

# Dane County Contract Cover Sheet

Res 287  
Significant

<b>Dept./Division</b>	Public Works, Highway & Transportation
<b>Vendor Name</b>	City of Madison
<b>Vendor MUNIS #</b>	1384
<b>Brief Contract Title/Description</b>	Agreement for the design and reconstruction of CTH BB from I 39/I 90 to Sprecher Road and winter maintenance of Buckeye Road
<b>Contract Term</b>	<del>1/1/19 to 12/31/19</del> 1/1/20 - 10/31/2021
<b>Total Contract Amount</b>	\$ 1,210,000

<b>Contract #</b> <small>Admin will assign</small>	13858
<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 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	57268	Amount	\$ 1,210,000
<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>	287		
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2019		

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	12/4/19		
MK	Controller	12/4/19		
PCP	Purchasing	12/6/19	12/6/19	
	Corporation Counsel	12/4/19	12/4/19	
	Risk Management	12/6/19	12/6/19	
	County Executive			

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

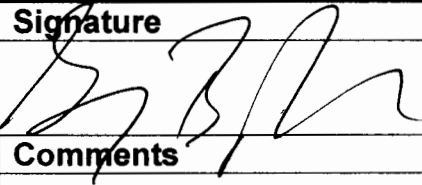
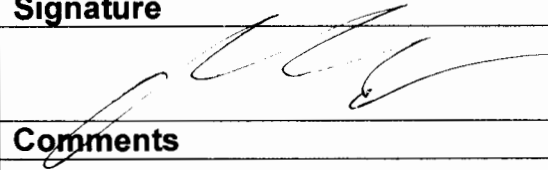
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard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

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		12/4/19
	<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>
		12.6.19
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		12/4/19
	<b>Comments</b>	

**AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF CTH BB/COTTAGE  
GROVE ROAD FROM I-39/I-90 TO SPRECHER ROAD**

The Dane County Department of Public Works, Highway & Transportation and representatives of the City of Madison have determined that CTH BB from I-39/I-90 to Sprecher Road is in need of reconstruction.

Funding for the design and reconstruction 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-57268 to cover the project costs. The County's share will not exceed \$1,210,000.

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 Madison.

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 DESIGN AND CONSTRUCTION OF  
CTH BB/COTTAGE GROVE ROAD FROM I39/I90 TO SPRECHER ROAD  
AND WINTER MAINTENANCE OF BUCKEYE ROAD**

Between the City of Madison and Dane County

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**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") BB/Cottage Grove Road, from I39/I90 to Sprecher Road, located in Madison ("City"), is in need of reconstruction (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 shall consist of the reconstruction of CTH BB from I39/I90 to Sprecher Road to an improved roadway, with sidewalk and bike lanes. 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 design and construction costs for 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 as included in the attached 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 \$1,210,000. If the County's actual costs are anticipated to exceed \$1,210,000, the City shall notify the County in a timely manner, and the Parties shall prepare an 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 shall bill the County for its respective share of the Project costs as specified herein.
5. Payment. The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.
6. Winter Maintenance of CTH BB and Buckeye Road. The County shall be responsible for snow removal and winter maintenance on CTH BB from I39/90 east to Sprecher Road. Madison agrees to take over winter maintenance and snow removal responsibilities on Buckeye Road/CTH AB from I39/90 east to USH 51/Stoughton Road beginning on November 1, 2021. This Agreement supersedes and replaces the September 29, 2010 "Agreement to Provide Snow Removal Services on Buckeye Road." previously executed by the Parties. Pursuant to Section 8 of that agreement, this Agreement provides the required written notice of the Parties' agreement to terminate the September 29, 2010 Agreement to Provide Snow Removal Services on Buckeye Road on October 31, 2021.
7. Routine Maintenance. The City shall perform street lighting maintenance, sweeping, landscape maintenance, mowing, and crosswalk painting. The County and Madison shall jointly maintain the pavement, including chip sealcoat, and future overlays, as per current standard practice. The County shall perform pothole patching, centerline painting and rubber crack filling as is the current standard practice. Maintenance of existing traffic signals shall remain the same as per the existing agreement with the City of Madison. New traffic signals may be added by amendment to the existing City of Madison agreement.
8. 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.
9. 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.

10. 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.
11. This Agreement may be amended only by written agreement of the parties.
12. 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.
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.

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

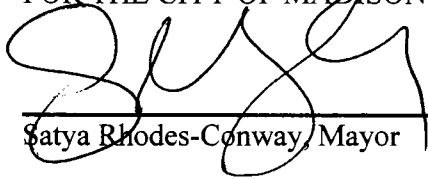
\_\_\_\_\_  
Joe Parisi, County Executive

\_\_\_\_\_  
Date

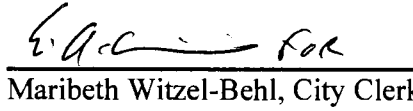
\_\_\_\_\_  
Scott McDonnell, County Clerk

\_\_\_\_\_  
Date

FOR THE CITY OF MADISON

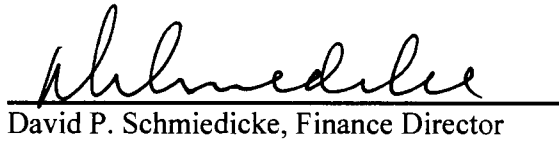
  
\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

11/27/19  
Date

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

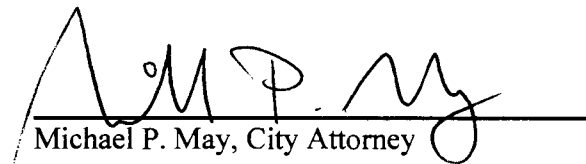
11-25-19  
Date

Countersigned:

  
\_\_\_\_\_  
David P. Schmiedicke, Finance Director

11/26/19  
Date

Approved as to form:

  
\_\_\_\_\_  
Michael P. May, City Attorney

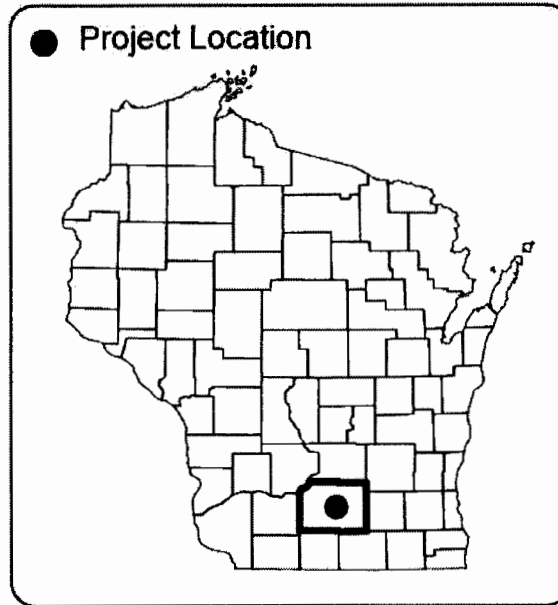
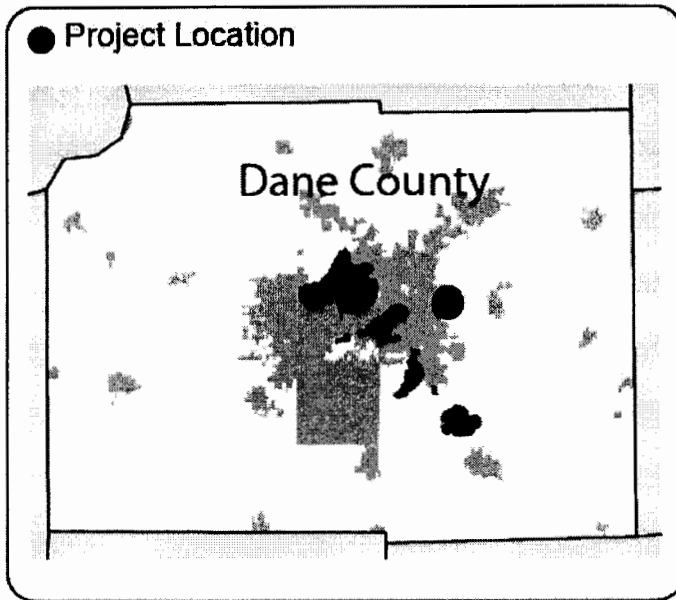
27 Nov. 2019  
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 19-00644, ID No. 57034, adopted by the Common Council of the City of Madison on September 17, 2019.

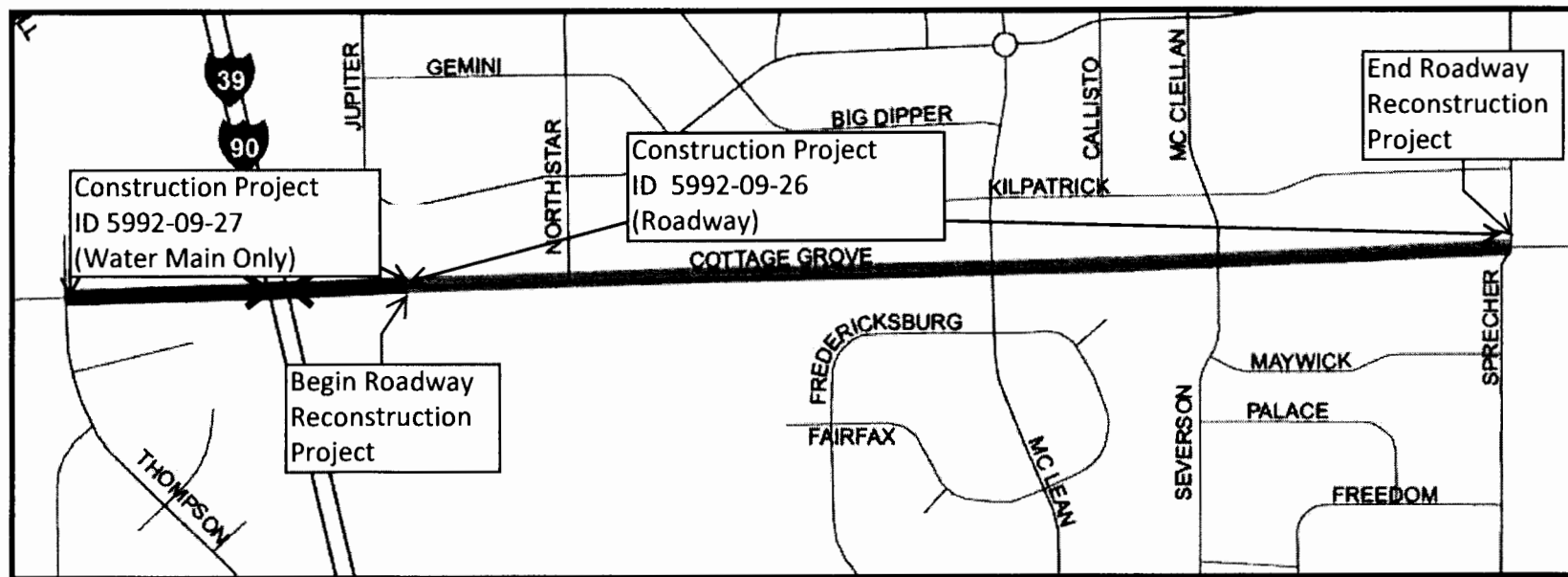
**EXHIBIT A**  
Project Plan Overview



Exhibit A



**Cottage Grove Rd/CTH BB**  
**(S Thompson Dr to Sprecher Rd)**  
**City of Madison**  
**Dane County, WI**



**EXHIBIT B**  
Cost Sharing Schedule

# Cottage Grove Road Cost Share

date: 10/14/2019

Group/ID	Description	estimated cost	Federal Funds	Local Share			
				Dane County	City of Madison		
					general obligation debt	assessable to adjacent property owners	Water Utility
5992-09-26	Roadway construction	\$5,215,000	\$3,450,000	\$716,000	\$947,000	\$102,000	
5992-09-27	Water Main construction	\$1,536,000	\$0	\$0			\$1,536,000
	construction total	\$6,751,000	\$3,450,000	\$716,000	\$947,000	\$102,000	\$1,536,000
	Engineering & Contingency (15% of total)	\$1,012,650		\$346,537	\$420,413	\$15,300	\$230,400
	<i>Construction Grand Total</i>	\$7,763,650	\$3,450,000	\$1,062,537	\$1,367,413	\$117,300	\$1,766,400
	<i>Design Engineering</i>	\$660,200		\$143,200	\$209,800		\$307,200
	<i>Real Estate</i>	\$300,000			\$300,000		
	<b>Grand Total</b>	\$8,723,850		\$1,205,737	\$1,877,213	\$117,300	\$2,073,600
				<b>Grand Total County Share:</b>	<b>\$1,205,737</b>		
				<b>Grand Total City Share:</b>	<b>\$4,068,113</b>		
				<b>Grand Total Federal Funding:</b>	<b>\$3,450,000</b>		
				<b>Costs Excluding Utilities:</b>			
				<b>Grand Total County Share:</b>	<b>\$1,205,737</b>		<b>18.1%</b>
				<b>Grand Total City Share without Utilities:</b>	<b>\$1,994,513</b>		<b>30.0%</b>