Dane County Contract Cover Sheet Revised 06/2021

Res 084 Significant

Dept./Division	Dane County Public Works				r act # vill assign	14410
Vendor Name	Wolf Paving & Excavating of Madison, Inc. MUNIS # 8924				Type of Contract	
Brief Contract Title/Description	AWARD OF CONTRACT FOR HUMAN SERVICES PARKING LOT RECONSTRUCTION				Interg	County Contract governmental ty Lessee
Contract Term	8/16/21-9/17/21	AT THE NORTHPORT OFFICE			Purch	ty Lessor nase of Property
Contract Amount	\$ 228,119.00				Prope Grant Other	

Departme	nt Contact Information	Vendor Contact Information		
Name	Steve Richards	Name	Darren Bosshard	
Phone #	608-516-8367	Phone #	608-249-7931	
Email	richards.steve@countyofdane.com	Email	darren.bosshard@wolfpaving.com	
Purchasin	g Officer			

	Standard Standard Standard (1 quote required)					
	Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)					
Purchasing	Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	321011			
Authority	Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)					
	Bid Waiver – Over \$37,000 (N/A to Public Works)					
	N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other					

MUNIS Req.	Reg #	2037	Org: CPFACMGT	Obj: 58031	Proj:	\$ 228,119.00
	Year	2021	Org:	Obj:	Proj:	
			Org:	Obj:	Proj:	

Budget Amendment						
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.						
Buuget a		rangry.				
Resolution	Contract does not exceed \$100,000 (\$40,000 Public Works)					
Required if contract exceeds \$100.000	Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	084			
(\$40,000 PW) A copy of the Resolution is attached to the contract cover sheet.		Year	2021			
CONTRACT	MODIFICATIONS – Standard Terms and Conditions					
CONTRACT	MODII ICATIONS – Stanuaru Terris anu contuitions					
No modifications. Modifications and reviewed by: Non-standard Co			rd Contract			

APPROVAL		APPROVAL – Contracts Exceeding \$100,000			
Dept. Head / Authorized Designee		Director of Administration		Corporation Counsel	
Draper, Todd Digitally signed by Draper, Todd Date: 2021.07.12 14:31:56		Greg Brod	ekmeyer	David Gault	
APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached					
DOA: Date In:	7/14/21 Date Ou	ut:	Controller, Purcl	hasing, Corp Counsel, Risk Management	

Goldade, Michelle

From: Sent: To: Subject: Attachments:	Goldade, Michelle Thursday, July 15, 2021 9:03 AM Hicklin, Charles; Krohn, Margaret; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel Contract #14410 14410.pdf			
Tracking:	Recipient	Read	Response	
	Hicklin, Charles			
	Krohn, Margaret		Approve: 7/15/2021 9:08 AM	
	Gault, David	Read: 7/15/2021 9:39 AM	Approve: 7/15/2021 9:39 AM	
	Patten (Purchasing), Peter		Approve: 7/15/2021 9:26 AM	
	Lowndes, Daniel		Approve: 7/15/2021 11:03 AM	

Let's try this one again...with the full contract attached!

Contract #14410 Department: Public Works Vendor: Wolf Paving Contract Description: Aware of contract for Human Services-Northport Parking Lot Reconstruction (Res 084) Contract Term: 8/16/21 – 9/17/21 Contract Amount: \$228,119.00

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

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: 608/266-4945 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.

1	2021 RES-084
2 3 4 5	AWARD OF CONTRACT FOR HUMAN SERVICES PARKING LOT RECONSTRUCTION AT THE NORTHPORT OFFICE
5 6 7 8 9	The Department of Public Works, Highway and Transportation reports the receipt of bids for Human Services Parking Lot Reconstruction at the Northport Office, 1202 Northport Drive, Madison, WI, Bid #321011.
10 11	A complete tabulation is on file at the Department of Public Works office. The low qualified bidder is:
12 13 14 15 16	Wolf Paving & Excavating of Madison, Inc. 5423 Reiner Road Sun Prairie, WI 53590
17 18	Total: \$228,119.00
19 20 21	The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to Wolf Paving & Excavating of Madison, Inc.
22 23	There are sufficient funds available for this project. The term of the borrowing used to support this project will be 5 years.
24 25 26 27	NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to Wolf Paving & Excavating of Madison, Inc., in the amount of \$228,119.00; and
28 29 30	BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed to sign the Contract; and
31 32 33	BE IT FURTHER RESOLVED that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Contract; and
34 35 36 37	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. <u>14410</u> Bid No. <u>321011</u>

Authority: 2021 RES - 084____

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 <u>Wolf Paving & Excavating of Madison, Inc.</u> (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 furnish <u>Human</u> <u>Services Parking Lot Reconstruction at Northport Office</u> ("the Project"); and

WHEREAS, CONTRACTOR, whose address is <u>5423 Reiner Rd, Sun Praire, WI 53590</u> 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 \$228,119 (two hundred twenty-eight thousand one hundred nineteen) 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 <u>General Engineering</u> <u>Company and CGC</u>, Inc. (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 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 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.

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:

Signatur

Jacob Mrugacz, President Printed or Typed Name and Title

Signature

Sherry Bartolone, Assistant Secretary 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 Deputy Public Works Director.

FOR COUNTY:

Joseph T. Parisi, County Executive

Scott McDonell, County Clerk

Bid No. 321011 rev. 11/2020

Public Works Construction Contract 00 52 96 - 3

07/14/2021

<u>07/14/20</u>21

Date

Date

Date

Date