



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Agenda - Approved WATER UTILITY BOARD

*Consider: Who benefits? Who is burdened?
Who does not have a voice at the table?
How can policymakers mitigate unintended consequences?*

Tuesday, February 27, 2024

4:30 PM

119 E. Olin Ave.

If you need accommodations to access this service, activity or program please call the phone number below immediately.

Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg peb hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

For assistance, contact the Madison Water Utility at (608) 266-4651 or water@madisonwater.org

CALL TO ORDER / ROLL CALL

1. [82204](#) Approval of Minutes
Attachments: [January 2024 Meeting Minutes Draft.pdf](#)
January 2024 Meeting Minutes

PUBLIC COMMENT

Speakers are limited to three minutes each. You must be registered before the board takes up your item.

DISCLOSURES AND RECUSALS

Members of the body should make any required disclosures or recusals under the City's Ethics Code.

NEW BUSINESS

2. [81992](#) Authorizing the Mayor and City Clerk to enter into a contract with Terabonne, Inc. for consulting services related to telecommunications license agreements.
Sponsors: Charles Myadze

Attachments: [Item 2 - Memo - Cell Consultant Contract Recommendation.pdf](#)
[Item 2 - Attachment A City Purchasing Evaluation.pdf](#)
[Item 2 - Attachment B Draft Contract for Services.pdf](#)
[Item 2 - Attachment C City Purchasing RFP.pdf](#)

Legislative History

2/7/24	Economic Development Division Water Utility Board (2/27/24), Finance Committee (2/26/24), Common Council (3/5/24)	Referred for Introduction
2/13/24	COMMON COUNCIL Additional referral to Finance Committee	Referred to the WATER UTILITY BOARD
2/13/24	WATER UTILITY BOARD	Referred to the FINANCE COMMITTEE

3. [82217](#) Awarding Public Works Contract No. 9342, Well 15 PFAS Treatment Facility (District 12)

Attachments: [Item 3 - Memo - Unit Well 15 Bid Award Recommendation.pdf](#)
[Item 3 Attachment A Bid No. 9342.pdf](#)

4. [82196](#) Water Production Monthly Report

Attachments: [Item 4 - Memo - Water Production Report February 2024.pdf](#)
[Item 4 Attachment A - Daily and Cumulative Water Production February 2024.p](#)
[Item 4 Attachment B - Unit Well Capacity Utilization February 2024.pdf](#)

5. [82200](#) Financial Conditions Monthly Report

Attachments: [Item 5 - Memo - Financial Conditions Report February 2024.pdf](#)
[Item 5 - Attachment - Financial Conditions Report as of 1.31.24.pdf](#)

6. [82201](#) Capital Projects Monthly Report

Attachments: [Item 6 - Memo - Capital Projects Monthly Report 2024-02-27.pdf](#)
[Item 6 - Attachment - Capital Projects Monthly Report 2024-02-27.pdf](#)

7. [82202](#) Operations Monthly Report

Attachments: [Item 7 - Memo - Monthly Operations report February 2024.pdf](#)
[Item 7 - Attachment Monthly Operations Report February 2024.pdf](#)

8. [82203](#) Public Information Monthly Update

Attachments: [Item 8 Memo - Public Information Report.pdf](#)
[Item 8 Attachment A - Utility Highlights.pdf](#)

9. [80952](#) Meeting Evaluation and Discussion

Attachments: [Board Self Eval Form.pdf](#)

ADJOURNMENT



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82204

File ID: 82204

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Approval of Minutes

Notes:

CC Agenda Date:

Agenda Number: 1.

Sponsors:

Effective Date:

Attachments: January 2024 Meeting Minutes Draft.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82204

Title
Approval of Minutes



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Meeting Minutes WATER UTILITY BOARD

*Consider: Who benefits? Who is burdened?
Who does not have a voice at the table?
How can policymakers mitigate unintended consequences?*

Wednesday, January 24, 2024

4:30 PM

119 E. Olin Ave.

CALL TO ORDER / ROLL CALL

President Patrick Delmore called the meeting to order at 4:33 pm. Introductions were conducted to welcome the new Board Member; Eric Callisto.

Present: 4 - Charles Myadze; Patrick E. Delmore; Debra R. Simon and Amani Latimer Burris

Excused: 2 - Robert J. Abrahamian and Ronesha Strozier

APPROVAL OF MINUTES

A motion was made by Ald. Charles Myadze, seconded by Deb Simon, to approve the minutes. The motion passed by voice vote.

1. November Meeting Minutes

PUBLIC COMMENT

There were no registrants

2. General Public Comment

DISCLOSURES AND RECUSALS

There were none

NEW BUSINESS

4. Unit Well #19 Bid Award Recommendation

Peter Holmgren, P.E., Chief Engineer, Madison Water Utility, presented bid results and discussed which company will be awarded the bid.

Pat Delmore, Water Utility Board President noted in the future resolutions should be brought to the Water Board prior to being introduced to Common Council.

Deb Simon motioned to approve recommended bid recipient, seconded by Ald. Amani Latimer Burris. The motion passed by voice vote.

3. A History of Collaboration between MWU and UW-Madison; Professor Greg Harrington, UW-Madison

Professor Greg Harrington, UW Madison, presented in regards to the collaboration between the UW and Madison Water Utility. Current Graduate Student agreement expires August 31, 2024.

5. 2024 Water Utility Board Master Agenda Calendar

Joe DeMorett, Water Supply Manager, Madison Water Utility , presented. There was a typo in the August agenda noting discussion for the 2024 budget, should have stated 2025 budget. with that amendment, a motion was made by Ald. Charles Myadze and seconded by Ald. Amani Latimer Burris. Motion passed with voice vote

6. Water Production Monthly Report

Joe DeMorett, Water Supply Manager, Madison Water Utility , presented. A motion was made by Ald. Charles Myadze, seconded by Deb Simon to approve the report. The motion passed by voice vote.

7. Financial Conditions Monthly Report

January Vang, Finance Manager, Madison Water Utility , presented. A motion was made by Ald. Charles Myadze, seconded by Deb Simon to approve the report. The motion passed by voice vote.

8. Capital Projects Monthly Report

Peter Holmgren, P.E.; Chief Engineer, Madison Water Utility , presented on the monthly report. A motion was made by Ald. Charles Myadze, seconded by Deb Simon to approve the report. The motion passed by voice vote.

Presentations were conducted by Nathan Mendez and Ryan Newman, Engineer 4 Designers, Madison Water Utility, in regard to projects they both led and the positive impact their work has for the City and the Water Utility alike.

9. Operations Monthly Report

Dan Rodefeld, Operations Manager, Madison Water Utility , presented. A motion was made by Ald. Charles Myadze, seconded by Deb Simon to approve the report. The motion passed by voice vote.

10. Public Information Report and Highlights

Marcus Pearson, Public Information Officer, Madison Water Utility presented qualitative reports highlighting Madison Water Utility over the last month. A motion was made by Ald. Charles Myadze, seconded by Deb Simon to approve the report. The motion passed by voice vote.

11. Board Meeting Evaluation lead by Vice President; Deb Simon

Deb Simon led the Meeting Evaluation and Discussion. All criteria were fully met.

ADJOURNMENT

A motion was made by Deb Simon, seconded by Ald. Charles Myadze, to Adjourn the meeting. The motion passed by voice vote. Pat Delmore, Board President, adjourned the meeting at 6:50 pm.



City of Madison

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Master

File Number: 81992

File ID: 81992 **File Type:** Resolution **Status:** Items Referred

Version: 1 **Reference:** **Controlling Body:** FINANCE COMMITTEE

File Created Date : 02/07/2024

File Name: Telecommunication Licenses Consultation Services **Final Action:**

Title: Authorizing the Mayor and City Clerk to enter into a contract with Terabonne, Inc. for consulting services related to telecommunications license agreements.

Notes:

CC Agenda Date: 02/13/2024

Agenda Number: 2.

Sponsors: Charles Myadze

Effective Date:

Attachments: Item 2 - Memo - Cell Consultant Contract Recommendation.pdf, Item 2 - Attachment A City Purchasing Evaluation.pdf, Item 2 - Attachment B Draft Contract for Services.pdf, Item 2 - Attachment C City Purchasing RFP.pdf

Enactment Number:

Author: Pete Holmgren, Water Utility Chief Engineer

Hearing Date:

Entered by: cklawiter@cityofmadison.com

Published Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	2/7/2024	Robert Mulcahy	Approve	2/27/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Economic Development Division	02/07/2024	Referred for Introduction				
	Action Text: This Resolution was Referred for Introduction						
	Notes: Water Utility Board (2/27/24), Finance Committee (2/26/24), Common Council (3/5/24)						
1	COMMON COUNCIL	02/13/2024	Referred	WATER UTILITY BOARD			
	Action Text: This Resolution was Referred to the WATER UTILITY BOARD						
	Notes: Additional referral to Finance Committee						
1	WATER UTILITY BOARD	02/13/2024	Referred	FINANCE COMMITTEE			

Action Text: This Resolution was Referred to the FINANCE COMMITTEE

Text of Legislative File 81992

Fiscal Note

The proposed resolution authorizes a contract for services with Terabonne, Inc. for consulting services related to telecom licensing agreements on behalf of the City of Madison and on properties and structures owned by the City. Most of the costs associated with this service are included as part of negotiated license agreements, however the Water Utility's 2024 Operating Budget includes an amount not to exceed \$25,000 per year of the contract to account for certain fixed rates charges that may occur. No additional appropriation is required.

Title

Authorizing the Mayor and City Clerk to enter into a contract with Terabonne, Inc. for consulting services related to telecommunications license agreements.

Body

WHEREAS, the City of Madison currently has a number of license agreements in place that allow for the attachment of telecommunications equipment to City-owned property in various locations throughout Madison; and,

WHEREAS, these agreements generate revenue for the City and are beneficial to the telecom companies for building out their networks; and,

WHEREAS, ongoing and accelerating changes to telecommunication equipment, technology, and standards over the decades have made it difficult for current City staff - particularly in the Water and Real Estate agencies, where agreements are negotiated and evaluated - to ensure that these agreements are appropriately valued and managed in ways that best benefit the City; and,

WHEREAS, in the fall of 2023, the Water and Real Estate agencies worked with City Purchasing to write up and issue a Request for Proposals (RFP) for consulting services related to telecom license negotiations and evaluations; and,

WHEREAS, City Purchasing facilitated and documented the RFP process and results which led to the recommendation of contracting with Terabonne, Inc. for the appropriate services, which are outlined in the drafted service agreement; and,

WHEREAS, most of the costs associated with this service agreement are included as part of the negotiated license agreements, and the Water Utility's operation budgets shall otherwise include an adequate amount per year of the contract to account for certain fixed-rate charges that may come up.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Clerk are authorized to enter into a contract with Terabonne, Inc. for consulting services related to telecommunications license agreements.



MEMORANDUM

Date: February 7, 2024

To: Mayor Satya Rhode Conway
City of Madison Common Council
City of Madison Finance Committee
City of Madison Water Utility Board

From: Pete Holmgren, P.E. – Chief Engineer, Water Utility
Lance Vest – Real Estate Specialist 2, Office of Real Estate

Subject: Telecom License Consulting Services
Contract Recommendation

RECOMMENDATION

Staff recommends entering into a contract with Terabonne, Inc. for telecom consulting services outlined in the attached contract draft.

BACKGROUND

The City currently has a number of license agreements in place that allow for the attachment of telecommunications equipment to City-owned property in various locations throughout Madison. These agreements generate revenue for City agencies and are beneficial to the telecom companies for building out their networks. The most common agreements are on parcels with water towers – owned and managed by Madison Water Utility – because of their height and transmittal potential. Many of these license agreements are currently either expired and in hold over status, or have pending equipment change requests that have necessitated the need to renegotiate the terms of the existing agreements.

Ongoing and accelerating changes to telecommunication equipment, technology, and standards over the decades have made it difficult for current City staff – particularly in the Water and Real Estate agencies, where agreements are negotiated and evaluated – to ensure that these agreements are appropriately valued and managed in ways that best benefit the City.

In the fall of 2023, the Water and Real Estate agencies worked with City Purchasing to write up and issue a Request for Proposals (RFP) for consulting services related to telecom lease negotiations and evaluations. Specifically, proposals were sought for services related to:

- Assisting in negotiating amendments to existing license agreements.
- Assisting in negotiating new license agreements (See Section 3 - Available Sites)
- Providing engineering services to:
 - Reviewing new equipment change requests from licensees for items including but not limited to:
 - Appropriate site configuration (placement, accessibility, aesthetics, etc.)
 - Structural integrity and certification; engineering analysis as appropriate
 - Acceptability by City agencies to accommodate their primary site and business needs
- Reviewing/auditing existing equipment installations and documentation to:
 - Ensure compliance on City sites
 - Facilitate corrective actions by licensees, as appropriate

City Purchasing facilitated and documented the RFP process and results which led to the recommendation of contracting with Terabonne, Inc. for the services outlined above. Additional details are provided in the contract draft which is attached.

The legislative path of this item is shown below:

- Common Council (Intro): 2/13/2024
- Finance Committee: 2/26/2024
- Water Utility Board: 2/27/2024
- Common Council: 3/5/2024

ATTACHMENTS:

- A. City Purchasing RFP Document
- B. City Purchasing Evaluation Panel Report
- C. DRAFT Purchase of Services Contract with Terabonne, Inc.

EVALUATION PANEL REPORT

12070-0-2023-BP
Telecom Licenses
January 26, 2024

Introduction

The City of Madison solicited proposals from qualified vendors. The following proposed:

1. Cell At Auction, LLC
2. Everest Infrastructure Partners, Inc.
3. Steel In The Air, Inc.
4. Terabonne, Inc.

Please reference the RFP for additional information.

Summary of Evaluation Panel Activity

1. Panel members first conducted evaluations of proposals independently based on the pre-established criteria determined by the panel. Then, the panel met to discuss all qualitative and quantitative aspects of the proposals and overall ratings as a group. Purchasing staff rated the cost section of the proposals.

Below is a summary of the scoring:

Section	Max Points	Cell at Auction	Everest Infrastructure	Steel in the Air	Terabonne
Technical	65	37.75	47.25	45.90	54.50
Cost Actual	10	1.39	4.71	4.08	10.00
Cost Comprehension	20	13.00	14.00	17.00	17.00
Local Vendor	5	0.00	0.00	0.00	0.00
Total	100	52.14	65.96	66.98	81.50

The Technical section relates to the scoring of proposals supplied by each vendor. The Cost Actual was the total amount of money that would be paid to the vendors based on their calculations. The Cost Comprehension was an analysis of how well the evaluators felt each vendor understood how the pricing would work. After reviewing the scoring, the panel decided to move the top three scoring vendors into the final round of virtual interviews. Each vendor was provided an agenda and had virtual interviews with the evaluation panel.

This is a summary of the scoring after the virtual interviews:

Section	Max Points	Everest Infrastructure	Steel in the Air	Terabonne
Technical	65	47.25	45.90	54.50
Interview	65	52.38	50.77	49.58
Cost Actual	20	9.41	8.16	20.00
Cost Comprehension	40	28.00	34.00	34.00
Local Vendor	10	0.00	0.00	0.00
Total	200	137.04	138.83	158.08

After the interview and discussion, the panel had additional questions for Terabonne. They answered the panels satisfaction. Based on the scoring, the panel felt comfortable selecting the top scoring vendor, as the awarded vendor, Terabonne, Inc.

2. Final Selection of the Panel: Terabonne, Inc.
3. Local Preference

Was the outcome of this bid changed by the local purchasing ordinance? ___Yes XNo

4. Evaluation Panel Meetings:

11/15/2023	Distribution of Proposals
12/6/2023	Discussion of proposals and determination of final vendors
1/10/2024 & 1/12/2024	Virtual Interviews
1/18/2024	Review of scoring and selection of winning vendor

City of Madison
CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and Terabonne, Inc. hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

SEE ATTACHMENT A

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be SEE ATTACHMENT A.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates Tung Bui as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract 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 other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor 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, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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 the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) 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 \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity 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, sexual orientation, gender identity 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 (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor 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, Contractor 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.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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 ten thousand dollars (\$10,000), 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.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract 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 the addresses of the parties listed below:

FOR THE CITY:

Krishna Kumar, Water Utility General Manager

(Department or Division Head)

119 E. Olin Avenue

Madison, WI 53713

FOR THE CONTRACTOR:

Tung Bui, CEO

Terabonne, Inc.

P.O. Box 6257

Edmonds, WA 98026

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor 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 conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$ 25,000 per year in "Modification Reviews" as outlined in ATTACHMENT A ("Compensation"); other compensation is a percentage of agreed rent amounts direct from third-party tenants as described in ATTACHMENT A ("Compensation").

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in 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.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor 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 Contractor's and/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 its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to 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. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor 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. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor 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 Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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

CONTRACTOR:

Terabonne, Inc.

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

ATTACHMENT A



LETTER OF ENGAGEMENT Wireless Leasing and Management

1. Terabonne shall serve as Client's exclusive representative to consult, advise, and negotiate all aspects of cell site locations, leases, lease amendments, rent increases, lease extension agreements and engineering modifications, along with reviews and additional new wireless carriers ("Cell Site Services") including financial, non-financial and technical matters to the benefit of Client with the objective of improved rent revenue to Client with current and prospective tenants ("Tenants") on the Property (defined herein).
2. **Wireless Lease Site.** The Client's properties subject to this Agreement are located in the City of Madison, Wisconsin and shall be determined between the Parties ("Property"). Client represents that Client has the authority to enter into this Agreement as the fee simple owner.
3. **Services Performed.** Terabonne will act as a business consultant using its wireless industry expertise and experience to:
 - A. Negotiate all aspects of the New Wireless Carriers, Existing Lease Amendment Negotiations, Lease Extensions and negotiation of Engineering Modification and Review including financial terms, non-financial and technical matters to the benefit of Client with the objective of increased revenue to Client.
 - B. Terabonne shall focus in on key revenue producing opportunities, including:
 - i. Rent Increase. Negotiate the best rent rate to be in line with fair market value.
 - ii. Rent Escalation. Negotiate the rent escalation rate.
 - iii. Expansion Rent Increase. Negotiate the leasing of future ground space needed for system expansions.
 - iv. One-Time Compensation. Seek all possible opportunities for a one-time compensation from tenant, including reviewing any possible back-rent owed, lease violations, easement encroachments, unauthorized power usage, unpaid taxes, property value changes, etc. Negotiate if any justifications are found for a one-time payment to Client.
 - C. Provide engineering support and industry knowledge to enhance the value of Client's site for future leases, Lease Extension or other wireless tenants.
 - D. Redline/Edit Lease (New or Extension) drawings, surveys, and any other pertinent documents using Terabonne's engineering expertise and knowledge in the industry to maximize rent values.
 - E. Review any completed or proposed plans, to support Lease (New or Extension) requirements, permits, zoning drawings and zoning changes, property surveys, title reports, utility and access easements, and correspondences from Tenant to provide expert consultation to Client.
 - F. Analyze proposed economic terms of the Lease (New or Extension) and present counter offers to Tenant with a fair market rate rent, escalator, and any additional consideration based on expertise and tools known to Terabonne.

ATTACHMENT A

- G. Present to Client the final Leases (New or Extensions) in summarized format, showing economical net present value and future value of negotiated terms, and access, easements, utilities, and other aspects affecting use of the Property.
 - H. Ensure all Leases are fully executed by all parties.
 - I. Ensure initial payment of negotiated amounts are correct per negotiated terms.
4. **Compensation.** Terabonne shall receive compensation (“Consultant Fee”) as follows for services provided:

A. “Monthly Fee” for each site of:

- i. Existing Lease Amendment Negotiations. Terabonne shall receive Ten percent (10%) of monthly rent amounts for the duration of its lease terms, including holdovers, extensions and renewals for each cell site Terabonne negotiates and modifies the lease.
- ii. New Site Builds. Terabonne shall receive Fifteen percent (15%) of monthly rent amounts for the duration of its Lease terms, including holdovers, extensions and renewals for each site negotiated and managed by Terabonne.

B. “One-Time Fee” - Fifty percent (50%) of any one-time payment Terabonne is able to discover, negotiate, collect and actually get paid to Client.

C. Modification Reviews – Terabonne shall receive \$500 for each site modified by Tenants that require Terabonne’s reviews and/or negotiations but does not require negotiating of any existing lease amendments;

Monthly Fee (4A) may be paid directly from Tenant in accordance with any Lease Agreement instructions. Fee 4B and 4C are due and payable within ten (10) days after Client receives payment from Tenant or subject to late payment of one percent (1%) per month.

5. **Duration of Agreement.** This Agreement shall terminate five (5) years from the Effective Date (“Term”); provided, however, that if during the Term, negotiations involving the Tenant have commenced and are continuing, then the Term shall be extended to allow such negotiations to complete. If the Lease Extension has been fully executed, then this Agreement shall stay in full force and effect for the entire duration of the Cell Site Services with Tenant, including all terms, extensions, holdovers, and renewals.
6. **Expenses.** Terabonne will be responsible for all expenses it incurs with respect to this Agreement. Client will be responsible for its own expenses it incurs with respect to this Agreement (e.g. accounting, legal, etc.).

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 12070-0-2023-BP

Title: Telecom Licenses

City Agency: Economic Development

Due Date: Tuesday, November 14, 2023
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Economic Development (“City”) is soliciting Proposals from qualified vendors for Enter the Title. Vendors submitting Proposals (“Proposers”) are required to read this Request for Proposals (“RFP”) in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Tuesday, October 17, 2023
Questions Due Date: Tuesday, October 24, 2023
Answers Posted Date: Friday, October 27, 2023
Due Date: Tuesday, November 14, 2023, 2:00 PM CST

1.3 Format

The City is only accepting electronic submissions at this time.

Submit Technical and Cost Proposals (Form D) in separate, distinct files.

Complete and return Forms A through E to City of Madison Purchasing Services by Tuesday, November 14, 2023, 2:00 PM CST.

1.4 Labeling

All email correspondence must include RFP #12070-0-2023-BP in the subject line.

1.5 Delivery of Proposals

Delivery of electronic copy to: via email to bids@cityofmadison.com

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing Appendix A, the Standard Terms and Conditions, prior to submission of their Proposals. Appendix A applies to the submission of proposals and in the absence of a signed contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of proposals. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing Appendix B, Sample Contract, prior to submission of their Proposals. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Proposers affirm their willingness to enter into a contract containing the terms found in Appendix B.** While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.10 City of Madison Contact Information

The City of Madison Economic Development is the procuring agency:	Lance Vest City of Madison Economic Development PH: (608) 245-5794 lvest@cityofmadison.com
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The City of Madison Purchasing Services administers the procurement function:	Brian Pittelli Purchasing Services City-County Bldg, Room 407 210 Martin Luther King, Jr. Blvd. Madison, WI 53703-3346 PH: (608) 267-4969 FAX: (608) 266-5948 bpittelli@cityofmadison.com
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For questions regarding Contract Compliance
Affirmative Action Plans please Department of Civil Rights
contact: City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in ‘quarantine’ for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free.
<http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

1.14 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.15 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.16 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.17 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.18 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.19 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.20 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.21 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

1.22 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.23 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as "cooperative" or "piggyback" purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.24 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise

in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF SERVICES

2.1 Introduction

The City currently has several license agreements in place that allow for the attachment of telecommunications equipment to City-owned property in various locations throughout the City. Many of these license agreements are either expired and currently in hold over status, or have pending equipment change requests that have necessitated the need to renegotiate the terms of the existing agreements.

The City is requesting proposals for services to:

- Assist in negotiating amendments to existing license agreements (See Section 2 - Projects)
- Assist in negotiating new license agreements (See Section 3 - Available Sites)
- Provide engineering services to:
 - Review new equipment change requests from licensees for items including but not limited to:
 - Appropriate site configuration (placement, accessibility, aesthetics, etc.)
 - Structural integrity and certification; engineering analysis as appropriate
 - Acceptability by City agencies to accommodate their primary site and business needs
 - Review/audit existing equipment installations and documentation to:
 - Ensure compliance on City sites
 - Facilitate corrective actions by licensees, as appropriate

In your proposal, please address as many of these needs as possible. If your proposal does not address all of these needs, please make this explicit. The City's primary objectives for this initiative are the optimization of revenue generated by the license agreements and the competent review of equipment installations on City-owned property. Please note that the City must retain control over all City-owned property and assets. Final approval of any terms or language included in any new agreements or amendments is subject to review and approval by the City Attorney's Office.

2.2 Projects

The following section details the license agreements for which the City is requesting proposals for negotiation and engineering services.

<p><u>City Project No. 3973</u> Verizon Wireless Personal Communications LP 126 Glenway Street (53705)</p>	<ul style="list-style-type: none"> • Commencement Date: 6/1/97 • Expiration Date: 5/31/27 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: Three (3) • Current Status: Pending equipment change request
<p><u>City Project No. 3978</u> Verizon Wireless Personal Communications LP 1202 Northport Dr. (53704)</p>	<ul style="list-style-type: none"> • Commencement Date: 6/1/97 • Expiration Date: 5/31/27 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: Two (2) • Current Status: Pending equipment change request
<p><u>City Project No. 3979</u> New Cingular Wireless PCS, LLC 1202 Northport Dr. (53704)</p>	<ul style="list-style-type: none"> • Commencement Date: 1/12/98 • Expiration Date: 1/11/28 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: Two (2) • Current Status: Pending equipment change request

<p><u>City Project No. 4118</u> Sprint Spectrum Realty Company, LP 910 S. High Point Road (53719)</p>	<ul style="list-style-type: none"> • Commencement Date: 3/1/98 • Expiration Date: 2/28/18 (currently in hold over) • Remaining Renewals After Expiration: None • No. of Prior License Amendments: None • Current Status: Negotiate new license agreement
<p><u>City Project No. 4119</u> Sprint Spectrum Realty Company, LP 1202 Northport Dr. (53704)</p>	<ul style="list-style-type: none"> • Commencement Date: 3/1/98 • Expiration Date: 2/28/28 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: None • Current Status: N/A
<p><u>City Project No. 4197</u> Sprint Spectrum Realty Company, LP 4724 Spaanem Avenue (53716)</p>	<ul style="list-style-type: none"> • Commencement Date: 3/1/98 • Expiration Date: 2/28/18 (currently in hold over) • Remaining Renewals After Expiration: None • No. of Prior License Amendments: Three (3) • Current Status: Negotiate new license agreement
<p><u>City Project No. 5030</u> CCATT, LLC 917 E. Mifflin Street (53703)</p>	<ul style="list-style-type: none"> • Commencement Date: 6/18/21 • Expiration Date: 6/17/26 • Remaining Renewals After Expiration: Three five-year renewal options • No. of Prior License Amendments: None • Current Status: Pending equipment change request
<p><u>City Project No. 5048</u> New Cingular Wireless PCS, LLC 4724 Spaanem Avenue (53716)</p>	<ul style="list-style-type: none"> • Commencement Date: 4/1/22 • Expiration Date: 3/31/27 • Remaining Renewals After Expiration: Three five-year renewal options • No. of Prior License Amendments: None • Current Status: Pending equipment change request
<p><u>City Project No. 7013</u> New Cingular Wireless PCS, LLC 2829 Prairie Road (53719)</p>	<ul style="list-style-type: none"> • Commencement Date: 7/1/22 • Expiration Date: 6/30/27 • Remaining Renewals After Expiration: Three five-year renewal options • No. of Prior License Amendments: None • Current Status: Pending equipment change request
<p><u>City Project No. 7136</u> New Cingular Wireless PCS, LLC 3518 Cross Hill Drive (53718)</p>	<ul style="list-style-type: none"> • Commencement Date: 12/5/21 • Expiration Date: 12/4/31 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: None • Current Status: Pending equipment change request
<p><u>City Project No. 7748</u> Sprint Spectrum Realty Company, LP 2829 Prairie Road (53719)</p>	<ul style="list-style-type: none"> • Commencement Date: 6/1/04 • Expiration Date: 5/31/23 (currently in hold over) • Remaining Renewals After Expiration: None • No. of Prior License Amendments: One (1) • Current Status: Negotiate new license agreement
<p><u>City Project No. 10283</u> Verizon Wireless Personal Communications LP 2829 Prairie Road (53719)</p>	<ul style="list-style-type: none"> • Commencement Date: 10/10/16 • Expiration Date: 10/9/26 • Remaining Renewals After Expiration: Two five-year renewal options • No. of Prior License Amendments: None • Current Status: Pending equipment change request

<u>City Project No. 12832</u> Dish Wireless, LLC 126 Glenway Street (53705)	<ul style="list-style-type: none"> • Commencement Date: Pending • Current Status: Negotiate new license agreement
<u>City Project No. Pending</u> Madison Gas & Electric Co. 126 Glenway Street, 1202 Northport Drive, 2829 Prairie Road, 4724 Spaanem Avenue	<ul style="list-style-type: none"> • Multiple sites • Commencement Date: Pending • Current Status: Negotiate new license agreement

The City of Madison's Office of Real Estate Services will provide copies of existing agreements and amendments for background information on the Projects referenced above.

2.3 Available Sites

The following properties owned by the City of Madison Water Utility may be considered for potential new agreements moving forward, subject to availability. Additional City sites as identified or developed in the future can be mutually added to the scope of services.

Name	Address	Type
Reservoir 315	3518 Cross Hill Drive	Spheroid Water Tower
Reservoir 225	5815 Milwaukee Street	Spheroid Water Tower
Reservoir 113/313	1212 Northport Drive	Two-Zone Water Tower
Reservoir 120	2829 Prairie Road	Spheroid Water Tower
Reservoir 126	910 S. High Point Road	Spheroid Water Tower
Reservoir 9	4724 Spaanem Avenue	Elevated Reservoir
Reservoir 228	10451 Old Sauk Road	Composite Water Tower

3 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

3.1 Required Forms

- 1) Form A – Signature Affidavit
- 2) Form B – Receipt Forms and Submittal Checklist
- 3) Form C – Vendor Profile
- 4) Form E – References

3.2 Technical Questions

Responses must be in the same sequence and identified with the corresponding question number (Example: Question 1, Question 2, etc.). Please limit responses in this section to not more than twenty (20) pages. The Required Forms and any resumes will not count towards the twenty-page limit. The percentage of the total score that each question is worth is listed as percentage [x%] after each question.

1. Describe your experience and approach in negotiating amendments to existing license agreements. [20%]
2. Describe your experience and approach in negotiating new license agreements. [20%]
3. Describe your experience and approach providing engineering services to:
 - a. Review new equipment change requests from licensees for items including but not limited to: [5%]
 - Appropriate site configuration (placement, accessibility, aesthetics, etc.)
 - Structural integrity and certification; engineering analysis as appropriate
 - b. Acceptability by your client to accommodate their primary site and business needs[5%]
4. Describe your experience and approach to reviewing and auditing existing equipment installations and documentation to:
 - a. Ensure compliance on City sites[5%]
 - b. Facilitate corrective actions by licensees, as appropriate[5%]
5. What do you charge for these services (Cost to the City)?
 - a. Based on the existing sites and agreements provided in this RFP, outline any additional revenue potential that you feel your services would help realize. [5%]

3.3 Pricing (Form D)

Please complete the Excel Workbook Form D2 and submit back separately as an Excel file. Do not send back as a pdf.



Form A: Signature Affidavit

RFP #: 12070-0-2023-BP Telecom Licenses

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 12070-0-2023-BP Telecom Licenses

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Appendix C: Project 3973 Documents	N/A	
Appendix D: Project 3978 Documents	N/A	
Appendix E: Project 3979 Documents	N/A	
Appendix F: Project 4118 Documents	N/A	
Appendix G: Project 4119 Documents	N/A	
Appendix H: Project 4197 Documents	N/A	
Appendix I: Project 5030 Documents	N/A	
Appendix J: Project 5048 Documents	N/A	
Appendix K: Project 7013 Documents	N/A	
Appendix L: Project 7136 Documents	N/A	
Appendix M: Project 7748 Documents	N/A	
Appendix N: Project 10283 Documents	N/A	
Addendum #	N/A	

COMPANY NAME



Form C: Vendor Profile

RFP #: 12070-0-2023-BP Telecom Licenses

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website. <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:	
<input type="checkbox"/>	Yes , we are a local vendor and have registered on the City of Madison website under the following category: _____
<input type="checkbox"/>	No , we are not a local vendor or have not registered.



Form D: Price Proposal

RFP #: 12070-0-2023-BP Telecom Licenses

This form must be returned with your response.

Prepare your price proposal as follows:

- **All Inclusive** – Your price proposal must cover all direct and indirect necessary expenses including but not limited to; travel, telephone, copying, and other out-of-pocket expenses.
- **Not To Exceed** – The actual fees must not exceed the amount specified in your price proposal.
- **Fixed Fee** – All prices outlined in your proposal must remain fixed and valid for the entire length of the contract and any/all renewals.
- **Unit Pricing, where applicable** - For any given item, the quantity multiplied by the unit price establishes the extended price. If an apparent mistake exists in the extended price, the unit price will be used in the bid/proposal evaluation.
- **FOB (Free on Board) Destination Freight Prepaid and Allowed** – If goods are included, you are responsible for the cost of delivering all goods to our location, including handling, delivery, transportation, and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your proposal.

Please complete the Excel Workbook titled 12070 Form D2.

COMPANY NAME



Form E: References

RFP #: 12070-0-2023-BP Telecom Licenses

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



CITY OF MADISON

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
 2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
 4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
 5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
 6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
 7. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
 8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
 9. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
 10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

A. The following language applies to all successful bidders 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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 the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) 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 \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity 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, sexual orientation, gender identity 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 (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor 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, Contractor 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.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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 ten thousand dollars (\$10,000), 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.)

21. Nondiscrimination. During the term of this Contract, the Contractor 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, gender identity, political beliefs

or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. **Indemnification.** The Contractor 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 acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- a. Commercial General Liability - The Contractor 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. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor 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. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor 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.
 - e. 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.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- a. Withholding of payments under an existing contract.
 - b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - c. Termination, suspension or cancellation of a contract in whole or in part.
 - d. Nonrenewal when a contract calls for optional renewals.
 - e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

- c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

**City of Madison
CONTRACT FOR PURCHASE OF SERVICES
(Design Professionals)**

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor".

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
 (to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract 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 other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor 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, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies 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, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated 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 the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) 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 \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

APPENDIX B

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity 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 qualified applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity 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 (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor 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, Contractor 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.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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 ten thousand dollars (\$10,000), 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.)

14. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. NOTICES.

All notices to be given under the terms of this Contract 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 the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. INDEPENDENT CONTRACTOR AND TAX INFORMATION.

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. CHOICE OF LAW AND FORUM SELECTION.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law..

21. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor 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 conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in 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.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor 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 contractors and/or any subcontractor's negligent acts, errors or omissions, in the performance of this Agreement.

27. **INSURANCE.**

- A. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance coverage required below has been obtained and approved by the City Risk Manager, under the procedures in Section 27.C., below.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to 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. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor 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. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor 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.

- B. 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.
- C. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
- City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.
- D. Notice of Cancellation. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested,

APPENDIX B

charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

APPENDIX B

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

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: (Signature)

(Print Name and Title of Person Signing)

Date:

CITY OF MADISON, WISCONSIN a municipal corporation:

By: Satya Rhodes-Conway, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

By: Maribeth Witzel-Behl, City Clerk

Date:

Approved as to Form:

Eric T. Veum, Risk Manager

Date:

Michael Haas, City Attorney

Date:

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK: Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: Mary Richards, Procurement Supervisor

Date:

- MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply: (a) The funds are included in the approved City budget. (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a). (c) The City Attorney has approved the form of the Contract. (d) The Contract complies with other laws, resolutions and ordinances. (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING): Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82217

File ID: 82217

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Awarding Public Works Contract No. 9342, Well 15 PFAS Treatment Facility (District 12)

Notes:

CC Agenda Date:

Agenda Number: 3.

Sponsors:

Effective Date:

Attachments: Item 3 - Memo - Unit Well 15 Bid Award Recommendation.pdf, Item 3 Attachment A_ Bid No. 9342.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82217

Title

Awarding Public Works Contract No. 9342, Well 15 PFAS Treatment Facility (District 12)



MEMORANDUM

Date: February 21, 2024

To: Mayor Satya Rhodes Conway
 City of Madison Board of Public Works
 City of Madison Water Utility Board
 City of Madison Common Council

From: Pete Holmgren, P.E. – Chief Engineer

Subject: Unit Well 15 PFAS Treatment Facility – Public Works Contract # 9342
 Contract Award Recommendation

RECOMMENDATION

Staff recommends award of the project construction contract at a total bid cost of \$4,297,330 to Joe Daniels Construction Co., Inc. of Madison, Wisconsin, contingent upon the other typical requirements of Public Works contracts.

BACKGROUND

On Thursday, February 8, 2024, at 2:30 p.m. public bids were opened for the above referenced project for Madison Water Utility. Two bids were received as summarized below:

Contractor	Bid Total
Joe Daniels Construction Co., Inc.	\$4,297,330
J. H. Findorff & Son, Inc.	\$4,444,444
(Engineering Estimate)	\$5,900,000

Addressing the discrepancy in the Engineering Estimate – this figure provided to Public Works mistakenly reflects the overall **total** expected project cost rather than the construction costs **only** (which is what the contractors bid on here). **Engineering estimates for the construction only were \$4,266,000**; this figure matches the amount submitted for Wisconsin’s 2024 Safe Drinking Water Loan Program, and is much closer in line with the two contractor bids received. The difference between the engineering estimate and the apparent low bid from Joe Daniels Construction Co., Inc. (“Daniels”) is therefore less than 1% and considered a reasonable baseline “best value” bid for the project.

The format of the bid proposal was a Lump Sum single bid, with no alternative or additional bid items to be submitted for award consideration. The Lump Sum covers all construction work related to the scope of the contract. Our post-bid discussions with Daniels indicate that they were confident in the contract schedule and that they had a good understanding of the project requirements. Their project history in and around the City of Madison indicates to us that they have the capacity to manage and complete projects of similar complexity. Because Daniels is a local, pre-qualified contractor with the City of Madison and has completed several large projects in the recent past for the City of Madison and Madison Water Utility, their familiarity with the City's contracting process and construction requirements is thought to be favorable to the success of the project.

FUNDING

As mentioned above, the estimated total project cost for the treatment facility is \$5.9 million. It is worth noting that the Utility has been approved to receive \$2.95 million in principal forgiveness and \$2.95 million as a low-interest loan (2.1%) from the Safe Drinking Water Loan Program (SDWL Program) for completing construction of the treatment facility.

As was mentioned in the status report on PFAS settlements provided to the Water Utility Board at its meeting on October 23, 2023, all pending civil cases by drinking water suppliers against PFAS manufacturers in the United States have been consolidated into a multi-district litigation (MDL) and a settlement has been reached with the two largest manufacturers: 3M and DuPont. Under the proposed settlements, the Utility is expected to receive an estimated settlement payment of \$3.5 million over a 12-year proposed settlement payment period (2024-2036). The estimated payment would adequately cover the projected loan payments on the \$2.95 million low-interest loan from the SDWL Program mentioned above.

The principal forgiveness portion of the SDWL Program (\$2.95 million) along with the estimated PFAS settlement amount (\$3.5 million) would essentially pay for the Utility's Well 15 PFAS treatment facility project (\$5.9 million), resulting in no direct financial impact on the Utility's rate payers.

LEGISLATIVE PATH

- Board of Public Works: 2/21/2024
- Water Utility Board: 2/27/2024
- Common Council: 3/5/2024

PROJECT CONTRACTOR AMOUNT OF BID

CONTRACT NO. 9342
UNIT WELL 15 PFAS TREATMENT FACILITY

Joe Daniels Construction Co., Inc. \$4,297,330.00

Acct. No. 14092-86-140 \$4,297,330.00
Contingency 8%+ 343,790.00

GRAND TOTAL \$4,641,120.00



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82196

File ID: 82196

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Water Production Monthly Report

Notes:

CC Agenda Date:

Agenda Number: 4.

Sponsors:

Effective Date:

Attachments: Item 4 - Memo - Water Production Report February 2024.pdf, Item 4 Attachment A - Daily and Cumulative Water Production February 2024.pdf, Item 4 Attachment B - Unit Well Capacity Utilization February 2024.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82196

Title

Water Production Monthly Report

MEMORANDUM

Date: February 27, 2024

To: Water Utility Board

From: Joseph DeMorett, Water Supply Manager
Krishna Kumar, General Manager

Subject: Water Production Report

BACKGROUND:

Board governance policy requires that current and future customers will receive water that meets or exceeds industry-accepted levels of service for fire protection and pressure.

This includes:

1. Water delivered to hydrants at proper flow rates for fire protection.
2. Water delivered to customer tap at a pressure that meets industry-accepted low, high and emergency operation criteria.
3. Water used for outdoor irrigation under drought-free conditions.

The Water Supply Section of the Utility strives hard to meet or exceed the expectations laid out above. The Monthly Water Production and Unit Well Cumulative Capacity Utilization Reports as of January 31, 2024, reflecting these efforts are attached.

ATTACHMENTS:

- A. Monthly Water Production as of January 31, 2024
- B. Unit Well Cumulative Capacity Utilization as of January 31, 2024

**Madison Water Utility
Daily and Cumulative Water Production**

Hydrological Regions	No. of Wells	Daily Production (MGD)				Year-to-Date Cumulative Production (In billion gallons)			
		Max Daily Capacity	Reliable Daily Capacity	January 2024		2022 Actual	2023 Actual	31-Jan	
				Average Daily Production	Regional Surplus / (Deficiency)			2023	2024
A	6	14.8	8.9	6.1	2.8	2.5	2.4	0.2	0.2
B	2	5.4	2.4	1.6	0.8	0.6	0.6	0.1	0.1
C	10	28.8	22.3	11.0	11.3	4.5	4.6	0.4	0.3
D	3	9.1	5.9	3.7	2.2	1.5	1.6	0.1	0.1
System Total	21	58.1	39.5	22.4	17.1	9.1	9.2	0.8	0.7

Attachment B

**Madison Water Utility
Unit Well Cumulative Capacity Utilization
1/31/2024**

Region	Unit Well	YTD Production (MG)	YTD Utilization (%)	Remaining Drawdown to Pump (ft)
A	7	39	40.2%	98
	8	0	0.0%	Out of Service
	11	44	46.7%	30
	13	39	33.2%	126
	25	19	21.8%	43
	29	46	47.2%	166
	All	188	37.8%	
B	9	24	32.6%	41
	31	26	26.4%	138
	All	50	29.0%	
C	6	58	49.6%	61
	12	57	56.0%	47
	14	0	0.0%	Out of Service
	17	56	54.5%	69
	18	53	59.8%	126
	19	37	35.4%	27
	20	0	0.0%	Out of Service
	24	0	0.0%	Out of Service
	27	24	30.6%	39
	30	56	52.4%	94
	All	341	34.4%	
D	16	36	35.0%	100
	26	41	41.0%	66
	28	38	38.2%	34
	All	116	38.1%	
Entire System		694	35.3%	



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82200

File ID: 82200

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Financial Conditions Monthly Report

Notes:

CC Agenda Date:

Agenda Number: 5.

Sponsors:

Effective Date:

Attachments: Item 5 - Memo - Financial Conditions Report February 2024.pdf, Item 5 - Attachment - Financial Conditions Report as of 1.31.24.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 82200

Title
Financial Conditions Monthly Report

MEMORANDUM

Date: February 27, 2024

To: Water Utility Board

From: January Vang, Finance and Administrative Manager
Krishna Kumar, General Manager

Subject: Monthly Financial Report – Operating and Capital Funds

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from board priorities established in Outcomes policies. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to ensure long-term financial health.
2. Fail to present a balanced annual operating budget and quarterly updates on actual expenditures and income.
3. Exceed total appropriations for the fiscal year, unless directed to do so by the board.
4. Use any dedicated reserves for purposes other than those for which they are designated, unless directed to do so by the board.
5. Undertake a debt without payoff schedule and identification of revenue stream.
6. Fail to establish an unrestricted reserve equal to a typical three months' operating expenses.
7. Fail to inform the board of where the utility stands with any current rate case in progress.
8. Fail to be able to provide a concise summary of the financial condition of the utility at any time.
9. Fail to adjust spending related to revenue shortfalls in a budget deficit.

The Finance Section of the Utility strives hard to meet or exceed the expectations laid out above. The monthly financial update provided in the attached Budget to Actual comparison, as of January 31, 2024, reflecting these efforts is attached.

As of January 31, 2024:

- Water revenues are down \$345,000 compared to budget. Pumpage was down 2.3% during this time period.
- Operating Fund balance is \$10.9 million.
- Capital Fund expenditures, including encumbrances, amounted to \$12.5 million.
- Capital Fund balance is \$20.1 thousand.

MadCAP Data Summary (as of February 13, 2024)

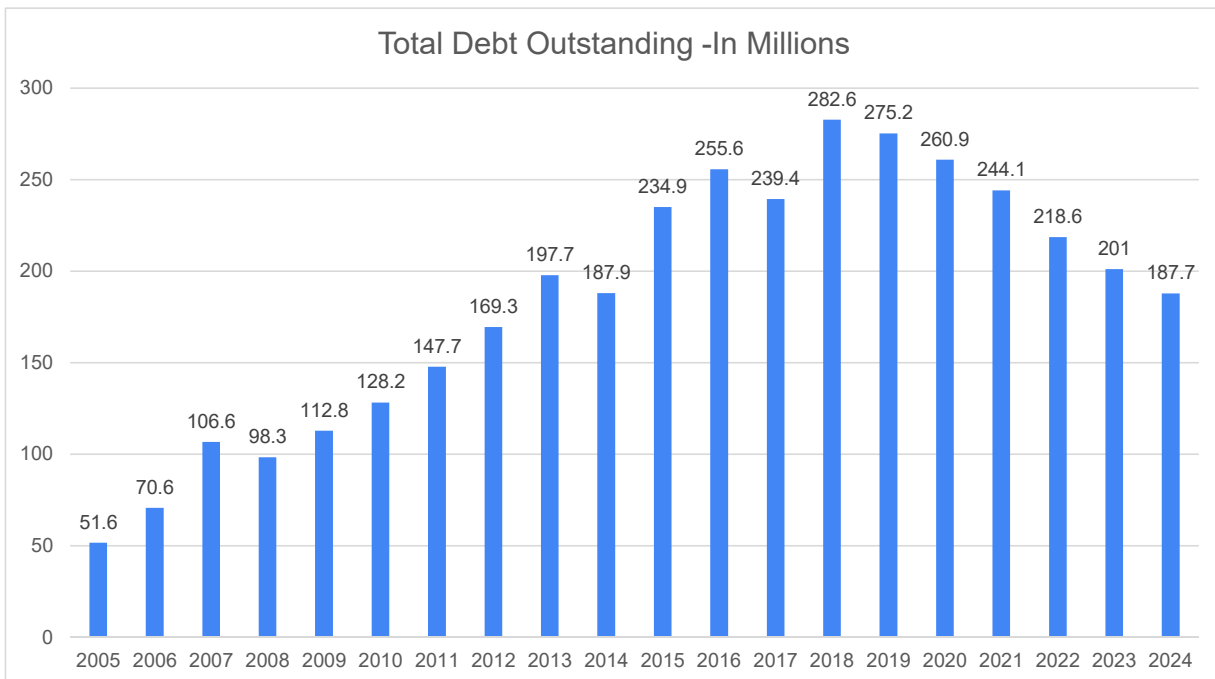
	AMI <30%	AMI >30% and <50%	Total
Total Applications Received	226	161	387
Total Applications Approved	169	121	290
<i>Homeowners</i>	103	89	192
<i>Renters</i>	66	32	98
Total Applications Not Approved	57	40	97
Households Newly Enrolled in Conservation Programs	58	51	109

ATTACHMENTS:

- A. Budget to Actual comparison as of January 31, 2024

Madison Water Utility					
Budget to Actual Comparison					
As of January 31, 2024					
	FY 2022 Actual	FY 2023 Actual **	FY 2024 Budget	Year to Date January 31, 2024	Projected 2024
Operating Fund					
Revenues:					
Sales of water (Operations)	\$ 46,706,428	\$ 51,991,090	\$ 51,512,500	\$ 3,680,880	\$ 51,512,500
Other Revenues	1,539,894	1,174,784	1,174,000	36,714	\$ 1,174,000
Interest Income	719,880	1,752,413	894,000	131,080	\$ 894,000
Total Revenues	48,966,202	54,918,288	53,580,500	3,848,674	53,580,500
Expenditures:					
Operating Expenses	17,657,979	17,454,208	21,743,529	779,755	21,743,529
Debt Service - Interest & Principal	24,071,874	18,709,260	18,889,317	1,568,498	20,781,978
Transfer Out to City (PILOT)	6,849,831	6,507,527	6,400,000	533,333	6,400,000
Total Expenditures	48,579,684	42,670,994	47,032,846	2,881,586	48,925,507
Net Operating Fund Inc(Decr)	386,518	12,247,294	6,547,654	967,088	4,654,993
Operating Fund Balance					
Opening Fund Balance	8,575,829	6,198,389	8,637,514	8,637,514	8,637,514
Net Operating Fund Inc(Decr)	386,518	12,247,294	6,547,654	967,088	4,654,993
Transfer Out to BAN* Repmt Fund	(5,000,000)	-	-	-	(1,960,000)
Transfer Out to Tank Recoat Reserve	-	(800,000)	-	-	(800,000)
Transfer In from BAN Repmt Fund	-	-	-	-	-
Transfer Out to Capital Fund	(1,543,211)	(6,904,213)	-	(1,214,399)	-
Transfer In from Bond Repmt Fund	2,680,625	-	-	-	-
Transfer In from Investment Acct	2,359,583	-	-	-	-
Accrual Adjustments	(1,260,954)	(2,103,956)	(1,562,000)	2,537,115	(1,562,000)
Ending Fund Balance	\$ 6,198,389	\$ 8,637,514	\$ 13,623,168	\$ 10,927,318	\$ 8,970,507
Construction Fund					
Revenues:					
Bond/Loan Proceeds	-	-	7,328,000	-	7,328,000
SDWL Proceeds (Well 15)	-	4,675,000	5,135,000	-	5,900,000
Sales of Water (Expense Depreciation)	-	4,166,667	5,000,000	416,667	5,000,000
Trans from Oper Fund / Reserves	1,543,211	6,904,213	-	1,214,399	-
Total Capital Revenues	1,543,211	15,745,880	17,463,000	1,631,066	18,228,000
Actual Expenditures & Encumbrances					
Pipeline	1,100,392	6,112,986	6,339,000	2,748,135	6,339,000
Facility ~	1,193,819	2,782,073	8,683,000	8,730,501	17,883,000
Fleet/Other	1,172,107	2,404,561	2,441,000	999,439	2,441,000
Total Capital Expend & Encumb	3,466,318	11,299,620	17,463,000	12,478,075	26,663,000
Net Construction Fund Inc(Decr)	(1,923,107)	4,446,259	-	(10,847,009)	(8,435,000)
Construction Fund Balance					
Opening Fund Balance	8,343,939	6,420,832	10,867,092	10,867,092	10,867,092
Net Capital Fund Inc(Decr)	(1,923,107)	4,446,259	-	(10,847,009)	(8,435,000)
Ending Fund Balance	\$ 6,420,832	\$ 10,867,092	\$ 10,867,092	\$ 20,082	\$ 2,432,092
BAN* Repayment Reserve Fund					
Opening Fund Balance	5,000,000	10,000,000	10,000,000	\$ 10,000,000	10,000,000
Transfer In from Operating Fund	5,000,000	-	-	-	1,960,000
2023 SDWL Proceeds	-	4,675,000	-	-	4,675,000
2024 SDWL Proceeds ***	-	-	-	-	3,365,000
Ending BAN Repayment Reserve Balance	\$ 10,000,000	\$ 14,675,000	\$ 10,000,000	\$ 10,000,000	\$ 20,000,000
<i>*Bond Anticipation Note for \$20 Million</i>					
<i>** 2023 Actuals subject to change until financials are issued</i>					
<i>*** Estimated 2024 SDWL of \$3.365M for pipelines</i>					
<i>~ \$4M from Reserves for Well 19 - budget authority in 2023</i>					

Madison Water Utility				
Cash Reserves & Long-Term Debt				
Cash Reserves	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual **	1/31/2024 *
Restricted:				
Bond Redemption Fund	\$ 14,917,677	\$ 13,164,827	\$ 13,191,166	\$ 1,101,500
Bond Reserve Account	17,295,374	13,970,411	14,669,157	14,669,157
BAN Repayment Fund	5,000,000	10,000,000	10,000,000	10,000,000
Tank Recoat Reserve			800,000	800,000
Depreciation Fund	750,000	750,000	750,000	750,000
PILOT Fund	-	-	-	-
Assessment Account	1,351,770	1,504,541	1,504,541	1,504,541
Construction Fund Account	8,343,939	6,420,832	4,837,068	4,933,773
Expense Depreciation			1,624,882	2,178,014
Unrestricted Cash Balance	8,575,829	6,198,389	13,901,138	15,633,308
Total Cash & Investments	\$ 56,234,588	\$ 52,009,000	\$ 61,277,951	\$ 51,570,293
No. of months expenditures covered by Operating Reserves	2.54	1.73	3.91	5.43
Debt Coverage Ratio	1.69	1.95		



** 2023 Actuals subject to change until financials are issued

* As of 2.14.24



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82201

File ID: 82201

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Capital Projects Monthly Report

Notes:

CC Agenda Date:

Agenda Number: 6.

Sponsors:

Effective Date:

Attachments: Item 6 - Memo - Capital Projects Monthly Report 2024-02-27.pdf, Item 6 - Attachment - Capital Projects Monthly Report 2024-02-27.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82201

Title
Capital Projects Monthly Report



MEMORANDUM

Date: February 27, 2024
To: Water Utility Board
From: Pete Holmgren, P.E. – Chief Engineer
Subject: Capital Projects Report

BACKGROUND

Board governance policy requires that the Utility shall not cause or allow conditions, procedures, or decisions that prevent the Madison Water Utility from meeting its obligation to serve current and future generations of customers within the City of Madison and its authorized service areas. Accordingly, the Utility shall not cause or allow conditions, procedures, or decisions that:

1. Fail to assure that required rates fund all expenditures for timely and prudent capital improvements to existing utility systems, and that those capital improvements are driven by reliability, operational or regulatory requirements, replacement of aging infrastructure, utility relocations for public works and road projects, extension of the life of existing systems, or customer input.
2. Fail to identify and plan for resource and infrastructure needs for the provision of water service to customers in a timely manner.
3. Fail to coordinate Madison Water Utility activities and policies with the City of Madison's Comprehensive Plan and other relevant guidelines for community development.
4. Fail to consider participation with other governmental or private entities on regional major water infrastructure or water supply planning projects.

The Engineering Section of the Utility strives to meet or exceed the expectations laid out above. The monthly Capital Budget to Actual Monthly Report reflecting these efforts is attached.

SUMMARY

The attached 2024 Capital Budget Monthly Report presents the total of both actual capital expenditures *and* encumbrances through December 2023; this total is ~\$11,300,000.

The 2023 actual expenditures in December total ~\$1,126,000 and consist of:

- ~\$117,000 in facility expenses
- ~\$110,000 in fleet/other expenses
- ~\$899,000 in pipeline expenses

The report also presents the total of both actual capital expenditures and encumbrances through January 2024; this total is ~\$12,478,000.

The 2024 actual expenditures in January total ~\$268,000 and consist of:

- ~\$218,000 in facility expenses
- ~\$42,000 in fleet/other expenses
- ~\$8,800 in pipeline expenses

For expense depreciation related to water main replacement projects:

- The total targeted spend amount in 2023 is ~\$4,167,000.
 - Final closeout numbers for projects are pending through December 2023, however we are projecting the spend amount to be ~\$4,432,000.
 - The spending target for 2023 has been met.
- The total targeted spend amount in 2024 is ~\$5,000,000.
 - The estimated amount spent through January 2024 is ~1,435,000.
 - The remaining amount for our spending target is ~\$3,565,000.

Please refer to the attached report for additional information, which also includes project updates for:

- Major Capital Project Unit Well 19
- Major Capital Project Unit Well 15

ATTACHMENTS:

1. Capital Projects Monthly Report – February 2024

WATER UTILITY BOARD

CAPITAL PROJECTS MONTHLY REPORT

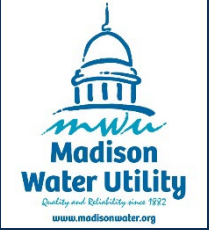


Pete Holmgren, P.E.
Chief Engineer

February 27, 2024



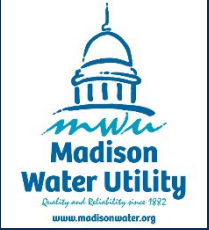
Capital Projects Monthly Report



■ PRESENTATION OVERVIEW:

1. Actual Expenditures and Encumbrances – 2023 and 2024
2. Water Main Replacement Expense Depreciation – 2023 and 2024
3. Major Capital Project Updates:
 - Unit Well 19 Fe, Mn, Radium Treatment Facility
 - Unit Well 15 PFAS Treatment Facility

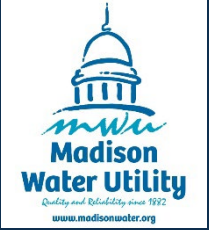
Capital Projects Monthly Report



2023 Actual Expenditures and Encumbrances (Through December):

- Total of Actual Expenditures and Encumbrances: ~\$11,300,000
- December 2023 Actual Expenditures (~\$1,126,000):
 1. Facilities: ~\$117,000
 2. Fleet/Other: ~\$110,000
 3. Pipelines: ~\$899,000

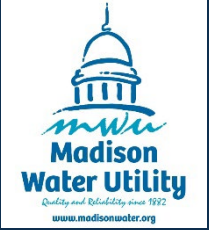
Capital Projects Monthly Report



2024 Actual Expenditures and Encumbrances (Through January):

- Total of Actual Expenditures and Encumbrances: \$12,478,000
- January 2024 Actual Expenditures (~\$268,000):
 1. Facilities: ~\$218,000
 2. Fleet/Other: ~\$42,000
 3. Pipelines: ~\$8,800

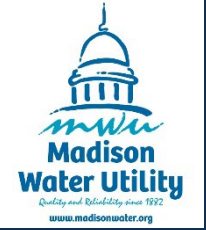
Capital Projects Monthly Report



2023 Water Main Expense Depreciation (Through December):

- 2023 targeted spend amount: ~\$4,167,000
 - Prorated \$5M from March 1 through December 31
- Current estimated amount spent: ~\$4,432,000
- Target has been met; final closeout numbers pending

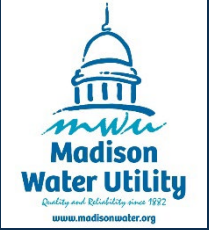
Capital Projects Monthly Report



2024 Water Main Expense Depreciation (Through January):

- 2024 targeted spend amount: \$5,000,000
 - First “full” calendar year of program!
- Current estimated amount spent: ~\$1,435,000
- Remaining estimated amount for spend target: ~\$3,565,000

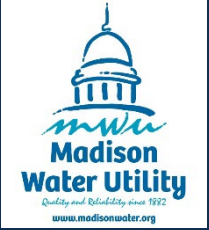
Capital Projects Monthly Report



Major Project Update: Well 19 Fe, Mn, Radium Treatment Facility

- Project Budget: \$9,088,000 (2024 Budget: \$8,116,000)
- Current Status: Preconstruction
 - Contract has been executed: Daniels Construction Co. - **\$7,540,425**
 - Preconstruction meeting 2/28/2024
 - Project notices, signage, building permit approvals in progress
- Upcoming:
 - Review of contractor's proposed schedule
 - Review of product submittals

Capital Projects Monthly Report



Major Project Update: Well 15 PFAS Treatment Facility

- Project Budget: \$5,943,000
- Current Status: Post-Bid
 - Recommendation to award contract: Daniels Construction Co. - **\$4,297,330**
 - Board of Public Works 2/21/2024
 - Common Council 3/5/2024
- Upcoming:
 - Final signature/execution of contract
 - Pre-construction and planning meeting with contractor



Questions / Comments?

Contact Information:

Pete Holmgren

pholmgren@madisonwater.org



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82202

File ID: 82202

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Operations Monthly Report

Notes:

CC Agenda Date:

Agenda Number: 7.

Sponsors:

Effective Date:

Attachments: Item 7 - Memo - Monthly Operations report February 2024.pdf, Item 7 - Attachment Monthly Operations Report February 2024.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82202

Title
Operations Monthly Report



MEMORANDUM

Date: February 27, 2023

To: Water Utility Board

From: Dan Rodefeld, Operations Manager
Krishna Kumar, General Manager

Subject: Monthly Operations Report

BACKGROUND

Board governance policy require that Madison residents will receive water which is consistent in its availability and quality. Accordingly, residents will:

- a. Experience minimal unplanned service interruptions
- b. Receive adequate notice of planned service interruptions
- c. Receive adequate notice of planned maintenance work that would significantly reduce water flow or pressure, and/or cause water discoloration

The Operations Section of the Utility strives hard to meet or exceed the expectations laid out above. The attached Monthly Operations Report for January 2024 reflecting these efforts is attached.



MONTHLY OPERATIONS
REPORT
2/27/2024

	24-Jan	2024 YTD Total
Hydrants		
Total in Service - 9,463		
No. Replaced	8	8
No. of Inspections	265	265
No. Repaired	6	6
Unidirectional Flushing Runs	0	0
Conventional Flushing Runs	0	0
No. Re-painted	0	0
(Temp Water Connections)	4	4
Valves		
Total System valves - 15,964		
Total Large Service valves - 4,215		
Total Hydrant valves - 6,946		
No. Replaced	4	4
No. of Inspections	1,473	1,473
No. Repaired	10	10
System Leaks		
Total Miles in Service - 921		
Number of Main Leaks Repaired	56	56
Number of Service Leaks Repaired	1	1
Operational Projects		
Cast-in-place pipe lining (feet)	0	0
Pavement repair (open work orders)	70	70
Pavement repair (closed work orders)	9	9
Terrace repair (open work orders)	64	64
Terrace repair (closed work orders)	0	0



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 82203

File ID: 82203

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 02/22/2024

File Name:

Final Action:

Title: Public Information Monthly Update

Notes:

CC Agenda Date:

Agenda Number: 8.

Sponsors:

Effective Date:

Attachments: Item 8 Memo - Public Information Report.pdf, Item 8 Attachment A - Utility Highlights.pdf

Enactment Number:

Author:

Hearing Date:

Entered by: shelmstetter@cityofmadison.com

Published Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 82203

Title
Public Information Monthly Update



MEMORANDUM

Date: February 27, 2024
To: Water Utility Board
From: Marcus Pearson, Public Information Officer
Krishna Kumar, General Manager
Subject: Public Information Report

BACKGROUND

Madison Water Utility's overarching mission is to supply high quality water for consumption and fire protection, at a reasonable cost, while conserving and protecting our ground water resources for present and future generations. Community trust and awareness is built through our constant commitment to the preservation and protection our aquifer and care for Madison's vital drinking water infrastructure. This is cultivated through a wide variety of efforts performed by Utility staff on a daily basis.

The above expectations are met through:

1. Operation, maintenance, and management of our system.
2. Community Outreach and engagement.
3. Customer service.

The Public Information Department of the Utility strives hard to exceed the expectations laid out above. The Monthly Public Information Report encompasses Utility highlights pertaining to events occurring on or after February 1, 2024. The attachment(s) below reflect these efforts.

ATTACHMENTS

- A. Water Utility Highlights as of February 1, 2024

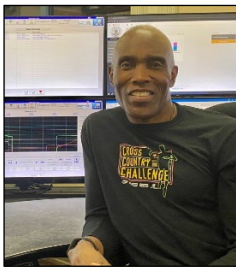


WATER UTILITY HIGHLIGHTS

February 2024

Celebrating Black History Month – Employee Spotlight

February is Black History Month, beginning a calendar year of themed months designed to honor and celebrate our diversity. This month we highlight the staff and their contributions to the Utility and the Greater Madison community. Read each of their stories at cityofmadison.com/water



Dino Lucas
Operator
33 years at MWU



Dominique Haskins
Customer Service Representative
1 year at MWU



Kelvin Jackson
Maintenance Troubleshooter
36 years at MWU

Hydrant Hysteria & Tappers Competition

During the week of February 4th, four MWU teams competed in the 2024 Midwest Water & Wastewater Operator Expo's Hydrant Hysteria & Tappers competition in the Wisconsin Dells!

Find out more about the competition and check out a video reel of highlights on [MWU's Facebook page](#).

Madison Customer Assistance Program (MadCAP)

MadCAP assists income-eligible households by providing up to a \$30 monthly credit (discount) on their Municipal Services Bill. Find out more about the Madison Customer Assistance Program (MadCAP) at cityofmadison.com/water.

Enrollment statistics as of December 31, 2023: 349 applications received, 261 enrolled: 167 homeowners, 94 renters

Toilet Rebate Program

MWU offers bill credits of up to \$100 for customers who replace their toilets with EPA WaterSense-rated High Efficiency Toilet (HET) models. The program is a key part of MWU's sustainability initiative to protect our aquifer. Low-to-moderate income homeowners may be eligible for toilet installation assistance through our Home Water Conservation Program – find out more about the Toilet Rebate Program at cityofmadison.com/water.

2023 statistics: 794 rebates, \$79,316.87 rebate dollar amount, 3,565,280 estimated gallons of water saved in 2023 (!)



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Master

File Number: 80952

File ID: 80952

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Meeting Evaluation and Discussion

Notes:

CC Agenda Date: 11/28/2023

Agenda Number: 9.

Sponsors:

Effective Date:

Attachments: Board Self Eval Form.pdf

Enactment Number:

Author:

Hearing Date:

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Published Date:

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Text of Legislative File 80952

Title
Meeting Evaluation and Discussion

Water Utility Board Self-Evaluation Form

(Relates to Board Policy BP-2A and GUIDE 5)

All members actively participate in discussions, and all members have opportunities to voice opinions/positions on agenda topics.

Not Met 1 2 3 4 5 Fully Met

Members come prepared to engage in discussion by reviewing materials provided prior to the meeting.

Not Met 1 2 3 4 5 Fully Met

Members engage in active listening and avoid interrupting other speakers.

Not Met 1 2 3 4 5 Fully Met

Members offer honest opinions and respect the viewpoints expressed by other members.

Not Met 1 2 3 4 5 Fully Met

Members honor WUB procedures and policies as outlined in the WUB Policy book.

Not Met 1 2 3 4 5 Fully Met

Members represent the collective interest of current and future Madison residents.

Not Met 1 2 3 4 5 Fully Met

Members make decisions based on equity principles considering the decision's impact on all residents. The decision-making process considers: Who benefits? Who is burdened? Who does not have a voice at the table? How can policymakers mitigate unintended consequences?

Not Met 1 2 3 4 5 Fully Met

Developed by Pat Delmore, January 2019. Updated July 2020.