Marinette County
HIGHWAY DEPARTMENT

Raymond G. Palonen
Highway Commissioner

MINUTES
Meeting of the Highway Committee
Wednesday, May 21, 2014
9:00 a.m.
Peshtigo Highway Office

Members Present: Chairperson Bousley, Supervisors Policello, Bauer, Kaufman and Nichols

Others Present: Highway Commissioner Ray Palonen, Patrol Superintendent Joe Baranek, Darren & Jessica Olson, Administrative Assistant Kellie Hartman, Peshtigo Times

1. Meeting Called to Order

Meeting called to order by Chair Bousley at 9:00 a.m.

2. Approve/amend Agenda

Motion (Bauer/Kaufman) to approve the agenda with item #6 removed. Motion carried.

3. Approve/correction of minutes

Motion (Policello/Nichols) to approve the minutes from May 7, 2014 as presented. Motion carried.

4. Public Comment

None

5. Darren Olson to install a driveway at N3420 CTH "CP"

Motion (Policello/Kaufman) to approve the variance from Chapter 22.01(2)(b) or the Marinette County Ordinances for Darren Olson to install a driveway at N3420 CTH "CP" located less than 100 feet from the nearest access point. Motion carried.

6. Local Force Agreement with WisDOT for $66,640.00

Motion (Bauer/Kaufman) to recommend County Board approve the Local Force Agreement with the Wisconsin Department of Transportation to shoulder USH "8" from CTH "O" to STH "141" for a total of $66,640.00. Motion carried. Attachment (a)

7. Move CTH "BB" paving from 2015 schedule to 2014

Motion (Bousley/Policello) to not move the CTH "BB" paving project schedule from 2.7 miles SE of CTH "B" to Pond Road into the 2014 paving program. Motion carried. Bauer & Kaufman voting no.

8. Schedule of Vouchers

Motion (Policello/Kaufman) to approve the vouchers in the amount of $194,558.01 as presented. Motion carried.

9. Next Meeting Date

The next meeting date will be on June 11, 2014 beginning at 9:00 a.m.

10. Road Tour

The Committee left at 9:30 a.m. for the road tour. No action taken.

11. Adjournment

Motion (Policello/Kaufman) to adjourn the meeting at 1:35 p.m. Motion carried.

Kellie Hartman/Administrative Assistant
Date approved/correct

Attachment (a)

AGREEMENT FOR CONSTRUCTION – Local Force Account

Wisconsin Department of Transportation
DT2056 7/2012

Project ID 1590-22-60	Agreement Amount $66,640	**Agreement between WisDOT and Local Governmental Unit** *(also must be doing the work)*
Federal Project ID WISC		☐ Municipality ☐ City of ☐ Village of ☐ Town of
Road Name GOODMAN - PEMBINE CTH O - USH 141		
Highway USH 8	County (where work performed) MARINETTE	☒ County of Marinette
☒ Work on STH System – SHR Funded (CEF to BHO, Agreement to BHO)		☐ Work on Local Units System (CEF to DTSD Region, Agreement to BPD)
☐ Work on STH System – Non-SHR Funded (CEF to BHO, Agreement to BHO)		
Type of Work Shouldering		
Approximate Start Work Date June 2, 2014		Approximate Stop Work Date September 25, 2015

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

(Name) 5/8/14 (Date)

Highway Commissioner
(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 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.