

Dane County Contract Cover Sheet

*Res 316
Significant*

Dept./Division	Public Works, Highway & Transportation
Vendor Name	J.H. Findorff & Son Inc
Vendor MUNIS #	2662
Brief Contract Title/Description	Construction services to build the New Restroom and Concession Area.
Contract Term	June 30 th , 2018
Total Contract Amount	\$ 1,615,006.00

Contract # <small>Admin will assign</small>	13262
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	POS
<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"/> Under \$10,000 – Best Judgment (1 quote required)		
	<input type="checkbox"/> \$10,000 – \$34,999 (\$0 – \$24,999 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> \$35,000 (\$25,000 Public Works) or above (Formal RFB/RFP required)	RFB/RFP #	316048
	<input type="checkbox"/> Bid Waiver – under \$35,000 (\$0 – \$24,999 Public Works)		
	<input type="checkbox"/> Bid Waiver – 35,000 or above (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	CPZOO	Obj Code	57769	Amount	\$ 1,615,006.00
Req #	Org Code		Obj Code		Amount	\$
Year	2017	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 coversheet.						
	<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 #	316
	<input type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.					Year	2017


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	12/7/17		
<i>CH</i>	Controller		12/4/17	<i>make change on page 2 corrected</i>
<i>PCP</i>	Purchasing	12/8/17	12/8/17	
<i>AK</i>	Corporation Counsel	12/7/17	12/7/17	
<i>ARM</i>	Risk Management	12/8/17	12/8/17	<i>950 OK per RM of 12/6/17</i>
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Tyonna Listenbee	Name	Derek Burdick.
Phone #	608-266-5953	Phone #	608-729-2107
Email	Listenbee.Tyonna@countyofdane.com	Email	dburdick@findorff.com
Address	1919 Alliant Energy Center Way	Address	300 S. Bedford Street, Madison, WI 53703

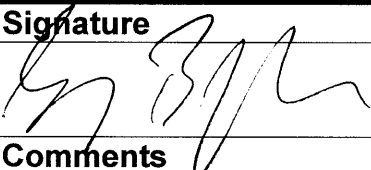
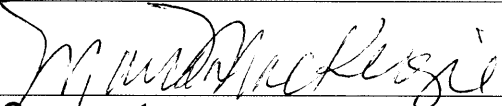
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input checked="" type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		12/08/17
	Printed Name	
	GERALD J. MUNDT	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		12/18/17
	Comments	
Corporation Counsel	Signature	Date
		12-8- 2017
	Comments	
	FOR RISK MGMT	

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 13262 Bid No. 316048

Authority: 2017 RES -316

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 Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide services in order to construct the New Restroom Facility at the Henry Vilas Zoo, including Alternate Bid 1 ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 300 S. Bedford St., 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 \$1,615,006.00 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 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. 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.

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) 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 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 25.13 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. 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.

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 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.

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:


Signature _____ Date 12-12-17
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.

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 _____

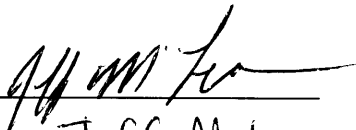
Amendment to Contract
Between
County of Dane and
J.H. Findorff & Son, Inc.

The County of Dane and J.H. Findorff & Son, Inc. hereby agree that the General Conditions of the Contract for Bid No. 316048, New Restroom Facility at the Henry Vilas Zoo (including Alternate Bid 1) Contract shall be amended as follows:


50. INSURANCE

A.3. b). Contractor's Public Liability and Property Damage Insurance shall include Products and Completed Operations, and Contractual Liability under Insurance Contract. ~~“Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect/Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect/Engineer from all damages cause by or as a result of Contractor's operations” and County and Architect/Engineer each shall be listed as additional insured on Contractor's and subcontractor's insurance policies.~~

For J.H. Findorff & Son, Inc.:

Signed: 
Print Name: Jeff McLean
Title: Vice President
Date: 12/7/17

For the County of Dane:

Signed: 
Print Name: DAN LOURDES
Title: DANE CO. RISK MGR
Date: 12/20/17