Dane County Contract Cover Sheet
Revised 01/2025

| Dept./Division | Dane County Dept. of Administration- Public Works Engineering | | | |
|-------------------------------------|---|--|--|--|
| Vendor Name | Masters Building Solutions, Inc. MUNIS # 18045 | | | |
| Brief Contract Title/Description | AWARD OF CONTRACT FOR THE AEC EXHIBITION HALL HVAC CONTROLS UPGRADES AT 1919 ALLIANT ENERGY CENTER WAY, MADISON, WI | | | |
| Contract Term | 05/01/25 - 05/01/26 | | | |
| Contract Amount | \$2,190,485.00 | | | |

| Contract Admin will a | | 15781 | |
|-----------------------|----------------------|------------------|--|
| T | Type of Contract | | |
| | Dane County Contract | | |
| | Intergovernmental | | |
| | County Lessee | | |
| | County Lessor | | |
| | Purch | nase of Property | |

Property Sale

RES 377 SIGNIFICANT

| Contract Amount | \$2,190,485.00 | | | Other Other | | | | | | |
|--|----------------|--|----------------------------|---------------|--|---------------|----------------|-----------------|--------------|--|
| Department Contact Information Vendor Contact Information | | | | | | | | | | |
| Department | Contact | | | | ontact Info | | 17 1 | | | |
| Name | Todd Draper | | | Name | Brant Kasbohm | | | | | |
| Phone # | | 608.267 | | Phone # | | | 275.70 | | | |
| Email | | Draper.Todd@Da | | Email | | bk@ma | stershvac. | com | | |
| Purchasing | Officer | Р | ete Patten | | | | | | | |
| | \$13 | 000 or undo | r – Best Judgment (1 q | uote required | 1) | | | | | |
| | | | – \$45,000 (\$0 – \$25,00 | | <u>, </u> | ntes require | -d) | | | |
| | $\vdash = -$ | | 5,000 Public Works) (F | | , , , | - | RFB/RF | P# | 324052 | |
| Purchasing | | • | 5,000 or under (\$25,000 | | | u) | Tti Diiti | . ,, | 024002 | |
| Authority | | | er \$45,000 (N/A to Public | | ono works) | | | | | |
| | | perative Con | | | | | | | | |
| | | N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | | | | | | | | |
| | 1 | | .coo, morgovormiono | , г торогсу . | u. 0.1.0.07.0 | Julio, Guilo. | | | | |
| | Req # 1411 | | Org: CPAEC | Obj: 573 | 87 | Proj: | | \$ 2,190,485.00 | | |
| MUNIS | | | Org: | Obj: | | Proj: | | \$ | | |
| Req. | Year | 2025 | Org: | Obj: | | Proj: | <u>'</u> j: | | \$ | |
| | | | | | | | | | | |
| Budget Ame | | | | | | | | | | |
| | | | requested via a Funds | | | | | prova | ıl and | |
| — budget a | menamen | t completion, | the department shall up | date the requ | isition in iv | IONIS acco | ordingly. | | | |
| Resolution Contract does not exceed \$100,000 | | | | | | | | | | |
| Required if contract exceeds \$100,000 – resolution required. A copy of the Resolution is attached to the contract cover shape. | | ontract exceeds \$100,000 – resolution required. | | | R | es# | 377 | | | |
| | | ver sheet. | | Y | ear | 2024 | | | | |
| | | | | | | | | | | |
| CONTRACT MODIFICATIONS – Standard Terms and Conditions | | | | | | | | | | |
| ☐ No modific | ations. [| Modification | ons and reviewed by: | | | | ☐ Non- | standa | ard Contract | |
| | | | | | | | | | | |
| Δ | PPROV <i>I</i> | APPROVAL APPROVAL - Contracts Exceeding \$100 000 | | | | | | | | |

| Director of Administr |
|-----------------------|
| Area Brockweyer |
| |

| APPROVAL – Contracts Exceeding \$100,000 | | | |
|--|-------------|--|--|
| Director of Administration Corporation Counsel | | | |
| (Neg Brocksveyer | David Gault | | |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | | |
|--|-----------------|-----------|---|--|
| DOA: | Date In:3/21/25 | Date Out: | Controller, Purchasing, Corp Counsel, Risk Management | |

Goldade, Michelle

From: Goldade, Michelle

Sent: Tuesday, March 25, 2025 11:50 AM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #15781 **Attachments:** 15781.pdf

Recipient Read Response Tracking: Hicklin, Charles Read: 3/25/2025 12:21 PM Approve: 3/25/2025 4:52 PM Patten (Purchasing), Peter Approve: 3/25/2025 12:34 PM Gault, David Read: 3/25/2025 1:07 PM Approve: 3/25/2025 1:08 PM Cotillier, Joshua Approve: 3/25/2025 1:08 PM Stavn, Stephanie Read: 3/25/2025 3:31 PM

Oby, Joe

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

Contract #15781

Department: Public Works

Vendor: Masters Building Solutions

Contract Description: AEC Exhibition Hall HVAC Controls Replacement (Res 377)

Contract Term: 5/1/25 – 5/1/26 Contract Amount: \$2,190,485.00

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: 608/266-4941 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 | 2024 RES-377 |
|------------------|--|
| 2 3 4 5 | AWARD OF CONTRACT FOR THE AEC EXHIBITION HALL HVAC CONTROLS UPGRADES AT 1919 ALLIANT ENERGY CENTER WAY, MADISON, WI |
| 6 7 8 9 | The Department of Administration-Public Works Engineering Division reports the receipt of Bids for AEC Exhibition Hall HVAC Controls Upgrades, 1919 Alliant Energy Center Way, Madison, WI; Project# 324052. |
| 10 11 12 | A complete tabulation is on file at the Department of Administration-Public Works Engineering Division. The low qualified bidder is: |
| 13 | Masters Building Solutions, Inc. |
| 14 | 930 Stewart Street |
| 15 | Madison, WI 53713 |
| 16 | , |
| 17 | Total: \$2,190,485.00 |
| 18 | (Base Bid + Alternate 1 + Alternate 2) |
| 19 | |
| 20 21 | The Public Works staff finds the amount to be reasonable and recommends the Contract be awarded to Masters Building Solutions, Inc. |
| 22 | There are sufficient funds available for this project. The term of the harrowing used to support this |
| 23 24 | There are sufficient funds available for this project. The term of the borrowing used to support this project will be 10 years. |
| 25 | project will be 10 years. |
| 26 | NOW, THEREFORE, BE IT RESOLVED that the Contract be awarded to Masters Building Solutions, |
| 27 | Inc. in the amount of \$2,190,485.00; |
| 28 | 1110. In the amount of ψ2,130,400.00, |
| 29 | BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and |
| 30 | directed to sign the Contract; and |
| 31 | an estea to sign and estatact, and |
| 32 | BE IT FINALLY RESOLVED that the Department of Administration-Public Works Engineering Division |
| 33 | be directed to ensure complete performance of the Contract. |

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

| Contract No15781 | Bid No. | 324052 |
|------------------|---------|--------|
|------------------|---------|--------|

Authority: 2024 RES - 414

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 Masters Building Solutions, 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 Alliant Energy Center Exhibition Hall HVAC Controls Upgrades ("the Project"); and

WHEREAS, CONTRACTOR, whose address is <u>930 Stewart Street</u>, <u>Madison</u>, <u>WI 53713</u> 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 \$2,190,485.00 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, General Conditions of Contract, any and all Addenda, 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 Strang Inc. (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. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by May 1st, 2025. The Work's substantial completion date shall be May 1st, 2026. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the General Conditions of Contract incorporated herein.
- 3. 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, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.
- 4. 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,

Bid No. 324052 rev. 06/2024 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.

- 5. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Specialist in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) business 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 Office of Equity & Inclusion, 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.
- **6.** 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".
- 7. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Specialist 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. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract 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 the parties.
- 9. 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.
- 10. CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.
- 11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This term does not apply to the service of notices 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: | |
|---|--------------------------------|
| Michael Pamell | 19-Man-25 |
| Michael J. Pawelski Chairman/CEO | Date |
| Printed or Typed Name and Title Signature MiCHEL ROBERT PRESIDENT SECRE Printed or Typed Name and Title | 20- MARCH - 25 Date TARY |
| NOTE: If CONTRACTOR is a corporation, Secretary should a Regulations, unincorporated entities are required to provide a Employer Number in order to receive payment for services render | either their Social Security o |
| * * * * * * | |
| This Contract is not valid or effectual for any purpose until approdesignated below, and no work is authorized until the CONTRA proceed by COUNTY'S Public Works Director. | |
| FOR COUNTY: | |
| Melissa Agard, County Executive | Date |
| Scott McDonell, County Clerk | Date |

END OF SECTION

Bid No. 324052 rev. 06/2024