

Dane County Contract Cover Sheet

Res 541
Significant

Dept./Division	Land & Water Resources/Parks
Vendor Name	WI DNR
Vendor MUNIS #	3457
Brief Contract Title/Description	Grant to resurface the Capital City State Trail. This is phase 2 of 3.
Contract Term	01/01/2019 to 06/30/2021
Total Contract Amount	\$ 146,751

Contract # Admin will assign	13617
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	LEWSLUNY	Obj Code	58823	Amount	\$ 146,751
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$

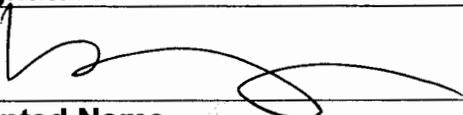
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #	541
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/27/19		
CL	Controller		2/27/19	
PCP	Purchasing	2/27/19	2/27/19	
JK	Corporation Counsel	2/27/19	2/27/19	
AD	Risk Management	2/27/19	2/27/19	
	County Executive			

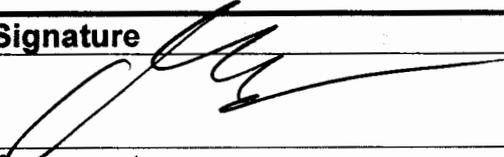
Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	WI DNR
Phone #	224-3757	Phone #	608-275-3218
Email	crary@countyofdane.com	Email	housley.cheryl@wisconsin.gov
Address	5201 Fen Oak Dr., #208 Madison, WI 53718	Address	3911 Fish Hatchery Rd. Madison, WI 53711

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
		2/15/19
	Printed Name	
	Laura Hicklin	

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

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		2/27/19
	Comments	

13617

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

OUTDOOR RECREATION AIDS GRANT AGREEMENT
Form 8700-065 Rev. 08-16

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		RTP-917-18N	
Project Title			
Dane County Capital City Trail Resurfacing Fish Hatchery Rd to Seminole Hwy Segment			
Period Covered by This Agreement		Name of Program	
January 11, 2019 Through June 30, 2021		Recreational Trails Program	
Project Scope and Description of Project			
Dane County will utilize federal recreational trails program funding for the phase two of the Capital City State Trail Resurfacing project in Fitchburg & Madison. This 1.8-mile segment begins at Fish Hatchery Road and continues west to the Seminole Hwy intersection. Project includes repaving of the trail, replacement of one box culvert, and trail realignment.			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	<u>\$300,000.00</u>	<ol style="list-style-type: none"> 1. <i>Chapter NR 50, Wisconsin Administrative Code</i> 2. <i>Application Dated 05/01/2018</i> 	
Cost-Share Percentage	<u>Up to 50%</u>		
State Aid Amount	<u>\$146,751.00</u>		
Project Sponsor Share	<u>\$153,249.00</u>		

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 Recreational Trails Program 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 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. 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 \$146,751.00, 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 50 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:

1. Projects involving development or modification of facilities must comply with 2010 Americans with Disabilities Act requirements. DNR guidance is available at <http://dnr.wi.gov/files/PDF/pubs/cf/CF0031.pdf>.
2. 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/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. **Contact Eric Rortvedt (608) 273-5612.**
3. This project is using Federal funds or is using state funds that the DNR is using as match to a Federal grant. As a result, you are required to complete DNR Form 9300-230 <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>, titled Grant Partner Financial Data Report, and submit the completed form to the DNR along with each reimbursement request that you submit.
4. 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 original culvert for this trail was permitted under chapter 30. If the sponsor will be replacing its culvert exactly as permitted originally, it would meet an exemption, however if increase in size or change in location, a new Ch 30 permit application would be needed. Recommend plan submission to DNR Waterways program for review to ensure the appropriate, if any, authorizations are obtained: **Contact Wendy Peich 608-275-3481**
5. Development plans must be submitted to the Department for approval prior to any construction.
6. If any trees will need to be removed for this project, they will be need to be removed before June 1 or after August 15. The project site has been screened per the Wisconsin Natural Heritage Inventory (NHI Portal) database which contains all current Northern Long-eared Bat roost sites and hibernacula in Wisconsin. The NHI Portal contains verified survey results from WI DNR, FWS, and private organizations. The NHI Portal was consulted for this project, and per U.S. Fish and Wildlife Service's 4(d) rule, it was determined that this project is more than 150 feet from a known maternity roost tree and is more than 1/4 mile from a known hibernacula, but tree removal should still be conducted during the timeframe mentioned above to avoid any disturbance to bat activities.
7. This grant project site is in proximity to a designated High Potential Zone for presence of the endangered Rusty Patched Bumble Bee see: <https://www.fws.gov/midwest/endangered/insects/rpbb/rpbbmap.html>
 - a. Compliance with endangered species regulations is required per condition A.4. Please review the DNR Screening Guidance for the Rusty Patched Bumble Bee: <https://dnr.wi.gov/topic/endangeredresources/documents/NHIbeescreening.pdf>
 - b. USFWS Voluntary Implementation Guidance: <https://www.fws.gov/midwest/endangered/insects/rpbb/pdf/10a1BGuidanceRPBB21March2017.pdf>
 - c. and Conservation Management Guidelines: https://www.fws.gov/midwest/endangered/insects/rpbb/pdf/ConservationGuidanceRPBBv1_27Feb2018.pdf
 - d. Please contact Rori Paloski, DNR Incidental Take Coordinator, at 608-264-6040 for technical assistance.

C. Basic Federal Grant Conditions

1. Disadvantaged Business Enterprises (DBE) in grant project related activities
 - a. This requirement relies on your voluntary actions of project sponsors to demonstrate that they have taken affirmative steps to make DBE enterprises aware of project activities that are subject to public bidding or requests for proposals (RFP) for professional services. The current DBE eligibility directory is found on the Wisconsin Department of Transportation's website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
 - b. RFP – Voluntary actions for RFPs for professional services such as engineering or design include making DBE enterprises aware of your services.
 - c. Public Bidding – There are two voluntary actions requested of project sponsors: (1) your bid specifications encourage general contractors to use DBE enterprises as subcontractors where appropriate, and (2) when you publicize bid specifications for any portion of your RTP grant, that you review the eligibility directory for appropriate DBE contractors and provide the bid announcement to them by direct mail. There are no additional requirements regarding the normal review and selection of the lowest responsible bidder.

- d. Depending on your project, you can indicate your affirmative actions through the following items that would be appropriate:
 - i. Copies of correspondence that indicate DBE enterprises that were involved in the RFP process for professional services.
 - ii. Copy of the bid specifications that indicate your encouragement of general contractors utilizing DBE contractors as subcontractors.
 - iii. Copies of the direct mail letters to DBE contractors announcing the opportunity to provide a bid on the project construction activity.
 - iv. Copies of the DBE Contract Summary indicating DBE contractors solicited and contractor's follow-up.
 - e. If the DBE Contractor is selected as the lowest responsible bidder, then it should be so noted as part of the project claim documentation. We will rely upon the project billing submission as the appropriate point to report on DBE participation.
2. Audit Requirements, Regulations and Financial Record Retention of Federal Funds
 - a. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the 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 issued by Wisconsin Department of Administration, State Controller's Office and found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=9b51e871f90641719d99f048171d1e3c&mc=true&node=sp2.1.200.e&rqn=div6>.
 - b. This grant is funded through Fixing America's Surface Transportation (FAST) Act which reauthorized the Recreational Trails Program (RTP) for Federal fiscal years 2016 through 2020 as a set-aside of funds from the Transportation Alternatives (TA) Set-Aside under the Surface Transportation Block Grant Program (STBG). This procurement shall be subject to the regulations contained Section 20.219, Recreational Trails Program, of the Catalog of Federal Domestic Assistance, beta.sam.gov.
 - c. The grantee shall maintain the financial information and dated records used in the preparation or support of the cost submission for the grant in effect on the date of execution for this grant until three years after the final voucher has been approved by the Federal Highway Administration. The department, US Department of Transportation, or their agents, or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The grantee shall provide proper facilities for such access and inspection. In addition, they shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
 3. Data Universal Number System (DUNS) and Central Contractor Registration (CCR)
 - a. All subrecipients of federal funds must have a nine-digit DUNS number in order. For more information: 1-866-705-5711 or <http://fedgov.dnb.com/webform>.
 - b. All subrecipients of federal funds must maintain annual registration in the CCR database: <https://uscontractorregistration.com/central-contractor-registration-ccr/>.
 4. Transparency Act Reporting for Federal Funds
 - a. The Federal Funding Accountability and Transparency Act (FFATA) requires WDNR to report on a federal website specific award and subrecipient identifying information for each award greater than \$25,000 WDNR makes with federal funds it received after October 1, 2010. Prior to receiving funds, each affected subrecipient must report certain information to the WDNR so that the WDNR can fulfill its FFATA reporting requirements. Data reported by the WDNR may be viewed at www.USASpending.gov.
 5. Cost Principles for Federal Grants to *State and Local Governments*
 - a. 2 CFR Part 225 (formerly known as OMB Circular A-87) (<https://www.govinfo.gov/content/pkg/CFR-2012-title2-vol1/xml/CFR-2012-title2-vol1-part225.xml>) requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable.
 - b. Examples are included below.
 - i. The cost of alcoholic beverages is unallowable.
 - ii. Costs incurred by advisory councils are allowable.
 - iii. Audit costs are allowable.
 - iv. Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - v. Entertainment costs are unallowable.
 - vi. Equipment costs are allowable with the prior approval of WDNR. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing

equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with WDNR, insurance on the equipment is allowable. Contact WDNR for information required to be captured and recorded.

- vii. Travel costs are allowable if pre-approved by WDNR and if they are consistent with costs normally allowed in like circumstances for non-federally funded activities.
- viii. If a subrecipient uses grant funds to pay its employees, the subrecipient must maintain timesheets for work performed with the grant funds. Timesheets must show the hours worked and must be signed by the employee paid with the grant funds.

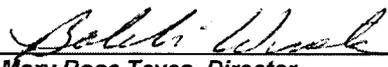
6. Nondiscrimination Requirements

- a. If you receive federal funds, you must comply with, and you must require your subcontractors, if any, to comply with, all applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- b. Per Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, you must take reasonable steps to provide meaningful access for persons with limited English proficiency.
- c. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, you must forward a copy of the finding to the WDNR.
- d. In accordance with federal civil rights laws, you shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

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 
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)

Feb. 11, 2019

(Date)