

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 176  
significant

<b>Contract #</b> Admin will assign	15344A
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<b>Dept./Division</b>	LWRD/ Parks	<b>Vendor Name</b>	County of Sauk
<b>Brief Addendum Title/Description</b>	Amended and restated Intergovernmental agreement between Village of Sauk City, County of Sauk and County of Dane in regards to the construction of the Wisconsin River recreational bridge crossing.	<b>Vendor MUNIS #</b>	6916
		<b>Addendum Term</b>	Through June 30, 2030
		<b>Amount (\$)</b>	\$ 7,500,000.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Chris James	<b>Contact</b>	Brent Miller
<b>Phone #</b>	(608)235-2252	<b>Phone #</b>	(608)355-3274
<b>Email</b>	James.Christopher@danecounty.gov	<b>Email</b>	Brent.Miller@saukcountywi.gov
<b>Purchasing Officer</b>			



Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input checked="" type="checkbox"/>	<b>No PO Maintenance Needed</b> – <i>this addendum does not change the dollar amount of the contract.</i>				
<input type="checkbox"/>	<b>New PO / Req. Submitted Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	Through June 30, 2030		<input type="checkbox"/> None	Res# 2023-310
	15344A	Through June 30, 2030	\$ 7,500,000.00	<input type="checkbox"/> None	Res# 2024-176
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 7,500,000.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input checked="" type="checkbox"/> Corporation Counsel: Carlos Pabellon	<input checked="" type="checkbox"/> Risk Management: Joshua Cotillier	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	<small>Digitally signed by Hicklin, Laura Date: 2024.10.21 14:01:44 -05'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/21/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, October 21, 2024 2:45 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15344A  
**Attachments:** 15344A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 10/21/2024 3:21 PM	Approve: 10/21/2024 3:21 PM
	Patten (Purchasing), Peter		Approve: 10/21/2024 3:10 PM
	Gault, David	Read: 10/22/2024 10:20 AM	Approve: 10/22/2024 10:21 AM
	Cotillier, Joshua		Approve: 10/21/2024 2:56 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15344A  
Department: Land & Water Resources  
Vendor: Sauk County  
Contract Description: Amended & restated IGA for Wisconsin River Bicycle/Ped bridge Project (Res 176)  
Contract Term: 11/1/24 – 6/30/2030  
Contract Amount: \$7,500,000.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-176**

**AUTHORIZING AN AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT WITH SAUK COUNTY AND THE VILLAGE OF SAUK CITY**

In 2023, Dane and Sauk County (Counties), and the Village of Sauk City entered into an Intergovernmental Agreement authorized by 2023 Res-310 that outlined roles and responsibilities for administration and oversight of a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant for construction of a recreation bridge over the Wisconsin River. The bridge is located on the county line and will be the southern terminus of the Great Sauk State Trail in Sauk County and the beginning of the Walking Iron Trail in Dane County.

The Counties and Village of Sauk City wish to amend and restate their existing Intergovernmental Agreement in order to reflect updated TAP grant funding amounts and each parties' roles and responsibilities. The updated Intergovernmental Agreement will supersede the initial Intergovernmental Agreement in its entirety.

**NOW, THEREFORE, BE IT RESOLVED** the Dane County Executive and County Board of Supervisors thank the Village of Sauk City for securing and administering grant funds for the Great Sauk/Walking Iron Trail Wisconsin River recreation bridge;

**BE IT FINALLY RESOLVED** that the County Executive is hereby authorized to sign an amended and restated Intergovernmental Agreement regarding the WisDOT project 5852-00-75 SW-region state/municipal agreement with Sauk County and the Village of Sauk City on behalf of Dane County.

Amended and Restated Intergovernmental Agreement Regarding the  
WisDOT Project 5852-00-75 SW-Region State/Municipal Agreement

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This Amended and Restated Agreement (“Agreement”) is made and entered into by and among the Village of Sauk City (“Village”), a municipal corporation with its principal office located at 726 Water Street, Sauk City, WI 53583, the County of Sauk (“Sauk County”), a quasi-municipal corporation with its principal office located 505 Broadway, Baraboo, WI 53913 and the County of Dane (“Dane County”), a quasi-municipal corporation with its principal office located at 210 Martin Luther King Jr., Blvd., Madison, WI 53703 (“County”) (each a “Party” and collectively, “Parties”), and is effective as of the date by which the Parties have signed hereunder.

**RECITALS**

**WHEREAS**, the Wisconsin Department of Transportation (“WisDOT”) encouraged the Parties to work collaboratively on a grant application to the WisDOT 2023-26 Transportation Alternative Program (“TAP”) Award Cycle for the construction of the Wisconsin River Bike/Pedestrian Bridge (“Project”);

**WHEREAS**, the Village agreed to submit a grant application to WisDOT for a TAP Award for the Project, and further agreed to act as its Project Sponsor;

**WHEREAS**, the WisDOT awarded a TAP grant for the Project, and provided it an identification number of 5852-00-75

**WHEREAS**, the Village, as Project Sponsor, executed the WisDOT Project 5852-00-75 SW-Region State/Municipal Agreement on September 13, 2023 (“WisDOT Agreement”);

**WHEREAS**, the Parties entered into an intergovernmental agreement that set forth each municipality’s responsibilities associated with the Project, dated May 13, 2024 (“Initial IGA”);

**WHEREAS**, the WisDOT Agreement was revised to reflect additional federal earmark funding of \$2,000,000 towards the Project on or about June 19, 2024;

**WHEREAS**, the WisDOT notified the Parties, that as Project Sponsor, the Village must provide additional services than what was set forth in the Initial IGA;

**WHEREAS**, the Parties desire to amend and restate the Initial IGA, and this Agreement amends, restates and supersedes the Initial IGA in its entirety;

**WHEREAS**, pursuant to Wis. Stat. §66.0301(2), two or more municipalities are authorized to enter into intergovernmental agreements, for the receipt or furnishing of services or the joint exercise of any power or duty required by law;

**WHEREAS**, an intergovernmental agreement under Wis. Stat. §66.0301(3) may provide a plan for administration of the proposed function or project, including but not limited to provisions related to proration of expenses, and the deposit and disbursement of funds;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. County Responsibilities.

(a) WisDOT Agreement. Sauk and Dane County (“Counties”) agree that the Village serves solely as a signatory and as their agent under the WisDOT Agreement, attached hereto as Exhibit 1 and incorporated herein by reference. Unless otherwise set forth under Section 3 of this Agreement, the Counties are responsible for fulfilling the responsibilities and requirements of the Project Sponsor under the WisDOT Agreement.

(b) Public Works Contracts. The Counties agree that the Village serves solely as a signatory and as their agent under the public works contract(s) associated with the Project that the Village will bid and award pursuant to Section 3(c) of this Agreement. Except for the Village’s responsibilities as expressly provided in this Agreement, the Counties assume any and all other liabilities and obligations of the “owner” under such public works contracts.

(c) Audits. The Counties acknowledge that given the amount of federal funding involved the Village may be required to undergo a separate annual audit of the Project during the Project’s duration. The Counties agree to reimburse the Village for any and all audit costs that would not otherwise be incurred by the Village but for the Village’s role as Project Sponsor for the Project. The Village shall submit invoices for any Project audit to the Counties using the procedure set forth in Section 7 and 7(a).

2. Local Match & Nonparticipating Costs. Sauk County and Dane County agree to pay half of the local match required by WisDOT Agreement. Sauk and Dane County further agree that each shall pay half of any additional nonparticipating costs for the Project. If the Parties receive additional state or federal money to fund the Project, including but not limited to Sauk County’s \$1,000,000 DNR snowmobile grant, such funding will be applied towards the total cost of the Project, and shall not be used to defray any party’s obligation to pay its share of the local match or nonparticipating costs.

3. Village Responsibilities. As Project Sponsor, Village shall:

(a) Maintain the complete file of the Project and shall keep all Project records for inspection as required under Section 23 of the WisDOT Agreement;

(b) Allow state and federal auditors to access its records and financial statements in accordance with Section 24 of the WisDOT Agreement;

(c) Bid and award the required public works contract associated with the Project, only after receiving Sauk County and Dane County’s written approval to do so;

(d) Process pay applications by the contractor and seek grant reimbursement from the WisDOT as further described in Sections 7 and 8.

- (e) Cooperate with the Counties and the professional services providers hired by the Counties for the Project as necessary to fulfill the Village's responsibilities as expressly set forth herein.

4. Upfront Funding. The Parties agree that in order to facilitate and expedite the required payment and grant reimbursement process under the WisDOT Agreement, the Counties shall provide upfront funding that the Village shall use to pay the contractor of the Project. Within thirty (30) days of the execution of this Agreement, Counties shall each provide \$1.5 million to the Village for a total of \$3 million dollars ("Upfront Funding"). Upon receipt, Village shall deposit the Upfront Funding into a segregated account as set forth in Section 6 of this Agreement.

5. Additional Upfront Funding. The Parties acknowledge that due to the reimbursement process utilized by WisDOT, additional Upfront Funding may be necessary to guarantee that the Project continues without interruption. Additional Upfront Funding shall be made by the Counties upon Village's recommendation that such additional monies are necessary to timely pay the contractor of the Project.

6. Segregated Account. Within ten (10) days of executing this Agreement, with the Counties assistance and direction, the Village shall establish a segregated account in the Local Government Investment Pool under Wis. Stat. § 25.50 ("Segregated Account") for the sole purpose of remitting any required payments to the contractor of the Project, and depositing any reimbursements issued by WisDOT. The Village assumes no liability for the investment returns of any funds in the Segregated Account. Village shall deposit the Upfront Funding in the Segregated Account when such funding is made available by the Counties. Village agrees that the Segregated Account shall be governed by the following terms:

- (a) Village shall not commingle any other funding with the Upfront Funding;
- (b) Disbursements shall only be made in accordance with the provisions under Section 7 of this Agreement, and shall only be authorized with Counties' prior approval;
- (c) Any earnings of the Segregated Account shall remain in the account to be used as additional Upfront Funding;
- (d) Village shall monitor the total amount of Upfront Funding in the Segregated Account as contractor payments are made, and notify Counties if such amount appears to be insufficient for any subsequent contractor payment;
- (e) Village shall promptly deposit any additional Upfront Funding provided by the Counties or any WisDOT reimbursements within the same business day it is received if possible, or as soon as reasonably possible;
- (f) Segregated Account reconciliations shall be completed on a monthly basis by each of the Counties. Upon the discovery of any errors, the Counties shall notify Village promptly. Village will ensure that such errors are corrected, and resubmit corrected statements to the Counties;

(g) Village shall keep full, true and accurate records of the Segregated Account, and Counties shall have the right to audit such records, upon thirty (30) days' notice, at the Counties cost and expense;

(h) Any statements regarding the Segregated Account's monthly transactions shall be sent to the following individuals as soon as reasonably possible or upon request:

(i.) For Sauk County:

Lynn Horkan, Sauk County Finance Director

[Lynn.Horkan@saukcountywi.gov](mailto:Lynn.Horkan@saukcountywi.gov)

(ii.) For Dane County:

Chuck Hicklin, Dane County Controller

[Hicklin.Charles@danecounty.gov](mailto:Hicklin.Charles@danecounty.gov)

7. Contractor Payments & Change Orders. As Project Sponsor, Village shall receive payment applications and change orders issued by contractor for the Project. Upon receipt, Village shall submit a copy of the pay application or change order to Sauk County for review and recommendation, with a copy submitted to Dane County. Sauk County shall promptly review and recommend approval or denial to Dane County in writing. Dane County shall notify Sauk County of its decision within three (3) business days.

(a) If both Counties approve a pay application, each shall notify the Village of its decision in writing. Upon receipt of both approvals, Village is authorized to transfer the amount of any payment from the Segregated Account to its own bank account to issue payment directly to contractor. Further, Village will provide copies of payments to Counties promptly.

(b) If both Counties approve a change order, Village shall execute the change order. If an additive change order requires prompt payment after execution, Village shall follow the process set forth in Section 7(a).

(c) Village shall authorize the Village Administrator to make payments to contractor or to execute a change order without the need for further Village Board approval.

(d) Village shall not be liable if the Counties' approval of payment applications or change orders is not given to the Village with reasonable time to process the transfer of funds from the Segregated Account to its bank account to issue payment to the Contractor.

8. Reimbursement. Parties agree that time is of the essence when completing the necessary forms for reimbursement for the Project. Sauk County shall promptly complete all necessary forms for reimbursement and submit them to the appropriate state officials in accordance with the WisDOT Agreement on behalf of the Village. Copies of any reimbursement requests as well as WisDOT's decision related to such requests shall be provided to Dane

County. Upon receipt of any issued reimbursement, Village will promptly notify the Counties and deposit it into the Segregated Account.

9. Designated Contacts. Each party shall designate an individual who shall be authorized to fulfil the obligations set forth for each party under this Agreement ("Project Contact"). Changes to the Project Contact for each party can be made at any time, provided that notice is given to the other parties promptly. Upon execution of this Agreement, the Project Contacts shall be

- (a) For Village: Heidi Koch, Village Administrator
- (b) For Sauk County: Lisa Wilson, Administrator
- (c) For Dane County: Brandon Braithwaite, Engineering Project Manager

10. Ownership. The Project includes the construction of a new Wisconsin River Bike/Pedestrian Bridge ("Bridge"). The Parties agree that Village shall have no ownership of the Bridge, and upon substantial completion, Sauk County and Dane County shall assume ownership, operation and maintenance of the Bridge. Ownership of the Bridge between Sauk County and Dane County shall be determined based upon the existing boundary line between the counties.

11. Termination. This Agreement shall be terminated upon the earlier of the completion of the Project or the WisDOT Agreement completion deadline of June 30, 2030 ("Termination Date"). Upon termination, the Parties shall complete a final reconciliation of the Segregated Account, and the Village shall correct any errors that may be discovered. Village shall then transfer half of the remaining monies from the Segregated Account to Sauk County and the other half to Dane County within thirty (30) days. Village's obligations set forth in Sections 3(a), 3(b) and 12(c) shall continue after the Termination Date.

12. General Provisions.

(a) Dispute Resolution. Prior to seeking legal action, Parties agree to first attempt to resolve disputes arising out of or in connection with the execution, interpretation, performance or nonperformance of this Agreement, involving or affecting the Parties by submitting in writing such disputes to the respective Project Contacts. The Project Contacts shall promptly meet and confer in an effort to resolve such dispute. In the event the Project Contacts are unable to resolve any dispute within fifteen (15) business days after submission to them, the dispute will then be submitted to the Sauk City Village Administrator, Sauk County Administrator and Dane County Executive. These representatives or their designees shall promptly meet and confer in an effort to resolve such dispute within fifteen (15) days.

(b) Non-Discrimination. In the performance of its obligations under this Agreement, Parties agree not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Parties further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this



Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

(c) Liability. Except as provided below, each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.

The Counties hereby agree to indemnify, defend, and hold the Village harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees of the Village in defending any action) arising out of or in connection with any claim that arises out of the engineering and construction work being undertaken by the Counties in association with the Project (including non-compliance with the WisDOT State/Municipal Agreement) or being performed by any contractor, subcontractor or consultant, in association with the Project, except for those claims caused by the negligence or intentional misconduct of the Village of Sauk City.

(d) Severability. The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

(e) No Third Party Rights. This is an Agreement between the Parties, and nothing herein creates any rights in a third person.

(f) Entire Agreement. The entire agreement of the Parties is contained herein and this Agreement supersedes any prior 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 the Parties.

*[Signatures to follow on next page.]*

**IN WITNESS WHEREOF**, the parties execute this Amended and Restated Intergovernmental Agreement Regarding the WisDOT Project 5852-00-75 SW-Region State/Municipal Agreement to be effective on the date of the last party to sign.

FOR VILLAGE

  
\_\_\_\_\_  
Heidi Koch, Village Administrator

10/8/2024  
Date Signed

FOR DANE COUNTY

\_\_\_\_\_  
Jamie Kuhn, Dane County Executive

\_\_\_\_\_  
Date Signed

FOR SAUK COUNTY

  
\_\_\_\_\_  
Brent Miller, County Administrator

10/16/2024  
Date Signed

EXHIBIT 1

[WisDOT Project 5852-00-75 SW-Region State/Municipal Agreement]



**REVISION NO. 1  
STATE/MUNICIPAL  
AGREEMENT  
FOR A INFRASTRUCTURE  
TRANSPORTATION  
ALTERNATIVES PROGRAM  
(TAP) PROJECT**

*This agreement supersedes the agreement signed by the Municipality on September 12, 2023 and signed by State on October 11, 2023. This revision adds federal earmark funding.*

Subprogram #: 290  
Program Name: TAP-STARS

Revised Date: **June 12, 2024**  
Date: **August 7, 2023**  
I.D.: **5852-00-75**  
WisDOT UEI #: **CBE4JHP1S8H7**  
Project Sponsor UEI #: **TBD**  
FAIN ID: **TBD**  
Project Title: **Wisconsin River Bicycle/Ped Bridge**  
Location/Limit: **Great Sauk Trail in Sauk City**  
Project Length (if applicable): **N/A**  
Project Sponsor: **Village of Sauk City**  
County: **Sauk and Dane Counties**  
MPO Area (if applicable): **N/A**

The signatory, the **Village of Sauk City**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **The Village of Sauk City has been a cooperative partner in the planning efforts for the Great Sauk Trail (GST) for over two decades. Planning for the GST began with the Badger (Ordinance) Reuse Plan in 2001. The 2002 Sauk Prairie Comprehensive Plan advocated for a riverfront recreational trail that connects to a regional trail network. The 2003 State Trails Network Plan calls for Segments 22 and 28 to be routed over the Wisconsin River. The primary planning document guiding the Village's efforts is the Great Sauk State Trail, A Cooperative Plan to Build a World-Class Recreation Trail, prepared in 2015. This plan provided the mapping and timing for the trail's completion. In addition to the Village's planning efforts, the GST is also a goal of the Sauk County Comprehensive Plan and the Sauk County Comprehensive Outdoor Recreation Plan. Furthermore, the Great Sauk State/Walking Iron Trail-Bridge Feasibility Study (2019) was completed specifically to address the Wisconsin River Crossing.**

Proposed Improvement - Nature of work: **This project proposes to construct a new Wisconsin River Recreational Bridge in the footprint of the former Wisconsin & Southern Railroad (WSR) bridge over the Wisconsin River. The proposed 500-foot-long ADA accessible multi-use bridge will connect the future Walking Iron Trail (WIT) and the Great Sauk State Trail (GST). The bridge will implement the 2003 Wisconsin Trails Network Plan by routing Segments 23 and 28 over the Wisconsin River. Acceptable uses of the proposed bridge include pedestrians, bicyclists, and snowmobile traffic.**

The Project Sponsor agrees to the following TAP-STARs project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of \$7,587,672.70, which includes a \$2,000,000 federal earmark, for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the \$7,587,672.70 federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

**Project Award date: 6/22/2023**

**Commencement deadline: 6/22/2027**

**Completion deadline: 6/30/2030**

**The project commencement deadline is fixed by statute and may not be extended.**

The subject project must be completed by 6/30/2030, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.


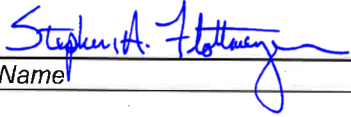
In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
<b>ID 5852-00-75</b>					
Federal Earmark Funding	\$2,500,000	\$2,000,000	80%*	\$500,000	20%
Participating Construction	\$8,504,810	\$5,568,031.94	80%**	\$2,936,778.06	20% + BAL
Construction Engineering	\$25,000	\$16,367.30	80%**	\$8,632.70	20% + BAL
State Review	\$5,000	\$3,273.46	80%**	\$1,726.54	20% + BAL
<i>Project Totals</i>	<b>\$11,034,810</b>	<b>\$7,587,672.70</b>		<b>\$3,447,137.30</b>	
<b>Total Est. Cost Distribution</b>	<b>\$11,034,810</b>	<b>\$7,587,672.70</b>	<b>MAX</b>	<b>\$3,447,137.30</b>	<b>N/A</b>

\*This project has a federal earmark with maximum reimbursement amount of \$2,000,000.

\*\*This project has a TAP federal funding maximum of \$5,587,672.70. This maximum is cumulative for all federally funded project phases. The actual federal funding percentages may vary depending on actual construction costs but shall never exceed 80%.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of: <b>Village of Sauk City</b>		
 <u>James Anderson</u> <small>Name</small>	<u>Village President</u> <small>Title</small>	<u>6/19/24</u> <small>Date</small>
Signed for and in behalf of the <b>State</b>		
 <u>Stephen A. Holtz</u> <small>Name</small>	<u>WisDOT SW Region Planning Chief</u> <small>Title</small>	<u>6/20/2024</u> <small>Date</small>

## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All applicable DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
  - f. New installations or alteration of street lighting and traffic signals or devices.
  - g. Landscaping.
  - h. State review services.
  - i. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
  - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.



11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.
23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and

compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.

25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), 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. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide relocation orders and real estate plats and easements, as required by the project.
  - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
  - g. Provide maintenance and energy for lighting.
  - h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
28. It is further agreed by the Project Sponsor that:
  - a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
  - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The

Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
  - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.*
33. *Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.*
34. *Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.*
35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

**PROJECT FUNDING CONDITIONS**

36. *Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.*

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following TAP-STARS project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project TAP federal funding maximum of **\$5,587,672.70** is cumulative for all federal funded project phases.
- a. The maximum participation of federal earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of \$2,000,000 is cumulative for all federal earmark funded project phases.

**[End of Document]**