# Dane County Contract Cover Sheet Revised 06/2021

RES 112 SIGNIFICANT

Dept./Division		Dane County Public Works			Contr Admin w	act #	14	4425	
Vendor Name		General Heating	and Air Conditioning Inc.	MUNIS # 2888		Type of	Contr	act	
Brief Contract Title/Description		AWARD OF CONTRACT FOR SMO HVAC REPLACEMENT AT SOUTH MADISON HUMAN SERVICES				Intergovernmental County Lessee County Lessor			
Contract Term		8/31/21-10/	31/21			Purcha Proper		Property e	
Contract Amount		\$ 148,400.00				Grant Other			
Department (	Cont	act Informatio	n	Vendor Contact	Information				
Name	JOHL	Todd E		Name Jon Weber					
Phone #		608-26		Phone #	608-212-6297				
Email		draper@count		Email					
Purchasing C	Office		y 0. 44	Interest (@generaliteating.com					
Fulcilasing C	JIIIC	<b>71</b>							
Purchasing Authority    \$11,000 or under - Best Judgment (1 quote required)   Between \$11,000 - \$37,000 (\$0 - \$25,000 Public Works) (3 quotes required)   Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)   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 Year	<b>#</b> 2144	Org: CPFACMGT	<b>Obj:</b> 58661	Proj:	,	\$ 148,	400.00	
Req.		r 2021	Org:	Obj:	Proj:				
11041			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.									
Resolution		Contract does no	t exceed \$100,000 (\$40	,000 Public Works)					
Required if contract exceeds		Contract exceeds	s \$100,000 (\$40,000 Pub	olic Works) – resolut	on required.	Re	s#	112	
\$100,000 (\$40,000 PW)		A copy of the Re	et.	Ye	ear	2021			
CONTRACT MODIFICATIONS – Standard Terms and Conditions									
□ No modifications. □ Modifications and reviewed by: □ Non-standard Contract									
٨١		7\/AI	ΛD	DROVAL - Contro	acts Evenos	ling \$100	000		
APPROVAL APPROVAL – Contracts Exceeding \$100,000  Dept. Head / Authorized Designee Director of Administration Corporation Counsel									
Draper, To	dd				David Gault				
APPROVAL	APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached							ached	
DOA: Date In:8/6/21 Date Out:									

## Goldade, Michelle

From: Goldade, Michelle

Sent: Friday, August 6, 2021 9:30 AM

To: Hicklin, Charles; Krohn, Margaret; Gault, David; Patten (Purchasing), Peter; Lowndes,

Daniel

**Cc:** Stavn, Stephanie; Oby, Joe

**Subject:** Contract #14425 **Attachments:** 14425.pdf

Tracking: Recipient Read Response

Hicklin, Charles

Krohn, Margaret Approve: 8/6/2021 11:03 AM

Gault, David Read: 8/6/2021 10:01 AM Approve: 8/6/2021 10:02 AM

Patten (Purchasing), Peter Approve: 8/6/2021 10:08 AM

Lowndes, Daniel Approve: 8/6/2021 10:18 AM

Stavn, Stephanie Read: 8/6/2021 10:55 AM

Oby, Joe

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

Contract #14425

Department: Public Works

Vendor: General Heating & Air Conditioning

Contract Description: Award of Contract for South Madison Human Services HVAC Replacement (Res 112)

Contract Term: 8/31/21 - 10/31/21

Contract Amount: \$148,400

### 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.

1	2021 RES-112									
2 3 4	AWARD OF CONTRACT FOR SMO HVAC REPLACEMENT AT SOUTH MADISON HUMAN SERVICES									
5 6 7 8 9	The Department of Public Works, Highway and Transportation reports the receipt of bids for SMO HVAC Replacement at South Madison Human Services, 2306 S. Park St., Madison, WI, Bid#321010.									
10 11	A complete tabulation is on file at the Department of Public Works Office. The low qualified bidder is:									
12 13 14 15	General Heating and Air Conditioning, Inc. 3002 Perry Street Madison, WI, 53713									
16 17 18	Total: \$148,400.00 Base Bid: \$122,000.00 & Alternate Bid 1: \$26,400.00.									
19 20 21	The Public Works staff finds the amount to be reasonable and recommends the Contract be awarded to General Heating and Air Conditioning, Inc.									
22 23 24	There are sufficient funds available for this project. The term of the borrowing used to support this project will be 10 years.									
25 26 27	<b>NOW, THEREFORE, BE IT RESOLVED</b> that a Contract be awarded to General Heating and Air Conditioning, Inc. in the amount of \$148,400.00; and									
28 29 30	<b>BE IT FURTHER RESOLVED</b> that the County Executive and the County Clerk be authorized and directed to sign the Contract; and									
31 32 33	<b>BE IT FURTHER RESOLVED</b> that the Department of Public Works, Highway & Transportation be directed to ensure complete performance of the Contract; and									
33 34 35 36 37	<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

Authority: 2021 RES - 112	
THIS CONTRACT, made and entered into as of the date by which authorize	

Contract No. 14425 Bid No. 321010

both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and General Heating and Air Conditioning, 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 <u>SMO HVAC Replacement at South Madison Human Services</u> ("the Project"); and

**WHEREAS,** CONTRACTOR, whose address is <u>3002 Perry Street, Madison, WI, 53713</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 \$\_148,400.00\_ 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, Quote, 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 <a href="JDR Engineering, Inc.">JDR Engineering, Inc.</a> (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,

Bid No. 321010 Public Works Construction Contract rev. 11/2020 00 52 96 - 1

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.

Bid No. 321010 rev. 11/2020 **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 Jan WEBER PROJECT	MANAGER.				
Printed or Typed Name and Title					
Signature	Date				
	Date.				
Printed or Typed Name and Title					
NOTE: If CONTRACTOR is a corporation, Secretary should Regulations, unincorporated entities are required to provide eit Employer Number in order to receive payment for services remains a service remains a servi	ther their Social Security or adered.  proved by the appropriate authority				
FOR COUNTY:					
Joseph T. Parisi, County Executive	Date				
Scott McDonell, County Clerk	Date				