

Dane County Contract Cover Sheet

Res 539
Significant

Dept./Division	Public Works, Highway & Transportation
Vendor Name	City of Middleton
Vendor MUNIS #	1386
Brief Contract Title/Description	Agreement with the City of Middleton to reconstruct CTH MS from Cayuga St to 450 ft west of Park St, and jurisdictional transfer to the City on November 1, 2019.
Contract Term	1/1/19 to 12/31/19
Total Contract Amount	\$ 724300

Contract # <small>Admin will assign</small>	13644
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	HWCONCAP	Obj Code	59039	Amount	\$ 724,300
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

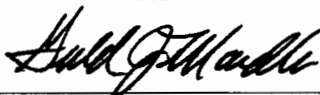
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.				Res #	539
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/27/19		
ca	Controller		3/29/19	
PCP	Purchasing	3/28/19	3/28/19	
	Corporation Counsel	3/27/19	3/27/19	
sl	Risk Management	3/27/19	3/27/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Lorie Burns
Phone #	608-266-4040	Phone #	608-821-8350
Email	matzinger@countyofdane.com	Email	lburns@ci.middleton.wi.us
Address	2302 Fish Hatchery Rd, Madison	Address	7426 Hubbard, Middleton WI 53562

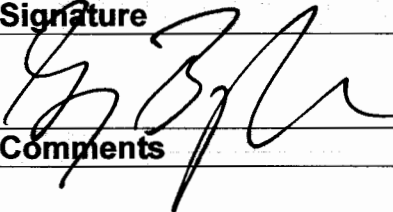
Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/27/19
	Printed Name	
	Gerald Mandli	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		3/28/19
	Comments	
Corporation Counsel	Signature	Date
		3/27/19
	Comments	

AGREEMENT FOR THE RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF CTH MS/UNIVERSITY AVENUE, FROM CAYUGA STREET TO 450 FEET WEST OF PARK STREET, IN THE CITY OF MIDDLETON

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

WITNESSETH:

WHEREAS CITY and COUNTY have determined that CTH MS/University Avenue, from Cayuga Street to 450 feet west of Park Street, requires reconstruction ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the costs of 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 by CITY policies for special assessments; and

WHEREAS that portion of CTH MS/University Avenue from Allen Boulevard to 450 feet west of Park Street within CITY limits was previously jurisdictionally transferred to CITY by an Agreement dated April 26, 2017.

WHEREAS, CITY and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MS, from Cayuga Street to a point 1,003 feet west of Allen Boulevard, 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 MS from the county trunk highway system. CITY consent was obtained on March 19, 2019 by Resolution 2019-15 at a meeting of the CITY Common Council; and

WHEREAS, COUNTY obtained the consent of the Wisconsin Department of Transportation as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH MS from the county trunk highway system on 2/11/19 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. The Project shall consist of providing new base course, new asphaltic pavement, curb & gutter replacement, driveway apron replacement, sidewalk and curb ramp replacement as necessary to meet ADA/PROWAG standards and to blend with new driveway aprons and storm sewer structure repairs on CTH MS/University

Avenue from Cayuga Street to 450 feet west of Park Street, a distance of 0.528 of a mile.

2. 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.
3. CITY will be repairing some CITY water and sanitary sewer utility facilities and adjusting structure castings concurrent with the Project, to minimize traffic disruption and the expense of separate traffic control. The costs of the utility repair work and casting adjustments will be funded entirely by CITY.
4. The CITY has determined that the intersection of Parmenter Street should be improved which includes realignment and widening of the intersection. The additional cost to widen this intersection will be funded entirely by the CITY.
5. The jurisdictional transfer of CTH MS, from Cayuga Street to a point 450 feet west of Park Street, from COUNTY to CITY shall be effective on November 1, 2019. In an Agreement dated April 26, 2017 the portion of CTH MS from Allen Boulevard to 450 feet west of Park Street within CITY limits had previously been jurisdictionally transferred. Total length of the jurisdictional transfers from Cayuga Street to a point 1,003 feet west of Allen Boulevard is 1.47 miles.
6. COUNTY's total obligations under this Agreement, shall not exceed \$724,300. CITY's total obligations under this Agreement shall not exceed \$1,046,600. CITY shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY'S cost-share policy or this Agreement. The CITY may bill the COUNTY up to \$10,000 (not to exceed 50% of total cost) of CITY-supplied materials and labor for incidental storm sewer items.
7. CITY shall reimburse COUNTY within 60 days after invoices are received by CITY.
8. 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.

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. This Agreement may only be amended in writing upon agreement by both parties.
11. 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.
12. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

This Agreement is entered into on this 19 day of March, 2019.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE CITY OF MIDDLETON:

Date Signed: 3/19/19

Gurdip Brar
Gurdip Brar, Mayor

Date Signed: 3/19/19

Lofie J. Burns
Lofie J. Burns, Clerk