

Res 498

Dane County Contract Cover Sheet

Dept./Division	Dane County Public Works, Highway & Transportation
Vendor Name	J.H. Findorff & Son Inc.
Vendor MUNIS #	2662
Brief Contract Title/Description	Fen Oak Kitchen Remodel
Contract Term	3/2/20-5/22/20
Total Contract Amount	\$ 73,385.00

Contract # <small>Admin will assign</small>	13947
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 319016
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	CPEXTNSN	Obj Code	58023	Amount	\$ 73,385.00
Req # 1081	Org Code		Obj Code		Amount	\$
Year 2020	Org Code		Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.	
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res # 498
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2019

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2/19/20		
CU	Controller		2/20/20	
PCP	Purchasing	2/20/20	2/20/20	
M	Corporation Counsel	2/20/2020	2/20/20	
SL	Risk Management	2/20/2020	2/20/2020	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Ryan Shore	Name	Jon Koelsch
Phone #	608-266-4475	Phone #	608-729-2136
Email	shore@countyofdane.com	Email	jkoelsch@findorff.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	300 S. Bedford Street Madison, WI 53703

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2.13.2020
	Printed Name	
		

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

AWARD OF CONTRACT FOR FEN OAK KITCHEN REMODEL

The Department of Public Works, Highway and Transportation reports the receipt of bids for Fen Oak Kitchen Remodel at the Lyman F. Anderson Agriculture & Conservation Center, 5201 Fen Oak Drive, Madison, WI, Bid #319016.

A complete tabulation is on file at the Department of Public Works office. The low qualified bidder is:

J.H. Findorff & Son Inc.
300 S. Bedford Street
Madison, WI 53703

Total: \$73,385.00

The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to J.H. Findorff & Son Inc.

There are sufficient funds available for this project. The term of the debt issued to support the project will be five years.

NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to J.H. Findorff & Son Inc. in the amount of \$73,385.00; and

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

BE IT FURTHER RESOLVED that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Contract; and

BE IT FINALLY RESOLVED that the Public Works & Transportation Committee shall approve all change orders to the Contract, subject to submission of change orders to the County Board for approval where the sum involves \$20,000 or more than 10% of the original approved Contract amount, whichever is smaller.

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 13947 Bid No. 319016

Authority: 2019 RES - 498

THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and J.H. Findorff & Son Inc. (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide construction services to update and remodel the UW Extension kitchen at the Lyman F. Anderson Agriculture & Conservation Center, 5201 Fen Oak Drive, Madison, Wisconsin ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 300 S. Bedford Street Madison, WI 53703 is able and willing to construct the Project, in accordance with the Construction Documents;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CONTRACTOR do agree as follows:

1. CONTRACTOR agrees to construct, for the price of \$73,385.00 the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, General Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dorschner Associates (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the [General Conditions of Contract, Conditions of Contract], and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay,

and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

4. NOT USED

5. During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer".

6. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.

7. This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

8. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

9. CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Engineering Division before award of Contract. Subcontractors must be pre-qualified ten (10) business days prior to commencing Work under this Contract.

