

Res412

## Dane County Contract Cover Sheet

<b>Dept./Division</b>	Public Works
<b>Vendor Name</b>	Custom Manufacturing Inc.
<b>Vendor MUNIS #</b>	1761
<b>Brief Contract Title/Description</b>	Pedestrian Bridge-Badger Mill Creek & Badger Prairie County Park
<b>Contract Term</b>	February 27, 2018 to May 1, 2018
<b>Total Contract Amount</b>	\$ 52,200.00

<b>Contract #</b> <small>Admin will assign</small>	13310
<b>Addendum</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Contract</b>	
<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

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$10,000 or under – Best Judgment</b> (1 quote required)		
	<input type="checkbox"/> <b>Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)		
	<input checked="" type="checkbox"/> <b>Over \$35,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	<b>RFB/RFP #</b>	317046
	<input type="checkbox"/> <b>Bid Waiver – \$35,000 or under</b> (\$25,000 or under Public Works)		
	<input type="checkbox"/> <b>Bid Waiver – Over \$35,000</b> (N/A to Public Works)		
	<input type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>		

MUNIS Req.	Org Code	LEWSLUNY	Obj Code	58036	Amount	\$ 52,200.00
Req #	924	Org Code	Obj Code		Amount	\$
Year	2018	Org Code	Obj Code		Amount	\$

<b>Resolution</b>	<b>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.</b>				
	<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.	<b>Res #</b>	412		
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	<b>Year</b>	2017		

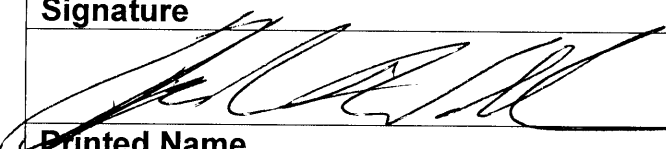
<b>Domestic Partner</b>	Does Domestic Partner Equal Benefits Requirement Apply?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MS	Received by DOA	2-2-18		
	Controller		2/6/18	
PCP	Purchasing	2/7/18	2/7/18	
	Corporation Counsel	2/7/18	2/7/18	
	Risk Management	2/6/18	2/6/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Ryan Shore	<b>Name</b>	Tina Forrest
<b>Phone #</b>	608-266-4475	<b>Phone #</b>	608-676-2282
<b>Email</b>	shore@countyofdane.com	<b>Email</b>	custom@inwave.com
<b>Address</b>	1919 Alliant Energy Center Way	<b>Address</b>	606 Delco Dr., P.O. Box 279

<b>Certification:</b> 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. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

### Contract Cover Sheet Signature

<b>Department Approval of Contract</b>		
<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		
	<b>Printed Name</b>	
	John Welch	
		2/1/18

### Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
	<b>Comments</b>	

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 13310 Bid No. 317046

Authority: 2017 RES - 417

**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 Custom Manufacturing 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 Pedestrian Bridge – Badger Mill Creek & Badger Prairie County Park ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 606 Delco Drive, P.O. Box 279, Clinton, WI 53525 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 \$52,200.00 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 Dane County Public Works Engineering Division\_ (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) 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 Lavonne Tiffany Date 1-26-18  
Printed or Typed Name and Title Lavonne Tiffany, Pres

Signature Tina Forrest Date 1-26-18  
Printed or Typed Name and Title Tina Forrest, General Manager

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 \_\_\_\_\_