Dane County Contract Cover Sheet

Date In: __2/14/23

Date Out:

DOA:

Revised 01/2023

Dept./DivisionHighway & TransportationVendor NameVillage of OregonMUNIS #5904Brief Contract Title/DescriptionReconstruction of CTH MM from Spring St to S Perry Parkway Intersection and JT of CTH MM from Grove St to Wolfe St in the Village of OregonContract Term02/01/2023 - 12/31/2023Contract Amount1,930,000

RES 335
SIGNIFICAN

Controller, Purchasing, Corp Counsel, Risk Management

SIGNIFIC	SIGNIFICANT						
Contract Admin will a		15020					
Type of Contract							
	Dane County Contract						
	Intergovernmental						
	County Lessee						
	County Lessor						
	Purchase of Property						
	Property Sale						
	Grant						
	Other						

Contract Te	ract Term 02/01/2023 - 12/31/2023 Property Sale							
Contract	Contract Grant Grant							
Amount 1,930,000						Other	,	
Department Contact Information Vendor Contact Information								
	Contact Informatio			ntact infor				
Name		Rast	Name			eff Rau		
Phone # Email		6.4065	Phone # Email			.835.62		
		yofdane.com	Eman		Jrau@	vil.oregon.v	VI.US	
Purchasing	Officer	N/A						
	\$12,000 or unde	er – Best Judgment (1 q	uote required	1)				
		00 – \$43,000 (\$0 – \$25,00			es reguii	red)		
Durchasing		25,000 Public Works) (F		,	•	RFB/RF	D#	
Purchasing Authority)	KFB/KI	Гπ	
Authority		13,000 or under (\$25,000		olic vvorks)				
		ver \$43,000 (N/A to Publi						
	│	eases, Intergovernment	al, Property	Purchase/S	ale, Oth	er		
	D. # NI/A	Org: HWCONCAP	Obj: 522	08	Proj:			
MUNIS	Req # N/A County Highway is lead	Org:	Obj:		Proj:			
Req.	agency on project	Org:	Obj:		Proj:			
		olg.	Obj.		rioj.			
Budget Ame	endment							
		n requested via a Funds	Transfer or R	esolution. U	pon add	endum a	pprova	l and
		ı, the department shall up			•			
Resolution	Contract does n	ot exceed \$100,000 (\$40,	000 Public W	/orks)				
Required if contract exceeds	Contract exceed	e \$100 000 (\$40 000 Dub	dic Works)	resolution re	auired	R	es#	335
\$100,000		V 100,000 (V 10,000) diamo (1 0110)						
(\$40,000 PW)	A copy of the Re	esolution is attached to the	e contract co	ver sneet.		Y	'ear	2022
CONTRACT MODIFICATIONS – Standard Terms and Conditions								
			and Cond	11110113				
☐ No modifica	ations.	ions and reviewed by:				∐ Non-	standa	ard Contract
А	PPROVAL	AP	PROVAL –	Contracts	Exceed	lina \$10	0.000	
	Authorized Designe					poration		sel
Doot Tri	Digitally signed by Rast,	Tricia	7			-		
rasi, ifi	Cla Date: 2023.02.14 08:57: -06'00'	30 Nreg T	rockneyer		Vai	vid G	fau	et
						<i></i>		
APPROVAL	- Internal Contr	act Review – Routed	d Electroni	ically - Ap	prova	ls Will	Be At	tached

Goldade, Michelle

From: Goldade, Michelle

Sent: Tuesday, February 14, 2023 4:06 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #15020 **Attachments:** 15020.pdf

 Tracking:
 Recipient
 Read
 Response

 Hicklin, Charles
 Read: 2/14/2023 4:11 PM
 Approve: 2/14/2023 4:12 PM

 Patten (Purchasing), Peter
 Approve: 2/14/2023 4:08 PM

 Gault, David
 Read: 2/15/2023 9:01 AM
 Approve: 2/15/2023 10:03 AM

Lowndes, Daniel Read: 2/14/2023 4:18 PM Approve: 2/16/2023 11:37 AM

Stavn, Stephanie Read: 2/15/2023 8:03 AM

Oby, Joe

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

Contract #15020 Department: Highway Vendor: Village of Oregon

Contract Description: Reconstruction of CTH MM (Res 335)

Contract Term: 2/1/23 – 12/31/23 Contract Amount: \$1,930,000.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

2022 RES-335 1 AGREEMENT FOR THE RECONSTRUCTION OF CTH MM/JANESVILLE ST FROM 2 SPRING ST TO S PERRY PWKY INTERSECTION AND THE JURISDICTIONAL 3 TRANSFER OF CTH MM/JANESVILLE ST/MAIN ST FROM GROVE ST TO CTH 4 MM/WOLFE ST IN THE VILLAGE OF OREGON 5 6 The Dane County Highway Department and representatives of the Village of Oregon have 7 determined that CTH MM from Spring Street to South Perry Parkway Intersection is in need 8 9 of reconstruction. 10 CTH MM/Main St/Janesville St, from Grove Street to Wolfe Street shall be jurisdictionally 11 transferred to the Village of Oregon on November 1, 2023 and will no longer be a County 12 13 Trunk Highway. 14 Funding for the reconstruction of the project is to be accomplished in accordance with past 15 policies of cost sharing on similar CTH projects. The County's share shall not exceed 16 \$830,000. 17 18 19 After the transfer, the department has funds available in account HWCONCAP-52208 for 20 the project costs. 21 NOW THEREFORE BE IT RESOLVED that the following fund transfer be made to increase 22 the project construction budget: 23 24 25 **EXPENSE ACCOUNT** HWCONCAP-52208, CTH MM – Wolfe to Spring \$561,000.00 HWCONCAP-57163, CTH MM – Grove to NVL (\$ 89,663.64)

26 27 HWCONCAP-59063, CTH MM – Wolfe St West (\$ 12,875.20) 28 HWCONCAP-59179, CTH P - Pine Bluff to 14 (\$ 8,461.16) 29

30 31

INCREASE REVENUE ACCOUNT

HWCONCAP-80205, Village of Oregon \$450,000.00

32 33 34

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NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this cost sharing agreement on behalf of Dane County. with the Village of Oregon.

36 37 38

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

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AGREEMENT FOR THE RECONSTRUCTION OF CTH MM/JANESVILLE STREET FROM SPRING STREET TO SOUTH PERRY PARKWAY INTERSECTION AND THE JURISDICTIONAL TRANSFER OF CTH MM/JANESVILLE STREET/MAIN STREET FROM GROVE STREET TO CTH MM/WOLFE STREET IN THE VILLAGE OF OREGON

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 Oregon; a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

WITNESSETH:

WHEREAS VILLAGE and COUNTY have determined that CTH MM/Janesville Street, from Spring Street to South Perry Parkway, requires reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

WHEREAS the costs of the Project will be financed by a combination of COUNTY and VILLAGE funds; and

WHEREAS funding is to be accomplished in accordance with COUNTY'S, "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999, and

WHEREAS, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MM/Main Street/Janesville Street from Grove Street to Wolfe Street, within the VILLAGE corporate limits from COUNTY to VILLAGE; and

WHEREAS, COUNTY has obtained consent of the VILLAGE as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MM from the county trunk highway system. Consent by the VILLAGE for jurisdictional transfer from the COUNTY to the VILLAGE was provided as set forth in the Memorandum of Understanding between the Parties dated August 8, 2016; and

WHEREAS, COUNTY obtained the consent of the Wisconsin Department of Transportation as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MM from the county trunk highway system on December 5, 2022; 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 providing new asphaltic surface, roadway base, sidewalk, and curb and gutter replacement on CTH MM/Janesville Street from Spring Street to the South Perry Parkway. More specifically, COUNTY will remove all existing pavement, curb and

gutter, and provide two foot excavation (including removing existing concrete base material (if any), and excavating additional soils deemed unsuitable soils by the Village's public works director and COUNTY's engineer, and installing geotextile fabric over such unsuitable soil), install engineered base material, pave five inch hot mix asphalt surface, replace curb and gutter, sidewalk, driveway aprons, and update curb ramps. Base material and asphalt shall conform to State of Wisconsin Department of Transportation specifications. The section of asphalt from Spring Street westerly to the concrete section, approximately 100 feet, will be a two inch mill off and resurface. COUNTY will do centerline painting, cross walk painting and edgeline painting for bike lanes. Manhole and water box adjustment shall be done by VILLAGE. COUNTY will coordinate with VILLAGE to allow VILLAGE to complete water main installation and sanitary maintenance and replacement before COUNTY proceeds with road reconstruction work. Additional work is planned beyond the CTH MM/Janesville Street project limits. These additional work areas include, reconstructing the southwest corner of the Kierstead Lane/Janesville Street intersection including the curb ramps, removing the large tree in the northwest corner of the South Oak Street/Janesville Street intersection, the reconstruction of the northeast and northwest corners of the Spring Street/Janesville Street intersection, including the curb ramps, and the reconstruction of State Street and Washington Street. The tie in points for these projects will be located at existing COUNTY right-of-way line. The VILLAGE and COUNTY will coordinate design and construction work limits for these projects as indicated in Attachment A - Cost Share Agreement Display.

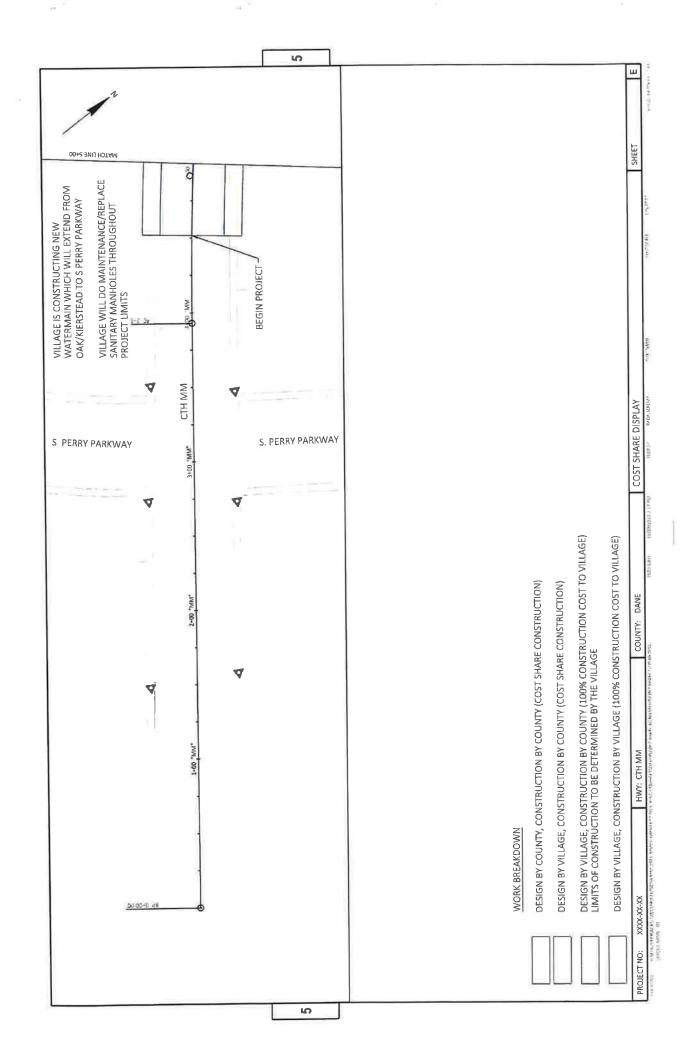
- 2. COUNTY and VILLAGE agree to joint financial participation in those construction costs for the Project, as set forth in this Agreement and the Dane County Dept. of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities.
- 3. VILLAGE will replace VILLAGE utilities prior to the start of the Project and the costs of this work will be funded entirely by VILLAGE.
- 4. The Project will be completed in 2023.
- 5. The jurisdictional transfer of CTH MM/Main Street/Janesville Street, from Grove Street to Wolfe Street, from COUNTY to VILLAGE shall occur on November 1, 2023. The length of this section of roadway is 4,700 feet.
- Upon the jurisdictional transfer of these roads, ongoing financial participation for maintenance and reconstruction of the Wolfe Street/Janesville Street intersection traffic signals will be split 75% VILLAGE and 25% COUNTY.
- 7. If the VILLAGE'S Public Works Director determines that work does not meet the requirements of this Agreement, COUNTY and VILLAGE shall proceed in good faith to correct any deficiencies. The Parties agree that time is of the essence with respect to any identified issues. Any determination that work does not meet requirements shall be in writing and shall specifically identify issues of concern. If COUNTY and the VILLAGE'S Public Works Director disagree regarding whether the work meets the requirements of this Agreement, the parties shall engage a mutually agreed-upon engineering firm to resolve

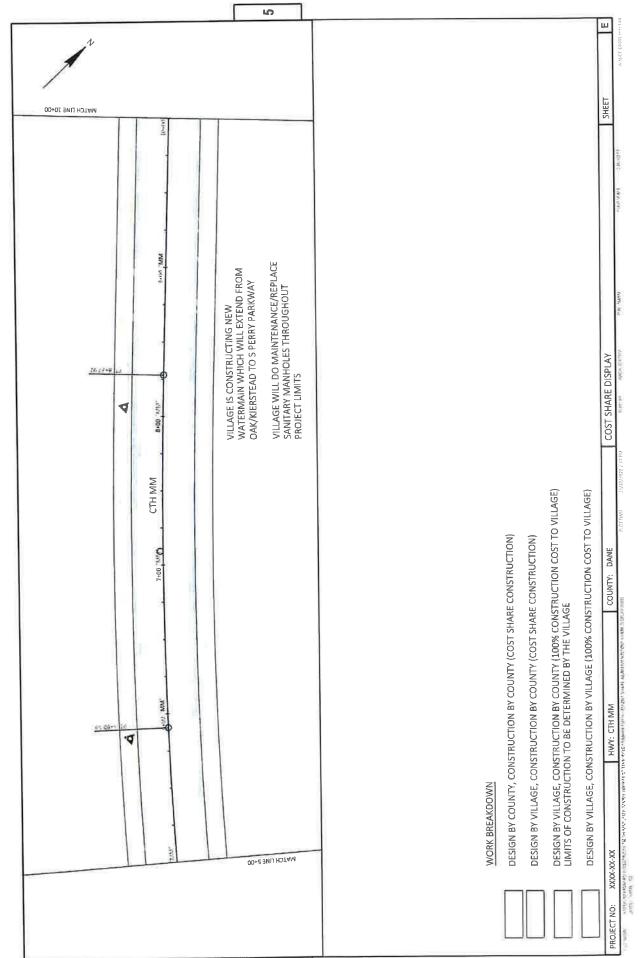
- the dispute. The costs of any outside consultant shall be borne equally between the VILLAGE and COUNTY.
- 8. COUNTY's total obligations under this Agreement shall not exceed \$830,000. VILLAGE's total obligations under this Agreement shall not exceed \$1,100,000. VILLAGE shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY'S cost-share policy or this Agreement. The project cost summary can be found in attachment B Cost Share Agreement Summary
- 9. VILLAGE shall reimburse COUNTY within 60 days after invoices are received by VILLAGE.
- 10. 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, martial 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.
- 11. 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.
- 12. This Agreement may only be amended in writing upon agreement by both parties.
- 13. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
- 14. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

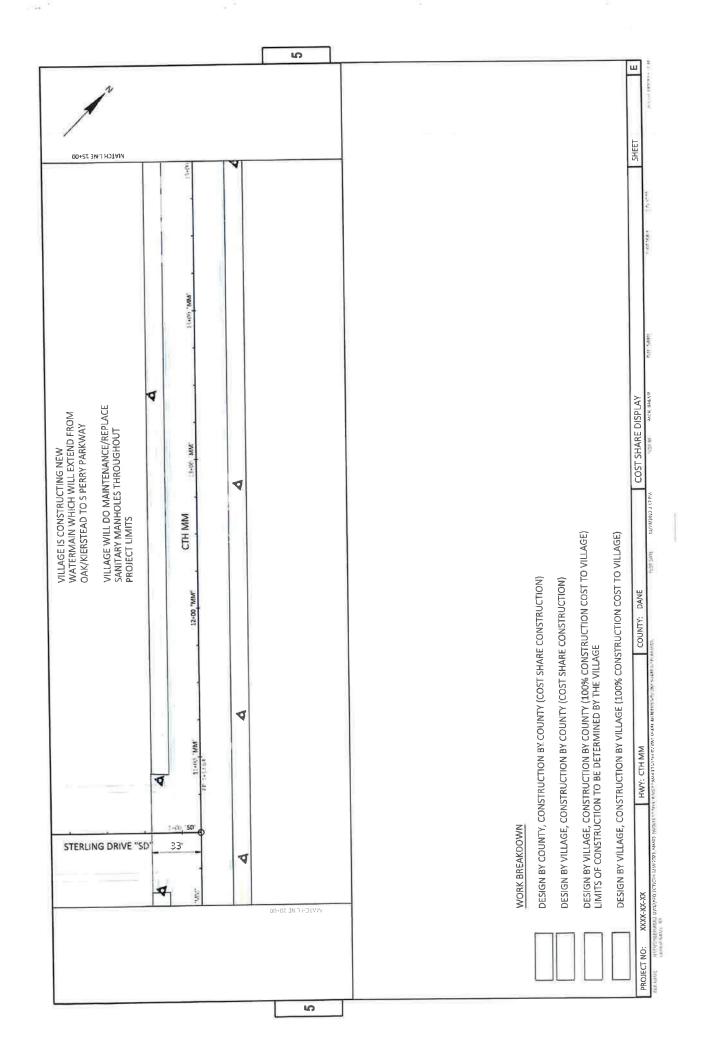
FOR THE COUNTY:

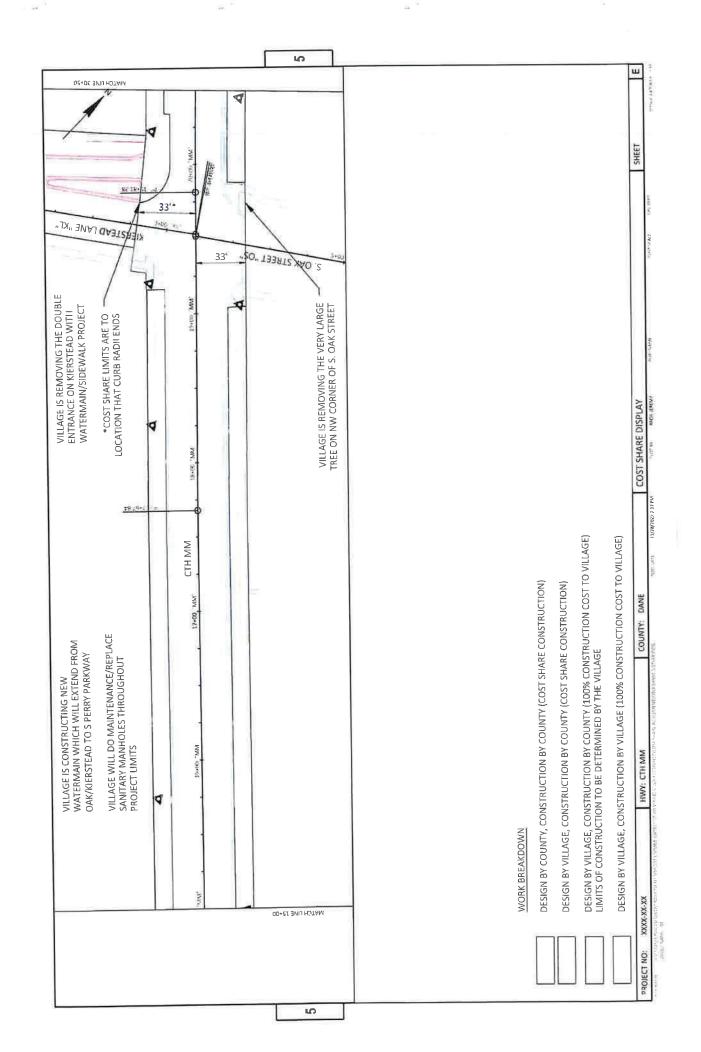
Date Signed:	Joe Parisi, Dane County Executive
Date Signed:	Scott McDonell, Dane County Clerk
FOR THE V	ILLAGE OF OREGON:
Date Signed: <u>02</u> 13.2023	Dandy Blysch Randy Glysch, President
Date Signed: 02-13.2023	Candie Jones Clerk

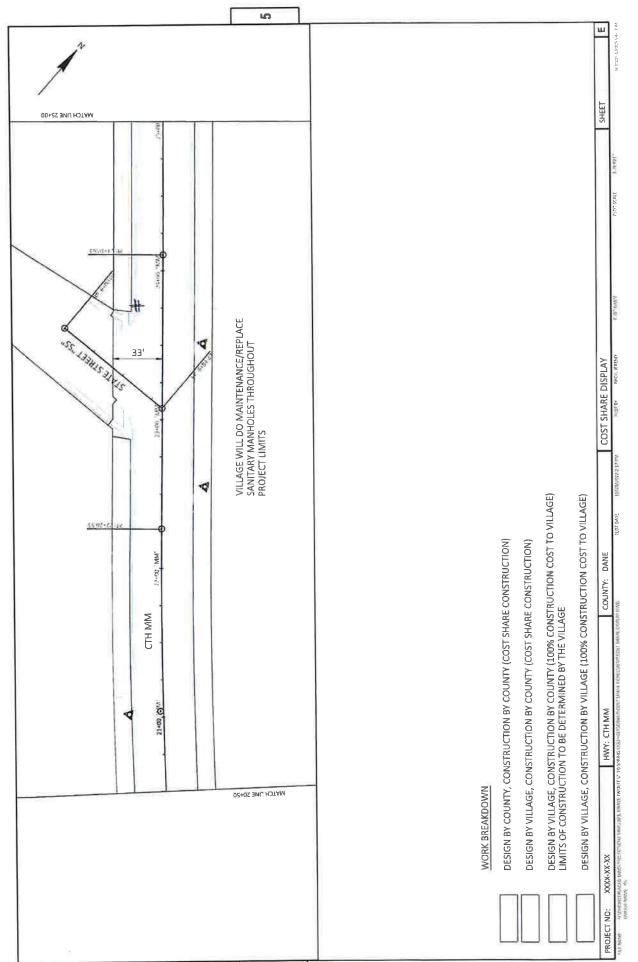
ATTACHMENT A COST SHARE AGGREEMENT DISPLAY

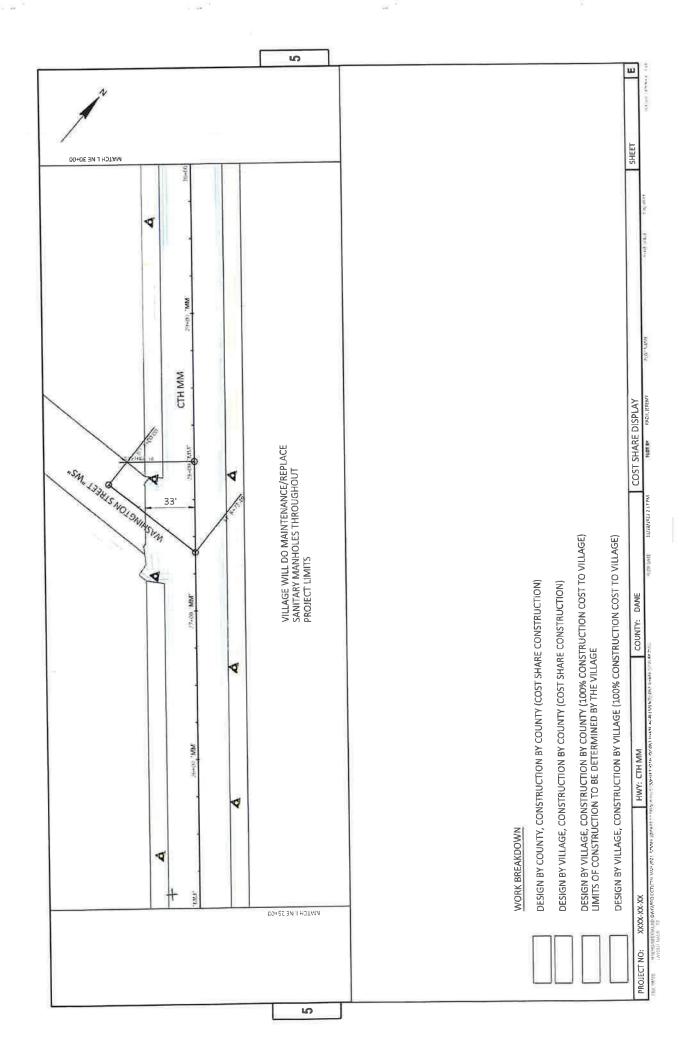


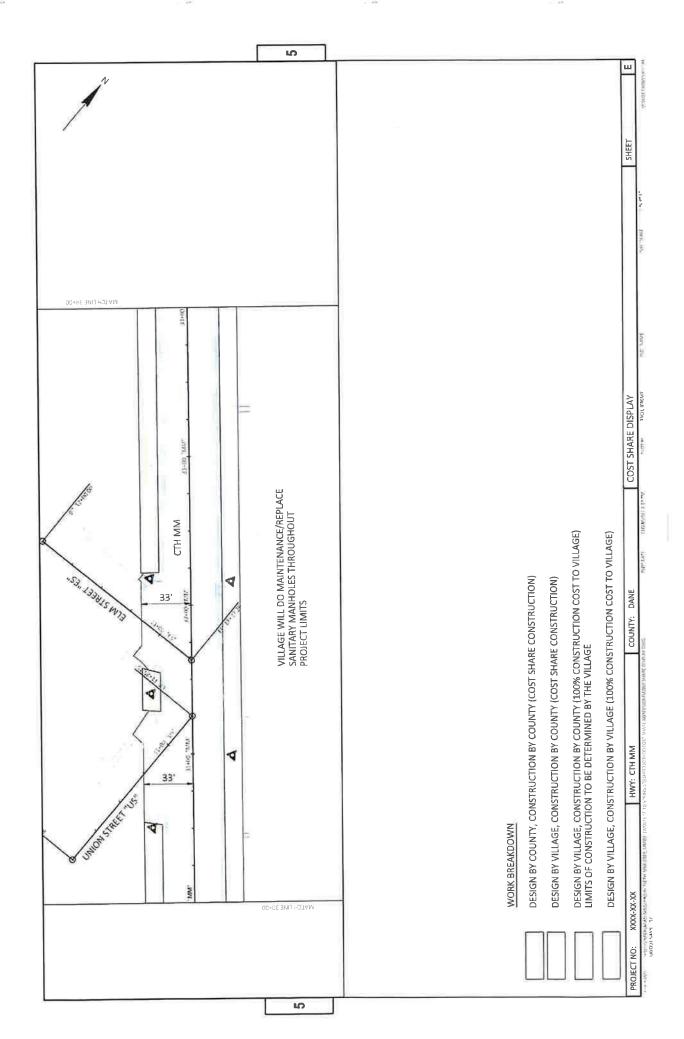


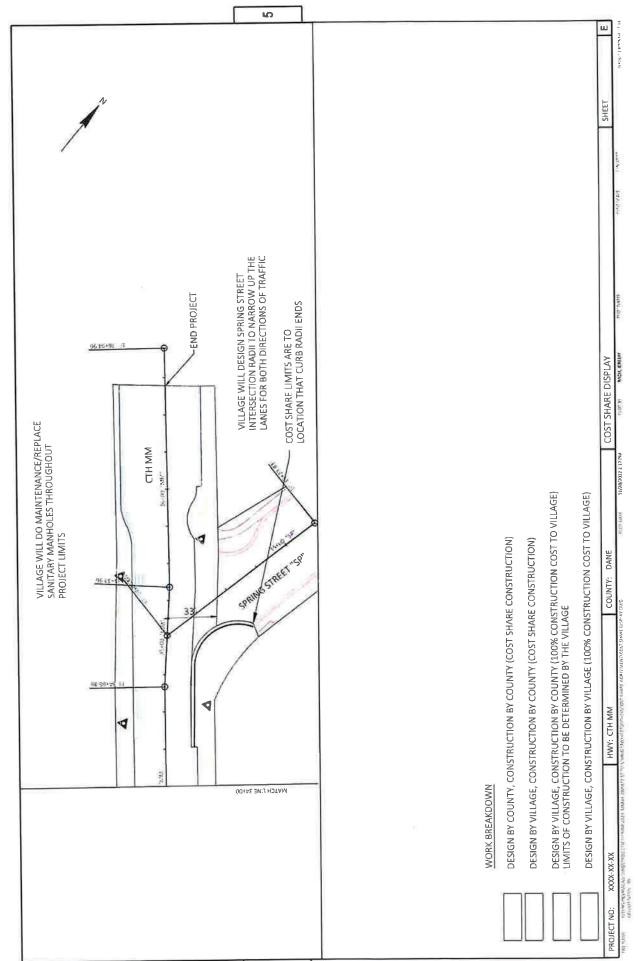












ATTACHMENT B COST SHARE AGGREEMENT SUMMARY

Dane County Highway Department Village of Oregon CTH MM (South Perry Parkway to Spring Street) Project Number xxxxx-xxxx as of 12/15/2022

CATEGOR	RY 1 - CTH MM ROADWAY ITEMS	ESTIMATED						
						LOCAL SHARE BREAKDOWN (50%/50%)		
ITEM	DESCRIPTION	PLANNED	UNIT	COST/UNIT	ESTIMATED AMOUNT	DANE	VILLAGE OF OREGON	
	Removing Concrete Pavement	7,498	SY	\$6.00	\$44,990.67	\$22,495.33	\$22,495.33	
	Removino Asphaltic Surface	61	SY	\$25.00	\$1,516.67	\$758 33	\$758 33	
	Removing Asphaltic Surface Milling	13,581	SY	\$3.00	\$40,743.33		\$20,371 6	
	Removing Curb & Gutter	6,358	LF	\$2.50	\$15 895 00	\$7,947.50	\$7,947.5	
	Removing Inlets	1	EACH	\$500.00	\$500.00	\$250.00	\$250 0	
	Unclassified Excavalion	10.799	CY	\$9.00	\$97,169.18	\$48,594.59	\$48,594,5	
211 0100	Prepare Foundation for Asphaltic Paving (project)	1	LS	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.0	
	Base Aggregate Dense, 1 1/4-Inch (6" depth)	5,878	TON	\$16.00	594,048.64		\$47,024.33	
	Base Aggregate Dense, 3-Inch (13" depth)	12.118	TON	\$16.00	\$193,895.70	\$96,947,85	\$96,947.6	
	Tack Coal	933	GAL	\$4.25	\$3,965,71	\$1,982.85	\$1,982.8	
	HMA Pavement, 3 MT 58-28 S Lower Course	2,299	TON	580.00	\$183.955.53	591,977.77	591,977,7	
	HMA Pavement, 4 MT 58-28 S Upper Course	1,533	TON	\$95.00	\$145,631.46	\$72,815.73	\$72,815.7	
601 0411	Concrete Curb & Gulter, 30-Inch Type D	6,358	LF	\$20,00	\$127,160.00	563,580,00	\$63,580.0	
E02 0505	Curb Ramp Detectable Warning Field Yellow	200	SF	545.00	59,000.00		\$4,500.0	
609 0315	Storm Sewer Pine RC Class III 12-inch	30	LF	\$90.00	\$2,700.00	\$1,350.00	\$1,350 0	
	Inlet Covers Type H	17	EACH	\$750.00	\$12,750.00	\$6,375 00	\$6 375.0	
	Inlets 4-FT diameter	1	EACH	\$3,000.00	\$3,000 00	\$1,500.00	\$1,500.0	
	Adjusting Inlet Covers	21	EACH	\$750.00	\$15,750.00	\$7,875 00	\$7,875.0	
	Mobilization (County)	1	EACH	\$80,000.00	\$80,000.00	\$40,000.00	\$40,000.0	
	Traffic Control	1	EACH	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000,0	
	Genlexiile Tyne SR	15.985	SY	\$3.00	\$47,956.00	\$23,978.00	\$23,978.0	
Date Criss	Frosion Control	1	LS	\$25,000.00	\$25 000 00	\$12,500.00	\$12,500.0	
	Lanoscaping	1	LS	\$75,000.00	\$75,000.00	\$37,500.00	\$37.500.0	
EAR 1005	Marking Line Paint 4-Inch	13,100	LF	\$1.25	\$16,375.00	\$8,187.50	58 187 5	
	Marking Arrow Paint	14	EACH	\$250.00	\$3,500.00	\$1,750.00	\$1,750.0	
	Marking Symbol Paint	12	EACH	\$225.00	\$2,700.00		\$1,350.0	
	Marking Diagonal Paint 12-Inch	40	LF	\$10,00	\$400.00		\$200 0	
	Merking Curb Paint	10	LF	\$14.00	\$140.00	570.00	\$70.0	
	Marking Island Nose Paint	1	EACH	\$350.00	\$350.00	\$175.00	\$175,0	
_		_	Estimated Sub-Total		\$1.384.112.89	\$692,056.45	\$692.056.4	
		Estimated Contingencies 10%			\$138,411.29	\$69,205.64	\$69,205.6	
				Estimaled Total	51.522.524.11	\$761,262.09	\$761,262.0	
			Cost St	hare Obligations	\$1,523,000.00	\$761,500.00	\$761,500.0	

NORK / N	MUNICIPAL PAVEMENT MARKINGS	CHOOLING COLUMN	ESTIMATED			
ITEM	DESCRIPTION		UNIT	COST/JINIT	ESTIMATED AMOUNT	BREAKDOWN (100%)
		PLANNED				VILLAGE OF OREGON
	Removing Asphaltic Surface Milling	600	SY	\$3.00	\$1,800.33	\$1,800.33
	Removing Curb & Gulter	349	LF	\$2,50	\$872.50	5872.50
	Removing Concrete Sidewalk	70	SY	56,00	5418.13	\$418.13
	Unclassified Excavation	104	CY	\$9,00	\$933.13	\$933.13
	Prepare Foundation for Asphaltic Paving (project)	1	LS	\$2,000.00	\$2,000.00	\$2,000.00
305 0120	Base Aggregate Dense, 1 1/4-Inch (6* depth)	218	TON	\$16.00	\$3,483.70	\$3,483.70
	Base Aggregate Dense 3-Inch (13" depth)	392	TON	\$16.00	\$5,277.74	\$6,277.74
	Concrete Driveway 7-Inch	674	SY	S65.00	\$43,824.44	543,824.44
	Tack Coat	24	GAL	\$4,25	\$101.41	5101 41
	HMA Pavement, 3 MT 58-28 S Lower Course	59	TON	580.00	\$4,704.27	\$4,704.27
460 E224	HMA Pavement. 4 MT 58-28 S Upper Course	39)	TON	\$95,00	53,724.21	53,724 2
	Concrete Curb & Gutter, 30-Inch Type D	204	LF	\$20.00	\$4,088.00	\$4,080.00
	Concrete Sidewalk, 5-inch	784	SF	\$6.00	\$4,704.00	\$4,704.00
	Geologile Type SR	518	SY	\$3.00	\$1,552.67	\$1,552.67
LIVE OF GO	Erosian Cantrol	1	LS	\$1,000.00	\$1,000.00	\$1,000.00
	Landscaping	1	LS	S1_000.00	\$1,000.00	\$1,000.00
846 1005	Marking Line Paint 4-Inch	340	LF	\$1.25	\$425.00	\$425.00
	Marking Stop line Paint 18-Inch	120	LF	\$15.00	\$1,800.00	51.80D.00
	Marking Crosswalk Paint Transverse	1,150	LF	\$10.00	511,500 00	\$11,500.00
	Marking Parking Stall Paint	80	LF	\$8.00	\$640.00	\$640.0
			Esti	nated Sub-Total	\$94,841.54	\$94,841.5
		Estimated Contingencies 10%			\$9,464.15	\$9,484.1
				Estimated Total	\$104,325.70	\$104,325.79
			Cost S	hare Obligations	\$105,000.00	S105,000 0

CATEGORY 3 - CTH MM SIDEWALKS						ESTIMATED		
OKI COOK I	17 18 - 17 18 18 18 18 18 18 18 18 18 18 18 18 18					LOCAL SHARE BREAKDOWN (25%/75%		
ITEM	DESCRIPTION	PLANNED	UNIT	COST/UNIT	ESTIMATED AMOUNT	DANE	VILLAGE OF OREGON	
	novino Concrele Sidewalk	2,808	SY	S6.00	516,845.33	\$4,211.33	\$12,634 00	
	destiled Excavation	702	CY	\$9.00	\$6,317.00	\$1,579 25	\$4,737.78	
	e Aggregale Dense, 1 1/4-Inch (6" depth)	1 474	TON	\$16.00	\$23,583,47	\$5,895.87	\$17 687 66	
	icrele Sidewalk, 5-inch	31,585)	ŞF	\$6,00	\$189,510.00	\$47,377,50	\$142,132.50	
			Estin	nated Sub-Total	\$236,255.80	\$59,063.95	\$177,191 8	
		Estimated Total \$259.		\$23,625 58	\$5,906 40	\$17,719.11		
				\$259,881.38	\$64,970 35	\$194 911.04		
				\$260,000.00	\$65,000.00	\$195,000.00		

	TOTAL ESTIMATED COST SHARE				
-	COUNTY	VILLAGE OF OREGON			
Category 1	\$761,500.00	\$761,500.00			
Category 2	\$0.00	\$105,000.00			
Category 3	\$65,000.00	\$195,000.00			
Total	\$826,500,00	\$1,061,500,00			
Project Total	\$1,888,00	\$1.888,000.00			