Dane County Contract Cover Sheet Revised 01/2024

Dept./Division	Highway & Transportation				
Vendor Name	Village of Cambridge MUNIS #		8462		
Brief Contract Title/Description	Agreement for the design of CTH PQ bridge in the Village of Cambridge				
Contract Term	05/01/24-12/31/26				
Contract Amount	\$15,000				

Res 042

Contract # Admin will assign	15509			
Type of Contract				
Dane	Dane County Contract			
Interg	Intergovernmental			
Coun	County Lessee			
Coun	County Lessor			
Purcl	Purchase of Property			
Prop	Property Sale			
Gran	Grant			
Othe	Other			

Contract Ter	Contract Term 05/01/24-12/31/26				┝╫	Purchase of Property Property Sale			
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Phone #		608.266		Phone #			8.423.37		
Email		rast@daneco	ounty.gov	Email		lmoen@	gci.cambridg	ge.wi.us	
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APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached				
DOA:	Date In: <u>5/30/24</u>	Date Out:	X Controller, Purchasing, Corp Counsel, Risk Management	

Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, May 31, 2024 12:10 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #15509 **Attachments:** 15509.pdf

Tracking: Recipient Read Response

Hicklin, Charles Read: 5/31/2024 12:16 PM Approve: 5/31/2024 12:16 PM

Patten (Purchasing), Peter Approve: 5/31/2024 12:34 PM

Gault, David Read: 5/31/2024 1:41 PM Approve: 5/31/2024 1:42 PM

Cotillier, Joshua Approve: 5/31/2024 1:12 PM

Stavn, Stephanie Read: 5/31/2024 12:53 PM

Oby, Joe

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

Contract #15509
Department: Highway

Vendor: Village of Cambridge

Contract Description: Agreement for Design of CTH PQ bridge (Res 042)

Contract Term: 5/1/24 – 12/31/26 Contract Amount: \$15,000.00

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-042 1 AGREEMENT FOR THE DESIGN OF CTH PQ BRIDGE 2 IN THE VILLAGE OF CAMBRIDGE 3 4 5 The Dane County Highway & Transportation Department and representatives of the Village of Cambridge have determined that the CTH PQ Bridge B-13-0072 is in need of 6 replacement. 7 8 Funding for the design of the project is to be accomplished in accordance with past policies 9 of cost sharing on similar CTH projects. The County's share shall not exceed \$15,000. 10 11 12 The department has funds available in account HWCONCAP-59239 for the project costs. 13 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be 14 authorized and directed to execute this cost sharing agreement on behalf of Dane County, 15 with the Village of Cambridge. 16 17 BE IT FINALLY RESOVED that any unexpended funds as of December 31, 2024, in the 18 above mentioned accounts be carried forward to 2025. 19

15509

AGREEMENT FOR THE DESIGN OF CTH PQ BRIDGE IN THE VILLAGE OF CAMBRIDGE

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

WITNESSETH:

WHEREAS, VILLAGE and COUNTY have determined that the CTH PQ Bridge (B-13-0072), 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 PQ 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 100% 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 \$15,000. 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. VILLAGE'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. As per the Jurisdiction Transfer agreement signed by the COUNTY on 6/12/2018, the ownership and maintenance responsibilities of this bridge will be transferred to the VILLAGE upon completion of the Project.
- 11. 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.
- 12. 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, martial 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.
- 13. 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.
- 14. 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.

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

FOR THE COUNTY:

Date Signed:	, Dane County Executive
Date Signed:	Scott McDonell, Dane County Clerk
Date Signed: May 14 2024	CAMBRIDGE ()
Date Signed: May 15, 2024	Mark McNally Village President A Ban Den Lisa Moen, Village Clerk