

# Dane County Contract Cover Sheet

Res 396  
Significant

<b>Dept./Division</b>	Public Works, Highway & Transportation
<b>Vendor Name</b>	Village of Oregon
<b>Vendor MUNIS #</b>	8470
<b>Brief Contract Title/Description</b>	Agreement for the reconstruction and jurisdictional transfer of CTH MM in the Village of Oregon
<b>Contract Term</b>	1/1/21 to 12/31/21
<b>Total Contract Amount</b>	\$ 950,000

<b>Contract #</b> <small>Admin will assign</small>	14325
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<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

<b>Purchasing Authority</b>	<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	

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	57163	Amount	\$ 950,000
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$


<b>Resolution</b>	<b>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.</b>					
	<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.				<b>Res #</b>	396
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				<b>Year</b>	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	4/2/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Mike Gracz
<b>Phone #</b>	608-266-4040	<b>Phone #</b>	608-835-6280
<b>Email</b>	matzinger@countyofdane.com	<b>Email</b>	mgracz@vil.oregon.wi.us
<b>Address</b>	2302 Fish Hatchery Rd, Madison	<b>Address</b>	117 Spring St, Oregon WI 53575



<b>Certification:</b> 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. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		4/7/21
	<b>Printed Name</b>	
	Gerald Mandli	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

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

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, April 8, 2021 8:19 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14325  
**Attachments:** 14325.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	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 8:57 AM
	Lowndes, Daniel	Read: 4/8/2021 8:36 AM	Approve: 4/8/2021 8:36 AM
	Stavn, Stephanie		
	Oby, Joe		

Contract #14325

Department: Highway

Vendor: Village of Oregon

Contract Description: Agreement for Reconstruction and Jurisdictional Transfer of CTH MM in the Village of Oregon (Res 396)

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

Contract Amount: \$950,000

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.

**AGREEMENT FOR THE RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF  
CTH MM/MAIN ST, FROM CTH MM/GROVE ST TO NORTH VILLAGE LIMITS, IN THE  
VILLAGE OF OREGON**

The Dane County Department of Public Works, Highway & Transportation and representatives of the Village of Oregon have determined that the CTH MM/Main St from CTH MM/Grove St to North Village limits is in need of reconstruction. The jurisdictional transfer of CTH MM/Main St, from Grove St to the North Village Limits, from County to Village shall occur on November 1, 2021. The length of this section of roadway is 5,475 feet.

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

After the transfer, the department has funds available in account HWCONCAP-57163 to cover the project costs. The County's share will not exceed \$950,000.

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

EXPENSE ACCOUNT

HWCONCAP-57163, CTH MM-Grove St to NVL	\$950,000
HWCONCAP-59991, CTH A-51 to ECOL	(184,000)

REVENUE ACCOUNT

HWCONCAP-80205, Village of Oregon Revenue	\$766,000
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NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this cost sharing agreement on behalf of Dane County, with the Village of Oregon.

BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2021, in the above mentioned accounts be carried forward to 2022.



DANE COUNTY HIGHWAY AND  
TRANSPORTATION DEPARTMENT

**OFFICE  
MEMO**

<b>DATE:</b>	April 7, 2021
<b>TO:</b>	Joseph Parisi, County Executive
<b>FROM:</b>	Jim Matzinger, Business Manager
<b>SUBJECT:</b>	CTH MM Reconstruction and Jurisdictional Transfer

Description: Reconstruction and Jurisdictional Transfer of CTH MM in the Village of Oregon

Term: 1/1/21 – 12/31/21

Budget Amount: \$950,000

Source of funding: Capital

**AGREEMENT FOR THE RECONSTRUCTION AND JURISDICTIONAL TRANSFER  
OF CTH MM/MAIN STREET, FROM CTH MM/GROVE STREET TO NORTH  
VILLAGE LIMITS, IN THE VILLAGE OF OREGON**

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

**WITNESSETH:**

**WHEREAS** VILLAGE and COUNTY have determined that CTH MM/Main Street, from Grove Street to North Village Limits, requires reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

**WHEREAS** the costs of the Project will be financed by a combination of COUNTY and VILLAGE 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**, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MM/Main Street from Grove Street to the North Village Limits, 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 MM from the county trunk highway system. Consent by the VILLAGE for jurisdictional transfer from the COUNTY to the VILLAGE was provided as set forth in the Memorandum of Understanding between the Parties dated August 8, 2016; and

**WHEREAS**, COUNTY obtained the consent of the Wisconsin Department of Transportation as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MM from the county trunk highway system on 12/14/2020; 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 providing new asphaltic surface, roadway base, curb and gutter replacement on CTH MM/Main Street from Grove Street north to the North Village Limits. More specifically, COUNTY will remove all existing pavement, curb and

gutter, and provide two foot excavation (including removing existing concrete base material (if any), and excavating additional soils deemed unsuitable soils by the Village's public works director and COUNTY's engineer, and installing geotextile fabric over such unsuitable soil), install engineered base material, pave five inch hot mix asphalt surface, replace curb and gutter, driveway aprons, and update curb ramps. Base material and asphalt shall conform to State of Wisconsin Department of Transportation specifications. County will do centerline painting, cross walk painting and edgeline painting for bike lane. Manhole and water box adjustment shall be done by VILLAGE. COUNTY will coordinate with VILLAGE to allow VILLAGE to complete water main installation before COUNTY proceeds with road reconstruction work. The section from 300 feet south of Netherwood Road to 400 feet north of Netherwood Road will receive only a two inch mill off and resurface since this section had previously been reconstructed to standards. Additionally the section of asphalt from Grove Street to concrete section, approximately 225 feet will be a two inch mill off and resurface. The portion of Richards Road, approximately 130 feet, will be a two inch mill off and resurface at the Villages expense.

2. 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.
3. VILLAGE will be replacing VILLAGE utilities prior to the start of the Project and the costs of this work will be funded entirely by VILLAGE.
4. The Project will be completed in 2021.
5. The jurisdictional transfer of CTH MM/Main Street, from Grove Street to the North Village Limits, from COUNTY to VILLAGE shall occur on November 1, 2021. The length of this section of roadway is 5,475 feet.
6. If the VILLAGE'S Public Works Director determines that work does not meet the requirements of this Agreement, COUNTY and VILLAGE shall proceed in good faith to correct any deficiencies. The Parties agree that time is of the essence with respect to any identified issues. Any determination that work does not meet requirements shall be in writing and shall specifically identify issues of concern. If COUNTY and the VILLAGE'S Public Works Director disagree regarding whether the work meets the requirements of this agreement, the parties shall engage a mutually agreed-upon engineering firm to resolve the dispute. The costs of any outside consultant shall be borne equally between the VILLAGE and COUNTY.
7. COUNTY's total obligations under this Agreement shall not exceed \$950,000. VILLAGE's total obligations under this Agreement shall not exceed \$966,000. VILLAGE shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY'S cost-share policy or this Agreement.

8. VILLAGE shall reimburse COUNTY within 60 days after invoices are received by VILLAGE.
9. 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.
10. 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.
11. This Agreement may only be amended in writing upon agreement by both parties.
12. 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.
13. 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:**

Date Signed: \_\_\_\_\_

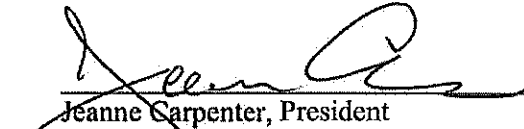
\_\_\_\_\_  
Joe Parisi, Dane County Executive

Date Signed: \_\_\_\_\_

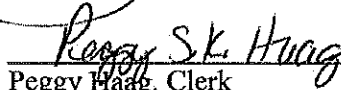
\_\_\_\_\_  
Scott McDonell, Dane County Clerk

**FOR THE VILLAGE OF OREGON:**

Date Signed: 4/2/2021

  
\_\_\_\_\_  
Jeanne Carpenter, President

Date Signed: 4/2/2021

  
\_\_\_\_\_  
Peggy Haag, Clerk