

Dane County Contract Cover Sheet

Revised 01/2023

Res 289
significant

Dept./Division	Highway & Transportation		
Vendor Name	City of Madison	MUNIS #	1384
Brief Contract Title/Description	Cost sharing agreement for 2022 pavement marking		
Contract Term	12/01/22 - 12/31/23		
Contract Amount	159,872.80		

Contract # Admin will assign	15019
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Tricia Rast	Name	Keith Pollock
Phone #	608.266.4065	Phone #	
Email	rast@countyofdane.com	Email	kpollock@cityofmadison.com
Purchasing Officer	N/A		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	N/A	Org: HWLOCAL	Obj: 80745	Proj:	
	Yes	County Highway is lead agency	Org:	Obj:	Proj:	
			Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	289
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Year	2022
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Rast, Tricia	Digitally signed by Rast, Tricia Date: 2023.02.14 13:50:51 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/14/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, February 14, 2023 3:10 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15019
Attachments: 15019.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/14/2023 3:49 PM	Approve: 2/14/2023 3:49 PM
	Patten (Purchasing), Peter		Approve: 2/14/2023 3:11 PM
	Gault, David	Read: 2/15/2023 9:01 AM	Approve: 2/15/2023 10:01 AM
	Lowndes, Daniel	Read: 2/14/2023 4:11 PM	Approve: 2/16/2023 11:38 AM
	Stavn, Stephanie	Read: 2/15/2023 8:03 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15019
Department: Highway
Vendor: City of Madison
Contract Description: Cost sharing agreement for 2022 pavement marking (Res 289)
Contract Term: 12/1/22 – 12/31/23
Contract Amount: \$159,872.80

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2022 RES-289**

2 **COST SHARING AGREEMENT FOR EPOXY PAVEMENT MARKING**
3 **ON VARIOUS COUNTY HIGHWAYS IN THE CITY OF MADISON**

4
5 The Dane County Highway & Transportation Department and representatives of the City of
6 Madison agreed that a contract for epoxy pavement marking on various county highways
7 would be awarded by Dane County Highway. The City of Madison will cost share for their
8 portion of work performed on highways within their jurisdiction for stop lines and
9 crosswalks.

10
11 Revenue in the amount of \$159,872.80 will be credited to account HWLOCAL-80745 for this
12 cost share.

13
14 NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be
15 authorized and directed to execute this cost sharing agreement on behalf of Dane County,
16 with the City of Madison.

COST SHARING AGREEMENT FOR 2022 PAVEMENT MARKING
Between the City of Madison and Dane County

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”) and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as “County”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison and the County (collectively referred to as the “Parties”) are jointly responsible for certain highways within Madison, including CTH PD/McKee Road, CTH MS/University Ave., CTH BB/Monona Dr., CTH MC/John Nolen Dr., CTH D/Fish Hatchery Rd., CTH S roundabout at Pleasant View Rd., CTH M roundabout at Junction Rd. (“Highways”); and,

WHEREAS, in 2020, the City entered into a multi-year public works contract to perform semi-permanent epoxy pavement markings to the roadway surface, including on the Highways. However, due to material and labor shortages associated with the pandemic, Madison’s public works contractor was unable to complete certain pavement markings in 2022, including the marking of crosswalks and stop lines on portions of the Highways; and,

WHEREAS, in 2022, at the City’s request, County’s contractor was able to complete the marking of certain crosswalks and stop lines on portions the Highways (the “Project”); and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the share of the Project’s final costs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Scope.** The Project, consisting of stop line and crosswalk marking on the Highways, was satisfactorily performed, at the City’s request, by the County’s contractor in 2022. The total cost of this work that is attributable to Madison was \$159,872.80, as set forth in detail on the invoice attached hereto.
2. **Payment.** Upon execution of this Agreement, Madison shall make prompt payment to the County for the work performed, Madison agreeing with the final costs.
3. **Non-Discrimination.** In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any

state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

4. Liability. 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.
5. 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 or persons executing this Agreement on its behalf is authorized to do so.
6. This Agreement may be amended only by written agreement of the parties.
7. This Agreement and its Exhibits represents the entire agreement of the parties and supersedes any and all prior agreements or oral understandings among the parties.
8. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE CITY OF MADISON



Satya Rhodes-Conway, Mayor

01/27/2023

Date



Maribeth Witzel-Behl, City Clerk

1/26/2023

Date

Countersigned:



David P. Schmiedicke, Finance Director

1/27/2023

Date

Approved as to form:



Michael Haas, City Attorney

1/27/23

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 23-00029, ID No. 75256, adopted by the Common Council of the City of Madison on Jan. 17, 2023.