

# Dane County Contract Cover Sheet

Revised 01/2024

Res 088  
significant

<b>Dept./Division</b>	DEPT. OF ADMINISTRATION-PUBLIC WORKS ENGINEERING		
<b>Vendor Name</b>	City of Madison	<b>MUNIS #</b>	1384
<b>Brief Contract Title/Description</b>	Approving a Developer's Agreement Between Dane County and The City of Madison for the Extension of Municipal Services to the East District Campus		
<b>Contract Term</b>	24 Months		
<b>Contract Amount</b>	\$298,656.88		

<b>Contract #</b> Admin will assign	15556
<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>	STEVE RICHARDS	<b>Name</b>	Brenda Stanley
<b>Phone #</b>	608-516-8367	<b>Phone #</b>	608-267-9127
<b>Email</b>	RICHARDS.STEVE@DANECOUNTY.GOV	<b>Email</b>	bstanley@cityofmadison.com
<b>Purchasing Officer</b>	Meg Krohn		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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> CPFACMGT	<b>Obj:</b> 51067	<b>Proj:</b>	\$ 298,656.88
	<b>Year</b> 2024	<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</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	088
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – 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 checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Draper, Todd	Digitally signed by Draper, Todd Date: 2024.08.06 14:01:04 -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> 8/6/24	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Wednesday, August 7, 2024 10:12 AM  
**To:** Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua; Krohn, Margaret  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15556  
**Attachments:** 15556.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Patten (Purchasing), Peter		Approve: 8/7/2024 1:30 PM
	Gault, David	Read: 8/7/2024 10:13 AM	Approve: 8/7/2024 10:14 AM
	Cotillier, Joshua		Approve: 8/7/2024 10:28 AM
	Krohn, Margaret		Approve: 8/7/2024 10:36 AM
	Stavn, Stephanie	Read: 8/7/2024 11:10 AM	
	Oby, Joe		

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

Contract #15556  
Department: Public Works  
Vendor: City of Madison  
Contract Description: Developer's Agreement for extension of municipal services to EDC (Res 088)  
Contract Term: 9/1/24 – 12/31/26  
Contract Amount: \$298,656.88

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1                                    **SUB \_\_\_\_ TO 2024 RES-088 (PROPOSED ENGELBERGER)**  
2

3                                    **APPROVING A DEVELOPER’S AGREEMENT BETWEEN DANE COUNTY AND THE CITY**  
4                                    **OF MADISON FOR THE EXTENSION OF MUNICIPAL SERVICES TO THE EAST DISTRICT**  
5                                    **CAMPUS**  
6

7                                    The Department of Administration-Public Works Engineering Division has been working with the  
8                                    City of Madison to extend municipal services to County owned properties located East of  
9                                    County Highway AB and North of US HWY 12/18 in the Town of Cottage Grove. This property  
10                                   has been annexed into the City of Madison which will require adherence to Madison General  
11                                   Ordinances, Section 16.23(9).  
12

13                                   Among one of the requirements in the ordinance is the execution of a developer’s agreement  
14                                   with the City to provide certain public and private improvements. Provisions for the installation of  
15                                   public sanitary sewer facilities, storm sewer and drainage system, water mains and water  
16                                   service laterals, grading of public and private lands, erosion and storm water runoff control,  
17                                   street improvements, street signs and pavement markings are all encompassed within the  
18                                   agreement  
19

20                                   Development of this infrastructure will allow for construction of the Public Safety  
21                                   Communications facility and for future connections of existing Highway Garage and Medical  
22                                   Examiners buildings. Future development on County owned lands adjacent to the PSC building  
23                                   would require additional development of other public and private improvements.  
24

25                                   There are fees for City Engineering, Traffic, and Madison Water Utility and the Madison  
26                                   Metropolitan Sanitary District that are required to be remitted under this Developers Agreement  
27                                   totaling ~~\$242,500.00~~ **\$298,656.88.00**  
28

29                                   **NOW, THEREFORE, BE IT RESOLVED** that Dane County Board of hereby approves the  
30                                   Developers Agreement with the City of Madison, and authorizes the County Executive to  
31                                   execute the Agreement.  
32

33                                   **BE IT FURTHER RESOLVED** that the County Executive will be authorized to execute and  
34                                   provide a letter to the City of Madison representing that Dane County shall comply with the  
35                                   terms of the developer’s agreement, and will provide the contractor’s Performance Bond to  
36                                   satisfy the security requirements of the Developers Agreement when the Bond is available.  
37

38                                   **BE IT FINALLY RESOLVED** that the Department of Administration-Public Works Engineering  
39                                   Division be directed to ensure complete performance of the Agreement and the Controller is  
40                                   authorized to issue checks necessary to satisfy all financial obligations of the Developers  
41                                   Agreement.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS  
TO BE ACCEPTED BY THE CITY OF MADISON  
LUDS LN AND FEMRITE DR CSM  
CONTRACT NO. 9481  
PROJECT NO. 14950**

**MADISON, WISCONSIN**

THIS CONTRACT for the Construction of Public Improvements to be Accepted by the City (hereafter "Contract" or "Agreement") is made and entered into by Dane County Administration, Dept. of Public Works, of Madison, Wisconsin, ("Developer"), and the City of Madison, ("City"), a Wisconsin municipal corporation located in Dane County, Wisconsin. This Agreement is effective as of the date signed by the Mayor on behalf of the City.

**RECITALS**

1. WHEREAS, the Developer has received approval from the City for a Certified Survey Map to create one lot in Suburban Employment District zoning and one outlot in Agriculture District zoning, a copy of which is incorporated by reference.
2. WHEREAS, Section 16.23(9) of the Madison General Ordinances (MGO) requires that provisions be made for the installation of public sanitary sewer facilities, storm sewer and drainage system, water mains and water service laterals, the grading of public and private lands, erosion and stormwater runoff control, street improvements, street signs and pavement marking to serve the development. Section 16.23(9) also permits the installation of said public improvements by construction phases.
3. WHEREAS, the Developer intends to complete the installation of said public improvements with the Initial Construction Phase of said project and does not intend to complete any of said public improvements in subsequent construction phases.
4. WHEREAS, as a condition of approval of phased development in said subdivision, the Developer is required to execute a Declaration of Conditions, Covenants, and Restrictions for all lots included in future construction phases, until such time as surety is provided to the City to guarantee the installation of public improvements to serve said lots.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS TO BE ACCEPTED BY THE CITY:**

NOW, THEREFORE, the Developer and the City hereby agree as follows:

**SECTION I - GENERAL CONDITIONS**

**A. Prequalification of Contractors**

1. The Developer agrees to engage Contractors for all construction included in this agreement who shall be listed as qualified for such work by the City Engineer as described in MGO 33.07(7).

The Developer shall furnish the City Engineer with the names of all Contractors and their subcontractors, with the classification of the work they perform, prior to any work beginning.

Ban the Box - Arrest and Criminal Background Checks. MGO 39.08, the City's Ban the Box ordinance, does not apply directly to the Developer under this agreement. However, MGO 39.08 will apply to any of the Developer's Contractors and their subcontractors under this agreement if they are required to be prequalified to perform work hereunder (and the Developer only if Developer is acting as a Contractor under this Agreement). Such contractors and subcontractors are required to Ban the Box. Compliance with MGO 39.08 will be enforced by the City through the prequalification process.

**B. Nondiscrimination and Affirmative Action**

In the performance of the obligations under this agreement, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, 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. The Parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

**C. Preconstruction Meeting**

The Developer further agrees to coordinate a preconstruction meeting with the City Construction Engineer for all public improvements including both street, utilities and green infrastructure (ponds and greenways).

**D. Construction Plans**

The Developer further agrees to work from Construction Plans that have been approved by the Common Council. The plans shall be prepared by the Developer or by the City Engineer from data submitted by the Developer, as determined by the City Engineer. The Developer shall note that Plan Commission approval of the project does not constitute approval of the improvements within the public right-of-way. Separate approval is required. The Plan shall be signed by the City Engineer.

**E. City Approval of Starting Dates**

The Developer further agrees that no work shall be scheduled for the above-mentioned improvements without the City Engineer's and Water Utility Manager's approval of starting date and schedule.

F. Notification of Work

The Developer further agrees to notify the City Construction Engineer a minimum of two (2) working days prior to beginning work or resuming work in the right-of-way or any lands that will be dedicated to the public upon acceptance of the improvements, this includes Outlots and/or easements.

G. Change Order to Work

The Developer further agrees that the City shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed in this or other written agreements between the City and the Developer.

H. Acceptance of Work

The Developer further agrees that the acceptance of public improvements is conditioned on completion of the following:

1. That all outstanding engineering and inspection charges indicated herein have been paid in full.
2. That affidavits and lien waivers are received by the City indicating that the Contractor has been paid in full for all work and materials furnished under this contract.
3. That a complete breakdown of costs incurred by the Developer is provided to the City for the following public improvement components in the public right of way and within public easements:
  - a. Sanitary sewer and sanitary sewer laterals. Acceptance of the work requires televising of all sewer mains at the Developer's expense.
  - b. Water main and laterals.
  - c. Storm sewer and storm water management facilities. Acceptance of the work requires televising of all sewer mains at the Developer's expense. Improvements of storm water management facilities requires post construction survey and approval of the condition of native plantings.
  - d. Streets including sidewalks, pavement marking, signage and street plantings.
  - e. Street lighting.
  - f. Other items of work within the Public Right of Way.
4. That the water main is tested and a bacteriologically safe sample is obtained by testing at the local health department. The Water Utility will flush the main and obtain the samples required for this testing.

The maintenance of specified public improvement components becomes the responsibility of the City upon acceptance of those components by the Common Council

I. Time of Completion

All work specified herein shall be completed within twenty-four (24) months from the date of this agreement by the Developer.

J. Indemnification and Insurance

Each party shall be responsible 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.

In any and all claims against the City, its officials, officers, agents, employees or consultants, by any employee of the Developer, its Contractor, or any person or organization directly or indirectly

employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or other person or organization under workers' compensation, disability benefit, or other employee benefit acts, statutes or laws.

The obligations of the Developer under this paragraph J. shall not extend to the liability of the City's consultants or consultants' agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, and designs or specifications.

The Developer 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.

**Proof of Insurance, Approval.** The Developer 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. Developer shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Developer 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 Developer shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Developer 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.

The Developer shall require all Contractors engaged in the construction of this project to maintain the insurance required by Section 107.4 of the *City of Madison Standard Specification for Public Works Construction*, and to submit a current Certificate of Insurance with the City Engineer prior to the commencement of any work under this contract.

K. Weapons Prohibition

The Developer shall prohibit, and shall require its contractors or 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).

L. Guarantee of the Work

The Developer agrees to guarantee all work performed under this contract, except tree and shrubbery planting, for a period of one year from the date of final acceptance by the City Common Council, against defects in workmanship or materials. If any defect should appear during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at his own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repairs or replacement is required.

The Developer agrees to guarantee all tree and shrubbery planting for a period of two years from the date of final acceptance by the City Common Council, in accordance with Section 209.6 of the *City of Madison Standard Specifications for Public Works Construction*.

M. Specifications for Improvement

The Developer agrees to install the improvements specified in this Agreement in accordance with the plans and specifications approved by the Common Council and in accordance with the *City of Madison Standard Specifications for Public Works Construction* and the following conditions:

1. Grading, Erosion Control, Barricades, and Traffic Control:
  - a. The Developer shall undertake the grading, erosion control and barricade requirements for streets whose right-of-way are contained within the development to subbase grades established by the City Engineer and approved by the Common Council, said grading shall include the grading of the terraces to a sidewalk grade established by the City Engineer and in accordance with the Madison Standard Typical Street Sections and Standard Detail Drawings of the Specifications.
  - b. The Developer shall grade the terrace of those existing streets which abut the plat to a sidewalk grade or a grade established by the City Engineer, grade a ditch abutting said lots for temporary drainage and install culverts at driveway locations.
  - c. The Developer shall grade vision clearance triangles on corner lots to a maximum height of thirty (30) inches above the proposed curb elevation within the triangular space formed by two intersecting street lines or their projections and a line adjoining said points on said street lines located a minimum of twenty-five (25) feet from such street intersections. No structures, screenings, plantings, or embankments of any kind are allowed within this triangular area if they violate Section 27.05(2)(bb), MGO.
  - d. The Developer shall furnish, install barricades, signs and other traffic control devices as specified by the City Traffic Engineer at all street ends.
  - e. The Developer shall prepare a traffic control plan, which shall be submitted for approval to the Traffic Engineering Division. Work shall not begin until the traffic control plan is approved by the Traffic Engineering Division and a copy of the approved traffic control plan has been submitted to the Construction Engineer. The Developer shall furnish, install and maintain during construction, barricades, signs, pavement markings and other traffic control devices as specified on the approved traffic control plan or as directed by the City Traffic Engineer. Submit plans for review or questions regarding this condition to Jonathan Kollman, 608-266-6526, [jkollman@cityofmadison.com](mailto:jkollman@cityofmadison.com) and Scott Kerr, 608-266-6536, [skerr@cityofmadison.com](mailto:skerr@cityofmadison.com).
  - f. The Developer shall obtain an Erosion Control (EC) and Stormwater Management Permit for the erosion and runoff control as required by Chapter 37, M.G.O. prior to the grading, utility installation or other land disturbance activity. A permit shall be obtained for each construction phase. The Developer shall adhere to conditions specified on the permit and grants the right-of-entry on the development to designated personnel of the City to inspect and monitor compliance with this Agreement. It is noted that the EC permit does not authorize the construction of public green infrastructure improvements (greenways/ponds/infiltration basins) without the issuance of a plan set by City Engineering and completion of a pre-construction meeting.

Prior to acceptance, the Developer shall submit a post construction erosion control plan to the City. This plan shall address erosion control in the interim between the completion of the public works improvements specified in this contract and ultimate development. The Developer shall install those facilities and structures required by the post development erosion control plan. Further, the Developer shall provide a contact to City Engineering and City Building Inspection that is responsible to address inlet protection and perimeter controls left in place for lot construction.



- g. The Developer shall not disturb, grade, fill or store materials on public property or property required to be dedicated, unless specifically approved by the City's representative (this includes easements and Outlots). The Developer shall clean up, topsoil, seed and mulch any public property, which is disturbed. The Developer shall grade, topsoil, seed and mulch all public or dedicated frontage at a 4:1 slope to meet existing grade, unless it is specified otherwise or permitted by the City's representative. The Developer shall provide and install any erosion control measures required on public property or property to be dedicated due to the grading specified in this contract.

2. Sanitary Sewer Facilities:

- a. The Developer shall install sanitary sewer mains, sanitary sewer access structures and laterals to serve all lots within the development. No construction shall commence until plans and specifications have been approved by the Madison Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement.
- b. In accordance with Wisconsin State Statute 182.0175(2r), any person who, after December 31, 2006, installs a nonconductive sewer lateral shall also install a locating wire or other equally effective means for marking the location of the lateral. The City of Madison has chosen compliance with this Statute by the using an Electronic Ball Marker System. Therefore, the Developer shall install the 3M™ Electronic Marker System (EMS) 4" extended Range 5' Ball Markers- Wastewater (model #1404-XR) for each sanitary sewer lateral. The City shall supply all the required markers to the Developer or his Contractor (generally requires 2 per lateral) and the Contractor shall install them per the manufacturer's requirements or as directed by the City Engineer. Costs of supplying the ball markers shall be billed to the Developer in accordance with the billing terms of this agreement. If the Developer wishes to use alternate means of complying with this State Statute, it must be approved in advance by the City Engineer.
- c. For all public sanitary sewer that is installed beyond the street construction limits of this development phase, the Developer shall be required to construct an interim crushed stone access road of sufficient width and depth to accommodate sewer cleaning, maintenance, and televising equipment, as required by the City Engineer. These requirements may also include a 'locked' barricade installation that allows entry by authorized sewer equipment and personnel. All costs associated with these interim improvements are the responsibility of the Developer.

3. Storm Sewer and Public Drainage System:

- a. The Developer shall install a public drainage system including all storm sewer mains, mainline structures, inlets, lateral pipes, greenways, culverts, and detention/retention basins in accordance with the plans approved by the City Engineer unless other arrangements have been approved by the City Engineer as detailed in the supplemental conditions. Any field changes by the City Engineer shall become part of the approved plan and shall be incorporated at the Developer's expense.
- b. In accordance with Wisconsin State Statute 182.0175(2r), any person who, after December 31, 2006, installs a nonconductive sewer lateral shall also install a locating wire or other equally effective means for marking the location of the lateral. The City of Madison has chosen compliance with this Statute by the using an Electronic Ball Marker System. Therefore, the Developer shall install the 3M™ Electronic Marker System (EMS) 4" extended Range 5' Ball Markers- Wastewater (model #1404-XR) for each storm sewer lateral and the underdrain pipes for ponds. The Storm Sewer Electronic Markers shall be provided where non-metallic storm sewer pipe is installed in the public Right of Way, and where no access or inlet structures are available on the surface to allow the pipe to be visually located.

City shall supply all the required markers to the Developer or his Contractor (generally requires 2 per lateral and 1 for each end and bend in underdrains) and the Contractor shall install them per the manufacturer's requirements or as directed by the City Engineer. Costs of supplying the ball markers shall be billed to the Developer in accordance with the billing terms of this agreement. If the Developer wishes to use alternate means of complying with this State Statute, it must be approved in advance by the City Engineer.

- c. Prior to beginning work on public improvements or final grading on lands to be dedicated to the public (including Outlots and easements) a preconstruction meeting shall be held and notice of the start of work shall be provided to the City Engineer a minimum of two (2) working days prior to starting work. Rough grading of the lands to be dedicated to the public may occur prior to the preconstruction meeting provided all required land disturbance permits are in place and any applicable site grading and erosion control plans have been approved.
- d. Prior to the initial seeding the Developer shall be responsible for providing an as-built of the greenway and pond areas. This as-built shall consist of contours as well as cross sections including the "safety bench" and slopes of the banks, both above and below the water surface. Additionally, sufficient random shots shall be taken on the floor of the basin to determine how much (if any) dredging shall be required as well as along the top of berm and at all outlet structures. The as-built submittal must be sealed by a Professional Land Surveyor or a Professional Engineer.

The other components of the stormwater system may be accepted independently of the detention / retention basin greenways, infiltration basins or other related storm water management feature.

- e. The Developer shall be responsible for seeding & establishing greenways and ponds with a native species mix that shall be specified by the City of Madison. This mix shall be referenced on the plan sheet provided and sealed by the Developer's Engineer and approved by City Engineering. Refer to City of Madison Standard Specifications Article 207.2(a) for lists of approved seed mixes by site.
- f. The Developer shall complete initial seeding using correct methodology and timing as specified in City of Madison Standard Specifications 207.3(a).
- g. The detention/retention basin(s) shall be over-excavated and constructed to serve as an interim sediment trap. The volume of over excavation shall be calculated to collect the anticipated sediment from the plat over a minimum period of 2-years. In general, this over-excavation will be two (2) feet minimum. In the case of a retention basin, the minimum standard depth shall be seven (7) feet as measured from the normal water level. This will result in an initial depth of nine (9) feet.

This construction and all other erosion control measures shall be installed prior to any other plat grading or utility construction. An inspection and approval by the City Engineer must be obtained prior to start of other plat improvements.

- h. If the Developer chooses to have the detention/retention basin and/or greenway designed by his/her engineer, the Developer shall have those plans approved and provided to City Engineering a minimum of one week before the issuance date agreed to in the contract schedule. The plans shall be sealed by a Professional Engineer and shall be on 11" x 17" sheets. Further, the plans shall be of sufficient detail to allow construction of the basin/greenway and shall include all seeding specifications (as approved by City Engineering), detail drawings and contour maps/cross sections of the basin/greenway. Plans shall not be issued until these sheets are provided and approved by City Engineering.
- i. Prior to acceptance of green infrastructure (greenways, ponds, infiltration basins....) all construction features called for on the issued plans, including but not limited to, inlets, outlets, and riprap/stabilization, shall be inspected reviewed and

approved by City Engineering for compliance with the approved plans and the Standard Specifications for Public Works Construction.

4. Water Mains and Water Service Laterals:

- a. The Developer shall furnish and install all water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve the development as required by the plans prepared or reviewed by Madison Water Utility and subsequently approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All water service laterals three (3) inches and larger shall be completed with a controlling valve and box. All materials used shall conform to City of Madison Standard Specifications For Public Works Construction, latest edition.

5. Streets and Sidewalks:

- a. The Developer shall install Madison Standard Sidewalk, Concrete Curb and Gutter and other types of curb and gutter as specified, and the specified Standard Pavement per plans approved by the City Engineer.
- b. The Developer shall comply with all provisions as outlined in the City of Madison Standards for Public Works Construction. The Developer or his agent shall contact City Forestry to review the trees prior to any trimming or removal. Prior to the closure of this contract City Forestry shall do a final inspection of the trees. A Tree Removal Permit shall be issued by City Forestry prior to removal of any City owned trees.

6. Runoff Control Structures:

The Developer shall install the runoff control structures including related storm sewers required by the Erosion Control and Stormwater Management Permit and the plans and specifications approved by the City Engineer.

7. Section Corners:

All PLSS section and witness corners (including center of sections) situated within the subdivision, or within planned improvement areas for the development thereof, must be included in final survey data transmittal. Any PLSS section and/or witness corners, including center of sections, must be perpetuated by the Developer's contracted Professional Land Surveyor. In the event any PLSS section corner, including center of sections, are disturbed or destroyed as a result of any form of construction included in the private contract and private construction associated with this subdivision Development, the PLSS restoration must be completed by the Developer's contracted Professional Land Surveyor, at the sole cost of the Developer. New PLSS tie sheets must be filed by the contracted Professional Land Surveyor in accordance with Wisconsin Administrative Code AE-7.08.

8. Signs:

The Developer shall pay all costs associated with the installation of all traffic signs and structures as required by the plans and specifications prepared by the City Traffic Engineering Division, including City furnished materials, labor, inspection and engineering. The Developer following the provisions in the Standard Specifications for Public Works Construction may install temporary street name signs.

9. Pavement Markings:

The Developer shall be responsible for the restoration of all existing pavement markings disturbed by the project, including City inspection and engineering costs.

The Developer shall be responsible for the installation of new pavement markings as required by the plans and specifications prepared by the City Traffic Engineering Division, including City inspection and engineering costs.

10. Street Lights:

The Developer shall pay all costs associated with the installation of permanent street lighting, conduit and structures as required by the plans and specifications prepared by the City Traffic Engineering Division including City furnished materials, labor, inspection and engineering. The Developer shall pay all costs associated with the installation of temporary equipment necessary to maintain lighting circuits. The Developer shall install permanent and temporary street lighting facilities per the City-prepared plans and specifications.

The Developer shall contact and coordinate the installation or relocation of wiring and service for the street lights with the energy utility company providing power. The Developer shall pay all utility costs associated with the street light service directly to the utility.

N. Fees Payable Prior to Construction

The Developer agrees to pay the City the following charges prior to construction beginning:

1. All outstanding area charges levied against lots within the development by the City, Capitol Area Regional Plan Commission, and the Madison Metropolitan Sewerage District for the construction of downstream sanitary sewer facilities and Urban Service Area annexation review fees.
2. The Developer shall pay Dane County for all charges for converting agricultural land to a non-agricultural use as provided in Wisconsin Statutes 74.485. In the event that the City incurs any costs related to the conversion of agricultural land, the Developer shall promptly pay any costs incurred by the City related to the conversion of the agricultural land.

O. Developer to Reimburse the City for Costs Sustained

1. The Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, erosion control review and inspection, and associated legal and real estate expenses for the required public improvements for the project. The City's expenses shall be determined as follows:
  - a. The cost of City employees' time engaged in the required public improvements based on the hourly rate paid to the employee multiplied by a factor determined by the respective Division/Department to represent the City's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.25.
  - b. The cost of City equipment employed, including all televising of sewer mains.
  - c. The actual costs of City materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 29% of the cost of the materials.
  - d. All consultant fees associated with the project at the invoiced amount plus 10% for administration.

2. The Developer shall advance to the City the following payments/deposits:
- a. An amount equal to an estimate of the City's expenses, as prepared by the participating City Divisions/Departments, at the time the Developer files a Development Agreement. At the conclusion of the project, the respective agencies shall bill the actual cost to the Developer. In the event that the actual cost is calculated to be less than the advanced amount, the difference shall be refunded to the Developer. In the event the advance is less than the actual amount, the Developer shall be billed the difference and payment shall be a condition precedent to acceptance of any major components of construction. The estimated cost of services to be performed by the City is as follows:

City Engineering Division: \$196,000.00  
(\$196,000.00 admin/design/inspection costs)  
(\$00,000.00 tree protection deposit per City Forestry)  
(\$00,000.00 inspection guarantee deposit)

City Traffic Engineering Division: \$20,500.00  
(\$1,000.00 signing & marking deposit)  
(\$19,500.00 streetlights deposit)

An initial deposit of \$15,000.00 was provided with the Authorization to Proceed for this plat phase. An additional deposit of **\$201,500.00** will need to be submitted with this executed contract to cover the remainder of the City Engineering Division and Traffic Engineering Division deposit requirements listed above. (Make check payable to City of Madison Treasurer).

Madison Water Utility: **\$41,000.00** (Make check payable to Madison Water Utility).

P. Security

1. The Developer agrees to furnish the City with a bond, certified check, or irrevocable letter of credit in the amount of **\$2,000,000.00** to secure performance of this contract.
2. Upon acceptance by the City Common Council of the improvements constructed as part of this agreement, the City agrees to reduce the surety to an amount equal to an estimate of the City Engineer to secure performance of the guarantee described in this agreement.
3. If the Developer provides a certified check to secure performance of this contract, the Developer agrees that the City may deposit the check in an interest bearing account and retain all interest accruing to such a deposit.
4. **Being that the Developer is a Governmental unit, they may file a letter from the officers authorized to act on its behalf with the City agreeing to comply with the provisions of the contract in lieu of the surety requirement given above. The letter shall also include a copy of their contractor's performance bond.**

Q. Developer's Designated Project Coordinator

The Developer hereby appoint Todd Draper – [draper@countyofdane.com](mailto:draper@countyofdane.com) as the Project Coordinator, said individual who shall act as the Developer's representative during the Construction Phase of the installation of these improvements.

R. Default and Penalties

In the event Developer 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 Developer, 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 Developer, including expressly the specific enforcement hereof, forthwith have the cumulative right to impose the following penalties:

1. Forfeiture of all payments/deposits under Par. O, and
2. Extension of the guarantee in Par. L to two (2) years, and
3. The City holding the security in Par. P until such time as the guarantee expires.

## SECTION II - SUPPLEMENTAL CONDITIONS

- A. All work specified herein shall be completed within twenty-four (24) months from the date of this agreement by the Developer. This date may be considered for extension, due to unforeseen circumstances, to a timeframe mutually agreed upon by Dane County Administration, Dept. of Public Works and the City of Madison.
- B. The Developer shall construct public sanitary sewer main and laterals, water main and service laterals, storm sewer and drainage system to serve Luds Ln and Femrite Dr CSM as specified on plans approved by the City Engineer.
- C. The Developer shall construct Madison Standard street improvements, including sidewalk on the following streets:
  - a. Luds Lane from E Buckeye Road to approximately 1800 feet east to bulb at project limit.
    - i. Curb and gutter, sidewalk, and pavement along southern side of Luds Lane.
  - b. Luds Lane from western right of way line of Luds Court to approximately 800 feet east to bulb.
    - i. Curb and gutter, and pavement along northern side of Luds Lane.
  - c. Luds Court from Luds Lane at south to match existing – pavement.
- D. The Developer shall construct a temporary cul-de-sac on Luds Lane near the east lot line of proposed Lot 1.
- E. The Developer shall show a temporary limited easement on the CSM for a temporary cul-de-sac planned east of the east line of proposed Lot 1.
- F. The Developer shall provide Public Storm Water Drainage and Storm Water Management Easements over Outlot 1. The easements shall include, but not limited to, rights, maintenance, limitations, landscaping, and release.
- G. All damage to the pavement on Luds Lane, Luds Court, and E Buckeye Road, adjacent to this development shall be restored in accordance with the City of Madison's Pavement Patching Criteria.
- H. The Developer shall close all abandoned driveways by replacing the curb in front of the driveways and restoring the terrace with grass.
- I. The Developer shall be responsible for the coordination, approval and fees associated with permits for work in the Town of Cottage Grove right of way and shall provide proof of permitting to the City of Madison prior to the commencement of construction.
- J. A portion of construction is in or adjacent to the Town of Cottage Grove. The Developer shall be responsible for all restoration as necessary to complete construction. Plans issued by the City show existing Town of Cottage Grove residential driveway culverts to remain in place, if it is necessary to remove existing culverts due to construction damage or to facilitate construction, the Developer shall contact the appropriate owners to coordinate the removal and replacement of the portion of driveway/culvert and shall be responsible for the cost to replace in kind.
- K. If the public improvements required to serve this proposed csm require additional right of way and/or easements located beyond the csm boundary. The developer shall acquire the right of way and/or easements as required by the City at the developer's expense. In the event that the developer is unable to acquire the right of way and/or easements required, the City shall proceed to acquire the easements. The Developer shall reimburse the City for all costs associated with the acquisition, including attorney's fees and any and all costs associated with court ordered awards. The Developer shall provide a deposit at the time of contract execution to cover the estimated City staff expenses and easement cost for the acquisition. The Developer shall note that separate, additional surety in an amount estimated to cover any potential court ordered awards shall be retained by the City until such time as appeal rights have expired. The additional surety shall be provided prior to the City making an offer for the easement.

- L. The Developer shall submit a LANDXML file as part of both the pond and greenway as-builts, and the master stormwater drainage plan. All data shall be submitted in US Survey Foot units. The units header in LandXML files must have linearunit = "USSurveyFoot". If units are not USSurveyFoot, the data submitted must be corrected and submitted.
- M. The Developer shall submit an implementation plan for all stormwater features used to meet the stormwater management requirements for the plat/project to the City Engineer for review and approval regardless of the source of those requirements (CARPC, WDNR, Plan Commission, MGO 37, etc.). The implementation plan must document the extent of construction required and timing of said construction to allow the site to function in accord with the approval conditions at all times from beginning of construction through completion and final site stabilization. Failure to comply with the approved implementation plan or approved revisions shall constitute sufficient grounds for the City Engineer to issue a stop work order until the matter has been resolved.
- N. A sanitary access road shall be installed to serve sanitary sewer per the plans approved by the City Engineer located in Future CTH AB right of way; currently Luds Court. A concrete apron from Luds Court shall be constructed to the access road.
- O. The Developer shall obtain a Commercial Driveway Permit from Traffic Engineering for all driveway entrances serving the project. The Permit shall be obtained prior to the issuance of plans by the City.
- P. The Developer shall submit a utility connection traffic control plan and schedule to City Traffic Engineering for review and approval for all utility connections required to serve the development. This plan is in addition to the contractor's site logistics traffic control plan and must be approved prior to any utility work taking place within the public right-of-way or on City owned property. City Traffic Engineering shall be invited to attend any pre-construction meeting involving utility connections as a condition of plan approval. Submit plans for review or questions regarding this condition to Jonathan Kollman, 608-266-6526, jkollman@cityofmadison.com and Scott Kerr, 608-266-6536, skerr@cityofmadison.com.
- Q. City owned street tree removals have been reviewed and approved by City Forestry and the Board of Public Works for this project. Tree removal permits will only be issued for those trees that have been approved for removal. Street trees that are requested for removal that were not included in the tree removal approvals for this project must be reviewed and approved by City Forestry and the Board of Public Works prior to issuance of the required tree removal permit and completion of an addendum to this contract.
- R. A tree planting plan shall be approved by Forestry and incorporated in the City's construction plans, as required as part of the final project site plan approval.
- S. The Developer shall assume all risks and responsibility for any construction under this agreement started prior to Certified Survey Map recordation. Security shall be required for staking of the lots and shall be maintained with this contract until all lots in the proposed Certified Survey Map are staked. The City Engineer shall authorize the start of construction only after the Certified Survey Map requirements are satisfactorily completed.
- T. The Developer shall execute a waiver of hearing and notice for assessments for public infrastructure related to this contract. Upon successful completion and close out of this contract the waiver shall be considered null and void. In the case the Developer is unable or unwilling to install the improvements as required the City shall then hire a contractor for the installation of the public infrastructure and assess all lots covered under this contract for said improvements.
- U. The Developer shall be responsible for notification to all adjacent property owners regarding the start of the infrastructure improvements. If any existing roadways are being impacted the Developer shall provide notification to impacted properties as determined by the City. If the properties that receive notification are within the jurisdiction of the County or Town, the Developer shall provide written notification to the respective municipality. All correspondence shall be provided to the City of Madison as well.



**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS  
TO BE ACCEPTED BY THE CITY OF MADISON  
LUDS LN AND FEMRITE DR CSM  
CONTRACT NO. 9481  
PROJECT NO. 14950  
MADISON, WISCONSIN**

IN WITNESS WHEREOF, the parties hereto have set their hand(s) at Madison, Wisconsin.

**DANE COUNTY ADMINISTRATION, DEPT. OF PUBLIC WORKS**

BY: \_\_\_\_\_  
(signature) Date

BY: \_\_\_\_\_  
(signature) Date

\_\_\_\_\_  
(print name and title of person signing)

\_\_\_\_\_  
(print name and title of person signing)

**CITY OF MADISON, WISCONSIN**

Date  
APPROVED AS TO FORM:

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

BY: \_\_\_\_\_  
Michael Haas, City Attorney Date

BY: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk Date

APPROVED:

COUNTERSIGNED:

BY: \_\_\_\_\_  
Eric T. Veum, Risk Manager Date

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