CONTRACT FOR CONSTRUCTION BY CITY FORCES
Agreed Unit Prices

Wisconsin Department of Transportation
DT1523 98 (Replaces EC722)

Contract Amount $162,00.00	Project 2984-11-94
Road Name Traffic Signal Interconnect (Various Locations)	City/County Name Milwaukee
Type of Work Traffic Signal Interconnect Cable	Highway
Start Work Date 1/1/04	End Work Date 8/1/05

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)

(Director of Construction) (Date)

(Governor of Wisconsin) (Date)

(Name) (Date)

(Title)

(Name) (Date)

(Title)

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 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.

The schedule of items of work attached and made a part represents the classes of work, as more fully defined in the Standard Specifications or Special Provisions, which are to be performed under this contract and which will be subject to reimbursement. Work not included in such schedule will not be subject to reimbursement unless such work has been formally authorized and approved by an appropriate contract change order.

The quantities of such items as shown in the said schedule are considered to be approximate only, and the actual quantities upon which reimbursement is to be based will be determined by measurement during or upon completion of the work, except when agreements have been made providing for compensation on the basis of plan quantity per Subsection 109.1.1 of the Standard Specifications.

The unit prices stipulated for the items of work in the schedule are agreed to be the prices to be used in extending the quantities of the applicable items of work performed, to ascertain the total value of the work upon which reimbursement is to be made.

The Department will, from time to time as the work progresses, make estimates of the work performed, and upon completion of the work, make a determination of the quantities of the items of work completed and determine the money value by extending the quantities thus ascertained by the unit prices for the items as set forth in the schedule of items and unit prices.

The Department will pay the City, and the City agrees to accept such amount or amounts as full payment of the obligation of the Department to the City for the Project.

The City further agrees to reimburse the Department for any cost or expense it may have incurred on account of the Project for engineering services, including, but not limited to, because of specific enumeration, surveys, plans, supervision, inspection, or tests, and any other necessary project costs. The Department is authorized to make such deductions as may be necessary to defray the expense of the Department for these purposes from.the payment by the Department to the City.

The obligation of the City under this contract shall not be considered discharged unless and until the work to be performed under the contract has been completed and such other commitments, if any, made in connection with the Project, relating specifically to other stages of construction of the Project, shall have been fulfilled and a final acceptance of the Project has been made.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employe 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.