

Dane County Contract Cover Sheet

Revised 04/2021

Res 006
Significant

Dept./Division	Public Works, Highway & Transportation		
Vendor Name	City of Fitchburg	MUNIS #	1383
Brief Contract Title/Description	Agreement for the engineering, construction and maintenance of CTH MM/McCoy Road intersection signal installation in the City of Fitchburg		
Contract Term	01/01/21 to 12/31/22		
Contract Amount	\$ 475,000.00		

Contract # <small>Admin will assign</small>	14375
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	Send completed contract to vendor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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 # 1887	Org: HWCONCAP	Obj: 57361	Proj:	\$ 530,000.00
	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 #	006
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2020
	<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 – Department	
Dept. Head / Authorized Designee	Rast, Tricia <small>Digitally signed by Rast, Tricia Date: 2021.06.08 14:18:17 -05'00'</small>

APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3)			
Director of Administration	<i>Greg Brockmeyer</i>	Corporation Counsel	<i>Carlos Pabellon</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/8/21	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management



DANE COUNTY HIGHWAY AND
TRANSPORTATION DEPARTMENT

**OFFICE
MEMO**

DATE:	June 8, 2021
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	CTH MM Intersection Signal Installation

Description: Installation of Signal at CTH MM and McCoy Road with C/Fitchburg
Term: 1/1/21 – 12/31/22
Budget Amount: \$475,000
Source of funding: Capital

1 SUB _____ to 2020 RES-006 (Proposed Ratcliff)

2 **AGREEMENT FOR THE ENGINEERING, CONSTRUCTION & MAINTENANCE OF CTH**
3 **MM / MCCOY ROAD INTERSECTION SIGNAL INSTALLATION IN THE CITY OF**
4 **FITCHBURG**

5
6 The Dane County Department of Public Works, Highway & Transportation and
7 representatives of the City of Fitchburg have determined that the intersection of CTH MM
8 and McCoy Road is in need of a signal installation.

9
10 Funding for the construction of the project is to be accomplished in accordance with past
11 policies of cost sharing on similar CTH projects.

12
13 The department has funds available in account HWCONCAP-57361 to cover the project
14 costs. The County's share will not exceed ~~\$235,000~~ \$475,000.

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

18
19 EXPENSE ACCOUNT

20 HWCONCAP-57361, CTH MM Signals \$ 155,000
21 HWCONCAP-59991, CTH A \$(152,694)
22 HWCONCAP-52202, CTH B \$ (2,306)

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

28
29 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2021, in the
30 above mentioned accounts be carried forward to 2022.

**AGREEMENT FOR THE ENGINEERING, CONSTRUCTION & MAINTENANCE OF
CTH MM / MCCOY 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 McCoy Road, located in CITY, is in need of signal installation ("the Project") which will require contributions from STATE (Federal Highway Safety Funds), CITY and COUNTY; and

WHEREAS, the Project will be financed by a combination of STATE, 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 McCoy Road. The Project includes the reconfiguration of the Capital City Trail into the signalized intersection. The Project also includes improvements at the intersection of Clayton Road and CTH MM.
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 STATE to receive Federal Highway Safety Grant Funds. 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 2022.

R-92-21

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 \$475,000, as itemized in Attachment A plus project contingencies. It is the intent of the parties that there be a cost-sharing for all allowable costs not covered by the STATE at a 1/3 CITY and 2/3 COUNTY share 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: 5/26/2021


Aaron Richardson, City Mayor

Date Signed: 5/27/2021


Tracy Oldenburg, City Clerk

ATTACHMENT A

McCoy/MM Intersection and Signalization Improvements

Cost Schedule 4/30/2021

Capped Amt.

33.0%

67.0%

	Total	Grant	City	County
Construction*	\$ 1,075,933.83	\$ 673,099.83	\$ 132,935.22	\$ 269,898.78
Construction Contingency 8%	\$ 86,074.71		\$ 28,404.65	\$ 57,670.05
Engineering **	\$ 111,795.00		\$ 36,892.35	\$ 74,902.65
Additional Engineering***	\$ 38,540.00		\$ 12,718.20	\$ 25,821.80
Const.Engineering State Oversight****	\$ 153,704.84	\$ 100,964.97	\$ 17,404.16	\$ 35,335.71
Grant Preparation	\$ 12,000.00		\$ 3,960.00	\$ 8,040.00
Total	\$ 1,478,048.38	\$ 774,064.80	\$ 232,314.58	\$ 471,669.00

* Based on 4/30/2021 KL 100% Cost + a 5% increase for 1 year construction delay.

** Includes KL Engineering Contract plus \$5,000 State Plan Review

***Includes additional design costs associated with environmental documentation, signal design, and detour plans

**** 15% of Construction Costs