

AGREEMENT FOR CONSTRUCTION Local Force Account

Wisconsin Department of Transportation
DT2056 5/2011

Project ID 1206-01-86	Agreement Amount \$35,122.15	Agreement between WisDOT and Local Governmental Unit – Also must be doing the work <input checked="" type="checkbox"/> Municipality <input checked="" type="checkbox"/> City of Madison <input type="checkbox"/> Village of <input type="checkbox"/> Town of <input type="checkbox"/> County of
Federal Project ID WISC N/A	Road Name Madison - Cambridge Fish Hatchery Rd Interchange	
Highway USH 12	County – Where Work Performed Dane	<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD)
<input checked="" type="checkbox"/> Work on STH System - SHR Funded (CEF to BHO, Agreement to BHO)		
<input type="checkbox"/> Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO)		<input type="checkbox"/> Work on Local Units System (CEF to DTSD Region, Agreement to BPD)
Type of Work Furnishing and installing traffic signal cabinets.		
Approximate Start Work Date September 2012		Approximate Stop Work Date August 2013

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) (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 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.
2. 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.

Nothing in the indemnity provisions of this contract should be construed as a waiver of any statutory defenses that may be available to any government party.

JUSTIFICATION FOR FORCE ACCOUNT AGREEMENTS MORE THAN \$25,000

To: David Layton, P.E.
Project Manager
WisDOT Southwest Region
2101 Wright Street
Madison, WI 53704

From: David Dryer, P.E.
City Traffic Engineer
215 Martin Luther King Jr. Blvd.
Room 100
Madison, WI 53710

Subject: Project ID 1206-01-86
Madison – Cambridge
Fish Hatchery Rd Interchange
USH 12
Dane County

We hereby request approval to construct the subject project with our own forces and equipment under the following local force account contract:


The following information is provided to support this request:

1. Project location and length:
 - Ramp Intersections at the Interchange of USH 12 and Fish Hatchery Rd
 - Intersection of Fish Hatchery Rd and Emil / Ann St
2. Nature of the proposed project:
 - Refurbishing and re-installing traffic signal control cabinet at the EB USH 12 & Fish Hatchery Rd ramp terminal
 - Furnishing and installing traffic signal control cabinet at the WB USH 12 & Fish Hatchery Rd ramp terminal
 - Furnishing and installing traffic signal control cabinet at intersection of Fish Hatchery Rd and Emil / Ann St
 - Traffic signals at the ramp terminal are state owned signals operated and maintained for the state by City of Madison forces.
 - Traffic signals at Fish Hatchery Rd and Emil / Ann St are city owned. Interchange reconstruction requires modifications to the signal.
3. Proposed Funding: 100% State Funded
4. Cost analysis and Total cost estimate: \$ 35,122.15
(see attached cost analysis)
5. Specialized equipment rental: \$ None
6. Private contract cost comparison: \$ 44,350.00

We consider the performance of this work with our forces and equipment to be in the public interest on the basis that:

1. The anticipated cost of labor, equipment and material will be less than that which could be expected to be obtained through the competitive bidding process.
2. We are properly staffed with well trained and experienced personnel and suitably equipped to satisfactorily perform the proposed work.
3. Traffic signal equipment costs are lower for the City as we are able to purchase larger quantities using a competitive bidding process.

4. Prior commitments to perform other work will not impact the Municipality's ability to perform the work under this agreement.


Requester's signature

5/22/12
Date

FIGURE 1

**FISH HATCHERY ROAD INTERCHANGE, MADISON - CAMBRIDGE
 USH 12, DANE COUNTY
 PROJECT I.D. 1206-01-86
 LOCAL FORCE ACCOUNT CONTRACT COST ESTIMATE**

CITY FURNISHED MATERIALS						
ITEM	DESCRIPTION	UNIT	QTY	EST. COST	EST. TOTAL COST	
1	TRAFFIC SIGNAL CONTROLLER	EA	2	\$ 2,900.00	\$ 5,800.00	
2	TRAFFIC SIGNAL CONTROL CABINET	EA	2	\$ 6,800.00	\$ 13,600.00	
3	REFURBISH EXISTING TRAFFIC SIGNAL CABINET	EA	1	\$ 500.00	\$ 500.00	
4	NEMA-PLUS CONFLIT MONITOR	EA	2	\$ 600.00	\$ 1,200.00	
5	OPTICAL SIGNAL PREEMPT	EA	3	\$ 2,500.00	\$ 7,500.00	
CITY FURNISHED MATERIALS TOTAL					\$ 28,600.00	

CITY LABOR & EQUIPMENT						
ITEM	LABOR & EQUIPMENT CATEGORY	UNIT	QTY	UNIT RATE	EXTENDED	
1	LABOR	HRS	66	\$ 55.30	\$ 3,649.80	
2	STANDARD PICKUP	HRS	15	\$ 15.00	\$ 225.00	
3	STEP VAN	HRS	27	\$ 20.00	\$ 540.00	
4	PLATFORM TRUCK	HRS	9	\$ 20.00	\$ 180.00	
5	TOWER TRUCK	HRS	12	\$ 45.00	\$ 540.00	
CITY LABOR TOTAL					\$ 5,134.80	

SUMMARY		
ITEM	DESCRIPTION	COST
1	CITY FURNISHED MATERIALS TOTAL	\$ 28,600.00
2	CITY LABOR TOTAL	\$ 5,134.80
3	SMALL TOOL ALLOWANCE (1% OF LABOR)	\$ 36.50
4	ADMINISTRATIVE SUPPORT (4% OF SUBTOTAL)	\$ 1,350.85
GRAND TOTAL		\$ 35,122.15

COST ESTIMATE BASED ON UNIT COST						
ITEM	DESCRIPTION	UNIT	QTY	EST. COST	EST. TOTAL COST	
1	TRAFFIC SIGNAL CONTROLLER	EA	2	\$ 3,050.00	\$ 6,100.00	
2	TRAFFIC SIGNAL CONTROL CABINET	EA	2	\$ 8,101.00	\$ 16,202.00	
3	REFURBISH EXISTING TRAFFIC SIGNAL CABINET	EA	1	\$ 520.15	\$ 520.15	
4	NEMA-PLUS CONFLIT MONITOR	EA	2	\$ 750.00	\$ 1,500.00	
5	OPTICAL SIGNAL PREEMPT	EA	3	\$ 3,600.00	\$ 10,800.00	
TOTAL					\$ 35,122.15	

FIGURE 2

FISH HATCHERY ROAD INTERCHANGE, MADISON - CAMBRIDGE
USH 12, DANE COUNTY
PROJECT I.D. 1206-01-86
PRIVATE CONTRACT COST ESTIMATE

WORK ITEMS						
ITEM	DESCRIPTION	UNIT	QTY	EST. COST	EST. TOTAL COST	
1	TRAFFIC SIGNAL CONTROLLER	EA	2	\$ 4,650.00	\$	9,300.00
2	TRAFFIC SIGNAL CONTROL CABINET	EA	2	\$ 9,050.00	\$	18,100.00
3	REFURBISH EXISTING TRAFFIC SIGNAL CABINET	EA	1	\$ 3,500.00	\$	3,500.00
4	NEMA-PLUS CONFLIT MONITOR	EA	2	\$ 950.00	\$	1,900.00
5	OPTICAL SIGNAL PREEMPT	EA	3	\$ 3,850.00	\$	11,550.00
				TOTAL	\$	44,350.00

COST EFFECTIVENESS FINDING FOR FORCE ACCOUNT AGREEMENTS

Local Force Account (STATE FUNDED)

DATE: 6/26/2012
TO: Paulette Hanna, P.E.
Pavement Maintenance Engineer
Bureau of Technical Services
FROM: David Layton, P.E.
Project Manager
SW Region - Madison Office
Project Development Section

SUBJECT: Cost Effectiveness Finding
Project I.D: 1206-01-86 Excluded Cost: \$28,600.00
Roadway Name: USH 12 Eligible Cost: \$6,522.15
Termini: Fish Hatchery Road Interchange
County Name: Dane
Type of maintenance: Traffic Signal Work

The City of Madison hereby requests permission to undertake the construction of the subject project with city forces and equipment under a Local Force Account (LFA). This work is being requested to facilitate reconstruction of the Fish Hatchery Road Interchange under ID 1206-01-84, a competitively bid project.

Project Location and Nature:

The project is located at the Fish Hatcher Road Interchange with the South Madison Beltline (USH 12). The project is less than one mile in length. The project includes improvements to three signalized intersections, two state owned signals and one city owned signal. The two state owned signals are operated and maintained for the state by city of Madison forces.

Work under this project consists of furnishing and installing two traffic signal cabinets; and refurbishing and reinstalling one signal cabinet.

The work will be done under traffic using MUTCD standards.

Proposed Funding:

It is proposed to fund this project with 100% State funds.

Cost Analysis:

A. Private Contract Estimate

ITEM	DESCRIPTION	UNIT	QTY	EST. COST	EST. TOTAL COST
1	TRAFFIC SIGNAL CONTROLLER	EA	2	\$ 4,650.00	\$ 9,300.00
2	TRAFFIC SIGNAL CONTROL CABINET	EA	2	\$ 9,050.00	\$ 18,100.00
3	REFURBISH EXISTING TRAFFIC SIGNAL CABINET	EA	1	\$ 3,500.00	\$ 3,500.00
4	NEMA-PLUS CONFLIT MONITOR	EA	2	\$ 950.00	\$ 1,900.00
5	OPTICAL SIGNAL PREEMPT	EA	3	\$ 3,850.00	\$ 11,550.00
				TOTAL COST	\$ 44,350.00

Paulette Hanna 7/9/12

B. City Cost Estimate

ITEM	DESCRIPTION	UNIT	QTY	EST. COST	EST. TOTAL COST
1	TRAFFIC SIGNAL CONTROLLER	EA	2	\$ 3,454.50	\$ 6,909.00
2	TRAFFIC SIGNAL CONTROL CABINET	EA	2	\$ 8,100.20	\$ 16,200.40
3	REFURBISH EXISTING TRAFFIC SIGNAL CABINET	EA	1	\$ 614.02	\$ 1,649.25
4	NEMA-PLUS CONFLIT MONITOR	EA	2	\$ 714.75	\$ 1,429.50
5	OPTICAL SIGNAL PREEMPT	EA	3	\$ 2,978.00	\$ 8,934.00
				TOTAL COST	\$ 35,122.15

C. Included Work

Labor:	\$3649.80
Equipment:	\$1485.00
Manufactured Materials:	\$0.00
Small Tools & Admin Support:	\$1387.35
Total:	\$6522.15

D. Excluded Work

Rental Equipment:	\$0.00
Purchased Materials:	\$28,600.00
Total:	\$28,600.00

Justification:

The estimated total cost of this work, on a private contract, is \$44,350. City of Madison agreed to perform the required work under a cost Reimbursement Contract (Local Force Account – State) for a total of \$35,122. The estimate shows a savings of \$9,228 (20.8%) if City of Madison forces do the work.

City of Madison agreed to start the project in September 2012 and complete all the necessary work by August 2013.

The City of Madison has performed similar work for several years under the agreements with WisDOT to maintain traffic signals in addition to performing electrical work for improvement projects under Local Force Account contracts.