



RFB NO. 322016-  
Rebid

# CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF ADMINISTRATION

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

**REQUEST FOR BIDS NO. 322016 - REBID**  
**WALKING IRON WETLAND RESTORATION**  
**WALKING IRON COUNTY PARK**  
**10704 AMENDA ROAD**  
**MAZOMANIE, WISCONSIN**

**ISSUED FOR BIDS: JULY 26, 2022**

Due Date / Time: **TUESDAY, AUGUST 23, 2022 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

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

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- 201 - Mobilization
- 202 - Site Prep
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- 204 - Site Prep
- 205 - Constructed Topography
- 301 - Water Control Structure
- 303 - Culvert & Pipe Installation
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**DRAWINGS**

Plot drawings on 11" x 17" (ANSI B paper for correct scale or size.

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INVITATION TO BID

**LEGAL NOTICE**

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

**2:00 P.M., TUESDAY, AUGUST 23, 2022**

**RFB NO. 322016 - REBID**

**WALKING IRON WETLAND RESTORATION**

**WALKING IRON COUNTY PARK**

**10704 AMENDA ROAD MAZOMANIE, WI**

Dane County is inviting Bids for construction services for wetland restoration. 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 26, 2022** from [bids-pwht.countyofdane.com](https://bids-pwht.countyofdane.com). Call Ryan Shore, Project Mgr., 608/445-0109, or our office, 608/266-4018, with any questions.

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

Pre-bid site tour will be August 10, 2022 at 10:00 a.m. at the site. Bidders are strongly encouraged to attend.

**PUBLISH:     JULY 26 & AUGUST 2, 2022 - WISCONSIN STATE JOURNAL**  
**JULY 27 & AUGUST 3, 2022 - 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 August 10, 2022 at 10:00 a.m. at 10704 Amenda Road, Mazomanie. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.
- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

**2. DRAWINGS AND SPECIFICATIONS**

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

### **3. INTERPRETATION**

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

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

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
  - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
  - 2. Maintains permanent place of business.
  - 3. Can be bonded for terms of proposed Contract.
  - 4. Contractor and subcontractors shall meet all applicable Best Value Contractor requirements.
  - 5. Has record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
    - a. Completed contracts in accordance with drawings and specifications.
    - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
    - c. Fulfilled guarantee requirements of construction documents.
    - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.
    - e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its

registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.

- B. County's Public Works Project Manager will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Manager or designee all such information and data for this purpose as County's Public Works Project Manager may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

## **5. BID GUARANTEE**

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

## **6. WITHDRAWAL OF BIDS**

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

## **7. CONTRACT FORM**

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

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

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

## 9. EMERGING SMALL BUSINESS PROVISIONS

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

- F. **ESB Listing.** Bidders may solicit bids from *Dane County Targeted Business Directory* by going to this website. Do not click as a link; copy & paste address into a web browser.  
<https://equity.countyofdane.com/documents/PDFs/Targeted-Business-Directory.xlsx>
- G. **DBE Listing.** Bidders may also solicit bids from *State of Wisconsin DOT Disadvantaged Business Enterprise Unified Certification Program (DBE / UCP) Directory* by going to this website. These are not only transportation-related designers & contractors. Do not click as a link; copy & paste address into a web browser.  
<https://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. Not Applicable.

#### **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. Furnish water control structure and inlet / discharge pipe

#### **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**

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

**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. 322016 - REBID**  
**PROJECT: WALKING IRON WETLAND RESTORATION**  
**WALKING IRON COUNTY PARK**

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

**NOTE: WISCONSIN STATUTE 77.54 (9M) ALLOWS FOR NO SALES & USE TAX ON THE PURCHASE OF MATERIALS FOR COUNTY PUBLIC WORKS PROJECTS. THIS DOES NOT APPLY TO HIGHWAYS, STREETS AND ROADS PROJECTS.**

**BASE BID - LUMP SUM:**

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

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

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

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 1, 2023. Assuming this Work can be started by October 15, 2022, what dates can you commence and complete this job?

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



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

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

Select one of the following:

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

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

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

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

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

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

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

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

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

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

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

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

END OF SECTION

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

**BID CHECK LIST:**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Bid Form                     | <input type="checkbox"/> Bid Bond                           |
| <input type="checkbox"/> Proposed Subcontractors Form | <input type="checkbox"/> 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: 322016 - Rebid

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 & PHONE NO.	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. 322016 - Rebid

Authority: 2022 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 Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Wetland Restoration at Walking Iron 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 Ducks Unlimited & USFWS (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.

2. The term of this Contract shall commence when fully executed by the parties. The CONTRACTOR shall commence the Work by \_\_\_\_\_. The Work's substantial completion date shall be \_\_\_\_\_. Failure to meet commence work or substantial completion dates on the Work as set forth herein is grounds for termination of the Contract and other remedies as set forth in the General Conditions of Contract incorporated herein.

3. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the General Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the General Conditions of Contract.

4. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

5. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Specialist in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) business days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Office of Equity & Inclusion, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

6. During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer".

7. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Specialist as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.

8. The intent of this Contract is to be a Contract solely between the parties hereto and for their benefit only. Do not construe any part of this Contract to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of the parties.

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

10. CONTRACTOR must be qualified as a Best Value Contractor or have proven their exemption with Dane County Public Works Engineering Division before Bid Due Date / Time. All contractors and subcontractors must be qualified as a Best Value Contractor or have proven their exemption to perform any work under this Contract.

11. This Contract, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Contract and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or

not each party made such reproduction in the regular course of business. This term does not apply to the service of notices under this Contract.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

\* \* \* \* \*

**FOR CONTRACTOR:**

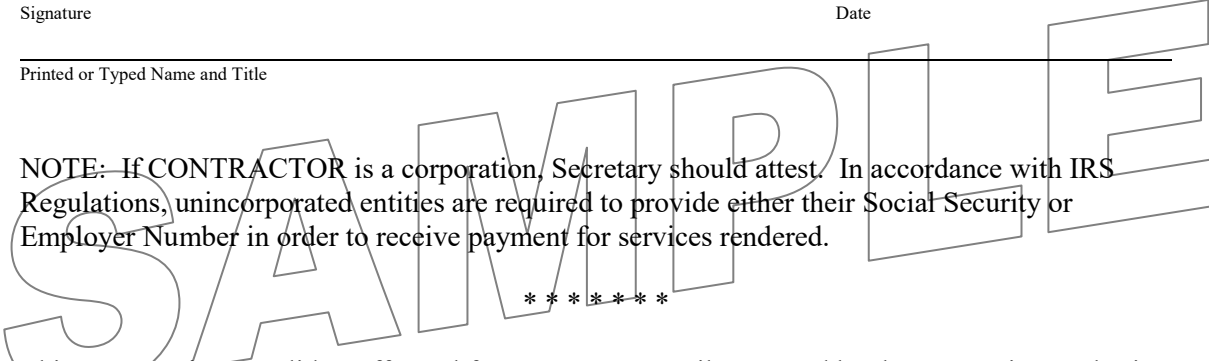
\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

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

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.



\* \* \* \* \*

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Public Works Director.

**FOR COUNTY:**

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

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

SAMPLE



# 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® Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

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

**OWNER:**

*(Name, legal status and address)*

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

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

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

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

- A. 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.

## **8. MATERIALS AND WORKMANSHIP**

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

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

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

## **10. “OR EQUAL” CLAUSE**

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.
- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
  - 1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship,

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

## **11. PATENTS AND ROYALTIES**

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

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

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.

- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor does not need to pay State and local sales & use taxes on building materials that become part of local unit government facilities. See Wisconsin Statute 77.54 (9m). This does not include materials for highways, streets or roads. Contractor shall pay any other Sales, Consumer, Use & other similar taxes or fees required by law.
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall pay charges for water, sewer and other utility connections made by municipalities where required by Specifications.

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

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



#### **14. WEATHER CONDITIONS**

- A. In event of temporary suspension of work, or during inclement weather, or whenever Architect / Engineer shall direct, Contractor shall, and shall cause subcontractors to protect carefully all work and materials against damage or injury from weather. If, in opinion of Architect / Engineer or Department, any work or materials that have been damaged or injured due to failure on part of Contractor or any subcontractors so to protect the Work, such materials shall be removed and replaced at expense of Contractor.

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

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

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

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

## 17. REPORTS, RECORDS AND DATA

- A. Contractor shall submit to Architect / Engineer and Public Works Project Manager such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, invoices, records and other data as either may request concerning work performed or to be performed under this Contract.

## 18. CHANGES IN THE WORK

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

- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work when Contractor is authorized in writing by Public Works Project Manager to proceed.

## **19. EXTRAS**

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

## **20. TIME FOR COMPLETION**

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

## **21. CORRECTION OF WORK**

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

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

- A. If Contractor encounters subsurface or latent conditions at site materially differing from those shown on Drawings or indicated in Specifications, Contractor shall immediately give notice to Architect / Engineer and Public Works Project Manager of such conditions before they are disturbed. Architect / Engineer will thereupon promptly investigate conditions, and if Architect / Engineer finds that they materially differ from those shown on Drawings or indicated in Specifications, Architect / Engineer will at once make such changes as necessary,

any increase or decrease of cost resulting from such changes to be adjusted in manner provided in above Article 18 entitled "Changes in the Work".

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

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

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

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

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

## **25. PAYMENTS TO CONTRACTOR**

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

- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.
- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.
- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of Administration - Public Works Engineering Division shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County.

## **26. WITHHOLDING OF PAYMENTS**

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

- D. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

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

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

## **28. PAYMENTS BY CONTRACTOR**

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

## **29. CONTRACT SECURITY**

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

## **30. ASSIGNMENTS**

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

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

- A. If, through acts of neglect on part of Contractor or any subcontractor shall suffer loss or damage on the Work, Contractor agrees to settle with such subcontractor by agreement or arbitration if such other subcontractor will so settle. If such subcontractor shall assert any

claim against County on account of any damage alleged to have been sustained, Department shall notify Contractor, who shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives against any such claim.

### **32. SEPARATE CONTRACTS**

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

### **33. SUBCONTRACTS**

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

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



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

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

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

### **36. STATED ALLOWANCES**

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

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

- A. Whenever estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of Construction Documents, they are given for use in comparing bids and right is especially reserved to increase or diminish them as they may be deemed reasonably necessary or desirable by Department to complete the Work included in this Contract, and cost for such increase or diminution shall be adjusted in manner provided for in General Conditions of Contract Article 18 entitled “Changes in the Work”.

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

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

### **39. GENERAL GUARANTEE**

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

### **40. CONFLICTING CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

#### **46. CLAIMS**

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

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

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

#### 48. INSURANCE

A. Contractor Carried Insurance:

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

hired automobiles for limits of not less than \$1,000,000 each accident single limit, bodily injury and property damage combined with excess coverage over and above general liability in amount not less than \$5,000,000.

- e) Contractor shall either:
  - 1) Require each subcontractor to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or
  - 2) Insure activities of subcontractors in Contractor's own policy.
- 4. Scope of Insurance and Special Hazards: Insurance required under Article 50.A.2 & 50.A.3. hereof shall provide adequate protection for Contractor and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.
- 5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager."

B. Builder's Risk:

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

C. Indemnification / Hold Harmless:

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

- b) Giving of or failure to give directions or instruction by Architect / Engineer, its agents or employees provided such giving or failure to give is primary cause of injury or damage.
- 4. Dane County shall not be liable to Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

**49. WISCONSIN LAW CONTROLLING**

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


END OF SECTION

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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



## AIA Document G702™ – 1992

**Application and Certificate for Payment**

TO OWNER:	PROJECT:	APPLICATION NO:	<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)*

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>

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.



 **AIA** 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				
<p style="font-size: 48px; opacity: 0.2; transform: rotate(-30deg); pointer-events: none;">Sample</p>								
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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**END OF SECTION**

SAMPLE ONLY -  
NOT FOR  
SUBMITTAL

SECTION 00 73 00

BEST VALUE CONTRACTING

**1. CONTRACTORS / LICENSURE APPLICANTS**

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

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

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

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

**2. EXEMPTIONS TO QUALIFICATION**

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

**3. APPLICATION QUESTIONS**

NO.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also qualified with the County or become so ten (10) or more days before beginning any work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Does your firm 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, attach a statement explaining the nature of the firm relationship.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
14	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
15	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
16	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
17	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.
18	Does the Wisconsin Bureau of Apprenticeship Standards determine your firm an active Wisconsin Trade Trainer as?	Yes: <input type="checkbox"/>	No: <input type="checkbox"/> If Yes, attach details.

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

**4. APPRENTICEABLE TRADES:**

- Bricklayer
- Boilermaker
- Carpenter
- Cement Mason (Concrete Finisher)
- Cement Mason (Heavy Highway)
- Construction Craft Laborer
- Data Communications Installer
- Electrician
- Elevator Mechanic / Technician
- Environmental Systems Technician / HVAC Service Technician / HVAC Install & Service
- Glazier
- Heavy Equipment Operator / Operating Engineer
- Insulation Worker (Heat & Frost)
- Iron Worker (Assembler, Metal Buildings)
- Painter / Decorator
- Plasterer
- Plumber
- Roofer / 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 wetland restoration
- B. Work by Owner: Not applicable.
- C. Permits: By Owner/DU/USFWS.
- D. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy. Provide Public Works Project Manager with copies of all permits.
- E. 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 Contractors or Subcontractors and access by Owner.

1.4 APPLICATIONS FOR PAYMENT

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



## 1.5 CHANGE PROCEDURES

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

## 1.6 ALTERNATES

- A. 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. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings.
- D. Refer to Drawings for recommended work sequence and duration.
- E. Contractor shall provide Public Works Project Manager with work plan that ensures the Work's completion within required time & schedule.
- F. Public Works Project Manager may choose to photograph or videotape site or workers as the Work progresses.

## 1.9 CUTTING AND PATCHING

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

- D. Refinish surfaces to match adjacent finishes.

#### 1.10 CONFERENCES

- A. Project shall have pre-bid conference; see Instructions to Bidders.
- B. Owner will schedule preconstruction conference after Award of Contract for all affected parties.
- C. Contractor shall submit Construction Schedule at pre-construction meeting.
- D. When required in individual Specification section, convene pre-installation conference at project site prior to commencing work of Section.

#### 1.11 PROGRESS MEETINGS

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

#### 1.12 JOB SITE ADMINISTRATION

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

- C. Engineer, Consultant shall have representative on site regularly, during progress of the Work.

#### 1.13 SUBMITTAL PROCEDURES

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

#### 1.14 PROPOSED PRODUCTS LIST

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

#### 1.15 SHOP DRAWINGS

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

#### 1.16 PRODUCT DATA

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

#### 1.17 SAMPLES

- A. 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.

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

- A. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area and so as to cause least possible interference with normal operation of facility or any essential service thereof.
- B. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- C. Contractor shall provide adequate protection for all parts of facility, its contents and occupants wherever the Work under this Contract is to be performed.
- D. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., and at such times as will not cause interruption of utility services to facility. Contractor doing this work shall protect, cap, cut off and / or replace and relocate existing pipes, electrical work and other active utilities encountered which may interfere with new construction work.
- E. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
  - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
  - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.
  - 3. If removal of work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished or materials replaced as necessary to make continuous work uniform and harmonious.
- F. Contractor is responsible for providing & maintaining temporary toilet facilities.
- G. Owner reserves right at any time to dismiss from premises any Contractor or construction personnel that do not uphold requirements of this Section.
- H. 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.

## 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.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT, DISPOSAL & RECYCLING

#### PART 1 GENERAL

##### 1.1 SUMMARY

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

##### 1.2 WASTE MANAGEMENT GOALS

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

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

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

##### 1.4 WASTE MANAGEMENT PLAN

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

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

#### 1.5 REUSE

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

#### 1.6 RECYCLING

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

#### 1.7 MATERIALS SORTING AND STORAGE ON SITE

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

#### 1.8 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Refer to [landfill.countyofdane.com/services/construction](http://landfill.countyofdane.com/services/construction) for information on Dane County Construction & Demolition Recycling Facility.
- B. Web site [landfill.countyofdane.com/recycle-locations](http://landfill.countyofdane.com/recycle-locations) lists current information for Dane County Recycling Markets. Contractors can also contact Allison 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: _____

**STANDARD CONSTRUCTION SPECIFICATIONS  
FOR WETLAND RESTORATION**



**DUCKS UNLIMITED**

**GREAT LAKES/ATLANTIC REGIONAL OFFICE**

**SPECIAL PROVISIONS**

ALL MATERIALS FOR WATER CONTROL STRUCTURE AND PIPES HAVE ALREADY BEEN PURCHASED BY USFWS. CONTRACTOR WILL ONLY BE BIDDING ON INSTALLATION.

## **201 MOBILIZATION**

### **201.10 DESCRIPTION**

The work shall include the supply of all labor, material and equipment to transport all needed labor, material and equipment to and from a project site to successfully complete that project as shown on the plans or described by the Engineer. When work consists of construction in a number of different locations at a given project site, mobilization shall include the transportation of the required labor, material and equipment between the various locations at the project site.

### **201.20 METHOD**

The Contractor shall conduct all mobilization operations in a timely orderly, manner. Unless otherwise approved by the Engineer, mobilization operations shall commence no later than one week after the pre-construction meeting. Mobilization shall commence no later than one week after project completion and be finished within two weeks of project completion. During all operations, the Contractor is responsible for maintaining public and private property in original condition.

### **201.30 METHOD OF MEASUREMENT**

Mobilization shall be included in the Lump Sum Bid

## **202 SITE PREPARATION**

### **202.10 DESCRIPTION**

This specification shall cover the supply of all labor, materials, and equipment required for clearing and grubbing, and site preparation. The work shall include:

- a) Removal from site and disposal of all trees, roots, brush, stone, rubbish and all other surface litter in designated areas by burying or burning.
- b) Coordination of necessary clearing and grubbing operations to allow timely completion of construction staking of a project.
- c) Grubbing to remove grass and debris.
- d) Stripping of six (6) inches of topsoil and re-spreading after construction is completed, unless otherwise specified on the plans.
- e) Final cleanup of the site prior to demobilization will require the spreading and shaping of all materials stockpiled or moved to facilitate construction including but not limited to vegetative material.

### **202.20 CONSTRUCTION METHODS**

Clearing shall consist of the cutting, removing, disposal and cleaning up of all timber, brush and fallen timber, stumps, shrubs, and rubbish. Trees and shrubs designated for preservation shall be marked and protected from scoring, barking or other injury during construction operations.

Grubbing shall consist of the removal and disposal of all roots, stumps, imbedded logs or objectionable debris to a depth of not less than twelve (12) inches below the original ground surface. Where no trees or brush exist, grubbing shall consist of removal of grass and debris prior to placement of fill material.



Topsoil stripping and stockpiling shall be performed for the footprint of all embankments and at the surface area of all pothole and channel excavations. Unless otherwise specified, upon completion of the construction, the stockpiled material shall be spread and finished to a reasonably smooth surface.

Trees, logs, stumps, brush and other debris shall be burned and buried or disposed of in areas designated by the Engineer. Areas such as borrows, pits, and excavations so designated shall be left in a neat and finished appearance free from debris. All materials disposed of shall be covered with clean fill and leveled in such a way as to promote drainage.

### **202.30 METHOD OF MEASUREMENT**

Site preparation shall be included in the Lump Sum Bid and shall be considered incidental to the excavation, embankment, structure, and piping operations, and no measurement shall be made.

## **203 EXCAVATION**

### **203.10 DESCRIPTION**

This specification shall cover the supply of all labor, materials, and equipment required for the excavation, hauling and spreading of materials from within the limits of the cut area as shown on the plans, including but not limited to, excavation of designated areas; peninsula cutoffs; pothole and dugout construction; and key trench construction. The work shall include control of water during excavation, the shaping of slopes to the lines and grades shown on the drawings and the disposal of materials within designated areas. Unless otherwise specified, all material to be excavated shall be considered unclassified regardless of their nature or the manner in which they are removed.

### **203.20 CONSTRUCTION METHODS**

#### **203.21 SITE PREPARATION**

Prior to any excavation, sites shall be cleared and grubbed with topsoil removed in accordance with the specification for **SITE PREPARATION**. Material cleared and grubbed shall be disposed of per the Engineer's directions. Topsoil removed shall be stockpiled and later re-spread on those areas at a thickness of six (6) inches, unless otherwise specified.

#### **203.22 EXCAVATION**

Excavation shall mean the removal of all materials encountered within the limits of excavation as shown on the drawings or as staked by the Engineer. Excavation shall be performed in as nearly a continuous operation as possible, trimmed and leveled to conform to the required lines, grades and tolerances. Areas over-excavated shall be replaced with suitable materials compacted to a density at least equal to that of the in-situ material or to the satisfaction of the Engineer.

Suitable material excavated from the excavation areas shown on the plans shall be used in any embankments called for on the plans. This shall include areas stripped of topsoil or unsuitable material that need to be backfilled with suitable material or key trenches. Placement of these embankments or backfills shall be done in accordance with the specification for **EMBANKMENT CONSTRUCTION**.

Excavated material unsuitable for embankments shall be deposited in locations shown on the plans or as directed by the Engineer. Unsuitable excavated materials shall be deposited as uniformly and continuously as possible in successive layers. No specific compaction will be required but where the material is placed with equipment other than tractor scrapers, blading and leveling is required to minimize voids. The fill shall be leveled upon completion to conform to lines and grades and enable the area to be seeded.

Rock excavation operations shall be controlled by the Contractor to produce the size gradations specified for other parts of the work, if the rock is designated by the Engineer as suitable for use.

**203.23 DISPOSAL OF WASTE MATERIALS**

All surplus or unsuitable excavated materials designated as waste by the Engineer shall be disposed of at the locations shown on the plans or as directed by the Engineer.

**203.24 CONTROL OF SURFACE AND SUBSURFACE WATER**

The Contractor is responsible for control of surface water, subsurface water, and drainage during the construction period. All temporary fills, crossings, and culverts necessary to promote drainage during construction will be installed and removed at the Contractor's expense prior to acceptance of the work. Any claims arising from upstream or downstream damages as a result of the construction or failure of these temporary works will be the Contractor's responsibility.

It is the responsibility of the Contractor to control the surface and sub-surface water and drainage in any excavation area, dewatering placement area and borrow area. Should material quality lessen through inadequate drainage, the Contractor may be directed by the Engineer to construct drainage facilities or develop an alternate borrow area at the Contractor's expense.

**203.30 METHOD OF MEASUREMENT**

Excavation shall be considered incidental to the embankment, structure, and piping operations, and no measurement shall be made.

**204 EMBANKMENT CONSTRUCTION****204.10 DESCRIPTION**

The work shall include the supply of all labor, material and equipment required to complete the construction of key trenches, dams, dikes, berms, levees or roadway embankments as shown on the plans and as staked in the field. The work shall include:

- a) Excavation of suitable materials from borrows or excavations.
- b) Placement of materials from designated borrow areas or excavation into embankments such as dams, dikes, berms, levees or roadways.
- c) Leveling and trimming of embankments and borrow areas.

**204.20 CONSTRUCTION METHODS****204.21 SITE PREPARATION**

Prior to any embankment or key trench construction, sites shall be cleared and grubbed with topsoil removed in accordance with the specification for **SITE PREPARATION**. Material cleared and grubbed shall be disposed of per the Engineer's directions. Topsoil removed shall be stockpiled and later re-spread on those areas at a thickness of six (6) inches, unless otherwise specified.

**204.22 FILL MATERIAL**

Unless otherwise specified, all material shall be placed in loose lifts of not more than eight (8) inches thickness and shall be compacted by suitable compaction equipment to a minimum of 95% of maximum density as determined by the Standard Proctor Method ASTM D698. Moisture content shall be in the range of -1% to +3% of optimum moisture content.

**204.23 KEY TRENCH CONSTRUCTION**

The Contractor shall not commence key trench construction until such work as specified in the specification for **SITE PREPARATION** has been completed to the satisfaction of the Engineer.

Where specified on the plans, the key trench excavation shall be made to the lines and grades shown on the drawings but may be altered during construction upon the direction of the Engineer to adjust for variation in soil conditions. Excavated material, if acceptable in quality to the Engineer, may be stockpiled for use in site preparation or embankment construction. Unacceptable materials shall be disposed of by placing into designated areas. The key trench completed to the original ground surface elevation shall be rough leveled prior to commencing embankment construction.

#### 204.24      EMBANKMENT CONSTRUCTION

The Contractor shall not commence embankment construction until such work as specified in the specification for **SITE PREPARATION** and the key trench, where specified, has been completed to the satisfaction of the Engineer.

Embankment material excavated from ditches/borrows with tractor-scraper units shall be placed in successive layers across the entire width of the embankment. Each layer must be spread as deposited longitudinally along the embankment with each layer not exceeding eight (8) inches in thickness. With the Engineer's approval, the initial layer may be increased in thickness in wet areas to provide a working pad capable of supporting the hauling equipment. The embankment at all times must be maintained in a reasonably level condition and hauling equipment shall be directed over the full width of each layer to facilitate uniform compaction.

Where embankment material is excavated with bucket equipment from ditches or borrow, it shall be deposited into the embankment within reach of the equipment. To prevent berm failure, stock piling on berms will not be permitted. Materials shall be placed and spread in layers with each layer after spreading not to exceed eight (8) inches in thickness.

All embankments will be construction staked to final grade elevations shown on the drawings. Embankments shall be brought to these elevations using embankment material graded to a tolerance of +/-0.1 feet. Topsoil or riprap materials are to be placed on top of embankment construction. Topsoil depths shall be six (6) inches, unless otherwise specified, while riprap depths shall be as specified on the drawings. All embankment construction must be as continuous as possible and the fill maintained such that drainage is assured at all times.

Should fill settlement occur during the construction of the embankment and within seven days of substantial completion, and prior to acceptance of the work, additional material shall be placed and trimmed to achieve final grade by the Contractor at his own expense. After embankments have been constructed to grade, they shall be leveled and trimmed to conform to the lines, grades and cross-sections shown on the plans and/or as staked. Acceptance of finished embankment may be made progressively during the course of construction upon the request of the Contractor. A completed embankment once accepted by the Engineer shall not be used by the Contractor for haulage, access or other purposes without the consent of the Engineer.

#### 204.25      TRIMMING

The crest, side slopes and berms of the embankment shall be leveled and trimmed to conform to the lines and grades shown on the drawings. The crest shall be constructed to the elevation shown on the plans prior to acceptance of the work. Acceptance of the finished embankment may be made progressively during the course of construction upon the request of the Contractor. Once accepted by the Engineer, the Contractor shall not use a completed embankment for haulage, access or other purposes.

#### 204.26      HAUL ROADS AND BORROW AREAS

The construction, maintenance and removal of all haul roads from the borrow areas shall be the responsibility of the Contractor and be considered incidental to the work. Borrow areas shall be maintained during construction in a graded condition such that drainage is assured and that operations can resume quickly after precipitation periods. The maximum depth of any borrow area inside wetland units shall be three (3) feet unless otherwise specified on the

plans. Following completion of the work, borrows are to be left in a graded condition acceptable to the Engineer and all haul roads, access roads and temporary crossings are to be removed.

### 204.27 CONTROL OF SURFACE AND SUBSURFACE WATER

The Contractor is responsible for control of surface water, subsurface water, and drainage during the construction period. All temporary fills, crossings, and culverts necessary to promote drainage during construction will be installed and removed at the Contractor's expense prior to acceptance of the work.

## 303 CULVERT AND PIPE INSTALLATION

### 303.10 DESCRIPTION

The work of this section shall include the supply of all labor, materials and equipment required to complete the installation of all culverts with associated earthwork called for on the drawings and/or specified herein.

This work shall consist of excavation; cofferdams and dewatering; preparing the bed for the pipe; assembly of the pipe sections, installation of pipe sections; and backfill and compacting to the lines and grades shown on the drawings, as specified.

### 303.20 MATERIALS

#### 303.21 SUPPLY OF MATERIALS

Unless otherwise specified, the Contractor will supply all materials necessary to complete the installation as shown on the plans or recommended by the material manufacturer.

All culverts and inlet and outlet pipes shall be of the diameter and length as shown on the plans. The pipe shall match the material and coating of the base riser unless otherwise specified on the plans. Unless otherwise specified, the pipe shall adhere to the aluminum corrugated metal specification as listed below. All materials supplied by the Contractor shall be subject to inspection by the Engineer.

The following specifications for each material type shall be adhered to.

- I) Aluminum corrugated metal pipe. The minimum acceptable series for aluminum CMP shall be 3000 Series. The material shall meet the requirements of AASHTO M197.
  - a) Pipe shall be close riveted or of a "lock seam" construction. Unless otherwise specified all pipes shall have a 2-2/3" x 1/2" corrugation. The gauge of the pipe shall be as follows unless otherwise specified on the plans:

Pipe Diameter	2-2/3" x 1/2" Corrugations Metal Thickness	3" x 1" Corrugations Metal Thickness
12"-21"	14	NA
24"-36"	12	14
42"-54"	10	12
60"-96"	8	10

- b) All welds shall be 3/16" fillets unless otherwise specified on the plans and shall conform to the Welded Joint Requirements of the latest edition of the AISC Manual. All bolted connections shall utilize stainless steel bolts, nuts, and washers, grade 18-8 or 304 or better.
  - 2) Steel corrugated metal pipe. Where stated as acceptable on the plans, all steel CMP shall be made of galvanized or aluminized Type II steel. Galvanized steel corrugated metal pipe shall meet the composition requirements of AASHTO M218. The aluminized Type II steel shall conform to the requirements of AASHTO M274.

- a) Pipe shall be close riveted or of a "lock seam" construction. Unless otherwise specified all pipes shall have a 2 2/3" x 1/2" corrugation. The gauge of the pipe shall be as follows unless otherwise specified on the plans:

Pipe Diameter	2-2/3" x 1/2" Corrugations Metal Thickness	3" x 1" Corrugations Metal Thickness
12"-21"	16	NA
24"-36"	14	16
42"-54"	12	14
60"-96"	10	12

- b) Pipe made of galvanized or aluminized Type II steel shall be coated. This coating shall be a double bituminous coating (dipped or sprayed), or a 10 mil polymeric film laminate. The coatings shall be applied to both the inside and outside of the pipe. The bituminous coating shall be of double thickness and be in accordance with AASHTO M190 Type "A" Standard Specification. All spray coatings shall conform to AASHTO M243.
- c) All welds shall be 3/16" fillets unless otherwise specified on the plans and shall conform to the Welded Joint Requirements of the latest edition of the AISC Manual.
- 3) Unless otherwise specified, all corrugated metal pipe connections shall be made utilizing the flange coupler as shown on the plans.
- 4) Where called for the plans, annular connecting bands shall be the same material and have the same coating, corrugations, and gauge as specified for the pipe that is to be connected.
- a) The connecting bands shall be either 24" in width or have a minimum of nine (9) corrugations. The minimum circumferential overlap shall be six (6) inches. If helical pipe is used, a minimum of four (4) re-rolled annular corrugations shall be formed to allow the use of the annular overlapping connecting bands.
- b) To provide for a watertight joint, a closed cell expanded gasket shall be used in conjunction with connecting band. The gasket shall be at least 24" in width, 3/8" thick, with an unstretched diameter ten (10) percent less than nominal pipe size and shall comply with ASTM D1056, Grade SCE-43. Mastic shall be placed on each side of the gasket.
- c) The binders for the connecting bands will consist of a minimum of 6 rods and tank lugs, three (3) per side, in accordance with the plans. The minimum rod diameter shall be 7/16" with 1/2" threads. All rods and lugs shall be stainless steel, grade 18-8 or 304 or better.
- 5) High Density Polyethylene (HOPE) Pipe. Where stated as acceptable on the plans, watertight HOPE pipe shall have a smooth interior and annular exterior corrugations. The pipe shall be approved by the Engineer and shall be of the length shown on the Plans.
- a) The material shall meet the requirements of ASTM D3350 with a minimum cell classification 335420C.
- b) The pipe shall incorporate a gasketed bell and spigot design. The gasket shall meet the requirements of ASTM F477 with a minimum watertight performance of 10.8 psi.
- c) 12" to 48" HOPE pipe shall meet the requirements of AASHTO M294, Type S.
- d) 54" and 60" HOPE pipe shall meet the requirements of AASHTO MP7.
- e) 36" through 60" diameters shall have a reinforced bell and spigot. The gasket corrugation shall be reinforced with a closed cell structural foam core.

- 6) Pre-cast concrete pipe and box section culverts shall conform to the requirements of AASHTO MI 70 and AASHTO M273 respectively.
- 7) When called for on the plans, the Contractor shall supply to the site ready mix concrete, or site mix concrete in accordance with the specification for **CAST-IN-PLACE REINFORCED CONCRETE**. Forms, reinforcing steel or wire mesh, for the concrete pad for the control structure will be the responsibility of the Contractor. The installation of this concrete shall be considered incidental to the culvert installation and no separate measurement or payment shall be made for this work.

### 303.22 HANDLING AND STORAGE OF MATERIALS

All materials shall be handled and stored in careful and workmanlike manner to the satisfaction of the Engineer. Any dents or depressions as a result of storage and handling during transportation or installation shall not be allowed. The Contractor shall be responsible for replacement and reinstallation of the damaged pipe at his own expense.

### 303.30 CONSTRUCTION METHODS

#### 303.31 CONTROL OF SURFACE / SUBSURFACE WATER

The Contractor is responsible for control of surface water, subsurface water, and drainage during the construction period. All temporary fills, crossings, and culverts necessary to promote drainage during construction will be installed and removed at the Contractor's expense prior to acceptance of the work. Any claims arising from upstream or downstream damages as a result of the construction or failure of these temporary works will be the Contractor's responsibility.

It is the responsibility of the Contractor to control the surface and sub-surface water and drainage in any excavation area, dewatering placement area and borrow area. Should material quality lessen through inadequate drainage, the Contractor may be directed by the Engineer to construct drainage facilities at the Contractor's expense.

#### 303.32 EXCAVATION

The Contractor will be required to excavate the base to the lines of excavation and to a depth of the invert elevations as shown on the plans. Base excavation shall extend a minimum of three (3) feet or one pipe diameter, whichever is greater, beyond the ends and sides of the pipe, or pipes, and the excavation shall be transitioned to meet the existing channel slopes. If necessary, the excavation shall be dewatered in order to prevent disturbing the natural soil conditions at the base of the excavation and to allow the placing and compacting of the backfill material in the dry.

Cofferdams will be required for all excavations in active watercourse channels and in areas of ground water seepage. Cofferdams must be built to withstand all the forces to which they may be subjected and shall be located such as to give sufficient clearance for the construction of cutoff trenches and/or sump pits for dewatering unless otherwise provided. Cofferdam placement, maintenance and removal shall be the responsibility of the Contractor and shall be considered as incidental to the placement of the culvert.

Dewatering shall be accomplished by constructing cut-off trenches and sump pits around the outside perimeter of the pipe beds. These shall be excavated to a depth of no less than two (2) feet below the elevation of the base of the excavation. Trenches and sump pits shall be shored and braced with cribs as necessary. The Contractor will be required to provide sufficient pumping capacity to lower and maintain the ground water approximately one (1) foot below the base of excavation.

The excavated base shall be inspected by the Engineer prior to commencement of backfilling. If the Engineer deems further excavation to be required below the bottom of the excavation line shown on the plans and specified herein, the Contractor shall excavate such additional materials as directed by the Engineer. The work involved in doing this additional excavation will be classified as extra work and will be paid for as such.

The Contractor shall not over excavate below specified lines and grades. If, in the opinion of the Engineer, the Contractor over excavates material in an area, he shall replace at his expense the over excavated material with suitable site material and compact that material to a density equal to the surrounding in-situ material, or to the satisfaction of the Engineer.

Excavated material not required as backfill shall be classified as "surplus material" and will be dealt with as shown on the plans. Unless otherwise specified, disposal of surplus material shall be considered incidental to the bid item culvert and pipe installation.

### 303.33      INSTALLATION OF AND ASSEMBLY OF CULVERTS

The Contractor, after preparation of the bed, shall assemble the pipe sections, progressively in accordance with the manufacturer's instructions or as directed by the Engineer.

All pipe supplied to the site shall be inspected prior to assembly, for chipping or damage in handling and shall be repaired as directed by the Engineer. Welding, drilling, bolting or otherwise attaching devices (temporary or permanent) to the structure to assist in structure installation is prohibited.

All materials damaged, distorted by more than five (5) percent of nominal dimensions, lost, broken or deemed unsuitable due to the Contractor's method of installation, handling or from neglect shall be replaced by the Contractor at his expense.

### 303.34      BACKFILL

All materials to be used for bed preparation and backfill will be suitable site material as approved by the Engineer. In the event that no suitable site material is available from designated borrow areas for the pipe installation, the Contractor shall supply suitable material from an approved borrow area. The payment for placing this fill will be classified as extra work and will be paid for as such. Material used for backfill from designated borrow areas will be installed per the details specified in the specification for **EMBANKMENT CONSTRUCTION**. No separate payment will be made for excavation and backfill.

The Contractor shall compact the in-situ material below the invert elevations prior to assembly and erection of the pipe. This bed shall be fully leveled and compacted throughout the full width and length of the trench and to the exact grade as specified, so that the barrel of the pipe shall be uniformly and evenly supported throughout its entire length.

Initial backfill shall be deposited in horizontal, uniform layers not exceeding six (6) inches in thickness before compaction, and each layer shall be thoroughly compacted throughout to ensure thorough tamping of backfill under the haunches and around the pipe. This is to be achieved by hand compaction for a distance of two (2) feet from the pipe circumference. Hand compaction of fill material shall be accomplished by the application of motor driven hand tampers or other approved equipment in such a manner that every point of the surface of each layer will be compacted. Each layer will be inspected and approved by the Engineer prior to proceeding with the next layer of fill.

After the above initial backfilling has been completed and approved, the remaining backfill, consisting of suitable site material, shall be placed in layers not exceeding eight (8) inches before compaction. Each layer shall be compacted by mechanical means to a density equivalent to that of the surrounding unexcavated material. Each layer will be inspected and approved by the Engineer prior to proceeding with the next layer of backfill.

No boulders, rock, ice, snow, organic material or debris shall be permitted in the trench. This material will be classified as unsuitable material and treated as such.

Compaction equipment or methods that produce horizontal or vertical earth pressures which may cause excessive displacements or which may damage the installation shall not be used.

Backfill shall be executed to the lines and grades shown on the plans and as specified herein. No separate measurement shall be made for backfill.

### **303.35 ROAD SURFACE AT CULVERT CROSSING**

Any road material removed as necessary for the installation of the culvert shall be replaced with material of the same quality to the width, depth, consistency and compaction of existing road on each side.

### **303.40 QUALITY CONTROL**

#### **303.41 WORKMANSHIP AND MATERIALS**

All workmanship and materials furnished and supplied under this specification are subject to close and systematic inspection and testing by the Engineer including all operations, from the selection and production of materials, to final acceptance of the specified work. The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Engineer reserves the right to reject any material or work that is not in accordance with the requirements of this specification.

#### **303.42 ACCESS**

The Engineer shall be afforded full access for the inspection and control testing of materials, both at the site of work and at any plant or borrow pit used for the supply of the materials, to determine whether the materials are being supplied in accordance with this specification.

### **303.50 METHOD OF MEASUREMENT**

No separate measurement shall be made for the excavation, installation and removal of cofferdams, dewatering, backfill, compaction, assembly and installation of pipe. This work shall be considered incidental to the culvert installation measurement described herein.

## **305 RIPRAP, REVETMENT & AGGREGATE PLACEMENT**

### **305.10 DESCRIPTION**

This work shall consist of supply and placement of rock riprap, filterstone, concrete revetment or other aggregate as protective covering along the side slopes, bases of channels, slopes around culverts, and on embankments or such other places as may be indicated on the plans, as specified herein, or as directed by the Engineer.

### **305.20 MATERIALS**



**305.21    BEDDING MATERIAL**

Where called for on the plans and unless otherwise specified, material used for bedding shall be well- graded sand and gravel with the following gradation:

Percent(%) Passing by Weight				
3" Sieve	1" Sieve	1/2" Sieve	#4 Sieve	#100 Sieve
100	75-85	45-65	15-35	0-15

The bedding material shall be from a source approved by the Engineer.

**305.22    FILTER FABRIC**

Unless otherwise specified, filter fabric shall be utilized in the installation of all riprap and revetment. The filter fabric shall be a nonwoven polyester or polypropylene geotextile. This geotextile shall have a minimum grab tensile strength of 150 pounds as determined by ASTM D4632. The geotextile shall have a maximum opening size equivalent to a #70 U.S. standard sieve.

The contractor shall supply all pins and other items necessary to fasten the filter fabric to the ground so it will not slide or form gaps when placing rock riprap.

All materials shall be handled and stored in a careful and workmen-like manner to the satisfaction of the engineer.

For concrete revetment, the geotextile shall be bonded to the base of the concrete block mats with an overlap of two to three feet incorporated on one end and one side adjacent to each other.

**305.23    RIPRAP**

The contractor shall supply rock, which will consist of fieldstone or rough, unhewn quarry rock. Stone containing shale, sandstone, or other material that will disintegrate readily shall not be used. Class designations shall be based on the following gradations:

Riprap Class	Percent of Total Weight Smaller Than Given Size						
	30"	24"	18"	12"	9"	6"	3"
Class I	100	100	100	100	100	35-80	0-20
Class II	100	100	100	50-75	10-50	0-10	
Class III	100	100	50-75	10-50	0-10		
Class IV	100	85-100	60-80	20-40		0-20	

If the rock riprap class designation is not specified on the construction plans, CLASS I rock riprap shall be acceptable. The rock shall be approved by the Engineer prior to installation.

**305.24    CONCRETE BLOCK REVETMENT**

Concrete block revetment systems shall be supplied in a manner that meets the requirements as specified on the plans. Unless otherwise specified, the concrete shall be in accordance with the specification for **CAST-IN-PLACE REINFORCED CONCRETE**. The cables shall be stainless steel aircraft cable of Type 302 or 304 stainless and of Type I x 19 construction. Stainless steel clamps of the type and number recommended by the revetment manufacturer shall be provided. Anchors shall be provided in accordance with the manufacturer's recommendations.

**305.25    OTHER AGGREGATE**

Any other aggregate as called for on the plans shall be supplied in a manner that meets the gradation as specified on the plans. The rock shall be approved by the Engineer prior to installation.

### **305.30 CONSTRUCTION METHODS**

#### **305.31 SUBGRADE PREPARATION**

The areas on which the rock, revetment or other aggregate is to be placed shall be graded to the lines shown on the plans. The soil surface shall be smooth and free from any obstructions to provide adequate contact area between the soil and the bedding material or filter fabric.

#### **305.32 BEDDING MATERIAL**

When called for on the plans, a six (6) inch layer of bedding material shall be placed as shown prior to the placing of any riprap or revetment.

#### **305.33 FILTER FABRIC**

The filter fabric shall be placed under all riprap in such a way that there is adequate contact area between the soil and the fabric. Installation shall start on the downstream end of the slope. Pins shall be installed to prevent the filter fabric from sliding or forming gaps during installation of the filter material and placement of the rock riprap.

When filter fabric is to be placed on a slope, an anchor trench shall be constructed on the top of the slope and a toe trench shall be constructed on the lower end of the installation. The trenches shall be perpendicular to the slope and must be at least one foot wide and one foot deep. The filter fabric shall be placed in the anchor trench and the toe trench. The trenches shall be backfilled and compacted to adequately anchor the filter fabric.

Where a seam is needed to provide a continuous coverage of the filter fabric, the two pieces of filter material shall be overlapped a minimum of two feet. Pins shall be placed in the overlap area to prevent slipping during placement of the filter material and rock riprap.

Great care shall be taken to protect the filter fabric from damage either from the wheels or tracks or any sliding caused by the equipment. The fabric shall not be exposed to the sun for more than seven days. If the fabric meets the requirements of ASTM D4255, less than 30% strength loss at 500 hours, the maximum exposure shall be 30 days.

#### **305.34 RIPRAP**

Riprap shall be placed by equipment capable of controlling the drop of the rock riprap. The maximum drop of the rock shall be three (3) feet. Pushing or rolling rocks over the geotextile will not be allowed. Placement will be in such a manner that the smaller stones will be uniformly distributed throughout the mass. Sufficient handwork shall be done to provide a neat and uniform surface, with the depth being specified herein and as shown on the plans. The surface may not vary from the theoretical surface by more than 4" at any point for riprap, unless otherwise specified.

#### **305.35 CONCRETE BLOCK REVETMENT**

The concrete revetment mats shall be laid from the downstream end of the project to the upstream end to ensure the geotextile joints are shingled to direct flow over the joint and prevent undennining. The gaps between each mat shall not be greater than two (2) inches or they shall be filled using a grout mixture as recommended by the manufacturer. The outside edges of the mat system shall be entrenched and buried at least one block into the ground. After installation of the mat system, the top surface shall be covered with topsoil and seeded, if specified on the plans.

#### **305.36 OTHER AGGREGATE**

Upon completion and approval of the subgrade preparation by the Engineer, the aggregate shall be placed and compacted on the prepared subgrade to the dimensions shown on the plans. The location and method of placement shall be shown on the plans. Equipment used for placement operations shall be approved by the Engineer.

**305.40 METHOD OF MEASUREMENT**

No separate measurement shall be made for the filter fabric or bedding material used in the riprap placement. The supply and installation of these materials shall be considered incidental to the riprap placement.

**401 SOIL EROSION AND POLLUTION CONTROL****401.10 DESCRIPTION**

The work shall include the supply of all labor, materials and equipment necessary for the construction and maintenance of erosion controls and to minimize the production of sediment and other pollutants to water and air during construction operations. It is the Contractor's responsibility to adhere to all Local, State and Federal regulations regarding the control of soil erosion, sedimentation, and pollution. The work and measures may include, but are not limited to the following as shown on the drawings or as specified herein.

- a) Staging of Earthwork Activities - The excavation and moving of soil materials shall be scheduled so that the smallest possible areas will be unprotected from erosion for the shortest time feasible.
- b) Diversions - Diversions shall be used to divert water away from work areas and/or to collect runoff from work areas for treatment and safe disposition.
- c) Stream Crossings - Stream crossings shall be used where fording of streams by equipment is necessary.
- d) Silt Fence - Silt fence shall be used to trap sediment from areas of limited runoff. Silt fence is temporary and shall be removed when permanent measures are installed.
- e) Sediment Basins - Sediment basins shall be used to settle and filter out sediment from eroding areas to protect properties and streams below the construction site.
- f) Filters - Rock and straw bale filters shall be used to trap sediment from areas of limited runoff. Straw bales are temporary and shall be removed when permanent measures are installed.
- g) Waterways - Waterways shall be used for the safe disposal of runoff from fields, diversions and other structures or measures.

**401.20 MATERIALS**

All materials used for permanent erosion and sedimentation controls shall meet the requirements as specified on the plans. Materials used for temporary erosion and sedimentation controls shall be approved by the Engineer.

**401.30 CONSTRUCTION METHODS****401.31 GENERAL REQUIREMENTS**

Construction operations shall be conducted in such a manner to reduce erosion and sedimentation to a practical minimum. Temporary or permanent controls shall be constructed to the extent possible prior to clearing and grubbing operations. Clearing and grubbing shall not be done until the area is needed in the construction operation.

The construction site shall be maintained in a clean and sanitary condition during construction operation. Trash barrels shall be provided at the site and periodically emptied.

Installation of all controls shall be accomplished as specified on the plans or with the approval of the Engineer in accordance with the manufacturer's published recommended practice.

**401.32 INCIDENTAL EROSION AND POLLUTION CONTROL ITEMS**

These items shall consist of installing measures, supplying all materials and equipment, and performing all work to control erosion and minimize the production of sediment and other pollutants to the water and air during construction operations. Such measures shall include, but are not limited to, silt fences and other measures listed in this specification or deemed necessary by the Engineer.

All state and local laws governing soil erosion and pollution control shall be followed. The Engineer shall have sole authority in determining when pollution control measures are necessary, when pollution control measures are functioning properly, and when silt fences for this item of work are required.

With the exception of silt fence, the Contractor shall determine which soil erosion and pollution control measures to install, provided that the measures are in accordance with applicable laws. The Contractor shall maintain all soil erosion and pollution control measures.

Earth stockpiles shall be in the area located on the drawings and protected with silt fences to control runoff and erosion in such a manner as to minimize the production of sediment and other pollutants to the water during construction operations.

**401.40 CHEMICAL POLLUTION**

The Contractor shall provide tanks or barrels to be used to dispose of waste oils or other chemical pollutants produced as a by-product of the work under the contract, such as drained lubricating or transmission oils, greases, soaps, asphalt, etc. At the completion of the work, all storage tanks or barrels shall be removed and disposed of at the Contractor's expense in accordance with all Local, State and Federal regulations.

Sanitary facilities shall not be placed adjacent to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water sources.

**401.50 AIR POLLUTION**

All Local, State and Federal regulations concerning the burning of brush or slash or disposal of other materials shall be adhered to. Fire prevention measures shall be taken to prevent the start or the spreading of fires that may result from any contract work. Firebreaks or guards shall be constructed at locations as shown on the drawings.

All public access or haul roads used during construction of the project shall be watered or treated with dust palliative when necessary to control the dust raised by the hauling equipment.

**401.60 MAINTENANCE, REMOVAL AND RESTORATION**

All measures and works shall be adequately maintained in a functional condition as long as needed during the construction operation. Sediment shall be removed periodically or as directed by the Engineer. Upon sediment removal, all trapped sediment from the controls must be disposed of in the spoil area as shown on the plans. All temporary measures shall be removed and the site restored as nearly to original conditions as practicable as directed by the Engineer. All temporary measures and materials become the property of the Contractor upon removal.

**401.70 METHOD OF MEASUREMENT**

Soil erosion and pollution control shall be measured on a lump sum basis of installed devices. No separate payment shall be made for excess material.

## **402 SEEDING AND MULCHING**

### **402.10 DESCRIPTION**

The work of this section shall include the supply of all labor, materials, equipment and incidental items required to complete the seeding and mulching operations as shown on the plans or specified herein. This specification shall cover the preparation of areas to be seeded, furnishing and placing required seed, fertilizer, and other materials necessary for the complete seeding of the areas of this project requiring the establishment of turf.

### **402.20 MATERIALS**

#### **402.21 SEED MIXTURE**

Seed mixtures shall be composed of certified seed of the purity, germination, and proportions, by weight, as specified on the plans. Seed shall be furnished separately or in mixture in standard, sealed containers with (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination and (5) percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Owner duplicate signed copies of a statement by the vendor, certifying that each lot of seed has been tested by a qualified laboratory for seed testing within six months of date of delivery.

#### **402.22 MULCHING MATERIAL**

Straw or excelsior mulches shall be of an approved material and anchored with an approved adhesive or netting. Mulch blankets shall be made of a uniform layer of straw or excelsior with a backing of net on one side only. Devices used to hold the net in place shall be of the material and design specified on the plans or approved by the Engineer.

### **402.30 SEEDING SEASON**

The Contractor shall obtain the permission of the Owner to proceed with a dormant seeding during the late fall. If fall dormant seeding is not approved, the Contractor shall complete all seeding the following spring prior to June 15.

### **402.40 SOIL PREPARATION**

Areas to be seeded that have been damaged by erosion shall be restored prior to seeding. All areas to be seeded shall be finished to the grades shown on the plans, plus 4" for topsoil thickness, and then cultivated to provide a reasonably firm, but friable seedbed, free of lumps and clods detrimental to seeding operations. A minimum of 1 inch of surface soil shall be in a loose condition.

### **402.50 APPLICATION**

Mechanical seeders, seed drills, landscape seeders, cultipacker seeders, fertilizer spreaders, or other approved mechanical seeding equipment shall be used to apply the seed and fertilizer in the amounts and mixtures shown on the plans. When a hydro-seed method is used, the capability of the equipment shall be adequate as approved by the Engineer to effectively cover the area to be seeded. Areas that are inaccessible may be sown by the broadcast method. All areas shall be visually inspected for uniformity of application. Hand-operated seeding devices may be used when seed and fertilizer are applied in dry form.

Application shall start at the top of the slope and work downward. All application rates shall be approved by the Engineer prior to application.

**402.60      QUALITY CONTROL**

**402.61      WORKMANSHIP AND MATERIALS**

All workmanship and materials furnished and supplied under this specification are subject to close and systematic inspection and testing by the Engineer including all operations, from the selection and production of materials, to final acceptance of the specified work.

The Contractor shall be wholly responsible for the control of all operations incidental thereto notwithstanding any inspection or approval that may have been previously given. The Engineer reserves the right to reject any work or materials that are not in accordance with the requirements of this specification.

**402.62      CARE DURING CONSTRUCTION**

The Contractor shall be responsible for protecting and caring for seeded areas until acceptance of the work. The Contractor shall repair any damage to seeded areas caused by construction operations without additional compensation.

**402.70      METHOD OF MEASUREMENT**

No measurement shall be made for the supply and installation of mulch where required. This shall be considered incidental to seeding operations.



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## ESTIMATED QUANTITIES

NOTES	SPEC. #	ITEM	UNIT	QUANTITY
11	201	MOBILIZATION	LS	1
14	202	SITE PREPARATION	LS	1
12	203	EXCAVATION	CY - P	62190
22	204	EMBANKMENT CONSTRUCTION	CY-P	50380
21	301	INLINE WCS	EACH	1
21	303	24" SCH 40 PVC PIPE	LIN FT	100
23	305	RIP RAP WITH GEOTEXTILE	TN	10
13	401	STRAW WATTLES	LIN FT	100
13	401	EROSION CONTROL BLANKET	SQ YD	180
13	402	SEEDING AND MULCHING	AC	11

## SPECIFICATIONS

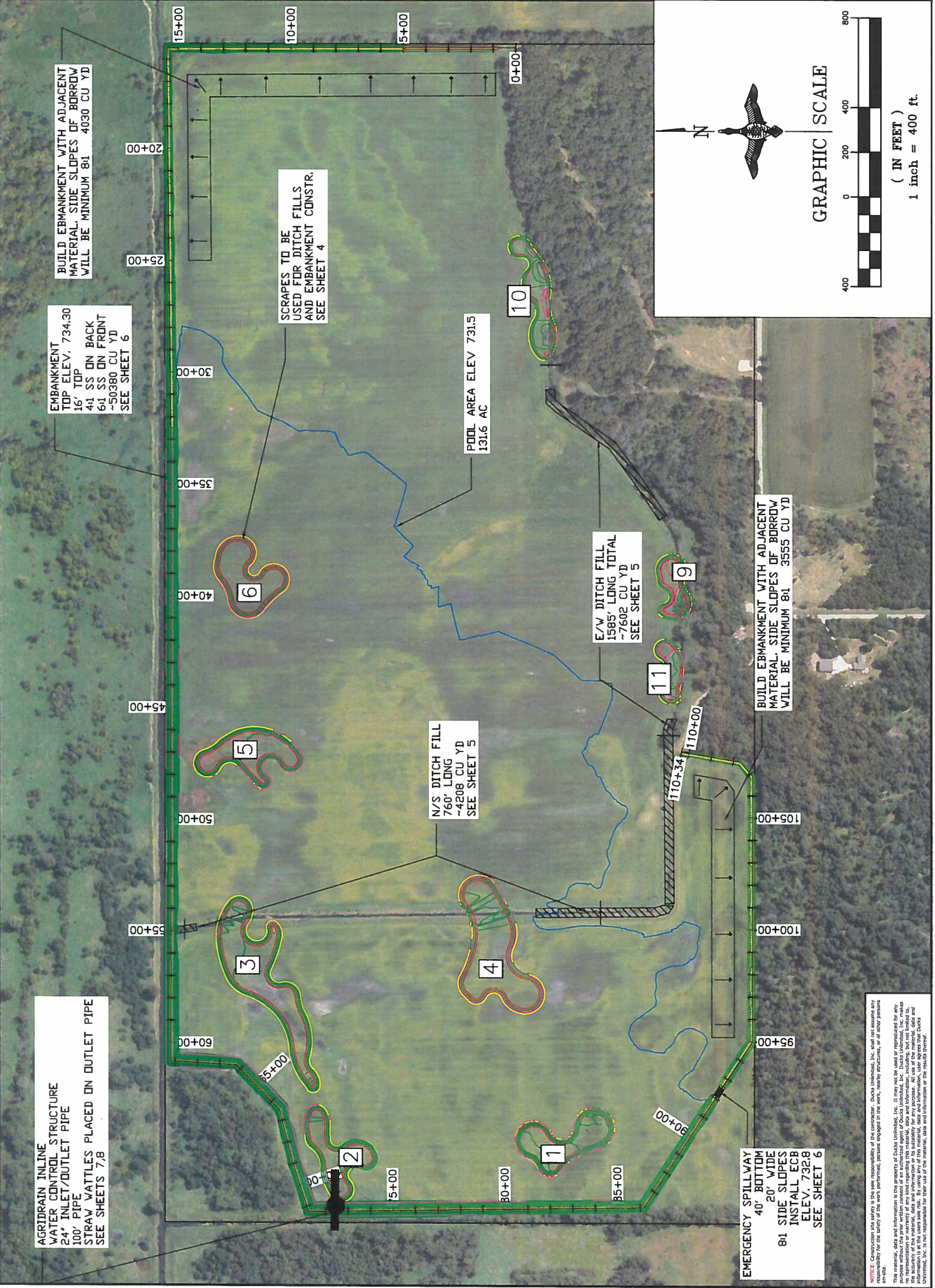
- 101 GENERAL CONDITIONS
- 102 SUPPLEMENTAL CONDITIONS
- 201 MOBILIZATION
- 202 SITE PREPARATION
- 203 EXCAVATION
- 204 EMBANKMENT CONSTRUCTION
- 301 WATER CONTROL STRUCTURES
- 303 CULVERT AND PIPE INSTALLATION
- 305 RIPRAP
- 401 SOIL EROSION AND POLLUTION CONTROL
- 402 SEEDING AND MULCHING
- 404 TRAFFIC AND MAINTENANCE CONTROL

- ### CONSTRUCTION NOTES:
1. ALL UNDERGROUND HAZARDS AND UTILITIES MUST BE INVESTIGATED PRIOR TO CONSTRUCTION. NOTIFICATION OF EFFECTED UTILITY COMPANIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT DIGGERS HOTLINE AT LEAST THREE DAYS PRIOR TO START OF CONSTRUCTION.
  2. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH DU PERSONNEL, THE CONTRACTOR, AND THE LANDOWNER PRIOR TO CONSTRUCTION START-UP.
  3. THE CONTRACTOR AND/OR LANDOWNER SHALL NOTIFY DU AT LEAST 3 DAYS PRIOR TO START-UP OF CONSTRUCTION.
  4. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH CONSTRUCTION SPECIFICATIONS.
  5. ALL LOCAL STATE AND FEDERAL PERMITS WILL BE OBTAINED PRIOR TO CONSTRUCTION.
  6. ALL EXCAVATED FILL WILL BE USED IN CONSTRUCTION OF PLANNED DITCH FILLS AND EMBANKMENT. ANY REMAINING SPOILS CAN BE PLACED IN DESIGNATED SPOILS AREAS LISTED ON PLAN VIEW.
  7. ALL DISTURBED AREAS WILL BE SEEDED UPON COMPLETION OF CONSTRUCTION.
  8. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL ACCESS ROADS AND STAGING AREAS TO PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETED.
  9. DU TECHNICIAN WILL STAKE ALL CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION.
  10. ALL TRAFFIC LEAVING THE SITE SHALL BE FREE OF ANY LOOSE MUD AND/OR DEBRIS. ANY MUD DEPOSITED ON ROAD WILL BE REMOVED AND DEPOSITED BACK ON SITE IMMEDIATELY.
  11. FOR MOBILIZATION SHALL INCLUDE THE SUPPLY OF ALL LABOR, MATERIAL AND EQUIPMENT TO TRANSPORT ALL NEEDED LABOR, MATERIAL AND EQUIPMENT, TO AND FROM A PROJECT SITE, TO SUCCESSFULLY COMPLETE THAT PROJECT AS SHOWN ON THE PLANS.
  12. EXCAVATION IS FOR CUTTING OUT OR EXCAVATING ALL SCRAPE PONDS, DITCH PLUGS. SITE PREPARATION FOR PONDS IS INCIDENTAL. ALL EXCAVATION MATERIAL IS FOR EMBANKMENT AND DITCH FILLS.
  13. SOIL EROSION AND POLLUTION CONTROL SHALL INCLUDE THE SUPPLY, INSTALLATION, AND MAINTENANCE OF ALL MATERIALS, IN COMPLIANCE WITH WISCONSIN REGULATIONS. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF WORK, AND WILL BE MAINTAINED UNTIL FINAL STABILIZATION OF THE SITE. CONTRACTOR SHALL MAINTAIN, INSPECT, AND PROVIDE ALL PROPER RECORDING AND REPORTING ACCORDING TO THE PERMIT REGULATIONS. INCLUDES SEEDING, STRAW WATTLES, EROSION CONTROL BLANKET AND MULCHING.
  14. SITE PREPARATION SHALL INCLUDE STRIPPING FOR DITCH PLUGS, EMBANKMENT AND SPILLWAY STOCKPILING TOPSOIL FOR REPLACEMENT, PLACING TOPSOIL OVER ALL DISTURBED AREAS, AND LEVELED SUITABLE ENOUGH FOR SEEDING. GRUBBING OF BRUSH AND TREES FOR EARTHWORK PREPARATION IS ALSO INCLUDED.
  15. SCRAPE PONDS IN FLOODPLAIN WILL REMOVE FILL TO ADD COMPENSATORY STORAGE IN THE FLOODPLAIN.
  16. TRAFFIC CONTROL IS INCIDENTAL TO PROJECT SPECIFICATION.
  17. DEWATERING AND WATER MAINTENANCE IS THE CONTRACTOR'S RESPONSIBILITY, AND IS CONSIDERED INCIDENTAL TO THE PROJECT.
  18. STRAW WATTLES WILL BE PLACED ALONG THE CONTOUR ABOVE NEWLY CONSTRUCTED WATER CONTROL STRUCTURE OUTLET PIPE. 100' LENGTHS OF WATTLES WILL BE PLACED AT THE WATER CONTROL STRUCTURE.
  19. STRAW WATTLES AREA AVAILABLE IN 9-INCH DIAMETER, 25-FOOT LENGTHS. THEY ARE INSTALLED BY STAKING IN PLACE, AND CAN BE TIED TOGETHER TO ACHIEVE ANY DESIRED LENGTH.
  20. SECURE THE WATTLE WITH 18-24" STAKES EVERY 3-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2-3" OF STAKE EXTENDING ABOVE THE WATTLE. STAKE SHOULD BE DRIVEN PERPENDICULAR TO THE SLOPE FACE.
  21. EMBANKMENT SHALL INCLUDE ALL WORK REQUIRED TO HAUL, PLACE, AND COMPACT FILL MATERIAL TO CONSTRUCT EARTHWORK, AS STAKED IN THE FIELD. ANY MATERIAL EITHER NEEDED OR REMAINING FROM THIS OPERATION SHALL COME FROM EXISTING SCRAPES OR BE DEPOSITED IN DITCH FILLS.
  22. RIP-RAP CLASS 1 IS FOR THE ROCK PLACED DOWNSTREAM OF THE WATER CONTROL STRUCTURE. NON-WOVEN FILTER FABRIC IS REQUIRED BENEATH ALL ROCK/RIP-RAP AND SHALL BE SECURED TO SLOPES AND BOTTOM, USING PINS AS NOTED SPECIFICATION 305. QUANTITY IS BASED ON TONS. CONTRACTOR SHALL PROVIDE SCALE TICKETS WITH WEIGHTS INCLUDING TARE WEIGHTS, GROSS WEIGHTS, AND NET WEIGHTS OF MATERIAL DELIVERED.

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SURVEYED BY:	MJS
BUDGET BY:	BG
DATE:	4/13/2021
PROJECT NUMBER:	US-WI-436-1
SHEET 3	



AGRIDRAIN IN-LINE  
 WATER CONTROL STRUCTURE  
 24" INLET/OUTLET PIPE  
 100' PIPE  
 STRAW WATTLES PLACED ON OUTLET PIPE  
 SEE SHEETS 7,8

EMBANKMENT  
 TOP ELEV. 734.30  
 16' TOP  
 41' SS ON BACK  
 61' SS ON FRONT  
 ~50380 CU YD  
 SEE SHEET 6

BUILD EMBANKMENT WITH ADJACENT  
 MATERIAL. SIDE SLOPES OF BORROW  
 WILL BE MINIMUM 8:1 4030 CU YD

SCRAPES TO BE  
 USED FOR DITCH FILLS  
 AND EMBANKMENT CONSTR.  
 SEE SHEET 4

POOL AREA ELEV 731.5  
 131.6 AC

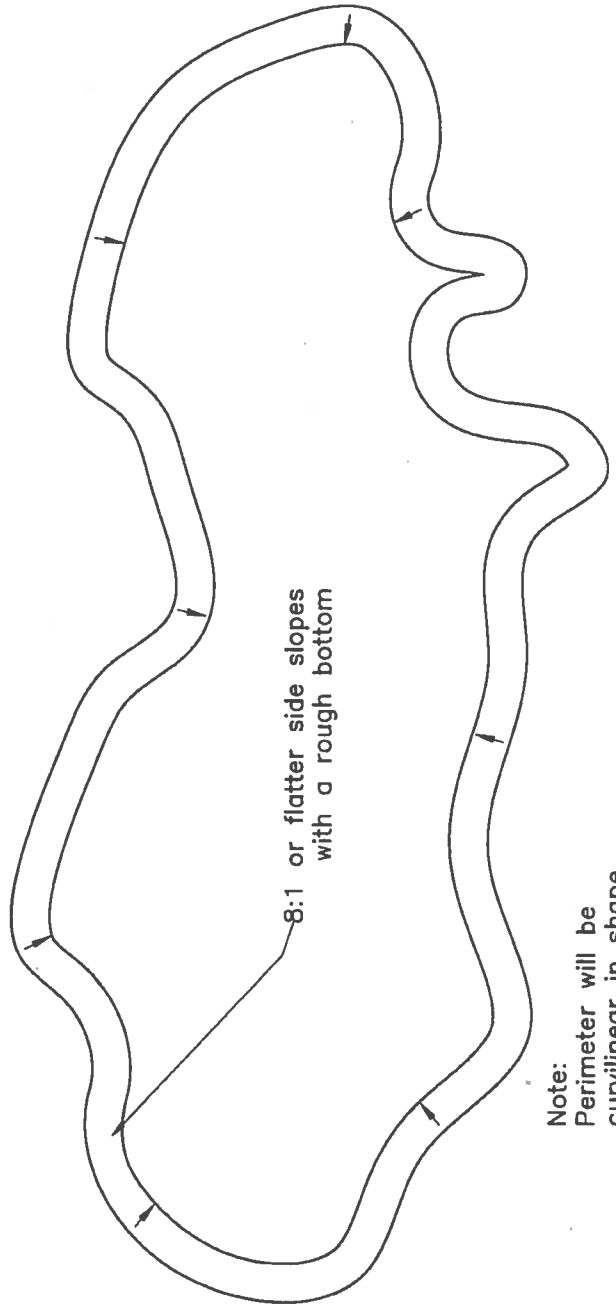
N/S DITCH FILL  
 760' LONG  
 ~4208 CU YD  
 SEE SHEET 5

E/W DITCH FILL  
 1585' LONG TOTAL  
 ~7602 CU YD  
 SEE SHEET 5

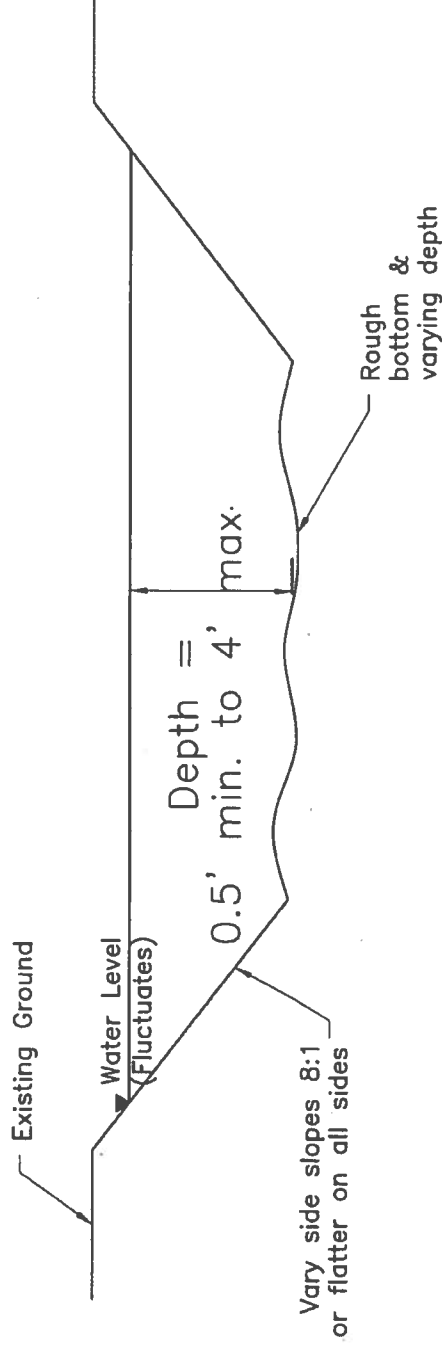
BUILD EMBANKMENT WITH ADJACENT  
 MATERIAL. SIDE SLOPES OF BORROW  
 WILL BE MINIMUM 8:1 3555 CU YD

EMERGENCY SPILLWAY  
 40' BOTTOM  
 20' WIDE  
 8:1 SIDE SLOPES  
 INSTALL ECB  
 ELEV. 732.8  
 SEE SHEET 6

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WETLAND SCRAPE PLAN VIEW



TYPICAL WETLAND SCRAPE CROSS SECTION

Notes:

- Scrapes/borrow areas will be constructed at locations and as flagged by the technician.
- Scrapes are to be irregular in shape when completed. Wheel ruts are allowed and desired.
- Strip minimum 6" of topsoil and stockpile it for spreading, if needed, after the excavation is completed.
- Spoil shall be used for embankment and ditch fills.

See Sheet 3 for the location of the scrapes

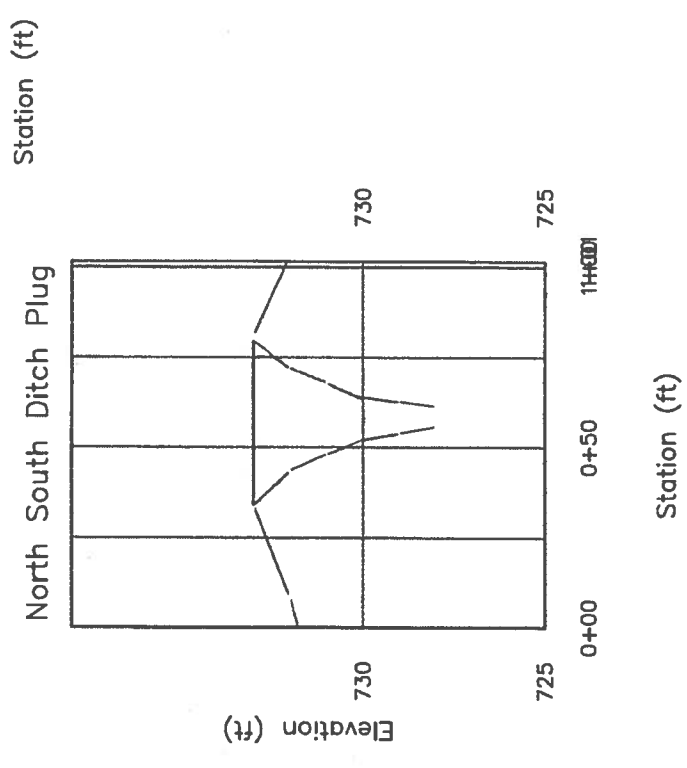
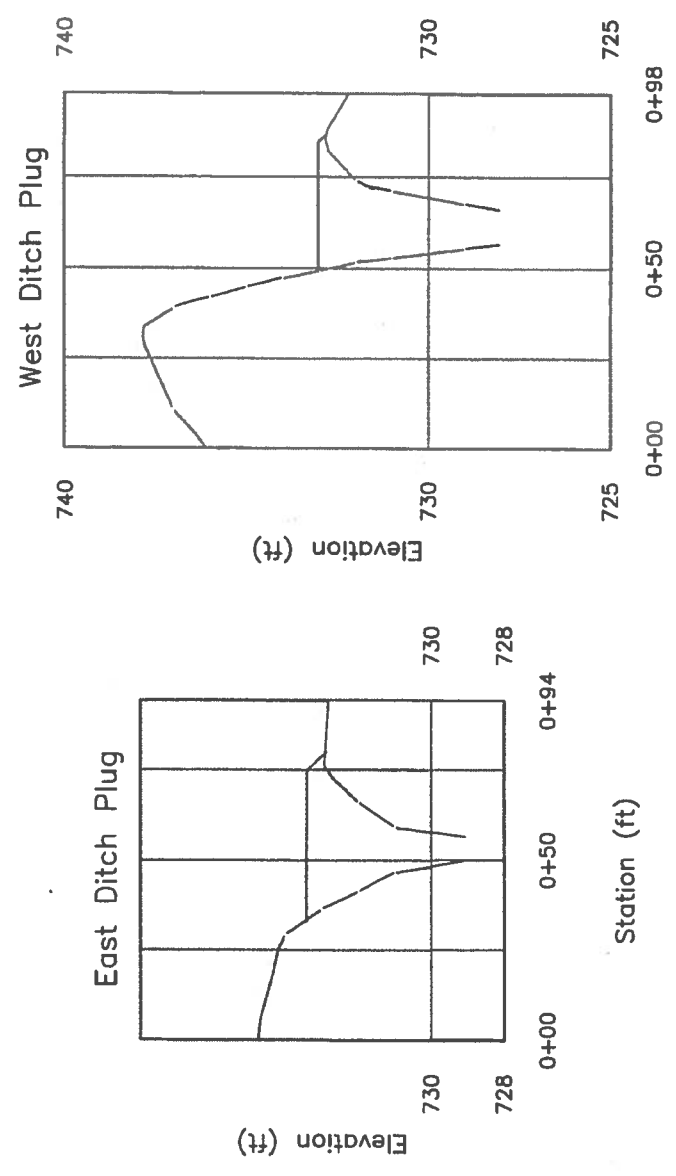
SCRAPE NUMBER	ACRES	CY
1	1.7	6405
2	1.5	5537
3	3.3	12394
4	3.0	10349
5	1.7	6504
6	1.7	6680
9	0.8	1886
10	0.8	2753
11	0.8	2097



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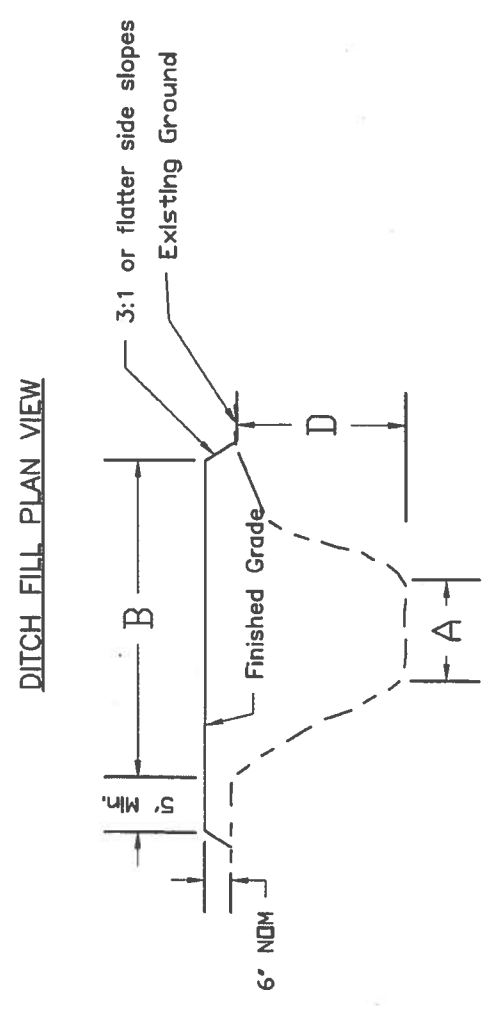
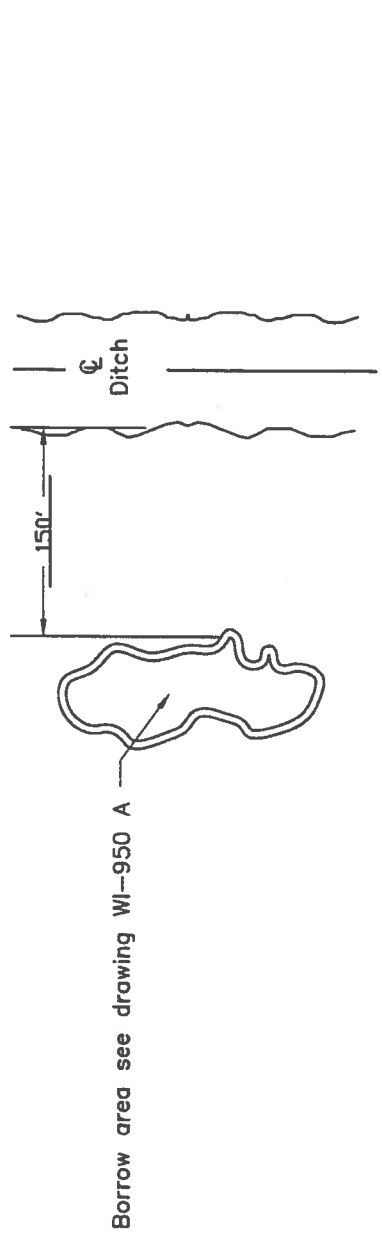
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SURVEYED BY:	BIG
BROADCAST:	
DATE:	4/13/2021
PROJECT NUMBER:	US-91-35-1
SHEET 5	



**LEGEND**

_____	EXISTING GROUND
_____	PROPOSED DITCH PLUG



Ditch #	A	B	D	Length	Cu. Yd.
N/S	6	40	5	760	4208
E/W	6	30-35	4.5-6	1585	7602

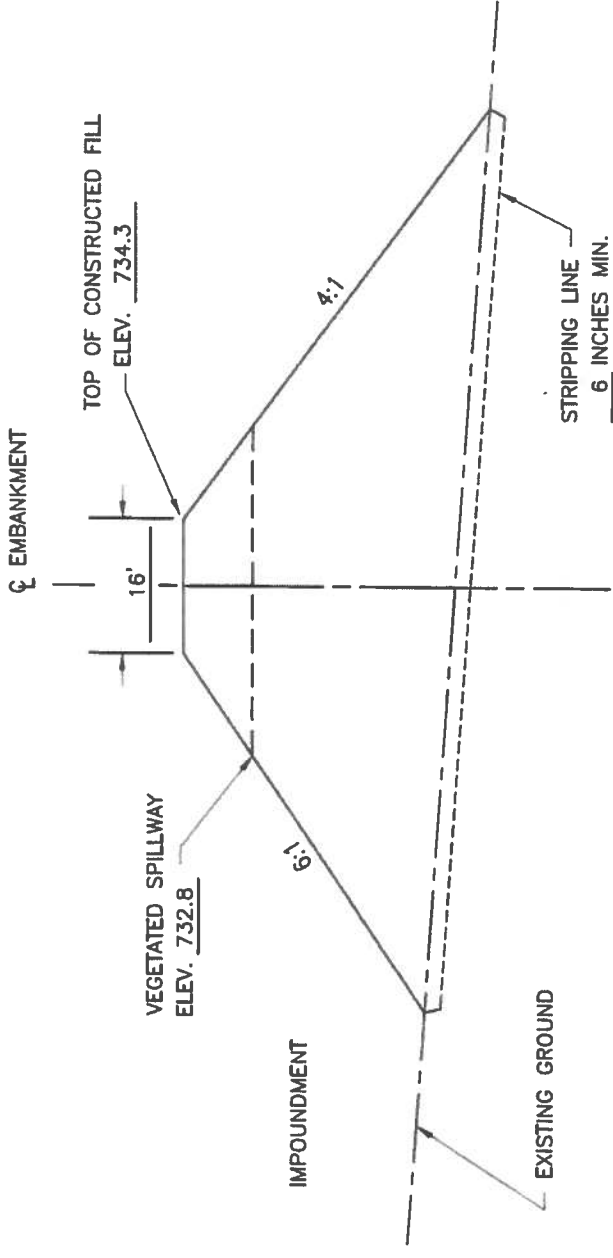
Total Cu.Yd. 11810  
 DITCH FILL 50380  
 EMBANKMENT 62190  
 TOTAL

See Sheet 3 for the location of the ditch fills

- Notes:**
- Scrapes/ Borrow areas will be constructed at locations flagged by the technician.
  - Construction Specification Excavation and Earthfill, will be followed.
  - Seeding will be completed according to sheet 9.

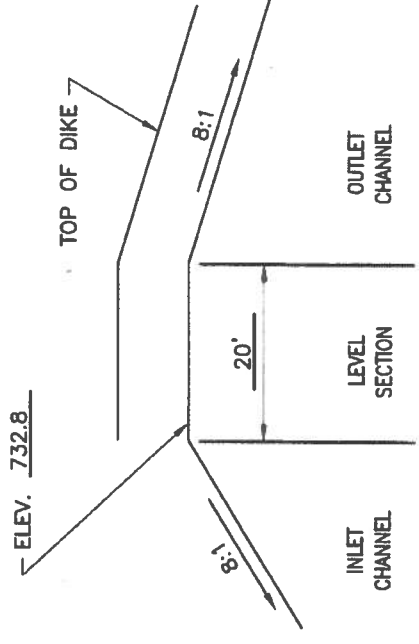
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CROSS SECTION OF EMBANKMENT

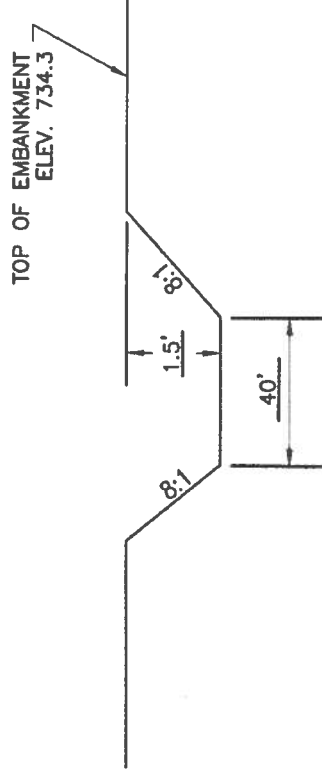


NOTES:

1. THE UPPER 6-INCHES OF SOIL WITHIN THE EMBANKMENT AND VEGETATED SPILLWAY LIMITS SHALL BE STRIPPED AND STOCKPILED FOR REUSE.
2. THE VEGETATED SPILLWAY WILL HAVE AT LEAST A 20' WIDE FLAT SECTION AND GRADE BACK ON ALL SIDES AT AN 8:1 SLOPE.



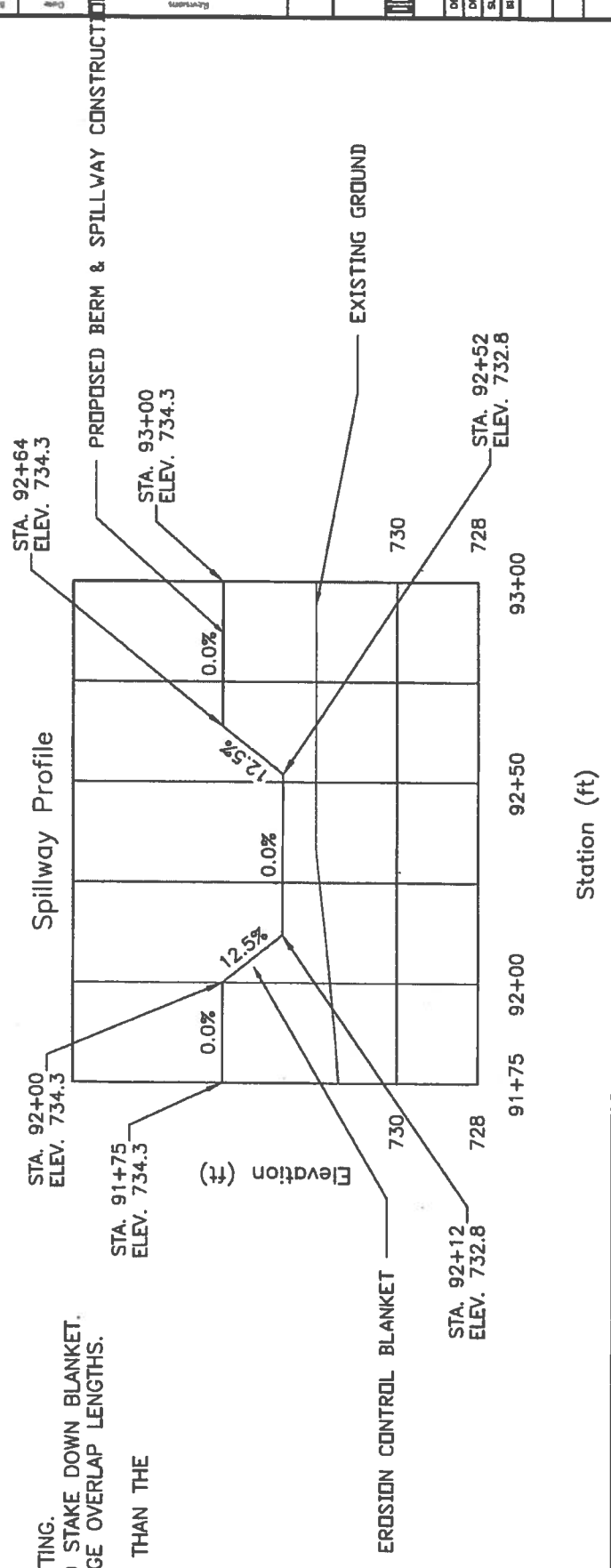
VEGETATED SPILLWAY PROFILE



VEGETATED SPILLWAY CROSS SECTION AT LEVEL SECTION

NOTES:

1. EROSION CONTROL BLANKET SHALL BE CLASS I TYPE B DOUBLE NETTING.
2. STAPLES OF 11 GAUGE OR HEAVIER 8" IN LENGTH WILL BE USED TO STAKE DOWN BLANKET.
3. FOLLOW MANUFACTURERS RECOMMENDATIONS FOR BOTH END AND EDGE OVERLAP LENGTHS.
4. BLANKET WILL BE STAPLED PER MANUFACTURERS RECOMMENDATIONS.
5. SPILLWAY INLET AND OUTLET SLOPES WILL BE 8:1 WHICH IS FLATTER THAN THE EMBANKMENT SIDE SLOPES.



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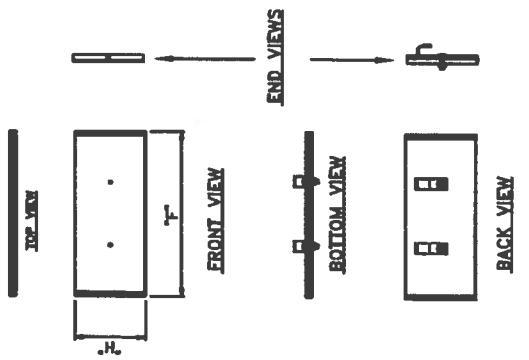


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BUDGET BY	BG
DATE	4/13/2021
PROJECT NUMBER	US-WI-AJ6-1
SHEET #	8

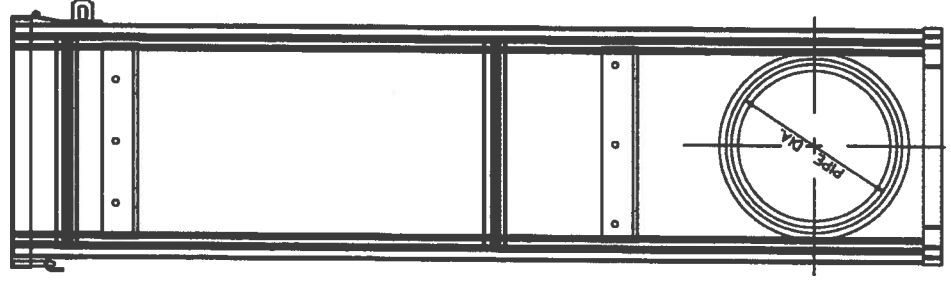
PIPE DIA.	INSIDE DIM.		COUPLING DIM.		COUPLING LENGTH	STOPLOG DIM.		HEIGHT
	WIDTH	DEPTH	"C" (I.D.)	"D" (I.D.)		WIDTH	HEIGHT	
4"	8"	10"	4.42"	4.42"	17.5"	7.75"	7.75"	5" 7"
6"	8"	10"	6.38"	6.38"	17.5"	7.75"	7.75"	5" 7"
8"	12"	12"	8.50"	8.50"	23.5"	11.75"	11.75"	5" 7"
10"	14"	18"	10.60"	10.60"	27.5"	13.75"	13.75"	5" 7"
12"	16"	20"	12.63"	12.63"	31.5"	15.75"	15.75"	5" 7"
15"	20"	24"	17.85"	17.85"	43.5"	19.75"	19.75"	5" 7"
18"	24"	28"	21.70"	21.70"	47.5"	23.75"	23.75"	5" 7"
24"	31"	39"	29.00"	29.00"	56.5"	30.75"	30.75"	5" 7"

\* ALL APPLICATIONS WILL UTILIZE SCHEDULE 40 PVC PIPE

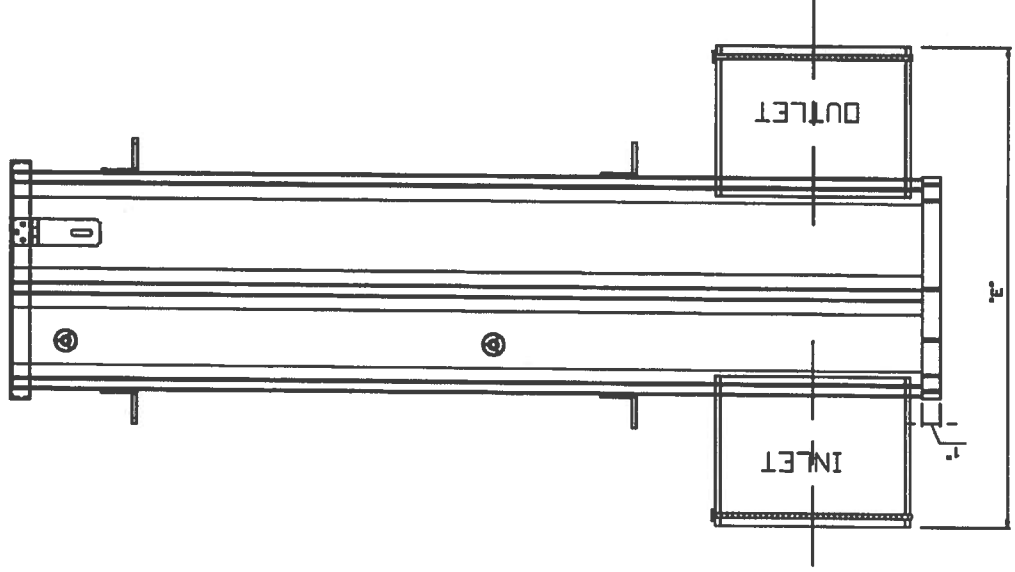
AGRI-DRAIN® (OR EQUIVALENT) INLINE WATER LEVEL CONTROL  
 STRUCTURE DETAIL  
 NOT TO SCALE



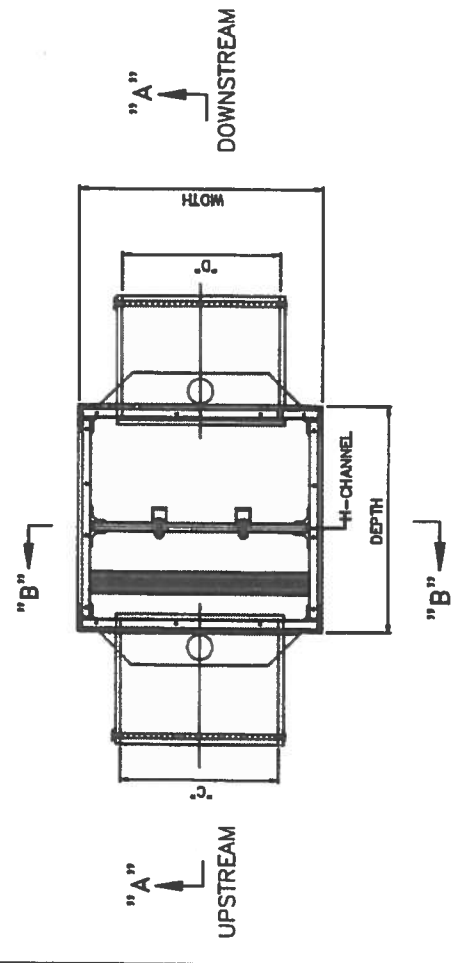
STOPLOG DETAIL  
 NOT TO SCALE



SECTION "B"-"B"



SECTION "A"-"A"



PLAN VIEW  
 DRAWN WITH FERROD 1056 COUPLER

NOTICE: Construction site safety is the sole responsibility of the contractor. Ducks Unlimited, Inc. shall not assume any responsibility for the safety of the work performed, persons engaged in the work, nearby structures, or of other persons. This material, data and information is the property of Ducks Unlimited, Inc. It may not be used or reproduced for any purpose without the prior written consent of an authorized agent of Ducks Unlimited, Inc. Ducks Unlimited, Inc. makes no warranty, expressed or implied, for the accuracy or reliability of the material, data and information or its suitability for any purpose. All use of the material, data and information is at the users sole risk. By using any of this material, data and information, user agrees that Ducks Unlimited, Inc. is not responsible for their use of the material, data and information or the results thereof.

**SEEDING DATES**

TIME PERIOD	APRIL 1	MAY 15	TYPE OF SEEDING
Spring	through	May 15	Permanent
Summer	through	*****	Temporary *
Late Summer	through	August 29	Permanent
Fall	through	*****	Temporary *
Late Fall	through	Snow Cover	Dormant
Winter	through	March 31	Not Allowed

**SOUTH**

**MATERIALS**

If no soil test is available, apply a minimum of 150 pounds of 20-10-10 fertilizer per acre. This is equivalent to 30 pounds nitrogen (N), 15 pounds phosphate (P205), and 15 pounds potash (K2O) per acre. Apply two tons / acre of 80-89 lime or equivalent. (See page 2 for equivalent)

\* Seed a temporary cover crop of **Winter Wheat** at 120 # /ac ( 2 bu/ac)  
 A permanent seeding shall be completed during the next acceptable time period following a temporary seeding.

**MINIMUM PURE LIVE SEED (PLS) <sup>1</sup> RATE PER ACRE AND TOTAL POUNDS OF SEED NEEDED**

SEEDING MIX (DESIGN)	LOCATION A CRES:	BERM&PIGUGS	SEEDING MIX (A-S-BUILT)	LOCATION A CRES
Redtop	RATE 1.3	POUNDS 13.8	SPECIES	RATE
Timothy	RATE 3.8	POUNDS 41.3		
Red Clover	RATE 6.3	POUNDS 68.8		
Winter Wheat	RATE 120.0	POUNDS 1320.0		

ADDITIONAL SEED PERCENT: 25 %

Mulching Required Yes

\*\* Companion Crop

Total % Germination may also be termed Total % Viable Seed on a tag. If a tag only shows % Germination, the user must include percentage of the seed that germinated during the lab test (% Germination) plus the percentage of hard and/or dormant seed. Hard seed and dormant seed are seeds that are still capable of germinating and producing a plant but did not germinate under the conditions of the test in the lab.

Additional native seeds may be required by permitting agencies. These addition are allowed.

Seed mixture shall meet all requirements of the WI weed laws.

Species identified as restricted or prohibited by law shall not be planted.

Certified seed shall be used, and the seeding rates will be based on pure live seed.

For dormant seedings, increase the seeds per square foot by 15%.

**SEEDBED PREPARATION**

Seedbed preparation shall immediately follow construction activities.

Prepare a fine, firm seedbed to a minimum depth of three inches. A seedbed is considered firm when a footprint penetrates less than 1/4 inch deep.

1. Safety: Consult with safety for the safe responsibility of the contractor. Ducks Unlimited, Inc. shall not assume any responsibility for the safety of the work performed, persons engaged in the work, nearby structures, or of other persons on site.  
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**SEEDING**

Inoculate legumes with the specific inoculum for the species in accordance with the manufacturer's recommendations. When using a hydroseeder, five times the recommended rate of inoculant shall be added to the hydroseeder. Inoculant shall not be mixed with liquid fertilizer.

Seed may be broadcast or drilled as appropriate to the site.  
 Seed, fertilize, and lime as soon as possible after construction.  
 Seeding perpendicular to direction of flow is required to limit erosion.

Seed grasses and legumes no more than 1/4 inch deep.

Consider seeding at a lower rate and making 2 passes to ensure more uniform distribution.

**TEMPORARY SEEDING OPTIONS**

Select one of the following species for temporary cover if:

- The required seeds or plant stock are not available or the normal permanent seeding period for the species has passed
  - Forage Sorghum - 1/2 bushel per acre (May 15-July 15)
  - Sorghum - Sudangrass Hybrid - 1 bushel per acre (May 15-July 15)
  - Sudangrass - 1 bushel per acre (May 15-July 15)
  - Winter Wheat - 2 bushels per acre (Aug 1-Oct 1)
  - Winter Cereal Rye - 2 bushels per acre (Aug 1-Oct 15)
  - Oats - 2 bushels per acre (Apr 1-Sept 1)
  - Annual Ryegrass - 20 Pounds per acre (Apr 1-Sept 1)
- Triazine herbicide carryover will not allow establishment of permanent cover immediately.
  - Forage Sorghum - 1/2 Bushel per acre (May 15-July 15)
  - Sorghum - Sudangrass Hybrid - 1 Bushel per acre (May 15-July 15)
  - Sudangrass - 1 Bushel per acre (May 15-July 15)

**DORMANT SEEDING**

Seed is broadcast and incorporated, no-tilled, or drilled into the seedbed. Seedbed preparations and conditions are similar to conventional seeding.

**MULCHING WILL BE COMPLETED ON EMBANKMENT**

Mulching shall be done immediately after seedbed preparation and seeding. Mulch shall be applied immediately after final grading for areas seeded at a later date. Mulch material shall be relatively free of disease, pesticides, chemicals, noxious weed seeds, and other pests and pathogens.

Spread straw and hay mulch uniformly and at the rate of 1.5-2.0 tons per acre (60-70 bales). This application results in a layer of 6 to 7 stems, 1 to 2 inches thick, and provides a minimum 70% ground cover. Some soil surface can be seen after the application. Crimping (disking), wood cellulose fiber, tackifiers, netting, pinning, or other acceptable methods of anchoring will be used if needed to hold the mulch in place.

If other mulch materials are used, the rate of application shall meet the manufacturer's recommendations. Two (2) tons/ac of 80-89 lime or equivalent from UW-EXT A3671

Lime Quality	Tons / AC.	Lime Quality	Tons / AC.
40-49	3.9	70-79	2.3
50-59	3.2	90-99	1.9
60-69	2.7	100+	1.6

