

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2020-15**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE COUNTY OF DANE
FOR 2020-2021 BRIDGE INSPECTION**

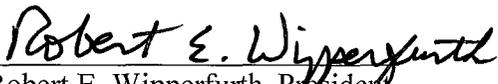
WHEREAS, in accordance with Wis. Stats. § 84.17, all municipal bridges need to be inspected; and

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

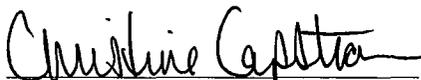
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby authorizes the execution of an agreement with the County of Dane for 2020-2021 bridge inspection services in accordance with the agreement attached hereto as Exhibit A. The Village President, Village Attorney and Staff are authorized to execute the contract and all associated documents, as approved by the Village Attorney, on behalf of the Village.

The above and foregoing resolution was duly adopted by the Village Board of the Village of Windsor, Dane County, Wisconsin at a meeting held on the 5th day of March, 2020 by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A: Bridge Inspection Agreement



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 6, 2020

SUBJECT: 2020/2021 Bridge Inspection Requirements

In accordance with State Statute 84.17, all municipal bridges will need to be inspected in 2020, and those bridges that are deficient will require a re-inspection in 2021

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 note any bridges scheduled to be replaced in either 2020 or 2021. 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 municipality's responsibility to maintain. If you do not wish to have them inspected please indicate this and change the agreement amount.

The estimated cost of the inspections is \$300 per bridge for routine inspections and \$1,500 per bridge for fracture critical inspections.

Please note that this agreement is just an estimate and the estimated cost should not be paid at this time. Dane County will bill you for actual costs after the bridge inspections have been performed. The actual amount invoiced will be determined from prices submitted with the bridge RFP.

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 6, 2020. It can be mailed to the above address, faxed to 608.266.4269, or scanned and e-mailed to rast@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

AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Dane, hereinafter referred to as "COUNTY," and the VILLAGE 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 structures listed on the attached detail sheet in the VILLAGE OF WINDSOR :

Routine Bridge Inspections - 5 at \$300 1,500

Total estimated cost per attached detail sheet This is not an invoice. 1,500

- 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. Wijperjuth 3-5-20
Date

Christine Capetra 3-5-20
Date

Date

Date

If you would like to be notified by the consultant prior to inspections enter contact information here

Name	Email Address	Phone
Davis Clark	davis@windserwi.gov	608-235-1196

FOR THE COUNTY OF DANE:

Gerald Mandli, P.E. Date
Highway Commissioner

2020/2021 MUNICIPAL BRIDGE INSPECTION DETAIL SHEET for VILLAGE OF WINDSOR

Review list for accuracy Note any necessary changes, deletions or additions Include this page when returning agreement

Structure No	Feature On	Feature Under	Bridge Location	Routine Inspection*	Fracture Critical
B130234	WINDSOR ROAD	YAHARA RIVER	0 5 MILE W JCT CTH CV	2	
B130261	PORTAGE ROAD	TOKEN CREEK	0 1 MILE N JCT STH 19	1	
B130282	YAHARA ROAD	YAHARA RIVER	1 3 MILE S JCT CTH DM	1	
B130559	SMITH ROAD	CANADIAN PACIFIC RR	1 8 MILE E JCT CTH I	1	

5 Routine Bridge Inspections at \$300 1,500

0 Fracture Critical Inspections at \$1500 0

Estimated Total 1,500

*IF TWO ROUTINE INSPECTIONS ARE LISTED FOR A BRIDGE AN ANNUAL INSPECTION IS REQUIRED DUE TO THE BRIDGE CONDITION YOU WILL BE BILLED ONCE IN 2020 FOR THE FIRST INSPECTION AND A SECOND TIME IN 2021

THIS IS NOT AN INVOICE AND FEES SHOULD NOT BE PAID AT THIS TIME. THIS IS ONLY AN ESTIMATE. DANE COUNTY WILL BILL YOU FOR THE ACTUAL COSTS AFTER THE BRIDGE INSPECTIONS HAVE BEEN PERFORMED.