| Dane Cou                                     | unty              | y Contra  | ict (                                | Cover Sh  | eet                               |                                       | Res 106<br>Significant                                    |             |
|--|-------------------|---|--------------------------------------|---|-----------------------------------|---------------------------------------|---|-------------|
| Dept./Divisio                                | n  -              | Highway &   | Tra                                  | nsportation   |                                   |                                       | Contract # Admin will assign 14799                        |             |
| Vendor Name                                  | e \               | /illage of Or   | egor                                 | 1   | MUNIS#                            | 5904                                  | Type of Contrac   | t           |
| Brief Contrac<br>Title/Description           | on \              | /lM/Janesvill   | e St a                               | reconstruction<br>and South Perry<br>Village of Oreg  | y Parkway                         | ′                                     | Dane County C Intergovernmen County Lessee County Lessor  | ntal        |
| Contract Terr                                | m C               | )1/01/22 - 1  | 12/31                                | 1/22  |                                   |                                       | Purchase of Pr Property Sale                              | operty      |
| Contract<br>Amount                           | \$                | 5130,000  |                                      |   |                                   |                                       | Grant Other   |             |
| Department C Name Phone # Email Purchasing O |                   | Tricia<br>608.266<br>rast@county  | Rast<br>5.406                        | 5   | Name<br>Phone #<br>Email          |                                       | nformation  Jeff Rau  608.835.6290  jrau@vil.oregon.wi.us |             |
| Purchasing<br>Authority                      | Be Bic            | tween \$11,000<br>er \$40,000 (\$2<br>I Waiver – \$40<br>I Waiver – Ove | – \$40<br>5,000<br>,000 o<br>er \$40 | st Judgment (1 c<br>0,000 (\$0 - \$25,00<br>Public Works) (F<br>or under (\$25,000<br>,000 (N/A to Public<br>Intergovernmen | ormal RFB/lor under Public Works) | orks) (3 c<br>RFP requi               | red) RFB/RFP#   |             |
| MUNIS  | Req#              | # 2050  | Org:                                 | HWCONCAP  | <b>Obj:</b> 52                    | 208                                   | Proj:   |             |
| Rea.   | Year              | 2022  | Org:                                 |   | Obj:                              |                                       | Proj:   |             |
|  | Amend<br>nendme   | ment has beer<br>ent completion<br>ontract does no<br>ontract exceeds   | the det                              |   | ,000 Public                       | quisition ir<br>Works)<br>– resolutio |   | 106<br>2022 |
| CONTRACT                                     | MOD               | IFICATIONS  | 5 – St                               | tandard Terms   | and Con                           | ditions                               |   |             |
| ☐ No modificat                               | ions.             | ☐ Modification  | ons an                               | d reviewed by:  |                                   |                                       | ☐ Non-standard (  | Contract    |
| AD   | <br>PRO\          | /AI   |                                      | AD  | DDO\/AI                           | Contra                                |   |             |
| Dept. Head / A                               |                   |   |                                      | Director of A   |                                   |                                       | Corporation Counsel                                       |             |
| Rast, Tric                                   | Dig<br>Dat<br>-05 | itally signed by Rast, T<br>e: 2022.07.18 16:28:1-<br>'00'              | ricia<br>I                           |   |                                   |                                       |   |             |

| APPRO' | VAL – Internal Cont | ract Review - Routed | Electronically – Approvals Will Be Attached           |
|--------|---------------------|----------------------|---|
| DOA:   | Date In: 7/21/22    | Date Out:            | Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

From: Goldade, Michelle

**Sent:** Thursday, July 21, 2022 12:23 PM

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

**Cc:** Stavn, Stephanie; Oby, Joe

**Subject:** Contract #14799 **Attachments:** 14799.pdf

Tracking: Recipient Read Response

Hicklin, Charles Read: 7/21/2022 7:08 PM Approve: 7/21/2022 7:09 PM

Gault, David Read: 7/21/2022 12:37 PM Approve: 7/21/2022 12:38 PM

Patten (Purchasing), Peter Approve: 7/21/2022 1:12 PM

 Lowndes, Daniel
 Read: 7/21/2022 3:55 PM
 Approve: 7/21/2022 4:08 PM

 Stavn, Stephanie
 Read: 7/22/2022 12:04 PM

 Oby, Joe
 Deleted: 7/22/2022 6:44 AM

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

Contract #14799 Department: Highway Vendor: Village of Oregon

Contract Description: Reconstruction of CTH MM/Janesville St & S Perry Parkway (Res 106)

Contract Term: 1/1/22 – 12/31/22 Contract Amount: \$130,000.00

### 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-106 1 AGREEMENT FOR THE RECONSTRUCTION OF CTH MM/JANESVILLE ST AND 2 SOUTH PERRY PARKWAY INTERSECTION IN THE VILLAGE OF OREGON 3 4 5 The Dane County Highway & Transportation Department and representatives of the Village of Oregon have determined that the CTH MM/Janesville St and South Perry 6 Parkway Intersection is in need of reconstruction. 7 8 9 Funding for the reconstruction of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects. The County's share shall not exceed 10 \$130,000. 11 12 The department has funds available in account HWCONCAP-52208 for the project costs. 13 14 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be 15 authorized and directed to execute this cost sharing agreement on behalf of Dane County, 16 with the Village of Oregon. 17 18 BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2022, in the 19

above mentioned accounts be carried forward to 2023.

2021

2223

# AGREEMENT FOR THE RECONSTRUCTION OF CTH MM/JANESVILLE STREET AND SOUTH PERRY PARKWAY INTERSECTION 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 the CTH MM/Janesville Street and South Perry Parkway Intersection is in need of 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 COUNTY'S, "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999, and

WHEREAS the VILLAGE and COUNTY plan to reconstruct the remaining portion of CTH MM/Janesville from South Perry Parkway to Spring Street, at a future date;

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, curb and gutter replacement at the intersection of CTH MM/Janesville Street and South Perry Parkway and approximately 150 feet easterly along CTH MM/Janesville towards the recently reconstructed portion completed with the CTH MM/Wolfe Street Intersection Project.
- 2. COUNTY and VILLAGE agree to joint financial participation in those construction costs for the Project, as set forth in this Agreement, Exhibit A which is incorporated herein as though fully stated, and the Dane County Dept. of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities.
- 3. VILLAGE will also be replacing utilities, reconstructing South Perry Parkway north, and installing traffic signals as part of this Project. The Village will be the lead agency for this work and the Project.
- 4. The Project will be completed in 2022.
- 5. The reconstruction of CTH MM/Janesville Street, from South Perry Parkway to Spring Street will be completed under a separate agreement. That agreement shall include the Jurisdictional Transfer of CTH MM/Janesville Street from CTH MM/Wolfe Street to Grove Street.

- 6. COUNTY's total obligations under this Agreement shall not exceed \$130,000. VILLAGE's total obligations under this Agreement shall not exceed \$410,000; as per EXHIBIT A. 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.
- 7. COUNTY shall reimburse VILLAGE within 60 days after invoices are received by VILLAGE.
- 8. 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 This listing of prohibited bases for discrimination shall not be nondiscrimination. 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.
- 9. 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.
- 10. This Agreement may only be amended in writing upon agreement by both parties.
- 11. 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.
- 12. 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 VILI            | AGE OF OREGON:                          |
| Date Signed: 07-11-2022 | Mandy Blysol<br>Randy Glysch, President |
| Date Signed: 07.11.2022 | Cludul Hones Candie Jones, Clerk        |

# CTH MM / JANESVILLE ST & SOUTH PERRY PKWY INTERSECTION VILLAGE OF OREGON EXHIBIT A

| Item<br>204.0100<br>204.0120<br>204.0150<br>204.0155<br>205.0100 |  |           |               |              | The second secon |              |          |                          |          |                      |
|--|--|-----------|---------------|--------------|--|--------------|----------|--------------------------|----------|----------------------|
| 004.0100<br>004.0120<br>004.0150<br>004.0155                     | Item Description                                   | Oty Unit  | Unit Price    | Total        | Unit Price   | Total        | Quantity | Total                    | Quantity | Total                |
| 204.0120<br>204.0150<br>204.0155<br>205.0100                     | REMOVING CONCRETE PAVEMENT                         |           | \$ 25.00      | \$1,650.00   | \$27.00  | \$1,782.00   | 43.0     | \$1,161.00               | 23.0     | \$621.00             |
| 04.0150<br>04.0155<br>05.0100                                    | REMOVING ASPHALTIC SURFACE MILLING                 | 469 SY    |               | \$11,725.00  | \$12.00  | \$5,628.00   |          | \$5,628.00<br>\$2,470.50 | 329.0    | \$0.00<br>\$1.480.50 |
| 005.0100   | REMOVING CURB & GULTER                             | 153 SV    | 13.00         | \$1 989 00   | \$27.00  | \$4.131.00   | 76.5     | \$2,065.50               | 76.5     | \$2,065.50           |
| 0010.50  | REMOVING CONORS IS SIDEWALN                        | 1440 CV   |               | \$24 480 00  | \$29.00  | \$41.760.00  |          | \$23,055.00              | 645.0    | \$18,705.00          |
| 10120  | BASE AGGREGATE 1 1/4-INCH                          | 800 TON   | \$ 22:00      | \$17,600.00  | \$19.65  | \$15,720.00  |          | \$8,921.10               | 346.0    | \$6,798.90           |
| 312.0110   | SELECT CRUSHED MATERIAL                            | 1,603 TON |               | \$24,045.00  | \$20.00  | \$32,060,00  | w        | \$17,080.00              | 749.0    | \$14,980.00          |
| 416,0170   | CONCRETE DRIVEWAY 7-INCH                           | 62 SY     | \$ 70.00      | \$4,340.00   | \$76.70  | \$4,755.40   | 62.0     | \$4,755.40               | 0.0      | \$0.00               |
| 455.0605   | TACK COAT  | 163 GAL   | \$ 5.00       | \$815.00     | \$3,00   | \$489.00     | 100.0    |                          | 63.0     | \$189.00             |
| 460,6222   | HMA PAVEMENT 2 MT 58-28 S <sup>2</sup>             | 394 TON   | \$ 80.00      | \$31,520.00  | \$76.60  | \$30,180.40  |          |                          | 152,0    | \$11,643.20          |
| 460,6224   | HMA PAVEMENT 4 MT 58-28 S <sup>2</sup>             | 263 TON   | \$ 80.00      | \$21,040.00  | \$88.40  | \$23,249.20  |          |                          | 101.0    | \$8,928.40           |
| 601.0411   | CONCRETE CURB & GUTTER 30-INCH TYPE D              | 795 LF    | \$ 30.00      | \$23,850.00  | \$28.50  | \$22,657.50  |          |                          | 304.0    | \$8,664.00           |
| 602.0410   | CONCRETE SIDEWALK 5-INCH                           | 1415 SF   |               | \$8,490.00   | \$7.10   | \$10,046.50  | 759.0    | \$5,388.90               | 656.0    | \$4,657,60           |
| 602.0505   | CURB RAMP DETECTABLE WARNING FIELD YELLOW          | 80 SF     | \$ 50.00      | \$4,000.00   | \$20.00  | \$4,000.00   | 40.0     |                          | 40.0     | \$2,000.00           |
| 611.8110   | ADJUSTING MANHOLE COVERS                           | 2 EACH    |               | \$1,000.00   | \$500.00   | \$1,000.00   | 10       | \$500.00                 | 0.0      | \$500.00             |
| 611.8115   | ADJUSTING INLET COVERS                             | Z EACH    | 200000        | \$1,000,00   | 45.00  | \$2,000,00   |          | \$2 184 00               | 128.0    | \$768.00             |
| 625.0500   | SALVAGED TOPSOIL                                   | 492.51    |               | \$984 00     | \$1.95   | \$959.40     | 364.0    |                          | 128.0    | \$249.60             |
| 628.2006   | EROSION MAI URBAN CLASS LITTE A                    | HACH A    |               | \$390.00     | \$55.00  | \$330.00     | 5.0      |                          | 1.0      | \$55.00              |
| 620.7010   | FERTILIZER TYPE R                                  | 0.3 CWT   | \$ 200.00     | \$60.00      | \$150.00   | \$45.00      |          |                          | 1.0      | \$15.00              |
| 630.0140   | SEEDING MIXTURE NO. 40                             | 9 LB      | \$ 30.00      | \$270.00     | \$15.00  | \$135.00     | 7.0      | \$105.00                 | 2.0      | \$30.00              |
| 634.0614   | POSTS WOOD 4x6-INCH X 14 FT                        | 6 EACH    | \$ 75.00      | \$450.00     | \$185.00   | \$1,110.00   | 0.9      |                          | 0.0      | \$0.00               |
| 637.2210   | SIGNS TYPE II REFLECTIVE H                         | 15 SF     | \$ 25.50      | \$382.50     | \$30.00  | \$450.00     |          |                          | 0.0      | 20.00                |
| 638.2102   | MOVING SIGNS TYPE II                               | 1 EACH    |               | \$100.00     | \$150.00   | \$150.00     | 0.0      |                          | 000      | 00.05                |
| 638.2602   | REMOVING SIGNS LYPE II                             | 74 F      | 950           | \$703.00     | \$2.50   | \$185,00     |          | \$185.00                 | 0.0      | \$0.00               |
| 546.102U   | MARKING LINE EPOXY 8-INCH                          | 312 LF    | \$ 2.00       | \$624.00     | \$2.25   | \$702.00     |          |                          | 0.08     | \$180.00             |
| 645.4520   | MARKING LINE SAME DAY EPOXY 4-INCH                 | 911 LF    | \$ 2.50       | \$2,277.50   | \$2.50   | \$2,277.50   |          | è                        | 254.0    | \$635.00             |
| 646.5020   | MARKING ARROW EPOXY                                | 5 EACH    | \$ 350.00     | \$1,750.00   | \$225.00   | \$1,125.00   |          |                          | 1.0      | \$225.00             |
| 646.5120   | MARKING WORD EPOXY                                 | 1 EACH    | \$ 300.00     | \$300.00     | \$235.00   | \$235.00     |          | \$235.00                 | 0.0      | \$0.00               |
| 646,6120   | MARKING STOP LINE EPOXY 18-INCH                    | 102 LF    | 15.00         | \$1,530.00   | 571.50   | \$1,175.00   | 4710     | 6                        | 1190     | \$892.50             |
| 646.8120   | MARKING CURB EPOXY                                 | 2415      | 0.00          | \$3,013.00   | 23 00  | \$222.00     |          |                          | 37.0     | \$111.00             |
| 646.9000   | CONSTRUCTION STAKING SHIRGRADE                     | 320 LF    | \$ 0.50       | \$160.00     | \$0.01   | \$3.20       |          |                          | 160.0    | \$1.60               |
| 850 5000   | CONSTRUCTION STAKING BASE                          | 320 LF    | \$ 1.00       | \$320.00     | \$1.00   | \$320.00     |          | \$160.00                 | 160.01   | \$160.00             |
| 650.5500   | CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER | 884 LF    |               | \$1,591,20   | \$1.00   | \$884.00     |          |                          | 398.0    | \$398.00             |
| 650,9000   | CONSTRUCTION STAKING CURB RAMPS                    | 8 EACH    | \$ 210.00     | \$1,680.00   | \$100.00   | \$300.00     |          |                          | 4 0      | \$400.00             |
| 690.0150   | SAWING ASPHALT                                     | 160 LF    | \$ 2.65       | \$424.00     | \$8.00   | \$1,280.00   | 124.0    | 4                        | 36.0     | \$288.00             |
| 690 0250   | SAWING CONCRETE                                    | 14/ LF    | 3.00          | \$441,00     | \$45.00  | \$6.750.00   |          |                          | 000      | \$0.00               |
| SPV.0035.01  | EXCAVATION BELOW SUBGRADE                          | 4 FACH    | \$ 200.00     | \$800.00     | \$275.00   | \$1,100.00   |          | 1                        | 0.0      | \$0,00               |
| PV 0060 02   | 1" CURB STOP AND BOX                               | 1 EACH    | \$ 650.00     | \$650.00     | \$1,139,25   | \$1,139,25   |          | \$1,139.25               | 0.0      | \$0,00               |
| SPV.0060.03  | CONNECT TO EXITING WATERMAIN                       | 3 EACH    | \$ 3,100.00   | \$9,300.00   | \$2,260.00   | \$6,780.00   |          |                          | 0.0      | \$0.00               |
| SPV.0090.01  | 8" D.I. WATERMAIN                                  | 10 LF     | \$ 150.00     | \$1,500.00   | \$514,35   | \$5,143.50   |          |                          | 0 0      | 20.00                |
| SPV 0090 02  | 12" D.I. WATERMAIN                                 | 78 LF     | \$ 150.00     | \$11,700.00  | \$200 00   | \$4.198.00   | 20.0     | 1                        | 0.0      | \$0.00               |
| SPV 0090.03  | CONCRETE CURP & CHITTER SPECIAL                    | 891F      |               | \$5,340,00   | \$43.50  | \$3,871,50   |          | \$3,871.50               | 0.0      | \$0.00               |
| SPV 0105 01  | TRAFFIC CONTROL                                    | 11.5      |               | \$20,000,00  | \$2,400.00   | \$2,400.00   |          |                          | 0.5      | \$1,200.00           |
| PV.0105.02   | TRAFFIC SIGNAL                                     |           | \$ 130,000.00 | \$130,000.00 | \$130,000.00   | \$139,000.00 |          | \$130,000                | 0.0      | \$0.00               |
| SPV.0165.01  | THERMOPLASTIC ASPHALT CROSSWALK                    | 1125 SF   |               | \$28,125.00  | \$19.25  | \$21,656.25  | 1,125.0  | \$21,656,25              | 0.0      | \$0.00               |
| 819 1000   | MOBII IZATION                                      |           | 2%            | \$20,831.11  |  | \$39,990.00  | 0.5      | \$19,995.00              | 0.5      | \$19,995.00          |
|  |  |           |               |              |  | 6404 000 40  |          | 00 100 2364              |          | 6400 246 20          |
| LET COST   |  |           |               | \$437,453.31 |  | \$464,008.10 |          |                          | ccc      | 2100,340,30          |
|  | E&C  |           | 15%           | \$65,618.00  |  | \$69,601.22  | //"0     | 353,349.Z/               | 0.23     | CS   CZ '01 C        |
|  | DEALESTATE   |           | 69            | \$0.00       |  |              |          |                          |          |                      |
|  | Control to Control to                              |           |               | \$0.00       |  |              |          |                          |          |                      |
| ADDITIONAL COSTS   |  |           |               | \$0.00       |  |              |          |                          |          |                      |
| TOTAL COST   |  |           |               | \$503,071.31 | The State of the S | \$533,609.32 |          | \$409,011.07             |          | \$124,598.25         |