

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 432
Significant

DEPARTMENT Public Works, Highway & Transportation	CONTRACT/ADDENDUM #: 12749																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </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>1/1/16</u> To: <u>12/31/17</u>																												
4. Amount of Contract or Addendum 114,000																												
5. Purpose: CTH V Bridge will be reconstructed to an improved urban bridge with bicycle and pedestrian facilities. The maximum share is \$114,000 for Dane County.																												
6. Vendor or Funding Source: Village of DeForest																												
7. MUNIS Vendor Code: 8466																												
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-59156</u>	Amount \$ 342,514 114,000																											
Account No. & Amount, Org. & Obj. _____	Amount \$ _____																											
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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>2015 RES-432</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MJ</u> Received	_____	<u>3-23-16</u>	_____
<u>cl</u> Controller	_____	_____	<u>3/26/16</u>
<u>KJ</u> Corporation Counsel	_____	<u>3-24-16</u>	<u>3/25/16</u>
<u>KJ</u> Risk Management	_____	<u>3-24-16</u>	<u>3/25/16</u>
_____ ADA Coordinator	_____	_____	_____
<u>cl</u> Purchasing Agent	_____	_____	<u>3/26/16</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address Village of DeForest 306 DeForest St DeForest, WI 53532
Contact Person LuAnn Leggett
Phone No. 846-6751
E-mail Address leggett@vi.deforest.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: _____ Signed: _____

Telephone Number: _____ Print Name: _____

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: 3/24/16 Signature: Kristi A. Gule

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 OF CTH V/NORTH STREET BRIDGE
BETWEEN THE VILLAGE OF DEFOREST AND COUNTY OF DANE

THIS AGREEMENT, 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 DeForest; a municipal corporation in the State of Wisconsin (hereinafter referred to as "MUNICIPALITY");

WITNESSETH:

WHEREAS MUNICIPALITY, COUNTY, and the Wisconsin Department of Transportation, have determined that the County Trunk Highway ("CTH") V /North Street Bridge, located in MUNICIPALITY, is in need of reconstruction ("the Project"), which will require contributions from MUNICIPALITY and COUNTY;

WHEREAS County has entered into an agreement with the Wisconsin Department of Transportation to construct this Federal/State funded Project.

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

WHEREAS pursuant to Section 66.0301 Wis. Stats. MUNICIPALITY and COUNTY wish to formalize arrangements for the local share of 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, MUNICIPALITY and COUNTY do agree as follows:

1. The project shall consist of the construction of the CTH "V"/North Street Bridge, to an improved urban bridge with bicycle and pedestrian facilities.
2. The construction of the project is intended to be fully completed in 2017.
3. COUNTY and MUNICIPALITY agree to joint financial participation for the construction costs for the Project, as set forth in this agreement and in COUNTY's "Joint Projects with Municipalities" Policy attached hereto as Exhibit A.
4. MUNICIPALITY 's total obligations under this agreement, for the construction, shall not exceed \$ 177,575.
5. COUNTY's total obligations under this agreement, for the construction, shall not exceed \$ 114,000.
6. MUNICIPALITY will reimburse COUNTY, within 60 days of billing, for completed services according to the responsibilities stated above.
7. In implementing this agreement, MUNICIPALITY and COUNTY, each for itself, agree to abide by its own equal employment and nondiscrimination policies and affirmative action plans- and, in doing so, not to discriminate in violation of any State or Federal law against any individual on the basis of age, race, ethnicity , religion, color, gender, disability, martial status, sexual orientation, national origin, ancestry, physical condition, 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 the State of Wisconsin, or any other basis prohibited by State or Federal laws ,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. MUNICIPALITY agree 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.

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 a proportionate share of such liabilities equal to the percentage caused by 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 VILLAGE OF DeForest

Date Signed: 3.1.16 _____
Judd Blau
Village President

Date Signed: 3.1.16 _____
LuAnn Leggett
Village Clerk/Deputy Administrator

EXHIBIT A

Joint Projects with Municipalities

The following is Dane County's general policy for joint improvement projects on County trunk highways. It should be noted there will be no joint projects without prior County approval and funds budgeted by both units. Approval must be obtained for design and again for construction since separate budgets are involved. As part of the project review process, the County requests a copy of the municipality's up-to-date land use and transportation plans (if available). The County is also interested in the aspects of the municipality's plans (if available) that support bicycle, pedestrian, transit, and Traffic Demand Management (TDM) efforts to reduce automobile trips and congestion.

Engineering

The County will share one-half (1/2) the engineering costs, design and construction, of all items in which the County participates. The maximum percentage for design and construction engineering costs as a percentage of actual total construction costs shall be 25% for road projects, 30% for bridge projects, and 35% for intersection/signal projects. Plans shall be approved by the County prior to letting and to any agreement for construction being signed.

Right-of-way

The County shall obtain, gain ownership, and assume all costs associated with roadway right-of-way only for projects where multi-jurisdictional control of adjoining property exists. Any further right-of-way required for municipal amenities such as turn lanes into commercial areas or sideroads, sidewalks, bicycle paths, additional lanes, or frontage roads, shall be acquired by the municipality. The municipality shall acquire the needed right-of-way for the project if the municipality intends, through agreement with the County, to assume maintenance control of the County trunk after the improvement is completed.

Curb & Gutter

The County will share in the costs of curb and gutter construction. Cost participation is as follows:

- A. The County will share in one-half (1/2) of the costs of curb and gutter construction required along the median areas in multi-lane facilities.
- B. The County will share in one-half (1/2) of the costs of curb and gutter construction involved in a safety improvement project where the sole purpose of the curb and gutter is to assure proper channelizing of traffic.
- C. The County will share in one-half (1/2) of the costs for isolated curb and gutter where the construction of the curb and gutter is exclusively for purposes of eliminating right-of-way purchases.
- D. Where the Municipality has a curb and gutter assessment policy, the County will share in one-half (1/2) of the costs of the outside curb and gutter for those sections of curb and gutter that are not directly assessable to the adjacent property owner. The County will share in one-quarter (1/4) of the costs of outside curb and gutter for those sections of curb and gutter that are directly assessable to the property owner. The amount assessed to the

property owner shall be credited equally to the local share provided by the County and Municipality.

- E. The County will not share in the costs of outside curb and gutter where the municipality does not have curb and gutter assessment policy.
- F. The Municipality shall be responsible for the future costs of the maintenance and repair of the curb and gutter.

Sidewalk

- A. Where the Municipality has a sidewalk assessment policy, the County will share in one-half (1/2) of the costs of the sidewalk construction where those sections of sidewalk are not directly assessable to the adjacent property owner. The County will share in 1/4 of the cost of sidewalk for those sections of sidewalk that are directly assessable to the property owner. The amount assessed to the property owner shall be credited equally to the local share provided by the County and the Municipality.
- B. The County will not share in the costs of sidewalk where the municipality does not have a sidewalk assessment.
- C. The Municipality shall be responsible for the future costs of the maintenance and repair of the sidewalk.

Driveway Aprons

The County will not share in the costs of concrete driveway apron construction.

Bicycle Paths

The County will share in one-half (1/2) of the costs of a widened roadway section that is available for bicycle use. "Off-road" bicycle paths may be funded by improvement project funds. Any cost sharing for "Off-road" bicycle paths, including overhead or tunnel road crossing within the right-of-way, will be determined on an individual basis. The Municipality shall be responsible for the future costs of maintenance and repair of the bicycle paths.

Storm Sewers

The County will share in one-half (1/2) the costs of all storm sewer and related structures associated with the project improvement. The County may share in the costs of the drainage structures or pipes associated with major municipal storm trunk sewer systems that pass through the project. The municipality may choose to relocate or enlarge their sewer system at the time the project is undertaken. Any cost sharing of this type will be determined on an individual basis.

Sanitary Sewers and Water Mains

The County will not share in the costs of adjusting, relocating, repairing, placing, or replacing any sanitary sewer or water main, or appurtenances within or adjacent to the improvement project.

Bridges

The County will share in one-half (1/2) the costs of any bridge widening or construction involved in the project.

Road Lighting

The County will not share in roadway lighting costs.

Traffic Lights and Signing

The County will assume the costs of highway signing, with the exception of parking or restrictive parking signs, for which the County will not share costs. The County will assume one-half (1/2) of all costs involved in traffic light installations, and will enter into contracts for their maintenance as long as signals are warranted per accepted engineering standards.

Roadway Pavement, Grading and Base

The County will share in one-half (1/2) the costs associated with the pavement, grading and base.

Landscaping

The County will share in one-half (1/2) the costs of general landscaping (seeding and sodding) within the right of way. Sodding costs assumed by the County will be limited to areas where it is intended to control erosion, or it is the only viable alternative for right-of-way restoration (areas where seed mulch won't suffice). Major plantings as requested by the municipality shall be at their expense.

Pavement Marking

The County will share in one-half (1/2) the costs of all original thermoplastic center line or lane markings. The County shall share in one-half (1/2) the costs of all original thermoplastic pedestrian markings. The Municipality shall be responsible for the future costs of maintenance and repair of the pedestrian markings.

Jurisdictional Transfers

The County shall consider a jurisdictional transfer where a roadway segment is improved to urban standards entirely within one municipality or where multi-jurisdictions can agree to maintain the segment. The County may determine not to participate in the project if a jurisdictional transfer cannot be achieved.

Prior to actual commencement of construction, and after the project funds have been appropriated, formal contracts will be entered into by the County and municipality which will note all cost sharing items and the financial commitments of both parties for the joint improvement projects.

This revised policy will take effect with the adoption of the 2000 budget and beyond. Projects budgeted prior (year 2000 budget) to adoption of the revised policy will not be altered.

This policy was adopted by the Dane County Transportation Committee at its meeting on May 3, 1999.