


# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 309  
Significant

DEPARTMENT <b>Public Works, Highway &amp; Transportation</b>		CONTRACT/ADDENDUM #: <b>11969</b>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: <u>1/1/14</u> To: <u>12/31/14</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum <b>\$1,400,000</b>		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: Dane County and the City of Fitchburg agree to share the costs of reconstruction of CTH PD from Fish Hatchery Rd to Seminole Hwy. In exchange, Fitchburg will accept the jurisdictional transfer of CTH PD from Fish Hatchery to USH 18/151 by January 1, 2020.		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other: <input type="checkbox"/>	
6. Vendor or Funding Source: <b>City of Fitchburg</b>			
7. MUNIS Vendor Code:			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. <u>HWCONCAP-NEW, CTH PD</u>		Amount \$ <u>1,400,000</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 309</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval 			

## CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<u>LM</u>	Received	_____	<u>5-12-14</u>	_____
<u>ca</u>	Controller	_____	_____	<u>5/12/14</u>
<u>spmk</u>	Corporation Counsel	_____	<u>5/12/14</u>	<u>5/12/14</u>
<u>sa</u>	Risk Management	_____	<u>5/12/14</u>	<u>5/12/14</u>
<u>gt</u>	ADA Coordinator	_____	<u>5/12/14</u>	<u>5/12/14</u>
<u>ca</u>	Purchasing Agent	_____	<u>5/12/14</u>	<u>5/12/14</u>
_____	County Executive	_____	_____	_____

## VENDOR

Vendor Name & Address	
City of Fitchburg 5520 Lacy Rd Fitchburg, WI 53711	
Contact Person	
Shawn Pfaff	
Phone No.	
278-8344	
E-mail Address	


## Footnotes:

- \_\_\_\_\_
- \_\_\_\_\_

<b>Return To:</b>	Name/Title: <u>Jim Matzinger</u>	Dept.: <u>Public Works, Highway &amp; Transportation</u>
	Phone: <u>266-4040</u>	Mail Address: <u>2302 Fish Hatchery Rd</u>
	E-mail: <u>matzinger@countyofdane.com</u>	<u>Madison WI 53713</u>

**CERTIFICATION**The attached contract: *(Check as many as apply)*

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>


Date: May 9, 2014 Signed: 

Telephone Number: 266-4039 Print Name: GERALD MANOLI

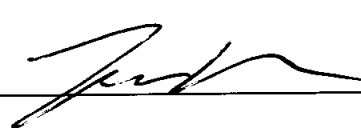
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*


1. **Department Head** ☐ Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: May 9, 2014 Signature: 

2. **Director of Administration** ☒ Contract is in the best interest of the County.  
Comments:

Date: 5/13/14 Signature: 

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.  
Comments:

Date: 5-13/14 Signature: 

<sup>1</sup>A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**AGREEMENT FOR THE RESURFACING/RECONSTRUCTION AND  
JURISDICTIONAL TRANSFER OF CTH PD AND OTHER LOCAL PROJECTS IN THE  
CITY OF FITCHBURG**

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

**WITNESSETH:**

**WHEREAS** CITY and COUNTY have determined that a portion of County Trunk Highway ("CTH") PD, from Fish Hatchery Road to Seminole Highway, located in CITY, is in need of resurfacing/reconstruction ("the Project") which will require contributions from CITY and COUNTY; and

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

**WHEREAS**, in exchange for COUNTY's financial participation in the Project, two other additional projects ("Other Local Projects"), if certain federal funding is available, and a future resealing of CTH PD in the City as provided in paragraph 7 ("Future Resealing"), CITY agrees to a jurisdictional transfer of CTH PD from Fish Hatchery Road to USH 18/151 (Verona Road) from COUNTY to CITY no later than January 1, 2020; and

**WHEREAS**, CITY and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH PD, from Fish Hatchery Road to USH 18/151 (Verona Road) within the City corporate limits from COUNTY to CITY; and

**WHEREAS**, COUNTY has obtained consent of the CITY as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH PD, from Fish Hatchery Road to USH 18/151 (Verona Road), from the county trunk highway system. CITY consent was obtained on April 22, 2014 at a meeting of the City Council; and

**WHEREAS**, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH PD, from Fish Hatchery Road to USH 18/151 (Verona Road), from the county trunk highway system on \_\_\_\_\_; and

**WHEREAS**, pursuant to Section 66.0301 Wis. Stats. CITY and COUNTY wish to formalize arrangements for the Project's cost, Other Local Project's cost, and the jurisdictional transfer; and

**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 the reconstruction of CTH PD, from Fish Hatchery Road to Seminole Highway. The CITY shall let the Project and shall be the lead on the Project. The scope of the Project shall be as referenced in the Report prepared by Strand Associates, Inc., dated April 14, 2014. Details of the Project shall be determined jointly by CITY and COUNTY. In the case of a disagreement during the Project, Other Local Projects or Future Resealing, the parties shall engage Strand Associates or another mutually agreed-upon engineering firm to resolve any dispute. The costs of any outside consultant shall be borne equally between CITY and COUNTY.
2. The Project is anticipated to be fully completed in 2014.
3. COUNTY and CITY agree to joint financial participation in those construction costs for the Project, as set forth in this Agreement and in the current "Dane County Department of Public Works, Highway and Transportation Policy on Joint Projects with Municipalities." A copy of which is attached as Exhibit A and incorporated herein by reference.
4. In exchange for the COUNTY's financial contribution as detailed herein, CITY agrees to accept jurisdiction of CTH PD from Fish Hatchery Road to USH 18/151, within the corporate limits of the CITY, upon the earlier of the completion of the WisDOT Verona Road project or January 1, 2020. The jurisdictional transfer to CITY shall occur no later than January 1, 2020. CITY shall accept the jurisdictional transfer, upon: (1) COUNTY's payment of its portion of the Project as described herein; (2) COUNTY's payment of its portion of the Local Project requiring two inch overlay on County Highway PD from Marketplace Drive to Seminole Highway as described herein; (3) COUNTY's payment of its portion of cost for the Local Project for the Badger Trail Crossing bicycle underpass (if CITY receives the 80/20 federal funding for the project) as described herein, and (4) COUNTY's completion of the Future Resealing.
5. COUNTY AND CITY agree to work cooperatively to allow CITY to place an informational sign on the southwest corner of PD/Mckee and CTH D/Fish Hatchery Road.
6. CITY, at its sole expense, shall assume snow plowing responsibility of CTH PD from Fish Hatchery Road to USH 18/151 beginning on November 1, 2016. All snow plowing work shall be done to WisDOT standards for arterial roadways. If COUNTY has not made its payment as described herein on: (1) the Project; (2) the Local Project requiring two inch overlay on County Highway PD from Marketplace Drive to Seminole Highway; and (3) the Local Project for the Badger Trail Crossing bicycle underpass (if CITY receives 80/20 federal funding for the project), and if COUNTY has not completed the Future Resealing, on or

before December 31, 2019, COUNTY shall assume responsibility for snow plowing.

7. COUNTY, at its sole expense, shall chip seal, rubber crack fill and install necessary pavement marking in accordance with MUTCD standards ("Future Resealing"), from CTH D (Fish Hatchery Road) to Seminole Highway no sooner than one year prior to the jurisdictional transfer.
8. COUNTY's total FY 2014 obligations for engineering and construction under this Agreement for the Project shall not exceed \$1,400,00.00. In addition, COUNTY agrees to refund CITY fifty percent of any excess costs for the Project, as invoiced to COUNTY by CITY.
9. CITY and COUNTY agree to cost share on the two additional projects (Other Local Projects) described herein. Cost-sharing will be based on CITY's local share of each project's costs. "Local share" is defined as only those costs that CITY actually incurs on the project and does not include federal, state, grant, or other funds provided by sources other than CITY.
10. COUNTY's participation in cost sharing for the Project and Other Local Projects shall be determined pursuant to its "Joint Projects with Municipalities Policy."
11. All projects will be let by CITY and CITY will be the lead agency for each project.
12. Other Local Project CTH PD from Marketplace to Seminole Highway will be resurfaced with 2" overlay. CITY and COUNTY agree to equally cost-share the project's local costs. COUNTY will cost-share to the roadway's current width. COUNTY is not required to contribute toward any additional improvements to this section.
13. If CITY receives federal matching funds, Other Local Project the Badger Trail crossing (CTH PD between Marketplace and proposed "Spoke Drive") will be reconstructed to add an underpass for the bike trail. CITY shall apply for and receive 80/20 federal/local matching funds, as a necessary condition for COUNTY's participation in cost-sharing. COUNTY shall not be required to contribute any funds if CITY does not receive 80/20 federal matching funds, and this section shall have no legal effect upon any other term of this Agreement.. In the event of cost-sharing, CITY and COUNTY agree to equally cost share the project's "local costs."
14. This Agreement applies only to the projects contained herein. The COUNTY will not cost-share on additional or substitute projects on CTH PD. It is not the intent of the parties that any unexpended money from any project be used to supplement any other project.

15. It is the intent of the parties that all obligations arising from this Agreement shall end as of December 31, 2019. All projects must be completed no later than December 31, 2019. COUNTY shall not be responsible for any costs incurred after this date.
16. CITY and COUNTY acknowledge and agree that the document entitled "AGREEMENT" between COUNTY and CITY fully executed on May 9, 2001 and regarding reconstruction of CTH PD from Fish Hatchery Road is null and void and has and shall have no future force or effect.
17. CITY shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse CITY, within 60 days of billing, for completed services according to the responsibilities stated above.
18. 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.
19. 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.
20. 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.

21. This Agreement may be amended only by written agreement of the parties.
22. This Agreement contains the entire agreements of the parties and supersedes any and all prior agreements or oral understandings among the parties.
23. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
24. 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 CITY OF FITCHBURG:**

Date Signed: 4-28-14

\_\_\_\_\_  
Shawn Pfaff, Mayor

Date Signed: 4-28-14

\_\_\_\_\_  
Linda Cory, City Clerk

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Dane County Highway and Transportation Department

**Statement of Policy**

**JOINT PROJECTS WITH MUNICIPALITIES**

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The following is Dane County's general policy for joint improvement projects on County trunk highways. It should be noted there will be no joint projects without prior County approval and funds budgeted by both units. Approval must be obtained for design and again for construction since separate budgets are involved.

As part of the project review process, the County requests a copy of the municipality's up-to-date land use and transportation plans (if available). The County is also interested in the aspects of the municipality's plans (if available) that support bicycle, pedestrian, transit, and Traffic Demand Management (TDM) efforts to reduce automobile trips and congestion.

**Engineering:**

The County will share one-half (1/2) the engineering costs, design and construction, of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting and to any agreement for construction being signed.

**Right-of-way:**

The County shall obtain, gain ownership, and assume all costs associated with roadway right-of-way only for projects where multi-jurisdictional control of adjoining property exists. Any further right-of-way required for municipal amenities such as turn lanes into commercial areas or sideroads, sidewalks, bicycle paths, additional lanes, or frontage roads, shall be acquired by the municipality. The municipality shall acquire the needed right-of-way for the project if the municipality intends, through agreement with the County, to assume maintenance control of the County trunk after the improvement is completed.

**Curb & Gutter:**

The County will share in the costs of curb and gutter construction. Cost participation is as follows:

- (A) The County will share in one-half (1/2) of the costs of curb and gutter construction required along the median areas in multi-lane facilities.
- (B) The County will share in one-half (1/2) of the costs of curb and gutter construction involved in a safety improvement project where the sole purpose of the curb and gutter is to assure proper channelizing of traffic.



- (C) The County will share in one-half (1/2) of the costs for isolated curb and gutter where the construction of the curb and gutter is exclusively for purposes of eliminating right-of-way purchases.
- (D) Where the Municipality has a curb and gutter assessment policy, the County will share in one-half (1/2) of the costs of the outside curb and gutter for those sections of curb and gutter that are not directly assessable to the adjacent property owner. The County will share in one-quarter (1/4) of the costs of outside curb and gutter for those sections of curb and gutter that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and Municipality.
- (E) The County will not share in the costs of outside curb and gutter where the municipality does not have curb and gutter assessment policy.
- (F) The Municipality shall be responsible for the future costs of the maintenance and repair of the curb and gutter.

**Sidewalk**

- (A) Where the Municipality has a sidewalk assessment policy, the County will share in one-half (1/2) of the costs of the sidewalk construction where those sections of sidewalk are not directly assessable to the adjacent property owner. The County will share in 1/4 of the cost of sidewalk for those sections of sidewalk that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and the Municipality.
- (B) The County will not share in the costs of sidewalk where the municipality does not have a sidewalk assessment.
- (C) The Municipality shall be responsible for the future costs of the maintenance and repair of the sidewalk.

**Driveway Aprons:**

The County will not share in the costs of concrete driveway apron construction.

<b>Bicycle Paths:</b>	The County will share in one-half (1/2) of the costs of a widened roadway section that is available for bicycle use. "Off-road" bicycle paths may be funded by improvement project funds. Any cost sharing for "Off-road" bicycle paths, including overhead or tunnel road crossing within the right-of-way, will be determined on an individual basis. The Municipality shall be responsible for the future costs of maintenance and repair of the bicycle paths.
<b>Storm Sewers:</b>	The County will share in one-half (1/2) the costs of all storm sewer and related structures associated with the project improvement. The County may share in the costs of the drainage structures or pipes associated with major municipal storm trunk sewer systems that pass through the project. The municipality may choose to relocate or enlarge their sewer system at the time the project is undertaken. Any cost sharing of this type will be determined on an individual basis.
<b>Sanitary Sewers and Water Mains:</b>	The County will not share in the costs of adjusting, relocating, repairing, placing, or replacing any sanitary sewer or water main, or appurtenances within or adjacent to the improvement project.
<b>Bridges:</b>	The County will share in one-half (1/2) the costs of any bridge widening or construction involved in the project.
<b>Road Lighting:</b>	The County will not share in roadway lighting costs.
<b>Traffic Lights and Signing:</b>	The County will assume the costs of highway signing, with the exception of parking or restrictive parking signs, for which the County will not share costs. The County will assume one-half (1/2) of all costs involved in traffic light installations, and will enter into contracts for their maintenance as long as signals are warranted per accepted engineering standards.
<b>Roadway Pavement, Grading and Base:</b>	The County will share in one-half (1/2) the costs associated with the pavement, grading and base.

**Landscaping:** The County will share in one-half (1/2) the costs of general landscaping (seeding and sodding) within the right of way. Sodding costs assumed by the County will be limited to areas where it is intended to control erosion, or it is the only viable alternative for right-of-way restoration (areas where seed mulch won't suffice). Major plantings as requested by the municipality shall be at their expense.

**Pavement Marking:** The County will share in one-half (1/2) the costs of all original thermoplastic center line or lane markings. The County shall share in one-half (1/2) the costs of all original thermoplastic pedestrian markings. The Municipality shall be responsible for the future costs of maintenance and repair of the pedestrian markings.

**Jurisdictional Transfers:** The County shall consider a jurisdictional transfer where a roadway segment is improved to urban standards entirely within one municipality or where multi-jurisdictions can agree to maintain the segment. The County may determine not to participate in the project if a jurisdictional transfer cannot be achieved.

Prior to actual commencement of construction, and after the project funds have been appropriated, formal contracts will be entered into by the County and municipality which will note all cost sharing items and the financial commitments of both parties for the joint improvement projects.

This revised policy will take affect with the adoption of the 2000 budget and beyond. Projects budgeted prior (year 2000 budget) to adoption of the revised policy will not be altered.

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*This policy was adopted by the Dane County Transportation Committee at its meeting on May 3, 1999.*

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