

# Dane County Contract Cover Sheet

Revised 06/2021

RES 149

<b>Dept./Division</b>	Office of Energy & Climate Change		
<b>Vendor Name</b>	City of Madison	<b>MUNIS #</b>	1384
<b>Brief Contract Title/Description</b>	City of Madison participation in DOE project to replace windows/upgrade lighting in CCB		
<b>Contract Term</b>	September 2021 - August 2029		
<b>Contract Amount</b>	\$ 37,456.00		

<b>Contract #</b> Admin will assign	14434
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Kathy Kuntz	<b>Name</b>	City of Madison
<b>Phone #</b>		<b>Phone #</b>	
<b>Email</b>	kuntz.kathy@countyofdane.com	<b>Email</b>	sreece@cityofmadison.com
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b> OECC	<b>Obj:</b> 35275	<b>Proj:</b>	\$ 37,456.00
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	149
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Kuntz, Kathryn	Digitally signed by Kuntz, Kathryn Date: 2021.08.24 15:49:27 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 8/24/21	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, August 24, 2021 4:12 PM  
**To:** Hicklin, Charles; Gault, David; Lowndes, Daniel; Patten (Purchasing), Peter  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14434  
**Attachments:** 14434.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles		
	Gault, David		
	Lowndes, Daniel		Approve: 8/25/2021 9:53 AM
	Patten (Purchasing), Peter		
	Stavn, Stephanie	Read: 8/25/2021 8:14 AM	
	Oby, Joe	Deleted: 8/25/2021 8:47 AM	

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

Contract #14434

Department: Office of Energy & Climate Change

Vendor: City of Madison

Contract Description: Intergovernmental Agreement for Upgrading Windows & Lighting Controls in the City-County Building (Res 149)

Contract Term: 9/1/21 – 8/31/2029

Contract Amount: \$37,456.00

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

## Goldade, Michelle

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**From:** Lowndes, Daniel  
**Sent:** Wednesday, August 25, 2021 9:53 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14434

## Goldade, Michelle

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**From:** Patten (Purchasing), Peter  
**Sent:** Wednesday, August 25, 2021 6:58 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14434

## Goldade, Michelle

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**From:** Gault, David  
**Sent:** Tuesday, August 24, 2021 4:48 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14434

**APPROVING INTERGOVERNMENTAL AGREEMENT WITH CITY OF MADISON FOR US DEPARTMENT OF ENERGY PROJECT UPGRADING WINDOWS & LIGHTING CONTROLS AT THE CITY-COUNTY BUILDING**

Dane County Office of Energy & Climate Change (OECC) is seeking authority to accept a \$981,998 research grant from the US Department of Energy (DOE) which will fund a joint Dane County-City of Madison-Slipstream energy efficiency effort to upgrade windows and lighting controls in the suites on the Martin Luther King, Jr., Boulevard façade of the City County Building. This is a three-year project that will measure and document the associated energy savings and related benefits as part of the DOE's Building Technologies Office.

The Intergovernmental Agreement with the City of Madison begins now and ends August 31, 2029. (The agreement covers the five years of post-installation data sharing required by DOE.)

The Intergovernmental Agreement with the City of Madison provides for the City of Madison to

- Co-fund the windows in City-occupied suites at the CCB
- Implement lighting and lighting control upgrades in the affected City-occupied suites at the CCB
- Track and report all City expenses associated with the project, including staff time
- Cooperate with the research aspects of the project

In total the City of Madison will receive \$37,456 from DOE to co-fund the City's installation of lighting controls and associated efforts. The City will benefit from a DOE investment of \$350,930 in co-funding for windows in City-occupied spaces. The City of Madison will provide match that includes:

- \$28,198 of staff time associated with the project
- \$202,395 in co-funding for the windows in City-occupied suites (paid to Dane County)
- \$65,548 in lighting upgrades
- \$2,181 to co-fund the lighting controls installed in City-occupied suites

NOW, THEREFORE, BE IT RESOLVED that the County Board approves the Intergovernmental Agreement with the City of Madison for the Windows Upgrade at the CCB.

BE IT FINALLY RESOLVED that the County Executive and the County Clerk are hereby authorized to sign the Intergovernmental Agreement with the City of Madison and to execute the contract.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MADISON AND THE  
COUNTY OF DANE FOR THE WINDOWS, LIGHTING AND LIGHTING CONTROL  
UPGRADES TO THE CITY-COUNTY BUILDING**

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This intergovernmental agreement (“Agreement”) is made by and between the City of Madison, a Wisconsin municipal corporation (“City”) and the County of Dane, a Wisconsin quasi-municipal corporation (“County”), pursuant to Wis. Stat. §66.0301.

**WHEREAS**, Wis. Stat. §66.0301 authorizes municipalities to contract with each other in order to work cooperatively in the joint exercise of their respective powers;

**WHEREAS**, the City and County jointly own the City-County Building, located at 210 Martin Luther King, Jr. Blvd. in Madison, as tenants-in-common, the County owning 59.2% of the Building and the City owning 40.8% of the Building, which Building is operated and maintained by the City and the County (the “Parties”) under the terms of the “Amended Agreement Between the City of Madison and Dane County for the Operation and Maintenance of a Joint City-County Building”, as amended (the “CCB Agreement”);

**WHEREAS**, the County and the City collaborated on a project proposal responding to a Public Sector Field Validation solicitation for grant applications from the U.S. Department of Energy’s Building Technologies Office (“DOE”);

**WHEREAS**, the County and the City’s proposal offered to demonstrate how, by making improvements to the jointly-owned City-County Building, a window retrofit can be cost-effective at scale, especially when packaged with more cost-effective lighting and advanced control retrofits;

**WHEREAS**, the County and the City’s proposal also included the parties’ representation that they would work cooperatively if awarded the DOE grant, including but not limited to cost-sharing;

**WHEREAS**, the DOE selected the County and the City’s proposal and worked with the Parties to finalize it;

**WHEREAS**, the Parties need to implement their proposal pursuant to DOE’s terms and conditions;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the Parties set forth in the Agreement and below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. **Purpose.** Pursuant to the DOE’s EERE Award No. DE-EE0009465 Assistance Agreement (“Award”), the Parties shall work collaboratively to demonstrate how a window retrofit, using cutting-edge technologies such as thin triple-pane windows, can be cost-effective at scale, especially when packaged with more cost-effective lighting and advanced controls retrofits (“Project”).
- II. **Project Scope.** The scope of the Project entails window, lighting and lighting control upgrades to the office suites that are located on the first through fifth floor of the Martin Luther King, Jr. Boulevard façade of the City-County Building. Specifically, the suites included in the Project are:
  - a. First Floor: The offices of the City of Madison Parks and the City of Madison Assessor.

- b. Second Floor: The offices of the City of Madison Municipal Court Services, the County Juvenile Detention Administration and the Municipal Court/City-County Chambers.
- c. Third Floor: The Martin Luther King Jr. Blvd offices of the Dane County Child Support Agency, and the County Board Office.
- d. Fourth Floor: The offices of the City of Madison Finance Department, City of Madison Purchasing, Document Services, and the City of Madison Mayor's Office.
- e. Fifth Floor: the offices of the Public Health Madison Dane County, the City of Madison IT Helpdesk and several vacant City of Madison Suites.

Also included in the Project's scope are design work and pre and post retrofit measurement and verification ("Project Scope").

- III. **Term.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end as of August 1, 2029 ("Expiration Date") unless terminated pursuant to this Agreement.
- IV. **Award.** A copy of the Award is attached hereto as Exhibit A, and is incorporated herein ("Award"). City agrees that it received a copy of the Award and has had an opportunity to review it.
- V. **Cost-Share.** Notwithstanding anything to the contrary to the Parties' proportionate cost-share obligations contained in the CCB Agreement, the Parties agree to share the Project costs as follows:
  - a. County: The County shall abide by the cost-share obligations required by the Award.
  - b. City: The City shall contribute a total of \$270,124 towards the Project costs, and \$28,198 in personnel and fringe benefits associated with the Project.
  - c. City & County: The Parties agree that the DOE's funding set forth in the Award does not constitute the total Project cost. The City and County agree that if the Project cost is greater than the sum of the DOE share of the Award and the Parties' agreed upon cost-share amount set forth in this section, any additional amount shall be borne equally by each Party.
- VI. **City Obligations.**
  - a. City shall implement a lighting upgrade of any lights to LEDs located in the offices that are part of the Project Scope.
    - i. Costs of the lighting upgrade shall be credited towards the City's cost-share amount set forth in Section V.b. above.
  - b. City shall install lighting controls located in offices owned by the City that are part of the Project Scope.
    - i. 50% of the costs for the lighting controls shall be credited towards the City's cost-share obligations set forth in Section V.b. above. The remainder shall be paid from DOE's Award.



- c. On a monthly basis, the City agrees to report the following to the County:
  - i. Installation costs associated with the addition of lighting controls in its offices.
  - ii. Staff hours associated with the Project.

**VII. County Obligations**

- a. City agrees that the County shall be the lead entity for purposes of implementing and managing the Project pursuant to the Award.
- b. County shall manage the bidding process for procuring new windows and any associated installation services of all window replacements located in offices that are part of the Project Scope.
- c. County shall install lighting upgrades and controls located in offices owned by the County that are part of the Project Scope, which costs shall be accounted for by the Parties in a similar manner to the same costs incurred by the City under Sec. VI above.

**VIII. Invoice & Payment.** County will invoice City for its share of the Project costs. Payment is due 30 days after receipt of the invoice.

**IX. Project Schedule & Tasks**

- a. Budget Period 1: June 1, 2021 – May 31, 2022
  - i. Task 1. Retrofit Design
    - 1. Subtask 1.1: Research Window Retrofit Options. City staff will participate in window design discussions and contribute insights to window design decisions.
    - 2. Subtask 1.2: Research Lighting Retrofit Options. City staff will participate in lighting control design discussions and contribute insights to lighting control design decisions. In addition, City will manage and pay for design of lighting upgrades for City spaces included in the project as well as the lighting controls for City suites. The City will provide County with lighting and lighting control retrofit specifications to submit to DOE consistent with the project timeline.
    - 3. Subtask 1.3. Design. City staff will participate in design discussions and contribute insights to design decisions.
    - 4. Subtask 1.4. Bid. City will manage bid process for lighting and lighting controls for City spaces. County will manage bid process for windows and window installation. The City will notify County of the contractors selected for City lighting and lighting controls retrofits, consistent with the project timeline, so that County can notify DOE.
  - ii. Task 2. Pre-Retrofit Measurement and Verification (“M&V”)
    - 1. Subtask 2.1. Plan M&V and install M&V equipment. City will provide input on M&V plan. City will provide M&V Project Partner with facility access required to implement M&V plan.
    - 2. Subtask 2.2. Pre-Retrofit Monitoring. City will ensure M&V Project Partner has access required to monitor City spaces for six to nine months. City will work with M&V Project Partner to administer pre-retrofit occupant and owner satisfaction surveys consistent with the project timeline. The City will target a minimum of 50% response rate of occupant surveys.
- b. Budget Period 2: June 1, 2022 – May 31, 2023

- i. Task 3. Installation and Commissioning
  - 1. *Subtask 3.1. Installation.* The City will assist with the installation of windows in City spaces, managing contractors for installation and coordinating with occupants. The City will manage the lighting and lighting controls installations in City spaces. The City will submit installation documentation to County to share with DOE consistent with project timeline.
  - 2. *Subtask 3.2. Commissioning.* The City will work with other partners to coordinate commissioning to ensure systems are maximizing energy savings, to ensure satisfied occupants and to enhance performance persistence. The City will submit commissioning report to County consistent with project timeline to share with DOE.
- ii. Task 4. Post-Retrofit Measurement and Verification
  - 1. *Subtask 4.1. Post-Retrofit Monitoring.* The City will provide the M&V Project Partner with any access necessary to capture the updated system's post-retrofit configuration. City will work with M&V Project Partner to administer post-retrofit occupant and owner satisfaction surveys consistent with project timeline. The City will target a minimum of 50% response rate of occupant surveys.
  - 2. *Subtask 4.2. Demand Response Testing.* The City will work with other team members to conduct demand response tests. City work with M&V Project Partner to administer an occupant survey for visual comfort and tolerance levels during demand response events consistent with project timeline. The City will target a minimum of 50% response rate of occupant surveys.
  - 3. *Subtask 4.3. Data Analysis.* The City will work with M&V Project Partner to uninstall M&V equipment. The City will provide project cost and energy data to the M&V Project Partner to support data analysis.
- c. Budget Period 3: June 1, 2023 – May 31, 2024
  - i. *Subtask 4.4. Building Energy Modeling.* The City will participate in a review of the building energy modeling findings.
  - ii. Task 5. Reporting and Dissemination
    - 1. *Subtask 5.1. Final technical report.* The City will review the draft final technical report, providing feedback and information as appropriate, consistent with project timeline.
    - 2. *Subtask 5.2. Dissemination.* The City will participate in at least one webinar showcasing the project. The City will review and provide input to a draft case study about the project consistent with project timeline.
    - 3. *Subtask 5.3. Standard Development.* The City will update existing City design standards to include the advanced window and lighting strategies researched via this project, to the extent feasible. The City will provide the updated design standard to County, consistent with project timeline, for submission to the DOE for review.
  - iii. Task 6. Project Management
    - 1. *Subtask 6.1. Project management.* The City will provide a summary of activities, including expenditures (including both requests for reimbursement from DOE grant and match) related to the project to County on a monthly basis. The summary shall include personnel

time on the project for all of the City staff positions identified in the budget, which includes:

- Building Design Project Manager
- Construction Manager
- Sustainability Coordinator

2. *Subtask 6.2. Provide long-term data.* The City will provide County with project data for up to 5 years beyond the project period of performance so that County can share this data with DOE. The shared data will include utility bills, BAS trended data and whole building interval power data.

- X. **Termination.** If DOE discontinues funding of the Project for any reason during the Term, either party may terminate this Agreement.
- XI. **Subrecipient.** City agrees that is a “subrecipient,” as that term is defined in the Award. All terms and conditions imposed upon subrecipients under the Award are hereby incorporated by reference as if fully set forth herein. In addition to its obligations under this Agreement, City agrees to be bound by those terms and conditions applicable to subrecipients that are set forth in the Award.
- XII. **Liability.** Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Agreement.
- XIII. **Notices.** All notices to be given under the terms of this Agreement shall be signed by the person sending the same, may be delivered by email to an officer or duly authorized representative of the other party, or may be sent by United States Postal Service or a nationally recognized overnight carrier, to the address of the parties specified below:

**For COUNTY:**

Kathy Kuntz  
Office of Energy & Climate Change  
City County Building, Room 421  
210 Martin Luther King, Jr. Blvd  
Madison, WI 53703  
[Kuntz.kathryn@countyofdane.com](mailto:Kuntz.kathryn@countyofdane.com)

**For CITY**

Stacie Reece

Office of the Mayor  
City County Building, Room 403  
210 Martin Luther King, Jr. Blvd  
Madison, WI 53703  
[sreece@cityofmadison.com](mailto:sreece@cityofmadison.com)

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

- XIV. **Non Discrimination.** In the performance of its obligations under this Agreement, both parties agree not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Both parties further agree not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- XV. **Miscellaneous**
- a. **No Waiver.** In no event shall the making of any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party and the making of any such payment or acceptance of any such service by the conforming party while any such default or breach on the part of the other party shall exist, shall in no way impair or prejudice the right of the conforming party with respect to recovery of damages or other remedy as a result of such breach or default.
  - b. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties.
  - c. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
  - d. **Entire Agreements and Amendments.** The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended by any fashion except in writing, executed by the parties.
  - e. **Severability.** The various provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.
  - f. **No Third Party Rights.** This is an Agreement between the parties, and nothing herein creates any rights in a third person.

- g. **Counterparts; Electronic Delivery.** This Agreement and any document executed in connection herewith may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Agreement 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 Agreement 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 Agreement, fully executed, shall be as valid as an original.

**FOR THE CITY OF MADISON**

\_\_\_\_\_  
Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

\_\_\_\_\_  
Date

Countersigned:

\_\_\_\_\_  
David P. Schmiedicke, Finance Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Veum, Risk Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Michael R. Haas, City Attorney

\_\_\_\_\_  
Date

Execution of this Agreement by City is authorized by Resolution Enactment No. RES-21-00\_\_\_\_, ID No. \_\_\_\_\_, adopted by the Common Council of the City of Madison on \_\_\_\_\_, 2021.

**FOR COUNTY**

—

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

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

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

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

**Attachment A – Department of Energy Cooperative Services Agreement #EE0009465**