

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 586
Significant

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">13086</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Contract</td> <td style="width: 40%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 30%; text-align: center;">Addendum</td> </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 \$425,000																												
5. Purpose: Reconstruct CTH PD from CTH M to Maple Grove Road as an improved divided roadway with bicycle and pedestrian facilities.																												
6. Vendor or Funding Source: City of Madison																												
7. MUNIS Vendor Code: 1384																												
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-59178</u> Amount \$ <u>425,000</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 586</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

VENDOR

Initials	Ftnt	Date In	Date Out
<i>MA</i> Received	_____	<u>4-18-17</u>	_____
<i>[Signature]</i> Controller	_____	_____	<u>4/18/17</u>
<i>[Signature]</i> Corporation Counsel	_____	<u>4-20-17</u>	<u>4/21/17</u>
<i>[Signature]</i> Risk Management	_____	<u>4/18/17</u>	<u>4/20/17</u>
_____ ADA Coordinator	_____	_____	_____
<i>PCP</i> Purchasing Agent	_____	<u>4/21/17</u>	<u>4/21/17</u>
_____ County Executive	_____	_____	_____

Vendor Name & Address City of Madison 210 MLK Blvd Madison, WI 53703
Contact Person Maribeth Witzel-Behl
Phone No. 266-4601
E-mail Address clerk@cityofmadison.com

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: 4-17-17 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: 4-17-17 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: 4/20/17 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).

**COST SHARING AGREEMENT FOR THE FINAL DESIGN OF CTH PD
FROM CTH M TO MAPLE GROVE RD**
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 "City"), and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as "County"), is effective as of the date by which both parties have signed hereunder.

WITNESSETH:

WHEREAS, the City, the County, and the Wisconsin Department of Transportation ("WisDOT"), have determined that County Trunk Highway ("CTH") PD, from CTH M to Maple Grove Road, located in the City, is in need of reconstruction, and the final design will require contributions from the City and County; and,

WHEREAS, Madison has entered into an agreement with WisDOT to design and construct the Project; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the City and the County wish to formalize arrangements for the local share of the Project's final design engineering costs; and,

WHEREAS, funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

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. The Project shall consist of reconstructing CTH PD, from CTH M to Maple Grove Road into an improved divided roadway, with sidewalk, bike lanes, and turn lanes ("the Project").
2. The Project is intended to be designed in 2015-2016 with construction in 2017.
3. This Agreement covers the final design engineering and preparation of the plans, special provisions and estimate phase of the Project.
4. The County and the City agree to the joint financial participation in the design engineering costs for the Project, as set forth in this Agreement and as delineated in the County's "Policy for Joint Projects with Municipalities" dated May 3, 1999.

5. The City and the County shall share in the design engineering of the Project as follows:

	Dane County	City of Madison	Total Cost
Final Design, Plans Special Provisions & Estimate, Geotech, WisDOT Review	\$200,000	\$200,000	\$400,000

6. The City may enter into an agreement with the City of Verona in the future to obtain reimbursement of costs associated with Town of Verona frontages along the corridor. These costs will be applied to the City allocation of costs only.
7. Prior to or concurrent with the approval of plans, specifications, estimates of cost, and authorization of WisDOT to issue the bid documents, the County and the City may execute an addendum to this Agreement which will note additional cost sharing items and the financial commitments of the parties for the Project. Any amendments to this Agreement shall be in writing.
8. At the request of the parties, Madison shall manage the Project. Madison shall bill the County for its respective share of the design engineering costs as specified herein.
9. Payment. The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.
10. Joint Participation. The County and the City shall cooperate and jointly participate in the public meetings and meetings with stakeholders through the consultant selection and environmental review phase of the Project. The consultant shall be jointly selected by the County and the City.
11. 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.
12. 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.

13. 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.
14. 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



Paul Soglin, Mayor

30 March 2017
Date



Maribeth Witzel-Behl, City Clerk

3-10-2017
Date

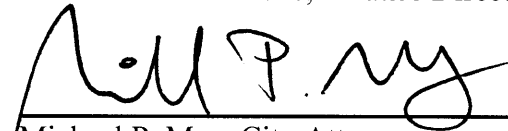
Countersigned:

Approved as to form:



David P. Schmiedicke, Finance Director

3/22/17
Date



Michael P. May, City Attorney

27 MARCH 2017
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 14-00769, ID No. 35692, adopted by the Common Council of the City of Madison on Oct. 21, 2014.