

CONTRACT FOR CONSTRUCTION

Local Force Account

Wisconsin Department of Transportation
DT2056 7/2005

Project ID 5300-04-61	Contract Amount \$24,260	Contract between WDOT and Local Governmental Unit
Road Name Sauk City - Madison (Gammon Road Interchange)		<input checked="" type="checkbox"/> Municipality
Highway USH 12	County - Where Work Performed Dane	<input checked="" type="checkbox"/> City of Madison <input type="checkbox"/> Village of <input type="checkbox"/> Town of
		<input type="checkbox"/> County - Who is doing the work
<input checked="" type="checkbox"/> Work on STH System - SHR Funded (GEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Local Units System (GEF to DTSD Region, Contract to BPD)
<input type="checkbox"/> Work on STH System - Non-SHR Funded (GEF to BHO, Contract to BHO)		<input type="checkbox"/> Work on Another Local Units System (GEF to DTSD Region, Contract to BPD)
Type of Work Modification of state owned traffic signal control cabinets that are currently operated and maintained for the state by city of Madison forces.		
Approximate Start Work Date July 30, 2012		Approximate Stop Work Date August 3, 2012

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)

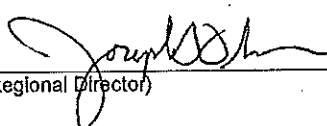
(Name) (Date)

(Title)

(Name) (Date)

(Title)

For Wisconsin Department of Transportation



(Regional Director) 07/25/12 (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.

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 NEGOTIATED CONTRACTS \$25,000 OR LESS

TO: Mike Rampetsreiter, Project Manager
SW Region – Madison
2101 Wright St
Madison, WI 53704-2583

FROM: David Dyer
City Traffic Engineer
215 Martin Luther King Jr Blvd Room 100
Madison, WI 53710

SUBJECT: Project ID 5300-04-61
Sauk City-Madison
(Gammon Rd Interchange)
USH 12
Dane County

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

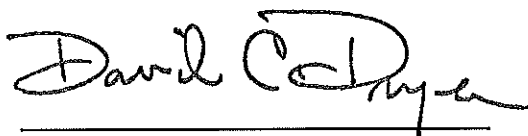
The following information is provided to support this request:

1. Project location

 USH 12/14 & Gammon Rd Interchange
2. Type of construction proposed: Modification of state owned traffic signal control cabinets that are currently operated and maintained for the state by city of Madison forces.
3. Proposed funding: 100% State Funding
4. Total cost estimate: \$24,260. (see attached cost estimate)

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

1. We are properly staffed and equipped to satisfactorily perform the proposed work.
2. The nature of the proposed work makes it unsuitable for economic performance under the competitive bidding process as previously documented by the Department of Transportation and FHWA for low-cost projects.



Requester's Signature

4-11-12
Date

LOCAL FORCE ACCOUNT COST ESTIMATE
CITY OF MADISON - Gammon Rd Interchange

LOCATION	CATEGORY	UNIT	QUANTITY	UNIT COST	ITEM COST
Gammon Rd Interchange	Labor - Electrician	Hrs	40	\$50.00	\$2,000.00
	Labor - Assistant	Hrs	40	\$25.00	\$1,000.00
	Materials				\$20,500.00
	Step Van	Hrs	40	\$19.00	\$760.00
TOTAL COST					\$24,260.00