

Dane County Contract Cover Sheet

Revised 06/2021

Res 101
Significant

Dept./Division	795 Highway & Transportation		
Vendor Name	City of Fitchburg	MUNIS #	1383
Brief Contract Title/Description	Agreement for the engineering, construction & maintenance of CTH MM / Lacy Rd intersection signal installation in the City of Fitchburg		
Contract Term	01/01/21 - 12/31/22		
Contract Amount	\$ 180,000.00		

Contract # Admin will assign	14457
Type of Contract	
<input checked="" 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	Andrew McFadden
Phone #	608-266-4065	Phone #	608-270-4261
Email	rast@countyofdane.com	Email	andrew.mcfadden@fitchburgwi.gov
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 2319	Org: HWCONCAP	Obj: 57361	Proj:	
	Year 2021	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 #	101
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" 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: 2021.09.20 15:45:59 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 9/20/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, September 21, 2021 1:32 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14457
Attachments: 14457.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/21/2021 2:25 PM	Approve: 9/21/2021 2:26 PM
	Gault, David	Read: 9/21/2021 1:38 PM	Approve: 9/21/2021 1:40 PM
	Patten (Purchasing), Peter		Approve: 9/21/2021 4:06 PM
	Stavn, Stephanie	Read: 9/21/2021 2:01 PM	
	Oby, Joe		

Dave – Dan is out of the office for a few days...could you also approve for Risk Management?

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

Contract #14457

Department: Highway

Vendor: City of Fitchburg

Contract Description: Agreement for the engineering, construction & maintenance of CTH MM/Lacy Road intersection signal installation in the City of Fitchburg (RES 101)

Contract Term: 1/1/21 – 12/31/22

Contract Amount: \$180,000

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 ENGINEERING, CONSTRUCTION & MAINTENANCE OF CTH
MM / LACY ROAD INTERSECTION SIGNAL INSTALLATION IN THE CITY OF
FITCHBURG**

The Dane County Department of Public Works, Highway & Transportation and representatives of the City of Fitchburg have determined that the intersection of CTH MM and McCoy Road is in need of a signal installation.

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

The department has funds available in account HWCONCAP-57361 to cover the project costs. The County's share will not exceed \$240,000.

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 City of Fitchburg.

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

**AGREEMENT FOR THE ENGINEERING, CONSTRUCTION & MAINTENANCE OF
CTH MM / LACY ROAD INTERSECTION SIGNAL INSTALLATION 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 the intersection of CTH MM and Lacy Road, located in CITY, is in need of signal installation ("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, funding is to be accomplished in accordance with county policies and past practices of cost sharing on similar CTH projects; and

WHEREAS, CITY and COUNTY will enter into a separate agreements with the City of Madison for the operation and maintenance of the traffic signals.

WHEREAS pursuant to Section 66.0301 Wis. Stats. CITY and COUNTY wish to formalize arrangements for the Project's cost and other consideration;

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 design, reconstruction, and signalization of CTH MM and Lacy Road.
2. The CITY shall let the Project and shall be the lead on the Project. The CITY shall enter into a separate agreement with the Developer to receive funds from the developer for the improvement. The developer funds shall be applied to the costs of the Project prior to determining CITY and COUNTY's joint cost share. The estimate of Construction Costs is detailed in Attachment A, which is incorporated herein as though fully stated.
3. The Project will be fully completed in 2021.
4. COUNTY 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 and as shown on Attachment A.

5. COUNTY's total obligations under this Agreement shall not exceed \$180,000, as itemized in Attachment A plus project contingencies. It is the intent of the parties that there be a cost-sharing for all costs not covered by the Developer at a 1/2 CITY and 1/2COUNTY share on allowable costs due to the configuration of the intersection.
6. 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.
7. 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.
8. 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.
9. 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.

10. This Agreement may be amended only by written agreement of the parties.
11. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements or oral understandings among the parties.
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.
13. 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: 9/15/21


Aaron Richardson, City Mayor

Date Signed: 9/16/21


Tracy Oldenburg, City Clerk

ATTACHMENT A

Lacy/MM Intersection and Signalization Improvements				
FINAL Cost Schedule 8/2/2021				
		30.2%	34.9%	34.9%
	Total	Others	City	County
Construction*	\$ 373,119.79	\$ 112,853.81	\$ 130,132.99	\$ 130,132.99
Signal Procurement**	\$ 91,538.49	\$ 27,686.73	\$ 31,925.88	\$ 31,925.88
Construction Contingency***	\$ 4,000.00	\$ 1,209.84	\$ 1,395.08	\$ 1,395.08
Engineering	\$ 19,340.00	\$ 5,849.58	\$ 6,745.21	\$ 6,745.21
Engineering Inspection****	\$ 23,250.00	\$ 7,032.20	\$ 8,108.90	\$ 8,108.90
Total	\$ 511,248.28	\$ 154,632.15	\$ 178,308.06	\$ 178,308.06
* \$373,119.79 for Payne and Dolan contract				
** \$44,797.50 signal infrastructure + \$46,740.99 in Est. CoM Signal Equipment and Installation				
*** \$4,000 Contingency for miscellaneous items like MG&E power service install				
**** Total includes \$18,255 in KL Contract and \$915.02 for Material Testing				