

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 338  
Significant

<b>DEPARTMENT</b> Public Works, Highway & Transportation	<b>CONTRACT/ADDENDUM #:</b> <span style="font-size: 1.5em; font-family: cursive;">1203</span>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 80%;">Contract</th> <th style="width: 10%;">Addendum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessee</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Contract	Addendum	↓	If Addendum, please include original contract number	↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessee	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>1/5/2015</u> To: <u>5/15/2015</u>																												
4. Amount of Contract or Addendum <b>\$126,000.00 (see Footnote 1)</b>																												
5. Purpose: Provide Buildings C and D Neighborhoods Remodel at Badger Prairie Health Care Center																												
6. Vendor or Funding Source: <b>Dane County</b>																												
7. MUNIS Vendor Code: <b>18805</b>																												
8. Bid/RFP Number: <b>314001</b>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>BPHCCAPP 57145</u> Amount \$ <u>126,000.00</u> Account No. & Amount, Org. & Obj. _____    Amount \$ _____ Account No. & Amount, Org. & Obj. _____    Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 RES-338 - 10/3/14</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval <i>[Signature]</i> by <i>[Signature]</i>																												

### CONTRACT REVIEW/APPROVALS

Initials	Received	Ftnt	Date In	Date Out
<i>MG</i>	Received		<u>12-3-14</u>	
<i>AT</i>	Controller			<u>12/3/14</u>
<i>[Signature]</i>	Corporation Counsel		<u>12-3-14</u>	<u>12-4-14</u>
<i>[Signature]</i>	Risk Management		<u>12/3/14</u>	<u>12/3/14</u>
<i>[Signature]</i>	ADA Coordinator		<u>12/3/14</u>	<u>12/3/14</u>
<i>PR</i>	Purchasing Agent		<u>12/4/14</u>	<u>12/4/14</u>
_____	County Executive			

### VENDOR

<b>Vendor Name &amp; Address</b> Advanced Building Corporation 3624 Pioneer Road Verona, WI 53593
<b>Contact Person</b> Charles Duncan
<b>Phone No.</b> 608-833-0900
<b>E-mail Address</b> charles@advbldgcorp.com

#### Footnotes:

1. Including Base Bid: \$57,000.00 and Alternate Bid 1: \$69,000.00

2.

<b>Return To:</b> Name/Title: <u>Holly Rasmussen / Clerk-Typist III</u> Dept.: <u>Public Works</u> Phone: <u>266-5953</u> Mail Address: <u>1919 Alliant Energy Center Way</u> E-mail: <u>rasmussen.holly@countyofdane.com</u> <u>Madison, WI</u>
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**County Executive**  
Joseph T. Parisi

# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

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1919 Alliant Energy Center Way • Madison, Wisconsin 53713  
Voice and TDD Phone: (608) 266-4018 • FAX: (608) 267-1533

**Commissioner / Director**  
Gerald J. Mandli, P.E.

## MEMORANDUM

<b>To:</b>	Joe Parisi
<b>From:</b>	Scott Carlson
<b>Date:</b>	December 3, 2014

**Project:** Buildings C and D Neighborhoods Remodel at Badger Prairie Health Care Center

**Amount:** \$126,000.00 (Including Base Bid: \$57,000.00 and Alternate Bid 1: \$69,000.00)

**Vendor:** Advanced Building Corporation

**Acct No.:** BPHCCAPP 57145

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 12203 Bid No. 314001

Authority: 2014 RES - 338

**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 Advanced Building Corporation (hereafter, "CONTRACTOR"), and

WITNESSETH:

**WHEREAS**, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Buildings C & D Neighborhoods Remodel, 1100 East Verona Ave, including Alternate Bid 1 ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 3624 Pioneer Road, Verona, WI 53593 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 **\$126,000.00 (including Base Bid: \$57,000.00 and Alternate Bid 1: \$69,000.00)** 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, 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 Plunkett Raysich Architects, LLP (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 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. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Contract Compliance Office, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.
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 comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.
7. 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.
8. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.
9. 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.
10. 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.
11. 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) days prior to commencing Work under this Contract.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

\*\*\*\*\*

**FOR CONTRACTOR:**

Charles E. Duncan 11/26/2014  
Signature Date

Charles E. Duncan  
Printed or Typed Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.

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This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Assistant Public Works Director.

**FOR COUNTY:**

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

Scott McDonell, County Clerk \_\_\_\_\_  
Date