

Dane County Contract Cover Sheet

*Res 491.1
significant*

Dept./Division	LWRD/Parks
Vendor Name	Town of Westport
Vendor MUNIS #	8033
Brief Contract Title/Description	Grant for phase 1 of the North Mendota Trail.
Contract Term	01/29/2020 to 12-31-2021
Total Contract Amount	\$ 1,200,000

Contract # <small>Admin will assign</small>	13926
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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

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

MUNIS Req.	Org Code	LESLUNY	Obj Code	57944	Amount	\$ 1,200,000
Req # 992	Org Code		Obj Code		Amount	\$
Year 2020	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 type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	491
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>NG</i>	Received by DOA	2/4/20		
<i>ck</i>	Controller		2/5/20	
<i>Coe</i>	Purchasing	2/5/2020	2/5/2020	
<i>W</i>	Corporation Counsel	2/6/2020	2/6/2020	
<i>W</i>	Risk Management	2/5/2020	2/5/2020	
	County Executive			

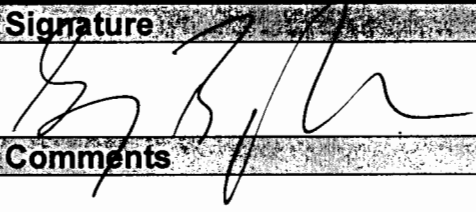
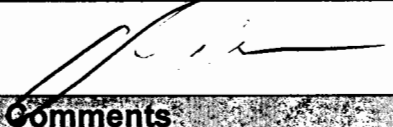
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	Thomas G. Wilson
Phone #	224-3757	Phone #	849-4372
Email	crary@countyofdane.com	Email	twilson@townofwestport.org
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	5387 Mary Lake Rd. Waunakee, WI 53597

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
		1/31/20
	Printed Name	
	Laura Hirdelin	

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		2.20.20
	Comments	
Corporation Counsel	Signature	Date
		2/6/20
	Comments	

DANE COUNTY GRANT AWARD TO THE TOWN OF WESTPORT
FOR PHASE I OF THE NORTH MENDOTA TRAIL

Dane County Land & Water Resources Department desires to award a capital grant to the Town of Westport for development of the first phase of a multi-use trail in the Town of Westport that extends between Woodland Drive and North Shore Bay Drive. The Town has worked with a private consultant and completed plans necessary to construct the trail. The trail will be a combination of boardwalk, an at-grade paved path and a clear span bridge over Six Mile Creek and is within the current Dane County Highway CTH M planning area project boundary.

The estimated project costs for the project total \$1,200,000. The Dane County Park Commission recommends up to \$1,200,000 in County grant funds from the Land & Water Resources Lewis Lunney Fund.

The term of the debt issued to support this expenditure will be 10 years.

NOW, THEREFORE, BE IT RESOLVED, that a grant of \$1,200,000 to The Town of Westport is approved by the Dane County Board and the Dane County Executive and that the County will pay up to the grant amount based on actual project expenses.

BE IT FINALLY RESOLVED, that the County Executive and the County Clerk are authorized to execute documents necessary to effectuate the grant award, which may include grant agreements and management agreements.

NORTH MENDOTA TRAIL GRANT AGREEMENT

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY"), the Town of Westport (hereafter, "SPONSOR").

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive #208, has funds available for a capital grant for development of a bike trail in Dane County through the Dane County Land and Water Resources Lewis Lunney Fund "the Program"; and

Project Name:	North Mendota Trail Phase 1
Agreement No.:	_____
Expiration Date:	December 31, 2021
Authority:	RES. _____
Department:	Land & Water Resources
Max. Cost	\$1,200,000

WHEREAS SPONSOR, whose address is 5387 Mary Lake Road, Waunakee, WI 53597, incorporated herein by reference, is a qualified organization to undertake bidding, construction, operation and maintenance of the Program, the terms of which are incorporated herein, and desires to commence implementation of the Program in 2020.

WHEREAS the parties intend to promote and facilitate the implementation of such project,

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 SPONSOR do agree as follows:

1. SPONSOR shall implement the project as described in Schedule A, and per Strand Associates plans dated December 16th, 2019.
2. Actual construction and administration of the project shall be performed entirely by the SPONSOR, including oversight and management of components of the project that are performed by partners or contractors. The SPONSOR agrees to insure that all work on the project is completed before the expiration date as set forth in Schedule A. Failure to complete work on the project before the expiration date will relieve the COUNTY of all obligation to provide any funds for the project. SPONSOR may request in writing an extension of the expiration date for the COUNTY to review and consider. COUNTY shall notify SPONSOR within 30 days, in writing, of its decision on the SPONSOR's request for an extension.
3. Upon COUNTY's review and acceptance of SPONSOR's implementation and completion of such project, COUNTY agrees to pay SPONSOR up to the maximum cost set forth in Schedule A. The exact amount of reimbursement to SPONSOR is subject to SPONSOR providing appropriate documentation of actual project expenses and fulfilling the other requirements outlined in Schedule A. SPONSOR shall follow the instructions and use the payment request form provided in Schedule B for requesting a reimbursement payment.

- a. If subsequent to this grant agreement, the SPONSOR receives additional State or Federal grant funds for the grant project, the SPONSOR agrees that any combination of State, Federal or COUNTY grant funds will not exceed 100% of the project costs.
4. SPONSOR shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due SPONSOR from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to SPONSOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. SPONSOR shall promptly provide notice of any such assignment or transfer to COUNTY pursuant to this paragraph.
5. SPONSOR may rescind this Agreement in writing at any time prior to expending any funds in furtherance of this Agreement. After expending any funds in furtherance of this Agreement, SPONSOR may rescind, modify, or amend this Agreement only upon the mutual written agreement of the parties.
6. Failure of SPONSOR to fulfill any of its obligations under this Agreement in a timely manner, or violation by SPONSOR of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to SPONSOR.

A. The following shall constitute grounds for termination:

1. Violation by SPONSOR of any State, Federal or local law, or failure by SPONSOR to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. Failure by SPONSOR to carry applicable licenses or certifications as required by law.
 3. Failure of SPONSOR to comply with or providing false information in response to reporting requirements contained herein.
 4. Inability of SPONSOR to perform the work provided for herein.
- B. Failure of the Dane County Board of Supervisors to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- C. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by SPONSOR under this Agreement

shall at the option of COUNTY become the property of COUNTY, and SPONSOR shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, SPONSOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by SPONSOR, and COUNTY may withhold any payments to SPONSOR for the purpose of set-off.

7. SPONSOR agrees to reimburse the COUNTY for any and all funds the COUNTY deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project as described in Schedule A.
8. SPONSOR shall commence, carry on and complete their obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, SPONSOR agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
9. SPONSOR shall implement and maintain the project in perpetuity. SPONSOR shall not sell, restrict, or convert or approve conversion of the capital project that results in any use inconsistent with the type of use for which the grant was awarded during the life of the project.
10. SPONSOR agrees to secure at SPONSOR's own expense all personnel necessary to carry out SPONSOR's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
11. SPONSOR shall comply with all applicable local, state, and federal statutes, regulations, administrative rules and ordinances in fulfilling the terms and conditions of this Agreement. SPONSOR shall have sole control of the method, hours worked, and the time and manner of any performance under this Agreement other than specifically provided herein. The COUNTY reserves the right only to inspect the project as described in Schedule A for the sole purpose of insuring that the performance is progressing or has been completed.
12. Sponsor responsible for obtaining and complying with all local, County, State and Federal permit requirements necessary for construction.
13. SPONSOR agrees to make such reports as are required in the attached Schedule A, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of SPONSOR to comply with the time limits set forth in said Schedule A shall result in the penalties set forth herein.
14. Notices, bills, invoices, reports and other documentation required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within 30 days.

15. SPONSOR shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of SPONSOR implementing the project under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 5.893.80, 895.52, and 345.05.

16. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, SPONSOR shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, SPONSOR shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If SPONSOR's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. SPONSOR shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. SPONSOR shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that SPONSOR shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either SPONSOR or SPONSOR may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by SPONSOR. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to SPONSOR and shall cooperate with SPONSOR's attorneys in the defense of the action, suit or other proceeding. SPONSOR shall furnish evidence of adequate Worker's Compensation Insurance.

17. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be

limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

18. In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of SPONSOR, and the making of any such payment or acceptance of any such service by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
19. During the terms of this AGREEMENT, SPONSOR agrees to abide by its policies of non-discrimination as defined in applicable federal, state or local law relative to matters arising by reason of SPONSOR implementing the Project.
20. In all solicitations for employment placed on SPONSOR's behalf during the term of this Agreement, SPONSOR shall include a statement to the effect that SPONSOR is an "Equal Opportunity Employer."
21. SPONSOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation or limited liability company, that the name and address of SPONSOR's representative is as set forth in Schedule A of this Agreement. SPONSOR shall notify COUNTY within 30 days, in writing, of any change in its representative, his or her address, and SPONSOR's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
22. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
23. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. The entire agreement of the parties is contained herein and in Schedule A of this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
25. If any provision of this Agreement is determined by a court to be invalid, the validity of the remainder of the provisions shall not be affected.
26. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY, and CITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR SPONSOR:

Date Signed: 1/29/2020 Thomas M. Wilson
Print Name: THOMAS M. WILSON
Attorney/Administrator/Clerk-Treasurer,
with authority from the Town Board

Date Signed: _____
Print Name: _____

FOR COUNTY:

Date Signed: _____
Joseph T. Parisi, County Executive

Date Signed: _____
Scott McDonell, County Clerk

SCHEDULE A

North Mendota Trail Phase 1

SPONSOR ADDRESS AND CONTACT INFORMATION:

Town of Westport
Thomas G. Wilson, Attorney/Administrator/Clerk-Treasurer
5387 Mary Lake Road
Waunakee, WI 53597

Phone: (608) 849-4372

Email: twilson@townofwestport.org

SPECIFIC DESCRIPTION OF THE PROJECT: Development, including associated costs such as engineering time and construction administration, of the first phase of a multi use trail in the Town of Westport that extends between Woodland Drive and North Shore Bay Drive. The trail will be a combination of boardwalk, at grade paved path and a clear span bridge over Six Mile Creek.

SPONSOR shall complete the project in accordance with construction documents provided by Strand Associates dated December 16th, 2019.

EXPIRATION DATE: The SPONSOR must complete its obligations by December 31, 2021

TOTAL ESTIMATED COSTS: \$1,200,000

MAXIMUM COUNTY GRANT AMOUNT: Up to \$1,200,000 with the exact amount of reimbursement to be determined by the actual project expenses.

Other Requirements

1. The Town, its partners, contractors and assigns, shall develop, construct, maintain, operate, repair and replace a recreational trail for pedestrian and bicycle use or other mutually agreed upon compatible uses. Operation and maintenance responsibilities covered by this agreement also include the Inspire Daycare trail segment from the CTH M underpass to the southern property line. All costs related to the development, construction, maintenance, operation, repair and replacement of the trail shall be the sole responsibility of the Town.
2. Submission of final design & engineering plans prior to construction.
3. Incorporation of bicycle way-finding signage that follows the guidelines in the Dane County Bicycle Wayfinding Manual.
4. Submission of appropriate documentation of all actual project expenditures.
5. Submission of notice for actual project start and end dates.
6. Submission of project Change Orders for County review prior to approval.

7. Recognition of Dane County's contribution to the project on any signage, press coverage or by other means as appropriate. Signage should include the Dane County Parks logo with the following text, "***Project made possible through a grant provided by Dane County Parks.***"
8. Any user fees for the trail must be mutually agreed to by Town and County.
9. Town and County shall work in good faith on any future easements or agreements necessary to keep the trail available for public recreational use into the future.
10. Compliance with all applicable federal, state and local laws and regulations regarding handicap accessibility when developing bicycle trail facilities with these grant funds. Sponsor will insure that all new bicycle facility construction and all existing bicycle facility alterations done under the auspices of these grant funds will be designed and completed incorporating the required applicable handicap accessible design components. These required handicap accessible design components are found in: "**ANSI A117.1-2003 Accessible and Usable Buildings and Facilities;**" the "**Wisconsin Enrolled Commercial Building Code's Ch. 11 Accessibility (for new construction); and Ch. 34 Existing Structures- Section 3408: Accessibility for Existing Structures."**"

Submit form and documentation to: Janet Crary, Dane County Land and Water Resources Dept., 5201 Fen Oak Dr. Rm. 208,
Madison WI 53718
Email: Crary@countyofdane.com Fax: (608) 224-3744