

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 223  
Significant*

DEPARTMENT <b>Public Works, Highway &amp; Transportation</b>	CONTRACT/ADDENDUM #: <div style="border: 1px solid black; padding: 2px; display: inline-block; font-size: 1.2em;">12078</div>																											
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%; 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>1/1/14</u> To: <u>12/31/14</u>																												
4. Amount of Contract or Addendum <b>\$520,000</b>																												
5. Purpose: CTH M will be reconstructed from Prairie Hill Road to Cross Country Road into an improved divided roadway, with sidewalk, bike lanes, and turn lanes. The project will be designed in 2011-15, and constructed in 2016. The construction costs will be shared by the City of Madison, the City of Verona, the County of Dane and WisDOT, with Madison being the lead agency.																												
6. Vendor or Funding Source: <b>City of Madison</b>																												
7. MUNIS Vendor Code: <b>1384</b>																												
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-59177</u> Amount \$ <u>520,000</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>Res 223,</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	Received	Ftnt	Date In	Date Out
<i>[Signature]</i>	Received		<u>9-11-14</u>	
<i>[Signature]</i>	Controller			<u>9/11/14</u>
<i>[Signature]</i>	Corporation Counsel		<u>9/11/14</u>	<u>9-12-14</u>
<i>[Signature]</i>	Risk Management		<u>9/11/14</u>	<u>9/11/14</u>
<i>[Signature]</i>	ADA Coordinator		<u>9/11/14</u>	<u>9/11/14</u>
<i>[Signature]</i>	Purchasing Agent			<u>9/11/14</u>
	County Executive			

### VENDOR

<b>Vendor Name &amp; Address</b> City of Madison 210 MLK Jr Blvd Room 115 Madison WI 53703
<b>Contact Person</b> Christy Bachmann
<b>Phone No.</b> 266-4751
<b>E-mail Address</b> cbachmann@cityofmadison.com

#### Footnotes:


1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Jim Matzinger</u> Dept.: <u>Public Works-Highway &amp; 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>
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**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 copy<sup>1</sup>
- 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 copy<sup>1</sup>
- 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 copy<sup>1</sup>

Date: 9/11/14 Signed:   
 Telephone Number: 266-4039 Print Name: Gerald Mandli

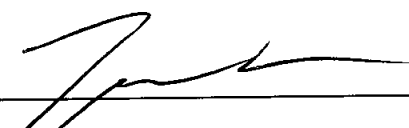
**MAJOR CONTRACTS REVIEW (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**EXECUTIVE SUMMARY** *(Attach additional pages, if needed).*

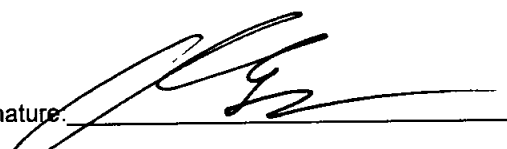
1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Date: 9/12/14 Signature: 

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

Date: 9/11/14 Signature: 

<sup>1</sup>A 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).



**DANE COUNTY HIGHWAY AND  
TRANSPORTATION DEPARTMENT**

**OFFICE  
MEMO**

<b>DATE:</b>	September 11, 2014
<b>TO:</b>	Joseph Parisi, County Executive
<b>FROM:</b>	Jim Matzinger, Business Manager
<b>SUBJECT:</b>	Agreement for the final design of CTH M from Prairie Hill Road to Cross Country Road

**Description:** CTH M will be reconstructed from Prairie Hill Road to Cross Country Road into an improved divided roadway, with sidewalk, bike lanes, and turn lanes. The project will be designed in 2011-15, and constructed in 2016. The construction costs will be shared by the City of Madison, the City of Verona, the County of Dane and WisDOT, with Madison being the lead agency.

**Term:** 1/1/14 – 12/31/14

**Budget Amount:** \$520,000

**Source of funding:** N/A

**AGREEMENT FOR THE  
FINAL DESIGN OF COUNTY TRUNK HIGHWAY M (CTH M)  
FROM PRAIRIE HILL ROAD TO CROSS COUNTRY ROAD**

THIS AGREEMENT, 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"); the City of Verona, and the City of Madison, municipal corporations of the State of Wisconsin (hereinafter referred to collectively as the "Cities" and individually as "Verona" and "Madison".)

**WITNESSETH:**

**WHEREAS** the Cities, the County, and the Wisconsin Department of Transportation, have determined that County Trunk Highway ("CTH") M, from Prairie Hill Road to Cross Country Road, located in the Cities, is in need of reconstruction ("the Project"), and the final design will require contributions from the Cities and County;

**WHEREAS** Madison has entered into an agreement with the Wisconsin Department of Transportation to design and construct the Project.

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

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

**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, the Cities and the County do agree as follows:

1. The Project shall consist of reconstructing CTH "M", from Prairie Hill Road to Cross Country Road into an improved divided roadway, with sidewalk, bike lanes, and turn lanes
2. The Project is intended to be designed in 2011-2015 with construction in 2016.
3. This Agreement covers the final design engineering and production of final plans, specifications and estimates of the Project.
4. The County and the Cities agree to 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" adopted May 3, 1999.
5. The Cities and the County shall share in the design engineering of the project as follows:

	Dane County	City of Verona	City of Madison	Total Cost
Final Engineering, Production of Plans, Specifications & Estimates	\$520,000	\$191,000	\$408,000	\$1,119,000

6. Prior to or concurrent with the approval of plans, specifications, estimates of cost, and authorization of the Wisconsin Department of Transportation to issue the bid documents, the County and the Cities 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.
7. At the request of the parties, Madison shall manage the PROJECT. Madison shall bill the County and Verona for their respective share of the design engineering costs as specified herein.
8. The County and Verona will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.
9. The County and the Cities 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 Cities.
10. 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.
11. 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.
12. 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.
13. 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 McDonnell, Dane County Clerk

**FOR THE CITY OF MADISON**

Date Signed: 8-25-2014

  
\_\_\_\_\_  
Paul R. Soglin, Mayor

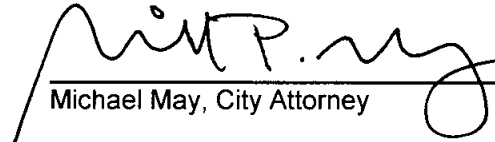
Date Signed: 8.20.2014

  
\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Date Signed: 8-22-2014

  
\_\_\_\_\_  
Dave Schmiedicke, Finance Director

Date Signed: 25 AUGUST 2014

  
\_\_\_\_\_  
Michael May, City Attorney

**FOR THE CITY OF VERONA:**

Date Signed: 9-8-14

  
\_\_\_\_\_  
Jon Hochkammer, Mayor

Date Signed: 9/8/2014

  
\_\_\_\_\_  
Kami Scofield, City Clerk