

# Dane County Contract Cover Sheet

Revised 01/2026

Res 042  
significant

<b>Dept./Division</b>	Waste + Renewables		
<b>Vendor Name</b>	J.P. Cullen & Sons, Inc	<b>MUNIS #</b>	3970
<b>Brief Contract Title/Description</b>	Award of Construction Contract for RFB 326002 to J.P. Cullen & Sons, Inc.		
<b>Contract Term</b>	September 30, 2027		
<b>Contract Amount</b>	\$22,946,266.00		

<b>Contract #</b> Admin will assign	16359
<b>Type of Contract</b>	
<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	
<b>Name</b>	Allison Rath sack	<b>Name</b>	Adam Mastalir
<b>Phone #</b>	608.514.2319	<b>Phone #</b>	608.743.9420
<b>Email</b>	Rathsack.Allison@danecounty.gov	<b>Email</b>	adam.mastalir@jpcullen.com
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input checked="" type="checkbox"/> Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b> 326002
	<input type="checkbox"/> Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$46,000 (N/A to Public Works)	
	<input type="checkbox"/> Cooperative Contract	<b>Contract Name &amp; #</b>
<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	<b>Req #</b> 1954	<b>Org:</b> SWSUSTAN	<b>Obj:</b> 5XXXX	<b>Proj:</b> Site Infrastructure	\$ 9,750,230.00
	<b>Year</b> 2026	<b>Org:</b> SWSUSTAN	<b>Obj:</b> 51042	<b>Proj:</b>	\$ 7,926,469.00
		<b>Org:</b> SWSUSTAN	<b>Obj:</b> 5XXXX	<b>Proj:</b> Maintenance Shop	\$ 4,192,735.00

<b>Budget Amendment</b>	SWSUSTAN	5XXXX	Scale House	\$1,076,832.00
<input checked="" 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.			

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b> 042
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2026

<b>CONTRACT MODIFICATIONS – Standard Terms and Conditions</b>		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault (3/25/26)	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Welch, John	Digitally signed by Welch, John Date: 2026.05.26 23:02:17 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.06.01 19:03:20 -05'00'	

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>		
<b>DOA:</b>	<b>Date In:</b> 5/29/26	<b>Date Out:</b> _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, June 1, 2026 2:18 PM  
**To:** Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #16359  
**Attachments:** 16359.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles		Approve: 6/4/2026 4:11 PM
	Patten, Peter		
	Gault, David	Read: 6/1/2026 3:21 PM	Approve: 6/1/2026 3:22 PM
	Cotillier, Joshua		Approve: 6/1/2026 2:43 PM
	Oby, Joe		

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

Contract #16359

Department: Waste & Renewables

Vendor: JP Cullen & Sons

Contract Description: Construction of Initial Building & Infrastructure Construction of Dane County's Sustainability Campus (Res 042)

Contract Term: 4/1/22 – 12/31/26

Contract Amount: \$375,000.00

*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.

## Goldade, Michelle

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**From:** Patten, Peter  
**Sent:** Monday, June 1, 2026 3:21 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #16359

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**2026 RES-042**

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AWARD OF CONTRACT TO J.P. CULLEN & SONS, INC. FOR THE INITIAL BUILDING AND  
INFRASTRUCTURE CONSTRUCTION OF DANE COUNTY'S SUSTAINABILITY CAMPUS

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The Department of Waste and Renewables reports the receipt of bids for Initial Building and Infrastructure Construction of Dane County's Sustainability Campus, 7103 Millpond Road, Madison, WI; RFB No. 326002.

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A complete tabulation is on file at the Department of Waste and Renewables office. The low qualified bidder is:

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J.P. Cullen & Sons, Inc.  
330 E Delavan Drive  
Janesville, WI 53546

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Total: \$22,946,266.00

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The Waste and Renewables staff finds the amount to be reasonable and recommends the bid be awarded to J.P. Cullen & Sons, Inc.

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There are sufficient funds available for this project.

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Funds were previously budgeted in multiple accounts and need to be consolidated into three new accounts. This resolution approves a budget amendment to create three new accounts under ORG SWSUSTAN titled "Maintenance Shop", "Scale House", and "Site Infrastructure". This approves the transfer of a total of \$4,900,000.00 to the SWSUSTAN Maintenance Shop account, consisting of \$4,500,000.00 from SWSUSTAN 51042 and \$400,000.00 from SWLNDFLL 51040, to support Site 3 development. This approves the transfer of a total of \$1,600,000.00 to the SWSUSTAN Scale House account, consisting of \$800,000.00 from SWSUSTAN 51032 and \$800,000.00 from SWLNDFLL 51169 to support Site 3 development. This approves the transfer of a total of \$11,500,000.00 to the SWSUSTAN Site Infrastructure account, consisting of \$600,000.00 from SWLNDFLL 51169 and \$10,900,000.00 from SWLNDFLL 51109 to support Site 3 development.

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The term of the borrowing to support this project will be 20 years.

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**NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to J.P. Cullen & Sons, Inc. in the amount of \$22,946,266.00; and,

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**BE IT FURTHER RESOLVED** that a new account under ORG SWSUSTAN titled "Maintenance Shop" be created and funded with a total transfer of \$4,900,000.00, consisting of \$4,500,000.00 from SWSUSTAN 51042 and \$400,000.00 from SWLNDFLL 51040; and,

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**BE IT FURTHER RESOLVED** that a new account under ORG SWSUSTAN titled "Scale House" be created and funded with a total transfer of \$1,600,000.00, consisting of \$800,000.00 from SWSUSTAN 51032 and \$800,000.00 from SWLNDFLL 51169; and,

49 **BE IT FURTHER RESOLVED** that a new account under ORG SWSUSTAN titled "Site  
50 Infrastructure" be created and funded with a total transfer of \$11,500,000.00, consisting of  
51 \$600,000.00 from SWLNDFLL 51169 and \$10,900,000.00 from SWLNDFLL 51109; and,  
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53 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized  
54 and directed to sign the Contract; and,  
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56 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to  
57 ensure complete performance of the Contract.



**COUNTY OF DANE**  
**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No.: 16359  
Bid No.: 326002  
Authority: 2026 RES-042

**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 J.P. Cullen & Sons, Inc. (hereafter, "CONTRACTOR"), and

**W I T N E S S E T H :**

**WHEREAS**, COUNTY, whose address is c/o Waste + Renewables Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Initial Building and Infrastructure Construction at Dane County's Sustainability Campus including Alternate Bids 1, 2, 3, & 4 ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is 330 E Delavan Drive, Janesville, WI 53546 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 \$22,946,266.00 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 Strang, 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. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by July 6, 2026. The Work's substantial completion date shall be September 30, 2027. 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. 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 following Work shall be substantially completed on or before the following dates:
- i. May 1, 2027: CONTRACTOR shall complete utility Work that services the landfill or landfill equipment. This shall include installation of the scales, scale kiosks, scale software, and scale equipment. Scale House is not required to be substantially complete so long as the scales, scale kiosks, scale software, and scale equipment are operational.
  - ii. June 15, 2027: CONTRACTOR shall complete, no later than June 15, 2027, construction necessary for waste acceptance at the landfill. CONTRACTOR shall allow access to the landfill via the CTH AB entrance, across the scales, and through roadways to the two landfill access roads. CONTRACTOR shall create a work plan to document how Work shall be completed after June 15, 2027 to ensure landfill operations are not hindered.

4. 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.

5. 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.

6. 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.

7. 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".

8. 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.

9. 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.

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 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.

12. 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.

**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.

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**FOR CONTRACTOR:**

Signature *J C Schwartz* Date 5.29.2026  
 Printed or Typed Name and Title Jeannie Cullen-Schwartz Co-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.

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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:**

\_\_\_\_\_ Date \_\_\_\_\_  
 Melissa Agard, County Executive

\_\_\_\_\_ Date \_\_\_\_\_  
 Scott McDonell, County Clerk

END OF SECTION