

Dane County Contract Cover Sheet

Res 547
Significant

Dept./Division	Public Works, Highway & Transportation
Vendor Name	City of Madison
Vendor MUNIS #	1384
Brief Contract Title/Description	Agreement for the resurfacing of CTH CV/Packers Ave from Londonderry Drive to Government Road
Contract Term	1/1/20 to 12/31/20
Total Contract Amount	\$ 350,000

Contract # <small>Admin will assign</small>	13965
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	57353	Amount	\$ 350,000
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 #	547
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/13/20		
CU	Controller		3/17/20	
	Purchasing			
MM	Corporation Counsel	3/16/2020	3/16/2020	
SM	Risk Management	3/16/2020	3/16/2020	
	County Executive			

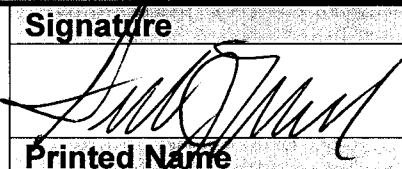
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Maribeth Witzel-Behl
Phone #	608-266-4040	Phone #	608-266-4601
Email	matzinger@countyofdane.com	Email	clerk@cityofmadison.com
Address	2302 Fish Hatchery Rd, Madison	Address	210 MLK Blvd, Room 103, Madison WI 53703

Certification:

The attached contract is a:

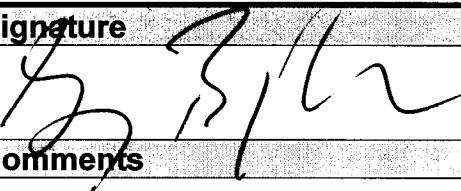
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/12/20
	Printed Name	
	Gerald Mandli	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3.27.20
	Comments	
Corporation Counsel	Signature	Date
	Comments	



DANE COUNTY HIGHWAY AND
TRANSPORTATION DEPARTMENT

**OFFICE
MEMO**

DATE:	March 12, 2020
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	Agreement for the reconstruction of CTH CV/Packers Ave

Description: Reconstruction of CTH CV/Packers Ave from Londonderry Drive to Government Road

Term: 1/1/20 – 12/31/20

Budget Amount: \$350,000

Source of funding: Capital

2 COST SHARING AGREEMENT FOR THE RESURFACING OF CTH CV/PACKERS
3 AVENUE FROM LONDONDERRY DRIVE TO GOVERNMENT ROAD
4

5 The Dane County Department of Public Works, Highway & Transportation and
6 representatives of the City of Madison have determined that the CTH CV from Londonderry
7 Drive to Government Road 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.
11

12 After the transfer, the department has funds available in account HWCONCAP-57353 to
13 cover the project costs. The County's share will not exceed \$350,000.
14

15 NOW THEREFORE BE IT RESOLVED that the following fund transfer be made to increase
16 the project construction budget:
17

18 EXPENSE ACCOUNT

19	HWCONCAP-57353	\$20,000
20	HWCONCAP-57257	\$(20,000)

21
22 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be
23 authorized and directed to execute this cost sharing agreement on behalf of Dane County,
24 with the City of Madison.
25

26 BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2020, in the
27 above mentioned accounts be carried forward to 2021 .
28
29

COST SHARING AGREEMENT FOR THE RESURFACING OF CTH CV/PACKERS AVENUE FROM LONDONDERRY DRIVE TO GOVERNMENT 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") CV/Packers Avenue, from Londonderry Drive to Government Road, located in Madison, is in need of resurfacing and other municipal improvements (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, the Packers Avenue Resurfacing Project-2020, will be a public works contract, consisting of the resurfacing of CTH CV/Packers Avenue from Londonderry Drive north to Government Road, and will include the replacement of some curb and gutter, drive aprons and sidewalk, and the installation of a new water main and service laterals. 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 2020.
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 attached as Exhibit B which is incorporated herein as though fully stated. Based upon the preliminary cost estimates, the County's share of the Project shall not exceed \$350,000. If the County's actual costs are anticipated to exceed \$350,000, Madison shall notify the County in a timely manner, and the Parties shall prepare the amendment to this Agreement to account for the additional costs.
4. **Project Management.** At the request of the Parties, Madison shall manage the Project. Madison will develop Construction Plans and Bidding Documents for review and approval by the County prior to bidding the work. The Construction Plans and Bidding Documents shall be in a format typical for projects constructed by and for Madison.

5. Payment. The County will reimburse Madison, 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. 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

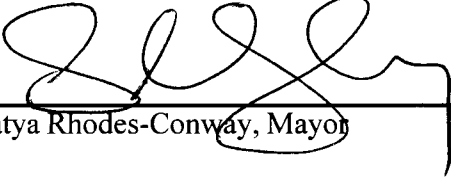
Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE CITY OF MADISON



Satya Rhodes-Conway, Mayor


3/6/2020
Date



Maribeth Witzel-Behl, City Clerk

3-9-2020
Date

Countersigned:



David P. Schmiedicke, Finance Director

03-10-2020
Date

Approved as to form:



Michael P. May, City Attorney

10 MARCH 2020
Date

¹ Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 20-152, ID No. 59518, adopted by the Common Council of the City of Madison on MARCH 3, 2020.

EXHIBIT A
Project Plan Overview



SCALE 1:60

EXHIBIT B
Cost Breakdown

Packers Avenue Cost Share						
						date: 3/9/2020
Account number	Description	Estimated cost	Dane County	City of Madison		
				Assessable to adjacent propoerty owners	Street Construction	Water Utility
12564-402-170	Roadway Construction	\$600,000	\$299,500	\$1,000	\$300,500	
12564-86-179	Water Main Construction	\$660,000				\$660,000
Construction Total		\$1,260,000				
Engineering & Contingency(15% of total)		\$189,000	\$47,250		\$47,250	\$94,500
Construction Grand Total		\$1,449,000	\$346,750		\$347,750	\$754,500
Grand Total County Share:			\$350,000			
Grand Total City Share:			\$1,450,000			