

Res 504
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12261																											
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%; text-align: left;">Contract</th> <th style="width:40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width:30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other:</td> <td><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 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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2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 1/1/15 To: 12/31/15																												
4. Amount of Contract or Addendum \$133,000																												
5. Purpose: Reconstruction of CTH MM near the Wolfe Street intersection.																												
6. Vendor or Funding Source: Village of Oregon																												
7. MUNIS Vendor Code: 5904																												
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-59063 Amount \$ 133,000 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 2014 RES-504																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
Received	_____	2-2-15	_____
Controller	_____	_____	2/3/15
Corporation Counsel	_____	2/4/15	2/5/15
Risk Management	_____	2/3/15	2/4/15
ADA Coordinator	_____	2/3/15	2/4/15
Purchasing Agent	_____	2/5/15	2/5/15
_____ County Executive	_____	_____	_____

Vendor Name & Address Village of Oregon 117 Spring St Oregon WI 53575
Contact Person Peggy Haag
Phone No. 608-835-6282
E-mail Address phaag@vil.oregon.wi.us

Footnotes:

1. _____
2. _____

Return To: Name/Title: Jim Matzinger Dept.: Public Works, 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: 1/29/15 Signed: *[Signature]*
 Telephone Number: 608-266-4037 Print Name: Gerald J. 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: 1/29/15 Signature: *[Signature]*

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

Date: 2/4/15 Signature: *[Signature]*

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

Date: 2/5/14 Signature: *[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 RESURFACING OF CTH MM NEAR ITS INTERSECTION WITH WOLFE STREET IN VILLAGE OF OREGON

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

WITNESSETH:

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

WHEREAS the VILLAGE has determined that an adjacent portion of VILLAGE Street will also be included in the Project.

WHEREAS the Project will be financed by a combination of COUNTY and VILLAGE funds; 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 is acknowledged by each party for itself, VILLAGE and COUNTY do agree as follows:

1. The Project shall consist of reconstructing and resurfacing a portion of CTH MM as described herein and as depicted in Sections 1, 2 and 3 in the attached Exhibit A which is incorporated by reference ("the Project"). COUNTY will remove the existing concrete and place crushed aggregate base course in Sections 1 and 2. VILLAGE will remove the existing concrete and replace the base course in Section 3. COUNTY will place 5 inch HMA surface over the new base course in Sections 1, 2 and 3. In addition, VILLAGE will replace their utilities in coordination with the Project.
2. The Project shall be completed in 2015.
3. COUNTY's total obligations under this Agreement, shall not exceed \$55,000. VILLAGE'S total obligations under this Agreement shall not exceed \$78,000. Costs shall be apportioned per each party's pro rata share as determined by its respective roadway and COUNTY's cost-share policy. The VILLAGE's cost of replacing the utility for the entire project and the cost of concrete removal / base restoration on the VILLAGE street section (identified as Section 3 in Exhibit A) is separate from these Project costs and shall be fully funded by the VILLAGE.

4. VILLAGE shall reimburse COUNTY within 60 days after invoices are received by VILLAGE.
5. 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, martial 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.
6. 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.
7. This Agreement may only be amended in writing upon agreement by both parties.
8. 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.
9. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
10. COUNTY agrees that it will comply with all applicable state and federal laws in performing the work under this agreement, including not limited to any applicable wage laws and public bidding laws.

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 OREGON:

Date Signed: 1/12/2015

Steve Staton
Steve Staton, Village President

Date Signed: 1/12/2015

Peggy Haag
Peggy Haag, Village Clerk

