

Res 601

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources		Contract/Addendum #: 13081																					
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																						
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
3. Term of Contract or Addendum: 2-22-17 through 6-30-19																							
4. Amount of Contract or Addendum: \$16,300																							
5. Purpose: Grant to replace the Fries Feeder Creek bridge on snowmobile trail #21.																							
6. Vendor or Funding Source: WI Department of Natural Resources																							
7. MUNIS Vendor Code: 3457																							
8. Bid/RFP Number:																							
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																							
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
11. Account No. & Amount, Org & Obj. <u>CPLWRESC new</u> Amount \$ <u>16,300</u>																							
Account No. & Amount, Org & Obj. <u>CPLWRESC 81623</u> Amount \$ <u>16,300</u>																							
Account No. & Amount, Org & Obj. _____ Amount \$ _____																							
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																							
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES-601</u>																							
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
15. Director's Approval: <u>Ka Coma</u>																							

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>mg</u> Received	_____	<u>4-17-17</u>		WDNR
<u>de</u> Controller	_____		<u>4/18/17</u>	Contact Person
<u>JP</u> Corporation Counsel	_____	<u>4-20-17</u>	<u>4/21/17</u>	Annie Loechler
<u>✓</u> Risk Management	_____	<u>4/18/17</u>	<u>4/20/17</u>	Phone No.
<u>Cac</u> Purchasing	_____	<u>4/21/17</u>		715-635-4160
_____ County Executive	_____			E-mail Address
				Ann.Loechler@wisconsin.gov

Footnotes:

- 1.
- 2.

Return to: Name/Title: Janet Crary/Account Clerk II Phone: 224-3757 E-mail Address: crary@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Dr., #208 Madison, WI 53718
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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 and which has not been changed since that review/development
- ☐ is a non-standard contract previously review 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: 4-14-17

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: _____

Signature: _____

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

Date: _____

Signature: _____

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

Date: _____

Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

13081

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-803-16M	
Project Title			
Dane County Fryes Feeder Creek Snowmobile Trail Bridge			
Period Covered by This Agreement		Name of Program	
February 22, 2017 Through June 30, 2019		Recreational Trails Program	
Project Scope and Description of Project			
Dane County will utilize federal recreational trails program funding to replace the Fryes Feeder Creek Bridge on State Corridor Trail 21. The replacement bridge will be 12' x 50'. This bridge is on Dane County Park land. This bridge will be longer and raised up higher.			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$32,600.00	<ol style="list-style-type: none"> Chapter NR 50, Wisconsin Administrative Code Application Dated 04/26/2016 	
Cost-Share Percentage	50%		
State Aid Amount	\$16,300.00		
Project Sponsor Share	\$16,300.00		

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 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 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 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 \$16,300.00, 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. 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.

2. 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.
3. 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.
4. It is the project sponsor's responsibility to verify the structural adequacy of these bridges and their corresponding bridge components (abutments, piers, railings, etc.) and the existing or modified conditions (soil types, stream bank, etc.).
5. 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>

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 contractors 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 Requirement 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 <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines>
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: www.ccr.gov.
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) 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.

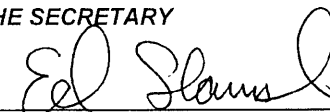
6. Nondiscrimination Requirements

- 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  _____
for Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)

(Date)