

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: 11-21-2014 Signed: Kevin Connors

Telephone Number: 224-3731 Print Name: Kevin Connors

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: 11-21-2014 Signature: Kevin Connors

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 12/3/14 Signature: [Signature]

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 12/4/14 Signature: [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).

12191

State of Wisconsin
Department of Natural Resources
P. O. Box 7921
Madison, WI 53707-7921

OUTDOOR RECREATION AIDS GRANT AGREEMENT
Form 8700-065 Rev. 01-10

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].

Grantee/Project Sponsor		Project Number	
Dane County		S-4391	
Project Title			
Dane County Sugar River (Paoli) Snowmobile Trail Bridge Rehabilitation, 2014-15			
Period Covered by This Agreement		Name of Program	
November 6, 2014 Through June 30, 2016		Snowmobile Trail Aids	
Project Scope and Description of Project			
Dane County will replace State Corridor 38 bridge over the Sugar River. The current bridge 4.5' will be replaced by a 12' x 100' structure.			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$126,500.00	<ol style="list-style-type: none"> 1. Chapter NR 50, Wisconsin Administrative Code 2. Application Dated 04/14/2014 	
Cost-Share Percentage	100%		
State Aid Amount	\$126,500.00		
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, 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 and scope changes 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 Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. 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 proposal 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. Status, 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.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$126,500.00, 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.
10. 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:

STATE SINGLE AUDIT GUIDELINES. Grantees shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin 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 the Wisconsin Department of Administration (DOA), State Controller's Office.

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 <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. 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.

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.

The Sponsor agrees to provide engineer stamped bridge plans prior to construction.

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.

As a condition to receipt of this grant, Sponsor agrees not to convert or approve conversion of capital improvements (Grant Capital Improvement) that have been constructed using grant monies from the Department to any use inconsistent with the type of use for which the grant was awarded, during the useful life of the project determined pursuant to NR 50.09(8), Wis. Admin. Code. Such Grant Capital Improvements include but are not limited to bridges, culverts, gates, buildings, and shelters. As a condition to receipt of this grant, Sponsor shall enter into a written agreement (the Agreement) with the landowner or landowners, and all successive landowners, over which the Grant Capital Improvement rests or to which

the Grant Capital Improvement is installed (Landowner), that specifies the sponsor as the owner of the Grant Capital Improvement. The Agreement must also allow for the removal of the Grant Capital Improvements if permission for the placement of the Grant Capital Improvement is withdrawn by the Landowner, or if the Grant Capital Improvement is used in a manner inconsistent with the type of use for which the grant was awarded, during the useful life of the project determined pursuant to NR 50.09(8), Wis. Admin. Code. If conversion or approval of conversion to any use inconsistent with the type of use for which the grant was awarded by the Sponsor occurs, the Sponsor shall reimburse the Department for the pro rata value of the remaining life of the Grant Capital Improvement.

If the Grant Capital Improvement cannot be removed upon withdrawal of placement permission from the Landowner during the useful life of the project determined pursuant to NR 50.09(8), Wis. Admin. Code, the Sponsor shall reimburse the Department for the pro rata value of the remaining life of the Grant Capital Improvement. If the Grant Capital Improvement is used in a manner inconsistent with the type of use for which the grant was awarded during the useful life of the project determined pursuant to NR 50.09(8), Wis. Admin. Code, the Sponsor shall reimburse the Department for the pro rata value of the remaining life of the Grant Capital Improvement.

Check here if you request advance payment totaling \$94,875.00

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 Catherine A. Burron
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)

11 6 14
(Date)