

Dane County Contract Cover Sheet

Revised 01/2024

Res 412
significant

Dept./Division	Dane County Waste and Renewables		
Vendor Name	City of Madison Water Utility	MUNIS #	1384
Brief Contract Title/Description	Approving a Cost Sharing Agreement for the Water Transmission Pipeline from Savannah Road to Secret Garden Drive		
Contract Term	through December 31, 2025		
Contract Amount	\$2,000,000.00		

Contract # Admin will assign	15424
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input 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 checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	George Fletcher	Name	Peter Holmgren
Phone #	608-516-3159	Phone #	608-261-5530
Email	fletcher.george@countyofdane.com	Email	PHolmgren@madisonwater.org
Purchasing Officer	Pete Patten		

Purchasing Authority	<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)	RFB/RFP #
	<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	



MUNIS Req.	Req # 1546	Org: SWLNDFLL	Obj: 51041	Proj:	\$ 1,000,000.00
	Year 2024	Org: CPFACMGT	Obj: 51067	Proj:	\$ 1,000,000.00
		Org:	Obj:	Proj:	\$

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.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	412
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2023

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

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2024.03.27 08:14:47 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/27/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, March 27, 2024 8:40 AM
To: Hicklin, Charles; Krohn, Margaret; Gault, David; Patten (Purchasing), Peter; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15424
Attachments: 15424.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 3/27/2024 9:39 AM
	Gault, David	Read: 3/27/2024 8:52 AM	Approve: 3/27/2024 8:53 AM
	Patten (Purchasing), Peter		Approve: 3/27/2024 8:49 AM
	Cotillier, Joshua		Approve: 3/27/2024 9:22 AM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15424

Department: Waste & Renewables

Vendor: City of Madison

Contract Description: IGA for water transmission pipeline from Savannah Road to Secret Garden Drive (Res 412)

Contract Term: 4/1/24 – 12/31/25

Contract Amount: \$2,000,000.00

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.

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2023 RES-412

APPROVING A COST SHARING AGREEMENT FOR THE
WATER TRANSMISSION PIPELINE FROM SAVANNAH ROAD TO SECRET GARDEN DRIVE

Dane County's Department of Waste & Renewables and Department of Administration seek to enter into a Cost Sharing Agreement with the City of Madison for an extension of the City's water transmission pipeline. The water transmission pipeline will extend from Secret Garden Drive, across Highway I39/90, to Savannah Road, located in the City of Madison and Village of McFarland. The project provides an opportunity to extend water utilities to various existing and proposed County facilities for increased fire flow demands and redundancy to existing water transmission pipelines.

The project will be administered as a City of Madison Public Works contract, consisting of the installation of water mains and appurtenances from Secret Garden Drive to Savannah Road, and will include the necessary design, permitting, easements, restorations, and rights of entry along the pipeline route. The project is intended to be designed and constructed between 2024 and 2025.

The costs for the improvements will be allocated as follows:

Solid Waste Fund Related Costs (SWLNDFLL 51041):	\$1,000,000
Capital Projects Fund Costs (CPFACMGT 51067):	\$1,000,000

There are sufficient funds available for this project. The term of borrowing used to support this project will be 10 years.

NOW, THEREFORE, BE IT RESOLVED that an Agreement between Dane County and the City of Madison for the Water Transmission Pipeline project be approved in the amount not to exceed \$2,000,000; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Agreement; and

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Agreement.

**COST SHARING AGREEMENT FOR THE WATER TRANSMISSION PIPELINE
FROM SAVANNAH ROAD TO SECRET GARDEN DRIVE**
Between the City of Madison and Dane County

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”) and the County of Dane, a Wisconsin quasi-municipal corporation (hereinafter referred to as “County”), is effective as of the date by which all parties have signed hereunder.

WITNESSETH:

WHEREAS, Madison and the County (collectively referred to as the “Parties”), have determined that a water transmission pipeline, from Savannah Road to Secret Garden Drive and across Highway I-39/90, located in Madison and the Village of McFarland, is needed to meet increased fire flow demands for the County’s developments along CTH AB (the “Project”), which will require contributions from the Parties; and,

WHEREAS, pursuant to Section 66.0301 Wis. Stats., the Parties now wish to formalize arrangements for the share of the Project’s final costs; and,

WHEREAS, funding is to be accomplished in accordance with past policies of developer-driven water infrastructure buildout.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Scope.** The Project – “I-39/90 Water Pipeline Crossing” – will be administered as a City of Madison Public Works contract, consisting of the installation of water mains and appurtenances from Savannah Road to Secret Garden Drive, and will include the necessary design, permitting, easements, restorations, and rights of entry along the pipeline route. The Project overview plan is contained in the attached Exhibit A which is incorporated herein as though fully stated. Madison will own and maintain all installed infrastructure at the conclusion of the Project.
2. **Schedule.** The Project is intended to be designed and constructed in 2024 and 2025, respectively.
3. **Project Management.** At the request of the Parties, Madison, through the Madison Water Utility, shall manage the Project. Madison will develop Construction Plans and Bidding Documents for review and approval by County prior to bidding the work. The Parties may also select a mutually agreed-upon engineering consultant firm to assist with related work to the Project scope. The Construction Plans and Bidding Documents shall be in a format typical for projects constructed by and for Madison.

4. Cost Sharing and Payment. The total estimated cost of the Project is not to exceed \$2,000,000 without mutual agreement from both Parties. The Parties agree to the following financial participation in the Project as described in the Scope:

- a. County: 100%
- b. Madison: 0%

The County will reimburse Madison, within 60 days of billing, for completed services and construction progress according to the responsibilities stated above. Upon completion of the Project, Madison shall determine the final cost to County based on staff wages, permitting fees, final measured quantities, unit prices for the work, and any other related Project expenses.

5. Non-Discrimination. 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 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.
6. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
7. Authority. Each party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement, and that the person or persons executing this Agreement on its behalf is authorized to do so.
8. Amendment. This Agreement may be amended only by written agreement of the parties.
9. Enforcement. This Agreement shall be governed by the laws of the State of Wisconsin. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of Wisconsin. This Agreement is intended to provide both Parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

10. Waiver. Any waiver by any party to a breach of any term or condition of this Agreement shall not be considered a waiver of any subsequent breach by the party of the same term or any other term or condition of this Agreement.
11. Binding Effect. The Parties have entered into this Agreement under the authority of Wis. Stat. Sec. 66.0301. The Parties agree that this Agreement shall be binding upon both parties, as well as their respective successors and assigns.
12. No Third-Party Beneficiary. This Agreement is intended to be solely between the County and the City. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.
13. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.
14. Titles. The titles to sections, subsections and paragraphs used in this Agreement are for informational purposes only, except where it may be necessary to an understanding of the content of the Agreement.
15. Severability. In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
16. Force Majeure. Neither party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of god, fire, strike, inevitable accident, war, pandemic or other public health emergency, court order or binding determination of a governmental agency.
17. 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.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

FOR THE COUNTY OF DANE

Joe Parisi, County Executive

Date

Scott McDonnell, County Clerk

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES __ - _____, ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.

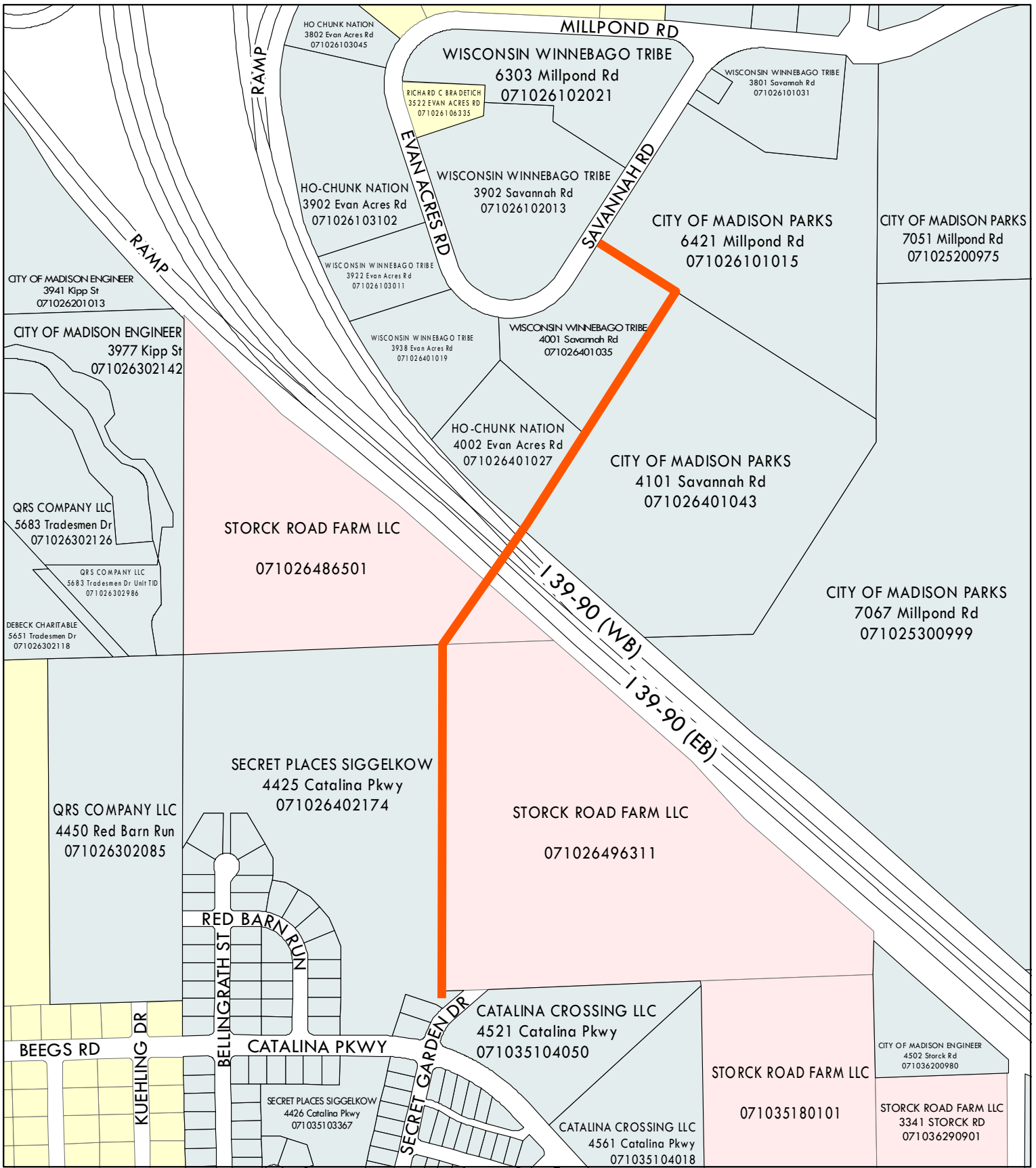
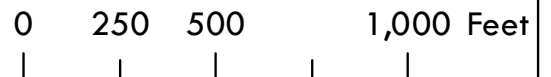


Exhibit A

- Approximate Path
- City of Madison
- Village of McFarland
- Town of Blooming Grove

1 inch = 500 feet



Disclaimer: The City of Madison makes no representation about the accuracy or completeness of these records and in no event shall the City be liable for any damages whatsoever resulting from the use of these records.
Date: 1/23/2024