

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY

Public Works Committee
SUBMITTED BY



Ben Coopman, Director of Public Works
DRAFTED BY

April 1, 2015
DATE DRAFTED

COUNTY MUNICIPAL AGREEMENT BETWEEN ROCK COUNTY AND THE CITY OF JANESVILLE FOR CONSTRUCTION OF INNOVATION DRIVE ONTO COUNTY HIGHWAY G (BELOIT AVENUE)

- 1 **WHEREAS**, Rock County in collaboration with the Wisconsin Department of Transportation,
- 2 will be reconstructing County Trunk Highway G (CTH G) from Huebbe Parkway to STH 11 in
- 3 2015; and,
- 4
- 5 **WHEREAS**, Rock County and the City of Janesville have cooperated in developing the scope of
- 6 the work on CTH G near STH 11 to accommodate construction of a new City street, Innovation
- 7 Drive, into one of Janesville's Business Parks at the STH 11 intersection; and,
- 8
- 9 **WHEREAS**, accommodating this new intersection with the reconstruction of CTH G and
- 10 required additional design engineering and design modifications to some of the roadway
- 11 elements of the CTH G Project; and,
- 12
- 13 **WHEREAS**, the construction of Innovation Drive will be for the exclusive benefit and purposes
- 14 of the City of Janesville.
- 15
- 16 **NOW THEREFORE BE IT RESOLVED**, that the County Board of Rock County assembled
- 17 this 23 day of April, 2015 approves the entering of said County-
- 18 Municipal Agreement for Innovation Drive Design & Construction; and,
- 19
- 20 **BE IT FURTHER RESOLVED**, that the County Board of Rock County authorizes the
- 21 County Board Chair to execute the County-Municipal Agreement with the City of Janesville.

Respectfully submitted,

PUBLIC WORKS COMMITTEE

Betty Jo Bussie
Betty Jo Bussie, Chair

Brent Fox
Brent Fox, Vice Chair

Eva M. Arnold
Eva M. Arnold

Rick Richard
Rick Richard

Brenton Driscoll
Brenton Driscoll

15-4B-272


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Page Two


COUNTY BOARD STAFF COMMITTEE

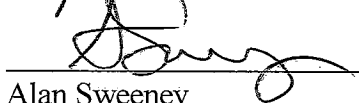

J. Russell Podzilni, Chair


Absent
Sandra Kraft, Vice Chair

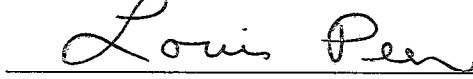

Eva M. Arnold

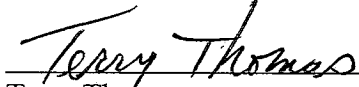

Henry Brill


Betty Jo Bussie


Alan Sweeney

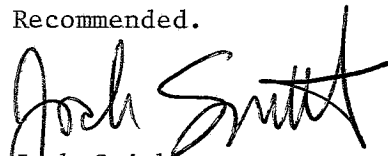

Mary Mawhinney


Louis Peer


Terry Thomas

ADMINISTRATIVE NOTE:

Recommended.


Josh Smith
County Administrator


FISCAL NOTE:

This resolution authorizes an Intergovernmental Agreement between Rock County and the City of Janesville whereby the City of Janesville agrees to reimburse the County for all design and construction modifications to the CTH G project needed to accommodate Innovation Drive.


Sherry Oja
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats.


Jodi Timmerman
Deputy Corporation Counsel

EXECUTIVE SUMMARY

With the upcoming Wisconsin Department of Transportation (WisDOT) I-39/90 project, an alternate route has been identified on CTH S (Shopiere Road), CTH BT (to be constructed), CTH G (Prairie Avenue) and STH 11. CTH G is scheduled to be reconstructed in 2015. With this reconstruction of CTH G, the City of Janesville requested that the County and Wisconsin Department of Transportation include the installation of a connection for a new City Street, Innovation Drive, into its business park on the southwest corner of STH 11 and CTH G.

This resolution authorizes a County-Municipal Agreement between Rock County and the City of Janesville for the design and construction of the additional lane and intersection modifications at STH 11 maintenance of CTH G to accommodate and coordinate for Innovation Drive. The design consultant has identified these construction items and separated them in the plans and bidding documents.

The City is the main beneficiary of the new street construction. WisDOT has also declined to fund any of the extra lane or related CTH G or STH 11 modifications required as a result of installation of Innovation Drive.

The City is being asked to pay 100% of the additional design and construction costs on CTH G associated with accommodating construction of Innovation Drive. The County has paid the City fair market value for all land acquired from the City by the County for right-of-way for the CTH G project, not including that needed for Innovation Drive.

**COUNTY/MUNICIPAL AGREEMENT
FOR A STATE-LET LOCAL
ROADWAY PROJECT**

Date: March 2, 2015
 I.D.: 5966-10-01/70
 Road Name: CTH G (Beloit Ave)
 Road Name: Innovation Drive
 Limits: STH 11 (West) for 3,000' South
 County: Rock
 Project Length: 3,000 feet
 Facility Owner: City of Janesville
 Project Sponsor: Rock County

The signatory, City of Janesville, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the County of Rock, hereinafter called the County, to initiate and effect the highway or street improvement hereinafter described. The Wisconsin Department of Transportation is mentioned in this agreement for overall clarity, but is not a party to it.

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

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing County Highway G (CTH G) [Beloit Avenue] is deteriorated and functionally obsolete as to roadway capacity. WisDOT has also indicated a desire to upgrade the CTH G corridor into an Alternate Route for Interstate Highway 39/90 (IH-39/90).

Proposed Improvement - Nature of work: It is proposed to reconstruct and widen the existing pavement, including adding turn lanes, medians and making modifications to existing traffic signals at the intersection of CTH G and STH 11. The Municipality seeks to build a new City street, Innovation Drive, into its business park in conjunction with the County's roadway project. Additional turning lanes, curbs and drainage structures are required for this.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Additional turn lanes, storm drainage structures, sanitary sewer and water main installations. Sanitary sewer and water main will be let by separate contract by the Municipality.

The Municipality agrees to the following 2012-2016 Major Projects program project funding conditions:

Project design and construction costs are funded with 100% Municipality, in accordance with the Major Projects program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The County will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2016. Extensions may be available upon approval of a written request by or on behalf of the County to the State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

SUMMARY OF COSTS							
PHASE	Total Est. Cost	Federal/State Funds	%	County Funds	%	Municipal Funds	%
ID 5966-10-01							
Design	\$27,200	\$0	0%	\$0	0%	\$27,200	100.0%
State Review - Design	\$5,500	\$0	0%	\$0	0%	\$5,500	100.0%
ID 5966-10-70							
Participating Construction	\$426,000	\$0	0%	\$0	0%	\$426,000	100.0%
Non-Participating Construction	\$0	\$0	0%	\$0	0%	\$0	100.0%
State Review - Delivery	\$63,900	\$0	0%	\$0	0%	\$63,900	100.0%
Total Est. Cost Distribution	\$522,600	\$0	0%	\$0	0%	\$522,600	100.0%

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the County and delivery to the Municipality shall constitute agreement between the Municipality and the County. No term or provision of neither the County/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 County/Municipal Agreement.

Signed for and in behalf of: **City of Janesville** (please sign in blue ink.)

Mark Freitag
Name

City Manager
Title

Date

Signed for and in behalf of the **County**:

Benjamin J. Coopman, Jr.
Name

Director of Public Works
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.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. 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. The Municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - 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 Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Major Projects Program.

COUNTY RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2014-2015 Major Projects program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement or replacement of disturbed driveways in kind.
 - b. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - c. New installations or alteration of traffic signals or devices.
5. WisDOT is authorized to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.

6. As the work progresses, the County 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 funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2015-2016 Major Projects program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. The grading, base, pavement of additional lanes, curbs and gutters, medians and storm drainage pipes and structures
 - b. Traffic signs, pavement markings and traffic control
 - c. Topsoil, seeding, mulching, erosion control and other landscaping
 - d. 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.
 - e. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - f. Detour routes and haul roads. The Municipality is responsible for determining the detour route.
 - g. Conditioning, if required and maintenance of detour routes.
 - h. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - i. All work related to underground storage tanks and contaminated soils.
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. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal/State funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor 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), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the County all costs incurred by the County for items requested by the Municipality 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 County, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the County 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.

13. If the Municipality should withdraw the project, it will reimburse the State/County for any costs incurred by the State/County on behalf of the project.
14. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate 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.
 - d. 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.
 - e. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - f. Provide maintenance and energy for lighting.
 - g. 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.
15. 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 County 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. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
 - d. 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 on 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.
 - e. 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:

16. The County shall not be liable to the Municipality for damages or delays resulting from work by third parties. The County also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
17. The County 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 County, 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.
18. Contract Modification: This County/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this County/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
19. Binding Effects: All terms of this County/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this County/Municipal Agreement may be transferred to a third party. This County/Municipal Agreement creates no third-party enforcement rights.
20. Choice of Law and Forum: This County/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 County/Municipal Agreement are enforceable by an action in the Circuit Court of Rock County, Wisconsin.

PROJECT FUNDING CONDITIONS

21. The Municipality agrees to the following 2015-2016 Major Projects Program project funding conditions:
 - a. ID 5966-10-01: Design is funded with 100%. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with Municipality funding.
 - b. ID 5966-10-70: Construction costs for participating construction items, including state review and delivery activities, are funded with 100% Municipality funding. Any non-participating construction items requested by the Municipality will be 100% funded by the Municipality.
 - c. Real Estate: Acquisition of any real estate or other interests in land; including title work, appraisals, negotiations and litigation related to real estate shall be borne by the County.

[End of Document]