

Dane County Contract Cover Sheet

Res 39
Significant

Dept./Division	Public Works, Highway & Transportation
Vendor Name	Village of Deforest
Vendor MUNIS #	8466
Brief Contract Title/Description	The Dane County Highway Dept and V/Deforest has determined that traffic signals should be constructed at two intersections with CTH V.
Contract Term	1/1/18-12/31/18
Total Contract Amount	\$ 330,000

Contract # <small>Admin will assign</small>	13394
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 checked="" 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 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	57260	Amount	\$ 330,000
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 #	039
	<input checked="" 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	5/23/18		
Ch	Controller		5/25/18	
PCP	Purchasing	5/29/18	5/29/18	
	Corporation Counsel	5/29/18	5/29/18	
	Risk Management	5/25/18	5/25/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Steve Fahlgren
Phone #	266-4040	Phone #	608-846-6751
Email	matzinger@countyofdane.com	Email	fahlgrens@vi.deforest.wi.us
Address	2302 Fish Hatchery Rd Madison WI 53713	Address	120 S Stevenson St Deforest WI 53532

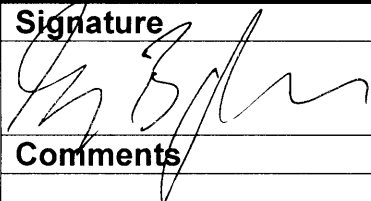
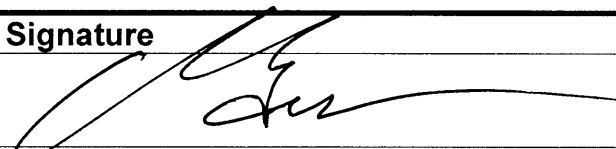
Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		5/22/18
	Printed Name	
	Gerald J. Mandli	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		5/31/18
	Comments	
Corporation Counsel	Signature	Date
		5/25/18
	Comments	

AGREEMENT FOR THE CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTIONS OF CTH V/ RIVER ROAD AND CTH V/MORRISONVILLE ROAD WITH 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 traffic signals should be constructed at two intersections with County Trunk Highway ("CTH V") ("the Project"), which will require contributions from VILLAGE and COUNTY; 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;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are acknowledged by each party for itself, VILLAGE and COUNTY do agree as follows:

1. VILLAGE will construct traffic signals at the intersections of CTH V/River Road and CTH V/Morrisonville Road.
2. 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.
3. COUNTY's total obligation under this Agreement for the construction of the Project shall not exceed \$330,000.
4. The County and Village shall enter into separate maintenance agreements with the City of Madison for their equal (50/50) shares for routine maintenance costs.
5. COUNTY shall reimburse VILLAGE within 60 days after invoices are received by the COUNTY.

Raso 2018-046

6. All invoices must be received within one year of completion of project for payment to be made.
7. During the term of this Agreement, VILLAGE 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. VILLAGE 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.
8. 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 to the extent its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives caused the harm complained of. 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.
9. This Agreement may be amended in writing upon agreement by both parties.
10. 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.
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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

FOR THE COUNTY:

Date Signed: _____

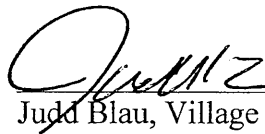
Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE VILLAGE OF DEFOREST:

Date Signed: 5.16.18



Judd Blau, Village President

Date Signed: 5.16.18



LuAnn Leggett, Village Clerk