

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 495
Significant*

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12272																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Contract</th> <th style="width: 40%;">If Addendum, please include original contract number</th> <th style="width: 30%;">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>POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>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>Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>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 Lessee	<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>1/1/15</u> To: <u>12/31/16</u>																												
4. Amount of Contract or Addendum 2,861,000																												
5. Purpose: Reconstruction of CTH M & S from Pleasant View Road to USH 12 and Junction Road/South Junction Road from Isaac Drive to Valley View road, to an improved roadway with bicycle and pedestrian facilities. Construction commenced in 2012 and was completed in 2014.																												
6. Vendor or Funding Source: City of Madison																												
7. MUNIS Vendor Code:																												
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-59175</u> Amount \$ <u>2,861,000</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>2014 RES-495</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Received	Ftnt	Date In	Date Out
<i>[Signature]</i>	Received		<u>2-17-15</u>	
<i>[Signature]</i>	Controller			<u>2/19/15</u>
<i>[Signature]</i>	Corporation Counsel	<u>1</u>	<u>2/19/15</u>	<u>2/19/15</u>
<i>[Signature]</i>	Risk Management		<u>2/19/15</u>	<u>2/19/15</u>
<i>[Signature]</i>	ADA Coordinator		<u>2/19/15</u>	<u>2/19/15</u>
<i>[Signature]</i>	Purchasing Agent		<u>2/19/15</u>	<u>2/19/15</u>
	County Executive			

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

Footnotes:

1. *p. 2 changed to reflect actual amount to be paid by County. Change approved by Mayor P. Soglin*
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: 2/19/15 Signed: *Gerald Mandoli*

Telephone Number: 266-4039 Print Name: GERALD MANDOLI

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: _____ Signature: _____

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

Date: 2/19/15 Signature: *[Signature]*

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

Date: 2/20/15 Signature: *Mary M. [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).



**DANE COUNTY HIGHWAY AND
TRANSPORTATION DEPARTMENT**

**OFFICE
MEMO**

DATE:	February 13, 2015
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	Agreement for the Improvements to CTH M & CTH S, and the Jurisdictional Transfer of a portion of CTH S to the City of Madison

Description: CTH M & S will be reconstructed from Pleasant View Road to USH 12 and Junction Road/South Junction Road from Isaac Drive to Valley View Road, to an improved roadway with bicycle and pedestrian facilities. Construction commenced in 2012 and was completed in 2014.

Term: 1/1/15 – 12/31/15

Budget Amount: \$2,860,700

Source of funding: Capital Borrowing

INTERGOVERNMENTAL AGREEMENT RELATING TO THE SHARING OF COSTS FOR IMPROVEMENTS TO CTH M (SOUTH JUNCTION ROAD) & CTH S (MINERAL POINT ROAD) AND FOR THE JURISDICTIONAL TRANSFER OF A PORTION OF CTH S TO THE CITY OF MADISON

THIS AGREEMENT, made and 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 County and City determined that a portion of County Trunk Highways M & S ("CTH M & S" or Mineral Point Road & South Junction Road), were in need of reconstruction ("The Project"); and,

WHEREAS, the Project was to be financed by a combination of City, County and Federal/State funds; and,

WHEREAS, City entered into an agreement with the Wisconsin Department of Transportation to construct the Project; and,

WHEREAS, the parties agreed to share the cost of the road improvements and that funding is to be accomplished in accordance with past policies of cost sharing on similar projects and as delineated in County's "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999; and,

WHEREAS, the City had underground utilities within the limits of the Project and, as part of the Project, decided to replace some or all of such utilities in conjunction with the road improvements at its own respective cost; and,

WHEREAS, in exchange for County's financial participation in the Project, City agreed to accept the jurisdictional transfer of CTH S (Mineral Point Road) from the eastern U.S. Highway 12 ramp termini to the western intersection of the jug handle; and,

WHEREAS, County has obtained the consent of City as required by Section 83.025(1)(a), Wis. Stats., to delete the portions of CTH S affected by the jurisdictional transfer from the county trunk highway system. City consent was obtained on February 3, 2015 at a meeting of the Madison City Council; and

WHEREAS, County has obtained the consent of the Department of Transportation as required by Section 83.025(1)(a), Wis. Stats., to delete the portions of CTH S affected by the jurisdictional transfer from the county trunk highway system on January 5, 2015; and

WHEREAS, the parties wish to formalize their agreement as to arrangements for the Project costs and the jurisdictional transfer pursuant to Section 66.0301 Wis. Stats.

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. Project. The Project shall consist of the reconstruction of CTH M & S, Mineral Point Road from Pleasant View Road to USH 12 and Junction Road/South Junction Road from Isaac Drive to Valley View Road, to an improved roadway with bicycle and pedestrian facilities, as more fully described in the Project engineering plans which are incorporated herein by reference. Construction on the Project commenced in 2012, and was completed in 2014. The City is the lead agency for the Project.
2. Cost. The Project's total cost is estimated at \$ 22,165,600 dollars. County's share of design, engineering and construction costs shall not exceed ~~\$3,000,000~~ **\$2,860,700**.
3. The parties agree to joint financial participation in the costs for the Project, including the road improvements as set forth in Exhibit A attached hereto except as provided in this paragraph. City shall be solely responsible for all costs for underground utility improvements within its jurisdiction as part of the Project.
4. Payment. City will bill the County for its respective shares of the Project costs as it is invoiced for the work. The County shall pay City within 60 days after receipt of the invoice.
5. Jurisdictional Transfer. In exchange for the financial contribution by the County as outlined herein and upon completion of the Project, County shall transfer and City shall accept jurisdiction of CTH S (Mineral Point Road) from the eastern U.S. Highway 12 ramp termini to the western intersection of the jug handle interchange as shown on Exhibit B incorporated herein. City shall be responsible for all future costs and maintenance of the Bridge. City shall then be responsible for all future costs and maintenance of the jug handle except traffic signals as described herein, including maintenance of the Junction Road bridge over Mineral Point Road and the adjacent retaining walls, the bike tunnel under the Jug Handle and the adjacent retaining walls, the bike and pedestrian loop ramp in the southwest quadrant of the intersection and all other bike and pedestrian facilities within the jurisdictionally transferred areas. The Jurisdictional Transfer will occur as of the effective date of this Agreement.
6. Traffic Signals. County agrees to cost share for the operation and maintenance of traffic signals along Mineral Point Road as per the Parties' cost sharing policy for signal maintenance dated November 9, 1999 and most recently amended on July 23, 2008. County also agrees to share costs for signal maintenance for the jug handle exchange as is consistent with the policy. County and City shall amend the traffic signal agreement to incorporate this provision. For the purpose of computing cost sharing for operation and maintenance of traffic signals on the portions of CTH M and CTH S being transferred to

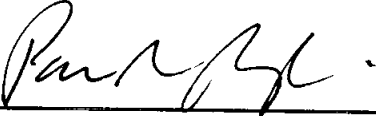


the City and on the new jug handle street, shall be as shown on Exhibit B incorporate herein.

7. 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.
8. 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.
9. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, regulations and requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
10. Any amendments to this Agreement shall be, in writing, by agreement of the parties.
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.
12. City agrees that it will comply with all applicable state and federal laws in performing the work under this agreement, including not limited to any applicable wage laws and public bidding laws.

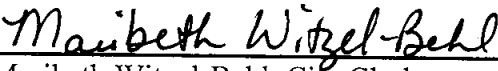
IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE CITY OF MADISON



Paul Soglin, Mayor

2-11-15
Date

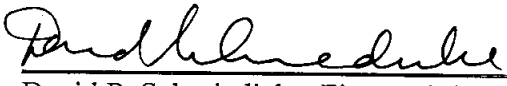


Maribeth Witzel-Behl, City Clerk

2-6-2015
Date

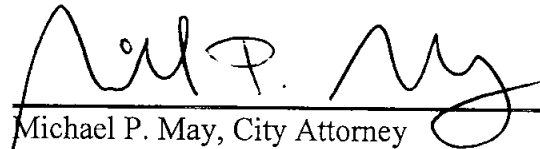
Countersigned:

Approved as to form:



David P. Schmiedicke, Finance Director

2-9-2015
Date



Michael P. May, City Attorney

10 FEB 2015
Date

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

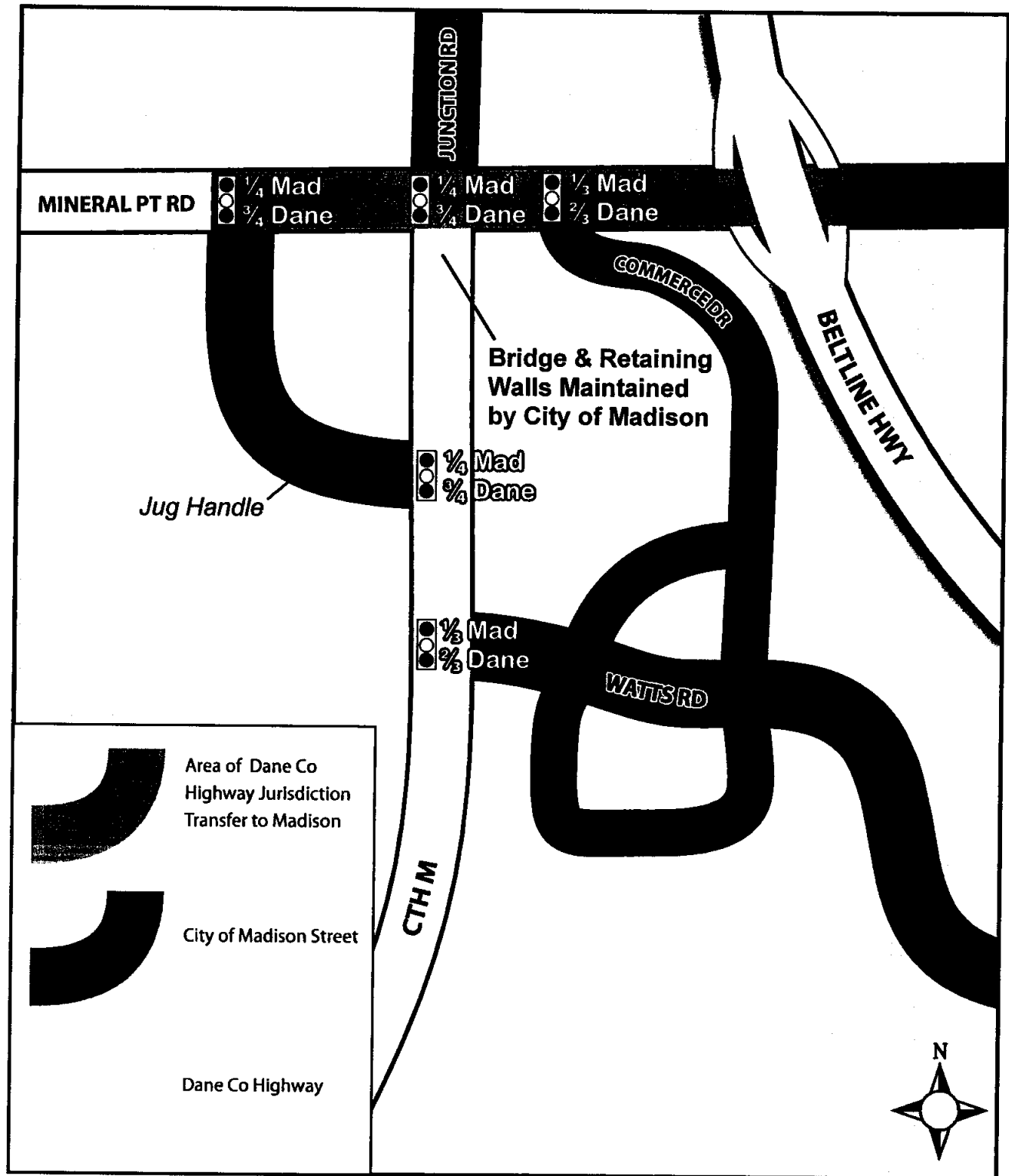
EXHIBIT A

CTH M&S

Estimate Allocation of Construction Costs

Agency	Total Estimated Construction Cost including Engineering & Contingencies
Federal Government	14,481,100
Dane County	2,860,700
City of Madison	4,823,800
Total	<u>22,165,600</u>

EXHIBIT B



Jurisdictional Transfer Area

CTH M&S - December 2014