

# CONTRACT FOR CONSTRUCTION

## Local Force Account

Wisconsin Department of Transportation  
DT2056 7/2005

Project ID 2410-12-90	Contract Amount \$109,877.18	<b>Contract between WDOT and Local Governmental Unit</b> <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 W. National Av. Streetscape Enhancement		
Highway STH 59	County – Where Work Performed Milwaukee	<input checked="" 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 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 Street Lighting and Traffic Signal Improvements		
Approximate Start Work Date July 1, 2010		Approximate Stop Work Date December 31, 2011

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

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name) (Date)

\_\_\_\_\_  
(Title)

#### For Wisconsin Department of Transportation

\_\_\_\_\_  
(Regional Director) (Date)

#### Approved for the State of Wisconsin

\_\_\_\_\_  
(Contract Specialist) (Date)

\_\_\_\_\_  
(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.

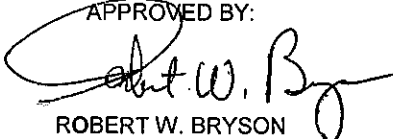
The estimated unit costs of materials being used on this contract are listed as attached.

**PROJECT UNIT COST ANALYSIS**

ESTIMATE OF QUANTITIES  
PROJECT ID 2410-12-90  
WEST NATIONAL AVENUE STREETScape ENHANCEMENT  
STREET LIGHTING AND TRAFFIC SIGNALS  
MILWAUKEE COUNTY

Item No.	Std. Bid Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71031	204.0155	Removing Concrete Sidewalk	SY	20	\$ 4.52	\$ 6.52	\$ 130.31
71032	602.0410	Concrete Sidewalk 5-inch	Sq Ft	180	\$ 289.09	\$ 7.90	\$ 1,421.27
71034	SPV.0060.001	Opticom 721 Detector w/ Selector Card	Each	2	\$ 4,994.26	\$ 2,694.73	\$ 5,389.45
71035	SPV.0060.002	Opticom Flood Lights	Each	4	\$ 209.61	\$ 213.07	\$ 852.27
71055	658.0225	Backplates Signal Face 5 Section 12-inch	Each	2	\$ 126.28	\$ 87.85	\$ 175.70
71057	658.0215	Backplates Signal Face 3 Section 12-inch	Each	2	\$ 83.64	\$ 66.53	\$ 133.06
71060	658.0120	Traffic Signal Face 5-12 Inch Vertical	Each	1	\$ 563.73	\$ 1,008.34	\$ 1,008.34
71062	658.0110	Traffic Signal Face 3-12 Inch Vertical	Each	6	\$ 2,205.80	\$ 614.63	\$ 3,687.76
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	8	\$ 1,392.66	\$ 322.28	\$ 2,578.23
71067	SPV.0060.003	Pedestrian Countdown Signal Face 12-Inch	Each	8	\$ 1,382.96	\$ 321.07	\$ 2,568.53
71142	652.0605	Conduit Special 2-Inch	LF	2,075	\$ 895.93	\$ 7.00	\$ 14,519.41
71154	SPV.0090.001	Opticom Cable	LF	215	\$ 116.92	\$ 3.01	\$ 647.95
71156	SPV.0090.002	Cable Traffic Signal Loop Lead-In	LF	1,300	\$ 473.56	\$ 2.83	\$ 3,684.50
71160	SPV.0090.003	Cable Service 3 #2/1 #8 LTP	LF	405	\$ 1,320.39	\$ 5.39	\$ 2,184.88
71161	SPV.0090.004	Cable Service 3 #4/1 #8 LTP	LF	425	\$ 1,309.29	\$ 5.22	\$ 2,216.42
71162	SPV.0090.005	Cable Service 3 #6/1 #8 LTP	LF	155	\$ 329.68	\$ 4.26	\$ 661.06
71163	SPV.0090.006	Cable Service 3 #8/1 #8 LTP	LF	965	\$ 1,370.25	\$ 3.55	\$ 3,428.92
71172	SPV.0090.007	Cable Traffic Signal 17-14 AWG	LF	710	\$ 975.66	\$ 3.84	\$ 2,729.33
71173	SPV.0090.008	Cable Traffic Signal 20-14 AWG	LF	410	\$ 687.63	\$ 4.15	\$ 1,700.30
71176	SPV.0090.009	Remove Temporary Overhead Line	LF	430	\$ 24.51	\$ 1.05	\$ 449.36
71190	SPV.0060.004	Mast Arm Fabricated	Each	1	\$ 69.15	\$ 1,560.42	\$ 1,560.42
71191	SPV.0060.005	Mast Arm Pole	Each	1	\$ 1,811.88	\$ 2,335.60	\$ 2,335.60
71197	SPV.0060.006	Signal Standard 13'	Each	1	\$ 663.44	\$ 1,108.05	\$ 1,108.05
71198	SPV.0060.007	Signal Standard 1' Extension	Each	2	\$ 114.18	\$ 106.49	\$ 212.98
71199	SPV.0060.008	Signal Standard 2' Extension	Each	1	\$ 99.32	\$ 148.74	\$ 148.74
71700	SPV.0060.009	Signal Housing Relocated	Each	3	\$ 51.30	\$ 313.49	\$ 940.48
90005-14	SPV.0090.010	3 #10 with Ground UF Underground Cable	LF	2,885	\$ 4,076.78	\$ 3.55	\$ 10,229.82
90005-32	SPV.0060.010	H17 Concrete Pole includes Riser Cable	Each	18	\$ 15,605.37	\$ 1,124.55	\$ 20,241.82
90005-80	SPV.0060.011	70W/240V Black Milwaukee Harp with 70W High Pressure Sodium Lamp	Each	18	\$ 14,185.11	\$ 936.26	\$ 16,852.65
90005-99	SPV.0060.012	Secondary Splice	Each	15	\$ 44.25	\$ 126.45	\$ 1,896.71
90005-112	SPV.0060.013	200A, 120/240V Pad Mount Service Cabinet (Green)	Each	1	\$ 4,741.00	\$ 5,734.44	\$ 5,734.44

**TOTAL CITY COST \$ 109,877.18**  
**TOTAL EXCLUDED COSTS \$ 60,213.63**

APPROVED BY:  
  
ROBERT W. BRYSON  
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION  
TRAFFIC AND LIGHTING DESIGN UNIT  
JOSEPH C. BLAKEMAN  
REVISED: MARCH 18, 2010

\* Please note that the Total City Cost includes the embedded costs of mobilization, traffic control, mounting hardware, equipment removal, and construction staking electrical installations which are included in the times used for calculating City Unit Costs on the attached worksheets.