



**RFB NO. 322009**

# **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF ADMINISTRATION

**PUBLIC WORKS ENGINEERING DIVISION**  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

## **REQUEST FOR BIDS NO. 322009 ROAD REPAVE TOKEN CREEK COUNTY PARK 6200 WILLIAMSBURG WAY DEFOREST, WISCONSIN**

**ISSUED FOR BIDS: FEBRUARY 8, 2022**

Due Date / Time: **TUESDAY, MARCH 22, 2022 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

Bid Deposit: **5% OF BID AMOUNT**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

RYAN SHORE, PROJECT MANAGER  
TELEPHONE NO.: 608/445-0109  
FAX NO.: 608/267-1533  
E-MAIL: [SHORE@COUNTYOFDANE.COM](mailto:SHORE@COUNTYOFDANE.COM)

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END OF SECTION

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INVITATION TO BID

**LEGAL NOTICE**

Dane County Public Works Engr. Division, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Bids until:

**2:00 P.M., TUESDAY, MARCH 22, 2022**

**RFB NO. 322009**

**ROAD REPAVE**

**TOKEN CREEK COUNTY PARK**

**6200 WILLIAMSBURG WAY**

**DEFOREST, WISCONSIN**

Dane County is inviting Bids for construction services to repave the access road in Token Creek County Park. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids (RFB) document & submit Bids.

RFB document may be obtained after **2:00 p.m., February 8, 2022** from [bids-pwht.countyofdane.com](https://bids-pwht.countyofdane.com). Call Ryan Shore, Project Mgr., 608/445-0109, or our office, 608/266-4018, with any questions.

Bidders must be qualified as Best Value Contractor before Bid Due Date / Time. Complete Application at [publicworks.countyofdane.com/bvc](https://publicworks.countyofdane.com/bvc) or call 608/267-0119.

Pre-bid site tour will be March 9, 2022 at 1:00 p.m. at Token Creek County Park. Bidders are strongly encouraged to attend.

**PUBLISH:     FEBRUARY 8 & FEBRUARY 15, 2022 - WISCONSIN STATE JOURNAL**  
**FEBRUARY 9 & FEBRUARY 16, 2022 - THE DAILY REPORTER**

END OF SECTION

## SECTION 00 21 13

### INSTRUCTIONS TO BIDDERS

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#### **1. GENERAL**

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on March 9, 2022 at 1 p.m. at Token Creek County Park. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

#### **2. DRAWINGS AND SPECIFICATIONS**

- A. Drawings and Specifications that form part of this Contract, as stated in Article 1 of General Conditions of Contract, are enumerated in Document Index of these Construction Documents.
- B. Complete sets of Drawings and Specifications for all trades will be available to all Bidders, irrespective of category of work to be bid on, in order that all Bidders may be familiar with work of other trades as they affect their bid.

### **3. INTERPRETATION**

- A. No verbal explanation or instructions will be given in regard to meaning of Drawings or Specifications before Bid Due Date. Bidders shall bring inadequacies, omissions or conflicts to Owner or Architect / Engineer's attention at least ten (10) calendar days before Bid Due Date. Prompt clarification will be available to all bidders by Addendum.
- B. Failure to so request clarification or interpretation of Drawings and Specifications will not relieve successful Bidder of responsibility. Signing of Contract will be considered as implicitly denoting that Contractor has thorough understanding of scope of the Work and comprehension of Construction Documents.
- C. Owner will not be responsible for verbal instructions.

### **4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)**

- 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.
  - 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.
  - 5. Has record of satisfactorily completing past projects. 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 Public Works 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 Public Works Project Manager or designee all such information and data for this purpose as County's Public Works 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.

## **5. BID GUARANTEE**

- A. Bank certified check, cashier's check or Bid Bond, payable to County in amount not less than five percent (5%) of maximum bid, shall accompany each Bid as guarantee that if Bid is accepted, Bidder will execute and return proposed Contract and Performance and Payment Bonds within ten (10) business days after being notified of acceptance of Bid. Company issuing bonds must be licensed to do business in Wisconsin.
- B. Any bid, which is not accompanied by bid guarantee, will be considered "No Bid" and will not be read at Bid Due Date.
- C. If successful Bidder so delivers Contract, Certificate of Insurance, and Performance and Payment Bonds, check will be returned to Bidder. In case Bidder fails to deliver such Contract, insurance, and bond, amount of bid guarantee will be forfeited to County as liquidated damages.
- D. All checks tendered as bid guarantee, except those of three (3) lowest qualified, responsible bidders, will be returned to their makers within three (3) business days after Bid Due Date. All such retained checks will be returned immediately upon signing of Contract and Performance and Payment Bonds by successful Bidder.

## **6. WITHDRAWAL OF BIDS**

- A. Bids may be withdrawn by written request received from bidder or authorized representative thereof prior to time fixed for Bid Due Date, without prejudice to right of bidder to file new Bid. Withdrawn Bids will be returned unopened. Negligence on part of bidder in preparing their Bid confers no right for withdrawal of Bid after it has been opened.
- B. No Bid may be withdrawn for period of sixty (60) calendar days after Bid Due Date.
- C. If Bid contains error, omission or mistake, bidder may limit liability to amount of bidder's guarantee by giving written Notice of Intent not to execute Contract to Owner within seventy-two (72) hours of Bid Due Date.

## **7. CONTRACT FORM**

- A. Sample copy of contract that successful Bidder will be required to enter into is included in these Construction Documents and bidders are required to familiarize themselves with all conditions contained therein.

## **8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS**

- A. In accordance with Wisconsin Statute 946.13, county official may not bid for or enter into any contract involving receipts or disbursements of more than \$15,000.00 in a year, in which they have private pecuniary interest, direct or indirect if at same time they are authorized to take official action with respect to making of this Contract. Any contract entered into in violation of this Statute is void and County incurs no liability thereon. This subsection does not affect application and enforcement of Wisconsin Statute 946.13 by state prosecutors in criminal courts of this state.

## **9. EMERGING SMALL BUSINESS PROVISIONS**

- A. **Emerging Small Business Definition.** For purposes of this section, ESB is defined as:
1. Independent business concern that has been in business minimum of one year;
  2. Business located in State of Wisconsin;
  3. Business comprised of less than twenty-five (25) employees;
  4. Business must not have gross sales in excess of three million dollars (\$3,000,000.00) over past three years; and
  5. Business does not have history of failing to complete projects.
- B. **Emerging Small Business (ESB) Involvement.** Bidder shall make good faith effort to award minimum of ten percent (10%) of the Work to ESBs. Bidder shall submit report to Dane County Contract Compliance Specialist within ten (10) business days of Bid Due Date demonstrating such efforts. Good faith efforts means significant contact with ESBs for purposes of soliciting bids from them. Failure to make or demonstrate good faith efforts will be grounds for disqualification.
- C. **Emerging Small Business Report.** Emerging Small Business Enterprise Report is to be submitted by Bidder in separate envelope marked "Emerging Small Business Report". This report is due by 2:00 p.m. following specified ten (10) business days after Bid Due Date. Bidder who fails to submit Emerging Small Business Report shall be deemed not responsive.
- D. **ESB Goal.** Goal of this project is ten percent (10%) ESB participation. ESB utilizations are shown as percentage of total Bid. If Bidder meets or exceeds specified goal, Bidder is only required to submit Form A - Certification, and Form B - Involvement. Goal shall be met if Bidder qualifies as ESB.
- E. **Report Contents.** Following award of Contract, Bidder shall submit copies of executed contracts for all Emerging Small Businesses. Emerging Small Business Report shall consist of these:
1. Form A - Certification;
  2. Form B - Involvement;
  3. Form C - Contacts;
  4. Form D - Certification Statement (if appropriate); and
  5. Supportive documentation (i.e., copies of correspondence, telephone logs, copies of advertisements).

- F. **ESB Listing.** Bidders may solicit bids from *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste address into a web browser.  
<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>
- G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. Do not click as a link; copy & paste address into a web browser.  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- H. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- I. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- J. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:  
  
[OEI@countyofdane.com](mailto:OEI@countyofdane.com)  
or  
Dane County Contract Compliance Specialist  
City-County Building, Room 356  
210 Martin Luther King, Jr. Blvd.  
Madison, WI 53703  
608/266-4192
- K. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Specialist to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- L. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
  2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
  3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
  4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
  5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.

6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
8. Submitting required project reports and accompanying documents to County's Contract Compliance Specialist within twenty-four (24) hours after Bid Due Date.

M. **Appeals Disqualification of Bid.** Bidder who is disqualified may appeal to Public Works & Transportation Committee and Equal Opportunity Commission.

## 10. METHOD OF AWARD - RESERVATIONS

- A. Following will be basis of award of Contract, providing cost does not exceed amount of funds then estimated by County as available to finance Contract(s):
  1. Lowest dollar amount submitted by qualified responsible bidder on Base Bid for all work comprising project, combined with such additive Owner accepted alternates.
  2. Owner reserves right to reject all bids or any bid, to waive any informality in any bid, and to accept any bid that will best serve interests of County.
  3. Unit Prices and Informational Bids will not be considered in establishing low bidder.

## 11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "Contract Security",. Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

## 12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

### **13. SUBMISSION OF BIDS**

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of the Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Current conditions prevent public bid openings.
- I. Bids hand delivered & dropped off at Public Works' physical address should be placed in the "Public Works Bids & Proposals" drop box placed outside or just inside the building's front vestibule.
- J. Bid will be opened on listed due date & time & results should be available within 24 hours at [bids-pwht.countyofdane.com](http://bids-pwht.countyofdane.com).

- K. Bid will be considered invalid and will be rejected if bidder has not signed it.
- L. Faxed or emailed Bids will not be accepted.
- M. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

#### **14. SUBCONTRACTOR LISTING**

- A. Bidders are required to submit Section 00 43 36, Proposed Subcontractors Form listing all subcontractors for this project including committed prices for each subcontractor. Project Manager must receive Form no later than when successful Bidder submits their signed Contract. Failure to submit may delay progress payments.

#### **15. ALTERNATE BIDS**

- A. Not Applicable

#### **16. INFORMATIONAL BIDS**

- A. Not Applicable

#### **17. UNIT PRICES**

- A. Provide unit prices where requested on Bid Form. Unit prices will include all costs for materials, labor, insurance, taxes, overhead and profit necessary to perform specified work. Estimated quantities are approximate only. Payment will be based upon actual quantities placed, provided or installed. Failure to provide requested unit prices may result in rejection of entire Bid.
- B. Owner reserves right to accept or reject any unit prices as given in Bid.
- C. Bidder shall refer to Bid Form and applicable specification section to determine basis of unit measure and detailed information related to each unit price item requested.

#### **18. COMMENCEMENT AND COMPLETION**

- A. Successful Bidder shall commence work when schedule and weather permit, but no later than stated in Bid Form. Contractor shall pursue the Work regularly and continuously at reasonable rate to insure completion of the Work within time stated in Bid.
- B. Should it be found impossible to complete the Work on or before time specified for completion, written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. Refer to Article 20 of General Conditions of Contract, titled "Time for Completion",

#### **19. WORK BY OWNER**

- A. This work will be accomplished by Owner or will be let under separate contracts and will not be included under this Contract:
  - 1. Site Prep

2. Parking Stops installation
3. Pavement Striping & Signage.

**20. SPECIAL HAZARDS COVERAGE**

- A. Not Applicable.

**FORM A**

**DANE COUNTY  
EMERGING SMALL BUSINESS REPORT - CERTIFICATION**

In accordance with General Conditions of Contract, submit this Emerging Small Business Report within ten (10) days after Bid Due Date.

PROJECT NAME: \_\_\_\_\_

\_\_\_\_\_

BID NO.: \_\_\_\_\_ BID DUE DATE: \_\_\_\_\_

**BIDDER INFORMATION**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FORM B**

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**DANE COUNTY**

(Copy this Form as necessary to provide complete information)

**EMERGING SMALL BUSINESS REPORT - INVOLVEMENT**

COMPANY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

BID NO.: \_\_\_\_\_ BID DUE DATE: \_\_\_\_\_

ESB NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO & EMAIL.: \_\_\_\_\_

\_\_\_\_\_

Indicate percentage of financial commitment to this ESB: \_\_\_\_\_ % Amount: \$ \_\_\_\_\_

ESB NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO & EMAIL.: \_\_\_\_\_

\_\_\_\_\_

Indicate percentage of financial commitment to this ESB: \_\_\_\_\_ % Amount: \$ \_\_\_\_\_

**FORM C**

Page \_\_\_\_ of \_\_\_\_

**DANE COUNTY**

(Copy this Form as necessary to provide complete information)

**EMERGING SMALL BUSINESS REPORT - CONTACTS**

COMPANY NAME: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

BID NO.: \_\_\_\_\_ BID DUE DATE: \_\_\_\_\_

	ESB FIRM NAME CONTACTED	DATE	PERSON CONTACTED	DID ESB BID?	ACC- EPT BID?	REASON FOR REJECTION
1)	_____	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____	_____
5)	_____	_____	_____	_____	_____	_____
6)	_____	_____	_____	_____	_____	_____
7)	_____	_____	_____	_____	_____	_____
8)	_____	_____	_____	_____	_____	_____

**FORM D**

**DANE COUNTY**

**EMERGING SMALL BUSINESS REPORT - CERTIFICATION STATEMENT**

I, \_\_\_\_\_, \_\_\_\_\_ of  
Name Title

\_\_\_\_\_ certify to best of my knowledge and  
Company

belief that this business meets Emerging Small Business definition as indicated in Article 9 and  
that information contained in this Emerging Small Business Report is true and correct.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

Name of Bidding Firm: \_\_\_\_\_

SECTION 00 41 13

BID FORM

**BID NO. 322009**

**PROJECT: ROAD REPAVE  
TOKEN CREEK COUNTY PARK**

**TO: DANE COUNTY PUBLIC WORKS ENGINEERING DIVISION  
PROJECT MANAGER  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713**

**NOTE: WISCONSIN STATUTE 77.54 (9M) ALLOWS FOR NO SALES & USE TAX ON THE PURCHASE OF MATERIALS FOR COUNTY PUBLIC WORKS PROJECTS. THIS**

**BASE BID - LUMP SUM:**

Dane County is inviting bids for construction services to repave the access road in Token Creek County Park. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Public Works Engineering Division hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire Work, as specified in the Construction Documents, for the Base Bid stipulated sum of:

\_\_\_\_\_ and \_\_/100 Dollars  
Written Price

\$ \_\_\_\_\_  
Numeric Price

**UNIT PRICING:**

Provide unit price for the following items:

- Undercut & backfill (EBS): @ \$ \_\_\_\_\_/cu.yd.

Receipt of the following addenda and inclusion of their provisions in this Bid is hereby acknowledged:

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

Dane County Parks Department must have this project completed by June 17, 2022. Assuming this Work can be started by May 2, 2022, what dates can you commence and complete this job?

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(final, not substantial)

I hereby certify that all statements herein are made on behalf of:

\_\_\_\_\_  
(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of \_\_\_\_\_, or
2. A partnership consisting of \_\_\_\_\_, or
3. A person conducting business as \_\_\_\_\_;

Of the City, Village, or Town of \_\_\_\_\_ of the State of \_\_\_\_\_.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly disclosed prior to the Bids Due Date to another bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is qualified as a Best Value Contractor or has proven their exemption. Qualification or exemption shall be complete before Bid Due Date / Time.

The undersigned further agrees to honor the Base Bid and the Alternate Bid(s) for sixty (60) calendar days from date of Award of Contract.

**SIGNATURE:** \_\_\_\_\_  
(Bid is invalid without signature)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

END OF SECTION

**THIS PAGE IS FOR BIDDERS' REFERENCE**  
**DO NOT SUBMIT WITH BID FORM.**

**BID CHECK LIST:**

These items **must** be included with Bid:

☐ Bid Form

☐ Bid Bond

☐ Proposed Subcontractors Form

☐ Fair Labor Practices Certification

**DANE COUNTY BEST VALUE CONTRACTING QUALIFICATION**

General Contractors & all Subcontractors must be qualified as a Best Value Contractor with the Dane County Public Works Engineering Division. Qualification & listing is not permanent & must be renewed every 36 months. Complete a *Best Value Contracting Application* online at:

[publicworks.countyofdane.com/bvc](http://publicworks.countyofdane.com/bvc)

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

All bidders are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFBs & RFPs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at:

[danepurchasing.com/Account/Login?](http://danepurchasing.com/Account/Login?)

## SECTION 00 43 36

## PROPOSED SUBCONTRACTORS FORM

General Contractor Name: \_\_\_\_\_ Bid No: 322009

## Instructions:

1. Complete all information in table below.
2. Include this Form with signed Construction Contract (Section 00 52 96).
3. General contractors & subcontractors must be qualified & registered as Best Value Contractor (Dane County Ordinances, Chapter 40.07). General contractors must be qualified & registered before bids are due. Subcontractors must be qualified & registered 10 working days before performing any work related to Construction Contract. No contractor can perform work without being qualified & registered.
4. Sample Best Value Contracting Application is included in this RFB package for informational purposes; fill out form online ([publicworks.countyofdane.com/bvc](http://publicworks.countyofdane.com/bvc)).

SUBCONTRACTOR NAME	ADDRESS & PHONENO.	DIVISION OF WORK	\$\$ AMOUNT OF CONTRACT

Check box if there is another form page attached to include additional subcontractors. ☐

The undersigned, for and on behalf of the General Contractor named herein, certifies the information on this Form is accurate.

\_\_\_\_\_  
Officer or Authorized Agent Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Printed or Typed Name and Title

[illegible]

END OF SECTION

**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 322009

Authority: 2021 RES - \_\_\_\_\_

**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 \_\_\_\_\_ (hereafter, "CONTRACTOR"), and

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

**WHEREAS**, COUNTY, whose address is c/o Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Road Repaving at Token Creek County Park ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is \_\_\_\_\_ 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 \$ \_\_\_\_\_ 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 Dane County Parks Department (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 \_\_\_\_\_. The Work's substantial completion date shall be \_\_\_\_\_. 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.

**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

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
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 Public Works Director.

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **AIA** Document A310™ – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**BOND AMOUNT:****PROJECT:**

*(Name, location or address, and Project number, if any)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

_____	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
<i>(Witness)</i>	_____	
	<i>(Title)</i>	
	_____	
	<i>(Surety)</i>	<i>(Seal)</i>
<i>(Witness)</i>	_____	
	<i>(Title)</i>	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AC040307010

# **AIA® Document A312™ – 2010**

## **Performance Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# **AIA® Document A312™ – 2010**

## **Payment Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_  
and Title: \_\_\_\_\_

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_

(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

## SECTION 00 72 12

### GENERAL CONDITIONS OF CONTRACT

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## **1. CONSTRUCTION DOCUMENTS**

- A. Construction Documents, listed in Table of Contents of this Specification volume shall form part of this Contract and provisions of Construction Documents shall be as binding upon parties as if they were fully set forth in Contract itself.
- B. These shall also be considered as part of Construction Documents: Addenda, including additions and modifications incorporated in such addenda before execution of Contract; requests for information; construction bulletins; change orders; and written interpretations by Architect / Engineer or Public Works Project Manager that are made after execution of Contract.
- C. Construction Documents are complementary, and what is required by one shall be as binding as if required by all. Intent of Construction Documents is to include all labor, materials and equipment necessary for proper execution of the Work.

## **2. DEFINITIONS**

- A. These terms as used in this Contract are respectively defined as follows:
  - 1. All uses of term "County" in Construction Documents shall mean Dane County.
  - 2. All uses of term "Department" in Construction Documents shall mean Department of Administration - Public Works Engineering Division, which is a unit of Dane County government. Department is County agency overseeing Contract with Contractor.
  - 3. Public Works Project Manager is appointed by and responsible to Department. Public Works Project Manager has authority to act on behalf of Department and will sign change orders, payment requests and other administrative matters related to projects.
  - 4. Public Works Project Manager is responsible for supervision, administration and management of field operations involved in construction phase of this Work.
  - 5. Term "Work" includes all labor, equipment and materials necessary to produce project required by Construction Documents.
  - 6. Term "Substantial Completion" is date when project or specified area of project is certified by Architect / Engineer that construction is sufficiently completed, in accordance with Construction Documents, and as modified by any subsequent changes agreed to by parties, so that County may occupy project or specified area of project for use for which it was intended subject to permit approval for occupancy.
  - 7. Contractor is person, firm, or corporation with whom County makes Contract. Though multiple contracts may be involved, Construction Documents treat them throughout as if each were of singular number.

## **3. ADDITIONAL INSTRUCTIONS AND DRAWINGS**

- A. Contractor may be furnished additional instructions and detail drawings as necessary to carry out the Work included in Contract. Additional drawings and instructions thus supplied to Contractor will coordinate with Construction Documents and will be so prepared that they can be reasonably interpreted as part thereof. Contractor shall carry out the Work in accordance with additional detail drawings and instructions.

## **4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- A. Not Used.

## **5. CUTTING AND PATCHING**

- A. Contractor shall be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. Contractor shall not damage or endanger portion of the Work or fully or partially completed construction of County or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by County or separate contractor except with written consent of County and of such separate contractor; such consent shall not be unreasonably withheld. Contractor shall not withhold unreasonably from County or separate contractor, Contractor's consent to cutting or otherwise altering the Work.

## **6. CLEANING UP**

- A. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. Contractor shall remove from and about the Work waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials at completion of the Work. Contractor shall maintain streets and sidewalks around the Work site in clean condition. Contractor shall remove all spillage and prevent tracking of spillage arising from performance of the Work, into, out of, and within the Work site. Contractor shall establish regular maintenance program of sweeping, vacuuming and / or hosing to minimize accumulation of dirt and dust upon such areas.
- B. If Contractor fails to clean up as directed in Construction Documents, County may do so and shall charge Contractor cost thereof.
- C. Contractor shall be responsible for broken windows and glass, and at completion of the Work shall replace such damaged or broken windows and glass. After replacing damaged or broken windows and glass, Contractor shall remove all labels, wash and polish both sides of all windows and glass.
- D. In addition to general cleaning, Contractor shall perform following final cleaning for all trades at completion of the Work:
  - 1. Remove temporary protections.

## **7. USE OF SITE**

- A. Contractor shall provide County and Architect / Engineer access to the Work under all circumstances.
- B. Contractor shall confine operations at site to areas permitted by County, law, ordinance, permits and Construction Documents and shall not unreasonably encumber site with materials or equipment. Contractor shall assure free, convenient, unencumbered, direct and safe access to all properties adjacent to the Work for County, its employees, invitees and guests.

## **8. MATERIALS AND WORKMANSHIP**

- A. Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary to complete the Work required by this Contract, within time specified, in accordance with provisions of Construction Documents.

- B. All equipment and materials incorporated in the Work covered by this Contract are to be new; use recycled and / or recovered materials to extent that such use is technically and economically feasible. Recovered materials are products recovered from solid waste in form identical to original form for use that is same as, or similar to original use. Recycled materials are products manufactured from solid waste.
- C. If requested, Contractor shall furnish satisfactory evidence as to kind and quality of construction materials proposed or used. Contractor shall furnish to Architect / Engineer, for approval, manufacturer name and model, performance capacities and other pertinent information of machinery, mechanical, electrical or other types of equipment, which Contractor plans to install.
- D. If not otherwise provided, materials and labor called for in this Contract shall be provided and performed in accordance with established practice and standards recognized by Architects, Engineers, Department, and construction industry.
- E. Reference to "Standard" specifications of any association or manufacturer, or codes of County authorities, intends most recent printed edition or catalog in effect on date that corresponds with date of Construction Documents.
- F. Whenever reference is made in Specifications that work shall be "performed", "applied", in accordance with "manufacturer's directions or instructions", Contractor to whom those instructions are directed shall furnish three (3) printed copies of such instructions to Architect / Engineer before execution of the Work.

## **9. CONTRACTOR'S TITLE TO MATERIALS**

- A. Contractor or any subcontractor shall not purchase materials or supplies for the Work subject to any chattel mortgage or under conditional sale contract or other agreement by which seller retains interest. Contractor warrants that all materials and supplies used in the Work are free from all liens, claims or encumbrances and Contractor has good title to them.

## **10. "OR EQUAL" CLAUSE**

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer's or vendor's name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.
- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
  - 1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship, performance, finish, etc.) to named item. No compromise in quality level, however small, is acceptable.
  - 2. That, in substituting materials or equipment, Contractor assumes responsibility for any changes in system or for modifications required in adjacent or related work to accommodate such substitution despite Architect / Engineer's and Department's approval, and all costs growing out of approval of "or equal" items shall be responsibility

- of Contractor. No extra costs resulting from such approval shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
3. It shall be understood that use of materials or equipment other than those specified, or approved equal by Architect / Engineer and Department, shall constitute violation of Contract, and that Architect / Engineer and Department shall have right to require removal of such materials or equipment and their replacement with specified materials or equipment at Contractor's expense.
  4. Product and manufacturer named first in Specifications or on information shown on Drawings is basis of selection of manufactured items and equipment, particularly mechanical equipment. In using other than first named products or manufacturers, including those specified as additionally approved or acceptable, Contractor assumes responsibility for any changes in system and for modifications in any work required to accommodate them. Architect / Engineer's approval of such additionally acceptable products or manufacturers, either in Specifications or in Addendum, does not relieve Contractor from obligation to coordinate such optional products with other Contractors, whose work may be affected by them, and to pay all additional costs resulting from their inclusion into the Work. Contractor's liability shall include payment of Architect / Engineer's fees for any additional services made necessary by or directly connected to such product changes. No extra costs resulting from such changes shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
- C. No request for approval of "or equal" materials will be entertained except from Contractor. Identify any request for substitution as substitution on Contractor's letter of transmittal and give reasons for substitution. Department may in its sole discretion allow substitutions of materials.

## **11. PATENTS AND ROYALTIES**

- A. If Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood, that, without exception, contract prices shall include all royalties or costs arising from use of such design, device or materials, in any way involved in the Work.
- B. Contractor shall indemnify and save harmless County from any and all claims for infringement by reason of use of such patent or copyright in connection with the Work agreed to be performed under this Contract, and shall indemnify County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during prosecution of the Work or after completion of the Work.

## **12. SURVEYS, PERMITS, REGULATIONS AND TAXES**

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.
- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor does not need to pay State and local sales & use taxes on building materials that become part of local unit government facilities. See Wisconsin Statute 77.54 (9m). This

does not include materials for highways, streets or roads. Contractor shall pay any other Sales, Consumer, Use & other similar taxes or fees required by law.

- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

### **13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE**

- A. Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and superintendence necessary to execute, complete and deliver the Work within specified time. Contractor agrees to secure at their own expense all personnel necessary to carry out the Work. Such personnel shall not be deemed County employees nor shall they have or be deemed to have any direct contractual relationship with County.
- B. Performance of any work necessary after regular working hours, on Sundays or Legal Holidays shall be without additional expense to County. Performance of any work at site at other than normal working hours must be coordinated with Public Works Project Manager.
- C. Contractor shall furnish, erect, maintain and remove such temporary works as may be required.
- D. Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of Construction Documents.
- E. At the Work site, Contractor shall give personal superintendence to the Work or shall employ construction superintendent or foreman, experienced in character of work covered by Contract, who shall have full authority to act for Contractor. Understand that such superintendent or foreman shall be acceptable to Architect / Engineer and Department.
- F. Remove from project or take other corrective action upon notice from Architect / Engineer or Department for Contractor's employees whose work is considered by Architect / Engineer or Department to be unsatisfactory, careless, incompetent, unskilled or otherwise objectionable.
- G. Contractor and subcontractors shall be required to conform to Labor Laws of State of Wisconsin and various acts amendatory and supplementary thereto and to other laws, ordinances and legal requirements applicable to the Work.
- H. Presence and observation of the Work by Architect / Engineer or Public Works Project Manager shall not relieve Contractor of any obligations.

### **14. WEATHER CONDITIONS**

- A. In event of temporary suspension of work, or during inclement weather, or whenever Architect / Engineer shall direct, Contractor shall, and shall cause subcontractors to protect carefully all work and materials against damage or injury from weather. If, in opinion of

Architect / Engineer or Department, any work or materials that have been damaged or injured due to failure on part of Contractor or any subcontractors so to protect the Work, such materials shall be removed and replaced at expense of Contractor.

## **15. PROTECTION OF WORK AND PROPERTY**

- A. Contractor shall at all times safely guard County's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect the Work, and adjacent property, from damage. Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act diligently, without previous instructions from Architect / Engineer and / or Department, in emergency that threatens loss or injury of property, or safety of life. Contractor shall notify Architect / Engineer and / or Department immediately thereafter. Promptly submit any claim for compensation by Contractor due to such extra work to Architect / Engineer and / or Department for approval as provided for in Article 18 herein.

## **16. INSPECTION AND TESTING OF MATERIALS**

- A. Authorized representatives and agents of County government shall have access at all times to the Work wherever it is in preparation or progress and Contractor shall provide facilities for such access and for inspection.
- B. Should it be considered necessary or advisable at any time before final acceptance of the Work to make examination of work already completed, by removing or tearing out same, Contractor shall upon request, promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any aspect, due to fault of Contractor or subcontractors thereof, Contractor shall assume all expenses of such examination and of satisfactory reconstruction. Contractor will be reimbursed for such examination and replacement in accordance with Article 18 - A.3., of these General Conditions of Contract if such work is found to meet requirements of Contract.
- C. If Specifications, Architect / Engineer's, or Public Works Project Manager's instructions require any work to be specially tested or approved, Contractor shall give Architect / Engineer and Public Works Project Manager timely notice of its readiness for testing or inspection. Test all materials and equipment requiring testing in accordance with accepted or specified standards, as applicable. Architect / Engineer shall recommend laboratory or inspection agency and Department will select and pay for all initial laboratory inspection services. Should retesting be required, due to failure of initial testing, cost of such retesting shall be borne by Contractor.
- D. Cost of any testing performed by manufacturers or Contractor for substantiating acceptability of proposed substitution of materials and equipment, or necessary conformance testing in conjunction with manufacturing processes or factory assemblage, shall be borne by Contractor or manufacturer responsible.

## **17. REPORTS, RECORDS AND DATA**

- A. Contractor shall submit to Architect / Engineer and Public Works Project Manager such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, invoices,

records and other data as either may request concerning work performed or to be performed under this Contract.

## **18. CHANGES IN THE WORK**

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by one of these methods:
1. Unit bid prices previously approved.
  2. Agreed lump sum based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.
    - c) Ownership or rental cost of construction tools and equipment during time of use on extra work.
    - d) Power and consumable supplies for operation of power equipment.
    - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
    - f) Social Security and old age and unemployment contributions.
    - g) Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
    - h) On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
    - i) Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
  3. Cost-plus work, with not-to-exceed dollar limit, based on actual cost of:
    - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
    - b) Materials entering permanently into the Work.
    - c) Ownership or rental cost of construction tools and equipment during time of use on extra work. Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment.
    - d) Power and consumable supplies for operation of power equipment.
    - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
    - f) Social Security and old age and unemployment contributions.
    - g) To cost under (3), there shall be added fixed fee to be agreed upon but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense.
    - h) On that portion of the Work under (3) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense.
    - i) Contractor shall keep and present, in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.

- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work when Contractor is authorized in writing by Public Works Project Manager to proceed.

## **19. EXTRAS**

- A. Without invalidating Contract, Department may order extra work or make changes by altering, adding to or deducting from the Work, contract sum being adjusted in accordance with Article 18 herein.

## **20. TIME FOR COMPLETION**

- A. Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the Work as stated in Construction Documents.

## **21. CORRECTION OF WORK**

- A. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to inspection of Architect / Engineer and Public Works Project Manager who shall be judge of quality and suitability of the Work, materials, and processes of manufacture for purposes for which they are used. Should they fail to meet Architect / Engineer's and Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, by Contractor at Contractor's expense. Immediately remove all rejected material from site.
- B. If Contractor defaults or neglects to carry out the Work in accordance with Construction Documents or fails to perform any provision of Contract, Department may, after ten (10) business days' written notice to Contractor and without prejudice to any other remedy County may have, make good such deficiencies. In such case, appropriate Change Order shall be issued deducting from Contractor's payments then or thereafter, cost of correcting such deficiencies, including cost of Architect / Engineer's additional services made necessary by such default, neglect or failure.

## **22. SUBSURFACE CONDITIONS FOUND DIFFERENT**

- A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary, any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

## **23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT**

- A. In event that any provisions of this Contract are violated by Contractor or by any subcontractors, County may serve written notice upon Contractor and Surety of its intention to terminate Contract, such notice to contain reasons for such intention to terminate Contract, and unless within ten (10) business days after serving of such notice upon Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, Contract shall, upon expiration of said ten (10) business days, cease and terminate.
- B. In event of any such termination, County shall immediately serve notice thereof upon Surety and Contractor, and Surety shall have right to take over and perform Contract subject to County's approval; provided, however, that if Surety does not commence performance thereof within ten (10) business days from date of mailing to such Surety of notice of termination, County may take over the Work and prosecute same to completion by contract, or by force account, at expense of Contractor; Contractor and Surety shall be liable to County for any excess cost occasioned County thereby, and in such event County may take possession of and utilize in completing the Work, such materials and equipment as may be on the Work site and therefore necessary.

## **24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
  - 1. List of construction activities;
  - 2. Start, finish and time required for completion of each activity;
  - 3. Sequential relationships between activities;
  - 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
  - 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
  - 6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
  - 1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.
  - 2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
  - 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:

1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
  2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
    - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
    - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
    - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
  3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Manager.

## **25. PAYMENTS TO CONTRACTOR**

- A. Contractor shall provide:
1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
  2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- D. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.
- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.

- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of Administration - Public Works Engineering Division shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County.

## **26. WITHHOLDING OF PAYMENTS**

- A. County, after having served written notice on said Contractor, may either pay directly any unpaid bills of which Department has written notice, or withhold from Contractor's unpaid compensation sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged; whereupon, payment to Contractor shall be resumed in accordance with terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon County to either Contractor or Contractor's Surety.
- B. In paying any unpaid bills of Contractor, County shall be deemed agent of Contractor, and any payment so made by County, shall be considered as payment made under Contract by County to Contractor and County shall not be liable to Contractor for any such payment made in good faith.
- C. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of lawful demands of subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

## **27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- A. Making of final payment shall constitute waiver of all claims by County except those arising from:
  - 1. Unsettled lien;
  - 2. Faulty or defective work appearing after substantial completion;
  - 3. Failure of the Work to comply with requirements of Construction Documents; or
  - 4. Terms of any special guarantees required by Construction Documents.
- B. Acceptance of final payment shall constitute waiver of all claims by Contractor.

## **28. PAYMENTS BY CONTRACTOR**

- A. Contractor shall pay following not later than fifth (5<sup>th</sup>) business day following each payment received from County:
  - 1. All transportation and utility services rendered;
  - 2. All materials, tools, and other expendable equipment that have been delivered at site of the Work to extent of ninety percent (90%) of cost thereof, and balance of cost thereof when said balance is paid to Contractor; and
  - 3. Each subcontractor, respective amount allowed Contractor because of work performed by subcontractor to extent of subcontractor's interest therein.

## **29. CONTRACT SECURITY**

- A. Contractor shall furnish Performance and Payment Bonds in amount at least equal to one hundred percent (100%) of Contract price as security for faithful performance of this Contract and payment of all persons performing labor on project under this Contract and furnishing materials in connection with this Contract.
- B. Sample Performance and Payment Bonds that Contractor will be required to execute is bound into these Construction Documents. Before construction Contract is consummated, completed Performance and Payment Bonds must be approved by Department.

## **30. ASSIGNMENTS**

- A. Contractor shall not assign whole or any part of this Contract or any moneys due or to become due hereunder without written consent of Department. In case Contractor assigns all or any part of any moneys due or to become due under this Contract, instrument of assignment shall contain clause substantially to effect that it is agreed that right of assignee in and to any moneys due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for performance of the Work called for in this Contract.

## **31. MUTUAL RESPONSIBILITY OF CONTRACTORS**

- A. If, through acts of neglect on part of Contractor or any subcontractor shall suffer loss or damage on the Work, Contractor agrees to settle with such subcontractor by agreement or arbitration if such other subcontractor will so settle. If such subcontractor shall assert any claim against County on account of any damage alleged to have been sustained, Department shall notify Contractor, who shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives against any such claim.

### **32. SEPARATE CONTRACTS**

- A. Department may award other contracts for the Work and all Contractors shall fully cooperate with each other and carefully adjust their work to that provided under other contracts as may be directed by Department. No Contractor shall commit or permit any act that will interfere with performance of the Work by any other Contractor.
- B. Contractor shall coordinate the Work with those of other Contractors. Cooperation will be required in arrangement for storage of materials and in detailed execution of the Work. Contractor, including subcontractors, shall keep informed of progress and detail work of others and shall notify Architect / Engineer or Department immediately of lack of progress or defective workmanship on part of others. Failure of Contractor to keep informed of the Work progressing on site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of status of the Work as being satisfactory for proper coordination with Contractor's own work.

### **33. SUBCONTRACTS**

- A. Contractor may use services of specialty subcontractors on those parts of the Work that, under normal contracting practices, are performed by specialty subcontractors.
- B. Contractor shall not award any work to any subcontractor without prior approval of Department. Qualifications of subcontractors shall be same as qualifications of Contractor. Request for subcontractor approval shall be submitted to Department fifteen (15) business days before start of subcontractor's work. If subcontractors are changed or added, Contractor shall notify Department in writing.
- C. Contractor shall be as fully responsible to County for acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by terms of General Conditions of Contract and other Construction Documents insofar as applicable to work of subcontractors and to give Contractor same power as regards terminating any subcontract that Department may exercise over Contractor under any provision of Construction Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and County.
- F. Contractor shall insert in all subcontracts, Articles 26, 33, 43 and 45, respectively entitled: "Withholding of Payments", "Subcontracts", "Affirmative Action Provision and Minority / Women / Disadvantaged Business Enterprises", and "Minimum Wages", and shall further require all subcontractors to incorporate physically these same Articles in all subcontracts.

### **34. PROJECT MANAGER'S AUTHORITY**

- A. Public Works Project Manager shall:
  - 1. Administer and ensure compliance with Construction Documents;

2. Provide responsible on-site observations of construction and have authority to request work and to stop work whenever necessary to insure proper enforcement of Construction Documents;
3. Convene and chair project meetings and foreman's coordination meetings when necessary to coordinate resolution of conflicts between Contractors, Architects, Engineers, Consultants, and Department; and
4. Check and inspect material, equipment and installation procedures of all trades for proper workmanship and for compliance with Drawings, Specifications and Shop Drawings, permit no material on project site that is not satisfactory and reject work not in compliance with Construction Documents.

### **35. CONSULTANT'S AUTHORITY**

- A. Engineer, Consultant is retained by, and is responsible to Department acting for County.
- B. Engineer, Consultant shall determine amount, quality, acceptability, and fitness of several kinds of work and materials that are provided under this Contract and shall decide all questions that may arise in relation to said work and construction thereof.
- C. Engineer, Consultant shall decide meaning and intent of any portion of Specifications and of any Drawings where they may be found obscure or be in dispute.
- D. Engineer, Consultant shall provide responsible observation of construction. Architect / Engineer has authority to stop the Work whenever such stoppage may be necessary to insure proper execution of Construction Documents.
- E. Engineer, Consultant shall be interpreter of conditions of Construction Documents and judge of its performance.
- F. Within reasonable time, Engineer, Consultant shall make decisions on all matters relating to progress of the Work or interpretation of Construction Documents.
- G. Engineer's, Consultant's decisions are subject to review by Public Works Project Manager.

### **36. STATED ALLOWANCES**

- A. Stated allowances enumerated in Instructions to Bidders shall cover net cost of materials or equipment, and all applicable taxes. Contractor's cost of delivery and unloading at site, handling costs on site, labor, installation costs, overhead, profit and any other incidental costs shall be included in Contractor's bid, but not as part of cash allowance.
- B. Department will solicit at least two (2) bids on materials or equipment for which allowance is stated and select on basis of lowest qualified responsible bid. Contractor will then be instructed to purchase "Allowed Materials". If actual price for purchasing "Allowed Materials", including taxes, is more or less than "Cash Allowance", Contract price shall be adjusted accordingly. Adjustment in Contract price shall not contain any cost items excluded from cash allowance.

### **37. ESTIMATES OF QUANTITIES**

- A. Whenever estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of Construction Documents, they are given for use in comparing

bids and right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable by Department to complete the Work included in this Contract, and cost for such increase or diminution shall be adjusted in manner provided for in General Conditions of Contract Article 18 entitled "Changes in the Work".

### **38. LANDS AND RIGHTS-OF-WAY**

- A. Prior to start of construction, County shall furnish all land and rights-of-way necessary for carrying out and completion of the Work to be performed under this Contract.

### **39. GENERAL GUARANTEE**

- A. Neither final certificate of payment nor any provision in Construction Documents nor partial or entire occupancy of premises by County shall constitute acceptance of work not done in accordance with Construction Documents or relieve Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
  - 1. In no event shall making of any payment required by Contract constitute or be construed as waiver by County of any breach of covenants of Contract or waiver of any default of Contractor and making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice right of County with respect to recovery of damages or other remedy as result of such breach or default.
- B. Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting there from, which appear within period of one (1) year from date of substantial completion, providing such defects are not clearly due to abuse or misuse by County. Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on date when such work is inspected and approved by Engineer's, Consultant's and Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Specifications for periods in excess of one (1) year, such longer terms shall apply; however, Contractor's Performance and Payment Bonds shall not apply to any guarantee or warranty period in excess of one (1) year.

### **40. CONFLICTING CONDITIONS**

- A. Any provision in any of Construction Documents which may be in conflict or inconsistent with any Articles in these General Conditions of Contract or Supplementary Conditions shall be void to extent of such conflict or inconsistency.
- B. In case of ambiguity or conflict between Drawings and Specifications, Specifications shall govern.
- C. Printed dimensions shall be followed in preference to measurements by scale. Large-scale drawings take precedence over small-scale drawings. Dimensions on Drawings and details are subject to field measurements of adjacent work.

#### **41. NOTICE AND SERVICE THEREOF**

- A. Any notice to Contractor from Department relative to any part of this Contract shall be in writing and considered delivered and service thereof completed, when said notice is posted, by certified or registered mail, to Contractor at Contractor's last given address, or delivered in person to said Contractor, or Contractor's authorized representative on the Work.

#### **42. PROTECTION OF LIVES AND HEALTH**

- A. In order to protect lives and health of Contractor's employees under Contract, Contractor shall comply with all pertinent provisions of Wisconsin Administrative Code, Rules of Department of Commerce, relating to Safety and Health.
- B. Contractor alone shall be responsible for safety, efficiency and adequacy of Contractor's tools, equipment and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

#### **43. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES**

- A. Affirmative Action Provisions.
  - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
  - 2. Contractor is subject to this Article only if Contractor has twenty (20) or more employees and receives \$20,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Specialist in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) business days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Office of Equity & Inclusion, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
  - 3. Contact Dane County Contract Compliance Specialist at Dane County Office of Equity & Inclusion, 210 Martin Luther King, Jr. Blvd., Room 356, Madison, WI 53703, 608/266-4192.
  - 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Specialist as 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 provision of this Contract.

- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
  - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
  - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

#### **44. COMPLIANCE WITH FAIR LABOR STANDARDS**

- A. During term of this Contract, Contractor shall report to County Contract Compliance Specialist, within ten (10) business days, any allegations to, or findings by National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Contractor has violated statute or regulation regarding labor standards or relations. If investigation by Contract Compliance Specialist results in final determination that matter adversely affects Contractor's responsibilities under this Contract, and which recommends termination, suspension or cancellation of this Contract, County may take such action.
- B. Contractor may appeal any adverse finding by Contract Compliance Specialist as set forth in Dane County Ordinance 25.015(11)(c) through (e).
- C. Contractor shall post this statement in prominent place visible to employees: "As condition of receiving and maintaining contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

#### **45. USE AND OCCUPANCY PRIOR TO ACCEPTANCE**

- A. Contractor agrees to use and occupancy of portion or unit of the Work before formal acceptance by Department, provided Department:
  - 1. Secures written consent of Contractor; except when in opinion of Public Works Project Manager, Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements.
  - 2. Secures endorsement from insurance carrier and consent of Surety permitting occupancy of building or use of the Work during remaining period of construction, or, secures consent of Surety.
  - 3. Assumes all costs and maintenance of heat, electricity and water.
  - 4. Accepts all work completed within that portion or unit of the Work to be occupied, at time of occupancy.

#### **46. CLAIMS**

- A. No claim may be made until Department's Public Works Director has reviewed Engineer's, Consultant's decision as provided for in Article 35 of General Conditions of Contract. If any claim remains unresolved after such review by Department's Public Works Director, the claim may be filed under Wisconsin Statute 893.80. Work shall progress during period of any dispute or claim. Unless specifically agreed between parties, venue will be in Dane County, Wisconsin.

#### **47. ANTITRUST AGREEMENT**

- A. Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by County. Therefore, Contractor hereby assigns to County any and all claims for such overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from antitrust violations commencing after price is established under this Contract and any change order thereto.

#### **48. INSURANCE**

- A. Contractor Carried Insurance:
1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk Manager, 425 City-County Building, 210 Martin Luther King Jr. Blvd., Madison, WI 53703. Contractor shall not allow any subcontractor to commence work until insurance required of subcontractor has been so obtained and approved. Company providing insurance must be licensed to do business in Wisconsin.
  2. Worker's Compensation Insurance:
    - a) Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of Contractor's employees engaged in work at site of project under this Contract and, in case of any such work sublet, Contractor shall require subcontractor similarly to provide Worker's Compensation Insurance for all of latter's employees to be engaged in such work unless such employees are covered by protection afforded by Contractor's Worker's Compensation Insurance.
    - b) If any claim of employees engaged in hazardous work on project under this Contract is not protected under Worker's Compensation Statute, Contractor shall provide and shall cause each subcontractor to provide adequate Employer's Liability Insurance for protection of such of Contractor's employees as are not otherwise protected.
  3. Contractor's Public Liability and Property Damage Insurance:
    - a) Contractor shall procure and maintain during life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in amount not less than \$1,000,000 bodily injury, including accidental death, to any one person, and subject to same limit for each person, in amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in amount not less than \$1,000,000 or combined single limit of at least \$1,000,000 with excess coverage over and above general liability in amount not less than \$5,000,000. Contractor shall add "Dane County" as additional insured for each project.
    - b) Contractor's Public Liability and Property Damage Insurance shall include Products, Completed Operation, and Contractual Liability under Insurance Contract. "Contractor shall in all instances save, defend, indemnify and hold harmless County and Architect / Engineer against all claims, demands, liabilities, damages or any other costs which may accrue in prosecution of the Work and that Contractor will save, defend, indemnify and hold harmless County and Architect / Engineer from all damages caused by or as result of Contractor's operations" and each shall be listed as additional insured on Contractor's and subcontractors' insurance policies.
    - c) Obligations of Contractor under Article 50.A.2.b) shall not extend to liability of Architect / Engineer, agents or employees thereof, arising out of:
      - 1) Preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

- 2) Giving of or failure to give directions or instructions by Architect / Engineer, agents or employees thereof provided such giving or failure to give is primary cause of injury or damage.
- d) Contractor shall procure and shall maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.
- e) Contractor shall either:
  - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
  - 2) Insure activities of subcontractors in Contractor's own policy.
4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager."

**B. Builder's Risk:**

1. County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$1,000,000 or less. Therefore, if project completed value is more than \$1,000,000, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

**C. Indemnification / Hold Harmless:**

1. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, and is caused in whole or in part by any act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by part indemnified hereunder.
2. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, indemnification obligation under this Contract shall not be limited in any way by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.

3. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of:
  - a) Preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or
  - b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

#### **49. WISCONSIN LAW CONTROLLING**

- A. It is expressly understood and agreed to by parties hereto that in event of any disagreement or controversy between parties, Wisconsin law shall be controlling.

END OF SECTION

## SECTION 00 73 00

## SUPPLEMENTARY CONDITIONS

## 1. APPLICATION &amp; CERTIFICATE FOR PAYMENT

- A. Every contractor engaged in performance of any contract for Public Works Engineering Division shall submit partial and final Application & Certificate for Payment for work under said contract. Form shall provide similar information as shown on AIA G702™ and G703™ forms (samples shown below). Forms shall be submitted to Public Works Project Manager for approval.

**AIA® Document G702™ – 1992**

**Application and Certificate for Payment**

TO OWNER: PROJECT: APPLICATION NO: Distribution to:  
PERIOD TO: OWNER ☐  
CONTRACT FOR: ARCHITECT ☐  
CONTRACT DATE: CONTRACTOR ☐  
PROJECT NOS: FIELD ☐  
OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$  
2. NET CHANGE BY CHANGE ORDERS \$  
3. CONTRACT SUM TO DATE (Line 1 + 2) \$  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:  
a. % of Completed Work (Columns D + E on G703) \$  
b. % of Stored Material (Column F on G703) \$  
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) \$  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$  
8. CURRENT PAYMENT DUE \$  
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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010711A0204



ALA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:  
APPLICATION DATE:  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

[illegible]

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703® – 1992. Copyright © 1963, 1966, 1996, 1997, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 10-2104044

## SECTION 00 73 00

### BEST VALUE CONTRACTING

#### 1. CONTRACTORS / LICENSURE APPLICANTS

The Dane County Public Works Engineering Division requires contractors & subcontractors to be a Best Value Contractor (BVC) before being hired. Contractor & subcontractor application documents should be turned in immediately. Contractor approval or exemption must be complete prior to Bid Due Date / Time. All subcontractors must also be approved or prove their exemption ten (10) business or more days before performing any work under a County contract. Complete & properly execute this document, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

Contractors or subcontractors of any tier who attain qualification status will retain that status for a period of three (3) years from the date of qualification. Contractors shall notify the Dane County Public Works Engineering Division within fifteen (15) days of any changes to its business or operations that are relevant to the application or status. Failure to do so could result in suspension, revocation of the contractor's qualification, debarment from County contracts for up to three (3) years and / or other sanctions available under the law.

No contracts will be awarded for construction work performed on Dane County projects unless the contractor is currently approved as a Wisconsin Trade Trainer or has applied for approval as an Apprenticeship Trade Trainer to the Wisconsin Department of Workforce Development and agrees to an acceptable apprenticeship program. If you are not currently approved as a Wisconsin Trade Trainer, or have not applied for approval as an Apprenticeship Trade Trainer, please contact the Department of Workforce Development - Bureau of Apprenticeship Standards at 608/266-3133 or visit their web site at: <https://dwd.wisconsin.gov/apprenticeship/>.

Fill out the BVC Application at the Public Works Engineering Division web site ([publicworks.countyofdane.com/bvc](http://publicworks.countyofdane.com/bvc)). This document is in the RFB for reference only. The following page shows what the questions are on the application.

#### 2. EXEMPTIONS TO QUALIFICATION

Contractors performing work that does not apply to an apprenticeable trade, as outlined in Item 4. Apprenticeable Trades, is the only reason for claiming an exemption if not an active Wisconsin Trades Trainer. See Question 18A.

#### 3. APPLICATION QUESTIONS

NO.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also qualified with the County or become so ten (10) or more days before beginning any work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does your firm possesses all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

4	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Will your firm maintain a substance abuse policy for employees hired for Public Works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your employees who will perform work on a Public Works project all be covered under a current workers compensation policy and be properly classified under such policy?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	Will your employees who will perform work on a Public Works project have the opportunity to enroll in minimum essential coverage and not be subject to an enrollment period of more than 60 days per the federal Affordable Care Act, Sec. 1513?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
9	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
10	Has your firm been the subject of any order or judgement from any State or Federal Agency or court concerning employment practice, including but not limited to: classification of employees under state unemployment or workers compensation laws; minimum wage, overtime pay, recordkeeping, and child labor standards imposed by federal or state law; and employment discrimination or unfair labor practices prohibited by federal or state law. (Attach copies of any order or judgement)	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	Is your firm authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. Chaps. 178, 179, 180, 181, or 183?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, attach a statement explaining the nature of the firm relationship.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
15	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
16	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
17	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
18	Does the Wisconsin Bureau of Apprenticeship Standards determine your firm an active Wisconsin Trade Trainer as?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.

18A	Is your firm claiming an exemption to qualification?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
19	Has Contractor been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

#### 4. APPRENTICEABLE TRADES:

- Bricklayer
- Boilermaker
- Carpenter
- Cement Mason (Concrete Finisher)
- Cement Mason (Heavy Highway)
- Construction Craft Laborer
- Data Communications Installer
- Electrician
- Elevator Mechanic / Technician
- Environmental Systems Technician / HVAC Service Technician / HVAC Install & Service
- Glazier
- Heavy Equipment Operator / Operating Engineer
- Insulation Worker (Heat & Frost)
- Iron Worker (Assembler, Metal Buildings)
- Painter / Decorator
- Plasterer
- Plumber
- Roofer / Waterproofofer
- Sheet Metal Worker
- Sprinkler Fitter
- Steamfitter (Service & Refrigeration)
- Taper & Finisher
- Telecommunications (Voice, Data & Video) Installer / Technician
- Tile Setter

END OF SECTION

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a bid, application or proposal for a contract or agreement with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not 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 signature date of this Certification.

\_\_\_\_\_ 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 signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlr.gov](http://www.nlr.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.09 is as follows:

(1) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

Include this completed Certification with your bid, application or proposal.

END OF SECTION

SECTION 01 00 00  
GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Summary
  2. Summary of the Work
  3. Contractor Use of Premises
  4. Applications for Payment
  5. Change Procedures
  6. Alternates
  7. Lump Sum Allowances for Work
  8. Coordination
  9. Cutting and Patching
  10. Conferences
  11. Progress Meetings
  12. Job Site Administration
  13. Submittal Procedures
  14. Proposed Products List
  15. Shop Drawings
  16. Product Data
  17. Samples
  18. Manufacturers' Instructions
  19. Manufacturers' Certificates
  20. Quality Assurance / Quality Control of Installation
  21. References
  22. Interior Enclosures
  23. Protection of Installed Work
  24. Parking
  25. Staging Areas
  26. Occupancy During Construction and Conduct of Work
  27. Protection
  28. Progress Cleaning
  29. Products
  30. Transportation, Handling, Storage and Protection
  31. Product Options
  32. Substitutions
  33. Starting Systems
  34. Demonstration and Instructions
  35. Contract Closeout Procedures
  36. Final Cleaning
  37. Adjusting
  38. Operation and Maintenance Data
  39. Spare Parts and Maintenance Materials

#### 40. As-Built and Record Drawings and Specifications

### 1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide construction services to mill existing asphalt and repave at Token Creek County Park.
- B. Work by Owner:
  - 1. Site Prep (tree trimming, signage removal)
  - 2. Pavement Striping
  - 3. Restoration of disturbed turf areas
- C. Permits: Not applicable.
- D. Diggers Hotline:
  - 1. It is General Contractor's responsibility to contact Diggers Hotline to have all utility locations marked prior to excavation and planning excavation so as not to delay the Work.
  - 2. Use Diggers Hotline to obtain information on safe working clearances from overhead lines.
  - 3. Completely comply with all requirements of each affected utility company.
  - 4. It is General Contractor's responsibility to contact & hire private utility locating services if necessary.

### 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by others and work by Owner.
- B. Coordinate utility outages and shutdowns with Owner.

### 1.4 APPLICATIONS FOR PAYMENT

- A. Submit each Application for Payment on AIA G702™ and G703™ forms or approved contractors invoice form. Contractor shall have these forms notarized and signed.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

### 1.5 CHANGE PROCEDURES

- A. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from contingency allowance.

#### 1.6 ALTERNATES

- A. Schedule of Alternates: there are no alternates proposed for this project.

#### 1.7 LUMP SUM ALLOWANCES FOR WORK

- A. Not Used.

#### 1.8 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
- D. Contractor shall provide Public Works Project Manager with work plan that ensures the Work's completion within required time & schedule.
- E. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

#### 1.9 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching new work; restore work with new Products.
- B. Submit written request in advance of cutting or altering structural or building enclosure elements.
- C. Fit work tight to adjacent elements. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- D. Refinish surfaces to match adjacent finishes.

#### 1.10 CONFERENCES

- A. Project shall have pre-bid conference; see Instructions to Bidders.
- B. Owner will schedule preconstruction conference after Award of Contract for all affected parties.
- C. Contractor shall submit Construction Schedule at pre-construction meeting.

- D. When required in individual Specification section, convene pre-installation conference at project site prior to commencing work of Section.

#### 1.11 PROGRESS MEETINGS

- A. Day & time of progress meetings to be determined at pre-construction meeting.
- B. General Contractor shall schedule and administer meetings throughout progress of the Work at minimum of one (1) per weektime with Public Works Project Manager, involved Dane County staff & other individuals as required.
- C. General Contractor shall preside at meetings, record minutes, and distribute copies within two (2) business days to those attending & those affected by decisions made.
- D. Attendance at progress meetings by General Contractor, subcontractors, or their authorized representative is mandatory.
- E. Contractors shall give verbal reports of progress on the Work, discuss schedule for upcoming period and present all conflicts, discrepancies or other difficulties for resolution.

#### 1.12 JOB SITE ADMINISTRATION

- A. Contractor shall have project superintendent on site minimum of four (4) hours per day during progress of the Work.
- B. Contractor shall not change their project superintendent or project manager for duration of the Work without written permission of Public Works Project Manager.

#### 1.13 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier and pertinent Construction Documents references.
- B. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with requirements of the Work and Construction Documents.
- C. Identify variations from Construction Documents and Product or system limitations that may be detrimental to successful performance of completing the Work.
- D. Revise and resubmit submittals as required; identify all changes made since previous submittal.

1.14 PROPOSED PRODUCTS LIST

- A. Within fifteen (15) business days after date of Award of Contract, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product.

1.15 SHOP DRAWINGS

- A. Submit number of copies that Contractor & Architect / Engineer require, plus one (1) copy for Public Works Project Manager to retain.

1.16 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus one (1) copy for Public Works Project Manager to retain.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

1.17 SAMPLES

- A. Not Used.

1.18 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual Specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

1.19 MANUFACTURERS' CERTIFICATES

- A. When specified in individual Specification sections, submit manufacturers' certificate to Public Works Project Manager for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

1.20 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

#### 1.21 REFERENCES

- A. Conform to reference standard by date of issue current as of date for receiving bids.
- B. Should specified reference standard conflict with Construction Documents, request clarification from Public Works Project Manager before proceeding.

#### 1.22 INTERIOR ENCLOSURES

- A. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent distribution of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.

#### 1.23 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual Specification sections.

#### 1.24 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Parking shall be available at the Work site
- B. All Contractors and their employees shall cooperate with General Contractor and others in parking of vehicles to avoid interference with normal operations and construction activities.
- C. Do not obstruct existing service drives and parking lots with equipment, materials and / or vehicles. Keep accessible for Owner's use at all times.

#### 1.25 STAGING AREAS

- A. Coordinate staging areas with Public Works Project Manager prior to starting the Work.
- B. On-site space for use as staging areas and storage of materials is limited and will be apportioned among various Contractors as their needs dictate with due regard for storage requirements of each Contractor. Each Contractor shall be responsible for safety of equipment and materials that are stored on site.

#### 1.26 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. All Dane County property prohibits smoking.
- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.

- D. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- E. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- F. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
  - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
  - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
  - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- G. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- H. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- I. Owner shall not be held liable for any lost time, wages, or impacts to construction schedule by any Contractor or construction personnel dismissed for failure to uphold requirements of this Section.
- J. Contractor & Subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](https://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](https://publichealthmdc.com/coronavirus/forward-dane/current-order)). Dane County reserves right to mandate safe physical distancing & use of facemasks by all personnel while inside any County facility or on any County grounds.

#### 1.27 PROTECTION

- A. Contractor shall protect from damage / injury all trees, shrubs, hedges, plantings, grass, mechanical, electrical & plumbing equipment, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.

#### 1.28 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

## 1.29 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by Construction Documents.

## 1.30 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

## 1.31 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intentional to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall submit said materials specifications to Public Works Project Manager for approval at least seven (7) business days prior to Bid Due Date.
- B. Products and materials that are not specified, but have been approved for use by Public Works Project Manager shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Due Date may be considered. Owner reserves right to approve or reject substitutions based on Specification requirements and intended use.

## 1.32 SUBSTITUTIONS

- A. Public Works Project Manager shall consider requests for Substitutions only within fifteen (15) calendar days after date of Public Works Construction Contract.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Limit each request to one (1) proposed Substitution for Public Works Project Manager's consideration.
- D. Substitutions shall not change contract price established at Bid Due Date.

## 1.33 STARTING SYSTEMS

- A. Not Used.

1.34 DEMONSTRATION AND INSTRUCTIONS

- A. Not Used.

1.35 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Construction Documents have been reviewed, the Work has been inspected, and the Work is complete in accordance with Construction Documents and ready for Public Works Project Manager's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.36 FINAL CLEANING

- A. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.37 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.38 OPERATION AND MAINTENANCE MANUAL

- A. Not Used.

1.39 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Not Used. .

1.40 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

- A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Manager with original marked up redlines of Construction Documents' drawings and specifications that shall include all Addendums, Change Orders, Construction Bulletins, Field Directives, on-site changes, field corrections, etc. These are project As-Built Drawings & Specifications

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT, DISPOSAL & RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. Section Includes:
  - 1. Summary
  - 2. Waste Management Goals
  - 3. Construction and / or Demolition Waste Management
  - 4. Waste Management Plan
  - 5. Reuse
  - 6. Recycling
  - 7. Materials Sorting and Storage On Site
  - 8. Lists of Recycling Facilities Processors and Haulers
  - 9. Waste Management Plan Form
- B. Related Sections:
  - 1. Section 01 00 00 - General Requirements

##### 1.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in Dane County Green Building Policy, Resolution 299, 1999-2000.

##### 1.3 CONSTRUCTION AND / OR DEMOLITION WASTE MANAGEMENT

- A. All construction and demolition waste suitable for recycling may go to Dane County Construction & Demolition Recycling Facility located at 7102 US Hwy 12, Madison, located across from Yahara Hills Golf Course. This facility can receive mixed loads of construction and demolition waste. For complete list of acceptable materials, see [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction).
- B. Dane County Landfill, also at 7102 US Hwy 12, Madison, must receive all other waste from this project. [landfill.countyofdane.com/services/landfill](http://landfill.countyofdane.com/services/landfill).

##### 1.4 WASTE MANAGEMENT PLAN

- A. Contractor shall develop Waste Management Plan (WMP) for this project. Contact the Dane County Special Projects & Materials Manager with questions. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.
- B. Contractor shall complete WMP and include cost of recycling / reuse in Bid. Submit WMP to Public Works Project Manager within fifteen (15) business days of Bid Due date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:

1. Information on:
  - a. Types of waste materials produced as result of work performed on site;
  - b. Estimated quantities of waste produced;
  - c. Identification of materials with potential to be recycled or reused;
  - d. How materials will be recycled or reused;
  - e. On-site storage and separation requirements (on site containers);
  - f. Transportation methods; and
  - g. Destinations.

#### 1.5 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Investigate salvage for materials not reusable on site.

#### 1.6 RECYCLING

- A. These materials may be recycled at Dane County Construction & Demolition Recycling Facility:
  1. Wood.
  2. Wood Pallets.
  3. PVC Plastic (pipe, siding, etc.).
  4. Asphalt & Concrete.
  5. Bricks & Masonry.
  6. Vinyl Siding.
  7. Cardboard.
  8. Metal.
  9. Unpainted Gypsum Drywall.
  10. Shingles.
- B. These materials can be recycled elsewhere in Dane County area:
  1. Fluorescent Lamps.
  2. Foam Insulation & Packaging (extruded and expanded).
  3. Carpet Padding.
  4. Barrels & Drums.
- C. All materials must be recycled at WDNR permitted waste processing facilities that adhere to all State Statutes.

#### 1.7 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.
- C. Dane County allows mixed loads of recycled materials only per instructions at [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction).

## 1.8 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Refer to [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction) for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site [landfill.countyofdane.com/recycle-locations](http://landfill.countyofdane.com/recycle-locations) lists current information for Dane County Recycling Markets. Contractors can also contact Allison Rathack, 608/266-4990, or local city, village, town recycling staff listed at site [landfill.countyofdane.com/resources/local-contacts](http://landfill.countyofdane.com/resources/local-contacts). Statewide listings of recycling / reuse markets are available from UW Extension at [uwgb.edu/solid-hazardous-waste-education-center/](http://uwgb.edu/solid-hazardous-waste-education-center/).

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

# WASTE MANAGEMENT PLAN FORM



Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Recycling Coordinator: \_\_\_\_\_

MATERIAL	ESTIMATED QUANTITY	DISPOSAL METHOD (CHECK ONE)		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Wood	_____ cu. yds. _____ tons	_____ Landfilled	_____ Other	Name: _____
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Landfilled	_____ Other	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Landfilled	_____ Other	Name: _____
Vinyl Siding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Cardboard	_____ cu. ft. _____ lbs.	_____ Landfilled	_____ Other	Name: _____
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Unpainted Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Landfilled	_____ Other	Name: _____
Shingles	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Landfilled	_____ Other	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Landfilled	_____ Other	Name: _____
Barrels & Drums	_____ units	_____ Recycled	_____ Reused	Name: _____
Glass	_____ cu. yds. _____ tons	_____ Landfilled	_____ Other	Name: _____

## WASTE MANAGEMENT PLAN FORM

Other	 _____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	 _____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	 _____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	 _____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____
Other	 _____	<input type="checkbox"/> Recycled <input type="checkbox"/> Reused <input type="checkbox"/> Landfilled <input type="checkbox"/> Other	Name: _____

## SECTION 31 22 00

### SITE PREPARATION AND EARTHWORK

#### PART 1 - GENERAL

##### 1.01 Section Includes

- A. Clearing site of debris, grass, trees and other plant life in preparation for construction.
- B. Protection of existing structures, trees or vegetation to remain.
- C. Stripping of topsoil from areas to be incorporated into the work.
- D. Excavation, filling and compaction for site grading and paved surface subgrade preparation.

##### 1.02 References

- A. ASTM D 1557 - Standard Test Methods Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
- B. ASTM D2487 - Classification of Soils for Engineering Purposes.
- C. ASTM D2922 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- D. ASTM D3017 - Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

##### 1.03 Submittals

- A. Submit compaction test reports.

#### PART 2 - PRODUCTS

##### 2.01 Materials

- A. Common Fill: On-site or off-site natural soil free from organic matter, debris, vegetation, stones larger than 6" and frozen material and classified in ASTM D2487 as follows:
  - GW - Well-graded gravels, gravel-sand mixtures, little or no fines.
  - GP - Poorly-graded gravels, gravel-sand mixtures, little or no fines.
  - GM - Silty gravels, gravel-sand-silt mixtures.
  - GC - Clayey gravels, gravel-sand-clay mixtures.
  - SW - Well-graded sands, gravelly sands, little or no fines.
  - SP - Poorly-graded sands, gravelly sands, little or no fines.
  - SM - Silty sands, sand-silt mixture.
  - SC - Clayey sands, sand-clay mixtures.
  - ML - Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
  - CL - Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.

- B. Breaker Run: Crushed stone meeting the following gradation:

5-Inch Breaker Run	
Sieve Size	% Passing by Weight
5 inch	90 - 100
1-1/2 inch	20 - 50
No. 10	0 - 10

3-Inch Breaker Run	
Sieve Size	% Passing by Weight
3 inch	90 - 100
1-1/2 inch	60 - 85
3/4 inch	40 - 65
No. 4	15 - 40
No. 10	10 - 30
No. 40	5 - 20
No. 200	2 - 12

- C. Geotextile: A geotextile fabric woven from polyester or polypropylene. The geotextile shall be insect, rodent, mildew, rot, and UV resistant. The geotextile shall have the following minimum requirements:

Geotextile Properties		
Property	Test Method	Requirement*
Grab Tensile Strength, lbs.	ASTM D4632	200
Elongation, %	ASTM D4632	15
Puncture, lbs.	ASTM D4833	120
Trapezoidal Tear, lbs.	ASTM D4533	80

\*Minimum average roll value

Mirafi 500X, TenCate Geosynthetics; 80EX, Thrace-LINQ, Inc; Soiltex ST205N, Geo-Synthetics, Inc. or equal.

### PART 3 - EXECUTION

#### 3.01 Protection

- A. Locate and identify existing utilities that are to remain and protect them from damage.
- B. Protect trees, plants, structures, site improvements and features designated to remain.
- C. Protect bench marks, property corners and other survey monuments from damage or displacement.

#### 3.02 Clearing

- A. By Owner.

#### 3.03 Grubbing

- A. By Owner.

#### 3.04 Topsoil Excavation

- A. By Owner.

#### 3.05 Pavement Removal

- A. Existing Pavement to be Pulverized in place, See Section 32 11 26 - Pulverized and Relaid Pavement
- B. Provide a straight, clean, vertical saw cut joint between pavement being removed and pavement to remain. Use power saw for cutting. Steel disk cutters mounted on power shovel bucket are not acceptable.

#### 3.06 Lines and Grade

- A. Not Applicable.



- A. Clear area of sharp objects, stumps, and large stones that would puncture geotextile.
- B. Roll geotextile onto the subgrade by hand in the longitudinal direction. Overlap adjacent strips two feet.
- C. Back-dump aggregate onto the geotextile beginning at a point just before the fabric and on firm soil. No vehicular traffic will be allowed directly on the geotextile. Spread the aggregate with a bulldozer. The first lift shall be as thick as possible to prevent over-stressing of the subgrade.
- D. Take care during aggregate placement to prevent damage to the geotextile. Repair damages or tears by placing a piece of geotextile over the damaged area. Overlap the repair piece onto the undamaged area a minimum of three feet.
- E. Compaction: Perform initial compaction with bulldozers while spreading. Perform final compaction with a vibratory compactor, first without vibration for several passes, followed with vibration. Do not grade down ruts; fill with additional aggregate and compact.

### **3.12 Tolerances**

- A. Top Surface of road Subgrade:
  - 1. Rough Grade: Plus or minus 0.25 ft.
  - 2. Finish Subgrade: Plus or minus 0.05 ft.

### **3.13 Field Quality Control**

- A. Field inspection will be performed by an authorized representative of the Owner.
- B. Contractor is responsible for meeting the compaction requirements. The Contractor shall hire and pay for an independent testing firm to perform compaction tests to confirm the in-place density.
- C. Determination of moisture content shall be in accordance with ASTM D3017. Determination of density shall be in accordance with ASTM D2922.

### **3.14 Disposal**

- A. Dispose of all plant material off-site at a location meeting state landfill requirements.
- B. Burning at the site will not be permitted.
- C. Dispose of excess soil materials or unsuitable material off-site unless on-site disposal is indicated, or approved by Owner.

END OF SECTION

## **SECTION 31 23 19**

### **DEWATERING**

#### **PART 1 - GENERAL**

##### **1.01 Section Includes**

- A. Provide dewatering for trenching.
- B. Provide dewatering for structural excavation.

#### **PART 2 - PRODUCTS**

##### **2.01 Equipment and Materials**

- A. Provide all dewatering pumps, wells, well points, discharge pipe and pumping equipment necessary for dewatering.
- B. Provide power for equipment.

#### **PART 3 - EXECUTION**

##### **3.01 Codes and Permits**

- A. Dewatering equipment shall be installed, operated and abandoned in accordance with local and state codes.
- B. If the dewatering quantity is 70 GPM or greater, the Contractor shall obtain a dewatering well permit from the DNR.

Wisconsin Department of Natural Resources  
Bureau of Drinking Water and Groundwater  
P.O. Box 7921  
Madison, WI 53707-7921  
608-266-0821  
<http://dnr.wi.gov/topic/DrinkingWater/>

##### **3.02 Water Levels**

- A. Water levels shall be maintained at a level below the bottom of all trenches and excavation.
- B. Water levels shall be maintained below the level of concrete for the following periods:
  - 1. Until concrete has been in place for 14 days or until test cylinders show a strength of 3000 psi.
  - 2. Until high-early-strength concrete has been in place 6 days or until test cylinders show a strength of 3000 psi.
- C. If water levels rise uniformly on both sides of a wall, the water level will be allowed to rise before the concrete has attained its strength.

##### **3.03 Disposal of Water**

- A. Water shall be disposed of in a suitable manner without damage to adjacent property or utilities.
- B. When routing water onto private property, permission shall be obtained from the Owner.

##### **3.04 Flooding of Structure**

- A. Pumps, motors, electrical equipment and other equipment shall be kept dry until the work is accepted by the Owner.
- B. If, at any time prior to acceptance, the pumps, motors, electrical equipment and other vulnerable equipment is submerged, the Contractor shall have them checked out by a manufacturer's representative at the Contractor's cost. All damage shall be repaired or the equipment replaced at the Contractor's cost. A letter from the manufacturer's representative stating the equipment is in "like new" condition shall be sent to the Engineer for all repaired equipment.

END OF SECTION

## SECTION 32 11 23

### CRUSHED AGGREGATE BASE COURSE

#### PART 1 - GENERAL

##### 1.01 Section Includes

- A. Furnishing and placing crushed aggregate base course as base and gravel shoulders for asphaltic concrete pavement.

##### 1.02 References

- A. ASTM C136 - Sieve Analysis of Fine and Coarse Aggregate.
- B. ASTM D1557 - Standard Test Methods Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
- C. Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition (WisDOT).

##### 1.03 Submittals

- A. Submit aggregate gradation; ASTM C136.
- B. Submit truck weight slips. Include as a minimum, truck number, date, time, gross weight, tare weight and net weight.

#### PART 2 - PRODUCTS

##### 2.01 Crushed Aggregate

- A. Meet material requirements of WisDOT.
- B. Gradation
- Except for reclaimed asphaltic pavement, conform to the gradations listed in the following table:

Sieve Size	Percentage Passing By Weight		
	3-Inch Base	1 1/4-Inch Base	3/4-Inch Base
3-Inch	90 - 100	---	---
1 1/2-Inch	60 - 85	---	---
1 1/4-Inch	---	95 - 100	---
1-Inch	---	---	100
3/4-Inch	40 - 65	70 - 93	95 - 100
3/8-Inch	---	42 - 80	50 - 90
No. 4	15 - 40	25 - 63	35 - 70
No. 10	10 - 30	16 - 48	15 - 55
No. 40	5 - 20	8 - 28	10 - 35
No. 200	2 - 12	2 - 12 <sup>a, c</sup>	5 - 15 <sup>b</sup>

- Limited to a maximum of 8 percent in base course placed between new and old pavement.
  - 8 - 15 percent passing when base is  $\geq 50\%$  crushed gravel.
  - 4 - 10 percent passing when base is  $\geq 50\%$  crushed gravel.
- Use 1 1/4-Inch Base in top 4 or more inches of base. Use 3-Inch Base or 1 1/4-Inch Base in the lower base layers.
  - Use 3/4-Inch Base in the top 3 inches of unpaved portion of the shoulder. Also, if using 3-Inch Base in the lower base layers, use 3/4-Inch Base in the top 3 inches of the shoulder foreslopes. Use 3/4-Inch Base or 1 1/4-Inch Base elsewhere in shoulders.

## **2.02 Reclaimed Asphaltic Pavement**

- A. If Contract Documents allow reclaimed asphaltic pavement, the material shall conform to the following:
  - 100 percent passing a 1 1/4-inch sieve.
  - 75 percent or less passing a No. 4 sieve.
  - Asphalt content between 3 and 6.5 percent.

## **PART 3 - EXECUTION**

### **3.01 Preparation**

- A. Check subgrade for conformity with grade and cross section.
- B. Remove depressions and ruts that may have been caused after subgrade completion.
- C. Proof-roll subgrade prior to placing aggregate with a loaded tandem-axle dump truck under the observance of the Engineer. Subgrade shall not rut or displace significantly under the weight of the loaded truck. Soft or unstable areas that cannot be improved by additional compaction shall be undercut, replaced with suitable fill material, and recompacted.

### **3.02 Lines and Grade**

- A. Construct the base course to the line, grade and cross section as shown on the Drawings or as directed by the Engineer.
- B. For streets without curb and gutter, the Engineer will provide grade stakes at a minimum distance of 100 feet along the centerline. Provide Engineer with a minimum of 48 hours notice of the need for grade stakes.
- C. Contractor may use slope meters or GPS type controls on machines for grade control. However, the contractor is responsible for verifying the finish grade elevations with a level at a minimum of every 100 feet along the centerline.

### **3.03 Equipment**

- A. The weight, type, capacity and method of operation of all hauling and spreading equipment shall be appropriate for the work and shall not damage the subgrade or previously laid base course. Spreading equipment shall be designed and operated to spread the material in uniform layers without significant segregation.
- B. Motor graders used for mixing and shaping shall have weight, rigidity and design suitable for the work.
- C. Compaction equipment shall be of the rolling type, vibratory type or combination thereof. Tamping rollers shall exert a weight of not less than 150 pounds per square inch of tamping surface on each tamping foot in a transverse row. Pneumatic-tire rollers or other equipment shall have a weight of not less than 150 pounds per linear inch of overall rolling width.

### **3.04 Placing Base Course**

- A. Place material in a manner to minimize segregation and to facilitate spreading in a uniform layer.
- B. Place material in maximum 4-inch thick compacted layers. If material is placed in more than one layer, each layer shall be approximately the same thickness.
- C. Compact each layer to 95 percent of the maximum dry density in accordance with ASTM D1557. If material is deficient in moisture content for readily attaining the required density, moisten the material as necessary.
- D. All material placed on the subgrade or previous layer shall be spread, shaped and compacted on

Crushed Aggregate Base Course  
32 11 23-  
Standard

the same day.

- E. Proposed Gravel Shoulder shall be 4" Thick, 12" Wide min., Slope 3:1 max, Shape to match existing grades.

### **3.05 Constructing Aggregate Shoulders**

- A. General
  - 1. Construct aggregate shoulders to the elevations and typical sections the plans show, except for minor modifications needed to conform to other work.
  - 2. Use equipment that does not damage or mar the pavement surface, curbs, or appurtenances.
  - 3. Place aggregate directly on the shoulder area between the pavement edge and the outer shoulder limits. Recover uncontaminated material deposited outside the limits and place within the limits.
  - 4. Do not deposit aggregate on the pavement during placement, unless the engineer specifically allows. Do not leave aggregate on the pavement overnight. After placing the shoulder aggregate, keep the pavement surface free of loose aggregate.
  - 5. Spread and compact the aggregate.
  - 6. After final compaction, shape the shoulders to remove longitudinal ridges and transition to existing grade to ensure proper drainage.
  - 7. Finished gravel shoulders shall match the finished road grade.
  - 8. Clean any aggregate material from the road surface.
- B. Shoulders Adjacent to Asphaltic Pavement or Surfacing
  - 1. If the road is closed to through traffic during construction, construct the aggregate shoulders before opening the road.
  - 2. Unless the special provisions specify otherwise, provide aggregate shoulder material compacted to a temporary 3:1 or flatter cross slope from the surface of the pavement edge to existing grade.
  - 3. Provide and maintain signing and other traffic protection and control devices until shoulder construction is completed to the required cross-section and flush with the asphaltic pavement surfacing.
- C. Shaping Shoulders
  - 1. Do not contaminate the shoulder aggregate with deleterious material. Incorporate material obtained from shaping shoulders in the new shoulder or as the plans show.

### **3.06 Tolerances**

- A. Smoothness: Maximum variation of 3/8 inch when measured with a 10-foot straight edge.
- B. Compacted Thickness: Plus or minus 1/4 inch.

### **3.07 Proof Rolling**

- A. Proof roll the completed base course with a loaded tri-axle dump truck with a minimum gross weight of 30 tons. The surface shall not rut, displace, or roll under the weight of the loaded truck. Soft or unstable areas that cannot be improved by additional compaction shall be replaced and recompacted. Proof rolling shall be done in the presence of the Engineer.

### **3.08 Field Quality Control**

- A. Contractor is responsible for meeting the compaction requirements. The Engineer or authorized representative of the owner has the option to hire an independent testing firm, at the owner's expense, to perform compaction tests to confirm the in-place density.
- B. Field inspection will be performed by the Engineer or an authorized representative of the Owner.
- C. Determination of moisture content shall be in accordance with ASTM D3017. Determination of density shall be in accordance with ASTM D2922.
- D. If tests or field inspections indicate the work does not meet the specified requirements, remove and

replace the work.

END OF SECTION

## **SECTION 32 11 26.22**

### **PULVERIZED AND RE-LAID PAVEMENT**

#### **PART 1 - GENERAL**

##### **1.1 Section Includes**

- A. In-place pulverizing of asphaltic pavement along with the underlying base and relaying the pulverized material to construct a new base.

##### **1.2 References**

- A. State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, Current Edition (WisDOT).

#### **PART 2 - PRODUCTS**

Not Used.

#### **PART 3 - EXECUTION**

##### **3.1 General**

- A. Milling Machine: A self-propelled machine designed and constructed for milling pavements.
- B. Perform each day's mill and relay operations to avoid leaving abrupt longitudinal differences between adjacent lanes.
- C. Repair surface damage caused by intervening construction or public traffic, immediately before paving.

##### **3.2 Construction**

- A. Pulverize the full depth of the existing asphaltic pavement until 97 percent or more will pass the 2-inch sieve. Also pulverize the full depth of the existing base and mix with the pulverized asphaltic pavement.
- B. Pulverization of the existing pavement should be performed to a depth that extends through the existing asphaltic pavement surface and into the existing base course, but not into the underlying subgrade soils. Adjustment of the pulverizing depth should be monitored to prevent intermixing the silty and clayey subgrades into the recycled base material.
- C. Windrow material as construction operations dictate.
- D. Immediately after milling, relay the material with a paver, or grader.
- E. Match the lines, grades, and cross slopes shown on the drawings. Eliminate localized bumps, depressions, and ruts.
- F. Immediately after relaying, compact the material first with a rubber tired roller or a vibratory padfoot roller and second with a vibratory steel roller. Add water as required during the compacting operation. Compact each layer to the extent required for standard compaction in accordance with WIDOT 301.3.
- G. Compaction Equipment:
  - 1. Compacted lift 6 inches or less: Use equipment specified in WISDOT 301.3.1.
  - 2. Compacted lift from 6 inches to 8 inches: Use 12.5 ton or heavier vibratory padfoot roller and an 8 ton or heavier vibratory steel roller.
  - 3. Compacted lift greater than 8 inches, split into lifts less than 8 inches and use equipment as specified above.

END OF SECTION

1 SECTION 32 12 16

2  
3 ASPHALTIC CONCRETE PAVEMENT

4 PART 1 GENERAL

5 1.01 APPLICABLE PROVISIONS

- 6 A. Applicable provisions of Division 01 shall govern the work of this section.

7 1.02 APPLICABLE PUBLICATIONS

- 8 A. The following publications of the issues listed below, but referred to thereafter by basic  
9 designation only, form a part of this specification to the extent indicated by the  
10 reference thereto.

- 11 1. State of Wisconsin, Department of Transportation, Standard Specifications for  
12 Highway and Structure Construction, Current Edition at time of bid opening.

13 1.03 DESCRIPTION OF WORK

- 14 A. The work under this section includes all materials, equipment, supervision, and labor  
15 necessary to construct a plant-mixed asphaltic concrete pavement on the prepared  
16 foundation of base course or existing surface, as indicated on the contract drawings and  
17 specified herein.

- 18 B. All work shall conform to the requirements specified in the State of Wisconsin,  
19 Department of Transportation, Standard Specifications for the particular class, type and  
20 grade of material specified.

21 1.04 RELATED WORK ELSEWHERE

- 22 A. Procurement and Contracting Requirements - Division 00 (All Sections)  
23 B. Submittals - Division 01  
24 C. Subgrade Preparation - Division 31  
25 D. Aggregate Base Course - Division 32  
26 E. Asphaltic Tack Coat - Division 32

27 1.05 SUBMITTALS

- 28 A. Contractor shall submit such product literature and catalog cuts of materials to be  
29 supplied to relate these materials to the specifications. Information shall be in  
30 conformance with requirements of Submittals - Division 01 of these specifications.

- 1           B.     Job Mix Formula. Contractor shall submit a Wisconsin Department of Transportation  
2                   approved Job Mix Formula for the asphaltic mixture to be used to the Engineer prior to  
3                   paving. If requested, the Contractor shall submit a history of recent testing results.

4   1.06   OPERATION/MAINTENANCE MANUALS AND INSTRUCTIONS     (NONE)

5   PART 2 PRODUCTS AND MATERIALS

6   2.01   GENERAL

- 7           A.     All materials shall conform to the requirements of the State of Wisconsin, Department  
8                   of Transportation, Standard Specifications, unless specified otherwise herein or in  
9                   Special Procedures - Division 01.
- 10          B.     Asphaltic concrete pavement shall be Asphaltic Concrete Pavement, Classification LT,  
11                 unless indicated otherwise in the Bid Schedule or Special Procedures - Division 01.
- 12          C.     Asphaltic concrete pavement shall meet the requirements in ASP-6, effective  
13                 November 2021, for asphalt pavement void reduction per Sec 460.2.1 General. Asphalt  
14                 pavement shall also meet the densities in ASP-6, Sec 460.3.3.1 Minimum Required  
15                 Density.

16   2.02   ASPHALTIC MATERIAL

- 17          A.     Asphaltic Concrete Pavement shall be of WisDOT Classification 4 LT 58-28 S with  
18                 ASP-6 Void Reduction per Sec. 460.2.1 of WisDOT Standard Specifications effective  
19                 November 2021. The Contractor shall place a compacted 3-inch thick layer of  
20                 asphaltic surface course throughout the corridor as specified in the contract documents.  
21                 The asphalt shall be placed in accordance with Asphaltic Concrete Pavement –  
22                 Division 32.
- 23          B.     Items from the State of Wisconsin, Department of Transportation, Standard  
24                 Specifications excluded from this specification section include:
- 25                 1.     Ride Quality Requirements and Testing (Section 440).
- 26                 2.     PG Asphalt Binder and Tack Coat Sampling and Testing (Sections 455.2.2 and  
27                         455.2.3).
- 28                 3.     Safety Edge (Section 450.3.2.11)

29   PART 3 CONSTRUCTION METHODS

30   3.01   GENERAL

- 31          A.     All work shall conform to the requirements specified in the State of Wisconsin,  
32                 Department of Transportation, Standard Specifications for the particular class, type and  
33                 grade of material specified, unless specified otherwise herein or in Special Procedures -  
34                 Division 01.

### 3.02 SAWCUTTING

- A. All existing asphaltic concrete pavement removals, including driveway removals, shall be saw cut to the limits designated as pavement removal on the contract drawings or to the limits staked by the Engineer in the field. Typically, all pavement sawcuts shall be parallel or perpendicular to the centerline of the roadway.
- B. The Contractor shall provide a one-time sawcut to the existing pavement at joint locations. The sawcut shall be square to the existing pavement and straight.
- C. If the pavement beyond the sawcut is damaged by the Contractor or construction equipment during the project and prior to paving, the additional area shall be sawcut by the contractor as incidental to the original sawcut.
- D. The Contractor shall remove all the asphaltic material necessary to provide a straight line cut in the existing pavement and the removal shall be incidental to the pavement sawcutting cost.

### 3.03 CONSTRUCTION LAYOUT

- A. The Contractor shall layout the pavement edges based on the existing base course to match existing park road and parking lots per plan. The Owner will review the layout prior to pavement. The layout may be done with spray paint, flagging, or other means as desired by the Contractor that can be viewed in the field by the Owner. The Contractor shall provide a 48-hour notice to the Owner as to when the layout is planned so that the Owner can review the layout and paving can commence as planned by the Contractor.
- B. If the base area is determined to not be wide enough to meet the desired plan widths, the Contractor shall notify the Owner immediately so that the area can be reviewed and a plan set forth moving forward determining any additional work.

### 3.04 PREPARATION

- A. Weeds shall be removed on sections of the road to be resurfaced prior to the application of the tack coat or construction of asphaltic concrete pavement. Prior to the application of the tack coat or construction of asphaltic concrete, the surface of the prepared foundation shall be cleaned by brooming all dust, dirt, debris or other foreign or loose material.
- B. Apply tack coat as specified in Asphaltic Tack Coat - Division 32 to existing pavement and each layer of a plant-mixed asphaltic base or pavement that will be overlaid with asphaltic mixture.
- C. The Contractor shall perform all final shaping and grading of aggregate bases necessary to produce the required roadway cross sectional contour. All valve boxes,

manhole frames, and other utility appurtenances shall be adjusted to the final grade prior to the placement of the upper layer of asphalt.

### 3.05 PLACEMENT

- A. Asphaltic concrete pavements shall be placed in reasonable conformity with the thickness shown on the contract drawings, Bid Schedule, or specified in Special Procedures - Division 01.
- B. The following thickness limits shall apply unless specified otherwise:

ASPHALT MIX GRADATION (Nmas)	NOMINAL AGGREGATE SIZE (inches)	MINIMUM LAYER THICKNESS (inches)	MAXIMUM LOWER LAYER (inches)	MAXIMUM UPPER LAYER (inches)
1	1.5	3.5	5	4.5
2	1.0	3.25	5	4
3	3/4	2.25	4	3
4	1/2	1.75	3	2.5
5	3/8	1.5	3	2

### 3.06 COMPACTION

- A. Compaction methods and requirements shall conform to Sections 450.3.2.6 and 460.3.3 of the State of Wisconsin, Department of Transportation, Standard Specifications.
- B. The Contractor shall perform field pavement density tests. Tests shall be performed to determine the necessary compaction methods to achieve the required minimum density. The Contractor shall not operate below the specified minimum density on a continuing basis.
- C. Additional tests shall be performed as directed by the Engineer for varying paving conditions, such as different weather conditions, base conditions, job mix, layer thickness, and construction methods.
- D. Documentation of all testing shall be provided to the Engineer.

### 3.07 QUALITY CONTROL

- A. The Contractor shall provide and maintain a quality control program.
- B. If requested by the Owner or Engineer, submit samples and sampling data of all proposed materials for test and analysis.

1 PART 4 MEASUREMENT AND PAYMENT

2 4.01 GENERAL

3 A. Asphaltic concrete pavement shall be paid for at the bid price in accordance with one  
4 of the following methods, unless indicated otherwise in the Bid Schedule.

5 B. All work specified herein shall be considered in each of the measurement and payment  
6 method(s) stipulated, unless indicated otherwise in the Bid Schedule.

7 4.02 ASPHALTIC CONCRETE PAVEMENT, 3-INCH

8 A. Asphaltic Concrete Pavement, 3-Inch Ton. Measurement shall be per ton of asphaltic  
9 binder course and surface course compacted in place. The Contractor shall supply the  
10 Engineer with load tickets to verify the amount of material used. Payment shall be  
11 made at the contract unit price bid per ton for asphaltic concrete pavement installed.

12 4.03 SAWCUTTING

13 A. Sawcutting. Sawcutting is incidental to the work.

14 4.04 CONSTRUCTION LAYOUT

15 A. Construction Layout. Construction layout to provide the widths and dimensions in the  
16 plans over the prepared base course is incidental to the work.  
17

18 END OF SECTION



Construction • Geotechnical  
Consulting Engineering/Testing

January 18, 2022  
C21678

Mr. Ryan Shore  
Dane County Public Works  
1919 Alliant Energy Center Way  
Madison, WI 53713

Re: Geotechnical Exploration Report  
Proposed Pavement Rehabilitation  
Token Creek County Park  
6200 Williamsburg Way, Deforest, Wisconsin

Dear Mr. Shore:

Construction • Geotechnical Consultants, Inc. (CGC) has completed the subsurface exploration program for the above-referenced project. The purpose of this program was to evaluate the subsurface conditions within existing pavement areas and to provide geotechnical recommendations regarding pavement design/reconstruction. We are sending you an electronic copy of this report, and we can provide a paper copy upon request.

#### **SITE AND PROJECT DESCRIPTION**

We understand that northern access roads within Token Creek County Park near Deforest, Wisconsin, which are currently asphalt paved, are planned to be rehabilitated. Refer to the enclosed Boring Location Exhibit in Appendix A of this report for the approximate extents of the planned road rehabilitation. The planned rehabilitation is anticipated to consist of either milling/overlaying or pulverization of the existing pavement (i.e., full depth reclamation) and repaving (dependent upon the existing conditions encountered). The existing road alignment and finished site grades are anticipated to remain relatively unchanged.

The age of the existing pavement was not known; however, the existing asphalt pavement was observed to generally be in fair to very poor condition, with isolated areas in relatively good condition. Widespread areas of extensive alligator, longitudinal and transverse cracking were observed, as well as isolated sections of rutting and birdbaths. Evidence of pavement maintenance, in the form of crack sealing and patching, was also noted.

Existing site grades are fairly flat to gently rolling along the northern access roads. Existing site grades at the boring locations range between about EL 869.5 to 863.5± ft, based on topographic site information viewed on-line via the Dane County DCi Map application.

## SUBSURFACE CONDITIONS

Subsurface conditions were explored along the roadway by drilling 8 Standard Penetration Test (SPT) soil borings to a depth of about 2.5 ft below existing pavement grades at locations selected by Dane County personnel, which were then located in the field by CGC. The borings were drilled on January 5, 2022 by Badger State Drilling (under subcontract to CGC) using a truck-mounted CME-55 rotary drill rig equipped with hollow-stem augers and an automatic SPT hammer. The approximate boring locations are shown in plan on the Boring Location Exhibit attached in Appendix A. Ground surface elevations at the boring locations were estimated by CGC using a publicly available online topographic site map (Dane County DCi Map, 1-ft contours) and should therefore be considered approximate ( $1\pm$  ft).

*It is important to note that about 1.5 to 2+ feet of frost was present at the boring locations, which corresponded with the soil sampling interval performed (1 to 2.5 ft below grade). As a result, the poor sample recovery and/or elevated N-values experienced within several of the borings were likely attributable to the frost present. Therefore, the soil strata transitions and the relatively density/strength of the soil may not necessarily be representative of the deposit following spring thaw. Further, the presence of frost can make distinguishing the transition between the base course section and underlying granular subgrade difficult. As such, the existing base course thicknesses discussed below and provided on the individual boring logs should be considered approximate.*

The pavement, base course and subgrade conditions encountered in the borings varied to some degree, but generally consisted of the following (in descending order):

- About 2.5 to 3 in. of **asphalt pavement**; over
- About 4 to 6 in. of **base course**; underlain by
- **Sand**, with fairly significant *silt* contents and variable *clay* and *gravel* contents, extending to the maximum depths explored. Note that the *sand* soils encountered below the pavement section in Borings 1, 2, 5 and 6 were classified as existing **fill** based on their variable coloration and composition.

As an exception to the above-generalized subsurface profile, medium stiff *lean clay* was encountered below the pavement section at Boring 4.

The clay encountered in Boring 4 yielded a moisture content of 21.2% and an organic content via loss-on-ignition (LOI) testing of 2.9% (with less than 4% being considered inorganic). An averaged calibrated hand penetrometer reading (an estimate of unconfined compressive strength within cohesive soils) obtained within the clay subgrade sample was 0.75 tsf, indicating a medium stiff comparative consistency. However, it is important to note that the clay sample obtained was initially frozen and had thawed at the time of testing in our laboratory. Therefore, the sample strength may not necessarily be representative of the strength of the deposit following spring thaw.

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Groundwater was not encountered in the shallow borings during or shortly after drilling. Groundwater levels can be expected to fluctuate with seasonal variations in precipitation, infiltration, evapotranspiration, and other factors. Dependent upon the time of year that construction occurs, water trapped within the existing base course may be encountered, especially within lower-lying portions of the roadway. A more detailed description of the site soil and groundwater conditions is presented on the Soil Boring Logs attached in Appendix B.

## DISCUSSION AND RECOMMENDATIONS

Based on the subgrade conditions encountered, in conjunction with the anticipate traffic (primarily passenger vehicles), the majority of the existing pavement section thicknesses encountered are less than the typically recommended pavement section following the latest Wisconsin Asphalt Pavement Association (WAPA) Asphalt Pavement Design Guide recommendations, which is discussed further in subsequent sections of this report.

Subject to the limitations discussed below, in our opinion, *full depth reclamation*<sup>1</sup> (FDR) of the existing access roads appears to be the preferred reconstruction approach. The FDR approach would develop a thicker base course section with which to pave upon, while resulting in an elevated road base. *Milling and overlaying*<sup>2</sup> (M/O) also does not appear to be a preferred reconstruction approach, based on the relatively thin asphalt pavement section encountered in the borings performed, as well as the widespread distress present within the existing pavement. For purposes of this report, recommendations associated M/O have not been provided, as FDR appears to be the most applicable approach to the planned pavement rehabilitation. However, if M/O is preferred, CGC can provide associated recommendations upon request.

We anticipate that soft/unstable areas may be encountered (and/or may develop during construction) along the access drives, which will need to be undercut/removed to develop a suitable subgrade for subsequent pavement support, based on the subgrade conditions encountered in the borings. *Therefore, we recommend that the project budget include a generous contingency for subgrade improvement.*

Our recommendations for pavement design/reconstruction are presented in the following subsections. Additional information regarding the conclusions and recommendations presented in this report is discussed in Appendix B.

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<sup>1</sup> **Full depth reclamation** is a 'green' practice that consists of the uniform pulverization and blending of the full depth of asphalt and a predetermined portion of the underlying base course materials to produce a stabilized base on which to pave.

<sup>2</sup> **Milling and overlaying** consists of a milling machine grinding down the top course of existing asphalt to a desired depth, and the resulting ground asphalt (millings) loaded into dump trucks via conveyor to then be hauled off-site for recycling. A new layer of asphalt is then paved to the thickness that was removed (or potentially greater).

## **1. Overview of Pavement and Subgrade Conditions**

The average asphalt and base course thicknesses encountered at the boring locations were 2.8 in. and 4.9 in., respectively. The existing pavement was observed to typically be in fair to very poor condition and exhibited signs of significant distress. Evidence of periodic pavement maintenance was observed, which may have extended the service life of the pavement. In our opinion, the existing asphalt pavement appears to have exceeded its serviceable design life over the majority of the planned rehabilitation areas.

The pavement subgrade soils encountered in the borings primarily consisted of sand soils, portions of which were classified as existing fill. As an exception, lean clay subgrade soils were encountered at Boring 4. The moisture content of the clay subgrade sample was fairly high (about 21%), with an unconfined compressive strength of 0.75 tsf. In our experience, clay soils exhibiting unconfined compressive strengths of less than about 1.5 tsf and/or moisture contents of 20% or more are considered marginal for pavement support. Additionally, sand soils containing significant silt and/or clay contents, which were fairly prevalent in the borings, are considered moisture sensitive and may become unstable when wet. Therefore, *we expect that soft/unstable areas will be encountered (or may develop during construction) that will need to be undercut/removed to develop a suitable and stable subgrade. We therefore recommend that the project budget include a generous contingency for subgrade improvement.*

The subgrade materials encountered are sensitive to moisture, freeze/thaw, and resulting instability. The detrimental effects of frost action on the prevalent subgrade materials have likely been manifested by non-uniform heave of pavements during winter months and/or the loss of strength of the subgrade during thawing periods, especially within pavement areas where water frequently pools. It is important to also note that the extensive pavement cracking observed has provided a means for surface water to migrate into the base course and subgrade materials through the years, likely leading to base course contamination, increased frost action and/or subgrade softening.

## **2. Site Preparation**

We recommend that surficial topsoil be stripped/removed at least 5 ft beyond the planned pavement edges in areas to be widened, if planned, including areas required for cuts and fills beyond the proposed pavement shoulders. Trees and root zones should also be removed from these areas prior to or in conjunction with topsoil stripping. The topsoil can be stockpiled on-site and re-used as fill in landscaped areas. Existing topsoil thicknesses were not explored by the soil borings, but variable topsoil thicknesses should be expected due to previous site grading activities.

Following topsoil removal from planned pavement widening areas (if planned), the exposed subgrades are expected to consist of a combination of lean clay and/or sand, portions of which have been classified as existing fill. Exposed clay soils in planned new pavement areas should be statically recompacted (without vibration) and proof-rolled with a large, rubber-tired piece of construction

equipment (i.e., loaded dump truck, scraper, or front-end loader). As previously discussed, some soft/unstable areas will likely be encountered that will need to be stabilized to develop a suitable subgrade. Where soft, loose and/or yielding areas are encountered, consideration could be given to scarifying (aerating) and drying of such areas in an effort to develop a firm, stable subgrade. However, it is important to note the scarification efforts typically require extended periods of warm, dry weather to adequately dry the subgrade materials. If such efforts are ineffective or the project schedule does not allow adequate time for drying, unstable areas should be selectively undercut (e.g., excavation below subgrade, EBS) and replaced with coarse aggregate (e.g., 3-in. dense graded base (DGB) or select crushed material (SCM), WisDOT *Standard Specification for Highway and Structure Construction*, Sections 305 and 312, respectively). The thickness of the undercut/stabilization layer, which typically is between 12 to 18 in., should be determined in the field during proof-rolling. If long, continuous sections of soft/yielding soils are encountered, a geogrid (e.g., Tensar Type 1 or 2 (BX 1100 or 1200) or equivalents) could be considered to provide additional reinforcement, and to potentially reduce the thickness of the aggregate stabilization layer.

The need for undercutting/stabilization will likely depend on the weather conditions during construction, as the anticipated subgrade soils will be susceptible to disturbance/weakening from precipitation and construction traffic. If construction occurs during fairly wet weather without adequate time to dry, undercutting/stabilization could be more widespread. Conversely, if warm/dry conditions prevail during construction, less undercutting/ stabilization may be necessary.

In order to maintain a relatively dry subgrade condition and reduce the potential for frost action, it is important to control surface water runoff and water seepage. Adequate slope should be provided within and around the pavement areas to minimize surface ponding and to divert surface water away from the pavement subgrade.

Following the development of a firm, stable subgrade within planned new or widened pavement areas, placement of the recommended base course materials (See Table 1 in the *Pavement Rehabilitation* section of this report) to establish the design pavement subgrade elevations can proceed. We recommend that the base course materials be thoroughly compacted until deflection ceases to occur.

### **3. Pavement Rehabilitation**

Based on the field observations and the subsurface conditions encountered in the borings, it is our opinion that *full depth reclamation (FDR)* of the existing pavement should be considered over the project area. FDR of the existing asphalt will provide a desirable thicker base course layer for support of a new asphalt section (which should be at least the recommended thickness provided in Table 1 of this report), as well as raising of finished pavement grades to promote drainage away from the pavement. The total thickness of the existing pavement section encountered in the borings ranged between 6.5 to 9 in., and averaged a thickness of 7.7 in.

Pulverization of the existing pavement should be performed with suitable equipment and to a depth that extends through the existing HMA surface and into the existing base course, but not into the underlying subgrade soils. This will likely require adjustment of the pulverizing depth and should be monitored to prevent intermixing the silty and clayey subgrades into the recycled base material.

After pulverization of the existing pavement, the exposed recycled base materials should be prepared as outlines in Section 211 of WisDOT Standard Specifications. Due to the pulverization and inherent low moisture content of the existing asphalt, the recycled base material must be properly moisture conditioned to within about  $3\pm$  percent of optimum. This will likely require the addition of water. The recycled base should then be thoroughly compacted with a large vibratory smooth drum or sheepfoot roller until deflection ceases to occur.

Following compaction, the recycled base material, as well as newly placed base course materials within new or widened pavement areas, should be proof-rolled with a loaded tri-axle dump truck to delineate any soft/yielding areas. Note that proof-rolling should not be performed within 48 hours of a rainfall exceeding  $\frac{1}{4}$ -in. It must be recognized that isolated undercutting of areas of instability that develop as a result of construction traffic may be necessary. Undercutting should be performed in a similar fashion to that discussed previously in the *Site Preparation* section. Construction traffic on prepared areas should be limited, especially during and shortly after rain events.

We anticipate that the asphalt pavement within the project area will be primarily exposed to light passenger vehicle traffic. In view of this, we have assumed Traffic Class I following WAPA Asphalt Pavement Design Guide recommendations is applicable. The pavement section summarized in Table 1 below was selected assuming a Soil Support Value “SSV” of about 4.0 for a firm or adequately stabilized cohesive subgrade and a design life of 20 years. It is worth noting that the recommended pavement section in Table 1 is thicker than the existing pavement section encountered at each of the boring locations. Additionally, the mixture of asphalt millings and existing base course following FDR may result in a thickness less than the recommended base course section in Table 1. As a result, these areas should be carefully evaluated via proof-rolling, as described previously, to determine whether the thinner mixed base section is acceptable and stable.

**TABLE 1 – Recommended Pavement Section**

Material	Thicknesses (in.)	WDOT Specification <sup>1</sup>
	Traffic Class I (Light Duty)	
Bituminous Upper Layer <sup>2,3</sup>	1.5	Section 460, Table 460-1
Bituminous Lower Layer <sup>2,3</sup>	2.0	Section 460, Table 460-1
Dense Graded Base Course <sup>2,4</sup>	8.0	Sections 301 and 305, 3 in. and 1-¼ in.
<b>Total Thickness</b>	<b>11.5</b>	

Notes:

- 1) Wisconsin DOT *Standard Specifications for Highway and Structure Construction*, latest edition, including supplemental specifications, and Wisconsin Asphalt Pavement Association *2020 Asphalt Pavement Design Guide*.
- 2) Compaction requirements:
  - Bituminous concrete: Refer to Section 460-3.
  - Base course: Refer to Section 301.3.4.2, Standard Compaction
- 3) Mixture Type LT bituminous; refer to Section 460, Table 460-2 of the *Standard Specifications*. Mixture type MT is recommended in heavy duty traffic areas.
- 4) In new or widened pavement areas, the upper 2 to 3 in. should consist of 1¼-in. DGB; the bottom portion of the layer can consist of 3-in. DGB. Where FDR is performed, the section will consist of a mixture of asphalt millings and existing base course.

The recommended pavement sections assume regular maintenance (crack sealing, etc.) will occur, as needed. Note that if traffic volumes are greater than those assumed, CGC should be allowed to review the recommended pavement sections and adjust them accordingly. Alternative pavement designs may prove acceptable and should be reviewed by CGC.

### CONSTRUCTION CONSIDERATIONS

Due to variations in weather, construction methods and other factors, specific construction problems are difficult to predict. Soil related difficulties which could be encountered on the site are discussed below:

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- Contingencies in the project budget for subgrade stabilization with coarse aggregate should be increased if the project schedule requires that work proceed during adverse weather conditions.
- Pavement reconstruction during the late fall through early spring could be complicated as a result of wet weather and freezing temperatures. During cold weather, exposed subgrades should be protected from freezing before and after footing construction. Fill should never be placed while frozen or on frozen ground.
- Excavations extending greater than 4 ft in depth below the existing ground surface should be sloped or braced in accordance with current OSHA standards.
- Based on observations made during the field exploration, the groundwater table appears to have been below the shallow depths explored by the borings. However, if encountered, water accumulating over the roadway subgrade or the base of undercuts should be quickly removed. Dewatering means and methods are the contractor's responsibility.

### **RECOMMENDED CONSTRUCTION MONITORING**

The quality of the pavement subgrades will be largely determined by the level of care exercised during site development. To check that earthwork construction proceeds in accordance with our recommendations, the following operations should be monitored by CGC:

- Subgrade proof-rolling/compaction; and
- Fill/backfill placement and compaction; and
- Asphalt paving

\* \* \* \* \*



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Proposed Pavement Rehabilitation - Token Creek County Park  
6200 Williamsburg Way, Deforest, Wisconsin  
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Page 9

It has been a pleasure to serve you on this project. If you have any questions or need additional consultation, please contact us.

Sincerely,

**CGC, Inc.**

A handwritten signature in blue ink, reading "Ryan J. Portman".

Ryan J. Portman, PE, CST  
Consulting Professional

A handwritten signature in black ink, reading "Alex J. Bina".

Alex J. Bina, PE, CST  
Consulting Professional

Encl: Appendix A - Boring Location Exhibit  
              Logs of Test Borings (8)  
              Log of Test Boring-General Notes  
              Unified Soil Classification System  
Appendix B - Document Qualifications  
Appendix C - Recommended Compacted Fill Specifications

**APPENDIX A**

**BORING LOCATION EXHIBIT  
LOGS OF TEST BORINGS (8)  
LOG OF TEST BORING-GENERAL NOTES  
UNIFIED SOIL CLASSIFICATION SYSTEM**



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# Token Creek Pavement Restoration

**Project Extents/Borings**  
Token Creek County Park, 6200 Williamsburg Drive, Deforest, WI 53532





# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
**6200 Williamsburg Way**  
Location **DeForest, WI**

Boring No. **B-01**  
Surface Elevation (ft) **863.5**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						2.5± in. Asphalt/4± in. Base Course					
						FILL: Brown Silty Fine to Medium Sand, Some Gravel, Intermixed Clay					
1		6	M	50/1"		(Note: Poor Sample Recovery and Elevated N-Value Likely Attributable to Presence of Frost)					
						End Boring at 2.5 ft					
						Borehole backfilled with soil and asphalt patch					
						Note: 24± in. of Frost Present.					
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling <input checked="" type="checkbox"/> NW						Start 1/5/22 End 1/5/22					
Time After Drilling						Driller BSD Chief GB Rig CME-55					
Depth to Water						Logger MC Editor RJP					
Depth to Cave in						Drill Method 2.25" HSA; Autohammer					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											



# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
6200 Williamsburg Way  
Location **DeForest, WI**

Boring No. **B-02**  
Surface Elevation (ft) **865.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						2.5± in. Asphalt/4± in. Base Course					
						FILL: Grayish Brown to Dark Gray Silty Fine to Medium Sand					
1		6	M	50/1"		(Note: Poor Sample Recovery and Elevated N-Value Likely Attributable to Presence of Frost)					
						End Boring at 2.5 ft  Borehole backfilled with soil and asphalt patch  Note: 24± in. of Frost Present.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	∇	NW	Upon Completion of Drilling	NW	Start	1/5/22	End	1/5/22		
Time After Drilling					Driller	BSD	Chief	GB	Rig	CME-55
Depth to Water					Logger	MC	Editor	RJP		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
6200 Williamsburg Way  
Location **DeForest, WI**

Boring No. **B-03**  
Surface Elevation (ft) **868.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						3± in. Asphalt/4± in. Base Course					
						Very Dense, Reddish Brown Fine to Medium SAND, Some Silt, Trace Gravel (SM - Possible Fill)					
1		8	M	50/3"		(Note: Poor Sample Recovery and Elevated N-Value Likely Attributable to Presence of Frost)					
						End Boring at 2.5 ft  Borehole backfilled with soil and asphalt patch  Note: 24± in. of Frost Present.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	∇	NW	Upon Completion of Drilling	NW	Start	1/5/22	End	1/5/22		
Time After Drilling					Driller	BSD	Chief	GB	Rig	CME-55
Depth to Water					Logger	MC	Editor	RJP		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



## LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
**6200 Williamsburg Way**  
Location **DeForest, WI**

Boring No. **B-04**  
Surface Elevation (ft) **865.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						2.5± in. Asphalt/4± in. Base Course					
						Medium Stiff, Dark Gray to Greenish Gray Lean CLAY, Some Sand, Trace Gravel (CL)					
1		18	M	15		(Note: Penetrometer Reading May Not be Representative of Soil Strength Due to Frost Present)	(0.75)	21.2			2.9
						End Boring at 2.5 ft Borehole backfilled with soil and asphalt patch Note: 24± in. of Frost Present.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	<input checked="" type="checkbox"/>	NW	Upon Completion of Drilling	NW	Start	1/5/22	End	1/5/22		
Time After Drilling					Driller	BSD	Chief	GB	Rig	CME-55
Depth to Water					Logger	MC	Editor	RJP		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										



# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
6200 Williamsburg Way  
Location **DeForest, WI**

Boring No. **B-05**  
Surface Elevation (ft) **864.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						3± in. Asphalt/5± in. Base Course					
						FILL: Dark Gray to Gray Fine to Coarse Sand and Gravel, Some Silt (SM/GM - Possible Millings)					
1		2	M	50/2"		(Note: Poor Sample Recovery and Elevated N-Value Likely Attributable to Presence of Frost)					
						End Boring at 2.5 ft					
						Borehole backfilled with soil and asphalt patch					
						Note: 24± in. of Frost Present.					
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling <input checked="" type="checkbox"/> NW						Start 1/5/22 End 1/5/22					
Time After Drilling						Driller BSD Chief GB Rig CME-55					
Depth to Water						Logger MC Editor RJP					
Depth to Cave in						Drill Method 2.25" HSA; Autohammer					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											



# LOG OF TEST BORING

Project Token Creek Pavement Rehabilitation  
6200 Williamsburg Way  
Location DeForest, WI

Boring No. **B-06**  
Surface Elevation (ft) **867.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						3± in. Asphalt/6± in. Base Course					
						FILL: Brown Fine Sand, Some Silt and Gravel (Crushed Sandstone)					
1		18	M	9							
						End Boring at 2.5 ft					
						Borehole backfilled with soil and asphalt patch					
						Note: 18± in. of Frost Present.					
WATER LEVEL OBSERVATIONS						GENERAL NOTES					
While Drilling <input checked="" type="checkbox"/> NW Upon Completion of Drilling <u>NW</u>						Start <u>1/5/22</u> End <u>1/5/22</u>					
Time After Drilling _____						Driller <u>BSD</u> Chief <u>GB</u> Rig <u>CME-55</u>					
Depth to Water _____						Logger <u>MC</u> Editor <u>RJP</u>					
Depth to Cave in _____						Drill Method <u>2.25" HSA; Autohammer</u>					
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.											



# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
6200 Williamsburg Way  
Location **DeForest, WI**

Boring No. **B-07**  
Surface Elevation (ft) **868.0**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks		SOIL PROPERTIES				
No.	TYPE	Rec (in.)	Moist	N			Depth (ft)	qu (qa) (tsf)	W	LL	PL
						3± in. Asphalt/6± in. Base Course					
1		18	M	26		Medium Dense, Reddish Brown Fine SAND, Some Silt, Trace Clay (SM)  (Note: N-Value May Be Elevated Due to Frost Present)					
						End Boring at 2.5 ft  Borehole backfilled with soil and asphalt patch  Note: 20± in. of Frost Present.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES				
While Drilling	∇	NW	Upon Completion of Drilling	NW	Start	1/5/22	End	1/5/22	
Time After Drilling					Driller	BSD	Chief	GB	Rig CME-55
Depth to Water				▼	Logger	MC	Editor	RJP	
Depth to Cave in					Drill Method	2.25" HSA; Autohammer			
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.									



# LOG OF TEST BORING

Project **Token Creek Pavement Rehabilitation**  
6200 Williamsburg Way  
Location **DeForest, WI**

Boring No. **B-08**  
Surface Elevation (ft) **869.5**  
Job No. **C21678**  
Sheet **1** of **1**

2921 Perry Street, Madison, WI 53713 (608) 288-4100, FAX (608) 288-7887

SAMPLE					VISUAL CLASSIFICATION and Remarks	SOIL PROPERTIES					
No.	TYPE	Rec (in.)	Moist	N		Depth (ft)	qu (qa) (tsf)	W	LL	PL	LOI
						3± in. Asphalt/6± in. Base Course					
1		18	M	18		Medium Dense, Reddish Brown Silty Clayey SAND, Grading to Fine Sand, Some Silt, Trace Clay (SC/SM)  (Note: N-Value May Be Elevated Due to Frost Present)					
						End Boring at 2.5 ft  Borehole backfilled with soil and asphalt patch  Note: 20± in. of Frost Present.					

WATER LEVEL OBSERVATIONS					GENERAL NOTES					
While Drilling	∇	NW	Upon Completion of Drilling	NW	Start	1/5/22	End	1/5/22		
Time After Drilling					Driller	BSD	Chief	MC	Rig	CME-55
Depth to Water					Logger	GB	Editor	RJP		
Depth to Cave in					Drill Method	2.25" HSA; Autohammer				
The stratification lines represent the approximate boundary between soil types and the transition may be gradual.										

## LOG OF TEST BORING General Notes

### DESCRIPTIVE SOIL CLASSIFICATION

#### Grain Size Terminology

Soil Fraction	Particle Size	U.S. Standard Sieve Size
Boulders .....	Larger than 12" .....	Larger than 12"
Cobbles .....	3" to 12" .....	3" to 12"
Gravel: Coarse.....	3/4" to 3" .....	3/4" to 3"
Fine.....	4.76 mm to 3/4" .....	#4 to 3/4"
Sand: Coarse.....	2.00 mm to 4.76 mm.....	#10 to #4
Medium .....	0.42 to mm to 2.00 mm .....	#40 to #10
Fine .....	0.074 mm to 0.42 mm.....	#200 to #40
Silt.....	0.005 mm to 0.074 mm.....	Smaller than #200
Clay.....	Smaller than 0.005 mm.....	Smaller than #200

Plasticity characteristics differentiate between silt and clay.

#### General Terminology

Physical Characteristics  
Color, moisture, grain shape, fineness, etc.  
Major Constituents  
Clay, silt, sand, gravel  
Structure  
Laminated, varved, fibrous, stratified,  
cemented, fissured, etc.  
Geologic Origin  
Glacial, alluvial, eolian, residual, etc.

#### Relative Density

Term	"N" Value
Very Loose.....	0 - 4
Loose.....	4 - 10
Medium Dense.....	10 - 30
Dense.....	30 - 50
Very Dense.....	Over 50

#### Relative Proportions Of Cohesionless Soils

Proportional Term	Defining Range by Percentage of Weight
Trace.....	0% - 5%
Little.....	5% - 12%
Some.....	12% - 35%
And .....	35% - 50%

#### Consistency

Term	q <sub>u</sub> -tons/sq. ft
Very Soft.....	0.0 to 0.25
Soft.....	0.25 to 0.50
Medium.....	0.50 to 1.0
Stiff.....	1.0 to 2.0
Very Stiff.....	2.0 to 4.0
Hard.....	Over 4.0

#### Organic Content by Combustion Method

Soil Description	Loss on Ignition
Non Organic.....	Less than 4%
Organic Silt/Clay.....	4 - 12%
Sedimentary Peat.....	12% - 50%
Fibrous and Woody Peat...	More than 50%

#### Plasticity

Term	Plastic Index
None to Slight.....	0 - 4
Slight.....	5 - 7
Medium.....	8 - 22
High to Very High ..	Over 22

The penetration resistance, N, is the summation of the number of blows required to effect two successive 6" penetrations of the 2" split-barrel sampler. The sampler is driven with a 140 lb. weight falling 30" and is seated to a depth of 6" before commencing the standard penetration test.

## SYMBOLS

### Drilling and Sampling

CS – Continuous Sampling  
RC – Rock Coring: Size AW, BW, NW, 2"W  
RQD – Rock Quality Designation  
RB – Rock Bit/Roller Bit  
FT – Fish Tail  
DC – Drove Casing  
C – Casing: Size 2 1/2", NW, 4", HW  
CW – Clear Water  
DM – Drilling Mud  
HSA – Hollow Stem Auger  
FA – Flight Auger  
HA – Hand Auger  
COA – Clean-Out Auger  
SS – 2" Dia. Split-Barrel Sample  
2ST – 2" Dia. Thin-Walled Tube Sample  
3ST – 3" Dia. Thin-Walled Tube Sample  
PT – 3" Dia. Piston Tube Sample  
AS – Auger Sample  
WS – Wash Sample  
PTS – Peat Sample  
PS – Pitcher Sample  
NR – No Recovery  
S – Sounding  
PMT – Borehole Pressuremeter Test  
VS – Vane Shear Test  
WPT – Water Pressure Test

### Laboratory Tests

q<sub>a</sub> – Penetrometer Reading, tons/sq ft  
q<sub>a</sub> – Unconfined Strength, tons/sq ft  
W – Moisture Content, %  
LL – Liquid Limit, %  
PL – Plastic Limit, %  
SL – Shrinkage Limit, %  
LI – Loss on Ignition  
D – Dry Unit Weight, lbs/cu ft  
pH – Measure of Soil Alkalinity or Acidity  
FS – Free Swell, %

### Water Level Measurement

▽ – Water Level at Time Shown  
NW – No Water Encountered  
WD – While Drilling  
BCR – Before Casing Removal  
ACR – After Casing Removal  
CW – Cave and Wet  
CM – Caved and Moist

Note: Water level measurements shown on the boring logs represent conditions at the time indicated and may not reflect static levels, especially in cohesive soils.

# CGC, Inc.

Madison - Milwaukee

## Unified Soil Classification System

### UNIFIED SOIL CLASSIFICATION AND SYMBOL CHART

#### COARSE-GRAINED SOILS

(more than 50% of material is larger than No. 200 sieve size)

##### Clean Gravels (Less than 5% fines)



GW

Well-graded gravels, gravel-sand mixtures, little or no fines



GP

Poorly-graded gravels, gravel-sand mixtures, little or no fines

##### Gravels with fines (More than 12% fines)



GM

Silty gravels, gravel-sand-silt mixtures



GC

Clayey gravels, gravel-sand-clay mixtures

##### Clean Sands (Less than 5% fines)



SW

Well-graded sands, gravelly sands, little or no fines



SP

Poorly graded sands, gravelly sands, little or no fines

##### Sands with fines (More than 12% fines)



SM

Silty sands, sand-silt mixtures



SC

Clayey sands, sand-clay mixtures

#### FINE-GRAINED SOILS

(50% or more of material is smaller than No. 200 sieve size.)



ML

Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity



CL

Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays



OL

Organic silts and organic silty clays of low plasticity



MH

Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts



CH

Inorganic clays of high plasticity, fat clays



OH

Organic clays of medium to high plasticity, organic silts



PT

Peat and other highly organic soils

### LABORATORY CLASSIFICATION CRITERIA

GW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

GP Not meeting all gradation requirements for GW

GM Atterberg limits below "A" line or P.I. less than 4

Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

GC Atterberg limits above "A" line or P.I. greater than 7

SW  $C_u = \frac{D_{60}}{D_{10}}$  greater than 4;  $C_c = \frac{D_{30}}{D_{10} \times D_{60}}$  between 1 and 3

SP Not meeting all gradation requirements for GW

SM Atterberg limits below "A" line or P.I. less than 4

Limits plotting in shaded zone with P.I. between 4 and 7 are borderline cases requiring use of dual symbols

SC Atterberg limits above "A" line with P.I. greater than 7

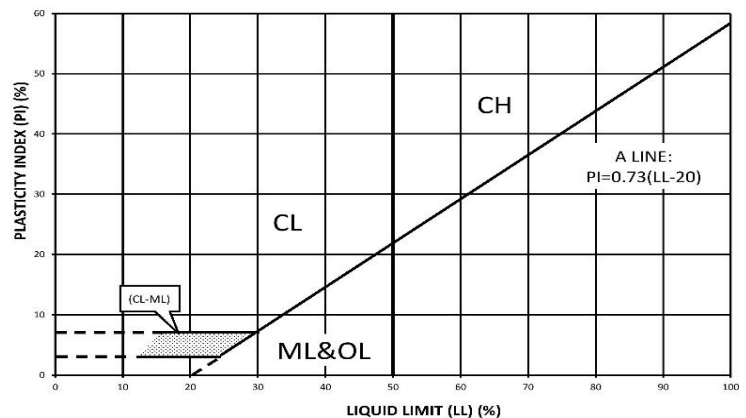
Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows:

Less than 5 percent ..... GW, GP, SW, SP

More than 12 percent ..... GM, GC, SM, SC

5 to 12 percent ..... Borderline cases requiring dual symbols

### PLASTICITY CHART



## **APPENDIX B**

### **DOCUMENT QUALIFICATIONS**

## APPENDIX B

### DOCUMENT QUALIFICATIONS

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#### I. GENERAL RECOMMENDATIONS/LIMITATIONS

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CGC, Inc. should be provided the opportunity for a general review of the final design and specifications to confirm that earthwork and foundation requirements have been properly interpreted in the design and specifications. CGC should be retained to provide soil engineering services during excavation and subgrade preparation. This will allow us to observe that construction proceeds in compliance with the design concepts, specifications and recommendations, and also will allow design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction. CGC does not assume responsibility for compliance with the recommendations in this report unless we are retained to provide construction testing and observation services.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices and no other warranties are expressed or implied. The opinions and recommendations submitted in this report are based on interpretation of the subsurface information revealed by the test borings indicated on the location plan. The report does not reflect potential variations in subsurface conditions between or beyond these borings. Therefore, variations in soil conditions can be expected between the boring locations and fluctuations of groundwater levels may occur with time. The nature and extent of the variations may not become evident until construction.

---

#### II. IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

---

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes. While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you* - should apply the report for any purpose or project except the one originally contemplated.

##### READ THE FULL REPORT

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

##### A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *CGC cannot accept responsibility or liability for problems that occur because our reports do not consider developments of which we were not informed.*

##### SUBSURFACE CONDITIONS CAN CHANGE

A geotechnical engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

##### MOST GEOTECHNICAL FINDINGS ARE PROFESSIONAL OPINION

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgement to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ - sometimes significantly - from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most

effective method of managing the risks associated with unanticipated conditions.

#### **A REPORT'S RECOMMENDATIONS ARE NOT FINAL**

Do not over-rely on the confirmation-dependent recommendations included in your report. *Those confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgement and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *CGC cannot assume responsibility or liability for the report's confirmation-dependent recommendations if we do not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

#### **A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical engineering report. Confront that risk by having CGC participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

#### **DO NOT REDRAW THE ENGINEER'S LOGS**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

#### **GIVE CONSTRUCTORS A COMPLETE REPORT AND GUIDANCE**

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

#### **READ RESPONSIBILITY PROVISIONS CLOSELY**

Some clients, design professionals, and constructors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic

expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

#### **ENVIRONMENTAL CONCERNS ARE NOT COVERED**

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

#### **OBTAIN PROFESSIONAL ASSISTANCE TO DEAL WITH MOLD**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention.* *Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

#### **RELY ON YOUR GEOTECHNICAL ENGINEER FOR ADDITIONAL ASSISTANCE**

Membership in the Geotechnical Business Council (GBC) of Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with CGC, a member of GBC, for more information.

Modified and reprinted with permission from:

Geotechnical Business Council  
of the Geoprofessional Business Association  
8811 Colesville Road, Suite G 106  
Silver Spring, MD 20910

## **APPENDIX C**

### **RECOMMENDED COMPACTED FILL SPECIFICATIONS**

## **APPENDIX C**

### **CGC, INC.**

#### **RECOMMENDED COMPACTED FILL SPECIFICATIONS**

##### **General Fill Materials**

Proposed fill shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which by decomposition might cause settlement. Also, fill shall never be placed while frozen or on frozen surfaces. Rock, stone or broken concrete greater than 6 in. in the largest dimension shall not be placed within 10 ft of the building area. Fill used greater than 10 ft beyond the building limits shall not contain rock, boulders or concrete pieces greater than a 2 sq ft area and shall not be placed within the final 2 ft of finish subgrade or in designated utility construction areas. Fill containing rock, boulders or concrete pieces should include sufficient finer material to fill voids among the larger fragments.

##### **Special Fill Materials**

In certain cases, special fill materials may be required for specific purposes, such as stabilizing subgrades, backfilling undercut excavations or filling behind retaining walls. For reference, WisDOT gradation specifications for various types of granular fill are attached in Table 1.

##### **Placement Method**

The approved fill shall be placed, spread and leveled in layers generally not exceeding 10 in. in thickness before compaction. The fill shall be placed at moisture content capable of achieving the desired compaction level. For clay soils or granular soils containing an appreciable amount of cohesive fines, moisture conditioning will likely be required.

It is the Contractor's responsibility to provide all necessary compaction equipment and other grading equipment that may be required to attain the specified compaction. Hand-guided vibratory or tamping compactors will be required whenever fill is placed adjacent to walls, footings, columns or in confined areas.

##### **Compaction Specifications**

Maximum dry density and optimum moisture content of the fill soil shall be determined in accordance with modified Proctor methods (ASTM D1557). The recommended field compaction as a percentage of the maximum dry density is shown in Table 2. Note that these compaction guidelines would generally not apply to coarse gravel/stone fill. Instead, a method specification would apply (e.g., compact in thin lifts with a vibratory compactor until no further consolidation is evident).

##### **Testing Procedures**

Representative samples of proposed fill shall be submitted to CGC, Inc. for optimum moisture-maximum density determination (ASTM D1557) prior to the start of fill placement. The sample size should be approximately 50 lb.

CGC, Inc. shall be retained to perform field density tests to determine the level of compaction being achieved in the fill. The tests shall generally be conducted on each lift at the beginning of fill placement and at a frequency mutually agreed upon by the project team for the remainder of the project.

**Table 1**  
**Gradation of Special Fill Materials**

Material	WisDOT Section 311	WisDOT Section 312	WisDOT Section 305			WisDOT Section 209		WisDOT Section 210
	Breaker Run	Select Crushed Material	3-in. Dense Graded Base	1 1/4-in. Dense Graded Base	3/4-in. Dense Graded Base	Grade 1 Granular Backfill	Grade 2 Granular Backfill	Structure Backfill
Sieve Size	Percent Passing by Weight							
6 in.	100							
5 in.		90-100						
3 in.			90-100					100
1 1/2 in.		20-50	60-85					
1 1/4 in.				95-100				
1 in.					100			
3/4 in.			40-65	70-93	95-100			
3/8 in.				42-80	50-90			
No. 4			15-40	25-63	35-70	100 (2)	100 (2)	25-100
No. 10		0-10	10-30	16-48	15-55			
No. 40			5-20	8-28	10-35	75 (2)		
No. 100						15 (2)	30 (2)	
No. 200			2-12	2-12	5-15	8 (2)	15 (2)	15 (2)

**Notes:**

1. Reference: Wisconsin Department of Transportation *Standard Specifications for Highway and Structure Construction*.
2. Percentage applies to the material passing the No. 4 sieve, not the entire sample.
3. Per WisDOT specifications, both breaker run and select crushed material can include concrete that is 'substantially free of steel, building materials and other deleterious material'.

**Table 2**  
**Compaction Guidelines**

Area	Percent Compaction (1)	
	Clay/Silt	Sand/Gravel
<b><u>Within 10 ft of building lines</u></b>		
Footing bearing soils	93 - 95	95
Under floors, steps and walks		
- Lightly loaded floor slab	90	90
- Heavily loaded floor slab and thicker fill zones	92	95
<b><u>Beyond 10 ft of building lines</u></b>		
Under walks and pavements		
- Less than 2 ft below subgrade	92	95
- Greater than 2 ft below subgrade	90	90
Landscaping	85	90

**Notes:**

1. Based on Modified Proctor Dry Density (ASTM D 1557)

# TOKEN CREEK PARK ROAD REPAVE

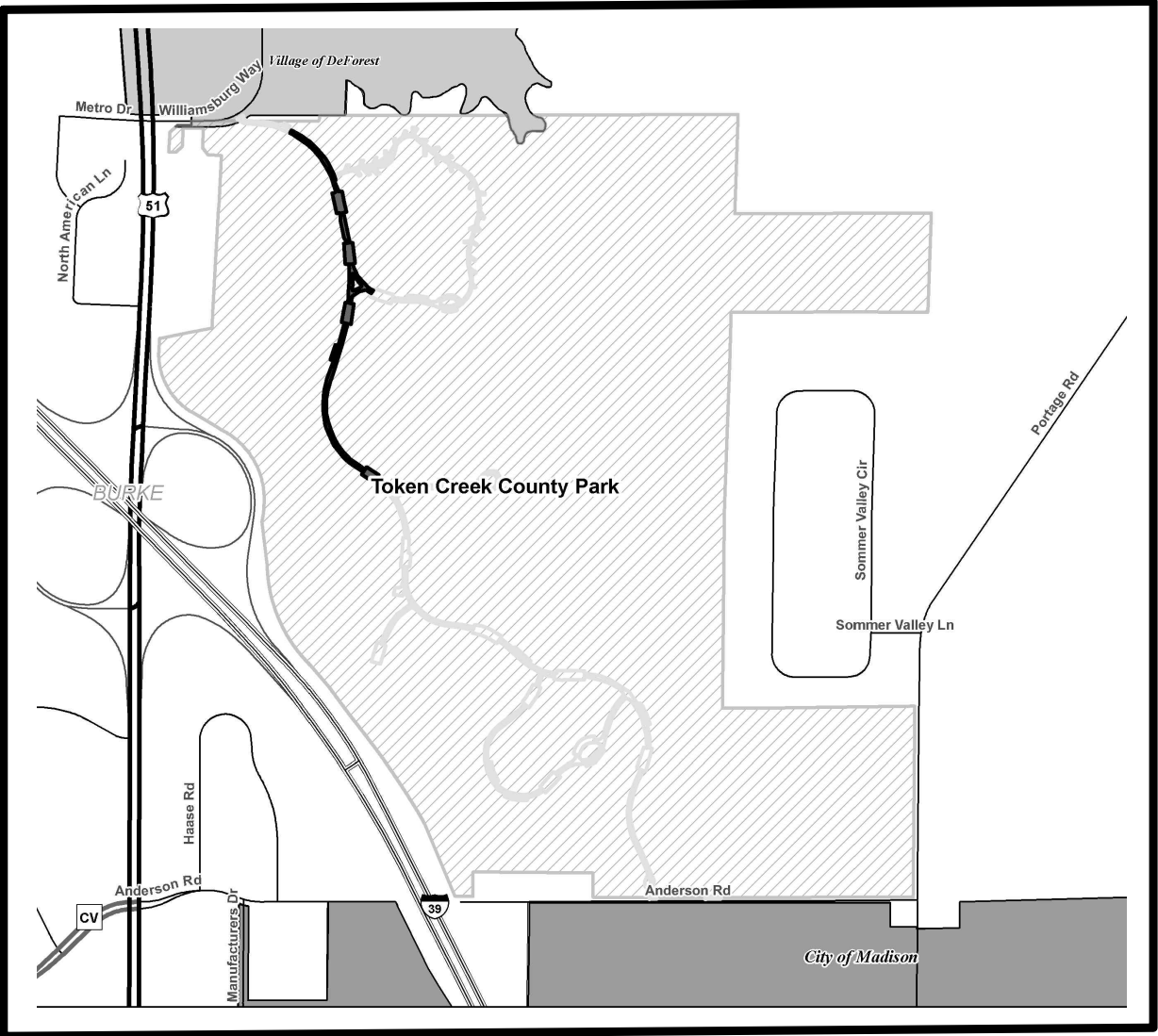
6200 WILLIAMSBURG WAY  
DEFOREST, WI 53532



LEGENDS

ASPHALT (EDGE OF PAVEMENT)

GRAVEL SHOULDER



LOCATION MAP:  
TOKEN CREEK COUNTY PARK  
DANE COUNTY, WISCONSIN

INDEX OF SHEETS	
1.	Cover Sheet
2.	General Notes
3.	Site Plan - North 1
4.	Site Plan - North 2
5.	Site Plan - South 1
6.	Site Plan - South 2
7.	Construction Details - Typical Road Sections
8.	Construction Details - Typical Trail Section

PROJECT MANAGER: DANE COUNTY PUBLIC WORKS  
OWNER: DANE COUNTY PARKS



Dial 811 or (800)242-8511  
www.DiggersHotline.com

TOKEN CREEK PARK ROAD REPAVE

COVER SHEET

19082-000

Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###



TOKEN CREEK PARK ROAD REPAVE

GENERAL NOTES

19082-000

Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###

GENERAL NOTES:

1. CONSTRUCTION SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, DANE COUNTY TECHNICAL STANDARDS FOR EROSION CONTROL AND STORMWATER MANAGEMENT, AND ANY APPLICABLE WDNR TECHNICAL STANDARDS AND GUIDANCE. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REGULATIONS, LATEST EDITION.
2. ALL GENERAL AND SUB-CONTRACTORS ARE ENCOURAGED TO VISIT AND INSPECT THE SITE PRIOR TO SUBMITTING A PROPOSAL TO COMPLETE THE WORK.
3. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC ON PUBLIC ROADWAYS. AT NO TIME SHALL ACCESS BE DENIED TO SURROUNDING SITES UNLESS APPROVED BY THE OWNER AND TOWN.
4. VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE APPARENT, BRING TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN CAN OCCUR.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.
6. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED, BY CONTRACTOR, PRIOR TO CONSTRUCTION.
7. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING CONDITIONS OR BETTER
8. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO THE PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER'S REPRESENTATIVE.
9. TESTING AND FINAL ACCEPTANCE:
  - A) ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR FOR A PERIOD OF 12 MONTHS OR AS DETERMINED BY THE OWNER FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECT IN THE MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
  - B) BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER AND REPRESENTATIVES. FINAL PAYMENT WILL BE MADE AFTER THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
  - C) ALL TESTING WILL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR.
10. CONTRACTOR SHALL MAINTAIN A SET OF REDLINE DRAWINGS RECORDING AS-BUILT CONDITIONS DURING CONSTRUCTION. THESE REDLINE MARKED DRAWINGS WILL BE SUBMITTED TO THE ENGINEER.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT/PAINTING EDGE OF PAVEMENT PER PLAN FOR OWNER REVIEW AND APPROVAL PRIOR TO PAVING.
12. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION TRAFFIC CONTROL AND SHALL COORDINATE WITH OWNER TO MAINTAIN CAMPGROUND ACCESS AND PUBLIC ACCESS TO PARK. DANE COUNTY WILL SHIFT PARK ENTRANCE TO ANDERSON ROAD AS NEEDED AND PROVIDE DETOUR SIGNAGE.
13. CONSTRUCTION ACCESS VIA WILLIAMSBURG DRIVE ONLY.
14. CONTRACTOR SHALL COORDINATE SCHEDULE OF WORK WITH THE OWNER AND PROVIDE TWO WEEKS NOTICE PRIOR TO CONSTRUCTION.
15. DANE COUNTY WILL PROVIDE CLEAR & GRUB OF VEGETATION FROM PAVEMENT EDGE, MINOR TREE TRIMMING, LANDSCAPE RESTORATION, AND PARKING LOT STRIPING.
16. PAVEMENT SHALL BE ADJUSTED TO TIE INTO EXISTING ELEVATIONS OF EXISTING PARK ROADS, SIDEWALKS, AND CONCRETE APRONS TO PROVIDE A SMOOTH TRANSITION.
17. STOCKPILING OF MATERIAL ONSITE TO BE APPROVED BY OWNER.
18. THE APPROXIMATE LENGTH OF THE ROAD IS 2,700 FEET.
19. ALL WORK SHALL BE DONE DURING DRY CONDITIONS AND BE COMPLETED BY JUNE 20, 2022.

LEGENDS

- ASPHALT (EDGE OF PAVEMENT)
- GRAVEL SHOULDER

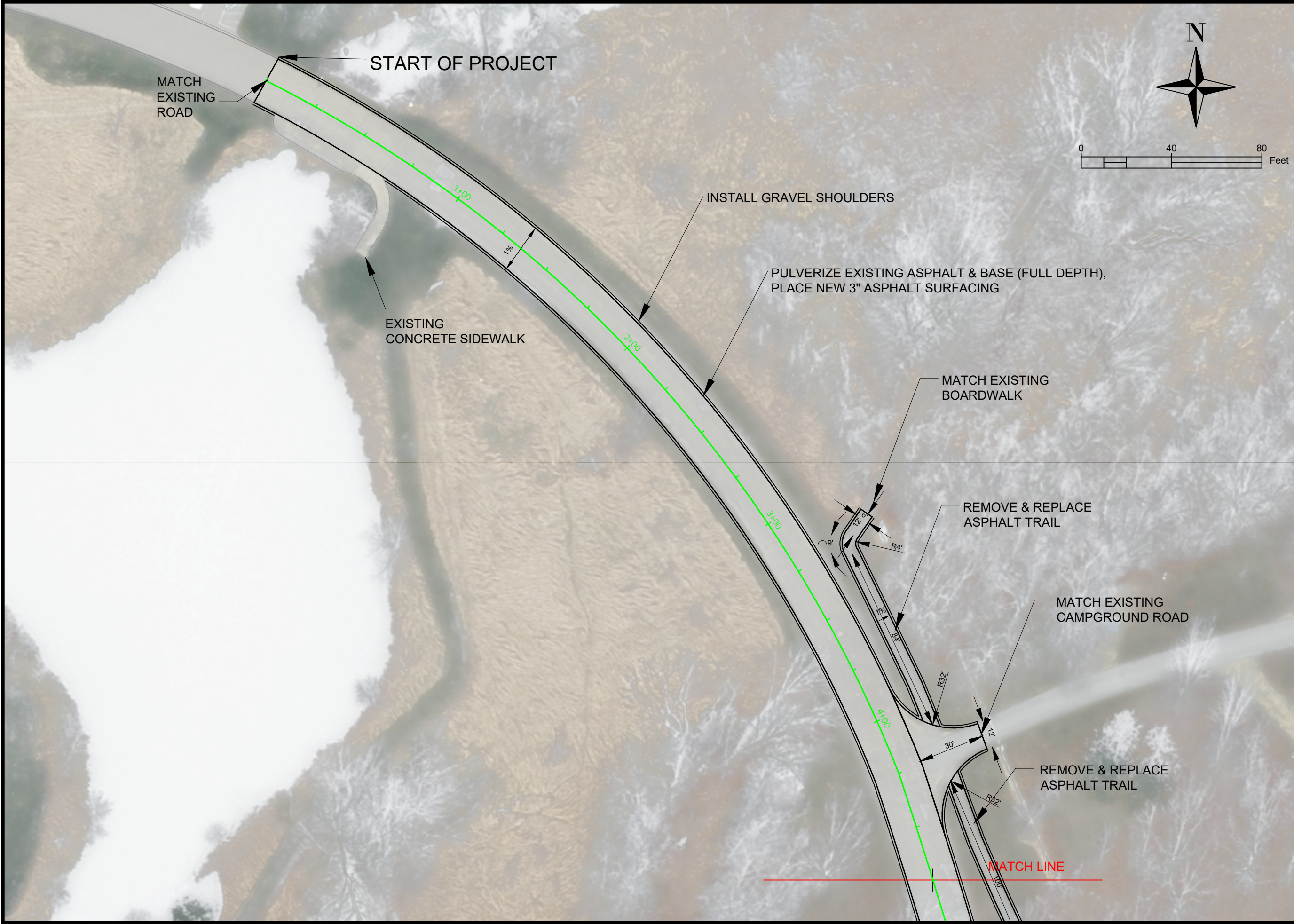
DANE COUNTY PUBLIC WORKS

RYAN SHORE  
ENGINEERING PROJECT MANAGER  
2302 FISH HATCHERY ROAD  
MADISON, WI 53713  
(608) 266-4475  
shore@countyofdane.com

DANE COUNTY PARKS

ALEX DESMIDT  
DANE COUNTY PARKS DEPT  
5201 FEN OAK DRIVE  
ROOM 208  
MADISON, WI 53718  
(608) 445-8665  
desmidt.alex@countyofdane.com

HORIZONTAL DATUM AND ADJUSTMENT: NAD 83 (2011)  
COORDINATE REFERENCE SYSTEM: WISCRS DANE COUNTY (M)  
VERTICAL DATUM AND ADJUSTMENT: NAVD 88 (2012)



TOKEN CREEK PARK ROAD REPAVE

SITE PLAN - NORTH 1

19082-000

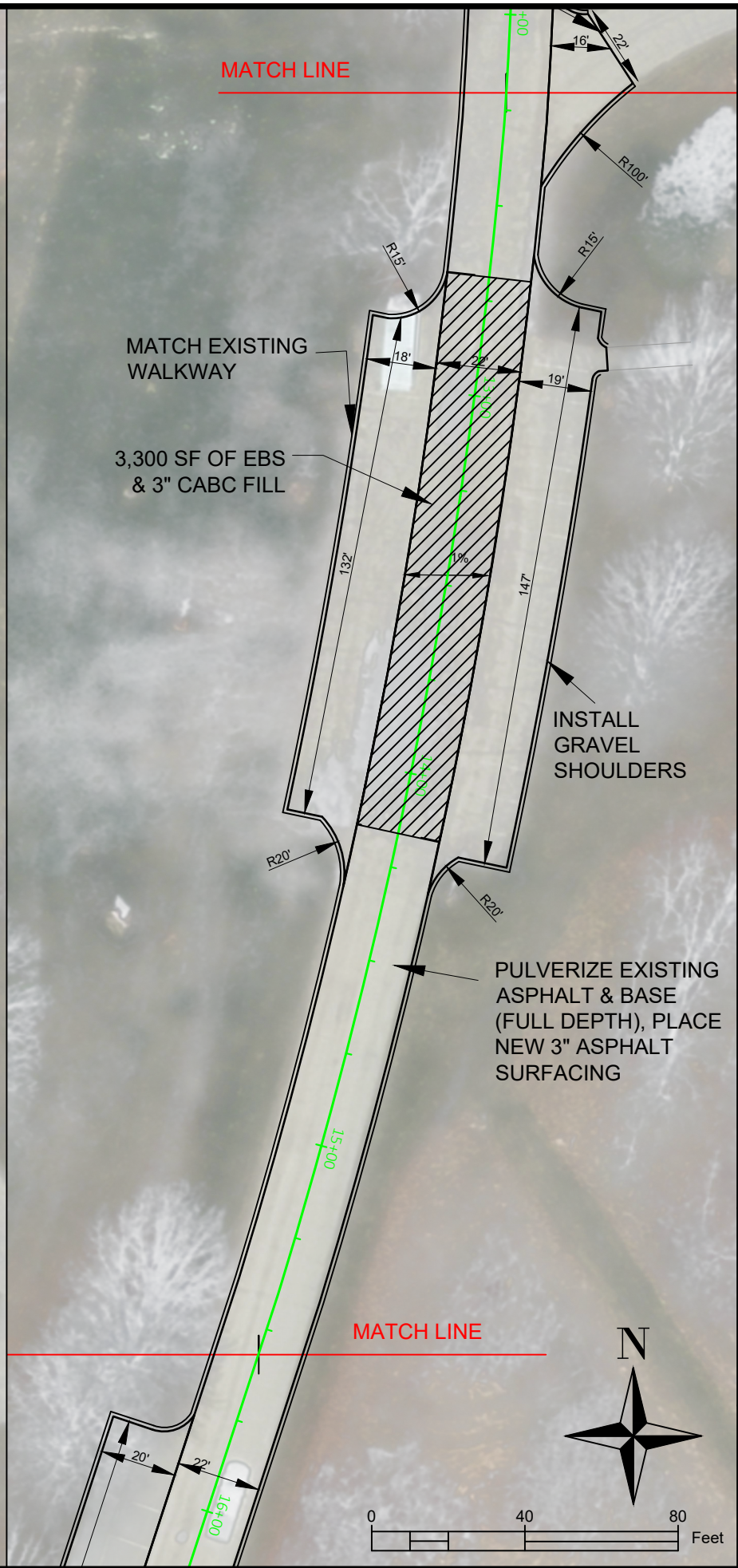
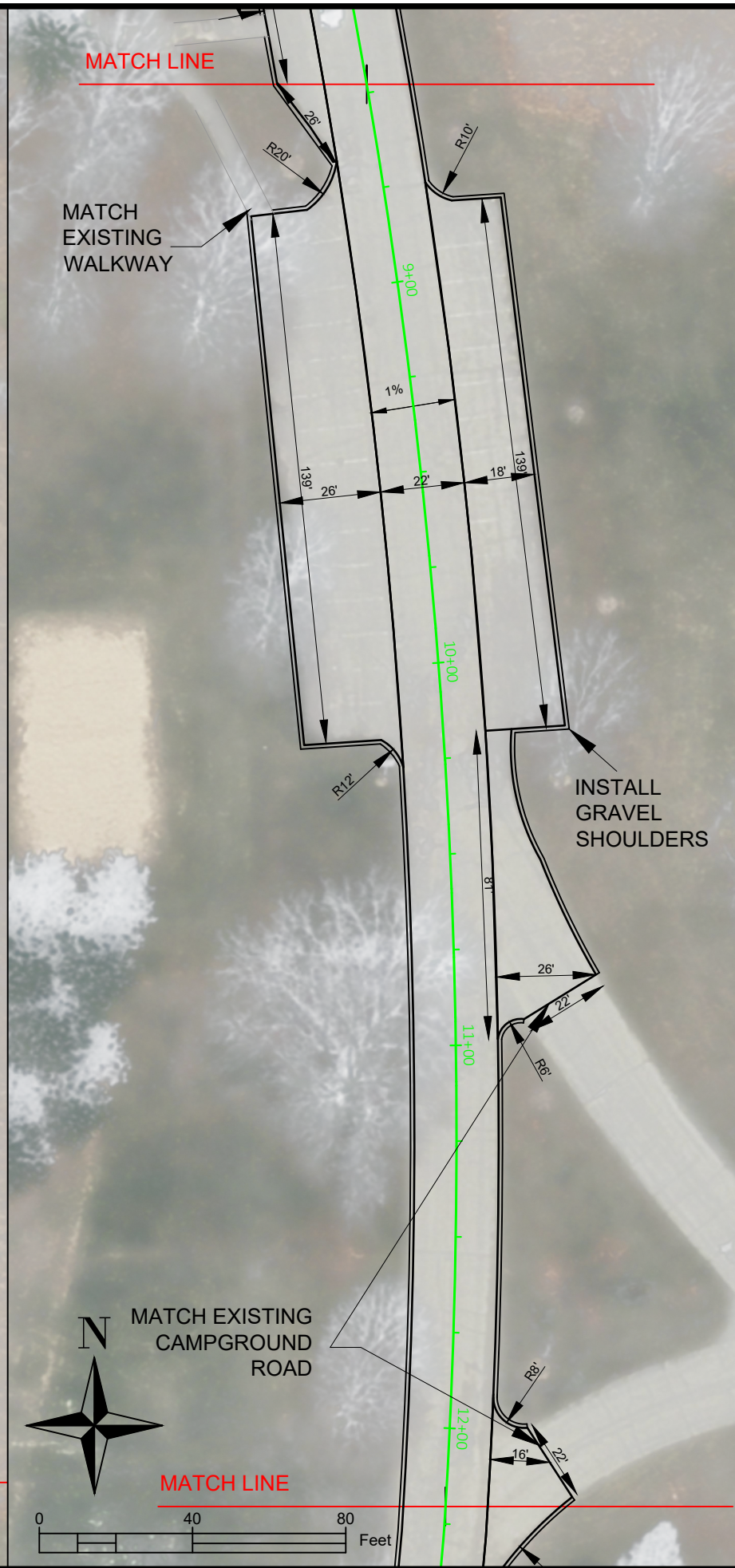
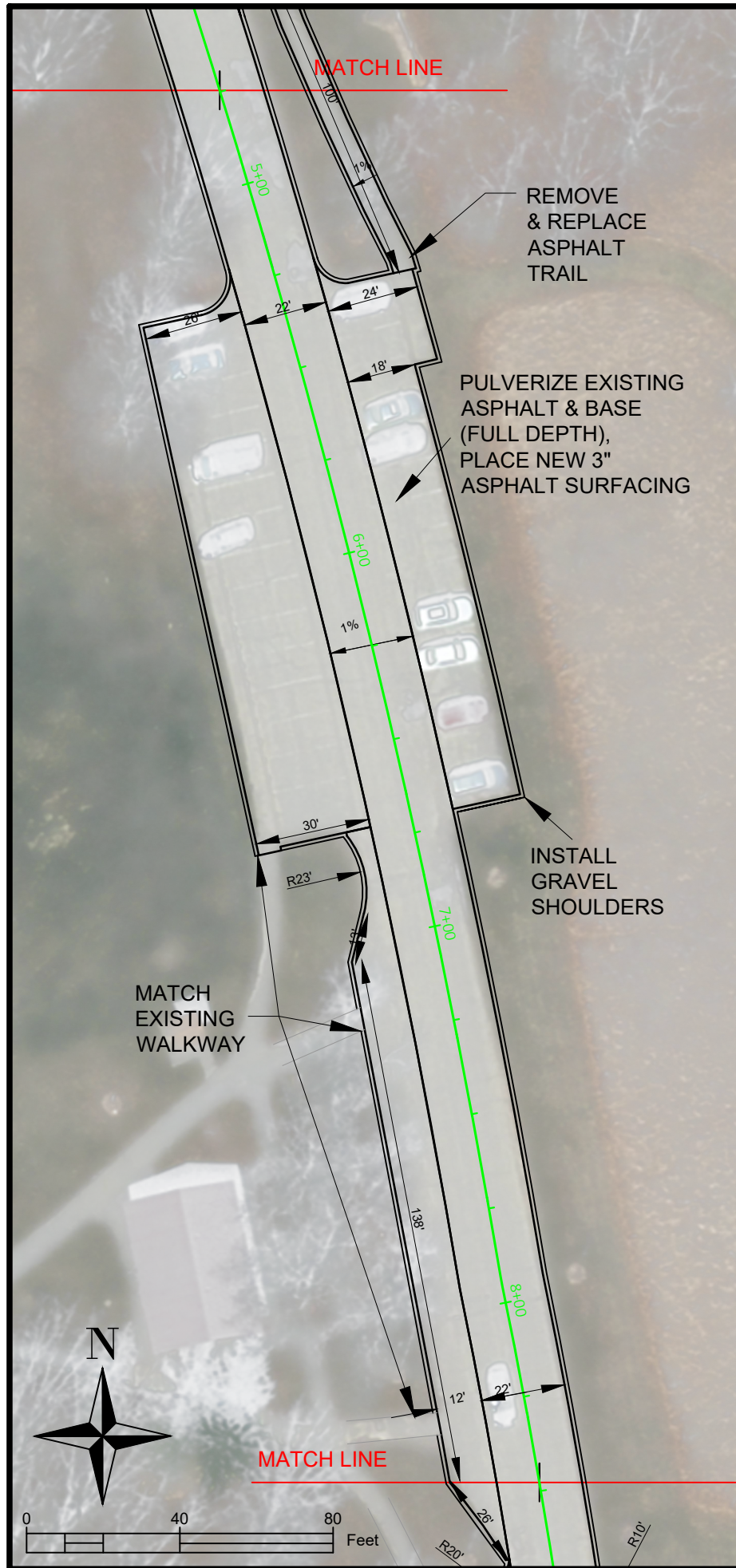
Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###

TOKEN CREEK PARK ROAD REPAVE

SITE PLAN - NORTH 2

19082-000

Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###

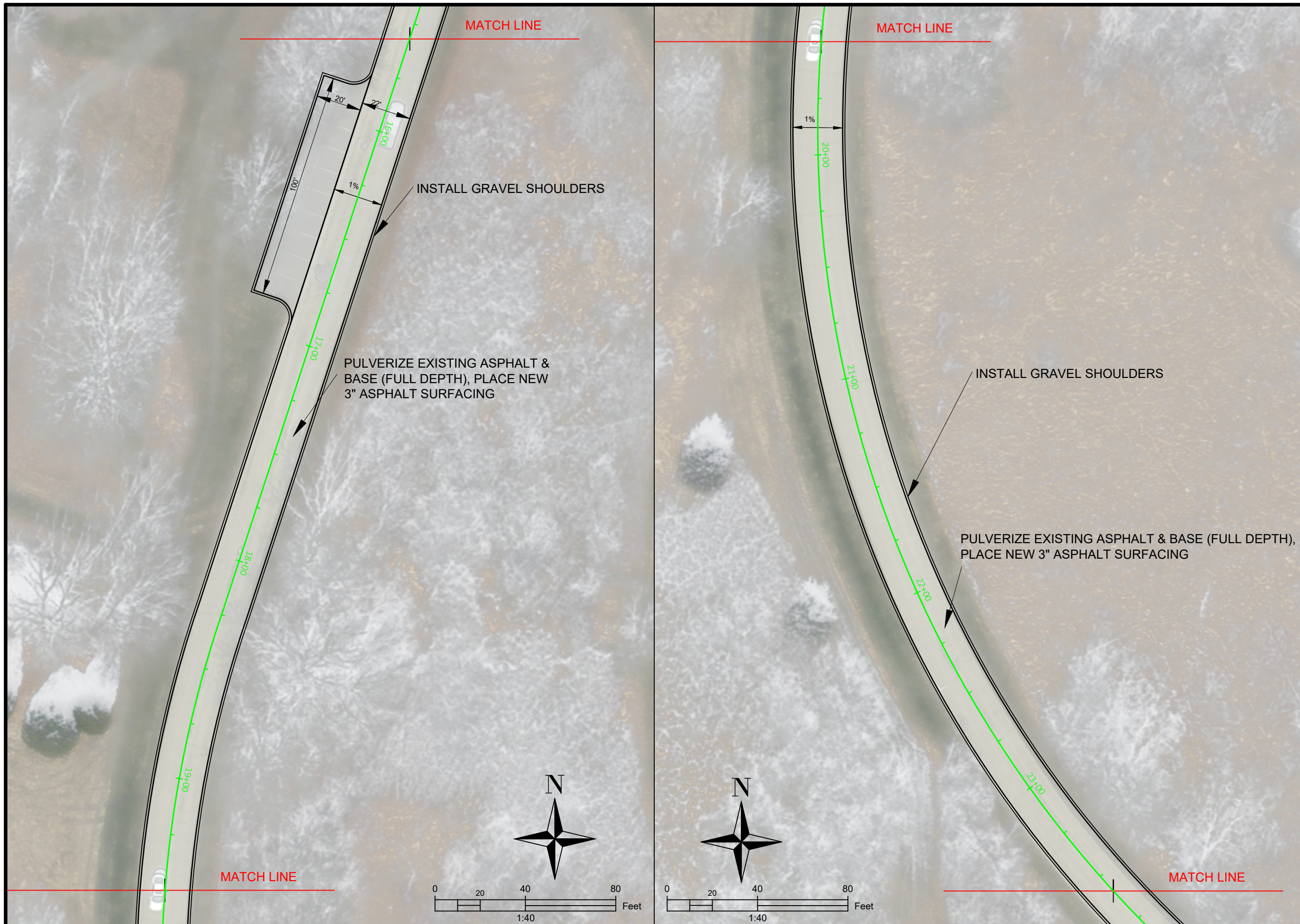


TOKEN CREEK PARK ROAD REPAVE

SITE PLAN - SOUTH 1

19082-000

Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###



TOKEN CREEK PARK ROAD REPAVE

SITE PLAN - SOUTH 2

19082-000

Project No: ###  
Date: January 10, 2022  
Designed By: Dane Co Parks  
Drafted By: Dane Co Parks  
Checked By: ###





TOKEN CREEK PARK ROAD REPAVE

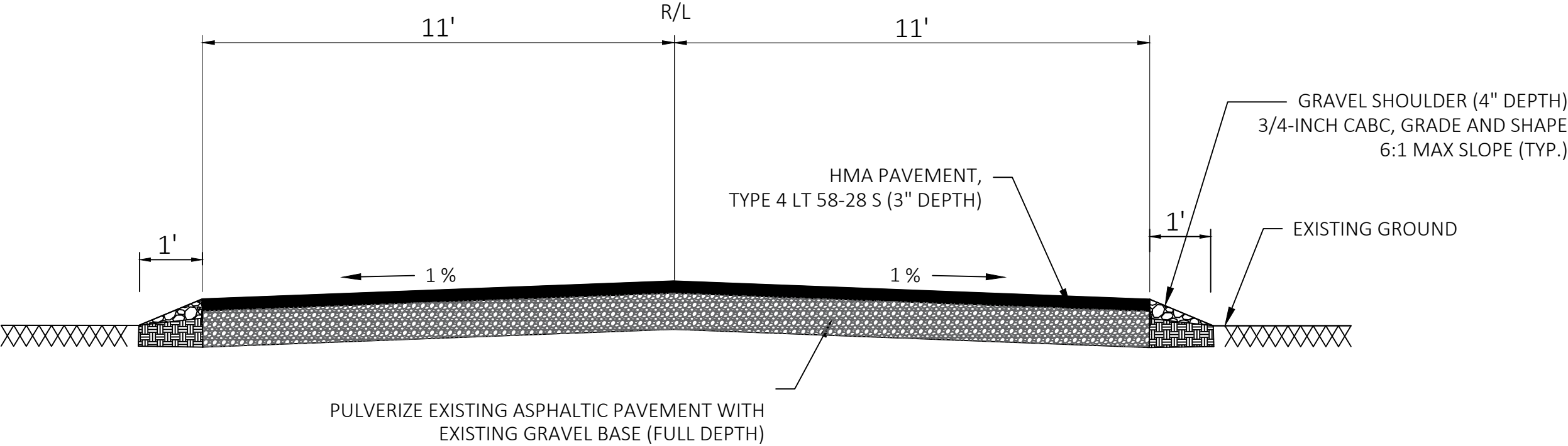
CONSTRUCTION DETAILS

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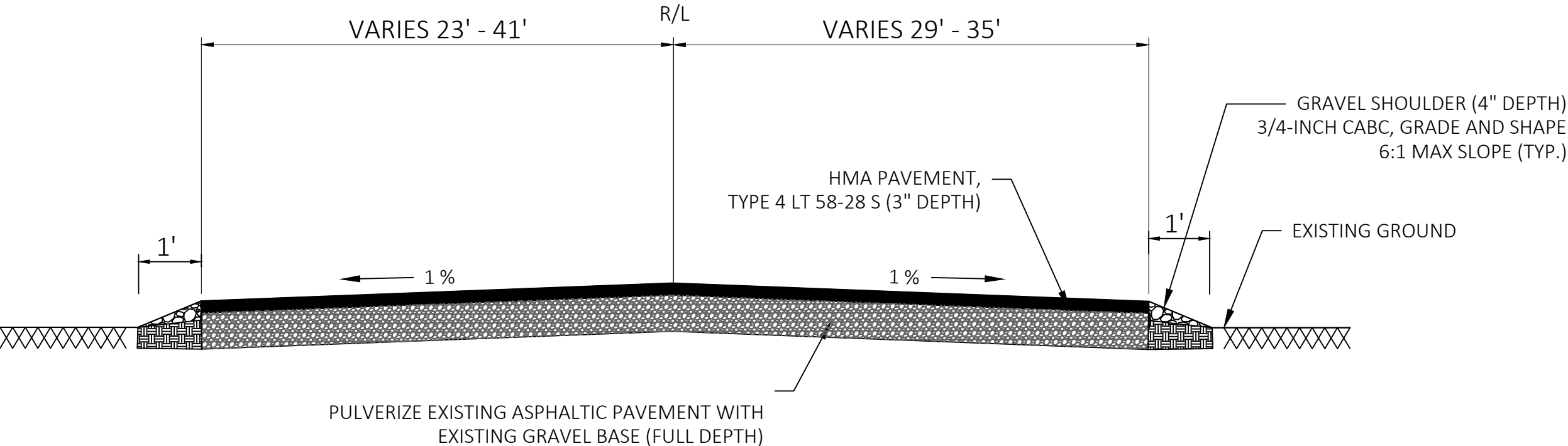
SHEET NO.

7 OF 8



PARK ROAD TYPICAL SECTION

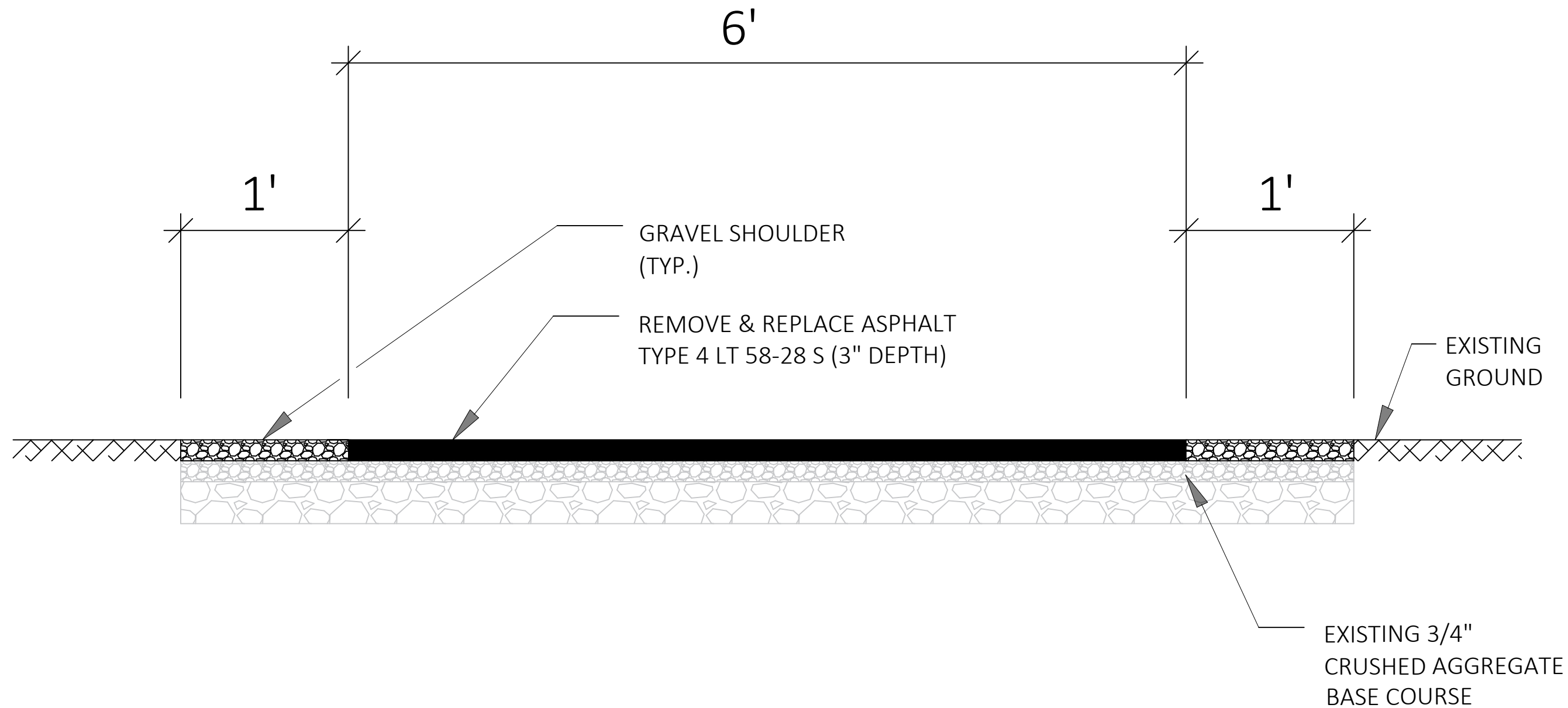
SCALE: NTS



PARK ROAD & PARKING LOT TYPICAL SECTION

SCALE: NTS

NOTES:  
FINISHED TRAIL SURFACES SHALL HAVE A 1% MAXIMUM CROSS SLOPE  
EXISTING DRAINAGE PATTERNS SHALL BE MAINTAINED  
ALL FINISH LANDSCAPING BY OWNER



TOKEN CREEK PARK ROAD REPAVE  
TYPICAL CROSS SECTION

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PAVED TRAIL TYPICAL SECTION

SCALE: NTS