

Dane County Contract Cover Sheet

Revised 01/2024

Res 053

Dept./Division	Highway		
Vendor Name	Village of Mazomanie	MUNIS #	5049
Brief Contract Title/Description	Agreement for the design of CTH Y Bridge in the Village of Mazomanie		
Contract Term	06/01/2024-12/31/2026		
Contract Amount	\$40,000		

Contract # Admin will assign	15530
Type of Contract	
<input 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	Angie Volkman
Phone #	608.266.4065	Phone #	608.795.2100
Email	rast@danecounty.gov	Email	avolkman@villageofmazomanie.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	N/A	Org:	HWCONCAP	Obj:	58224	Proj:	\$ 40,000.00
	County is lead on this project		rg:		Obj:		Proj:	\$
	Year		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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	053
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input 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: 2024.06.13 07:34:01 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/13/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 20, 2024 1:42 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15530
Attachments: 15530.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/20/2024 1:54 PM	Approve: 6/20/2024 1:55 PM
	Patten (Purchasing), Peter		Approve: 6/20/2024 4:21 PM
	Gault, David	Read: 6/20/2024 2:02 PM	Approve: 6/20/2024 2:04 PM
	Cotillier, Joshua		Approve: 6/21/2024 8:39 AM
	Stavn, Stephanie	Read: 6/21/2024 8:49 AM	
	Oby, Joe		

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

Contract #15530
Department: Highway
Vendor: Village of Mazomanie
Contract Description: Design of CTH Y Bridge in the Village of Mazomanie (Res 053)
Contract Term: 6/1/24 -12/31/26
Contract Amount: \$40,000.00

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.

2024 RES-053

**AGREEMENT FOR THE DESIGN OF CTH Y BRIDGE
IN THE VILLAGE OF MAZOMANIE**

The Dane County Highway & Transportation Department and representatives of the Village of Mazomanie have determined that the CTH Y Bridge B-13-0026 is in need of replacement.

Funding for the design of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects. The County's share shall not exceed \$40,000.

The department has funds available in account HWCONCAP-58224 for the project costs.

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 Village of Mazomanie.

BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2024, in the above mentioned accounts be carried forward to 2025.

**AGREEMENT FOR THE DESIGN OF
CTH Y BRIDGE IN THE VILLAGE OF MAZOMANIE**

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 Village of MAZOMANIE a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

WITNESSETH:

WHEREAS, VILLAGE and COUNTY have determined that the CTH Y Bridge (B-13-0026), located in VILLAGE, is in need of replacement ("the Project") which will require contributions from STATE (Federal Bridge Program), VILLAGE and COUNTY; and

WHEREAS, the Project will be financed by a combination of STATE, COUNTY and VILLAGE 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 pursuant to Section 66.0301 Wis. Stats. VILLAGE and COUNTY wish to formalize arrangements for the local share of 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, VILLAGE and COUNTY do agree as follows:

1. The Project shall consist of the design of the CTH Y Bridge. The Project includes the widening of the bridge and the installation of wider sidewalks.
2. The STATE shall LET the Project and the COUNTY shall be the local lead on the Project.
3. The Design of this Project is approved for 80% Federal funding. However, the federal funding on the Project is capped and certain items are not eligible for federal participation.
4. The Design will be fully completed in 2026.
5. COUNTY and VILLAGE agree to joint financial participation 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.
6. Real Estate acquisition is the responsibility of the VILLAGE, and those costs are not part of this agreement.

7. COUNTY's total obligations under this Design Agreement shall not exceed \$40,000. It is the intent of the parties that there be a cost-sharing for all allowable costs not covered by the STATE as per the aforementioned Policy on Joint Projects with Municipalities.
8. VILLAGES's total obligations under this Design Agreement shall not exceed \$5,000.
9. A separate agreement will address the cost participation for the construction of the project. Construction is expected to take place in 2026.
10. COUNTY shall bill VILLAGE within 60 days after invoices are received. VILLAGE shall reimburse COUNTY within 60 days of billing, for completed services according to the responsibilities stated above.
11. During the term of this Agreement, VILLAGE 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. VILLAGE 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.
12. 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.
13. 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.
14. This Agreement may be amended only by written agreement of the parties.

- 15. This Agreement contains the entire agreement of the parties and supersedes any and all prior agreements or oral understandings among the parties.
- 16. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- 17. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

FOR THE COUNTY:

Date Signed: _____


Jamie Kuhn, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE VILLAGE OF MAZOMANIE

Date Signed: 6/11/2024


Gary Harrop, Village President

Date Signed: 6/11/2024


Angie Volkman, Village Clerk