

# Dane County Contract Cover Sheet

Revised 01/2024

Res 041

<b>Dept./Division</b>	Highway & Transportation		
<b>Vendor Name</b>	City of Middleton	<b>MUNIS #</b>	1386
<b>Brief Contract Title/Description</b>	Agreement for the design of CTH M bridge and Branch St intersection in the City of Middleton		
<b>Contract Term</b>	05/01/24 - 12/31/26		
<b>Contract Amount</b>	\$50,000		

<b>Contract #</b> Admin will assign	15508
<b>Type of Contract</b>	
<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	
<b>Name</b>	Tricia Rast	<b>Name</b>	Shawn Stauske
<b>Phone #</b>	608.266.4065	<b>Phone #</b>	608.821.8381
<b>Email</b>	rast@danecounty.gov	<b>Email</b>	sstauske@cityofmiddleton.us
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<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)	<b>RFB/RFP #</b>
	<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	

<b>MUNIS Req.</b>	<b>Req #</b> N/A	<b>Org:</b> HWCONCAP	<b>Obj:</b> 58185	<b>Proj:</b>	\$ 50,000.00
	County is lead on this project	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	\$

<b>Budget Amendment</b>	
<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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	041
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2024

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2024.05.30 08:46:20 -05'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 5/30/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, May 31, 2024 10:31 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15508  
**Attachments:** 15508.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/31/2024 11:16 AM	Approve: 5/31/2024 11:17 AM
	Patten (Purchasing), Peter		Approve: 5/31/2024 12:34 PM
	Gault, David	Read: 5/31/2024 10:42 AM	Approve: 5/31/2024 10:43 AM
	Cotillier, Joshua		Approve: 5/31/2024 11:39 AM
	Stavn, Stephanie	Read: 5/31/2024 12:52 PM	
	Oby, Joe		

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

Contract #15508  
Department: Highway  
Vendor: City of Middleton  
Contract Description: Agreement for Design of CTH M bridge & Branch St intersection (Res 041)  
Contract Term: 5/1/24 – 12/31/26  
Contract Amount: \$50,000.00

*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.

1 **2024 RES-041**

2 **AGREEMENT FOR THE DESIGN OF CTH M BRIDGE AND BRANCH STREET**  
3 **INTERSECTION IN THE CITY OF MIDDLETON**

4  
5 The Dane County Highway & Transportation Department and representatives of the City of  
6 Middleton have determined that the CTH M Bridge B-13-0046 and Branch Street  
7 Intersection are in need of reconstruction.

8  
9 Funding for the design of the project is to be accomplished in accordance with past policies  
10 of cost sharing on similar CTH projects. The County's share shall not exceed \$50,000.

11  
12 The department has funds available in account HWCONCAP-58185 for the project costs.

13  
14 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be  
15 authorized and directed to execute this cost sharing agreement on behalf of Dane County,  
16 with the City of Middleton.

17  
18 BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2024, in the  
19 above mentioned accounts be carried forward to 2025.

**AGREEMENT FOR THE DESIGN OF CTH M BRIDGE AND  
BRANCH STREET INTERSECTION IN THE CITY OF MIDDLETON**

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 Middleton a municipal corporation in the State of Wisconsin (hereinafter referred to as "CITY")

**WITNESSETH:**

**WHEREAS**, CITY and COUNTY have determined that the CTH M Bridge (B-13-0046), located in the CITY, is in need of replacement ("the Project") which will require contributions from STATE (Federal Bridge Program), 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** pursuant to Section 66.0301 Wis. Stats. CITY 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, CITY and COUNTY do agree as follows:

1. The Project shall consist of the design of the CTH M Bridge and Branch St intersection. The Project includes the widening of the bridge to accommodate a bicycle path, lengthening the bridge to accommodate a bicycle path under the bridge, and the reconstruction of the Branch St Intersection to add a westbound left turn lane onto Branch St.
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 CITY 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 CITY, and those costs are not part of this agreement.
7. COUNTY's total obligations under this Design Agreement shall not exceed \$50,000. 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. CITYS's total obligations under this Design Agreement shall not exceed \$50,000.
9. A separate agreement will address the cost participation for the construction of the project. Construction is expected to take place in 2027.
10. COUNTY shall bill CITY within 60 days after invoices are received. CITY shall reimburse COUNTY within 60 days of billing, for completed services according to the responsibilities stated above.
11. 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.
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 CITY OF MIDDLETON**

Date Signed: May 30, 2024

\_\_\_\_\_  
*Emily Kuhn*  
Emily Kuhn, City Mayor

Date Signed: May 30, 2024

\_\_\_\_\_  
*Lorie J. Burns*  
Lorie J. Burns, City Clerk