

**CONSTRUCTION DOCUMENTS
PROJECT MANUAL**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

**REQUEST FOR BIDS NO. 315022
BADGER PRAIRIE HEALTH CARE CENTER - REGRADING
AND PRAIRIE RESTORATION
BADGER PRAIRIE HEALTH CARE CENTER
1100 EAST VERONA AVE.
VERONA, WISCONSIN**

Due Date / Time: **TUESDAY, MAY 3, 2016 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

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

FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

J. ERIC URTE, AIA - PROJECT MANAGER
TELEPHONE NO.: 608/266-4798
FAX NO.: 608/267-1533
E-MAIL: urtes.eric@countyofdane.com

DOCUMENT INDEX FOR RFB NO. 315022

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

- Cover Page
- Documents Index
- Advertisement for Bids (Legal Notice)
- Instructions to Bidders
- Bid Form
- Best Value Contracting Application
- Fair Labor Practices Certification
- Sample Public Works Contract
- Sample Bid Bond
- Sample Performance Bond
- Sample Payment Bond
- Equal Benefits Compliance Payment Certification
- General Conditions of Contract
- Supplementary Conditions (including Prevailing Wage)

DIVISION 01 - GENERAL REQUIREMENTS

- 01 00 00 - Basic Requirements

DIVISION 31 - EARTHWORK

- 31 05 13 - Earthwork
- 31 25 13 - Erosion Control

DIVISION 32 – PRAIRIE RESTORATION

- 32 90 10 - Restoration

APPENDIX

- Appendix A – Seed Mixes

DRAWINGS

Plot sheets on 42" x 30" (ARCH E1), paper for correct scale or size.

- Sheet 1 - Existing Conditions
- Sheet 2 - Grading and Erosion Control Plan
- Sheet 3 - Grading/Drainage Improvement Areas
- Sheet 4 - Prairie Restoration Plan
- Sheet 5 - Details

LEGAL NOTICE

INVITATION TO BID

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

2:00 P.M., TUESDAY, MAY 3 , 2016

REQUEST FOR BIDS NO. 315022
REBID

**BADGER PRAIRIE HEALTH CARE CENTER – REGRADING AND PRAIRIE
RESTORATION**

1100 E VERONA AVE

VERONA, WISCONSIN

Dane County is inviting Bids for soil regrading of existing swales /detention ponds and prairie restoration work at the Badger Praire Health Care Center in Verona. Only firms with capabilities, experience & expertise with similar grading and prairie restoration projects should obtain this Request for Bids document & submit Bids.

Request for Bids document may be obtained after **2:00 p.m. on April 7 , 2016** by downloading it from countyofdane.com/pwbids. Please call Eric Urtes, AIA (608/266-4798) or Ryan Shore, CPESC (608/266-4475), or our office at 608/266-4018, for any questions or information.

All Bidders must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Contract. Complete Vendor Registration Form at danepurchasing.com/Account/Login? or obtain one by calling 608/266-4131. Complete Pre-qualification Application for Contractors at countyofdane.com/pwht/BVC_Application.aspx or obtain one by calling 608/266-4029.

A pre-bid site tour will be held Thursday, April 14, 2016 at 1 p.m. at Badger Prairie Health Care Center, starting in the lobby of the Badger Prairie Health Care Center. Bidders are strongly encouraged to attend this tour.

PUBLISH: APRIL 7 & APRIL 14 , 2016 - WISCONSIN STATE JOURNAL
APRIL 7 & APRIL 14 , 2016 - THE DAILY REPORTER

INSTRUCTIONS TO BIDDERS

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1. GENERAL

- A. Before submitting Bid, bidder shall thoroughly examine all Construction Documents. Successful Bidder shall be required to provide all the Work that is shown on Drawings, set forth in Specifications, or reasonably implied as necessary to complete Contract for this project.
- B. Bidder shall visit site to become acquainted with adjacent areas, means of approach to site, conditions of actual site and facilities for delivering, storing, placing, and handling of materials and equipment.
- C. Pre-bid meeting is scheduled on April 14 at 1 p.m. at Badger Prairie Health Care Center, 1100 East Verona Avenue, Verona. Attendance by all bidders is optional, however bidders and subcontractors are strongly encouraged to attend.

- D. Failure to visit site or failure to examine any and all Construction Documents will in no way relieve successful Bidder from necessity of furnishing any necessary materials or equipment, or performing any work, that may be required to complete the Work in accordance with Drawings and Specifications. Neglect of above requirements will not be accepted as reason for delay in the Work or additional compensation.

2. DRAWINGS AND SPECIFICATIONS

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

3. INTERPRETATION

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

4. QUALIFICATIONS OF BIDDER (CONTRACTOR AND SUBCONTRACTOR)

- A. Before award of Contract can be approved, Owner shall be satisfied that Bidder involved meets following requirements:
 - 1. Has completed at least one (1) project of at least fifty percent (50%) of size or value of Division of work being bid and type of work completed is similar to that being bid. If greater magnitude of experience is deemed necessary, other than size or value of work, such requirements will be described in appropriate section of Specifications.
 - 2. Maintains permanent place of business.
 - 3. Can be bonded for terms of proposed Contract.
 - 4. Has record of satisfactorily completing past projects and supplies list of no more than three (3) most recent, similar projects, with architect or engineer's and owner's names, addresses and telephone numbers for each project. Submit with Bid. Criteria which will be considered in determining satisfactory completion of projects by bidder will include:
 - a. Completed contracts in accordance with drawings and specifications.
 - b. Diligently pursued execution of work and completed contracts according to established time schedule unless Owner grants extensions.
 - c. Fulfilled guarantee requirements of construction documents.
 - d. Is not presently on ineligible list maintained by County's Department of Administration for noncompliance with equal employment opportunities and affirmative action requirements.

- e. Authorized to conduct business in Wisconsin. By submitting Bid, bidder warrants that it has: complied with all necessary requirements to do business in State of Wisconsin; that persons executing contract on its behalf are authorized to do so; and, if corporation, that name and address of bidder's registered agent are as set forth in Contract. Bidder shall notify Owner immediately, in writing, of any change in its registered agent, their address, and bidder's legal status. For partnership, term "registered agent" shall mean general partner.
- B. County's Public Works Project Engineer will make such investigations as are deemed necessary to determine ability of bidder to perform the Work, and bidder shall furnish to County's Public Works Project Engineer or designee all such information and data for this purpose as County's Public Works Project Engineer may request. Owner reserves right to reject Bid if evidence submitted by, or investigation of, bidder fails to satisfy Owner that bidder is responsible and qualified to carry out obligations of Contract and to complete the Work contemplated therein.

5. BID GUARANTEE

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

6. WITHDRAWAL OF BIDS

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

7. CONTRACT FORM

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

8. CONTRACT INTERESTS BY COUNTY PUBLIC OFFICIALS

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

9. EMERGING SMALL BUSINESS PROVISIONS

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

- F. **ESB Listing.** Bidders may solicit bids from this ESB listing: pdf.countyofdane.com/commissions/2013-2015_Targeted_Business_Directory.pdf.
- G. **ESB Certification.** All contractors, subcontractors and suppliers seeking ESB certification must complete and submit Emerging Small Business Report to Dane County Contract Compliance Program.
- H. **Certification Statement.** If ESB firm has not been certified by County as ESB prior to submittal of this Bid, ESB Report cannot be used to fulfill ESB goal for this project unless firm provides "Form D - Certification Statement". Certification statement must be completed and signed by ESB firm.
- I. **Questions.** Questions concerning Emerging Small Business provisions shall be directed to:
- Dane County Contract Compliance Officer
City-County Building, Room 421
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
608/266-5623
- J. **Substituting ESBs.** In event of any significant changes in subcontract arrangements or if need arises to substitute ESBs, Bidder shall report such proposed changes to Contract Compliance Officer to making any official changes and request authorization to substitute ESB firm. Bidder further agrees to make every possible effort to replace ESB firm with another qualified ESB firm.
- K. **Good Faith Efforts.** Good faith efforts can be demonstrated by meeting all of these obligations:
1. Selecting portions of the Work to be performed by ESBs in order to increase likelihood of meeting ESB goal including, where appropriate, breaking down Contract into smaller units to facilitate ESB participation.
 2. Advertising in general circulation, trade associations and women / minority focus media concerning subcontracting opportunities.
 3. Providing written notices to reasonable number of specific ESBs that their interest in Contract was being solicited in sufficient time to allow ESBs to participate effectively.
 4. Following up on initial solicitations of interest by contacting ESBs within five (5) business days prior to Bid Due Date to determine with certainty whether ESB were interested, to allow ESBs to prepare bids.
 5. Providing interested ESB with adequate information about Drawings, Specifications and requirements of Contract.
 6. Using services of available minority, women and small business organizations and other organizations that provide assistance in recruitment of MBEs / WBEs / ESBs.
 7. Negotiating in good faith with interested ESBs, not rejecting ESBs as unqualified without sound reason based on thorough investigation of their capabilities.
 8. Submitting required project reports and accompanying documents to County's Contract Compliance Officer within twenty-four (24) hours after Bid Due Date.

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

10. METHOD OF AWARD - RESERVATIONS

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

11. SECURITY FOR PERFORMANCE AND PAYMENTS

- A. Simultaneous with delivery of signed Contract, Bidder shall be required to furnish Performance and Payment Bonds as specified in Article 29 of General Conditions of Contract, "Contract Security". Article 2 of Conditions of Contract, "Guarantee and Bond" Surety Company shall be licensed to do business in Wisconsin. Performance and Payment Bonds must be dated same date or subsequent to date of Contract. Performance and Payment Bonds must emulate information in Sample Performance and Payment Bonds in Construction Documents.
- B. Provide certified copy of power of attorney from Surety Company showing that agent who signs Bond has power of attorney to sign for Surety Company. Secretary or Assistant Secretary of company must sign this certification, not attorney-in-fact. Certification must bear same or later date as Bond. Power of Attorney must emulate model power of attorney information detailed in Sample Performance and Payment Bonds.
- C. If Bidder is partnership or joint venture, State certified list, providing names of individuals constituting partnership or joint venture must be furnished. Contract itself may be signed by one partner of partnership, or one partner of each firm comprising joint venture, but Performance and Payment Bonds must be signed by all partners.
- D. If Bidder is a corporation, it is necessary that current certified copy of resolution or other official act of directors of corporation be submitted showing that person who signs Contract is authorized to sign contracts for corporation. It is also necessary that corporate seal be affixed to resolution, contract, and performance and payment bonds. If your corporation has no seal, it is required that above documents include statement or notation to effect that corporation has no seal.

12. TAXES

- A. Wisconsin Statute 77.54 (9m) allows building materials that become part of local unit government facilities to be exempt from sales & use tax. Vendors & materials suppliers may not charge Bidders sales & use tax on these purchases. This does not include highways, streets or roads. Any other Sales, Consumer, Use & other similar taxes or fees required by law shall be included in Bid.
- B. In accordance with Wisconsin Statute 71.80(16)(a), successful nonresident bidder, whether incorporated or not, and not otherwise regularly engaged in business in this state, shall file surety bond with State of Wisconsin Department of Revenue payable to Department of

Revenue, to guarantee payment of income taxes, required unemployment compensation contributions, sales and use taxes and income taxes withheld from wages of employees, together with any penalties and interest thereon. Amount of bond shall be three percent (3%) of Contract or subcontract price on all contracts of \$50,000 or more.

13. SUBMISSION OF BIDS

- A. All Bids shall be submitted on standard Bid Form bound herein and only Bids that are made on this Bid Form will be considered. Entire Bid Form and other supporting documents, if any, shall be removed or copied from Construction Documents, filled out, and submitted in manner specified hereinafter. Submit completed Bid Bond with Bid as well.
- B. No bids for any subdivision or any sub-classification of this Work, except as indicated, will be accepted. Any conditional Bid, amendment to Bid Form or appended item thereto, or inclusion of any correspondence, written or printed matter, or details of any nature other than that specifically called for, which would alter any essential provision of Construction Documents, or require consideration of unsolicited material or data in determining award of Contract, will disqualify Bid. Telecommunication alterations to Bid will not be accepted.
- C. Bidders must submit single Bid for all the Work.
- D. Bid amounts shall be inserted in words and in figures in spaces provided on Bid Form; in case of conflict, written word amounts will govern.
- E. Addenda issued after Bid Letting shall become part of Construction Documents. Bidders shall acknowledge receipt of such addenda in appropriate space provided on Bid Form. Bid may be rejected if receipt of any particular addendum applicable to award of Contract has not been acknowledged on Bid Form.
- F. Bids shall be signed, placed in envelope, sealed and delivered before due time to place designated in Invitation to Bid, and identified with project name, bid number, location, category of work being bid upon, Bid Due Date, name and address of bidder.
- G. Bidder shall be responsible for sealed Bid being delivered to place designated for Bid Due Date on or before date and time specified. Bids received after time of closing will be rejected and returned to bidder unopened.
- H. Bid will be considered invalid and will be rejected if bidder has not signed it.
- I. Faxed or emailed Bids will not be accepted.
- J. Bidder's organization shall submit completed with Bid, Fair Labor Practices Certification form, included in these Construction Documents.

14. SUBCONTRACTOR LISTING

- A. Bidders shall be required to submit list of major subcontractors for General Construction, Plumbing, HVAC, and Electrical work proposed for this project to include committed prices for each subcontractor. List shall be placed in separate sealed envelope that must be clearly identified as "Major Subcontractor List", for named project and name of Bidder submitting it. County must receive envelope no later than date by which successful Bidder is required to submit his or her signed Contract, as established in Construction Documents.

15. ALTERNATE BIDS

- A. Bidder shall carefully read requests for Alternate Bids, and thoroughly examine Drawings and Specifications to determine extent various changes and conditions will affect Bid.
- B. Space is provided in Bid Form for requested Alternate Bids. Failure to submit bid for any requested Alternate Bids may result in rejection of entire Bid.
- C. Bidder shall state amount to be added / subtracted to Base Bid for providing alternates, including all incidentals, omissions, additions, and adjustments as may be necessary or required by such changes. If there is no difference in price, Bidder shall state, "No Change".
- D. Descriptions of requested Alternate Bids are as set forth in Construction Documents.

16. INFORMATIONAL BIDS

- A. Bidder shall state amount that is included in Base Bid for all equipment, materials and labor required to complete the Work described. Informational bids are amounts requested for accounting purposes and for allocation of funds only. It is not intended to omit any of the Work described or related items from this project.
- B. Description of requested Informational Bids, if any, is as set forth in Construction Documents.

17. UNIT PRICES

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

18. COMMENCEMENT AND COMPLETION

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

19. SPECIAL HAZARDS COVERAGE

- A. Not Applicable.

FORM A

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

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

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

BIDDER INFORMATION

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

FORM B

Page ___ of ___

DANE COUNTY

(Copy this Form as necessary to provide complete information)

EMERGING SMALL BUSINESS REPORT - INVOLVEMENT

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

ESB NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

PHONE NO & EMAIL.: _____

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

FORM C

Page ___ of ___

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

(Copy this Form as necessary to provide complete information)

COMPANY NAME: _____

PROJECT NAME: _____

BID NO.: _____ BID DUE DATE: _____

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

FORM D

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

I, _____, _____ of
Name Title

_____ certify to best of my knowledge and
Company

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

Bidder's Signature

Date

Name of Bidding Firm: _____

BID FORM

BID NO. 315022 (REBID)

**PROJECT: BADGER PRAIRIE HEALTH CARE CENTER – REGRADING AND PRAIRIE RESTORATION
1100 EAST VERONA AVE.
CITY OF VERONA, WISCONSIN**

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

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

BASE BID - LUMP SUM:

Dane County is inviting Bids for soil regrading of existing swales / detention ponds and prairie restoration work (which will include a one year management plan to be re-negotiated with the selected Contractor on a year-by-year basis for another two years) at the Badger Prairie Health Care Center in Verona. Only firms with capabilities, experience & expertise with similar projects should obtain this packet & submit Bids.

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

_____ and _____/100 Dollars
Written Price

\$ _____
Numeric Price

LUMP SUM ALLOWANCE FOR:

Interpretive Signage for Prairie Restoration along roadway. Include this lump sum allowance of four thousand dollars (\$4000) in the Base Bid). The allowance will be used for interpretive signs for public education of prairie restoration practices (including prairie burns) and information about volunteering for prairie seed harvesting with the Dane County Parks Department.

Four Thousand _____ and _____00/100 Dollars
Written Price

\$4,000 _____

UNIT PRICE 1: REMOVAL & REPLACEMENT OF UNSUITABLE SOIL

Add price for the removal of unsuitable soil (quantity and necessity to be confirmed by Engineer) encountered during grading or restoration that is determined not to be capable of sustaining prairie plantings. Removed soil is to be replaced by soil with a chemistry capable of establishing prairie. Unsuitable Soil Removal & Replacement with soil (approved by Project Manager).

• 500 cu. yds or less: @ \$ _____/cu. yd.

_____ and _____ /100 Dollars
Written Price

• 500 cu. yds or greater: @ \$ _____/cu. yd.

_____ and _____ /100 Dollars
Written Price

UNIT PRICE 2: ADDITIONAL TYPE B NATIVE VEGETATED MAT

Add price for additional Type B Native Vegetated Mat required beyond the 0.35 acres to be included in Base Bid.

@ \$ _____/sq. yd.

_____ and _____ /100 Dollars
Written Price

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

Addendum No(s). _____ through _____

Dated _____

Dane County, Badger Prairie Health Care Center must have this project completed October 7, 2016. Assuming this Work can be started by June 14, 2016 what dates can you commence and complete this job?

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

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

(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of _____, or

2. A partnership consisting of _____, or

3. A person conducting business as _____;

Of the City, Village, or Town of _____ of the State of _____.

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

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

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

BID CHECK LIST:

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

- Bid Form Bid Bond Fair Labor Practices Certification
 Project Experience / Reference Summary (See ITB - 4. Qualifications of Bidder)

BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

www.danepurchasing.com/registration

DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION

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

www.countyofdane.com/pwht/BVC_Application.aspx

EQUAL BENEFITS REQUIREMENT

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

www.danepurchasing.com/partner_benefit.aspx



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ FAX: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

BEST VALUE CONTRACTING APPLICATION

CONTRACTORS / LICENSURE APPLICANTS

The Dane County Department of Public Works requires all contractors to be pre-qualified as a best value contractor with the County prior to being awarded a contract. In addition, the County pre-qualifies potential contractors and sub-contractors who wish to work on County contracts. Subcontractors must become pre-qualified ten (10) days prior to commencing work under any Dane County Public Works Contract. Potential subcontractors are urged to become pre-qualified as early as possible. This document shall be completed, properly executed, along with the necessary attachments and additional information that the County requires for the protection and welfare of the public in the performance of a County contract.

Contractors or subcontractors of any tier who attain pre-qualification status will retain that status for a period of two (2) years from the date of qualification. Contractors shall notify the Dane County Department of Public Works, Highway & Transportation within fifteen (15) days of any changes to its business or operations that are relevant to the pre-qualification application. Failure to do so could result in suspension, revocation of the contractor's pre-qualification, debarment from County contracts for up to three (3) years and / or other sanctions available under the law.

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

EXEMPTIONS

- Contractors who employ less than five (5) apprenticeable trade workers are not required to pre-qualify.
- Contractors performing work that does not apply to an apprenticeable trade, as outlined in Appendix A.
- The contractor / subcontractor provides sufficient documentation to demonstrate one or more of the following:
 - apprentices are not available in a specific geographic area;
 - the applicable apprenticeship program is unsuitable or unavailable; or
 - there is a documented depression of the local construction market which prevents compliance.

SEC.	PROOF OF RESPONSIBILITY	CHECK IF APPLICABLE
1	Does your firm possess all technical qualifications and resources, including equipment, personnel and financial resources, necessary to perform the work required for any project or obtain the same through the use of responsible, pre-qualified subcontractors?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2	Will your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, which are necessary for the type of work to be performed including, but not limited to, those for any type of trade work or specialty work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3	Will your firm meet all bonding requirements as required by applicable law or contract specifications?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
4	Will your firm meet all insurance requirements as required by applicable law or specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
5	Will your firm maintain a substance abuse policy for employees hired for public works contracts that comply with Wis. Stats. Sec. 103.503?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
6	Does your firm acknowledge that it must pay all craft employees on public works projects the wage rates and benefits required under Section 66.0903 of the Wisconsin Statutes?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
7	Will your firm fully abide by the equal opportunity and affirmative action requirements of all applicable laws, including County ordinances?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
8	In the past three (3) years, has your firm had control or has another corporation, partnership or other business entity operating in the construction industry controlled it? If so, please attach a statement explaining the nature of the firm relationship?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
9	In the past three (3) years, has your firm had any type of business, contracting or trade license, certification or registration revoked or suspended?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
10	In the past three (3) years, has your firm been debarred by any federal, state or local government agency?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
11	In the past three (3) years, has your firm defaulted or failed to complete any contract?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
12	In the past three (3) years, has your firm committed a willful violation of federal, state or local government safety laws as determined by a final decision of a court or government agency authority.	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
13	In the past three (3) years, has your firm been in violation of any law relating to your contracting business where the penalty for such violation resulted in the imposition of a penalty greater than \$10,000?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach details.
14	Is your firm Executive Order 108 precertified with the State of Wisconsin?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
15	Is your firm an active Wisconsin Trade Trainer as determined by the Wisconsin Bureau of Apprenticeship Standards?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
16	Is your firm exempt from being pre-qualified with Dane County?	Yes: <input type="checkbox"/> No: <input type="checkbox"/> If Yes, attach reason for exemption.
17	Does your firm acknowledge that in doing work under any County Public Works Contract, it will be required to use as subcontractors only those contractors that are also pre-qualified with the County or become so ten days prior to commencing work?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
18	Contractor has been in business less than one year?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
19	Is your firm a first time Contractor requesting a one time exemption, but, intend to comply on all future contracts and are taking steps typical of a "good faith" effort?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
20	Not applicable. My firm does not intend to work on Best Value Contracts. Note: Best Value Contracting is required to bid on most Public Works Contracts (if unclear, please call Jan Neitzel Knox 608-266-4029).	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

SIGNATURE SECTION

Your firm's Officer, or the individual who would sign a bid and / or contract documents must sign this document.

I do hereby certify that all statements herein contained are true and correct to the best of my knowledge:

Signature

Date

Printed or Typed Name and Title

NAME AND ADDRESS OF CONTRACTOR	
Name of Firm:	
Address:	
City, State, Zip:	
Telephone Number:	
Fax Number:	
E-mail Address:	

REMEMBER!

Return all to forms and attachments, or questions to:

JAN NEITZEL KNOX
EMAIL: NEITZEL-KNOX@COUNTYOFDANE.COM
OFFICE: (608)266-4029, FAX: (608)267-1533

**DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY & TRANSPORTATION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WI 53713**

APPENDIX A

APPRENTICEABLE TRADES

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

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

Officer or Authorized Agent Signature Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.11(28)(a) is as follows:
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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

COUNTY OF DANE

PUBLIC WORKS CONSTRUCTION CONTRACT

Contract No. _____ Bid No. 315022
Authority: 2015 RES - _____

THIS CONTRACT, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and _____ (hereafter, "CONTRACTOR"), and

WITNESSETH:

WHEREAS, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide soil regrading of existing swales / detention ponds and prairie restoration work at the Badger Prairie Health Care Center at 1100 East Verona Avenue, Verona, WI ("the Project"); and

WHEREAS, CONTRACTOR, whose address is _____ is able and willing to construct the Project, in accordance with the Construction Documents;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CONTRACTOR do agree as follows:

1. CONTRACTOR agrees to construct, for the price of \$_____ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, General Conditions of Contract, Construction Documents including 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 SCS Engineers (hereinafter referred to as "the Architect / Engineer"), and as enumerated in the Project Manual Table of Contents, all of which are made a part hereof and collectively evidence and constitute the Contract.

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

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

available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

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

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

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

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

8. CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

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

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

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

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

* * * * *

FOR CONTRACTOR:

Signature Date

Printed or Typed Name and Title

Signature Date

Printed or Typed Name and Title

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

* * * * *

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

FOR COUNTY:

Joseph T. Parisi, County Executive Date

Scott McDonell, County Clerk Date

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT:**PROJECT:**

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

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

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

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

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

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

Signed and sealed this _____ day of _____

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

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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

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

Signature: _____

Name _____
and Title: _____

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Sample

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name _____
and Title: _____

Signature: _____

Name _____
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____

(Corporate Seal)

SURETY

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM

PURPOSE

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

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

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

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

Signed _____

Date _____

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

GENERAL CONDITIONS OF CONTRACT

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1. CONSTRUCTION DOCUMENTS

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

2. DEFINITIONS

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

3. ADDITIONAL INSTRUCTIONS AND DRAWINGS

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

4. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Unless otherwise specified, Contractor shall submit three (3) copies of all Shop Drawings for each submission, until receiving final approval. After final approval, provide five (5) additional copies for distribution and such other copies as may be required.
- B. Contractor shall submit, on an on-going basis and as directed, Product Data such as brochures that shall contain catalog cuts and specifications of all furnished mechanical and electrical equipment. After Architect / Engineer's approval, one (1) copy shall remain in Architect / Engineer's file, one (1) kept at Department's office and one (1) kept at job site by Contractor for reference purposes.
- C. Samples shall consist of physical examples furnished by Contractor in sufficient size and quantity to illustrate materials, equipment or workmanship, and to establish standards to compare the Work.
 - 1. Submit Samples in sufficient quantity (minimum of two (2)) to permit Architect / Engineer to make all necessary tests and of adequate size showing quality, type, color range, finish, and texture. Label each Sample stating material, type, color, thickness, size, project name, and Contractor's name.
 - 2. Submit transmittal letter requesting approval, and prepay transportation charges to Architect / Engineer's office on samples forwarded.
 - 3. Materials installed shall match approved Samples.
- D. Contractor shall review Shop Drawings and place their dated stamp thereon to evidence their review and approval and shall submit with reasonable promptness and in orderly sequence to cause no delay in the Work or in work of any other contractor. At time of submission, Contractor shall inform Architect / Engineer in writing of any deviation in Shop Drawings or Samples from requirements of Construction Documents. Architect / Engineer will not consider partial lists.
- E. Architect / Engineer will review and approve or reject Shop Drawings with reasonable promptness to cause no delay. Architect / Engineer's approval shall not relieve Contractor from responsibility for errors or omissions in Shop Drawings.
- F. Contractor shall not commence any work requiring Shop Drawing, Product Data or Sample submission until Architect / Engineer has approved submission. All such work shall be in accordance with approved Shop Drawings, Product Data and Samples.
- G. Contractor shall keep on site of the Work, approved or conformed copy of Shop Drawings and shall at all time give Department access thereto.
- H. By stamping and submitting Shop Drawings, Product Data and Samples, Contractor thereby represents that he or she has or will determine and verify all field measurements, field construction criteria, materials, catalog numbers, and similar data and that he or she has checked and coordinated each Shop Drawing, Product Data and Sample with requirements of the Work and of Construction Documents. Architect / Engineer shall return without examination, Shop Drawings, Product Data and Samples not so noted.
- I. All Shop Drawings from any one Contractor should be numbered consecutively and on cover sheet shall bear name and location of project, name of Contractor, date of submittal and date of each correction or revision and associated Specification section and page number.

5. CUTTING AND PATCHING

- A. Not Used

6. CLEANING UP

- A. Contractor shall keep premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under Contract. Contractor shall remove from and about the Work waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials at completion of the Work. Contractor shall maintain streets and sidewalks around the Work site in clean condition. Contractor shall remove all spillage and prevent tracking of spillage arising from performance of the Work, into, out of, and within the Work site. Contractor shall establish regular maintenance program of sweeping and/or vacuuming to minimize accumulation of dirt and dust upon such areas.
- B. If Contractor fails to clean up as directed in Construction Documents, County may do so and shall charge Contractor cost thereof.
- C. Contractor shall be responsible for broken windows and glass, and at completion of the Work

7. USE OF SITE

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

8. MATERIALS AND WORKMANSHIP

- A. Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary to complete the Work required by this Contract, within time specified, in accordance with provisions of Construction Documents.
- B. All equipment and materials incorporated in the Work covered by this Contract are to be new; use recycled and / or recovered materials to extent that such use is technically and economically feasible. Recovered materials are products recovered from solid waste in form identical to original form for use that is same as, or similar to original use. Recycled materials are products manufactured from solid waste.
- C. If requested, Contractor shall furnish satisfactory evidence as to kind and quality of construction materials proposed or used. Contractor shall furnish to Architect / Engineer, for approval, manufacturer name and model, performance capacities and other pertinent information of machinery, mechanical, electrical or other types of equipment, which Contractor plans to install.
- D. If not otherwise provided, materials and labor called for in this Contract shall be provided and performed in accordance with established practice and standards recognized by Architects, Engineers, Department, and construction industry.

- E. Reference to “Standard” specifications of any association or manufacturer, or codes of County authorities, intends most recent printed edition or catalog in effect on date that corresponds with date of Construction Documents.
- F. Whenever reference is made in Specifications that work shall be “performed”, “applied”, in accordance with “manufacturer’s directions or instructions”, Contractor to whom those instructions are directed shall furnish three (3) printed copies of such instructions to Architect / Engineer before execution of the Work.

9. CONTRACTOR’S TITLE TO MATERIALS

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

10. “OR EQUAL” CLAUSE

- A. Whenever equipment or materials are identified on Drawings or in Specifications by reference to manufacturer’s or vendor’s name, trade name, catalog number, and other identifying information, it is intended to establish standards; and any equipment or material of other manufacturers and vendors which will perform adequately duties imposed by general design will be considered equally accepted provided equipment or material so proposed is, in opinion of Architect / Engineer, of equal substance and function. Architect / Engineer and Department shall provide written approval before Contractor may purchase or install it.
- B. Equipment or materials of manufacturers, other than those named, may be used only upon following conditions:
 - 1. That, in opinion of Architect / Engineer and Department, proposed material or equipment item is fully equal or superior (in design, materials, construction, workmanship, performance, finish, etc.) to named item. No compromise in quality level, however small, is acceptable.
 - 2. That, in substituting materials or equipment, Contractor assumes responsibility for any changes in system or for modifications required in adjacent or related work to accommodate such substitution despite Architect / Engineer’s and Department’s approval, and all costs growing out of approval of “or equal” items shall be responsibility of Contractor. No extra costs resulting from such approval shall become responsibility of Department, Architect / Engineer or any other separate Contractor.
 - 3. It shall be understood that use of materials or equipment other than those specified, or approved equal by Architect / Engineer and Department, shall constitute violation of Contract, and that Architect / Engineer and Department shall have right to require removal of such materials or equipment and their replacement with specified materials or equipment at Contractor’s expense.
 - 4. Product and manufacturer named first in Specifications or on information shown on Drawings is basis of selection of manufactured items and equipment, particularly mechanical equipment. In using other than first named products or manufacturers, including those specified as additionally approved or acceptable, Contractor assumes responsibility for any changes in system and for modifications in any work required to accommodate them. Architect / Engineer’s approval of such additionally acceptable products or manufacturers, either in Specifications or in Addendum, does not relieve Contractor from obligation to coordinate such optional products with other Contractors, whose work may be affected by them, and to pay all additional costs resulting from their inclusion into the Work. Contractor’s liability shall include payment of Architect /

Engineer's fees for any additional services made necessary by or directly connected to such product changes. No extra costs resulting from such changes shall become responsibility of Department, Architect / Engineer or any other separate Contractor.

- C. No request for approval of "or equal" materials will be entertained except from Contractor. Identify any request for substitution as substitution on Contractor's letter of transmittal and give reasons for substitution. Department may in its sole discretion allow substitutions of materials.

11. PATENTS AND ROYALTIES

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

12. SURVEYS, PERMITS, REGULATIONS AND TAXES

- A. Department will furnish to Contractor all site, topography and property surveys necessary for execution of the Work.
- B. Contractor shall procure all permits, licenses and approvals necessary for execution of this Contract.
- C. Contractor shall give all notices and comply with all State of Wisconsin, Federal and local laws, codes, rules and regulations relating to performance of the Work, protection of adjacent property, and maintenance of passageways, guard fences or other protective facilities.
- D. Contractor shall pay all Sales, Consumer, Use and other similar taxes required by law.
- E. Contractor shall promptly notify Architect / Engineer of any variances of Drawings or Specifications with that of any State of Wisconsin, federal or local law, code, rule or regulation. Upon such notification, Architect / Engineer will require correction of variance to comply with applicable law, code, rule or regulation at no additional cost to Contractor.
- F. Work under this Contract shall comply with all applicable State of Wisconsin, Federal and local laws, codes and regulations.
- G. Contractor shall arrange for and pay for installation of a hydrant water meter and pay charges for water used during the project to water plantings and the native vegetated mat and other uses needed by the Contractor. The County will designate a hydrant for use by the Contractor that is adjacent to the project..

13. CONTRACTOR'S OBLIGATIONS AND SUPERINTENDENCE

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

14. WEATHER CONDITIONS

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

15. PROTECTION OF WORK AND PROPERTY

- A. Contractor shall at all times safely guard County's property from injury or loss in connection with this Contract. Contractor shall at all times safely guard and protect the Work, and adjacent property, from damage. Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in Contract, or by County, or County's duly authorized representative.
- B. Contractor may act diligently, without previous instructions from Architect / Engineer and / or Department, in emergency that threatens loss or injury of property, or safety of life.

Contractor shall notify Architect / Engineer and / or Department immediately thereafter. Promptly submit any claim for compensation by Contractor due to such extra work to Architect / Engineer and / or Department for approval as provided for in Article 18 herein.

16. INSPECTION AND TESTING OF MATERIALS

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

17. REPORTS, RECORDS AND DATA

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

18. CHANGES IN THE WORK

- A. Make no changes, except in cases of emergency, in the Work covered by approved Construction Documents without having prior written approval of Department. Charges or credits for the Work covered by approved change shall be determined by one of these methods:
 - 1. Unit bid prices previously approved.
 - 2. Agreed lump sum based on actual cost of:
 - a) Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the Work.
 - c) Ownership or rental cost of construction tools and equipment during time of use on extra work.

- d) Power and consumable supplies for operation of power equipment.
 - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social Security and old age and unemployment contributions.
 - g) Add to cost under (2), fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit and any other general expense.
 - h) On that portion of the Work under (2) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense.
 - i) Department may require correct amount of costs with supporting vouchers; Contractor shall keep and present in such form as directed.
3. Cost-plus work, with not-to-exceed dollar limit, based on actual cost of:
- a) Labor, including foremen, and all fringe benefits that are associated with their wages.
 - b) Materials entering permanently into the Work.
 - c) Ownership or rental cost of construction tools and equipment during time of use on extra work. Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment.
 - d) Power and consumable supplies for operation of power equipment.
 - e) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance.
 - f) Social Security and old age and unemployment contributions.
 - g) To cost under (3), there shall be added fixed fee to be agreed upon but not to exceed fifteen percent (15%) of actual cost of work performed with their own labor force. Fee shall be compensation to cover cost of supervision, overhead, bond, profit, and any other general expense.
 - h) On that portion of the Work under (3) done under subcontract, Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense.
 - i) Contractor shall keep and present, in such form as directed, correct amount of cost together with such supporting vouchers as may be required by Department.
- B. If Contractor claims that by any instructions given by Architect / Engineer, Department, by drawings or otherwise, regarding performance of the Work or furnishing of material under Contract, involves extra cost, Contractor shall give Department written notice of cost thereof within two (2) weeks after receipt of such instructions and in any event before proceeding to execute work, unless delay in executing work would endanger life or property.
- C. No claim for extra work or cost shall be allowed unless it was done in pursuance of written Change Order from Architect / Engineer and approved by Department, as previously mentioned, and claim presented with payment request submitted after changed or extra work is completed.
- D. Negotiation of cost for change in the Work shall not be cause for Contractor to delay prosecution of the Work if Contractor has been authorized in writing by Public Works Project Manager to proceed.

19. EXTRAS

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

20. TIME FOR COMPLETION

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

21. CORRECTION OF WORK

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

22. SUBSURFACE CONDITIONS FOUND DIFFERENT

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

23. RIGHT OF DEPARTMENT TO TERMINATE CONTRACT

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

possession of and utilize in completing the Work, such materials and equipment as may be on the Work site and therefore necessary.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- A. Contractor shall be responsible for Construction Schedule and coordination. Immediately after execution and delivery of Contract and before making first payment, Contractor shall notify all subcontractors to furnish all required information to develop Construction Schedule. Contractor and all subcontractors associated with the Work shall furnish following information from each Division of Specifications:
1. List of construction activities;
 2. Start, finish and time required for completion of each activity;
 3. Sequential relationships between activities;
 4. Identify all long lead-time items, key events, meetings or activities such as required submittals, fabrication and delivery, procurement of materials, installation and testing;
 5. Weekly definition of extent of work and areas of activity for each trade or Subcontract; and
 6. Other information as determined by Public Works Project Manager.
- B. In addition to above requested items, Contractor shall request delivery dates for all County-furnished equipment, materials or labor. This shall include any work handled by Department under separate contracts such as asbestos abatement, air and water balancing, etc. Indicate on Construction Schedule these associated delivery and installation dates.
- C. Progress Reporting:
1. Contractor shall update and publish Construction Schedule on monthly basis. Revisions to Schedule shall be by Contractor and made in same detail as original Schedule and accompanied by explanation of reasons for revision; and shall be subject to approval by Department.
 2. Failure of Contractor to keep Schedule in updated format shall result in County hiring firm specializing in construction schedule development and deducting those costs associated with updating process from payments due Contractor.
 3. Contractor shall submit show actual percentage of each activity completed, estimated future progress, and anticipated completion time.
- D. Responsibility for timely completion requires:
1. Contractor and subcontractors understand that performance of each is interdependent upon performance of others.
 2. Whenever it becomes apparent from current schedule, that phasing or progress completion dates will not be met, Contractor must take some or all following actions at no additional cost to County:
 - a) Increase construction labor in such quantities and crafts as will eliminate backlog of work.
 - b) Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination of foregoing to eliminate backlog of work.
 - c) Reschedule work (yet remain in conformance with Drawings and Specifications).
 3. Prior to proceeding with any of above actions, Contractor shall notify Public Works Project Manager.
- E. Maintain current Construction Schedule at all times. Revise Construction Schedule in same detail as original and accompany with explanation of reasons for revision. Schedule shall be subject to approval by Architect / Engineer and Public Works Project Manager.

25. PAYMENTS TO CONTRACTOR

- A. Contractor shall provide:
 - 1. Detailed estimate giving complete breakdown of contract price by Specification Division; and
 - 2. Periodic itemized estimates of work done for purpose of making partial payments thereon.
- B. Submit these estimates for approval first to Architect / Engineer, then to Public Works Project Manager. Costs employed in making up any of these schedules are for determining basis of partial payments and not considered as fixing basis for additions to or deductions from Contract price.
- C. County will make partial payments to Contractor for value, proportionate to amount of Contract, of all labor and material incorporated in the Work during preceding calendar month upon receipt of Application and Certificate for Payment form from Architect / Engineer and approval of Department.
- D. Contractor shall submit for approval first to Architect / Engineer, and then to Public Works Project Manager all Application and Certificate for Payment forms. If requested, Application and Certificate for Payment shall be supported by such additional evidence as may be required, showing Contractor's right to payment claimed.
- E. Application and Certificate for Payment for preparatory work and materials delivered and suitably stored at site to be incorporated into the Work at some future period, will be given due consideration. Requesting payment for materials stored off site, may be rejected, however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered, conditional upon submission by Contractor of bills of sale, photographs and such other procedures as will adequately protect County's interest such as storage in bonded warehouse with adequate coverage. If there is any error in payment, Contractor is obligated to notify Department immediately, but no longer than ten (10) business days from receipt of payment.
- F. Payments by County will be due within forty-five (45) business days after receipt by Department of Application and Certificate for Payment.
- G. County will retain five percent (5%) of each Application and Certificate for Payment until final completion and acceptance of all the Work covered by Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at site, County will make remaining payments in full if Architect / Engineer and Public Works Project Manager find that progress of the Work corresponds with Construction Schedule. If Architect / Engineer and Public Works Project Manager find that progress of the Work does not correspond with Construction Schedule, County may retain up to ten percent (10%) of each Application and Certificate for Payment for the Work completed.
- H. All material and work covered by partial payments made shall become sole property of County, but this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made, or restoration of any damaged work, or as waiver of right of County to require fulfillment of all of terms of Contract.

- I. County will make final payment within sixty (60) calendar days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
- J. County may make payment in full, including retained percentages and less authorized deductions, upon completion and acceptance of each Division where price is stated separately in Contract.
- K. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. 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.

26. WITHHOLDING OF PAYMENTS

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

27. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

- B. Acceptance of final payment shall constitute waiver of all claims by Contractor.

28. PAYMENTS BY CONTRACTOR

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

29. CONTRACT SECURITY

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

30. ASSIGNMENTS

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

31. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

32. SEPARATE CONTRACTS

- A. Department may award other contracts for the Work and all Contractors shall fully cooperate with each other and carefully adjust their work to that provided under other contracts as may be directed by Department. No Contractor shall commit or permit any act that will interfere with performance of the Work by any other Contractor.

- B. Contractor shall coordinate the Work with those of other Contractors. Cooperation will be required in arrangement for storage of materials and in detailed execution of the Work. Contractor, including subcontractors, shall keep informed of progress and detail work of others and shall notify Architect / Engineer or Department immediately of lack of progress or defective workmanship on part of others. Failure of Contractor to keep informed of the Work progressing on site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by Contractor of status of the Work as being satisfactory for proper coordination with Contractor's own work.

33. SUBCONTRACTS

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

34. PUBLIC WORKS PROJECT MANAGER'S AUTHORITY

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

35. ARCHITECT / ENGINEER'S AUTHORITY

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

36. STATED ALLOWANCES

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

37. ESTIMATES OF QUANTITIES

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

38. LANDS AND RIGHTS-OF-WAY

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

39. GENERAL GUARANTEE

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

40. CONFLICTING CONDITIONS

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

41. NOTICE AND SERVICE THEREOF

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

42. PROTECTION OF LIVES AND HEALTH

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

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

- A. Affirmative Action Provisions.
 - 1. During term of their Contract, Contractor agrees not to discriminate on basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether recipient of services (actual or potential), employee, or applicant for employment. Such equal opportunity shall include but not be limited to following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, these affirmative action standards so as to be visible to all employees, service recipients and applicants for this paragraph. Listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to extent allowable in state or federal law.
 - 2. Contractor is subject to this Article only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file and Affirmative Action Plan with Dane County Contract Compliance Officer in accord with Chapter 19 of Dane County Code of Ordinances. Such plan must be filed within fifteen (15) business days of effective date of this Contract and failure to do so by said date shall constitute ground for immediate termination of Contract by County. Contractor shall also, during term of this Contract, provide copies of all announcements of employment opportunities to County's Contract Compliance Office, and shall report annually number of persons, by race, sex and handicap status, who apply for employment, and, similarly classified, number hired and number rejected.
 - 3. Contact Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
 - 4. In all solicitations for employment placed on Contractor's behalf during term of this Contract, Contractor shall include statement to affect Contractor is "Equal Opportunity Employer". Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and provision of this Contract.
- B. Minority / Women / Disadvantaged / Emerging Small Business Enterprises.
 - 1. Chapter 19.508 of Dane County Code of Ordinances is official policy of Dane County regarding utilization of, to fullest extent of, Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs).
 - 2. Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. List of subcontractors will be required of low bidder as stated in this Contract. List shall

indicate which are MBEs / WBEs / DBEs / ESBEs and percentage of subcontract awarded, shown as percentage of total dollar amount of bid.

44. COMPLIANCE WITH FAIR LABOR STANDARDS

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

45. DOMESTIC PARTNERSHIP BENEFITS

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

46. USE AND OCCUPANCY PRIOR TO ACCEPTANCE

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

47. MINIMUM WAGES

- A. Contractor shall post, at appropriate conspicuous point on site of project, schedule showing all determined minimum wage rates for various classes of laborers and mechanics to be

engaged in the Work under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by laborers and mechanics so engaged.

- B. Supplementary Conditions section in Construction Documents lists wage determinations required by State Law.
- C. If, after award of Contract, it becomes necessary to employ any person in trade or occupation not classified in wage determinations, such person shall be paid at not less than such rate as shall be determined by Wisconsin Department of Workforce Development. Such approved minimum rate shall be retroactive to time of initial employment of such person in such trade or occupation. Contractor shall notify Department of Contractor's intention to employ persons in trades or occupations not so classified in sufficient time for Department to obtain approved rates for such trades or occupations.
- D. Specified wage rates are minimum rates only, and Department will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of applicable rate contained in this Contract. Contractor shall adjust any disputes in regard to payment of wages in excess of those specified in this Contract.
- E. Submit required affidavit(s) to Department of Public Works, Highway & Transportation, as requested and with final application for payment for work under said contract. Affidavit(s) shall clearly indicate name, trade or occupation, and paid wages of every laborer, worker or mechanic employed by Contractor and all subcontractors during billing period including accurate record of number of hours worked by each employee and actual wages paid as stipulated in Wisconsin Statute 66.0903. 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). Forms of such affidavits are included in Supplementary Conditions.

48. CLAIMS

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

49. ANTITRUST AGREEMENT

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

50. INSURANCE

- A. Contractor Carried Insurance:
 - 1. Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this Article and has provided evidence of such insurance to Risk

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

whether such operation be by insured or by anyone directly or indirectly employed by insured and also against any of special hazards which may be encountered in performance of this Contract as enumerated in Supplementary Conditions.

5. Proof of Carriage of Insurance: Contractor shall furnish Risk Manager with certificates showing type, amount, class of operations covered, effective dates, dates of expiration of policies and "Dane County" listed as additional insured. Such certificates shall also contain (substantially) following statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) business days written notice has been received by Risk Manager."

B. Builder's Risk:

1. County shall provide Builder's Risk insurance coverage for its insurable interests in construction or renovation projects with completed value of \$500,000 or less. Therefore, if project completed value is more than \$500,000, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk Insurance on all risks for amount equal to full completed value of covered structure or replacement value of alterations or additions. Any deductible shall not exceed \$25,000 for each loss. Policy shall include occupancy clause and list Dane County as loss payee.

C. Indemnification / Hold Harmless:

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

51. WISCONSIN LAW CONTROLLING

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

SUPPLEMENTARY CONDITIONS

1. APPLICATION & CERTIFICATE FOR PAYMENT

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


AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO.:	Distribution to:
		PERIOD TO:	OWNER <input type="checkbox"/>
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
		CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS.: / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ _____

2. Net change by Change Orders \$ _____

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ _____

5. RETAINAGE:

a. _____% of Completed Work
(Column D + E on G703) \$ _____

b. _____% of Stored Material
(Column F on G703) \$ _____

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ _____

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ _____
(Line 3 less Line 6)

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

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

CONTRACTOR:
 By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public:
 My Commission expires: _____

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

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

ARCHITECT:
 By: _____ Date: _____

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

AIA Document G702™ – 1992. Copyright © 1993, 1993, 1993, 1997, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Continuation Sheet

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainerage for line items may apply.

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

A LINE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINERAGE OR VARIABLE RATE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703™ – 1992. Copyright © 1993, 1995, 1996, 1997, 1970, 1976, 1982 and 1992 by The American Institute of Architects. All rights reserved. (AIA/Arch). This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce in 100 copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

2. PREVAILING WAGE RATE DETERMINATION

- A. These supplements shall modify, delete, and / or add to General Conditions of Contract. Where any article, paragraph, or subparagraph in General Conditions of Contract is supplemented by one of these paragraphs, provisions of such article, paragraph, or subparagraph shall remain in effect and supplementary provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in General Conditions of Contract is amended, voided, or superseded by any of these paragraphs, provisions of such article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.
 - 1. General Conditions of Contract Article 47, "Minimum Wages", paragraph B. Following Prevailing Wage Rate Determination No. 201601155 is added to General Conditions of Contract.
- B. These State of Wisconsin forms, hereinafter set forth in this section, shall be filled out and submitted to Department of Public Works, Highway & Transportation:
 - 1. Disclosure of Ownership (ERD-7777)
 - 2. Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-5724)
 - 3. List of Agents and Subcontractors (Page 2 - ERD-5724)
 - 4. Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination (ERD-10584)

5. List of Agents and Subcontractors (Page 2 - ERD-10584)
 6. Request To Employ Subjourneyperson (ERD-10880)
- C. At a minimum, these wage rates must be displayed in a place where all workers can access them, but not inside the job trailer. If this isn't easily done based on job conditions, the State requires they be displayed at a library or other public building.

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 4/6/2016	
PROJECT:	
BADGER PRAIRIE HEALTH CARE CENTER-REGRAIDING AND PRAIRIE RESTORATION VERONA CITY, DANE COUNTY, WI Determination No. 201601155 [Owner Project No. 315022]	
PROJECT OWNER:	REQUESTER:
ERIC URTES, PROJECT MANAGER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713	RYAN SHORE, PROJECT MANAGER DANE COUNTY PUBLIC WORKS 1919 ALLIANT ENERGY CENTER WAY MADISON, WI 53713
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 4/6/2016

DETERMINATION NUMBER: 201601155

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2016. If NOT, You MUST Reapply.

PROJECT NAME: BADGER PRAIRIE HEALTH CARE CENTER-REGRAIDING AND PRAIRIE RESTORATION
PROJECT NO: 315022

PROJECT LOCATION: VERONA CITY, DANE COUNTY, WI

CONTRACTING AGENCY: DANE COUNTY PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place **on the site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

(a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.

2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.

3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.

5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
102	Boilermaker	33.35	28.29	61.64
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
106	Carpet Layer or Soft Floor Coverer Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
107	Cement Finisher	33.15	16.40	49.55
108	Drywall Taper or Finisher	29.97	20.08	50.05
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
110	Elevator Constructor	46.05	27.09	73.14
111	Fence Erector	18.72	5.78	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
112	Fire Sprinkler Fitter	36.78	19.97	56.75
113	Glazier	38.27	14.42	52.69
114	Heat or Frost Insulator	33.53	27.31	60.84
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2016.	33.02	17.12	50.14
116	Ironworker	32.50	20.58	53.08
117	Lather	32.72	16.00	48.72
118	Line Constructor (Electrical)	40.81	18.06	58.87
119	Marble Finisher	25.72	18.54	44.26
120	Marble Mason	32.82	18.67	51.49
121	Metal Building Erector	22.40	6.27	28.67
122	Millwright Future Increase(s): Add \$1.47/hr on 6/1/2016.	34.79	17.17	51.96
123	Overhead Door Installer	31.93	13.39	45.32
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68
127	Pipeline Fuser or Welder (Gas or Utility)	44.20	18.26	62.46
129	Plasterer	32.82	18.81	51.63
130	Plumber	38.82	18.02	56.84
132	Refrigeration Mechanic	45.55	18.71	64.26
133	Roofer or Waterproofer	29.65	1.71	31.36
134	Sheet Metal Worker	35.55	24.67	60.22
135	Steamfitter	45.55	18.71	64.26
137	Teledata Technician or Installer	22.50	12.74	35.24
138	Temperature Control Installer	34.97	19.67	54.64
139	Terrazzo Finisher	25.72	18.54	44.26

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
140	Terrazzo Mechanic Future Increase(s): Add \$1.60 on 06/06/2016	33.98	18.96	52.94
141	Tile Finisher	30.00	0.00	30.00
142	Tile Setter Future Increase(s): Add \$1.45/hr on 6/06/2016.	31.59	19.61	51.20
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.86	20.03	52.89
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.	25.32	16.40	41.72
147	Siding Installer	17.00	6.71	23.71
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	20.41	57.14
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	25.00	12.55	37.55

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	33.69	19.78	53.47
203	Three or More Axle	18.25	21.61	39.86
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.25	21.61	39.86
207	Truck Mechanic	18.25	21.61	39.86

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$1.00/hr for certified welder and pipelayer; Add \$.25/hr for mason tender.	25.81	15.63	41.44
302	Asbestos Abatement Worker	17.00	4.22	21.22
303	Landscaper	21.90	9.83	31.73
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.83	18.39	39.22
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96
315	Final Construction Clean-Up Worker	29.01	7.20	36.21

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery. Future Increase(s): Add \$1.25/hr on 1/1/2017.	39.20	23.09	62.29
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s):	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
	Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.			
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.25/hr for all >45 Ton lifting capacity cranes.	36.42	20.38	56.80
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 5/30/2016.	37.04	22.44	59.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment).	33.82	20.30	54.12
516	Fiber Optic Cable Equipment	29.50	0.68	30.18

SEWER, WATER OR TUNNEL CONSTRUCTION
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	FRINGE BENEFITS MUST BE PAID ON <u>All</u> Hours Worked	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
			\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason		32.82	18.67	51.49
105	Carpenter		32.72	16.00	48.72
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.		35.97	17.85	53.82
109	Electrician		52.00	1.50	53.50
111	Fence Erector		18.72	5.78	24.50
116	Ironworker		32.50	20.58	53.08
118	Line Constructor (Electrical)		40.81	18.06	58.87
125	Pavement Marking Operator		30.00	18.81	48.81
126	Piledriver		33.24	16.00	49.24
130	Plumber Future Increase(s): Add \$1.50 on 6/1/16		39.95	19.45	59.40
135	Steamfitter		44.20	18.26	62.46
137	Teledata Technician or Installer		22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner		32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)		31.00	20.43	51.43
146	Well Driller or Pump Installer Future Increase(s): Add \$1/hr on 6/1/2016; Add \$1/hr on 6/1/2017.		25.32	16.40	41.72
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY		36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY		32.65	15.52	48.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	19.00	0.00	19.00
203	Three or More Axle	19.00	0.00	19.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	33.69	19.78	53.47
205	Pavement Marking Vehicle	19.00	0.00	19.00
207	Truck Mechanic	19.00	0.00	19.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.20 for blaster, bracer, manhole builder, caulker, bottomman and power tool; Add \$.55 for pipelayer; Add \$1.00 for tunnel work 0-15 lbs. compressed air; Add \$2.00 for over 15-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	27.18	15.64	42.82
303	Landscaper	41.00	0.00	41.00
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Premium Increase(s): Add \$.25/hr for operating tower crane.	38.09	20.80	58.89
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.60/hr on 6/3/2016.	35.22	20.38	55.60
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	33.69	21.75	55.44
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	31.99	20.38	52.37
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.99	19.78	50.77
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	32.82	18.67	51.49
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.02	17.12	50.14
107	Cement Finisher Future Increase(s): Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.97	17.85	53.82
109	Electrician Future Increase(s): Add \$1.25/hr on 6/1/16. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.75	19.97	55.72
111	Fence Erector	18.72	5.78	24.50
116	Ironworker	32.50	20.58	53.08
118	Line Constructor (Electrical)	40.81	18.06	58.87
124	Painter	26.70	16.65	43.35
125	Pavement Marking Operator	30.00	18.81	48.81
126	Piledriver Future Increase(s): Add \$1.44/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.56	17.12	50.68

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
133	Roofer or Waterproofer	29.65	1.71	31.36
137	Teledata Technician or Installer	22.50	12.74	35.24
143	Tuckpointer, Caulker or Cleaner	32.82	18.67	51.49
144	Underwater Diver (Except on Great Lakes)	36.74	16.00	52.74
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	36.73	15.92	52.65
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	32.65	15.52	48.17
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	28.57	13.71	42.28
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.53	13.55	40.08
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	18.00	0.00	18.00
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
205	Pavement Marking Vehicle	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	18.00	0.00	18.00
207	Truck Mechanic	18.00	0.00	18.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	26.34	15.17	41.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
303	Landscaper Future Increase(s): Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	30.67	15.65	46.32
304	Flagperson or Traffic Control Person	20.92	14.80	35.72
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	19.35	0.00	19.35
314	Railroad Track Laborer	17.00	3.96	20.96

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.60/hr on 6/3/2016. Premium Increase(s): Add \$.50/hr for >200 Ton; Add \$1/hr at 300 Ton; Add \$1.50/hr at 400 Ton; Add \$2/hr at 500 Ton & Over.	37.67	20.38	58.05

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
542	<p>Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.77	21.85	59.62
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsin.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx.</p>	37.27	21.85	59.12

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevailing-wage-compliance.aspx .	37.27	21.85	59.12
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	31.62	19.78	51.40
546	Fiber Optic Cable Equipment.	29.50	0.68	30.18
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder. Future Increase(s): Add \$1.25/hr on 1/1/2017. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	44.05	23.24	67.29
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	36.72	21.15	57.87

550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	36.72	21.15	57.87
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**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.67	19.78	56.45
552	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/prevaling-wage-compliance.aspx .	37.77	21.85	59.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
553	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames. Future Increase(s): Add \$1.60/hr on 6/3/2016.	34.69	20.38	55.07
554	Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.	36.17	19.19	55.36
555	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.60/hr on 6/3/2016.	32.62	20.38	53.00
556	Fiber Optic Cable Equipment.	29.50	0.68	30.18

***** END OF RATES *****

The documents following the Prevailing Wage Rate Determination consist of twenty pages (including this one) of various forms/documents that will be used throughout the completion of the project. This prevailing wage rate determination and its underlying legal requirements outlined in the attached documents apply for the life of this project even though work on the project continues into 2017 or beyond. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	July 2015 description of recent changes to Wisconsin's prevailing wage laws resulting from enactment of the 2015-17 State Budget Bill.		1
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	4
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/16/2016

THE 2015-17 BUDGET BILL MADE SIGNIFICANT CHANGES TO WISCONSIN'S PREVAILING WAGE LAWS. HOWEVER, THOSE CHANGES DO NOT GO INTO EFFECT UNTIL JANUARY 1, 2017.

During calendar year 2016, DWD will continue to enforce prevailing wage laws for local governmental unit and state agency public works projects under current prevailing wage laws.

2015 Wisconsin Act 55 (the budget bill) repealed the state prevailing wage law for **local governmental units** such as villages, towns, cities, school districts, or sewerage districts effective January 1, 2017. However, if a local governmental unit:

- issues a Request for Bids before January 1, 2017, for a project of public works that is subject to bidding or,
- enters into a contract before January 1, 2017, for a project of public works that is not subject to bidding,

then those public works projects are subject to the current prevailing wage law (§66.0903, Wis. Stats.) through the life of the project. Projects of public works with prevailing wage project determinations issued prior to 2017 continue to be subject to the current prevailing wage law through the life of the project even though the project may have work going on in 2017 or subsequent years.

Contractors working on local governmental unit projects with prevailing wage rate determinations must continue to pay employees the appropriate prevailing wage and maintain required prevailing wage payroll records. For instance, if a contractor is working in 2018 on a public works project with a project determination issued prior to 2017, then the contractor is required to comply with the "old" prevailing wage rate law (§66.0903, Wis. Stats.). After January 1, 2017, DWD will continue to enforce prevailing wage requirements for projects with DWD prevailing wage determinations issued under the "old" prevailing wage laws (§§ 66.0903 & 103.49, Wis. Stats.).

For new public works projects starting on January 1, 2017, state prevailing wage law will only apply to **state agency** and **state highway** projects. Prevailing wage rates applicable to state agencies will be those issued by the U.S. Department of Labor under the Davis-Bacon Act, 40 U.S.C. 3142. The Wisconsin Department of Administration will enforce the new state agency prevailing wage law (§16.856, Wis. Stats.) and the Wisconsin Department of Transportation will continue to enforce prevailing wage on state highway projects (under a law renumbered as §84.062, Wis. Stats.).

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

http://dwd.wisconsin.gov/er/prevailing_wage_rate/pw_online_determinations.htm

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, YOU ARE REQUIRED by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

State of Wisconsin - Department of Workforce Development

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Jim Chiolino, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3345. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
A-1 Duran Roofing & Insulation Services, Inc.	3700 N Fratney St Milwaukee, WI 53212	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
	or 8095 NW 64 th St Miami, FL 33166					
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Alpha Electric, LLC	350 Business Park Dr Sun Prairie, WI 53590	8/1/15	7/31/18	4	2014	None
Arnie Christiansen Mason Contractors, LLC	2304 65 th Dr Franksville, WI 53126	9/1/14	8/31/16	1, 2 and 4	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Bickel, Matthew	See, Peshtigo Asphalt, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Brechtl, Mark G	See, Ecodec, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Christiansen, Andy	See, Arnie Christiansen Mason Contractors, LLC					
Christiansen, Arnold	See, Arnie Christiansen Mason Contractors, LLC					
Darnick, Gregory L	See, Darnick Trucking, LLC					
Darnick Trucking, LLC	W914 County Rd V Berlin, WI 54923	11/1/14	10/31/15	1, 2 and 4	2012 & 2013	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Duran, Bernardo	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ecodec, Inc	5106 Wintergreen Dr Madison, WI 53704	10/1/14	9/30/17	1	2011 & 2012	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008- 2010	None
Froode, Kathleen M	See, Masonry Specialists II, LLC					
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Gjolaj, Ded	See, Horizon Bros Painting Corp					
Grade A Construction, Inc	157 Enterprise Rd Delafield, WI 53018	1/1/16	12/31/19	1, 2 and 4	2014	None
Horizon Bros Painting Corp	1053 Kendra La Howell, MI 48843	10/1/14	9/30/16	4	2012	None
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
John's Concrete	See, Wagner Companies, Inc, dba John's Concrete					
Kott, Joseph J	See, Alpha Electric, LLC					
Masonry Specialists II, LLC	5109 Briarwood Ct Racine, WI 53402	8/1/15	7/31/18	4	2014	None
Mid-W Enterprises, Inc	1730 22 nd Avenue Kenosha, WI 53140	6/1/15	5/31/17	1, 2 and 4	2013	None
Midwest Construction Co, Inc	See, Mid-W Enterprises, Inc					
Oden, Cassie	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Peret, Robert	See, A-1 Duran Roofing & Insulation Services and RRS2 Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Peshigo Asphalt, Inc	W3895 Track La Peshigo, WI 54157	3/1/16	2/28/17	1	2013- 2014	None
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006- 2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
RRS2 Inc.	133 N Jackson St, #427 Milwaukee, WI 53202 or 1313 N Franklin Pl, #805 Milwaukee, WI 53202	11/1/14	10/31/17	1, 2 and 4	2011- 2012	None
Thull, Gerald T	See, JT Roofing, Inc					
Ventura, Robert	See, Mid-W Enterprises, Inc					
Wagner, Cory L	See, Wagner Companies, Inc					
Wagner Companies, Inc, dba John's Concrete	2063 Georgia Ave Racine, WI 53404	8/1/15	7/31/18	1	2013	None
Yaresh, Kathleen R	See, Grade A Construction, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(b), 66.0904(7)(b) and 103.49(4r)(9b), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, Section 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____))SS County Of _____)	Project Name		
	DWD Determination Number	Project Number (if applicable)	
	Date Determination Issued	Date of Subcontract	
	Awarding Contractor		
	Date Work Completed		

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below. We have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor. We make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b), 66.0904(7)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- **I have** fully complied with the entire wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address or PO Box	City	State	Zip Code	Telephone Number ()
Print Name of Authorized Officer			Date Signed	
Authorized Officer Signature				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
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Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.			
c.			
3. Employer Name (Print)			
Address		City	State
Telephone Number ()		Zip Code	
Requester Title		Requester Name (Print)	
Email address (if you prefer to receive your response via email)		Fax Number (if you prefer to receive your response via fax) ()	
Requester Signature		Date Signed	

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708

OR

FAX the completed request to: (608) 267-4592 / **DO NOT e-mail your request.**
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated July 2015)

NOTE: Recent prevailing wage law changes enacted by the 2015-17 Budget Bill (2015 Wisconsin Act 55) do not go into effect until calendar year 2017.

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

SECTION 01 00 00
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. Change Procedures
 6. Alternates
 7. Coordination
 8. Conferences
 9. Progress Meetings
 10. Submittal Procedures
 11. Proposed Products List
 12. Shop Drawings
 13. Product Data
 14. Samples
 15. Manufacturers' Instructions
 16. Manufacturers' Certificates
 17. Quality Assurance / Quality Control of Installation
 18. References
 19. Prairie Restoration & NVM Maintenance
 20. Protection of Installed Work
 21. Parking
 22. Staging Areas
 23. Occupancy During Construction and Conduct of Work
 24. Protection
 25. Progress Cleaning
 26. Products
 27. Transportation, Handling, Storage and Protection
 28. Product Options
 29. Substitutions
 30. Demonstration and Instructions
 31. Contract Closeout Procedures
 32. Maintenance Information

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in Construction Documents package. The project work includes grading services and prairie restoration.
- B. Work by Owner:

1. Owner will coordinate purchase and installation of informational and interpretive signage that is provided by Allowance included in the Base Bid.

- C. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work outlined in the Construction Documents. .
Exception: County will provide all Erosion Control and Stormwater Permits necessary for the project.

- D. Diggers Hotline:
 1. It is General Contractor's responsibility to contact Diggers Hotline to have all utility locations marked prior to excavation and planning an excavation in a timely manner so as not to delay the Work.
 2. Diggers Hotline shall also be used to obtain information on safe working clearances from overhead lines.
 3. Completely comply with all requirements of each affected utility company.
 4. It is General Contractor's responsibility to contact & hire private utility locating services if necessary.

1.3 CONTRACTOR USE OF PREMISES

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

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) original copies with "wet" signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Submit Applications for Payment to Public Works Project Manager for approval & processing for payment.

1.5 CHANGE PROCEDURES

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

1.6 ALTERNATES

- A. Alternates quoted on Bid Form shall be reviewed and accepted or rejected at Owner's option.
- B. Schedule of Alternates: there are no Alternates proposed for this project unless Alternates are added by Addendum.

1.7 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.
- D. Public Works Project Engineer may choose to videotape site or workers as the Work progresses.

1.8 CONFERENCES

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

1.9 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work (minimum of one bi-weekly) with Public Works Project Engineer.
- B. Contractor shall preside at meetings, record minutes, and distribute copies within two (2) business days to those affected by decisions made.

1.10 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 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.

1.11 PROPOSED PRODUCTS LIST

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

1.12 SHOP DRAWINGS

- A. Submit number of copies that Contractor requires, plus three (3) copies that shall be retained by Public Works Project Manager.

1.13 PRODUCT DATA

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

1.14 SAMPLES

- A. Submit samples to illustrate functional characteristics of Product.

1.15 MANUFACTURERS' INSTRUCTIONS

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

1.16 MANUFACTURERS' CERTIFICATES

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

1.17 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.

1.18 REFERENCES

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

1.19 PRAIRIE RESTORATION & NVM MAINTENANCE

- A. The Prairie Restoration and Native Vegetated Mat (NVM) shall be maintained by the Contractor for a one-year period following completion of installation (determined from acceptance in writing by the County). Following the initial year of maintenance the County will meet with the Contractor to solicit a mutually-agreed upon proposal to provide maintenance for a second year and following the completion of the second year meet again to solicit a proposal for a third year of maintenance.

1.20 PROTECTION OF INSTALLED WORK

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

1.21 PARKING

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

1.22 STAGING AREAS

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

1.23 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Work may be done during normal business hours (8:00 am to 7:00 pm), but confer with Owner, schedule work and store materials so as to interfere as little as possible with

normal use of premises. Notify Owner when coring or similar noise making work is to be done and obtain Owner's written approval of schedule. If schedule is not convenient for Owner, reschedule and resubmit new times for Owner approval.

- B. Work shall be done and temporary facilities furnished so as not to interfere with access to any occupied area of the site and so as to cause least possible interference with normal operation or any essential service thereof.
- C. Contractor shall, at all times, provide approved, safe walkways and facility entrances for use by Owner, employees and public.
- D. Contractor shall provide adequate protection for all parts of adjacent facilities, contents and occupants wherever the Work under this Contract is to be performed.
- E. Contractor is responsible for providing & maintaining temporary toilet facilities.
- F. Each Contractor shall arrange with Owner to make necessary alterations, do new work, make connections to all utilities, etc., at such times as will not cause interruption of utility services to facility.
- G. New work in extension of existing work shall correspond in all respects with that to which it connects or similar existing work unless otherwise indicated or specified.
 - 1. Existing work shall be cut, altered, removed or replaced as necessary for performance of Contract obligations.
 - 2. Work remaining in place, damaged or defaced by reason of work done under this Contract shall be restored equal to its condition at time of Award of Contract.

1.24 PROTECTION

- A. Contractor shall protect from injury all trees, shrubs, hedges, walks and driveways and pay for any damage to same resulting from insufficient or improper protection.
- B. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.
- C. Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in streets, roads or sidewalks and at all trenches adjacent to public walks or roads.

1.25 PROGRESS CLEANING

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

1.26 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, plantings, and systems forming the Work.

- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by Construction Documents.

1.27 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

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

1.28 PRODUCT OPTIONS

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

1.29 SUBSTITUTIONS

- A. Document each request with complete data substantiating compliance of proposed Substitution with Construction Documents.
- B. Submit three (3) copies of requests for Substitution for consideration. Limit each request to one (1) proposed Substitution.
- C. Substitutions shall not change contract price established at Bid Due Date.

1.30 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate establishment and maintenance of native vegetation to County personnel prior to date of final inspection.
- B. Demonstrate Owner may choose to videotape demonstration session; demonstration and demonstrator shall be to level of satisfaction of Owner.

1.31 CONTRACT CLOSEOUT PROCEDURES

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

1.32 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

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

1.33 ADJUSTING

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

1.34 MAINTENANCE MANUAL

- A. Provide written maintenance material sfor maintenance of all plantings.

1.35 AS-BUILT AND RECORD DRAWINGS AND SPECIFICATIONS

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

PART 2 PRODUCTS: Not Used

PART 3 EXECUTION: Not Used

END OF SECTION

SECTION 31 05 13

EARTHWORK

PART 1 GENERAL

1.1 DESCRIPTION

- A. Providing, moving, placing, and compacting fill materials in accordance with the lines, grades, thicknesses, and typical sections shown on the Drawings.
- B. Trenching, backfilling, compaction and grading for utility installation.
- C. Excavating, moving, loading, hauling, regrading, stockpiling, and/or disposal of excavation waste materials, including finish grading to the extent and elevations shown on the Drawings.

1.2 REFERENCES

- A. State of Wisconsin Department of Transportation (WI DOT):
 1. Standard Specifications for Highway and Structure Construction, latest edition.
- B. Erosion Control Permit Application, Badger Prairie Health Care Center

1.3 SUBMITTALS

- A. Submit engineered soil mix composition data 2 weeks prior to placement.

PART 2 PRODUCTS

2.1 FILL MATERIAL

- A. USDA Sand:
 1. Meet one of the following gradations:
 - USDA Coarse Sand (0.02-0.04 inches)
 - ASTM C33 (Fine aggregate concrete sand)
 - Wisconsin Standard Specifications for Highway Construction, Section 501.2.5.3.4 (Fine Aggregate Sand) 2005 edition, or an equivalent as approved by Engineer
- B. Engineered Soil:
 1. As specified on Drawings.
 2. WDNR Technical Standard 1004
- C. General Fill:
 1. Soil that is free of vegetation, ash, wood, non-decomposed organics, debris, refuse, masonry, metal, sharp objects, boulders, snow, and ice.
 2. No solid material larger than 4 inches in its largest dimension.

PART 3 EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions where Work will be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.2 EXCAVATION

- A. General:
 - 1. Excavate to the limits and depths shown on the Drawings.
 - 2. Segregate and stockpile excavated materials.
 - 3. Removal of materials beyond the limits and depths shown on the Drawings without authorization of Engineer shall be at the Contractor's expense, including backfill and compaction.
- B. Trenching:
 - 1. Unauthorized trenching: Removal of materials beyond the elevations or dimensions indicated on the Drawings without authorization of Engineer shall be at the Contractor's expense, including backfill and compaction.
 - 2. Excavate to the dimensions and elevations shown on the Drawings to permit proper installation of utility piping.
 - 3. Grade bottom of trench so that pipes can be laid without sags or humps.
 - 4. Unsuitable soil: Remove unsuitable soils as required by pipe manufacturer's specifications. Replace the excavated material in accordance with manufacturer's recommendations.
- C. Do not backfill trenches until an inspection has been made and backfilling authorized by the Engineer.
- D. Proofrolling:
 - 1. Proofroll subgrade with a loaded triaxle dump truck or loaded scraper as directed by Engineer.
 - 2. Excavate or stabilize soft or loose soils, if any, as directed by Engineer.
 - 3. Stabilize a soft subgrade as provided in Geotechnical Exploration Report (GCG, Inc., September 2013).
- E. Re-establish subgrade elevation with backfill materials as recommended in Geotechnical Exploration Report (GCG, Inc., September 2013).
- F. Perform all Work in accordance with OSHA requirements.

3.3 PREPARATION AND RESTORATION

- A. Remove ice and snow before placing fill. Do not place fill on frozen subgrade.
- B. Cut out soft areas of unsuitable subgrade.
- C. Contractor is responsible for preparing, maintaining, and documenting proper sub-base.

3.4 FILLING

- A. General:
 - 1. Clear trenches of trash and debris before backfilling.
 - 2. Carefully place fill material to protect underground structures and utilities.
 - 3. Do not fill with frozen material.
 - 4. Inspect excavation prior to backfilling to ensure suitable for backfilling.
 - 5. If fill settles below the adjacent ground surface, prior to one year following completion of Work, Contractor shall refill settled area and mechanically compact the surface. If backfill settlement damages structures, pavement, landscaping or buried utilities, Contractor shall repair damaged facilities to the satisfaction of the Owner.
- B. Fill in Non-Paved Area:
 - 1. Fill shall consist of non-organic general fill. Place in 10 inch lifts, mechanically compact to at least 85%, based on modified Proctor maximum dry density as defined by ASTM D 1557.
- C. Testing:
 - 1. Test backfill for compaction twice per every other lift in non-paved areas.
 - 2. Field density testing shall be in accordance with ASTM D 2922.
 - 3. Retest any failed tests after re-compaction.
- D. Infiltration Zones
 - 1. Compaction of infiltration zones will be minimal see section 32-90-10 NVM
 - 2. Designed infiltration rates must be maintained and confirmed prior to acceptance

3.5 GRADING

- A. Grade and finish to within 0.10 foot of grades provided.
- B. Uniformly grade areas within limits of backfilled trenches, including adjacent transition areas.
- C. Blend slopes with existing landscape features at the intersection of cuts and fills; provide gradual slope between new and existing construction.
- D. Rip subsoil to a depth of 6" prior to installing topsoil.

3.6 EXCESS SOIL

- A. Load, haul, and properly dispose off-site any excess fill material not usable or used during construction.

END OF SECTION

SECTION 31 25 13

EROSION CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

- A. Section includes silt fence, riprap, geotextile, erosion control mat, stabilized construction entrance, inlet protection, and mulch for site work erosion control.

1.2 REFERENCES

- A. State of Wisconsin Department of Transportation (WI DOT):
 - 1. Standard Specifications for Road and Bridge Construction, latest edition.
 - 2. Erosion Control Product Acceptability List, latest edition.
- B. State of Wisconsin Department of Natural Resources (WDNR)
 - 1. Stormwater Management Technical Standards, latest edition.
- C. Erosion Control Permit Application and WDNR Notice of Intent renewal, Badger Prairie Health Care Center.

1.3 QUALITY ASSURANCE

- A. Geotextile:
 - 1. Geotextile shall be free of defects, rips, holes or flaws.
 - 2. It shall be manufactured in widths and lengths that will permit installation of geotextile with as few laps as possible.
 - 3. During shipment and storage, geotextile shall be wrapped in relatively impermeable and opaque protective covers.
 - 4. Geotextile shall be marked with Manufacturer's name, product identification, lot number, roll number and roll dimensions.
 - 5. Storage area shall be such that geotextile is protected from mud, dirt, dust, debris, moisture, and exposure to ultraviolet light and heat.
- B. General:
 - 1. Contractor shall repair any areas damaged by erosion for a period of one year following completion of construction.

1.4 SUBMITTALS

- A. Submit silt fence and geotextile product identification and material specifications 2 weeks prior to installation.
- B. Submit erosion control mat product identification and Manufacturer's installation recommendations 2 weeks prior to installation.

PART 2 PRODUCTS

2.1 GEOTEXTILE

- A. Conform to WI DOT Type HR geotextile.

2.2 RIPRAP

- A. Salvage and reuse existing riprap.
- B. New riprap shall conform to WI DOT Medium Riprap for culvert outlet protection.

2.3 EROSION CONTROL MAT

- A. Class I, Type B erosion mat included on WI DOT Product Acceptability List (PAL). Utilized in all stabilization areas except for bioretention practices.
- B. Class II, Type B erosion mat (Premier Coconut or C125 BN) included on WDOT Product Acceptability List (PAL). Utilized in bioretention practices.
- C. Class I, Urban Type A (Straw Coconut with Bio-Net, or C125 BN) included on WDOT Product Acceptability List (PAL). Utilized in bioretention practices.
- D. Class I, Urban Type B (Curlex Net Free) included on WISDOT PAL

2.4 STABILIZED CONSTRUCTION ENTRANCE

- A. Stone shall consist of 3- to 6-inch clear or washed stone. All material shall be retained on a 3-inch sieve.

2.5 SILT FENCE

- A. Comply with the requirements of WDNR Stormwater Management Technical Standard 1056 (Silt Fence).

2.6 INLET PROTECTION

- A. Comply with the requirements of WDNR Stormwater Management Technical Standard 1060 (Storm Drain Inlet Protection for Construction Sites).

2.7 SEDIMENT LOG TEMPORARY DITCH CHECKS

- A. Temporary 12" ditch check included on WI DOT Product Acceptability List (PAL).
- B. Designed for channel applications.

2.8 TEMPORARY USE OF PERMANENT FEATURES

- A. When the contract contains items of work, which are of an erosion control or storm water nature, and are intended to be a permanent installation, the Contractor may employ these items in his control of erosion and storm water during his 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.

PART 3 EXECUTION

3.1 GENERAL

- A. Examine the areas and conditions where Work will be performed and notify Engineer in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected.
- B. Minimize the amount of disturbed area open at a given time. Restoration activities will closely follow grading operations to reduce the amount of open soil present at any given time.
- C. Execute construction to minimize surface water runoff from or to disturbed areas.
- D. Avoid runoff or deposition of site materials into drainage features or off the property.
- E. Do not track or spill site materials off the property. Off-property tracking or spills must be cleaned up immediately by the Contractor.
- F. Contractor shall periodically inspect, throughout the day, site work and erosion controls for erosion, sedimentation, or defects. Contractor is to correct deficiencies identified in a timely manner.
- G. Contractor is to replace or repair erosion controls affected by construction. Erosion controls are to be returned to installed conditions or reinstalled to accommodate erosion control requirements prior to the end of each day or prior to rain events .
- H. Install erosion controls for soil stockpiled for seven or more days during the Work and/or when rain is expected.
- I. Alterations or additions to the existing erosion controls shall not affect the performance of the erosion control plan and must conform to WDNR best management practices.
- J. Remove temporary erosion control features once site is stabilized and with approval of Engineer.

3.2 GEOTEXTILE PLACEMENT AND HANDLING

- A. Installer shall handle all geotextiles in such a manner as to ensure they are not damaged in any way.
- B. Provide a minimum geotextile overlap width of 2 ft.
- C. Any holes or tears in geotextile shall be repaired using a patch made from same geotextile that is spot-seamed in place with a minimum of 24 in. overlap in all directions.
- D. Installer shall place all materials located on top of geotextile in such a manner as to ensure no damage of geotextile.

3.3 RIPRAP PLACEMENT

- A. Place riprap by hand using larger stones for lower courses. Lay stones perpendicular to slope with ends in contact. Chink spaces between stones with spalls firmly rammed into place.
- B. Compact riprap in place.
- C. Provide an even, tight finished riprap surface.
- D. Inspect weekly and within 24 hours after each rainfall.

3.4 EROSION CONTROL MAT PLACEMENT

- A. Install in accordance with Manufacturer's recommendations.
- B. Inspect weekly and within 24 hours after each rainfall.

3.5 STABILIZED CONSTRUCTION ENTRANCE

- A. Install in accordance with WDNR Technical Standard 1057 (Stone Tracking Pad and Tire Washing).
- B. Inspect weekly and within 24 hours after each rainfall until site is stabilized and accepted.
- C. Remove sediment tracked onto public or private roads by street cleaning (not flushing) at the end of each working day.

3.6 SILT FENCE INSTALLATION AND MAINTENANCE

- A. Overlap ends of silt fence at joints for a length equal to distance between two stakes.
- B. Inspect weekly and within 24 hours after each rainfall until site is stabilized and accepted.
- C. Repair or replace if silt fence is torn, sagging, overtopped, blown over (lying down), or in any way is not functioning for sediment containment.
- D. Remove sediment when sediment deposits reach no more than one half of silt fence height.
- E. Remove silt fence once contributing drainage area is stabilized with vegetation or impervious surface. Repair and seed all areas of disturbance created by silt fence removal with appropriate seed mixes and erosion control requirements for specified work zone.

3.7 INLET PROTECTION PLACEMENT AND MAINTENANCE

- A. Install inlet protection as shown on Drawings prior to site disturbance.
- B. Maintain inlet protection throughout site construction duration.

- C. Inspect weekly and within 24 hours after each rainfall until site is stabilized and accepted.
- D. Remove inlet protection once the contributing drainage area is stabilized with vegetation or impervious surface. Confirm removal with engineer or consultant

3.8 SEDIMENT LOG TEMPORARY DITCH CHECK PLACEMENT AND MAINTENANCE

- A. Install sediment logs as shown on Drawings
- B. Install in accordance with manufacturer's specifications.
- C. Inspect weekly and within 24 hours after each rainfall until site is stabilized and accepted.
- D. Repair or replace if sediment log is damaged, washed away.
- E. Remove sediment when sediment deposits reach no more than one third of the sediment log height.

END OF SECTION

SECTION 32 90 10

RESTORATION

PART 1 - GENERAL

1.1 INTRODUCTION

- A. The work under this section shall consist of providing all work, materials, labor, equipment and supervision necessary to complete seeding, plug plant installation, native vegetated mat (NVM) installation, erosion control blanket installation, and maintenance as indicated on the drawings and described in included, subsequent sections.

1.2 DEFINITIONS

- A. Long Term Restoration Contractor – Contractor who will complete restoration work in a forthcoming contract after Final Acceptance of work included in the contract to which this specification applies.
- B. Weeds - Species defined as weeds include, but are not limited to, common buckthorn (*Rhamnus cathartica*), bush honeysuckle (*Lonicera x bella*), reed canary grass (*Phalaris arundinacea*), Canada thistle (*Cirsium arvense*), common reed (*Phragmites australis*), purple loosestrife (*Lythrum salicaria*), dame's rocket (*Hesperis matronalis*), garlic mustard (*Alliaria petiolata*), hybrid cattail (*Typha x glauca*), narrow leaf cattail (*Typha angustifolia*), Sweet Clover Species (*Melilotus spp.*) and Annual / Biennial species such as Lambsquarter and Burdock . Native species that appear in the planting zones but were not planted, will be protected and maintained unless deemed not appropriate by the Engineer/Consultant.
- C. Coverage – The degree to which bare ground or bare soil is covered by vegetation.
- D. PLS – Pure Live Seed
- E. Native Species – Species of plants that were present prior to soil manipulation by man. Native Species for this project will have origins from within a 200 mile radius of the project location and produced by an accredited native seed, plant, or native vegetated mat nursery. If species are not available, present options for substitution to Engineer/Consultant.

1.3 QUALITY ASSURANCE

- A. Contractor's field supervision: Contractor shall maintain an experienced full-time supervisor on project site when plug planting, seeding and related operations are in progress.
- B. Contractor's meeting attendance: Contractor shall attend scheduled construction meetings at the request of Engineer/Consultant. Contractor shall attend a pre-construction meeting.
- C. Contractor's Coordination: Contractor shall notify the Engineer at least two business days prior to the anticipated commencement of plug planting, NVM installation, and seeding work so the Engineer can inspect for adequate preparation per Section 3.4. Contractor shall coordinate with the Engineer on changes to the schedule due to weather

and other conditions. If Engineer determines that preparation is inadequate, Contractor must make required corrections in a timely manner.

- D. Failure to complete these quality assurance efforts may result in the Contractor partially or fully re-seeding and re-planting, at the Engineer's/Consultant's discretion and at the Contractor's expense. Cost for Engineer/Consultant oversight related to this re-work shall also be at Contractor's expense.

1.4 SUBMITTALS

- A. Contractor shall provide seed weight calculations for each seed species based on the seed mixes and seeding zones shown on the Drawings and based on the seeding rates in Section 3.
- B. Contractor shall provide seed samples and data showing seed mix species composition by weight and PLS percentage, seed source, seed origin, and germination rate.
- C. Contractor shall provide origin of seed source used to produce plant plugs and Native Vegetated Mat (NVM).
- D. Contractor shall provide information on method of sowing seed.
- E. All submittals require written approval by the Engineer/Consultant.
- F. If Engineer/Consultant determines that submitted information is inadequate, re-submittals shall be made in a timely manner.
- G. Failure to complete these submittals may result in the Contractor partially or fully re-seeding and re-planting, at the Engineer's/Consultant's discretion and at the Contractor's expense. Cost for Engineer/Consultant oversight related to this re-work shall also be at Contractor's expense.

1.5 INSPECTIONS

- A. Contractor shall make available plug plants, NVM documentation, and seed and/or seed packages for inspection by the Engineer/Consultant prior to or during plug planting, NVM installation, or seeding operations.
- B. Engineer/Consultant may require Contractor to replace plug plants, NVM rolls, and/or seed that is not per specification, at Contractor's expense.

1.6 SUBSTITUTIONS

- A. If certain native plant plug and seed species are unavailable (or for a reason acceptable to the Engineer/Consultant), Contractor may submit suggested substitutions to the Engineer/Consultant for approval; submittals should generally follow Section 1.4. If substitutions are accepted, the Contract price may need to be adjusted accordingly.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Seed shall be delivered to the site in its original, unopened container, labeled as to weight, analysis, and producer. Any seed delivered prior to use must be stored in a manner safe from damage from heat, moisture, rodents, or other causes. Storage of seed in full sun shall be avoided. Seed and plants shall always be stored in cool areas away from direct sunlight.

- B. Plant plugs and NVM shall be kept hydrated and in good health prior to planting. Any seed or plant damaged after inspection shall be replaced by the Contractor at Contractor's expense.

1.8 JOB CONDITIONS

- A. Work areas shall be kept clean and orderly during the installation period. Under no condition shall debris from seeding or planting activities result in a safety hazard on-site or to adjacent off-site property.
- B. During any operation, contractor is responsible for picking up and the proper disposal of any and all trash found on site.

1.9 VHS and INVASIVE SPECIES

- A. To the extent practicable, equipment and gear used on infested waters and lands should not be used on other non-infested waters and lands without appropriate cleansing and decontamination.
- B. All equipment used for the project including but not limited to tracked vehicles, barges, boats, silt/turbidity curtains, sheet piles, hoses and pumps shall be decontaminated for invasive and exotic viruses and species prior to use and after use. The following steps should be taken every time equipment is moved to avoid transporting invasive and exotic viruses and species:
 - 1. Inspect and remove aquatic plants, animals and mud from equipment
 - 2. Drain all water from equipment that comes in contact with infested waters,
 - 3. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one water body to another.
 - 4. Wash equipment with hot (> 104 F) and / or high pressure water OR allow your equipment to dry thoroughly for 5 days.

PART 2 – PRODUCTS

2.1 COOL SEASON SEED

- A. Cool Season Grass Mix – Badger Prairie (Appendix A) shall be hardy to the area and perennial.
- B. Madison Parks Mix shall be hardy to the area and perennial.

2.2 NATIVE SEED

- A. Seed must be provided as Pure Live Seed (PLS) equivalents.
- B. Seed shall contain a nurse crop of annual oats if seeding occurs before September 15 or after November 20. Seed shall contain a nurse crop of annual oats and winter wheat if seeding occurs after September 15 and before November 20.

- C. Seed products shall conform to the Wisconsin Statutes and Wisconsin Administrative Code Chapter ATCP 20 regarding noxious weed seed content, labeling, and current laws and rules for sale of seed in Wisconsin.
- D. Seed used shall be tested according to the methods and procedures used for sampling and analyzing seed for purity, germination, and noxious weed seed content specified in the current edition of Rules for Testing Seed, published by the Association of Official Seed Analysts. This information is found on appropriate seed labels.
- E. “Native Seed” must be native to Wisconsin or be a genotype from within 200 miles from the planting site. Seed shall be from Wisconsin or Minnesota nurseries specializing in growing native species from Wisconsin genotypes or similar nurseries in Iowa or parts of Illinois, Zones 4 or 5a of the USDA Plant Hardiness Zone Map, miscellaneous publication 1475, revised 1990. Some potential sources include but are not limited to:

Agrecol
2918 Agriculture Drive
Madison, Wisconsin 53718
(608) 223-3571

Prairie Nursery
Post Office Box 306
Westfield, Wisconsin 53964
1-800-476-9453

Prairie Moon Nursery
31837 Bur Oak Lane
Winona, MN 55987-4219
(507) 452-1362

Minnesota Native Landscapes
14088 Hwy 95 N.E.
Foley, MN 56329
(320) 980-2822

2.3 TEMPORARY SEED

- A. If seeding occurs before September 15 or after November 20 the crop shall be annual oats
- B. If seeding occurs after October 15 and before November 20 the crop shall be a combination of annual oats and winter wheat.

2.4 NATIVE PLANT PLUGS

- A. Native plant plugs must be grown from a seed source that is native to Wisconsin or be a genotype from within 200 miles from the planting site. Some potential sources include but are not limited to:

Agrecol
2918 Agriculture Drive
Madison, Wisconsin 53718
(608) 223-3571

Prairie Nursery
Post Office Box 306
Westfield, Wisconsin 53964
1-800-476-9453

Prairie Moon Nursery
31837 Bur Oak Lane
Winona, MN 55987-4219
(507) 452-1362

Minnesota Native Landscapes
14088 Hwy 95 N.E.
Foley, MN 56329
(320) 980-2822

- B. Plant sizes should be 2.5" * 2.5" square with a depth of 3.5" supplied in flats of 32 plants per flat, or approved equal. Plugs shall have well developed root systems inside the pots. The top growth of the plants shall be well developed and adequately prepared for outdoor planting. Plugs must be delivered to the project site adequately hydrated, must be disease free, mold and pest free, and lacking any other defects or signs of stress.

2.5 NATIVE VEGETATED MAT (NVM)

- A. NVM is a pre-grown mat of native prairie species, grown on an erosion control blanket, a native vegetated mat which has a similar appearance to traditional sod.
- B. NVM producer: Company specializing in growing NVM specified in this section shall have a minimum of three (3) years documented experience growing the product.
- C. Delivery of product will conform with manufactures recommended delivery methods and be approved by Engineer/Consultant.
- D. NVM will be kept in a cool and moist environment during transportation and storage.
- E. NVM will be grown on a type B mat, with the vegetation mix being the Rainwater Renewal Seed Mix.
- F. .35 acres of NVM will be required for this project.

2.6 WATER

- A. Water shall be fresh water that is free from toxic substances and chemicals that may be injurious to plant growth. Pumping of water from the lake or river is allowed for the purpose of watering vegetation associated with restoration goals. Trucks, hoses, and other watering equipment required to transport water from a source to the planting area shall be included as part of the work.

2.7 HERBICIDES / PESTICIDES

- A. Nonselective herbicides: EPA registered and approved, glyphosate herbicide intended for vegetation removal should invasive species become problematic (Round-up, Rodeo, Ranger, or Kleen-up) and recommended surfactants and adjutants.
- B. Selective herbicides: EPA registered and approved specific herbicide such as sethoxydim intended for grass removal, and clopyralid (“Stinger”) intended for robust broadleaf plants like Canada thistle, Habitat intended for common reed (*Phragmites australis*) and recommended surfactants and adjutants.
- C. All herbicides must be approved by WDNR for use in specific work zones.
- D. All herbicides will be applied by WDATCP licensed, certified professional applicators.

2.8 MULCH AND MULCHING MATERIALS

- A. Mulch shall meet the requirements of DOT Section 627 standard specifications, applicable WDNR Technical Standards, the WISDOT Product Acceptability List (PAL), latest edition, and shall in no case originate from a source containing reed canary grass.

2.9 EROSION CONTROL PRODUCTS

- A. Erosion control products shall be as specified on the Drawings.
- B. Erosion control products shall meet the requirements of applicable sections in the SSHSC, applicable WDNR Technical Standards, and the WISDOT Product Acceptability List (PAL), latest edition.
- C. All erosion control products will be installed according to manufacturer’s specifications. To include appropriate Anchoring and Trenching requirements. Minimum staple length of 6” is required.

2.10 POLYMER

- A. Polymer shall meet the requirements of Section 628 in the SSHSC, applicable WDNR Technical Standards, and the WISDOT Product Acceptability List (PAL), latest edition.

2.11 FERTILIZER

- A. Fertilizer will be applied by contractor as needed based upon soil test results.
- B. Fertilizer will be in compliance with local ordinance.
- C. Fertilizer will be applied per manufactures specifications.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that your work area is ready for work to be performed.
- B. In dry detention basins it is the contractor’s responsibility to confirm that infiltration rates are adequate to support specified vegetation. Recommended method of determining infiltration rates is the utilization of a double ring infiltrometer ASTM D3385.
- C. Confirm that grading operations are satisfactory before commencing planting operations. Including soil compaction as described in 3.4

- D. In areas where new topsoil or recently manipulated soil is present soil testing for nutrient load, pH levels and percent organic matter is recommended at a rate of no less than one test per 10,000 square feet of disturbed soil area.

3.1 WEED CONTROL UPON ENTRANCE TO SITE

- A. Prior to entering the project site, all equipment to be used at the project shall be sprayed clean of all dirt, sod, or foreign matter with high-pressure water in an upland location outside of the project site that does not drain to the site or in Contractor's shop. Equipment cleaned shall include, but is not limited to, all dozers, scrapers, backhoes, trucks, seed drills, shovels, picks, and hand tools that enter the project site. Special care shall be taken to cleanse the underbody, suspension, tracks, wheels, tires, and wheel wells of all motorized equipment. If necessary, hand tools, brushes, or scrapers may be required to remove heavy accumulations of debris from any item.
- B. After a thorough cleaning and inspection, each item of equipment shall be allowed to enter and be used on the project site. If it is necessary for the equipment to leave and reenter the project site, each item shall be cleaned and inspected.

3.2 PRE-SEEDING WEED CONTROL

- A. If vegetative cover consists of more than 25 percent weeds or contains species that are not compliant with expected requirements associated with final acceptance at any point prior to seeding in the specified areas, Contractor shall treat the vegetation with a glyphosate-based, or species specific herbicide at the rate recommended on the label at two-week intervals until the weed cover, including weed seed sprouts, is reduced to less than 5 percent of the total vegetative cover, dead or alive. This does not include temporary cover species. As this site will be top dressed with soils brought in from outside sources, it is imperative that weed seed banks carried in with the soil are adequately controlled.

3.3 HERBICIDE

- A. Herbicides shall be applied per the product manufacturer's label. Seeding or planting following herbicide application shall occur after the time period specified by the product manufacturer. All herbicides used must be DNR approved for use in specific work zones.
- B. All herbicides will be applied by licensed, certified applicators.

3.4 PREPARATION OF SEEDING, PLANTING, AND NVM AREAS

- A. Upon completion of excavating & grading operations, a loose, friable ground surface shall be prepared for installation of seed.
- B. Care shall be taken to minimize soil compaction during construction activity. By example of a standard soil penetrometer (compaction tester), the topsoil compaction readings shall be less than 200 psi at the 0-6 inch depth and less than 250 psi at the 6-18 inch depths in all areas to be seeded.

- C. Having topsoil present on site is not a prerequisite and where possible, placing granular material at the surface is desirable for the purpose of developing an adequate seed bed
Areas to be seeded shall not contain any undulations or irregularities which would interfere with a consistent seeding operation.
- E. Final surface to be seeded shall consist of a smooth, free draining, even surface with a loose porous texture, free of clods and debris which could pass a 2-inch sieve or larger.
- F. All areas to be plug planted will be prepared to a standard that is adequate for seeding, so this section applies to preparation of all areas to be seeded, plug planted, and NVM installation.

3.5 COOL SEASON SEED INSTALLATION

- A. Cool Season Grasses shall be planted per manufacturer's specifications. Planting season is from April 1 to June 15 and from August 15 to October 15.
- B. Turf Grass Mix shall be planted per manufacturer's specifications. Planting season is from April 1 to June 15 and from August 15 to October 15.

3.6 NATIVE SEED INSTALLATION

- A. Seed shall be installed as soon as sensible upon final grading and seedbed preparation.
- B. Seed must be planted at a depth of ¼" or less.
- C. Any seed of legumes used in seed mix shall be inoculated prior to seeding unless previously inoculated by the vendor. Follow inoculation recommendations provided by vendor or consultant.
- D. Any seed species of legumes used in seed mix shall be scarified prior to seeding unless previously scarified by the vendor. Follow scarification recommendations provided by vendor or consultant.
- E. Install Native Seed Mix (as shown on Drawings) at a seeding rate of 120 PLS seeds per square foot.
- F. For seeding operations that occur before September 15 or after November 20 install a nurse crop of annual oats at a rate of 75 pounds per acre. For seeding operations that occur after September 15 and before November 20 install a nurse crop of annual oats at a rate of 40 pounds per acre plus winter wheat at a rate of 50 pounds per acre.
- G. Seed installed shall be free from mold, excessive moisture, or any other deficit occurring from transport or poor storage conditions.
- H. The seed shall be installed using a no-till, broadcast, conventional, or similar type seed planter adapted for planting of native seeds. Hand broadcast methods may also be used in certain situations. Seed shall be distributed evenly over entire area to be seeded as indicated on the plans. The contractor is to ensure that good seed to soil contact occurs as a result of the seeding operation. Any dispersal agents used to plant the seed shall be free from noxious weed seed as defined by local seed laws and local environmental agencies. Seed shall be installed in or on the surface, with no seed being planted greater than 1/4 inch deep. Following seeding, the seeded areas shall not be disturbed in any way that could cause erosion of any kind, soil compaction, or other that may hinder the seeds'

ability to germinate and establish. Any areas with inadequate coverage may require re-seeding upon review by the Engineer.

3.7 TEMPORARY SEED INSTALLATION

- A. Seeding that occurs before October 15 or after November 20 install annual oats at a rate of 75 pounds per acre. Seeding that occurs after October 15 and before November 20 install annual oats at a rate of 75 pounds per acre plus winter wheat at a rate of 30 pounds per acre
- B. Should temporary soil stabilization be necessary when temperatures are not warm enough for seed germination, polymer applications, erosion control mat, or mulching will be considered temporary ground cover with Engineer/Consultant approval.

3.8 NATIVE PLANT PLUG INSTALLATION

- A. Plants shall be installed between May 1 and October 1.
- B. Plant plugs will be spaced 12 inches on center throughout all areas as indicated on the Drawings.
- C. During installation of root bound containerized plants, installation contractor shall ensure that the roots are ripped or pulled apart slightly to begin to train the roots to grow outward in their new environment.
- D. Plants should be watered after installation to the point of saturation but stopping short of soil displacement. Plants will be watered up to three times per week should natural rainfall amounts be less than 1” or three days lapse without adequate rainfall. Watering activity will continue as needed until the point of final acceptance. See Section 2.6 for additional watering provisions.

3.9 NATIVE VEGETATED MAT (NVM)

- A. Eliminate surface and subsurface compaction to allow rapid deep root development of native sod roots.
- B. Eliminate all unwanted vegetation. Use non-selective, non-persisting herbicide like glyphosate or repeated mechanical weed control cultivations or smothering techniques.
- C. Eliminate surface roughness (soil clods, root clumps, rocks) to prevent mat root pruning from air gaps.
- D. If soil conditions are poor amend soil with clean compost or other media and mix into surface to decrease transitional rooting time into existing soil.
- E. Insure that voids between seams and junctions with neighboring erosion control products are eliminated to prevent any points where soil erosion could potentially begin.
- F. Handle NVM with care to minimize root and vegetative damage. Keep mat moist and cool at all times while at the installation site. Install mat within 48 hours of being loaded on the truck at the nursery.
- G. Tuck the edges of mat into the ground by cutting a lip into the soil with a spade.
- H. Stagger seams and utilize shingle method of overlap of mat to prevent erosion.

- I. Anchor mat with wood stakes, landscape staples, J hooked rebar or earth anchors to prevent mat from moving, slipping or floating. Stake NVM at 6” intervals along all perimeter edges of the planting area, 12” intervals at seams between NVM pieces, and 18” intervals throughout the remainder of the planting.
- J. If soils are very dry and warm, pre-water the soil prior to installing NVM. Thoroughly water NVM immediately after installation. Water NVM thoroughly every day for the first 5-7 days. Plan to apply at least 1” + of water per week to the NVM for the next 2-6 weeks. When watering NVM it is very important to water with a fine spray/mist as heavy hard watering may dislodge seeds that have not yet germinated, causing a reduction in germination ability of the remaining desirable seed.
- K. High quality NVM will require less maintenance than normal native seed plantings. If soil is excessively dry watering may be required beyond the 6 week period, 3.9 (J). NVM does not require mowing operations. Should weed species occur in the planting area, simply hand remove or selectively apply a species specific herbicide to eradicate the targeted weed.

3.10 MULCHING

- A. Mulch shall be applied as noted on the Drawings.

3.11 POLYMER APPLICATION

- A. Polymer shall be applied per the requirements of WDNR Conservation Practice Standard 1051 and Section 628 of the SSHSC.

3.12 CLEANING AND REPAIR

- A. Waste and excess material from the seeding operations shall be promptly removed. Adjacent paved areas are to be cleaned, and any damage to existing adjacent turf areas shall be repaired.

3.13 INITIAL ACCEPTANCE

- A. All seeding and planting areas shall be evaluated for Initial Acceptance after the entire seeding area has been covered with the specified seed, the appropriate soil protection measure (such as mulch or erosion control blanket, etc. as shown on the Drawings), and plant plugs (if necessary). Initial Acceptance shall be based on the Contractor providing the Engineer/Consultant with the specified submittals and a visual inspection by the Contractor and the Engineer/Consultant of the seeding and planting area to evaluate that the appropriate seed and plants have been applied at the specified density.
- B. Submittals associated with all restoration components will be reviewed for completeness at the time of initial acceptance.

3.14 MAINTENANCE

- A. Following Initial Acceptance and prior to Final Acceptance, the Contractor shall:

1. Inspect restored areas at a sufficient frequency to ensure that weeds do not re-seed themselves, vegetation is adequately hydrated, specified species are thriving, and project goals are being met. Minimum inspection frequency shall include a spring, summer, and fall inspections. The Contractor shall notify the Engineer/Consultant of the inspection no less than two business days prior to an inspection.
2. Implement the appropriate maintenance tasks within 7 calendar days of the inspection, or as conditions and task requirements allow. If weather and/or site conditions are such that performing the maintenance within the 7 calendar days of inspection would cause unnecessary damage to the site, the Contractor shall notify the Engineer/Consultant and provide a schedule for implementing the maintenance protocols.
3. Maintain weed populations in seeded areas at less than the coverage outlined in the Final Acceptance section. Weed control methods shall be approved by the Engineer/Consultant should they differ from the Initial Growing Season Maintenance Guidelines listed below.

B. Initial Growing Season Maintenance Guidelines

1. Contractor is responsible for mowing native plantings at a frequency to prevent significant flowering and seed set of annual weed species and cover crops. Mowing should be timed to maximize the annual weeds and cover crop cut down in one mowing. Mowing should not be so frequent as to train non-native weeds or cover crops to spread laterally and become shading ground covers. Vegetation should be mowed at a height of approximately 6-12 inches allowing ample sunlight to still reach the ground after the mowing. Care should be taken during the mowing operation to prevent the creation of ruts, sources of erosion, or other damage to the restored landscape. Expect two to three mowing applications in the initial growing season after seeding.
2. Contractor is responsible for a spot selective invasive weed control treatment on the entire seeded area at least once in the initial growing season. This can include combinations of hand weed control and selective herbicide treatment. Herbicide treatment can be conducted with tools such as hand held or backpack sprayers. Applications to perennial weeds need to occur prior to seed formation of such species. If such species do go to seed, contractor is responsible for cutting the seed heads, bagging them, and removing them from the project site. Herbicide applications that are necessary must be performed by qualified personnel trained in the identification of native species and also licensed appropriately for herbicide applications in the state or region in which they are applying.
3. Contractor shall water plant plugs if more than three days elapse without a rain event significant enough to saturate the soil. This may constitute watering 2 to 3 times per week. A single watering event involves watering the soil in the planted areas to the point of saturation but stopping short of soil displacement

- C. Other maintenance activities may be completed at the Contractor's discretion to meet the Final Acceptance performance criteria. Contractor shall notify the Engineer/Consultant of planned additional maintenance activities prior to implementation.

3.15 FINAL ACCEPTANCE

- A. Engineer/Consultant shall determine if planted materials are in a healthy condition prior to Final Acceptance of project. More specifically, areas seeded with the native stabilization / nurse crop shall have 70% total native vegetative coverage with no bare soil areas larger than 2 square feet. The planting evaluation will involve trained professionals who will be conducting transects and meander surveys.
- B. If the Contractor fails to achieve Final Acceptance at either the end of the first , second or third growing seasons, the Engineer/Consultant and Contractor shall agree to an approach for increasing the density of the seeded species and/or decreasing the density of weeds, which may include but not be limited to (at the Engineer's/Consultant's discretion):
- Herbicide applications to portions of (selective) or the entire (non-selective) seeded area
 - Re-seeding portions of or the entire seeded area
 - Selective use of live plants
 - Installation of NVM.
- C. Unless weather conditions were either extremely dry or wet causing the seeding to not meet Final Acceptance criteria as determined by the Engineer/Consultant, remediation activities shall be at Contractor's expense. NOAA Weather Data will be utilized to determine extreme conditions (10 year period review for extreme events)

END OF SECTION

APPENDIX – A

Seed Mixes

Native Seed Mix for Mesic Conditions

- Short Grass Prairie for Mesic Soil
- Agrecol Corporation
- Adjusted to 120 Seeds per square foot 60/40 grass to forb ratio
- Add 0.5 PLS Pounds / Acre of Yellow Coneflower *Ratibida pinnata* and 0.5 PLS Pounds / Acre of Purple Coneflower *Echinacea purpureum* to enhance pollinator habitat to the area.
- Or Equal

Native Seed Mix for Upland Conditions

- Short Grass Prairie for Dry or Upland Soil
- Agrecol Corporation
- Adjusted to 120 Seeds per square foot 60/40 grass to forb ratio
- Add 0.5 PLS Pounds / Acre of Yellow Coneflower *Ratibida pinnata* and 0.5 PLS Pounds / Acre of Purple Coneflower *Echinacea purpureum* to enhance pollinator habitat to the area.
- Or Equal

Native Seed Mix for Infiltration / Basin Bottom Conditions

- Infiltration Swale (Basin) Seed Mix
- Agrecol Corporation
- Adjusted to 120 Seeds per square foot 60/40 grass to forb ratio
- Add 0.5 PLS Pounds / Acre of Yellow Coneflower *Ratibida pinnata* and 0.5 PLS Pounds / Acre of Purple Coneflower *Echinacea purpureum* to enhance pollinator habitat to the area.
- Or Equal

Native Seed Mix for Bioretention Conditions

- Rainwater Renewal
- Agrecol Corporation
- Adjusted to 120 Seeds per square foot 60/40 grass to forb ratio
- Or Equal

Turf Grass

- Madison Parks
- Various vendors
- Adjusted to 6# per 1000 sq. ft.
- Or Equal

Erosion Control Blankets

- Class 1 Type B – See WISDOT Product Acceptability List for options
- Class II Type B – Premier Coconut, or C125 BN
- Class I Urban Type A - Straw Coconut with Bio-Net or C125 BN
- Class I, Urban Type B – Curlex Net Free
- 6” wire staples

Polymer

- Natural Earth Poly Stable Plus – Earth and Road Corporation
- Or Equal
- Polymer shall meet the requirements of Section 628 in the SSHSC, applicable WDNR Technical Standards, and the WISDOT Product Acceptability List (PAL), latest edition.

Fertilizer / Soil Amendments

- Fertilizer will be compliant with local ordinance
- Fertilizer usage will be determined by soil test results
- Soil Amendments will be selected based upon soil test results and general soil conditions, soil amendments may include but are not limited to Certified Compost, pH correcting products such as lime.

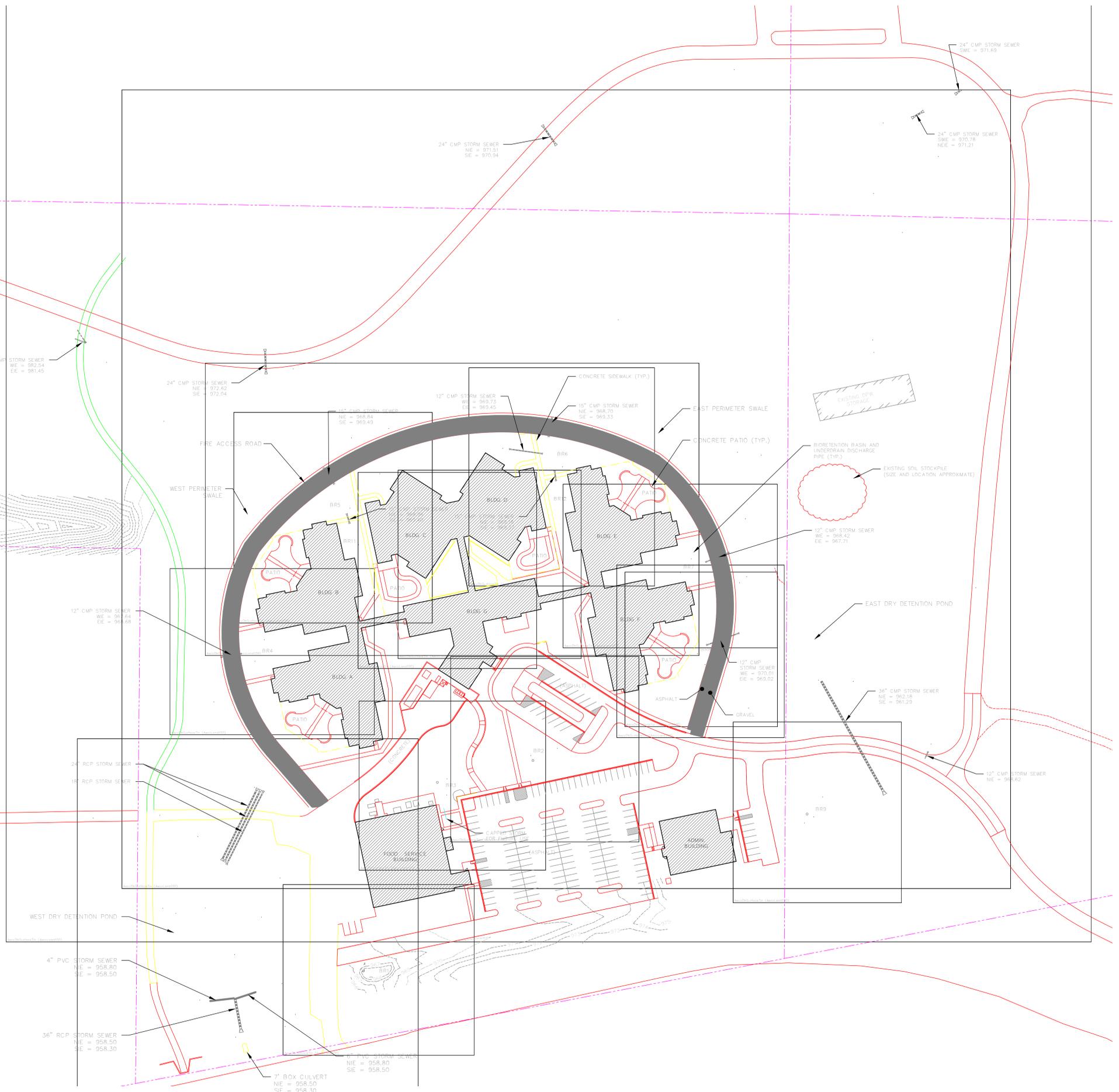
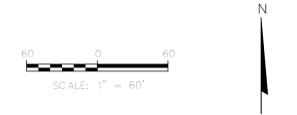
LEGEND

	EXISTING GRADE (5' CONTOUR)
	EXISTING GRADE (1" CONTOUR)
	PROPERTY LINE
	PAVED ROAD
	UNPAVED ROAD
	FIRE ACCESS ROAD
	CULVERT/STORM SEWER
	FIELD INLET
	PERFORATED BIORETENTION BASIN UNDERDRAIN PIPING
	NON-PERFORATED BIORETENTION BASIN UNDERDRAIN PIPING
	SANITARY SEWER
	GAS
	ELECTRIC
	TELEPHONE
	WATER
	MANHOLE
	WATER VALVE
	LIGHT POLE
	HYDRANT
	ELECTRICAL JUNCTION BOX (APPROXIMATE)
	LANDFILL TEST WELL (APPROXIMATE)
	TRANSFORMER (APPROXIMATE)
	FENCE

CONTROL POINT INFORMATION

CP. NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	38538.875	209877.944	984.874	SW CORNER OF SECTION 14 - ALUM. MON. SET NEAR THE SOUTH R.O.W. LINE OF CROSS COUNTRY ROAD WEST OF THE DRIVEWAY FOR RR#1 CROSS COUNTRY ROAD.
2	38531.821	209854.804	1006.992	SW CORNER OF 1/4 SECTION 14 - ALUM. MON. SET NEAR THE SOUTH R.O.W. LINE OF CROSS COUNTRY ROAD.
3	38548.281	209869.050	953.310	BRASS CAP SET IN CONCRETE MARKED WITH ORANGE FIBERGLASS POSTS LOCATED SOUTH OF CTR. MT. NEAR ENTRANCE TO MILITARY RIDGE PARKING LOT.
4	38519.557	210108.843	955.344	NE CORNER OF SECTION 14 - BRASS CAP SET NEAR TEN SOUTH R.O.W. LINE OF CROSS COUNTRY ROAD.

- NOTES
- EXISTING TOPOGRAPHY BASED ON SITE SURVEYS PERFORMED BY DANE COUNTY ON JUNE 12, 2013 (PERIMETER SWALE, GEOTHERMAL BEAM, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT), AND BY SC'S ENGINEERS ON OCTOBER 25, 2011 (RR4, RR7, AND WEST DRY DETENTION BASIN) AND NOVEMBER 13, 14, AND 20, 2013 (REMAINING AREAS).
 - BUILDING, PARKING LOT, SIDEWALK AND ROAD LAYOUT FROM B.P. INC. EROSION CONTROL PLAN DRAWING C4, DATED OCTOBER 16, 2012.
 - UTILITIES OBTAINED FROM B.P. INC. UTILITIES PLAN DRAWING, DATED JULY 20, 2012, WITH MODIFICATIONS PROVIDED BY DANE COUNTY.
 - THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. CONTRACTOR IS REQUIRED TO VERIFY SITE CONDITIONS AND SUBSURFACE UTILITIES PRIOR TO STARTING WORK. PRIVATE UTILITY LOCATORS OTHER THAN DIGGERS HOTLINE MAY BE REQUIRED PER CONTRACT DOCUMENTS.



24" CMP STORM SEWER
 NE = 971.51
 SE = 970.94

24" CMP STORM SEWER
 SWE = 971.89

24" CMP STORM SEWER
 SWE = 970.78
 NEE = 971.21

12" CMP STORM SEWER
 WE = 982.54
 EIE = 981.45

24" CMP STORM SEWER
 NE = 972.82
 SE = 972.04

18" PVC STORM SEWER
 NE = 968.84
 SE = 969.49

12" CMP STORM SEWER
 WE = 969.73
 SE = 969.45

15" CMP STORM SEWER
 NE = 968.70
 SE = 969.33

12" CMP STORM SEWER
 WE = 968.42
 EIE = 967.71

12" CMP STORM SEWER
 WE = 970.01
 EIE = 969.02

36" CMP STORM SEWER
 NE = 982.38
 SE = 981.29

12" CMP STORM SEWER
 NE = 988.82

4" PVC STORM SEWER
 NE = 958.80
 SE = 958.50

36" RCP STORM SEWER
 NE = 958.50
 SE = 958.30

7" BOX CULVERT
 NE = 958.50
 SE = 958.30

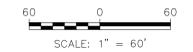
18" PVC STORM SEWER
 NE = 958.80
 SE = 958.50

LEGEND

--- 975 ---	EXISTING GRADE (5' CONTOUR)
--- 965 ---	EXISTING GRADE (1' CONTOUR)
---	PROPOSED GRADE (5' CONTOUR)
---	PROPOSED GRADE (1' CONTOUR)
---	PROPERTY LINE
---	EXISTING PAVED ROAD
---	EXISTING UNPAVED ROAD
---	EXISTING FIRE ACCESS ROAD
---	EXISTING CULVERT/STORM SEWER
---	EXISTING FIELD INLET
---	EXISTING PERFORATED BIORETENTION BASIN UNDERDRAIN PIPING
---	EXISTING NON-PERFORATED BIORETENTION BASIN UNDERDRAIN PIPING
---	EXISTING SANITARY SEWER
---	EXISTING GAS
---	EXISTING ELECTRIC
---	EXISTING TELEPHONE
---	EXISTING WATER
---	EXISTING MANHOLE
---	EXISTING WATER VALVE
---	EXISTING LIGHT POLE
---	EXISTING HYDRANT
---	EXISTING ELECTRICAL JUNCTION BOX (APPROXIMATE)
---	EXISTING LANDFILL TEST WELL (APPROXIMATE)
---	EXISTING TRANSFORMER (APPROXIMATE)
---	EXISTING FENCE
---	PROPOSED OUTLET PROTECTION (PERMANENT)
---	PROPOSED SEDIMENT LOG (TEMPORARY)
---	PROPOSED STONE WEEPER/SEDIMENT TRAP (PERMANENT AND TEMPORARY, AS NOTED)
---	PROPOSED EROSION MAT (PERMANENT)
---	PROPOSED INLET PROTECTION (TEMPORARY) (SEE EROSION CONTROL NOTE 13)
---	PROPOSED SILT FENCE (TEMPORARY)

- EROSION CONTROL NOTES:
1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO GRADING ACTIVITIES AND SHALL BE PROPERLY MAINTAINED THROUGHOUT CONSTRUCTION UNTIL VEGETATION IS ESTABLISHED. EROSION CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER.
 2. ALL EROSION CONTROL MEASURES AND STORM WATER STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY AND WITHIN 24 HOURS OF A 0.5 INCH OR GREATER RAINFALL. NECESSARY MAINTENANCE AND REPAIRS SHALL BE PERFORMED WITHIN 24 HOURS OF THE INSPECTION.
 3. EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED PRECAUTIONS.
 4. SEDIMENT REACHING THE PUBLIC ROAD SHALL BE REMOVED BY STREET CLEANING (NOT FLUSHING) BEFORE THE END OF EACH WORKDAY.
 5. SITE STABILIZATION AND RESTORATION SHALL BE IN ACCORDANCE WITH "BADGER PRAIRIE STORM WATER FACILITY INSTALLATION SPECIFICATION AND THREE YEAR MANAGEMENT PLAN".
 6. A ROW OF SILT FENCE SHALL BE PLACED DOWNSLOPE AND AT LEAST 10 FEET AWAY FROM ANY STOCKPILE. SOIL STOCKPILES THAT ARE INACTIVE FOR MORE THAN 7 CONSECUTIVE DAYS SHALL BE STABILIZED WITH SEED AND MULCH, EROSION MAT, POLYMER, OR COVERED WITH TAPPS OR SIMILAR MATERIAL TO PREVENT OR REDUCE THE DISCHARGE OF SEDIMENT ERODING FROM THE STOCKPILE.
 7. TEMPORARY STABILIZATION MEASURES SHALL COMMENCE WHEN LAND DISTURBING CONSTRUCTION ACTIVITIES HAVE TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. TEMPORARY STABILIZATION MAY INCLUDE TEMPORARY SEEDING, MULCHING, OR WISDOT TYPE B SOIL STABILIZERS. TEMPORARY SEED SHALL BE IN ACCORDANCE WITH "BADGER PRAIRIE STORM WATER FACILITY INSTALLATION SPECIFICATION AND THREE YEAR MANAGEMENT PLAN".
 8. ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM 4 INCHES OF SALVAGED TOPSOIL/TOPSOIL, SEED, FERTILIZER, AND MULCH. RESTORATION SHALL OCCUR AS SOON AFTER THE DISTURBANCE AS PRACTICAL. PERSISTENT AREAS SHALL BE SEEDDED IN ACCORDANCE WITH "BADGER PRAIRIE STORM WATER FACILITY INSTALLATION SPECIFICATION AND THREE YEAR MANAGEMENT PLAN".
 9. INSTALL EROSION MAT (CLASS I, TYPE B) ON ALL SLOPES 3H:1V OR GREATER. SEE DETAIL 4.
 10. REMOVE AND SALVAGE EXISTING RIPRAP AT PROPOSED OUTLET PROTECTION LOCATIONS SHOWN. PLACE GEOTEXTILE AND SALVAGED/NEW RIPRAP IN ACCORDANCE WITH DETAIL 4.
 11. REMOVE TEMPORARY EROSION CONTROLS UPON COMPLETION OF SITE STABILIZATION AS DIRECTED BY ENGINEER OR OWNER.
 12. CONSTRUCT/REPAIR BIORETENTION BASINS AS NOTED ONCE CONTRIBUTING DRAINAGE AREA IS STABILIZED.
 13. INLET PROTECTION TO CONFORM WITH WISCONSIN DEPARTMENT OF TRANSPORTATION TYPE A PROTECTION.

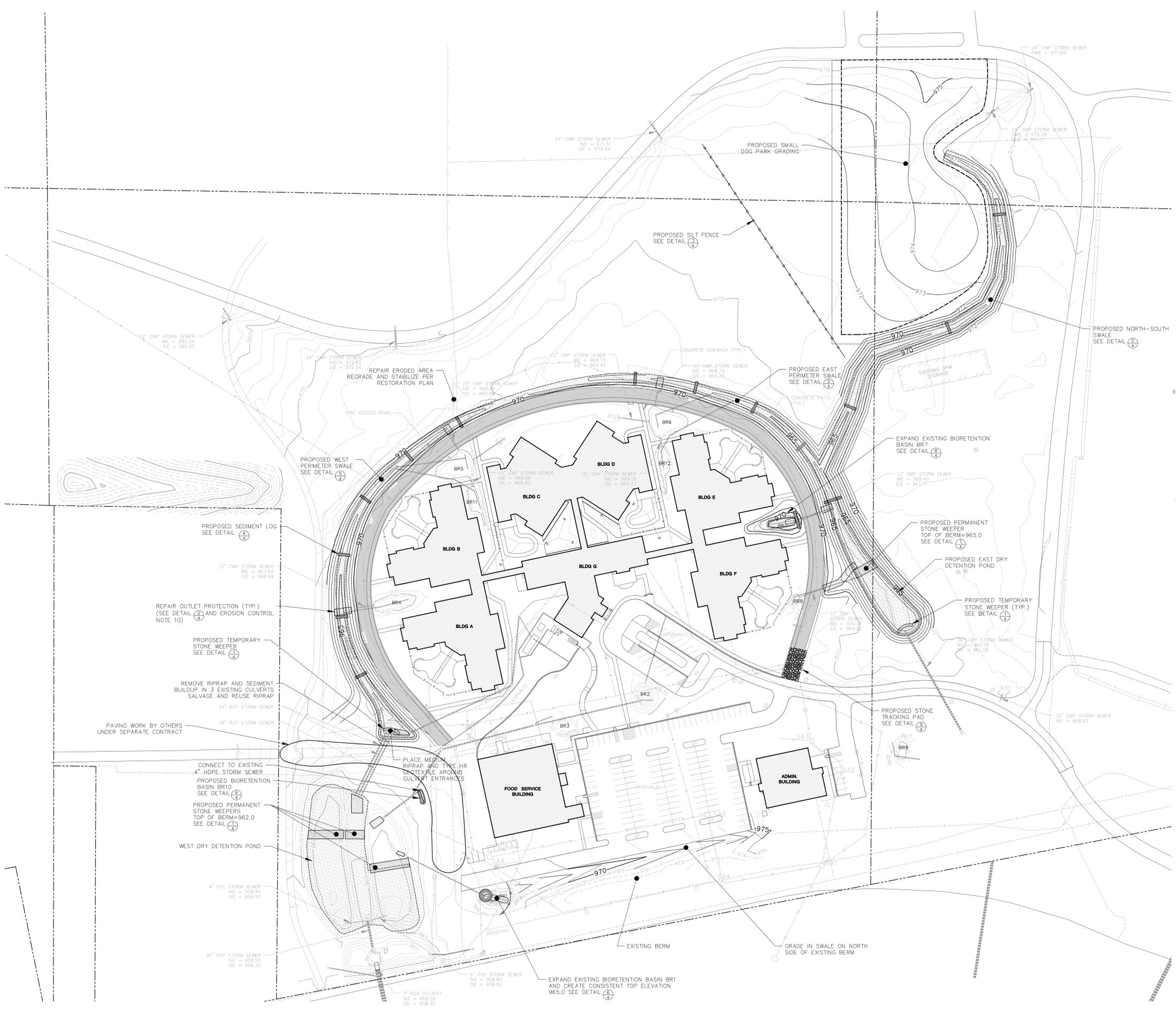
- NOTES:
1. EXISTING TOPOGRAPHY BASED ON SITE SURVEYS PERFORMED BY DANE COUNTY ON JUNE 12, 2013 (PERIMETER SWALE, GEOTHERMAL BERM, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT), AND BY SCS ENGINEERS ON OCTOBER 26, 2011 (BR4, BR7, AND WEST DRY DETENTION BASIN) AND NOVEMBER 13, 14, AND 20, 2013 (REMAINING AREAS).
 2. BUILDING, PARKING LOT, SIDEWALK AND ROAD LAYOUT FROM B12, INC. EROSION CONTROL PLAN DRAWING C4, DATED OCTOBER 16, 2012.
 3. UTILITIES OBTAINED FROM B12, INC. UTILITIES PLAN DRAWINGS, DATED JULY 20, 2012, WITH MODIFICATIONS PROVIDED BY DANE COUNTY.
 4. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. CONTRACTOR IS REQUIRED TO VERIFY SITE CONDITIONS AND SUBSURFACE UTILITIES PRIOR TO STARTING WORK. PRIVATE UTILITY LOCATORS OTHER THAN DIGGERS HOTLINE MAY BE REQUIRED PER CONTRACT DOCUMENTS.



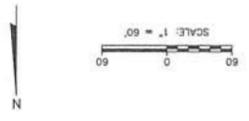
DIGGERS HOTLINE

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

TOLL FREE: (800) 242-8511
TDD: (800) 542-2289
ONLINE: WWW.DIGGERSHOTLINE.COM



TO OBTAIN LOCATION OF PARTICIPANT'S JURISDICTION FACTS PLEASE REFER TO THE LOCATION OF PARTICIPANT'S JURISDICTION FACTS FILED WITH THE TOLL FREE: (800) 242-8311 TOP: 04-1-2012 ONLINE: WWW.DPSHOPING.COM

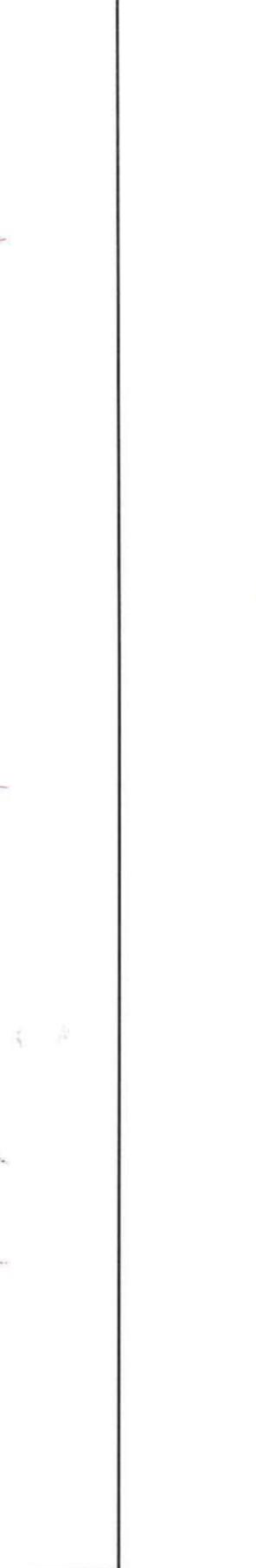
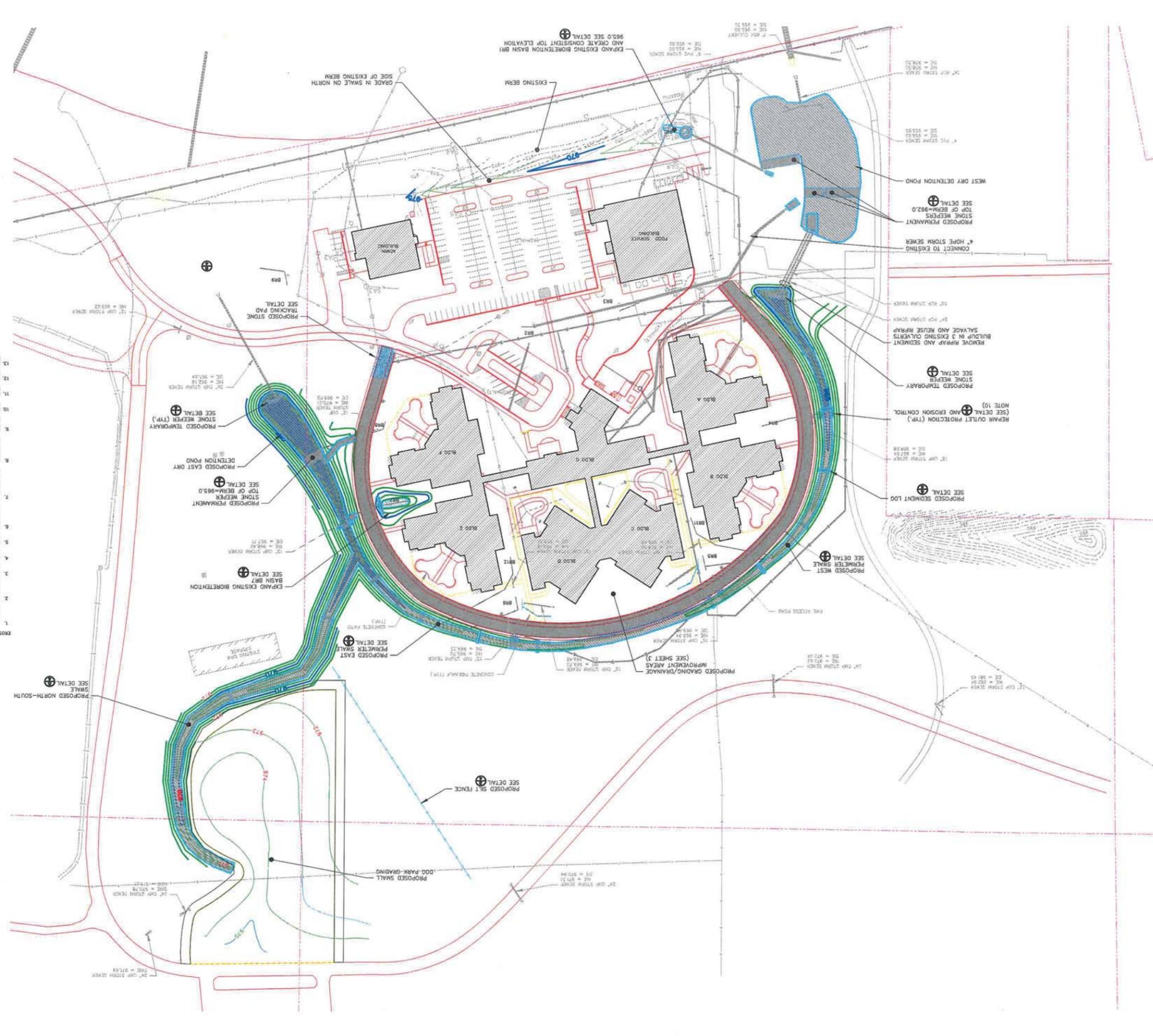


NOTES:

- EXISTING TOPOGRAPHY BASED ON SITE SURVEYS PERFORMED BY DANIEL COUNTY ON JAN. 12, 2011 (GENERAL SWALE, CONTINGENT SWALE, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT), AND BY SCS CONSULTING ON JAN. 12, 2011 (GENERAL SWALE, CONTINGENT SWALE, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT), AND BY SCS CONSULTING ON JAN. 12, 2011 (GENERAL SWALE, CONTINGENT SWALE, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT).
- EROSION CONTROL PLAN DATED OCTOBER 18, 2012.
- UTILITIES OBTAINED FROM BTE INC. UTILITIES PLAN DRAWING, DATED 01/11/12.
- BUILDING PARKING LOT, SIDEWALK AND ROAD LAYOUT FROM BTE INC. EROSION CONTROL PLAN DATED OCTOBER 18, 2012.
- UTILITIES OBTAINED FROM BTE INC. UTILITIES PLAN DRAWING, DATED 01/11/12.

EROSION CONTROL NOTES:

- ALL EROSION CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIRED PRECAUTIONS.
- EROSION CONTROL MEASURES AND STORM WATER STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY AND WITHIN 24 HOURS OF A 0.5 INCH OR GREATER RAINFALL. REPAIRS AND REPAIRS SHOULD BE PERFORMED WITHIN 24 HOURS OF THE INSPECTION.
- ALL EROSION CONTROL MEASURES AND STORM WATER STRUCTURES SERVING THE SITE MUST BE MAINTAINED THROUGHOUT CONSTRUCTION UNTIL VULNERABILITY IS ESTABLISHED. UNLESS OTHERWISE NOTED, THE RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION AND MAINTENANCE OF THE PROJECT IS TO MAINTAIN PROPER EROSION CONTROL MEASURES AND STORM WATER STRUCTURES SERVING THE SITE.
- SEGMENT BEHIND THE END OF EACH MEASUREMENT SHALL BE COVERED BY STREET CLEANING (NOT REQUIRED) BEFORE THE END OF EACH MEASUREMENT.
- STORM WATER FACILITY INSTALLATION SPECIFICATION AND THREE YEAR MANAGEMENT PLAN. ANY STORM WATER FACILITY SHALL BE IN ACCORDANCE WITH MAJOR FLOOD CONTROL ACTIVES HAVE TEMPORARILY COVERED AND WILL NOT REQUIRE FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. TEMPORARY STABILIZATION SHALL BE IN ACCORDANCE WITH MAJOR FLOOD CONTROL ACTIVES HAVE TEMPORARILY COVERED AND WILL NOT REQUIRE FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. TEMPORARY STABILIZATION SHALL BE IN ACCORDANCE WITH MAJOR FLOOD CONTROL ACTIVES HAVE TEMPORARILY COVERED AND WILL NOT REQUIRE FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. TEMPORARY STABILIZATION SHALL BE IN ACCORDANCE WITH MAJOR FLOOD CONTROL ACTIVES HAVE TEMPORARILY COVERED AND WILL NOT REQUIRE FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
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LEGEND

--- 975 ---	EXISTING GRADE (5' CONTOUR)
--- 965 ---	EXISTING GRADE (1' CONTOUR)
---	PROPOSED GRADE (5' CONTOUR)
---	PROPOSED GRADE (1' CONTOUR)
---	PROPERTY LINE
---	EXISTING PAVED ROAD
---	EXISTING UNPAVED ROAD
---	EXISTING FIRE ACCESS ROAD
---	EXISTING CULVERT/STORM SEWER
---	EXISTING FIELD INLET
---	EXISTING PERFORATED BIOTENTION BASIN UNDERDRAIN PIPING
---	EXISTING NON-PERFORATED BIOTENTION BASIN UNDERDRAIN PIPING
---	EXISTING SANITARY SEWER
---	EXISTING GAS
---	EXISTING ELECTRIC
---	EXISTING TELEPHONE
---	EXISTING WATER
---	EXISTING MANHOLE
---	EXISTING WATER VALVE
---	EXISTING LIGHT POLE
---	EXISTING HYDRANT
---	EXISTING ELECTRICAL JUNCTION BOX
---	EXISTING LANDFILL TEST WELL (APPROXIMATE)
---	EXISTING TRANSFORMER
---	EXISTING FENCE
---	PROPOSED OUTLET PROTECTION (PERMANENT)
---	PROPOSED SEDIMENT LOG (TEMPORARY)
---	PROPOSED STONE WEEPER/SEDIMENT TRAP (PERMANENT AND TEMPORARY, AS NOTED)
---	PROPOSED EROSION MAT (PERMANENT)
---	PROPOSED INLET PROTECTION (TEMPORARY) (SEE EROSION CONTROL NOTE 14)
---	PROPOSED SILT FENCE (TEMPORARY)

RESTORATION PLAN LEGEND

[Red Area]	PERIMETER SWALE - 2.46 ACRES
[Green Area]	EXISTING STORM WATER BASIN - 1.81 ACRES
[Light Green Area]	RAIN GARDENS - 0.03 ACRE
[Blue Area]	PRAIRIE RESTORATION AREA - 6.63 ACRES
[Yellow Area]	PERIPHERAL MANAGEMENT AREA - 4.40 ACRES
[Orange Area]	COOL SEASON GRASS - 0.32 ACRE
[Purple Area]	TURF GRASS - 0.46 ACRE
[Dark Blue Area]	NATIVE VEGETATED MAT - 0.35 ACRE

- NOTES:
- EXISTING TOPOGRAPHY BASED ON SITE SURVEYS PERFORMED BY DANE COUNTY ON JUNE 12, 2013 (PERIMETER SWALE, GEOTHERMAL BERM, AND SOUTH OF FOOD SERVICE/ADMIN. BUILDING PARKING LOT), AND BY SCS ENGINEERS ON OCTOBER 26, 2011 (BR4, BR7, AND WEST DRY DETENTION BASIN) AND NOVEMBER 13, 14, AND 20, 2013 (REMAINING AREAS).
 - BUILDING, PARKING LOT, SIDEWALK AND ROAD LAYOUT FROM B7, INC. EROSION CONTROL PLAN DRAWING C4, DATED OCTOBER 16, 2012.
 - UTILITIES OBTAINED FROM B7, INC. UTILITIES PLAN DRAWING, DATED JULY 20, 2012, WITH MODIFICATIONS PROVIDED BY DANE COUNTY.
 - THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. CONTRACTOR IS REQUIRED TO VERIFY SITE CONDITIONS AND SUBSURFACE UTILITIES PRIOR TO STARTING WORK. PRIVATE UTILITY LOCATORS OTHER THAN DIGGERS HOTLINE MAY BE REQUIRED PER CONTRACT DOCUMENTS.

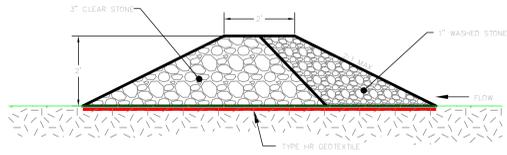


DIGGERS HOTLINE

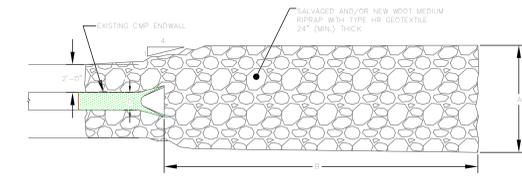
TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

TOLL FREE: (800) 242-8511
TDD: (800) 542-2289
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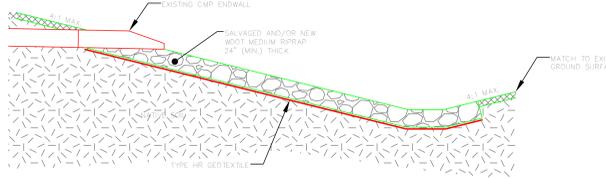




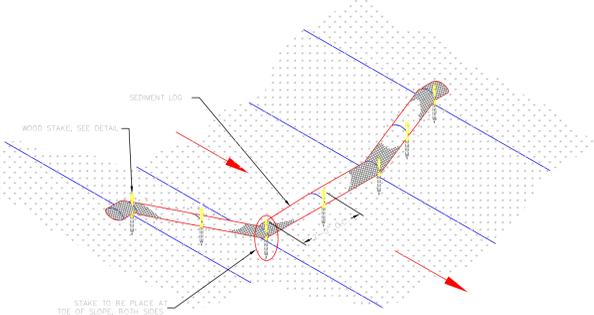
1
4
STONE WEEPER
1" = 2 FT



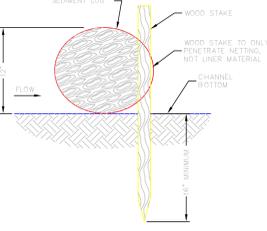
DISCHARGE TO SWALE	1' x 1'	EXTEND ACROSS SWALE BOTTOM
DISCHARGE INTO BEST RETENTION POND	20 FT	25 FT ALONG OPPOSITE SLOPES



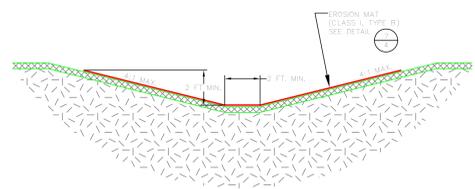
2
4
RIPRAP OUTLET PROTECTION
(NOT TO SCALE)



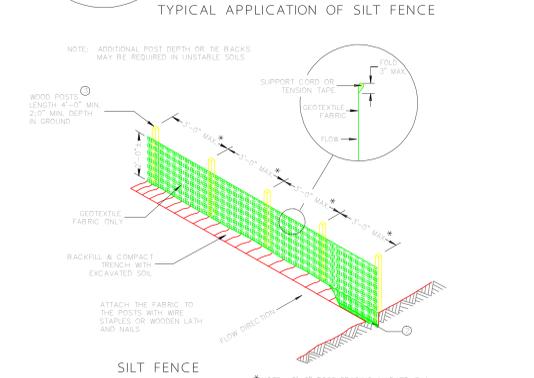
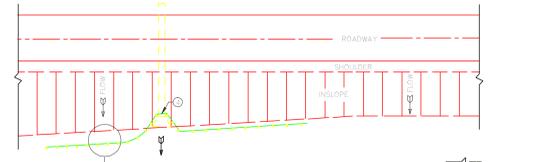
4
4
SEDIMENT LOG DETAIL
NOT TO SCALE



STAKE DETAIL (NO TRENCH)

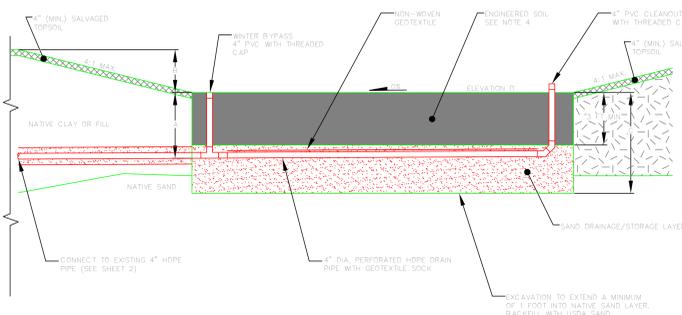
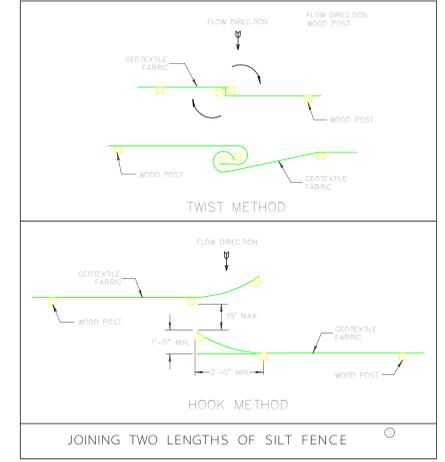


5
4
PERIMETER SWALE (TYP.)
1" = 4 FT



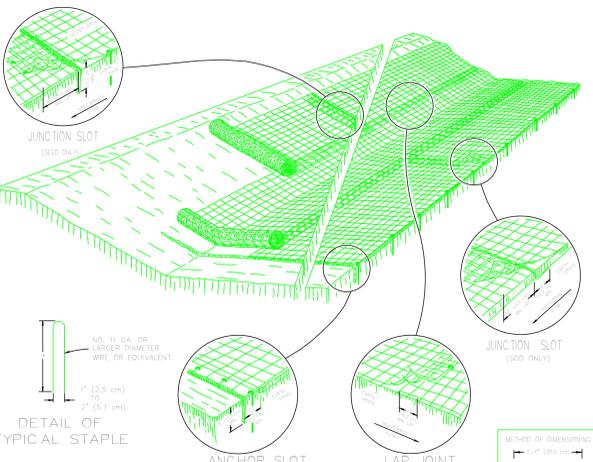
3
4
SILT FENCE DETAIL
(NOT TO SCALE)

GENERAL NOTES:
 DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS.
 HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
 FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FILL MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
 WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" x 1 1/2" OF OAK OR HICKORY.
 SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
 CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND TWIST OR ROTATE, AT LEAST 90 DEGREES, B) HOOK THE END OF EACH SILT FENCE LENGTH.
 PLACE JERSEY BARRIERS OR EQUIVALENT BEHIND (DOWNSLOPE SIDE) SILT FENCE AS NEEDED TO PROVIDE ADDITIONAL STABILITY.



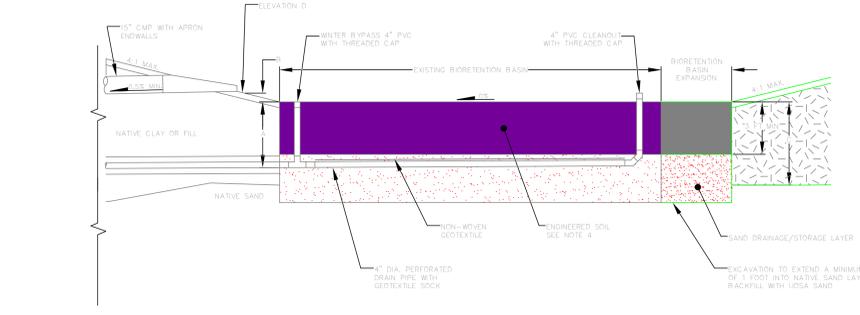
BIORETENTION BASIN	A	B	C	D	PLANTING AREA (SQ. FT.)	APPROXIMATE LENGTH (FEET)	APPROXIMATE WIDTH (FEET)
BR10	10 FT	10 FT	10 FT	10 FT	100	10	10

6
4
BR10 BIORETENTION DETAIL
NOT TO SCALE



EROSION MAT NOTES:
 DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE SPECIFICATIONS.
 MATS WITHIN THE DIMENSIONS OR MATERIALS SHOWN HEREON SHALL BE PERTINENT IF THEY PROVIDE EQUIVALENT PROTECTION AND MATERIAL STRENGTH AND IF PRIOR APPROVAL OF THE ENGINEER IS OBTAINED.
 LAP JOINTS SHALL NOT BE PLACED IN THE BOTTOM OF V-SHAPED DITCHES.
 JUNCTION SLOTS ON ADJACENT STRIPS OF MATTING SHALL BE STAGGERED A MINIMUM OF 4 FEET (1.219 m) APART.
 EDGES OF THE EROSION MAT SHALL BE IMPRESSED IN THE SOIL.
 EROSION MAT WILL BE MEASURED AND PAID FOR IN ACCORDANCE WITH THE SPECIFICATIONS.
 EROSION MAT OVER SEEDING
 JUNCTION OR ANCHOR SLOTS SHALL BE AT MINIMUM INTERVALS OF 100 FEET (30.48 m) ON GRADES UP TO AND INCLUDING 3 PERCENT, AND 50 FEET (15.24 m) ON GRADES EXCEEDING 3 PERCENT.

7
4
EROSION MAT DETAIL
(NOT TO SCALE)

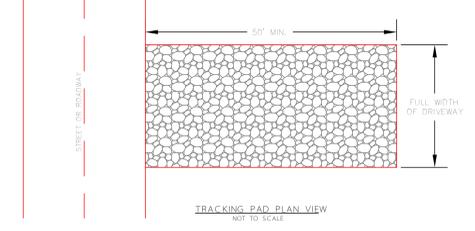


BIORETENTION BASIN	A	B	C	D	PLANTING AREA (SQ. FT.)	APPROXIMATE LENGTH (FEET)	APPROXIMATE WIDTH (FEET)
BR7	10 FT	10 FT	10 FT	10 FT	100	10	10

8
4
BR7 BIORETENTION DETAIL
NOT TO SCALE

BIORETENTION BASIN NOTES FOR DETAILS

- RAIN GARDEN AND BIORETENTION PLANTING PLAN**
- SPECIES**
 ANDROPOGON GERARDI (BIG BLUESTEM)
 SORGHASTRUM NUTANS (INDIAN GRASS)
 SUPHINA LACINATA (COMPASS PLANT)
 BIURECHIA HIRTA (BLACK-EYED SUSAN)
 SCHIMMELA PURPUREA (GLOBE GONIFLOWER)
 EUPATORIUM MACULATUM (JOE PYE WEED)
- NOTES:**
 1. PLUG SIZE PLANTS REQUIRED IN RAIN GARDENS AND BIORETENTION BASINS.
 2. PLANTING DENSITY SHALL BE 1 PLANT PER SQUARE FOOT.
 3. SURFACE MULCH LAYER SHALL CONSIST OF SHREDDED HARDWOOD MULCH OR CHIPS, ADD A MINIMUM OF 12 MONTHS, SHALL BE PLACED AT THE SURFACE OF THE RAIN GARDEN OR BIORETENTION AREA. THE MULCH SHALL BE 2 TO 3 INCHES IN DEPTH AND FREE OF FOREIGN MATERIAL, INCLUDING OTHER PLANT MATERIAL.
 4. ENGINEERED SOIL SHALL COMPLY WITH MWR TECHNICAL STANDARD 1004.
 5. CONSTRUCTION OF BIORETENTION BASINS SHALL BE IN ACCORDANCE WITH MWR TECHNICAL STANDARD 1004.



9
4
STONE TRACKING PAD DETAIL
NOT TO SCALE

10
4
FIELD INLET DETAIL
NOT TO SCALE