

Res 456
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: <u>12979</u>																								
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	Contract Addendum																								
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">↓</td> <td style="width: 33%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 33%; 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>	↓	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"/>	Property Sale	<input type="checkbox"/>																							
<input type="checkbox"/>	Other:	<input type="checkbox"/>																							
3. Term of Contract or Addendum: From: <u>1/1/17</u> To: <u>12/31/17</u>																									
4. Amount of Contract or Addendum \$843,000																									
5. Purpose: CTH CV will be reconstructed from Vinburn Road to Commerce St within the Village Limits. CTH CV from Vinburn Rd to CTH V will be jurisdictionally transferred to the Village on November 1, 2017. The maximum share is \$843,000 for Dane County.																									
6. Vendor or Funding Source: <u>Village of Deforest</u>																									
7. MUNIS Vendor Code: <u>8466</u>																									
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-59064</u> Amount \$ <u>843,000</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>2016 RES 456</u>																									
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																									
14. Director's Approval <u><i>LuAnn Leggett</i></u> gm																									

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>2-7-17</u>	_____
<u>ab</u> Controller	_____	_____	<u>2/8/17</u>
<u>PC</u> Corporation Counsel	_____	<u>2-9-17</u>	<u>2-9-17</u>
<u>SL</u> Risk Management	_____	<u>2/8/17</u>	<u>2/8/17</u>
_____ ADA Coordinator	_____	_____	_____
<u>PCP</u> Purchasing Agent	_____	<u>2/9/17</u>	<u>2/9/17</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address <u>Village of Deforest</u> <u>306 Deforest St</u> <u>Deforest, WI 53532</u>
Contact Person <u>LuAnn Leggett</u>
Phone No. <u>846-6751</u>
E-mail Address <u>leggett@vi.deforest.wi.us</u>

Footnotes:

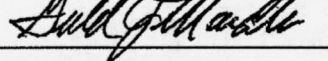
1. _____
2. _____

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> Madison WI <u>53713</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

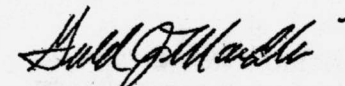
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation 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: 2-7-17 Signed:  gm
 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: 2-7-17 Signature:  gm

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: 2/1/17 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).

12979 1961

AGREEMENT FOR THE RECONSTRUCTION OF CTH CV FROM VINBURN ROAD TO COMMERCE STREET AND THE JURISDICTIONAL TRANSFER OF CTH CV FROM VINBURN ROAD TO CTH V WITHIN THE VILLAGE OF DEFOREST

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 Village of DeForest; a municipal corporation in the State of Wisconsin (hereinafter referred to as "VILLAGE")

WITNESSETH:

WHEREAS VILLAGE and COUNTY have determined that certain portions of County Trunk Highway ("CTH") CV, located in VILLAGE, are in need of reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

WHEREAS VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH CV from the Vinburn Road north to CTH V (North Street) which lies completely within the VILLAGE's corporate limits from COUNTY to VILLAGE, and

WHEREAS, COUNTY has obtained consent of the VILLAGE as required by Wis. Stat. 83.025(1)(a) to delete these portions of CTH CV from the county trunk highway system. VILLAGE consent was obtained _____ on at a meeting of the VILLAGE Board; and

WHEREAS, COUNTY obtained the consent of the Department as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH CV from the county trunk highway system on _____; and

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

WHEREAS funding is to be accomplished in accordance with past policies of cost sharing on similar CTH projects and pursuant to Dane County Department of Public Works, Highway and Transportation's Policy on Joint Projects with Municipalities; and

WHEREAS pursuant to Section 66.0301, Wis. Stats., VILLAGE and COUNTY wish to formalize arrangements for the Project's cost and the jurisdictional transfer;

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, VILLAGE and COUNTY do agree as follows:

1. VILLAGE will reconstruct CTH CV from Vinburn Road to Commerce Street.

2. VILLAGE agrees to accept, and the COUNTY cedes, jurisdiction of CTH CV, within the VILLAGE corporate limits, from Vinburn Road to CTH V a distance of one mile, effective on November 1, 2017.
3. VILLAGE and COUNTY agree to joint financial participation in 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 as adopted on May 3, 1999.
4. COUNTY shall provide the VILLAGE a one-time lump sum payment of \$338,000 upon execution of this Agreement, which shall be used by the VILLAGE for future repairs and/or improvements to the portion of CTH CV from Commerce Street to CTH V.
5. COUNTY's total obligation under this Agreement for the reconstruction of CTH CV from Vinburn Road to Commerce Street shall not exceed \$505,000.
6. COUNTY shall promptly reimburse VILLAGE for expenses incurred by the VILLAGE as described in paragraph 5, up to the maximum amount committed, within 60 days after invoices are received by the COUNTY.
7. All invoices must be received within one year of completion of project for payment to be made.
8. During the term of this Agreement, VILLAGE and COUNTY, each for itself, agrees to abide by its own equal employment and nondiscrimination policies and affirmative action plan.
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 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.

SIGNATURE PAGE FOLLOWS

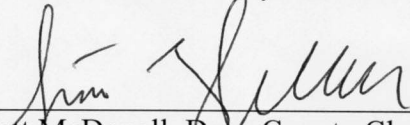
SIGNATURE PAGE

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

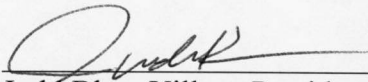
Date Signed: 2-3-17



Scott McDonell, Dane County Clerk

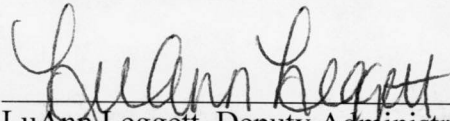
FOR THE VILLAGE OF DEFOREST:

Date Signed: 1-17-16



Judd Blau, Village President

Date Signed: 1-17-16



LuAnn Leggett, Deputy Administrator/Clerk