AGREEMENT FOR THE ENGINEERING, RECONSTRUCTION AND MAINTENANCE OF CTH D/FISH HATCHERY ROAD IN THE CITY OF FITCHBURG

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

WITNESSETH:

WHEREAS, CITY and COUNTY have determined that a portion of County Trunk Highway ("CTH") D, from USH 12/18/151 ramps to McKee Road, located in 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, in exchange for COUNTY's financial participation in the Project, CITY has agreed to perform all winter maintenance of CTH D from Greenway Cross to McKee Road starting November 1, 2021; and

WHEREAS, CITY will enter into a separate agreement with the City of Madison for their portion of the Project funding from Greenway Cross north to the USH 12/18 on ramp.

WHEREAS pursuant to Section 66.0301 Wis. Stats. CITY and COUNTY wish to formalize arrangements for 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 reconstruction of CTH D, from USH 12/18/151 ramps to McKee Road. The CITY shall let the Project and shall be the lead on the Project. The scope of the Project shall include the reconstruction of the PROJECT to an urban facility, including: new curb/gutter; asphaltic concrete pavement; on- and off-road bike and pedestrian facilities; concrete pavement at the intersection of Greenway Cross north; concrete pavement at the intersection of McKee Road and work as identified in Attachment A: Estimate of Construction Costs, which is incorporated herein as though fully stated.

2. The Project will be fully completed in 2021.

3. COUNTY and CITY agree to joint financial participation in those construction costs 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.

4. In exchange for the COUNTY's financial contribution, CITY agrees to provide winter maintenance and snow removal on Fish Hatchery Road from Greenway Cross to McKee Road, within the corporate limits of the CITY beginning November 1, 2021.

5. Other routine maintenance, including but not limited to, street lighting, sweeping, landscape maintenance, mowing, and cross walk painting shall remain the responsibility of the CITY. The COUNTY shall perform pothole patching, centerline painting and rubber crack filling as is the current practice. The COUNTY and CITY shall jointly maintain the pavement, including chip sealcoat, future overlays and storm sewer and inlet structures, as per current policy. Maintenance of existing traffic signals shall remain the same as per the existing agreement with the City of Madison. New traffic signals may be added by amendment to the existing City of Madison agreement.

6. COUNTY's total obligations under this Agreement shall not exceed $8,000,000, as itemized in Attachment A. It is the intent of the parties that there be equal cost-sharing for all costs in which COUNTY participates per its "Joint Projects with Municipalities" policy.

7. CITY shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse CITY, within 60 days of billing, for completed services according to the responsibilities stated above.

8. 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.

9. 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.

10. 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.

11. This Agreement may be amended only by written agreement of the parties.

12. This Agreement contains the entire agreements of the parties and supersedes any and all prior agreements or oral understandings among the parties.

13. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

14. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

FOR THE COUNTY:

Date Signed:_____

_____
Joe Parisi, Dane County Executive

Date Signed:_____

_____
Scott McDonell, Dane County Clerk

FOR THE CITY OF FITCHBURG:

Date Signed:_____ _____

Date Signed:_____ _____

EXHIBIT A
COST SHARING SCHEDULE
CTH D / FISH HATCHERY RD (GREENWAY CROSS - MCKEE RD)
DANE COUNTY, CITY OF FITCHBURG & CITY OF MADISON

DESCRIPTION	TOTAL COST	COUNTY %	COUNTY COST	CITY %	C. FITCHBURG COST	CITY %	C. MADISON COST
Roadway Items							
Common Excavation	$1,032,450.00	50.00%	$516,225.00	49.16%	$507,600.00	0.84%	$8,625.00
Base Aggregate Dense 1 1/4-Inch	$766,095.00	50.00%	$383,047.50	49.19%	$376,805.00	0.81%	$6,242.50
Base Aggregate Dense 3-Inch	$867,215.00	50.00%	$433,607.50	50.00%	$433,607.50	0.00%	$0.00
Select Crushed Material (EBS Backfill)	$311,520.00	50.00%	$155,760.00	48.77%	$151,920.00	1.23%	$3,840.00
HMA Pavement	$1,771,000.00	50.00%	$885,500.00	50.00%	$885,500.00	0.00%	$0.00
Tack Coat	$12,050.00	50.00%	$6,025.00	50.00%	$6,025.00	0.00%	$0.00
PCC Concrete, 10-Inch	$163,280.00	50.00%	$81,640.00	0.00%	$0.00	50.00%	$81,640.00
Concrete Sidewalk 5-Inch	$214,762.50	48.90%	$105,018.75	47.80%	$102,656.25	3.30%	$7,087.50
18-Inch Concrete Curb & Gutter, Type D	$148,335.00	50.00%	$74,167.50	48.70%	$72,242.50	1.30%	$1,925.00
30-Inch Concrete Curb & Gutter, Type D	$184,922.50	48.03%	$88,821.25	46.06%	$85,181.25	5.91%	$10,920.00
Concrete Driveway 7-Inch	$52,780.00	46.80%	$24,700.00	46.80%	$24,700.00	6.40%	$3,380.00
Bicycle Path	$137,660.00	50.00%	$68,830.00	50.00%	$68,830.00	0.00%	$0.00
Pipe Underdrain	$19,200.00	50.00%	$9,600.00	50.00%	$9,600.00	0.00%	$0.00
Pavement Marking & Permanent Signing	$109,900.00	50.00%	$54,950.00	46.82%	$51,450.00	3.18%	$3,500.00
Turf Restoration/Landscaping/Trees	$92,100.00	50.00%	$46,050.00	47.88%	$44,100.00	2.12%	$1,950.00
Removal Existing Signals (4 locations, 1 Madison)	$24,000.00	50.00%	$12,000.00	46.88%	$11,250.00	3.13%	$750.00
New Signals (4 locations, 1 Madison)	$953,000.00	50.00%	$476,500.00	47.22%	$450,000.00	2.78%	$26,500.00
Traffic Control	$890,000.00	50.00%	$445,000.00	47.58%	$423,500.00	2.42%	$21,500.00
Mobilization	$830,250.00	50.00%	$415,125.00	48.78%	$405,000.00	1.22%	$10,125.00
Modular Block	$565,000.00	50.00%	$282,500.00	50.00%	$282,500.00	0.00%	$0.00
Railings	$227,500.00	50.00%	$113,750.00	50.00%	$113,750.00	0.00%	$0.00
Golf Course box culvert repair	$27,000.00	50.00%	$13,500.00	50.00%	$13,500.00	0.00%	$0.00
Storm Sewer-Inlet repair/replacements	$218,600.00	50.00%	$109,300.00	48.63%	$106,300.00	1.37%	$3,000.00
Storm Sewer-Upgrade Greenway Cross	$263,200.00	50.00%	$131,600.00	47.49%	$125,000.00	2.51%	$6,600.00
Private Utility Relocations	$485,930.00	50.00%	$242,965.00	48.24%	$234,400.00	1.76%	$8,565.00
CTH PD Add dual NB left and dual SB right	$757,350.00	50.00%	$378,675.00	50.00%	$378,675.00	0.00%	$0.00
Greenway Cross add EB right and modify WB right	$517,590.00	50.00%	$258,795.00	50.00%	$258,795.00	0.00%	$0.00
Subtotal Roadway Items	$11,642,690.00		$5,813,652.50		$5,622,887.50		$206,150.00
15% Contingencies	$1,746,403.50		$872,047.88		$843,433.12		$30,922.50
Total Roadway Items w/Contingencies	$13,389,093.50		$6,685,700.38		$6,466,320.62		$237,072.50
Non-Participating Items							
Sanitary Sewer replacement/lining	$502,000.00	0.00%	$0.00	99.60%	$500,000.00	0.40%	$2,000.00
Water Main replacement (Pike to Greenway Cross)	$325,000.00	0.00%	$0.00	100.00%	$325,000.00	0.00%	$0.00
Water Main appurentences (hydrants, valves etc.)	$50,000.00	0.00%	$0.00	100.00%	$50,000.00	0.00%	$0.00
Road Lighting	$435,625.00	0.00%	$0.00	97.56%	$425,000.00	2.44%	$10,625.00
Traffic Signals (Traceway & Pike Drive)	$450,000.00	0.00%	$0.00	100.00%	$450,000.00	0.00%	$0.00
Other Costs (Split 50/50 C Fitchburg & Dane County)							
Pedestrian Bridge	$188,480.00	50.00%	$94,240.00	50.00%	$94,240.00	0.00%	$0.00
Other Costs							
Engineering (Design and Construction)	$919,463.11	50.00%	$459,731.56	49.36%	$453,841.56	0.64%	$5,890.00
Real Estate	$112,365.00	0.00%	$0.00	86.47%	$97,160.00	13.53%	$15,205.00
TOTAL PROJECT COST	**16,372,026.61**		**7,239,671.93**		**8,861,562.18**		**270,792.50**

EXHIBIT A

COST SHARING SCHEDULE

CTH D / FISH HATCHERY RD (GREENWAY CROSS - MCKEE RD)

DANE COUNTY, CITY OF FITCHBURG & CITY OF MADISON

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