

RESOLUTION NO. 2014-34

RESOLUTION BY THE PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE AUTHORIZING RACINE COUNTY TO ENTER INTO A PERFORMANCE BASED MAINTENANCE (PBM) AGREEMENT 2014 PILOT PROGRAM WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) TO PLACE A BRIDGE DECK PROTECTIVE SURFACE TREATMENT ON VARIOUS BRIDGES IN RACINE COUNTY (PROJECT NO. 4951-41-61)

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the County is authorized to enter into a performance based maintenance (PBM) agreement with the Wisconsin Department of Transportation (WisDOT) for a bridge deck surface treatment project.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Racine County's formal agreed upon bid amount for said project is in the amount of \$50,809.69, as identified in "Exhibit A" that is attached hereto.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Racine County recognizes that based upon Racine County's formal bid amount for reimbursement, the County may generate revenues over expenditures or may have expenditures over revenues.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Public Works and Development Services Department is authorized to complete the scope of work involving placing a bridge deck protective surface treatment on 14 various bridges on the Burlington Bypass in Racine County.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the work performed in this agreement shall adhere to the guidelines set by the WisDOT in the special provisions for the PBM 2014 pilot program.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

PUBLIC WORKS, PARKS AND FACILITIES COMMITTEE

1st Reading \_\_\_\_\_

2nd Reading \_\_\_\_\_

BOARD ACTION

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

Katherine Buske, Chair

Daniel F. Sharkozy, Vice-Chair

1 Resolution No. 2014-34  
2 Page Two

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

VOTE REQUIRED: Majority

\_\_\_\_\_  
Kiana K. Johnson, Secretary

Prepared by:  
Public Works & Development  
Services Department

\_\_\_\_\_  
Ronald Molnar

\_\_\_\_\_  
Tom Hincz

\_\_\_\_\_  
Pamela Zenner-Richards

\_\_\_\_\_  
Kenneth Lumpkin

**The foregoing legislation adopted by the County Board of Supervisors of  
Racine County, Wisconsin, is hereby:**

**Approved: \_\_\_\_\_**

**Vetoed: \_\_\_\_\_**

**Date: \_\_\_\_\_,**

\_\_\_\_\_  
**James A. Ladwig, County Executive**

3  
4 **INFORMATION ONLY**

5  
6 **WHEREAS**, the Wisconsin Department of Transportation (WisDOT) created a road  
7 maintenance pilot program designed to create transparency of how transportation dollars for  
8 road maintenance is being spent and what type of projects are being completed; and

9  
10 **WHEREAS**, Racine County decided to participate in the pilot program and submitted a  
11 bid for bridge deck sealing on the State bridges; and

12  
13 **WHEREAS**, the scope of work involves placing a bridge deck protective surface  
14 treatment on 14 various bridges on the Burlington Bypass in Racine County; and

15  
16 **WHEREAS**, the scope of work Racine County will be providing shall adhere to the  
17 guidelines, procedures, and standards set forth in the special provisions for the PBM 2014 pilot  
18 program; and

19  
20 **WHEREAS**, the project required a formal bid from Racine County to WISDOT for the  
21 proposed scope of work (bridge deck sealing) in the amount of \$50,809.69 that was agreed  
22 upon; and

23  
24 **WHEREAS**, the WisDOT and Racine County recognize that based upon the bid price  
25 reimbursement, the County may generate revenues over expenditures or may have  
26 expenditures over revenues; and

27  
28 **WHEREAS**, any work not listed in the scope of the agreement will not be subject to  
29 reimbursement unless such work has been formally authorized and approved by an appropriate  
30 project change order; and



31  
32 **WHEREAS**, the payment for service and materials provided under this agreement shall  
33 be made within 30 days of presentation of the final Racine County invoice and mutually agreed  
34 acceptance by WisDOT of work performed; and

35  
36 **WHEREAS**, the materials will be ordered and work will begin with the authorization and  
37 execution of this signed agreement; and

38  
39 **WHEREAS**, the work shall be completed by November 15, 2014.  
40  
41

# Resolution No. 2014-34

## Exhibit A

 Wisconsin Department of Transportation <b>AGREEMENT FOR PERFORMANCE BASED MAINTENANCE</b> 2014 PILOT PROGRAM 		
County Racine	Agreement Amount \$50,809.69	Project ID(s) : 4951-41-61
Highway Location(s) Various Locations		
Start Date July 15, 2014	Completion Date November 15, 2014	

The State of Wisconsin Department of Transportation (DEPARTMENT) authorizes the maintenance project herein described, and the above designated COUNTY, represented by its County Highway Committee and/or Highway Commissioner, agrees to perform such operations and furnish such materials as listed in the schedule below and complete the work by the date indicated above. It is understood that the highway maintenance services as authorized under this Agreement shall be accomplished in compliance with state and federal law. It is acknowledged that this Agreement will be consistent with Section 5, Performance Based Maintenance as agreed to under the Memorandum of Understanding between the Department, WCHA and WTBA dated August, 2013. Authorization for the payment of this work is found under s. 84.07 (2) (b). Payment for services and materials provided under this Agreement shall be made within 30 days of presentation of final county invoice and mutually agreed measurement of quantities and acceptance by the department of work performed.

In connection with the services provided under this Agreement, the County agrees not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in s. 51.05 (5), sexual orientation, or national origin. This provision shall include, but not 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 County further agrees to post in a conspicuous place, available for employees and applicants for employment, notices setting forth these provisions.

It is understood all work performed by the COUNTY as authorized under this agreement shall adhere to the guidelines, procedures, and standards set forth by the DEPARTMENT in the Special Provisions for the PBM 2014 Pilot Program, Standard Specifications for Highway and Structure Construction, the Highway Maintenance Manual, and the supplemental special provisions as stated for each project within this contract. If there is a discrepancy between documents the supplemental special provisions shall govern. If there is a discrepancy between the remaining documents the governing order is as outlined in .105.4 of the Standard Specifications for Highway and Structure Construction. Both the Department and the County recognize that based upon unit price reimbursement the County may generate revenues over expenditures or may have expenditures over revenues.

Work not listed in the below schedule will not be subject to reimbursement unless such work has been formally authorized and approved by an appropriate project change order. The unit prices quoted for the work items are agreed to be the prices used in extending the quantities for work performed. A change order is the written authorization by the DEPARTMENT covering work not otherwise provided for in the Agreement. This may include: work that does not appear in the Agreement as a specific work item accompanied by a unit price, differing site conditions, significant changes in the character of work, additions of work, deletion of work, and revisions or amendments to the Agreement. The work items and units agreed upon and listed in the schedule below may vary from planned quantity by up to 15% without requiring a change order to the Agreement.

The DEPARTMENT may terminate this Agreement before expiration for reasons beyond control of the DEPARTMENT or default. Once determining that termination is in the DEPARTMENT'S or public interest, the DEPARTMENT will provide a written termination notice specifying the extent of termination and the effective date. In the event the agreement is terminated by the DEPARTMENT, the COUNTY shall be paid the reasonable value for services and materials rendered to the DEPARTMENT up to the time of termination. Cause for default shall be the COUNTY's failure to perform work with sufficient workers, equipment, or materials, or complete work within the agreement time specified.

The COUNTY may terminate before expiration of this Agreement for "good cause" or default. Upon termination for good cause by the County, the County must continue service until the DEPARTMENT secures a replacement provider, which the DEPARTMENT will seek and pursue immediately upon receiving a written termination notice from the COUNTY. If the DEPARTMENT does not secure a replacement provider within 45 days the COUNTY is relieved of its service. The County must compensate the DEPARTMENT for any harm caused by early termination. Cause for default shall be the DEPARTMENT's failure to make payments to the COUNTY as required by this Agreement.

Approved for County Highway Department

Approved for Department of Transportation

\_\_\_\_\_  
County Highway Commissioner                      Date

\_\_\_\_\_  
Regional Director                                      Date

\_\_\_\_\_  
Director, Bureau of Highway Maintenance      Date

\_\_\_\_\_  
Highway Committee                                      Date

Scope of Work:

The work involves placing Bridge Deck Protective Surface Treatment on various bridges in Racine County.

Limits of Work:

Bridge numbers: B-51-90, -91, -93, -94, -95, -98, -99, -100, -101, -102, -103, -111, -112, -113.

Supplemental Special Provisions:

1. Prosecution and Progress.

Provide the start date to the Department in writing within a month after approving the contract but at least 14 calendar days before the intended start date.

To revise the start date, submit a written request to the Department at least 7 calendar days before the intended start date.

Provide the completed Source of Materials Report (DT 1349) to the Department within a month after approving the contract but at least 14 calendar days before the intended start date. The Department will within 7 days approve or deny the use of the materials based on the contract requirements. Do not incorporate any materials in the contract that have not been approved by the Department.

2. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

Independence Day Holiday – No work will be permitted from noon on Thursday, July 3rd until 6am Monday, July 7th;

Labor Day Holiday – No work will be permitted from noon on Friday, August 29th until 6am on Tuesday, September 2nd.

3. Other Work Restrictions.

Special Events – none.

Peak Hour Lane Restrictions –none.

4. Public Convenience and Safety - Lane Closure Notification.

At least 14 days prior to the anticipated start of work; submit to the Department for approval a schedule of closures necessary for completion of the contract. Identify general information including the construction activity requiring a closure, location of closure, type of closure, duration of closure, and times of closure.

Enter all closures into the Wisconsin Lane Closure System (LCS) and request approval for the closure from the Department. For all LCS entries and approval requests, provide the minimum advance notification to the Department for the following closures:

Shoulder closures	3 business days
Ramp closures	3 business days
Lane closures	3 business days
Local street closings	7 calendar days
System ramp closures	14 calendar days

Full freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Verify that the closure is approved in the Wisconsin Lane Closure System prior to implementing the closure. Immediately notify the Department if there are any changes in the schedule, early completions, or cancellations of scheduled work. Non-compliance with the above requirements may result in non-approval of a closure.

5. Other Contracts.

No WisDOT projects are currently scheduled near the work areas listed in the contract. There may be locally LET projects with active work zones near the work locations listed in the contract. It is the responsibility of the County to coordinate work operations and traffic control with those projects as necessary.

SCHEDULE OF WORK ITEMS

PROJECT ID(S) 4951-41-61					
502.9350.M	Bridge Deck Protective Surface Treatment	SF	200652	\$ 0.205	\$ 41,133.66
619.9100.M	Mobilization	EACH	14	\$0.00	\$0.00
643.9540.M	Traffic Control, Mobile Operation on a Two-Lane Road Using Flaggers	EACH	3	\$ 2,162.45	\$ 6,487.35
643.9570.M	Traffic Control, Lane Closure – Intersection	EACH	4	\$0.00	\$0.00
643.9500.M	Traffic Control, Lane Closure on Divided Roadway	EACH	11	\$ 289.88	\$ 3,188.68
	TOTAL PROJECT COSTS				\$ 50,809.69
	TOTAL AGREEMENT COSTS				\$ 50,809.69



