	2760	\$919.26	\$2.57	\$7,085.91
71170	9 #14 LTP	LF	240	\$212.75	\$3.12	\$748.98
71171	12 #14 LTP	LF	270	\$296.13	\$3.33	\$899.40
71172	17 #14 LTP	LF	3395	\$5,038.63	\$3.72	\$12,624.05
71173	20 #14 LTP	LF	2155	\$3,818.45	\$4.01	\$8,633.35
71174	Install 9 #14 Interconnect Cable*	LF	2840	\$2,963.44	\$7.75	\$21,999.62
71190	Mast Arm, Fabricated	Each	14	\$944.61	\$1,506.34	\$21,088.82
71191	Mast Arm Pole, Installed	Each	14	\$24,965.01	\$2,258.93	\$31,625.00
71197	SS 13'	Each	18	\$12,697.72	\$1,107.60	\$19,936.83
71198	1' SS Extension Installed	Each	18	\$1,159.00	\$109.08	\$1,963.35
71712	312 Sig. Hous. Relocated	Each	2	\$22.20	\$234.53	\$469.06
71724	170 Solid State Controller, Relocated	Each	1	\$5.84	\$363.33	\$363.33
71731	312M Sig. Hous. Relocated	Each	2	\$35.52	\$375.25	\$750.49
73294	3' RSP Socket	Each	121	\$2,425.72	\$37.35	\$4,519.01
73296	2"x9'6" Pipe	Each	104	\$4,368.84	\$45.47	\$4,728.67
73298	2"x11'0" Pipe	Each	17	\$795.61	\$50.26	\$854.44
73299	Signs Reflective Type II	Sq Ft	932	\$6,659.35	\$10.94	\$10,198.63
73310	Mounting Hardware CP/SS/AP	Each	55	\$8.80	\$3.62	\$199.11
73311	Mounting Hardware PS	Each	129	\$140.57	\$4.55	\$586.91
73312	SNS Mounting CP	Each	26	\$467.75	\$21.45	\$557.72
73313	SNS Mounting PS	Each	12	\$1.92	\$3.62	\$43.44
73325	SNS Mounting Signals	Each	32	\$559.41	\$17.48	\$559.41
90005EM	Install Secondary Riser*	Each	4	\$231.15	\$147.16	\$588.64
90005ER	Remove Secondary Riser*	Each	4	\$17.76	\$93.81	\$375.25
90030A	3 #2/1 #8 LTP	LF	790	\$2,933.06	\$5.65	\$4,465.00
90030B	3 #4/1 #8 LTP	LF	645	\$1,559.48	\$4.36	\$2,811.02
90030Q	2.5" PVC Trench	LF	140	\$213.94	\$7.97	\$1,116.10
90030S	Remove Overhead Lines	LF	4570	\$202.91	\$0.94	\$4,287.20

TOTAL CITY COST \$277,990.68
TOTAL EXCLUDED COSTS \$153,836.18
TOTAL CITY COST FOR COMPARISON \$240,117.73

APPROVED BY:

ROBERT W. BRYSON
 CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION
 TRAFFIC AND LIGHTING DESIGN UNIT
 JOSEPH C. BLAKEMAN
 REVISED: OCTOBER 31, 2008

* These items are unique and have no comparable standard bid item equivalent. Therefore, they are not included in the comparison to bid cost.

** Please note that the Total City Cost includes the embedded costs of mobilization and traffic control which are included in the times used for calculating City Unit Costs on the attached worksheets.