

RESOLUTION NO. 2014-35

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) FOR SHOULDERING PROJECTS ON STATE TRUNK HIGHWAY (STH) 11, FROM 69TH DRIVE TO 56TH DRIVE (PROJECT NO. 4951-41-21), AND STATE TRUNK HIGHWAY (STH) 31, FROM SOUTH COUNTY LINE TO BISCAYNE ROAD (PROJECT NO. 4951-42-21)

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 shouldering projects in two separate locations on State highways.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that Racine County's formal agreed upon bid amount for said projects is in the total amount of \$98,009.61, 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 adding shoulder base aggregate, compact and finish shoulder within the project limits on State Trunk Highway (STH 11) and Ste Trunk Highway (STH) 31in 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. 2014-35

2 Page Two

3

4

5

6

7 VOTE REQUIRED: Majority

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

8

9 Prepared by:  
10 Public Works & Development  
11 Services Department

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

12

13

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

14

15

16

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

17

18

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

19

20

21

22

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

25

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

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

28

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

30

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

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

4  
5 **INFORMATION ONLY**  
6

7 **WHEREAS**, the Wisconsin Department of Transportation (WisDOT) created a road  
8 maintenance pilot program designed to create transparency of how transportation dollars for  
9 road maintenance is being spent and what type of projects are being completed; and  
10

11 **WHEREAS**, Racine County decided to participate in the pilot program and submitted a  
12 bid for two separate shouldering projects; and  
13

14 **WHEREAS**, the scope of work involves adding shoulder base aggregate (gravel),  
15 compacting the new material and finishing the shoulders to the proper height and pitch set forth  
16 in the provision for STH 11 and STH 31 in Racine County; and  
17

18 **WHEREAS**, the scope of work is limited to STH 11 from 69<sup>th</sup> Drive to 56<sup>th</sup> Drive and  
19 STH 31 from South County Line to Biscayne Road, approximately 9 miles total, all within Racine  
20 County; and  
21

22 **WHEREAS**, the scope of work Racine County will be providing shall adhere to the  
23 guidelines, procedures, and standards set forth in the special provisions for the PBM 2014 pilot  
24 program; and  
25

26 **WHEREAS**, the two separate project locations required a formal bid from Racine County  
27 to WisDOT for the proposed scope of work (shouldering) totaling the two separate projects in  
28 the amount of \$98,009.61 that was agreed upon; and  
29

30 **WHEREAS**, the WisDOT and Racine County recognize that based upon the bid price  
31 reimbursement, the County may generate revenues over expenditures or may have  
32 expenditures over revenues; and  
33

34 **WHEREAS**, any work not listed in the scope of the agreement will not be subject to  
35 reimbursement unless such work has been formally authorized and approved by an appropriate  
36 project change order; and  
37



38 **WHEREAS**, the payment for service and materials provided under this agreement shall  
39 be made within 30 days of presentation of the final Racine County invoice and mutually agreed  
40 acceptance by WisDOT of work performed; and  
41

42 **WHEREAS**, the materials will be ordered and work will begin with the authorization and  
43 execution of this signed agreement; and  
44

45 **WHEREAS**, the work shall be completed by November 15, 2014.  
46  
47  
48

# Resolution No. 2014-35

## Exhibit A

|   |                                      |   |
|---|--------------------------------------|---|
| <br>Wisconsin Department of Transportation<br>AGREEMENT FOR PERFORMANCE BASED MAINTENANCE<br>2014 PILOT PROGRAM<br> |                                      |   |
| County<br>Racine  | Agreement Amount<br>\$98,009.61      | Project ID(s) :<br>4951-41-21<br>4951-42-21 |
| Highway Location(s)<br>STH 11, STH 31   |                                      |   |
| Start Date<br>July 15, 2014   | Completion Date<br>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:

4951-41-21, 4951-42-21: This work will add shoulder base aggregate, compact and finish shoulders within the project limits.

Limits of Work:

4951-41-21: STH 11, 69th Drive to 56th Drive. 4951-42-21: STH 31, S. County Line to Biscayne Rd

Supplemental Special Provisions:

Provide the Department 14 calendar days notice prior to beginning work.

Restricted Work Hours:

No restrictions on time of day. Restrict flagging closure to 1 mile.

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;

Special Events - No work will be permitted for the following special events: none

Wisconsin Lane Closure System: The County is responsible for entering any lane closures or restrictions that are needed to perform the work under this contract on Corridors 2030 roadways. Closure and restriction information must be entered into the Wisconsin Lane Closure System (LCS) in accordance with the following advanced notification guidelines:

-3 days for lane and service ramp closures

-7 days for System ramp closures

-14 days for full roadway closures and for width restrictions less than 16' (due to OSOW permitting).

If the work location falls within an active work zone of a WisDOT construction project, coordinate with the Project Engineer when scheduling the work.

The Special Provisions under Section 1, C.1(2) have been modified to add the following:

New shoulder material shall be placed at a uniform depth or the existing shoulder material shall be loosened with a disk, blade or other approved means to a uniform depth below the adjacent pavement prior to new shoulder material being added. A source of materials for deck sealer, crack sealer and shoulder gravel shall be provided prior to beginning work.

SCHEDULE OF WORK ITEMS

| Work Item No.                | Item Description   | Units | Quantity | Unit Price  | Total Item Cost |
|------------------------------|--|-------|----------|-------------|-----------------|
| PROJECT ID 4951-41-21 HWY 11 |  |       |          |             |                 |
| 305.9506.M                   | Aggregate Shoulder<br>- Installation   | STA   | 166.5    | \$ 68.95    | \$ 11,480.18    |
| 305.9507.M                   | Aggregate Shoulder<br>- Material   | TON   | 2000     | \$ 24.02    | \$ 48,040.00    |
| 619.9100.M                   | Mobilization   | EACH  | 1        | \$ 807.13   | \$ 807.13       |
| 643.9540.M                   | Traffic Control,<br>Mobile Operation on<br>a Two-Lane Road<br>Using Flaggers | EACH  | 1        | \$ 3,446.09 | \$ 3,446.09     |
|                              | TOTAL PROJECT<br>COSTS   |       |          |             | \$ 63,773.40    |
|                              | TOTAL AGREEMENT<br>COSTS   |       |          |             | \$              |
| Work Item No.                | Item Description   | Units | Quantity | Unit Price  | Total Item Cost |
| PROJECT ID 4951-42-21 HWY 31 |  |       |          |             |                 |
| 305.9506.M                   | Aggregate Shoulder<br>- Installation   | STA   | 157.9    | \$ 48.47    | \$ 7,653.41     |
| 305.9507.M                   | Aggregate Shoulder<br>- Material   | TON   | 850      | \$ 28.85    | \$ 24,522.50    |
| 619.9100.M                   | Mobilization   | EACH  | 1        | \$ 807.13   | \$ 807.13       |
| 643.9600.M                   | Traffic Control, Lane<br>Closure on Divided<br>Roadway                       | EACH  | 1        | \$ 1,253.17 | \$ 1,253.17     |
|                              | TOTAL PROJECT<br>COSTS   |       |          |             | \$ 34,236.21    |
|                              | TOTAL AGREEMENT<br>COSTS   |       |          |             | \$98,009.61     |

