

**Windsor Town Board  
RESOLUTION 2014-11**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN AGREEMENT WITH DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION FOR 2014-2015 BRIDGE INSPECTION**

**WHEREAS**, in accordance with Wis. Stats. § 84.17, all municipal bridges need to be inspected in 2014 and those bridges that are deficient will require a re-inspection in 2015; and

**WHEREAS**, the Town Board finds that the Town of Windsor has a need to secure inspection services with a qualified consultant to inspect all Town of Windsor bridges as per WisDOT and federal requirements;

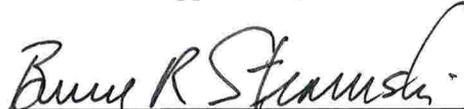
**NOW THEREFORE, BE IT RESOLVED**, by the Town Board of the Town of Windsor that it hereby authorizes the execution of an agreement with the DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION for 2014-2015 bridge inspection services in accordance with the agreement attached hereto as Exhibit A.

The above and foregoing resolution was duly adopted by the Town Board of the Town of Windsor, Dane County, Wisconsin at a meeting held on the 6<sup>th</sup> day of March, 2014 by a vote of 5 ayes and 0 nays.

**Town of Windsor**

  
\_\_\_\_\_  
Robert E. Wipperfurth, Town Chairperson

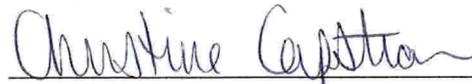
  
\_\_\_\_\_  
Donald G. Madelung, Town Supervisor

  
\_\_\_\_\_  
Bruce Stravinski, Town Supervisor

  
\_\_\_\_\_  
Alan Buchner, Town Supervisor

  
\_\_\_\_\_  
Monica M. Smith, Town Supervisor

Attest:

  
\_\_\_\_\_  
Christine Capstran  
Clerk

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the Town of Windsor, hereinafter referred to as "MUNICIPALITY,"

WITNESSETH:

WHEREAS, pursuant to Sec. 83.035 and Sec. 66.0301, Wis. Stats. and Sec. 25.75 of the Dane County Ordinances, COUNTY is authorized to enter into agreements with local municipalities within the county relating to the financing, planning, establishing, improving, maintaining, using, regulating, vacating, and constructing of public ways within the county; and,

WHEREAS, MUNICIPALITY is desirous of having COUNTY perform work, more particularly described in Item 7 (Proposal/Estimate), on certain highways located within MUNICIPALITY'S jurisdiction;

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, COUNTY and MUNICIPALITY do agree as follows:

1. COUNTY will perform or cause to be performed the road work described in Item 7 (Proposal/Estimate) in a good and workmanlike manner. The road work shall be accomplished as directed by MUNICIPALITY.
2. Each month COUNTY shall supply to MUNICIPALITY a breakdown of all costs incurred by COUNTY in performing such work for the benefit of MUNICIPALITY. MUNICIPALITY shall forthwith pay to COUNTY the entire sum of all actual costs incurred by the COUNTY in the performance of its obligations under this agreement as set forth in Paragraph 5 herein, it being expressly understood by the parties hereto that the estimate set forth in Item 7 (Proposal/Estimate) is in no way a limitation upon reimbursement to COUNTY.
3. 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.
4. Non Discrimination. In the performance of services under the Agreement, each party agrees to abide by its own equal employment, non-discrimination and Affirmative Action requirements.
5. MUNICIPALITY shall pay its obligations under this Agreement within sixty (60) days of billing by COUNTY as specified in Item 2 above, and any obligations remaining unpaid after 60 days of billing shall bear interest at the rate of six percent (6%) per annum from the date of billing.
6. Actual costs incurred by COUNTY under this Agreement include any retroactive pay increases that may be granted to COUNTY employees performing this work.

7. Proposal/Estimate

Location: Those portions of the following road segments in the Town of Windsor :

Routine Bridge Inspections - 4 at \$350 1,400

Total estimated cost per Estimate Sheets (detailed and revised), on file with  
the Dane County Highway and Transportation Department. 1,400

- 8. Each Party warrants for itself that it has complied with all necessary requirements to execute this Agreement, and the signatories to this Agreement represent that they have authority to enter into the Agreement on behalf of their respective Parties.
- 9. COUNTY and MUNICIPALITY agree that each will comply with all applicable state and federal laws in performing the work under this agreement, including but not limited to any applicable wage laws and public bidding laws.
- 10. The entire Agreement of the Parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this Intergovernmental Agreement shall not be amended in any fashion except in writing, executed by the Parties.

IN WITNESS WHEREFORE, MUNICIPALITY and COUNTY have executed this agreement effective as of the date when all parties hereto have affixed their signatures.

FOR THE MUNICIPALITY:

Robert E. Wipperfurth 3-6-14  
Date  
Robert E. Wipperfurth

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FOR THE COUNTY OF DANE:

Gerald Mandli 3/27/14  
Date  
Gerald Mandli, P.E.  
Highway Commissioner

**2014/2015 MUNICIPAL BRIDGE INSPECTION**

Municipality	Road or Street	Structure No.	Bridge Location	Routine Inspection	Interim Inspection	Fracture Critical
Town of Windsor	Windsor Road	B-13-0234	0.5 Mile W Jct CTH CV	1	0	0
Town of Windsor	Portage Road	B-13-0261	0.1 Mile N Jct STH 19	1	0	0
Town of Windsor	Yahara Road	B-13-0282	1.3 Mile S Jct CTH DM	1	0	0
Town of Windsor	Smith Road	B-13-0559	1.8 Mile E Jct CTH I	1	0	0

4 Routine Bridge Inspections at \$350 1,400

0 Interim Bridge Inspections at \$350 0

0 Fracture Critical Inspections at \$3000 0

Estimated Total **1,400**

**THIS IS NOT AN INVOICE! THIS IS ONLY AN ESTIMATE. DANE COUNTY WILL BILL YOU FOR THE ACTUAL COSTS AFTER THE BRIDGE INSPECTIONS HAVE BEEN PERFORMED.**



# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive  
Joe Parisi

2302 Fish Hatchery Road  
Phone: (608) 266-4261

Madison, Wisconsin 53713-2495  
FAX: (608) 266-4269

Commissioner/Director  
Gerald J. Mandli

**TO: Dane County Municipalities**

**FROM: Greggar A. Petersen, Highway Engineer**

**DATE: February 19, 2014**

**SUBJECT: 2014/2015 Bridge Inspection Requirements**

In accordance with State Statute 84.17, all municipal bridges will need to be inspected in 2014, and those bridges that are deficient will require a re-inspection in 2015.

As in the past, our department will arrange a cooperative contract with a consultant to inspect these bridges as per WisDOT and Federal requirements. Enclosed is the bridge list for your municipality as well as an agreement for inspection services. Please review the bridge list for accuracy and to note any bridges scheduled to be replaced in either 2014 or 2015. Bridges that are replaced in either of these years will require an initial inspection within 180 days of the completed construction.

Pedestrian bridges, if any, are included on the attached list. These bridges are not required to be inspected under the statute but they are the local municipalities responsibility to maintain. If you do not wish to have them inspected please indicate this and change the agreement amount.

In 2014, Federal bridge inspection requirements were revised to include additional inspection duties. It is anticipated these new inspection requirements will double the time and cost of the average bridge inspection. The estimated cost of the inspections is \$350 per bridge for routine and interim inspections and \$3,000 per bridge for fracture critical inspections. The actual amount invoiced will be determined from prices submitted with the bridge RFP and will be billed after the work is completed.

During inspection the engineer will note deficiencies. If the deficiencies require further engineering analysis additional charges may be incurred. Any additional charges will be discussed with the municipality prior to the work being performed.

Please execute the enclosed agreement, note any changes or bridges to be replaced, and return it to us no later than March 16, 2014. It can be mailed to the above address, faxed to 608.266.4269, or scanned and e-mailed to [prine@countyofdane.com](mailto:prine@countyofdane.com).

Municipalities that have made or will be making other arrangements for these inspections need to inform the County, in writing, as to who will be performing the service and may disregard the enclosed agreement.

If you have any questions regarding the bridge inspection program, please contact Greggar Petersen at 608.266.9081.

Enclosures

## Tina Butteris

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**From:** Prine, Tricia <Prine@countyofdane.com>  
**Sent:** Monday, May 12, 2014 2:53 PM  
**To:** Tina Butteris  
**Subject:** 2014-15 Executed Bridge Agreement  
**Attachments:** TWindsor.pdf

Attached is your fully-executed copy of the 2014-15 municipal bridge inspection agreement. Please keep it for your records.

The actual routine bridge inspection cost from the Request for Proposal is \$175/bridge which is less than the agreed upon amount of \$350/bridge. The agreement amount will not be revised as you will be sent an invoice for actual costs incurred after the bridge inspection is completed.

Let me know if you have any questions.

***Tricia Prine***

Dane County  
Dept of Public Works, Highway and Transportation  
2302 Fish Hatchery Rd  
Madison, WI 53713  
*Phone:* (608) 266-4065  
*Fax:* (608) 266-4269  
*E-Mail:* [prine@countyofdane.com](mailto:prine@countyofdane.com)