



DANE COUNTY CONTRACT

ADDENDUM # _____

Revised 06/2024

THIS ADDENDUM D, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Sauk County (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract# 13704, have previously entered into a contractual relationship pursuant to which Provider agreed to share consulting costs up to \$40,000, for survey, hydrologic and hydraulic analysis and preliminary structural design for the proposed Great Sauk State-Walking Iron Trail Bridge across the Wisconsin River, and agreed that Sauk County would be responsible for contract administration and project management, and

WHEREAS County and Provider amended the Master Agreement on July 26th, 2021 through Addendum A in order to extend the term of the contract to December 31, 2022, and to equally share consultant costs with the Provider to complete an additional river bed geotechnical boring necessary for future planning and construction of the bridge at an additional cost of \$72,977.50, and

WHEREAS County and Provider amended the Master Agreement on September 16th, 2022 through Addendum B in order to extend the term of the contract to December 31, 2025, and to equally share consultant costs with the Provider to complete construction documents, regulatory permits, bid and construction administration services for future construction of the bridge at an additional cost of \$700,000.00 to Dane County, and

WHEREAS County and Provider amended the Master Agreement on July 24th, 2023 through Addendum C in order to add additional professional engineering services to complete an existing railroad bridge structural assessment in Dane County between the Wisconsin River and STH 78; and survey, construction documents, an environmental document and regulatory permits for a rails to trail conversion connection between the proposed Wisconsin River trail bridge at Sauk City and the existing WDNR parking lot on STH 78 at an additional cost of \$984,300, and

WHEREAS, County recognizes that there are scheduling efficiencies that may be realized if the bidding of the work associated with certain sections of the Walking Iron Trail, and bridge B428E are combined with the bidding of the Wisconsin River Recreation Trail Bridge, and

WHEREAS, Provider has agreed to serve as an agent of the County to handle the competitive bidding of the Dane County sections of the trail and bridge in order to take advantage of the aforementioned efficiencies and is willing to amend the Master Agreement to accept these additional responsibilities,

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this Addendum D except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this Addendum D.
2. **Additional Services.** Provider and County agree to the following modified scope of services:
 - a. In order to take advantage of potential scheduling efficiencies from coordinating the construction of the Wisconsin River Recreation Trail Bridge, the section of the Walking Iron Trail that includes bridge B428E ("B428E") and the trail that connects that bridge to the Wisconsin River Recreation Trail Bridge ("Connection Trail"), Provider agrees to be responsible for competitively bidding the necessary work to construct and remodel B428E and the Connection Trail through its consultant MSA Professional Services.
 - i. Provider agrees that the competitive bidding process shall adhere to all public work bidding requirements set forth in Wis. Stat. §66.0901, and Dane Co. Ord. ch. 40.
 - ii. Provider shall include the work associated with the construction and remodeling of B428E and the Connection Trail when developing its request for bids for the Wisconsin River Recreation Trail Bridge.
 - iii. The request for bids shall delineate the scope of work so that potential bidders are aware work associated with B428E and the Connection Trail is subject to County's construction agreement's standard terms and conditions, and that the lowest responsible bidder will be required to execute a separate agreement with County.
 - iv. Upon completion of a draft of the request for bid, Provider shall submit to County a copy of the request for bid prior to its advertisement for County's approval.
 - v. Provider shall be responsible for the advertisement of the request for bid, hosting any necessary information sessions, the collection of sealed bids, determination of the lowest responsible bidder, and finalizing the bid award.
 - vi. Provider agrees not to finalize any bid award without County's approval.
 - b. In exchange for providing the additional services described above, County shall pay Provider \$9,000 upon the issuance of an invoice.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

Brent Miller
Administrator

Date

* * *

FOR COUNTY:

Jamie Kuhn
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date