

# Dane County Contract Cover Sheet

*Res 647  
significant*

<b>Dept./Division</b>	Public Works, Highway & Transportation
<b>Vendor Name</b>	Town of Middleton
<b>Vendor MUNIS #</b>	8019
<b>Brief Contract Title/Description</b>	Agreement with the Town of Middleton for the construction and maintenance of improvements including turn lanes and traffic signals at CTH S and Pioneer Road in the Town of Middleton
<b>Contract Term</b>	1/1/19 to 12/31/19
<b>Total Contract Amount</b>	\$ 275,000

<b>Contract #</b> <small>Admin will assign</small>	13731
<b>Addendum</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<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

<b>Purchasing Authority</b>	<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 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 checked="" type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	Org Code	HWCONCAP	Obj Code	57259	Amount	\$ 275,000
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$


<b>Resolution</b>	<b>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.</b>		
	<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.	<b>Res #</b>	647
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b>	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	6/10/19		
<i>CL</i>	Controller		6/11/19	
<i>PCP</i>	Purchasing	6/11/19	6/11/19	
<i>CL</i>	Corporation Counsel	6/12/19	6/12/19	
<i>SL</i>	Risk Management	6/11/19	6/11/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Jim Matzinger	<b>Name</b>	Cynthia Richson
<b>Phone #</b>	608-266-4040	<b>Phone #</b>	608-658-6699
<b>Email</b>	matzinger@countyofdane.com	<b>Email</b>	townchair@town.middleton.wi.us
<b>Address</b>	2302 Fish Hatchery Rd, Madison	<b>Address</b>	7555 W Old Sauk Rd, Verona WI 53593

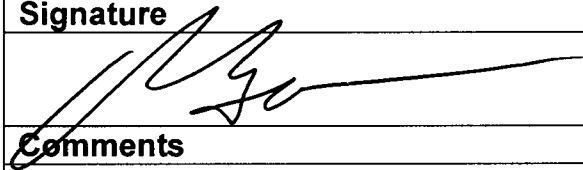
<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard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

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		6/6/19
	<b>Printed Name</b>	
	Gerald Mandli	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		6/27/19
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		6/12/19
	<b>Comments</b>	

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS INCLUDING TURN  
LANES AND TRAFFIC SIGNALS AT THE INTERSECTION OF CTH S AND PIONEER  
RD IN THE TOWN OF MIDDLETON**

The Dane County Department of Public Works, Highway & Transportation and representatives of the Town of Middleton have determined that CTH S and Pioneer Road requires reconstruction to a signalized intersection.

Funding for the construction of the project is to be accomplished in accordance with past policies of cost sharing on similar CTH projects.

The department has funds available in account HWCONCAP-57259 to cover the project costs. The County's maximum share is \$340,000.

NOW THEREFORE BE IT RESOLVED that the County Executive and the County Clerk be authorized and directed to execute this cost sharing agreement on behalf of Dane County, with the Town of Middleton.

BE IT FINALLY RESOLVED that any unexpended funds as of December 31, 2019, in the above mentioned accounts be carried forward to 2020 .

**AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF  
IMPROVEMENTS INCLUDING TURN LANES AND TRAFFIC SIGNALS AT THE  
INTERSECTION OF CTH S AND PIONEER ROAD IN THE TOWN OF MIDDLETON**

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 Town of Middleton; a municipal corporation in the State of Wisconsin (hereinafter referred to as "TOWN")

**WITNESSETH:**

**WHEREAS** TOWN and COUNTY have determined that CTH S and Pioneer Road requires reconstruction to a signalized intersection which will require contributions from TOWN and COUNTY; and

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

1. The Project shall consist of construction of turn lanes and installation of traffic signals, street lights and other roadway improvements to accommodate traffic ("the Project").
2. In a separate project not included herein, the County will be resurfacing of CTH S from east of the intersection with Pioneer Road westerly to CTH P in Pine Bluff.
3. County will be responsible for the construction of the intersection and will sub-contract to the City of Madison for the installation and materials for the traffic signals.
4. The County will enter into a separate agreement with the City of Madison for the maintenance of the traffic signals. The County will bill the Town, quarterly, for 50 percent of the City's costs for this maintenance and will provide the Town with as much advance notice as is reasonably possible if the annual maintenance cost is projected to exceed \$2,000.
5. COUNTY and TOWN agree to joint financial participation in the 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.
6. The Project is scheduled to be completed in 2019.

7. COUNTY's total obligations under this Agreement, shall not exceed \$275,000. TOWN's total obligations under this Agreement shall not exceed \$275,000.
8. TOWN shall reimburse the COUNTY within 60 days after invoices are received by the TOWN.
9. During the term of this Agreement, TOWN 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. TOWN 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 TOWN OF MIDDLETON:

Date Signed: 6/5/19

Cynthia Richson  
Cynthia Richson, Town of Middleton Chair  
Town Board

Date Signed: 6/5/2019

Greg DiMiceli  
Greg DiMiceli, Town of Middleton Administrator