CONTRACT COVERSHEET

Res 5 Significant

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dublic Montes Highway 6 Towns 1 (CONTRACT/ADDENDUM #:
Public Works, Highway & Transportation	13144
This contract, grant or addendum: ☑ AWARDS ☐ ACCEPTS	Contract Addendum If Addendum, please include original contract number
2. This contract is discretionary	☑ POS 🗖
3. Term of Contract or Addendum: From: 1/1/17 To: 12/31/17	Co Lesse Co Lessor
4. Amount of Contract or Addendum \$1,060,000	Intergovernmental D Purchase of Property
5. Purpose:	Purchase of Property Property Sale
Agreement to reconstruct CTH Q from Woodland Drive to STH 113 and to jurisdictional transfer of CTH Q from Meffert Road to STH 113 with the Village of Waunakee and the Town of Westport.	- Ounci.
6. Vendor or Funding Source: Village of Waunakee	
7. MUNIS Vendor Code: 8474	
8. Bid/RFP Number:	
9. If grant: Funds Positions?	atching funds?
10. Are funds included in the budget?	
11. Account No. & Amount, Org. & Obj. HWCONCAP-59069	Amount \$ 1,060,000
Account No. & Amount, Org. & Obj	Amount \$
Account No. & Amount, Org. & Obj	Amount \$
12. Is a resolution needed: YES NO If "YES," please attach a copy of If Resolution has already been approved by the County Board, Resolution No. 8	of the Resolution. A date of adoption 2017 RES-005
13. Does Domestic Partner equal benefits requirement apply? ☐ YES ☐ NO	
14. Director's Approval	
CONTRACT REVIEW/APPROVALS	VENDOR
Initials Ftnt Date In Date Out	Vendor Name & Address
Received	Village of Waunakee
	PO Box 100 Waunakee, WI 53597
Corporation Counsel (2011 G17811)	Contact Person
Risk Management <u>U/ro//7</u> <u>U/r1/17</u>	Julee Helt
PCP Purchasing Agent 6217 6217	Phone No. 850-2827
YCT Purchasing Agent 4 31 17 County Executive	E-mail Address
County Exceditive	jhelt@vil.waunakee.wi.us
Footnotes:	
1	
2	
Return To: Name/Title: Jim Matzinger Dept.: P	W, Highway & Transportation
	02 Fish Hatchery Rd
	adison WI 53713

	RTIFICATION attached contract: (Check as many as apply)
\square	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 ¹
	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 copy¹
	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 ¹
Dat	Signed: Signed: SubStitution Signed: Signed: Signed: Signed: Serald Mandli
	phone Number: 266-4039 Print Name: Gerald Mandli
	pnone Number: Print Name: Print Name:
MA \$10	JOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed 0,000 in disbursements or receipts and which require county board review and approval. CUTIVE SUMMARY (Attach additional pages, if needed). 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
MA \$10	JOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed 0,000 in disbursements or receipts and which require county board review and approval. ECUTIVE SUMMARY (Attach additional pages, if needed). 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.
MA \$10	JOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed 0,000 in disbursements or receipts and which require county board review and approval. ECUTIVE SUMMARY (Attach additional pages, if needed). Department Head
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MA \$10 EXI 1.	JOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both 0,000 in disbursements or receipts and which require county board review and approval. ECUTIVE SUMMARY (Attach additional pages, if needed). 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 Purcha Services Form Agreement. Date: □ Signature: □ Contract is in the best interest of the County. Date: □ Signature: □ Corporation Counsel □ Contract is in the best interest of the County.

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

AGREEMENT FOR THE RECONSTRUCTION OF CTH Q FROM WOODLAND DRIVE TO STH 113 AND THE JURISDICTIONAL TRANSFER OF CTH Q FROM MEFFERT ROAD TO STH 113 WITHIN THE VILLAGE OF WAUNAKEE AND TOWN OF WESTPORT

THIS AGREEMENT ("Agreement") is made and entered into by and among the County of Dane, a quasi-municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), and the Village of Waunakee; a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE"), and the Town of Westport, a municipal corporation in the State of Wisconsin (hereinafter referred to as "TOWN").

WITNESSETH:

WHEREAS, VILLAGE, TOWN, and COUNTY have determined that certain portions of County Trunk Highway ("CTH") Q, located in VILLAGE AND TOWN, are in need of reconstruction ("the Project"), which will require contributions from VILLAGE, TOWN, and COUNTY; and

WHEREAS, VILLAGE, TOWN, and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH Q from a point 370 feet north of Meffert Road north to STH 113; and

WHEREAS, COUNTY has obtained consent of the VILLAGE AND TOWN as required by Wis. Stat. § 83.025(1)(a) to delete these portions of CTH Q from the county trunk highway system. VILLAGE consent was obtained May 1, 2017 at a meeting of the VILLAGE Board and TOWN consent was obtained May 1, 2017 at a meeting of the TOWN Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH Q from the county trunk highway system on 4/26/17; and

WHEREAS, the Project will be financed by a combination of COUNTY, TOWN, and VILLAGE funds; and

WHEREAS, funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects and pursuant to Dane County Department of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities; and

WHEREAS, pursuant to Section 66.0301, Wis. Stats., VILLAGE, TOWN, and COUNTY wish to formalize arrangements for the Project's cost and the jurisdictional transfer.

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, TOWN, and COUNTY do agree as follows:

1. VILLAGE will reconstruct CTH Q from Woodland Drive to STH 113 (i.e., the Project).

- 2. VILLAGE and TOWN agree to accept jurisdiction of CTH Q, within their respected limits, from a point 370 feet north of Meffert Road to STH 113 a distance of -1:63 m, on November 1, 2017 (the "Jurisdictional Transfer"). Attachment 1 depicting the Project map is incorporated herein by reference. VILLAGE, TOWN, and COUNTY agree as follows with respect to the Jurisdictional Transfer:
 - a. All regulatory authority and responsibility over CTH Q shall be transferred to VILLAGE and TOWN, including, but not limited to, all access rights and permitting control. Further, the Village of Waunakee Police Department shall have jurisdiction over the portion of the road subject to the Jurisdictional Transfer.
 - b. Any State of Wisconsin or federal aid associated with the portion of CTH Q that is subject to the Jurisdictional Transfer shall also be transferred to VILLAGE and TOWN after November 1, 2017.
 - c. State of Wisconsin levy adjustments shall be made to reflect the Jurisdictional Transfer, effective November 1, 2017.
- 3. The VLLAGE and TOWN have entered into a separate agreement to cover costs and maintenance of the PROJECT.
- 4. VILLAGE and COUNTY agree to joint financial participation in 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 as adopted on May 3, 1999.
- 5. COUNTY's total obligation under this Agreement for the reconstruction of CTH Q from Woodland Drive to STH 113 shall not exceed \$1,060,000. Attachment 2 provides an estimate for the cost-sharing on the Project. It is estimated that VILLAGE will spend \$1,552,325.40 on the Project, including engineering and construction management costs. It is estimated that COUNTY will spend \$982,007.60 on the Project, including engineering and construction management costs. Both VILLAGE and COUNTY agree that they have taken the necessary steps to allocate sufficient monies for the Project.
- 6. COUNTY shall reimburse VILLAGE within 60 days after invoices are received by the COUNTY.
- 7. All invoices must be received within one year of completion of project for payment to be made.
- 8. During the term of this Agreement, VILLAGE, TOWN, and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plan.
- 9. 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.

- 10. This Agreement may be amended in writing upon agreement by all parties.
- 11. 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.
- 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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

FOR THE COUNTY:

Date Signed:	
	Joe Parisi, Dane County Executive
Date Signed:	
	Scott McDonell, Dane County Clerk
FOR THE VILI	LAGE OF WAUNAKEE:
Date Signed: 6/13/17	Spir J. Tellner
/ '	Chris Zellner, Village President
- 11.5 P.H	Dan Nan
Date Signed: Lefi3/17	Jule Helt, Village Clerk
FOR THE TO	WN OF WESTPORT:
Date Signed: 6 13 17	Dim Thompson
·	Dean Grosskopf, Town Chair
Date Signed: (13/17	Thomas J. Willey
•	Thomas G. Wilson, Town Clerk

Attachments: Attachment 1 – Project Map
Attachment 2 – Estimate for Cost Sharing



2017 Century Avenue Improvements - AS-BID Cost Summary VIIIage of Waunakee 3/13/2017

	Item No.	Dascription	Quantity	Unit		R.G. Huston Unit Price	Extension		Vil lage Share			Dane County Share		
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				-	R.G. Huston Unit								
Item No.	Description	Quantity	Unit		Price		Extension		Village Share			Dane County Share	
Storm Sewer		ļ		_		<u> </u>							
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51	5-FT DIA Storm Sewer Manhote	11	- EA	3	2,470.00	\$	2,470 00	1	1,235 00	ļ	5	1,235.00	ļ
52	8-FT DIA Storm Sower Manhole	11	EA	-\$	7 520.00	\$	7,520.00	8	3,760.00	ļ		3.760.00	
53	2-FT DIA Slorm Sewer Catch Basin	1	EA	\$	1,290,00	_5_	1_290 00	\$	645.00		\$_	645.00	
55	2-FT X 3-FT Inlet, with Type D Inlet protection	24	EA	5	1,900 00	\$	45,600.00	£	22,800.00		_\$_	22,300.00	ļ
56	12-IN Storm Sever	412	LF	.5.	59 00	\$	24,308.00	\$_	12,154.00		<u>δ</u>	12,154.00	
57	15-IN Storm Sever	299	LF LF	3	46.40	5	13,873.60	-\$-	6,936.80	 -	3.	5,935.80	
58	24-th Storm Sewer	10 273	LF	\$	106 50	5	1,065 00	\$	532.50	 	\$	532 50	1
59	30-IN Storm Sewer	66	LF	S	52.40	\$	14,305.20	5	7,152.60		. 5	7,152 60	
60	14±23-IN HERCP Storm Sewer	33	LE	\$	83.00 86.50	ş	5,478 00	S S	2,739.00		5	2,739 00	1
61	12-IN RCP Apron Endwall with Grate	6	EA	\$		\$	2,854 50		1,427.25		\$	1,427 25	
62	14x23-IN HERCP Apron Endwall with Grate	2	EA	\$	1	s	11,250.00 3,710.00	\$\$_ \$	5,625.00	 	5	5,625.00	
63	30 IN RCP Apron Endwall with Grate	1	EA	5	3,445.00	5	3,710.00	. \$	1,855.00	 	\$	1,855.00	-
64	Remove Existing Culverts, STA 23+50	,	LS.	\$	1,190.00	\$	1,190.00	5	1,722 50 595.00		5	1,722.50	
65	Remove Existing Starm Structure	8	EA	5	835.00	\$	6,680.00	3 S	3,340.00	 	1	595.00	
56	Remove and Reset Endwall	1	EA	\$	1,455.00	3	1,455 00	\$	727.50		\$	3,340 00 727.50	
67	Connect to Existing Storm Sewer Pipe	8	EA	3	925 00	5	7,400 00	_P_ \$	3,700.00		\$	3,700.00	1
69	Connect to Existing Starm Sever Manhole	7	EA	5	1,710.00	5	11,970.00		5,985 00		5	5,985 00	T
				Ľ			1127.4.70		2000	i — —	_	2,502,00	
	Group Sublotal			Γ		5	173,164 30	\$	86,582.15		5	86,582 15	
Utilities									32,000		Ť		
69	Exploratory Excavation, 4-feet Deep and Shallower	4	EA	\$	800 00	5	3,200.00	\$	3,200.00		ş		
70	Exploratory Excavation 4-feet to 10-feet Deep	4	ĘΑ	\$	1060 00	\$	4,240 00	\$	4,240.00		\$	_	
71	Ductie Iron Water Main, 10-IN	381	LF	ş	70,40	3	26,822.40	\$	26,822.40		\$		
72	Ductila Iron Water Main, 8-94	976	LF	5	57 00	ş	50,046 00	3	50,046.00		ş		
73	Duchle Iron Water Main, 6-IN	77	UF	5	67.00	5	5,159.00	_\$_	5,159.00		5		
74	Gale Valve and Road Box, 10-IN	3	EA	\$	2010.00	_5_	6,030.00	<u>\$</u>	6,030.00		_\$_		
75	Gate Valve and Road Box, 8-IN	2	ĘΑ	5	1495 00	\$	2,990.00	5_	2,990,00		\$		
76	Gale Valve and Road Box, 6-IN	4	EA	5	1160 00	\$	4,640.00	S	4,640.00		S		
77	1-IN and 1 1/4 Corporation, Curb Stop and Box	4	EA	5	400 00	5	1,600.00	څـــ	1,600.00				ļ
78	1-inch and 1 1/4 inch Water Service	144	L,F	5	41.00	5	5,904 00	\$	5,904 00		5	<u> </u>	ļ
79	Connect to Existing Water Service	4	EA	5	385.00	<u>s</u>	1,540 00	3	1.540.00		ş	<u> </u>	
80	Connect to Existing Water Main	11	EA	.\$	1750 00	5	19,250.00	\$	19,250 00		\$		
81	Replace Water Valve Box, Undistributed	5	EA.	5	580.00	-\$	3,400 00	. 5	3,400.00	ļ	-5	•	ļ
82	Fire Hydrant	3	EA	\$	2980 00	\$	8,940 DD	_\$_	6,940.00		5	<u> </u>	ļ
93	Remova Fire Hydrani	2	EA	.\$	525 00	_\$_	1,050 00	<u>s</u>	1,050,00		\$		
84	Abandon Existing Water Main	1	<u> </u>	-\$	3690.CQ	\$_	3,690 00	_5_	3,690.00	-	\$		
85	Connect to Exating Sanitary Sewer	7	EA	5	850 00	S	5,950.00	5	5,950.00		\$		
96	Connect to Exating Sansary Sewer Manhole	22	EA	S	1755.00	-5	3,510.00	-5_	3,510.00		3		
87	8-IN Sanitary Sevice	1,870	LF.	5	52 70	5	98,549.00	.5	98,549.00		\$		
88	10-IN Sanitary Sewer	40	LF.	3	99 20	Ş	3,968.00	5	3 968 00		\$	<u> </u>	
89	4-FT DIA Sandary Sewer Manhole	5	EA_	\$	2660 00	_\$.	13,300.00	\$_	13,300 00		\$		
90	Connect to Existing Sentary Lateral	82	EA LF	- S.	1110.00	\$	3,330.00	\$	3,330.00		\$		—
	AT PVC Spriary Lateral with Tracer Wire	82 82	LF	\$ \$	42 50 1 75	\$	3,485 GO 143,50	s	3,485.00 143.50		\$ \$	•	
92	6 PVC Sanitary Leigral Surcharge	3	EA.	\$	1/5 310 00	· }	930 00	. š	930.00		S	· ·	
84 83	Tracer Wire Access Box Adjust Existing Manhole Casting	2	EA	<u>\$</u>	235.00	_ }	470.00	3	930.00 470.00		\$	<u> </u>	
	New Munhole Casting	2	EA	£	700.00	S	1,400.00	\$	1,490,00		\$		
	Manhole Chimney Seal	4	EA.	5	375.00	S	1,500.00	\$	1,500.00		5		
	Remove Existing Sanitary Sewer Manhole	5	EA	s	930 00	5	4,650.00	\$	4,650.00		\$	_	
98	Abandon Existing Sandary Seyler Main	1	ĻS	s	2800.00	S	2,800.00	ŝ	2,800.00		5		
	Hauled in Granular Fill	2,000	TON	\$	10.60	5	21,200.00	\$	21,200.00		\$		
	Group Subtotel					5	313,686,90	ş	313,586 90		\$	-	
					All items Subjoint	\$	1,995,351,49	\$	1,222,186 70		s	773,164.60	
				_ 4	Configeration (10%)	5	199,535,15	Ś	122,218.67		-3	77,316 48	
					Total	\$	2,194,900	5	1,344.410	61_3%	3	650,480	38.79
													1
	Ennincering and Construction Management			-								County	
					Total				Village Share	61.3%		County Share	38.7%
	Design Enpir	eering/Bidding		5	185,800.00			\$	113,306		\$	71,994	
1	Construction Management (7% of Con-	struction Total)		5	153,643.00		1	\$	94 109 40		5	59,533.60	i