City of Stoughton, 381 E Main Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into an agreement with Dane County for a Street Construction Project of CTH N (Veterans Road) from USH 51 to Academy Street

Committee Action: Finance Committee meets March 13, 2018

Fiscal Impact: $230,000

File Number:	R - -2018	**Date Introduced:**	March 13, 2018

WHEREAS, the City of Stoughton is planning to rehab Veterans Road from USH 51 to Academy Street; and

WHEREAS, this segment of street is also a County Highway; and

WHEREAS, there are efficiencies to work cooperatively to rehabilitate and improve this street; and

WHEREAS, Dane County is prepared to manage and construct this project with the City sharing in the expenses; and

WHEREAS, the City has budgeted funds for this project; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) are hereby directed and authorized to enter into an agreement with Dane County for approximately $230,000 to rehabilitate and improve Veterans Road (CTH N) from USH 51 to Academy Street.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Donna Olson, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

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AGREEMENT FOR THE RECONSTRUCTION OF CTH N
IN THE CITY OF STOUGHTON

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

WITNESSETH:

WHEREAS CITY and COUNTY have determined that the portion of County Trunk Highway ("CTH") N from CTH A to USH 51 which is located within CITY, is in need of reconstruction ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the Project will be financed by a combination of 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 Project's cost;

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 reconstruction of CTH N from CTH A north to USH 51.

2. The project will be fully completed in 2018.

3. COUNTY and CITY agree to joint financial participation in those construction costs for the Project which lie within the corporate limits of the CITY, as set forth in this Agreement, attached Exhibit A which is incorporated herein as though fully stated, and the Dane County Dept. of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities.

4. COUNTY's total obligations under this agreement, for the construction, shall not exceed $352,255.75.

5. CITY total obligations under this agreement, for the construction, shall not exceed $229,220.75.

6. 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 herein.

7. 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, 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. 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.

8. 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.

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 executing this Agreement on its behalf is authorized to do so.

10. Any amendment to this Agreement shall be by written consent of the parties.

11. 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 COUNTY:

Date Signed:_____ _____
Joe Parisi, Dane County Executive

Date Signed:_____ _____
Scott McDonell, Dane County Clerk

FOR THE CITY OF STOUGHTON:

Date Signed:_____ _____
Donna Olson, City Mayor

Date Signed:_____ _____
Holly Licht, City Clerk

EXHIBIT "A"

Dane County Highway Department
Cost Estimate
CTH N (CTH A to USH 51)

**Cost split is 50/50 except where indicated on the Item Description Line*

Line No.	Item Description	Units	Estimated Qty	Unit Price	Estimated Total	City of Stoughton (%)	City of Stoughton ($)	Dane County (%)	Dane County ($)
1	***Milling (total)***	*SY*	*10,825.00*						
	Milling - 50/50 Split City and County	SY	7,700.00	3.00	23,100.00	50%	11,550.00	50%	11,550.00
	Milling - 100% Dane County	SY	3,125.00	3.00	9,375.00	0%	-	100%	9,375.00
2	Pulverizing	SY	1,450.00	3.00	4,350.00	50%	2,175.00	50%	2,175.00
3	***Asphalt Pavement (total)***	*TON*	*3,950.00*						
	Asphalt Pavement - 50/50 Split City and County	TON	2,950.00	60.00	177,000.00	50%	88,500.00	50%	88,500.00
	Asphalt Pavement - 100% Dane County	TON	1,000.00	60.00	60,000.00	0%	-	100%	60,000.00
4	Concrete Curb & Gutter, 30-Inch Type D - 75/25 Split	LF	1,250.00	20.00	25,000.00	75%	18,750.00	25%	6,250.00
5	***Remove & Replace Concrete C&G, 30-Inch Type D (total)***	LF	*615.00*						
	Rem. & Repl. Concrete C&G, 30-Inch - 75/25 Split	LF	300.00	25.00	7,500.00	75%	5,625.00	25%	1,875.00
	Rem. & Repl. Concrete C&G, 30-Inch - 50/50 Split	LF	315.00	25.00	7,875.00	50%	3,937.50	50%	3,937.50
6	***Removing Sidewalk (total)***	LF	*1,540.00*						
	Removing Sidewalk - 75/25 Split City and County	SF	830.00	2.00	1,660.00	75%	1,245.00	25%	415.00
	Removing Sidewalk - 50/50 Split City and County	SF	710.00	2.00	1,420.00	50%	710.00	50%	710.00
7	***Concrete Sidewalk 5-Inch (total)***	SF	3,875.00						
	Concrete Sidewalk 5-Inch 50/50 Split City and County	SF	955.00	7.00	6,685.00	50%	3,342.50	50%	3,342.50
	Concrete Sidewalk 5-Inch 75/25 Split City and County	SF	2,920.00	7.00	20,440.00	75%	15,330.00	25%	5,110.00
8	***Concrete Sidewalk 7-Inch (total)***	SF	830.00						
	Concrete Sidewalk 7-Inch 100% City	SF	730.00	10.00	7,300.00	100%	7,300.00	0%	-
	Concrete Sidewalk 7-Inch 75/25 Split City and County	SF	100.00	10.00	1,000.00	75%	750.00	25%	250.00
9	Detectable Warning Fields	SF	60.00	30.00	1,800.00	50%	900.00	50%	900.00
10	***Breaker Run (total)***	*TON*	2,225.00						
	Breaker Run - 50/50 Split City and County	TON	1,100.00	15.00	16,500.00	50%	8,250.00	50%	8,250.00
	Breaker Run - 100% Dane County	TON	1,125.00	15.00	16,875.00	0%	-	100%	16,875.00
11	***1 1/4-Inch Basecourse (total)***	*TON*	*1,140.00*						
	1 1/4-Inch Basecourse - 50/50 Split City and County	TON	610.00	15.00	9,150.00	50%	4,575.00	50%	4,575.00
	1 1/4-Inch Basecourse - 100% Dane County	TON	530.00	15.00	7,950.00	0%	-	100%	7,950.00
12	3/4-Inch Basecourse - 100% Dane County	TON	150.00	15.00	2,250.00	0%	-	100%	2,250.00
13	Sawing Asphalt	LF	300.00	2.00	600.00	50%	300.00	50%	300.00
14	Silt Fence	LF	400.00	1.50	600.00	50%	300.00	50%	300.00
15	***Erosion Mat (total)***	SF	27,500.00						
	Erosion Mat - 50/50 Split City and County	SF	7,500.00	2.50	18,750.00	50%	9,375.00	50%	9,375.00
	Erosion Mat - 100% Dane County	SF	20,000.00	2.50	50,000.00	0%	-	100%	50,000.00
16	Pipe Underdrain 4" Wrapped	LF	750.00	10.00	7,500.00	50%	3,750.00	50%	3,750.00
17	Stone Ditch Checks - 100% Dane County	EA	2.00	250.00	500.00	0%	-	100%	500.00
18	Stone Tracking Pads	EA	5.00	500.00	2,500.00	50%	1,250.00	50%	1,250.00
19	Inlet Protection Type A	EA	4.00	25.00	100.00	50%	50.00	50%	50.00
20	Inlet Protection type D	EA	13.00	25.00	325.00	50%	162.50	50%	162.50

Line No.	Item Description	Units	Estimated Qty	Unit Price	Estimated Total	City of Stoughton (%)	City of Stoughton ($)	Dane County (%)	Dane County ($)
21	Temporary Culvert Pipe Checks	EA	2.00	50.00	100.00	50%	50.00	50%	50.00
22	Stone Flume	EA	1.00	500.00	500.00	50%	250.00	50%	250.00
23	Riprap	CY	20.00	25.00	500.00	50%	250.00	50%	250.00
24	24" RCP Storm Sewer	LF	92.00	65.00	5,980.00	50%	2,990.00	50%	2,990.00
25	Inlets 2'x3'	EA	5.00	2,000.00	10,000.00	50%	5,000.00	50%	5,000.00
26	24" RCPSS Endwalls	EA	2.00	700.00	1,400.00	50%	700.00	50%	700.00
27	Type H Casting	EA	5.00	250.00	1,250.00	50%	625.00	50%	625.00
28	18" RCP Storm Sewer	LF	18.00	55.00	990.00	50%	495.00	50%	495.00
29	18" RCPSS Endwalls	EA	1.00	500.00	500.00	50%	250.00	50%	250.00
30	15" RCP Storm Sewer	LF	18.00	50.00	900.00	50%	450.00	50%	450.00
31	12" RCP Storm Sewer	LF	92.00	45.00	4,140.00	50%	2,070.00	50%	2,070.00
32	Adjusting Manholes	EA	14.00	250.00	3,500.00	50%	1,750.00	50%	1,750.00
33	Concrete Collar	EA	2.00	250.00	500.00	50%	250.00	50%	250.00
34	Inlet Repair	EA	5.00	250.00	1,250.00	50%	625.00	50%	625.00
35	Pavement Marking	LS	1.00	4,500.00	4,500.00	50%	2,250.00	50%	2,250.00
36	Detour Route	LS	1.00	2,000.00	2,000.00	50%	1,000.00	50%	1,000.00
37	Traffic Control	LS	1.00	2,500.00	2,500.00	50%	1,250.00	50%	1,250.00
				Subtotal	**528,615.00**		**208,382.50**		**320,232.50**
				10% Contigency	52,861.50		20,838.25		32,023.25
				Total	**581,476.50**		**229,220.75**		**352,255.75**