AGREEMENT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation DT2056 5/2010

Project ID 2645-07-90	Agreement Amount \$377,597.85	Agreement between WisDOT and Local Governmental Unit – Also must be doing the work Municipality			
Road Name City of Milwaukee, Vari Timers #2	ious Local Streets, Countdown	☐ City of Milwaukee ☐ Village of ☐ Town of			
Highway	County - Where Work Performed	County of			
Local Streets	Milwaukee	Li dounty of			
─ Work on STH Syste (CEF to BHO, Agreemer	m - SHR Funded ht to BHO)	Work on Local Units System (CEF to DTSD Region, Agreement to BPD)			
Work on STH Syste (CEF to BHO, Agreement	m – Non-SHR Funded ht to BHO)				
Type of Work Traffic Signals					
Approximate Start Work Date January 1, 2011		Approximate Stop Work Date August 31, 2011			

This agreement 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 agreement.

Recommended for Approval

		* *	
For County or Municipality	4	For Wisconsin Department of T	ransportation
(Name) Jeffrey J. Mantes	(Date)		
(Title) Commissioner of Public Works		(Regional Director)	(Date)
(Name) W. Martin Morics	(Date)	is a second of the second of t	
(Title) Comptroller			
(Name)	(Date)	Approved for the State of V	Visconsin
(Title)		(Contract Specialist)	(Date)
(Name)	(Date)	(Director of Project Development)	(Date)
(Title)	·	(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 agreement. 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 agreement.

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 agreement, 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 agreement.

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 agreement amount or as amended by agreement 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 agreement:

- 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 agreement, such payment to be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.
- The recognized costs incident to the employment of labor under this agreement (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 agreement. 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 agreement; or,
- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this agreement.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.

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 agreement, 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 agreement are listed as attached.

AGREEMENT FOR CONSTRUCTION Local Force Account

Wisconsin Department of Transportation DT2056 5/2010

Project ID Agreement Amount \$366,706.99		Agreement between WisDOT and Local Governmental Unit — Also must be doing the work ☑ Municipality					
Road Name City of Milwaukee, Vario Timers #3	ous Local Streets, Countdown	☐ City of Milwaukee☐ Village of☐ Town of					
Highway	County – Where Work Performed	County of					
Local Streets	Milwaukee						
Work on STH System (CEF to BHO, Agreement	m - SHR Funded t to BHO)	Work on Local Units System (CEF to DTSD Region, Agreement to BPD)					
Work on STH System (CEF to BHO, Agreemen	m – Non-SHR Funded t to BHO)						
Type of Work Traffic Signals							
Approximate Start Work Date January 1, 2011		Approximate Stop Work Date August 31, 2011					

This agreement 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 agreement.

Recommended for Approval

		- · · · · · · · · · · · · · · · · · · ·		
For County or Municipality		For Wisconsin Department of Transportation		
(Name) Jeffrey J. Mantes	(Date)			
(Title) Commissioner of Public Works		(Regional Director)	(Date)	
(Name) W. Martin Morics	(Date)	46		
(Title) Comptroller				
*		Approved for the State of W	/isconsin	
(Name)	(Date)			
(Title)		(Contract Specialist)	(Date)	
(Name)	(Date)	(Director of Project Development)	(Date)	
(Title)		(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 agreement. 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 agreement.

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 agreement, the fumishing 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 agreement.

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 agreement amount or as amended by agreement 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 agreement:

- 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 agreement, such payment to be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.
- The recognized costs incident to the employment of labor under this agreement (such as worker's compensation insurance, unemployment and retirement contributions and time off with pay) computed and requisitioned in accordance with established policy.
- An allowance for the use of equipment, tools and incidentals for the work under this agreement. 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 agreement; or.
- (b) Specified in the attached Equipment Rate schedule, or as may be otherwise provided in the special provisions of this agreement.

These payments shall be based on a Detailed Statement of Expenditures, submitted monthly with the Monthly Report of Expenditures, or the Final Report of Expenditures upon completion of all work included in the agreement and verified by the Local Governmental Unit and by the Department.

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 agreement, 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 agreement are listed as attached.

PROJECT UNIT COST ANALYSIS

ESTIMATE OF QUANTITIES PROJECT ID 2645-07-90 CITY OF MILWAUKEE, VARIOUS LOCAL STREETS, COUNTDOWN TIMERS #2 LOCAL STREETS MILWAUKEE COUNTY

Item No.	Std. Bld item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71066LC		Pedestrian Signal Face 12-Inch	Each	549 \$	95,571.20	\$ 322.28	\$ 176,931,04
71067	SPV.0060	Pedestrian Countdown Signal Face 12-Inch	Each	625 \$	108,044.04	\$ 321.07	\$ 200,666.81

TOTAL CITY COST \$ 377,597.85
TOTAL EXCLUDED COSTS \$ 203,615.24

APPROVED BY:

ROBERT W. BRYSON UCHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC AND LIGHTING DESIGN UNIT
JOSEPH C. BLAKEMAN
REVISED: OCTOBER 7, 2010

CITY OF MILWAUKEE DEPT, OF PUBLIC WORKS

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

PROJECT UNIT COST ANALYSIS

ESTIMATE OF QUANTITIES

PROJECT ID 2645-06-90
CITY OF MILWAUKEE, VARIOUS LOCAL STREETS, COUNTDOWN TIMERS #3
LOCAL STREETS
MILWAUKEE COUNTY

item No.	Std. Bld Item No.	Description	Unit	Quantity	Excluded Costs	City Unit	City Total
71066LC	658.0412	Pedestrian Signal Face 12-Inch	Each	5701	\$ 99,226.93	\$ 322.28	\$ 183,698,88
71067	SPV.0060	Pedestrian Countdown Signal Face 12-Inch	Each	570	\$ 98,536.16		\$ 183,008.11

TOTAL CITY COST \$ 366,706.99
TOTAL EXCLUDED COSTS \$ 197,763.09

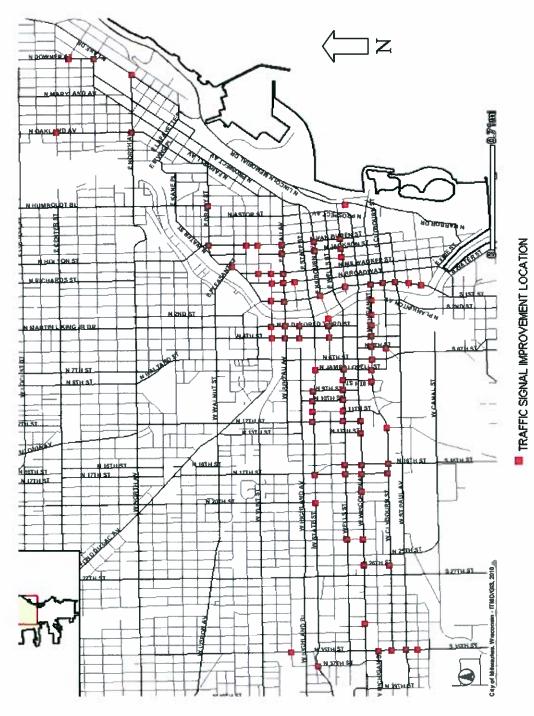
APPROVED BY:

ROBERT W. BRYSON
CHIEF TRAFFIC AND LIGHTING ENGINEER

TRANSPORTATION SECTION
TRAFFIC AND LIGHTING DESIGN UNIT
JOSEPH C. BLAKEMAN
REVISED: OCTOBER 7, 2010

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

PROJECT LOCATION MAP



PROJECT ID 2645-07-00 2010 HSIP GRANT CITY OF MILWAUKEE VARIOUS LOCAL STREETS COUNTDOWN TIMERS #2 CITY OF MILWAUKEE - DEPT, OF PUBLIC WORKS

PROJECT LOCATION MAP



TRAFFIC SIGNAL IMPROVEMENT LOCATION

PROJECT ID 2645-06-00
2010 HSIP GRANT
CITY OF MILWAUKEE VARIOUS LOCAL STREETS
COUNTDOWN TIMERS #3
CITY OF MILWAUKEE - DEPT. OF PUBLIC WORKS