

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 79
significant

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: <div style="font-size: 24px; text-align: center;">13143</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%;">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 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 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>1/1/17</u> To: <u>12/31/17</u>																												
4. Amount of Contract or Addendum \$8,500,000																												
5. Purpose: Construct CTH M from Prairie Hill Road to Cross Country Road, to an improved 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-59177</u> Amount \$ <u>8,500,000</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>2017 RES-079</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <div style="text-align: center;"><i>[Signature]</i></div>																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<u>MG</u> Received	_____	<u>6-16-17</u>	_____
<u>[Signature]</u> Controller	_____	_____	<u>6/20/17</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>6/20/17</u>	_____
<u>[Signature]</u> Risk Management	_____	<u>6/20/17</u>	<u>6/21/17</u>
_____ ADA Coordinator	_____	_____	_____
<u>PCP</u> Purchasing Agent	_____	<u>6/21/17</u>	<u>6/21/17</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: 6/14/17 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: 6/14/17 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: 6/20/17 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).

**AGREEMENT FOR THE CONSTRUCTION OF CTH M
FROM PRAIRIE HILL ROAD TO CROSS COUNTRY ROAD**
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 “Madison”) and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as “County”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison and the County (collectively referred to as the “Parties”), along with the City of Verona (“Verona”) and the Wisconsin Department of Transportation (“WisDOT”), have determined that County Trunk Highway (“CTH”) M, from Prairie Hill Road to Cross Country Road, located in Madison and Verona (the “Cities”), is in need of reconstruction (the “Project”), and the final design will require contributions from the Parties; and,

WHEREAS, on August 25, 2014, the Parties entered into a cost sharing agreement for the design of the Project; and,

WHEREAS, on April 7, 2015, Madison entered into an agreement with WisDOT to design and construct the Project; and,

WHEREAS, Madison will enter into a separate agreement for cost sharing with Verona; and,

WHEREAS, Madison will enter into a separate agreement for cost sharing with Madison Metropolitan Sewerage District; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the local share of the Project’s final 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. Scope. The Project shall consist of the construction of an improved divided roadway, with sidewalk, off road bike paths, bike lanes, and turn lanes. The Project overview plan is attached hereto as Exhibit A. The street segments of the Project include:
 - a. CTH “M” from Prairie Hill Road to Cross Country Road.

- b. Mid Town Rd from Waterbend Rd to Waldorf Blvd.
 - c. CTH PD from 1700' West of CTH M to Meriter Way.
 - d. Meriter Way from the CTH PD to Wellness Way.
 - e. Wellness Way from Raymond Road to Meriter Way.
 - f. Raymond Road from 300' southwest of Wellness Way to 2700' northeast of Wellness Way
2. Schedule. The Project is intended to be constructed in 2017, 2018 and 2019.
 3. Cost Sharing For Construction. Except as otherwise provided for in this Agreement, the Parties agree as follows:
 - a. The Parties agree to joint financial participation in the construction 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.
 - b. The construction cost for the Project shall consist of both the construction items required to complete the Project and the construction oversight for the Project. The Parties shall share in the construction cost as detailed in Exhibit B. The final cost participation in the project will differ based on the actual cost of constructing the Project and shall be determined by the percentages for the items in which each local government participates as shown in Exhibit B.
 - c. Dane County shall not be required to pay in excess of \$8,500,000 until such time the remaining funds are included in its adopted capital budget.
 4. Traffic Signals. County agrees to cost share for the operation and maintenance of traffic signals along CTH M. The County shall enter into a separate cost sharing agreement(s) with Madison and Verona for the traffic signals constructed at the locations and percentages provided herein as follows:
 - a. CTH M and CTH PD: 1/2 Dane County, 1/4 City of Madison, 1/4 City of Verona.
 - b. CTH M and Mid Town Rd: 1/2 Dane County, 1/2 City of Madison.
 5. Prior to or concurrent with the approval of the Projects plans, specifications, estimates of cost, and authorization of WisDOT to issue the bid documents, the Parties 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.
 6. At the request of the parties, Madison shall manage the Project. Madison shall bill the County for its respective share of the Project costs as specified herein.

7. Payment. The County will reimburse Madison, within 60 days of billing, for completed services according to the responsibilities stated above.
8. 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.
9. 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.
10. 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.
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.

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
Paul Soglin, Mayor

13 June 2017
Date

Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

June 9, 2017
Date

Countersigned:

Approved as to form:

David P. Schmiedicke
David P. Schmiedicke, Finance Director

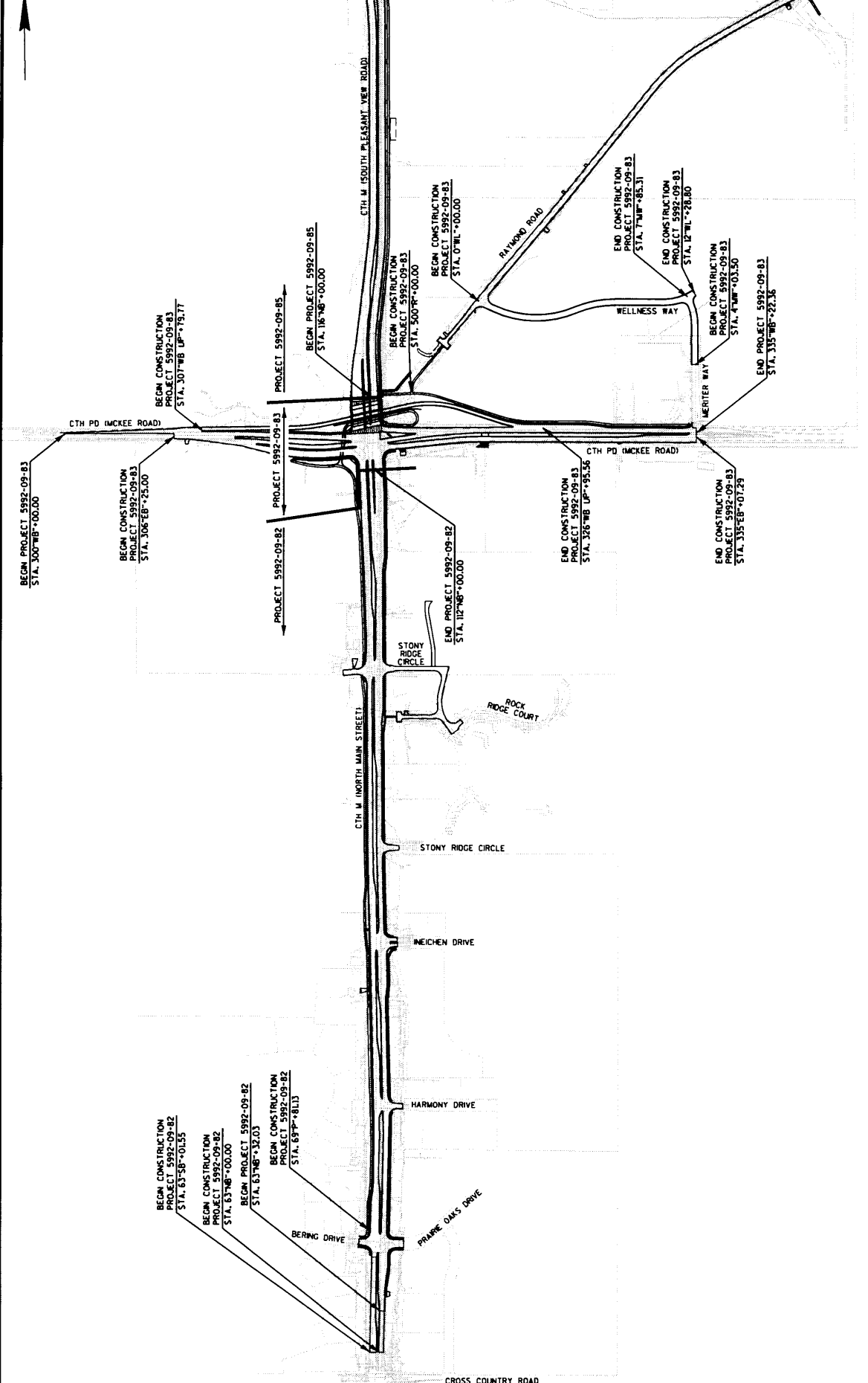
6/12/17
Date

for Patricia Louten
Michael P. May, City Attorney

6/13/17
Date

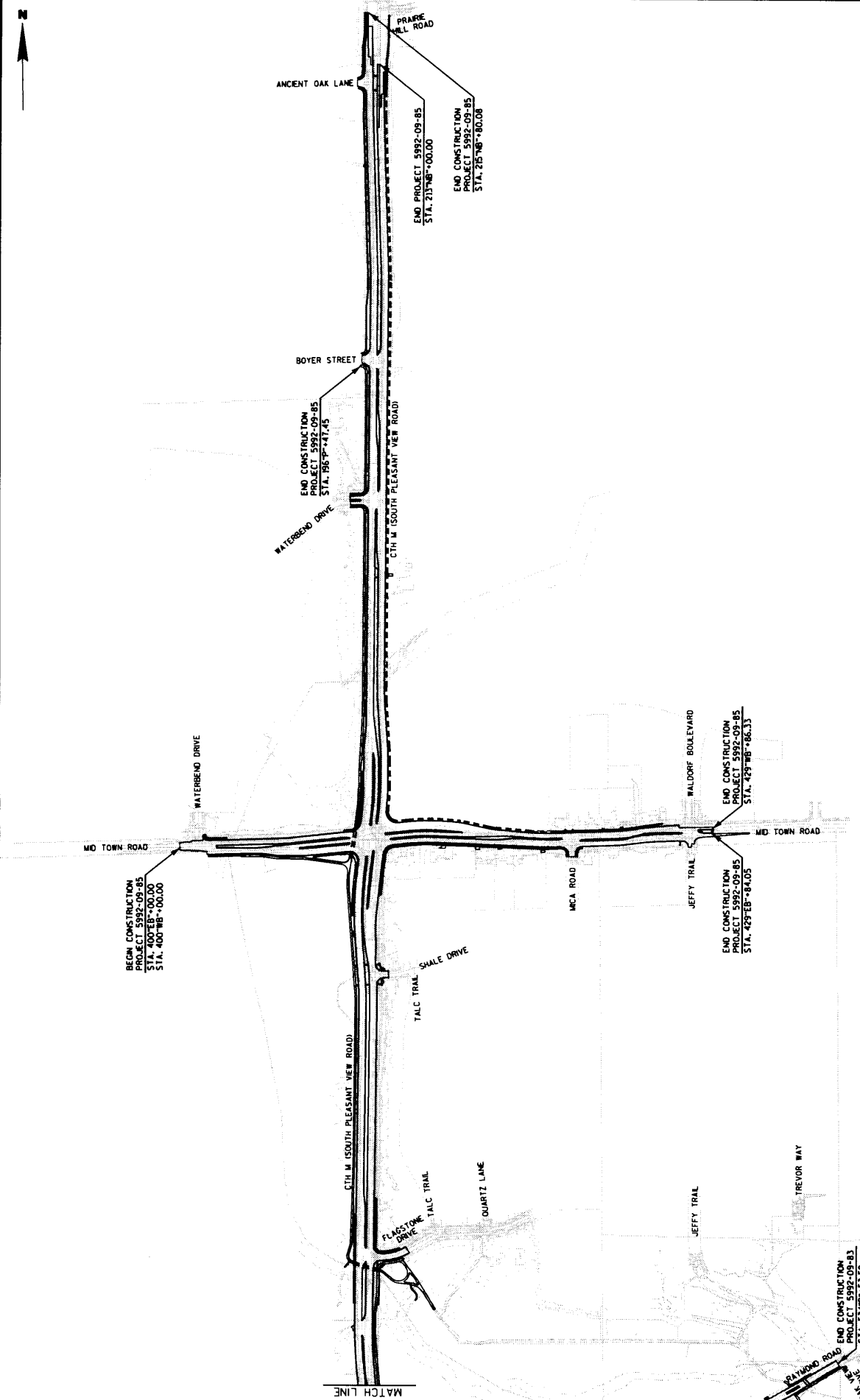
Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES 17-00298,
ID No. 46639, adopted by the Common Council of the City of Madison on APRIL 18, 2017.

EXHIBIT A
Project Plan Overview



PROJECT NO: 5992-09-82/83/85	HWY: CTH M	COUNTY: DANE	PROJECT OVERVIEW	SHEET	PRE 3
FILE NAME :	PLLOT DATE :	PLLOT BY :	PLLOT NAME :	PLLOT SCALE :	WISDOT/CAODS SHEET 42

Overseas_01.dgn 2/25/01 6:46:30 AM J. J. J.



PROJECT NO: 5992-09-83/85

HWY: CTH M

COUNTY: DANE

PROJECT OVERVIEW

SHEET

PREL 4

FILE NAME : s:\...omsgprtlit...
 Overview_09.dgn 2/25/20 7:6:00:32 AM jaldens
 PLOT DATE : s:\...plottrngdate...
 PLOT BY : s:\...plotuser...
 PLOT NAME : s:\...plottrngdate...
 PLOT SCALE : s:\...plottrngdate...
 WISDOT/CADDSS SHEET 42

EXHIBIT B
Cost Sharing Schedule

Group/ID	Description	Total Cost including inspection & contingency	Federal Share	Dane County Share ¹	Madison Share	Verona Share	MMSD Share
5992-09-81	Design (State Review & Value Eng)	\$ 195,000.00	\$ -	\$ 97,500.00	\$ 48,750.00	\$ 48,750.00	\$ -
5992-09-82	N. Main St Construction	\$ 6,365,072.08	\$ 2,494,911.34	\$ 1,764,579.96	\$ -	\$ 2,105,580.79	\$ -
5992-09-83	CTH PD Intersection Construction	\$ 16,721,852.53	\$ 6,554,448.86	\$ 4,438,203.40	\$ 2,483,790.75	\$ 3,085,901.23	\$ 159,508.29
5992-09-85	S. Pleasant View Rd Construction	\$ 21,434,446.25	\$ 8,401,639.80	\$ 6,101,863.13	\$ 6,931,296.57	\$ -	\$ -
5992-09-86	S. Pleasant View Rd Utilities	\$ 3,106,970.90	\$ -	\$ -	\$ 3,106,970.90	\$ -	\$ -
5992-09-87	N. Main St Utilities	\$ 1,500,340.75	\$ -	\$ -	\$ -	\$ 1,500,340.75	\$ -
5992-09-88	MMSD Utilities	\$ 889,143.75	\$ -	\$ -	\$ -	\$ -	\$ 889,143.75
Total		\$ 50,212,826.26	\$ 17,451,000.00	\$ 12,402,146.48	\$ 12,570,808.22	\$ 6,740,572.76	\$ 1,048,652.04

Notes

1 Dane County shall not be required to pay in excess of \$8,500,000 until such time the remaining funds are included in the adopted capital budget.

Cost Sharing Schedule

Project ID	Description		Federal share*	Dane County Share	City of Madison Share	City of Verona Share	MMSD Share	Madison Assessments
5992-09-82	N. Main St Construction							
Category	Item							
10	Roadway		50.0%	25.0%	0.0%	25.0%	0.0%	
20	Structures		50.0%	25.0%	0.0%	25.0%	0.0%	
30	Street Lighting		50.0%	0.0%	0.0%	50.0%	0.0%	
40	Traffic Signals		50.0%	25.0%	0.0%	25.0%	0.0%	
5992-09-83	CTH PD Intersection Construction							
Category	Item							
10	PD Roadway		50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
20	Raymond Roadway		50.0%	12.5%	12.5%	12.5%	12.5%	0.0%
30	Meriter & Wellness Roadway		50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
40	PD Bridge		50.0%	25.0%	0.0%	25.0%	0.0%	0.0%
50	PD Underpass		50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
60	Raymond Culvert		50.0%	0.0%	50.0%	0.0%	0.0%	0.0%
70	PD & Raymond Storm		50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
80	Meriter & Wellness Storm		50.0%	0.0%	50.0%	0.0%	0.0%	0.0%
90	Street Lighting		50.0%	0.0%	25.0%	25.0%	0.0%	0.0%
100	Traffic Signals		50.0%	25.0%	12.5%	12.5%	0.0%	0.0%
5992-09-85	S. Pleasant View Rd Construction							
Category	Item							
10	Roadway		50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
10	Roadway Assessable Items		50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
20	Structures - Flagstone		50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
30	Structures - Mid Town		50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
40	Storm Sewer		50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
50	Street Lighting		50.0%	0.0%	0.0%	0.0%	0.0%	50.0%
60	Traffic Signals		50.0%	25.0%	25.0%	0.0%	0.0%	0.0%
5992-09-86	S. Pleasant View Rd Utilities							
Category	Item							
10	Sewer		0%	0%	100.0%	0.0%	0.0%	
20	Water		0%	0%	100.0%	0.0%	0.0%	
5992-09-87	N. Main St Utilities							
Category	Item							
10	Sewer		0.0%	0.0%	0.0%	100.0%	0.0%	
20	Water		0.0%	0.0%	0.0%	100.0%	0.0%	
5992-09-88	MMSD Utilities							
Category	Item							
10	Sewer		0.0%	0.0%	0.0%	0.0%	100.0%	

* In event that federal funds are either less or more than 50%, Dane County, Madison, Verona & MMSD shares shall fluctuate proportionally