

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS



Public Works Committee
INITIATED BY

Ben Coopman, Director of Public Works
DRAFTED BY

Public Works Committee
SUBMITTED BY

May 16, 2012
DATE DRAFTED

APPROVING CTH G MEGA-PROJECT AGREEMENTS

- 1 **WHEREAS**, the Department of Public Works (DPW) in conjunction with the City of Beloit is in
 2 the process of designing a connector route between CTH G (Prairie Ave.) and CTH S (Shopiere
 3 Road) in the Town of Turtle; and,
 4
 5 **WHEREAS**, DPW is in the process of designing traffic controls at the intersection of CTH G
 6 (Prairie Ave.) and Townline Road in the Towns of La Prairie, Turtle, Beloit and Rock; and,
 7
 8 **WHEREAS**, the Wisconsin Department of Transportation (WisDOT) is designing a widening
 9 project to add lanes to Interstate Highway 39/90 (IH- 39/90) in Rock County; and,
 10
 11 **WHEREAS**, there are numerous planned developments along CTH G between Beloit and
 12 Janesville that are expected to yield new tax base and create new good paying jobs; and,
 13
 14 **WHEREAS**, WisDOT has approached Rock County to collaborate with the County and City to
 15 update and improve CTH G between STH 11 (West) and Huebbe Parkway in the City of Beloit,
 16 including the intersection and connector route portions, as an Interstate Alternate Route; and,
 17
 18 **WHEREAS**, said collaboration with WisDOT includes financial participation for design and/or
 19 construction of the connector and intersection projects and the remaining length of CTH G
 20 (hereinafter referred to as the CTH G Mega Project); and,
 21
 22 **WHEREAS**, that approval for funding for the acquisition of any required right-of-way and
 23 construction for the CTH G Mega Project will be included in future DPW budget requests.
 24
 25 **NOW, THEREFORE, BE IT RESOLVED**, that the Public Works Department is hereby
 26 authorized by the Rock County Board of Supervisors convened this 14 day of June,
 27 2012 to enter into a Memorandum of Agreement and a State/Municipal Agreement with the State
 28 of Wisconsin and the City of Beloit to design and build the CTH G Mega Project, with the connector
 29 route to be determined in the future by the Board.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Kurtis Yankee, Chair

Betty Jo Bussie, Vice-Chair

Eva M. Arnold

Absent
Brent Fox

David Brown

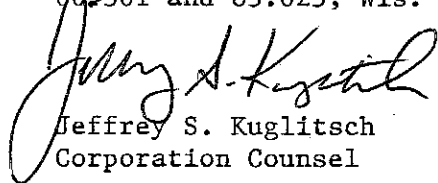
12-6A-038

APPROVING CTH G MEGA-PROJECT AGREEMENTS

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LEGAL NOTE:

The County Board is authorized to take this action pursuant to §§59.01, 59.51, 66.301 and 83.025, Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel


FISCAL NOTE:

This resolution authorizes a MOU with the State for the CTH G Mega Project. Funds for the County's portion of the design costs will come from the existing DPW construction budget. Funding for right-of-ways and construction costs will need approval by a future resolution or through the budget proces.


Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended.


Craig Knutson
County Administrator

- Executive Summary -

The Department of Public Works (DPW) is currently designing two federal aid projects. They are the traffic control improvements of the intersection of CTH G and Townline Road and for a connector route between CTH G and CTH S. The connector route project is in cooperation with the City of Beloit. Funding for any required right-of-way acquisition and the construction of these two projects is not currently authorized.

The Wisconsin Department of Transportation (WisDOT) is designing the widening of Interstate Highway 39/90 (IH-39/90) through Rock County. WisDOT has identified a portion of CTH G between Huebbe Parkway and STH 11 (West) and a planned connector between CTH's G & S as a potential alternate route for IH-39/90. While there is no plan to detour IH-39/90 traffic onto CTH G during construction on the interstate, there may be times when an alternate route may be needed.

The design and construction of these two federal aid projects along with reconstruction of the noted segment of CTH G will be referred to as the CTH G Mega Project. WisDOT has approached Rock County to collaborate with it and complete the designs and participate in the funding of right-of-way acquisition and construction of the CTH G Mega Project. In exchange, after completion the Mega Project route will be officially designated an IH-39/90 Alternate Route. This partnership will afford the County an opportunity to secure construction funding for its two projects as well as reconstruct a portion of CTH G with funding besides County resources. While the need to reconstruct CTH G is not immediate, it must be scheduled in the next five years.

The State's proposal is to participate to between 50 and 90% in certain aspects of the project, depending on state, federal or local program source being tapped. To effect these projects, it is proposed that the State, County and City of Beloit enter into a Memorandum of Agreement and a State/Municipal Agreement. These documents outline the terms of the partnership and financial participation for the CTH G Mega Project. Copies of these draft documents are attached.

Reallocating County Road Construction dollars already approved for 2012 will provide funding for the County's portion of design for CTH G. Future funding will be needed for anticipated acquisition of right-of-way and construction of the Mega Project. Those funds will be requested in subsequent years.



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
IMPROVEMENT PROJECT**

Date: 4/18/2012
 I.D.: 5966-10-01/70; 5966-00-72;
 5989-05-71
 Road Name: CTH G
 Limits: Huebbe Pkwy to STH 11
 County: Rock
 Roadway Length: ~ 6.0 miles

The signatory, Rock County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

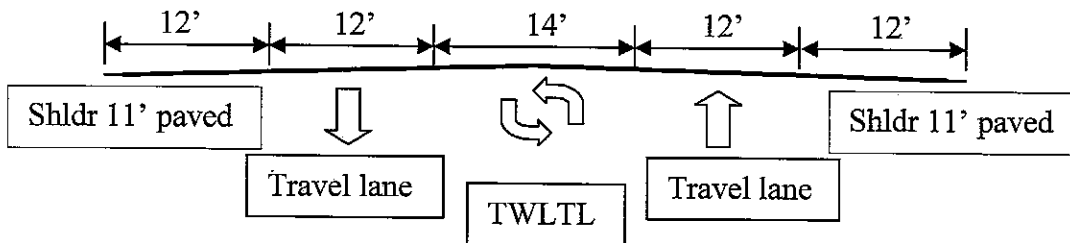
The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

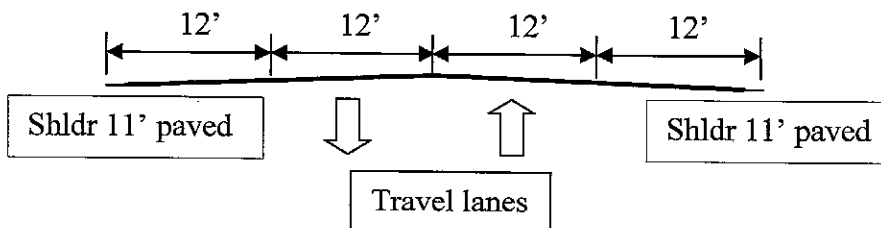
Existing Facility – CTH G is an urban to rural transitional roadway comprised of 2-12' lanes and 7'-10' shoulders. The roadway has a rural cross section with ditching. The asphalt pavement is aged and there are minimal turn lane facilities at the intersections. The horizontal alignment is mostly on tangent and there are a few vertical curves that may have minimal or sub-standard alignment. B-53-0020 is a narrow bridge with deficient guard rail at all four corners.

Proposed Improvement – Replace B-53-0020 and CTH G in 2014 / 2015 from Huebbe Pkwy. to STH 11 with the following cross sections:

HUEBBE PKWY to ¼ mile north of Townline Road (may include curb and gutter with storm sewer)



¼ mile north of Townline Road to STH 11 (Avalon Road)



Non-participating Items - No sanitary or water main work proposed at this time.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final shares are dependent on bid prices, actual installed quantities and engineering / delivery costs.

SUMMARY FUNDING TABLE					
PHASE	Total Estimated Cost	Federal/State Funding	%	Municipal Funds	%
Roadway Design:					
CTH G (5966-10-01)	\$802,000	\$561,400	70% CAP	\$240,600	30%
Roadway Construction:					
CTH G (5966-10-70)	\$12,973,000				
TEA funding*		\$1,000,000	50%	\$1,000,000	50%
HSIP funding*		\$540,000	90%	\$60,000	10%
CHI funding*		\$200,000	50%	\$200,000	50%
Majors funding		\$6,981,100	70% CAP	\$2,991,900	30%
Other Roadway Designs currently authorized :					
Townline Int. (5966-00-00) STP-Rural	\$400,000	\$320,000	80%	\$80,000	20%
Inman Pkwy Ext. (5989-05-21) STP-Urb	\$800,000	\$430,650	MAX	\$369,350	BAL
Future Roadway Real Estate:					
CTH G & Townline Rd **	\$375,000	\$0	0%	\$375,000	100%
Inman Pkwy Extension **	\$700,000	\$0	0%	\$700,000	100%
Future Roadway Construction:					
Townline Int. (5966-00-72)	\$1,714,000	\$1,199,800	70% CAP	\$514,200	30%
Inman Pkwy Extension (5989-05-71)	\$4,600,000	\$3,220,000	70% CAP	\$1,380,000	30%
TOTALS	\$22,364,000	\$14,452,950		\$7,911,050	

Total Project Cost Estimate	\$22,364,000	
Authorized and anticipated funds	\$4,200,000	
Remaining dollars to be funded 70/30	\$18,164,000	
WisDOT funding needed (70%)	\$12,714,800	MAX WisDOT multi-project CAP

* Identification in this agreement of the marked program funds does not guarantee the Municipality funding. The Municipality must still follow individual program guidelines for funding requests. Funding will be contingent upon availability and any established guidelines for project review.

** The Municipality will purchase all necessary real estate for the construction projects listed. All amounts in excess of 30% of these real estate costs shall be applied elsewhere in the total budget as local in-kind payment. This agreement will be updated once actual real estate costs are known.

This request is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **Rock County** (please sign in blue ink.)

Name _____ Title _____ Date _____

Signed for and in behalf of the State:

Name _____ Title _____ Date _____

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization. Work prior to federal authorization is ineligible for federal funding.

The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administrating federal and state aids set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

2. Funding of each project phase is subject to inclusion in a Wisconsin's approved program. Federal/State funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind (excluding grading, base and pavement for parking lanes).
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement: including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Excluding water and sanitary sewer, preliminary engineering and roadway design.
 - i. Management Consultant and State Review Services.
3. The work will be administered by the State and may include items not eligible for Federal participation.

4. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal/State funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.
5. Future maintenance of any ITS items (traffic signals are not considered an ITS item) installed during construction will be 100% WisDOT responsibility.
6. In cooperation with the Municipality; jointly assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction.
9. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
10. The Municipality is responsible for acquiring the necessary real estate needed for the roadway improvement.
11. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
12. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
13. The Municipality will at its own cost and expense:
 - a. Continue to maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year. Future rehabilitation (mill & overlay or greater improvement) of these routes will be coordinated between the State and Municipality.

- b. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- c. In cooperation with the State; jointly assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- d. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- e. Provide maintenance and energy for lighting.
- f. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

14. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- d. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 15. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 16. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or

copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

17. **Contract Modification:** This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
18. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
19. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

20. The Municipality agrees to the following project funding conditions:
 - a. Design ID 5966-10-01 CTH G design will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - b. Construction ID 5966-10-70: As per the attached Memorandum of Agreement between WisDOT, Rock County and the City of Beloit; Rock County will pursue HSIP, TEA Grant and CHI funding to be applied to CTH G reconstruction project 5966-10-70. The remaining costs of CTH G reconstruction will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - c. Construction IDs 5966-00-XX & 5989-05-YY for the reconstruction of the Townline Road intersection and the construction of Inman Parkway Extension will be 70% WisDOT Majors funding; up to a multi-project cap and 30% Rock County funding.
 - d. Real Estate needs for CTH G (including Townline intersection) reconstruction and Inman Parkway Extension will be purchased by the Municipality. All amounts in excess of 30% of these real estate costs shall be applied elsewhere in the total budget as local in-kind payment.
 - e. Not including funding approved through HSIP, TEA and CHI programs, remaining WisDOT funding participation will be capped at \$12,714,800 for the improvements on CTH G, Inman Parkway Extension and Townline Road/CTH G intersection. Individual WisDOT funding project caps may move between projects as long as the overall cap of \$12,714,800 is not exceeded.
 - f. Non-participating costs: none.



5/22/2012

**Memorandum of Agreement
Between the
Wisconsin Department of Transportation, Rock County, and City of Beloit**

**Pertaining to: The proposed improvements to CTH 'G' and Inman Parkway Extension; and the use of
Gateway Boulevard and Cranston Road**

The Wisconsin Department of Transportation will hereinafter be called the Department, Rock County will be called the County, and the City of Beloit will be called the City.

Background:

- The Department's plans to improve IH 39/90 from Illinois to Madison to a newly constructed six lane freeway include the need for designated alternative routes for incident management and congestion management.
- The routes that provide the most benefit to the Department, County and City for the area of IH 39/90 between the Illinois State Line and STH 11 West include CTH 'G', CTH 'S', the extension of Inman Parkway near IH 39/90, Gateway Boulevard and Cranston Road.
- There is an Inman Parkway Extension Study actively pursuing the preliminary review of three different routes that provide a new connection from CTH 'G' to CTH 'S' near IH 39/90.

Agreements:

1. CTH 'G' Improvements. The County will pursue with the technical assistance of the Department, a locally sponsored HSIP (safety) funded project for the intersection of CTH 'G' and Townline Road. Should the application be successful, the matching funds will be from the County.
2. The County will utilize any available funding in the CHI program toward the necessary improvements to CTH 'G'.
3. The County will apply for a State of Wisconsin TEA (Transportation Economic Assistance) grant and apply the funds (State and Local matching portion) to the improvements on CTH 'G'.
4. The County will continue to deliver the Inman Parkway project by following the NEPA process they are currently engaged in.
5. In the spirit of partnership and cooperation with the County, the Department will take the lead on the delivery (design and construction oversight) of the CTH 'G' improvements from STH 11 (West) to Huebbe Parkway. The Department agrees to include the County in Change Management discussions pertaining to CTH 'G' scope and estimate.
6. Upon completion of the Environmental Document and Preliminary design of the Inman Parkway Extension, Rock County will take the lead on the final design. Construction oversight for Inman Parkway from CTH 'G' to IH 39/90 will be led by the Department in partnership with the County.

7. Upon completion of the Environmental Document and Preliminary design of Townline Road / CTH G intersection, Rock County will take the lead on the final design. Construction oversight for the intersection will be led by the Department in partnership with the County.
8. The County will take the lead on the delivery and acquisition of any Real Estate necessary to construct the CTH 'G' (including Townline Road) and Inman Parkway Projects. Real estate acquisition, including all related tasks, will count towards local cost share. The County anticipates performing construction work via LFA contract pending the approval process.
9. Beginning at STH 11, the City and the County agree to allow the Department the full use of CTH 'G', Inman Parkway Extension and CTH 'S' to IH 39/90. The use will consist of redirecting IH 39/90 traffic during construction of IH 39/90 for congestion management. It will also consist of redirecting IH 39/90 traffic during periods of crashes or other situations that demand an incident management route for IH 39/90 during and following IH 39/90 construction.

CTH 'G', Inman Parkway Extension and CTH 'S' will be signed as the IH 39/90 congestion management and incident management alternative route to IH 39/90 in this area. This agreement will remain in effect until all parties in this MOA agree not to use these routes for these purposes. Future rehabilitation (mill & overlay or greater improvement) of these routes will be coordinated between the Department, County and City when needed.

10. The City will agree to allow the Department the full use of Gateway Boulevard from STH 67 to East Hart Road ramp terminal at I-43. The City will agree to allow the Department the full use of Cranston Road from Gateway Boulevard to STH 81. The use will consist of redirecting IH 39/90 traffic during construction of IH 39/90 for congestion management. It will also consist of redirecting IH 39/90 traffic during periods of crashes or other situations that demand an incident management route for IH39/90 during and following IH 39/90 construction. Gateway Boulevard and Cranston Road will be signed as the IH 39/90 congestion management and incident management alternative route to IH 39/90 in this area. The Department in cooperation with the City will examine the placement of traffic signals along Gateway Boulevard at the intersections with STH 67 and Colley Road. Traffic signals will be jointly funded. This agreement will remain in effect until all parties in this MOA agree not to use these routes for these purposes.
11. Alternate route use should be considered in pavement structure design on CTH 'G', Inman Parkway Extension and CTH 'S'. Gateway Boulevard already has suitable pavement structure for the proposed alternate route use.
12. The Department will agree to participate in funding the remaining project costs following the implementation of HSIP funds, CHI funds and TEA funds. The Departments commitment following the implementation of the other funding sources is 70% of all costs related to final design, construction, real estate, and utilities (total remaining cost = \$18,164,000; 70% cap = \$12,714,800). Any additional costs to complete the above described improvements beyond the Departments above described financial commitment will be covered by the County and City (City for Inman Parkway extension project only). The Department agrees to meet with the County before AWARD if the LET estimate is 10% greater than the engineer's PS&E estimate.
13. The Department financing commitment as described above is contingent upon all parts to the above described agreement taking place in time for the Departments' needed use, now expected to be by end of Calendar year 2014.
14. Contingent upon Inman Parkway Extension becoming a County Truck Highway owned and maintained by Rock County.

IN WITNESS WHEREOF, the parties here to concur with the above written agreements:

Wisconsin Department of Transportation

Date

County of Rock, Wisconsin

Date

City of Beloit, Wisconsin

Date