

Res 243
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12042																											
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%;">Contract</th> <th style="width:40%;">If Addendum, please include original contract number</th> <th style="width:30%;">Addendum</th> </tr> <tr> <td style="text-align:center;">↓</td> <td></td> <td style="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>	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: 1/1/14 To: 12/31/14																												
4. Amount of Contract or Addendum 1,650,000																												
5. Purpose: The Dane County Dept of Public Works and representatives of the Cities of Madison & Monona have determined that a part of CTH BB-Monona Drive from Pflaum Rd to Winnequah Rd is in need of reconstruction.																												
6. Vendor or Funding Source: City of Monona																												
7. MUNIS Vendor Code: 1387																												
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-59128 Amount \$ 1,650,000 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 _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Mg</i> Received	_____	7/29/14	_____
<i>ca</i> Controller	_____	_____	7/31/14
<i>Kg</i> Corporation Counsel	_____	7/31/14	8/1/14
<i>[Signature]</i> Risk Management	_____	8/1/14	8/1/14
<i>[Signature]</i> ADA Coordinator	_____	8/1/14	8/1/14
<i>RS</i> Purchasing Agent	_____	7/31/14	7/31/14
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
City of Monona Rm 115 210 MLK Jr Blvd
Contact Person
Robert Phillips
Phone No.
266-4751
E-mail Address
engineering@cityofmadison.com

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: 7/29/14 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).*

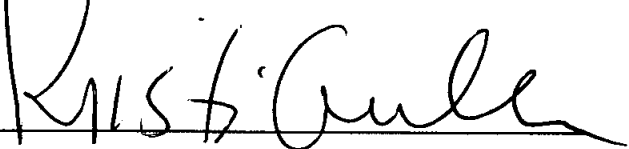
1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 7/29/14 Signature: 

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

Date: 8/4/14 Signature: 

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

Date: 8/4/14 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:	July 29, 2014
TO:	Joseph Parisi, County Executive
FROM:	Jim Matzinger, Business Manager
SUBJECT:	Agreement for the resurfacing/reconstruction of CTH BB (Monona Drive) from Pflaum Road to Winnequah Road

Description: Dane County and representatives of the Cities of Madison and Monona have entered into an agreement to provide for the sharing of costs related to the improvements to CTH BB (Monona Dr) from Pflaum Road to Winnequah Road.

Term: 1/1/14 – 12/31/14

Budget Amount: \$1,650,000 after transfers from other construction accounts

Source of funding: Borrowed

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR THE SHARING OF CERTAIN COSTS RELATING TO THE
IMPROVEMENTS TO MONONA DRIVE FROM PFLAUM ROAD TO WINNEQUAH
ROAD**

THIS AGREEMENT, is made and entered into by and between the County of Dane, a county of the State of Wisconsin (hereinafter referred to as "County"); the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as "Madison"); and the City of Monona, a Wisconsin municipal corporation (hereinafter referred to as "Monona"); effective as of the last date of signature below.

WHEREAS, the County, Madison and Monona have determined that Monona Drive is in need of reconstruction; and

WHEREAS, the reconstruction of Monona Drive (CTH BB) is scheduled to be completed in three phases. Phase One consists of the reconstruction of Monona Drive from Broadway (CTH BW) to the Pflaum Road intersection ("The Project"). Phase Two consists of the reconstruction of Monona Drive from Winnequah Road to Cottage Grove Road which is scheduled to be completed in 2012. Phase Three consists of the reconstruction of Monona Drive from Pflaum Road to Winnequah Road which is scheduled to be completed in 2014. This Agreement governs Phase Three of Monona Drive reconstruction; and

WHEREAS, the Project will be financed by a combination of Madison, Monona, Dane County and Federal/State funds; and

WHEREAS, Monona has entered into an agreement with the Wisconsin Department of Transportation to construct the Project; and

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

WHEREAS, the corporate limits between Madison and Monona run along the centerline of approximately .8662 miles of the Phase Three portion of Monona Drive, which is also a county highway (hereinafter referred to as "the Joint Roadway"); and

WHEREAS, the parties have each determined that it is cost effective and beneficial to perform the road improvements to the Joint Roadway at the same time; and

WHEREAS, the parties have agreed to share the cost of the road improvements to the Joint Roadway and wish to formalize their agreement pursuant to Section 66.0301 Wis. Stats.; and

WHEREAS, both Madison and Monona own underground utilities within the limits of the Project and, as part of the Project, have decided to replace some or all of such utilities in conjunction with the road improvements at their own respective costs.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

1. The Project shall consist of the reconstruction of Monona Drive, from Pflaum Road (Nichols Road in Monona) to Winnequah Road, to an improved roadway with bicycle and pedestrian facilities, as more fully described in the Project engineering plans which are incorporated herein by reference.

2. Monona shall be the lead agency for the Project.

3. The parties agree to joint financial participation in the costs for the road improvements to the Joint Roadway as set forth in Exhibit A attached hereto. In the event the actual costs of construction exceed the amounts shown on Exhibit A, the parties shall be responsible for the excess amount in proportion to the amounts set forth in Exhibit A. Notwithstanding the previous sentences of this subsection, Madison and Monona will be solely responsible for the costs for underground utility improvements under their respective jurisdictions as part of the Project.

4. Monona will invoice the County and Madison for their respective shares of the Project costs as it is invoiced for the work. The County and Madison will each pay Monona within 60 days after receipt of their respective invoices.

5. 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.

6. Each party shall be responsible for all injuries, claims, or losses, including attorney's fees, arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

7. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, regulations and requirements to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

8. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

9. Monona 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 IMMEDIATELY FOLLOWS:

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

FOR THE COUNTY:

Date Signed: _____

Joseph Parisi, County Executive

Date Signed: _____

Karen Peters, County Clerk

FOR THE CITY OF MADISON

Date Signed: June 19, 2014

Paul R. Soglin, Mayor

Date Signed: June 17, 2014

Maribeth Witzel-Behl, City Clerk

Date Signed: 6/18/14

David Schmiedicke, Finance Director

Date Signed: 18 JUNE 2014

Michal May, City Attorney

FOR THE CITY OF MONONA

Date Signed: 7/7/14

Robert E. Miller, Mayor

Date Signed: 7-7-14

Joan Andrusz, City Clerk

Date Signed: 7-21-14-

Patrick S. Marsh, City Comptroller

Date Signed: 7-21-14

William S. Cote, City Attorney

EXHIBIT A

Monona Drive Phase III Construction
Allocation of Construction Costs

Agency	Allocation of Bid items	Engineering and Contingency	Total Estimated Construction Cost
Federal Government	\$3,922,100.00	\$ 376,900.00	\$3,769,000.00
Dane County	\$1,355,926.87	\$ 150,658.54	\$1,506,585.41
City of Madison – Street	\$1,086,957.19	\$ 120,773.02	\$1,207,730.21
City of Madison – Water	\$2,143.35	\$238.15	\$2,381.50
City of Madison – Sewer	\$85,129.48	\$9,458.83	\$94,588.31
City of Monona – Street	\$1,458,005.44	\$162,000.60	\$1,620,006.05
City of Monona – Water	\$693,437.09	\$77,048.57	\$770,485.65
City of Monona – Sewer	\$568,007.55	\$63,111.95	\$631,119.50
Total:			\$9,601,896.62