

# Dane County Contract Cover Sheet

Revised 01/2022

RES 433  
SIGNIFICANT

<b>Dept./Division</b>	Dane County Department of Administration-Public Works Engineering Division		
<b>Vendor Name</b>	Michels Construction, Inc.	<b>MUNIS #</b>	30713
<b>Brief Contract Title/Description</b>	AWARD OF CONTRACT FOR YAHARA RIVER FLOW ENHANCEMENT-PH.2 AT LAFOLLETTE DAM TO COUNTY HIGHWAY B (REBID)		
<b>Contract Term</b>	5/16/22-10/1/23		
<b>Contract Amount</b>	\$3,998,441.00		

<b>Contract #</b> Admin will assign	14706
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Ryan Shore	<b>Name</b>	Mark Petersen
<b>Phone #</b>	608-445-0109	<b>Phone #</b>	920-924-4300
<b>Email</b>	shore@countyofdane.com	<b>Email</b>	mpetersen@michels.us
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 321027
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b> 1405	<b>Org:</b> CPLWRESC	<b>Obj:</b> 59032	<b>Proj:</b>	\$ 3,998,441.00
	<b>Year</b> 2022	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Res #</b> 433
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Draper, Todd	Digitally signed by Draper, Todd Date: 2022.04.05 16:31:19 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 4/5/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, April 8, 2022 11:22 AM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14706  
**Attachments:** 14706.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 4/8/2022 2:04 PM	Approve: 4/8/2022 2:04 PM
	Patten (Purchasing), Peter		Approve: 4/8/2022 11:29 AM
	Gault, David	Read: 4/8/2022 11:25 AM	Approve: 4/8/2022 11:26 AM
	Lowndes, Daniel	Read: 4/8/2022 11:39 AM	Approve: 4/8/2022 12:41 PM
	Stavn, Stephanie	Read: 4/8/2022 12:49 PM	
	Oby, Joe		

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

Contract #14706  
Department: Public Works  
Vendor: Michels Construction  
Contract Description: Contract for Yahara River Flow Enhancement-Ph 2 at LaFollette Dam to CTH B (Res 433)  
Contract Term: 5/16/22 – 10/1/23  
Contract Amount: \$3,998,441.00

### *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 in accordance with COVID 19 response guidelines.

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2  
3 **2021 RES-433**

4 AWARD OF CONTRACT FOR YAHARA RIVER FLOW ENHANCEMENT-PH.2 AT  
5 LAFOLLETTE DAM TO COUNTY HIGHWAY B (REBID)

6 The Department of Administration-Public Works Engineering Division reports the receipt of bids  
7 for Yahara River Flow Enhancement-Ph. 2 at Lafollette Dam to County Highway B, Town of  
8 Pleasant Springs, WI Bid #321027.

9  
10 A complete tabulation is on file at the Department of Public Works office. The low qualified  
11 bidder is:

12 Michels Construction, Inc.  
13 817 Main Street  
14 Brownsville, WI 53006

15  
16  
17 Total: \$3,998,441.00

18  
19 The Public Works staff finds the amount to be reasonable and recommends the bid be awarded  
20 to Michels Construction, Inc.

21  
22 There are sufficient funds available for this project. The term of the borrowing used to support  
23 this project will be 10 years.

24  
25 **NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to Michels Construction,  
26 Inc., in the amount of \$3,998,441.00; and

27  
28 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized  
29 and directed to sign the Contract; and

30  
31 **BE IT FURTHER RESOLVED** that the Department of Administration-Public Works Engineering  
32 Division be directed to ensure complete performance of the Contract; and

33  
34 **BE IT FINALLY RESOLVED** that the Public Works & Transportation Committee shall approve  
35 all change orders to the Contract, subject to submission of change orders to the County Board  
36 for approval where the sum involves \$20,000 or more than 10% of the original approved  
37 Contract amount, whichever is smaller.

**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. 14706 Bid No. 321027 (Rebid)

Authority: 2021 RES - 433

**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 MICHELS CONSTRUCTION, 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 dredging of the Yahara River from LaFollette Dam to County Highway B ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 817 Main St., Brownsville, WI 53006 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 \$ 3,998,441.00 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 Dane County Land & Water Resources Department (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 16, 2022 . The Work's substantial completion date shall be October 1, 2023 . 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:**

*Luke A. Plossl* 3-28-22  
Signature Date  
Luke Plossl - general manager of marine ops  
Printed or Typed Name and Title

*Elizabeth Michels* 3/28/2022  
Signature Date  
Elizabeth Michels  
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.

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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 Public Works Director.

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

\_\_\_\_\_  
Scott McDonell, County Clerk Date