City of Stoughton, 207 S Forrest Street, Stoughton WI 53589

RESOLUTION FROM THE UTILTIES COMMITTEE TO THE STOUGHTON COMMON COUNCIL			
Authorizing and directing the proper City official(s) to enter into a revised financial agreement between the State of Wisconsin and the City of Stoughton for costs for road improvements to US Highway 51 from Page Street to Hoel Avenue.			
Committee Action:	Utilities Committee recommended Common Council approval 7-0		
Fiscal Impact:	$ 377,000 ($359,684 plus a 5% contingency)		
File Number:	R-XXX-2020	**Date Introduced:**	June 23, 2020

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

WHEREAS, US Highway 51, a connecting highway through the City of Stoughton, is currently scheduled for rehabilitation from Page St to Hoel Avenue Street in 2020 (the "Project"); and

WHEREAS, on June 25, 2019 the City had previously entered into a financial agreement for this project,

WHEREAS, the City has worked the State to further clarify the project and City Participation; and

WHEREAS, the State has allowed the replacement of public lead service lines being completed prior to their construction efforts, provided it does not impact their project scheduling or add additional costs for the State, and

WHEREAS, to complete these public lead service line replacements, the City is required to execute a new State/Municipal Financial Agreement for a State-Let Highway Project, and

WHEREAS, the new agreement will include one additional requirement that the City shall pay for any additional costs incurred as a result of the public lead service line replacement work, and

WHEREAS, this agreement supersedes the previous agreement for this project; and

WHEREAS, the total estimated cost of the project is $2,389,782 with the City's contribution estimated to be $359,684 (not including 5% contingency), and

WHEREAS, the revised summary of costs provided by State of Wisconsin reflect the final bid amounts and result in a current budget shortfall of $65,600, and

WHEREAS, a budget amendment to this project in the amount of $65,600 will be necessary to complete the work and will be funded from excess funds in the City's Construction Fund, and

WHEREAS, your Stoughton Utilities Committee met on June 15, 2020 to consider this agreement revision, approved the agreement revision, and recommends approval and the adoption of the corresponding resolution, now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the State/Municipal Financial

Agreement for a State–Let Highway Project (USH 51), is hereby approved, Mayor Swadley is authorized and directed to execute such Agreement on behalf of the City, and the City Finance Director is authorized to pay the Wisconsin Department of Transportation pursuant to such Agreement, and

BE IT FURTHER RESOLVED by the Common Council of the City of Stoughton that the 2020 budget amount for this project will be increased by $65,600.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote:** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____ _____

Mayor Timothy Swadley Date

Council Action: _____ ☐ **Override** **Vote:** _____

Award of 2020 Water Service Line Replacement Construction Contract 5-2020 to Parisi Construction Co., Inc.: Stoughton Utilities staff presented and discussed the construction contract to complete the replacement of up to 19 public water lead service lines along West Main Street as part of the Wisconsin Department of Transportation (WDOT) road rehabilitation project.

The WDOT has stated that they have no concerns with the replacement of public lead service lines being completed prior to their construction efforts, provided it does not impact their project scheduling or add additional costs for the WDOT. Due to the schedule requirements, the only contractor that can complete the work in a timeframe that would not delay the WDOT work is the WDOT contractor, Parisi Construction Co., Inc. Parisi Construction Co., Inc. has stated they have the ability to complete the work and do not anticipate any impact to the overall construction schedule.

Using the unit costs provided by Parisi Construction Co., Inc., the estimated total cost for the proposed replacement of 19 lead service lines along West Main Street is approximately $130,000. Discussion followed.

Motion by Jenson, the motion seconded by Hirsch, to approve and enter into an agreement with Parisi Construction Co., Inc. for the 2020 Water Service Line Replacement Construction Contract 5-2020 for the per-unit contractual amount of up to $130,000.00, and recommend adoption of the corresponding resolution to the Stoughton Common Council at their June 23, 2020 meeting. The motion carried 7 to 0.

Revised Agreement with WDOT for USH 51 Rehabilitation from Page Street to Hoel Avenue: Stoughton Utilities staff presented and discussed the existing financial cost-sharing agreement between the City of Stoughton and the Wisconsin Department of Transportation (WDOT) for the road rehabilitation of West Main Street / US Highway 51 between Page Street and Hoel Avenue.

Staff informed the committee that in order for Stoughton Utilities to proceed with the replacement of public water lead service lines on West Main Street prior to the start of WDOT work, a revised agreement must be approved that would require that if any additional costs are incurred by the WDOT as a result of the lead service line replacement work, the City of Stoughton will be responsible for those additional costs. These costs would be paid by the Stoughton Water Utility. This new agreement will supersede previous agreements on this project. Discussion followed.

Motion by Heili, the motion seconded by Kallas, to approve the revised State/Municipal Financial Agreement for a State-Let Highway Project with the Wisconsin Department of Transportation for USH 51 Rehabilitation from Page Street to Hoel Avenue, and recommend adoption of the corresponding resolution to the Stoughton Common Council at their June 23, 2020 meeting. The motion carried 7 to 0.

Utilities Committee Future Agenda Items: Staff informed the committee that upcoming meeting topics include an update on customer collections in response to COVID-19 public health crisis, the annual wastewater collection system maintenance annual report (CMAR), updates on ongoing efforts to establish secure fiber communications to remote facilities, updates on the lead service line replacement program, and environmental sustainability. Discussion followed.

Adjournment: Being no further business before the committee, the Chair adjourned the regular Stoughton Utilities Committee Meeting at 6:30 p.m.

Respectfully submitted

Brian R. Hoops
Stoughton Utilities Assistant Director

DRAFT

Stoughton Utilities

600 South Fourth Street
P.O. Box 383
Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: June 9, 2020

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Revised Agreement with WDOT for USH 51 Rehabilitation from Page Street to Hoel Avenue

On July 5, 2019, the City of Stoughton entered into an agreement with the Wisconsin Department of Transportation (WDOT) for the road rehabilitation of West Main Street / US Highway 51 between Page Street and Hoel Avenue.

In order for Stoughton Utilities to proceed with the replacement of public water lead service lines on West Main Street prior to the start of WDOT work, a revised agreement must be approved. The revised agreement includes the requirement that if any additional costs are incurred by the WDOT as a result of the lead service line replacement work the city will be responsible for those additional costs. These costs would be paid by the Stoughton Water Utility. This new agreement will supersede previous agreements on this project.

We are requesting that the Stoughton Utilities Committee approve the revised State/Municipal Financial Agreement for a State-Let Highway Project with the Wisconsin Department of Transportation for USH 51 Rehabilitation from Page Street to Hoel Avenue, and recommend the Stoughton Common Council approve the same at their June 23, 2020 meeting.

	Revision #3 **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement signed by the Municipality on July 5, 2019 and signed by the State on July 11, 2019.*	Date: June 12, 2020 I.D.: 5845-04-01/-72, -73 Road Name: USH 51 Title: C Stoughton, W Main Street Limits: Hoel Avenue to Page Street County: Dane Roadway Length: 1.03 miles

The signatory, **City of Stoughton**, 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 affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Section 1 from Hoel Avenue to east of Van Buren Street is a concrete urban section with 9-inch non-reinforced concrete over 6 inches base course. Section 2 from east of Van Buren Street to Page Street is an urban section with 4 inches of asphalt over 4- to 6-inch non-reinforced concrete, over 6 inches base course. The asphalt surface has numerous cracks. The concrete has deterioration of the longitudinal and transverse joints.

Proposed Improvement - Nature of work: Section 1: Clean out longitudinal and transverse joints and remove old concrete; fill with asphalt. Clean out and fill mid panel cracks/spalls with asphalt. Overlay entire roadway with asphalt from Hoel Avenue to Van Buren Street. Concrete milling of outer driving lanes, tapering from 2 inches at curb and gutter line to 0 inches at 12-foot mark, needed to avoid filling in gutter pan. Section 2: Per request of the Municipality, State will remove all layers of pavement and base, excavate poor materials from subgrade, and provide new base course and surface with asphalt from Van Buren Street to Page Street. Sections 1 and 2: Check sidewalk curb ramps for ADA compliance, and replace where feasible (no additional right of way will be purchased or utilities moved).

Describe non-participating work included in the project and other work necessary to finish the project completely: Section 2 only: Removal of concrete pavement and common excavation costs needed for replacement (instead of repair) of existing pavement. Replacement of water laterals will be undertaken independently by the Municipality.

This project is currently scheduled for 2020 construction

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	$ 390,000	$ 292,500	75%	$ 97,500	25%
[1]Roadway Construction					
5845-04-72					
Roadway	$ 1,737,598	$ 1,737,598	100%	$ -	0%
Pavt removal/common exc	$ 262,184	$ -	0%	$ 262,184	100%
Subtotal :	$ 1,999,782	$ 1,737,598		$ 262,184	
Total Cost Distribution	**$ 2,389,782**	**$ 2,030,098**		**$ 359,684**	

[1] Estimates include 15% delivery for Roadway Construction

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3-4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial 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 Financial Agreement.

Signed for and in behalf of the **City of Stoughton** (please sign in blue ink)

Name (print) Title

Signature Date

Signed for and in behalf of the **State** (please sign in blue ink)

Name **Stephen Flottmeyer** Title **WISDOT Southwest Region Planning Chief**

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. 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 General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding removal of concrete pavement and common excavation between Van Buren Street and Page Streets due to Municipality request for pavement replacement.

   (e) 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.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (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) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

   (e) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

   (f) Conditioning, if required, and maintenance of detour routes.

   (g) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

(h) Concrete pavement removal and common excavation for pavement replacement between Van Buren Street and Page Street.

(i) Replacement of driveways and curb and gutter not necessitated by the project but requested by the Municipality.

(j) Installation of epoxy ladder pavement markings for crosswalks.

4. As the work progresses, the Municipality will be billed 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.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a 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.

8. Basis for local participation:

(a) Design Engineering (5845-04-01)

The Municipality is responsible for 25% of the design engineering costs for improvements on a Connecting Highway.

(b) Construction Engineering (5845-04-72)

The Municipality is responsible for the costs of the removal of the concrete pavement and common excavation between Van Buren Street and Page Street. The municipality requested that the pavement be replaced instead of patched and overlaid with asphalt. The Municipality is responsible for the cost of the ladder style epoxy pavement markings after they requested this style over the WisDOT Standard pavement marking for crosswalks. The Municipality requested additional curb and gutter and driveway aprons be replaced outside of what was involved with the curb ramps, The Municipality will be responsible for the cost associated with these repairs. The Municipality is responsible for the cost of adjusting manhole covers and other City utilities within the project limits.

The Municipality shall reimburse the State for any additional costs incurred from expenses caused by the Municipal water lateral replacement project.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.