

Dane County Contract Cover Sheet

Revised 01/2022

Res 423
Significant

Dept./Division	Highway & Transportation		
Vendor Name	CMadison (#1384) & CMonona (#1387)	MUNIS #	
Brief Contract Title/Description	Agreement for the reconstruction of CTH BW/Broadway, from USH 12/18 to Frazier Ave		
Contract Term	01/01/22 - 12/31/22		
Contract Amount	\$575,000		

Contract # Admin will assign	14760
Type of Contract	
<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	
Name	Tricia Rast	Name	M. Witzel-Behl / Alene Houser
Phone #	608.266.4065	Phone #	608.266.4601 / 608.222.2525
Email	rast@countyofdane.com	Email	clerk@cityofmadison.com / ahouser@ci.monona.wi.us
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # N/A	Org: HWCONCAP	Obj: 58147	Proj:	\$ 575,000.00
	County is lead agency on project	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	

Budget Amendment	
<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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	423
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2022.03.28 13:18:28 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/19/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 19, 2022 11:42 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14760
Attachments: 14760.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/19/2022 12:17 PM	Approve: 5/19/2022 12:18 PM
	Gault, David	Read: 5/19/2022 12:45 PM	Approve: 5/19/2022 12:47 PM
	Patten (Purchasing), Peter		Approve: 5/19/2022 1:14 PM
	Lowndes, Daniel		Approve: 5/19/2022 3:17 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14760
Department: Highway
Vendor: City of Madison/City of Monona
Contract Description: Reconstruction of CTH BW/Broadway, from USH 12/18 to Frazier Ave (Res 423)
Contract Term: 1/1/22 – 12/31/22
Contract Amount: \$575,000.00

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 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.

1 **2021 RES-423**

2 **AGREEMENT FOR THE RECONSTRUCTION OF CTH BW/BROADWAY FROM USH**
3 **12/18 TO FRAZIER AVENUE IN THE CITIES OF MONONA AND MADISON**¹⁴⁷
4

5 The Dane County Highway & Transportation Department and representatives of the Cities
6 of Madison and Monona have determined that CTH BW from USH 12/18 to Frazier
7 Avenue 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 \$575,000.
12

13 The department has funds available in account HWCONCAP-58147 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 Cities of Madison and Monona.
18

19 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2022, in the
20 above mentioned accounts be carried forward to 2023.
21
22
23

**COST SHARING AGREEMENT FOR THE RECONSTRUCTION OF CTH
BW/BROADWAY FROM USH 12/18 TO FRAZIER AVENUE**
Between the City of Madison, the City of Monona and Dane County

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”), the City of Monona, a Wisconsin municipal corporation (hereinafter referred to as “Monona”) and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as “County”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison, Monona and the County (collectively referred to as the “Parties”), have determined that CTH BW/Broadway, from USH 12/18 to Frazier Avenue, requires reconstruction (the “Project”), which will require contributions from the Parties; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the share of the Project’s final costs; and,

WHEREAS, funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Scope**. The Project shall consist of removal of the existing concrete pavement, providing new asphaltic surface, roadway base, curb and gutter replacement on CTH BW/Broadway from USH 12/18 ramps to the northeast including the intersection of CTH BW/Broadway and Frazier Avenue. More specifically, County will remove all existing pavement, provide 2-foot excavation between curb and gutter (including removing existing concrete base material (if any), and excavating additional soils deemed unsuitable by the Madison and Monona’s public works directors (or designees) and County’s engineer, and installing geotextile fabric over such unsuitable soil), install engineered base material, and pave six inch hot mix asphalt surface. Base material and asphalt shall conform to State of Wisconsin Department of Transportation specifications. The Parties 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. Final lane configuration and width are as shown on plan Attachment A, attached and incorporated herein as though fully stated.
2. **Schedule**. The Project is intended to be completed in 2022.
3. **Cost Sharing For Construction**. The Parties agree to joint financial participation in the Project, as set forth in this Agreement and as delineated in the County’s “Policy for Joint

Projects with Municipalities” adopted May 3, 1999 and as included in the attached Exhibit B which is incorporated herein as though fully stated.

4. Project Management. At the request of the Parties, County shall manage the Project. County will develop Construction Plans and Bidding Documents for review and approval by Madison and Monona prior to bidding the work. The Construction Plans and Bidding Documents shall be in a format typical for projects constructed by and for County.
5. Payment. Upon completion of the Project, County shall determine the final cost to Madison and Monona. The final cost will be calculated based on final measured quantities and unit prices for the Project. Madison and Monona will each reimburse County, within 60 days of billing, for completed services according to the responsibilities stated above.
6. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
7. Liability. 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.
8. 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 or persons executing this Agreement on its behalf is authorized to do so.
9. This Agreement may be amended only by written agreement of the parties.
10. This Agreement and its Exhibits represents the entire agreement of the parties and supersedes any and all prior agreements or oral understandings among the parties.
11. Counterparts and Transmittal of Signatures. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same Agreement. A signed copy of the Agreement transmitted by facsimile electronic scanned copy (.pdf) or similar technology and shall be as valid as original. This Agreement may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the

electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE CITY OF MADISON



Satya Rhodes-Conway, Mayor

05/18/2022

Date



Maribeth Witzel-Behl, City Clerk

05/17/2022

Date

Countersigned:



David P. Schmiedicke, Finance Director

05/18/2022

Date

Approved as to form:



Michael Haas, City Attorney

5/18/22

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 22-00325, ID No. 70736, adopted by the Common Council of the City of Madison on May 10, 2022.

FOR THE CITY OF MONONA

Mary K. O'Connor
Mary K. O'Connor, Mayor

4/26/22
Date

Alene Houser
Alene Houser, City Clerk

4/26/22
Date

Dane County Highway Department
 CITIES OF MADISON AND MONONA
CTH BW (12/18 to FRAZIER AVE.)
 Project Number 68147-2200
 as of 04/26/2022

ITEM	DESCRIPTION	PLANNED QUANTITY	UNIT	COST/UNIT	ESTIMATED AMOUNT	LOCAL SHARE BREAKDOWN (50%/26%/24%)		
						DANE COUNTY	CITY OF MADISON	CITY OF MONONA
204.0100	Traffic Control	1.00	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$13,000.00	\$12,000.00
204.0155	Removing Concrete Pavement	12,699.00	SY	\$9.00	\$114,291.00	\$57,145.50	\$29,715.66	\$27,429.84
204.0155	Removing Concrete Sidewalk	225.00	SY	\$9.00	\$2,025.00	\$1,012.50	\$526.50	\$486.00
205.0100	Unclassified Excavation	8,420.81	CY	\$9.00	\$75,787.33	\$37,893.67	\$19,704.71	\$18,188.96
305.0130	Base Aggregate Dense, 3-Inch (22" depth)	10,459.92	TON	\$16.00	\$167,358.64	\$83,679.32	\$43,513.25	\$40,166.07
305.0120	Base Aggregate Dense, 1 1/4-Inch (6" depth)	4,420.93	TON	\$16.00	\$70,734.84	\$35,367.42	\$18,391.06	\$16,976.36
455.0605	Tack Coat	754.71	GAL	\$2.00	\$1,509.42	\$754.71	\$392.45	\$362.26
460.6223	HMA Pavement, 3 MT 58-28 S Lower Course	2,479.76	TON	\$68.00	\$168,623.53	\$84,311.76	\$43,842.12	\$40,469.65
460.6424	HMA Pavement, 4 MT 58-28 H Upper Course	1,239.88	TON	\$77.00	\$95,470.67	\$47,735.34	\$24,822.38	\$22,912.96
601.0407	Concrete Curb & Gutter, 18-Inch Type D	575.00	LF	\$25.00	\$14,375.00	\$7,187.50	\$3,737.50	\$3,450.00
601.0411	Concrete Curb & Gutter, 30-Inch Type D	4,427.00	LF	\$16.56	\$73,311.12	\$36,655.56	\$19,060.89	\$17,594.67
602.0410	Concrete Sidewalk, 5-inch	2,030.00	SF	\$6.00	\$12,180.00	\$6,090.00	\$3,166.80	\$2,923.20
602.0505	Curb Ramp Detectable Warning Field Yellow	130.00	SF	\$40.00	\$5,200.00	\$2,600.00	\$1,352.00	\$1,248.00
608.0312	Storm Sewer Pipe RC Class III 12-inch	16.00	LF	\$75.00	\$1,200.00	\$600.00	\$312.00	\$288.00
608.0318	Storm Sewer Pipe RC Class III 18-inch	16.00	LF	\$75.00	\$1,200.00	\$600.00	\$312.00	\$288.00
611.0624	Inlet Covers Type H	4.00	EACH	\$700.00	\$2,800.00	\$1,400.00	\$728.00	\$672.00
611.3253	Inlets 2.5x3-FT	4.00	EACH	\$1,600.00	\$6,400.00	\$3,200.00	\$1,664.00	\$1,536.00
645.0135	Geotextile Type SR	8,950.00	SY	\$2.50	\$22,375.00	\$11,187.50	\$5,817.50	\$5,370.00
	Erosion Control	1.00	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$5,200.00	\$4,800.00
	Landscaping	1.00	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$5,200.00	\$4,800.00
	Signal Loops & Misc Signal Work	1.00	LS	\$30,000.00	\$30,000.00	\$15,000.00	\$7,800.00	\$7,200.00
646.1020	Marking Line Epoxy 4-Inch	3,488.25	LF	\$0.75	\$2,616.19	\$1,308.09	\$680.21	\$627.89
	Marking Line Epoxy 6-Inch	1,834.50	LF	\$1.15	\$2,109.68	\$1,054.84	\$548.52	\$506.32
646.3020	Marking Line Epoxy 8-Inch	1,627.75	LF	\$1.35	\$2,197.46	\$1,098.73	\$571.34	\$527.39
646.5020	Marking Arrow Epoxy	16.00	EACH	\$225.00	\$3,600.00	\$1,800.00	\$936.00	\$864.00
646.5120	Marking Word Epoxy	4.00	EACH	\$235.00	\$940.00	\$470.00	\$244.40	\$225.60
646.5220	Marking Symbol Epoxy	14.00	EACH	\$110.00	\$1,540.00	\$770.00	\$400.40	\$369.60
646.6120	Marking Stop line Epoxy 18-Inch	260.00	LF	\$11.60	\$3,016.00	\$1,508.00	\$784.16	\$723.84
	Marking Diagonal Epoxy 8-Inch	135.00	LF	\$6.00	\$810.00	\$405.00	\$210.60	\$194.40
646.7120	Marking Diagonal Epoxy 12-Inch	242.00	LF	\$7.00	\$1,694.00	\$847.00	\$440.44	\$406.56
646.7405	Marking Crosswalk Paint Transverse	634.00	LF	\$6.00	\$3,804.00	\$1,902.00	\$989.04	\$912.96
646.8120	Marking Curb Epoxy	67.00	LF	\$5.50	\$368.50	\$184.25	\$95.81	\$88.44
646.8220	Marking Island Nose Epoxy	4.00	EACH	\$215.00	\$860.00	\$430.00	\$223.60	\$206.40
	Survey Services	1.00	EACH	\$16,695.00	\$16,695.00	\$8,347.50	\$4,340.70	\$4,006.80
	Estimated Sub-Total				\$995,092.39	\$497,546.19	\$258,724.02	\$238,822.17
	Estimated Contingencies				\$149,263.86	\$74,631.93	\$38,808.60	\$35,823.33
	Estimated Total				\$1,144,356.24	\$572,178.12	\$297,532.62	\$274,645.50
	Cost Share Obligations				\$1,144,400.00	\$572,200.00	\$297,544.00	\$274,656.00