

Dane County Contract Cover Sheet

Revised 01/2022

RES 120
SIGNIFICANT

Dept./Division	LWRD/Parks		
Vendor Name	City of Middleton	MUNIS #	1386
Brief Contract Title/Description	Grant for development of a multi-use trail in the City of Middleton for the North Mendota Trail Middleton East Segment.		
Contract Term	through 12-31-2023		
Contract Amount	\$1,000,000		

Contract # Admin will assign	14851
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	Bryan Gadow
Phone #	608-224-3730	Phone #	608-821-8358
Email	crary@countyofdane.com	Email	bgadow@cityofmiddleton.us
Purchasing Officer	Carmen Hidalgo		

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 # 2367	Org: LEWSLUNY	Obj: 57944	Proj:	\$ 1,000,000.00
	Year 2022	Org:	Obj:	Proj:	
		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 #	120
	<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: 2022.09.27 09:21:56 -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: 9/27/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, September 27, 2022 11:36 AM
To: Hicklin, Charles; Hidalgo, Carmen; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14851
Attachments: 14851.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/28/2022 9:38 AM	Approve: 9/28/2022 9:38 AM
	Hidalgo, Carmen	Read: 9/27/2022 11:38 AM	Approve: 9/27/2022 1:36 PM
	Gault, David	Read: 9/27/2022 1:33 PM	Approve: 9/27/2022 1:37 PM
	Lowndes, Daniel	Read: 9/27/2022 12:55 PM	Approve: 9/27/2022 12:58 PM
	Stavn, Stephanie	Read: 9/27/2022 4:04 PM	
	Oby, Joe		

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

Contract #14851

Department: Land & Water Resources

Vendor: City of Middleton

Contract Description: Authorizing a Grant Contract with the City of Middleton for a segment of the North Mendota Trail (Res 120)

Contract Term: 10/1/22 – 12/31/23

Contract Amount: \$1,000,000.00

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.

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2022 RES-120

**AUTHORIZING A GRANT CONTRACT WITH THE CITY OF MIDDLETON
FOR A SEGMENT OF THE NORTH MENDOTA TRAIL**

The 2022 Land and Water Resources Capital Budget includes funding for a grant to the City of Middleton for construction of a segment of the North Mendota Trail. This segment will run between the County Highway M (Century Ave.)/Highland Way intersection and the east city limits, just beyond the west intersection of County Highway M / Signature Drive. The trail will consist of an at-grade paved path and improvements where the path crosses street and driveway intersections. The City will be responsible for planning, design, construction and maintenance.

This grant is a continuation of efforts by Dane County to develop regionally significant bicycle and pedestrian trails throughout the County. For any given project, the County's role ranges from providing support through planning assistance and grant funding, to taking on segments directly, to working with units of government or other partners to divide responsibilities.

NOW, THEREFORE, BE IT RESOLVED, that a grant contract of \$1 million to the City of Middleton for construction of a segment of the North Mendota Trail is hereby approved by the Dane County Board and the Dane County Executive. The County will pay up to the grant amount based actual project expenses.

BE IT FURTHER RESOLVED, that the Dane County Clerk and Dane County Executive are authorized to execute the grant contract;

BE IT FINALLY RESOLVED, that the Dane County Parks Director and Senior Landscape Architect are authorized to approve reimbursement documentation and the Controller is authorized to issue checks necessary to effectuate the project authorized in the contract.

NORTH MENDOTA TRAIL GRANT AGREEMENT

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

Project Name:	North Mendota Trail Middleton East Segment
Agreement No.:	<u>14851</u>
Expiration Date:	December 31, 2023
Authority:	2022 RES-120
Department:	Land & Water Resources
Max. Cost:	\$1,000,000

WITNESSETH:

WHEREAS COUNTY, whose address is c/o Director, Dane County Land & Water Resources Department, 5201 Fen Oak Drive #208, Madison, WI 53718 has funds available for a capital grant for development of a bike trail in Dane County known as the North Mendota Trail Middleton East Segment (the "Project")"; and

WHEREAS SPONSOR, whose address is 7426 Hubbard Avenue, Middleton, WI 53562, incorporated herein by reference, is a qualified organization to undertake bidding, construction, operation and maintenance of the Project, the terms of which are incorporated herein, and desires to commence implementation of the Project in 2022; and

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 KL Engineering plans dated March 22, 2022.
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 ensure 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.

FOR SPONSOR:

Date Signed: 09/26/2022

Bryan D.
Gadow

Digitally signed by Bryan
D. Gadow
Date: 2022.09.26
13:47:50 -05'00'

Bryan Gadow, City Administrator
City of Middleton

FOR COUNTY:

Date Signed: _____

Joseph T. Parisi, County Executive

Date Signed: _____

Scott McDonell, County Clerk

SCHEDULE A

North Mendota Trail – Middleton East Segment

SPONSOR ADDRESS AND CONTACT INFORMATION:

City of Middleton
Bryan Gadow, City Administrator
7426 Hubbard Ave.
Middleton, WI 53562
Phone: (608) 821-8358
Email: bgadow@cityofmiddleton.us

SPECIFIC DESCRIPTION OF THE PROJECT: Development, including associated costs such as engineering time and construction administration, of the west segment of a multi-use trail in the City of Middleton, extending between the County Highway M (Century Ave.) / Highland Way east intersection and the east city limits, just beyond the west intersection of County Highway M / Signature Drive. The trail will consist of an at-grade paved path and improvements where the path crosses street and driveway intersections.

SPONSOR shall complete the Project in accordance with construction documents provided by KL Engineering dated March 22, 2022 and subsequent documentation.

EXPIRATION DATE: The SPONSOR must complete its obligations by December 31, 2023.

TOTAL ESTIMATED COSTS: \$1,000,000

MAXIMUM COUNTY GRANT AMOUNT: Up to \$1,000,000 with the exact amount of reimbursement to be determined by the actual Project expenses. City will be responsible for project costs above \$1,000,000.

OTHER REQUIREMENTS:

1. The City, its partners, contractors and assigns, shall develop, construct, maintain, operate, repair and replace a recreational trail for year-round pedestrian and bicycle use or other mutually agreed upon compatible uses. All costs related to the development, construction, maintenance, operation, repair and replacement of the trail shall be the sole responsibility of the City of Middleton.
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.

SCHEDULE B

Grant Payment Request Form

Project sponsor is required to submit this form and corresponding documentation when requesting a grant payment. Documentation should include copies of invoices, vouchers and canceled checks. Payment requests may be submitted monthly for work that has been completed and invoiced by Contractor and will be reviewed and processed for payment as soon as possible by County of Dane, subject to county procedures and regulations.

Grant dispersal will be subject to an inspection done by the County to ensure that the project was completed as described in Schedule A.

Project Sponsor (Include Name of Organization and Authorized Representative) City of Middleton			
Project Name North Mendota Trail – Middleton East Segment			
Amount of Grant (from grant agreement) 1,000,000			
Project Expenses			
Date of Expense	Payee	Project Cost Description	Amount
Signature of Authorized Representative _____ Date Signed _____			<p style="text-align: right;">Total Paid</p> <p style="text-align: right;">Sponsor Share of Costs</p> <p style="text-align: right;">County Share of Costs</p> <p style="text-align: right;">(Total Paid minus Sponsor Share of Costs)</p>