

Dane County Contract C over Sheet

Dept./Division	Public Works - Solid Waste Division	Contract# <small>Admin will assign</small>	133.-Z1-r
Vendor Name	R.G. Huston Company, Inc.	Addendum	D Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	6586	Type of Contract	
Brief Contract Title/Description	Award of RFB 317040 for Phase 9, Cell 2 Liner and Stage 4 Final Cap Construction.	<input checked="" type="checkbox"/>	POS
		<input type="checkbox"/>	Grant
		<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
		<input type="checkbox"/>	Property Sale
Contract Term	November 9, 2018	<input type="checkbox"/>	Other
Total Contract Amount	\$ 3,229,669.64		

Purchasing Authority	<input type="checkbox"/> \$10,000 or under - Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$10,000 - \$35,000 (\$0 - \$25,000 Public Works) (3 quotes required)
	<input checked="" type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required) - j RFB/RFP # 1317040
	<input type="checkbox"/> Bid Waiver - \$35,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver - Over \$35,000 (N/A to Public Works)
	<input type="checkbox"/> NIA - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Org Code	SWRODFLD	Obj Code	58681	Amount	\$ 2,307,934.10
Req #	1014	Org Code	SWRODFLD	Obj Code	58082	Amount \$921,735.54
Year	2018	Org Code		Obj Code		Amount \$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works) . A copy of the Resolution must be attached to the contract coversheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) - a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) - resolution required.	Res#	427
	<input type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.	Year	2017

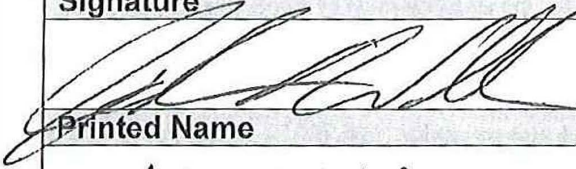
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MyR</i>	Received by DOA	<i>3/2/18</i>		
<i>an</i>	Controller		<i>3/2/18</i>	
<i>PCP</i>	Purchasing	<i>3/2/18</i>	<i>3/2/18</i>	
<i>[Signature]</i>	Corporation Counsel	<i>3/2/18</i>	<i>3/2/18</i>	
<i>[Signature]</i>	Risk Management	<i>3/2/18</i>	<i>3/2/18</i>	<i>was. long in RFP</i>
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Brian Steinke
Phone#	608.516.4154	Phone#	608.255.9223
Email	Welch@.countyofdane.com	Email	BSteinke@rghuston.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	2561 Coffeytown Road Cottage Grove, WI 53527

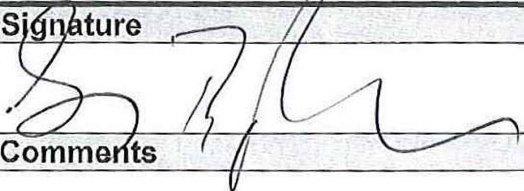
Certification: The attached contract is a	
	Dane County Contract <u>without</u> any modifications.
D	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
D	Non-standard contract.

Contract Coversheet Signatures

Department Approval of Contract		
Dept. Head/ Authorized Designee	Signature	Date
		2/16/18
	Printed Name	
	John Welch	

Contracts Exceeding \$100,000

Major Contracts Review - DCO Sect. 25.12(3)

Director of Administration	Signature	Date
		3/2/18
	Comments	
Corporation Counsel	Signature	Date
		3/2/18
	Comments	

AWARD OF CONTRACT FOR
Phase 9, Cell 2 Liner and Stage 4 Final Cap Construction

The Department of Public Works, Highway and Transportation reports the receipt of bids for Phase 9, Cell 2 Liner and Stage 4 Final Cap Construction at Dane County Landfill Site No. 2, Bid # 317040.

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

R.G. Huston Company, Inc.
2561 Coffeytown Road
Cottage Grove, WI 53527

Total: \$3,229,669.64 (Base Bid and Alternate 2A)

The Public Works staff finds the amount to be reasonable and recommends the bid be awarded to R.G. Huston.

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

NOW, THEREFORE, BE IT RESOLVED that a Contract be awarded to R.G. Huston in the amount of \$3,229,669.64; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized and directed 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. 13324 Bid No. 317040

Authority: 2017 RES - 427

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 R.G. Huston Company, 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 Phase 9, Cell 2 Liner and Stage 4 Final Cap Construction including Alternate Bid 2A ("the Project"); and

WHEREAS, CONTRACTOR, whose address is 2561 Coffeytown Road, Cottage Grove, WI 53527 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 \$3,229,669.64 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 TRC Environmental Corporation (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. Contract Times

Time of the Essence

- A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Dates

- B. The Work shall be substantially completed on or before the following dates:

1. September 7, 2018 for Stage 4 Final Cap Construction and Westport Clay Borrow Site; and
2. October 19, 2018 for Phase 9, Cell 2 Liner Construction.

Substantially complete means the following Work shall be completed:

1. Stage 4 Final Cap Construction;
 - a. Topsoil placement completed and final grades established,
 - b. Erosion control devices installed and maintained, and
 - c. Area ready for restoration (Work by Owner).
2. Westport Clay Borrow Site
 - a. Final grading completed,
 - b. Erosion control devices installed and maintained, and
 - c. Site ready for restoration (Work by Owner).
3. Phase 9, Cell 2 Liner Construction
 - a. Installation of gradient control system,
 - b. Installation of clay and geomembrane liner,
 - c. Installation of drainage piping and drainage stone layer, and
 - d. Work ready for Electrical Resistivity Test of geomembrane (Geomembrane Leak Location Survey).

C. Work shall be completed and ready for final payment on or before the following dates:

1. September 14, 2018 for Stage 4 Final Cap Construction and Westport Clay Borrow Site; and
2. November 9, 2018 for Phase 9, Cell 2 Liner Construction.

Liquidated Damages

D. Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$10,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$5,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. There shall be no delays or adjustment to the dates for weather delays.

Bonus

- E. Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed within the times specified above.

Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed by the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for timely completion, Owner shall pay Contractor \$50,000 if the Work is substantially complete by the time specified in Paragraph 3B for Substantial Completion. When determining the final deadline for Bonus payment, there shall be no delays or adjustment to the dates for weather delays.

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 Officer 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 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.

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 comply with provisions of Chapter 25.13 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

8. 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.

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) business 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.

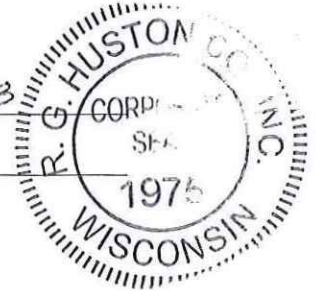
FOR CONTRACTOR:




Signature
Brad Huston - President

Printed or Typed Name and Title

Date *2/19/18*





Signature
Wade Huston - Sec./Treas.

Printed or Typed Name and Title

Date *2/19/18*

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 Assistant Public Works Director.

FOR COUNTY:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date