

Res 002
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12326																											
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: 33%; text-align: center;">Contract</td> <td style="width: 34%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 33%; 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 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 Lessee</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 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: 1/1/15 To: 12/31/16																												
4. Amount of Contract or Addendum: 200,000 \$ 100,000																												
5. Purpose: Resurfacing of CTH MM consisting of 600 foot sections both North and South of the interchange with USH 14. The total project cost is \$200,000, with \$50,000 from Fitchburg and \$50,000 from CHIP.																												
6. Vendor or Funding Source: City of Fitchburg																												
7. MUNIS Vendor Code: 1383																												
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. HWCONCAP-59186 Amount \$ 200,000 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 2015 RES-002																												
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

Initials	Fntnt	Date In	Date Out
<i>[Signature]</i> Received	_____	4-2-15	_____
<i>[Signature]</i> Controller	_____	_____	4/2/15
<i>[Signature]</i> Corporation Counsel	_____	4/3/15	_____
<i>[Signature]</i> Risk Management	_____	4/3/15	4/6/15
<i>[Signature]</i> ADA Coordinator	_____	4/3/15	4/6/15
<i>[Signature]</i> Purchasing Agent	_____	4/7/15	4/7/15
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address City of Fitchburg 5520 Lacy Rd Fitchburg WI 53711
Contact Person Linda Cory
Phone No. 270-4210
E-mail Address linda.cory@fitchburgwi.gov

Footnotes:


1. _____
2. _____

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

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: 4/3/15 Signed: 

Telephone Number: 266-4039 Print Name: GERALD MANOLI

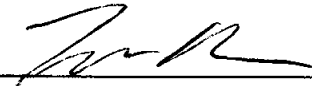
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

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: 4/3/15 Signature: 

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

Date: 4/21/15 Signature: 

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

Date: 4/2/15 Signature: 

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

AGREEMENT FOR THE RESURFACING OF CTH MM CONSISTING OF 600 FOOT SECTIONS BOTH NORTH AND SOUTH OF THE INTERCHANGE WITH USH 14 IN THE CITY OF FITCHBURG

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 Fitchburg; a municipal corporation in the State of Wisconsin (hereinafter referred to as "CITY")

WITNESSETH:

WHEREAS CITY and COUNTY has determined that two sections of County Trunk Highway ("CTH") MM, located in CITY are in need of resurfacing ("the Project"), and

WHEREAS, the COUNTY has asked and the CITY has agreed to Contribute to the Project ; and

WHEREAS, CITY believes that, pursuant to Wis. Stats. 83.05(1), Wis. Stats. 83.03(2) , Fond du Lac County v. Town of Rosendale, 149 Wis. 2d 326 (Ct. App. 1989) and 38 AG 477 that it has no legal obligation to contribute to project but is willing to make a voluntary contribution; and

WHEREAS the Project will be financed by a combination of COUNTY and CITY funds; 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. COUNTY will resurface two existing 600 foot concrete sections located on CTH MM on both the north and south sides of the USH 14 interchange. The resurfacing will consist of rubblizing the existing concrete surface and placing 5 inch HMA surface over the rubblized material.
2. The Project shall be completed in 2015.
3. COUNTY's total obligations under this Agreement, shall not exceed \$100,000. CITY'S total obligations under this Agreement shall not exceed \$50,000. Costs shall be apportioned per each party's pro rata share.
4. CITY shall reimburse COUNTY within 60 days after invoices are received by CITY.

5. This Agreement is a one-time exception to COUNTY's past practice and its Policy on Joint Projects with Municipalities which requires an equal sharing of costs on those items in which COUNTY participates.
6. This Agreement shall not be construed as creating a binding precedent or practice by any party and shall not be considered as creating any future obligations on any party to act in a similar fashion under the same or similar circumstances.
7. 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.
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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

FOR THE COUNTY:

Date Signed: _____

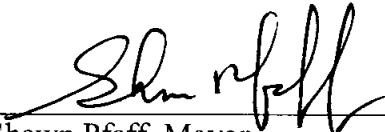
Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonald, Dane County Clerk


FOR THE CITY OF FITCHBURG:

Date Signed: 3-31-15



Shawn Pfaff, Mayor

Date Signed: 3/31/15



Patti Anderson, City Clerk