

Dane County Contract Cover Sheet

Revised 01/2024

Res 367
significant

Dept./Division	Dane County Dept. of Waste and Renewables		
Vendor Name	R.G. Huston Co., Inc.	MUNIS #	6586
Brief Contract Title/Description	AWARD OF CONTRACT TO R.G. HUSTON CO., INC. FOR DANE COUNTY LANDFILL SITE NO. 2 PHASE 10, CELL 3 LINER CONSTRUCTION		
Contract Term	4/1/24-12/31/24		
Contract Amount	\$1,869,798.50		

Contract # Admin will assign	15389
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	George Fletcher	Name	Brian Steinke
Phone #	608-516-3159	Phone #	608-255-9223
Email	Fletcher.George@countyofdane.com	Email	bsteinke@rghuston.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 # 323015
	<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 # 1363	Org: SWRODFLD	Obj: 58153	Proj:	\$ 1,686,722.50
	Year 2024	Org: SWMETHGO	Obj: 57528	Proj:	\$ 183,076.00
		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	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res # 367
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year 2023

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input checked="" type="checkbox"/> Modifications and reviewed by: Dave Gault - 1/10/2024	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2024.03.08 16:27:01 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 3/12/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, March 14, 2024 1:46 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15389
Attachments: 15389.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 3/14/2024 1:52 PM	Approve: 3/14/2024 1:52 PM
	Patten (Purchasing), Peter		Approve: 3/15/2024 8:07 AM
	Gault, David	Read: 3/14/2024 2:16 PM	Approve: 3/14/2024 2:36 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15389
Department: Waste & Rewewables
Vendor: RG Huston Co.
Contract Description: Landfill Site No. 2 Phase 10, Cell 3 Liner Construction (Res 367)
Contract Term: 4/1/24 – 12/31/24
Contract Amount: \$1,869,798.50

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.

1
2
3 **2023 RES-367**

4 AWARD OF CONTRACT TO R.G. HUSTON CO., INC. FOR DANE COUNTY LANDFILL SITE
5 NO. 2 PHASE 10, CELL 3 LINER CONSTRUCTION

6 The Department of Waste and Renewables reports the receipt of bids for Dane County Landfill
7 Site No. 2 Phase 10, Cell 3 Liner Construction, 7102 Maahic Way, Madison, WI Bid #323015.

8
9 A complete tabulation is on file at the Department of Waste and Renewables office. The low
10 qualified bidder is:

11 R.G. Huston Co., Inc.
12 2561 Coffeytown Road
13 Cottage Grove, WI 53527

14
15 Total: \$1,869,798.50

16
17 The Waste and Renewables staff finds the amount to be reasonable and recommends the bid
18 be awarded to R.G. Huston Co., Inc.

19
20 There are sufficient funds available for this project. The term of the borrowing used to support
21 this project will be 10 years.

22
23 **NOW, THEREFORE, BE IT RESOLVED** that a Contract be awarded to R.G. Huston Co., Inc. in
24 the amount of \$1,869,798.50; and

25
26 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized
27 and directed to sign the Contract; and

28
29 **BE IT FINALLY RESOLVED** that the Department of Waste and Renewables be directed to
30 ensure complete performance of the Contract; and

COUNTY OF DANE

WASTE & RENEWABLES CONSTRUCTION CONTRACT

Contract No. 15389 Bid No. 323015

Authority: 2023 RES - 367

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 Co., 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 construct Phase 10 Cell 3 at Dane County Landfill Site No. 2 ("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 \$1,869,798.50 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 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. 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:

a. July 1, 2024 for Phase 10 Cell 3 Liner Construction

Substantially complete means the following Work shall be completed:

1. Phase 10, Cell 3 Liner Construction
 - a. Installation of leachate drainage layer
 - b. Installation of perimeter tie-in berm;
 - c. Installation of stormwater control features, and
 - d. Site is ready for final restoration.

- C. Work shall be completed and ready for final payment on or before the following dates:
- a. July 15, 2024 for Phase 10 Cell 3

Bonus

- 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.

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 \$10,000 if the Work is substantially complete by June 1, 2024. When determining the final deadline for Bonus payment, there shall be no delays or adjustment to the dates for weather delays.

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.

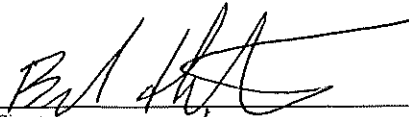
9. The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except 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.

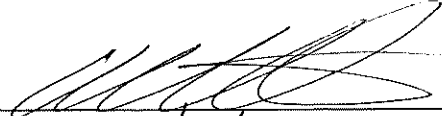
11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and 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.

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 3/5/2024
Brad Hurston - President
Printed or Typed Name and Title




Signature _____ Date 3/5/2024
Wade Hurston - Sec./Treas.
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:

Joseph T. Parisi, County Executive

Date

Scott McDonell, County Clerk

Date

END OF SECTION

ATTACHMENT A
WASTE & RENEWABLES CONSTRUCTION CONTRACT
CONTRACTOR PROPOSAL

Follows on subsequent page(s)



County of Dane
Waste & Renewables
John Welch, Director
City-County Building, Room 425, 53703, Madison, WI 53703

RESPONSE DOCUMENT REPORT

RFB No. RFB 323015

[Phase 10, Cell 3 Liner Construction](#)

RESPONSE DEADLINE: February 22, 2024 at 2:00 pm

Report Generated: Thursday, February 22, 2024

R.G. Huston Co., Inc. Response

CONTACT INFORMATION

Company:

R.G. Huston Co., Inc.

Email:

estimating@rghuston.com

Contact:

Branden Drews

Address:

2561 Coffeytown Road
Cottage Grove, WI 53527

Phone:

N/A

Website:

N/A

Submission Date:

Feb 22, 2024 12:01 PM

RESPONSE DOCUMENT REPORT
RFB No. RFB 323015
Phase 10, Cell 3 Liner Construction

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 21, 2024 9:49 AM by Branden Drews

QUESTIONNAIRE

1. Bidder's Company and Contact Information

CONTACT NAME*
Brian Steinke

TITLE OR POSITION*
Project Manager

TELEPHONE NO.*
6082559223

EMAIL ADDRESS*
bsteinke@rghuston.com

2. Bid Submission Requirements

Upload the following required documents.

BID GUARANTEE*

Each bid shall be accompanied by a bank certified check, cashier's check, or bid bond in the amount of 5% of the total bid price, made payable to Dane County.

Please scan and upload a copy of your bid bond/cashier's check. **DO NOT UPLOAD ANY FILES OTHER THAN BID BOND.**

Bidder must also MAIL bid guarantee with a postmarked date no later than Bid Submission Date addressed to:

Dane County Department of Waste and Renewables

Attn: George Fletcher

1919 Alliant Energy Center Way

Madison, WI 53713

Bid_Bond_Signed.pdf

PROPOSED SUBCONTRACTOR LIST *

Please download the below documents, complete, and upload.

- [00 43 36 - Proposed Subcont...](#)

Proposed_Subcontractor_Sheet-OpenGov_(2022-12-02).pdf

PROJECT EXPERIENCE / REFERENCE SUMMARY (UPLOAD REFERENCE INFORMATION)*

A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:

1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications. **Bidder must supply a reference for this project that includes architect or engineer's and owner's names, addresses and telephone numbers.**
2. Maintains permanent place of business.
3. Can be bonded for terms of proposed Contract.
4. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.

RESPONSE DOCUMENT REPORT

RFB No. RFB 323015

Phase 10, Cell 3 Liner Construction

5. Has record of satisfactorily completing past projects list of no more than three (3) most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. Submit to Waste and Renewables Project Manager with Bid. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
- a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
 - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Waste and Renewables Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Waste and Renewables Project Manager or designee all such information and data for this purpose as County's Waste and Renewables Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

2024_Prequalification_Statement(signed).pdf

SUPPLEMENTAL FILE(S) UPLOAD*

Submit any additional or supplemental files here.

RESPONSE DOCUMENT REPORT

Request For Bid - Phase 10, Cell 3 Liner Construction

Page 4

2024_Prequaification_Statement(signed).pdf

3. Bidder's Affidavits

ARE YOU ABLE TO COMPLETE THIS PROJECT IN THE TIMEFRAME BELOW?*

Assuming a start date of April 1, 2024, Waste and Renewables requires this project to be completed by July 1, 2024.

Yes

BEST VALUE CONTRACTING - DOES YOUR COMPANY MEET BEST VALUE CONTRACTING REQUIREMENTS FOR THIS PROJECT?*

General Contractor and subcontractors shall meet all applicable Best Value Contractor requirements. BVC applies to contracts over \$50,000 single trade and \$100,000 multiple trade. For additional information: <https://publicworks.countyofdane.com/bvc>

Failure to be properly and accurately certified as a Dane County Best Value Contractor will result in an automatic rejection of a bid submission.

Yes

ENTER THE DATE IN WHICH YOUR COMPANY WAS APPROVED AS A DANE COUNTY BEST VALUE CONTRACTOR.

Your status can be viewed/confirmed at the link below:

<https://publicworks.countyofdane.com/bvc/current>

8/24/22

FAIR LABOR PRACTICE CERTIFICATION*

Has your company been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed?

If **yes** is answered, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission.

Additional information about the NLRB and WERC can be found using the following links:

www.nlrb.gov and <http://www.werc.wi.gov>.

No

CONFIRM THAT BIDDER HAS ALREADY OR WILL SUBMIT EMERGING SMALL BUSINESS REPORT TO THE OFFICE OF EQUITY AND INCLUSION WITHIN 10 BUSINESS DAYS OF BID DUE DATE. (ONLY APPLICABLE TO PROJECTS OVER \$100,000) *

For more information refer to 00 21 13 - Instruction to Bidders or contact:

Dane County Contract Compliance Specialist

OEI@countyofdane.com

City-County Building, Room 356

210 Martin Luther King, Jr. Blvd.

Madison, WI 53703

608/266-4192

Confirmed

4. Bid Submission Confirmation

BIDDER MUST ELECTRONICALLY SIGN THE BID FORM SIGNATURE AFFIDAVIT IN THE FOLLOWING LINK TO SUBMIT A BID. *

Click here for electronic signature: [DocuSign](#)

Confirmed

PRICE TABLES
PHASE 10 CELL 3

BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$50,500.00	\$50,500.00
2	Surveying	1	LS	\$27,000.00	\$27,000.00
3A	Sediment Control - Silt Control Fence	3,800	LF	\$1.95	\$7,410.00
3B	Sediment Control - Sediment Control Erosion Logs	2,300	LF	\$8.75	\$20,125.00
4	Clearing and Grubbing	1	LS	\$500.00	\$500.00
5	Leachate Headwell Abandonment	3	EA	\$1,750.00	\$5,250.00
6	Gas Extraction Well Abandonment	3	EA	\$2,250.00	\$6,750.00
7	Cut and Cap Gas Lateral Lines	6	EA	\$1,625.00	\$9,750.00
8A	2-inch diameter airline	2,100	LF	\$14.25	\$29,925.00
8B	2-inch butterfly valves	4	EA	\$1,015.00	\$4,060.00
9	Strip and Stockpile Existing Topsoil and General Fill Rooting Zone Soils	52,200	CY	\$6.50	\$339,300.00
10	Tie-in Perimeter Berm	1	LS	\$183,000.00	\$183,000.00

RESPONSE DOCUMENT REPORT
 RFB No. RFB 323015
 Phase 10, Cell 3 Liner Construction

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Geotextile Cushion	43,500	SY	\$3.00	\$130,500.00
12	Select Aggregate Fill Drainage Layer	14,500	CY	\$56.35	\$817,075.00
13A	10-inch Diameter (SDR 11) Solid Wall HDPE Pipe	1,670	LF	\$40.80	\$68,136.00
13B	Reducer Connectors to existing gas system	2	EA	\$4,815.00	\$9,630.00
13C	T-connectors for future system expansion	6	EA	\$2,310.00	\$13,860.00
14A	3-inch Diameter (SDR 11) Solid Wall Force Main Pipe	2,180	LF	\$9.25	\$20,165.00
14B	Reducer connectors to existing Clean Out Line	2	EA	\$3,600.00	\$7,200.00
15	4-inch Diameter Perforated Corrugated HDPE Pipe	370	LF	\$21.25	\$7,862.50
16	Topsoil Placement	1	LS	\$14,000.00	\$14,000.00
17	Seed, Fertilize, and Mulch	1	LS	\$12,000.00	\$12,000.00
18	Erosion Control and Revegetation Mat	1	LS	\$12,500.00	\$12,500.00
19	Access Roads	1	LS	\$40,000.00	\$40,000.00
20	Removal of Existing Gravel Haul Road	1,000	SY	\$9.00	\$9,000.00
21	Restoration of Staging and Storage Area	1	LS	\$10,700.00	\$10,700.00
22	Gas Extraction Well Extension	4	EA	\$3,400.00	\$13,600.00
TOTAL					\$1,869,798.50