

# Dane County Contract Cover Sheet

Res 14  
Significant

<b>Dept./Division</b>	Public Works, Highway & Transportation
<b>Vendor Name</b>	City of Fitchburg
<b>Vendor MUNIS #</b>	1383
<b>Brief Contract Title/Description</b>	Agreement for the engineering, reconstruction and maintenance of CTH D/Fish Hatchery Road in the City of Fitchburg
<b>Contract Term</b>	1/1/19 to 12/31/19
<b>Total Contract Amount</b>	\$ 8,000,000

<b>Contract #</b> <small>Admin will assign</small>	13701
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	57261	Amount	\$ 8,000,000
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Res #</b>	014
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		<b>Year</b>	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	5/21/19		
<i>de</i>	Controller		5/22/19	
<i>PCP</i>	Purchasing	5/22/19	5/22/19	
<i>AA</i>	Corporation Counsel	5/22/19	5/22/19	
<i>✓</i>	Risk Management	5/23/19	5/23/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Patti Anderson
<b>Phone #</b>	608-266-4040	<b>Phone #</b>	608-270-4210
<b>Email</b>	matzinger@countyofdane.com	<b>Email</b>	Patti.Anderson@fitchburgwi.gov
<b>Address</b>	2302 Fish Hatchery Rd, Madison	<b>Address</b>	5520 Lacy Rd, Fitchburg WI 53711

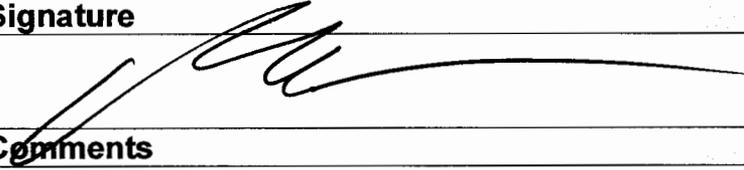
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		5/21/19
	<b>Printed Name</b>	
	Gerald Mandli	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		5/22/19
	<b>Comments</b>	



**DANE COUNTY HIGHWAY AND  
TRANSPORTATION DEPARTMENT**

**OFFICE  
MEMO**

<b>DATE:</b>	May 21, 2019
<b>TO:</b>	Joseph Parisi, County Executive
<b>FROM:</b>	Jim Matzinger, Business Manager
<b>SUBJECT:</b>	Agreement for the engineering, reconstruction and maintenance of CTH D/Fish Hatchery Road in the City of Fitchburg

Description: Reconstruction of CTH D/Fish Hatchery Road from USH 12/18/151 ramps to McKee Road..

Term: 1/1/19 – 12/31/19

Budget Amount: \$8,000,000

Source of funding: Borrowing

**AGREEMENT FOR THE ENGINEERING, RECONSTRUCTION AND MAINTENANCE OF  
CTH D/FISH HATCHERY ROAD IN THE CITY OF FITCHBURG**

The Dane County Department of Public Works, Highway & Transportation and representatives of the City of Fitchburg have determined that CTH D from USH 12/18/151 ramps to McKee Road is in need of reconstruction.

Funding for the construction of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

The department has funds available in account HWCONCAP-57261 to cover the project costs. The County's share will not exceed \$8,000,000.

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 City of Fitchburg.

BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2019, in the above mentioned accounts be carried forward to 2020 .

**AGREEMENT FOR THE ENGINEERING, RECONSTRUCTION AND MAINTENANCE  
OF CTH D/FISH HATCHERY ROAD IN THE CITY OF FITCHBURG**

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 City of Fitchburg; a municipal corporation in the State of Wisconsin (hereinafter referred to as "CITY")

**WITNESSETH:**

**WHEREAS**, CITY and COUNTY have determined that a portion of County Trunk Highway ("CTH") D, from USH 12/18/151 ramps to McKee Road, located in CITY, is in need of reconstruction ("the Project") which will require contributions from CITY and COUNTY; and

**WHEREAS**, the Project will be financed by a combination of COUNTY and CITY 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**, in exchange for COUNTY's financial participation in the Project, CITY has agreed to perform all winter maintenance of CTH D from Greenway Cross to McKee Road starting November 1, 2021; and

**WHEREAS**, CITY will enter into a separate agreement with the City of Madison for their portion of the Project funding from Greenway Cross north to the USH 12/18 on ramp.

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

**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, CITY and COUNTY do agree as follows:

1. The Project shall consist of the reconstruction of CTH D, from USH 12/18/151 ramps to McKee Road. The CITY shall let the Project and shall be the lead on the Project. The scope of the Project shall include the reconstruction of the PROJECT to an urban facility, including: new curb/gutter; asphaltic concrete pavement; on- and off-road bike and pedestrian facilities; concrete pavement at the intersection of Greenway Cross north; concrete pavement at the intersection of McKee Road and work as identified in Attachment A: Estimate of Construction Costs, which is incorporated herein as though fully stated.
2. The Project will be fully completed in 2021.

3. COUNTY and CITY 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. In exchange for the COUNTY's financial contribution, CITY agrees to provide winter maintenance and snow removal on Fish Hatchery Road from Greenway Cross to McKee Road, within the corporate limits of the CITY beginning November 1, 2021.
5. Other routine maintenance, including but not limited to, street lighting, sweeping, landscape maintenance, mowing, and cross walk painting shall remain the responsibility of the CITY. The COUNTY shall perform pothole patching, centerline painting and rubber crack filling as is the current practice. The COUNTY and CITY shall jointly maintain the pavement, including chip sealcoat, future overlays and storm sewer and inlet structures, as per current policy. Maintenance of existing traffic signals shall remain the same as per the existing agreement with the City of Madison. New traffic signals may be added by amendment to the existing City of Madison agreement.
6. COUNTY's total obligations under this Agreement shall not exceed \$8,000,000, as itemized in Attachment A. It is the intent of the parties that there be equal cost-sharing for all costs in which COUNTY participates per its "Joint Projects with Municipalities" policy.
7. CITY shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse CITY, within 60 days of billing, for completed services according to the responsibilities stated above.
8. During the term of this Agreement, CITY 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. CITY 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.

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. 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.
11. This Agreement may be amended only by written agreement of the parties.
12. This Agreement contains the entire agreements of the parties and supersedes any and all prior agreements or oral understandings among the parties.
13. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
14. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

**FOR THE COUNTY:**

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

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

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

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

**FOR THE CITY OF FITCHBURG:**

Date Signed: 5/15/19

Aaron Richardson  
Aaron Richardson, Mayor

Date Signed: 5/17/19

Patti Anderson  
Patti Anderson, City Clerk

EXHIBIT A  
 COST SHARING SCHEDULE  
 CTH D / FISH HATCHERY RD (GREENWAY CROSS - MCKEE RD)  
 DANE COUNTY, CITY OF FITCHBURG & CITY OF MADISON

DESCRIPTION	TOTAL COST	COUNTY %	COUNTY COST	CITY %	C. FITCHBURG COST	CITY %	C. MADISON COST
<b>Roadway Items</b>							
Common Excavation	\$1,032,450.00	50.00%	\$516,225.00	49.16%	\$507,600.00	0.84%	\$8,625.00
Base Aggregate Dense 1 1/4-Inch	\$766,095.00	50.00%	\$383,047.50	49.19%	\$376,805.00	0.81%	\$6,242.50
Base Aggregate Dense 3-Inch	\$867,215.00	50.00%	\$433,607.50	50.00%	\$433,607.50	0.00%	\$0.00
Select Crushed Material (EBS Backfill)	\$311,520.00	50.00%	\$155,760.00	48.77%	\$151,920.00	1.23%	\$3,840.00
HMA Pavement	\$1,771,000.00	50.00%	\$885,500.00	50.00%	\$885,500.00	0.00%	\$0.00
Tack Coat	\$12,050.00	50.00%	\$6,025.00	50.00%	\$6,025.00	0.00%	\$0.00
PCC Concrete, 10-Inch	\$163,280.00	50.00%	\$81,640.00	0.00%	\$0.00	50.00%	\$81,640.00
Concrete Sidewalk 5-Inch	\$214,762.50	48.90%	\$105,018.75	47.80%	\$102,656.25	3.30%	\$7,087.50
18-Inch Concrete Curb & Gutter, Type D	\$148,335.00	50.00%	\$74,167.50	48.70%	\$72,242.50	1.30%	\$1,925.00
30-Inch Concrete Curb & Gutter, Type D	\$184,922.50	48.03%	\$88,821.25	46.06%	\$85,181.25	5.91%	\$10,920.00
Concrete Driveway 7-Inch	\$52,780.00	46.80%	\$24,700.00	46.80%	\$24,700.00	6.40%	\$3,380.00
Bicycle Path	\$137,660.00	50.00%	\$68,830.00	50.00%	\$68,830.00	0.00%	\$0.00
Pipe Underdrain	\$19,200.00	50.00%	\$9,600.00	50.00%	\$9,600.00	0.00%	\$0.00
Pavement Marking & Permanent Signing	\$109,900.00	50.00%	\$54,950.00	46.82%	\$51,450.00	3.18%	\$3,500.00
Turf Restoration/Landscaping/Trees	\$92,100.00	50.00%	\$46,050.00	47.88%	\$44,100.00	2.12%	\$1,950.00
Removal Existing Signals (4 locations, 1 Madison)	\$24,000.00	50.00%	\$12,000.00	46.88%	\$11,250.00	3.13%	\$750.00
New Signals (4 locations, 1 Madison)	\$953,000.00	50.00%	\$476,500.00	47.22%	\$450,000.00	2.78%	\$26,500.00
Traffic Control	\$890,000.00	50.00%	\$445,000.00	47.58%	\$423,500.00	2.42%	\$21,500.00
Mobilization	\$830,250.00	50.00%	\$415,125.00	48.78%	\$405,000.00	1.22%	\$10,125.00
Modular Block	\$565,000.00	50.00%	\$282,500.00	50.00%	\$282,500.00	0.00%	\$0.00
Railings	\$227,500.00	50.00%	\$113,750.00	50.00%	\$113,750.00	0.00%	\$0.00
Golf Course box culvert repair	\$27,000.00	50.00%	\$13,500.00	50.00%	\$13,500.00	0.00%	\$0.00
Storm Sewer-Inlet repair/replacements	\$218,600.00	50.00%	\$109,300.00	48.63%	\$106,300.00	1.37%	\$3,000.00
Storm Sewer-Upgrade Greenway Cross	\$263,200.00	50.00%	\$131,600.00	47.49%	\$125,000.00	2.51%	\$6,600.00
Private Utility Relocations	\$485,930.00	50.00%	\$242,965.00	48.24%	\$234,400.00	1.76%	\$8,565.00
CTH PD Add dual NB left and dual SB right	\$757,350.00	50.00%	\$378,675.00	50.00%	\$378,675.00	0.00%	\$0.00
Greenway Cross add EB right and modify WB right	\$517,590.00	50.00%	\$258,795.00	50.00%	\$258,795.00	0.00%	\$0.00
<b>Subtotal Roadway Items</b>	<b>\$11,642,690.00</b>		<b>\$5,813,652.50</b>		<b>\$5,622,887.50</b>		<b>\$206,150.00</b>
15% Contingencies	\$1,746,403.50		\$872,047.88		\$843,433.12		\$30,922.50
<b>Total Roadway Items w/Contingencies</b>	<b>\$13,389,093.50</b>		<b>\$6,685,700.38</b>		<b>\$6,466,320.62</b>		<b>\$237,072.50</b>
<b>Non-Participating Items</b>							
Sanitary Sewer replacement/lining	\$502,000.00	0.00%	\$0.00	99.60%	\$500,000.00	0.40%	\$2,000.00
Water Main replacement (Pike to Greenway Cross)	\$325,000.00	0.00%	\$0.00	100.00%	\$325,000.00	0.00%	\$0.00
Water Main appurtenances (hydrants, valves etc.)	\$50,000.00	0.00%	\$0.00	100.00%	\$50,000.00	0.00%	\$0.00
Road Lighting	\$435,625.00	0.00%	\$0.00	97.56%	\$425,000.00	2.44%	\$10,625.00
Traffic Signals (Traceway & Pike Drive)	\$450,000.00	0.00%	\$0.00	100.00%	\$450,000.00	0.00%	\$0.00
<b>Other Costs (Split 50/50 C Fitchburg &amp; Dane County)</b>							
Pedestrian Bridge	\$188,480.00	50.00%	\$94,240.00	50.00%	\$94,240.00	0.00%	\$0.00
<b>Other Costs</b>							
Engineering (Design and Construction)	\$919,463.11	50.00%	\$459,731.56	49.36%	\$453,841.56	0.64%	\$5,890.00
Real Estate	\$112,365.00	0.00%	\$0.00	86.47%	\$97,160.00	13.53%	\$15,205.00
<b>TOTAL PROJECT COST</b>	<b>16,372,026.61</b>		<b>7,239,671.93</b>		<b>8,861,562.18</b>		<b>270,792.50</b>

**EXHIBIT A**  
**COST SHARING SCHEDULE**  
**CTH D / FISH HATCHERY RD (GREENWAY CROSS - MCKEE RD)**  
**DANE COUNTY, CITY OF FITCHBURG & CITY OF MADISON**

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