Dane County Contract Cover Sheet

RES 397 Signification

Dept./D	Division	Public Worl	ks, Highway	& Transpo	ortation	Gontra Admin will		4303	
Vendo	r Name	City of Mon	ona			Addend	dum 📗 🗆	Yes 🗌 No	
Vendor	MUNIS#	1387					Type of C		
Brief Contract Title/Description Contract Term		Agreement for the reconstruction of 6 BB/Monona Drive, from USH 12/18/1 BW/Broadway in the City of Monona			18/151 TO CTH		Gra Co	ne County Contract ant unty Lessee unty Lessor	
		1/1/21 to 12	2/31/21					governmental hase of Property	
 HOSSIERVONSKOMENTERSKE 	ontract ount	\$ 405,000					Pro Oti	operty Sale ner	
	nasing nority	☐ Between ☐ Over \$36 ☐ Bid Wais ☐ Bid Wais	1 \$10,000 – \$3 3,000 (\$25,00 ver – \$36,000 ver – Over \$3	36,000 (\$0 0 Public W or under (6,000 (N/A	ent (1 quote red - \$25,000 Publi /orks) (Formal F (\$25,000 or unde to Public Works ernmental, Prop	c Works) (3 qu RFB/RFP requirer Public Works	ed) Ri	FB/RFP#	
MUNIS	S Req.	Org Code	HWCONC	AP C	bj Code	57269	Amount	\$ 405,000	
Req#		Org Code		C	bj Code		Amount	\$	
Year		Org Code		C	bj 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. Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required. Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. A copy of the Resolution is attached to the contract cover sheet. Res # 397 Year							
			Co	ontract Ro	eview/Approva	als			
Initials	Dept.		Date In	Date Ou					
MG	Received	by DOA	3/12/21						
	Controller Purchasing Corporation		w		approvals attached	from all dep herein	om all departments via email rein		
	Corporati	ion Counsel							
	Corporati Risk Man	on Counsel							
	Corporati Risk Man County E	ion Counsel agement xecutive							
	Corporati Risk Man County E	ion Counsel agement xecutive ounty Dept.	Contact Inf				Contact In	ifo	
Name	Corporati Risk Man County E Dane C	ion Counsel agement xecutive ounty Dept. atzinger	Contact Info	0	Name Phone #	Mary OConn	or	ifo	
Name Phone Email	Corporati Risk Man County E Dane C Jim M # 608-2	ion Counsel agement xecutive ounty Dept.		•	Name Phone # Email		or	ifo	

	ification: attached contract is a:
\boxtimes	Dane County Contract without any modifications.
	Dane County Contract with modifications. The modifications have been reviewed by:
	Non-standard contract.

Contract Cover Sheet Signature

Dept. Head /	Signature	Date
	Lull Gellarelle	3/12/2
Authorized Designee	Printed Name	
200.31100	Gerald Mandli	E E

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

	Signature	Date
Director of	Greg Brockmeyer	4/1/21
Administration	Comments	1.8837.33
	Signature	Date
Composition	David Gault	3/15/21
Corporation Counsel	Comments	44 2015 - 452 - 647-4
Counsel		

Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, March 12, 2021 2:56 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #14303 **Attachments:** 14303.pdf

Tracking: Recipient Read Response

Hicklin, Charles Read: 3/12/2021 2:59 PM Approve: 3/12/2021 3:00 PM

Patten (Purchasing), Peter

Gault, David Read: 3/12/2021 3:12 PM Approve: 3/12/2021 3:13 PM

Lowndes, Daniel Stavn, Stephanie

Oby, Joe Deleted: 3/15/2021 10:27 AM

Contract #14303

Department: Public Works, Highway & Transportation

Vendor: City of Monona

Contract Description: Agreement for reconstruction of CTH BB/Monona Drive, from USH 12/18/151 to CTH

BW/Broadway in the City of Monona (Res 397)

Contract Term: 1/1/21 - 12/31/21 Contract Amount: \$405,000

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

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.

Goldade, Michelle

From: Lowndes, Daniel

Sent: Friday, March 12, 2021 4:54 PM

To: Goldade, Michelle

Subject: Approve: Contract #14303

Goldade, Michelle

From:

Patten (Purchasing), Peter Monday, March 15, 2021 8:25 AM Goldade, Michelle Sent:

To:

Subject: Approve: Contract #14303

2020 RES-397 1 AGREEMENT FOR THE RECONSTRUCTION OF CTH BB/MONONA DRIVE, FROM 2 USH 12/18/151 TO CTH BW/BROADWAY IN THE CITY OF MONONA 3 4 The Dane County Department of Public Works, Highway & Transportation and 5 representatives of the City of Monona have determined that CTH BB/Monona Drive from 6 USH 12/18/151 is in need of reconstruction. 7 8 Funding for the reconstruction of the project is to be accomplished in accordance with past 9 policies of cost sharing on similar CTH projects. The County's share shall not exceed 10 11 \$405,000. 12 After the transfer, the department has funds available in account HWCONCAP-57269 for 13 the project costs. 14 15 NOW THEREFORE BE IT RESOLVED that the following fund transfer be made to increase 16 17 the project construction budget: 18 **EXPENSE ACCOUNT** 19 HWCONCAP-57269, CTH BB/Monona Drive \$15.000 20 (10,000)HWCONCAP-59991, CTH A-51 to ECOL 21 22 23 REVENUE ACCOUNT HWCONCAP-84049, City of Monona \$ 5,000 24 25 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be 26 authorized and directed to execute this cost sharing agreement on behalf of Dane County, 27 with the City of Monona. 28 BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2021, in the 30 31

29

above mentioned accounts be carried forward to 2022.

32 33



DANE COUNTY HIGHWAY AND TRANSPORTATION DEPARTMENT

OFFICE MEMO

DATE:

March 12, 2021

TO:

Joseph Parisi, County Executive

FROM:

Jim Matzinger, Business Manager

SUBJECT:

Reconstruction of CTH BB/Monona Dr

Description:

Reconstruct CTH BB/Monona Dr from USH 12/18/151 sto CTH BW/Broadway in

the City of Monona

Term:

1/1/21 to 12/31/21

Budget Amount:

\$405,000

Source of funding: Capital

AGREEMENT FOR THE RECONSTRUCTION OF CTH BB/MONONA DRIVE, FROM USH 12/18/151 TO CTH BW/BROADWAY IN THE CITY OF MONONA

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

WITNESSETH:

WHEREAS CITY and COUNTY have determined that CTH BB/Monona Drive, from USH 12/18/151 to CTH BW/Broadway, requires reconstruction ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the costs of the Project will be financed by a combination of COUNTY and CITY funds; and

WHEREAS funding is to be accomplished in accordance COUNTY'S, "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999; and

WHEREAS pursuant to Section 66.0301, Wis. Stats., CITY 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, CITY and COUNTY do agree as follows:

- 1. The Project shall consist of removal of the existing concrete pavement, providing new asphaltic surface, roadway base, curb and gutter replacement on CTH BB/Monona Drive from USH 12/18/151 to the north including the intersection of CTH BW/Broadway. More specifically, COUNTY will remove all existing pavement, provide two foot excavation between curb and gutter (including removing existing concrete base material (if any), and excavating additional soils deemed unsuitable by the City's public works director and COUNTY's engineer, and installing geotextile fabric over such unsuitable soil), install engineered base material, and pave five inch hot mix asphalt surface. Base material and asphalt shall conform to State of Wisconsin Department of Transportation specifications. GOUNTY 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.
- 2. The Project will be completed in 2021.

- 3. COUNTY's total obligations under this Agreement shall not exceed \$405,000. CITY's total obligations under this Agreement shall not exceed \$405,000.
- 4. CITY shall reimburse COUNTY within 60 days after invoices are received by CITY.
- 5. 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, 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. 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.
- 6. 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.
- 7. This Agreement may only be amended in writing upon agreement by both parties.
- 8. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
- 9. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

FOR THE COUNTY:

Joe Parisi, Dane County Executive Scott McDonell, Dane County Clerk
Scott McDonell, Dane County Clerk
Scott McDonell, Dane County Clerk
Scott McDonell, Dane County Clerk
CITY OF MONONA:
Mary K. O Come
Mary O'Connor, Mayor
dan a Our
John Andrusz, Clerk