

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Public Works, Highway & Transportation	<b>Contract #</b> <small>Admin will assign</small>	13505
<b>Vendor Name</b>	Town of Middleton	<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Vendor MUNIS #</b>	8019	<b>Type of Contract</b>	
<b>Brief Contract Title/Description</b>	Design improvements including traffic signals at the intersection of CTH S and Pioneer Road in the Town of Middleton.	<input checked="" type="checkbox"/>	Dane County Contract
<b>Contract Term</b>	1/1/18 to 12/31/18	<input type="checkbox"/>	Grant
<b>Total Contract Amount</b>	\$ 11,000	<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
		<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input checked="" type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	59181	Amount	\$ 11,000
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$

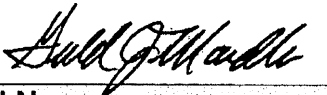
<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>		
	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	210
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
JG	Received by DOA	9/25/18		
OK	Controller		9/26/18	
PEP	Purchasing	9/27/18	9/27/18	
	Corporation Counsel	9/27/18	9/27/18	
	Risk Management	9/26/18	9/26/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Cynthia Richson
<b>Phone #</b>	266-4040	<b>Phone #</b>	608-658-6699
<b>Email</b>	matzinger@countyofdane.com	<b>Email</b>	townchair@town.middleton.wi.us
<b>Address</b>	2302 Fish Hatchery Rd, Madison WI 53713	<b>Address</b>	7555 W Old Sauk Rd, Verona WI 53593

<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		9/26/18
	<b>Printed Name</b>	
	Gerald Mandli	

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

**AGREEMENT FOR THE DESIGN OF IMPROVEMENTS INCLUDING TRAFFIC SIGNALS AT THE INTERSECTION OF CTH S AND PIONEER ROAD IN THE TOWN OF MIDDLETON**

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 Town of Middleton; a municipal corporation in the State of Wisconsin (hereinafter referred to as "TOWN")

**WITNESSETH:**

**WHEREAS** TOWN and COUNTY have determined that CTH S AND Pioneer Road Requires reconstruction to a signalized intersection ("the Project"), which will require contributions from TOWN and COUNTY; and

**WHEREAS** pursuant to Section 66.0301, Wis. Stats., TOWN and COUNTY wish to formalize arrangements for the share of 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, TOWN and COUNTY do agree as follows:

1. The Project shall consist of designing traffic signals, street lights and roadway improvements to accommodate traffic at the traffic signal.
2. COUNTY and TOWN agree to joint financial participation in the design 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. TOWN has hired KL Engineering who conducted the traffic signal warrant study and will design the traffic signals with assistance from COUNTY and City of Madison Traffic Engineering.
3. COUNTY will be responsible for costs of the design and construction of the area outside the PROJECT and the cost of rehabilitating CTH S to the same width inside the PROJECT.
4. The Project is scheduled to be completed in 2019.
5. COUNTY's total obligations under this Agreement, shall not exceed \$11,000. TOWN's total obligations under this Agreement shall not exceed \$11,000.
6. COUNTY shall reimburse the TOWN within 60 days after invoices are received by the COUNTY.

7. During the term of this Agreement, TOWN 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. TOWN 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.
8. 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.
9. This Agreement may only be amended in writing upon agreement by both parties.
10. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
11. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**FOR THE COUNTY:**

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Joe Parisi, Dane County Executive

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

**FOR THE TOWN OF MIDDLETON:**

Date Signed: 8/16/18

Cynthia Richson  
Town Board Chair

Date Signed: 8/16/18

Lisa Pardon  
Clerk