

Res 614
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">13030</div>																											
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: <u>1/1/17</u> To: <u>12/31/17</u>																												
4. Amount of Contract or Addendum \$200,000																												
5. Purpose: CTH CC will be reconstructed from CTH MM/Main Street to Ash Street within the Village of Oregon. CTH CC from CTH MM/Main Street to Ash Street will be jurisdictionally transferred to the Village on November 1, 2017. The maximum share is \$200,000 for Dane County.																												
6. Vendor or Funding Source: Village of Oregon																												
7. MUNIS Vendor Code: 5904																												
8. Bid/RFP Number: 117034 - HMA Pavement																												
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-59073</u> Amount \$ <u>200,000</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 614</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i> <i>[Signature]</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MA</i> Received	_____	<u>3-29-17</u>	_____
<i>CA</i> Controller	_____	_____	<u>3/31/17</u>
<i>CS</i> Corporation Counsel	_____	<u>4/3/17</u>	<u>4-3-17</u>
<i>RA</i> Risk Management	_____	<u>3/31/17</u>	<u>4/3/17</u>
_____ ADA Coordinator	_____	_____	_____
<i>AP</i> Purchasing Agent	_____	<u>4/3/17</u>	<u>4/4/17</u>
_____ County Executive	_____	_____	_____

VENDOR

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

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> <u>Madison WI 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: 3-29-17 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).*

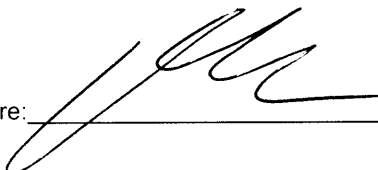
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: ~~2-7-17~~ 3-29-17 Signature: 

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: 4/3/17 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 RECONSTRUCTION AND JURISDICTIONAL TRANSFER
OF CTH CC/JEFFERSON STREET, FROM CTH MM/MAIN STREET TO ASH
STREET, IN THE 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 CTH CC/Jefferson Street, from CTH MM/Main Street to Ash Street, requires reconstruction ("the Project"), which will require contributions from VILLAGE and COUNTY; and

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

WHEREAS funding is to be accomplished in accordance COUNTY'S, "Highway and Transportation Statement of Policy for Joint Projects with Municipalities" dated May 3, 1999, and

WHEREAS, VILLAGE and COUNTY wish to formalize the transfer of jurisdiction of the portion of CTH CC/Jefferson Street from CTH MM/Main Street to the extension of the western right-of-way of Ash 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 CC from the county trunk highway system. Consent by the VILLAGE for jurisdictional transfer from the COUNTY to the VILLAGE was provided in the Memorandum of Understanding dated August 8, 2016; and

WHEREAS, COUNTY obtained the consent of the Wisconsin Department of Transportation as required by Wis. Stat. 83.025(1)(a) to delete this portion of CTH CC from the county trunk highway system on 2/23/17; 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 providing new asphaltic surface, roadway base, spot curb and gutter replacement on CTH CC/Jefferson Street from approximately 100 feet west of the

railroad centerline to the extension of the western right-of-way of Ash Street. More specifically, COUNTY will remove all existing pavement, provide two foot excavation between curb and gutter (including removing existing concrete base material (if any), and excavating additional soils deemed unsuitable soils by the Village's public works director and COUNTY's engineer, and installing geo fabric over such unsuitable soil), install engineered base material, and pave five inch hot mix asphalt surface. Base material and asphalt shall conform to State of Wisconsin Department of Transportation specifications. VILLAGE will coordinate spot curb and gutter replacement not to exceed 20% of total linear feet of curb and will backcharge COUNTY. County will do centerline painting. Manhole and water box adjustment, and crosswalk painting shall be done by VILLAGE. COUNTY will coordinate with VILLAGE to allow VILLAGE to complete water main installation and spot curb and gutter replacement before COUNTY proceeds with road reconstruction work.

2. 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.
3. VILLAGE will be replacing VILLAGE utilities prior to the start of the Project and the costs of this work will be funded entirely by VILLAGE.
4. The Project will be completed in 2017.
5. The jurisdictional transfer of CTH CC/Jefferson Street, from CTH MM/Main Street to the extension of the western right-of-way of Ash Street, from COUNTY to VILLAGE shall occur on November 1, 2017. The length of this section of roadway is 2,650 feet.
6. If the VILLAGE'S Public Works Director determines that work does not meet the requirements of this agreement, COUNTY and VILLAGE shall proceed in good faith to correct any deficiencies. Any determination that work does not meet requirements shall be in writing and shall specifically identify issues of concern. If COUNTY and the VILLAGE'S Public Works Director disagree regarding whether the work meets the requirements of this agreement, the parties shall engage a mutually agreed engineering firm to resolve the dispute. The costs of any outside consultant shall be borne equally between the VILLAGE and COUNTY.
7. COUNTY's total obligations under this Agreement shall not exceed \$200,000. VILLAGE's total obligations under this Agreement shall not exceed \$200,000. VILLAGE shall be responsible for all costs associated with the PROJECT not covered by COUNTY pursuant to COUNTY'S cost-share policy or this Agreement.
8. VILLAGE shall reimburse COUNTY within 60 days after invoices are received by VILLAGE.
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. This Agreement may only be amended in writing upon agreement by both parties.
12. 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.
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.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE VILLAGE OF OREGON:

Date Signed: 3/20/17

Steve Staton
Steve Staton, President

Date Signed: 3/22/2017

Candie M. Jones
Peggy Haag, Clerk - Deputy
Candie M. Jones