

Dane County Contract Cover Sheet

Revised 01/2023

RES 104
Significant

Dept./Division	Highway & Transportation		
Vendor Name	Town of Westport	MUNIS #	8033
Brief Contract Title/Description	Agreement for the design, construction and maintenance of CTH M from Oncken Rd to STH 113		
Contract Term	07/01/23 - 12/31/24		
Contract Amount	\$990,000		

Contract # Admin will assign	15173
Type of Contract	
<input 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	Dean Grosskopf
Phone #	608-266-4065	Phone #	608-849-4372
Email	rast@countyofdane.com	Email	dgrosskopf@townofwestport.org
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # N/A	Org:	Obj:	Proj:	
	County Highway is lead agency on project	Org:	Obj:	Proj:	
		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 #	104
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2023
	<input checked="" 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: 2023.07.12 15:29:26 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 7/12/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, July 26, 2023 9:55 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15173
Attachments: 15173.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 7/26/2023 3:33 PM	Approve: 7/26/2023 3:34 PM
	Patten (Purchasing), Peter		
	Gault, David	Read: 7/27/2023 12:46 PM	Approve: 7/27/2023 12:48 PM
	Lowndes, Daniel	Read: 7/26/2023 10:44 AM	Approve: 7/26/2023 11:38 AM
	Stavn, Stephanie	Read: 7/26/2023 12:48 PM	
	Oby, Joe		

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

Contract #15173

Department: Highway

Vendor: Town of Westport

Contract Description: Design, Construction & Maintenance of CTH M from Oncken Rd to STH 113 (Res 104)

Contract Term: 7/1/23 – 12/31/24

Contract Amount: \$990,000.00

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Patten (Purchasing), Peter
Sent: Thursday, July 27, 2023 7:48 AM
To: Goldade, Michelle
Subject: Approve: Contract #15173

1 **2023 RES-104**

2 **AGREEMENT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE**
3 **OF CTH M FROM ONCKEN RD TO STH 113**

4
5 The Dane County Highway Department and representatives of the Town of Westport have
6 determined that CTH M from Oncken Road to STH 113 is in need of reconstruction.

7
8 Dane County and the Town of Westport agree to joint financial participation in the
9 construction costs for the project as set forth in this agreement. The department needs to
10 increase the expense budget and create a new revenue account for the Town of Westport.

11
12 The department has funds available in account HWCONCAP-57262 for the construction.

13
14 NOW THEREFORE BE IT RESOLVED that the following fund adjustment be made to the
15 construction program:

16
17 Increase Expense Account

18 HWCONCAP-57262, CTH M – CTH Q to STH 113 \$990,000

19
20 Offset with New Revenue Account

21 HWCONCAP-NEW, Muni-T/Westport \$990,000

22
23 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be
24 authorized and directed to execute this cost sharing agreement on behalf of Dane County,
25 with the Town of Westport.

26
27 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2023, in the
28 above mentioned accounts be carried forward to 2024.

**AGREEMENT FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF
CTH M FROM ONCKEN ROAD TO STH 113**
Between the Town of Westport and Dane County

THIS AGREEMENT, entered into by and between the Town of Westport, a Wisconsin municipal corporation (hereinafter referred to as “Town”) 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, the Town, and the County (collectively referred to as the “Parties”) and the Wisconsin Department of Transportation (“WisDOT”), have determined that County Trunk Highway (“CTH”) M, from Oncken Road to STH 113 (hereinafter referred to as “Project”), located in Town, will require contributions from the Parties; and,

WHEREAS, County and WisDOT have entered into an agreement for the approved federal funding share of the construction of the Project.

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

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 construction of an improved four-lane divided roadway, with off-road bike paths, bike lanes, curb and gutter, water detention facilities, and turn lanes. Improvements will also be made at the intersections of the side roads along the Project.
2. Schedule. The Project is intended to be constructed in 2023 and 2024.
3. Cost Sharing For Construction.
 - a. The Town cost share for the Project shall include the items listed in Exhibit A, which is incorporated herein as though fully stated.
 - b. The Town of Westport shall not be required to pay more than \$990,000. Any amendments to this Agreement shall be in writing.
4. Traffic Signals. County and Town agree to cost share for the operation and maintenance of traffic signals along CTH M. The Cost share will be as follows: CTH K/M/North Shore Bay Drive (County 75%, Town 25%); CTH M/Woodland Drive (County 50%, Town 50%); CTH M/Blue Bill Drive (County 50%, Town 50%).

5. Maintenance. Town shall plow the bike path and maintain the town roads reconstructed under this Project, and shall mow the right of way along CTH M. Detention basins on the Town lands will be maintained by the Town. Town will do all required mowing of detention basins within CTH M right of way. Other maintenance, of detention basins within CTH M right of way, shall be completed by County with the costs to be shared at 50% Town/50% County.
6. Real Estate. Acquisition of Town property along the Project will be at no cost to the County.
7. Town Sign. The Town sign located at the intersection of Mary Lake Road will be relocated by the Town prior to the construction of the project. The Town shall be responsible for the cost of a new sign. The County will be responsible for the costs of relocating the sign not to exceed \$18,000.00.
8. Payment. The Town shall reimburse County within 60 days of billing, for completed services according to the responsibilities stated above. The County will reimburse the Town for \$18,000.00 for the sign relocation within 60 days of billing.
9. 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.
10. 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.
11. 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.
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.

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

Signatures appear on the next page.

FOR THE COUNTY OF DANE:

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

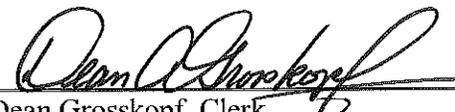
FOR THE TOWN OF WESTPORT:



John Cuccia, Chair

7/3/23

Date



Dean Grosskopf, Clerk

6/21/23

Date

EXHIBIT A

Federal Project ID 5954-00-00/01

Category	Cost	E&C 8%	Total Cost	Federal share (%)	Federal share (\$)	Local Share (\$)	Town of Westport Local Share (%)	Town of Westport Local Share (\$)	Dane Co Local Share (%)	Dane Co Local Share (\$)
Category 0010: CTH M ROADWAY	\$ 19,260,059	\$ 1,540,805	\$ 20,800,864	51.4%	\$ 10,694,140	\$ 10,106,724	0%	\$ -	100%	\$ 10,106,724
Category 0010: CTH K & CTH M SIGNALS	\$ 356,513	\$ 28,521	\$ 385,034	51.4%	\$ 197,954	\$ 187,080	33%	\$ 61,736	67%	\$ 125,344
Category 0010: WOODLAND SIGNALS	\$ 272,318	\$ 21,785	\$ 294,104	51.4%	\$ 151,205	\$ 142,899	33%	\$ 47,157	67%	\$ 95,742
Category 0010: BLUE BILL SIGNALS	\$ 60,319	\$ 4,825	\$ 65,144	51.4%	\$ 33,492	\$ 31,652	50%	\$ 15,826	50%	\$ 15,826
Category 0010: SHILLING LN ROADWAY	\$ 66,086	\$ 5,287	\$ 71,373	51.4%	\$ 36,694	\$ 34,679	50%	\$ 17,339	50%	\$ 17,339
Category 0010: NSBD/CORNER CT ROADWAY	\$ 375,564	\$ 30,045	\$ 405,609	51.4%	\$ 208,532	\$ 197,077	50%	\$ 98,539	50%	\$ 98,539
Category 0010: WOODLAND DR ROADWAY	\$ 856,108	\$ 68,489	\$ 924,597	51.4%	\$ 475,354	\$ 449,243	100%	\$ 449,243	0%	\$ -
Category 0010: MARYLAKE DR ROADWAY	\$ 54,826	\$ 4,386	\$ 59,212	51.4%	\$ 30,442	\$ 28,770	100%	\$ 28,770	0%	\$ -
Category 0010: SHARED-USE PATH	\$ 629,837	\$ 50,387	\$ 680,224	51.4%	\$ 349,717	\$ 330,507	50%	\$ 165,254	50%	\$ 165,254
Category 0010: Sanitary MH Adjustments	\$ 6,000	\$ 480	\$ 6,480	0.0%	\$ -	\$ 6,480	100%	\$ 6,480	0%	\$ -
Category 0010 Total Cost	\$ 21,937,629	\$ 1,755,010	\$ 23,692,640		\$ 12,177,528	\$ 11,515,111		\$ 890,344		\$ 10,624,768
Category 0020: Bridge Rehabilitation B-13-0439	\$ 388,971	\$ 31,118	\$ 420,089	51.4%	\$ 215,976	\$ 204,113	0%	\$ -	100%	\$ 204,113
Category 0030: Bridge B-13-0895	\$ 814,977	\$ 65,198	\$ 880,175	51.4%	\$ 452,515	\$ 427,659	0%	\$ -	100%	\$ 427,659
Category 0040: Bridge B-13-601 Box Extension	\$ 315,549	\$ 25,244	\$ 340,793	51.4%	\$ 175,245	\$ 165,548	0%	\$ -	100%	\$ 165,548
Subtotal Project Cost	\$ 23,457,126	\$ 1,876,570	\$ 25,333,696		\$ 13,021,265	\$ 12,312,432		\$ 890,344		\$ 11,422,088
KL Engineering Final Design Costs*	\$ 1,328,155	\$ -	\$ 1,328,155		\$ -	\$ 1,328,155		\$ 96,042		\$ 1,232,113
TOTAL PROJECT COST	\$ 24,785,281	\$ 1,876,570	\$ 26,661,851		\$ 13,021,265	\$ 13,640,587		\$ 986,386		\$ 12,654,201

*Excludes right-of-way costs