

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 617
Significant

| | | | |
|---|--|--|--|
| DEPARTMENT Public Works, Highway & Transportation | | CONTRACT/ADDENDUM #: 13091 | |
| 1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS | | Contract Addendum | |
| 2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | If Addendum, please include original contract number | |
| 3. Term of Contract or Addendum: From: <u>1/1/17</u> To: <u>12/31/17</u> | | <input checked="" type="checkbox"/> POS <input type="checkbox"/> | |
| 4. Amount of Contract or Addendum \$240,000 | | <input type="checkbox"/> Co Lesse <input type="checkbox"/> | |
| 5. Purpose: Reconstruct CTH MN from Long Street to Marsh Road in the Village of McFarland. Jurisdictionally transfer CTH MN from Long Street to Marsh Road within the corporate limits of the Village on November 1, 2017. | | <input type="checkbox"/> Co Lessor <input type="checkbox"/> | |
| | | <input type="checkbox"/> Intergovernmental <input type="checkbox"/> | |
| | | <input type="checkbox"/> Purchase of Property <input type="checkbox"/> | |
| | | <input type="checkbox"/> Property Sale <input type="checkbox"/> | |
| | | <input type="checkbox"/> Other: <input type="checkbox"/> | |
| 6. Vendor or Funding Source: Village of McFarland | | | |
| 7. MUNIS Vendor Code: 8470 | | | |
| 8. Bid/RFP Number: | | | |
| 9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| 10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | | |
| 11. Account No. & Amount, Org. & Obj. <u>HWCONCAP-59068</u> | | Amount \$ <u>240,000</u> | |
| Account No. & Amount, Org. & Obj. _____ | | Amount \$ _____ | |
| Account No. & Amount, Org. & Obj. _____ | | Amount \$ _____ | |
| 12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES 617</u> | | | |
| 13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | |
| 14. Director's Approval <i>[Signature]</i> gm | | | |

CONTRACT REVIEW/APPROVALS

| Initials | Ftnt | Date In | Date Out |
|------------|---------------------|----------------|----------------|
| <i>MG</i> | Received | <u>4-25-17</u> | |
| <i>CP</i> | Controller | | <u>4/25/17</u> |
| <i>PC</i> | Corporation Counsel | <u>4/26/17</u> | <u>4/27/17</u> |
| <i>RM</i> | Risk Management | <u>4/25/17</u> | <u>4/25/17</u> |
| <i>ADA</i> | ADA Coordinator | | |
| <i>PCP</i> | Purchasing Agent | <u>4/25/17</u> | <u>4/25/17</u> |
| | County Executive | | |

VENDOR

| | |
|--|--|
| Vendor Name & Address | |
| Village of McFarland 5915 Milwaukee St McFarland, WI 53558 | |
| Contact Person | |
| Tracey Berman | |
| Phone No. | |
| 838-3153 | |
| E-mail Address | |
| tracey.berman@mcfarland.wi.us | |

Footnotes:

-
-

| | |
|--|--|
| Return To: Name/Title: <u>Jim Matzinger</u> | Dept.: <u>PW, Highway & Transportation</u> |
| Phone: <u>266-4040</u> | Mail Address: <u>2302 Fish Hatchery Rd</u> |
| E-mail: <u>matzinger@countyofdane.com</u> | <u>Madison WI 53713</u> |

CERTIFICATION

The attached contract: *(Check as many as apply)*

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 4-17-17

Signed: _____

 gm

Telephone Number: 266-4039

Print Name: _____

Gerald Mandli

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** ☒ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 4-17-17

Signature: _____

 gm

2. **Director of Administration** ☐ Contract is in the best interest of the County.
Comments:


Date: _____

Signature: _____

3. **Corporation Counsel** ☐ Contract is in the best interest of the County.
Comments:

Date: 4/26/17

Signature: _____



¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

AGREEMENT FOR THE, DESIGN, RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF CTH MN IN THE VILLAGE OF MCFARLAND

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 Village of McFarland, a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

WITNESSETH:

WHEREAS VILLAGE and COUNTY have determined that the portion of County Trunk Highway ("CTH") MN, located within VILLAGE, is in need of reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

WHEREAS the Project will be financed by a combination of COUNTY and VILLAGE 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, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MN, from Long Street to Marsh Road, within the village corporate limits from COUNTY to VILLAGE; and

WHEREAS, COUNTY has obtained consent of the VILLAGE as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MN from the county trunk highway system. VILLAGE consent was obtained _____ at a meeting of the McFarland Village Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MN from the county trunk highway system on 2/27/17; and

/

WHEREAS pursuant to Section 66.0301 Wis. Stats. VILLAGE and COUNTY wish to formalize arrangements for the Project's cost;

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, VILLAGE and COUNTY do agree as follows:

1. The Project shall consist of the design and reconstruction of CTH MN, from Long Street to Marsh Road within the corporate limits of VILLAGE, a distance of 0.30 of a mile.

2. The project will be fully completed in 2017.
3. The jurisdictional transfer of CTH MN, from Long Street to Marsh Road, from COUNTY to VILLAGE shall occur on November 1, 2017.
4. COUNTY and VILLAGE 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.
5. COUNTY's total obligations under this agreement, for design and construction, shall not exceed \$240,000.
6. VILLAGE'S total obligations under this agreement, for design and construction, shall not exceed \$370,000. VILLAGE shall be responsible for all costs associated with the Project not covered by COUNTY pursuant to this Agreement.
7. VILLAGE shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse VILLAGE within 60 days of billing for completed services according to the responsibilities stated herein. All invoices shall be submitted within one year of completion of the Project for payment to be considered.
8. During the term of this Agreement, VILLAGE 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, marital 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. VILLAGE 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. Any amendment to this Agreement shall be by written consent of the parties.
12. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
13. 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 VILLAGE OF MCFARLAND:

Date Signed: 4-18-17

Brad Czebotar
Brad Czebotar, Village President

Date Signed: 4-18-17

Cassandra Suettinger
Cassandra Suettinger, Village Clerk