



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, November 28, 2023

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 inmediatamente al número de teléfono que figura a continuación.

Yog tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntaub ntawv ua lwm yam los sis lwm cov kev pab kom siv tau qhov kev pab, kev ua num los sis kev pab cuam no, thov hu rau tus xov tooj hauv qab no tam sim no.

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

CALL TO ORDER / ROLL CALL

APPROVAL OF MINUTES

Approval of the Tuesday, October 24, 2023 minutes:
<http://madison.legistar.com/Calendar.aspx>

PUBLIC COMMENT

1. [16738](#) General Public Comment

Speakers are limited to three minutes each. Registration is required; instructions are on the first page of this agenda. 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. [80941](#) Awarding Well 15 PFAS Treatment Facility Construction Administration Contract

Attachments: [Item 2 - Memo - Well 15 PFAS Treatment Facility.pdf](#)
[Item 2 - Attachment 1 - Scope of Services.pdf](#)
[Item 2 - Attachment 2 - Resolution #80850 - Professional Services Agreement](#)
[Item 2 - Attachment 3 - Professional Services Agreement.pdf](#)

3. [80943](#) Board Meeting Dates - Annual Calendar

Attachments: [Item 3 - Memo - 2024 Water Utility Board Meeting Dates.pdf](#)

4. [80944](#) Board Member Statement of Interest Filing Reminder

Attachments: [Item 4 - Memo - Statement of Interest Filing Reminder.pdf](#)

MONTHLY REPORTS

5. [80945](#) Water Production Monthly Report

Attachments: [Item 5 Memo - Water Production Report November 2023.pdf](#)
[Item 5 Attachment A - Daily and Cumulative Water Production November 2023.](#)
[Item 5 Attachment B - Unit Well Capacity Utilization November 2023.pdf](#)

6. [80946](#) Financial Conditions Monthly Report

Attachments: [Item 6 - Memo - Financial Conditions Report November 2023.pdf](#)
[Item 6 - Attachment - Financial Conditions Report as of 10-31-23.pdf](#)

7. [80947](#) Capital Projects Monthly Report

Attachments: [Item 7 - Memo - Capital Projects Monthly Report 2023-11-28.pdf](#)
[Item 7 - Attachment - Capital Projects Monthly Report 2023-11-28.pdf](#)

8. [80948](#) Operations Monthly Report

Attachments: [Item 8 - Memo - Monthly Operations report November-2023.pdf](#)
[Item 8 - Attachment - Monthly Operations Report November 2023.pdf](#)

DISCUSSION ITEMS

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: 16738

File ID: 16738

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 11/24/2009

File Name: Written Public Comments

Final Action:

Title: General Public Comment

Speakers are limited to three minutes each. Registration is required; instructions are on the first page of this agenda. You must be registered before the board takes up your item.

Notes:

Sponsors:

Effective Date:

Attachments:

Enactment Number:

Author:

Hearing Date:

Entered by: arobb@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 16738

Title

General Public Comment

Speakers are limited to three minutes each. Registration is required; instructions are on the first page of this agenda. You must be registered before the board takes up your item.



City of Madison

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

Master

File Number: 80941

File ID: 80941

File Type: Discussion Item

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Awarding Well 15 PFAS Treatment Facility Construction Administration Contract

Notes:

Sponsors:

Effective Date:

Attachments: Item 2 - Memo - Well 15 PFAS Treatment Facility.pdf, Item 2 - Attachment 1 - Scope of Services.pdf, Item 2 - Attachment 2 - Resolution #80850 - Professional Services Agreement for Construction Administration.pdf, Item 2 - Attachment 3 - Professional Services Agreement.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 80941

Title

Awarding Well 15 PFAS Treatment Facility Construction Administration Contract



MEMORANDUM

Date: November 21, 2023

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

From: Krishna Kumar, General Manager
Joe Grande, Water Quality Manager

Subject: Resolution recommending execution of a Professional Services Agreement for construction administration and inspection services for Unit Well #15 PFAS Treatment Facility

RECOMMENDATION

Staff recommends executing a Professional Services Agreement with AECOM Technical Services, Inc. (AECOM) for construction administration and inspection services during construction of Unit Well #15 PFAS Treatment Facility at 3900 E Washington Avenue.

BACKGROUND

Madison Water Utility (Utility) Unit Well #15 historically has been an important drinking water supply source, delivering up to one billion gallons annually to northeast Madison including the E Washington Avenue corridor. However, due to elevated levels of Per- and Polyfluoroalkyl Substances (PFAS), the Utility shut down the well in 2019.

In April 2021, the Utility completed a Feasibility Study for PFAS Treatment that concluded granular activated carbon or ion exchange would effectively eliminate PFAS from the treated water. In June 2022, the Utility contracted with AECOM Technical Services, Inc. for professional engineering design services for a PFAS treatment facility. The final design of a treatment facility is near completion. The next step is to execute a Professional Services Agreement for construction administration services – see attached Scope of Services.

Following a competitive process, one proposal was received from AECOM, the design firm for the project. AECOM is a qualified firm with a thorough understanding of the project and familiarity with the technical details and associated specifications. Continuity of effort of the design consultant will streamline reviews and retain knowledge resources for ongoing project support. Finally, the cost and proposed hours submitted, similar to comparable recent projects in both size and scope, demonstrate AECOM's clear understanding of the project and its associated challenges. Based on these factors, Utility staff recommends executing a City's standard Professional Services Agreement with AECOM for construction administration and inspection services for a not to exceed amount of \$248,800.

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 in low interest loan (2.1%) from the Safe Drinking Water Loan Program for completing construction of the treatment facility.

The legislative path for this item is shown below.

11/21/23 – Common Council (introduction)
11/27/23 – Finance Committee
11/28/23 – Water Utility Board
12/05/23 – Common Council (final action)

ATTACHMENTS

1. Unit Well #15 PFAS Facility Construction Administration – Scope of Services
2. Resolution #80850 – Professional Services Agreement for Construction Administration
3. Professional Services Agreement

Attachment 1

Unit Well #15 PFAS Facility Construction Administration – Scope of Services

A. General Responsibilities:

AECOM's project team shall provide all necessary personnel and resources to assist the Water Utility in administering construction of the Unit Well #15 project. AECOM will be responsible for providing effective oversight of construction operations, construction engineering services, and related administrative services required to successfully complete construction and startup commissioning of the facility as a representative of the Madison Water Utility (MWU) project team. Therefore,

AECOM will conduct regularly scheduled meetings to maintain communication between MWU and AECOM and keep the team operating smoothly. AECOM anticipates both the project manager and contractor administrator will attend the biweekly meetings. The biweekly meeting should occur the opposite week of the biweekly project progress meeting held by the contractor.

AECOM will maintain open communications with MWU and the SDWL engineer regarding contract changes that may impact cost. AECOM will review requested change orders for generalized cost expectations based on other projects compared to the cost request.

AECOM may provide recommendations for construction access, staging, and sequencing. However, the contractor is solely responsible for all construction means, methods, techniques, sequences, procedures, and safety precautions or programs, and for supervising, coordinating, and performing all the work.

AECOM will not provide guarantees, survey services, testing services, utility location services, public information services, record drawing creation or other services not listed in the proposal response. Although these functions remain the responsibility of MWU or its contractor, AECOM will assist MWU to ensure conformance with project objectives, design and specifications, and compliance with construction quality and completeness.

AECOM will not assume any responsibility for the contractor's performance. Instead, AECOM will communicate any concerns to MWU regarding compliance with the design and specifications, construction quality, or construction completeness.

B. Scope of Work:

1. Project administration and documentation to include but not necessarily be limited to:

a. Bid support

AECOM will track the bidders list and contact contractors directly to notify them on the bid package release to provide the best opportunity for MWU to receive multiple suitable bids.

AECOM is anticipating the following support for the bidding process:

- i. Update the bid form to include major equipment items for IX and GAC tank selection.
- ii. Update the bidding document to provide clear direction on the movement of the air stripping equipment to an alternative MWU location.

- iii. Work with MWU to confirm that requirements for the Safe Drinking Water Loan program are incorporated into the bidding document and advertisement including disadvantage business inclusion, Buy American Build American Act compliance, Davis Bacon Wage Rates, and contractor ownership forms.
- iv. Coordinate and attend a pre-bid meeting at the project site.
- v. Respond to bidder questions.
- vi. Issue addenda as appropriate including the pre-bid meeting minutes and any modifications to the contract that are required.
- vii. Review bids received.
- viii. Provide a bid recommendation letter with details on the proposed GAC and IX tank selection.
- ix. Send the selected GAC and IX tank information to DNR as per the DNR request.

b. Shop drawings

Shop drawing reviews will include architectural, structural, process, HVAC, plumbing, electrical, instrumentation and controls, and civil and will be performed by the AECOM designers who completed the design documents.

AECOM's contract administrator will manage shop drawing submittals to maintain schedule and communication.

AECOM will provide shop drawings for MWU review and include that review in the processing time plan.

If the contractor submittals routinely require more than 2 rounds of review, it is typical to pass along the added expense for reviews to the contractor. AECOM and MWU will work together within the contract to protect both parties from excessive review iterations.

c. Schedule compliance

AECOM will manage schedule submittals from the contractor and provide feedback on meeting the schedule requirements. Contractor is required to provide regular updates.

AECOM will provide timely shop drawing reviews and RFI responses to allow the contractor to maintain their schedule.

AECOM will work with the contractor when unexpected product delays occur to evaluate alternatives or work schedule modifications.

d. Contract compliance

AECOM's construction administrator will track contractual documents such as Notice to Proceed, training forms, and bonds. Inspectors will track work. If work is found to not meet the contract, the Contractor and MWU will be notified and payment not approved until such time as the work matches the contract.

e. Regular construction meetings

AECOM will coordinate and attend the pre-construction meeting at the project site. AECOM staff in attendance will include the PM, construction administrator, and lead inspector.

The contractor will remain responsible for regular process meeting coordination. AECOM anticipates 30 routine virtual meetings every other week with the contractor. AECOM will have at least two staff at each meeting, typically the project manager and construction administrator. When the contractor begins site work, AECOM's inspection engineer will also attend the progress meetings virtually or in person.

AECOM will meet with MWU on opposite weeks as noted above.

f. Request for information

AECOM has used multiple communication methods to track and reply to RFIs. AECOM will keep MWU in the team discussion on all RFIs and RFI responses.

AECOM's projected hours is based on 5 formal RFIs, which is similar to other contracts. Typically, RFIs above that amount are requests for material changes that do not yield benefit to MWU. If the RFIs exceed the quantity listed for contractor benefit, AECOM will work with MWU and the contractor to reallocate RFI review costs.

g. Request for change

Change requests will be tracked as field orders. When the costs do not require changes to the contract price or schedule, the order will be logged and the drawings or specifications marked to indicate the change.

h. Change Orders

AECOM will issue change orders based on documentation received from the contractor and provide the change order to MWU for review and processing. Cost modifications will be reviewed by AECOM discipline designers to confirm price is reasonable for work required.

i. Monthly pay requests

AECOM will review the initial cost breakdown submittal and provide response to confirm adequate cost breakdown is provided to facilitate pay request reviews.

AECOM will review monthly pay requests which will include confirmation on lien waivers, BABA documentation, and wage rate payment documentation.

Contractor is required to provide progress photos and the site inspector will also provide progress information to allow contract administrator to make a preliminary determination on the pay requested.

MWU will be provided the pay request with AECOM recommendation for review and processing.

j. Operation and maintenance manuals

AECOM will review and process O&M manuals and warranty information similar to shop drawings to maintain coordination between AECOM, MWU, and the contractor. A separate overall O&M manual will not be created by AECOM as part of this scope but can be added during negotiations at MWU's request

k. Test results

Test results will be reviewed by AECOM designers and documents retained. Testing is anticipated for concrete, pavement, and water quality. AECOM is not providing testing within this scope.

l. Final inspection and punch list

AECOM will prepare a punch list for contractor's use in completing the project. The contractor will also develop and use its own punch list.

A final inspection will be completed with MWU, contractor, and AECOM. AECOM is assuming 3 staff at the final inspection. AECOM will track the punch list closeout and issue substantial complete and final completion documentation.

m. Contract Closeout

Contract closeout includes both the construction and funding contract closeout needs.

Construction closeout will include a final cost review, lien waivers documented, and a project summary for MWU use.

Safe Drinking Water Loan requirements will include final cost, project completeness determination, BABA forms, weekly wage rate documentation, and meetings with the SDWL engineer.

Management and forwarding these forms is included in AECOM's proposal.

n. Training

AECOM will manage training forms and documentation for all training required within the contract. AECOM will be present for the GAC and IX equipment training to witness the training and provide additional insight and depth to the MWU team.

o. Startup and commissioning

AECOM will invite DNR and SDWL engineer to be part of the startup and inspection process.

AECOM will attend startup and commissioning and confirm documentation is maintained of field settings and startup findings.

Startup is assumed to be two periods of two days each (total 4 days).

p. Other tasks normal to facility construction administration

2. Construction inspection services are to include but not necessarily be limited to:

Any on-site services (including, but not limited to, site inspections or observations) shall be for the sole and limited purpose of checking for general conformance with the design intent of the final plans and specifications. AECOM shall not, through any on-site services or submittal reviews, become a guarantor of contractor's performance.

At the pre-construction conference, the existing facility condition will be documented by video.

AECOM will provide a structural engineer for inspection of key wall formation and pre-cast ceiling panel forms and installation. The structural engineer will be familiar with the design of the project and also be reviewer of the structural testing submittals such as concrete. AECOM anticipated 4 inspection visits for the reservoir and 2 inspection visits for the pre-cast ceiling panels.

The HVAC designer will provide 2 inspection visits and document HVAC and plumbing improvements in detail. These visits will also document general construction.

The AECOM process engineer will complete 2 inspections separate from other meetings to review the GAC and IX tanks interior prior to acceptance and to review media loading.

The AECOM resident inspector will complete inspections such that at least one AECOM inspection occurs per week of active construction (assuming 14 visits). Coordination between AECOM and the contractor to avoid burying work prior to inspection will be made such that AECOM inspector will be able to review and photograph all work prior to cover.

Each time the inspector/engineer is on site, AECOM will provide site report that includes photos, list of crew and equipment on site, and a verbal summary of recent work.

AECOM will provide the resident inspector and/or project manager to witness and document startup and testing as appropriate.

AECOM's structural designer will be one of the site inspectors during key construction periods due to the nature of the reservoir replacement and ceiling replacement.

AECOM's process designer and PFAS specialists will be a part of the startup process and shop drawing review process to address potential startup concerns and review the GAC and IX vessels and media.



Legislation Details (With Text)

File #:	80850	Version:	1	Name:	Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with AECOM Technical Services, Inc. for professional construction administration and inspection services during the construction of the Unit Well #15 PFAS Treatment Facility
Type:	Resolution	Status:			Council New Business
File created:	11/15/2023	In control:			COMMON COUNCIL
On agenda:	11/21/2023	Final action:			
Enactment date:		Enactment #:			
Title:	Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with AECOM Technical Services, Inc. for professional construction administration and inspection services during the construction of the Unit Well #15 PFAS Treatment Facility at 3900 E Washington Avenue (District 12).				
Sponsors:	Charles Myadze, Amani Latimer Burris, Derek Field				
Indexes:					
Code sections:					
Attachments:	1. Attachment 1 - Staff Memo Well 15 PFAS Treatment Facility Resolution #80850.pdf, 2. Attachment 2 - Resolution #80850 - Professional Services Agreement for Construction Administration.pdf, 3. Attachment 3 - Unit Well #15 PFAS Facility Construction Administration - Resolution #80850 Scope of Services.pdf				

Date	Ver.	Action By	Action	Result
11/15/2023	1	WATER UTILITY BOARD	Referred for Introduction	

Fiscal Note

The proposed Professional Services Agreement with AECOM Technical Services, Inc. for professional construction administration and inspection services for installation of Unit Well 15 PFAS Treatment Facility will not exceed \$248,800.00. Funds for this project are included in the 2023 Water Utility Capital Budget. MUNIS: 14092-86-140-140086-54645-00000

Title

Authorizing the Mayor and the City Clerk to execute a Professional Services Agreement with AECOM Technical Services, Inc. for professional construction administration and inspection services during the construction of the Unit Well #15 PFAS Treatment Facility at 3900 E Washington Avenue (District 12).

.Body

WEREAS: Madison Water Utility (Utility) Unit Well #15 historically has been an important water supply source, delivering up to one billion gallons annually to northeast Madison including the East Washington Avenue corridor, however, due to elevated levels of Per- and Polyfluoroalkyl Substances (PFAS), the Utility shut down the well in March 2019; and

WEREAS: The Utility completed, in April 2021, a Feasibility Study for PFAS Treatment that concluded granular activated carbon or ion exchange would effectively eliminate PFAS from the treated water and, in June 2022, contracted with AECOM Technical Services, Inc, (AECOM) for professional engineering design services for a PFAS treatment facility, whose final design is near completion, and the next step is to execute a Professional Services Agreement for construction administration services; and

WHEREAS: The Utility completed a competitive process for construction-related services for which AECOM, a qualified design firm, demonstrated, through their proposal and cost estimate, a clear and thorough understanding of the project, required level of effort, associated challenges, and familiarity with the technical details and associated specifications; and where the continuity of effort with the design consultant will help streamline reviews and retain knowledge resources for ongoing project support; and

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Clerk are authorized to execute a Professional Services Agreement not to exceed \$248,800.00 with AECOM Technical Services, Inc. for professional construction administration and inspection services during construction of Unit Well #15 PFAS Treatment Facility at 3900 E Washington Avenue.

BE IT FURTHER RESOLVED, that amendments that do not exceed the Madison Water Utility's approved capital budget or the scope of the Construction Administration Services of the Unit Well #15 project as authorized by the Common Council may be executed by the Water Utility General Manager and City Finance Director and/or designee, and executed by AECOM Technical Services, Inc.

Attachment 3

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 AECOM Technical Services, 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):

Attachment 1: Unit Well #15 PFAS Treatment Facility Construction Administration - Scope of Services

Attachment 2: Form D - Cost Proposal

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 from the date of contract execution through December 31, 2025.

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 Angel Gebeau, PE 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 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:

Krishna Kumar, Water Utility General Manager

(Department or Division Head)

119 E Olin Avenue

Madison, WI 53713

FOR THE CONTRACTOR:

Ross Hillsman

AECOM Technical Services, Inc.

500 SW 7th Street

Des Moines, IA 50315

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 \$ 248,800.

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:

(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: 80943

File ID: 80943

File Type: Discussion Item

Status: In Committee

Version: 1

Reference:

Controlling Body: WATER UTILITY BOARD

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Board Meeting Dates - Annual Calendar

Notes:

Sponsors:

Effective Date:

Attachments: Item 3 - Memo - 2024 Water Utility Board Meeting Dates.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 80943

Title
Board Meeting Dates - Annual Calendar



MEMORANDUM

Date: November 28, 2023
 To: Water Utility Board
 From: Krishna Kumar, General Manager
 Subject: 2024 Water Utility Board Meetings Schedule

RECOMMENDATION

Approve the 2024 Water Utility Board Meetings schedule.

SUMMARY:

The Water Utility Board (Board) meets monthly January-November on the fourth Tuesday of the month, unless dates conflict with 1) a prohibited meeting date, including Common Council and budget meetings, and 2) City-recognized holidays. After taking these parameters into consideration, staff has prepared the 2024 Board meeting schedule for approval.

2024 Water Utility Board Meeting Schedule			
	4 th Tuesday	Alternate Date	Reason for Alternate Date
January	23	24	Council meeting on 01/23
February	27		
March	26		
April	23	25	Council meeting on 04/23 and Passover on 04/24
May	28		
June	25		
July	23		
August	27		
September	24	25	Council meeting on 09/24
October	22		
November	26	27	Council meeting on 11/26
December	No meeting		

ATTACHMENTS:

None



City of Madison

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

Master

File Number: 80944

File ID: 80944

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Board Member Statement of Interest Filing Reminder

Notes:

Sponsors:

Effective Date:

Attachments: Item 4 - Memo - Statement of Interest Filing
Reminder.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 80944

Title

Board Member Statement of Interest Filing Reminder



MEMORANDUM

Date: November 28, 2023

To: Water Utility Board

From: Krishna Kumar, General Manager

Subject: Annual Board Member Statement of Interest Filing -
Reminder

SUMMARY

This is a legally required reminder that, as per Madison General Ordinance (MGO) 3.35(9)(i)2, each board member is required to file a Statement of Interest (SOI) every year. The filing deadline is **January 2, 2024**. Staff is requesting all board members to complete and file the Statement of Interest on time.

After the filing deadline, the City Clerk's Office will notify BCC members who have not filed the SOI, and those that have not filed will not be able to participate in or vote on any matter before the body. Continued failure to file the SOI will result in the Common Council removing the member from the body.

Statements of Interest must be submitted electronically at the following link:
www.cityofmadison.com/statementofinterests

FISCAL IMPACTS

None

ATTACHMENTS

None



City of Madison

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

Master

File Number: 80945

File ID: 80945

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Water Production Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 5 Memo - Water Production Report November 2023.pdf, Item 5 Attachment A - Daily and Cumulative Water Production November 2023.pdf, Item 5 Attachment B - Unit Well Capacity Utilization November 2023.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 80945

Title

Water Production Monthly Report



MEMORANDUM

Date: November 28, 2023

To: Water Utility Board

From: Joseph DeMorett, Water Supply 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 the 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 October 31, 2023 reflecting these efforts are attached.

ATTACHMENTS

- A. Monthly Water Production as of October 31, 2023
- B. Unit Well Cumulative Capacity Utilization as of October 31, 2023

**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	October 2023		2021 Actual	2022 Actual	31-Oct	
				Average Daily Production	Regional Surplus / (Deficiency)			2022	2023
A	6	14.8	8.9	6.3	2.6	2.4	2.5	2.1	2.1
B	2	5.4	2.4	1.6	0.8	0.7	0.6	0.5	0.5
C	10	28.8	22.3	12.6	9.7	4.5	4.5	3.8	4.0
D	3	9.1	5.9	3.7	2.2	1.3	1.5	1.2	1.3
System Total	21	58.1	39.5	24.2	15.3	8.9	9.1	7.6	7.9

Attachment B

Madison Water Utility
 Unit Well Cumulative Capacity Utilization
 10/31/2023

Region	Unit Well	YTD Production (MG)	YTD Utilization (%)	Remaining Drawdown to Pump (ft)
A	7	463	48.1%	93
	8	0	0.0%	na
	11	503	55.0%	28
	13	409	35.6%	127
	25	239	27.3%	43
	29	464	48.1%	166
	All	2,077	42.7%	
B	9	296	41.2%	41
	31	245	25.5%	135
	All	541	32.2%	
C	6	647	56.9%	72
	12	509	51.2%	48
	14	215	20.0%	64
	17	338	33.7%	52
	18	490	56.0%	121
	19	389	37.8%	28
	20	374	41.6%	na
	24	250	27.9%	na
	27	289	37.1%	37
	30	446	42.4%	77
	All	3,946	40.5%	
D	16	515	51.1%	99
	26	413	41.9%	69
	28	406	41.3%	36
	All	1,334	44.8%	
Entire System		7,898	41.0%	



City of Madison

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

Master

File Number: 80946

File ID: 80946

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Financial Conditions Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 6 - Memo - Financial Conditions Report
November 2023.pdf, Item 6 - Attachment - Financial
Conditions Report as of 10-31-23.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 80946

Title

Financial Conditions Monthly Report

MEMORANDUM

Date: November 28, 2023

To: Water Utility Board

From: January Vang, Finance and Administrative 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 October 31, 2023, reflecting these efforts is attached.

As of October 31, 2023:

- Water revenues are down \$67,000 compared to budget. Pumpage was up 3.8% during this time period.
- Operating Fund balance is \$12.3 million.
- Capital Fund expenditures, including encumbrances, amounted to \$10.2 million.
- Capital Fund balance is \$2.6 million.

MadCAP Data Summary (as of November 15, 2023)

	AMI <30%	AMI >30% and <50%	Total
Total Applications Received	188	118	306
Total Applications Approved	138	90	228
<i>Homeowners</i>	80	59	139
<i>Renters</i>	58	31	89
Total Applications Not Approved	50	28	78
Households Newly Enrolled in Conservation Programs	34	35	78

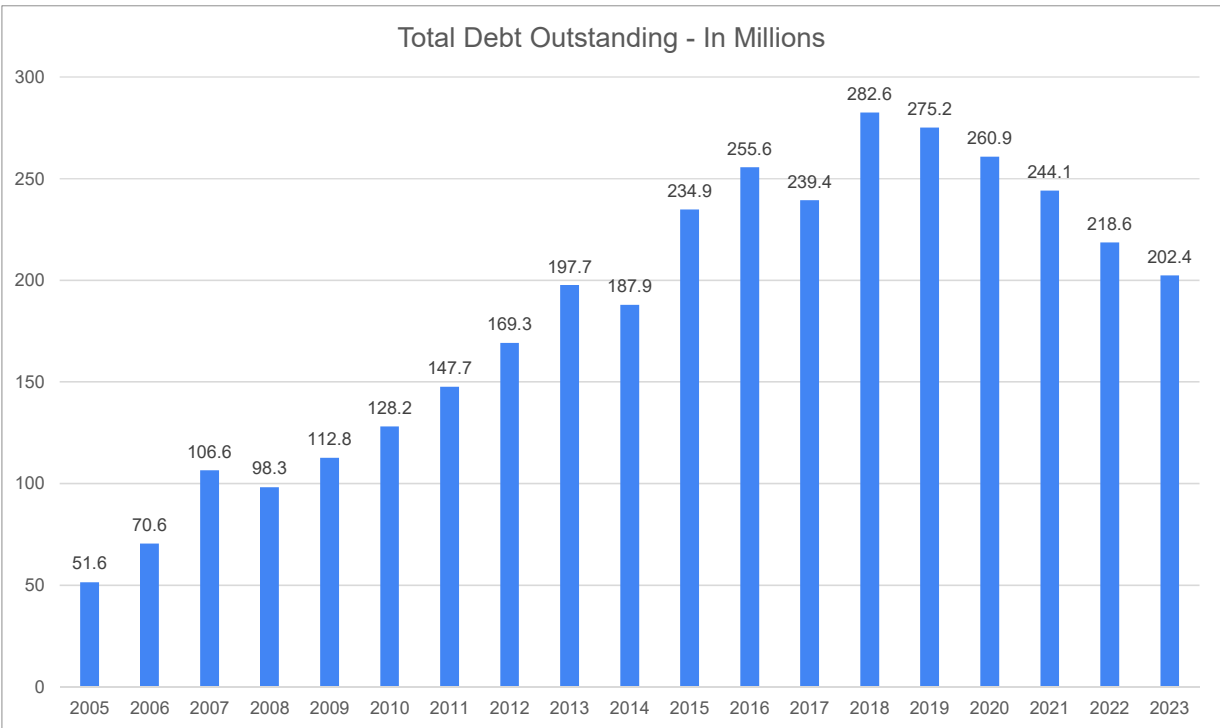
ATTACHMENTS:

- A. Budget to Actual comparison as of October 31, 2023

Madison Water Utility					
Budget to Actual Comparison					
As of October 31, 2023					
	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	Year to Date October 31, 2023***	Projected 2023**
Operating Fund					
Revenues:					
Sales of water (Operations)	\$ 47,149,392	\$ 46,706,428	\$ 48,201,000	\$ 43,663,385	\$ 50,683,333
Other Revenues	1,151,838	1,539,894	1,068,500	704,308	2,090,000
Interest Income	191,925	719,880	180,000	1,300,544	1,400,000
Total Revenues	48,493,155	48,966,202	49,449,500	45,668,237	54,173,333
Expenditures:					
Operating Expenses	15,927,454	17,657,979	22,097,092	12,693,846	18,500,000
Debt Service - Interest & Principal	16,921,419	24,071,874	18,709,260	15,591,050	18,709,260
Transfer Out to City (PILOT)	7,625,394	6,849,831	7,900,000	5,750,000	6,900,000
Total Expenditures	40,474,267	48,579,684	48,706,352	34,034,896	44,109,260
Net Operating Fund Inc(Decr)	8,018,888	386,518	743,148	11,633,341	10,064,073
Operating Fund Balance					
Opening Fund Balance	8,829,738	8,575,829	6,198,389	6,198,389	6,198,389
Net Operating Fund Inc(Decr)	8,018,888	386,518	743,148	11,633,341	10,064,073
Transfer Out to BAN* Repmt Fund	(5,000,000)	(5,000,000)	-	-	(3,325,000)
Transfer Out to Capital Fund	(1,677,802)	(1,543,211)	(4,188,000)	(3,060,301)	(9,200,000)
Transfer In from Bond Repmt Fund	-	2,680,625	-	-	-
Transfer In from Investment Acct	-	2,359,583	-	-	-
Accrual Adjustments	(1,594,995)	(1,260,954)	(1,381,000)	(2,449,375)	(1,381,000)
Ending Fund Balance	\$ 8,575,829	\$ 6,198,389	\$ 1,372,537	\$ 12,322,054	\$ 2,356,462
Construction Fund					
Revenues:					
Bond/Loan Proceeds	-	-	-	-	-
SDWL Proceeds	-	-	5,826,899	-	-
Sales of Water (Expense Depreciation)	-	-	4,166,667	3,333,336	4,166,667
Trans from Oper Fund / Reserves	1,677,802	1,543,211	4,188,000	3,060,301	9,200,000
Total Capital Revenues	1,677,802	1,543,211	14,181,566	6,393,637	13,366,667
Actual Expenditures & Encumbrances					
Pipeline	3,949,969	1,100,392	5,675,000	5,825,292	5,825,292
Facility	755,130	1,193,819	12,401,000	2,232,984	11,401,000
Fleet/Other	989,630	1,172,107	2,175,000	2,173,200	2,175,000
Total Capital Expend & Encumb	5,694,729	3,466,318	20,251,000	10,231,476	19,401,292
Net Construction Fund Inc(Decr)	(4,016,927)	(1,923,107)	(6,069,434)	(3,837,839)	(6,034,625)
Construction Fund Balance					
Opening Fund Balance	12,360,866	8,343,939	6,420,832	6,420,832	6,420,832
Net Capital Fund Inc(Decr)	(4,016,927)	(1,923,107)	(6,069,434)	(3,837,839)	(6,034,625)
Ending Fund Balance	\$ 8,343,939	\$ 6,420,832	\$ 351,398	\$ 2,582,993	\$ 386,207
BAN* Repayment Reserve Fund					
Opening Fund Balance	-	5,000,000	10,000,000	\$ 10,000,000	10,000,000
Transfer In from Operating Fund	5,000,000	5,000,000	-	-	3,325,000
SDWL Proceeds	-	-	-	4,675,000	4,675,000
Pmt of BANs	-	-	-	-	-
Ending Fund Balance	\$ 5,000,000	\$ 10,000,000	\$ 10,000,000	\$ 14,675,000	\$ 18,000,000
<i>*Bond Anticipation Note for \$20 Million</i>					
<i>**Projected as of 10/2023</i>					
<i>*** Data pulled on 11/13/2023</i>					

**Madison Water Utility
Cash Reserves & Long-Term Debt**

Cash Reserves	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	10/31/2023***
Restricted:				
Bond Redemption Fund	\$ 13,089,287	\$ 14,917,677	\$ 13,164,827	\$ 11,000,000
Bond Reserve Account	17,424,922	17,295,374	13,970,411	14,308,066
BAN Repayment Fund	-	5,000,000	10,000,000	10,000,000
Depreciation Fund	750,000	750,000	750,000	750,000
PILOT Fund	-	-	-	7,146,000
Assessment Account	1,053,038	1,351,770	1,504,541	1,504,541
Construction Fund Account	12,360,866	8,343,939	6,420,832	5,149,802
Expense Depreciation				1,150,571
Unrestricted Cash Balance	8,829,738	8,575,829	6,198,389	13,416,717
Total Cash & Investments	\$ 53,507,851	\$ 56,234,588	\$ 52,009,000	\$ 64,425,697
No. of months expenditures covered by Operating Reserves	2.70	2.54	1.73	3.94
Debt Coverage Ratio	1.50	1.69	1.95	



*** Data pulled on 11/13/2023



City of Madison

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

Master

File Number: 80947

File ID: 80947

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Capital Projects Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 7 - Memo - Capital Projects Monthly Report
2023-11-28.pdf, Item 7 - Attachment - Capital
Projects Monthly Report 2023-11-28.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 80947

Title
Capital Projects Monthly Report

MEMORANDUM

Date: November 28, 2023
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 2023 Capital Budget Monthly Report presents the total of both actual capital expenditures *and* encumbrances through October 2023; this total is \$10,231,476

The 2023 actual expenditures in October total ~\$1,447,000 and consist of:

- ~\$141,000 in facility expenses
- ~\$236,000 in fleet/other expenses
- ~\$1,070,000 in pipeline expenses

For expense depreciation related to water main replacement projects, the total targeted spend amount in 2023 is ~\$4,167,000. Through October 2023:

- The estimated amount spent towards this target is ~\$3,387,000
- The remaining estimated 2023 spend towards this target is ~\$780,000

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 – November 2023

WATER UTILITY BOARD

CAPITAL PROJECTS MONTHLY REPORT

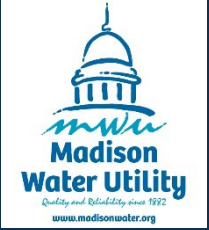


Pete Holmgren, P.E.
Chief Engineer

November 28, 2023



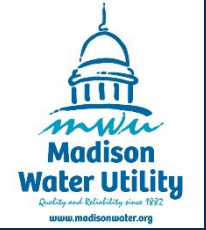
Capital Projects Monthly Report



■ PRESENTATION OVERVIEW:

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

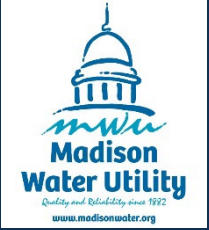
Capital Projects Monthly Report



2023 Actual Expenditures and Encumbrances (Through October):

- Total of Actual Expenditures and Encumbrances: \$10,231,476
- Overview of October 2023 Actual Expenditures (~\$1,447,000):
 1. Facilities: ~\$141,000
 - Felland Road (Reservoir 229) Upgrades; Unit Well 24 Rehab; Unit Well 11 Generator
 2. Fleet/Other: ~\$236,000
 - Unit Well 26 Booster Pump; Bobcat Purchase; Truck Replacement
 3. Pipelines: ~\$1,070,000
 - Cured-in Place Pipe 2023 (Fish Hatchery Road, Lake Mendota Drive); Atwood Avenue

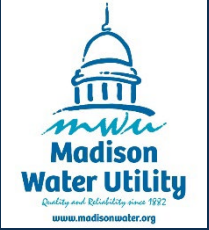
Capital Projects Monthly Report



2023 Water Main Expense Depreciation (Through October):

- 2023 targeted spend amount: ~\$4,167,000
 - Prorated \$5M from March 1 through December 31
- Current estimated amount spent: ~\$3,387,000
 - Estimated at 80% of total qualified pipeline project costs
- Remaining estimated amount for spend target: ~\$780,000
 - Hammersley Road Phase 2; University Avenue

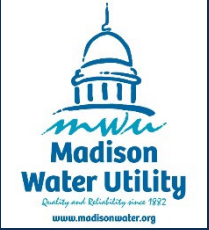
Capital Projects Monthly Report



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

- Project Budget: \$9,088,000 (2023 Budget: \$8,116,000)
- Current Status: Out for Bids
 - Virtual Meeting w/Prospective Bidders: November 13, 2023
 - Finalization of all Addenda
 - Bid Opening Date: November 30, 2023 (Extended)
 - Award of Contract (Common Council): January 2024
- Upcoming:
 - Bid Opening and Analyses
 - Finalization of Site Easement Documents

Capital Projects Monthly Report



Major Project Update: Well 15 PFAS Treatment Facility

- Project Budget: \$5,943,000 (2023 Budget: \$433,000)
 - Current Status: Design
 - Addressing DNR review comments
 - Awaiting feedback from PSC for submittal for authority to construct
 - Upcoming:
 - Finalize proposal agreement with AECOM for construction administration services
 - Bid of contract documents – targeting end of 2023



Questions / Comments?

Contact Information:

Pete Holmgren

pholmgren@madisonwater.org



City of Madison

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

Master

File Number: 80948

File ID: 80948

File Type: Miscellaneous

Status: In Committee

Version: 1

Reference:

Controlling Body: Water Utility

File Created Date : 11/21/2023

File Name:

Final Action:

Title: Operations Monthly Report

Notes:

Sponsors:

Effective Date:

Attachments: Item 8 - Memo - Monthly Operations report
November-2023.pdf, Item 8 - Attachment - Monthly
Operations Report November 2023.pdf

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Author:

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Entered by: shelmstetter@cityofmadison.com

Published Date:

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Text of Legislative File 80948

Title
Operations Monthly Report



www.madisonwater.org 119 East Olin Avenue • Madison, WI 53714 • TEL 608.266.4651 • FAX 608.266.4426

MEMORANDUM

Date: November 28, 2023
To: Water Utility Board
From: Dan Rodefeld, Operations Manager
Subject: Monthly Operations Report

BACKGROUND

Board governance policy requires 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 October 2023 reflecting these efforts is attached.

Monthly Field Operations Picture Contest

This month's MWU Photo Contest Winner is Dennis McCaslin, Maintenance Mechanic 2. See photo below and caption.



November Photo Contest Winner: Dennis McCaslin

The photo to the left shows Madison Water Utility staff pulling the pump at Well 24. This routine maintenance typically occurs at each well once every ten years. It allows the utility to clean sediment and other build-up out of the well pump, which ultimately helps the well itself and our system operate more efficiently.

Pulling pumps at each well might usually be a routine task for the utility, but in Well 24's case, this is necessary maintenance. Staff discovered that the well was not operating (pumping) at the expected efficiency and therefore needed to pull the pump to investigate. Does the pump/borehole simply need to be cleaned, or is there a mechanical issue? It turns out there is a mechanical issue. While unfortunate, it presented a good opportunity to pull the pump, given Well 24 is currently operating at only 25%.

Aware of the pump's mechanical issues, the next steps are to have Water Well Solutions air burst the borehole. Following air bursting, utility staff will essentially rebuild the pump using refurbished parts to get it back to working like a charm!

This complex and vigorous, but necessary maintenance is not possible without the unmatched skill of our MWU staff: Matt Edgren, Joe Kennedy, Laine Kriuzenga, Dennis McCaslin, Ryan Planert, and of course Maintenance Supervisor, Doug VanHorn.

The maintenance performed on Well 24's pump serves extremely beneficial to the well itself, as well as to the entire system. As you can imagine, this sort of maintenance helps prevent future "headaches" for the utility and our customers by allowing Madison Water Utility to stay consistent with our mission of *supplying high quality water for consumption and fire protection at a reasonable cost, while conserving and protecting our ground water resource for present and future generation.*

Quality and Reliability since 1882

**Madison
Water
Utility**



MONTHLY OPERATIONS REPORT
Nov-23

	Jan-Sep 23	Oct-23	2023 YTD Total
Hydrants			
Total in Service - 9,452			
No. Replaced	40	2	42
No. of Inspections	3,524	417	3,941
No. Repaired	73	9	82
Unidirectional Flushing Runs	1,757	313	2,070
Conventional Flushing Runs	882	76	958
No. Re-painted	3,102	37	3,139
(Temp Water Connections)	237	2	239
Valves			
Total System valves - 15,932			
Total Large Service valves - 4,200			
Total Hydrant valves - 6,931			
No. Replaced	55	7	62
No. of Inspections	5,075	619	5,694
No. Repaired	147	8	155
System Leaks			
Total Miles in Service - 920			
Number of Main Leaks Repaired	158	16	174
Number of Service Leaks Repaired	36	4	40
Operational Projects			
Cast-in-place pipe lining (feet)	0	4,073	4,073
Pavement repair (open work orders)	290	24	314
Pavement repair (closed work orders)	241	16	257
Terrace repair (open work orders)	309	19	328
Terrace repair (closed work orders)	368	50	418



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:

Sponsors:

Effective Date:

Attachments: Board Self Eval Form.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 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.