

Res 296
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12015																		
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:50%;">Contract</th> <th style="width:50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align:center; font-size:small;">if Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	if Addendum, please include original contract number		<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: 1/1/14 To: 12/31/14																			
4. Amount of Contract or Addendum \$100,000 150,000																			
5. Purpose: Dane County and the City of Madison have determined that a portion of CTH BW will be resurfaced. The jurisdiction of CTH BW from USH 51 to Femrite Drive will be transferred to the City on 11/1/14.																			
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. HWCONCAP-59185 Amount \$ 100,000 150,000																			
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 296																			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																			
14. Director's Approval																			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	6-18-14	_____
Controller	_____	_____	6-19-14
Corporation Counsel	_____	6-20-14	6/23/14
Risk Management	_____	6/23/14	6/23/14
ADA Coordinator	_____	6/23/14	6/23/14
Purchasing Agent	_____	_____	6-19-14
_____ County Executive	_____	_____	_____

VENDOR

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:

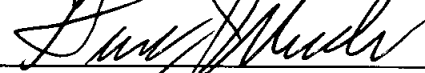
1. _____
2. _____

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: 6/17/14 Signed: 
 Telephone Number: 266-4039 Print Name: Gerald Mandli

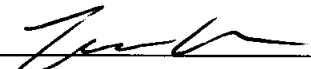
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

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

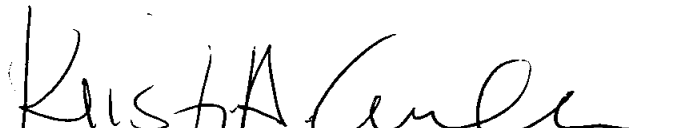
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

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

Date: 6/24/14 Signature: 

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

Date: 6/20/14 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:	June 17, 2014
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	Agreement for the resurfacing/reconstruction and jurisdictional transfer of CTH BW (East of USH 51) in the City of Madison

Description: Dane County and representatives of the City of Madison entered into an agreement to provide for the sharing of costs related to the improvements to CTH BW (Broadway) from east of USH 51 to Femrite Drive. The portion of CTH BW within the corporate limits of the City will be jurisdictionally transferred to the City of Madison, and will no longer be a County Truck Highway.

Term: 1/1/14 – 12/31/14

Budget Amount: \$100,000

Source of funding: HWCONCAP-59185

12015

**AGREEMENT FOR THE RESURFACING AND JURISDICTIONAL
TRANSFER OF CTH BW(east of USH 51) IN THE CITY OF MADISON**

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

WITNESSETH:

WHEREAS CITY and COUNTY have determined that a portion of County Trunk Highway ("CTH") BW, located in CITY, is in need of resurfacing ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the Project will be financed by a combination of COUNTY and CITY funds; and

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

WHEREAS, CITY and COUNTY wish to formalize the transfer of jurisdiction of that portion of CTH BW(0.16 mile)which lies east of USH 51 , within the City corporate limits from COUNTY to CITY; and

WHEREAS, COUNTY has obtained consent of the CITY as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH BW, east of USH 51, from the county trunk highway system. CITY consent was obtained on 5-20-14 at a meeting of the City Council meeting; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH BW, east of USH 51, from the county trunk highway system on 5/20/14; and

WHEREAS pursuant to Section 66.0301 Wis. Stats. CITY and COUNTY also 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. The Project shall consist of the resurfacing of CTH BW, from USH 51 east to Dutch Mill Road, within the corporate limits of CITY.
2. The project will be fully completed in 2014.

3. CITY agrees to accept jurisdiction of that portion of CTH BW which lies east of USH 51, a distance of 0.16 mile, within the corporate limits of the CITY, on November 1, 2014.
4. COUNTY and CITY agree to joint financial participation in those construction costs for the Project, as set forth in this Agreement and the Dane County Dept. of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities.
5. COUNTY's total obligations under this agreement, for the resurfacing shall not exceed \$100,000, which includes CHIP revenue of \$50,000 for this Project.
6. CITY's total obligations under this agreement, for the resurfacing, shall not exceed \$200,000. Of this \$200,000, \$150,000 is for the resurfacing of the CITY Street, Broadway from Collins Court to Dutch Mill Road.
7. COUNTY shall bill CITY within 60 days after invoices are received. CITY shall reimburse COUNTY, 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. 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.
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 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.
12. This Agreement shall not be amended except by written agreement of the parties.
13. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE CITY OF MADISON:

Date Signed: 6-9-2014

Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

Date Signed: 6-11-2014

David Schmiedicke
David Schmiedicke, Finance Director

Date Signed: 6-12-2014

Paul Soglin
Paul Soglin, Mayor

Approved as to Form:

Date Signed: 6/12/14

Michael P. May
Michael P. May, City Attorney