Dane County Contract Cover Sheet RES 186 Significant

Dept./Division		Dane County Public Works						Contra Admin will a		•	14115		
Vendor Name		JH Findorff & Son, Inc.						Addend	lum		Yes		No
Vendor MUNIS #		2662	2662					Type of Contract					
Brief Contract Title/Description		Dane County Jail Consolidation Cou Electrical Vault Relocation				rthouse				Gran Cour	County t nty Less nty Less	ee	act
Contract Term		9/18/2020-	9/18/2020-1/4/2021							Inter	governi hase of	nental	
Total Contract Amount		\$ 976,000	\$ 976,000								erty Sal		
		\$10,000	or under – Be	ost lud	lamen	t (1 guote r	equire.	4)					
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			■ Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)  ■ Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)  ■ RFB/RFP # 320012										
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Autr	nority	=	Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)										
		=	Bid Waiver - Over \$36,000 (N/A to Public Works)										
		N/A – Gr	ants, Leases	, Interg	govern	mental, Pr	operty	Purchase	/Sale, O	ther			
MUNIS	S Req.	Org Code CPSHRF Ob		Obj	Code 57037		Amount		\$ 976	,000.0	00		
Req # 2224 Org Code			,		Code	0.00.		Amount		\$			
IXCY #									·				
Year	2020	Org Code			Obj	Code			Amou	nt	\$		
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1919 Alliant Energy Center Way Madison, WI 53713

**Address** 

300 S. Bedford Street

Madison, WI 53703

**Address** 

	ification: attached contract is a:
$\boxtimes$	Dane County Contract without any modifications.
	Dane County Contract with modifications.  The modifications have been reviewed by:
	Non-standard contract.

**Contract Cover Sheet Signature** 

Department Approval of Contract				
	Signature	Date		
Dept. Head / Authorized	Printed Name			
Designee	Todd Draper			
Designee	Todd Draper			

# Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

	Signature	Date
Director of	Greg Brockmeyer	9/9/20
Administration	Comments	
		_
	Signature	Date
	Signature	Date
Corporation	Carlos Pabellon	9/3/20
Corporation Counsel		
Corporation Counsel	Carlos Pabellon	
	Carlos Pabellon	

## Goldade, Michelle

From: Goldade, Michelle

**Sent:** Thursday, September 3, 2020 1:51 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Pabellon, Carlos; Lowndes, Daniel

Cc:Stavn, StephanieSubject:Contract #14115Attachments:14115.pdf

Tracking: Recipient Read Response

 Hicklin, Charles
 Read: 9/3/2020 1:55 PM
 Approve: 9/3/2020 1:55 PM

 Patten (Purchasing), Peter
 Approve: 9/3/2020 2:38 PM

 Pabellon, Carlos
 Read: 9/3/2020 1:51 PM
 Approve: 9/3/2020 1:57 PM

Approve: 9/4/2020 2:38 PM

Read: 9/3/2020 2:17 PM

Stavn, Stephanie Read: 9/3/2020 2:43 PM

Contract #14115

Department: Public Works

Vendor: JH Findorff

Contract Description: Jail Consolidation Courthouse Electrical Vault Relocation (Res 186(

Lowndes, Daniel

Contract Term: 7/27/20 – 1/4/21 Contract Amount: \$976,000

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

Thanks much, Michelle

# Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 362, 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

1	2020 RES-186
2 3 4	AWARD OF CONTRACT FOR COURTHOUSE ELECTRICAL VAULT RELOCATION
5 6 7	The Department of Public Works, Highway and Transportation reports the receipt of bids for the Courthouse Electrical Vault Relocation, 215 S. Hamilton Road, Madison, WI, Bid #320012.
8 9	A complete tabulation is on file at the Department of Public Works office. The low qualified bidder is:
10 11 12 13 14	J.H. Findorff & Son, Inc. 300 S. Bedford Street Madison, WI 53703
15	Total: \$976,000.00
16 17 18 19	The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to J.H. Findorff & Son, Inc.
20 21 22	There are sufficient funds available for this project. The term of the borrowing used to support this project will be 10 years.
22 23 24 25	<b>NOW, THEREFORE, BE IT RESOLVED</b> that a Contract be awarded to J.H. Findorff & Son, Inc. in the amount of \$976,000.00; and
26 27 28	<b>BE IT FURTHER RESOLVED</b> that the County Executive and the County Clerk be authorized and directed to sign the Contract; and
29 30 31	<b>BE IT FURTHER RESOLVED</b> that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Contract; and
32 33 34 35	<b>BE IT FINALLY RESOLVED</b> 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

14115

Contract No Bid No. <u>320012</u>
2020
Authority: <del>2019</del> RES - <u>186</u>
THIS CONTRACT, made and entered into as of the date by which authorized representatives both parties have affixed their signatures, by and between the County of Dane (hereafter referre to as "COUNTY") and J.H. Findorff & Son Inc (hereafter, "CONTRACTOR"), and
WITNESSETH:
WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR install Dane County Jail Consolidation Courthouse Electrical Vault Relocation ("the Project"); and
WHEREAS, CONTRACTOR, whose address is 300 S. Bedford Street, Madison, WI 53703
is able and willing to construct the Project
in accordance with the Construction Documents;
<b>NOW, THEREFORE</b> , 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 \$_976,000 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 service 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 Mead & Hunt
(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. 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

Bid No. 320012 rev. 01/2020 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 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.
- **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 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.
- 7. 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.
- 8. 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.
- 9. CONTRACTOR and subcontractors must be qualified as, or apply to be a Best Value Contractor with Dane County Public Works Engineering Division before Bid Due Date. All contractors must be qualified as a Best Value Contractor to perform any 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 The Course F. V.P.	8 28 2020 Date
Printed or Typed Name and Title	
72-0	8/29/2020
Signature Ren Pechan, Secretory & Transver	Date
Printed or Typed Name and Title	
NOTE: If CONTRACTOR is a corporation, Secretary should attest Regulations, unincorporated entities are required to provide either to Employer Number in order to receive payment for services rendered	heir Social Security or
****	
This Contract is not valid or effectual for any purpose until approve designated below, and no work is authorized until the CONTRACT proceed by COUNTY'S Deputy Public Works Director.	
FOR COUNTY:	
Joseph T. Parisi, County Executive	Date
Scott McDonell, County Clerk	Date

Public Works Construction Contract 00 52 96 - 4