

RFB NO. 317014



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

PUBLIC WORKS SOLID WASTE DIVISION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR BIDS NO. 317014
LITTER FENCE CONSTRUCTION
DANE COUNTY LANDFILL SITE #2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, JUNE 6, 2017 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN WELCH, PROJECT MANAGER
TELEPHONE NO.: 608/516-4154
FAX NO.: 608/267-1533
E-MAIL: WELCH@COUNTYOFDANE.COM

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LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, JUNE 6, 2017

REQUEST FOR BIDS NO. 317014

LITTER FENCE

DANE COUNTY LANDFILL SITE #2

7102 U.S. HIGHWAY 12 & 18

MADISON, WISCONSIN

Dane County is inviting Bids for the construction of a permanent 25' high litter fence along the east edge of the landfill spanning approximately 700 LF. The work will include all necessary equipment and materials needed to complete the fence. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Bids document & submit Bids.

Request for Bids document may be obtained after **2:00 p.m. on May 9, 2017** by downloading it from countyofdane.com/pwbids. Please call John Welch, Project Manager, at 608/516-4154, or our office at 608/266-4018, for any questions or additional information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at danepurchasing.com/registration or obtain one by calling 608/266-4131.

An informational site tour will be held **May 25, 2017 at 10:00 a.m.** at Dane County Landfill Site #2, starting at the Scale House. Bidders are strongly encouraged to attend this optional tour.

PUBLISH: MAY 9 & 16, 2017 - WISCONSIN STATE JOURNAL

MAY 9 & 16, 2017 - THE DAILY REPORTER

INSTRUCTIONS TO BIDDERS

**Litter Fence Construction
Dane County Landfill Site #2
7102 U.S. Highway 12 & 18
Madison, Wisconsin**

1. SECURING DOCUMENTS

- A. Construction Documents may be obtained at countyofdane.com/pwbids.
- B. Bidder is responsible to check Public Works website regularly for Addenda.
- C. Construction Documents may be obtained at:
 - Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
608/266-4018
- D. Deposit for Drawings and Specifications is not required.

2. BID REQUIREMENTS

- A. Bidder shall submit lump sum bid for providing all design expertise, labor, equipment, tools and materials necessary to perform all Work described in Construction Documents. Only firms with capabilities, experience and expertise with similar projects should submit Bids.
- B. Envelope containing Bid shall be clearly marked as for this project (note title at top of page). Bids shall be delivered to:
 - Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713
- C. One (1) Bid Form shall be submitted with your Bid. Bid Form is provided with Construction Documents; no other form or letter shall be accepted.
- D. 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.
- E. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- F. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- G. Legally authorized official of bidder's organization shall sign Bids.
- H. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.

- I. Bid Bond shall be made payable to Dane County in amount of five percent (5%) of bid amount. Bid Bond shall be either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. Successful bidder's Bid Bond shall be retained until Contract is signed and required Performance / Payment Bond is submitted. Bids shall be binding on bidder for sixty (60) days after Bid Due Date. Bid Bond must be submitted with Bid.
- J. Successful bidder shall furnish and pay for Performance / Payment Bond as called for in Conditions of Contract.

3. INQUIRIES

- A. Written inquiries regarding intent of Construction Documents should be directed to:

John Welch, Public Works Project Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: Welch@countyofdane.com

- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of Construction Documents to attention of Department of Public Works, Highway & Transportation at least ten (10) days before due date for Bids. Prompt clarification of intent of Construction Documents shall be made available to bidders in form of Addendum. Bidder shall acknowledge all Addenda on Bid Form.
- C. Failure to request clarification of interpretation of Construction Documents shall not relieve bidders of their responsibilities to perform Work.

4. EXAMINATION OF SITE

- A. Coordinate site access activities with Project Manager, John Welch, 608/516-4154.
- B. A bidders facility tour will be held on May 25, 2017 at 10:00 a.m. at Dane County Landfill Site #2, 7102 U.S. Highway 12 & 18, Madison, starting at the Scale House. This tour will go until approximately 11:00 AM. Bidders are strongly encouraged to attend this tour, however attendance is optional.

5. WITHDRAWAL OF BIDS

- A. Any bidder may withdraw their Bid any time prior to Bid Due Date. Withdrawn Bids shall be returned unopened.

7. BID DUE DATE

- A. See Legal Notice (advertisement).

8. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by September 18, 2017.
- B. Work shall be completed by November 10, 2017.

9. RESERVATION

- A. Dane County reserves the right to reject any or all Bids, to waive any informalities in the Bid, and to accept any Bid which shall be in the best interest of Dane County.

Name of Bidding Firm: _____

BID FORM

BID NO. 317014

**PROJECT: LITER FENCE CONSTRUCTION
DANE COUNTY LANDFILL SITE #2**

**TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &
TRANSPORTATION PROJECT MANAGER
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713**

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

BASE BID - LUMP SUM:

Dane County is inviting Bids for the construction of a permanent 25' litter fence along the east edge of the landfill spanning approximately 700 LF. The work will include all necessary equipment and materials needed to complete the Work. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the Drawings and Specifications, all other Construction Documents and Addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide all design expertise, 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 Solid Waste Division must have this project completed by November 10, 2017. Assuming this Work can be started by September 18, 2017, 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 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: _____

THIS PAGE IS FOR BIDDERS' REFERENCE AND NEED NOT BE SUBMITTED WITH BID FORM.

BID CHECK LIST:

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

Bid Form

Bid Bond

Fair Labor Practices Certification

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person bidding on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal online at:

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

Contractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

www.countyofdane.com/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. Equal Benefits Compliance Payment Certification shall be submitted with final pay request. For more information:

www.danepurchasing.com/partner_benefit.aspx

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlrb.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:
(28) 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 purchasing manager 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.

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 “Equal Benefits Requirement” of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

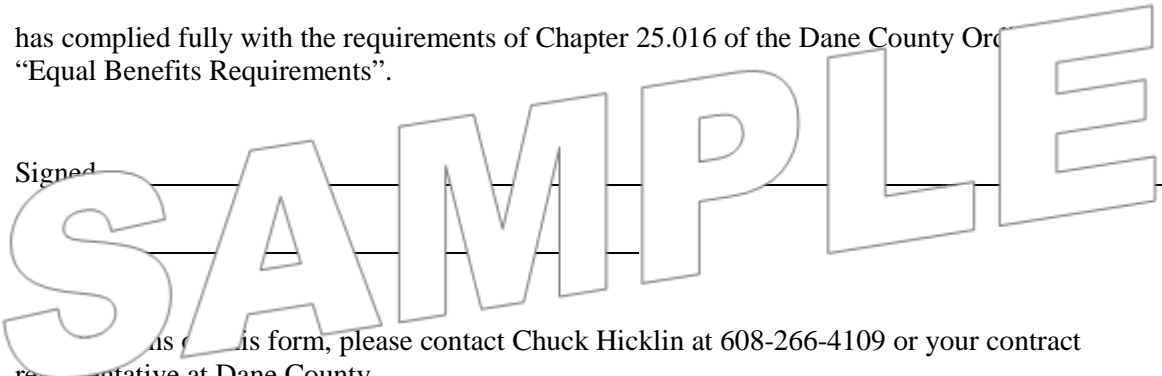
I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinance
“Equal Benefits Requirements”.

Signed _____

_____ If you need assistance with this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.



COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 317014

Authority: 2017 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 Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Litter Fence Construction for Dane County Landfill Site #2. ("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 and Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dane County Public Works (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. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in the Conditions of Contract, and to make payments on account thereof as provided in "Payments to Contractor" (Article 5.L.) of the Conditions of Contract.

3. 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.

4. CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) 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 Contract Compliance Office, 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.

5. 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."

6. CONTRACTOR agrees to comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

7. CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Officer 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. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

9. This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

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

11. CONTRACTOR must be pre-qualified as a Best Value Contractor with Dane County Public Works Solid Waste Division before award of Contract. Subcontractors must be pre-qualified ten (10) days prior to commencing Work under this Contract.

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of WI as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Obligee, in the sum of () Percent of total amount bid Dollars (\$) Percent of attached bid.

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No.: (Here insert full name, address, and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this day of , 20 .

(Witness) (Principal) (Seal) (Title) (Surety) (Seal) (Witness) ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

OWNER (Name and Address): _____

CONSTRUCTION CONTRACT
Date: _____
Amount: \$ _____
Description (Name and Location): _____

BOND

Date (Not earlier than Construction Contract Date): _____

Amount: \$ _____

Modifications to this Bond: _____

None

See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: _____
(Corporate Seal)

SURETY COMPANY: _____
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER: _____

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party): _____

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights 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, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. _____

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY:
(Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the 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.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor

shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to attention of Public Works Engineering Division and received at Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before local time and date specified herein for Bid Due Date. Seal all bids in envelopes and clearly mark front with bid number and reference to specified contents of bid. All uses of term “County” in Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on firm’s letterhead only, additional data and information deemed advantageous to County. County shall hold optional consideration of such data and information.
- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from Dane County Department of Public Works, Highway & Transportation. All uses of term “Department” in Construction Documents shall mean Department of Public Works, Highway & Transportation, which is Dane County government unit.
- E. **Withdrawal or Late Bids.** County will not accept formal bids, amendments thereto, or requests for withdrawal of bid or any part thereof, after time of Bid Due Date.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with Purchasing Division.
- G. **Products by Name.** Intention of Specifications of products by name is to be descriptive of quality, workmanship, finish, function and approximate characteristics desired; intention is not necessarily restriction. Consideration of products substitution for those named is possible, provided substitute offered is, in opinion of Dane County Public Works Project

Manager, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit site(s) that will receive intended work or installation, and in so doing, be held responsible for job deemed satisfactory by County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Calendar Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** Bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** Bid Due Date is time fixed for opening of formal bids. Bids' contents will be made public for information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** Bid Bond shall accompany Bids, which shall be either flat sum or percentage figure as shown on Project Manual Cover. This Bid Bond shall serve as warrant that successful bidder will fulfill terms of bid within time limit as indicated in bid after notice of award by Dane County. Bid Bond may be certified bank check (note: uncertified checks will not be acceptable), cashier's check or United State money order payable to Treasurer of Dane County; or on Bid Bond with corporate surety authorized to do business in State of Wisconsin and warranty of attorney to confess judgment thereon attached thereto. County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. County shall return check held from Contractor after satisfactory completion of Contract or after receipt by County of Performance Bond from Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.

- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish acceptable Performance Bond (Article 2.C.) within twenty (20) business days after receipt of notice of award shall render guarantor liable to County. Bids covered by certified check or bond such security shall become absolute property of County and shall be deposited with County Treasurer for benefit of County as liquidated damages. County shall forthwith proceed to collect on Bid Bond.
- C. **Performance / Payment Bond.** When required, file guarantee that successful bidder will faithfully perform obligations of bid as accepted. Such guarantee must be bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to acceptance of finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in execution of the Work provided for in Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of successful bidder's failure to comply and perform the Work and complete Contract in accordance with Construction Documents; attach thereto a warrant of attorney authorizing confession of judgment thereon for benefit of County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by Contractor or subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards to compare the Work.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Construction Documents. Purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required how Contractor proposes to conform to information given and design concept expressed in Construction Documents.
- E. Contractor shall review, approve and submit to Public Works Project Manager Shop Drawings, Product Data, Samples and similar submittals required by Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in activities of County or of separate contractors. Submittals made by Contractor not required by Construction Documents, may be returned without action.
- F. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until Public Works Project Manager has approved respective submittal. Such Work shall be in accordance with approved submittals.
- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked

and coordinated information contained within such submittals with requirements of the Work and of Construction Documents.

- H. Contractor shall not be relieved of responsibility for deviations from requirements of Construction Documents by Public Works Project Manager's approval of Shop Drawings, Product Data, Samples and similar submittals unless Contractor has specifically informed Public Works Project Manager in writing of such deviation at time of submittal and Public Works Project Manager has given written approval to specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by Public Works Project Manager's approval thereof.
- I. Contractor shall in writing direct specific attention to revised and / or resubmitted Shop Drawings, Product Data, Samples or similar submittals that were not requested by Architect / Engineer or Public Works Project Manager on previous submittals.
- J. Unless specified otherwise, Contractor shall submit three (3) copies of all Shop Drawings, Product Data, Samples or similar submittals 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.

4. SITE RESTORATION

- A. Contractor shall be responsible for seeding and restoring any disturbed areas at completion of the Work
- B. Contractor shall be responsible for disposing of all spoils from the drilling of the poles. The spoils material may be disposed of in the active area of the landfill at no additional charge to the Contractor.
- C. If Contractor fails to clean up and restore the site as directed by Engineer, County may do so and shall charge Contractor cost thereof.

5. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to lowest responsible bidder conforming to Construction Documents or on most advantageous bid to County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** County reserves right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. County also reserves right to waive technical defects when in its judgment best interests of County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to bidder in form of Purchase Order or similar, mailed or delivered to address shown on Bid Form.

- E. **Tie Bids.** If two or more bidders submit identical bids, decision of County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration in determining award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
- G. **Disqualification.** Awards will not be made to any person, firm or company in default of Contract with County, or to any bidder having as its sales agent or representative or as member of firm, any individual previously in default or guilty of misrepresentation.
- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting Public Works' website, www.countyofdane.com/pwbids.

6. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by Public Works Project Manager of proposal for services shall constitute Contract, which shall bind bidder to perform the Work as detailed in Construction Documents, for bid amount and in accordance with all conditions of said accepted bid. Formal Contract containing all provisions of Contract signed by both parties shall be used when required by Public Works Project Manager.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by using agency and approval by Dane County Public Works Project Manager, and, where required by ordinances, approval by Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of value of all the Work performed up to fifty percent (50%) of scheduled values less total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by County in consideration and elimination of possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in terms of contract shall be valid or binding upon County unless made in writing and signed by Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of Public Works Project Manager.
- F. **Cancellations.** Contract may be canceled or voided by Public Works Project Manager upon non-performance or violation of contract provisions, and award made to next low bidder or articles specified may be purchased on open market. In either event, defaulting contractor (or their surety) shall be liable to Dane County for costs to County in excess of defaulting contractor's contract prices.
- G. **Right of Department to Terminate Contract.**

1. In event that Contractor or any subcontractors violate any provisions of this Contract, 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.
 2. 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. However, 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 for account and 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 equipment, materials and / or supplies as may be on site of the Work and therefore necessary.
- H. **Non-Liability.** Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is result of fire, flood, strike, transporting carrier, act of God, act of government, act of alien enemy or by any other circumstances which, in Public Works Project Manager's opinion, is beyond control of Contractor. Under such circumstances, however, Public Works Project Manager may in discretion, cancel Contract.
- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at direction of County or Agency to which goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of Contract, will be rejected. Public Works Project Manager shall direct all required laboratory tests. Decision of Public Works Project Manager on acceptance shall be final.
- J. **Time for Completion.** Contractor agrees that the Work shall be prosecuted regularly and diligently and complete entire project as stated in Construction Documents.
- K. **Changes in the Work.**
1. Except in cases of emergency, no changes in the Work covered by approved Construction Documents shall be made without having prior written approval of Department. Charges or credits for work covered by approved change shall be determined by one of these methods:
 - a) Unit bid prices previously approved.
 - b) Agreed lump sum based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during time of use on extra work;
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.b), there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense;

- 8) On that portion of work under K.1.b) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
- 9) 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.
- c) Cost-Plus Work, with not-to-exceed dollar limit, based on actual cost of:
 - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
 - 2) Materials entering permanently into the Work;
 - 3) Ownership or rental cost of construction plant and equipment during time of use on extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for operation of construction or power equipment;
 - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
 - 6) Social Security, pension and unemployment contributions;
 - 7) To cost under K.1.c) there shall be added fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of the Work performed with their own labor force; fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of work under K.1.c) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) 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.
2. 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 thereof within two 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.
3. No claim for extra work or cost shall be allowed unless same was done in pursuance of written order of Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
4. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

L. Payments to Contractor.

1. 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 approved Application and Certificate of Payment from Architect / Engineer and approval of Department.
2. Contractor shall submit to Architect / Engineer Application and Certificate of Payment. Architect / Engineer will review and approve this before sending it to Public Works Project Manager. Evidence may be required, and supplied on demand, that supports request and Contractor's right to payment claimed.

3. Request 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. Requests involving 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 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.
4. Payments by County will be due within forty-five (45) business days after receipt by Department of certified request.
5. Five percent (5%) of each request for certification will be retained 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, remaining payments will be made in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with construction progress schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become sole property of County. 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.
7. Final payment will be made within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
8. On completion and acceptance of each separate division of Contract, on which stated price is separated in Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

M. Withholding of Payments.

1. 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. Then 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.

2. 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.
3. 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, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in performance of this Contract.
4. At Department's request, Contractor shall furnish satisfactory evidence that all obligations of nature designated above have been paid, discharged or waived.

N. Acceptance of Final Payment as Release.

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

O. Lien Waivers. Contractor warrants that title to all work covered by application for Payment will pass to County no later than time of payment. Contractor further warrants that upon submittal of Application for Payment all work for which Certificates for Payment have been previously issued and payments received from County shall, to best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, subcontractor, material suppliers, or other persons or entities making claim by reason of having provide labor, materials and equipment related to the Work.

P. Use and Occupancy Prior to Acceptance. Contractor agrees to use and occupancy of portion or unit of project before formal acceptance by Department, provided Department:

1. Secures written consent of Contractor; except when in opinion of Department's 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 project during remaining period of construction, or, secures consent of Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of project to be occupied, at time of occupancy.

Q. Correction of Work.

1. 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 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, as case may be, by Contractor at Contractor's expense. Rejected material shall immediately be removed from site.

2. 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 payments then or thereafter due Contractor cost of correcting such deficiencies, including cost of Architect / Engineer's additional services made necessary by such default, neglect or failure.

7. 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 therefrom, which appear within period of one 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 Architect / Engineer and Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

8. IDENTICAL BIDDING

- A. **Antitrust Laws.** All identical bids submitted to County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount shall be reported to Attorney Generals of the United States and State of Wisconsin for possible violation and enforcement of antitrust laws.

9. BINDING CONTRACTS

- A. **Contract Commitment.** Any contracts resulting from this bid shall be binding on successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

10. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES

- A. **Affirmative Action Provisions.** During term of its 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, available to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall no 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.
- B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) business days of effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of Contract. During term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, number hired and number rejected.
- C. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to effect that Contractor is "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer 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.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. 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 subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as percentage of total dollar amount of bid.

11. COMPLIANCE WITH FAIR LABOR STANDARDS

- A. During term of this Contract, Contractor shall report to County Contract Compliance Officer, 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 Officer 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 Officer 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."

12. DOMESTIC PARTNERSHIP BENEFITS

- A. Contractor agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. Contractor agrees to make available for County inspection Contractor's payroll records relating to employees providing services on or under this Contract or subcontract. If any payroll records of Contractor contain any false, misleading or fraudulent information, or if Contractor fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Contract; terminate, cancel or suspend Contract in whole or in part; or, after due process hearing, deny Contractor right to participate in bidding on future County contracts for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

13. INSURANCE REQUIREMENTS

- A. 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 there from, 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 a part indemnified hereunder.
- B. 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.
- C. Obligations of Contractor under this Contract shall not extend to liability of Architect / Engineer, its agents or employees arising out of (1) preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) 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.
- D. 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.

- E. **Contractor Carried Insurance.** In order to protect itself and County, Contractor shall not commence work under this Contract until obtaining all required insurance and County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.
1. **Worker's Compensation Insurance**
Contractor shall procure and shall maintain during life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at site of project under this Contract and, in case of 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.
 2. **Contractor's Public Liability and Property Damage Insurance**
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 \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in amount not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
 3. **Auto Liability Insurance**
Contractor shall procure and maintain during life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as "Additional Insured".
- F. Contractor either (1) shall require each subcontractors 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 that activities of subcontractors in their own policy.
- G. Contractor shall furnish County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this 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 County."
- H. **Builder's Risk.** County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$500,000 or less. Therefore, if project completed value is more than \$500,000, 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.

TECHNICAL SPECIFICATIONS FORM

Specifications Overview

Dane County is seeking a permanent 25' litter fence along the side of the landfill. The litter fence shall be designed to prevent landfill debris from exiting the landfill property and shall tie into the existing litter fence. Underground utilities are not expected to interfere with construction and utility locations will be verified by the County prior to fence installation.

This system will be constructed at Rodefild Landfill:

Dane County Landfill Site #2
7102 US Highway 12 & 18
Madison, WI 53718

The BASE BID is for 700 LF of litter fencing along the side of the landfill with a height of 25'-0" with nylon or equivalent netting.

Pricing shall include cost of all necessary labor, materials, and equipment required to complete the construction of the litter fence. Labor shall include all necessary labor to complete this Work including, but not limited to the layout and driving of base poles, placement and weldment of upper poles, and installation of netting, along with all labor necessary for the proper alignment of the entire fence system. Location of fencing is shown in Figure 1, showing current grades, footprint of the landfill expansion, and property limits and may be referenced to determine what equipment will be required/allowable within the site.

Bidder shall complete every space in the area provided on the following three pages with either a check mark to indicate the item being bid is exactly as specified (**Comply**), or deviates from bid specification (**Does Not Comply**). Any deviation from the minimum specifications stated herein must be identified in detail on the form provided and must include a description of how the proposed item/s differ from the bid requirements, along with detailed justification for such deviation. Proposer shall include photos and schematics as necessary, for complete clarification.

The specifications below describe an acceptable system. Minor variations in specification may be accepted if, in the opinion of County staff, they do not adversely affect the quality, maintenance or performance of the items. Dane County reserves the right to accept or reject any and all bids, to waive informalities and to choose the bid that best meets the specifications and needs of the County.

Technical Specifications

General System Requirements:

Effectively prevent litter from exiting landfill property limits.

Entire fence system and components shall be designed for a minimum of 90 MPH-Exposure C-IBC 2012 Building Code average wind speed with 66% of surface covered with litter.

Entire fence system and components shall be designed for a minimum of 30 PSF-IBC 2012 Building Code average snow and ice load with 66% of surface covered with litter.

Comply with all federal, state, and local building codes and wind design requirements.

Fence supports shall be placed at maximum of 50' on center.

Design of entire system shall be stamped by Contractor's Professional Engineer.

Entire fence system and components shall be integrated into existing litter fence.

Base Bid Components:

Netting

#18 x 1-inch Barrier Netting 100% Dupont Type 66-728 Knotted Nylon 191 lb. per strand break strength or equal.

Dyed black, tarred, stabilized, and bonded for UV and weather resistance.

Rope borders around entire perimeter and 1 horizontal wind line at outrigger elbow, vertically on each pole, and between each pole on steel poles.

Custom fit and tailored for a tight fit on framing wires.

Netting shall include a mid-height wind cable to protect netting from full panel billowing.

Rope/Twine

5/16-inch Twisted Nylon rope for netting borders/perimeters horizontal wind lines, and vertical rib lines on all poles 3,600 lb. break strength, or equal.

#24 Twisted Nylon Twine 100% Dupont Type 66-728
Nylon-tarred, stabilized, and bonded for UV and weather
resistance, or equal. _____

Sewn to netting with ½ and clove hitch 6-inch on center
and to not exceed 8-inch on center. _____

Hardware/Wire

5/16-inch Electro-Galvanized Snap Hooks for attaching
Netting panels to guy/framing wires 30-inch on center
along all framing wires

5/16-inch EHS guy strand wires for all framing wires,
11,200 lb. break strength. _____

Preformed grips utility standard used to form all eyes. _____

Pole Line Hardware

All pole line hardware shall meet ANSI Standards and
shall be RUS Listed. _____

Sized Typ. 5/8-inch bolts and fittings. _____

10-inch by 72-inch Helical ground anchor assembly
at both ends and turns exceeding 20 degrees. _____

5/16-inch automatic guy dead end for termination of
wires at anchor. _____

End and Corner Poles

5/8-inch Double Arming Full Thread Bolt with thimble
eye nut top at outrigger elbow, center, and bottom. _____

Angle thimble eye behind thimble fitting top and bottom
for attachment of vertical wires. _____

Guy hook on outside of pole tops and for running down
guy to earth anchor. _____

Square curved and spring locking washers typical
Each side of fitting/bolt. _____

Mid Span Poles

5/8-inch Double Arming Full Thread Bolt with 3-bolts
Suspension clamps top, center, bottom, and at outrigger
elbow. _____

Top, at outrigger elbow, and bottom with vertical support
roller behind clamp for attachment of vertical wires. _____

Assembly at outrigger elbow and center with 1-Bolt Clamp
behind 3-Bolt for securing vertical wires in center. _____

Square curved and spring locking washers typical each side of fitting/bolt. _____

All cable attachment points using thimble eye type hardware to minimize pinching and/or kinking of cable. _____

All bolts shall be through bolt and rated. _____

Poles

25' above ground level, including a 4' outrigger arm, spaced to meet General System Requirements. _____

Overall height above grade is 25'. _____

Please list pole diameter, material, and strength.
Diameter: Min. 16" outside diameter
Material: Steel
Strength: 65 KSI

Minimum 36" bore and backfill with 4,000 PSI Concrete. _____

Installed not to exceed 50' on center. _____

Top 4' of pole shall have a 45 degree outrigger. _____

All poles coated with STRYK 5388 anti-corrosion coating or equal in 3 coats. _____

All pole components shall be supplied in manufacturers standard black finish. _____

Provide a welded cap on the top of each pipe to mitigate water intrusion. _____

Provide a bead of sealant on the joint between the base pole and outrigger arm to mitigate water intrusion. A metallic collar may be substituted for the sealant, and shall also provide mitigation of water intrusion. _____

Installation:

Care shall be taken not to damage the materials. Areas damaged shall be repaired or replaced. _____

All posts shall be plumb and the fence line shall be straight between the corner posts. Posts shall be uniformly placed with a maximum spacing of 50' on center. Where the ground slopes, the fence shall follow a uniform grade so that there is a consistent height of 25'-0". The bottom of the fence shall be at finished grade. Additional netting or other material approved by ENGINEER shall extend to fill gaps. _____

Top of each concrete footing shall be crowned to shed water.
posts shall be braced and held in position until the concrete has
hardened sufficiently to prevent movement. _____

All materials and components shall be installed according
to manufacturer's guidelines. _____

Contractor shall not remove any trees during fence
installation. _____

Warranty and service:

Provide Owner with warranties as specified. _____

Minimum of a two year installation warranty. _____

Minimum of a ten year warranty on netting panels. _____

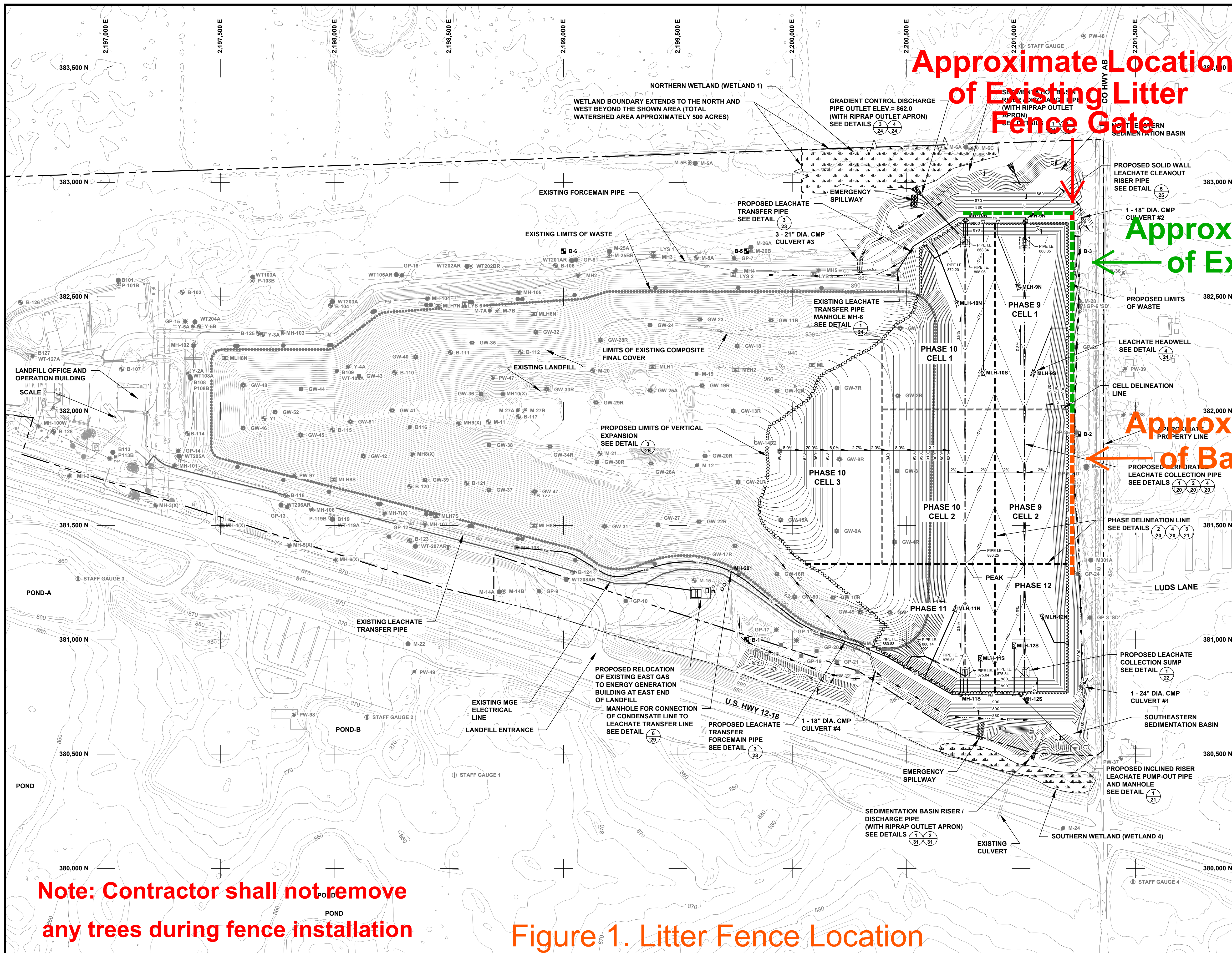
DEVIATIONS

ITEM NUMBER

DEVIATION EXPLANATION

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Check box at left if bidder has taken NO deviations from the specifications

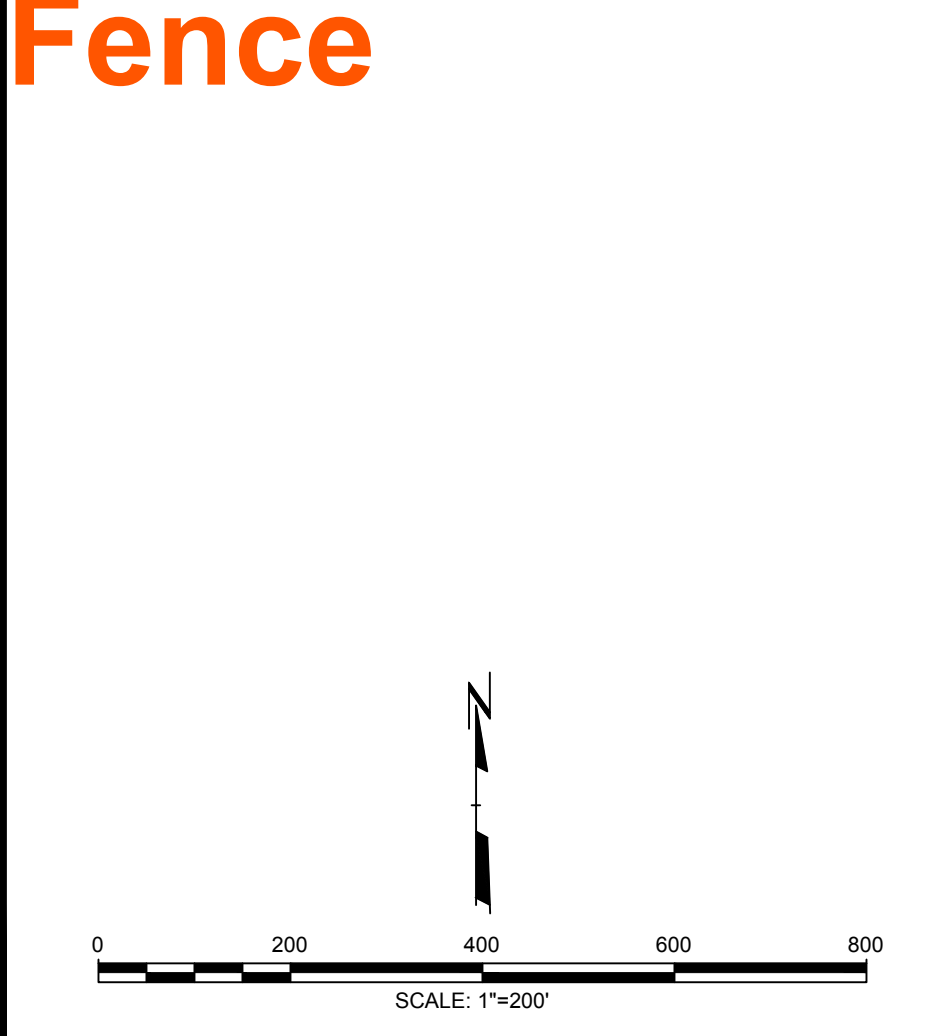


LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- APPROXIMATE RIGHT-OF-WAY
- GRID LOCATION
- EXISTING PAVED ROAD
- EXISTING UNPAVED ROAD
- EXISTING FENCE
- EXISTING BUILDING
- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING TREES AND/OR BRUSH
- EXISTING WET AREA AND WETLAND LIMITS
- EXISTING EDGE OF WATER
- DRAINAGE DITCH
- EXISTING APPROVED LIMITS OF WASTE
- PROPOSED LIMITS OF WASTE
- PROPOSED PHASE DELINEATION LINE
- PROPOSED CELL DELINEATION LINE
- PROPOSED 10' BASE GRADE CONTOUR
- PROPOSED 2' BASE GRADE CONTOUR
- PROPOSED LEACHATE COLLECTION PIPE
- PROPOSED LEACHATE COLLECTION SUMP
- PROPOSED INCLINED RISER LEACHATE PUMP-OUT PIPE AND MANHOLE
- PROPOSED PERFORATED LEACHATE COLLECTION PIPE
- EXISTING LEACHATE FORCEMAIN LINE
- EXISTING LEACHATE GRAVITY DRAIN LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED NEW FORCEMAIN PIPE
- LIMITS OF COMPOSITE FINAL COVER
- LIMITS OF VERTICAL EXPANSION FOR 1993 WESTERN EXPANSION
- PROPOSED LEACHATE HEADWELL LOCATION

NOTES

1. REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR REVISIONS AND GENERAL NOTES.
2. REFER TO PLAN SHEET 2 OF THIS PLAN SET FOR LOCATIONS AND ELEVATION OF EXISTING CONTROL POINTS.
3. SEE PLAN SHEETS 1 AND 7 FOR LOCATION OF PHYSICAL BARRIERS PLACED TO PROTECT WETLANDS BOUNDARIES.



NOTE: THESE PLANS ARE ACCOMPANIED BY A REPORT OF THE SAME TITLE. THESE DOCUMENTS ARE INTERRELATED AND ARE INTENDED TO BE USED TOGETHER. THESE DOCUMENTS ARE INTENDED TO BE USED FOR REGULATORY PURPOSES ONLY.
NOT FOR CONSTRUCTION

NO.	BY	DATE	REVISION	APPD.
3.				
2.				
1.				

PROJECT: **DANE COUNTY NO. 2 (RODEFELD) LANDFILL PLAN OF OPERATION - EASTERN EXPANSION DANE COUNTY, WISCONSIN**

SHEET TITLE: **BASE GRADES / LEACHATE COLLECTION SYSTEM**

DRAWN BY: RNOLDEN SCALE: AS SHOWN PROJ. NO.: 194528.0003.0000
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 APPROVED BY: JCO DATE: MARCH 2014 SHEET 5 OF 33