

Res 149

Dane County Contract Cover Sheet

Dept./Division	LWRD/Parks	Contract # <small>Admin will assign</small>	13763
Vendor Name	Cities of Madison & Fitchburg	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	1384 & 1383	Type of Contract	
Brief Contract Title/Description	Agreement to share costs & responsibilities of a hydrologic review, site investigation & design of solutions for stormwater conveyance & ponds at the intersection of various bike trails..	<input type="checkbox"/>	Dane County Contract
Contract Term	3-12-19 to 12-31-19	<input type="checkbox"/>	Grant
Total Contract Amount	\$ 60,000	<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

Purchasing Authority	<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 checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	LEWSLUNY	Obj Code	58823	Amount	\$
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$


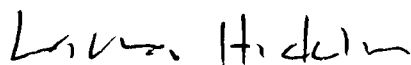
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			149
			2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/11/19		
me	Controller		7/22/19	
St	Purchasing	7/16/19	7/16/19	
St	Corporation Counsel	7/15/19	7/15/19	
St	Risk Management	7/12/19	7/12/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	Greg Fries & Lisa Coleman
Phone #	224-3757	Phone #	608-267-1199 & 607-270-4261
Email	crary@countyofdane.com	Email	Lisa.Coleman@fitchburgwi.gov
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	GFries@cityofmadison.com

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		7/5/11
	Printed Name	
		

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

2019 RES-149

AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF FITCHBURG,
CITY OF MADISON & DANE COUNTY FOR TRAIL STORMWATER CONVEYANCE

The Land & Water Resources Department – Parks Division, City of Fitchburg and the City of Madison have determined that a hydrologic review, site investigation and design of solutions for stormwater conveyance and ponds is necessary in the area of the intersection of the Capital City State Trail, Badger State Trail, Cannonball Trail and the Southwest Bike Path.

Each municipality will contribute equally in the cost of the project. Total project costs shall not exceed \$60,000. Dane County will be responsible for payment of vendor invoices and accounting of project costs. City of Fitchburg and Madison will provide payment of their contributions to the county no more than 60 days from the completion of the project.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors and the Dane County Executive hereby authorizes the Intergovernmental Agreement between the City of Fitchburg, City of Verona and Dane County,

BE IT FINALLY RESOLVED, that a new revenue account LEWSLUNY Capital Trail Rehab Revenue be established for \$40,000 and expenditure account LEWSLUNY 58823 Capital Trail Rehab be increased \$40,000. All Funds shall be carried forward until realized and expended.

**AGREEMENT
FOR A HYDROLOGIC REVIEW, SITE INVESTIGATION AND DESIGN SOLUTIONS FOR STORMWATER
CONVEYANCE AT THE INTERSECTION OF THE CAPITAL CITY STATE TRAIL, BADGER STATE TRAIL,
CANNONBALL TRAIL AND THE SOUTHWEST BIKE PATH**

THIS AGREEMENT, made and entered into by and between the County of Dane, a municipal corporation in the State of Wisconsin (hereinafter referred to as "COUNTY"), and the City of Madison, municipal corporation of the State of Wisconsin (hereinafter referred to as "MADISON"), and the City of Fitchburg, municipal corporation of the State of Wisconsin (hereinafter referred to as "FITCHBURG"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the MADISON, FITCHBURG, and the COUNTY have determined that a hydrologic review, site investigation, and design of solutions for stormwater conveyance and ponds is necessary in the area of the intersection of the Capital City State Trail, Badger State Trail, Cannonball Trail and the Southwest Bike Path hereinafter referred to as "Project" (see Exhibit 1); and

WHEREAS, maintenance responsibilities for the paths and trails are still under other formalized agreements and easements; and

WHEREAS, pursuant to Section 66.0301 Wis. Stats., FITCHBURG, MADISON, and COUNTY wish to formalize arrangements for each parties share of the Local Costs of the Project;

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, FITCHBURG, MADISON, and COUNTY do agree as follows:


1. The COUNTY will be responsible for soliciting consultant proposals through a Request for Proposals provided by MADISON and contract administration. MADISON will be responsible for Project management and coordinating the planning process with the Consultant, COUNTY, FITCHBURG and DNR.
2. The COUNTY, MADISON and FITCHBURG will equally share in the cost of the Project. The COUNTY, MADISON and FITCHBURG will each contribute \$20,000 directly to an agreed upon lump sum amount not to exceed \$60,000 to cover the local portion of Project costs, payable upon completion of the Project.
3. The COUNTY will be responsible for the payment of vendor invoices and accounting of project costs. MADISON and FITCHBURG will provide final payment of their agreed upon contribution to the COUNTY no more than 60 days from the completion of the project.
4. The Project is intended to start in April, 2019 and be completed by December, 2019.
5. When possible, portions of this Project will be used by the COUNTY for the Capital City Trail Phase 3 reconstruction project not to begin before 2020.
6. MADISON, COUNTY, and FITCHBURG agree to communicate regularly through the life of the Project with stakeholder partners including the Wisconsin Department of Transportation and Wisconsin Department of Natural Resources, and to convene at the completion of this Project to identify the preferred solution and to identify funding and implementation responsibilities.
7. 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.

8. 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.
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 or persons executing this Agreement on its behalf is authorized to do so.
10. 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 CITY OF FITCHBURG

Date Signed: 03/12/19


Jason Gonzalez, Mayor

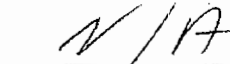
Date Signed: 3.14.19


Patrick Marsh, City Administrator

Date Signed: 3-14-19


Misty Dodge, Finance Director

Date Signed: _____


Valerie Zisman, City Attorney

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

CITY OF MADISON, WISCONSIN
a municipal corporation:

By: _____
Satya Rhodes-Conway, Mayor

Date: 20 June 2019

Approved:

By: David P. Schmiedicke
for David P. Schmiedicke, Finance Director

Date: 6-19-19

By: Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date: 6/19/19

By: Eric V. Veum for
Eric V. Veum, Risk Manager

Date: 6.17.19

Approved as to Form:

By: Michael P. May
Michael P. May, City Attorney

Date: 20 JUNE 2019

FOR THE COUNTY OF DANE

Date Signed: _____

Joseph Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

Exhibit 1

AGREEMENT

FOR A HYDROLOGIC REVIEW, SITE INVESTIGATION AND DESIGN SOLUTIONS FOR STORM-WATER CONVEYANCE AT THE INTERSECTION OF THE CAPITAL CITY STATE TRAIL, BADGER STATE TRAIL, CANNONBALL TRAIL AND THE SOUTHWEST BIKE PATH

