

FEDERALLY FUNDED CONTRACT / PROJECT AGREEMENT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND
CITY OF MADISON for
PEDESTRIAN-BICYCLE SAFETY EDUCATION
5992-06-88 / 5992-06-89

This is a contract between the Wisconsin Department of Transportation (DEPARTMENT) and City of Madison (MUNICIPALITY) for Services described in detail herein and is for the purpose of the City of Madison Pedestrian and Bicycle Education Program.

The MUNICIPALITY services are scheduled for calendar years 2008 (5992-06-88) & 2009 (5992-06-89), with final billing completed in 2010.

Compensation for all services provided by the MUNICIPALITY under the terms of this contract shall be at 80 % of actual costs estimated at \$70,000 for 2008 and \$72,000 for 2009. Total reimbursement to the municipality under this contract shall not exceed \$56,000 for 2008 and \$57,600 for 2009 (80% of estimated costs).

Authority for the Municipality and the DEPARTMENT to enter agreements is extended under Sections 84.01(13) and 86.25 (1-3) of Wis. Stats. The MUNICIPALITY represents it is in compliance with the laws and regulations relating to the services and signifies its willingness to provide the Services.

The MUNICIPALITY Representative is Dan McCormick, Traffic Engineer, whose work address, e-mail address/telephone number is: PO BOX 2986, Madison Wisconsin 53701-2986, DMcCormick@cityofmadison.com / (608) 267-1969.

The DEPARTMENT Representative is Marilyn Daniels, whose work address, e-mail address/telephone number is: 2101 Wright Street, Madison Wisconsin 53704-2583, marilyn.daniels@dot.state.wi.us / (608) 246-3864.

The parties agree to all of the provisions that are annexed and made a part of this contract consisting of 11 pages. This contract shall be effective when signed by both parties.

Nothing in this contract accords any third party beneficiary rights whatsoever to any non-party that may be enforced by any non-party to this contract.

The following individuals, by their signatures hereto, acknowledge that they are authorized to enter into this contract on behalf of the Department and the Municipality.

For the MUNICIPALITY:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

For the State of Wisconsin
Department of Transportation

By: _____

Contract Manager, Bureau of Financial Services

Date: _____

Approved

GOVERNOR, State of Wisconsin

Date: _____

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I. DEFINITIONS

- A. "DEPARTMENT" means the Wisconsin Department of Transportation.
- B. "FHWA" means the Federal Highway Administration.
- C. "MUNICIPALITY" means city, village, town, or county entering into this contract to provide Services.
- D. "DEPARTMENT Representative" means the qualified public employee of the DEPARTMENT in immediate charge of this contract.
- E. "Services" means the labor, materials, and incidentals furnished by MUNICIPALITY in accordance with this contract.

II. SCOPE OF SERVICES

A. GENERAL

- 1. The MUNICIPALITY shall furnish all materials, equipment, supplies, and incidentals other than those designated in writing as to be furnished by the DEPARTMENT.
- 2. The Services shall comply with all applicable state and federal laws and regulations.
- 3. The FHWA may participate in all conferences and reviews.
- 4. The MUNICIPALITY shall, from time to time during the progress of the Services, confer with the DEPARTMENT and shall prepare and present such information, studies, or other data as may be pertinent and necessary or as may be requested by the DEPARTMENT to enable it to evaluate the services performed.

B. SERVICES TO BE PERFORMED BY THE MUNICIPALITY

The MUNICIPALITY agrees to:

- 1. Designate a MUNICIPALITY Representative, with the duty and responsibility to act as liaison between the MUNICIPALITY and the DEPARTMENT Representative.

2. Perform MUNICIPALITY field operations in accordance with OSHA regulations and accepted safety practices.
3. Provide for MUNICIPALITY personnel, transportation, supplies, materials and incidentals as are needed to accomplish the Services required under this contract.
4. Prepare and submit such periodic, intermediate and final reports and records as may be required by the DEPARTMENT and as are applicable to the work or services that are being performed.
5. Services provided by Municipality and eligible for reimbursement will be limited to:
 - (a) Training of staff involved in this project.
 - (b) Gather information and materials on existing pedestrian and bicyclist safety programs, review these and develop new materials as appropriate.
 - (c) Assist in implementing the City's pedestrian-bicycle safety program through coordinated efforts with local schools, other public and private institutions and community groups.
 - (d) Provide administrative support to the program by scheduling classes, events, trainings, contacting schools, recruiting and training volunteers, performing pre- and post-testing, compiling results and keeping records.
 - (e) Provide direct educational services to the public and in schools by conducting classes, making public presentations, giving and/or coordinating practical demonstrations, organizing events such as bicycle skills courses (bicycle rodeos) and performing related functions.
 - (f) Respond to general requests for pedestrian and bicyclist safety education information in person, by telephone and through written correspondence.
 - (g) Media contracts including news releases and requests for interviews.
 - (h) Order materials and equipment used in the project and ensure that equipment is kept in good repair.

- (i) Other activities as may be required by this project and approved by the DEPARTMENT.

C. SERVICES TO BE PROVIDED BY THE DEPARTMENT

The DEPARTMENT agrees to make available to the MUNICIPALITY manuals, guides, written instructions and other information and data necessary to enable the MUNICIPALITY to perform the Services required under this contract.

D. MEETINGS AND CONFERENCES

Conferences, as may be necessary for the discussion and review of the Services under this contract may be scheduled at the request of the MUNICIPALITY or the DEPARTMENT and coordinated with the DEPARTMENT.

III. PROSECUTION AND PROGRESS

A. GENERAL

1. Services under this contract shall commence upon written order from the DEPARTMENT to the MUNICIPALITY which will constitute authorization to proceed.
2. The DEPARTMENT will not be liable for payment of any Services performed or costs incurred by the MUNICIPALITY without a written order.

B. TERMINATION OF CONTRACT

1. Either the DEPARTMENT or the MUNICIPALITY may terminate all or part of this CONTRACT at any time upon not less than fourteen days' written notice.
2. If the MUNICIPALITY should terminate the contract, it will reimburse the DEPARTMENT for any costs incurred by the Department on behalf of the project.

C. SUBCONTRACTS/PROCUREMENT

1. The MUNICIPALITY shall not sublet services without prior written approval of the DEPARTMENT.
2. Procurement of goods or services by the MUNICIPALITY shall be in accordance with 49 CFR 18.36.

3. Consent to assign, sublet or otherwise dispose of any portion of the contract shall not be construed to relieve the MUNICIPALITY of any responsibility for the fulfillment of the Services.
4. When the MUNICIPALITY subcontracts for the performance of a portion or any phase of the Services under this contract, the subcontract shall provide for the performance of such Services to the full extent as contemplated in this contract and to the same standards as if performed by the MUNICIPALITY.
5. No subletting, subcontracting or assignment of any portion of the Services shall state, imply, intend or be construed to limit the legal liability of either the MUNICIPALITY or a Subcontractor.

IV. BASIS OF PAYMENT

1. An obligation of the DEPARTMENT under this contract will not exist until approved and signed by the MUNICIPALITY and the DEPARTMENT. Compensation in excess of the total contract amount will not be allowed unless authorized by an approved written contract amendment.
2. Reimbursement for costs shall be limited to those that are allowable under 48 CFR 1-31 and by DEPARTMENT policy.
3. The MUNICIPALITY will be reimbursed by the DEPARTMENT for the completed and approved Services rendered under this contract on the basis and at the price set forth in the cover sheet of this contract. Such payment shall be full compensation for Services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the Services.
4. The MUNICIPALITY shall submit invoices not more often than once per month during the progress of the Services for payment for the authorized Services completed to date.
5. No payment shall be construed as DEPARTMENT acceptance of unsatisfactory or defective Services or improper materials. Final payment of any balance due the MUNICIPALITY will be made promptly upon verification by the DEPARTMENT, of completion of the services under the contract, acceptance by the DEPARTMENT, and upon receipt of documents required to be returned or to be furnished.
6. The MUNICIPALITY and any Subcontractors to the MUNICIPALITY shall maintain all documents and evidence pertaining to costs incurred under this contract for inspection by the DEPARTMENT and FHWA during normal business hours in their respective offices for a period of three years following the final CONTRACT payment.

V. MISCELLANEOUS PROVISIONS

A. ACCESS TO DOCUMENTS AND RECORDS

The MUNICIPALITY, as well as its subcontractors, if any, agree to maintain all books, documents, papers, accounting records and other evidence pertaining to this contract and to make such materials and all project documents available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract, for inspection and use by the DEPARTMENT in compliance with 49 CFR 18.42.

B. LEGAL RELATIONS

1. The MUNICIPALITY shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the Services or MUNICIPALITY'S conduct.
2. In carrying out the provisions of this contract, or in exercising any power or authority granted to the DEPARTMENT or FHWA thereby, there shall be no personal liability upon the authorized representatives of the DEPARTMENT and FHWA, it being understood that in such matters they act as agents and representatives of these agencies.
3. The MUNICIPALITY shall be responsible for any and all damages to property or persons arising out of a negligent act, error and/or omission in the MUNICIPALITY'S performance of the Services under this contract.
4. The MUNICIPALITY shall indemnify and save harmless the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence of the MUNICIPALITY in connection with performance and completion of the Services covered by this contract.

C. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of Services under this contract, the MUNICIPALITY agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in sec. 51.01 (5), Wis. Stats., sexual orientation as defined in sec. 111.32 (13m), Wis. Stats., 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 selecting for

training including apprenticeship. Except with respect to sexual orientation, the MUNICIPALITY further agrees to take affirmative action to ensure equal employment opportunities. The MUNICIPALITY agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of the nondiscrimination clause. Under section 3.58(9)(b) of the Madison General Ordinances, every contract to which the City of Madison is a party shall contain the following language: In the performance of work under this contract, the parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

D. EQUAL EMPLOYMENT OPPORTUNITY (ALL CONTRACTS EXCEEDING \$10,000)

During the performance of this CONTRACT, the MUNICIPALITY agrees as follows:

1. The MUNICIPALITY shall, in all solicitations or advertisements for employees placed by or on behalf of the MUNICIPALITY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or sexual orientation.
2. The MUNICIPALITY shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. The MUNICIPALITY shall furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. The MUNICIPALITY shall include the provisions of this Section entitled "Equal Employment Opportunity" in every subcontract in excess of \$10,000.

E. IMPLEMENTATION OF CLEAN AIR ACT AND CLEAN WATER ACT (ALL CONTRACTS EXCEEDING \$100,000)

1. The MUNICIPALITY stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean

Air Act, as amended (42 U.S.C. 7401 et seq., as amended including Pub. L. 101-549), and under the Clean Water Act, as amended (33 U.S.C. 1251 et seq., as amended, including Pub. L. 100-4), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15), is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.

2. The MUNICIPALITY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the MUNICIPALITY and Services, under this CONTRACT.
3. The MUNICIPALITY shall promptly notify the DEPARTMENT and the U.S. EPA Assistant Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this contract is under consideration to be listed on the EPA List of Violating Facilities.
4. The MUNICIPALITY agrees to include or cause to be included the requirements of the preceding three paragraphs (1), (2), (3), in every nonexempt subcontract.

F. CONFLICT OF INTEREST

The MUNICIPALITY shall not employ any person currently employed by the DEPARTMENT for any services included under the provisions of this contract.

G. CERTIFICATION REGARDING LOBBYING

The MUNICIPALITY certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the MUNICIPALITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the MUNICIPALITY shall complete and submit **standard form-**

LOLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

H. DISADVANTAGED BUSINESS UTILIZATION

1. The CONSULTANT agrees to ensure that Disadvantaged Business as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Businesses have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of the contract by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.
2. The CONSULTANT shall maintain records and document its performance under this item.

