

Dane County Contract Cover Sheet

*Res 8^c
significant*

Dept./Division	Public Works, Highway & Transportation
Vendor Name	City of Madison
Vendor MUNIS #	1384
Brief Contract Title/Description	Agreement for the reconstruction and maintenance of CTH AB from Monona Drive to US 51
Contract Term	1/1/19 to 12/31/19
Total Contract Amount	\$ 2,330,000

Contract # <small>Admin will assign</small>	13707
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<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

Purchasing Authority	<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)	RFB/RFP #
	<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	

MUNIS Req.	Org Code	HWCONCAP	Obj Code	52210	Amount	\$ 2,330,000
Req #	Org Code		Obj Code		Amount	\$
Year	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 cover sheet.		
	<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 #
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			008
			2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MM</i>	Received by DOA	5/22/19		
<i>cu</i>	Controller		5/22/19	
<i>PCP</i>	Purchasing	5/22/19	5/22/19	
<i>MM</i>	Corporation Counsel	5/22/19		
<i>DL</i>	Risk Management	5/22/19	5/22/19	
	County Executive			

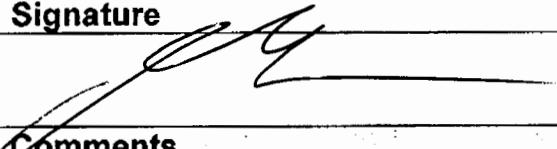
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Maribeth Witzel-Behl
Phone #	608-266-4040	Phone #	608-266-4601
Email	matzinger@countyofdane.com	Email	clerk@cityofmadison.com
Address	2302 Fish Hatchery Rd, Madison	Address	210 MLK Jr Blvd, Madison WI 53703

Certification: 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. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

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

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

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

2019 RES-008

**AGREEMENT FOR RECONSTRUCTION AND MAINTENANCE OF CTH AB FROM
MONONA DR TO US 51**

The Dane County Department of Public Works, Highway & Transportation and representatives of the City of Madison have determined that the CTH AB from Monona Dr to US 51 is in need of reconstruction.

Funding for the reconstruction 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-52210 to cover the project costs. The County's share will not exceed \$2,000,000.

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 Madison.

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 DESIGN AND CONSTRUCTION OF
CTH AB/BUCKEYE ROAD FROM MONONA DRIVE TO STOUGHTON ROAD**
Between the City of Madison and Dane County

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "Madison") 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 and the County (collectively referred to as the "Parties"), have determined that the portion of County Trunk Highway ("CTH") AB/Buckeye Road, from Monona Drive to Stoughton Road, located in Madison ("City"), is in need of 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 the reconstruction of CTH AB from Monona Drive to Stoughton Road to an improved roadway, with sidewalk and bike lanes. The Project overview plan is contained in the attached Exhibit A which is incorporated herein as though fully stated.
2. **Schedule.** The Project is intended to be constructed in 2019.
3. **Cost Sharing For Construction.** The Parties agree to joint financial participation in the design and construction costs for 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. The County's share of the PROJECT shall not exceed \$2,330,000.
4. At the request of the Parties, Madison shall manage the Project. Madison shall bill the County for its respective share of the Project costs as specified herein.
5. **Payment.** The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.

6. Winter Maintenance. In exchange for the County's financial contribution, Madison agrees to provide winter maintenance and snow removal on Buckeye Road from Monona Drive to USH 51 within the corporate limits of the CITY beginning November 1, 2021.
7. Routine Maintenance. Other routine maintenance, including but not limited to, street lighting, sweeping, landscape maintenance, mowing, and crosswalk painting shall remain the responsibility of Madison. The County shall perform pothole patching, centerline painting and rubber crack filling as is the current standard practice. The County and Madison shall jointly maintain the pavement, including chip sealcoat, future overlays and storm sewer and inlet structures, as per current standard practice. 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.
8. 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.
9. 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.
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 or persons 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 and its Exhibits represents the entire agreement 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.

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

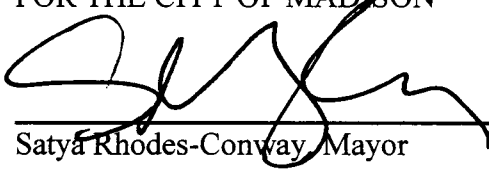
Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

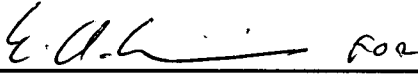
FOR THE CITY OF MADISON



Satya Rhodes-Conway, Mayor

5/27/19

Date




Maribeth Witzel-Behl, City Clerk

5-24-19

Date

Countersigned:

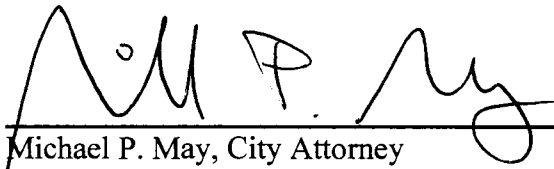


-G David P. Schmiedicke, Finance Director

5-23-19

Date

Approved as to form:



Michael P. May, City Attorney

27 MAY 2019

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 19-00393, ID No. 55492, adopted by the Common Council of the City of Madison on May 21, 2019.

EXHIBIT A
Project Plan Overview



PROJECT NO: 10228	HWY: BUCKEYE ROAD	COUNTY: DANE	PROJECT OVERVIEW
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SHEET 0-1 E

EXHIBIT B
Cost Sharing Schedule

Buckeye Road Cost Share 10228

date: 5/2/2019

Account	Description	bid	Dane County	City of Madison		
				Street	Sewer Utility	Water Utility
10228-402-170	STREET ACCOUNT	\$2,922,219	\$1,302,705	\$1,619,515		
10228-402-174	STREET STORM ACCOUNT	\$1,188,864	\$588,922	\$599,942		
10228-83-173	SANITARY ACCOUNT	\$1,019,836			\$1,019,836	
10228-86-179	WATER ACCOUNT	\$906,245				\$906,245
10228-402-177	LIGHTING ACCOUNT	\$218,425		\$218,425		
bid construction total		\$6,255,590	\$1,891,627	\$2,437,882	\$1,019,836	\$906,245
city supplied light poles		\$125,000		\$125,000		
construction contingency & inspection (13%)		\$813,227	\$245,911	\$316,925	\$132,579	\$117,812
<i>Construction Grand Total</i>		\$7,193,816	\$2,137,538	\$2,879,807	\$1,152,415	\$1,024,057
<i>Design Engineering(Previously paid by Madison)</i>				<u>\$192,100</u>		
<i>Grand Total</i>				<u>\$2,329,638</u>		