

Res 412

Dane County Contract Cover Sheet

Dept./Division	LWRD/Parks
Vendor Name	City of Verona
Vendor MUNIS #	1391
Brief Contract Title/Description	City of Verona will reimburse Dane County for all construction costs except \$20,000 for installing a pedestrian bridge over Badger Mill Creek.
Contract Term	through May 1, 2018
Total Contract Amount	\$ 52,200

Contract # Admin will assign	13317
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	LEWSLUNY	Obj Code	58036	Amount	\$ 52,200
Req #	924	Org Code	Obj Code		Amount	\$
Year	2018	Org Code	Obj Code		Amount	\$

Resolution	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 coversheet.					
	<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.				Res #	412
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.				Year	2017


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
-------------------------	---------------------------------------------------------	------------------------------	----------------------------------------

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MC	Received by DOA	2/5/18		
ca	Controller		2/7/18	
PCP	Purchasing	2/7/18	2/7/18	
	Corporation Counsel	2/7/18	2/8/18	
	Risk Management	2/7/18	2/7/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	City of Verona
Phone #	224-3757	Phone #	608-845-6695
Email	crary@countyofdane.com	Email	
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	410 Investment Ct. Verona, WI 53593

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		1/25/14
	Printed Name	
	<i>Laura Hicklin</i>	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

AGREEMENT BETWEEN DANE COUNTY AND THE CITY OF VERONA for CONSTRUCTION OF A BICYCLE/PEDESTRIAN BRIDGE OVER BADGER MILL CREEK AT BADGER PRAIRIE COUNTY PARK

THIS AGREEMENT, made and entered into by and between DANE COUNTY, a municipal corporation in the State of Wisconsin; and the CITY OF VERONA ("CITY");

WITNESSETH:

WHEREAS, CITY is in the process of completing a transportation project to replace the bridge on Old CTH PB over a branch of Badger Miller Creek (DOT Project ID 5796-10-00, Branch Badger Mill Creek Bridge B-13-0784) which will impact Badger Prairie County Park. CITY is required by law to mitigate the impacts of the project on adjacent Dane County Parks property, and

WHEREAS, Town of Verona is in the process of completing a transportation project to replace the bridge on Old CTH PB over Badger Miller Creek (DOT Project ID 5796-10-03, Branch Badger Mill Creek Bridge B-13-0785) which will impact Badger Prairie County Park. Town is required by law to mitigate the impacts of the project on adjacent Dane County Parks property, and

WHEREAS, Town of Verona project and CITY project are being administered by Wisconsin Department of Transportation and will be constructed in the same season under one contract, and

WHEREAS, DANE COUNTY and CITY have determined that construction of a bicycle/pedestrian bridge over Badger Mill Creek ("the Project") is the preferred alternative to provide temporary pedestrian access to Badger Prairie Community Gardens while the Old CTH PB roadways and bridges are under construction for replacement, and

WHEREAS, DANE COUNTY and CITY will continue to work jointly in the future on the long term goal of providing a bicycle/pedestrian off road path on the west side of Old CTH PB from Military Ridge Drive to the bicycle/pedestrian bridge providing access to the Military Ridge State Trail and Ice Age Junction Trail.

WHEREAS, in recognition of future benefits of permanent access to existing trails provided by the Project, a portion of the construction cost of the Project will be financed with \$20,000 of Dane County Parks funds with the remainder to be financed by CITY, subject to Section 9 of this Agreement; and

WHEREAS, CITY has provided design survey, easement documentation, and geotechnical investigation for the Project at its cost, and

WHEREAS, DANE COUNTY has provided plans, specifications, and permitting for the Project at its cost, and

WHEREAS, pursuant to Section 66.0301, Wis. Stats., DANE COUNTY and CITY wish to formalize their agreement for the construction of the bridge;

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, DANE COUNTY and CITY do agree as follows:

1. The Project shall consist of plans, permits, procurement and construction of a bicycle/pedestrian bridge over Badger Mill Creek, which shall be approximately 50 feet long that includes a 10 foot approach ramp on the south, 40 foot approach ramp on the north, is 10 feet wide, with a 10,000 pound vehicle load capacity and a pedestrian load of 60 pounds per square inch.
2. DANE COUNTY shall be responsible for all plans, permits, Wisconsin DNR coordination and procurement for the Project and shall have sole discretion as to the plans, permits and procurement of the bicycle/pedestrian bridge.
3. CITY shall be responsible for construction oversight of the Project.
4. DANE COUNTY and CITY shall both have signature authority for any change orders during construction activities.
5. DANE COUNTY shall be the owner of the bicycle/pedestrian bridge and shall have sole discretion as to all future operations and maintenance. DANE COUNTY shall operate and maintain the bicycle/pedestrian bridge in a manner that allows for safe and open use by the public.
6. CITY shall be responsible and liable for all state and federal standards, regulations and requirements to mitigate the impacts of its transportation project.
7. DANE COUNTY makes no claims that the pedestrian/bicycle bridge will meet state or federal mitigation standards for CITY's transportation project.
8. The Project is intended to be completed by May 1, 2018.
9. CITY shall pay its share of construction costs to DANE COUNTY upon receipt of billing from DANE COUNTY. CITY agrees to provide financial support for its share of the construction-related costs above and beyond Dane County's \$20,000 contribution for the Project, up to \$70,000. To the extent the cost of construction of the Project is greater than \$70,000, CITY and DANE COUNTY shall equally share all costs that exceed the \$70,000 threshold. CITY share of construction costs is estimated to be \$32,200. For purposes of this Section 9, construction costs shall mean all monies paid to the contractor selected pursuant to the public bid process.
10. During the term of this agreement, DANE COUNTY and CITY, each for itself, agree to abide by their respective affirmative action plans.
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. 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.
13. Any amendment to this Agreement shall be by written consent of the parties.
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.
15. Either party may terminate this agreement upon written notice due to non-appropriation of funds by either party's governing body.

FOR DANE COUNTY

Date Signed: _____

County Executive: Joe Parisi

FOR CITY

Date Signed: 1/22/18



Mayor: Jon Hochkammer

Date Signed: 1/22/18



Clerk: Ellen Clark