

CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION
ROOM 425, CITY-COUNTY BUILDING
MADISON, WISCONSIN 53703

REQUEST FOR BIDS NO. 107129 MILL SITE PEDESTRIAN / BICYCLE BRIDGE AT CAM-ROCK PARK CAM-ROCK PARK 68 COUNTY HIGHWAY B CAMBRIDGE, WISCONSIN 53523

*** A bidders facility tour will be held on September 26, 2007 at 9 AM at Cam-Rock Park, 68 County Hwy B, Cambridge, WI 53523, starting in the parking lot of Shelter 2. This tour will go until approximately 10 AM. Bidders are strongly encouraged to attend this tour, however attendance is optional.

Opening Date: **OCTOBER 4, 2007**

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

Time: **2:00 P.M.**

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

Location: **ROOM 425, CITY-COUNTY BUILDING**

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL, PROJECT ENGINEER
DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713
TELEPHONE NO.: 608/267-0119
FAX NO.: 608/267-1533
E-MAIL: NEBEL@CO.DANE.WI.US

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DANE COUNTY VENDOR REGISTRATION PROGRAM

All bidders or proposers wishing to submit a bid or proposal must be a *paid registered vendor* with Dane County. Prior to the bid or proposal opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608/266-4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid or proposal to be considered for an award.

LEGAL NOTICE

REQUEST FOR BIDS

Sealed bids will be received by the Dane County Purchasing Division, Room 425, City-County Building, 210 Martin Luther King, Jr. Blvd., Madison, Wisconsin 53703, until

2:00 P.M., THURSDAY, OCTOBER 4, 2007

BID NO. 107129

**MILL SITE PEDESTRIAN / BICYCLE BRIDGE at CAM-ROCK PARK
68 COUNTY HIGHWAY B
CAMBRIDGE, WI 53523**

Bidders are strongly encouraged to attend a pre-bid meeting at 9:00 a.m. on Wednesday, September 26, 2007 at the jobsite.

Plans and Specifications may be obtained at the Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608-266-4018, or downloading it from www.countyofdane.com/pwht/bid.

All bidders wishing to submit a bid must be registered with Dane County prior to the bid opening. Complete a Registration Form online by downloading it from www.danepurchasing.com.

PUBLISH: September 18 and 25, 2007 - WISCONSIN STATE JOURNAL

INSTRUCTIONS TO BIDDERS

**Mill Site Bridge at Cam-Rock Park
Cam-Rock Park
68 County Highway B
Cambridge, Wisconsin 53523**

1. SECURING DOCUMENTS

- A. 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
www.countyofdane.com/pwht/bid
- B. If Construction Documents are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.
- C. Deposit for Drawings and Specifications is not required.

2. BID REQUIREMENTS

- A. Bidder shall submit lump sum bid for providing all 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
c/o Dane County Purchasing Agent
210 Martin Luther King Jr. Blvd. - Room 425
Madison, Wisconsin 53703
- 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. Bidders shall not add any conditions, escalator clauses or qualifying statements to Bid Form.
- E. Erasures or other changes to Bid must be explained or noted, and shall be accompanied by initials of bidder.
- F. Legally authorized official of bidder's organization shall sign Bids.
- G. Bidder's organization shall submit completed Fair Labor Practices Certification form, included in these Construction Documents.
- H. 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 Opening. Bid Bond must be submitted with Bid.

- I. 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:
Rob Nebel, Project Engineer
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
- 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 Dane County Parks Division, Chris James, 608/224-3763, or Darren Marsh, 608/224-3766.
- B. A bidders facility tour will be held on September 26, 2007 at 9 AM at Cam-Rock Park, 68 County Hwy B, Cambridge, WI 53523, starting in the parking lot of Shelter 2. This tour will go until approximately 10 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 Opening. Withdrawn Bids shall be returned unopened.

6. BID OPENING

- A. See Legal Notice (advertisement).

7. COMMENCEMENT AND COMPLETION OF WORK

- A. Work shall commence by November 1, 2007.
- B. Work shall be completed by May 1, 2008.

8. 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.

BID FORM

BID NO. 107129

**PROJECT: MILL SITE PEDESTRIAN / BICYCLE BRIDGE AT CAM –ROCK PARK
CAM-ROCK PARK**

**TO: DANE COUNTY PURCHASING AGENT
210 MARTIN LUTHER KING, JR. BLVD. - ROOM 425
MADISON, WISCONSIN 53703**

BASE BID - LUMP SUM:

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 Land and Water Resources Department, Parks Division must have this project completed by May 1, 2008 assuming this Work can be started by November 1, 2007, what dates can you commence and complete this job?

Commencement Date: _____ Completion Date: _____
(final, not substantial)

Name of Bidder: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Contact Person: _____

SIGNATURE: _____
(Bid is invalid without signature)

BID CHECK LIST:

These items **must** be included with Bid or completed **before** bidding

Bid Form Bid Bond Fair Labor Practices Certification Vendor Registration

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 proposal, bid or application for a contract with the county of Dane.

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov 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.

COUNTY OF DANE

PUBLIC WORKS CONTRACT

Contract No. _____ Bid No. 107129

Authority: Res. _____, 2007-08

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 Associate Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide 90 foot prefabricated steel bridge for Cam-Rock Park in Cambridge, WI.

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, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by _____ (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Document Index, 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 Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Agreement, 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 Agreement. During the term of this Agreement 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 Agreement, 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 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 Agreement.

7. 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.

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

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

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 Associate Public Works Director.

FOR COUNTY:

Kathleen M. Falk, County Executive Date

Robert Ohlsen, 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 .

(Principal) (Seal)

(Witness) (Title)

(Surety) (Seal)

(Witness) ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



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):

SAMPLE

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:

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, 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 avail-

able 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 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.

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 Con-

tractor 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:

CONDITIONS OF CONTRACT

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1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Bids shall be addressed to the attention of Dane County Purchasing Agent and received at the Dane County Purchasing Division, 210 Martin Luther King, Jr. Blvd., Room 425, Madison, WI 53703, on or before the local time and date specified herein for the Bid Opening. Seal all bids in envelopes provided by Dane County or similar and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the 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 the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Construction Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.
- E. **Withdrawal or Late Bids.** The County will not accept formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, after the time of Bid Opening.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with the 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 the substitute offered is, in the opinion of the Dane County Public Works Project Engineer, equal or superior in quality, workmanship, finish, function and approximate characteristics to that specified in the Project Manual Specifications listed herein.

- H. **Visitation of Sites.** Bidder shall visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the 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 a regular bid. This shall include:
 - 1. Completed Bid Form.
 - 2. Completed Fair Labor Practices Certification.
 - 3. Completed Bid Bond.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Opening 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 the 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 the bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** The 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.** The Bid Opening is the time fixed for the opening of formal bids. The Bids' contents will be made public for the 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.** A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified bank check (note: uncertified checks will not be acceptable), a cashier's check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt by the County of a Performance Bond from the 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 an acceptable Performance Bond (Article 2.C.) within twenty (20) days after receipt of notice of award shall render the guarantor liable to the County. Bids covered by certified check or bond such security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.
- C. **Performance / Payment Bond.** When required, file a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted. Such guarantee must be a bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that the 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 the acceptance of the finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify and hold the County and its Agencies and employees harmless from all costs, damages and expenses growing out of or by reason of the successful bidder's failure to comply and perform the Work and complete the Contract in accordance with the Construction Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a 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 the 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Construction Documents.
- E. The Contractor shall review, approve and submit to the Public Works Project Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Construction Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor not required by the Construction Documents, may be returned without action.
- F. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the Public Works Project Engineer has approved the respective submittal. Such Work shall be in accordance with approved submittals.
- G. By approving and submitting, Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked

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

- H. The Contractor shall not be relieved of responsibility for deviations from requirements of the Construction Documents by the Public Works Project Engineer's approval of Shop Drawings, Product Data, Samples and similar submittals unless the Contractor has specifically informed the Public Works Project Engineer in writing of such deviation at the time of submittal and the Public Works Project Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Sample or similar submittals by the Public Works Project Engineer's approval thereof.
- I. The 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 the Architect / Engineer or the Public Works Project Engineer 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. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the 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. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the 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 a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.

- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the County Purchasing Division Office Monday through Friday, between 7:45 a.m. and 4:30 p.m.

5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Engineer of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Engineer.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The 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 the using agency and approval by the Dane County Public Works Project Engineer, and, where required by ordinances, approval by the 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 the value of all Work performed up to fifty percent (50%) of scheduled values less the 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 the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Engineer.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Engineer upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
 2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such

Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.

- H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Engineer's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Engineer may in the discretion, cancel the Contract.
- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Engineer shall direct all required laboratory tests. The decision of the Public Works Project Engineer on acceptance shall be final.
- J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.
- K. **Changes in the Work.**
1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
 - a) Unit bid prices previously approved.
 - b) An 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) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the 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 the cost under K.1.b) 2), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
 - 8) On that portion of the work under K.1.b) 2) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
 - c) Cost-Plus Work, with a 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) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
 - 4) Power and consumable supplies for the 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 the cost under K.1.c) 3) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
 - 8) On that portion of the work under K.1.c) 3) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
 - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
2. If the Contractor claims that by any instructions given by the Architect / Engineer, the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
 3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect / Engineer and approved by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
 4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Engineer to proceed.

L. Payments to Contractor.

1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment from the Architect / Engineer and approval of the Department.
2. The Contractor shall submit to the Architect / Engineer an Application and Certificate of Payment. The Architect / Engineer will review and approve this before sending it to the Public Works Project Engineer. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient

cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.

4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a 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 the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Architect / Engineer and Public Works Project Engineer find that the progress of the Work corresponds with the construction progress schedule. If the Architect / Engineer and Public Works Project Engineer find that the progress of the Work does not correspond with the 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 the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the 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. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a 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 the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.

2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.
3. The Contractor agrees to indemnify and hold the County, its officers, agents, servants, and employees harmless from all claims growing out of the 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 the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

N. Acceptance of Final Payment as Release.

1. The making of final payment shall constitute a waiver of all claims by the 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 the requirements of the Construction Documents; or
 - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

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

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

1. Secures written consent of the Contractor; except when in the opinion of the Department's Public Works Project Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
2. Secures endorsement from the insurance carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction, or, secures consent of the Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of the 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 the inspection of the Architect / Engineer and the Public Works Project Engineer who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Architect / Engineer's and the Public

Works Project Engineer's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.

2. If the Contractor defaults or neglects to carry out the Work in accordance with the Construction Documents or fails to perform any provision of the Contract, the Department may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect / Engineer's additional services made necessary by such default, neglect or failure.

6. GENERAL GUARANTEE

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

7. IDENTICAL BIDDING

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

8. BINDING CONTRACTS

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

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

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. 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 or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The 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 the 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 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 and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.
- C. Contact the 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 the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. 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 provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the 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. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what

percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

10. COMPLIANCE WITH FAIR LABOR STANDARDS

- A. During term of this Contract, Contractor shall report to County Contract Compliance Officer, within ten (10) 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."

11. INSURANCE REQUIREMENTS

- A. The Contractor shall indemnify, hold harmless and defend the 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 the 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 the loss of use resulting there from, and is caused in whole or in part by any act or omission of the 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 the County or any of its boards, commissions, agencies, officers, employees or representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- C. The obligations of the Contractor under this Contract shall not extend to the liability of the Architect / Engineer, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instruction by the Architect / Engineer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- D. The County shall not be liable to the 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 the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.
1. **Worker's Compensation Insurance**
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
 2. **Contractor's Public Liability and Property Damage Insurance**
The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".
 3. **Auto Liability Insurance**
The Contractor shall procure and maintain during the 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 an "Additional Insured".
- F. The Contractor either (1) shall require each of the subcontractors to procure and to maintain during the life of the subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of the type and in the same amount specified in the preceding paragraphs; or (2) insure that activities of the subcontractors in their own policy.
- G. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."
- H. **County Provided Protection.** The County shall provide a Builder's Risk policy when applicable to the project. The County's Risk Manager, upon the Contractor's request, will make available the terms of this policy. By executing this contract, the Contractor warrants it is familiar with the terms of said policy.

SECTION 01000

BASIC REQUIREMENTS

PART 1 GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
 2. Summary of the Work
 3. Contractor Use of Premises
 4. Applications for Payment
 5. Coordination
 6. Conferences
 7. Progress Meetings
 8. Submittal Procedures
 9. Proposed Products List
 10. Shop Drawings
 11. Product Data
 12. Manufacturers' Instructions
 13. Manufacturers' Certificates
 14. Quality Assurance / Quality Control of Installation
 15. References
 16. Protection of Installed Work
 17. Parking
 18. Progress Cleaning
 19. Products
 20. Transportation, Handling, Storage and Protection
 21. Product Options
 22. Substitutions
 23. Starting Systems
 24. Contract Closeout Procedures
 25. Final Cleaning
 26. Adjusting
 27. As-Built Drawings and Specifications

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. Contractor to provide a 100 foot prefabricated Half-Through Pony System steel bridge. Bridge will include all features specified within construction documents. Contractor also to provide detailed, written instructions in proper lifting and splicing procedures (if required).
- B. Work by Owner: Not applicable.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractors or Subcontractors and access by Owner.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) copies of each application on AIA Form G702 or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Weekly.

1.5 COORDINATION

- A. Coordinate scheduling, submittals, and work of various sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings.

1.6 CONFERENCES

- A. Dane County Department Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties.
- B. When required in individual Specification section, convene a pre-installation conference at project site prior to commencing work of the section.

1.7 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at minimum of one (1) per week.
- B. Preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.

1.8 SUBMITTAL PROCEDURES

- A. Submittal form to identify Project, Contractor, Subcontractor or supplier; and pertinent Construction Documents references.

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

1.9 PROPOSED PRODUCTS LIST

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

1.10 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Engineer.

1.11 PRODUCT DATA

- A. Submit number of copies that Contractor requires, plus two (2) copies that shall be retained by Public Works Project Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

1.12 MANUFACTURERS' INSTRUCTIONS

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

1.13 MANUFACTURERS' CERTIFICATES

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

1.14 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.

- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.15 REFERENCES

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

1.16 PROTECTION OF INSTALLED WORK

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

1.17 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel. Parking shall be available at the Work site.

1.18 PROGRESS CLEANING

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

1.19 PRODUCTS

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

1.20 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.21 PRODUCT OPTIONS

- A. Where definite material is specified, it is not intention to discriminate against "equal" product made by another manufacturer. Intention is to set definite standard of material quality. Should bidder choose to bid materials other than those specified, bidder shall

submit said materials specifications to Department Public Works, Highway & Transportation for approval at least seven (7) days prior to Bid Opening.

- B. Products and materials that are not specified, but have been approved for use by Public Works Project Engineer shall be identified in addenda to all bidding contractors.
- C. Requests for material or product substitutions submitted after Bid Opening may be considered. Dane County reserves right to approve or reject substitutions based on Specification requirements and intended use.

1.22 SUBSTITUTIONS

- A. Public Works Project Engineer shall consider requests for Substitutions only within fifteen (15) days after date of Public Works Contract.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- C. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.

1.23 STARTING SYSTEMS

- A. Provide written notification prior to start-up of each equipment item or system.
- B. Ensure that each piece of equipment or system is ready for operation.
- C. Execute start-up under supervision of responsible persons in accordance with manufacturers' instructions.
- D. Submit written report that equipment or system has been properly installed and is functioning correctly.

1.24 CONTRACT CLOSEOUT PROCEDURES

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

1.25 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior surfaces exposed to view.

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

1.26 ADJUSTING

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

1.27 AS-BUILT DRAWINGS AND SPECIFICATIONS

A. Contractor-produced Drawings and Specifications shall remain property of Contractor whether Project for which they are made is executed or not. Contractor shall furnish Public Works Project Engineer with original tracings of drawings and prints of specifications in reproducible format, one set of Drawings and Specifications and one set of as-builts drawings in [AutoCAD 2004 (or lower), manually drafted] format and entire specification in Word 2000 (or lower) format on CD.

END OF SECTION

SECTION 01508

RECYCLING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Waste Management Goals
 - 2. Waste Management Plan
 - 3. Reuse
 - 4. Recycling
 - 5. Materials Sorting and Storage On Site
 - 6. Lists of Recycling Facilities Processors and Haulers
 - 7. Waste Management Plan Form

- B. Related Sections:
 - 1. Section 01000 - Basic Requirements

1.2 WASTE MANAGEMENT GOALS

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

- B. Contractor shall develop, with assistance of Public Works Project Engineer and Architect / Engineer, Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

1.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Engineer within fifteen (15) days of Notice to Proceed date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:
 - 1. Information on:
 - a. Types of waste materials produced as result of work performed on site;
 - b. Estimated quantities of waste produced;
 - c. Identification of materials with potential to be recycled or reused;
 - d. How materials will be recycled or reused;
 - e. On-site storage and separation requirements (on site containers);
 - f. Transportation methods; and
 - g. Destinations.

1.4 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Salvage should be investigated for materials not reusable on site.

1.5 RECYCLING

- A. These materials can be recycled in Dane County area:
 1. Wood.
 2. Wood Pallets.
 3. Fluorescent Lamps.
 4. Foam Insulation & Packaging (extruded and expanded).
 5. PVC Plastic (pipe, siding, etc.).
 6. Concrete.
 7. Corrugated Cardboard.
 8. Metal.
 9. Carpet Padding.
 10. Gypsum Drywall.
 11. Barrels & Drums.
 12. Solvents.

1.6 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.

1.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site www.countyofdane.com has recycling symbol (link) near top of page that lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Recycling Manager at 608/267-8815, or local city, village, town recycling staff listed in above referenced web site. Statewide listings of recycling / reuse markets at available from Wisconsin Department of Natural Resources, www.dnr.state.wi.us/org/aw/wm/markets.

1.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: _____

Address: _____

Phone No.: _____ Recycling Coordinator: _____

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

Solvents	_____ gallons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____

END OF SECTION

SECTION 02550
EROSION CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Straw Bale Barriers
 - 2. Sediment Control Fences
 - 3. Erosion Mat
 - 4. Asphaltic Materials
 - 5. Staples
 - 6. Riprap
 - 7. Sodding
 - 8. Stakes
 - 9. Sewer Piping
 - 10. Temporary Use of Permanent Features
 - 11. Approvals

- B. Related Sections:
 - 1. Applicable provisions of Division 1 shall govern work in this Section.

1.2 REFERENCES

- A. "State of Wisconsin Construction Site Best Management Practice Handbook", Publication WR-222-89.
 - 1. Copies are available by contacting the following:
State of Wisconsin Department of Natural Resources
Non-Point Service and Land Management Section
101 S. Webster Street / POB 7921
Madison, WI 53707-7921
* or *
Document Sales and Distribution
202 South Thornton Avenue / POB 7840
Madison, WI 53707
608/266-3358

- B. "State of Wisconsin, Department of Transportation, Division of Highways Standard Specifications for Road and Bridge Construction" (SSRBC), current edition.
 - 1. Wherever DOT or SSRBC appears in this Specification it refers to current edition, except that this contract shall be a lump sum contract and items, method of measurement and basis of payment shall not apply.

- C. State of Wisconsin Building Code: Chapter 65 - Construction Site Erosion Control.

- D. COMM 65.20 Design Requirements (-1999-65-7-)

1.3 DESCRIPTION OF WORK

- A. Work under this Section shall consist of providing all work, materials, labor, equipment, and supervision to provide and construct erosion control measures necessary to prevent runoff, tracking, or loss of soil materials by water or mechanical action from disturbed portions of project site as provided for in these Specifications and Drawings and as determined by Public Works Project Engineer.
- B. Contractor's attention is specifically directed to Article 30 of the General Requirements pertaining to Stormwater Management and Erosion Control.
- C. This Specification shall apply to all areas of work on this project, unless otherwise specified.
- D. All work shall be in accordance with applicable manufacturer's instructions, and all local, state and federal codes, regulations, laws, and ordinances.
- E. Contractor shall follow COMM 65.08 General Plan Requirements (-1999-65-5-).
- F. Contractor shall comply with applicable requirements of Section 404 of Clean Water Act and Navigable Waters Protection (Chapters 30 & 31).
- G. Contractor shall submit Construction Site Erosion Control Plan and meet Shoreland and Wetland Zoning requirements as required by Building Inspection Offices for cities and villages, Dane County Land Regulations, and Records Department for townships.
- H. Contractor shall apply for NPDES Stormwater Permit for Erosion Control from Wisconsin Department of Natural Resources if project work disrupts more than 5 acres. Contractor shall comply with any requirements of said permit. Smaller sites that are part of a planned development larger than 5 acres must also apply for a permit.

1.4 SUBMITTALS

- A. Contractor shall submit 5 copies of erosion control plans to Public Works Project Engineer for review and approval prior to commencement of any site work.

1.5 RELATED WORK

- A. Site Preparation.
- B. Clearing & Grubbing.
- C. Site Demolition.
- D. Earthwork.
- E. Grading.
- F. Excavation & Trenching.

- G. Sewerage & Drainage.
- H. Site Restoration.
- I. Seeding & Sodding.
- J. Substitutions shall not change contract price established at bid opening.

PART 2 PRODUCTS

2.1 STRAW BALE BARRIERS

- A. Bales used for erosion control shall be either hay or straw, shall have rectangular surfaces, and shall be tightly bound with twine, not wire.

2.2 SEDIMENT CONTROL FENCES

- A. Sediment control fences (also called silt fences) shall comply with requirements of SSRBC 628.2.9.1 and shall be equal to that of Mirafi 100, Trevira Spunbond 1115, Amoco 1380, or Supac 5NP, backed by industrial polypropylene netting or 18 gauge woven wire fence. Fabric shall come in rolls of 3 foot width. Posts used to support fabric shall be at least 2" x 2" nominal in cross section and of sufficient length to fully support 36 inch high fence.

2.3 EROSION MAT

- A. Jute Fabric: shall conform to SSRBC Section 628.2.1.
- B. Wood Fiber Blanket: shall conform to SSRBC Section 628.2.2.
- C. Fiber Glass Roving: shall conform to SSRBC Section 628.2.3.

2.4 ASPHALTIC MATERIALS

- A. Asphaltic Materials intended for anchoring fiberglass roving materials shall conform to SSRBC Section 628.2.4.

2.5 STAPLES

- A. Staples intended to anchor erosion mat shall conform to SSRBC 628.2.5 and shall be U-shaped, made of No. 11 gage or heavier steel wire, or other approved materials, have width of one to two inches, and length of not less than 6 inches for firm soils and not less than 12 inches for loose soils.

2.6 RIPRAP

- A. Materials used in riprap shall meet requirements for the class of materials named and shall conform to SSRBC Section 606 except that riprap work under these Specifications

shall be placed on filter bed of not less than 6 inches of granular material with geotextile filter fabric liner.

2.7 SODDING

- A. Sodding provided under this Section shall conform to requirements of SSRBC Section 631.

2.8 STAKES

- A. Stakes intended to anchor erosion mat shall be pieces of plasterer's lath or stakes equivalent thereto, 12 inches in length. Stakes intended for use in straw bale barriers shall be 2" x 2" x 30" nominal driven flush with top of bale. Stakes for anchoring sodding or erosion mat shall be driven so that longitudinal width is parallel with direction of surface water flows.

2.9 SEWER PIPING

- A. Sewer piping to be used for temporary erosion control purposes shall be of such size and construction as to be adequate for intended purposes and shall be subject to Public Works Project Engineer's approval. Sewer piping as part of permanent erosion control measures shall conform to the requirements of Specifications on SEWERAGE & DRAINAGE.

2.10 TEMPORARY USE OF PERMANENT FEATURES

- A. When Contract contains items of work, which are of erosion control or stormwater nature, and are intended to be of permanent installation, Contractor may employ these items in control of erosion and stormwater during construction activities. However, these items shall be fully cleaned, restored, and in every way fully functioning for its intended permanent use prior to acceptance of the Work.

2.11 APPROVALS

- A. All materials shall be subject to Public Works Project Engineer's approval.

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall consider control of erosion, and requirements and methods of these Specifications as standard requirements for all work conducted under this Contract by employees, subcontractors, suppliers, and others having purpose on construction site.
- B. All work shall be in accordance with manufacturer's instruction where these Specifications do not specify higher requirement.
- C. Contractor shall undertake any and all measures required in Contract or shown on Drawings, or determined necessary by Contractor, or as ordered by Public Works Project

Engineer to protect all adjacent lands, and all ground and surface waters from contamination by direct and indirect migration of sands, silts, mud, debris, chemicals and other such pollutants from jobsite through use of specified materials. Such measures shall include, but not be limited by enumeration to:

1. Construction and maintenance of sedimentation basins, or use of sedimentation vessels.
2. Construction and maintenance of erosion control barriers.
3. Construction and maintenance of erosion mats.
4. Construction and maintenance of surface runoff diversion channels around construction site.
5. Construction and maintenance of temporary and permanent drainage structures and facilities.
6. Sweeping, shoveling, and other removal of materials from streets and other paved surfaces by hand and / or mechanical methods (but not flushing).
7. Removal of silts, sediments, and debris that have left the jobsite due to erosion.
8. Restoration of lands and waters subject to damage by erosion from jobsite.

3.2 REQUIRED EROSION CONTROL MEASURES

A. Permits and Approvals

1. All permits and approvals required for land disturbance activities (including DNR permits for dewatering systems discharging more than 70 GPM) shall be approved and received prior to commencement of land disturbing activities. Contractor shall fully comply with all such permit and approval requirements and shall retain a copy of approvals and / or approved permits on jobsite at all times of construction activity.

B. Grading and Earthwork Measures

1. All erosion control measures shall follow COMM 65.21 General Installation Requirements (-1999-65-9-).
2. All temporary or permanent erosion control measures shall be installed prior to any on site grading or land disturbances.
3. Stripping of vegetation, grading, excavation, or other land disturbing activities shall be done in logical sequence and manner that will minimize erosion. If possible, construction shall be scheduled for times of year when erosion hazards are minimal. Natural vegetation shall be retained and protected in all areas not designated for improvements or earthwork.
4. Any soil or dirt piles which will remain in existence for more than 7 consecutive days, whether to be worked during that period or not, shall not be located within 25 feet of any roadway, parking lot, paved area, or drainage structure or channel (unless intended to be used as part of erosion control measures). Temporary stabilization and control measures (seeding, mulching, tarping, erosion matting, barrier fencing, etc.) are required for protection of disturbed areas and soil piles which will remain unworked for a period of more than 14 consecutive calendar days.

C. Drainage Measures

1. Drainage provisions shall be designed to contain increased runoff resulting from development of site and / or disturbances to natural vegetative cover, during and

after construction activity. Drainage shall be conveyed to nearest adequate public facility. Water may not be discharged in manner that will cause erosion or sedimentation of site or receiving facility.

2. Drain inlets shall be protected with erosion control barriers of straw or hay bales, silt fencing, filter baskets, or other equivalent methods approved by Public Works Project Engineer that provide necessary erosion protection.
3. Roof drainage and runoff from all areas upslope of site shall be diverted around areas to be disturbed or channeled through site in manner which will not cause erosion.
4. Water runoff shall be minimized and retained on-site wherever possible to promote percolation of surface water. Water may not be discharged in manner that will cause erosion or sedimentation of site or receiving facility.
5. Site dewatering shall be undertaken in manner to minimize pumping of sediments and discharged to sedimentation basin or sedimentation vessel in manner to minimize discharge of sediments.

D. Tracking and Sedimentation Control Measures

1. Each site shall provide measures per COMM 65.21 (7) - Soil Tracking, to prevent tracking of sediment from site onto public or private roadways, parking lots, and paved areas. Such measures shall include:
 - a. Prohibiting construction activities that are off of paved, graveled, or stabilized surfaces during periods of precipitation and wet soils.
 - b. Each site shall have adequate access drives and parking areas of sufficient width, length, and wearing surface.
 - c. Access roads and parking areas receiving more than 5 vehicle trips per hour shall be graveled or paved.
 - d. Access roads receiving more than 15 vehicle trips per hour shall be equipped with graveled or paved areas of adequate size and surface for removal of dirt, mud, sediments, and other debris by sweeping, washing, or other methods before vehicle enters adjacent roadways, parking areas, or paved surfaces.
 - e. Wash water shall be discharged to sedimentation basins, sedimentation vessels, or other such control areas.

3.3 MAINTENANCE

- A. Contractor shall inspect all erosion control measures within 24 hours of end of each rainfall event, or daily during period of prolonged rainfall, or weekly during periods without rainfall. Contractor shall immediately repair and / or replace any and all damaged, failed, or inadequate erosion control measures.

3.4 CLEANING AND DISPOSAL

- A. Surplus excavation materials shall be removed from site immediately after rough grading. Disposal site for surplus excavation materials shall also be subject to these erosion control requirements.
- B. Any sediment reaching a public or private roadway, parking lot, sidewalk, or other paved area and which constitutes a hazard to traffic or which may be further scattered by traffic,

shall be immediately and completely removed by scraping, sweeping, shoveling or other such method (except flushing). Any accumulations not requiring immediate attention shall be completely removed at least once at end of each workday.

- C. Sediment cleanup shall follow COMM 65.22 (2):
 - 1. Mechanical erosion control measures shall be cleared of sediment by time accumulation reaches 50% of height of control measure.
 - 2. Offsite sediment deposition occurring as result of storm event shall be cleaned up within 24 hours after end of storm event.
 - 3. All other offsite sediment deposition occurring as result of construction activities shall be cleaned up by end of same workday.

- D. All waste and unused construction materials shall be disposed of frequently and in licensed solid waste or wastewater facilities. No garbage, debris, cleaning wastes, toxic materials, or hazardous materials shall be buried on the site, dumped on the land surface or in detention basins, or discharged or otherwise allowed to be carried off site by runoff onto adjacent lands or into receiving waters or storm sewer systems.

END OF SECTION

SECTION 13000

PREFABRICATED BRIDGE

1.0 GENERAL

These specifications are for a fully engineered clear span bridge of steel construction and shall be regarded as minimum standards for design and construction. Each bidder is required to identify their intended bridge fabricator as part of the bid submittal. Qualified fabricators must have at least five (5) years experience fabricating these types of structures. Contractor must have also successfully completed a project at least one half the size of this job.

The contractor must provide the following documentation for any proposed fabricator:

- Product literature
- All documentation to insure the proposed fabricator will be in compliance with these specifications. This shall include:
 - Representative design calculations
 - Representative drawings
 - Splicing and Erection procedures
 - Warranty information
 - Inspection and Maintenance procedures
 - AISC Shop Certification
 - Welder Qualifications

If contractor fails to qualify a bridge fabricator within thirty (30) days after the notification of apparent low bidder, the Contractors bid shall be rejected.

2.0 FEATURES OF DESIGN

2.1 Span

Bridge span shall be 90'-0" (straight line dimension) and shall be as measured from each end of the bridge structure.

Contractor shall field verify span of bridge prior to construction.

2.2 Width

Bridge width shall be 10'-0" and shall be as measured from the inside face of structural elements at deck level.

2.3 Model Type

Bridge(s) shall be a Half-Through Pony System with one (1) diagonal per panel and square end vertical members. Interior vertical members shall be perpendicular to the chord faces. The top of the top chord shall not be less than 54 inches above the deck (measured from the high point of the deck).

2.4 Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members

and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel.

2.5 Safety Rails

Horizontal safety rails shall be placed on the full height of the side trusses, and shall be placed so as to prevent a 4" sphere from passing through the truss. The safety rail system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

2.5 Toe Plate

The bridge shall be supplied with a steel toe plate mounted to the inside face of both trusses. The toe plate shall be a minimum of 4 inches high. Toe plating will be welded to the truss members at a height adequate to provide a 2" gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher. The span of un-stiffened flat toe plating (from center to center of supports) shall not exceed 5'-8".

2.5 Rub rails

The bridge will be supplied with a 2" x 10" (nominal) to be treated to AWPA standards. Preservative utilized shall be Alkaline Copper Quat (ACQ). Decking shall be kiln dried to a moisture content less than 19% before treatment and decking shall be treated to a total absorption of 0.60 pounds per cubic foot of wood or to refusal (.60 ret). Rub rail shall be partially air dried to a moisture content of 15% to 20%, shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than ± 0.04 inches.

Rub rails shall be attached flush to the inside face of the bridge truss verticals and fastened with two carriage bolts at each support location. The span of the rub rail from centerline to centerline of support shall not exceed 6'-6".

2.6 Camber

The bridge shall have a vertical camber dimension at mid-span equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

2.7 Elevation Difference

The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

3.0. ENGINEERING

Structural design of the bridge structure(s) shall be performed by or under the direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in Wisconsin.

3.1 Design Loads

In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

3.1.1 Uniform Live Load

Main supporting members (girders, trusses and arches) shall be designed for a pedestrian live load of 85 pounds per square foot of bridge walkway area. If the bridge walkway area to which the pedestrian live load is applied (deck influence area) exceeds 400 square feet, the pedestrian live load may be reduced by the following equation:

$$w = 85 \left[0.25 + \frac{15}{\sqrt{A_I}} \right]$$

Where w is the design pedestrian load (psf) and A_I is the deck influence area in square feet. The reduced design live load shall not be less than 65 pounds per square foot of bridge walkway area.

Secondary Members: Bridge decks and supporting floor systems, including secondary stringers, floor beams and their connections to main supporting members shall be designed for a live load of 85 pounds per square foot, with no reduction allowed.

3.1.2 Vehicle Loads

The bridge superstructure, floor system and decking shall be designed for each of the following point load conditions:

3.1.2.1 A concentrated load of 1000 pounds placed on any area 2.5 ft x 2.5 ft square.

3.1.2.2 A 1200 pound two wheel vehicle with a 60" wheelbase and a 4"x1.5" tire print area.

3.1.2.2 For bridges with a deck width of 48" or greater, a four-wheeled vehicle (no impact allowance is required) with the axle loadings, wheelbase, and tire track as indicated below:

48" to 65" Wide:	4000-pound vehicle, 50% to each axle, 48" wheelbase, 32" tire track
66" to 83" Wide:	6000-pound vehicle, 50% to each axle, 66" wheelbase, 48" tire track
84" to 107" Wide:	8000-pound vehicle, 60% to rear axle, 102" wheelbase, 60" tire track
108" to 144" Wide:	12,000-pound vehicle, 60% to rear axle, 120" wheelbase, 72" tire track

3.1.3 Wind Load

The bridge(s) shall be designed for a wind load of 25 pounds per square foot on the full vertical projected area of the bridge as if enclosed. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be 20 pounds per square foot of deck.

3.1.4 Top Chord Railing Loads

The top chord, truss verticals, and floor beams shall be designed for lateral wind loads (per section 3.1.3) and for any loads required to provide top chord stability as outlined in Section 3.3.6; however, in no case shall the load be less than 50 pounds per lineal foot or a 200 pound point load, whichever produces greater stresses, applied in any direction at any point along the top chord.

3.1.5 Load Combinations

The loads listed herein shall be considered to act in the following combinations, whichever produce the most unfavorable effects on the bridge superstructure or structural member concerned.

[DL=Dead Load; LL = Live Load; WL = Wind Load; VEH = Vehicle Load]

DL + LL

DL + VEH

DL+WL

DL+LL+WL

DL+VEH+.3WL

NOTE: Allowable stresses may be increased 1/3 above the values otherwise provided when produced by wind loading, acting alone or in combination with the design dead and live loads.

3.2 Design Limitations

3.2.1 Deflection

The vertical deflection of the main trusses due to service pedestrian live load shall not exceed 1/400 of the span. The deflection of the floor system members (floor beams and stringers) due to service pedestrian live load shall not exceed 1/360 of their respective spans.

Deflection limits due to occasional vehicular traffic shall not be considered. The horizontal deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span under a 25 PSF wind load.

3.2.2 Minimum Thickness of Metal

The minimum thickness of all structural steel members shall be 3/16" nominal and be in accordance with the AISC Manual of Steel Construction's "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

3.3 Governing Design Codes / References

3.3.1 Structural Steel Allowable Stresses

Structural steel design shall be in accordance with those sections relating to design requirements and allowable stresses, of the "Manual of Steel Construction: Allowable Stress Design" by the American Institute of Steel Construction (AISC).

3.3.2 Welded Tubular Connections

All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code or in accordance with the "Design Guide for Hollow Structural Section Connections" as published by the Canadian Institute of Steel Construction (CISC). When outside the "validity range" defined in these design guidelines, all applicable limit states or failure modes must be checked.

3.3.4 Wood

American Institute of Timber Construction (AITC), the U.S. Forest Products Laboratory, and the American Forest & Paper Association (AF&PA). Sawn lumber shall be designed in accordance with the ANSI/AF&PA NDS, “National Design Standard for Wood Construction”, as published by the American Forest & Paper Association or the “Timber Construction Manual” as published by the American Institute of Timber Construction (AITC). Design properties for naturally durable hardwoods shall be in accordance with “Tropical Timbers of the World”, as published by the U.S. Forest Products Laboratory.

3.3.4 Bolted Splices

American Institute of Steel Construction (AISC) and the Research Council on Structural Connections of the Engineering Foundation (RCSC).

Bolted splice design shall be in accordance with Section J3 of the Manual of Steel Construction: Allowable Stress Design. Splices shall be designed for the actual load in the member but in no case for less than fifty percent (50%) of the effective strength of the member.

Bolted field splices shall be located on the bridge so as to produce a structure which can be economically shipped and erected. Splices along the length of the bridge (in chords and diagonals) shall be placed at the approximate midpoint of a bay (between two panel points). Splices across the width of the bridge (in floor beams and wind braces) may be used, when necessary, to keep the overall structure width within reasonable limits for shipping.

3.3.5 Top Chord Stability

The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points. The critical buckling force of the column, so determined, shall exceed the maximum force from dead load and live load (uniform or vehicular) in any panel of the top chord by not less than 50 percent for parallel chord truss bridges or 100 percent for tied arch bridges. The design approach to prevent top chord buckling shall be as outlined by E.C. Holt's research work in conjunction with the Column Research Council on the stability of the top chord of a half-through truss.

In addition, for the dead load plus vehicle load combination, the spring constant “C” furnished by the transverse “U-Frames” shall not be less than “C” required as defined by:

$$C \text{ required} = \frac{1.46 P_c}{L}$$

where P_c is the maximum top chord compression due to dead load plus the vehicle load times the appropriate safety factor (1.5 for parallel chord truss bridges or 2.0 for tied arch truss bridges) and L is the length in inches of one truss panel or bay.

For uniformly loaded bridges, the vertical truss members, the floor beams and their connections (transverse frames) in half-through truss spans shall be proportioned to resist a lateral force of not less than 1/100k times the top chord compressive load, but not less than .004 times that top chord load, applied at the top chord panel points of each truss.

For bridges with vehicle loads, the lateral force applied at the top chord elevation for design

of the transverse frames shall not be less than 1% of the top chord compression due to dead load plus any vehicle loading.

The bending forces in the transverse frames, as determined above, act in conjunction with all forces produced by the actual bridge loads as determined by an appropriate analysis which assumes that the floor beams are “fixed” to the trusses at each end.

NOTE: The effects of three-dimensional loading (including “U-frame” requirements) shall be considered in the design of the structure. The “U-frame” forces in half-through spans shall be added to the forces derived from a three dimensional analysis of the bridge.

4.0 MATERIALS

4.1 Steel

4.1.1 Unpainted Weathering Steel

Bridges which are not to be painted shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes (Fy = 50,000 psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 5.8.

4.2 Not Used

4.3 Decking

4.3.1 Treated Fir Decking

All decking shall be nominal thickness planks unless approved otherwise.

4.3.1.1

Wood decking shall be Select Structural Doug Fir planks (Minimum Fb=1,450 psi). Decking to be treated to AWWPA standards. Preservative utilized shall be Alkaline Copper Quat (ACQ). Decking shall be kiln dried to a moisture content less than 19% before treatment and decking shall be treated to a total absorption of 0.60 pounds per cubic foot of wood or to refusal (.60 ret)

4.3.1.2 Wood Decking Attachment

- At time of installation, planks are to be placed tight together with no gaps.
- Every plank must be attached with at least one fastener at each end.
- All end fasteners to be ¼” stainless steel bolts. Hex-head bolts, with a steel plank hold-down, are to be used at the ends of planks. Self-tapping screws (zinc plated) or carriage bolts are to be used as interior connection fasteners when required. Power actuated fasteners will not be allowed.
- Planks are to be drilled prior to installation of bolts and/or screws.
- In addition to at least one fastener at each end of every plank (typical for all installations), planks for bridges with widths of 72” to 120” shall be attached with a minimum of two fasteners at a location approximately near the center of the bridge width. Bridges wider than 120” are to have

two fasteners located at a minimum of two interior stringer locations, approximately at the third points of the bridge width.

NOTE: Attachments at the ends of the planks may be modified as required when obstructions, such as interior safety system elements, prevent installation of the specified hold-down system.

5.0 WELDING

Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code". Filler metal shall be in accordance with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall be in accordance with AWS D1.1, Section 3.7.3. Welders shall be properly accredited operators, each of whom shall submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal, have a minimum of 6 months experience in welding tubular structures and have demonstrated the ability to make uniform sound welds of the type required.

6.0 SUBMITTALS

Schematic drawings, diagrams and calculations shall be submitted to the customer for their review after receipt of order. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. All drawings shall be signed and sealed by a Professional Engineer who is licensed in accordance with Section 3.0.

7.0 FABRICATION

7.1 Drain Holes

When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.

7.2 Welds

Special attention shall be given to developing sufficient weld throats on tubular members. Fillet weld details shall be in accordance with AWS D1.1, Section 3.9 (see AWS Figure 3.2).

Unless determined otherwise by testing, the loss factor "Z" for heel welds shall be in accordance with AWS Table 2.8. Fillet welds which run onto the radius of a tube shall be built up to obtain the full throat thickness. The maximum root openings of fillet welds shall not exceed three-sixteenths of an inch (3/16") in conformance with AWS D1.1, Section 5.22.

Weld size or effective throat dimension shall be increased in accordance with this same section when applicable.

The fabricator shall have verified that the throat thickness of partial joint penetration groove welds (primarily matched edge welds or the flare-bevel-groove welds on under hung floor beams) shall be obtainable with their fit-up and weld procedures. Matched edge welds shall be "flushed" out when required to obtain the full throat or branch member wall thickness.

For full penetration butt welds of tubular members, the backing material shall be fabricated prior to installation in the tube so as to be continuous around the full tube perimeter,

including corners. Backing may be of four types:

- A “box” welded up from four (4) plates
- Two “channel” sections, bent to fit the inside radius of the tube, welded together with full penetration welds.
- A smaller tube section, which slides inside the spliced tube.
- A solid plate cut to fit the inside radius of the tube

Corners of the “box” backing, made from four (4) plates, shall be welded and ground to match the inside corner radii of the chords. The solid plate option shall require a weep hole either in the chord wall above the “high side” of the plate or in the plate itself. In all types of backing, the minimum fit-up tolerances for backing must be maintained at the corners of the tubes as well as across the “flats”.

7.3 Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

7.4 Quality Certification: Bridge shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Simple Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

8.0 FINISHING

8.1 Finishing for Unpainted Weathering Steel:

To aid in providing a uniformly “weathered” appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition. Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structure. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

9.0 BEARING DEVICES

Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate, which is welded to the bridge structure, shall bear on this setting plate.

The bridge bearings shall sit in a recessed pocket on the concrete abutment. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.

Bridges in excess of 100 feet in length or bridges with dead load reactions of 15,000 pounds or more (at each bearing location) shall have Teflon on Teflon or stainless steel on Teflon slide bearings placed between the bridge bearing plate and the setting plate. The top slide plate shall be large enough to cover the lower Teflon slide surface at both temperature extremes.

10.0 FOUNDATION

Bridge fabricator shall design the number, diameter, minimum grade and finish of all anchor bolts. Anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations; this design must be approved by county project engineer. Engineering design of the bridge supporting foundations (abutment), including design of anchor bolt embedment, shall be the responsibility of the Owner. Contractor shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. Contractor shall install the anchor bolts in accordance with the fabricator's anchor bolt spacing dimensions.

Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge fabricator after receipt of the order and after the bridge design is complete.

11.0 DELIVERY AND ERECTION

Delivery is made to the site. Contractor shall deliver all materials "free on board" and will be responsible for unloading all materials at the time of arrival. Contractor shall be responsible to locate bearing devices, set bridge on abutments, and to erect the bridge. Contractor will also be responsible for storing any materials to prevent weather damage.

The manufacturer will provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection shall be the responsibility of contractor. The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.

12.0 ENVIRONMENTAL REQUIREMENTS

Prior to footbridge construction and installation, all applicable soil erosion and sediment control measures shall be taken to meet the current State of Wisconsin Department of Commerce guide to Erosion and Sediment Control.

Contractor shall be responsible for, and abide by, all applicable State Department of Natural Resources Laws and Regulations pertaining to waterways, marsh lands, and parks as they may pertain to this project.

13.0 WARRANTY

The bridge manufacturer shall warrant their steel structure(s) to be free of design, material and workmanship defects for a period of ten years from the date of delivery. This warranty does not include decking, railing attachments, on any other items not part of the steel truss structure.

This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration or any other cause not the result of defective materials or workmanship.

This warranty shall be void unless owner's records can be supplied which shall indicate compliance with the minimum guidelines specified in the inspection and maintenance procedures.

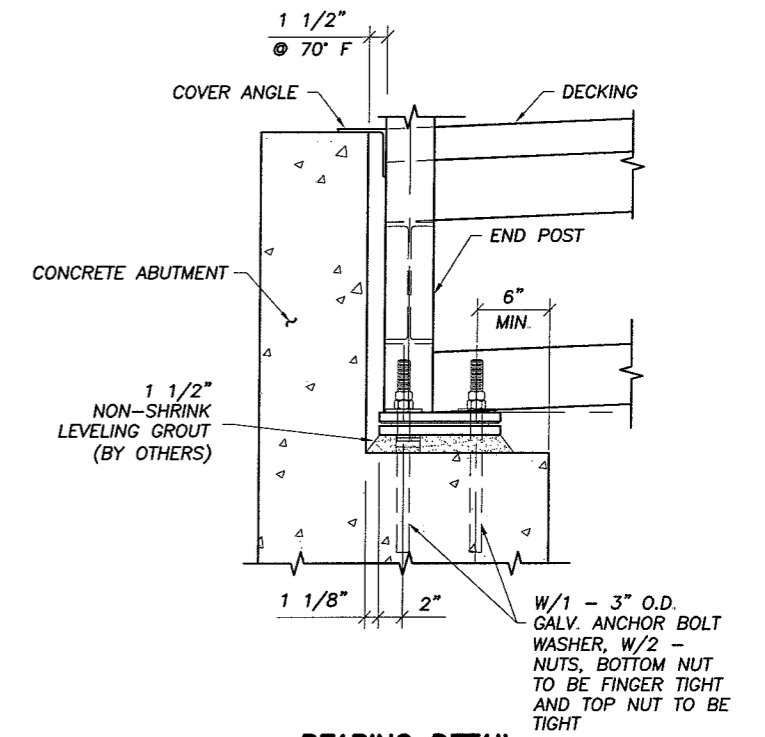
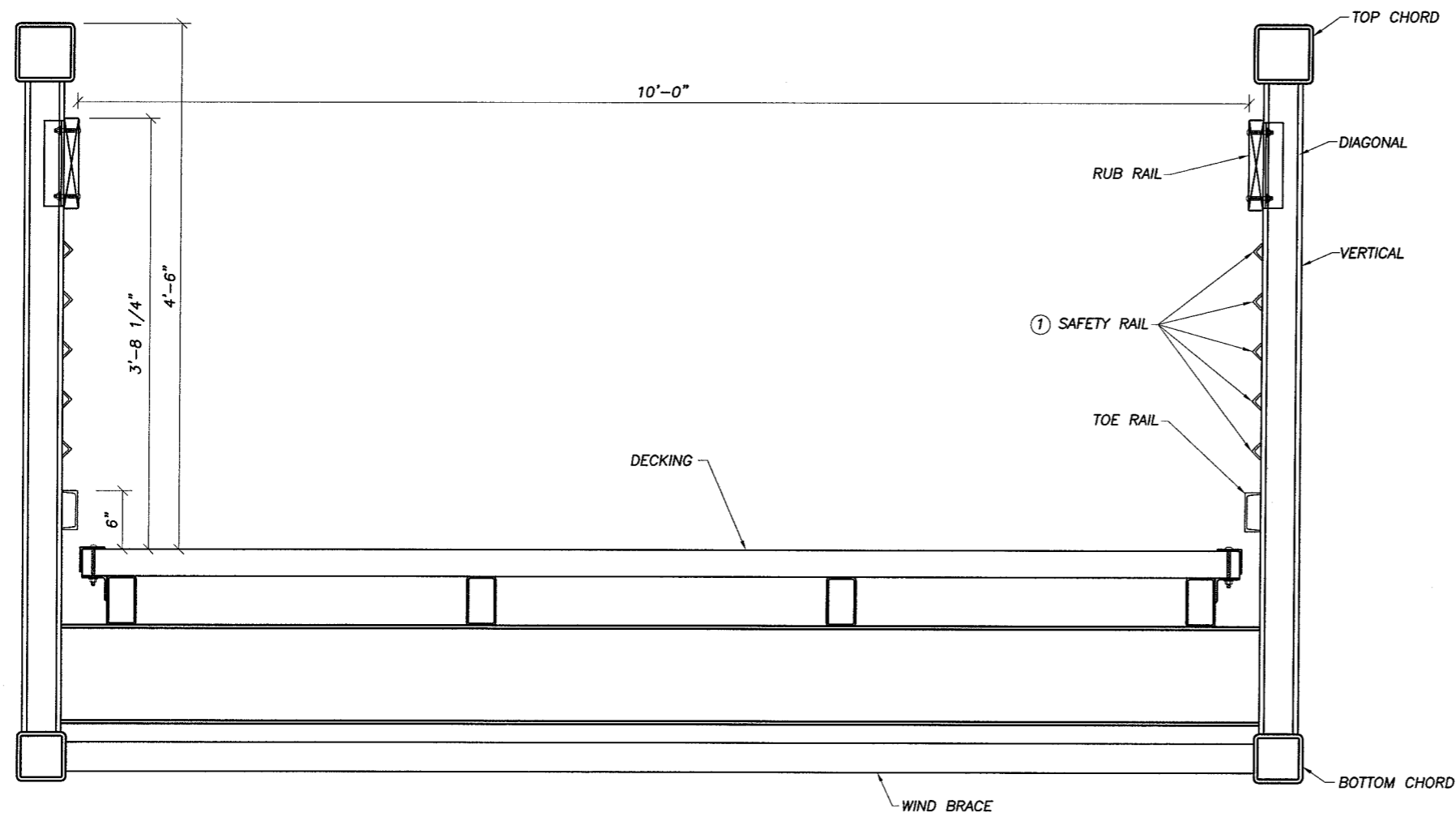
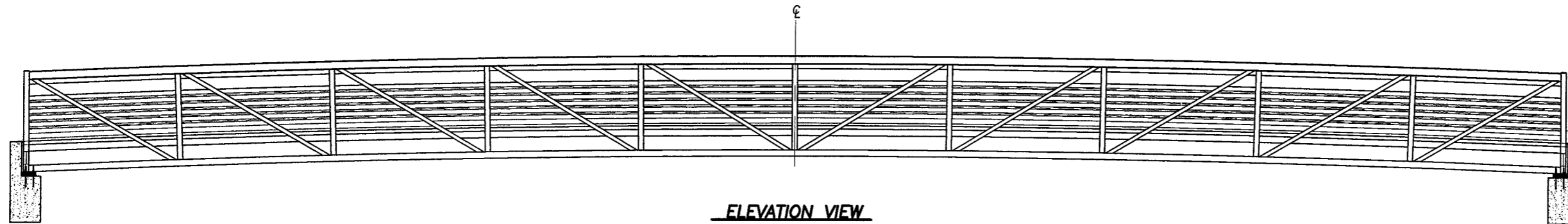
Repair or replacements shall be the exclusive remedy for defects under this warranty. The bridge

manufacturer shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.

END OF SECTION

FABRICATION & MATERIAL NOTES:

- 1) BRIDGE DECKING SHALL BE 3"x12" DOUGLAS FIR-LARCH SELECT STRUCTURAL S1S2E, ACZA TREATED. PLANKS SHALL BE PLACED ROUGH SIDE UP.
- 2) BRIDGE RUB RAIL SHALL BE 2"x10" IPE (S4S) (E4E) NATURALLY DURABLE HARDWOOD. ALL PLANKS SHALL BE SUPPLIED WITH THE ENDS SEALED WITH "ANCHOR SEAL" MOBIL CER-M OR AN APPROVED EQUAL AQUEOUS WAX LOG SEALER.



W/1 - 3" O.D. GALV. ANCHOR BOLT WASHER, W/2 - NUTS, BOTTOM NUT TO BE FINGER TIGHT AND TOP NUT TO BE TIGHT

DO NOT SCALE DRAWINGS

Approved
 By: R.J.N.
 Design
 By: EDB
 Drawn
 By: JRL
 Scale
 AS
 Date
 1-17-07
 Job No.
 106101
 NOTED

100'-0" BRIDGE
BY OTHERS

VERIFY BRIDGE BEARING
REQUIREMENTS WITH
BRIDGE SUPPLIER

± 97'-0"

12"X12" TREATED (0.80 CCA)
RED PINE TIMBER CAP-

DOWEL TO TIMBER PILES
W/ 1" DIA X 2'-6" GALV.
STEEL ROD

3"X12" TREATED (0.80 CCA)
TIMBER LAGGING

COMPACTED CRUSHED
STONE

FOR POSSIBLE WASH-OUT
CONSIDERATIONS-
EXTEND LAGGING TO
± ELEV. 90'

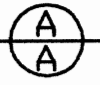
14" DIA. TREATED (0.80 CCA)
RED PINE TIMBER PILES
DRIVEN TO 20T W/ MIN.
DEPTH SHOWN.

(NOTE THAT REFUSAL AT
SOUTH ABUTMENT MAY
OCCUR SLIGHTLY SHALLOWER
THAN ELEV. 72'-0" (±74'-0")

MIN. DEPTH=
ELEV. 72'-0"

TIMBER PILE ABUTMENT SECTION

SCALE: 1/4" = 1'-0"

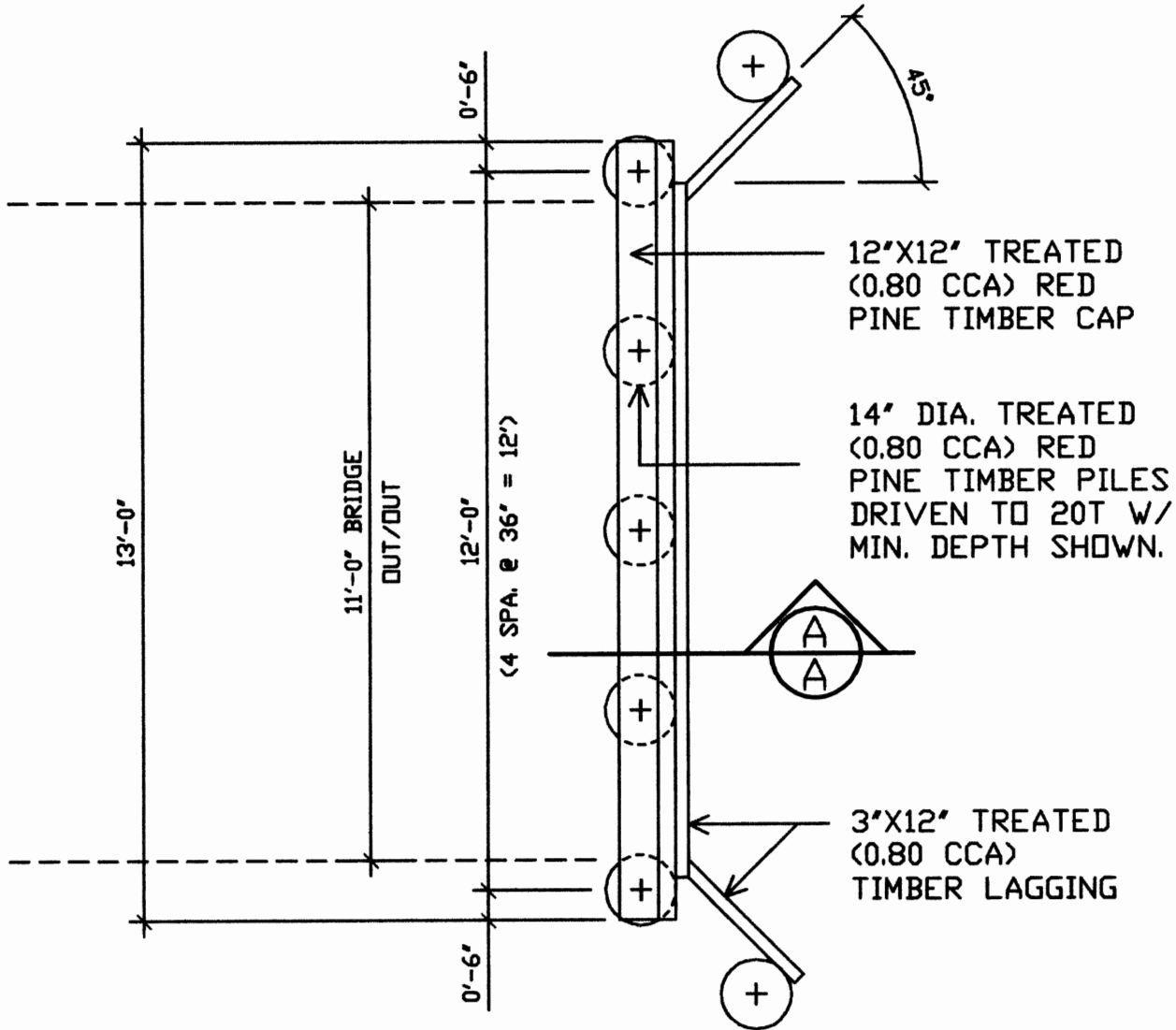


DEPARTMENT OF PUBLIC WORKS
DANE COUNTY WISCONSIN

BRIDGE ABUTMENTS
CAM-ROCK COUNTY PARK

Revisions

Sheet 1
of 2



TIMBER PILE ABUTMENT PLAN VIEW
 SCALE: 3/8" = 1'-0"

Design By: EDB
 Drawn By: JRL
 Approved By: R.J.N.
 Date: 1-17-07
 Scale: AS
 Job No: 106101
 NOTED

DEPARTMENT OF PUBLIC WORKS
 DANE COUNTY WISCONSIN

BRIDGE ABUTMENTS
 CAM-ROCK COUNTY PARK

Revisions
 Sheet of 2/2