

CITY OF MADISON – MADISON ARTS COMMISSION – ART IN PUBLIC PLACES PROGRAM

**Grant Award Agreement between the City of Madison  
and  
Marquette Neighborhood Association, Inc**

The parties to this Agreement, the City of Madison, Wisconsin, a municipal corporation, (the “City”), and Marquette Neighborhood Association, Inc, (“Grantee”), hereby agree as follows:

**1. Grantee.** a) The Grantee is a (*check one*):

- Neighborhood Association
- Business Association
- Planning Council
- Other: \_\_\_\_\_;

b) and is organized as follows (*check one*):

- Unincorporated Association
- Corporation (Inc., Co., Corp, etc. Can be stock or nonstock, for-profit or nonprofit)
- Limited Liability Company (LLC)
- Partnership
- Limited Liability Partnership (LLP)
- Sole Proprietor
- Other:\_\_\_\_\_.

**2. Project.** This Agreement is for the Project entitled: Williamson Street Gateway – The Tree (Phase 1 – Creating foliage)

Type of Program (*check one*):

- Community Enhancement Program Grant (CEP)
- Neighborhood Planning Grant (NPG)
- Neighborhood Leadership and Capacity Building Grant (NLC)
- Art in Public Places (AIPP)

**3. Award.** The City hereby awards a grant in the amount of \$12,658.00 to the Grantee. The authorization for this award is in Resolution No. 27694, enacted on October 02, 2012.

**4. Project Description and Attachments.** The purpose of this grant is to fund Phase 1 only (fabrication) of the “Williamson Street Gateway – The Tree.” For purposes of this grant Phase 1 is described in Attachment 3 (hereafter, Phase 1) The checked attachments are incorporated, attached hereto and made part of this Agreement. In the event of a conflict between Attachment 1 (Grant Application) and this document or any of the other Attachments, this document and the other attachments shall take precedence. Phases beyond Phase 1 (such as installation, etc.) are not a part of this grant agreement and shall be governed by the process described in Resolution RES-12-00055 and resulting permits or agreements administered by other city departments. Although this grant agreement only covers Phase 1, if there is a conflict between the description of the Phase 1 work, the Tree or any of its associated structures as described in this Agreement and as approved in RES-12-00055, the description in RES-12-00055 shall control.

- Attachment 1 – Grantee’s completed Grant Application, dated June 1, 2012
- Attachment 2 – Grantee’s additional grant support materials
- Attachment 3 – Phase 1 Description (Scope of Services and Payment Schedule)
- Attachment 4 – City of Madison Terms and Conditions

5. **Term.** This Agreement shall commence upon the date of the final signature and shall continue until February 28, 2013, unless terminated sooner under provisions of this Agreement, or extended to a later date by mutual written agreement of the parties.
6. **Budget.** Grantee agrees to use the grant funds exactly as set forth in Attachment 3, and agrees that it will obtain matching funds in cash and/or in-kind services as provided in Attachment 3.
7. **Payment.** The City shall pay Grantee no more than \$12,658.00 toward the cost of the project. Payment will be made as set forth in Attachment 3, except that if the actual cost of the completed project is less than the grant amount, Grantee agrees not to expand the project to utilize these savings and agrees that City shall retain or be reimbursed for the difference between the actual project costs and the amount of the grant. Payment shall also be reduced if needed for a reduction in services under Paragraph 13. C. (Termination.) Payment is further subject to the refund requirement stated in Attachment 3.
8. **Acknowledgement of City Funding.** Grantee shall ensure that any and all publicity, press releases, and promotional materials shall acknowledge that the project is "Funded in part by the City of Madison Art in Public Places Program". Copies of any such materials must be provided to the City at the address in Paragraph 12 (Notices.)
9. **Prosecution and Progress.**
  - A. Grantee agrees to complete the project within the time frame as specified elsewhere in this Agreement. Time for completion shall not be delayed because of delay attributable to Grantee but may be extended by City because of delay attributable to City or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond control of Grantee.
  - B. Grantee agrees to insure the project proceeds continuously and expeditiously through completion of each phase of work.
  - C. Grantee shall keep records of all matters relating to project including, but not limited to, invoices, contracts, vouchers, and payrolls.
  - D. Grantee shall provide written progress reports to City as the City may request. Grantee shall meet with City at such times as City may request to discuss project progress.
  - E. City shall have access to project site at all times.
  - F. Grantee shall notify City after Grantee has determined the project has been completed and City shall notify Grantee when the project has been accepted.
10. **Evaluation and Accounting.** Grantee agrees that, no later than thirty (30) days after Grantee determines the project has been completed, it will submit to City a final evaluation report and accounting form in a format required by the Madison Arts Administrator. The final accounting shall detail all expenditures and in-kind contributions.
11. **Project Ownership and Maintenance.** The artwork prepared under this grant agreement (Phase 1) is intended to be installed at the 600 block of Williamson Street as described in RES-13-00055 ("Ownership Resolution") and in accordance with any resulting city permits or agreements governing the placement in the right-of-way. Upon completion of the entire project described in the Grant Application and the Ownership Resolution, ownership of Phase 1 as well as the other phases/structures, including the barrier wall required in the Ownership Resolution, shall be transferred to the City as described in the Ownership Resolution. Maintenance responsibilities for the work created in Phase 1 under this Agreement as well as the final assembled tree sculpture and all barriers and other structures installed under the Ownership Resolution shall be as set forth in that Resolution and any resulting permits or agreements.

**12. Notices.** All notices required to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand-delivered to:

For the City: Steve Cover, Director  
Department of Planning & Community & Economic Development  
215 Martin Luther King, Jr. Blvd.  
Madison, WI 53701-2985

For the Grantee: Scott Thornton, President  
  
Marquette Neighborhood Association, Inc  
c/o Wil-Mar Neighborhood Center,  
953 Jenifer St.  
Madison WI 53703

**13. Termination.**

- A. This Agreement may be terminated at any time by mutual written agreement of the parties.
- B. In the event Grantee shall default in any of the covenants, terms, or conditions of this Agreement, and any such default shall continue unremedied for ten (10) days after written notice thereof to Grantee, the City, at its option and in addition to all other rights and remedies which it may have at law or in equity against Grantee, including expressly specific enforcement, shall have the cumulative right to immediately terminate this Agreement and all rights of Grantee under this Agreement. Grantee shall, within thirty (30) days of termination of this Agreement, return to the City the full amount of the grant provided to Grantee under this Agreement.
- C. Performance of work under this grant agreement may be terminated in whole or reduced in part by the City whenever the City determines such action to be in its best interest. Notice of termination or reduction shall be given to Grantee at least fifteen (15) days prior to the effective date, shall state the extent to which such performance is reduced or terminated and the date upon which such action is effective. When work hereunder is reduced, the City shall reduce the amount of compensation in the grant in a manner which reflects such reduction of services. In the event that the City terminates or reduces the scope of Grantee's project, the City shall have no further responsibility to Grantee, Grantee's agents, employees, or subcontractors.

**14. Acceptance and Authority to Sign.** The undersigned Grantee has examined all documents which constitute this Agreement and fully understands the terms of this Agreement and the nature of the project to be performed hereunder. Grantee represents that it has the authority to enter into this Agreement. If Grantee is not an individual, the person signing on behalf of the Grantee represents and warrants that he or she has been duly authorized to bind the Grantee and sign this Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**GRANTEE**

\_\_\_\_\_  
By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title : \_\_\_\_\_

**THE CITY OF MADISON**

By: \_\_\_\_\_ Date

\_\_\_\_\_  
(print name and title)

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
David Schmiedicke, Finance Director Date

\_\_\_\_\_  
Michael May, City Attorney Date

**- ATTACHMENT 1 - Application –**

**- ATTACHMENT 2 -**  
(Additional Grant Support Materials)

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**- ATTACHMENT 3 -**

**SCOPE OF SERVICES AND PAYMENT SCHEDULE**

Williamson Street Gateway – The Tree (Phase 1 – Creating foliage)

- The applicant will complete the foliage for the tree. She will create 300, 12-inch flowers (like her work sample below) by welding discarded Fiskars Scissor handles into flowers.



**PAYMENT SCHEDULE**

Full payment will be made once City Arts Administrator has verified that Phase 1- fabrication of foliage- is complete and digital photos of the project have been submitted and approved by the City.

The funding of this grant is contingent upon Grantee securing all necessary permission, permits, and agreements to complete the installation of the final project at 600 Williamson Street (as described in the Attachments 1 and 2 and RES-13-00055). If the final project as contemplated therein is not completed within fifteen (15) months of signing this agreement, Grantee hereby agrees to refund to the City the full amount in Section 3, within thirty (30) days of receiving written notice from the City to do so.

- ATTACHMENT 4 -  
CITY OF MADISON TERMS AND CONDITIONS

1. **Independent Contractor.** Grantee agrees that at all times Grantee is acting as an independent contractor, and not acting as an employee, or agent, or in any other manner for or on behalf of the City, and that any persons who the Grantee utilizes or who provide services under this Agreement are employees of Grantee and are not employees of the City.
2. **Assignment/Subcontracting.** Grantee shall not assign or subcontract any interest in or obligation under this Agreement without the City's prior written approval. All of the services required of Grantee under this Agreement shall be performed by Grantee, and Grantee's agents, employees, or subcontractors.
3. **Indemnification and Insurance.** The Grantee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Grantee's and any of Grantee's contractors or Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents or employees.

The Grantee will insure, and will require any contractors or subcontractors to insure, as indicated, against the following risks (if checked) to the extent stated below. Where the box for "Grantee's subcontractor" is checked, subcontractor's policy shall cover as insured the subcontractor and shall name the City as an additional insured. Neither Grantee nor subcontractors, if any, shall begin work until the required insurance has been obtained and corresponding certificate(s) of insurance have been approved by the Risk Manager.

- Commercial General Liability**                       **Grantee**                       **Grantee's subcontractors**  
The Grantee, and any subcontractor(s) (if checked above), shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Grantee's (any subcontractor's) coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds.
- Automobile Liability**                       **Grantee**                       **Grantee's subcontractors**  
The Grantee, and any subcontractor(s) (if checked above), shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident.
- Worker's Compensation**                       **Grantee**                       **Grantee's subcontractors**  
The Grantee, and any subcontractor(s) (if checked above), shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. Grantee (and any subcontractors, if checked) shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit.
- Professional Liability**                       **Grantee**                       **Grantee's subcontractors**  
The Grantee, and any subcontractor(s) (if checked above), shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

**Acceptability of Insurers.** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

**Proof of Insurance, Approval.** The Grantee shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Grantee shall provide the certificate(s) to the City's representative upon execution of the agreement, or sooner, for approval by the City Risk Manager. Grantee shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Grantee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any required policies during the term of this Agreement.



**4. Nondiscrimination.** In the performance of work under this Agreement, Grantee agrees 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. Grantee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.

**5. Affirmative Action.** *(The following language is required by sec. 39.02(9)(c) and (e)2. of the Madison General Ordinances. For purposes of this paragraph, the term "Contractor" shall mean "Grantee.")*:

**A. The following provisions apply to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)**

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 5. A., at the time the Request for Exemption in 5.B. is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:**

**The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the	\$25,000 OR MORE Aggregate Annual Business with the
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

\*As determined by the City Comptroller Rights

\*\* As determined by the Department of Civil Rights

**REQUEST FOR EXEMPTION:** (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.**

**RELEASE OF PAYMENT:** (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 5.B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

## ARTICLES OF AGREEMENT

### ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

### ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

### ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

### ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

- A.  It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B.  Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

### ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

### ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

### ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

**6. Miscellaneous Requirements for recipients of City Financial Assistance:**

- A. Grantee agrees to comply with Madison's Equal Opportunities Ordinance, Section 39.03, Madison General Ordinances, regarding persons working on Grantee's project and the public's access to the project upon completion.
- B. **Nondiscrimination based on disability in City-Assisted Programs and Activities.** *(The following language is required by sec. 39.05(8) of the Madison General Ordinances):*

Grantee shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance.

Grantee hereby makes the following assurances: Grantee assures and certifies that it will comply with section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this agreement complies with sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the Grantee and any subcontractor, with section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

Grantee may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: Grantee assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or

opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Grantee shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

- C. **Living Wage (applicable to contracts of \$5,000 or more.)** *(The following language is required by sec. 4.20(7) of the Madison General Ordinances):* Unless exempt by Sec. 4.20 of the Madison General Ordinances, Grantee agrees to pay all employees employed by the Grantee in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.
- D. **Prevailing Wage.** *(The following language is required by sec. 4.23(4) of the Madison General Ordinances):* The Grantee shall pay its employees the wage rates established by Sec. 4.23, Madison General Ordinances, and its referenced sections and shall require in its contracts and subcontracts for work on the project, adherence by those contractors, subcontractors and agents to the wage rates established by this Section 4.23 and its referenced sections. The grantee and its contractors, subcontractors and agents shall also adhere to the requirements of Madison General Ordinances Sec. 23.01(1)(d) "Payrolls and Records," Sec. 23.01(1)(j) "Evidence of Compliance by Contractor," (Grantee) and Sec. 23.01(k) "Evidence of Compliance by Agent and Subcontractor" with the exception that the reference to "City Engineer" and "Department of Public Works" shall be to the City agency administering the project.

**7. Equal Benefits Requirement (Sec. 39.07, MGO) (Applicable to contracts exceeding \$25,000).**

This provision applies to grants of more than \$25,000 if the grant agreement is executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO). When used herein, the word "Contractor" shall mean the Grantee:

For the duration of this contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Recipients of City Financial Assistance Only – more than \$25,000). This requirement also applies to employees of any contractors hired by the Grantee who expend at least twenty (20) hours a week at the project site funded by City financial assistance.

**Compliance with Laws.** Grantee agrees to comply with all Federal, State, and Local laws, ordinances, codes, and regulations, and agrees to obtain all permits necessary for the project.

- 8. Amendment.** This Grant Award Agreement shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Agreement may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Agreement, unless another procedure is expressly described elsewhere in this Agreement.

**9. Entire Agreement.** The entire agreement of the parties is contained in the Grant Award Agreement, and all attachments referenced and checked in paragraph 3 therein, and this Agreement supersedes any and all oral contracts and negotiations between the parties.