Dane County Contract Cover Sheet

Res 010

Revised 01/2025								
Dept./Division		Dane County Dept. of Administration- Public Works Engineering			Contract # Admin will assig		5837	
Vendor Name		R&T Voegeli Excavating, LLC MUNIS # 35735			Type of Contract			
Brief Contract Title/Description		Sugar River Wildlife Area Falk Wells North Wetland Restoration				 Dane County Contract Intergovernmental County Lessee County Lessor 		
Contract Term		05/15/25 th			Purchase of Property Property Sale			
Contract Amount		\$99,990.00			Gra	ant her		
Denertment	+ Cont	a at linformatio	-	Vandar Ca	nto of Inf			
	t Cont	act Informatio		Vendor Co	ntact into			
Name		Brandon B		Name		Ryan Vo		
Phone #		608.27	9.8934	Phone #		608.426.	4901	
Email		Braithwaite.Brandor	n@danecounty.gov	Email		rtvexcavating@gmail.com		
Purchasing	Office	er F	Pete Patten					
• • •								
Purchasing Authority \$13,000 or under – Best Judgment (1 quote required) Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required) Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP # 325010 Bid Waiver – \$45,000 or under (\$25,000 or under Public Works) Bid Waiver – Over \$45,000 (N/A to Public Works) Cooperative Contract Contract Name & # N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other								
		N/A - Grants, Le	ases, Intergovernmenta	al, Property P	urchase/S	Sale, Other		
		•	ases, Intergovernment	al, Property P Obj: 5871		Sale, Other Proj:	\$ 99,	990.00
MUNIS	Red	•	Org: CPLWRESC	Obj: 5871		Proj:	• •	990.00
MUNIS Req.		q # 1718	Org: CPLWRESC Org:	Obj: 5871 Obj:		Proj: Proj:	\$	990.00
	Red	q # 1718	Org: CPLWRESC	Obj: 5871		Proj:	• •	990.00
Req.	Red Yea	q # 1718 ar 2025 ent ndment has been	Org: CPLWRESC Org:	Obj: 5871 Obj: Obj: Transfer or Re	12 esolution.	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	
Req. Budget Am A Budget budget a	Red Yea endm et Ame amend	q # 1718 ar 2025 ent ndment has been ment completion	Org: CPLWRESC Org: Org: n requested via a Funds	Obj: 5871 Obj: Obj: Transfer or Re	12 esolution.	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	
Req. Budget Am A Budget budget a Resolution	Red Yea	q # 1718 ar 2025 ent ndment has been ment completion Contract does no	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000	Obj: 5871 Obj: Obj: Transfer or Re odate the requi	12 esolution.	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	l and
Req. Budget Am A Budget budget a	Rec Yea	q # 1718 ar 2025 ent ndment has been ment completion Contract does no	Org: CPLWRESC Org: Org: n requested via a Funds , the department shall up	Obj: 5871 Obj: Obj: Transfer or Re odate the requi	12 esolution.	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	
Req. Budget Am A Budget budget a Resolution Required if	Rec Yea	q # 1718 ar 2025 ent ndment has been ment completion Contract does not Contract exceed	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000	Obj: 5871 Obj: Obj: Transfer or Re date the requi	12 esolution. I isition in M	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	l and
Req. Budget Am A Budget budget a Resolution Required if contract exceed \$100,000	Red Yea endm et Ame amendi	q # 1718 ar 2025 ent ndment has been ment completion Contract does no Contract exceed A copy of the Re	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000 s \$100,000 – resolution r	Obj: 5871 Obj: Obj: Transfer or Re adate the required. equired. e contract cov	esolution. I isition in M ver sheet.	Proj: Proj: Proj: Upon addendun	\$ \$ n approva	l and 2025
Req. Budget Am A Budget budget a Resolution Required if contract exceed \$100,000	Red Yea endm et Ame amend s ls C	ar 2025 ent ndment has been ment completion Contract does no Contract exceed A copy of the Re DIFICATIONS	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000 s \$100,000 – resolution r	Obj: 5871 Obj: Obj: Transfer or Re adate the required. equired. e contract cov	esolution. I isition in M ver sheet.	Proj: Proj: Proj: Upon addendun IUNIS according	\$ \$ n approva	l and 2025
Req. Budget Am A Budget Budget a Resolution Required if contract exceed \$100,000 CONTRAC	Red Yea endm et Ame amend s ls C	ar 2025 ent ndment has been ment completion Contract does no Contract exceed A copy of the Re DIFICATIONS	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000 s \$100,000 – resolution r esolution is attached to th S – Standard Terms	Obj: 5871 Obj: Obj: Transfer or Re adate the required. equired. e contract cov	esolution. I isition in M ver sheet.	Proj: Proj: Proj: Upon addendun IUNIS according	\$ \$ n approva	l and 2025 010
Req. Budget Am A Budge budget a Resolution Required if contract exceed \$100,000 CONTRAC No modifie	Red Yea endm et Ame amend s ls C	q # 1718 ar 2025 ent ndment has been ment completion Contract does not contract exceed A copy of the Remote the Remo	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up ot exceed \$100,000 s \$100,000 – resolution r esolution is attached to th S – Standard Terms ons and reviewed by:	Obj: 5871 Obj: Obj: Transfer or Re adate the required. e contract cover and Cond	esolution. I isition in M ver sheet. itions	Proj: Proj: Proj: Upon addendun IUNIS according	Res # Year	l and 2025 010
Req. Budget Am A Budge budget a Resolution Required if contract exceed \$100,000 CONTRAC No modifie	Red Yea endm et Ame amenda as D ST MO cations	q # 1718 ar 2025 ent ndment has been ment completion Contract does not contract exceed A copy of the Remote the Remo	Org: CPLWRESC Org: Org: Org: n requested via a Funds , the department shall up of exceed \$100,000 s \$100,000 – resolution r esolution is attached to the S – Standard Terms ons and reviewed by: AP	Obj: 5871 Obj: Obj: Transfer or Re adate the required. e contract cover and Cond	esolution. I isition in M ver sheet. itions	Proj: Proj: Proj: Upon addendun IUNIS according	Res # Year	l and 2025 010 ard Contract
Req. Budget Am A Budge budget a Resolution Required if contract exceed \$100,000 CONTRAC No modifie Dept. Head	Red Yea endm et Ame amendu ls CT MO cations APPRC / Autho	q # 1718 ar 2025 ent ndment has been ment completion Contract does not contract does not contract exceed A copy of the Rest DIFICATIONS Modification	Org: CPLWRESC Org: Org: Org: Org: n requested via a Funds , the department shall up of exceed \$100,000 s \$100,000 – resolution r esolution is attached to the S – Standard Terms ons and reviewed by:	Obj: 5871 Obj: Obj: Transfer or Re date the requi equired. e contract cov and Cond	esolution. I isition in M ver sheet. itions	Proj: Proj: Proj: Upon addendun IUNIS according	Res # Year	l and 2025 010 ard Contract
Req. Budget Am A Budget Budget Am A Budget Budget Budg	Red Yea endm et Ame amendu amendu is Cations Cations APPRO / Author	q # 1718 ar 2025 ent	Org: CPLWRESC Org: Org: Org: Org: n requested via a Funds , the department shall up of exceed \$100,000 s \$100,000 – resolution r esolution is attached to the S – Standard Terms ons and reviewed by:	Obj: 5871 Obj: Obj: Transfer or Readate the required. e contract cover and Cond PROVAL – O Administratio	esolution. I isition in M ver sheet. itions	Proj: Proj: Proj: Upon addendun UNIS according	\$ \$ <td< th=""><th>I and 2025 010 ard Contract sel</th></td<>	I and 2025 010 ard Contract sel

Goldade, Michelle

From: Sent: To: Cc: Subject: Attachments:	Goldade, Michelle Thursday, May 1, 2025 3:30 PM Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua Stavn, Stephanie; Oby, Joe Contract #15837 15837.pdf					
Tracking:	Recipient	Read	Response			
	Hicklin, Charles	Read: 5/1/2025 3:42 PM	Approve: 5/1/2025 3:42 PM			
	Patten (Purchasing), Peter	Read: 5/5/2025 8:45 AM	Approve: 5/5/2025 4:16 PM			
	Gault, David	Read: 5/1/2025 3:39 PM	Approve: 5/1/2025 3:41 PM			
	Cotillier, Joshua		Approve: 5/1/2025 3:41 PM			
	Stavn, Stephanie	Read: 5/2/2025 11:29 AM				
	Oby, Joe					

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

Contract #15837 Department: Public Works Vendor: R&T Voegeli Excavating LLC Contract Description: Sugar River Wildlife Area Falk Wells North Wetland Restoration (Res 010) Contract Term: 5/15/25 – 6/1/26 Contract Amount: \$99,990.00

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: 608/266-4945 TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

1	2025 RES-010
2 3 4 5	AWARD OF CONTRACT FOR THE SUGAR RIVER WILDLIFE AREA FALK WELLS NORTH WETLAND RESTORATION AT 7045 SUNSET DRIVE, VERONA, WI
6 7 8 9	The Department of Administration-Public Works Engineering Division reports the receipt of Bids for Sugar River Wildlife Area Falk Wells North Wetland Restoration, 7045 Sunset Drive, Verona, WI; Project# 325010.
10 11 12	A complete tabulation is on file at the Department of Administration-Public Works Engineering Division. The low qualified bidder is:
13 14 15	R&T Voegeli Excavating, LLC 1446 Mansion Drive Monroe, WI 53566
16 17	Total: \$99,990.00
18 19 20 21	The Public Works staff finds the amount to be reasonable and recommends the Contract be awarded to R&T Voegeli Excavating, LLC.
21 22 23 24	The budget for this project is insufficient to cover the cost. This resolution transfers funds within the capital budget to provide adequate funding. The term of the borrowing used to support this project will be 5 years.
24 25 26 27	NOW, THEREFORE, BE IT RESOLVED that the Contract be awarded to R&T Voegeli Excavating, LLC in the amount of \$99,990.00;
28 29 30 31	BE IT FURTHER RESOLVED that account CPLWRESC 58710 'SUGAR RIVER CONNECTOR TRAIL' be decreased by \$67,452.88, and account CPLWRESC 58712 'SUGAR RIVER NRA DEVELOPMENT' be increased by \$67,452.88; and
32 33 34	BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Contract; and
34 35 36	BE IT FINALLY RESOLVED that the Department of Administration-Public Works Engineering Division be directed to ensure complete performance of the Contract.

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 325010 _____

Authority: 2025 RES - 010

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 <u>R&T Voegeli Excavating, LLC</u> (hereafter, "CONTRACTOR"), and

WITN ESSETH:

WHEREAS, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Sugar River Wildlife Area Falk Wells North Wetland Restoration ("the Project"); and

WHEREAS, CONTRACTOR, whose address is <u>1446 Mansion Drive</u>, <u>Monroe</u>, <u>WI 53566</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 <u>\$99,990.00</u> 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, Quote], 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 <u>Ducks Unlimited, Great Lakes/Atlantic Regional Office</u> (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 <u>May 15, 2025</u>. The Work's substantial completion date shall be <u>June 1, 2026</u>. 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, 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:

1-8-2025 Signature President Printed or Ty d Name and Title mature Secretari

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 Public Works Director.

FOR COUNTY:

Melissa Agard, County Executive

Printed or Typed Name and Title

Scott McDonell, County Clerk

END OF SECTION

Date

Date