

# Contract Cover Sheet

**Note: Shaded areas are for County Executive review.**

Department <b>PWH&amp;T - Solid Waste Division</b>	Contract/Addendum #: <b>13124</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>July 31, 2017 - September 29, 2017</b>																					
4. Amount of Contract or Addendum: <b>\$74,800.00</b>																					
5. Purpose: <b>Award for RFB 316055 - Electrical Work for Generator Building at Dane County Landfill Site #1 (Verona).</b>																					
6. Vendor or Funding Source: <b>NEXT Electric, Inc.</b>																					
7. MUNIS Vendor Code: 24483																					
8. Bid/RFP Number: RFB 316055																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>SWMETHGO 57935 - Natural Gas Mixer-Verona</u> Amount \$ <u>74,800.00</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>1671 - 2017</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-075</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval:																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<u>MJ</u> Received	_____	_____	_____	NEXT Electric, Inc.
<u>AS</u> Controller	_____	_____	<u>5/31/17</u>	Contact Person
<u>AD</u> Corporation Counsel	_____	<u>5-31-17</u>	<u>6/1/17</u>	Scott Schoen
<u>DL</u> Risk Management	_____	<u>5/31/17</u>	<u>5/31/17</u>	Phone No.
<u>PCP</u> Purchasing	_____	<u>6/1/17</u>	<u>6/1/17</u>	(262) 402-7969
_____ County Executive	_____	_____	_____	E-mail Address
				scott.schoen@nextelectricinc.com

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Ali Hackner Phone: 608.514.2319 E-mail Address: Hackner.Allison@countyofdane.com	<b>Dept.:</b> DCPW - Solid Waste Division <b>Mail Address:</b> 1919 Alliant Energy Center Way Madison, WI 53713
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## Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Print Name: \_\_\_\_\_

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
*Comments:*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
*Comments:*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 13124 Bid No. 316055

Authority: 2017 RES - 075

**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 NEXT Electric, 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 Electrical Work for Generator Building at Dane County Landfill Site #1 ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 1121 Marlin Court, Waukesha, WI 53186 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 \$74,800.00 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 AC Engineers (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. Construction Timeline**

Contract Dates: The Work will be substantially completed on or before September 22, 2017, and completed and ready for final payment on or before September 29, 2017. During that specified time frame, COUNTY will require four (4) weeks or twenty (20) consecutive business days for equipment relocation and gas piping installation. During that time, CONTRACTOR shall not be permitted on-site.

Liquidated Damages: Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
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 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.
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 comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.
8. 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.
9. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions

of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

**10.** 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.

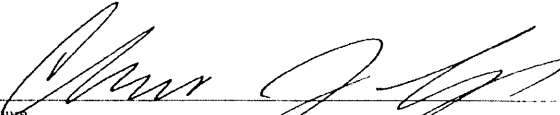
**11.** The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

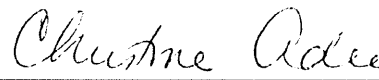
**12.** CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Engineering Division before award of Contract. Subcontractors must be pre-qualified ten (10) business days prior to commencing Work under this Contract.

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:**

 5/25/17  
Signature Date  
Christopher J. Surges, President  
Printed or Typed Name and Title

 5/25/17  
Signature Date  
Christine Adee VP Finance  
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