

RES 616
significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">13031</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<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"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/1/17</u> To: <u>12/31/17</u>																												
4. Amount of Contract or Addendum \$1,500,000																												
5. Purpose: CTH MS will be reconstructed from Allen Boulevard to 450 ft West of Park Street within the City of Middleton. CTH MS from Allen Boulevard to 450 ft West of Park Street will be jurisdictionally transferred to the City on November 1, 2017. The maximum share is \$1,500,000 for Dane County.																												
6. Vendor or Funding Source: City of Middleton																												
7. MUNIS Vendor Code: 1386																												
8. Bid/RFP Number: 117034 - HMA Pavement																												
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-59039</u> Amount \$ <u>1,500,000</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 616</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>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MG</i> Received	_____	<u>3-29-17</u>	_____
<i>[Signature]</i> Controller	_____	_____	<u>3/31/17</u>
<i>[Signature]</i> Corporation Counsel	_____	<u>4/3/17</u>	<u>4-3-17</u>
<input checked="" type="checkbox"/> Risk Management	_____	<u>3/31/17</u>	<u>4/3/17</u>
_____ ADA Coordinator	_____	_____	_____
<i>PCP</i> Purchasing Agent	_____	<u>4/3/17</u>	<u>4/4/17</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address City of Middleton 7426 Hubbard Ave Middleton, WI 53562
Contact Person Lorie Burns
Phone No. 821-8346
E-mail Address lburns@ci.middleton.wi.us

Footnotes:


1. _____
2. _____

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)*

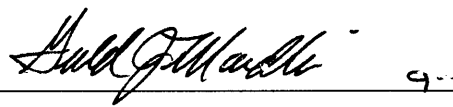
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation 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: 3-29-17 Signed: 
 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).*

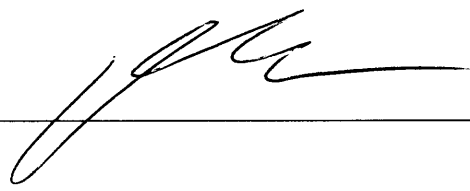
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: ~~2-7-17~~ 3-29-17 Signature: 

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: 4/3/17 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 RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF CTH MS/UNIVERSITY AVENUE, FROM ALLEN BOULEVARD TO 450 FEET WEST OF PARK STREET, IN THE CITY 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 City of Middleton; a municipal corporation in the State of Wisconsin (hereinafter referred to as "CITY")

WITNESSETH:

WHEREAS CITY and COUNTY have determined that CTH MS/University Avenue, from Allen Boulevard to 450 feet west of Park Street, requires reconstruction ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the costs of the Project will be financed by a combination of COUNTY and CITY funds; and

WHEREAS funding is to be accomplished in accordance with COUNTY policies and past practices of cost sharing on similar CTH projects, and by CITY policies for special assessments; and

WHEREAS, CITY and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MS, from Allen Boulevard to 450 feet west of Park Street, within the CITY corporate limits from COUNTY to CITY; and

WHEREAS, COUNTY has obtained consent of the CITY as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MS from the county trunk highway system. CITY consent was obtained on March 7, 2017 by Resolution 2017-08 at a meeting of the CITY Common Council; and

WHEREAS, COUNTY obtained the consent of the Wisconsin Department of Transportation as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MS from the county trunk highway system on February 22, 2017; and

WHEREAS pursuant to Section 66.0301, Wis. Stats., CITY 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, CITY and COUNTY do agree as follows:

1. The Project shall consist of providing new base course, new asphaltic pavement, curb & gutter replacement, driveway apron replacement, sidewalk and curb ramp replacement as necessary to meet ADA/PROWAG standards and to blend with new driveway aprons, upgraded pedestrian crossings with pedestrian refuge islands, storm sewer structure repairs, and new traffic signal loops on CTH MS/University Avenue from Allen Boulevard to 450 feet west of Park Street, a distance of 1.08 miles.

2. COUNTY and CITY 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.
3. CITY will be repairing some CITY water and sanitary sewer utility facilities and adjusting structure castings concurrent with the Project, to minimize traffic disruption and the expense of separate traffic control. The costs of the utility repair work and casting adjustments will be funded entirely by CITY.
4. The Project is intended to be substantially completed by August 25, 2017. For purposes of this Agreement, substantial completion will be considered to include completion of curb & gutter, sidewalk and driveway replacements, filling of terrace areas, and placement of at least the lower layer (binder course) of asphalt pavement, suitable for accommodating the Good Neighbor Festival parade on August 27, 2017.
5. The jurisdictional transfer of the portion of CTH MS within CITY limits, from Allen Boulevard to 450 feet west of Park Street, from COUNTY to CITY shall be effective on November 1, 2017.
6. COUNTY's total obligations under this Agreement, shall not exceed \$1,500,000. CITY's total obligations under this Agreement shall not exceed \$1,500,000. CITY shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY'S cost-share policy or this Agreement.
7. CITY shall reimburse COUNTY within 60 days after invoices are received by CITY.
8. During the term of this Agreement, CITY 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. CITY 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. This Agreement may only be amended in writing upon agreement by both parties.
11. 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.
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.

This Agreement is entered into on this 7 day of March, 2017.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE CITY OF MIDDLETON:

Date Signed: 3/7/17

Kurt J. Sonnentag
Kurt J. Sonnentag, Mayor

Date Signed: 3/7/17

Lorie J. Burns
Lorie J. Burns, Clerk