# Dane County Contract Cover Sheet Revised 01/2024

Res 313 significant

Dept./Division	<b>Dane</b>	e County Depa	artment of Admini	stration-Public \	Works En	gineering	Contra Admin wi		1	5309
Vendor Name Hill Electric, Inc.			MUN	IIS#	3279	•	Type of	Cont	ract	
Brief Contract Title/Descripti Contract Ter	ct GEN ion DEP	AWARD OF CONTRACT FOR THE CNG EMERGENCY GENERATOR CONNECTION AT THE HIGHWAY DEPARTMENT EAST DISTRICT CAMPUS, MCFARLAND, WI  4/15/24-10/11/24					Dane County Contract Intergovernmental County Lessee County Lessor Purchase of Property Property Sale			
Contract \$103,460.00								Grant Other		iic
Department Contact InformationNameRyan ShorePhone #608-445-0109Emailshore@countyofdane.comPurchasing OfficerPete Patte				N Ph	ndor Co lame lone # lmail	ontact Inf	Formation Aaron Ramberq 608-256-2983 aramberg@hillelectricinc.com			
Purchasing Authority    Sid Waiver - State   S										
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# Goldade, Michelle

From: Goldade, Michelle

**Sent:** Tuesday, January 23, 2024 2:44 PM **To:** Patten (Purchasing), Peter; Gault, David

**Cc:** Stavn, Stephanie; Oby, Joe

**Subject:** Contract #15309 **Attachments:** 15309.pdf

Tracking: Recipient Read Response

Patten (Purchasing), Peter Approve: 1/23/2024 3:26 PM Gault, David Approve: 1/24/2024 11:04 AM

 Stavn, Stephanie
 Read: 1/24/2024 11:03 AM

 Oby, Joe
 Read: 1/23/2024 3:38 PM

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

Contract #15309

Department: Public Works

Vendor: Hill Electric

Contract Description: Contract for CNG Emergency Generator Connection at East District Campus (Res 313)

Contract Term: 4/1/24 – 10/11/24 Contract Amount: \$103,460.00

## 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: 608/266-4425 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.

# Goldade, Michelle

From: Hicklin, Charles

Sent: Wednesday, January 24, 2024 9:19 AM

**To:** Goldade, Michelle

**Subject:** Approve: Contract #15309

1 2023 RES-313 2 3 AWARD OF CONTRACT FOR THE CNG EMERGENCY GENERATOR CONNECTION AT 4 THE HIGHWAY DEPARTMENT EAST DISTRICT CAMPUS, MCFARLAND, WI 5 6 The Department of Administration - Public Works Engineering Division reports the receipt of 7 bids for the CNG Emergency Generator Connection at the Highway Department East District Campus, 7625 Luds Lane, McFarland, WI, Public Works Bid No. 323043. 8 9 10 A complete tabulation is on file at the Public Works Office. The low qualified bidder is: 11 12 Hill Electric, Inc. 13 1513 Emil Street 14 Madison, WI 53713 15 16 Total: \$ 103,460.00 17 18 The Department of Administration - Public Works Engineering Division staff finds the amount to 19 be reasonable and recommends the Contract be awarded to Hill Electric, Inc. 20 21 There are sufficient funds available for this project. 22 23 NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to Hill Electric, Inc. in the 24 amount of \$103,460.00; and 25 BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized 26 27 and directed to sign the Contract; and 28 29 BE IT FINALLY RESOLVED that the Department of Administration - Public Works Engineering 30 Division be directed to ensure complete performance of the Contract. 31

### COUNTY OF DANE

### PUBLIC WORKS CONSTRUCTION CONTRACT

Bid No. 323043

		2101 101 2200 12	
Authority: 20	23 RES - 313		

**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 HILL ELECTRIC, 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 Highway Department East District Campus CNG Emergency Generator Connection ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 1513 Emil Street, Madison, WI 53713 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 \$\\_103,460.00\$ 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, 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 \( \text{JDR Engineering} \) (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>APRIL 15, 2024</u>. The Work's substantial completion date shall be <u>OCTOBER 11, 2024</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

Contract No.

15309

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:	
Signature 1	1-17-24 Date
Printed or Typed Name and Title (JEO	Date
JICO	1.17.24
Signature  John Cushin - CFO  Printed or Typed Name and Title	Date
NOTE: If CONTRACTOR is a corporation, Secretary should attes Regulations, unincorporated entities are required to provide either the Employer Number in order to receive payment for services rendere  ******  This Contract is not valid or effectual for any purpose until approve designated below, and no work is authorized until the CONTRACT	heir Social Security or d.  d by the appropriate authority
proceed by COUNTY'S Public Works Director.  FOR COUNTY:	C
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date
END OF SECTION	1

Bid No. 323043 rev. 08/23