



Bid Waiver Form

Revised 01/2024

Short Description of Goods/Services	Temporary Parking for Dane County Staff During Jail Construction	Total Cost	\$135,000		
Vendor Name	Urban Land Interest	MUNIS #	TBD	Req #	TBD
Purchasing Officer	Pete Patten	Date	2/20/2024		
Department	Public Works	Email	richards.steve@countyofdane.com		
Name	Steve Richards	Phone	608-516-8367		

A VENDOR QUOTE MUST BE ATTACHED TO THE WAIVER FOR APPROVAL

Provide a detailed description of the goods/services intended to be purchased:

Dane County parking garages underneath the Public Safety Building and Courthouse will be rendered inaccessible for the duration of the construction of the South Tower for the Jail Consolidation Project. This will displace all dedicated parking assignments for these two facilities. This bid waiver is for the contract associated with renting 25 parking stalls for select Dane County staff in the Urban Land Interest owned parking facility known as the 25 WM Parking Ramp located at 122 W. Doty St.

The negotiated rate per stall is \$225/month.

$\$225/\text{month}/\text{stall} \times 25 \text{ stalls} \times 24 \text{ months} = \$135,000$

Send to a Purchasing Officer Once Completed



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Procurement Exception List

- Emergency Procurement
- Unique and specific technical qualifications are required
- A special adaptation for a special purpose is required
- A unique or opportune buying condition exists
- Only one vendor possesses the unique and singularly available ability to meet the Department's requirements

Provide a detailed explanation as to why the competitive bidding (RFB/RFP) process cannot be used. Also provide a detailed justification in relation to the Procurement Exception(s) chosen:

25 WM Parking Ramp is the only ramp within close proximity to the Public Safety Building and Courthouse providing features similar to those of Dane County's facilities. Unlike other ramps in the area, this ramp will provide a reasonable degree of security while offering sufficient capacity and accessibility to Dane County facilities for a temporary basis.

Bid Waiver Approval (For Purchasing Use Only)

Under \$44,000 (Controller)

\$44,000+ (Personnel & Finance Committee)

Date Approved:

Send to a Purchasing Officer Once Completed

From: Nick Zinser <nzinser@uli.com>
Sent: Monday, February 19, 2024 3:45 PM
To: Richards, Steve
Cc: Draper, Todd; Francis Balthazor
Subject: RE: Parking documents
Attachments: [Terms and Conditions.pdf](#); [25WM reserved parking.pdf](#)

This Message Is From an External Sender

This message came from outside your organization.

Hi Steve,

The \$225 rate is approved, so long as the county is agreeing to sign a lease for 25 spaces for 2 years.

I've attached a copy of our standard terms and conditions, though it's geared towards our tenants, so some edits may be necessary in this case if you want to have your people take a look at it and let us know. A few of the clauses are already irrelevant given what we discussed, particularly numbers 6 and 11, and the credit card fees listed under 12-14. If you wanted to incorporate this language into the Dane County contract, we can work with modifying it.

Please also find attached a copy of the ramp layout that I had on the clipboard. I've marked the spaces in light Blue that we proposed setting aside for your use.

Let me know if you have any questions,

Urban Land Interests

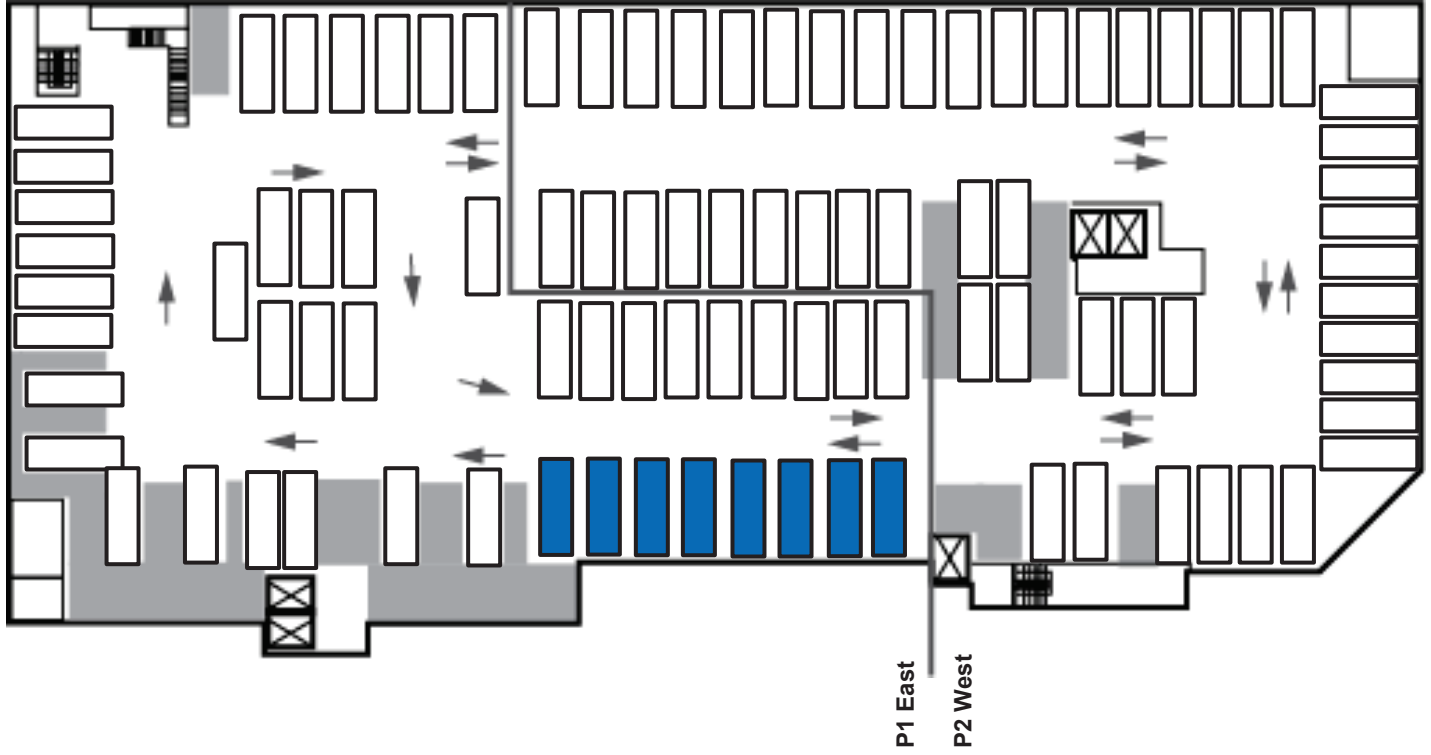
Nicholas Zinser | Parking Administrator

33 East Main St., Suite 251 | Madison, WI 53703
608.251.0706 Office
608.268.7029 Direct
608.251.5572 Fax

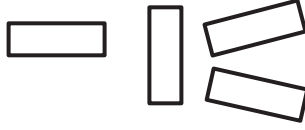
www.uli.com
nzinser@uli.com

1. Parker acknowledges that this parking contract is not assignable and that the access card is non-transferable to any unauthorized persons, and agrees to return the access card to Management immediately when usage ceases.
2. Parking charges (and any applicable taxes) are due in advance without demand on the first business day of each month for that month, and any outstanding amounts are subject to a late fee of \$20.00. If your account is past due by more than 5 days, your monthly parking credential (access card or permit) will be deactivated or invalidated and you must pay the posted daily parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges.
3. Parker acknowledges that the parking rights under this parking contract are on an unassigned, unlabeled and non-exclusive basis and may be restricted to normal business hours. Unless reserved stalls are allowed for under the Parker's employer's office lease.
4. Parker agrees to comply with all posted signs, with directions given by Management, and with all other rules and regulations for use of the parking facility (the "Parking Facility") in effect from time to time. Without limiting the foregoing, Parker acknowledges that no overnight parking is permitted in the Parking Facility without the prior written approval of Management in its sole discretion. Failure to comply may subject Parker to ticketing by the Madison Police Department and/or termination of this parking contract.
5. The parking of unlicensed or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of Urban Land Interests, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited and may result in immediate towing at your expense.
6. Parker agrees not to park in the VISITOR PARKING area.
7. Parker shall have sole responsibility for the protection of Parker's vehicle and any other property located within the Parking Facility, and agrees that Management shall have no responsibility for policing or securing the Parking Facility. Parker waives all claims against Management for damage to, or theft of, Parker's vehicle or other property located in the Parking Facility. Parker agrees to indemnify, defend and hold Management harmless due to the acts or omissions of Parker in the Parking Facility. Nothing in the foregoing shall excuse Management from and against any claims asserted against Management from its own reckless, negligent or willful misconduct.
8. There is a three full month minimum before you may terminate the monthly parking agreement. After three full months, you may terminate the monthly parking agreement upon a full thirty (30) day WRITTEN notice to Urban Land Interests customer service office (please see www.uli.com for the mailing address or email address). Notices not received by the 1st of the month will be effective as of the last day of the next month. There are no mid-month terminations.
9. Management reserves the right to reject this application, or to terminate the parking contract effective immediately upon notice to Parker, if any information requested from Parker is incomplete or found to be inaccurate. No contract shall be deemed to have been created unless and until Management has assigned and issued a parking access card to Parker.

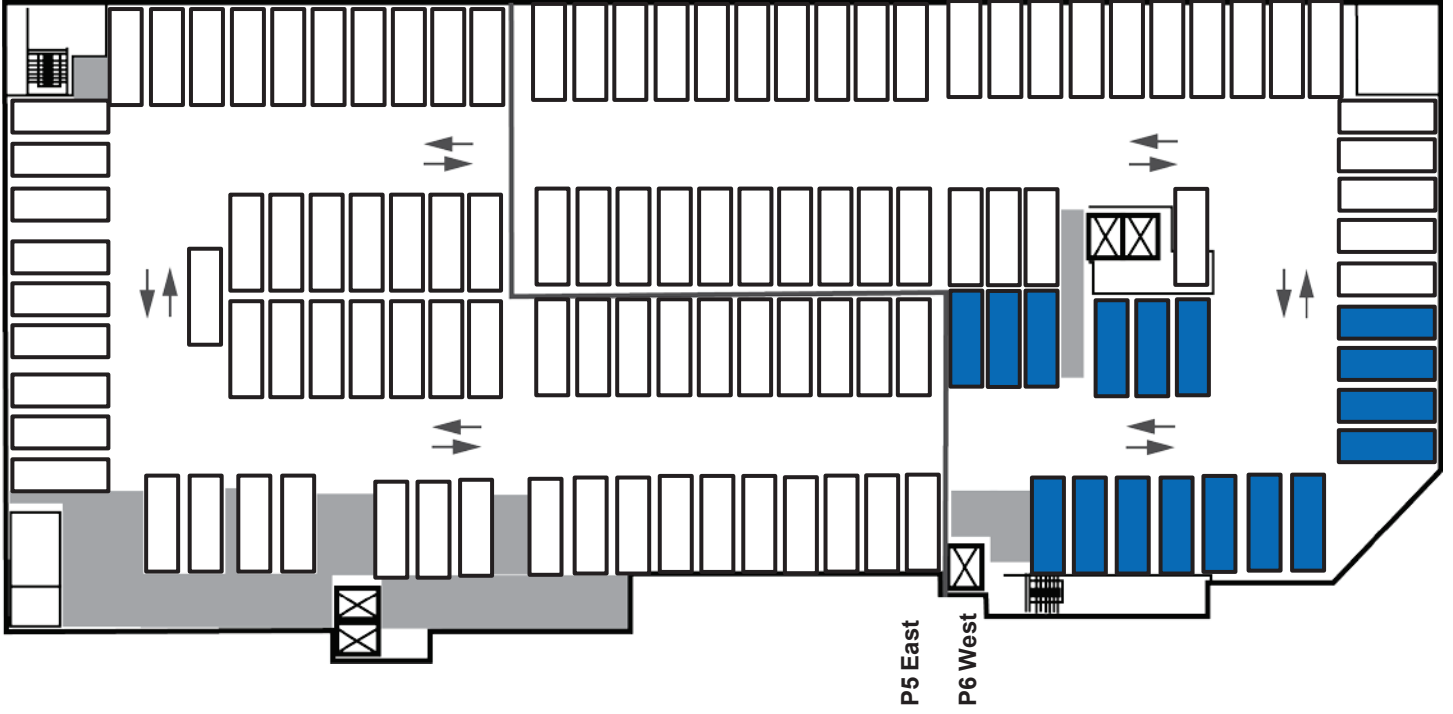
10. If applicable, the Manager reserves the right to relocate reserved parking stalls.
11. If applicable, the parker acknowledges that their employer has a maximum allocation of stalls and that all parking contracts are subject to the related terms of the Parker's employer's office lease.
12. **Additional Fees:**
13. **There is a 3.0% monthly parking surcharge for the each use of a Master Card, Visa and Discover credit card to pay for monthly parking.**
14. **If a credit card payment is rejected for any reason, there will be a \$30.00 fee assessed to the parkers account and the access card or permit will be deactivated until monthly parking and additional fees are paid in full.**
15. A fee of \$20.00 will be charged for late rent payments (five days or more past invoice due date).
16. A fee of \$30.00 will be charged for returned payments due to NSF or closed bank accounts.
17. A \$50 refundable deposit is required for parking transponders at Block 89.
18. Proximity access cards are issued for free at all our locations, damaged access cards will be replaced free of charge if returned to Urban Land Interests. Lost or stolen access cards will require a \$20.00 non-refundable replacement fee.
19. A fee of \$30.00 will be charged for ACH rejections.



0	0	0	0	0	0	8	0	0	0	0	0
						Dane County					



P1 — Reserved Parking
0 reserved spots



	0
	0
	0
	0
	0
	0
	17
Dane County	0
	0
	0
	0
	0
	0

P5 — Reserved Parking
0 reserved spots