

Dane County Contract Cover Sheet

Res 349
Significant

Dept./Division	Public Works, Highway & Transportation
Vendor Name	Village of McFarland
Vendor MUNIS #	8470
Brief Contract Title/Description	Agreement for the design, reconstruction and jurisdictional transfer of CTH MN in the Village of McFarland
Contract Term	1/1/21 to 12/31/21
Total Contract Amount	\$ 311,000

Contract # <small>Admin will assign</small>	14326
Addendum	<input type="checkbox"/> Yes <input 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	58328	Amount	\$ 311,000
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 #	349
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	4/7/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Brad Czebotar
Phone #	608-266-4040	Phone #	608-838-9458
Email	matzinger@countyofdane.com	Email	brad.czebotar@mcfarland.wi.us
Address	2302 Fish Hatchery Rd, Madison	Address	5115 Terminal Dr, McFarland, WI 53558



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
		4/7/21
	Printed Name	
	Gerald Mandli	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		4/8/21
	Comments	
Corporation Counsel	Signature	Date
		4/8/21
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, April 8, 2021 8:22 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14326
Attachments: 14326.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/8/2021 9:18 AM	Approve: 4/8/2021 9:18 AM
	Patten (Purchasing), Peter		Approve: 4/8/2021 8:54 AM
	Gault, David	Read: 4/8/2021 8:57 AM	Approve: 4/8/2021 8:58 AM
	Lowndes, Daniel	Read: 4/8/2021 8:36 AM	Approve: 4/8/2021 8:36 AM
	Stavn, Stephanie		
	Oby, Joe		

Contract #14326

Department: Highway

Vendor: Village of McFarland

Contract Description: Agreement for Design, Reconstruction and Jurisdictional Transfer of CTH MN in the Village of McFarland (Res 349)

Contract Term: 1/1/21 12/31/21

Contract Amount: \$311,000

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

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 Sub ____ to 2020 RES-349 (Proposed Miles)

2 **AGREEMENT FOR THE DESIGN, RECONSTRUCTION AND JURISDICTIONAL**
3 **TRANSFER OF CTH MN IN THE VILLAGE OF MCFARLAND**
4

5 The Dane County Department of Public Works, Highway & Transportation and
6 representatives of the Village of McFarland have determined that CTH MN from Holscher
7 Road to Peninsula Way is in need of reconstruction. The jurisdictional transfer of CTH MN
8 from Holscher Road easterly 820 feet, a distance of .16 of a mile, shall occur on November
9 1, 2021.

10
11 Funding for the construction of the project is to be accomplished in accordance with past
12 policies of cost sharing on similar CTH projects.

13
14 The department has funds available in account HWCONCAP-58238 to cover the project
15 costs. The County's share will not exceed ~~\$300,000~~ \$311,000.

16
17 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be
18 authorized and directed to execute this cost sharing agreement on behalf of Dane County,
19 with the Village of McFarland.

20
21 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2021, in the
22 above mentioned accounts be carried forward to 2022.
23
24



**DANE COUNTY HIGHWAY AND
TRANSPORTATION DEPARTMENT**

**OFFICE
MEMO**

DATE:	March 12, 2021
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	CTH MN Reconstruction and Jurisdictional Transfer

Description: Reconstruction and Jurisdictional Transfer of CTH MN in the Village of McFarland

Term: 1/1/21 – 12/31/21

Budget Amount: \$311,000

Source of funding: Capital

**AGREEMENT FOR THE DESIGN, RECONSTRUCTION AND JURISDICTIONAL
TRANSFER OF CTH MN IN THE VILLAGE OF MCFARLAND**

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 McFarland, a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

WITNESSETH:

WHEREAS VILLAGE and COUNTY have determined that County Trunk Highway ("CTH") MN from Holscher Road to Peninsula Way, is in need of reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

WHEREAS the Project will be financed by a combination of COUNTY and VILLAGE 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, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MN, from Holscher Road easterly 822 feet, within the village corporate limits from COUNTY to VILLAGE; and

WHEREAS, COUNTY has obtained consent of the VILLAGE as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MN from the county trunk highway system. VILLAGE consent was obtained February 22, 2021 at a meeting of the Village Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MN from the county trunk highway system on 01/19/2021 and

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 the design and reconstruction of CTH MN, from Holscher Road to Peninsula Way.
2. The project will be fully completed in 2021.

3. The jurisdictional transfer of CTH MN, full right-of-way of Broadhead Street/CTH MN commencing at the intersection of Broadhead Street/CTH MN and Holscher Road (also being the northwest corner of the SW ¼ of the NE ¼ of Section 2, T.6N – R.10E. in the Town of Dunn, Dane County, Wisconsin) and also being the point of beginning; thence easterly along the centerline of Broadhead Street/CTH MN for 822.0 feet, more or less; from COUNTY to VILLAGE shall occur on November 1, 2021.
4. COUNTY and VILLAGE 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.
5. COUNTY's total obligations under this agreement, for design and construction, shall not exceed \$311,000.
6. VILLAGE'S total obligations under this agreement, for design and construction, shall not exceed \$338,000. VILLAGE shall be responsible for all costs associated with the Project not covered by COUNTY pursuant to this Agreement.
7. VILLAGE shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse VILLAGE within 60 days of billing for completed services according to the responsibilities stated herein. All invoices shall be submitted within one year of completion of the Project for payment to be considered.
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, marital 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 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. Any amendment to this Agreement shall be by written consent of the parties.
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.
13. 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 VILLAGE OF MCFARLAND:

Date Signed: 3-8-21 _____
Brad Czebotar, Village President

Date Signed: 3/8/21 _____
Cassandra Suettinger, Village Clerk/Treasurer