

Res 349

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Public Works, Highway & Transportation		CONTRACT/ADDENDUM #: 13148	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		↓ If Addendum, please include original contract number ↓	
3. Term of Contract or Addendum: From: <u>1/1/17</u> To: <u>12/31/17</u>		<input checked="" type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum \$49,430		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: Design and reconstruct the intersection of CTH T and Sprecher Rd.		<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"/>	
6. Vendor or Funding Source: City of Madison			
7. MUNIS Vendor Code: 1384			
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. <u>HWCONCAP-_____</u>		Amount \$ <u>49,500</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-349</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>			

CONTRACT REVIEW/APPROVALS

Initials		Ftnt	Date In	Date Out
<i>MG</i>	Received	_____	<u>6-22-17</u>	_____
<i>CP</i>	Controller	_____	_____	<u>6/26/17</u>
<i>CP</i>	Corporation Counsel	_____	<u>6/23/17</u>	<u>6/23/17</u>
<i>RM</i>	Risk Management	_____	<u>6/23/17</u>	<u>6/23/17</u>
<i>PCP</i>	ADA Coordinator	_____	_____	_____
<i>PCP</i>	Purchasing Agent	_____	<u>6/23/17</u>	<u>6/23/17</u>
_____	County Executive	_____	_____	_____

VENDOR

Vendor Name & Address	
City of Madison 210 MLK Blvd Madison, WI 53703	
Contact Person Maribeth Witzel-Behl	
Phone No. 266-4601	
E-mail Address clerk@cityofmadison.com	

Footnotes:

- _____
- _____

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: 6/22/17 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: _____ 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: _____ 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 DESIGN AND RECONSTRUCTION OF CTH T and
SPRECHER ROAD INTERSECTION IN THE CITY OF MADISON**

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 City of Madison, a municipal corporation in the State of Wisconsin (hereinafter referred to as "CITY")

WITNESSETH:

WHEREAS CITY and COUNTY have determined that the intersection of County Trunk Highway ("CTH") T and Sprecher Road is in need of reconstruction ("the Project"), which will require contributions from CITY and COUNTY; and

WHEREAS the Project will be financed by a combination of COUNTY and CITY 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 pursuant to Section 66.0301 Wis. Stats. CITY 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, CITY and COUNTY do agree as follows:

1. The Project shall consist of the design and reconstruction of the intersection of CTH T and Sprecher Road.
2. The project was fully completed in 2015.
3. COUNTY and CITY agree to joint financial participation in the reconstruction 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.
4. COUNTY's total obligations under this agreement, for design and reconstruction, shall not exceed \$49,430.
5. CITY'S total obligations under this agreement, for design and reconstruction, shall not exceed \$60,000.
6. COUNTY shall reimburse CITY within 60 days of billing for completed services

according to the responsibilities stated herein.

7. Non-Discrimination. 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.
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 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.
9. 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.
10. Any amendment to this Agreement shall be by written consent of the parties.
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.

FOR THE COUNTY:

Date Signed: _____

Joe Parisi, Dane County Executive

Date Signed: _____

Scott McDonell, Dane County Clerk

FOR THE CITY OF MADISON

Paul R. Soglin
Paul R. Soglin, Mayor

19 June 2017
Date

Maribeth Witzel-Behl
Maribeth Witzel-Behl, City Clerk

May 16, 2017
Date

Countersigned:

David P. Schmiedicke
David P. Schmiedicke, Finance Director

6.8.17
Date

Eric Veum
Eric Veum, Risk Manager

6/7/17
Date

Approved as to form:

Michael P. May
Michael P. May, City Attorney

19 JUNE 2017
Date

Execution of this Agreement by the City is authorized by Resolution Enactment No. RES 15-00385, ID No. 37918, adopted by the Common Council of the City of Madison on April 21, 2015.