

# CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 190  
Significant*

DEPARTMENT <b>Dane County Department of Public Works</b>	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">12516</div>																											
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: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<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: From: <u>9/15/15</u> To: <u>11/30/15</u>																												
4. Amount of Contract or Addendum <b>\$119,400.00</b>																												
5. Purpose: Paoli Snowmobile Bridge - State Corridor #38 over the Sugar River. Replacement of Existing Bridge.																												
6. Vendor or Funding Source: <b>Custom Manuf. Co., Inc. / Funding: State of WI-DNR</b>																												
7. MUNIS Vendor Code: <b>1761</b>																												
8. Bid/RFP Number: <b>315038</b>																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" 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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>CPLWRESC / 51482</u> Amount \$ <u>119,400.00</u> Account No. & Amount, Org. & Obj. _____      Amount \$ _____ Account No. & Amount, Org. & Obj. _____      Amount \$ _____																												
12. 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>2015 RES-190</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
14. Director's Approval:																												

### CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
Received	_____	<u>8-18-15</u>	_____
Controller	_____	_____	<u>8/18/15</u>
Corporation Counsel	_____	<u>8/18/15</u>	<u>8/18/15</u>
<input checked="" type="checkbox"/> Risk Management	_____	<u>8/18/15</u>	<u>8/19/15</u>
<input checked="" type="checkbox"/> ADA Coordinator	1	<u>8/18/15</u>	<u>8/19/15</u>
Purchasing Agent	_____	<u>8/19/15</u>	<u>8/19/15</u>
_____ County Executive	_____	_____	_____

### VENDOR

Vendor Name & Address Custom Manufacturing Co, Inc. 606 Celco Dr., Clinton, WI 53525
Contact Person Tina Forrest
Phone No. 608.676-2282
E-mail Address custom@inwave.com

**Footnotes:**

1. *Not a pedestrian bridge*
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>J. Eric Urtes</u> Dept.: <u>Public Works</u> Phone: <u>266-4798</u> Mail Address: <u>1919 Alliant Energy Center Way</u> E-mail: <u>urtes.eric@countyofdane.com</u> <u>Madison, WI 53713</u>
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AWARD OF CONTRACT FOR  
PAOLI SNOWMOBILE BRIDGE – STATE CORRIDOR #38

The Department of Public Works, Highway & Transportation reports the receipt of bids for the Paoli Snowmobile Bridge – State Corridor #38 (RFB No. 315038).

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

Custom Manufacturing, Inc.

606 Delco Drive (P.O. Box 279)

Clinton, WI 53525

Total: \$119,400.00

The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to Custom Manufacturing, Inc.

The project is funded by a State of Wisconsin Department of Natural Resources Grant.

NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to Custom Manufacturing, Inc. in the amount of \$119,400.00 and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Contract; and

BE IT FURTHER RESOLVED that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Contract; and

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. 12516 Bid No. 315038

Authority: 2015 RES - 190

**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 a 100- foot clear-span steel bridge over the Sugar River, Paoli Snowmobile Bridge – State Corridor #38 ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 606 Delco Dr, 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 \$119,400.00 the Project and at the CONTRACTOR'S own proper cost and expense to design and 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, which include all maps, plats, drawings and printed or written explanatory matter thereof, and the specifications as included in the RFB Bid Package 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. 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) 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 25.016 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. 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.

9. 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.

10. 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.

11. 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) 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:**

*Layanne Tiffany* 8-17-15  
Signature Date  
LAYANNE TIFFANY Pres  
Printed or Typed Name and Title

*Tina Forrest* 8-17-15  
Signature Date  
Tina Forrest General Manager  
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 Assistant Public Works Director.

**FOR COUNTY:**

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

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