

Dane County Contract Cover Sheet

RES 169
Significant

Dept./Division	LWRD/Parks
Vendor Name	City of Verona
Vendor MUNIS #	1391
Brief Contract Title/Description	Agreement between Dane County and City of Verona for the restoration of Badger Mill Creek at the Ice Age Trail Junction Natural Resource Area.
Contract Term	08/14/2020 to 11/19/2021
Total Contract Amount	\$ 200,000

Contract # <small>Admin will assign</small>	14122
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	LWLEGACY	Obj Code	57069	Amount	\$ 200,000
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

Resolution	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.					
	<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.				Res #	169
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.				Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
mg	Received by DOA	9/8/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	Clerk Ellen Clark
Phone #	608-224-3757	Phone #	608-845-6495
Email	crary@countyofdane.com	Email	ellen.clark@ci.verona.wi.us
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	111 Lincoln St. Verona, WI 53593

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

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	9/9/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	9/9/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, September 9, 2020 8:36 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14122
Attachments: 14122.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/9/2020 8:47 AM	Approve: 9/9/2020 8:47 AM
	Clow, Carolyn		Approve: 9/9/2020 10:51 AM
	Gault, David	Read: 9/9/2020 8:38 AM	Approve: 9/9/2020 8:42 AM
	Lowndes, Daniel		Approve: 9/9/2020 9:49 AM
	Stavn, Stephanie	Read: 9/9/2020 10:49 AM	

Contract #14122

Department: Land & Water Resources

Vendor: City of Verona

Contract Description: Agreement for Restoration of Badger Mill Creek at the Ice Age Trail Junction Natural Resource Area (Res 169)

Contract Term: 8/14/20 – 11/19/21

Contract Amount: \$200,000

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

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 362, 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

AUTHORIZING AGREEMENT WITH THE CITY OF VERONA
FOR RESTORATION OF BADGER MILL CREEK

Dane County Parks owns lands in the City of Verona known as the Ice Age Trail Junction Natural Resource Area. The lands provide recreational access for the Ice Age National Scenic Trail in addition to other trail and recreational opportunities. Land management is focused on creating natural habitat and the Badger Mill Creek runs through the property.

The City of Verona requests access through the property for construction of a replacement sanitary sewer interceptor. The City has agreed to include habitat restoration, including reestablishing the historic connection between the creek and its floodplain, to mitigate the impacts of the project on county parkland and the Ice Age National Scenic Trail. Additionally, the City will include additional instream habitat restoration work in the project scope that the County will fund.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors and the Dane County Executive hereby authorize an agreement with the City of Verona for restoration of Badger Mill Creek at the Ice Age Trail Junction Natural Resource area, and

BE IT FINALLY RESOLVED, that the Executive is hereby authorized to execute the Agreement on behalf of Dane County.

**AGREEMENT BETWEEN DANE COUNTY AND THE CITY OF VERONA for
RESTORATION OF BADGER MILL CREEK AT THE ICE AGE TRAIL JUNCTION NATURAL
RESOURCE AREA**

THIS AGREEMENT, made and entered into by and between DANE COUNTY ("COUNTY"), a municipal corporation in the State of Wisconsin; and the CITY OF VERONA ("CITY");

WITNESSETH:

WHEREAS, CITY is in the process of constructing a replacement sanitary sewer interceptor and multi-use path, which will impact county parkland and the Ice Age National Scenic Trail on both City and County lands. CITY will mitigate the impacts of the project by including habitat restoration work and Ice Age National Scenic Trail mitigation work (known as "project A") in the project scope, and

WHEREAS, COUNTY wishes to include further habitat restoration work and Ice Age National Scenic Trail mitigation work (known as "project B") (collectively "projects") in the project scope, and

WHEREAS, CITY will publically let bids for the replacement sanitary sewer interceptor project, project A and project B, all of which may be constructed in the same season under one contract, and

WHEREAS, the CITY will finance the replacement sanitary sewer interceptor and project A and the COUNTY will finance project B, subject to Sections 4 and 10 of this Agreement; and

WHEREAS, pursuant to Section 66.0301, Wis. Stats., COUNTY and CITY wish to formalize their agreement for the restoration projects;

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, COUNTY and CITY do agree as follows:

1. COUNTY shall be responsible for producing plans, specifications, quantities, and securing all applicable permits for both project A and B. Project A is generally described as the removal of berms and associated streambank regrading along Badger Mill Creek to allow for better connection with the floodplain. Project B is generally described as instream habitat improvements designed to stabilize the streambank and improve fish habitat. Both projects may also include clearing, grading or other activities related to the Ice Age National Scenic Trail.
2. CITY is responsible for soliciting bids for both projects and shall include project A in the base bid for the replacement sanitary sewer interceptor and shall include project B as a bid alternate.
3. CITY will proceed with project A as consideration for the COUNTY allowing the replacement sanitary sewer interceptor to be located on County parkland and the Lincoln Street storm water treatment facility (a separate City project) to be partially located on County parkland. Separate easements will be drafted and acted upon at a later date, to be approved by CITY and COUNTY no later than August 28, 2020 for the replacement sanitary sewer interceptor project and November 13, 2020 for the Lincoln Street storm

water treatment facility, which approvals shall not be unreasonably withheld. COUNTY shall grant the easements necessary for each project at a cost of one and 00/100 dollars (\$1.00).

4. CITY will proceed with project B if authorized by COUNTY. CITY shall share the bid results with COUNTY and COUNTY shall respond in writing with intent to proceed or not to proceed within three (3) days of receipt of bid document. The director of Land and Water Resources Department is hereby authorized to provide the written response. Subject to State of Wisconsin Public Bid law the CITY shall award the contract.
5. CITY shall be responsible for construction oversight of both project A and B.
6. CITY shall hold the contract with the contractor. COUNTY shall have signature authority for any change orders that are applicable to COUNTY bid items only during construction activities.
7. The projects are intended to be completed by November 19, 2021.
8. COUNTY shall pay project B construction costs to CITY within 45 days of receipt of billing from CITY. For purposes of this Section 9, construction costs shall mean all monies paid to the contractor selected pursuant to the public bid process.
9. COUNTY shall grant easements necessary for the installation and maintenance of the sanitary sewer main and multi-use path on county parkland and shall also grant easements or other approvals necessary to allow both projects A and B to proceed.
10. The CITY and COUNTY will work in good faith with one another and with the Ice Age Trail Alliance to ensure that the projects will protect and improve the Ice Age National Scenic Trail. The CITY and COUNTY agree to the common goal that the Ice Age National Scenic Trail will exist as an unpaved foot path that is not shared with other uses, except in areas where site conditions do not allow for separation for reasons such as presence of wetlands or narrow areas of public ownership or undesired topographic changes in landscape. In order to reach the common goal, the parties agree:
 - a. That bid documents for both projects will identify changes and improvements to the Ice Age National Scenic Trail, such as rerouting and corridor clearing, to ensure that it continues to exist as an unpaved foot path on dry ground once construction is complete.
 - b. That change orders will be considered if details for accommodating the Ice Age Trail were not known at the time of bidding.
 - c. The CITY will notify the COUNTY and the Ice Age Trail Alliance during construction to provide opportunities for onsite meetings to review progress and to discuss changes or decisions that need to be made in regards to the Ice Age National Scenic Trail.
 - d. The CITY will honor the purpose of the Ice Age Trail Agreement across lands described in document number 203776 and recorded in the Office of the Dane County Register of Deeds.
11. The CITY and COUNTY shall work in good faith with one another to ensure that the proposed multi-use path and future trail connections within the Ice Age Junction Natural Resource Area are consistent with the Dane County Parks and Open Space Plan and follow agreed upon trail development plans. In order to accomplish this, the parties agree:

- a. Project A will include a hard surface multi-use path from Arbor Vitae Place on CITY land to the proposed multi-use path that will follow the replacement sanitary sewer interceptor project corridor. This will create a temporary on-street bike trail connection to Old PB to the Military Ridge State Trail and Ice Age Junction Trail.
 - b. CITY will consult with COUNTY on future trail planning and development efforts, including the identification of future trail alignments.
12. During the term of this agreement, COUNTY and CITY, each for itself, agree to abide by their respective affirmative action plans.
 13. 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.
 14. 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.
 15. Any amendment to this Agreement shall be by written consent of the parties.
 16. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

Signature pages to follow.

FOR COUNTY

Date Signed: _____

County Executive: Joe Parisi

FOR CITY

Date Signed: 8/14/2020



Mayor: Luke Diaz

Date Signed: 8/14/2020



Clerk: Ellen Clark