

# Dane County Contract Cover Sheet

Revised 01/2023

Res 375  
significant

<b>Dept./Division</b>	Highway		
<b>Vendor Name</b>	Village of Cross Plains	<b>MUNIS #</b>	8464
<b>Brief Contract Title/Description</b>	Agreement for the design and reconstruction of CTH KP bridge in the Village of Cross Plains		
<b>Contract Term</b>	03/01/23 - 12/31/23		
<b>Contract Amount</b>	\$160,000		

<b>Contract #</b> Admin will assign	15063
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Tricia Rast	<b>Name</b>	Brian Mooney
<b>Phone #</b>	608.266.4065	<b>Phone #</b>	608.798.3241
<b>Email</b>	rast@countyofdane.com	<b>Email</b>	bmooney@cross-plains.wi.us
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	N/A-County is lead agency	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>
			<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>

<b>Budget Amendment</b>	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	375
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2023.04.03 14:30:08 -05'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 4/3/23	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, April 5, 2023 11:38 AM  
**To:** Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15063  
**Attachments:** 15063.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 4/5/2023 1:46 PM	Approve: 4/5/2023 1:47 PM
	Gault, David	Read: 4/5/2023 11:51 AM	Approve: 4/5/2023 11:52 AM
	Patten (Purchasing), Peter		Approve: 4/5/2023 1:04 PM
	Lowndes, Daniel		Approve: 4/5/2023 1:48 PM
	Stavn, Stephanie	Read: 4/6/2023 2:09 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15063  
Department: Highway  
Vendor: Village of Cross Plains  
Contract Description: Design & Reconstruction of CTH KP Bridge in the Village of Cross Plains (Res 375)  
Contract Term: 3/1/23 – 12/31/23  
Contract Amount: \$160,000.00

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1 **2022 RES-375**

2 **AGREEMENT FOR THE DESIGN AND RECONSTRUCTION OF CTH KP BRIDGE IN**  
3 **THE VILLAGE OF CROSS PLAINS**

4  
5 The Dane County Highway & Transportation Department and representatives of the  
6 Village of Cross Plains have determined that the CTH KP Bridge B-13-0215 over the Black  
7 Earth Creek is in need of reconstruction.

8  
9 Funding for the reconstruction of the project is to be accomplished in accordance with past  
10 policies of cost sharing on similar CTH projects. The County's share shall not exceed  
11 \$160,000.

12  
13 The department has funds available in account HWCONCAP-58237 for the project costs.

14  
15 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be  
16 authorized and directed to execute this cost sharing agreement on behalf of Dane County,  
17 with the Village of Cross Plains.

18  
19 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2023, in the  
20 above mentioned accounts be carried forward to 2024.

**AGREEMENT FOR THE DESIGN AND RECONSTRUCTION OF CTH KP BRIDGE  
IN THE VILLAGE OF CROSS PLAINS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), and the Village of Cross Plains; a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

**WITNESSETH:**

**WHEREAS** VILLAGE and COUNTY have determined that the Bridge over the Black Earth Creek in the Village of Cross Plains is in need of reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

**WHEREAS** the Project will be financed by a combination of Federal, State, COUNTY and VILLAGE funds; and

**WHEREAS** funding is to be accomplished in accordance with county policies and past practices of cost sharing on similar CTH projects; and

**WHEREAS** pursuant to Section 66.0301 Wis. Stats. VILLAGE and COUNTY wish to formalize arrangements for the Project's cost;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, VILLAGE and COUNTY do agree as follows:

1. The Project shall consist of the reconstruction of the Gorman Bridge over the Black Earth Creek on CTH KP.
2. The Project will be fully completed in 2023.
3. COUNTY and VILLAGE agree to joint financial participation in those construction costs for the Project as set forth in this Agreement, and the Dane County Dept. of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities.
4. COUNTY's total obligations under this Agreement, for the construction, shall not exceed \$160,000.00.
5. VILLAGE'S total obligations under this Agreement, for the design and construction, shall not exceed \$25,000.00, which represents fifty percent of the costs to include sidewalk; curb and gutter; and decorative railing; and one-hundred percent of the costs to include decorative treatments to the bridge.

6. VILLAGE shall reimburse COUNTY within 60 days of billing for completed services according to the responsibilities stated herein.
7. During the term of this Agreement, VILLAGE and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan and, in doing so, to make all employment and service related decisions without regard to age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs and to provide equal opportunity including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. VILLAGE agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination. This listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
8. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.
9. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
10. Any amendment to this Agreement shall be by written consent of the parties.
11. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**Signatures appear on the next page.**

FOR THE COUNTY:

Date Signed: \_\_\_\_\_

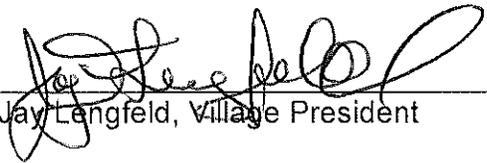
\_\_\_\_\_  
Joe Parisi, Dane County Executive

Date Signed: \_\_\_\_\_

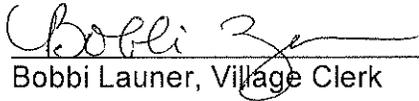
\_\_\_\_\_  
Scott McDonell, Dane County Clerk

FOR THE VILLAGE OF CROSS PLAINS

Date Signed: 3/27/2023

  
\_\_\_\_\_  
Jay Lengfeld, Village President

Date Signed: 3/27/2023

  
\_\_\_\_\_  
Bobbi Launer, Village Clerk