



**RFB NO. 321023**

# **CONSTRUCTION DOCUMENTS PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

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

**REQUEST FOR BIDS NO. 321023  
PARKING LOT IMPROVEMENTS  
SALMO POND COUNTY PARK  
4809 SCHERBEL RD.  
CROSS PLAINS, WISCONSIN**

**ISSUED FOR BIDS: JULY 6, 2021**

Due Date / Time: **TUESDAY, AUGUST 3, 2021 / 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  
FAXNO.: 608/267-1533  
E-MAIL: [SHORE@COUNTYOFDANE.COM](mailto:SHORE@COUNTYOFDANE.COM)

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Plot drawings on 22” x 34” (ANSI D) paper for correct scale or size.

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END OF SECTION

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INVITATION TO BID

**LEGAL NOTICE**

Dane County Dept. of Public Works, Hwy & Transp.,, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Bids until:

**2:00 P.M., TUESDAY, AUGUST 3, 2021**

**RFB NO. 321023**

**PARKING LOT IMPROVEMENTS**

**SALMO POND COUNTY PARK**

**4809 SCHERBEL RD., CROSS PLAINS, WI**

Dane County is inviting Bids for construction services to reconstruct an existing parking lot and add stormwater controls. 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., July 6, 2021** from [bids-pwht.countyofdane.com](http://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](http://publicworks.countyofdane.com/bvc) or call 608/267-0119.

Pre-bid site tour will be July 20, 2021 at 1:00 p.m. at the site. Bidders are strongly encouraged to attend.

**PUBLISH: JULY 6 & JULY 13, 2021 - WISCONSIN STATE JOURNAL  
JULY 7 & JULY 14, 2021 - THE DAILY REPORTER**

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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 July 20, 2021 at 1:00 p.m. at Salmo Pond County Park, 4809 Scherbel Rd., Cross Plains, WI. 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 or Architect / Engineer 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. 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://wisconsin.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. Vault toilet removal & replacement
2. Fencing

**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**

**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**

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

(Copy this Form as necessary to provide complete information)

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

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

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

	<u>ESB FIRM NAME CONTACTED</u>	<u>DATE</u>	<u>PERSON CONTACTED</u>	<u>DID ESB BID?</u>	<u>ACC- EPT BID?</u>	<u>REASON FOR REJECTION</u>
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. 321023**

**PROJECT: PARKING LOT IMPROVEMENTS  
SALMO POND COUNTY PARK**

**TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &  
TRANSPORTATION 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 DOES NOT  
APPLY TO HIGHWAYS, STREETS AND ROADS PROJECTS.**

**BASE BID - LUMP SUM:**

Dane County Parks is inviting bids to reconstruct an existing parking lot and add stormwater controls. 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 Department of Public Works, Highway & Transportation 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 Pricing for the following items:

- Asphalt Pavement: @ \$ \_\_\_\_\_ /ton.
- Topsoil: @ \$ \_\_\_\_\_ /cu.yd.
- Seed & Mulch: @ \$ \_\_\_\_\_ /sq.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 must have this project completed by October 29, 2021. Assuming this Work can be started by September 13, 2021, 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: \_\_\_\_\_

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





COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. \_\_\_\_\_ Bid No. 321023

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

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Deputy Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Parking Lot Improvements at Salmo Pond 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 \_\_\_\_\_ (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. This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

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.

**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 [Deputy Public Works, Waste & Renewables] Director.

**FOR COUNTY:**

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

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

# AIA<sup>®</sup> Document A310<sup>™</sup> – 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 \_\_\_\_\_

_____	(Contractor as Principal)	_____	(Seal)
(Witness)		_____	(Title)
		_____	(Surety)
_____		_____	(Seal)
(Witness)		_____	(Title)

**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<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

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.

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

**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:

Sample

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

*(Corporate Seal)*

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<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

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.

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

*(Name and location)*

**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 Public Works, Highway & Transportation, 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. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.

- B. Contractor shall submit, on an on-going basis and as directed, Product Data such as brochures that shall contain catalog cuts and specifications of all furnished mechanical and electrical equipment. After Architect / Engineer's approval, one (1) copy shall remain in Architect / Engineer's file, one (1) kept at Department's office and one (1) kept at job site by Contractor for reference purposes.
- C. Samples shall consist of physical examples furnished by Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards to compare the Work.
  - 1. Submit Samples in sufficient quantity (minimum of two (2)) to permit Architect / Engineer to make all necessary tests and of adequate size showing quality, type, color range, finish, and texture. Label each Sample stating material, type, color, thickness, size, project name, and Contractor's name.
  - 2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect / Engineer's office on samples forwarded.
  - 3. Materials installed shall match approved Samples.
- D. Contractor shall review Shop Drawings and place their dated stamp thereon to evidence their review and approval and shall submit with reasonable promptness and in orderly sequence to cause no delay in the Work or in work of any other contractor. At time of submission, Contractor shall inform Architect / Engineer in writing of any deviation in Shop Drawings or Samples from requirements of Construction Documents. Architect / Engineer will not consider partial lists.
- E. Architect / Engineer will review and approve or reject Shop Drawings with reasonable promptness to cause no delay. Architect / Engineer's approval shall not relieve Contractor from responsibility for errors or omissions in Shop Drawings.
- F. Contractor shall not commence any work requiring Shop Drawing, Product Data or Sample submission until Architect / Engineer has approved submission. All such work shall be in accordance with approved Shop Drawings, Product Data and Samples.
- G. Contractor shall keep on site of the Work, approved or conformed copy of Shop Drawings and shall at all times give Department access thereto.
- H. By stamping and submitting Shop Drawings, Product Data and Samples, Contractor thereby represents that he or she has or will determine and verify all field measurements, field construction criteria, materials, catalog numbers, and similar data and that he or she has checked and coordinated each Shop Drawing, Product Data and Sample with requirements of the Work and of Construction Documents. Architect / Engineer shall return without examination, Shop Drawings, Product Data and Samples not so noted.
- I. All Shop Drawings from any one Contractor should be numbered consecutively and on cover sheet shall bear name and location of project, name of Contractor, date of submittal and date of each correction or revision and associated Specification section and page number.

## **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 (sweeping, vacuuming and / or hosing, as is appropriate to work surface), Contractor shall perform following final cleaning for all trades at completion of the Work:
  - 1. Remove temporary protections;
  - 2. Remove marks, stains, fingerprints and other soil or dirt from painted, decorated and finished woodwork and wall surfaces;
  - 3. Remove spots, plaster, soil and paint from ceramic tile, marble and other finished materials, and wash or wipe clean;
  - 4. Clean fixtures, cabinet work and equipment, removing stains, paint, dirt and dust, and leave same in undamaged, new condition;
  - 5. Clean aluminum in accordance with recommendations of manufacturer; and
  - 6. Clean resilient floors thoroughly with well-rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring surfaces to sheen.

## **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.

- C. Contractor & subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations while inside any County facility. County Project Manager shall clarify these procedures & recommendations at pre-construction meeting.

## **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 and pay associated fees , 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 if Contractor has been 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 Public Works, Highway & Transportation 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 [Deputy Public Works, Waste & Renewables] Director has reviewed [Architect / Engineer's, 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 [Deputy Public Works, Waste & Renewables] 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 & CERTIFICATE FOR PAYMENT

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation 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:	<b>Distribution to:</b>
		PERIOD TO:	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS:	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

---

**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)

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.

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

**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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# AIA<sup>®</sup> Document G703™ – 1992

## Continuation Sheet

AIA 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:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(if variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D-E)</i>	THIS PERIOD				
<div style="font-size: 4em; opacity: 0.2; pointer-events: none;">                     SUBMITTAL                 </div>								
GRAND TOTAL								

**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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SECTION 00 73 00

BEST VALUE CONTRACTING

**1. CONTRACTORS / LICENSURE APPLICANTS**

The Dane County Department of Public Works 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. This document shall be completed, properly executed, 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 Department of Public Works, Highway & Transportation 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 only provided in the RFB for reference. 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 possess 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, please 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	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	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	Contractor has 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 / Waterproofer
- 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 a 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 for parking lot replacement, stormwater controls and associated work.
- B. Work by Owner:
  - 1. Vault Toilet Replacement
  - 2. Fencing
- C. Permits: By County Parks.
- 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.
- C. Contractors or Subcontractors shall not visit the site if they are or have recently been ill.

##### 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. Owner shall review and accept or reject alternates quoted on Bid Form.
- B. Coordinate related work and modify surrounding work as required.
- C. 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. Contractor shall provide Public Works Project Manager with work plan that ensures the Work's completion within required time & schedule.
- C. 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.
- 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.
- F. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](http://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](http://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.

#### 1.12 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 that shall be retained by Public Works Project Manager.

#### 1.16 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus one (1) copy that shall be retained by Public Works Project Manager.
- 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. Submit samples to illustrate functional and aesthetic characteristics of Product.
- B. Submit samples of finishes from full range of manufacturers' standard colors, textures, and patterns for Public Works Project Manager's selection.

#### 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. Contractors are asked to not work at facility if they are ill with something contagious.
- B. All contractors are expected to leave work areas in conditions; such that area can be occupied immediately upon leaving area.

- C. Smoking is prohibited on Dane County property.
- D. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section. 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.
- E. Contractor is not responsible for providing & maintaining temporary toilet facilities.
- F. Contractor & subcontractors shall follow all current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](http://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](http://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. Provide written notification prior to start-up of each equipment item or system.
- B. Ensure that each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturers' instructions.
- D. Submit written report that equipment or system has been properly installed and is functioning correctly.

#### 1.34 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel prior to date of final inspection.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.
- C. Owner may choose to photograph or videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

### 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. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.
- C. 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. Provide two (2) bound, hard-copy operation and maintenance manuals that include all systems, materials, products, equipment, mechanical and electrical equipment and systems supplied and installed in the Work. Provide electronic version of operation and maintenance manual also.

### 1.39 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide Products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
- B. Deliver to the Work site and place in location as directed.

### 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 Engineer, Consultant 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.
- B. Engineer, Consultant shall update original Construction Documents to include all Addendums & any other changes including those provided by Contractor in As-Built Drawings & Specifications. These updates are project Record Drawings & Specifications.

- C. Engineer, Consultant shall furnish Public Works Project Manager with Record Drawings as detailed in Professional Services Agreement.

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. 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 Rathsack, 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 ____ Landfilled    ____ Other	Name: _____
Wood	_____ cu. yds. _____ tons	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Wood Pallets	_____ units	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
PVC Plastic	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Asphalt & Concrete	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Bricks & Masonry	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Vinyl Siding	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Cardboard	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Metals	_____ cu. yds. _____ tons	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Unpainted Gypsum / Drywall	_____ cu. yds. _____ tons	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Shingles	_____ cu. yds. _____ tons	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Fluorescent Lamps	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Foam Insulation	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Carpet Padding	_____ cu. ft. _____ lbs.	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Barrels & Drums	_____ units	____ Recycled    ____ Reused ____ Landfilled    ____ Other	Name: _____
Glass	_____ cu. yds. _____ tons	____ Recycled    ____ Reused ____ 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 02 41 00**

### **DEMOLITION**

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

##### **1.1 SECTION INCLUDES**

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.
- C. Abandonment and removal of existing utilities and utility structures.

##### **1.2 RELATED REQUIREMENTS**

- A. Section 31 10 00 - Site Clearing
- B. Section 31 22 00 - Site Preparation and Earthwork
- C. Section 31 25 00 - Erosion Control

##### **1.3 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2019.
- C. Where reference is made to the "Construction Standards", it shall be construed to mean the Municipality's Construction Standards, except the method of measurement and basis of payment shall not apply.
- D. Where reference is made to the "Standard Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- E. Where reference is made to the "State Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

##### **1.4 RECORD DRAWINGS**

- A. Maintain Record Drawings showing actual locations of utilities and other features encountered, and any deviations from the original design. Show actual limits of removal and demolition.

## **PART 2 - PRODUCTS**

### **2.1 FILL MATERIALS**

- A. Backfill material for all on-site demolition shall consist of quality, on-site subsoil or quality import granular soils.

## **PART 3 - EXECUTION**

### **3.1 SCOPE**

- A. Refer to site demolition work as indicated on Drawing Sheet C2.0.

### **3.2 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  1. It is not expected that asbestos containing materials (ACM) will be encountered in the Work. If materials suspected of ACM are encountered, do not disturb; immediately notify Owner.
  2. It is not expected that lead based paints and/or coatings will be encountered in the Work. If materials suspected of containing lead contaminants are encountered, do not disturb; immediately notify Owner.
  3. Obtain required permits.
  4. Comply with applicable requirements of NFPA 241.
  5. Use of explosives is not permitted.
  6. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  7. Provide, erect, and maintain temporary barriers and security devices.
  8. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  9. Conduct operations to minimize effects on and interference with neighboring structures and occupants.
  10. Do not close or obstruct roadways or sidewalks without permit.
  11. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  12. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
  13. During excavation activities, if an underground storage tank is encountered, the Contractor shall halt work in the area of the tank and immediately notify the Municipality's Construction Representative.
  14. Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with Municipality, County, and State regulations and the tank and grease traps shall then be removed and disposed of and the voids filled with suitable materials. Contractor shall notify Municipality's Construction Representative a minimum of 48 hours prior to removing tanks or traps. Contractor shall provide the Municipality's Construction Representative with a copy of all documentation recording proper removal of tanks and traps.
- B. Do not begin removal until receipt of notification to proceed from the Owner.

- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide required bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures or structures not requiring demolition.

### **3.3 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least three (3) days prior written notification to Owner.
- E. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

### **3.4 SELECTIVE DEMOLITION**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only:
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work:
  - 1. Remove items indicated on Drawings.
- D. Protect existing work to remain:
  - 1. Prevent movement of or damage to structure to remain; provide shoring and bracing when necessary.
  - 2. Perform cutting to accomplish removals neatly and as required for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch as specified for patching new work.
- E. Sawing Pavement:
  - 1. All pavement removal, curb removal, sidewalk removal, and driveway removals will require a sawcut at the removal limits. Curb and gutter, sidewalk, and concrete pavement shall be sawcut at the nearest joint to the planned removal limits or as directed by the Municipality's Construction Representative.

2. Sawing pavement will be done in accordance with Section 690 of the State Specifications, except there will be one bid item for sawing pavement to include both asphalt and concrete pavement.

F. Tree and Shrub Removal:

1. Provide all labor materials and equipment for removal of existing trees, shrubs, and other vegetation as indicated on the plans or that will be in conflict with any proposed improvements as shown on the plans. Removals shall include complete removal of stumps which conflict with proposed grades to a minimum of 18 inches below proposed finish grade. All trees, shrubs, and brush to be disposed of off-site.

**3.5 DEMOLITION BACKFILL - FILLING VOIDS**

- A. Completely fill below grade areas and voids resulting from demolition or removal of structures, underground fuel storage tanks, wells, cisterns, etc., using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter.
- B. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.
- C. Place fill materials in accordance with Section 31 22 00 - Site Preparation and Earthwork, unless subsequent excavation for new work is required.
- D. Backfill type, lift thickness, and compaction requirements shall be in accordance with Section 31 22 00 - Site Preparation and Earthwork.

**3.6 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

Demolition

02 41 00 - 4

## **SECTION 31 10 00**

### **SITE CLEARING**

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

##### **1.1 RELATED SECTIONS**

- A. Section 02 20 00 - General Sitework Requirements
- B. Section 02 41 13 - Demolition
- C. Section 31 25 00 - Erosion Control

##### **1.2 REFERENCE STANDARDS**

- A. Where reference is made to the "Construction Standards", it shall be construed to mean the Municipality's Standard Specifications for Public Works Improvements.
- B. Where reference is made to the "Standard Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- C. Where reference is made to the "State Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

##### **1.3 DEFINITIONS**

- A. Clearing:
  - 1. Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.
- B. Grubbing:
  - 1. Grubbing shall consist of the removal and disposal of stumps, roots larger than 3 inches in diameter, and matted roots from the designated grubbing areas.

##### **1.4 SUBMITTALS**

- A. The following shall be submitted:
  - 1. Written permission to dispose of such products on private property shall be filed with the Municipality's Construction Representative.
  - 2. Submit documentation from the disposal facility to verify that it is licensed to accept the material.

#### **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 CLEARING**

- A. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing.
- B. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1½ inches or more in diameter and shall be trimmed of all branches below the heights indicated or directed.
  - 1. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches.
  - 2. Cuts more than 1½ inches in diameter shall be painted with an approved tree-wound paint.
  - 3. Trees and vegetation to be left standing shall be protected from damage incidental to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.
- C. Clearing shall also include the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work.
- D. Disposal of Elm and Ash trees, roots, or branches shall be in accordance with local and state regulations.

### **3.2 GRUBBING**

- A. Remove material to be grubbed, together with logs and other organic or metallic debris not suitable for roadway construction in accordance with Section 201.3 of the State Specifications, except the minimum depths for removal shall be as follows:
  - 1. In cut areas, 18 inches below final subgrade.
  - 2. In embankments areas, 18 inches below the existing grade.
- B. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to the proposed surface of the ground.
- C. Burning or burying as a means of disposal is prohibited.

### **3.3 TREE REMOVAL**

- A. Where indicated or directed, individual trees and stumps that are designated shall be removed from areas outside those areas designated for clearing and grubbing.
- B. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING.
- C. Dispose of materials as specified in paragraph CLEAN UP.

### **3.4 TOPSOIL**

- A. Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.

1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping.
2. Stockpile topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water.

### **3.5 CLEAN UP**

- A. Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, shall be disposed of outside the limits of the project at the Contractor's responsibility, except when otherwise approved in writing
- B. All waste and debris shall be disposed of in compliance with state and local regulations within five days of being cut or removed.
- C. Disposal of Elm trees shall be in accordance with local regulations.
- D. Submit the location of any disposal facility located outside the limits of the project to the Owner's Construction Representative prior to removal from the project site.
- E. Submit documentation from the disposal facility to verify that it is licensed to accept the material.
- F. No material shall be removed from the project site without prior approval from the Owner's Construction Representative.
- G. Burning or burying as a means of disposal is prohibited.

END OF SECTION

## SECTION 31 13 16

### TREE PROTECTION

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. These specifications include the protection and trimming of existing trees that interfere with, or are affected by execution of the Work, whether temporary or permanent construction related sections.

##### 1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section:
  - 1. Section 02 20 00 – General Sitework Requirements
  - 2. Section 31 10 00 – Site Clearing
  - 3. Section 31 22 00 – Site Preparation and Earthwork
  - 4. Section 31 25 00 – Erosion Control

##### 1.3 DEFINITIONS

- A. Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the area encompassing 1.5 times the tree caliper at 4.5 feet above the ground or the perimeter drip line unless otherwise indicated by arborist.

##### 1.4 REFERENCE STANDARDS

- A. *American Standards for Nursery Stock, ANSI Z60.1*, current edition. American Association of Nurserymen, Inc.
- B. *Standardized Plant Names, Second Edition (1942)*. American Joint Committee on Horticulture Nomenclature, Horace McFarland Company, Harrisburg, PA.
- C. *American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance-Standard Practices, ANSI A300*, current edition.

##### 1.5 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project site to comply with requirements and to identify boundary of tree protection fencing.
- B. All plants shall be guaranteed to be in healthy and flourishing condition for one full year after installation and acceptance by the Owner.
- C. Plants not thriving shall be replaced at no cost to the Owner. The Contractor may suggest substitutions for replacement plants.
- C. Replacement plants shall be guaranteed for one year after installation.
- D. At any time during the guarantee period, the Contractor shall remove or replace, without cost to the Owner and within a specified planting period, all plants not in a healthy and flourish conditions as determined by the Owner.



## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Temporary Fencing: Install temporary fencing around tree protection zones to protect trees identified on plan that have been indicated as existing trees to remain. Temporary fencing shall be installed around dripline as much as possible. Maintain temporary fence and remove when construction is complete.
- B. Protect the root systems of existing trees to remain from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Do not store construction materials, debris, or excavated material inside protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems. Do not allow fill on trees roots inside the tree protection zone. Note: As little as 2 inches can have deleterious long-term effects on tree health. If fill or grade changes must occur, a serious look at whether or not the tree should be left must occur.
- D. Maintain tree protection zones free of weeds and trash.
- E. Do not allow fires within tree protection zone.

### **3.2 EXCAVATION**

- A. Install shoring or other protective support systems to minimize sloping or benching of excavations.
- B. Do not excavate within tree protection zones unless necessary to install stormwater management facilities. If excavation is required, temporary fencing shall be adjusted to the furthest extent of grading away from the trunk.
- C. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Cut roots in the area to be excavated with a saw to ensure a clean cut. Torn or ripped roots must be trimmed.
- D. Redirect roots in backfill areas where possible. Note: If encountering large, main lateral roots, an assessment of future tree stability must be made. Expose roots beyond excavation limits as required to bed and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction.
- E. Do not allow exposed roots to dry out before placing permanent backfill. Provide a temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- F. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling auger boring, pipe jacking, or digging by hand.

- G. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments, do not break or chop.

### **3.3 REGRADING**

- A. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away beyond tree protection zones. Maintain existing grades within tree protection zones.
- B. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- C. Minor Fill: Where existing grade is 1 inch or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

### **3.4 DISPOSAL OF WASTE MATERIALS**

- A. Burning is not permitted.
- B. Disposal: Remove excess excavated material and displaced trees from Owner's property.

END OF SECTION

## SECTION 31 22 00

### SITE PREPARATION AND EARTHWORK

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

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

##### 1.2 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).

##### 1.3 SUBMITTALS

- A. Submit compaction test reports.

#### PART 2 - PRODUCTS

##### 2.1 MATERIALS

- A. Common Fill: On-site or off-site natural soil free from organic matter, debris, vegetation, stones larger than 6 inches 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.

Site Preparation and Earthwork

- 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

### 3.1 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.

### **3.2 CLEARING**

- A. Clear area within the clearing limits shown on the Drawings. If no clearing limits are shown, clear 5 feet outside of the grading limits, but not beyond project property boundaries.

### **3.3 GRUBBING**

- A. Remove all sub-surface sticks and root systems to the minimum depths indicated:
  - 1. Beneath paved roads, parking areas and walks: 12 inches.
  - 2. Beneath biofiltration basins and swales: To required sub-grade excavation depth.
  - 3. Beneath turf: 12 inches.
  - 4. In fill areas: 12 inches.

### **3.4 TOPSOIL EXCAVATION**

- A. Cut heavy growths of grass from areas to be stripped.
- B. Strip topsoil from all areas to be excavated, regraded or landscaped to a depth that prevents the intermingling of the topsoil with the subsoil.
- C. Topsoil is defined as surficial soil containing organic matter that sustains plant life.
- D. Stockpile the stripped topsoil at Festge County Park for reuse. Coordinate the stockpile location with the Owner.
- E. Provide 8-inch silt sock perimeter erosion protection for all stockpiled topsoil.

### **3.5 PAVEMENT REMOVAL**

- A. Remove existing pavement per plan and dispose of off-site.
- 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.

### **3.6 LINES AND GRADE**

- A. Biofiltration Basins:
  - 1. Construct the finish subgrade to the line, grade, and cross section as shown on the Drawings.
  - 2. The Contractor is responsible for verifying the finish grade elevations with a level for all storm water facilities and verifying with Engineer prior to backfilling.

B. Site Grading:

1. Construct the finish subgrade to accommodate placement of specified fill materials to finished contours shown on the Drawings.
2. The Contractor is responsible for verifying all finish grade elevations have been met.

**3.7 GRADING AND SUBGRADE PREPARATION**

- A. Cut and fill to the required grades and cross section and contours.
- B. Scarify surface of cut areas and compact to the degree required for subsequent backfill.
- C. Place fill material in continuous layers not exceeding 8" compacted thickness.
- D. Maintain surface drainage during construction.
- E. Remove excess material from site. Excess material will be spread and stabilized at a location in Festge Park coordinated with Owner.

**3.8 COMPACTION**

- A. Adjust moisture content of fill material to accomplish the required degree of compaction.
- B. Use a sheepsfoot roller for cohesive soils and a smooth drum vibratory roller for granular soils.
- C. Compact to the percent of maximum dry density as listed below in accordance with ASTM D1557.

Compaction Requirements		
Area	Cohesive Soils	Granular Soils
Beneath Turf	85%	85%
Beneath Walks & Curbs	90%	95%
Beneath Paving	90%	95%
Building Pad Area	90%	95%
Storm Water/Treatment Pond Berms	90%	95%

**3.9 PROOF-ROLLING**

- A. Proof-roll the finished pavement subgrade in the presence of the Engineer. Provide 24-hour notice to the Engineer as to when the proof-rolling will be performed.
- B. Prior to proof-rolling, the entire roadway subgrade shall have a relatively smooth surface, suitable for observing soil reaction during proof rolling.

- C. Soft areas, yielding areas, cracked areas, or areas where rolling or wave action is observed shall be considered indicative of unsatisfactory subgrade. Such areas shall be undercut, replaced with suitable fill material, and re-compacted.
- D. Once the subgrade has been proof rolled and approved, protect the soils from becoming saturated, frozen, or adversely affected.

### **3.10 SUBGRADE STABILIZATION**

- A. If ordered by the Engineer or if indicated in the Contract Documents, subgrade material that cannot be adequately compacted shall be removed and replaced with breaker run material and/or geotextile.
- B. The depth of the undercut, breaker run size, and/or geotextile requirement will be at the discretion of the Engineer.
- C. Unless otherwise indicated within the contract documents, subgrade stabilization with breaker run material will be paid for by the in-place cubic yard including excavation, furnishing and placement of breaker run material, and disposal of undercut material or as approved by Owner.

### **3.11 GEOTEXTILE PLACEMENT**

- 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. 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 heavy equipment 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.
- B. Top Surface of General Grading: Plus or minus 0.1 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. For general grading, perform one test per 9,000 square yards or part thereof of fill placed per lift. In addition, perform one test per building lot where fill is placed. For streets perform one test per 1,000 square yards or part thereof of fill placed per lift. Engineer or Owner's Representative will direct location of tests.
- D. Additional tests may be required if compaction requirements are not being met. The cost of these additional tests are the responsibility of the Contractor.
- E. 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 removed plant and woody materials off site.
- B. Burning at the site will not be permitted.
- C. Dispose of excess soil materials or unsuitable material on-site as approved by Owner.

END OF SECTION



## SECTION 31 23 16.13

### TRENCHING

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Excavation of trenches, pipe bedding, backfilling, and compaction for storm sewer, culverts, and water service.

##### 1.2 RELATED SECTIONS

- A. Section 02 20 00 – General Sitework Requirements
- B. Section 31 22 00 – Site Preparation and Earthwork

##### 1.3 REFERENCES

- A. ASTM C33-586 Specification for Concrete Aggregate
- B. ASTM C136-84a Method for Sieve Analysis of Fine and Coarse Aggregate
- C. ASTM D698-78 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8 mm) Drop
- D. ASTM D1557-78 Test Methods for Moisture-Density Relations of Soil-Aggregate Mixtures Using 10-lb. (4.54- kg) Rammer and 18-in. (457-mm) Drop
- E. ASTM D2487-85 Classification of Soils for Engineering Purposes
- F. ASTM D2922-81 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- G. ASTM D3017-78 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
- H. Where reference is made to the “Construction Standards”, it shall be construed to mean the Municipality’s Construction Standards, except the method of measurement and basis of payment shall not apply.
- I. Where reference is made to the “Standard Specifications”, it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- J. Where reference is made to the “State Specifications”, it shall be construed to mean the pertinent section of the Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

## 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 00 00.
- B. Field Testing Reports:
  - 1. Density and Moisture Tests: Submit within 14 days of test date.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Conform to requirements of Standard Specifications:
  - 1. Where conflicts between this specification, the Standard Specifications, and the Construction Standards exist, the most stringent requirements shall apply.

### 2.2 BEDDING AND COVER MATERIALS

- A. Water Mains:
  - 1. Bedding and cover material shall conform to the Construction Standards and Standard Specifications.

### 2.3 BASE MATERIAL

- A. Crushed Stone: Hard, durable particles of crushed stone or gravel substantially free from shale or lumps of clay or loam. When crushed stone base is required under sewer, water main, or structures, gradation shall meet the requirements of Type 1. When crushed stone for trench bottom stabilization is required to affect soil stability or drainage, it shall meet the gradation requirements of Type 2.

#### Type 1: 1½-Inch Crushed Stone

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 Inch	100
1½ Inch	90-100
1 Inch	20-55
¾ Inch	0-15
½ Inch	0-5

#### Type 2: 2-Inch Crushed Stone

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2½ Inch	100
2 Inch	90-100
1½ Inch	35-70
1 Inch	0-15
½ Inch	0-5

Trenching

## 2.4 BACKFILL

- A. Granular Backfill: Durable particles ranging from fine to coarse in a substantially uniform combination. Sufficient fine material shall be present to fill all the voids of the coarse material. Some fine clay or loam particles are desirable, but clay or loam lumps shall not be present. Conform to the following gradation:

### Granular Backfill

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3 Inch	100
2 Inch	95-100
No. 4	35-60
Finer than No. 200	5-15

- B. Excavated Material: Natural soils classified in ASTM D2487 as Gravels (GW, GP, GM and GC), Sands (SW, SP, SM and SC), and Silts and Clays (ML and CL). Silts and Clays classified as OL, MH, CH, OH, and PT are not acceptable unless specifically allowed by Engineer. Soil material shall be free from vegetable or other organic matter, trash, debris, stones larger than three inches and frozen material.
- C. Use of excavated material for backfill of public utilities shall be subject to approval of the Municipality's Construction Representative and Municipality's Geotechnical Consultant prior to its use.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Conform to requirements of Standard Specifications.
1. Where conflicts between this specification, the Standard Specifications, and the Construction Standards exist, the most stringent requirements shall apply.

### 3.2 EXAMINATION

- A. Verify fill materials to be used are acceptable.

### 3.3 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Maintain and protect existing utilities remaining, which pass through work area.
- C. Protect plant life, lawns, and other features remaining as a portion of the final landscaping.
- D. Protect bench marks, existing structures, shore protection structures and base materials, sidewalks, paving and curbs from excavation equipment and vehicular traffic.
- E. Protect above and below grade utilities which are to remain.
- F. Strip topsoil and stockpile on-site for re-use.

Trenching

- G. When excavating across or within existing pavement, saw cut in neat straight lines.

### **3.4 DEWATERING**

- A. Do not allow water to accumulate in the trench.
- B. Provide all dewatering equipment needed to accomplish the Work. Unless indicated otherwise, no additional compensation will be made for dewatering.
- C. No additional compensation will be made for crushed stone used for trench drainage.
- D. Dispose of water in a suitable manner without damage to property.
- E. Install, operate and abandon dewatering equipment in accordance with applicable state and local codes.
- F. Contact the Wisconsin DNR for a permit if the quantity of water to be pumped from dewatering equipment is in excess of 70 GPM.

Wisconsin Department of Natural Resources  
Private Water Supply Section  
P.O. Box 7921  
Madison, WI 53707-7921

### **3.5 EXCAVATION**

- A. Excavate subsoil to required depth and grade.
- B. Cut trenches sufficiently wide to enable installation of the utilities and allow inspection. Normal trench width below the top of the pipe shall be the nominal pipe diameter plus 24 inches. Do not undercut trench walls.
- C. Trench walls above the top of the pipe shall be as dictated by soil type and safety requirements. Provide shoring and bracing as required to maintain safe working conditions.
- D. Stockpile excavated material in area designated on-site.

### **3.6 BEDDING**

- A. Place bedding in trench before installing pipe.
- B. Support pipe during placement and compaction of bedding.
- C. Provide a minimum of 4 inches of bedding material under the pipe barrel and under the bell.
- D. Lightly consolidate the material so that it fills and supports the haunch area and encases the pipe to the limits shown on the Drawings.
- E. If excavation is carried deeper than six inches below the pipe barrel, backfill the excess depth with 1½-inch crushed stone meeting the requirements of paragraph 2.3, A. of this section.
- F. After the pipe has been laid and jointed, place bedding materials by hand or equally careful means around the sides of the pipe and up to a level 12 inches above the pipe. Lightly consolidate the material.

### **3.7 BACKFILLING**

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Do not backfill over wet, frozen, or spongy subgrade surfaces.
- C. Granular Backfill: Place and compact materials in continuous layers not exceeding 12 inches compacted depth.
- D. Natural Soil Backfill: Place and compact material in continuous layers not exceeding 8 inches compacted depth.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Utilize surplus backfill materials on project or remove surplus backfill material from site.
- G. Leave fill material stockpile areas completely free of excess fill materials.
- H. At all manholes, 3/4-inch crusher run stone shall be installed from the top of the cone to the top of the casting.

### **3.8 TOLERANCES**

- A. Top Surface of Backfilling: Under Paved Areas
- B. Plus or minus ( $\pm$ ) .05 feet from required elevations
- C. Top Surface of General Backfilling: Plus or minus ( $\pm$ ) 0.2 feet from required elevations

### **3.9 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01 00 00 by either the Owner's testing agency.
- B. Density/moisture relationship will be determined in accordance with ASTM D1557 (Modified Proctor).
- C. Compaction testing will be performed by Owner's testing agency and will be in accordance with ASTM D2922 and ASTM D3017.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace, and retest at no cost to the Owner. Additional testing of the removed and replaced work will be at the expense of the Contractor.
- E. Frequency of Tests:
  - 1. For trenches under paved areas - one test per 100 linear feet of trench.
  - 2. For trenches under unpaved areas - one test per 250 linear feet of trench.

### **3.10 COMPACTION SCHEDULE**

- A. For paved areas compact to at least 95% of optimum density in accordance with ASTM D1557.

B. For unpaved areas compact to at least 92% of optimum density in accordance with ASTM D1557.

END OF SECTION

Trenching

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**SECTION 31 25 00**  
**EROSION CONTROL**

**PART 1 - GENERAL**

**1.1 SUMMARY**

A. Related sections:

1. Section 31 22 00 - Site Preparation and Earthwork
2. Section 31 32 00 - Soil Stabilization
3. Section 32 92 19 - Seeding and Sodding

**1.2 REFERENCE STANDARDS**

- A. Where reference is made to the "Construction Standards", it shall be construed to mean the Municipality's Construction Standards, except the method of measurement and basis of payment shall not apply.
- B. Where reference is made to the "Standard Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- C. Where reference is made to the "State Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

**1.3 SUBMITTALS**

- A. Provide a detailed Erosion Control and Sequencing Plan for approval by the Owner's Construction Representative, if differing from the approved sequencing and erosion control plans issued as part of the Contract Documents.
- B. Provide manufacturer's data and WisDOT Product Acceptability List verification for silt fence, temporary ditch checks and erosion mat for review and approval by Owner's Construction Representative prior to procurement.
- C. Identify seed supplier and provide seed source, purity and germination specifications, for all seed mixes specified for installation in this section, to Owner's Construction Representative for approval prior to procurement.
- D. Provide manufacturer's data for fertilizer for review and approval by Owner's Construction Representative prior to procurement.

**1.4 QUALITY ASSURANCE**

- A. Contractor shall ensure that the General Provisions and Special Conditions of the following permits issued for the project shall be complied with at all times:
  1. Municipal Stormwater Management and Erosion Control Permit.

2. WDNR General Permit to discharge under the Wisconsin Pollutant Discharge Elimination System, for land disturbing construction activities.
- B. Inspect erosion control materials and supplies after delivery to verify that no damage has occurred.
  - C. The status of erosion control measures will be an item of discussion in every weekly construction meeting. All corrective actions required during construction meetings shall be accomplished within three working days of the meeting date.
  - D. Contractor shall provide weekly written reports on the erosion control system for the previous week to the Owner's Construction Representative for the duration of construction in a format approved by the Engineer. These reports shall be provided at each weekly construction meeting and shall be reported to the Municipality's erosion control reporting representative (electronic PDF preferred). The weekly erosion control report shall describe:
    1. The extent of erosion control system installed.
    2. The condition of erosion control measures for that week, based on field observations.
    3. Any accidental release of sediment.
    4. A summary of daily rainfall/snowmelt data for the week.
    5. Any specific corrective action taken.
    6. Corrective action that needs to be taken.
    7. The person that conducted the observations shall sign the report.

## **1.5 WARRANTY**

- A. Work conducted under this section shall be subject to the one-year warranty provisions described in the General Conditions of contract.

## **1.6 SEQUENCING AND SCHEDULING**

- A. The sequencing of project construction activities will be generally as described in the plans and Contract Documents. The specific sequence for construction within a particular area shall be agreed upon with Owner's Construction Representative prior to construction within that area.
- B. All erosion control measures shall be completely installed for each construction area and approved by Owner's Construction Representative before any other construction activity takes place.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Silt Fence:
  1. Silt fence shall be as specified in the WDNR Construction Site Erosion & Sediment Control Technical Standard 1056.
- B. Erosion Mat - Class I - Type B and Class II Type B:
  1. Erosion control mat shall be to the requirements of WDNR Construction Site Erosion & Sediment Control Technical Standard 1052.



2. WisDOT Erosion Mat Class 1 Type B erosion mat meeting the requirements of Section 628.2.2 of the State Specifications shall be used for all seeded areas within the public right-of-way unless noted otherwise on the plans.
- C. Seeding Temporary:
1. Temporary seed shall be 100% Annual Ryegrass, with purity and germination requirements as specified in Section 630.2.1.5.1.2 of the State Specifications or as indicated in the WDNR Construction Site Erosion & Sediment Control Technical Standard 1059. Temporary seeding will be incidental to the grading items in the contract.
- D. Mulch:
1. Mulch proposed for use shall be clean straw, with no weed material or seeds, and shall be approval Engineer before use.
  2. Mulch shall meet the standards set forth within the WDNR Construction Site Erosion & Sediment Control Technical Standard 1058.
- E. Tracking Pads:
1. Stone for use in temporary access pads shall range in size from 3 inches to 6 inches in diameter.
  2. Pad shall be a minimum of 50 feet long.
  3. Pad shall meet the requirements of WDNR Construction Site Erosion & Sediment Control Technical Standard 1057.
- F. Fertilizer - Type A:
1. Fertilizer shall be as specified in Section 629.2.1.2 of the State Specifications for Fertilizer, Type A.
- G. Riprap:
1. Provide riprap as specified in Section 606.2.1 of the State Specifications for the size and type indicated on the construction drawings or bid form. If the size is not specified, medium riprap shall be used.
- H. Temporary Ditch Checks:
1. Provide temporary ditch checks of material found on WisDOT's PAL list.
  2. Submit a written copy of the proposed material and manufacturer's specification for installing the product on slopes channels, and next to live traffic lanes as applicable to the project to the Owner's Construction Representative for approval prior to installation.
  3. Erosion Bales shall not be used on this project as a sole means of perimeter erosion control. Erosion bales may be used to reinforce or support other primary means of perimeter erosion control, like silt fence..
- I. Inlet Protection - Type D:
1. Use a Type FF geotextile fabric conforming to Section 645.2.2.1 of the State Specifications, except use a woven polypropylene fabric. Furnish Type FF geotextiles, or bags manufactured from Type FF geotextiles, from the WisDOT's PAL list.

J. Rock Check Dams:

1. Provide rock check dams in accordance with the standard detail drawings at locations identified in the plans and as directed by the Owner's Construction Representative.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. Establish all heights and grades to properly execute work from benchmark established by others.
- B. Contractor shall provide all surveys to accurately locate the construction on the site.
- C. Provide temporary erosion control measures in accordance with the Contractor's approved erosion control and sequencing plan. These measures may include temporary sedimentation basins, diversion berms and swales and other measures constructed in accordance with the WDNR Technical Standards.

### **3.2 EROSION CONTROL STRUCTURES**

- A. Runoff diversion berms shall be constructed of clean topsoil, 2 feet high, with 3H:1V side slopes, and seeded and mulched immediately after installation.
- B. Silt fence shall be placed according to the WDNR Construction Site Erosion & Sediment Control Technical Standard 1056.

### **3.3 SEEDING TEMPORARY AND MULCHING**

- A. Temporary seeding shall be conducted as described in Section 630.3.3 of the State Specification, with sowing using either Method A or Method B. Temporary seeding areas shall receive fertilizer at the rate of 10 lbs./1,000 sq. ft.
- B. Temporary seed shall receive mulch at the rate of 2,500 lbs./acre, and shall be crimped into the soil using WisDOT Procedure specified in Section 627.3.2.3 of the State Specifications.
- C. Disturbed areas within the construction site shall be graded, prepared for seeding, and seeded to conform to the following requirement for the maximum duration of bare-ground conditions:
  1. Areas within 100 feet of and draining directly to wetlands or watercourses, with slopes less than 5%: seven days
  2. Areas within 100 feet of and draining directly to wetlands or water courses, with slopes between 5% and 25%: three days
  3. Areas in the interior of the site that do not drain directly to wetlands and water courses: 30 days.

### **3.4 EROSION MAT CLASS I TYPE B and CLASS II TYPE B**

- A. Erosion control mat shall be applied according to WDNR Technical Standards 1052 or 1053 as applicable and manufacturer's requirements.

### **3.5 TRACKING PAD**

- A. Install tracking pads at the locations as shown in the plans or as directed by the Owner's Construction Representative.
- B. Tracking Pads shall be installed and maintained in accordance with Section 628.3.16 of the State Specification.
- C. Tracking Pads shall be maintained throughout construction and removed once construction is completed or the adjacent work area is stabilized.

### **3.6 FERTILIZER TYPE A**

- A. Fertilizer applied to temporary seeding areas shall be applied as specified in Section 629.2.1.2 of the State Specification at locations where temporary seeding is required.

### **3.7 RIPRAP**

- A. Place riprap of the specified size at locations as shown in the construction drawings.
- B. Place riprap in accordance with Section 606.3 of the State Specifications.
- C. Riprap at outfall locations shall be placed immediately after or concurrent with the placement of the apron endwall. Riprap at the outfalls is intended to be left in place as a permanent erosion control measure.

### **3.8 TEMPORARY DITCH CHECKS**

- A. Place and maintain temporary ditch checks at the locations shown on the construction drawing and as directed by the Owner's Construction Representative
- B. Place and maintain temporary ditch checks in accordance the manufacturer's instructions and Section 628.3.14 of the State Specifications, except erosion bales are not to be used as temporary ditch checks on this project.
- C. Remove ditch checks after the slope ditches are stabilized in accordance with Section 628.3.14 of the State Specifications.

### **3.9 INLET PROTECTION TYPE D**

- A. Furnish install and maintain inlet protection in accordance with Section 628.3.13 of the State Specifications.
- B. Inlet protection shall be maintained throughout construction, and removed once the area adjacent to the inlet has been stabilized and as directed by the Owner's Construction Representative.

### **3.10 MAINTENANCE AND CLEANUP**

- A. The erosion control system shall be maintained throughout the duration of the construction project, in accordance with the procedures identified in Section 628.3.4.2 of the State Specifications.

- B. The erosion control system shall be inspected immediately after each rainfall of more than 0.5 inch, and daily during prolonged rainfall. All inspections shall be reported to the Owner's Construction Representative in the weekly erosion control system report.
- C. Accumulated sediment within the erosion control system shall be removed before one-half of the storage capacity of the erosion control measure is used, or as specified by the Owner's Construction Representative.
- D. Accumulated sediment in riprap shall be removed as directed by the Owner's Construction Representative during the project, and as a final condition of acceptance if deficiencies are noted at final walk through.

### **3.11 ROCK CHECK DAMS**

- A. Place and maintain rock check dams at the locations shown on the construction drawing and as directed by the Owner's Construction Representative
- B. Remove sediment deposits when the build-up reaches approximately one-third of the height of the rock check dam, and as directed by the Owner's Construction Representative. Contractor may also remove and replace the stone check with sediment and replace with new stone at their discretion. Each location will be paid for initial placement only maintenance is incidental to this item.
- C. Remove rock check dams after the slopes and ditches are stable and turf develops enough to make future erosion unlikely. The Owner's Construction Representative will determine when the contractor meets this criteria.

END OF SECTION

**SECTION 31 32 00**  
**SOIL STABILIZATION**

**PART 1 - GENERAL**

**1.1 SUMMAR**

- A. Section includes:
  - 1. Geotextile fabric and geogrid for stabilization of subgrade.
- B. Related requirements:
  - 1. Section 31 22 00 - Site Preparation and Earthwork

**1.2 REFERENCES**

- A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by the basic designation only.
- B. Where reference is made to the "State Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

**1.3 SUBMITTALS**

- A. Submit manufacturer's specifications for geotextile fabric and geotextile grid.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Provide products from one of the following manufacturers as specified in the Materials paragraph below:
  - 1. TenCate Geosynthetics North America (Mirafi), Pendergrass, GA - (706) 693-2226, [www.tencate.com](http://www.tencate.com)
  - 2. Hanes Geo Components (WEBTEC), Winston Salem, NC - (336) 747-1600, [www.hanesgeo.com](http://www.hanesgeo.com)
  - 3. Tensar International Corp., Atlanta, GA - (888) 828-5126, [www.tensarcorp.com](http://www.tensarcorp.com)
  - 4. Thrace-LINQ Inc., Summerville, SC - (843) 873-5800, [www.thracelinq.com](http://www.thracelinq.com)
  - 5. DuPont (Tygar), Summerville, SC - (843) 832-6860, [www.tygargeo.com](http://www.tygargeo.com)
  - 6. Synteen Technical Fabrics, Lancaster, SC - (800) 796-8336, [www.synteen.com](http://www.synteen.com)

**2.2 MATERIALS**

- A. Aggregate:
  - 1. Coarse Aggregate: Crushed carbonate, crushed gravel, crushed air-cooled slag, granulated slag, a mixture of crushed and granulated slag, or other types of suitable material

meeting the gradation requirements of Section 305 of "State of Wisconsin Standard Specifications for Highway and Structure Construction", latest edition.

2. Fine Aggregate: Sand - Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter meeting the gradation requirements of Section 305 of "State of Wisconsin Standard Specifications for Highway and Structure Construction", latest edition.
3. Subsoil: Existing to be re-used.

## **2.3 ACCESSORIES**

A. Geotextile Fabric for Stabilization - provide one of the following:

1. Mirafi HP 370 or HP 570, by TenCate
2. SF40 or SF65, by DuPont
3. GTF-200 or 300, by Thrace-LINQ
4. TerraTex HD, by Hanes

B. Geogrid for Stabilization - provide one of the following:

1. Biaxial Geogrid Type 1 (formerly BX 1100), by Tensar
2. Biaxial Geogrid Type 2 (formerly BX 1200), by Tensar
3. Mirafi BXG 11, by TenCate
4. Mirafi BXG 12, by TenCate
5. SF 11, by Synteen
6. SF 12, by Synteen

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Start stabilization only when weather and soil conditions are favorable for successful application of proposed material.
- B. Proof-roll subgrade to identify areas in need of stabilization.

### **3.2 EQUIPMENT**

- A. Perform operations using suitable, well maintained equipment capable of excavating subsoil, mixing and placing materials, wetting, consolidating, and compacting of material.

### **3.3 EXCAVATION**

- A. Excavate subsoil to depth sufficient to accommodate soil stabilization.
- B. Remove lumped subsoil, boulders, and rock that interfere with achieving uniform subsoil conditions.
- C. Notify Owner's Construction Representative in writing of unexpected subsurface conditions. Discontinue affected work in area until notified to resume work.
- D. Remove excess excavated material from site.

### **3.4 GEOTEXTILE FABRIC AND/OR GEOGRID**

- A. Place geotextile fabric and/or geogrid over subsoil surface, lap edges and ends in accordance with manufacturer's recommendations in those areas that are shown on Construction Drawings or in those areas that need additional stabilization prior to placement of base course. Place geotextile fabric and/or geogrid in accordance with manufacturer's recommendations.

### **3.5 FIELD QUALITY CONTROL**

- A. Field quality control shall be the responsibility of the Contractor in accordance. Except for specified mandatory testing, field quality control testing and inspection shall be at the discretion of the Contractor as necessary to assure compliance with Contract requirements. The Owner's Construction Representative specified below shall not be considered a substitute for the Contractor's responsibility to perform similar routine, necessary, and customary testing and inspection of the methods and frequency suitable for the type of work involved.

### **3.6 TESTING**

- A. Field Density: Field in-place density shall be determined as specified in Section 31 22 00.

END OF SECTION

## SECTION 30 05 00

### COMMON WORK RESULTS FOR ALL EXTERIOR WORK

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. This section provides information common to two or more technical site work specification sections or items that are of a general nature, and not included in other sections. This section applies to ALL work included as part of Division 31 and Division 32.
- B. All work on public facilities or on public lands and/or public rights-of-way shall conform to the applicable Municipal Construction Standards.
- C. All work shall be in accordance with applicable manufacturer's instructions.

#### PART 1 - GENERAL

- Scope
- Related Work
- Referenced Organizations
- Referenced Documents
- Substitutions
- Quality Assurance
- Safety
- Permits
- Construction Limits
- Equipment and Materials Furnished by Others
- Provisions for Future Work
- Work by Others
- Submittals
- Off-Site Storage
- Codes
- Certifications and Inspections
- Operating and Maintenance Instructions
- As-Built Drawings

#### PART 2 - MATERIALS

- Barricades, Signs, and Warning Devices
- Temporary Plastic Barrier Fencing

#### PART 3 - EXECUTION

- Maintenance of Site and Building Access/Egress
- Continuity of Existing Traffic/Parking and Traffic Control
- Survey and Staking
- Utility Locates
- Protection and Continuity of Existing Utilities
- Protection of Existing Work and Facilities
- Stormwater/Excavation Water Management
- Project Site Conditions
- Water (Dust Control)
- Site Restoration
- Clean Up



## 1.2 RELATED WORK

- A. Applicable provisions of Division 01 govern work under this Section.
- B. All work included as part of Division 31 and Division 32.

## 1.3 REFERENCED ORGANIZATIONS

- A. Abbreviations of organizations referenced in these specifications are as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
AWS	American Welding Society
FHA	Federal Highway Administration
EPA	Environmental Protection Agency
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
STI	Steel Tank Institute
UL	Underwriters Laboratories Inc.
WDNR	State of Wisconsin Department of Natural Resources
WISDOT	State of Wisconsin Department of Transportation

## 1.4 REFERENCED DOCUMENTS

- A. Where reference is made to the "State Specifications", it shall mean the pertinent sections of the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications.
- B. Where reference is made to the "Standard Specifications", it shall mean pertinent sections of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition.
- C. Method of measurement and basis of payment sections in referenced documents shall not apply.

## 1.5 SUBSTITUTIONS

- A. Substitution of Materials: Refer to the General Conditions and Supplementary Conditions sections.
- B. Where equipment, accessories, or materials are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated in the contract documents, the Contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the intended performance from the system into which these items are placed.

## **1.6 QUALITY ASSURANCE**

- A. Provide materials and products as required by individual specification sections. Refer to the General Conditions and Supplementary Conditions sections regarding substitutions.
- B. Provide quality assurance testing and reporting as required by individual specification sections.

## **1.7 SAFETY**

- A. Contractor is solely responsible for work site safety.
- B. Perform all work in accordance with applicable OSHA, state, and local safety standards.
- C. Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-member utilities and private utilities be located by the appropriate parties.

## **1.8 PERMITS**

- A. Unless otherwise noted in the Contract Documents, Contractor shall be responsible for obtaining and paying for all permits necessary to complete the work.

## **1.9 CONSTRUCTION LIMITS**

- A. Construction Limits are indicated on the drawings. In the absence of such a designation on the drawings, confine work to the minimum area reasonably necessary to undertake the work as determined by the Owner's Construction Representative. In no case shall construction activities extend beyond state property lines or construction easements.
- B. The Contractor shall restore all disturbed areas in accordance with the drawings and specifications. If plans and specifications do not address restoration of specific areas, these areas will be restored to pre-construction conditions as approved by the Owner's Construction Representative.

## **1.10 EQUIPMENT AND MATERIALS FURNISHED BY OTHERS**

- A. None.

## **1.11 PROVISIONS FOR FUTURE WORK**

- A. None.

## **1.12 WORK BY OTHERS**

- A. Coordinate work under this project with work by Owner and other contractors on the site.

## **1.13 SUBMITTALS**

- A. Refer also to the General Conditions and Division 01.
- B. Submit manufacturer's shop drawings, product data, samples, substitutions and Operation and Maintenance (O&M) data for approval as required by individual specification sections.

## **1.14 OFF-SITE STORAGE**

- A. Refer to Division 01.

- B. In general, the payments for materials stored off site will only be considered in instances where there is limited space available for storage on the site. Prior approval by the Owner's Construction Representative, together with the execution of a Storage Agreement, will be required.

### **1.15 CODES**

- A. Comply with the requirements of all applicable local, state, and federal codes.

### **1.16 CERTIFICATIONS AND INSPECTIONS**

- A. Refer to the General Conditions and Supplementary Conditions sections.
- B. Obtain and pay for all required sampling, testing, inspections, and certifications except those expressly listed as provided by the Architect/Engineer (A/E) or other third-party in the Contract Documents. Deliver originals of certificates and documents to the Owner's Construction Representative within three (3) days; provide copies to the A/E. Include copies of the certifications and documents in the O&M Manual.

### **1.17 OPERATING AND MAINTENANCE INSTRUCTIONS**

- A. Refer also to Division 01 - Contract General Requirements.
- B. Assemble material in an operating and maintenance manual composed of three-ring or post binders, using and index at the front of each volume and tabs for each system or type of equipment installed. In addition to the data indicated in the General Requirements, include the following information:
  - 1. Copies of all approved shop drawings
  - 2. Manufacturer's wiring diagrams for electrically powered equipment
  - 3. Records of tests performed to certify compliance with system requirements
  - 4. Certificates of inspection by regulatory agencies
  - 5. Parts lists for manufactured equipment
  - 6. Lubrication instructions, including lists of frequency of lubrication during construction
  - 7. Warranties and/or guarantees
  - 8. Additional information as indicated in the technical specification sections

### **1.18 AS-BUILT DRAWINGS**

- A. A/E will provide the Contractor with a suitable set of Contract Documents on which daily records of changes and deviations from contract shall be recorded.
- B. At completion of the project, the Contractor shall submit the marked-up as-built drawings to the A/E prior to final payment.

## **PART 2 - MATERIALS**

### **2.1 BARRICADES, SIGNS, AND WARNING DEVICES**

- A. Traffic barricades, traffic signs, and warning devices shall meet the requirements of applicable OSHA standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD).

## **2.2 TEMPORARY PLASTIC BARRIER FENCING**

- A. UV stabilized high-density polyethylene barrier fence free of holes tears and other defects. Provide 5-foot tall fence in diamond or rectangular pattern. Fencing shall be a "safety orange" color, unless otherwise noted.
- B. Posts for temporary plastic barrier fencing shall be 5 feet tall, minimum 12-gauge, painted metal posts.

## **PART 3 - EXECUTION**

### **3.1 MAINTENANCE OF SITE AND BUILDING ACCESS/EGRESS**

- A. Unless otherwise shown or directed, maintain existing access and egress to the facility throughout construction. Maintain ANSI A117 compliant access for disabled persons, delivery access, emergency vehicle access, and emergency egress. Do not interrupt access and egress without prior written approval from the Owner's Construction Representative.

### **3.2 CONTINUITY OF EXISTING TRAFFIC/PARKING AND TRAFFIC CONTROL**

- A. Refer also to Division 01 - Contract General Requirements.
- B. Do not interrupt or change existing traffic, delivery, or parking without prior written approval from the Owner's Representative. When interruption is required, coordinate schedule with the Owner agency to minimize disruptions. When working in public right-of-way, obtain all necessary approvals and permits from applicable municipalities, counties, and WisDOT.
- C. When Contractor's activities impede or obstruct traffic flow, Contractor shall provide traffic control devices, signs and flaggers in accordance with other Contract Documents and the current version of the OSHA Standards and the FHA Manual of Uniform Traffic Control Devices (MUTCD), or as shown on the Drawings.
- D. Verify the locations of any water, drainage, gas, sewer, electric, drainage, gas, sewer, electric, telephone, fuel, steam lines or other utilities, and site features which may be encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to avoid disruption of service. Any service connections encountered which are to be removed shall be cut off at the limits of the excavation and capped in accordance with the requirements of permits governing such removals. Any permits required for this work will be obtained by the Owner upon request of the Contractor.
- E. The Contractor shall comply with Wisconsin Statutes 62.15(11) Street Obstructions specifically that doing any work which shall in any manner obstruct the streets or sidewalks shall put up and maintain barriers conforming to the standards for traffic control devices in the manual adopted by the Department of Transportation under s. 84.02 (4) (e) to prevent accidents, and be liable for all damages caused by failure so to do. All contracts shall contain a provision covering this liability, and also a provision making the contractor liable for all damages caused by the negligent digging up of streets, alleys or public grounds, or which may result from the Contractor's carelessness in the prosecution of such work.

### **3.3 SURVEY AND STAKING**

- A. A/E will provide benchmarks and control points for the project as requested by the Contractor if information is available and not already shown on the plans.

- B. Contractor shall be responsible for transferring benchmarks, control points, lines and grades to the project site as necessary to complete work.

### **3.4 UTILITY LOCATES**

- A. Contact Diggers Hotline at 1-800-242-8511 in accordance with statutory requirements. Request that non-member utilities, institution owned utilities, and private utilities be located by the appropriate parties. Coordinate utility locates with the Owner's Construction Representative.
- B. Contractor shall include the costs for **ALL** underground utility locates in their bid. Locates shall include excavation, backfill, survey and pictures of existing utilities within the construction limits. Survey information shall include size, elevation, GPS location, materials and height and width of utility. Locates shall be authorized by the Owner's Construction Representative.

### **3.5 PROTECTION AND CONTINUITY OF EXISTING UTILITIES**

- A. Verify the locations of any water, drainage, gas, storm sewer, sanitary sewer, electric, telephone/communication, fuel, steam lines, chilled water or other utilities and site features which may be encountered in any excavations or other sitework. All lines shall be properly underpinned and supported to avoid disruption of service.
- B. Do not interrupt or change existing utilities without prior written approval from the Owner's Construction Representative, affected utilities and users. Notify all users impacted by outages a minimum of 48 hours in advance of outage. Notification shall be provided in writing and describe the nature and duration of outages and provide the name and number of Contractor's foreman or other contact.
- C. Any service connections encountered that are to be removed shall be cut off at the limits of the excavation and capped in accordance with the requirements of applicable codes and any specifications governing such removals.

### **3.6 PROTECTION OF EXISTING WORK AND FACILITIES**

- A. Verify the locations of, and protect, any signs, paved surfaces, buildings, structures, landscaping, streetlights, utilities, and all other such facilities that may be encountered or interfered with during the progress of the work. Take measures necessary to safeguard all existing work and facilities that are outside the limits of the work or items that are within the construction limits but are intended to remain. Report any damage to existing facilities to the Owner's Construction Representative immediately. Correct all damages at no cost to Owner.
- B. Protect all paved, turf, and landscaped surfaces to remain. Protect all areas outside of the construction limits from the effects of erosion in accordance with the Erosion Control specification section.

### **3.7 STORMWATER/EXCAVATION WATER MANAGEMENT**

- A. Control grading around structures, pitch ground to prevent runoff into excavated areas.
- B. Pits, trenches within building lines and other excavations shall be maintained free of water.
- C. Provide trenching, pumping, other facilities as needed to control stormwater runoff and excavation water.
- D. Notify A/E if springs or running water are encountered in excavation; provide discharge by trenches, drains, pumping to point outside of excavation. Provide information to Owner's

Construction Representative of points and areas that water will be discharged. At the Owner's Construction Representative's option, the Contractor shall drain the spring to the storm sewer system by the use of field tile.

- E. Implement stormwater runoff and drainage control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas during construction.
- F. Establish and maintain an onsite Erosion Control Maintenance Log. The log shall document erosion control installation locations and date of establishment, rainfall event dates and amounts, erosion control failure locations, corrective measures taken and weekly inspection documentation. This log shall be available onsite during the entire construction process and available to the Owner, Owner's representative, governing municipality, and authorized WDNR staff.
- G. Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.

### **3.8 PROJECT SITE CONDITIONS**

- A. Maintain a clean, safe and orderly site.
- B. Provide adequate barricades, guards, warning lights, and other protection required at excavation and hazards created by work.
- C. Control access to the site by only authorized personnel and vehicles.
- D. Maintain site housekeeping to provide for a safe and orderly project site. Collect and dispose of debris as it accumulates.
- E. Provide shoring, bracing, sheet piling, planking and forming required by the work.
- F. Locate and protect overhead and underground utilities, sidewalks, drains, curbs, trees (including roots) shrubs, ground cover, bench marks, monuments, other reference points, adjacent buildings, materials, and property owned by others that are to remain.
- G. Protect items, bearing responsibility for and replacement cost of damage arising from all operations connected with the work. If items are disturbed or destroyed, replace as directed by the Owner's representative.
- H. Fence and/or box in all trees and plant material which are to remain at the drip line before work is started. Do not permit heavy equipment or stockpiles within branch spread. Remove interfering branches without injury to trunks, cover scars with tree paint.
- I. Control grading around structures; pitch ground to prevent water running into excavated areas.
- J. Pits, trenches within building lines, and other excavations shall be maintained free of water.
- K. Provide trenching, pumping, and other facilities required.
- L. Notify Municipality's and Owner's Construction Representatives if springs or running water are encountered in excavation; provide discharge by trenches and drains pumping to point outside of excavation. Provide information to Owner's Project Representative of points and areas that water will be discharged. Control discharge with methods acceptable to WDNR, the Municipality's Project Representative, and Local Municipal Regulations. At the Engineer's option, the Contractor shall drain the spring to the storm sewer system by the use of field tile.

- M. Be responsible for control measures to prevent damage from flooding, erosion, and sedimentation to on-site and off-site areas.
- N. Install and maintain temporary desilting basins, terraces, contour furrows, channel linings, waterways, and other measures as shown on plan and as described in the WDNR WPDES and municipal permits obtained for the project to prevent damage.

### **3.9 WATER (DUST CONTROL)**

- A. Contractor shall apply water to the subgrade as directed by the Owner's Construction Representative for dust control. Water shall be provided by the contractor and placed in accordance with Section 624 of the State Specifications. Water for base compaction shall be incidental to the base aggregate items and will not be paid under this item.

### **3.10 SITE RESTORATION**

- A. Unless otherwise specified or noted on the drawings, fully and completely restore the site to a condition present prior to the work. Restore the surface of all disturbed areas to a like condition of the surface prior to the work. Sawcut and remove all damaged pavements to the nearest existing joints, or with prior permission, to straight and neat lines and repair with like materials to the full depth of the pavement as existed prior to the work.
- B. See applicable Sections for specific restoration requirements.

### **3.11 CLEAN UP**

- A. Level off/shape all waste disposal areas and clean up areas used for the storage of materials or the temporary deposit of excavated earth. Remove all surplus material, tools, and equipment.
- B. Burning is not permitted.
- C. Thoroughly clean all sewers and structures and remove and dispose of all debris and mud.

END OF SECTION

## SECTION 32 11 23

### AGGREGATE BASE COURSE

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes provisions for providing aggregate base course as the foundation for hot-mixed asphalt paving, concrete curb and gutter, and concrete sidewalk.

##### 1.2 RELATED SECTIONS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 - Specification Sections, apply to this Section.
- B. Related Sections - The following sections contain requirements that relate to this Section:
  - 1. Section 02 20 00 – General Sitework Requirements
  - 2. Section 31 22 00 – Site Preparation and Earthwork
  - 3. Section 31 22 00 – Soil Stabilization
  - 4.

##### 1.3 REFERENCES

- A. Where reference is made to the “Construction Specifications”, it shall be construed to mean the pertinent section of the Municipality’s Standard Construction Specifications, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- B. Where reference is made to the “Standard Specifications”, it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- C. Where reference is made to the “State Specifications”, it shall be construed to mean the pertinent section of the WisDOT Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- D. ASTM:
  - 1. ASTM D1557-78: Test Methods for Moisture-Density relation of Soil and Soil-Aggregate Mixtures Using 10 lbs. (4.54-kg) Rammer and 18-in. (457 mm) Drop.
  - 2. ASTM D698: Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbs/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)).
  - 3. ASTM D1557: Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbs/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>)).
  - 4. ASTM D6938: In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).



## **1.4 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections:
  - 1. Submit 50-pound samples of each type of aggregate to testing laboratory for materials not obtained from on-site stockpiles and for blended aggregate.
  - 2. Weight slips of each load showing the net weight of the aggregate.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Provide materials meeting the requirements of the Geotechnical Report and WisDOT Sections 301, 305, and 306 and as shown in the Drawings.
  - 1. Reclaimed or recycled asphalt products will not be an acceptable alternative or equal to 1¼-inch Dense Grade Base material.
- B. Hot-Mix Sand Asphalt Bases: Asphalt Institute Type VI, VII, or VIII Mixes for Hot-Mix Sand Asphalt Bases. Hot-mix base shall be used only under asphaltic concrete surfaces.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Prepare the subgrade in accordance with the Geotechnical Report and Section 31 20 00 - Earthmoving as necessary for undercut.

### **3.2 EQUIPMENT**

- A. Meet requirements of WisDOT Section 301.3.1.

### **3.3 SPREADING AND SHAPING**

- A. Meet requirements of WisDOT Section 305.3.4.
- B. Construct to thickness indicated on Construction Drawings. The minimum base thickness as shown on drawings shall be achieved throughout all pavement areas.
  - 1. Aggregate Base: Apply in lifts or layers not exceeding 8 inches, measured loose.
  - 2. Sand Base: Apply in lifts or layers not exceeding 6 inches, measured loose.
  - 3. Hot-Mix Sand Asphalt Base: Apply in lifts or layers not exceeding 3 inches, measured loose.

### **3.4 COMPACTION**

- A. Meet requirements of WisDOT Section 305.3.2.2, except as modified below.
  - 1. Compact base material to not less than 98% of optimum density as determined by ASTM D698 or 95% of optimum density, as determined by ASTM D1557 unless otherwise indicated on the Drawings.

**3.5 TOLERANCES**

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

**3.6 FIELD QUALITY CONTROL**

- A. Field inspection and testing will be done by the Municipality/County in public right-of-way or the Owner's Construction Representative
- B. Repair or remove and replace unacceptable base course as directed by the Owner's Construction Representative.

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% or more will pass the 2-inch sieve. Also pulverize the existing base and mix with the pulverized asphaltic pavement.
- B. Windrow material as construction operations dictate.
- C. Immediately after milling, relay the material with a paver, or grader.
- D. Match the lines, grades, and cross slopes shown on the drawings. Eliminate localized bumps, depressions, and ruts.
- E. Immediately after relaying, compact the material first with a rubber tired roller or a vibratory pad-foot 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.

F. 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 pad-foot 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

**SECTION 32 12 16**

**ASPHALTIC CONCRETE PAVEMENT**

**PART 1 - GENERAL**

**1.1 APPLICABLE PROVISIONS**

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

**1.2 APPLICABLE PUBLICATIONS**

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

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

**1.3 DESCRIPTION OF WORK**

- A. The work under this section includes all materials, equipment, supervision, and labor necessary to construct a plant-mixed asphaltic concrete pavement on the prepared foundation of base course or existing surface, as indicated on the contract drawings and specified herein.
- B. All work shall conform to the requirements specified in the State of Wisconsin, Department of Transportation, Standard Specifications for the particular class, type and grade of material specified.

**1.4 RELATED WORK ELSEWHERE**

- A. Procurement and Contracting Requirements - Division 00 (All Sections)
- B. Submittals - Division 01
- C. Survey and Layout Data - Division 01
- D. Site Preparation and Earthwork - Division 31
- E. Pulverized and Re-Laid Pavement - Division 32

**1.5 SUBMITTALS**

- A. Contractor shall submit such product literature and catalog cuts of materials to be supplied to relate these materials to the specifications. Information shall be in conformance with requirements of Submittals - Division 01 of these specifications.
- B. Job Mix Formula. Contractor shall submit a Wisconsin Department of Transportation approved Job Mix Formula for the asphaltic mixture to be used to the Engineer prior to paving. If requested, the Contractor shall submit a history of recent testing results.

**1.6 OPERATION/MAINTENANCE MANUALS AND INSTRUCTIONS (NONE)**

Asphaltic Concrete Pavement

## **PART 2 - PRODUCTS AND MATERIALS**

### **2.1 GENERAL**

- A. All materials shall conform to the requirements of the State of Wisconsin, Department of Transportation, Standard Specifications, unless specified otherwise herein or in Special Procedures - Division 01.
- B. Asphaltic concrete pavement shall be Asphaltic Concrete Pavement, Classification LT, unless indicated otherwise in the Bid Schedule or Special Procedures - Division 01.
- C. Asphaltic concrete pavement shall meet the requirements in ASP-6, effective December 2016, for asphalt pavement void reduction per Sec 460.2.1 General. Asphalt pavement shall also meet the densities in ASP-6, Sec 460.3.3.1 Minimum Required Density.

### **2.2 ASPHALTIC MATERIAL**

- A. Asphaltic Concrete Pavement shall be of WisDOT Classification 4 LT 58-28 S with ASP-6 Void Reduction per Sec. 460.2.1 of WisDOT Standard Specifications effective December 2016. The Contractor shall place a compacted 3-inch thick layer of asphaltic surface course throughout the corridor as specified in the contract documents. The asphalt shall be placed in accordance with Asphaltic Concrete Pavement – Division 32.
- B. Items from the State of Wisconsin, Department of Transportation, Standard Specifications excluded from this specification section include:
  - 1. Ride Quality Requirements and Testing (Section 440)
  - 2. PG Asphalt Binder and Tack Coat Sampling and Testing (Sections 455.2.2 and 455.2.3)
  - 3. Safety Edge (Section 450.3.2.11)

## **PART 3 - CONSTRUCTION METHODS**

### **3.1 GENERAL**

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

### **3.2 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.

**3.3 CONSTRUCTION LAYOUT**

- A. The Contractor shall layout the pavement edges based on the existing base course to provide driveways, parking areas, and access paths. 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.

**3.4 PREPARATION**

- A. Weeds shall be removed on areas 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 of any dirt clumps, debris or other foreign or loose material.

**3.5 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

**3.6 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 on projects requiring over 1000 tons of asphaltic mixture. 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.

### **3.7 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.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **4.1 GENERAL**

- A. Asphaltic concrete pavement shall be paid for at the bid price in accordance with one of the following methods, unless indicated otherwise in the Bid Schedule.
- B. All work specified herein shall be considered in each of the measurement and payment method(s) stipulated, unless indicated otherwise in the Bid Schedule.

### **4.2 ASPHALTIC CONCRETE PAVEMENT, 3-INCH**

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

### **4.3 SAWCUTTING**

- A. Sawcutting: Sawcutting is incidental to the work.

### **4.4 CONSTRUCTION LAYOUT AND STAKING**

- A. Construction Layout: Construction layout and staking to provide the elevations, widths and dimensions shown in the contract documents over the prepared base course is incidental to the work.

END OF SECTION



## SECTION 32 91 13.50

### STORMWATER BIO-INFILTRATION

#### PART 1 - GENERAL

##### 1.1 SCOPE

- A. The work under this section shall consist of providing all work, materials, labor, equipment and supervision necessary to construct Stormwater Bio-infiltration Devices. The work under this section does not include providing all work, materials, labor, equipment, and supervision necessary to install plantings for the Stormwater Bio-infiltration Device. Included are the following topics:

##### PART 1 - GENERAL

- Scope
- Related Work
- Reference Standards
- Submittals
- Quality Assurance

##### PART 2 - MATERIALS

- Geotextile Fabric
- Pipe
- Sand
- Compost
- Engineered Soil
- Erosion Mat

##### PART 3 - EXECUTION

- Protection Measures
- Temporary Erosion and Sediment Controls
- Excavation
- Storage Layer
- Underdrain Pipe
- Filter Fabric
- Engineered Soil
- Erosion Mat

##### 1.2 RELATED WORK

- A. Applicable provisions of Division 1 govern work under this Section.
1. Section 31 22 00 – Site Preparation and Earthwork
  2. Section 31 25 00 – Erosion Control
  3. Section 32 05 00 – Common Work Results for All Exterior Improvements

##### 1.3 REFERENCE STANDARDS

- A. WISDOT PAL Wisconsin Erosion Control Product Acceptability List (PAL)
- B. WISDOT SSHSC Standard Specifications for Highway and Structure Construction
- C. WI DNR Standard 1002 – Site Evaluation for Stormwater Infiltration

Stormwater Bio-infiltration

- D. WI DNR Standard 1004 – Bioretention for Infiltration
- E. WI DNR S100 – Specification for Compost

#### **1.4 SUBMITTALS**

- A. Provide product data for the following materials:
  - 1. Geotextile Fabrics
  - 2. Pipe
  - 3. Aggregates
  - 4. Sand
  - 5. Compost
  - 6. Engineered Soil
  - 7. Erosion Mat
- B. Provide product data for engineered soil blend components: Sand and Compost in compliance with WI DNR Standard 1004 – Bioretention for Infiltration for review and approval by DFD Project Representative.

#### **1.5 QUALITY ASSURANCE**

- A. Contractor shall submit, in writing to DFD Project Representative, a certification from compost supplier that any compost used on the project is in compliance with the requirements outlined in WDNR Specification S100.
- B. Contractor shall submit, in writing to DFD Project Representative, a certification from engineered soil supplier that any engineered soil used on the project is in compliance with the requirements outlined in WI DNR Standard 1004 Bioretention for Infiltration.

### **PART 2 - MATERIALS**

#### **2.1 GEOTEXTILE FABRIC**

- A. Pipe Sock:
  - 1. The openings of the geotextile fabric shall be small enough to prevent sand particles from entering the underdrain pipe. The fabric shall meet the requirements of the WisDOT SSSHC Section 612.2.8
- B. Filter Fabric:
  - 1. The fabric shall meet the requirements of the WisDOT SSSHC Section 645.2.4, Geotextile Fabric Type DF, Schedule B.

#### **2.2 PIPE**

- A. Underdrain Pipe:
  - 1. Pipe shall be corrugated HDPE or PVC, Schedule 40.
  - 2. Pipe shall have a minimum diameter of 6-inches.
  - 3. Pipe shall have perforations.
  - 4. The pipe shall be covered with a filter sock if the storage layer is sand. The filter sock shall conform to the material requirement for Geotextile Fabric.

B. Cleanout Pipe:

1. The cleanout pipe shall be rigid, non-perforated PVC covered with a watertight cap.

### **2.3 SAND**

- A. The preferred sand component consists of mostly SiO<sub>2</sub>, but sand consisting of dolomite or calcium carbonate may also be used.
- B. Manufactured sand or stone dust is not allowed.
- C. The sand shall be washed and drained to remove clay and silt particles prior to mixing.
- D. Sand shall meet one of the following gradation requirements:
  1. ASTM C33 (Fine Aggregate Concrete Sand)
  2. WisDOT SSHSC Section 501.2.5.3.4 (Fine Aggregate Sand)

### **2.4 COMPOST**

- A. Compost shall meet the requirements of WI DNR Specification S100 – Compost.

### **2.5 ENGINEERED SOIL**

- A. Engineered Soil shall comply with WI DNR Standard 1004. Engineered Soil shall be a blend of Sand and Compost.
- B. Engineered Soil shall consist of a mixture of 70 to 85% Sand and 15 to 30% Compost. The percentages are based on volume.
- C. Engineered soil mix shall be free of rocks, stumps, roots, brush or other material over 1 inch in diameter. No other materials shall be mixed with the planting soil that may be harmful to plant growth or prove a hindrance to planting or maintenance.
- D. Engineered soil mix shall have a pH between 5.5 and 8.0.
- E. Do not fertilize.
- F. Thoroughly blend engineered soil off-site before delivering to site and installing.
- G. Engineered soil shall be delivered to the site and stored on plastic sheeting.
- H. The moisture content shall be low enough to prevent clumping and compaction during placement.

### **2.6 EROSION MAT**

- A. Erosion Mat shall comply with the PAL for Urban, Class 1, Type B as defined by Standard Specifications for Highway and Structure Construction and the PAL. Erosion mat shall be American Excelsior-Curlax Net-Free.

## **PART 3 - EXECUTION**

### **3.1 PROTECTION MEASURES**

A. Pre-Installation Meeting:

1. Prior to the installation of the Stormwater Bio-infiltration Device, the A/E and the Landscape Architect, the DFD Project Representative, and the Contractor shall conduct a pre-installation meeting.

B. Stabilization:

1. Construction of the Stormwater Bio-infiltration Device shall not begin until after the contributing drainage area has been stabilized with vegetation and/or hardscapes. Construction site runoff from disturbed areas shall not be allowed to enter the Stormwater Bio-infiltration Device.

C. Weather:

1. Construction shall be suspended during periods of rainfall or snowmelt. Construction shall remain suspended if ponded water is present or if residual soil moisture contributes significantly to the potential for soil smearing, clumping, or other forms of compaction.
2. Delays resultant from weather shall not serve as a basis for a Change Order.

D. Compaction Avoidance:

1. Compaction and smearing of the soils beneath the floor and side slopes of the Stormwater Bio-infiltration area, and compaction of the soils used for backfill shall be minimized.
2. During construction, the area dedicated to the Stormwater Bio-infiltration Device shall be cordoned off to prevent access by heavy equipment.
3. Acceptable equipment for constructing the Stormwater Bio-infiltration Device includes excavation hoes, light equipment with turf type tires, marsh equipment, or wide-track loaders.

E. Compaction Remediation:

1. If compaction occurs at the base of the Stormwater Bio-infiltration Device, the soil shall be refractured to a depth of at least 24-inches.
2. If smearing occurs the smeared areas shall be corrected by raking or roto-tilling.
3. Compaction and smearing remediation shall be conducted by the Contractor at no additional costs to the Owner.

### **3.2 TEMPORARY EROSION AND SEDIMENT CONTROLS**

- A. The Contractor shall install temporary erosion and sediment controls prior to beginning construction of the Stormwater Bio-infiltration Device. The temporary erosion and sediment controls shall divert stormwater runoff away from the Stormwater Bio-infiltration Device until it is completed.

### **3.3 EXCAVATION**

- A. Excavation equipment shall work from the sides of the Stormwater Bio-infiltration Device to excavate the area to the depths and dimensions as shown on the Drawings. Excavation

equipment shall have adequate reach so that they do not need to be located within the footprint of the Stormwater Bio-infiltration Device to excavate it.

- B. Any accidental compaction shall be remediated as prescribed above.

### **3.4 STORAGE LAYER**

- A. Place the Storage Layer Aggregate to the depth as indicated in the Drawings.

### **3.5 UNDERDRAIN PIPE**

- A. Install underdrain pipe at the invert elevations indicated in the Drawings. Pipe shall be installed with a minimum slope of 0.005 ft/ft. Pipe joints shall be made in accordance with the manufacturer's recommendation. Standard pipe fittings shall be used.
- B. Install cleanouts where shown. Cleanouts shall be installed with a watertight cap located flush with the surface of the Stormwater Bio-infiltration Device.
- C. Connect pipe to drainage structure as indicated in the Drawings.

### **3.6 FILTER FABRIC**

- A. Install filter fabric around engineered soil extents including sides and bottom to separate from Engineered Soil and Storage Layer as shown in the Construction Drawings, overlapping edges a minimum of 6 inches.

### **3.7 ENGINEERED SOIL**

- A. Verify moisture condition of Engineered Soil is low enough to prevent clumping and compaction during placement. Engineered Soil shall not be placed unless it meets these conditions.
- B. Place Engineered Soil in lifts not to exceed 12 inches in depth until the desired elevation of the Stormwater Bio-infiltration Device is achieved.
- C. Re-examine the surface within 48 to 72 hours following placement of Engineered Soil. Place additional Engineered Soil until desired elevation of the Stormwater Bio-infiltration Device is achieved at no additional costs to the Owner.
- D. Steps may be taken to induce mild settling of the Engineered Soil as needed to prepare a stable planting medium and to stabilize the ponding depth.
- E. Vibrating plate style compactors shall not be used to induce settling.
- F. No equipment travel on or across placed Engineered Soil is permitted.
- G. Install silt fence or other means of erosion control around the perimeter of the engineered soil to protect from siltation or contamination from adjacent landscape or paved surfaces and construction activities. Leave erosion control in place until site landscape establishment and construction is complete.

### **3.8 EROSION MAT**

- A. Install Erosion Mat on top of surface prior to installation of vegetation.

END OF SECTION

Stormwater Bio-infiltration

**SECTION 32 92 19**  
**SEEDING AND SODDING**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Seeding.
- E. Seed Protection.
- F. Mulching.

**1.2 RELATED WORK**

- A. Applicable provisions of Division 1 govern work under this Section.
  - 1. Section 02 20 00 – General Site Work Requirements
  - 2. Section 31 10 00 – Site Clearing
  - 3. Section 31 13 16 – Tree Protection
  - 4. Section 31 22 00 – Site Preparation and Earthwork
  - 5. Section 31 25 00 – Erosion Control

**1.3 DEFINITIONS**

- A. Weeds: Include (for reference refer to the WIDNR Field Guide to Terrestrial Invasive Plants).
- B. Trees: Black Locust, Common Buckthorn, Tree-of-heaven, Princess Tree, Sawtooth Oak.
- C. Shrubs: Eurasian Bush Honeysuckle (*L. x bella*, *maackii*, *morrowii*, *tatarica*), Tararian Maple, Glossy Buckthorn, Japanese Barberry, Multiflora Rose, Russian and Autumn Olive (*Elaegnus* spp.), Scotch Broom, Wineberry.
- D. Vines: Chinese Yam, Japanese Honeysuckle, Japanese Hops, Kudzu, Oriental Bittersweet, Porcelain Berry, Swallow-worts (*Vincetoxicum* spp), Mile-a-minute Vine.
- E. Grasses and Forbs: Bird's-foot Trefoil, Canada Thistle, Celandine, Creeping Bellflower, Crown Vetch, Dame's Rocket, European Marsh Thistle, Garlic Mustard, Giant Hogweed, Hedgeparsely (*Torilis* spp), Hemp Nettle, Hill Mustard, Hound's Tongue, Japanese and Gian Knotweed (*Fallopia* spp.), Poison Hemlock, Purple Loosestrife, Spotted Knapweed, Leafy and Cypress Spurge, White and Yellow Sweet Clover, Tansy, Common and Cut-leaved Teasel, Bull, Musk, and Plumeless Thistle, Wild Chervil, Wild Parsnip, Yellow Star Thistle, Narrow-leaved and Hybrid Cattail, Japanese Stilt Grass, Phragmites, Reed Canary Grass, Tall Manna Grass, Hairly Willow Herb, Helleborine Orchid, Perennial Pepperweed, *Sericea* Lespedeza, Lyme Grass, Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Nutgrass, Poison Oak, Blackberry, Tansy

Seeding and Sodding

Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Perennial Sorrel, and Brome Grass.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis, and manufacturer. Seed in damaged packaging is not acceptable. Store any seed delivered prior to use in a manner safe from damage from heat or any other deleterious weather conditions.
- B. Planting Season: The regular seeding season is considered April 1<sup>st</sup> through June 15<sup>th</sup> and September 1<sup>st</sup> through October 15<sup>th</sup>. If planting outside of regular seeding season, the Contractor is responsible for adequately watering the site to obtain vigorous healthy plant growth.

#### **1.5 REFERENCE SPECIFICATIONS**

- A. Where reference is made to the "Construction Specifications", it shall be construed to mean the pertinent section of the Municipality's Standard Construction Specifications, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- B. Where reference is made to the "Standard Specifications", it shall be construed to mean the pertinent section of the Standard Specifications for Sewer and Water Construction in Wisconsin, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.
- C. Where reference is made to the "State Specifications", it shall be construed to mean the pertinent section of the WisDOT Standard Specifications for Highway and Structure Construction, current edition, and all supplemental and interim supplemental specifications, as they may pertain, except the method of measurement and basis of payment shall not apply.

#### **1.6 GUARANTEE**

- A. Guarantee plant material for a period of 12 to 19 months following the Substantial Completion Date in accordance with the Extended Maintenance/Warranty Chart included in Part 3 hereinafter.
  - 1. A limit of one replacement of each plant shall be required, except for losses or replacements due to failure to comply with requirements.
  - 2. Remove from site any plant that is dead or unsatisfactory to the Owner, or Landscape Architect. Replace plants during normal planting season.

#### **1.7 SUBMITTALS**

- A. Submittals shall be available at all times to the Owner.
- B. Grower/Nursery Information: Submit name, address, phone number and contact person for each Grower/Nursery 30 days prior to plant material selection meeting.
- C. Materials Test Reports: Submit topsoil borrow area test reports to the Owner minimum six (6) weeks prior to delivery to site.
  - 1. Provide location of topsoil area tested.

2. Provide name of independent soil testing laboratory.
3. Provide date of sampling and testing.

D. Product Data:

1. Submit certification tags from sod and seed verifying type and purity to the Owner

E. Closeout Submittals:

1. Submit Meetings and Inspections Log prior to Final Completion of the Project.
2. Certification of Conformance: Provide certificate of satisfactory performance of planting operations signed by the Contractor and Landscape Architect.

## 1.8 MAINTENANCE

- A. The Contractor shall maintain lawn for at least a period of 30 days, or until final acceptance from the Owner. The Contractor is responsible for adequately watering lawn during this 30-day period. Contractor is responsible for establishing healthy vigorous lawn growth. Long-term maintenance is the responsibility of the Owner.

## PART 2 - PRODUCTS

### 2.1 SEED MIXTURE

- A. Grass Seed: All grass seed shall conform to the requirements of Wisconsin State Statutes, Chapter 94 (Seed Law), and the Wisconsin Administrative Code Chapter ATCP 20, regarding noxious weed seed content and labeling. Seed shall not be used later than one (1) year following the test date labeled.
- B. Public Seed Mixture: Use State Specifications Mix 40 in the right-of-way.
- C. Grounds Seed Mixture:
1. Use seed mixtures as specified on Drawings.
  2. If no seed mixture specification indicated on drawings, use the following:
    - a. Use State Specification Mix #10 on turf lawn areas.
    - b. Use State Specification Mix #20 on slope where low maintenance mixes are specified and Mix #70 on slopes where native mixes are specified.
    - c. If a slope mix is not specified, use Mix #20.
- D. Detention Basin Seeding:
1. See drawings for plug plantings or native vegetative mat requirements.
  2. Use State Specification Mix #20 on slopes above 3 feet above OWHM.

### 2.2 SOD

- A. Provide sod species suitable as lawn turf for the region. Sod shall be strongly rooted, weed, disease, pest free, and uniform in thickness.
- B. Sod shall be provided and installed in accordance with the State Specifications.



## **2.3 ACCESSORIES**

- A. Mulching Material:
  - 1. Oat or wheat straw—free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable
  - 2. Where necessary to maintain erosion control, seed shall be applied using Method B, Hydroseeding from the State Specifications.
- B. Fertilizer: Standard commercial packaged or bulk product in granular form conforming to the requirements of Dane County and the Wisconsin Statutes and of the Wisconsin Administrative Code Chapter Agriculture 17.
- C. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

### **3.2 PREPARATION OF SUBSOIL**

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. No seeding shall occur on frozen ground or at temperatures lower than 32°F (0°C).
- C. Remove foreign materials, weeds, and undesirable plants and their roots. Remove any contaminated subsoil. Plants can be removed through application of glyphosate. Follow manufacturer's instructions for proper use.
- D. Scarify subsoil to a depth of 3 inches where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- E. Unsuitable Subsoils: Locations containing unsuitable subsoil shall be treated by one or more of the following:
  - 1. Where unsuitability is deemed by the Owner to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to the Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate drainage. Such remedial measures shall be considered as incidental, without additional cost to the Owner.
  - 2. Where unsuitability is deemed by the Owner to be due to presence of boards, mortar, concrete, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to the Owner.

3. Where unsuitability is deemed by the Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of the Drawings and Specifications, then the Owner shall issue pricing order to install proper remedial measures.

### **3.3 PLACING TOPSOIL**

- A. Spread any needed amendments per soil test and till soil to a depth of 3 to 4 inches. Ideal seed bed will be a combination of soil particles ranging from approximately a quarter inch to a full inch in size.

### **3.4 FERTILIZING**

- A. Apply seed starter fertilizer at the rate specified by the product manufacturer.
- B. Fertilizer must be phosphorus free and meet Dane County requirements.
- C. Apply after smooth raking of topsoil.
- D. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- E. Mix thoroughly into upper 2 inches of topsoil.
- F. Lightly water to aid the dissipation of fertilizer

### **3.5 SEEDING**

- A. Firm up soil with light irrigation—lightly dampen soil before seeding.
- B. Sow seed using either Method A or Method B as defined in Section 630.3.3 of Standard Specifications for Highway Construction.
- C. Protect seeded slopes of 4:1 or greater against erosion with erosion control materials specified on grading and erosion control plan.
- D. Apply seed evenly in two directions at a rate specified by the product manufacturer. Rake in lightly. A cultipacker or similar equipment shall be used to enhance soil/seed contact. Care shall be taken to avoid damage to erosion mat in areas where erosion mat is specified. Do not seed areas in excess of that which can be mulched on the same day.
- E. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- F. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- G. Do not use seed that is wet, moldy, or otherwise damaged in transit or storage.
- H. Sow seed at a rate of 1½ pounds per 1,000 square feet. In addition to lawn seed, annual rye shall be applied to all disturbed areas at a rate of 1½ pounds per 1,000 square feet.
- I. Fertilize per manufacturer's recommendations.

- J. Roll seeded area with 24-inch width roller not exceeding 112 pounds.
- K. Immediately following seeding and compacting, apply mulch to a thickness of 1/8 inches.
- L. Apply water with a fine spray immediately after each area has been mulched keeping the top 1 to 2 inches of soil moist but not soaking. Water adequately to achieve a healthy stand of weed free lawn. Do not let soil dry out.
- M. Apply a second application of seed starter fertilizer at the rate specified by the product manufacturer 3 weeks after seeding.
- N. Begin weekly mowing when first seedlings reach 2 inches. Do not mow right after watering. Raise mowing height to 3 inches after six (6) weeks. Never remove more than 1/3 of the grass blade at a time.
- O. Begin standard fertilization and irrigation programs after eight (8) weeks. Do not apply any weed control products until lawn has been mowed at least four (4) times and a minimum of eight (8) weeks have passed. Follow manufacturer's recommendations for new lawns.

### **3.6 SEED PROTECTION**

- A. Identify seeded areas with stakes and string around area periphery. Set string height to 24 inches.

### **3.7 SODDING**

- A. Cut and lay sod on same day. Only healthy vigorous growing sod shall be laid.
- B. Lay sod across slope and tightly together to result in solid coverage free of gaps.
- C. Roll or firmly but lightly tamp new sod with suitable wooden or metal tamper sufficiently to set or press sod into underlying soil.
- D. All finished sodding shall be smooth and free of lumps and depressions.
- E. After sodding has been completed, clean up and thoroughly water newly-sodded areas.

### **3.8 MAINTENANCE DURING CONSTRUCTION**

- A. Begin maintenance operations immediately after each plant is planted and continue as required until acceptance. Water, mulch, weed, prune, spray, fertilize, cultivate, and otherwise maintain and protect plants. Reset settled plants to proper grade and position, restore planting saucers, and remove dead, diseased, or unhealthy plant material. Tighten and repair stakes and wires. Correct defective work as soon as possible after it becomes apparent and weather and season permit.
- B. Upon completion of the planting operations, clean up landscaped areas to be free of stones, containers, trash, and other waste and debris to leave area in a neat and well-groomed appearance.
- C. Supplement rainfall as required to provide an equivalent of 1 inch of water per week until the plants have rooted and are established.
- D. Maintain all plant material in a healthy, vigorous growing condition.

- E. Make weekly inspections to determine moisture content of soil and adjust watering schedule established by irrigation system installer to fit conditions.
- F. After grass growth has started, reseed or sod areas that fail to show uniform stand of grass in accordance with the Drawings and as specified herein. Continue reseeding and sodding such areas repeatedly until areas are covered with satisfactory growth of grass. Perform removal and replacement or topsoil conditioning if required to facilitate establishment of grass.
- G. Water in such manner and as frequently as is deemed necessary by the Owner to assure continued growth of healthy grass. Water areas of site in such a manner as to prevent erosion due to excessive quantities applied over small areas and to avoid damage to finished surface due to watering equipment.
- H. Provide water for execution and maintenance at no expense to the Owner. Furnish portable tanks, pumps, hose, pipe, connections, nozzles, and any other equipment required to transport water from available outlets and apply it to seeded areas in approved manner.
- I. Mowing:
  - 1. Initiate mowing of turf grass areas when grass has attained height of 3 inches and roots are firmly established. Maintain turf grass height at 2½ to 3 inches at subsequent cuttings depending on time of year. Remove no more than 1/3 of grass leaf at any cutting and cutting shall not occur more than ten (10) days apart.
  - 2. Mow native grass areas no more than three (3) times per year to a height of no less than 4 inches.
  - 3. Remove heavy cuttings to prevent destruction of underlying turf. If weeds or other undesirable vegetation threaten to smother planted species, such vegetation shall be mowed or, in case of rank growths, shall be uprooted, raked, and removed from area by methods approved by the Owner.
- J. Remove weeds and other undesirable vegetation by applying herbicides as recommended by the manufacturer or by uprooting. Rake and remove uprooted vegetation from area by methods approved by the Owner.
- K. Protect seeded area from pedestrian or vehicular trespassing while grass is germinating. Provide fences, signs, barriers, or other necessary temporary protective devices. Repair damage resulting from trespass, erosion, washout, settlement, or other causes.
- L. Remove fences, signs, barriers, or other temporary protective devices after final acceptance.
- M. Grassed areas damaged during process of work shall be restored or repaired to condition satisfactory to the Owner. Fill, grade, re-fertilize, replant, or mulch as required to restore to contract requirements.

### **3.9 EXTENDED MAINTENANCE**

- A. Provide landscape maintenance for the site including stormwater conveyance systems as specified below.
- B. Comply with Federal, State, Local or other governmental requirements relating to the general upkeep and maintenance of Stormwater Conveyance Systems, Natural Areas, Natural and Created Wetlands. Failure to follow these standards will fall to the liability of the Contractor.

- C. Commence Extended Maintenance immediately after Substantial Completion Date and continue as indicated on the following chart:

EXTENDED MAINTENANCE / WARRANTY CHART		
Substantial Completion Date	Extended Maintenance / Warranty Expiration	Duration
December	July	19 months
January	July	18 months
February	July	17 months
March	July	16 months
April	July	15 months
May	July	14 months
June	July	13 months
July	July	12 months
August	August	12 months
September	September	12 months
October	October	12 months
November	November	12 months

- D. General Landscaping: Landscape maintenance shall include necessary watering, cultivation, weeding, pruning, wound dressing, disease and insect pest control, protective spraying, straightening plants which lean or sag, adjustments of plants which settle or are planted too low, mowing, replacement of mulch that has been displaced, repairing and reshaping of saucers, and reseeding or replanting of those areas affected. Remove rubbish, waste, tools, and equipment used at end of each workday.
- E. Watering:
1. Apply water in quantities sufficient to penetrate soil to minimum depth of 8 inches in shrub beds and 6 inches in turf areas at rate that will prevent saturation of soil.
- F. Weeding: Maintain all shrub and groundcover areas free from weeds and undesirable grasses.
- G. Supplement rainfall and irrigation system as required to provide adequate water for vigorous and healthy growth of trees.
- H. Turf Maintenance: Maintain an establish lawn by watering, fertilizing, weeding, mowing, trimming, edging, replanting and operations required to maintain full turf coverage. Roll, re-grade, re-mulch, and replant bare or eroded areas greater one (1) square foot to produce a uniformly smooth lawn. Provide materials and installation techniques the same as those used in the original installation.
- I. Mowing:
1. Mow turf grass areas at regular intervals to keep turf height from exceeding 3 inches. Maintain turf grass height at 2½ to 3½ inches at subsequent cuttings depending on time of year. Remove no more than 1/3 of grass leaf at any cutting. Mow turf grass at intervals of not more than ten (10) days during growing season. Mow in such manner as to prevent clippings from blowing onto paved areas and sidewalks. Cleanup after mowing shall include sweeping or blowing to clear mowing debris.
  2. Mow native grass areas no more than three (3) times per year to a height of no less than 4 inches.

#### Seeding and Sodding

3. Edging: Mechanically edge turf areas adjacent to sidewalks, curbs and other paved surfaces with a blade type edger. Perform edging with each mowing interval.
  4. Trimming: Trim grass around valve boxes, poles and other structures with string type trimmers. Do not trim grass around tree trunks with mechanical trimmer. Remove grass adjacent to tree trunk by methods that will not cause damage to trees.
- J. Turf Fertilization: Apply balanced commercial grade fertilizer minimum four (4) times annually. Adjust type, frequency, and quantity of fertilizer to provide lush and healthy turf at all times. Spilled or excess fertilizer shall be swept and properly disposed. Flushing into storm sewer is prohibited.
- K. Turf Weed Control: Develop and maintain a broadleaf weed and foreign grass control program consisting of both post and pre-emergent chemical control. Maintain turf in a weed-free condition.
- L. Clean up: During course of maintenance, excess and waste materials shall be continuously and promptly removed at end of each workday.

END OF SECTION



# SALMO POND PARKING LOT RECONSTRUCTION

## TOWN OF CROSS PLAINS, WISCONSIN

NE 1/4, NE 1/4, SECTION 05, TOWNSHIP 07 NORTH, RANGE 07 EAST

### DRAWING INDEX

C0.0	TITLE SHEET
1 OF 1	TOPOGRAPHIC AND UTILITY MAP
C1.0	PROJECT OVERVIEW
C1.1	PROJECT NOTES
C2.0	DEMOLITION PLAN
C3.0	SITE PLAN
C4.0	GRADING AND EROSION CONTROL PLAN
C5.0	RESTORATION PLAN
C7.0	CONSTRUCTION DETAILS
C7.1	CONSTRUCTION DETAILS



**PROJECT AREA**  
NOT TO SCALE



### PROJECT INFORMATION

**OWNER**  
CONTACT: DANE COUNTY PARKS DEPARTMENT  
CHRISTOPHER JAMES  
5201 FEN OAKS DRIVE ROOM 208  
MADISON, WI 53718  
P: (608) 235-2252  
James@countyofdane.com

**PROJECT CONSULTANT - LANDSCAPE ARCHITECT**  
CONTACT: JSD PROFESSIONAL SERVICES  
KEVIN YESKA  
161 HORIZON DRIVE, SUITE 101  
VERONA, WI 53593  
P: (608) 848-5060  
KEVIN.YESKA@jsdinc.com

**CONSULTING ENGINEER**  
CONTACT: JSD PROFESSIONAL SERVICES  
ANDREW GEFFERT, P.E.  
161 HORIZON DRIVE, SUITE 101  
VERONA, WI 53593  
P: (608) 848-5060  
ANDREW.GEFFERT@jsdinc.com

### MUNICIPAL CONTACTS

**VILLAGE CROSS PLAINS DEPARTMENT OF PUBLIC FACILITIES**  
CONTACT: JERRY GRAY  
1225 BOURBON RD,  
CROSS PLAINS, WI 53528  
P: 608-798-3241  
jerry@cross-plains.wi.us

**VILLAGE OF CROSS PLAINS DEPARTMENT OF PARKS & RECREATION**  
CONTACT: MICHAEL AXON  
2417 BREWERY RD  
CROSS PLAINS, WI 53528  
P: 608-798-3241  
maxon@cross-plains.wi.us



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161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
P. 608.848.5060

CLIENT:  
**DANE COUNTY  
PARKS DEPARTMENT**

CLIENT ADDRESS:  
**5201 FEN OAKS DRIVE ROOM 208  
MADISON, WI 53718**

PROJECT:  
**SALMO POND  
PARKING LOT  
RECONSTRUCTION**

PROJECT LOCATION:  
**CROSS PLAINS, WI  
DANE COUNTY**

#### PLAN MODIFICATIONS:

#	Date	Description
1	04/30/21	BID SET
2		
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Design/Drawn: JAW  
Approved: ACG

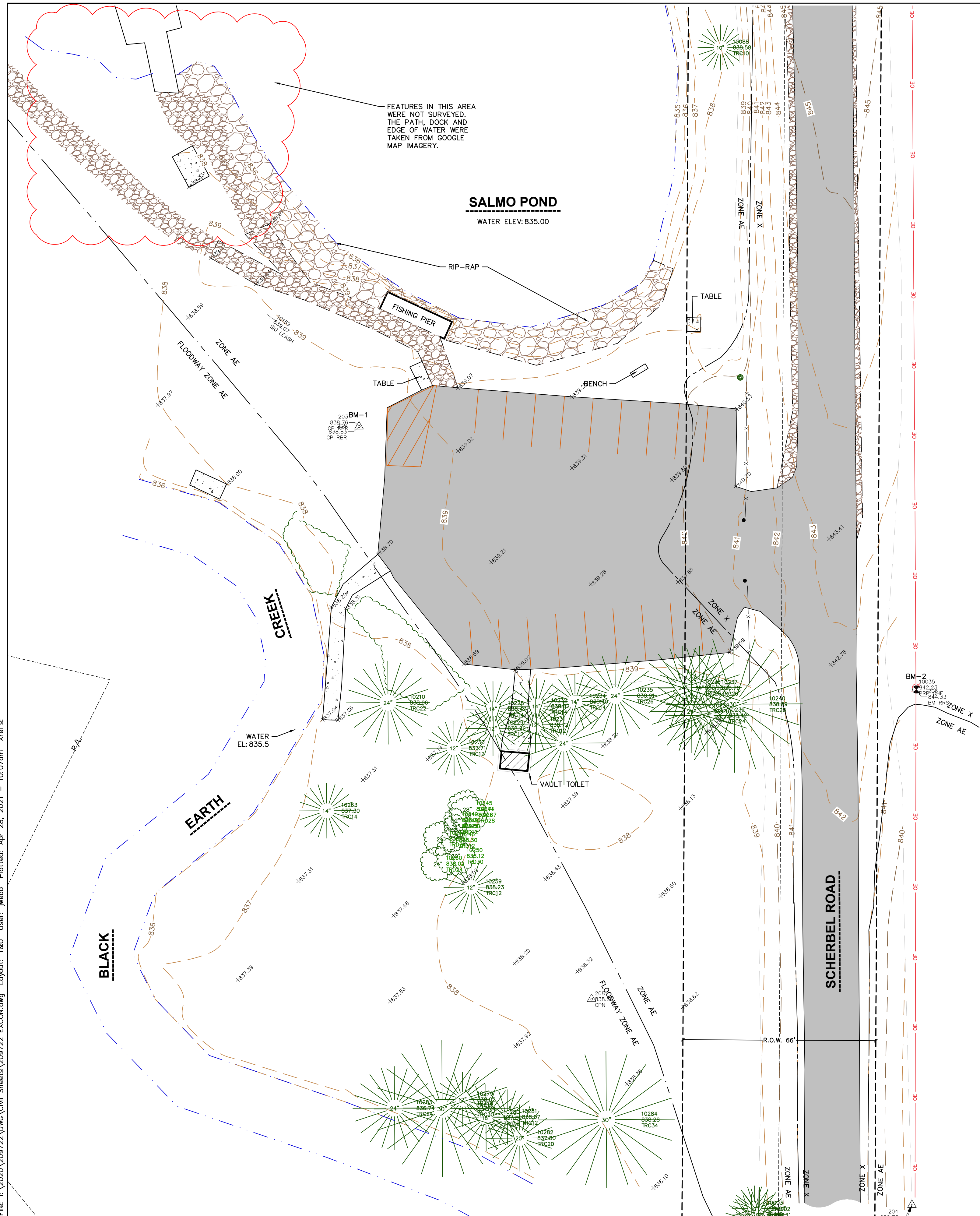
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SHEET NUMBER:  
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# TOPOGRAPHIC AND UTILITY MAP

PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 05, TOWNSHIP 07 NORTH, RANGE 07 EAST, TOWN OF CROSS PLAINS, DANE COUNTY, WISCONSIN.

## LEGEND

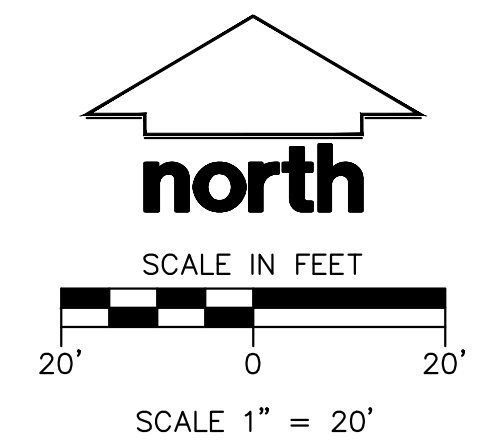
- ⊕ GOVERNMENT CORNER
- ▲ CONTROL POINT
- BENCHMARK
- BOLLARD SIGN
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ⊙ STUMP
- CENTERLINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- - - PLATTED LOT LINE
- - - OVERHEAD ELECTRIC DISTRIBUTION
- x-x- FENCE LINE
- - - EDGE OF GRAVEL
- ▨ BUILDING
- - - INDEX CONTOUR
- - - INTERMEDIATE CONTOUR
- ⊖ EDGE OF WOODS OR BRUSH
- - - EDGE OF WATER
- SPOT ELEVATION
- ▨ BITUMINOUS PAVEMENT
- ▨ CONCRETE PAVEMENT
- ▨ EDGE OF BITUMINOUS GRAVEL
- ▨ FLOOD ZONE AE
- ▨ REGULATORY FLOODWAY

## NOTES

- FIELD WORK PERFORMED ON JULY 06, 2020.
- ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). BENCHMARK IS A REBAR WITH CAP ON THE WEST OF THE PARKING LOT, ELEVATION = 838.83'
- CONTOUR INTERVAL IS ONE FOOT.
- SUBSURFACE UTILITIES AND FEATURES SHOWN ON THIS MAP HAVE BEEN APPROXIMATED BY LOCATING SURFICIAL FEATURES AND APPURTENANCES, LOCATING DIGGERS HOTLINE FIELD MARKINGS AND BY REFERENCE TO UTILITY RECORDS AND MAPS. DIGGER'S HOTLINE TICKET No.'s 20202614723 AND 20202614682, WITH A START DATE OF JUNE 29, 2020.
- UTILITY COMPANIES CONTACTED THRU DIGGERS HOTLINE:  
BLACK EARTH UTILITIES  
MADISON GAS AND ELECTRIC COMPANY (ELECTRIC AND GAS)  
TDS TELECOM MIDDLETON  
TDS TELECOM BLACK EARTH
- BEFORE EXCAVATION, APPROPRIATE UTILITY COMPANIES SHOULD BE CONTACTED. FOR EXACT LOCATION OF UNDERGROUND UTILITIES, CONTACT DIGGERS HOTLINE, AT 1.800.242.8511.
- JSD PROFESSIONAL SERVICES, INC. DOES NOT GUARANTEE THAT THE BENCHMARKS LISTED ON THIS SURVEY HAVE NOT BEEN DISTURBED SINCE THE DATE OF THIS SURVEY AND SHOULD BE VERIFIED BEFORE BEING UTILIZED.
- THIS PARCEL IS SUBJECT TO ALL EASEMENTS AND AGREEMENTS, BOTH RECORDED AND UNRECORDED.
- THE PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND THIS MAP IS NOT INTENDED TO BE A PROPERTY SURVEY AS DEFINED BY WISCONSIN ADMINISTRATIVE CODE A-E7.
- THE RIGHT-OF-WAY FOR SCHERBEL ROAD IS PLATTED PER RECORD.
- THE SUBJECT PROPERTY LIES IN ZONE AE, AE (REGULATORY FLOODWAY) AND ZONE X PER FEMA MAP NUMBER 55025C0352H, JUNE 16, 2016.

BENCHMARKS		
BENCH MARK	ELEVATION	DESCRIPTION
BM-1	838.83	REBAR W/CAP WEST OF PARKING LOT
BM-2	844.33	R.R. SPIKE IN UTILITY POLE ON EAST SIDE OF SCHERBEL ROAD

\*JSD DOES NOT GUARANTEE THAT THE BENCHMARK ELEVATIONS LISTED ON THIS MAP HAVE NOT BEEN DISTURBED SINCE THE DATE OF THIS SURVEY AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.



CREATE THE VISION TELL THE STORY

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**MADISON REGIONAL OFFICE**  
161 HORIZON DRIVE, SUITE 101  
VERONA, WISCONSIN 53593  
P. 608.848.5060

CLIENT:  
**DANE COUNTY  
PARKS DEPARTMENT**

CLIENT ADDRESS:  
**5201 FEN OAK DRIVE ROOM 208  
MADISON, WI, 53718**



PROJECT:  
**SALMO POND  
TOPOGRAPHY SURVEY**

PROJECT LOCATION:  
**CROSS PLAINS, WI  
DANE**

PLAN MODIFICATIONS:

#	Date	Description
1	03-12-21	ADDED PATH FROM IMAGES
2		
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Design/Drawn: **BCK 07/09/20**  
Approved: **TJB 07/09/20**

SHEET TITLE:  
**TOPOGRAPHIC AND  
UTILITY MAP**

SHEET NUMBER:  
**1 OF 1**

JSD PROJECT NO: 20-9722

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## GENERAL NOTES

- REFER TO THE EXISTING CONDITIONS SURVEY FOR EXISTING CONDITIONS NOTES AND LEGENDS.
- ALL WORK IN THE ROW AND/OR PUBLIC EASEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN AND MUNICIPAL REQUIREMENTS.
- EXISTING GRADE SPOT ELEVATIONS SHOWN FOR INFORMATIONAL PURPOSES. DURING CONSTRUCTION MATCH EXISTING GRADES AT CONSTRUCTION LIMITS.
- NO SITE GRADING OUTSIDE OR DOWNSLOPE OF PROPOSED SILT FENCE LOCATION. NO LAND DISTURBANCE BEYOND PROPERTY LINES.
- JSD SHALL BE HELD HARMLESS AND DOES NOT WARRANT ANY DEVIATIONS BY THE OWNER/CONTRACTOR FROM THE APPROVED CONSTRUCTION PLANS THAT MAY RESULT IN DISCIPLINARY ACTIONS BY ANY OR ALL REGULATORY AGENCIES.

## DEMOLITION NOTES

- THIS PLAN INDICATES ITEMS ON THE PROPERTY INTENDED FOR DEMOLITION BASED ON THE CURRENT SITE DESIGN THAT HAVE BEEN IDENTIFIED BY A REASONABLE OBSERVATION OF THE EXISTING CONDITIONS THROUGH FIELD SURVEY RECONNAISSANCE, "DIGGER'S HOTLINE" LOCATION, AND GENERAL "STANDARD OF CARE". THERE MAY BE ADDITIONAL ITEMS THAT CAN NOT BE IDENTIFIED BY A REASONABLE ABOVE GROUND OBSERVATION, OF WHICH THE ENGINEER WOULD HAVE NO KNOWLEDGE OR MAY BE A PART OF ANOTHER DESIGN DISCIPLINE. IT IS THE CONTRACTOR'S/BIDDER'S RESPONSIBILITY TO REVIEW THE PLANS, INSPECT THE SITE AND PROVIDE THEIR OWN DUE DILIGENCE TO INCLUDE IN THEIR BID WHAT ADDITIONAL ITEMS, IN THEIR OPINION, MAY BE NECESSARY FOR DEMOLITION. ANY ADDITIONAL ITEMS IDENTIFIED BY THE CONTRACTOR/BIDDER SHALL BE IDENTIFIED IN THE BID AND REPORTED TO THE ENGINEER OF RECORD. JSD TAKES NO RESPONSIBILITY FOR ITEMS ON THE PROPERTY THAT COULD NOT BE LOCATED BY A REASONABLE OBSERVATION OF THE PROPERTY OR OF WHICH THEY WOULD HAVE NO KNOWLEDGE.
- CONTRACTOR SHALL KEEP ALL STREETS AND PRIVATE DRIVES FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST AND DEBRIS.
- ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS SPECIFICALLY CALLED OUT FOR PROTECTION. ALL TREES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY AND STUMPS SHALL BE GROUND TO PROPOSED SUBGRADE.
- ALL LIGHT POLES TO BE REMOVED SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING BASE AND ALL APPURTENANCES. SALVAGE FOR RELOCATION. COORDINATE RELOCATION AND/OR ABANDONMENT OF ALL ELECTRIC LINES WITH ELECTRICAL ENGINEER AND OWNER PRIOR TO DEMOLITION.
- ABANDONED/REMOVED ITEMS SHALL BE DISPOSED OF OFF SITE UNLESS OTHERWISE NOTED.
- CONTRACTOR TO REPLACE ALL SIDEWALK AND CURB AND GUTTER ABUTTING THE PROPERTIES, WHICH IS DAMAGED BY THE CONSTRUCTION OR ANY SIDEWALK AND CURB AND GUTTER THAT THE CITY ENGINEER DETERMINES NEEDS TO BE REPLACED BECAUSE IT IS NOT AT A DESIRABLE GRADE REGARDLESS OF WHETHER THE CONDITION EXISTED PRIOR TO BEGINNING CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
  - EXAMINE ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
  - VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCIES. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCIES ARE RESOLVED.
  - NOTIFYING ALL UTILITIES PRIOR TO THE REMOVAL OF ANY UNDERGROUND UTILITIES.
  - NOTIFYING THE DESIGN ENGINEER AND LOCAL CONTROLLING MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION INSPECTION.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF THESE IMPROVEMENTS.
- CONTRACTOR TO COORDINATE PRIVATE UTILITY REMOVAL / ABANDONMENT AND NECESSARY RELOCATION WITH RESPECTIVE UTILITY COMPANY. COORDINATION REQUIRED PRIOR TO CONSTRUCTION.
- ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE APPROVED MUNICIPALITY RECYCLING PLAN.
- ANY CONTAMINATED SOILS SHALL BE REMOVED IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS TO AN APPROVED LANDFILL.
- ALL EXISTING UTILITIES TO BE FIELD LOCATED AND FLAGGED BY CONTRACTOR.
- ALL PERIMETER EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO THE START OF DEMOLITION ACTIVITIES. CONTRACTOR SHALL KEEP ALL STREETS AND PAVEMENT FREE AND CLEAR OF ALL CONSTRUCTION RELATED DIRT, DUST AND DEBRIS.
- BUILDING REMOVALS SHALL BE BY A QUALIFIED CONTRACTOR. CONTRACTOR TO FOLLOW ALL DEMOLITION REGULATIONS, DISCONNECT ALL UTILITIES, OBTAIN ALL APPLICABLE PERMITS AND DISPOSE OF ALL BUILDING MATERIALS IN APPROPRIATE LANDFILLS. DEMOLISHED MATERIALS SHALL NOT BE BURIED ON SITE. IF ENCOUNTERED, ANY CONTAMINATED SOILS SHALL BE REMOVED TO A LANDFILL IN ACCORDANCE WITH APPROPRIATE STATE AND FEDERAL REGULATIONS..
- RESTORATION OF THE EXISTING ROADWAY RIGHT-OF-WAYS ARE CONSIDERED INCIDENTAL AND SHOULD BE PART OF THE COST OF THE UNDERGROUND IMPROVEMENTS, DEMOLITION AND REMOVAL. THIS INCLUDES CURB & GUTTER, SIDEWALK, TOPSOIL, SEEDING AND MULCHING.

## CONSTRUCTION SEQUENCING

- INSTALL PERIMETER SILT SOCK, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCE.
- STRIP AND STOCKPILE TOPSOIL, INSTALL SILT SOCK AROUND PERIMETER OF STOCKPILE.
- ROUGH GRADE BIORETENTION BASIN AND INSTALL BASIN OUTLET.
- CONDUCT ROUGH GRADING EFFORTS AND INSTALL CHECK DAMS WITHIN DRAINAGE DITCHES AS NEEDED.
- INSTALL UTILITY PIPING AND STRUCTURES, IMMEDIATELY INSTALL INLET PROTECTION.
- COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT OF PAVEMENTS, WALKS, ETC.
- PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROL MEASURES AS INDICATED ON PLANS.
- RESTORE BIORETENTION BASIN (FINAL GRADE BIORETENTION BASIN PER PLAN REQUIREMENTS)
- EROSION CONTROLS SHALL NOT BE REMOVED UNTIL SITE IS FULLY STABILIZED OR 70% VEGETATIVE COVER IS ESTABLISHED.

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM NO. 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

## PAVING NOTES

- GENERAL**
  - ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION, LATEST EDITION, APPLICABLE VILLAGE OF CROSS PLAINS ORDINANCES
  - ALL PAVING DIMENSIONS ARE TO FACE OF CURB UNLESS SPECIFIED OTHERWISE.
  - SURFACE PREPARATION – NOTIFY ENGINEER/OWNER OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.
  - ANY REQUIRED REPLACEMENT OF PUBLIC CURB AND GUTTER SHALL MATCH EXISTING AND MEET MUNICIPALITY REQUIREMENTS.
- ASPHALTIC CONCRETE PAVING SPECIFICATIONS**
  - CODES AND STANDARDS – THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, CURRENT EDITION. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.
  - WEATHER LIMITATIONS – APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 50° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).
  - GRADE CONTROL – ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.
  - CRUSHED AGGREGATE BASE COURSE – THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.
  - BINDER COURSE AGGREGATE – THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460 AND 315, STATE HIGHWAY SPECIFICATIONS.
  - SURFACE COURSE AGGREGATE – THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460 AND 465, STATE HIGHWAY SPECIFICATIONS.
  - ASPHALTIC MATERIALS – THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.
- PAVEMENT MARKING SPECIFICATIONS**
  - USE 4" WDE, HIGH VISIBILITY YELLOW EPOXY PAINT FOR PAVEMENT MARKINGS AND STALL LINES.
  - MARK AND STRIPE ADA PARKING SPACES APPROPRIATELY.

## GRADING AND SEEDING NOTES

- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES, MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR COMPUTATIONS OF ALL GRADING QUANTITIES. WHILE JSD PROFESSIONAL SERVICES, INC. ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARDS OF CARE. THEREFORE, NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
- PARKING LOT AND DRIVEWAY ELEVATIONS ARE PAVEMENT GRADES, UNLESS OTHERWISE NOTED.
- ANY WORK WITHIN RIGHT-OF-WAY SHALL BE PROPERLY PERMITTED AND COORDINATED WITH THE APPROPRIATE OFFICIALS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. ALL GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS.
- CONTRACTOR SHALL PROVIDE NOTICE TO THE MUNICIPALITY IN ADVANCE OF ANY SOIL DISTURBING ACTIVITIES, IN ACCORDANCE WITH MUNICIPAL REQUIREMENTS.
- ALL DISTURBED AREAS SHALL BE SODDED AND/OR SEEDED AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES. SOG/SEED MIX TO BE IN ACCORDANCE WITH LANDSCAPE PLAN.
- CONTRACTOR SHALL CHISEL-PLOW OR DEEP TILL WITH DOUBLE TINES ALL STORMWATER MANAGEMENT FACILITIES JUST PRIOR TO SODDING AND/OR SEEDING AND MULCHING TO PROMOTE INFILTRATION.
- CONTRACTOR SHALL WATER ALL NEWLY SODDED/SEEDED AREAS DURING THE SUMMER MONTHS WHENEVER THERE IS A 7 DAY LAPSE WITH NO SIGNIFICANT RAINFALL.
- CONTRACTOR TO DEEP TILL ALL COMPACTED PERVIOUS SURFACES PRIOR TO SODDING AND/OR SEEDING AND MULCHING.
- ALL SLOPES 20% OR GREATER SHALL BE TEMPORARY SEEDED, MULCHED, OR OTHER MEANS OF COVER PLACED ON THEM WITHIN 2 WEEKS OF DISTURBANCE.
- ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 30 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND DANE COUNTY ORDINANCES.

## UTILITY NOTES

- ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATIONS OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. CONTRACTOR/OWNER SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE PRIME CONTRACTOR IS RESPONSIBLE FOR: EXAMINING ALL SITE CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
  - OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
  - VERIFYING ALL ELEVATIONS, LOCATIONS AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.
  - NOTIFYING ALL UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS.
  - NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
  - COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ALL UTILITY WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN – AND ALL STATE AND LOCAL CODES AND SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE WHICH SPECIFICATIONS AND CODES APPLY, AND TO COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
- SPECIFICATIONS SHALL COMPLY WITH THE VILLAGE OF CROSS PLAINS SPECIAL PROVISIONS.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING THE CONSTRUCTION OF IMPROVEMENTS.
- CONTRACTOR SHALL INSTALL A PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVER NIGHT AS REQUIRED IN CONSTRUCTION SITES WHERE THE POTENTIAL FOR PEDESTRIAN INJURY EXISTS.
- THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED, IF REQUIRED. ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
- STORM SEWER SPECIFICATIONS –
  - PIPE – REINFORCED CONCRETE PIPE (RCP) SHALL MEET THE REQUIREMENTS OF ASTM CLASS III (MINIMUM) C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-443. HIGH DENSITY DUAL-WALL POLYETHYLENE CORRUGATED PIPE SHALL BE AS MANUFACTURED BY ADS OR EQUAL WITH WATER TIGHT JOINTS, AND SHALL MEET THE REQUIREMENTS OF ASHTO DESIGNATION M-294 TYPE "S".
  - BACKFILL AND BEDDING – STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS "B" BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATED MATERIAL IN CONFORMANCE WITH SECTION 8.4.3.5 OF THE "STANDARD SPECIFICATIONS".
  - FIELD TILE CONNECTION – ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICE(S) FOR STORM SEWER. TILE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.

## STORMWATER FACILITIES CONSTRUCTION NOTES

- ENGINEER SHALL BE NOTIFIED PRIOR TO INSTALLATION OF STORMWATER MANAGEMENT FACILITIES. CONSTRUCTION OF STORMWATER MANAGEMENT FACILITIES SHALL BE OBSERVED AND DOCUMENTED BY THE ENGINEER, OR AN OWNER'S REPRESENTATIVE.
- STORMWATER MANAGEMENT FACILITIES SHALL BE INSTALLED AFTER SUBSTANTIAL COMPLETION OF FINAL SITE GRADING AND SOILS HAVE BEEN STABILIZED.
- AREAS USED FOR TEMPORARY SEDIMENT BASINS SHALL BE REMOVED IN THEIR ENTIRETY AFTER CONSTRUCTION OF STORMWATER MANAGEMENT FACILITIES.
- CONSTRUCTION TRAFFIC, HEAVY EQUIPMENT AND SOIL STOCKPILES SHALL NOT BE PLACED IN AREAS WHERE PROPOSED STORMWATER MANAGEMENT FACILITIES ARE LOCATED.
- NATIVE SOIL INFILTRATION RATES BELOW STORMWATER FACILITIES SHALL BE VERIFIED BY THE OWNER'S GEOTECHNICAL ENGINEER PRIOR INSTALLATION OF FACILITIES. NATIVE SOIL INFILTRATION RATES SHALL BE EQUAL TO OR GREATER THAN DESIGN INFILTRATION RATES.
- NATIVE SOILS SHALL BE BLENDED A MINIMUM OF TWO FEET PRIOR TO INSTALLATION OF STORMWATER INFILTRATION FACILITIES TO BREAKUP ANY LOWER PERMEABILITY SEAMS THAT MAY BE PRESENT.
- THICKER SILT OR CLAY LAYERS SHALL BE OVER-EXCAVATED AND BACKFILLED WITH GRANULAR MATERIALS CONFORMING TO SPECIFICATIONS PER WDNR TECH STANDARD 1004.

## EROSION CONTROL NOTES

- CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. ENGINEER OF RECORD AND APPROPRIATE DANE COUNTY OFFICIALS MUST APPROVE ANY CHANGES PRIOR TO DEVIATION FROM THE APPROVED PLANS.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND DANE COUNTY ORDINANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL EROSION CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS.
- INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL DESIGN MODIFICATIONS MUST BE APPROVED BY THE DANE COUNTY PRIOR TO DEVIATION OF THE APPROVED PLAN.
- ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE INSPECTORS, LOCAL INSPECTORS, COUNTY INSPECTORS AND/OR ENGINEER OF RECORD SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
- INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
- ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES. ANY DAMAGED EROSION CONTROL MEASURES SHALL BE REPAIRED OR REPLACED IMMEDIATELY UPON INSPECTION.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. ADDITIONAL LOCATIONS OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE MUNICIPALITY. CONSTRUCTION ENTRANCES SHALL BE 50' LONG AND NO LESS THAN 12" THICK BY USE OF 3" CLEAR STONE. CONSTRUCTION ENTRANCES SHALL BE MAINTAINED BY THE CONTRACTOR IN A CONDITION WHICH WILL PREVENT THE TRACKING OF MUD OR DRY SEDIMENT ONTO ADJACENT PUBLIC STREETS AFTER EACH WORKING DAY OR MORE FREQUENTLY AS REQUIRED.
- PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE DANE COUNTY.
- SILT FENCE SHALL BE IMMEDIATELY FITTED AT ALL INSTALLED CULVERT INLETS TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS.
- INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES. IF STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES IS REQUIRED. IF DISTURBANCE OCCURS BETWEEN NOVEMBER 15TH AND MAY 15TH, THE MULCHING SHALL BE PERFORMED BY HYDRO-MULCHING WITH A "TACKIFIER."
- DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.
- ALL SLOPES 4:1 OR GREATER SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE B EROSION MATTING. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR TECHNICAL STANDARDS 1052 AND 1053.
- CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO CONTROL DUST ARISING FROM CONSTRUCTION OPERATIONS. REFER TO WDNR TECHNICAL STANDARD 1068.
- EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL LAND DISTURBING CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED AND THAT A UNIFORM PERENNIAL VEGETATIVE COVER HAS BEEN ESTABLISHED WITH A DENSITY OF AT LEAST 70% FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES OR THAT EMPLOY EQUIVALENT PERMANENT STABILIZATION MEASURES.
- CONTRACTOR/OWNER SHALL FILE A NOTICE OF TERMINATION UPON COMPLETION OF THE PROJECT IN ACCORDANCE WITH WDNR REQUIREMENTS AND/OR PROPERTY SALE IN ACCORDANCE WITH WDNR REQUIREMENTS.
- STABILIZATION PRACTICES:**
  - STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. NO MORE THAN SEVEN (7) DAYS SHALL PASS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED UNLESS:
    - THE INITIATION STABILIZATION MEASURES BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS CEASED IS PRECLUDED BY SNOW COVER. IN THAT EVENT, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
    - CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF THE SITE WITHIN FOURTEEN (14) DAYS FROM WHEN ACTIVITY CEASED, (I.E. THE TOTAL TIME PERIOD THAT THE CONSTRUCTION ACTIVITY IS TEMPORARILY CEASED IS LESS THAN FOURTEEN (14) DAYS. IN THAT EVENT, STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE BY THE SEVENTH (7) DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY CEASED.
  - STABILIZATION MEASURES SHALL BE DETERMINED BASED ON SITE CONDITIONS AT THE TIME OF CONSTRUCTION ACTIVITY HAS CEASED, INCLUDING BUT NOT LIMITED TO WEATHER CONDITIONS AND LENGTH OF TIME MEASURE MUST BE EFFECTIVE. THE FOLLOWING ARE ACCEPTABLE STABILIZATION MEASURES:
    - PERMANENT SEEDING; IN ACCORDANCE WITH APPROVED CONSTRUCTION SPECIFICATION
      - TEMPORARY SEEDING; MAY CONSIST OF SPRING OATS(100LBS/ACRE) AND/OR WHEAT OR CEREAL RYE (150LB/ACRE)
      - HYDRO-MULCHING WITH A TACKIFIER
      - GEOTEXTILE EROSION MATTING
      - SODDING



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VERONA, WISCONSIN 53593  
**P. 608.848.5060**

CLIENT:  
**DANE COUNTY  
PARKS DEPARTMENT**

CLIENT ADDRESS:  
**5201 FEN OAKS DRIVE ROOM 208  
MADISON, WI 53718**

PROJECT:  
**SALMO POND  
PARKING LOT  
RECONSTRUCTION**

PROJECT LOCATION:  
**CROSS PLAINS, WI  
DANE COUNTY**

PLAN MODIFICATIONS:

#	Date:	Description:
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Design/Drawn: JAW  
Approved: ACG

SHEET TITLE:  
**PROJECT NOTES**

SHEET NUMBER:  
**C1.1**

JSD PROJECT NO: 20-9722



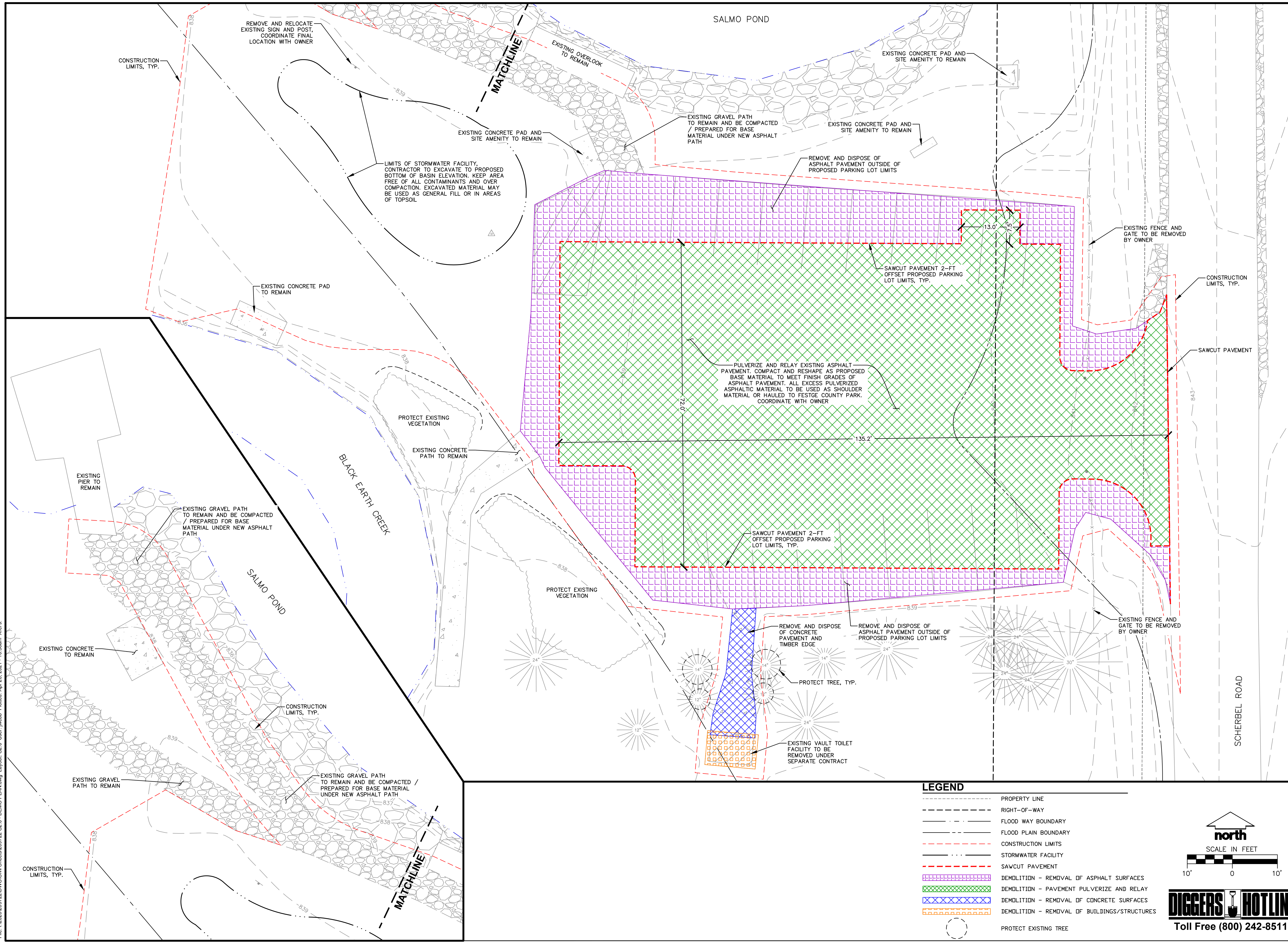
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Design/Drawn: JAW  
Approved: ACG

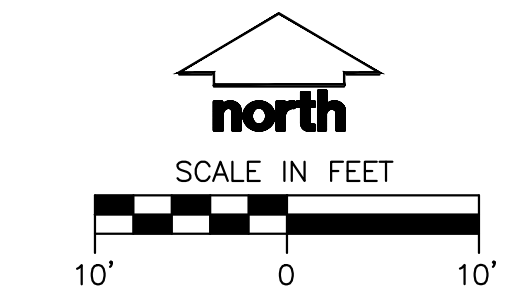
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**DEMOLITION PLAN**

SHEET NUMBER:  
**C2.0**



**LEGEND**

- PROPERTY LINE
- - - RIGHT-OF-WAY
- FLOOD WAY BOUNDARY
- FLOOD PLAIN BOUNDARY
- - - CONSTRUCTION LIMITS
- STORMWATER FACILITY
- SAWCUT PAVEMENT
- [Green Hatched] DEMOLITION - REMOVAL OF ASPHALT SURFACES
- [Blue Hatched] DEMOLITION - PAVEMENT PULVERIZE AND RELAY
- [Orange Hatched] DEMOLITION - REMOVAL OF CONCRETE SURFACES
- [Orange Hatched] DEMOLITION - REMOVAL OF BUILDINGS/STRUCTURES
- (Circle with X) PROTECT EXISTING TREE



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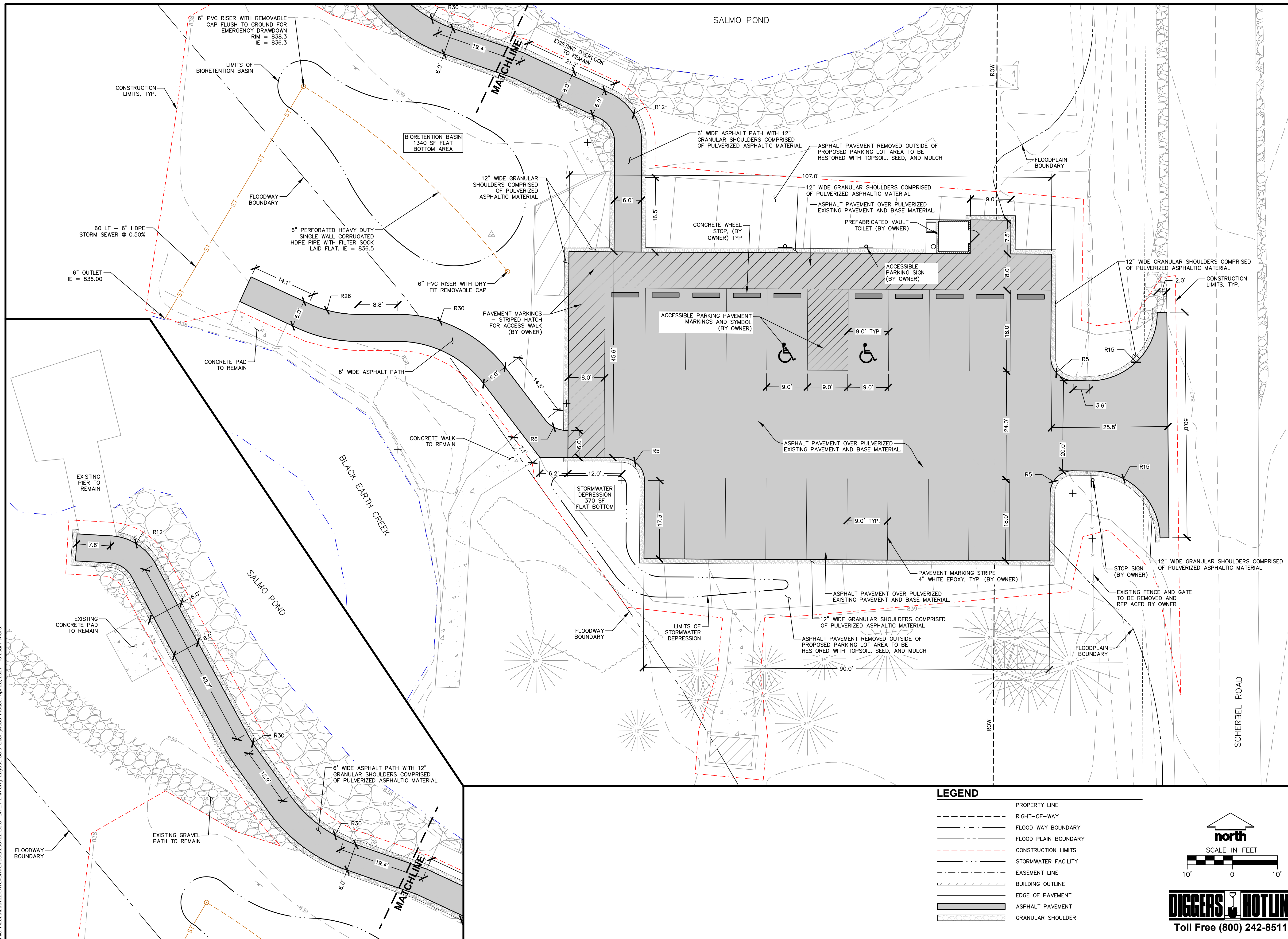
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Approved: ACG

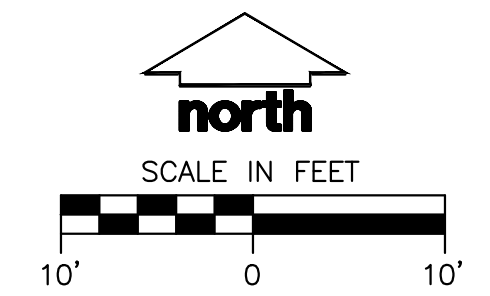
SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER:  
**C3.0**



**LEGEND**

---	PROPERTY LINE
- - - -	RIGHT-OF-WAY
---	FLOOD WAY BOUNDARY
---	FLOOD PLAIN BOUNDARY
- - - -	CONSTRUCTION LIMITS
---	STORMWATER FACILITY
---	EASEMENT LINE
---	BUILDING OUTLINE
---	EDGE OF PAVEMENT
---	ASPHALT PAVEMENT
---	GRANULAR SHOULDER



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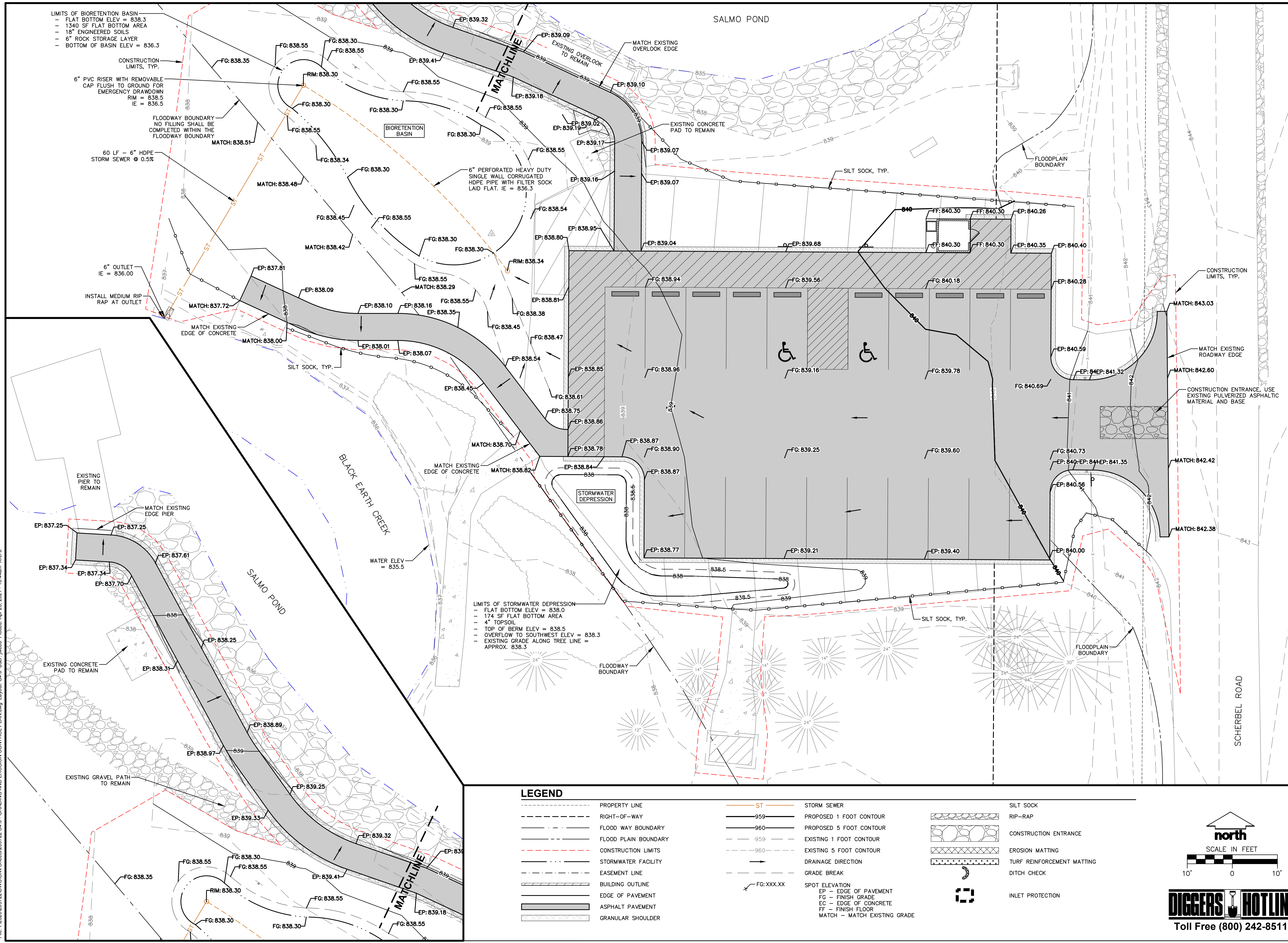
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Design/Drawn: JAW  
Approved: ACG

SHEET TITLE:  
**GRADING AND EROSION  
CONTROL PLAN**

SHEET NUMBER:  
**C4.0**

JSD PROJECT NO: 20-9722

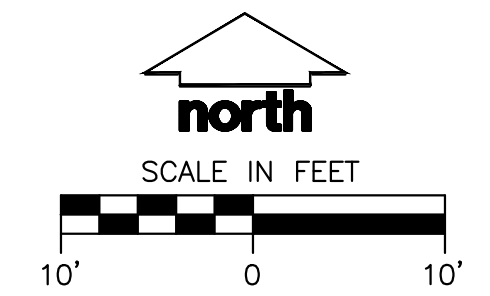


LIMITS OF BIORETENTION BASIN  
- FLAT BOTTOM ELEV = 838.3  
- 1340 SF FLAT BOTTOM AREA  
- 18" ENGINEERED SOILS  
- 6" ROCK STORAGE LAYER  
- BOTTOM OF BASIN ELEV = 836.3

LIMITS OF STORMWATER DEPRESSION  
- FLAT BOTTOM ELEV = 838.0  
- 174 SF FLAT BOTTOM AREA  
- 4" TOPSOIL  
- TOP OF BERM ELEV = 838.5  
- OVERFLOW TO SOUTHWEST ELEV = 838.3  
- EXISTING GRADE ALONG TREE LINE = APPROX. 838.3

**LEGEND**

- PROPERTY LINE
- RIGHT-OF-WAY
- FLOOD WAY BOUNDARY
- FLOOD PLAIN BOUNDARY
- CONSTRUCTION LIMITS
- STORMWATER FACILITY
- EASEMENT LINE
- BUILDING OUTLINE
- EDGE OF PAVEMENT
- ASPHALT PAVEMENT
- GRANULAR SHOULDER
- ST --- STORM SEWER
- 959 --- PROPOSED 1 FOOT CONTOUR
- 960 --- PROPOSED 5 FOOT CONTOUR
- 959 --- EXISTING 1 FOOT CONTOUR
- 960 --- EXISTING 5 FOOT CONTOUR
- DRAINAGE DIRECTION
- GRADE BREAK
- SPOT ELEVATION  
EP - EDGE OF PAVEMENT  
FG - FINISH GRADE  
EC - EDGE OF CONCRETE  
FF - FINISH FLOOR  
MATCH - MATCH EXISTING GRADE
- SILT SOCK
- RIP-RAP
- CONSTRUCTION ENTRANCE
- EROSION MATTING
- TURF REINFORCEMENT MATTING
- DITCH CHECK
- INLET PROTECTION



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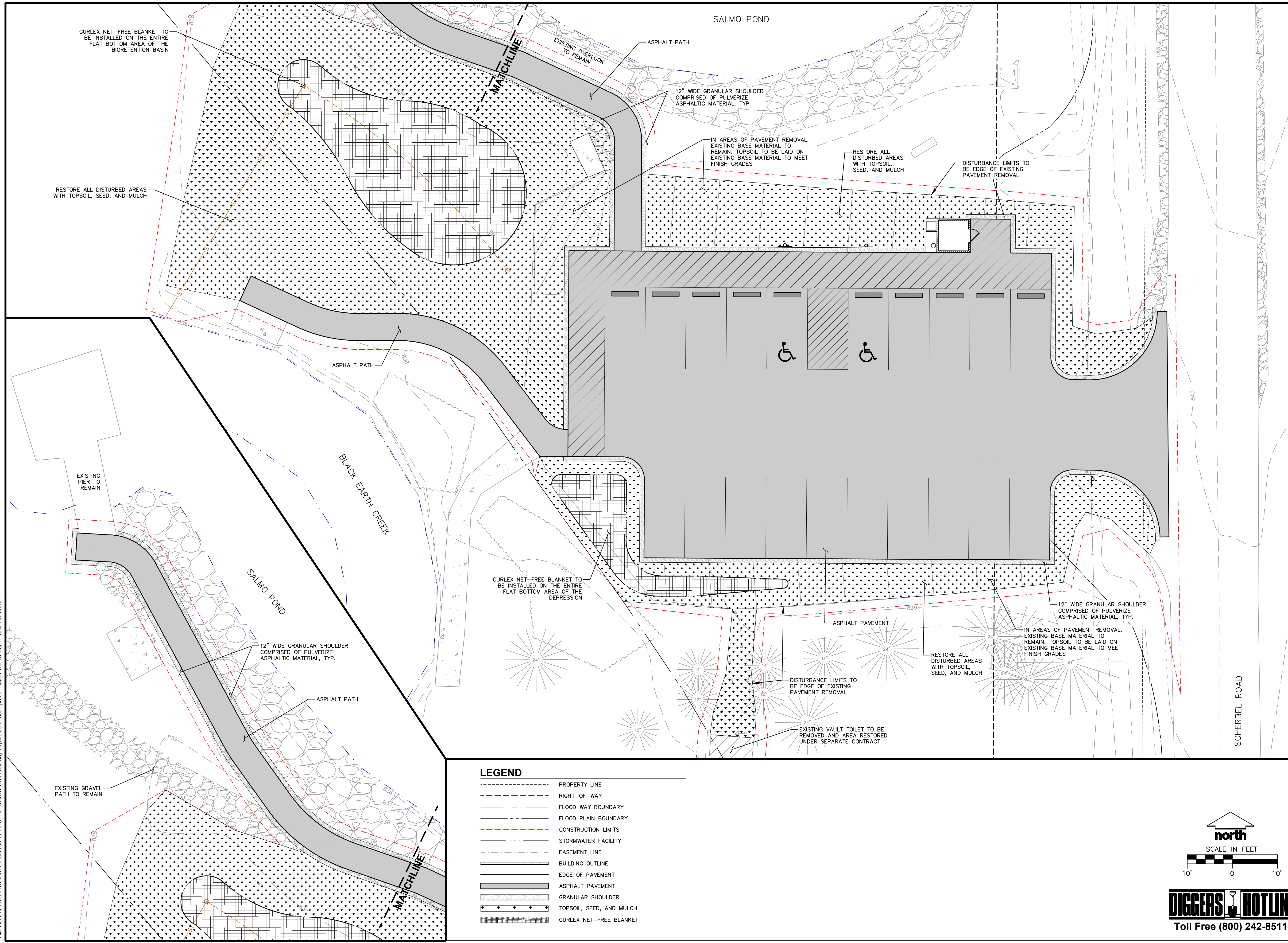
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Design/Drawn: JAW  
Approved: ACG

SHEET TITLE:  
**RESTORATION PLAN**

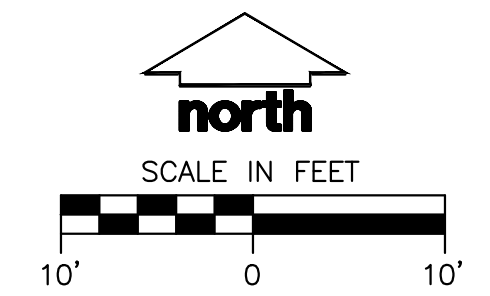
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**C5.0**

JSD PROJECT NO: 20-9722



**LEGEND**

	PROPERTY LINE
	RIGHT-OF-WAY
	FLOOD WAY BOUNDARY
	FLOOD PLAIN BOUNDARY
	CONSTRUCTION LIMITS
	STORMWATER FACILITY
	EASEMENT LINE
	BUILDING OUTLINE
	EDGE OF PAVEMENT
	ASPHALT PAVEMENT
	GRANULAR SHOULDER
	TOPSOIL, SEED, AND MULCH
	CURLEX NET-FREE BLANKET

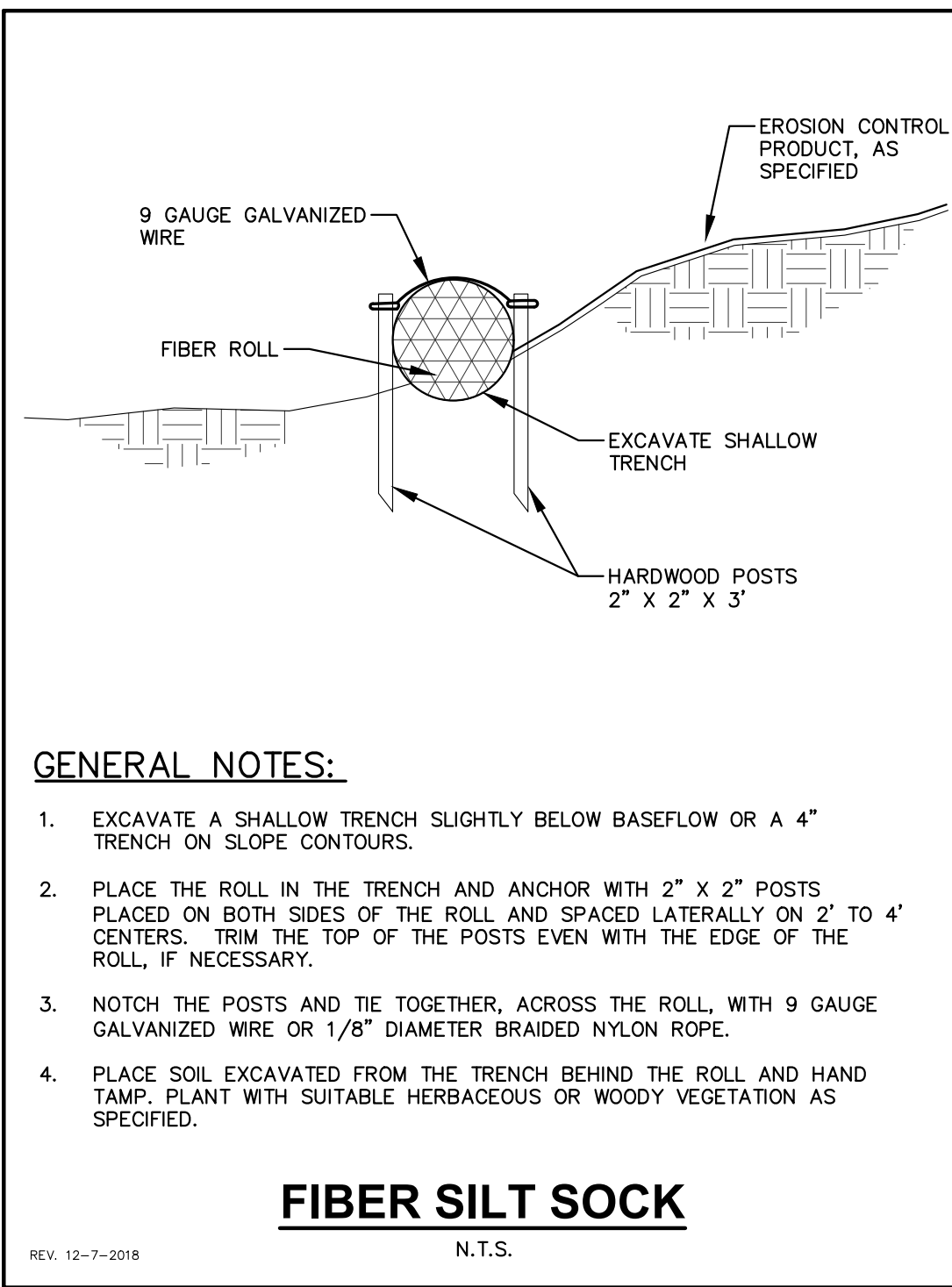


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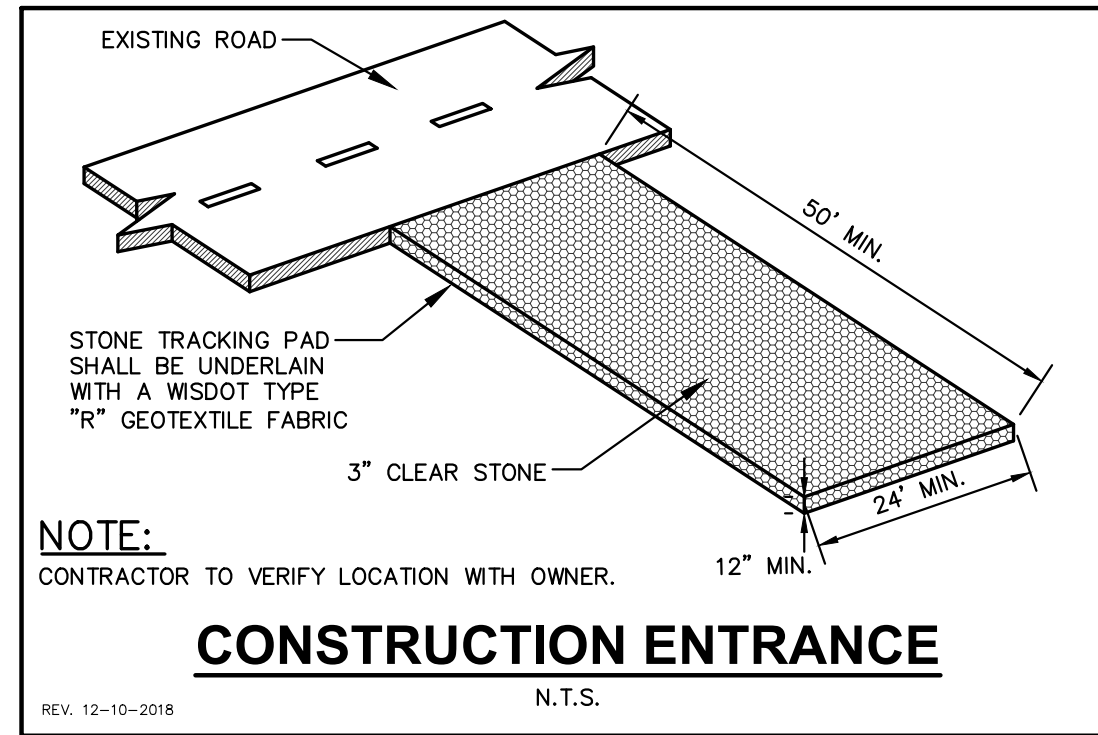
**GENERAL NOTES:**

1. EXCAVATE A SHALLOW TRENCH SLIGHTLY BELOW BASEFLOW OR A 4" TRENCH ON SLOPE CONTOURS.
2. PLACE THE ROLL IN THE TRENCH AND ANCHOR WITH 2" X 2" POSTS PLACED ON BOTH SIDES OF THE ROLL AND SPACED Laterally ON 2' TO 4' CENTERS. TRIM THE TOP OF THE POSTS EVEN WITH THE EDGE OF THE ROLL, IF NECESSARY.
3. NOTCH THE POSTS AND TIE TOGETHER, ACROSS THE ROLL, WITH 9 GAUGE GALVANIZED WIRE OR 1/8" DIAMETER BRAIDED NYLON ROPE.
4. PLACE SOIL EXCAVATED FROM THE TRENCH BEHIND THE ROLL AND HAND TAMP. PLANT WITH SUITABLE HERBACEOUS OR WOODY VEGETATION AS SPECIFIED.

**FIBER SILT SOCK**

N.T.S.

REV. 12-7-2018



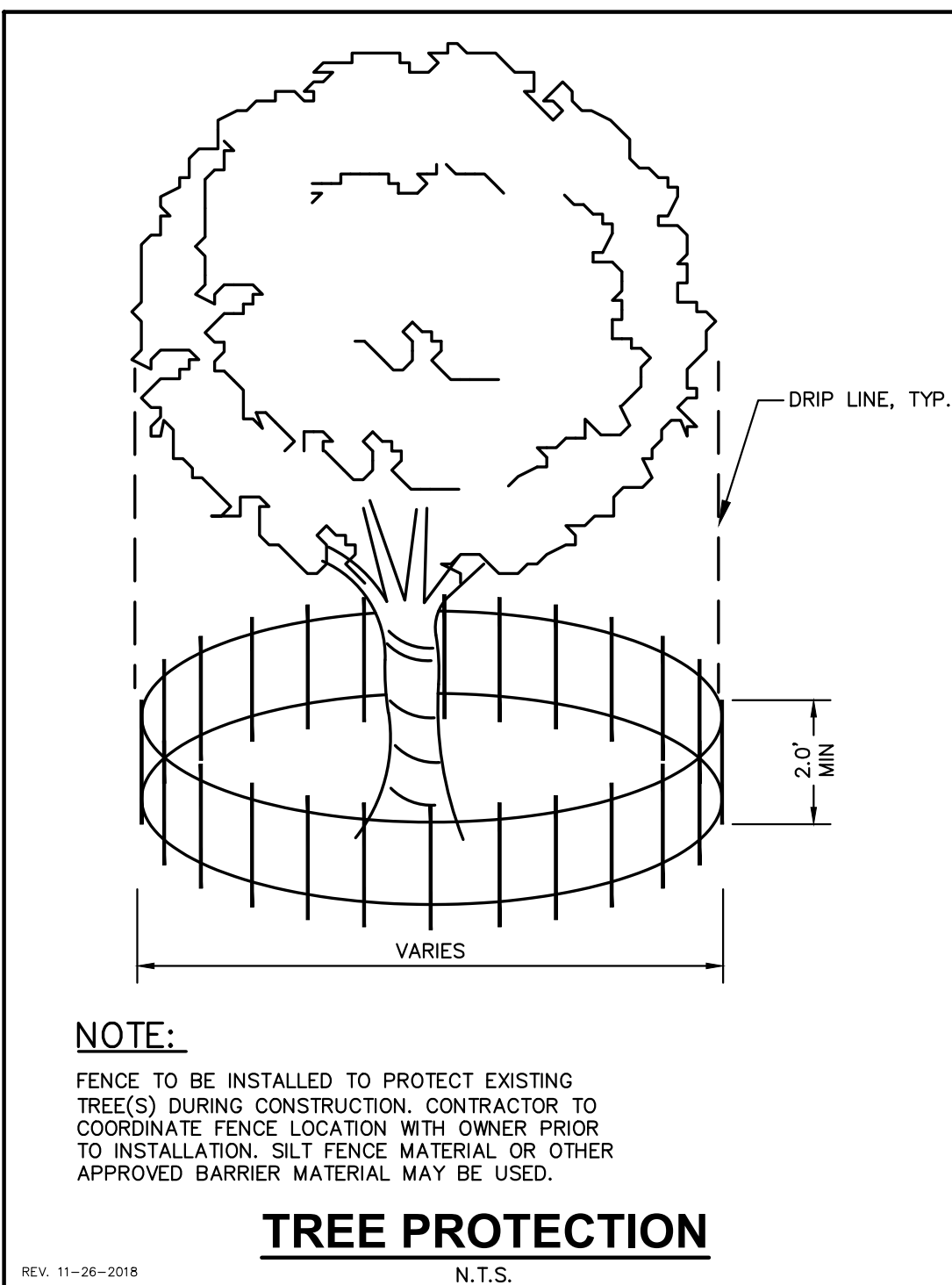
**NOTE:**

CONTRACTOR TO VERIFY LOCATION WITH OWNER.

**CONSTRUCTION ENTRANCE**

N.T.S.

REV. 12-10-2018



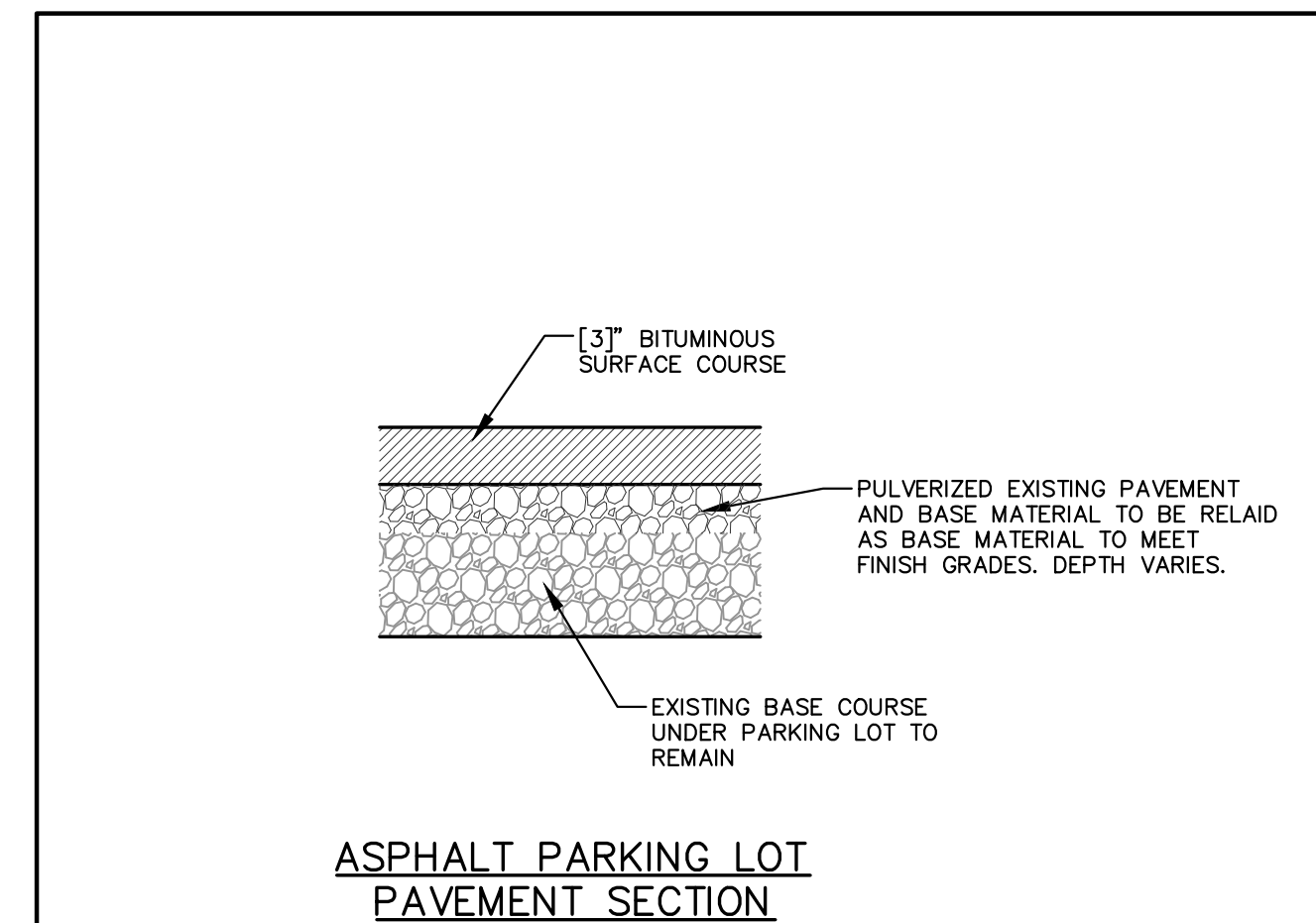
**NOTE:**

FENCE TO BE INSTALLED TO PROTECT EXISTING TREE(S) DURING CONSTRUCTION. CONTRACTOR TO COORDINATE FENCE LOCATION WITH OWNER PRIOR TO INSTALLATION. SILT FENCE MATERIAL OR OTHER APPROVED BARRIER MATERIAL MAY BE USED.

**TREE PROTECTION**

N.T.S.

REV. 11-26-2018

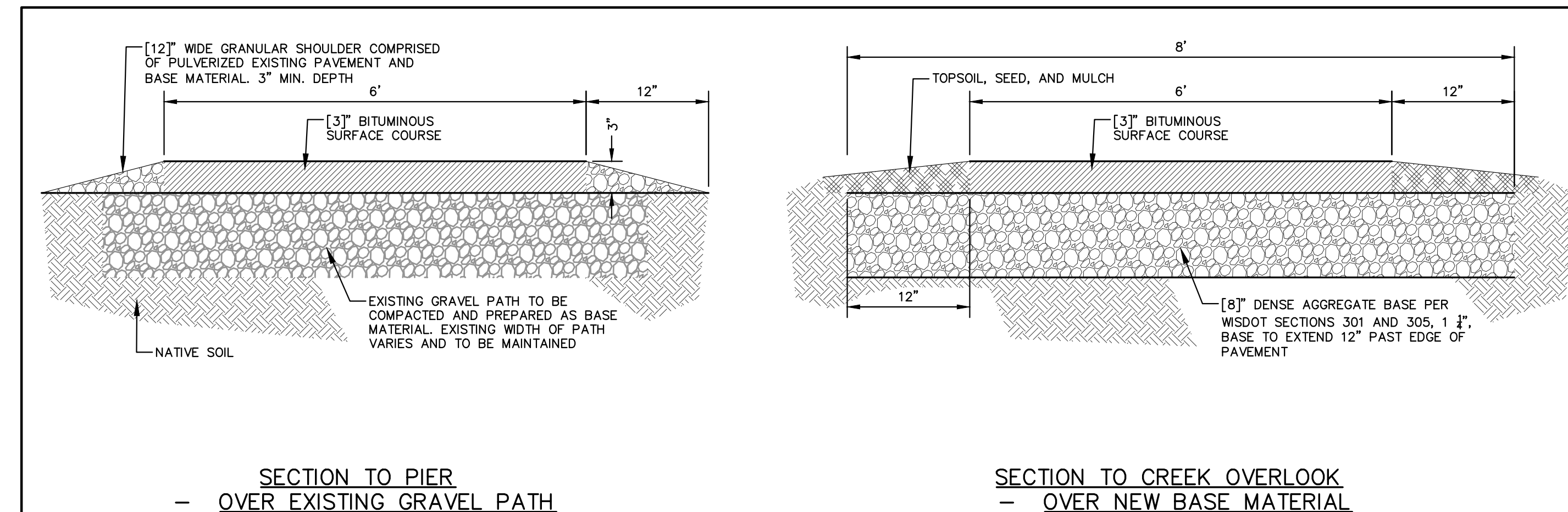


**ASPHALT PARKING LOT PAVEMENT SECTION**

**PAVEMENT SECTION - ASPHALT**

N.T.S.

1. WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, INCLUDING SUPPLEMENTAL SPECIFICATIONS, COMPACTION REQUIREMENTS:
  - BITUMINOUS CONCRETE: REFER TO SECTION 460-3.
  - BASE COURSE: REFER TO SECTION 301.3.4.2, STANDARD COMPACTION.
2. CONTRACTOR TO PULVERIZE EXISTING PARKING LOT AND PAVEMENT AND BASE MATERIAL AND RELAY AS BASE MATERIAL TO MEET FINISH GRADES OF PROPOSED PARKING LOT.



**SECTION TO PIER - OVER EXISTING GRAVEL PATH**

**SECTION TO CREEK OVERLOOK - OVER NEW BASE MATERIAL**

**ASPHALT PATH SECTIONS**

N.T.S.

**GENERAL NOTES:**

1. WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, INCLUDING SUPPLEMENTAL SPECIFICATIONS, COMPACTION REQUIREMENTS:
  - BITUMINOUS CONCRETE: REFER TO SECTION 460-3.
  - BASE COURSE: REFER TO SECTION 301.3.4.2, STANDARD COMPACTION.
2. EXISTING GRAVEL PATH TO SALMO POND OVERLOOK / PIER TO REMAIN IN PLACE, CONTRACTOR TO COMPACT AND PREPARE AS BASE MATERIAL FOR PROPOSED ASPHALT PATH SECTION.



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P. 608.848.5060

CLIENT:

**DANE COUNTY  
PARKS DEPARTMENT**

CLIENT ADDRESS:

**5201 FEN OAKS DRIVE ROOM 208  
MADISON, WI 53718**

PROJECT:

**SALMO POND  
PARKING LOT  
RECONSTRUCTION**

PROJECT LOCATION:

**CROSS PLAINS, WI  
DANE COUNTY**

PLAN MODIFICATIONS:

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Design/Drawn: JAW  
Approved: ACG

SHEET TITLE:  
**CONSTRUCTION DETAILS**

SHEET NUMBER:

**C7.0**

JSD PROJECT NO: 20-9722

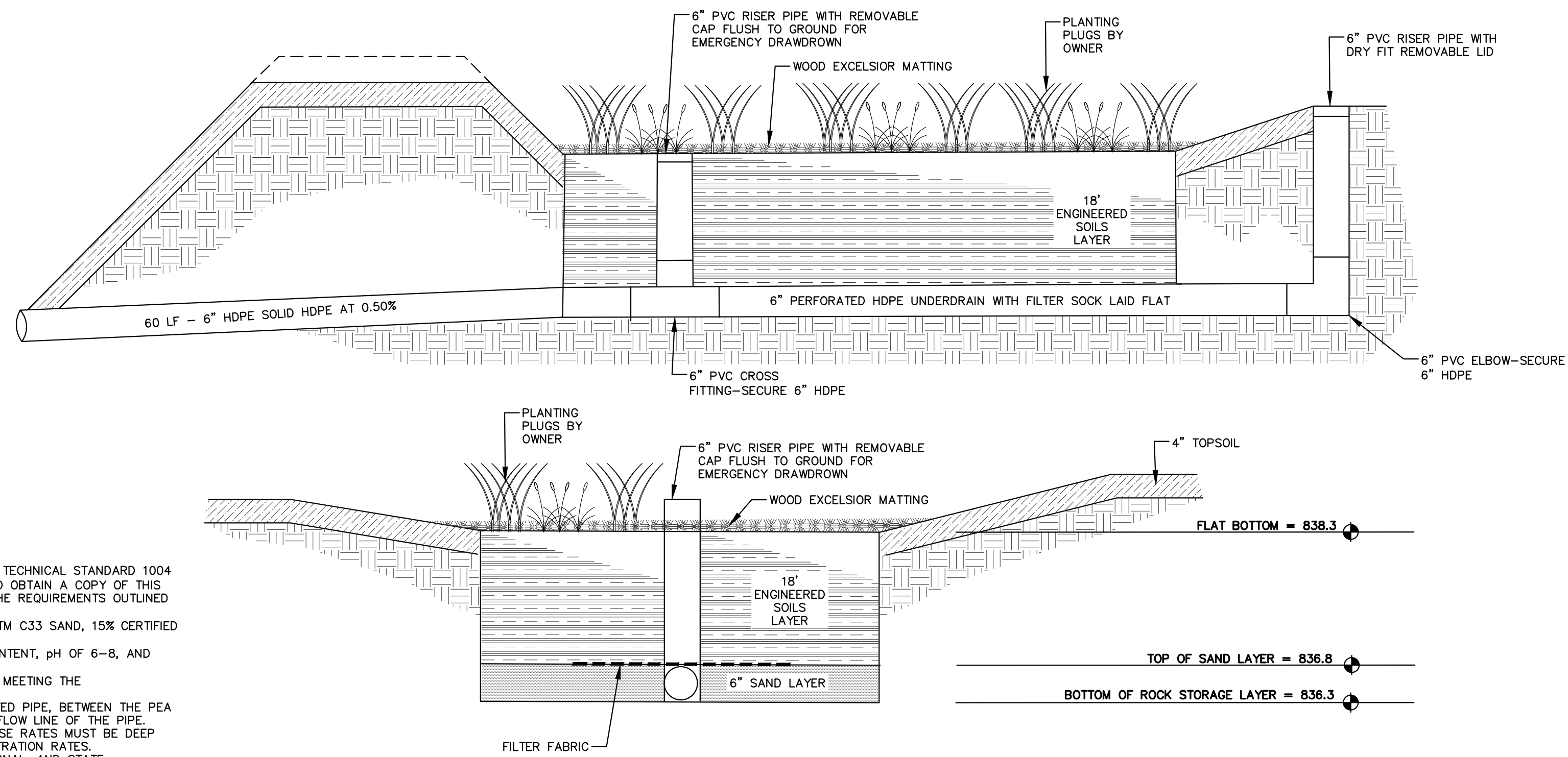
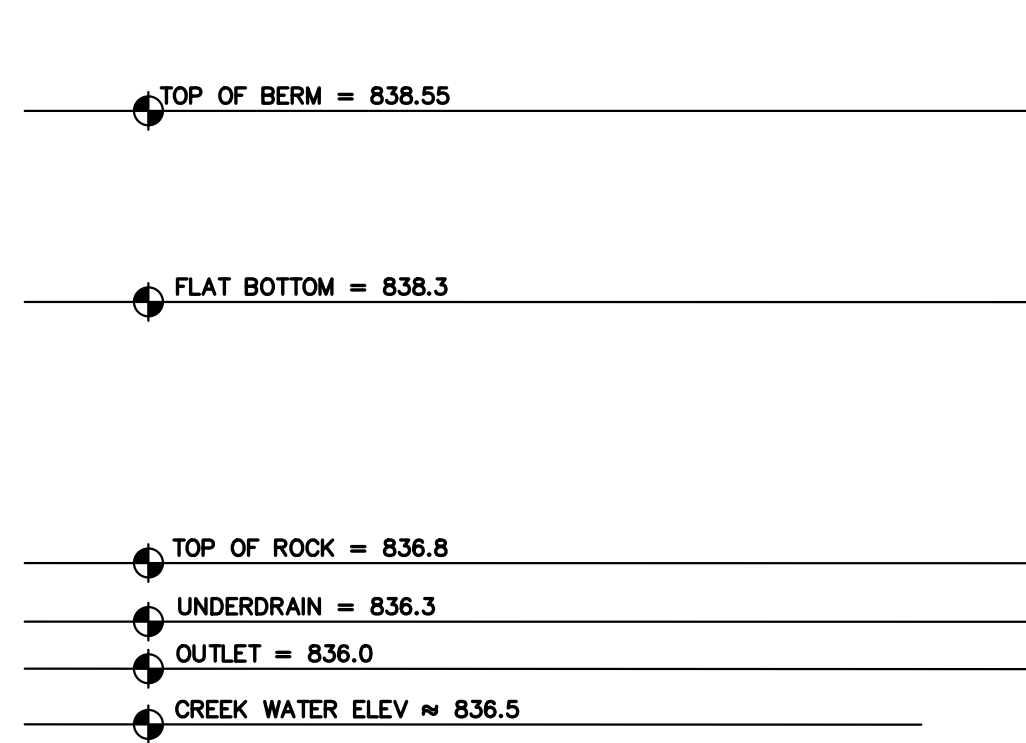
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**CONSTRUCTION DETAILS**

SHEET NUMBER:  
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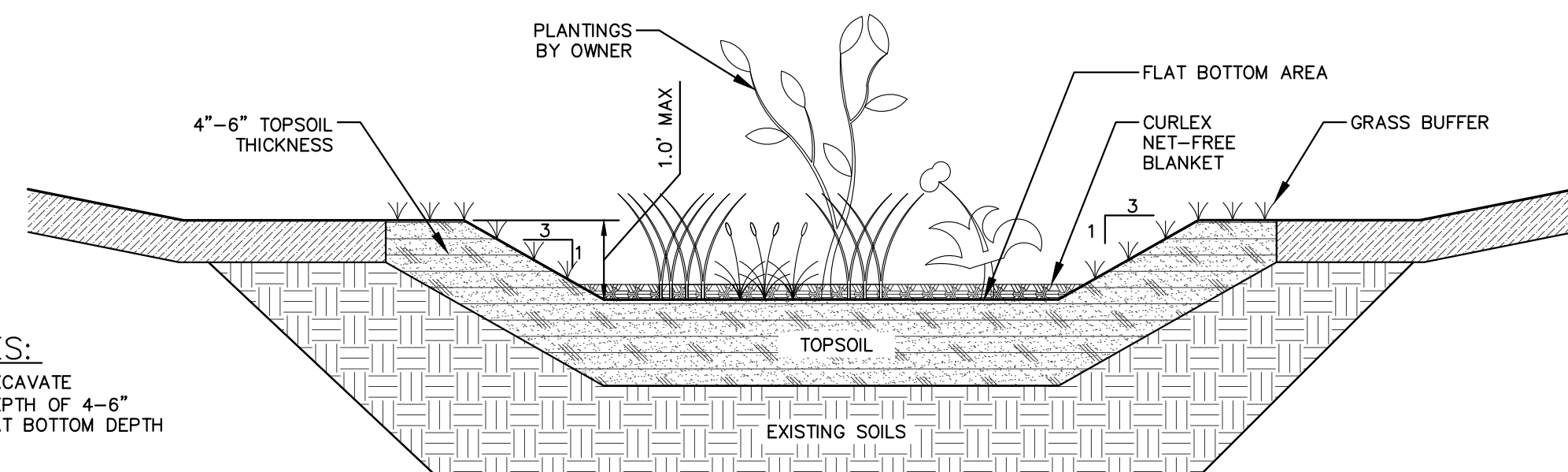


**BIORETENTION BASIN**

N.T.S.

**GENERAL NOTES:**

- ALL CONSTRUCTION PRACTICES SHALL MEET THE SPECIFICATIONS OF THE WDR TECHNICAL STANDARD 1004 - BIORETENTION FOR INFILTRATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THIS STANDARD AND CONSTRUCT THE BIORETENTION DEVICE IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED THEREIN.
- CONTRACTOR SHALL INSTALL 18" OF ENGINEERED SOIL CONSISTING OF: 85% ASTM C33 SAND, 15% CERTIFIED COMPOST (SEE GENERAL NOTE 3).
- CERTIFIED COMPOST SHALL CONSIST OF: >40% ORGANIC MATTER, <60% ASH CONTENT, pH OF 6-8, AND MOISTURE CONTENT OF 35-50% BY WEIGHT.
- SAND/GRAVEL STORAGE LAYER SHALL CONSIST OF SAND OR GRAVEL MATERIAL MEETING THE SPECIFICATIONS IN SECTION V.B.7 OF WDR TECHNICAL STANDARD 1004.
- FILTER FABRIC SHALL BE PLACED ABOVE AND ON THE SIDES OF THE PERFORATED PIPE, BETWEEN THE PEA GRAVEL AND THE ENGINEERED SOIL, A WIDTH OF 4 FEET CENTERED OVER THE FLOW LINE OF THE PIPE.
- RUNOFF MUST INFILTRATE WITHIN 24-HOURS. BASINS UNABLE TO MAINTAIN THESE RATES MUST BE DEEP TILLED, REGRADED, AND IF NECESSARY REPLANTED TO RESTORE ORIGINAL INFILTRATION RATES.
- ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH APPLICABLE LOCAL, REGIONAL, AND STATE STORMWATER STANDARDS FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER.



**STORMWATER DEPRESSION**

N.T.S.

**CONSTRUCTION NOTES:**

- CONTRACTOR SHALL OVER EXCAVATE DEPRESSION TO A MINIMUM DEPTH OF 4-6" BELOW FINISH GRADE AND FLAT BOTTOM DEPTH OF STORMWATER DEPRESSION.
- THE STORMWATER DEPRESSION SUBBASE SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF TOPSOIL MATERIAL.
- CONTRACTOR SHALL USE CONSTRUCTION MEANS AS NOT TO COMPACT STORMWATER AREAS.
- THE STORMWATER DEPRESSION WORKING DEPTH SHALL BE DEFINED ON GRADING DETAIL PLAN SHEET AS ESTABLISHED BY ENGINEER.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER CONSTRUCTION PRACTICES HAVE BEEN UTILIZED AND THAT STORMWATER MANAGEMENT FEATURES HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH APPROVED DESIGN PLANS. JSD PROFESSIONAL SERVICES, INC. (JSD) SHALL NOT BE LIABLE FOR ANY CONSTRUCTION PRACTICES OR INSTALLATION WHICH DEVIATES FROM THE APPROVED PLAN SET. ONCE THE OWNER HAS PROVIDED FINAL APPROVAL TO THE WORK PERFORMED BY THE CONTRACTOR AND ENSURED COMPLIANCE WITH THE PLAN, IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN STORMWATER MANAGEMENT FEATURES IN ACCORDANCE WITH THE RECORDED MAINTENANCE AGREEMENT. PROPER OPERATION IS DEPENDENT ON A MULTITUDE OF VARIABLES INCLUDING WEATHER. THESE COMPONENTS REQUIRE ONGOING MAINTENANCE FOR WHICH THE OWNER IS RESPONSIBLE. JSD TAKES NO RESPONSIBILITY FOR PROPER OPERATION OF THE WATER QUALITY COMPONENTS.