

CONTRACT FOR CONSTRUCTION BY CITY FORCES Service and Supply

Wisconsin Department of Transportation
DT1524 798 (Replaces EC723)

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| Contract Amount \$60,209.36 | Project 2565-00-92 |
| Road Name N. Green Bay Ave W. Villard Ave. to W. Silver Spring Dr | City/County Name City of Milwaukee |
| Type of Work Traffic Signals and Signs | Highway STH 57 |
| Start Work Date 5/12/03 | End Work Date October 24, 2003 |

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.