

Dane County Contract Cover Sheet

Res 410

Revised 01/2022

Dept./Division	LWRD/Parks		
Vendor Name	WI DNR	MUNIS #	3457
Brief Contract Title/Description	Grant to replace a snowmobile bridge in the Village of Marshall.		
Contract Term	9-1-21 to 6-30-24		
Contract Amount	\$95,065.00		

Contract # Admin will assign	14678
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Janet Crary	Name	Kurt Byfield
Phone #	608-224-3730	Phone #	608-275-7760
Email	crary@countyofdane.com	Email	Kurt.Byfield@wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org: CPLWRESC	Obj: NEW	Proj:	\$ 95,065.00
	Year	Org: CPLWRESC	Obj: 81623	Proj:	\$ 95,065.00
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	410
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2022.03.17 11:15:54 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/17/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 17, 2022 12:37 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14678
Attachments: 14678.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/17/2022 2:38 PM	Approve: 3/17/2022 2:38 PM
	Patten (Purchasing), Peter		Approve: 3/17/2022 1:49 PM
	Gault, David	Read: 3/17/2022 1:40 PM	Approve: 3/17/2022 1:41 PM
	Lowndes, Daniel	Read: 3/17/2022 4:40 PM	Approve: 3/18/2022 9:04 AM
	Stavn, Stephanie	Read: 3/17/2022 1:06 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Contract #14678

Department: Land & Water Resources

Vendor: WI Department of Natural Resources

Contract Description: Accept to replace a snowmobile bridge in the Village of Marshall (Res 410)

Contract Term: 9/1/21 – 6/30/24

Contract Amount: \$95,065.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

2021 RES-410

ACCEPTANCE OF WI DEPARTMENT OF NATURAL RESOURCES
GRANT TO REPLACE SNOWMOBILE TRAIL BRIDGE

The Land & Water Resources Department – Parks Division has secured an Outdoor Recreation Aids grant in the amount of \$95,065 from the Wisconsin Department of Natural Resources (WDNR) to replace a snowmobile trail bridge.

This grant will replace a deteriorating snowmobile bridge that is on State Corridor #36 and is known as the Dane 6/MSD 2 bridge. The current bridge is 18 years old, of aging wood pole construction and unknown weight capacity. The new bridge will conform to all state waterway regulations and load requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors and the Dane County Executive hereby accept the grant in the amount of \$95,065 from the WDNR,

BE IT FINALLY RESOLVED, that revenue account CPLWRESC 81623 Snowmobile Trail Bridge Grant shall be increased by \$95,065. New expenditure account "Dane 6 MSD 2 Bridge" shall be established for \$95,065. All Funds shall be carried forward until realized and expended.

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Project Sponsor Dane County	Project Number S-5692								
Project Title Dane County MSD 2 Bridge Replacement, 2021-22									
Period Covered by This Agreement September 1, 2021 Through June 30, 2024	Name of Program Snowmobile Trail Aids								
Project Scope and Description of Project Request to replace Dane6/MSD2 bridge in the Village of Marshal on State Corridor #36. Current bridge is 18 years old, of aging wood pole construction and unknown weight capacity. The new bridge would conform to all state waterway regulations and DNR load requirements.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$95,065.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">100%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$95,065.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$.00</td> </tr> </table>	Total Project Cost	\$95,065.00	Cost-Share Percentage	100%	State Aid Amount	\$95,065.00	Project Sponsor Share	\$.00	<ol style="list-style-type: none"> Chapter NR 50, Wisconsin Administrative Code Application Dated 04/15/2021
Total Project Cost	\$95,065.00								
Cost-Share Percentage	100%								
State Aid Amount	\$95,065.00								
Project Sponsor Share	\$.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Snowmobile Trail Aids and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments and scope changes, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees to conform to generally accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor, shall be kept and made available for inspection for three (3) years after final payment is issued by the DEPARTMENT.
10. Agrees to report data and information acquired as part of the project to the DEPARTMENT in the format specified by the DEPARTMENT's Coordinator (see Part 1 of this agreement for contact information).
11. Agrees to submit reimbursement request within two (2) months from the project end date. Reimbursement requests must be accompanied by proofs of purchase and proofs of payment for costs being claimed.
12. Agrees to keep all financial records, including invoices and canceled checks, that support all project costs claimed by the Sponsor and make these available to the Department for inspection for three (3) years after receipt of final payment.

The Department:

13. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$95,065.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 100 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

14. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

- 15. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office.
- 16. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at https://dnr.wi.gov/topic/stormwater/standards/const_standards.html. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
- 17. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
- 18. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
- 19. Trails that have been improved under this agreement are not eligible for additional rehabilitation funds for a period of 10 years except where a natural event adversely affects trail safety during this period.
- 20. It is the project sponsor's responsibility to verify the structural adequacy of these bridges and their corresponding bridge components (abutments, piers, railings, etc.) and the existing or modified conditions (soil types, stream bank, etc.).

Check here if you request advance payment totaling \$71,298.75

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
(Signature)

By  for

**Jim Ritchie, Director
Bureau of Community Financial Assistance**

Dane County Executive

(Title)

March 9, 2022

(Date)