

Dane County Contract Cover Sheet

Revised 01/2024

Res 174
significant

Dept./Division	Waste & Renewables		
Vendor Name	Mechanical Systems, Inc.	MUNIS #	34053
Brief Contract Title/Description	INDUSTRIAL PIPE AND VESSEL INSULATION AT DANE COUNTY RNG PLANT		
Contract Term	12/9/24 - 1/1/25		
Contract Amount	\$332,966.00		

Contract # Admin will assign	15632
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Michael Wyrick	Name	Andy Frankenfield
Phone #	608-405-9230	Phone #	608-219-4913
Email	wyrick.michael@danecounty.gov	Email	andyf@mechsystemsinc.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP # 324041
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 2632	Org: SWMETHGO	Obj: 58346	Proj:	\$ 332,966.00
	Year 2024	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	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 Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	174
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2024.10.29 16:41:50 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/29/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, October 30, 2024 10:59 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15632
Attachments: 15632.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/30/2024 3:14 PM	Approve: 10/30/2024 3:15 PM
	Patten (Purchasing), Peter		Approve: 10/30/2024 1:15 PM
	Gault, David	Read: 10/30/2024 11:08 AM	Approve: 10/31/2024 10:23 AM
	Cotillier, Joshua		Approve: 10/30/2024 11:34 AM
	Stavn, Stephanie	Read: 10/30/2024 1:34 PM	
	Oby, Joe		

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

Contract #15632
Department: Waste & Renewables
Vendor: Mechanical Systems, Inc.
Contract Description: Industrial Pipe & Vessel Insulation at RNG Plant (Res 174)
Contract Term: 12/9/24 – 1/1/25
Contract Amount: \$332,966.00

Thanks much,
Michelle

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1
2
3 **2024 RES-174**

4 AWARD OF AGREEMENT FOR INDUSTRIAL PIPE AND VESSEL INSULATION AT DANE
5 COUNTY RNG PLANT
6

7 The Department of Waste and Renewables reports the receipt of bids for the Supply and
8 Installation of Industrial Pipe and Vessel Insulation at the Dane County RNG Plant, 7242 Maahic
9 Way, Madison, WI. RFB No. 324041.

10
11 A complete tabulation is on file at the Department of Waste and Renewables.

12
13 An Agreement has been negotiated with:

14
15 Mechanical Systems, Inc.
16 820 Progress Way
17 Sun Prairie, WI 53590
18

19 The Waste and Renewables staff finds the amount to be reasonable and recommends the
20 Agreement be awarded to Mechanical Systems, Inc.

21
22 There are sufficient funds available for this project. The term of the borrowing used to support
23 this project will be 10 years.
24

25 **NOW, THEREFORE, BE IT RESOLVED** that an Agreement be awarded to Mechanical
26 Systems, Inc in the amount of \$332,966.00; and
27

28 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
29 and directed to sign the Agreement; and
30

31 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
32 ensure complete performance of the Agreement.

COUNTY OF DANE

WASTE & RENEWABLES CONSTRUCTION CONTRACT

Contract No. 15632 Bid No. 324041
Authority: 2024 RES - 174

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 Mechanical Systems, Inc (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Waste & Renewables Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR supply and install insulation and jacketing systems in response to Dane County RFB 324041 "Industrial Pipe and Vessel Insulation at Dane County RNG Plant" "the Project"; and

WHEREAS, CONTRACTOR, whose address is 820 Progress Way Sun Prairie, WI 53590 is able and willing to construct the Project, in accordance with the ATTACHMENT A: Construction Documents Project Manual for RFB 324041" and ATTACHMENT B: CONTRACTOR Proposal;

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 \$332,966.00, 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, General Conditions of Contract, any and all Addenda, 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 Michael Wyrick (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. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by December 9, 2024. The Work's substantial completion date shall be January 1, 2025. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the General Conditions of Contract incorporated herein.
3. 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.
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 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.

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 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.

8. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract 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 the parties.

9. 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.


10. 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.

11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This term does not apply to the service of notices under this Contract.

12. Attachment B is the Contractor's proposal and is made a part of 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  Date 10/16/24
Printed or Typed Name and Title JOEL T PUMPER PRESIDENT

Signature Date

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 Waste & Renewables Director.

FOR COUNTY:

County Executive Date

Scott McDonell, County Clerk Date

END OF SECTION

ATTACHMENT A

WASTE & REWABLES CONSTRUCTION CONTRACT

CONSTRUCTION DOCUMENTS PROJECT MANUAL FOR RFB 24041

Follows on subsequent page(s)

ATTACHMENT B

WASTE & REWABLES CONSTRUCTION CONTRACT

CONTRACTOR PROPOSAL

Follows on subsequent page(s)



Providing Quality Workmanship to your Specifications

9/17/2024

Dane County RNG
Attn: Michael Wyrick
7102 US Hwy 12&18
Madison, WI 53718

PSA Vessels & H2S Insulation

Mechanical Systems Inc is pleased to submit our proposal for the above-referenced project. Below are some clarifications of our proposal.

Inclusions

1. Mechanical Systems Inc to supply all labor, tools, consumables, materials, and equipment for the above referenced project.
2. Mob/Demob
3. Removal of existing Insulation on (12) PSA Vessels
4. Insulation on (12) PSA Vessels
5. ≈ 220 of 12" Piping to Insulate
6. H2S Filter Insulation & Blanket for Head
7. (14) 12" Valve Blankets
8. (1) 10" Valve Blankets
9. (20) 10" Valve Blankets (18 for the lower PSA 10" valves, 2 elsewhere) Per email on 10/6/2024
10. (4) Valve Blankets for 4" & 2" Valves
11. Install 200' of 6" pipe insulation on the unit price (the lower 5" pipe inlets on all 18 PSA vessels)
Per Email 10/6/2024
12. Scissor Lift

Exclusions

1. Delays due to weather.
2. Delays due to other contractors.
3. Delays due to permitting.
4. Delays due to operations.
5. Heat Trace
6. Termination of Heat Trace

Clarifications

- Scaffolding is not included and would be an extra charge
- Material Pricing is good for 24 hours due to volatile market conditions.
- Payment: NET 30 days

PSA Vessels & H2S Insulation

Lump-----\$332,966.00
Original Bid \$202,676.00
(6) Additional PSA Vessels \$113,310.00
Misc. Addition (20) Blankets & 200' of 5" pipe insulation \$16,980.00

We appreciate the opportunity to work with you on this and all future projects. If you should have any questions, or require additional information, I may be reached at 608-240-1025.

Sincerely,
Tyson Grossman
Project Manager