

Dane County Contract Cover Sheet

Res 482
Significant

Dept./Division	Public Works, Highway & Transportation
Vendor Name	Village of McFarland
Vendor MUNIS #	8470
Brief Contract Title/Description	Agreement for the design, reconstruction and jurisdictional transfer of CTH MN from USH 51 to Long St in the Village of McFarland
Contract Term	1/1/18-12/31/18
Total Contract Amount	\$ 570,000

Contract # <small>Admin will assign</small>	13354
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	57164	Amount	\$ 604,636
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

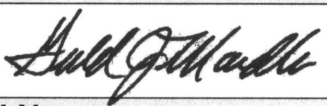
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	2017		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	482		

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	4/4/18		
CK	Controller		4/4/18	
PCP	Purchasing	4/4/18	4/4/18	
	Corporation Counsel	4/4/18	4/4/18	
	Risk Management	4/4/18	4/4/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Jim Matzinger	Name	Cassandra Suettinger
Phone #	266-4040	Phone #	608-838-3153
Email	matzinger@countyofdane.com	Email	cassandra.suettinger@mcfarland.wi.us
Address	2302 Fish Hatchery Rd, Madison WI 53713	Address	5915 Milwaukee St, MFarland WI 53558

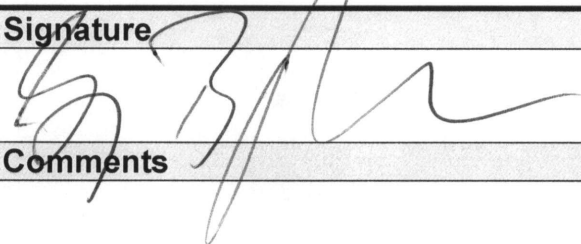
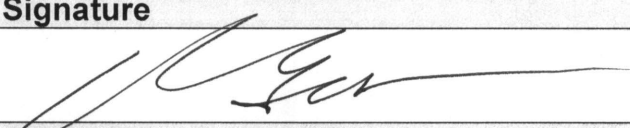
Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		4/3/18
	Printed Name	
	Gerald Mandli	

Contracts Exceeding \$100,000

Major Contracts Review - DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		4/4/18
	Comments	
Corporation Counsel	Signature	Date
		4/4/18
	Comments	

AGREEMENT FOR THE, DESIGN, RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF CTH MN IN THE VILLAGE OF MCFARLAND

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

WITNESSETH:

WHEREAS VILLAGE and COUNTY have determined that the portion of County Trunk Highway ("CTH") MN, located within VILLAGE, is in need of reconstruction ("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 county policies and past practices of cost sharing on similar CTH projects; and

WHEREAS, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH MN, from USH 51 to Long Street, within the village 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 this portion of CTH MN from the county trunk highway system. VILLAGE consent was obtained 3/2/18 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 MN from the county trunk highway system on 3/07/18 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 the design and reconstruction of CTH MN, from USH 51 to Long Street within the corporate limits of VILLAGE, a distance of 0.76 of a mile.
2. The project will be fully completed in 2018.

3. The jurisdictional transfer of CTH MN, from USH 51 to Long Street, from COUNTY to VILLAGE shall occur on November 1, 2018.
4. COUNTY and VILLAGE 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.
5. COUNTY's total obligations under this agreement, for design and construction, shall not exceed \$570,000.00
6. VILLAGE'S total obligations under this agreement, for design and construction, shall not exceed \$801,000. VILLAGE shall be responsible for all costs associated with the Project not covered by COUNTY pursuant to this Agreement.
7. VILLAGE shall bill COUNTY within 60 days after invoices are received. COUNTY shall reimburse VILLAGE within 60 days of billing for completed services according to the responsibilities stated herein. All invoices shall be submitted within one year of completion of the Project for payment to be considered.
8. The parties acknowledge and agree that this Agreement includes consideration for both parties. COUNTY agrees to finance a portion of the design and construction of the Project in exchange for the jurisdictional transfer. There is no unilateral transfer of service as contemplated in §66.0602, Wis. Stats., that would necessitate or result in a levy shift. No levy funds will be transferred as a part of this Agreement
9. 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.

10. 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.
11. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.
12. Any amendment to this Agreement shall be by written consent of the parties.
13. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
14. COUNTY shall provide a written copy of this signed agreement to the State of Wisconsin for registration.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE VILLAGE OF MCFARLAND:

Date Signed: 3/19/18

Brad Czebotar
Brad Czebotar, Village President

Date Signed: 3/19/18

Cassandra Suettinger
Cassandra Suettinger, Village Clerk